

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
 Ortale Kelley Law Firm
 CMT Building
 330 Commerce Street, Suite 110
 Nashville, Tennessee 37201
 (Prepared from information provided
 by and at the direction of the Stream Valley
 Homeowners' Association, Inc.)

BK/PG: 7878/117-125
20004185

9 PGS : RESTRICTIONS	
SAVANNAH GIBSON	643836 - 20004185
01/30/2020 - 08:15:30 AM	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00
STATE of TENNESSEE, WILLIAMSON COUNTY	

SHERY ANDERSON

REGISTER OF DEEDS

AMENDMENT TO THE

AMENDED AND RESTATED PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

STREAM VALLEY

THIS AMENDMENT to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley ("Amendment") is made and entered into by the Declarant of the Stream Valley Homeowners' Association, Inc. ("Stream Valley" or "Association") in accordance with Article XII, Paragraph 2 of the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley ("Declaration") of record in Book 5571, Page 111, et seq., Register's Office for Williamson County, Tennessee; the same having been amended as follows:

WHEREAS, the Declaration of Protective Covenants, Conditions & Restrictions for Stream Valley, Section 1 is of record in Book 4175, page 318, Register's Office for Williamson County, Tennessee (the "Original Declaration"); and

WHEREAS, the Original Declaration was amended by Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley, Section 3 and Amendment of record in Book 4667, page 280, said Register's Office (the "First Amendment"); and

WHEREAS, the Original Declaration was, further, amended by Second Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley Subdivision of record in Book 5298, page 244, said Register's Office (the "Second Amendment"); and

WHEREAS, the Original Declaration was, further, amended by the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 5571, page 111, said Register's Office (the "A&R Declaration"); and

WHEREAS, the A&R Declaration was, further, amended by the Third Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 6028, page 899, said Register's Office (the "Third Amendment"); and

WHEREAS, the A&R Declaration was, further, amended by the Supplemental Declaration and Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 7337, page 399, said Register's Office (the "Section 16 Supplement"); and

WHEREAS, the A&R Declaration was, further, amended by the Fourth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 7487, page 189, said Register's Office (the "Fourth Amendment"); and

WHEREAS, the A&R Declaration was, further, amended by the Fifth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 7492, page 596, said Register's Office (the "Fifth Amendment"); and

WHEREAS, the A&R Declaration was, further, amended by the Sixth Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley of record in Book 7599, page 174, said Register's Office (the "Sixth Amendment").

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

WHEREAS, according to Article I, Paragraph 13 of the Declaration, Stream Valley Franklin, LLC a Delaware Limited Liability Company is the Developer and/or Declarant; and,

WHEREAS, pursuant to Article XIII, Paragraph 2 of the Declaration, the same may be amended by the Declarant without the consent, joinder or approval of the Association, the Board, Owner, Person or any Mortgagee or beneficiary of any Mortgage or deed of trust at any time prior to the termination of the Appointment Period; and,

WHEREAS, the Appointment Period having not terminated, by its execution of this Amendment by the Developer, this Amendment to the Amended and Restated Protective Covenants, Conditions and Restrictions for Stream Valley shall be adopted.

NOW, THEREFORE, by these presents, Article VII, Paragraph 14 of the Declaration is hereby amended by adding the following **new sub-part (a)** thereto as follows:

- (a) Post-Foreclosure Association Lien Priority. Upon the foreclosure of a first mortgage or deed of trust where the holder is not related to, affiliated with or controlled by the Owner of the Lot upon which such first mortgage or deed of trust is secured, and where no written lien priority agreement has been provided to the holder of a first mortgage or deed of trust by the Association, the foreclosure and the sale shall be subject to the Association's lien created in Article VII of this Declaration, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one

percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

NOW, THEREFORE, by these presents, Article X of the Declaration is hereby amended by adding the following **new Paragraph 31** after the existing Paragraph 30 thereof:

31. Leasing

(1) Definitions.

- i. **"Leasing"**. For purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the month-to-month, quarterly or semi-annual occupancy of a Home by any person or persons other than the Owner; or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument, which occupied by any person other than the Owner for a term less than one (1) year.
- ii. **"Tenant"**. Means a person entitled under a rental agreement to occupy a dwelling unit to the exclusion of others.
- iii. **"Home or Homes"**. Shall mean an independently owned structure on a separate Lot that has been constructed for use as a single-family residential dwelling.
- iv. **"Transient"**. Means any right to use, occupy or possess, or the use, occupancy or possession of a Home for a period of thirty (30) calendar days or less.
- v. **"Short-term rental Unit" or "STR"** means a Home that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.
- vi. **"Biological Unit Owner Heir" or "Biological Heir"** Means the biological or legally adopted children or grandchildren of a Home Owner; the parent(s), of a Home Owner; the sisters, brothers, nieces or nephews of a Home Owner; the step-parent and step-sister or step-brother of a Home Owner.

(2) Lease Restriction and Exceptions

- (a) **Occupancy Requirement.** All new Owners of a Home who become an Owner subsequent to the date of this Amendment, shall own and occupy such Home as the Owner's primary place of residence for the immediate twelve (12) consecutive months after the date of purchase or other acquisition of title.
- (b) **Hardship Exceptions.** The Board or Declarant, in its discretion, shall be empowered to allow reasonable leasing of Homes to avoid undue hardship. All leases which are approved by the Board for Leasing due to hardship, shall be subject to all of the restrictions recited within this Paragraph 31.

(3) **Lease Requirements.** Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted from time to time, and the following requirements:

- (a) All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the Association Secretary or community manager prior to occupancy. Lease terms shall be for no less than one (1) year.
- (b) No transient tenants shall be accommodated in any Home.
- (c) No Home shall be advertised and/or used as an STR, vacation or seasonal rental, or bed and breakfast through any service such as Vacation Rental by Owner ("VRBO®"), Airbnb®, hometogo.com, or any similar short-term leasing marketing service.
- (d) No Home shall be leased except in its entirety unless such Home is also occupied by the Owner as a primary residence.
- (e) Tenants and occupants named in all leases shall be subject to the Declaration, By-Laws and Rules and Regulations for Stream Valley, all existing amendments thereto and future amendments as they may be adopted from time to time.
- (f) The Association shall be considered a third-party beneficiary of any such lease and shall have the power to enforce all lease terms and conditions in the event the Home Owner fails or refuses to do so.
- (g) The Board or Declarant in its discretion, shall be permitted to adopt a reasonable leasing fee to be charged to Owners wishing to lease their Home. If such leasing fee is so adopted, it shall be paid by the Owner on or before the date of occupancy of all tenants and occupants.

(4) **Excluded Parties**

- (a) **Mortgage/Deed of Trust:** Holders of a first mortgage or Deed of Trust secured by a Home or Lot who become the Owner of such Home or Lot through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage or Deed of Trust, shall not be subject to Paragraph (2) hereof, but shall be subject to Paragraph (3) Lease Requirements section above, and Paragraphs (5), (6) and (7) below, for any leasing transaction entered into by the holder of such first mortgage and/or Deed of Trust.
- (b) **Existing Owners:** Subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below, existing Owners as of the date of this Amendment may lease their Home and are effectively "grandfathered". The exclusion herein shall only be applicable to Owners, tenants and occupants who, as of the date of this Amendment, currently are in compliance with the existing Declaration, By-Laws, amendments thereto and Association rules and regulations and other policies for Stream Valley.

Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Home shall then be subject to the provisions recited within this Amendment.

A transfer of ownership for the purposes of this part, shall expressly exclude the following transfers of ownership: transfers of title between spouses; transfers of ownership to a Trust, the beneficiary and/or trustor of which, is the homeowner; transfers of ownership by homeowner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession.

All existing Owners who currently lease their Homes shall provide a copy of their written lease to the Association within thirty (30) calendar days of this Amendment. Owners who currently do not lease their Home, but who may lease at a future date, shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, to the Association management company within thirty (30) calendar days prior to tenant's occupancy.

- (c) **Family Members:** Homes which are occupied by the children or grandchildren of a Home Owner; Homes which are occupied by the parent or parents of a Home Owner; and Homes occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Home Owner, shall not be considered as Homes which are leased. Such Homes shall however, be subject to the lease restrictions recited in Paragraph (3) above and Paragraphs (5) (6) and (7) below.
- (d) **Association:** With the exception of Paragraph (3) Lease Requirements above and Paragraphs (5), (6) and (7) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by Stream Valley who becomes the Owner of a Home through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association's favor.
- (e) **Builders:** Any Lot purchased from the Developer by a person or entity for the purpose of construction and re-sale of a Home, shall be permitted to lease such Home constructed thereon, for so long as such person or entity may need, if the Home has been listed for a period of ninety (90) calendar days, and does not sell. Any such lease shall be subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below.

(5) **Tenants and Occupants Liable**

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board or Declarant for the Association.

(6) Rental Fine Policy

The Board or Declarant shall adopt reasonable rules and regulations for the enforcement of any leasing restriction created herein. Such rules and regulations shall include procedures for issuing notices and reasonable fines against Home Owners in violation. All costs, including reasonable attorney's fees incurred in the enforcement of this part, shall be the responsibility of the Home Owner. Any and all fines created by such rules and regulations shall be a continuing lien against the Home and shall further be the personal obligation of the Home Owner.

Fines created by Rules and Regulations composed for the enforcement of this Paragraph 31, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Home Owner of such Home at the time the fine(s) were levied.

(7) Tenant/Occupant Violations.

(a). Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of any and all violations of the Declaration, By-Laws, Association Rules and Regulations and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) business days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) days of the original violation, shall be considered a continuation of the previous violation. The Rules and Regulations adopted by the Board for the enforcement of this Paragraph 31 shall be implemented against any Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.

(b). Lease Termination. After the Board-adopted rules and regulations for the enforcement of this part has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Owner, should such violations continue, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner's Home, and evict such tenant or occupant. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Home, and be the personal obligation of such Owner.

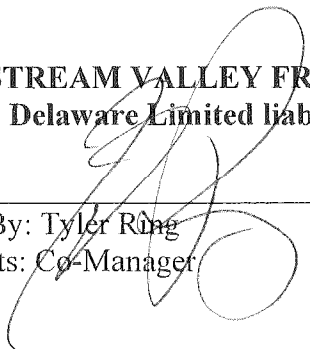
(c). Lease Termination due to Violence or Threats to Health, Safety or Welfare. Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants at Stream Valley; or creates a hazardous or unsanitary condition in their Home or within Stream Valley that affects the health, safety or welfare or the life or property of other owners, tenants or occupants; or permits such acts by any person present at Stream Valley at the invitation of such tenant or occupant, the Association shall, on behalf of the Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann. § 66-28-517 as the same may be amended from time to time, and the Association shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file Writs seeking possession of the House on behalf of the Owner.

All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

Only the changes and amendments made by this Amendment to Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Stream Valley shall be changed. All other terms, conditions, restrictions and provisions of the Amended and Restated Declaration and only those previous amendments applicable thereto, shall survive and continue to remain in full force and effect.

22nd **IN WITNESS WHEREOF**, the undersigned have executed this instrument as of this the 22nd of January, 2020.

STREAM VALLEY FRANKLIN, LLC
a Delaware Limited liability company

By:  _____
 Its: Co-Manager

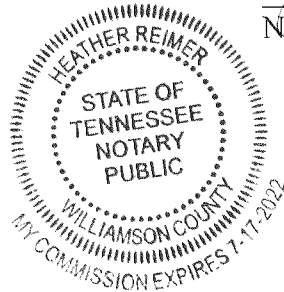
STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared **Tyler Ring** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged himself to be the Co-Manager of Stream Valley Franklin, LLC, and that he as such Co-Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such Co-Manager.

Witness my hand and official seal at Franklin, Williamson County, Tennessee,
this 22nd day of January, 2020.

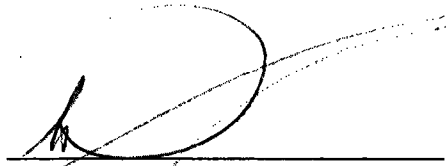
My Commission Expires:

7-17-2022

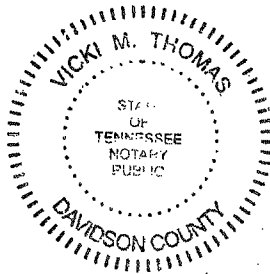


Heather Reimer
Notary Public

I, the undersigned, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



SCOTT D. WEISS



State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, SCOTT D. WEISS, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/08/2021



Notary Public