

THIS INSTRUMENT PREPARED BY:
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(Prepared from information provided
by and at the direction of the Ridge
Homeowners' Association, Inc.)

Heather Dawbarn, Register
Rutherford County Tennessee
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**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
APPLYING TO
THE RIDGE SUBDIVISION, PHASES 1, 2, and 3**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions Applying to the Ridge Subdivision, Phases 1, 2, and 3 ("Amendment") is made and entered into by the Developer the Ridge Homeowners' Association, Inc. ("The Ridge" or "Association") in accordance with Article XIII, Section 2 of the Declaration of Covenants, Conditions and Restrictions Applying to the Ridge Subdivision, Phase 1 ("Declaration") of record in Record Book 1481, Pages 3474 - 3500, Register's Office for Rutherford County, Tennessee.

WITNESSETH:

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

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration, the same may be amended unilaterally by the Developer, without joinder of any Owner, for a period of fifteen (15) years from the date the Declaration was initially recorded on July 7, 2016; and,

WHEREAS, this event has not been satisfied as of the date of this Amendment, to therefore, the Developer shall hereby amends the Declaration without the joinder of Owner of any Lot within the Association.

NOW, THEREFORE, by these presents, Article VII, Section 1, part (c) (page 11) of the Declaration is hereby deleted in its entirety and replaced with the following:

c. Fences. Prior to and as a prerequisite to the installation of any fence, all Owners shall submit a written request to and receive written approval from the Developer, Board or Architectural Control Committee in accordance with Article VI, Section 2 of the Declaration. All

fences installed within the community must conform to the following design and placement standards to ensure uniformity and aesthetic consistency. Fences shall be black in color and limited to the following types: wrought iron, aluminum, or horizontal composite privacy fences with metal posts unless otherwise approved in writing by the Developer, the Board or Architectural Control Committee. Fences may not begin at the front corner of any home, except for corner lots, which are subject to additional placement guidelines as determined by the Architectural Control Committee ("ACC"). Prior to installation, all fences must receive written approval from the ACC, and Owners are required to submit detailed plans, including the proposed materials, color, and location, for review. No fence may be installed until such approval is granted. Lot Owners shall be responsible for maintaining their fences in good condition, ensuring they remain free of rust, peeling paint, or structural damage. Any fence installed in violation of these standards may be subject to removal or modification at the Owner's expense, and the Association reserves the right to take enforcement actions, including fines, as permitted under the governing documents and applicable law.

NOW, THEREFORE, by these presents, Article VII, Section 2, part (e) (page 13) of the Declaration is hereby deleted in its entirety and replaced with the following:

e. Street Trees will be required at two (2) per Lot. Trees must be placed behind the sidewalk. Exact location must be noted on the site plan submitted. The approved street tree is a Red Maple (3" in caliper) unless otherwise noted by the Developer. All landscaping shall be installed within forty-five (45) days of issuance of Certificate of Occupancy by the controlling governmental agency.

NOW, THEREFORE, by these presents, Article VII, Improvement, Setback and Use Restrictions, Section 3, Use Restrictions, of the Declaration is hereby amended by adding the following new part (k) thereto as follows:

(k) Leasing.

(1) Definitions.

- i. **"Leasing"**. For purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or 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.
- ii. **"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.
- iii. **"Short-term rental Home" or "STR"** means a Home that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.

(2) Lease Restriction and Exceptions

- (a) With the exception of leasing which may be approved by the Board from time to time due to hardship as defined in part (b) below, and Excluded Parties defined in Paragraph 4 below, under no circumstances shall the Board approve any lease of a Home in the Ridge. Failure of the Board to strictly comply with this or any other provision within this Amendment, shall not act as a waiver of its right to do so at any time in the future.
- (b) The Board, in its discretion, shall be empowered to allow reasonable leasing of Homes to avoid undue hardship for reasons to include, but not limited to:
 - (i) If an Owner must relocate his or her place of residence and cannot, within ninety (90) calendar days from the date that the Home was placed on the real estate market, sell the Home for at least the current appraised market value, after having made reasonable efforts to do so.
 - (ii) If an Owner dies and the Home is being occupied by his heirs or devisees or is being administered by his or her estate and/or surviving heirs at law;
 - (iii) If the Owner takes a leave of absence or is temporarily relocated a distance of fifty (50) miles or greater from the Home and intends to return to reside in the Home.
 - (iv) Owners who are members of the Armed States armed forces and are deployed for more than sixty (60) calendar days from their Home and who produce a copy of such orders to the Board as evidence of such deployment.
 - (v) In all such hardship situations the Owner shall reapply at the end of the natural lease term for renewal of the hardship exception created herein.

Those Owners who are required to demonstrate, and who have so demonstrated, that the inability to lease their Home would result in undue hardship and who have obtained the requisite written approval from the Board, may lease their Home for such duration as the Board reasonably determines is necessary to prevent undue hardship. No hardship exemption shall be granted for more than one (1) year at a time, and the Owner shall reapply for the renewal of a hardship exemption no less than sixty (60) calendar days prior to the natural expiration of the lease. If the Owner makes such application for renewal of hardship exemption to the Board, and does not receive a written approval of renewal hardship exemption from the Board prior to the natural expiration of the lease, the hardship exemption shall be presumed to be approved. The Board shall not unreasonably withhold approval.

(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 Community Manager prior to occupancy.
- (b) Lease terms shall be for no less than one (1) year.
- (c) There shall be no subleasing or assignment of leases except with the prior written approval of the Owner.
- (d) No transient tenants shall be accommodated in any Residential Home subject to Paragraph (3)(e) below.

- (e) 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, unless the Owner is residing in the Home during the period of the rental. For purposes of this Paragraph, an Owner shall be deemed to be residing in the Home if the Home is their primary residence and they are physically present and occupying the Home during the short-term rental period.
- (f) No Home shall be leased except in its entirety.
- (g) Tenants and occupants named in all leases shall be subject to the Declaration of Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations for The Ridge Homeowners’ Association, Inc., as the same may be amended from time to time.
- (h) A reasonable leasing fee, to be determined by the Board in its discretion, shall be paid by the owner on or before the date of occupancy of all tenants and occupants if the Board elects to implement such leasing fee. If the Board elects to adopt a leasing fee, such fee shall be reasonable and shall apply equally to all Owners who lease their Home.

(4) **Excluded Parties**

- (a) **Mortgage/Deed of Trust:** With the exception of Paragraph (3) Lease Requirements section above, and Paragraphs (5), (6) and (7) below, the prohibition upon leasing imposed by this Amendment shall not apply to any leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Residential Home who becomes the Owner of the Residential Home through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.
- (b) **Existing Leased Homes:** Subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below, only those existing Owners who, as of the date of this Amendment, currently lease their Home, 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 of Covenants, Conditions and Restrictions, By-Laws, amendments thereto and Association Rules and Regulations for The Ridge Homeowners’ Association, Inc.

At such time that the natural term of any lease (written or oral) which exists as of the date of this Amendment expires or is otherwise terminated, the Owner who has enjoyed this grandfathered status shall then be subject to all provisions recited within this Amendment.

- (c) **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 the Ridge Homeowners’ Association 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.

(5) Tenants and Occupants Liable

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with the Declaration of Covenants, Conditions and Restrictions, By-Laws for the Association and all amendments thereto, and all duly adopted Association Rules and Regulations by the Board for the Association.

(6) Rental Fine Policy

An Owner in violation of any provision of this Amendment shall be provided written notice of such violation and shall have ten (10) business days from the date of such written notice to comply. If the Owner fails and/or refuses to comply with such written notice, the Owner will be fined \$200.00 per month until such Owner complies with this provision of the Amendment, or for four (4) months, whichever comes first.

If, after the Owner is assessed for four (4) months of fines as recited herein, such Owner remains non-compliant with any provision of this Amendment, the Ridge, by and through its duly elected Board, shall be entitled to seek all of the same remedies within the Declaration as are provided for the enforcement of unpaid and delinquent Assessments and Special Assessments as the same are defined within the Declaration and all existing and future amendments thereto.

Fines created by this Article, 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 Owner of such Home at the time the fine(s) were levied.

(7) Tenant/Occupant Violations.

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) calendar days of the original violation, shall be considered a continuation of the previous violation. The Rental Fine Policy above 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.

After the above Rental Fine Policy 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, by and through the Board of Directors, 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.

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

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 16 of May, 2025.

THE RIDGE HOMEOWNERS' ASSOCIATION, INC.
BY B & F DEVELOPMENT, LLC, a
Tennessee Limited Liability Company

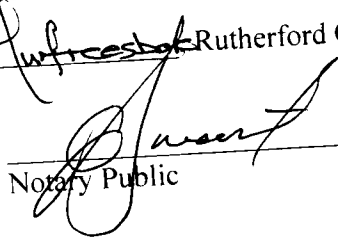

By: _____
Its: Member

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared James Pitts with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be a Member of B & F Development, LLC, Developer of the Ridge Homeowners' Association, Inc., and that he as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the LLC by himself as such Member.

Witness my hand and official seal at TP Wfreeston Rutherford County, Tennessee, this 16th day of May, 2025.

My Commission Expires
December 18, 2027
My Commission Expires:


Notary Public

