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THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
Kaman & Cusimano, LLC
9005 Overlook Blvd.
Brentwood, TN 37027
(Prepared from information provided
by and at the direction of The Gardens of
Three Rivers Homeowners Association, Inc.)

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE GARDENS OF THREE RIVERS**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for The Gardens of Three Rivers (“Amendment”) is made and entered into by the Members of The Gardens of Three Rivers Homeowners Association, Inc. (“The Gardens” or “Association”) in accordance with Article XVIII, Section 2 of the Declaration of Covenants, Conditions and Restrictions for The Gardens of Three Rivers (“Declaration”) of record in Record Book 1995, Pages 3604-3669, 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, to the extent that any change or new Article, Section, Paragraph and/or Sub-part created by this Amendment, conflicts with any existing Article, Section, Paragraph and/or Sub-part of the Declaration, the Article, Section, Paragraph and/or Sub-part created by this Amendment shall control; and,

WHEREAS, pursuant to Article XVIII, Section 2 of the Declaration, after the conveyance of the first Lot, the Declarant may unilaterally amend the Declaration so long as it has the unilateral right to annex additional property pursuant to Article VIII, Section 1 of the Declaration, and so long as the amendment has no material adverse effect upon any right of any Owner; and,

WHEREAS, as of the date of recording of this Amendment in the Register of Deeds’ office, Class B voting rights still exist, and none of the amendments included within this Amendment has a material adverse effect upon any right of any Owner, therefore, according to

Article VIII, Section of the Declaration, the Declarant may unilaterally amend the Declaration; and,

WHEREAS, as evidenced by the signature attached hereto of Wes Patterson, Authorized Member of Patterson Company, LLC, the Declarant, this Amendment shall be adopted.

NOW, THEREFORE, by these presents, the Declaration is hereby amended by declaring that all references to “days” within the Declaration shall refer to “calendar days” unless specifically noted otherwise.

NOW, THEREFORE, by these presents, Article IV, Section 1(b) of the Declaration is hereby deleted in its entirety and replaced with the following to remove the obligation of the Association to provide for the maintenance, care and replacement of exterior landscaping appurtenant to Residential Units as follows:

(b) In addition to the operation, maintenance, and management duties of the Association set forth in subsection (a) above, the Association shall provide for the maintenance, care, repair, and replacement of the following portions of the Residential Units: walkways, porches, located upon or about each Residential Unit, with the exception of elevated decks, and/or balconies, if any. The Association shall have the right, however, to contract with the respective Lot Owner for the maintenance of such elevated decks, balconies, and for the maintenance of such other areas and items as the Board may deem appropriate. The Association also shall maintain the exterior of each Residential Unit as follows: painting, maintenance, and nonstructural repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, replacement of trim, caulking and other repairs to roof covers (to include the repair and replacement of all non-structural components of the roof of each Residential Unit), and other miscellaneous repairs of a nonstructural nature. Such exterior maintenance shall not include glass surfaces (weather windows or sliding glass doors), HVAC equipment, storm doors, front or rear entry doors, screens, or patio covers. The Association shall provide for the maintenance, care, repairs and replacement of fencing located on a Lot. The balance of the Residential Units and other improvements located on the respective Lots shall be maintained by the Owner of the particular Lot involved.

Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Association as required by this subsection (b) is caused by the willful or negligent conduct or act an Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Residential Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Owner and shall be due and payable thirty (30) calendar days from the date of notice thereof, such Assessment to be collected and enforced as provided in Article X of this Declaration. Such Assessment shall not require the approval of any of the Members; provided,

however, that any Owner against which any such assessment is levied shall be entitled to notice, a hearing, and an opportunity to do the corrective work required, as provided by Article X, Section 3 hereof, prior to an Assessment being levied against such Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Residential Unit required by this subsection (b), the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon any Lot and into any Unit at reasonable hours of any day except Sunday.

NOW, THEREFORE, by these presents, Article IV, Section 2(a) of the Declaration is hereby amended deleted in its entirety and replaced with the following to include the obligation of the Owners to provide for the maintenance, care and replacement of exterior landscaping appurtenant to their respective Residential Units as follows:

Section 2. Owner's Responsibility.

(a) In accordance with this Declaration and except as otherwise provided in Section 1(b) above, all maintenance of interior portions of the Residential Units, all structural components of the Residential Units, entry doors, doorways and doorsteps, windows, window casings, glass, decks, balconies, patios, utility boxes, and other improvements not maintained by the Association, including, but not limited to driveways, garages, garage doors, air conditioning units, as well as any landscaping, planting beds, bushes and trees installed or planted by or on behalf of a Lot Owner, the exterior landscaping, and all irrigation systems and related components thereof (if installed upon or within any Residential Lot), shall be the sole responsibility of the Owner. In addition to grass located within Common Areas, the Association shall be responsible for the mowing of grass located upon each Residential Lot. If the Board reasonably determines that any Owner has failed or refused to properly maintain and keep in good repair and free of debris and rubbish, the Owner's Lot and Unit, and otherwise generally perform his or her maintenance responsibility, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Unless the Board determines that an emergency exists, the Owner shall have ten (10) calendar days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) calendar days and diligently pursue such maintenance or repair to completion. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner thereof, which assessment shall be a lien against said Lot and Owner, in accordance with Article X, Section 4 of this Declaration. If, during the course of performing the maintenance of an Owner's Lot, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's

responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner. Any costs, including attorneys' fees and other costs of collection, associated with work performed on behalf of an Owner by the Association shall attach as a lien to such Owner's Lot if not reimbursed in a timely manner upon notification by the Association. The Board may alternatively enforce this Section through reasonable monetary fines against the Owner or Lot, and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

(i). Replacement of Dead Trees, Bushes and Shrubs. Dead trees, bushes and shrubs located upon Lots which do not have in-ground irrigation shall be replaced by the Owner of such Lot within fifteen (15) calendar days' written notice from the Association with trees, bushes and shrubs of a like species and size at the sole cost and expense of the Lot Owner. If replacement of such trees, bushes or shrubs cannot be completed within fifteen (15) calendar days, the Lot Owner shall provide the Association with a written invoice from a contractor with a date reasonably close to such fifteen (15) calendar days for a date when replacement trees, bushes and/or shrubs will be planted.

(ii). Self Help. If the Owner of any which does not have in-ground irrigation fails or refuses to replace dead trees, bushes or shrubs withing fifteen (15) calendar days of written notice from the Association, or fails for refuses to provide a written contractor invoice as described in sup-part (i) above, the Association or its agent or contractor shall, after sending the Owner written notice not less than five (5) business days to such Owner, have the right to go onto the Owner's Lot, replace the dead trees, bushes or shrubs and charge the cost of such replacement to the Lot Owner.

(iii). Costs of Self-Help. All costs associated with self-help, together costs of enforcement and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which such costs were incurred. All costs associated with self-help together with costs of enforcement and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the costs were incurred.

NOW, THEREFORE, by these presents, the first paragraph of Article X, Section 8 of the Declaration titled "Capitalization of Association; Working Capital Fund" is hereby deleted in its and replaced with the following:

Section 8. Capitalization of Association; Working Capital Fund. In conjunction with the acquisition of record title to a Lot by the purchaser thereof, other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser at the closing of or other

acquisition of title to such Lot to the working capital of the Association in an amount as determined in the Board's discretion. This amount shall not be considered an advance payment on the Base Assessment and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover capital and operating expenses, capital repairs or improvements, and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws. Moreover, when control of the Association is transferred from the Declarant to the Owners as provided in the Documents, said fund and any remaining proceeds thereof shall be transferred to the Association to be used for the same aforementioned purposes.

NOW, THEREFORE, by these presents, the first paragraph of Article XII, Section 2 of the Declaration titled "Parking and Garages" is hereby deleted in its entirety to prohibit the parking of vehicles upon any street located within the boundaries of the Association, and replaced with the following:

No Owner or occupant shall keep more than two (2) vehicles parked on the exterior portion of a Lot at any time. With the exception of government-owned law enforcement and first responder vehicles, non-Owner owned parcel delivery vehicles while in the course of parcel deliveries, non-Owner owned construction and vendor vehicles while in the course of performing services, no vehicles may be parked upon any street within the boundaries of the Association longer than twenty-four (24) consecutive hours within seven (7) consecutive calendar days unless otherwise approved in writing by the Board. Any vehicle parked upon a street which is moved within any such twenty-four (24) consecutive hours and is subsequently returned to any street within seventy-two (72) hours after such removal, shall be considered a continuation of the previous twenty-four (24) hour restriction. The Board may also adopt reasonable rules and regulations regarding parking within the Subdivision, which shall be in compliance with this section.

NOW, THEREFORE, by these presents, Article XIII of the Declaration is hereby amended by adding the following new Section 11 thereto as follows:

Section 11. Lien Upon Foreclosure Proceeds. Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in the 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 XVIII, Section 2 of the Declaration is hereby amended by adding the following new part (f) after the existing part (e) thereto as follows:

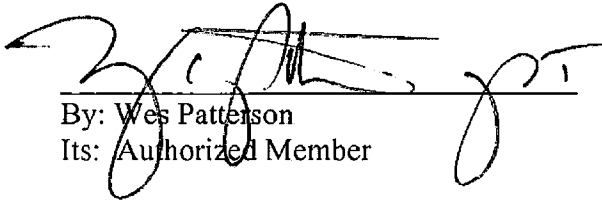
(f) All amendments to the Declaration which are proposed by Members of the Association shall be promulgated and approved in writing by the Board as a prerequisite to the passage and recording of such amendment at the Register of Deeds' Office. Failure to obtain such written approval by the Board shall render any such amendment void ab initio.

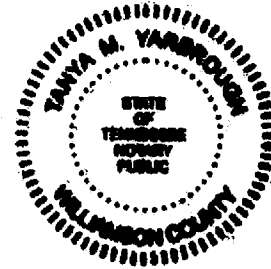
Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions and Restrictions for The Gardens of Three Rivers shall be changed. All other terms, conditions, restrictions and provisions of the Declaration and previous amendments thereto, shall survive and continue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

[Signature pages to follow]

IN WITNESS WHEREOF, pursuant to Article XVIII, Section 2 of the Declaration, the Declarant has the unilateral right to annex additional property pursuant to Article VIII, Section 1 of the Declaration, and the amendment has no material adverse effect upon any right of any Owner . Therefore, the Declarant may unilaterally amend the Declaration and has executed this instrument as of this the 29th of APRIL, 2024.

PATTRESON COMPANY, LLC

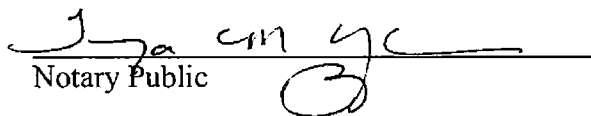

By: Wes Patterson
Its: Authorized Member



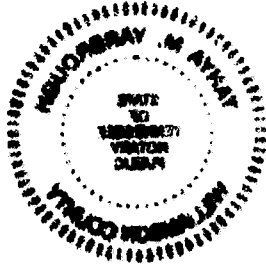
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared **Wes Patterson** 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 the Authorized Member of Patterson Company, LLC, and that he as such Authorized Member, 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 Authorized Member.

Witness my hand and official seal at ~~Murkesboro~~, Rutherford County, Tennessee, this 29th day of APRIL, 2024.

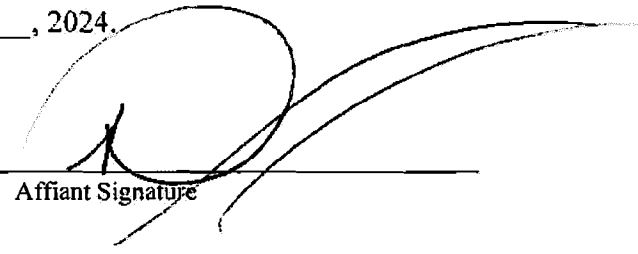

Notary Public

My Commission Expires:
September 14, 2024



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on May 30, 2024.



Affiant Signature


05/30/2024

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 30th day of May, 2024.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

