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**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND  
BYLAWS FOR RIVENDELL TOWNHOMES OWNERS' ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION ("First Amendment") is made and entered into as of this the 1 day August, 2017, by Chattanooga Construction Company LLC, a Tennessee limited liability company ("Developer").

Book/Page: **GI 11123 / 821**

Instrument: 2017080800040

3 Page RESTRICTIONS

**WITNESSETH:**

**WHEREAS**, Developer is the successor in interest to JCG Properties, LLC, an Illinois limited company, pursuant to warranty deed dated December 22, 2015; and

Recorded by KML on 8/8/2017 at 9:39 AM

MISC RECORDING FEE 15.00

**WHEREAS**, Rivendell Townhomes Owners' Association, Inc. ("Association") is a Tennessee not for profit corporation organized for purposes of serving as the governing body for the association of townhome owners of the Rivendell townhome development located off of Shallowford Road, in Chattanooga, Tennessee; and

DATA PROCESSING FEE 2.00

TOTAL FEES \$17.00

**WHEREAS**, the Board of Directors of the Association ("Board"), pursuant to Article VI of the Association Bylaws and Article X of the Declaration of Covenants, Restrictions and Bylaws for the Rivendell Townhomes and for Rivendell Townhomes Owners' Association, Inc. dated July 13, 2006, as amended ("Declarations"), together with the Developer have concluded that it is in the best interest of the Association, Co-owners and the Property (as defined in the Declaration) to amend the Declaration Rules and Restrictions as stated herein.

State of Tennessee Hamilton County Register of Deeds **PAM HURST**

**NOW, THEREFORE**, the Declaration shall be amended as follows:

1. The Rules and Restrictions attached and incorporated into the Declaration as Exhibit C shall be amended as follows:

Rule # 5 shall be deleted in its entirety and replaced with the following:

5. No Townhome shall be used at any time for short-term vacation rental purposes (any period less than six (6) consecutive months duration). Any proposed rental of a Townhome, other than as expressly approved in Section 3.4(a) of the Declaration, shall be submitted to the Board for prior approval at least thirty (30) days prior to the proposed commencement of the lease. The proposal shall include credit information regarding the tenant, and all material terms of the lease. The Board shall have the sole discretion to approve or reject any proposed rental arrangement based upon the Board's determination of whether the lease arrangement is in the best interest of the Association and the Property. Provided, however, each Townhome Co-owner shall remain primarily liable for complying the Declaration, Bylaws and Rules and Restrictions. This shall include, but not be limited to, the obligation to insure that no objectionable or offensive activity is permitted that might disturb any other Townhome resident or Co-owner.

Rule # 20 shall be deleted in its entirety and replaced with the following:

20. Motor Homes and Towed Vehicles. Unless kept inside the garage and from view of any street or neighbor, no boats, boat trailers, campers or other towed vehicles, motor homes, or cars under repair shall be parked, stored or allowed to remain on any Lot for more than forty-eight (48) hours within any six (6) month period. In

AMENDING DECLARATION OF COVENANTS  
RESTRICTIONS & BYLAWS FOR RIVENDELL  
TOWNHOMES OWNERS ASSN INC N  
BOOK 8012 PAGE 215



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the event it is necessary to park such prohibited vehicles for more than forty-eight (48) hours, the Co-Owner may request written permission from the Board. But, in no event shall such vehicle remain for more than ten (10) days during any given year. Operating cars may be parked in the driveway. No vehicles, trucks or cars shall be habitually parked on the street.

Rules #26 and 27 shall be added as follows:

26. Any persistent violation of the Declaration, Bylaws and/or Rules and Regulations will result in a fine of \$50 per day for each day the violation continues following written notification from the Board that a violation exists. The procedure followed in assessing these fines will be as follows:
  - a) The Board shall send written notice to any Co-owner regarding such violation detailing i) the nature of the violation, ii) the actions which must be taken by the Co-owner to cure the violation, and iii) the time in which such action shall be taken or discontinued.
  - b) Co-owners shall typically be provided thirty (30) days in which to correct the violation. The board may require sooner correction based upon the emergent nature of the violation or allow additional time if the violation requires additional time to cure.
  - c) At the conclusion of the required time period, the Co-owner will be sent a second letter (if still in violation) stating that the \$50 daily assessment will begin on a specified date (not less than thirty (30) additional days), notifying Co-owner that these daily charges will be added to the Co-owner's account as a "Special Assessment".
  - d) On the day following the specified date this Special Assessment will be charged against the Co-owners account daily until the violation is removed. Said fine shall be a lien on the Co-owner's Townhome, which may be filed in the Register's office in Hamilton County, Tennessee.
  - e) Recurring violations of a similar nature in any given year will automatically trigger the assessment when notified of the recurring violation by the board.
27. Monthly Association fees shall be due and payable on the first day of the month. A late fee of \$15 will be assessed each Co-owner's account that has not paid the monthly Association fee by the 15<sup>th</sup> of each month. Accounts in arrears more than six (6) months will be assessed an additional \$50 fee. The Board may file a lien against any Co-owner's Townhome for the total amount of all unpaid Association fees plus an additional \$500 for legal fees and costs of enforcement, if any payment due the Association by said Co-owner shall become one (1) year in arrears. The Board has the authority to waive any fines for any reason, at its sole discretion, which shall not be arbitrarily exercised.

Signature on Following Page

**DEVELOPER:**

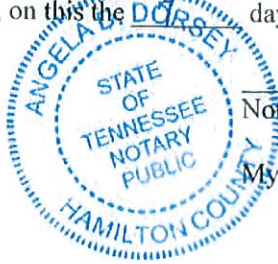
**Chattanooga Construction Company LLC**

By: [Signature]  
Its: President

STATE OF TENNESSEE     )  
  )  
COUNTY OF Hamilton     )

Before me, the undersigned, a Notary Public for said State and County, personally appeared Ray Moss III, who is the President of Chattanooga Construction Company LLC, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal of office in Hamilton County, Tennessee, on this the 13th day of August, 2017.



Angela D. Dorsey  
Notary Public

My Commission Expires: 9-21-19