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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR PARMLEY COVE**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Parmley Cove (the "Amendment") is made by Parmley Cove Homeowners Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, certain property was previously submitted to the Declaration of Covenants, Conditions and Restrictions for Parmley Cove recorded as Instrument Number 20130405-0033834 with the Register's Office for Davidson County, Tennessee (the "Declaration");

WHEREAS, the Declaration established the Association as the duly formed governing body for the residential real estate development located in Davidson County, Tennessee known as Parmley Cove;

WHEREAS, the Association and its members wish to amend the Declaration to prohibit leasing within Parmley Cove unless an Owner has owned their Lot for a period of at least two (2) consecutive years;

WHEREAS, pursuant to Article X Section 2 of the Declaration, the Declaration may be amended the vote of at least two-thirds (2/3) of the total votes of the Association; and

WHEREAS, as evidenced by the certification of the Secretary of the Association attached hereto, this Amendment was approved by the vote of at least two-thirds (2/3) of the total votes of the Association.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the Declaration as follows:

Amendment. Article IX Section 2 of the Declaration is hereby amended by adding the following new subsection (n):

(n) Effective upon recordation of this Amendment with the Register's Office for Davidson County, Tennessee, no Lot Owner shall lease a Lot or grant any form of leasehold interest in a Lot unless the Owner (or the Owner's spouse) has had fee simple ownership of the Lot for a period of at least two (2) consecutive years; provided, however, that each Lot within Parmley Cove shall be exempt from the two-year ownership requirement stated above until fee simple title to the Lot is conveyed by the current Owner thereof to a new Owner other than the Owner's spouse.

For purposes of this Article X Section 2(n), the term "lease" shall be deemed to include interests created by a lease for any term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with an option to purchase and any other agreement under which a person occupies a Lot in exchange for any valuable consideration, thing or service.

1. *Leasing Rules and Regulations.* *The Board of Directors of the Association (the "Board") is hereby authorized to make reasonable rules and regulations relating to leases and to the implementation of the provisions of this Article X Section 2(n) including without limitation lease application requirements, notice requirements as to names and numbers of tenants, and penalties for violations of this paragraph or the Board's leasing rules. The Association may also adopt a lease registration program which may require, among other things, a Unit Owner to pay an annual fee to the Association for each leased Unit. .*

2. *Restrictions Pertaining to Permitted Leases.*

- a. *No Lot may be leased for a term of less than one hundred eighty (180) days. Leasing a Lot for a shorter term, including without limitation operating a boarding house, bed-and-breakfast establishment, motel, hotel, short-term leasing through AirBnB.com, VRBO.com or any other similar means are strictly prohibited.*
- b. *Units may only be leased in their entirety; renting of rooms and transient occupancy is strictly prohibited.*
- c. *All permitted leases shall be in writing. Within ten (10) days of occupancy by of a leased Unit, the Owner of the leased Unit shall provide the Association with such tenant and occupant information as the Board may require and a copy of the written lease.*
- d. *Subleasing and assignment of leases is strictly prohibited without the prior written approval of the Board.*

3. *Hardship Exceptions.* *A Lot which has become subject to the leasing prohibition created by this Amendment may be leased upon such terms as conditions as the Board may require, if, in the judgment of the Board the Owner of said Lot qualifies for one of the following hardship exemptions:*

- *Death of an Owner (rental to be allowed during probate period);*
- *Confinement of an Owner to a medical or nursing care facility; or*
- *Owner's loss of their job*

- Owner's job transfer or relocation more than fifty (50) miles from the Lot with written notice from Owner's employer stating the reason for transfer or relocation and expected length of relocation
- Owner is a reservist in the United States Armed Forces who is called to temporary active duty, or is active-duty personnel in the United States Armed Forces who is temporarily deployed more than fifty (50) miles from the Lot
- Such other circumstances as the Board determines to qualify for a hardship leasing exemption

All other provisions of this Amendment, the Declaration and any leasing rules adopted by the Board apply to hardship-exempted Lots.

4. Governing Documents Apply to Leased Lots, Owners and Occupants
Thereof. Each leased Lot, the Owner(s) thereof, and all occupants, pets and visitors to a leased Lot are subject to the terms and conditions of the Declaration, the Association's Bylaws, Rules and Regulations (and any amendments thereto) then in effect (collectively, the "Governing Documents"). Prior to the effective date of any lease of a Lot, the Lot Owner shall provide copies of all Governing Documents to the tenant who will be occupying the Lot.

5. Violations and Remedies. In addition to any other remedy to which the Association is entitled under the Governing Documents or Tennessee law, in the event of a violation of this Article X Section 2(n) or any other provision of the Governing Documents by the Lot Owner or any occupant, family member, pet, guest or invitee to a leased Lot, or if a Lot is occupied without full compliance with this Amendment or any other provision of the Governing Documents, the Association may, at the sole option and discretion of the Association's Board of Directors:

(1) terminate the lease and commence an eviction proceeding in a court of competent jurisdiction located in Davidson County, Tennessee. In any such proceeding, the Association shall be entitled to a judgment against the Lot Owner and all adult occupants of the Lot for the Association's expenses of enforcement of the Governing Documents (whether incurred before, during or after any litigation) including the Association's reasonable attorney's fees; and/or

(2) levy a fine against the Owner or other person in violation of this Article X Section 2(n) in an amount to be determined by the Board. Fines shall be paid within thirty (30) days. **The Board may levy fines under this subsection without providing the fined party with a warning letter or any other prior notice.**

The Owner of a leased Lot shall be liable for violations of the Governing Documents committed by any tenant, Lot occupant, visitor to the Lot or a pet occupying or visiting the Lot. If the Association engages the services of an attorney in connection with the enforcement of this Article X Section 2(n), the violator and/or Lot Owner shall reimburse

the Association for all expenses associated with such enforcement, including reasonable attorney's fees.

e. Conflicts. Any inconsistency between this Amendment, on one hand, and any other provision of the Declaration or the Association's Bylaws, on the other hand, shall be resolved in favor of this Amendment.

Ratification. In all other respects, the terms and conditions of the Declaration are ratified and confirmed.

SECRETARY'S CERTIFICATE

I, Alison Ray, Secretary of Parmley Cove Homeowners' Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Article X Section 2 of the Declaration, this Amendment has been approved by at least two-thirds (2/3) of the total votes of the Association

Alison Ray

Secretary, Parmley Cove Homeowners' Association, Inc.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Alison Ray, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Parmley Cove Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Parmley Cove Homeowners' Association, Inc.

Sworn to and subscribed before me this 5 day of June, 2022.

Luvonia L. Harrison

Notary Public

My commission expires: Nov. 8, 2022

