

This Instrument Was Prepared By:

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BILL GARRETT, Davidson County

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**FIRST AMENDMENT TO DECLARATION FOR GERMANTOWN COMMONS, A  
CONDOMINIUM**

THIS FIRST AMENDMENT TO DECLARATION FOR GERMANTOWN  
COMMONS, A CONDOMINIUM (this "Amendment") is made as of the 3rd day of  
October, 2014.

RECITALS:

WHEREAS, GERMANTOWN COMMONS OF TENNESSEE LLC, a Tennessee limited liability company ("Declarant"), as Declarant, recorded that certain Declaration for Germantown Commons, a Condominium as Instrument Number 20131029-0112391, Register's Office for Davidson County, Tennessee (as amended and supplemented from time to time, the "Declaration"), which established certain a condominium form of ownership, covenants, restrictions and easements over the Property, as defined therein; and

WHEREAS, Section 12.1(v)(iv) of the Declaration provides that Declarant may unilaterally amend the Declaration to comply with requirements for eligibility for Federal Housing Administration or Federal National Mortgage Association financing and guarantees; and

WHEREAS, Declarant desire to amend the Declaration as hereinafter set forth.

NOW THEREFORE, the Members hereby amend and modify the Declaration as follows:

1. Recitals; Capitalized Terms. The recitals above are true and are incorporated herein by this reference. Capitalized terms used herein and not otherwise defined shall have the meaning provided in the Declaration.

2. Leasing Restrictions. Section 12(v) of the Declaration is hereby deleted and is replaced by the following.

"(v) Leasing of Units.

(i) Definition. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any Person or Persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(ii) General. The Board may limit the number of vehicles that tenants may park on the Property by regulation. All leases shall be in writing and shall be for an initial term of no less than twelve (12) months, except with the prior written consent of the Board a lesser term may be approved; provided, that no lease term shall be less than thirty (30) days. Notice of any lease, together with the name and contact information of the lessee and the terms of the lease shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, Bylaws, and the rules and regulations.

(iii) Compliance with Declaration, Bylaws and Rules and Regulations. Each Lease shall be and every Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws, and rules and regulations adopted pursuant thereto.

(i) Compliance with FHA/FNMA Guidelines. Without limiting the foregoing, the Declarant may unilaterally amend this Declaration and the Board may establish leasing restrictions and requirements, in order to ensure that the Condominium maintains compliance with requirements for eligibility for Federal Housing Administration or Federal National Mortgage Association financing and guarantees, including without limitation limiting rental units, requiring minimum and/or maximum terms for rentals, and requesting information on potential tenants and other occupying rental units.”

3. Covenants Running with the Land. The terms of this Amendment shall run with the land and be binding on the parties subject to the Declaration and their respective heirs, successors and assigns.

4. No Other Amendment. Except as expressly modified hereby, the Declaration shall continue in full force and effect.

5. Governing Law. This Amendment shall be governed by and construed under the laws of the State of Tennessee, without regard to its conflict of law principles.

6. Severability. In the event any of the provisions of this Amendment are invalid or unenforceable, the remainder of this Amendment shall not be affected thereby. This Amendment shall be enforced to the greatest extent permitted by law.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year written above.

GERMANTOWN COMMONS OF TENNESSEE LLC, a Tennessee limited liability company

By: *Diana F. Sullivan*  
Print Name: Diana F. Sullivan  
Title: Member

STATE OF TENNESSEE )  
COUNTY OF Davidson )

Before me, Rita J. Holleman the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared Diana Sullivan, with whom I am personally acquainted, and who, upon oath, acknowledged \_\_\_\_\_ self to be the \_\_\_\_\_ of GERMANTOWN COMMONS OF TENNESSEE LLC, a Tennessee limited liability company, the within named bargainer, and that \_\_\_\_\_ as such \_\_\_\_\_ executed the foregoing for the purposes therein contained.

WITNESS MY HAND and official seal at office in Nashville, Tennessee, this the 3rd day of October, 2014



*Rita J. Holleman*  
Notary Public  
My Commission Expires: 7-6-15