The instrument prepared by: Alvin L. Harris, Esq. 3923 Skyline Drive Nashville, Tennessee 37215 Karen Johnson Davidson County
Batch# 768765 REST
12/07/2021 09:42:42 AM 3 pgs
Fees: \$17.00 Taxes: \$0.00

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS FOR THE RESIDENTIAL PORTIONS OF RANSOM PLACE PHASES ONE AND TWO

(Leasing)

This Amendment to Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two is made by Ransom Place Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, that certain residential real estate subdivision located in Davidson County, Tennessee known as Ransom Place was previously subjected to the terms and conditions of the Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two recorded in Book 7867, page 81 with the Register's Office for Davidson County, Tennessee (as amended) (the "Declaration"):

WHEREAS, the Association desires to amend the Declaration to restrict leasing within Ransom Place;

WHEREAS, pursuant to Article XI Section 3 of the Declaration, the Declaration may be amended with the approval of no less than fifty-one percent (51%) of the members of the Association who vote on the proposed amendment so long as the total number of votes cast with respect to the amendment is at least the number required for a quorum at meetings of the Members (one tenth (1/10) of the total votes in the Association);

WHEREAS, as evidenced by the signature of the Association's Secretary below, this Amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association;

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

Amendment. Article IX of the Declaration is amended to add the following new Section 13:

Section 13. Leasing Prohibited. Notwithstanding any other provision of the Declaration to the contrary, leasing of Lots and improvements thereon is strictly prohibited, the purpose of this Amendment being to require owner-occupancy of all Lots and the improvements thereon; provided however, that each Lot within Ransom Place shall be unaffected by the prohibition against leasing until the sale or other conveyance of title to the Lot from the current Owner to a person or entity other than the current Owner's spouse.

<u>Lease Defined</u> For purposes of this Section 13, the term "lease" shall include any agreement under which a person or persons other than the Owner occupy a Lot in exchange for money or any other consideration, including without limitation 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 a temporary occupancy agreement. All permitted leases shall be in writing.

<u>Lease and Lot Owner Registration</u>. Within thirty (30) days of the recordation of this Amendment:

- (a) each Owner of a leased Lots shall notify the Association of the existence of the lease, provide a copy of the lease to the Association, state the date the lease expires, supply a copy of the lease to the Association, identify all occupants of the leased Lot by name and provide the make, model and license tag number for any vehicle driven by an occupant of the leased Lot.
- (b) the Owners of Lots (whether leased or owner-occupied) shall register on the Association's website (currently www.ransonplacehoa.com) and provide the Association with accurate and current street mail address, telephone number, email address (and state whether email or U.S. mail is Owner's preferred means of communication). Owner shall update any changes to the information provided within thirty (30) days.

Leasing Rules. The Board of Directors of the Association is hereby authorized to adopt reasonable rules and regulations relating to leases and to the implementation of the provisions of this Section 13. Rules adopted by the Board may include without limitation rules pertaining to lease permit application requirements, notice requirements as to names and numbers of occupants of a leased Lot, the adoption of a lease registration program (which may include an annual or monthly lease registration fee to defray the Association's financial obligation to its property manager for administering leases and lease registration) and penalties for violations of this Section 13 and the Board's leasing rules.

<u>Hardship Exemptions</u>. To avoid undue hardships, the Association's Board of Directors may, in its sole and absolute discretion, and upon written application by a Lot Owner; grant permission to lease a Lot for up to one (1) year on terms prescribed by the Board. By way of example but not limitation, hardship situations the Board may consider include:

- (1) Death of a Lot Owner (rental to be allowed during probate period);
- (2) Confinement of a Lot Owner to a medical or nursing care facility;
- (3) Lot Owner's loss of their job;
- (4) Lot Owner's temporary job transfer or relocation due to job circumstances more than fifty (50) miles from the Lot. Such Lot Owner's hardship leasing application must include written notice from Lot Owner's employer stating reason for transfer or relocation and expected length of relocation; and
- (5) Lot 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.

<u>Conflicts</u>. Any inconsistency between this Amendment, on one hand, and any other provision of the Declaration or the Association's Bylaws on the other hand (including without limitation references to "tenants," "leases," or other lease-related terms), shall be resolved in favor of this Amendment.

Enforcement. If a Lot Owner leases a Lot in violation of this Section 13, or if the occupant

of a leased Lot violates any provision of the Declaration, the Association's Bylaws, Rules or Regulations, in addition to any other remedy to which the Association is entitled, the Association may declare the lease to be terminated and commence eviction proceedings against the occupants. In such proceedings, the Association shall be entitled to recover from the Lot Owner and all adult occupants of the Lot all expenses of such proceedings incurred by the Association, including without limitation the Association's reasonable attorney's fees. The Board may also levy one or more fines against Lot Owners in violation of this Section 13 in such amount(s) as the Board reasonably determines.

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

SECRETARY'S CERTIFICATE
I, <u>Pober 7 L Cullen 5r</u> , Secretary of Ransom Place Homeowners' Association, and attest that, in accordance with Article XI Section 3 of the Declaration, that the forgoing amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association.
Secretary, Ransom Place Homeowners' Association
STATE OF TENNESSEE) COUNTY OF DAVIDSON)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert Culley TV , 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 Ransom Place Homeowners' Association, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Ransom Place Homeowners' Association.
Sworn to and subscribed before me this 29th day of November, 2021.
Notary Public My commission expires: 7.7-2025 STATE OF TENNESSEE NOTARY PUBLIC
COMMISSION EXPIRES 1.20

The instrument prepared by: Alvin L. Harris, Esq. 3923 Skyline Drive Nashville, Tennessee 37215 Karen Johnson Davidson County
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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS FOR THE RESIDENTIAL PORTIONS OF RANSOM PLACE PHASES ONE AND TWO

(Dish, Antennas, Solar Panels, Incinerators, Clotheslines, Fuel Storage Tanks)

This Amendment to Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two is made by Ransom Place Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, that certain residential real estate subdivision located in Davidson County, Tennessee known as Ransom Place was previously subjected to the terms and conditions of the Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two recorded in Book 7867, page 81 with the Register's Office for Davidson County, Tennessee (as amended) (the "Declaration");

WHEREAS, the Association desires to amend the provision of the Declaration regarding satellite dishes, antenna, solar panels, incinerators, clotheslines and fuel storage tanks;

WHEREAS, pursuant to Article XI Section 3 of the Declaration, the Declaration may be amended with the approval of no less than fifty-one percent (51%) of the members of the Association who vote on the proposed amendment so long as the total number of votes cast with respect to the amendment is at least the number required for a quorum at meetings of the Members (one tenth (1/10) of the total votes in the Association);

WHEREAS, as evidenced by the signature of the Association's Secretary below, this Amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association;

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

<u>Amendment.</u> Article IX Section 6 of the Declaration is deleted in its entirety and replaced with the following:

Section 6. Satellite Dishes, Antennas, Solar Panels, Incinerators, Clotheslines and Fuel Storage Tanks. Unless otherwise approved by the Board, all television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution (wireless cable) services must be one (1) meter or less in diameter, must be located to the rear of the home and not visible from the street (unless such location would preclude reception of an acceptable quality signal). Unless approved in writing by the Board, solar panels and solar devices used for drying and all wiring and equipment related thereto must be located to the rear of the home and out of public view to the extent feasible. Incinerators of garbage, trash or other refuse and outside clotheslines are strictly prohibited on any Lot. Lines and posts used for solar drying may be no taller than six (6) feet, No tank, drum or other container used to store any flammable fuel shall be placed on any Lot other than

small gasoline cans used to serve lawnmowers.

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

SECRETARY'S CERTIFICATE

SECRETARY S CERTIFICATE
I, <u>Kober f L. Culley Jr.</u> , Secretary of Ransom Place Homeowners' Association, and attest that, in accordance with Article XI Section 3 of the Declaration, that the forgoing amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association.
Robert L Collen (Secretary, Ransom Place Homeowners' Association
STATE OF TENNESSEE) COUNTY OF DAVIDSON)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert L Culler Jr , 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 Ransom Place Homeowners' Association, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Ransom Place Homeowners' Association.
Sworn to and subscribed before me this 29th day of November , 2021.
Notary Public My commission expires: 7-7-2025 STATE OF TENNESSEE NOTARY PUBLIC OSON COUNTINGED TO SON COUNTINGED TO S

The instrument prepared by: Alvin L. Harris, Esq. 3923 Skyline Drive Nashville, Tennessee-37215 Karen Johnson Davidson County
Batch# 768765 REST
12/07/2021 09:42:42 AM 3 pgs
Fees: \$17.00 Taxes: \$0.00

20211207-0161839

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS FOR THE RESIDENTIAL PORTIONS OF RANSOM PLACE PHASES ONE AND TWO

(Home and Lot Maintenance)

This Amendment to Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two is made by Ransom Place Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, that certain residential real estate subdivision located in Davidson County, Tennessee known as Ransom Place was previously subjected to the terms and conditions of the Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two recorded in Book 7867, page 81 with the Register's Office for Davidson County, Tennessee (as amended) (the "Declaration");

WHEREAS, the Association desires to amend the provision of the Declaration pertaining to home and Lot maintenance;

WHEREAS, pursuant to Article XI Section 3 of the Declaration, the Declaration may be amended with the approval of no less than fifty-one percent (51%) of the members of the Association who vote on the proposed amendment so long as the total number of votes cast with respect to the amendment is at least the number required for a quorum at meetings of the Members (one tenth (1/10) of the total votes in the Association);

WHEREAS, as evidenced by the signature of the Association's Secretary below, this Amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association;

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

Amendment. Article IX of the Declaration is amended to add the following new Section 14:

<u>Section 14</u>. <u>Home and Lot Maintenance</u>. All Lots and the improvements thereon shall be maintained in a neat and attractive condition (as determined by the Board in its reasonable discretion). Visible mold, mildew, and algae on a house or other exterior improvement shall be promptly removed.

Grass throughout the Lot shall be maintained at a maximum height of six inches (6"). All sidewalks, driveways and curbs shall be regularly edged as needed. Grass around the house, flower beds, trees, mailboxes or other exterior improvements shall be neatly maintained with a weed eater or by other means. All grass clippings shall be removed from the sidewalk and street. Bushes shall be neatly trimmed and may not conceal numbers on mailboxes. Dead, diseased or permanently damaged trees,

bushes, and other landscaping shall be removed from the Lot. Tree stumps in the front yard shall be ground or cut low enough to mow over. Flower beds shall be maintained in a neat and attractive condition.

To the extent feasible, construction materials shall be stored out of public view during a construction project, and shall be promptly removed from a Lot upon the completion of the project. Only porch and patio furniture are allowed outside and shall be maintained in good condition. Indoor furniture may not be visible from the street. Bulk furniture/junk, brush and other waste pickups may not be left at the curb for more than fourteen (14) days.

The following shall be maintained in a neat and attractive condition and in good repair (including painting as needed): Mailboxes, mailbox numbers, mailbox posts, shutters, doors, house trim (no visible rotting, warping or nail pops), window screens (which shall be uniform in appearance), fences, decks, driveways, walkways and garage doors.

Holiday decorations may be installed no earlier than thirty (30) days prior to the holiday to which they pertain and shall be removed from public view within thirteen (13) days after the holiday.

Basketball goals may not be installed, left or used on any street. Recreational equipment, play equipment and sporting equipment may not be installed, used or left in the front or on the side of a house, such equipment only being permitted to the rear of the house. Trees may not be planted in a line or cluster, but may only be planted singularly alone. Trees may not be planted within six (6) feet of any property line or near enough to a street which would allow the canopy of the mature tree to extend over a property line or the street. Existing trees on Lots shall be properly maintained and shall be trimmed to prevent limbs from extending over a street or property line.

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

SECRETARY'S CERTIFICATE

I, Robert L Cullen Jr., Secretary of Ransom Place Homeowners' Association, and attest that, in accordance with Article XI Section 3 of the Declaration, that the forgoing amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association.
Secretary, Ransom Place Homeowners' Association
STATE OF TENNESSEE) COUNTY OF DAVIDSON)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert L Cullen Syn. , 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 Ransom Place Homeowners' Association, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Ransom Place Homeowners' Association.
Sworn to and subscribed before me this 29 th day of November, 2021.
Notary Public My commission expires: 7-7-2025 STATE OF TENNESSEE NOTARY PUBLIC MSS/ON EXPIRES TABLES

The instrument prepared by: Alvin L. Harris, Esq. 3923 Skyline Drive Nashville, Tennessee 37215 Karen Johnson Davidson County
Batch# 768765 REST
12/07/2021 09:42:42 AM 2 pgs
Fees: \$12.00 Taxes: \$0.00



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS FOR THE RESIDENTIAL PORTIONS OF RANSOM PLACE PHASES ONE AND TWO

(Excessive Noise & Nuisance Behavior)

This Amendment to Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two is made by Ransom Place Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, that certain residential real estate subdivision located in Davidson County, Tennessee known as Ransom Place was previously subjected to the terms and conditions of the Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two recorded in Book 7867, page 81 with the Register's Office for Davidson County, Tennessee (as amended) (the "Declaration");

WHEREAS, the Association desires to amend the Declaration to prohibit excessive noise and other nuisance behavior;

WHEREAS, pursuant to Article XI Section 3 of the Declaration, the Declaration may be amended with the approval of no less than fifty-one percent (51%) of the members of the Association who vote on the proposed amendment so long as the total number of votes cast with respect to the amendment is at least the number required for a quorum at meetings of the Members (one tenth (1/10) of the total votes in the Association);

WHEREAS, as evidenced by the signature of the Association's Secretary below, this Amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association;

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

<u>Amendment</u>. Article IX Section 10 of the Declaration is amended by adding the following language to the end of that Section:

Driving any vehicle over the speed limit within Ransom Place, reckless driving, unreasonably loud mufflers, racing vehicles, illegally passing another vehicle, unreasonably loud music and /or making noise that may be heard inside the home located on another Lot is deemed to be a nuisance in violation of this Article IX Section 10; provided, however, that noise created between the hours of eight o'clock a.m. and eight o'clock p.m. by mowers, leaf blowers or other lawn care equipment during the care or upkeep of a lawn or landscaping on a Lot shall not be a violation of this Section. A violation of this Article IX Section 10 shall subject the violator to a fine or other penalty established by the Board in its sole and reasonable discretion. A Lot Owner is jointly and severally liable for violations of this Section committed by the Owner's family member, occupant, visitor or

invitee.

<u>Ratification</u>. In all other respects, the terms of the Declaration are ratified and confirmed.

SECRETARY'S CERTIFICATE
I, Robert L Cullen S, Secretary of Ransom Place Homeowners' Association, and attest that, in accordance with Article XI Section 3 of the Declaration, that the forgoing amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association.
Secretary, Ransom Place Homeowners' Association
STATE OF TENNESSEE) COUNTY OF DAVIDSON)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert L Culler Jr , 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 Ransom Place Homeowners' Association, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Ransom Place Homeowners' Association.
Sworn to and subscribed before me this 29th day of November, 2021.
My commission expires: 7-7-2025 STATE OF TENNESSEE NOTARY PUBLIC NOTARY

The instrument prepared by: Alvin L. Harris, Esq. 3923.Skyline Drive Nashville, Tennessee 37215 Karen Johnson Davidson County
Batch# 768765 REST
12/07/2021 09:42:42 AM 3 pgs
Fees: \$17.00 Taxes: \$0.00



AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS FOR THE RESIDENTIAL PORTIONS OF RANSOM PLACE PHASES ONE AND TWO

(Vehicle Parking and Storage)

This Amendment to Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two is made by Ransom Place Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, that certain residential real estate subdivision located in Davidson County, Tennessee known as Ransom Place was previously subjected to the terms and conditions of the Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two recorded in Book 7867, page 81 with the Register's Office for Davidson County, Tennessee (as amended) (the "Declaration");

WHEREAS, the Association desires to amend the provision of the Declaration pertaining to parking and storage of vehicles;

WHEREAS, pursuant to Article XI Section 3 of the Declaration, the Declaration may be amended with the approval of no less than fifty-one percent (51%) of the members of the Association who vote on the proposed amendment so long as the total number of votes cast with respect to the amendment is at least the number required for a quorum at meetings of the Members (one tenth (1/10) of the total votes in the Association);

WHEREAS, as evidenced by the signature of the Association's Secretary below, this Amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association;

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

Amendment. Article IX Sections 11(b) and 11(c) of the Declaration are deleted in their entirety and replaced with the following:

(b) Parking and Storage of Vehicles. An Owner or occupant of a Lot shall be permitted to park the maximum number of cars or similarly sized motor vehicles that can be parked in a garage according to its design capacity. Gars or similarly sized motor vehicles may also be parked in driveways. Parking in other areas may also be permitted if authorized in writing by the Board. No motorized vehicles shall be permitted on pathways or unpaved Common Area except for public safety vehicles authorized by the Board. Except as otherwise expressly allowed by this Section or approved in writing by the Board upon prior written application by the vehicle owner, parking or storing any vehicle on the street is strictly prohibited.

Disabled and stored vehicles are prohibited from being parked within Ransom Place, except in garages. For purposes of this Section, a vehicle shall be considered "disabled" if it does not have a current license tag or is obviously inoperable. A vehicle shall be considered "stored" if it remains within Ransom Place for fourteen (14) consecutive days or longer without being driven and without prior written Board permission.

Boats, "jet skis" or other watercraft, trailers, motorcycles, buses, panel trucks, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (RV's and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors other than law enforcement or emergency vehicles marked as such, are also prohibited from being parked on a Lot or within Ransom Place, except in garages, unless the Owner first obtains the written consent of the Board; provided however, that guests of an Owner or occupant may park a recreational vehicle on the driveway serving such Owner's or occupant's Lot for a period not to exceed seven (7) days each calendar year. The Board shall have sole authority to decide whether such parked vehicle is visible.

Notwithstanding the foregoing, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily within Ransom Place during normal business hours for the purpose of serving any Lot or the Common Area, and only for the length of time necessary to serve such Lot or Common Area; provided, however, no such vehicle shall remain on the Lot or the Common Area overnight for any purpose without the prior written consent of the Board.

If any vehicle is parked, left or stored on any portion of Ransom Place in violation of this Section or in violation of the Association's rules and regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user. The owner of a vehicle towed or booted at the Association's direction, the Association shall provide said vehicle owner with the name and telephone number of the person or entity which towed or booted the vehicle

If a vehicle is parked on a sidewalk, in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Lot or residence, is obstructing the flow of traffic, is parked on any grassy area, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately. If a vehicle is towed or booted in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

<u>Ratification</u>. In all other respects, the terms of the Declaration are ratified and confirmed.

SECRETARY'S CERTIFICATE
I, Robert L Cullen Jr. , Secretary of Ransom Place Homeowners' Association, and attest that, in accordance with Article XI Section 3 of the Declaration, that the forgoing amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association.
Secretary, Ransom Place Homeowners' Association
Secretary, ransom race fromeowners. Association
/
STATE OF TENNESSEE) COUNTY OF DAVIDSON)
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert L Cullen Jr. , 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 Ransom Place Homeowners' Association, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Ransom Place Homeowners' Association.
Sworn to and subscribed before me this 29 th day of November, 2021.
Notary Public My commission expires: 7~7-2>25 STATE OF TENNESSEE NOTARY PUBLIC

Karen Johnson Davidson County
Batch# 768765 REST
12/07/2021 09:42:42 AM 2 pgs
Fees: \$12.00 Taxes: \$0.00

The instrument prepared by: Alvin L. Harris, Esq. 3923 Skyline Drive Nashville, Tennessee 37215 20211207-0161836

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS FOR THE RESIDENTIAL PORTIONS OF RANSOM PLACE PHASES ONE AND TWO

(Trash Disposal)

This Amendment to Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two is made by Ransom Place Homeowners' Association (the "Association").

WITNESSETH:

WHEREAS, that certain residential real estate subdivision located in Davidson County, Tennessee known as Ransom Place was previously subjected to the terms and conditions of the Declaration of Covenants, Conditions and Declaration for the Residential Portions of Ransom Place Phases One and Two recorded in Book 7867, page 81 with the Register's Office for Davidson County, Tennessee (as amended) (the "Declaration");

WHEREAS, the Association desires to amend the provision of the Declaration pertaining to trash disposal;

WHEREAS, pursuant to Article XI Section 3 of the Declaration, the Declaration may be amended with the approval of no less than fifty-one percent (51%) of the members of the Association who vote on the proposed amendment so long as the total number of votes cast with respect to the amendment is at least the number required for a quorum at meetings of the Members (one tenth (1/10) of the total votes in the Association);

WHEREAS, as evidenced by the signature of the Association's Secretary below, this Amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association;

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

<u>Amendment.</u> Article IX Section 7 of the Declaration is deleted in its entirety and replaced with the following:

Section 7. Storage of Materials, Garbage, Dumping, Etc. Rubbish, trash, garbage and recyclable materials shall be disposed of in appropriate sealed bags, placed in proper receptacles for collection and located in the garage or on a concrete surface behind or on the side of the house. Trash receptacles may not block the garage door and must not be overflowing with disposables hanging out except at the street on pickup day. All such garbage, trash, rubbish and recyclable receptacles shall be removed from the curb within twelve (12) hours after the scheduled garbage or recyclables pickup. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any street, curb, sewer, drainage ditch, stream, pond, or lake within Ransom Place, except that fertilizers may be applied to landscaping provided care is taken to minimize runoff.

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

SECRETARY'S CERTIFICATE I, Robert L Cullen Jr. , Secretary of Ransom Place Homeowners' Association, and attest that, in accordance with Article XI Section 3 of the Declaration, that the forgoing amendment has been approved by no less than fifty-one percent (51%) of the Members of the Association who voted on the proposed amendment with the total number votes cast being no less than one tenth (1/10) of the total votes in the Association. Secretary, Ransom Place Homeowners' Association STATE OF TENNESSEE COUNTY OF DAVIDSON Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Robert L Cullen Tr , 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 Ransom Place Homeowners' Association, a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Ransom Place Homeowners' Association. Sworn to and Subscribed before me this 29 day of November Notary Public

My commission expires: 7-7-2025