

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

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

**(Assessments)**

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 provisions of the Declaration pertaining to the annual assessment and special assessments;

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 V Sections 3, 4 and 5 of the Declaration are deleted in their entirety, and Article V Sections 6, 7, 8 and 9 are renumbered accordingly. Article V Sections 3, 4 and 5 are replaced with the following:

Section 3. Annual Assessments and Special Assessments. *The Owner of each Lot, by acceptance of the deed for their Lot, is deemed to covenant and agree to pay to the Association monthly or annual assessments in amounts to be established from time to time by the Board of Directors of the Association in order to maintain, landscape, and beautify the Open Areas, to promote the health, safety, and welfare of the residents of Ransom Place, to pay taxes, if any, assessed against the Open Areas, to procure and maintain insurance thereon, to employ attorneys, accountants, and security personnel, and to provide such other services and pay such other expenses as the Association may*

*incur. In addition, the Owner of each Lot, by acceptance of the deed for their Lot, covenants and agrees to pay special assessments established and approved by the Board in such amounts as the Board may determine, for the purpose of making capital improvements to the Open Area, or for such other purpose as the Board determines to be in the best interests of the Association.*

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.

Robert L. Cullen Jr.  
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 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 16<sup>th</sup> day of December, 2021.

[Signature]  
Notary Public  
My commission expires: 7-7-2025





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Nashville, Tennessee 37215

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

**(Enforcement)**

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 enforcement of violations of the Ransom Place governing documents;

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 XI Section 1 of the Declaration is amended to add the following at the end of that Section:

*If a Lot Owner (either by their own conduct or by the conduct of the Lot Owner's family member, tenant, pet, visitor or invitee) violates any provision of this Declaration, the Association's Bylaws, Rules or Regulations (the "Governing Documents"), (a) the Board may levy one or more fines against the Lot Owner and/or violator in such amount(s) as reasonably determined by the Board and (b) the Association shall be entitled to recover from the Lot Owner and/or the violator, the Association's reasonable attorney's fees and any other expenses incurred by the Association in connection with the Association's enforcement of the Governing Documents.*

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.

Robert L. Cullen Jr.  
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 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 16<sup>th</sup> day of December, 2021.

[Signature]  
Notary Public  
My commission expires: 7-7-2025

