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**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, by previous amendment to the Declaration recorded as Instrument Number 20211207-0161840 with the Register's Office for Davidson County, Tennessee, the Association amended the Declaration to restrict leasing within Ransom Place;

WHEREAS, the Association desires to adopt additional restrictions pertaining to 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); and

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 Section 13 of the Declaration is deleted in its entirety and replaced with the following:

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 Owner of a Lot within Ransom Place who obtained title to their Lot prior to December 7, 2021, shall be unaffected by the prohibition against leasing until the sale or other conveyance of title from said Owner to a person or entity other than said Owner's spouse.**

Lease Defined. 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, the renewal of an existing lease, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a lease with an option to purchase, a temporary occupancy agreement, a sublease, an assignment of a lease and a license to occupy.

Restrictions On Permitted Leases. The following leasing restrictions apply to all leases permitted under this Amendment:

Minimum Lease Term. No Lot may be leased for a term of less than one hundred eighty (180) days. Said minimum lease term applies to initial leases and renewals. Leasing a Lot for a shorter term, including without limitation operating a boarding house, bed-and-breakfast establishment, motel, hotel, short-term rental through AirBnB.com, VRBO.com or other similar platform or arrangement for transient occupancy, is strictly prohibited.

Leasing Rooms Prohibited. Leasing a room within a dwelling located on a Lot or leasing less than one hundred percent (100%) of a Lot and all improvements thereon is strictly prohibited.

Written Lease Required. All permitted leases shall be in writing. The Lot Owner shall provide the Association with a copy of the written lease no later than ten (10) days after the lease is executed or the Lot is occupied by the tenant(s) which is sooner.

Subleasing and Assignment of Leases Prohibited. Subleasing and assignment of leases are strictly prohibited without the express written approval of the Board of Directors.

Lease and Lot Owner Registration. 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.

The Owners of Lots (whether leased or owner-occupied) shall register on the Association's website (currently www.ransomplacehoa.com) and provide the Association with an accurate and current street address, telephone number and email address. 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.

Hardship Exemptions. 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.

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 (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, 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 16th day of April, 2023.

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

