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Prepared in accordance with information  
provided by and at the direction of  
LakeRidge Homeowners' Association

Karen Y Johnson Davidson County  
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**AMENDMENT TO THE  
BY-LAWS OF  
LAKERIDGE HOMEOWNERS' ASSOCIATION**

**THIS AMENDMENT** to the By-Laws of LakeRidge Homeowners Association ("Amendment") is made and entered into by the Members of LakeRidge Homeowners' Association ("LakeRidge" or "Association").

**WITNESSETH:**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for LakeRidge ("Declaration") is of record in Book 9669, Page 715, et seq., recorded on May 11, 1995 in Register's Office for Davidson County, Tennessee; and,

**WHEREASE**, the By-Laws of LakeRidge Homeowners Association are attached to said Declaration as Exhibit "C", said Register's Office; and,

**WHEREAS**, pursuant to Article XII, Section 1 of the By-Laws, the same may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum of Members present in person or by proxy at such meeting.

**WHEREAS**, Meetings of the Members may be called in accordance with Article III, of the By-Laws; and,

**WHEREAS**, as evidenced by their signatures below, the President and Secretary of LakeRidge Homeowners' Association, certify that a special meeting of the Members was held on September 26, 2018 where a quorum of Members, present in person or by proxy, made a motion which was seconded and carried by the affirmative vote of a majority of a quorum of the Members present at such meeting, that this Amendment to the By-Laws of LakeRidge Homeowners' Association shall be adopted.

**NOW THEREFORE**, by these presents, Article VII, Section 1(a) of the By-Laws shall be deleted in its entirety and amended with the following:

- (a) Adopt and publish rules and regulations governing the use of the Common Area and related facilities; the Lots and Units within the Association; the personal conduct of Lot Owners, Members and their guests thereon; and shall have the power to establish fines and penalties for infractions thereof. The Board of Directors shall further have the power to adopt and publish notice, fine and enforcement policies for violations of any of the covenants, conditions and restrictions within the Declaration, these By-Laws and any amendments thereto, including but not limited to violations of architectural standards recited within Article VI of the Declaration.

**NOW THEREFORE**, by these presents, the last sentence of Article IV, Section 1 of the By-Laws shall be deleted in its entirety and amended with the following:

The Board of Directors shall consist of seven (7) directors all of whom shall be Members or the spouse of a Member of the Association.

**NOW THEREFORE**, by these presents, the last sentence of Article XIII of the By-Laws shall be amended to add the following new Section 1 thereto:

**Section 1. Leasing.**

(1) **Definitions.**

- i. **"Leasing"** for purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a Unit by any person or persons other than the Owner, or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- ii. **"Transient"**. Means any right to use, occupy or possess, or the use, occupancy or possession of a house for a period of thirty (30) calendar days or less.
- iii. **"Short-term rental Unit" or "STR"** means a Unit or residential dwelling that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days

(2) **Lease Restriction and Exceptions**

- (a) All purchasers of Units subsequent to the date of this Amendment, shall own and use such Unit as the purchaser's primary place of residence for the immediate twelve (12) consecutive months after the date of such purchase or other acquisition of title.
- (b) With the exception of leasing of Units due to hardship as provided in sub-part (c) below, under no circumstances shall the Board approve any lease which will cause the total number of leased Units to exceed Ten (10%) percent of the combined total of Units at LakeRidge. Failure of the Board to strictly comply with this or any other provision within this Amendment, shall not act as a waiver of its right to do so at any time in the future.
- (c) The Board, in its discretion, shall be empowered to allow reasonable leasing of Units to avoid undue hardship for reasons to include, but not limited to
  - (i) If an Owner must relocate his or her place of residence and cannot, within ninety (90) days from the date that the Unit was placed on the real estate market, sell the Unit for at least the current appraised market value, after having made reasonable efforts to do so.
  - (ii) If an Owner dies and the Unit is being occupied by his heirs or devisees or is being administered by his or her estate and/or surviving heirs at law;
  - (iii) If the Owner takes a leave of absence or is temporarily relocated a distance of fifty (50) miles or greater from the Unit and intends to return to reside in the Unit.
  - (iv) Owners who are members of the United States armed forces and are deployed for more than sixty (60) calendar days from their Unit.
  - (v) In all such hardship situations the Owner shall reapply at the end of the natural lease term for renewal of the hardship exception created herein.

Those Owners who are required to demonstrate, and who have so demonstrated, that the inability to lease their Unit would result in undue hardship and who have obtained the requisite written approval from the Board, may lease their Unit for such duration as the Board reasonably determines is necessary to prevent undue hardship. No hardship exemption shall be granted for more than two (2) years at a time, and the Owner shall reapply for the renewal of a hardship exemption no less than sixty (60) calendar days prior to the natural expiration of the lease. If the Owner makes such application for renewal of hardship exemption to the Board, and does not receive a written approval of renewal hardship exemption from the Board prior to the natural expiration of the lease, the hardship exemption shall be presumed to be approved. The Board shall not unreasonably withhold approval.

(3) **Lease Requirements**

Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted from time to time, and the following requirements:

- (a) All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the Community Manager prior to occupancy.
- (b) Lease terms shall be for no less than twelve (12) months.

- (c) There shall be no subleasing or assignment of leases except with the prior written approval of the Owner.
- (d) No transient tenants shall be accommodated in any Unit.
- (e) No Unit shall be advertised and/or used as a vacation or seasonal rental, or bed and breakfast through any service such as Vacation Rental By Owner (“VRBO”), Airbnb, hometogo.com, or any similar short-term leasing marketing service.
- (f) No Unit shall be leased except in its entirety.
- (g) Tenants and occupants named in all leases shall be subject to the Declaration, By-Laws and Rules and Regulations for LakeRidge, as the same may be amended from time to time.
- (h) A reasonable leasing fee, to be determined by the Board in its discretion, shall be paid by the owner on or before the date of occupancy of all tenants and occupants.

(4) **Excluded Parties**

- (a) **Mortgage/Deed of Trust**: With the exception of Paragraph (3) Lease Requirements section above, and Paragraphs (5), (6) and (7) below, the prohibition upon leasing imposed by this Amendment shall not apply to any leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Unit who becomes the Owner of the Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.
- (b) **Existing Owners**: Subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below, existing Owners as of the date of this Amendment who currently lease their Unit and are effectively “grandfathered” and may continue to lease their Unit until either the natural expiration date or other termination of the existing lease. The exclusion herein shall only be applicable to Owners, tenants and occupants who, as of the date of this Amendment, currently are in compliance with the existing Declaration, By-Laws, amendments thereto and Rules and Regulations for LakeRidge.

Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, or as recited above, the existing lease expires naturally according to its terms or is otherwise terminated, his or her Unit shall then be subject to the provisions recited within this Amendment.

A transfer of ownership for the purposes of this part, shall expressly exclude the following transfers of ownership: transfers of title between spouses; transfers of ownership to a Trust, the beneficiary and/or trustor of which, is the homeowner; transfers of ownership by homeowner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession.

All existing Owners who currently lease their Unit shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, to the Association management company within thirty (30) calendar days of tenant’s occupancy.

(c) **Association:** With the exception of Paragraph (3) Lease Requirements above and Paragraphs (5), (6) and (7) below, the provisions of this Article IX, Section 2, Paragraph 15 shall not apply to any leasing transaction entered into by LakeRidge Homeowners' Association who becomes the Owner of a Unit through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association's favor.

(5) **Tenants and Occupants Liable**

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws for the Association and all amendments thereto, and all duly adopted Rules and Regulations by the Board for the Association.

(6) **Rental Fine Policy**

An Owner in violation of any provision of this Amendment shall be provided written notice of such violation and shall have ten (10) business days from the date of such written notice to comply. If the Owner fails and/or refuses to comply with such written notice, the Owner will be fined \$200.00 per month until such Owner complies with this provision of the Amendment, or for four (4) months, whichever comes first.

If, after the Owner is assessed for four (4) months of fines as recited herein, such Owner remains non-compliant with any provision of this Amendment, LakeRidge, by and through its duly elected Board, shall be entitled to seek all of the same remedies within the Declaration as are provided for the enforcement of unpaid and delinquent Assessments and Special Assessments as the same are defined within the Declaration and all existing and future amendments thereto.

Fines created by this Article, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Owner of such Unit at the time the fine(s) were levied.

(7) **Tenant/Occupant Violations.** Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of any and all violations of the Declaration, By-Laws, Rules and Regulations and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) business days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) days of the original violation, shall be considered a continuation of the previous violation. The Rental Fine Policy above shall be implemented against any Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.

After the above Rental Fine Policy has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Owner, should such violations continue, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner's Unit, and evict such tenant or occupant. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Unit, and be the personal obligation of such Owner.

Only the changes and amendments made to the By-Laws by this Amendment to the By-Laws of LakeRidge Homeowners' Association shall be changed. All other terms, conditions, restrictions and provisions of the By-Laws, shall survive and continue to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 28 day of September, 2018.

LAKERIDGE  
HOMEOWNERS' ASSOCIATION

  
By: Troy L. Corum  
Its: President

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

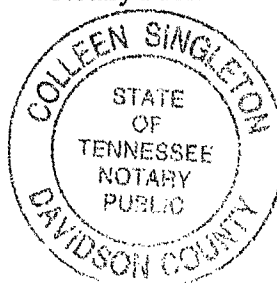
Before me, a Notary Public in and for the State and County aforesaid, personally appeared **Troy L. Corum** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of LakeRidge Homeowners' Association, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such President.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 28<sup>th</sup> day of September, 2018.

  
Notary Public

My Commission Expires:

3/8/2022



201810040098667

**AFFIDAVIT OF AFFIRMATIVE VOTE FOR AMENDMENT  
BY  
SECRETARY OF LAEKRIDGE HOMEOWNERS' ASSOCIATION**

The undersigned, Pamela C. Howell, Secretary of LakeRidge Homeowners' Association, certifies and affirms that a special meeting of the Members was held on September 26, 2018 where a quorum of Members was present. In accordance with Article XII, Section 1, a majority of a quorum of Members present in person or by proxy at such meeting where a motion which was seconded and carried that this Amendment to the By-Laws of LakeRidge Homeowners' Association shall be adopted.

LAKERIDGE  
HOMEOWNERS' ASSOCIATION

*Pamela C. Howell*

By: Pamela C. Howell

Its: Secretary

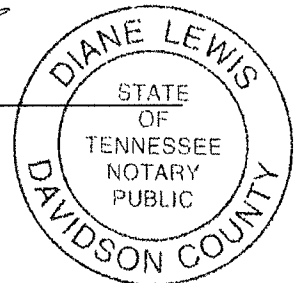
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Pamela C. Howell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the Secretary of LakeRidge Homeowners' Association, and that she/he as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself/himself as such Secretary.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 28  
day of September, 2018.

Notary Public

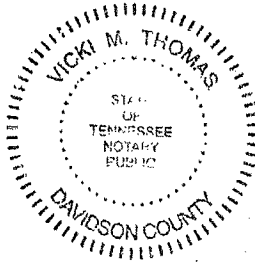
My Commission Expires: 09 July 2022



I, the undersigned, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.



SCOTT D. WEISS



State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, SCOTT D. WEISS, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/08/2021



Notary Public