

THIS INSTRUMENT PREPARED BY:
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CMT Building
330 Commerce Street, Suite 110
Nashville, Tennessee 37201
(Prepared from information provided
by and at the direction of the Burton
Farms Homeowner's Association)

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1206160 Instrument #: 2483173
Rec'd: 20.00 Recorded
State: 0.00 2/14/2023 at 2:20 PM
Clerk: 0.00 in Record Book
Other: 2.00 2318
Total: 22.00
Pages 1823-1826

BURTON FARMS HOMEOWNER'S ASSOCIATION, INC.

RULES & REGULATIONS

LEASING FEE ASSESSMENT POLICY

Adopted January 2023

This Leasing Fee Assessment Policy is adopted by the Board of Directors ("Board" or "Directors") of Burton Farms Homeowner's Association, Inc. ("Burton Farms" or "Association") in accordance with the general powers granted to the Board by Tennessee Code Annotated § 48-53-102.

The Board has adopted this Leasing Fee Assessment Policy for the purpose offsetting any damage to Common Area which is attributed to a tenant or occupant of a home within Burton Farms, and the additional administrative other expenses that may be incurred by the Association from time to time in the enforcement of violations by tenants or occupants of the Restrictive Covenants Applying to Burton Farms Subdivision Sections I and II, and for Sections III, IV and V ("Declaration"), and the By-Laws of Burton Farms Homeowner's Association, Inc. **All leasing fees must be paid by, and a copy of the written lease provided to the Association prior to the occupancy of any home by any tenant or occupant.**

A. **Leasing Fee Payable to Burton Farms:**

1. Initial Set-up Fee: \$250.00
2. Annual Leasing Fee: \$250.00 per year

B. **Enforcement for Non-Payment**

General: This Leasing Fee Assessment Policy shall be enforced as follows:

- 1 **First Written Notice:** Owner will be mailed a written notice to the address of record and/or by email to the Owner allowing ten (10) calendar days from the date of such written notice to remit the unpaid fees in part A above.
- 2 **Second Written Notice:** If such fees remain unpaid after the first written notice, a fine in the amount of \$100.00 will be assessed to the Owner's account and a second written notice will be mailed to the address of record and/or by email to the Owner with a deadline of five (5) business days to remit all unpaid leasing fees and fines to the Association.
- 3 **Third Written Notice:** If such fees remain unpaid after the second written notice, a fine in the amount of \$150.00 will be assessed to the Owner's account and a third and final written notice will be mailed to the address of record and/or by email to the Owner with a deadline of five (5) business days to remit all unpaid leasing fees and fines to the Association; and, informing the Owner that should all leasing fees and fines not be paid to the Association, the Owner will be referred to the Association attorney for enforcement.
- 4 **Referral to Attorney:** The Board of Directors will contact the Association attorney after mailing the third written notice for counsel as to the most effective means of

collecting all unpaid leasing fees and fines. All unpaid leasing fees and fines authorized herein plus all costs and reasonable attorney's fees shall be a charge on the land and a continuing lien against the Lot and all improvements located thereon, owned by the Owner, and all such fines, costs and reasonable attorney's fees shall be the personal obligation of the Owner of the Lot against which such leasing fees, fines, costs and reasonable attorney's fees have been secured.

Adopted this 26 day of January, 2023, by the undersigned, David W. Campbell President of the Burton Farms Homeowner's Association, Inc., who acknowledges and affirms that a meeting of the Board of Directors was held on January 11, 2023 where a quorum of Directors were present and a motion was made, seconded and passed to adopt these Rules and Regulations and Leasing Fee Assessment Policy.

BURTON FARMS
HOMEOWNER'S ASSOCIATION, INC.

David W. Campbell
By:
Its: President

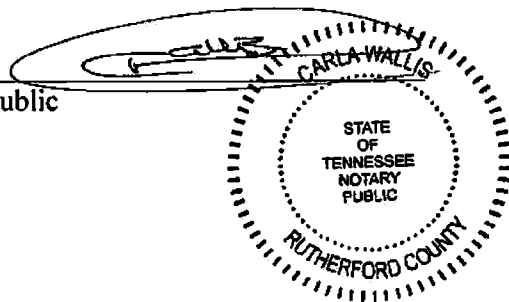
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared David W. Campbell, 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 Burton Farms Homeowner's Association, Inc., and that he 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 TPM Leesboro, Rutherford County, Tennessee, this 26 day of January, 2023.

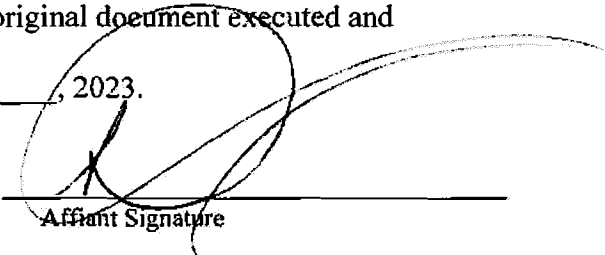
My Commission Expires: **My Commission Expires**
November 20, 2023

Notary Public



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on February 14, 2023.



Affiant Signature

02/14/2023

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 14th day of February, 2023.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

