

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1176359 Instrument #: 2442676
Rec'd: 25.00 Recorded
State: 0.00 5/18/2022 at 3:08 PM
Clerk: 0.00 in Record Book
Other: 2.00 2244
Total: 27.00
Pages 2655-2659

This Instrument Prepared by:
Scott D. Weiss, Esq., CCAL
Ortale Kelley Law Firm
330 Commerce Street, Suite 110
Nashville, TN 37201

SARATOGA PARK HOMEOWNER'S ASSOCIATION, INC.

LEASING RULES AND REGULATIONS

Adopted May 2022

These Leasing Rules and Regulations have been adopted this 2nd day of May, 2022 pursuant to the powers granted to the Board of Directors ("Board") of Saratoga Park Homeowner's Association, Inc. ("Saratoga Park"), in accordance with Paragraph 6 of the Amendment to the Declaration of Covenants, Conditions and Restrictions for Saratoga Park, of record in Record Book 2182, Pages 2549-2605 ("Second Amendment"), Register's Office for Rutherford County, Tennessee, and Tennessee Code Annotated § 48-58-101(b) and Tennessee Code Annotated § 48-53-102(a)(19).

The procedures contained within these Leasing Rules and Regulations shall not prohibit the Association from exercising any and all remedies available to it contained within the said Declaration, By-Laws or under Tennessee Law.

These Leasing Rules and Regulations are intended to supplement but not supersede all others contained in the Declaration, By-Laws, existing rules and regulations or any amendments thereto. The Board may amend this document at any time without a vote from the Association membership.

These Leasing Rules and Regulations are adopted by the Board to provide a fair, equitable and consistent policy and application of due process for the enforcement of the leasing restrictions included within the Second Amendment as the same may be amended from time to time.

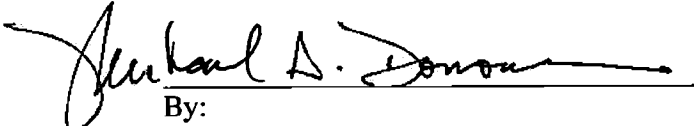
1. **General:** In addition to the remedies for violations included within the Declaration, By-Laws or the Second Amendment, violation of leasing restrictions shall be enforced as follows:
 - a. **First Written Notice:** Unit Owner and tenant/occupant will be mailed a written notice detailing the violation, action(s) which must be taken to resolve the infraction and that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the first written notice.
 - b. **Second Written Notice:** Unit Owner and tenant/occupant will be mailed a second written notice detailing the violation, action(s) which must be taken to resolve the infraction, that a fine of \$500.00 has been levied against their account, that resolution of the violation shall be achieved within ten (10) calendar days of the date written on the second written notice, and that a fine of \$500.00 per month will continue to be assessed for each month the violation continues, or up to two (2) additional months, whichever comes first.
 - c. **Third Written Notice:** If the violation remains unresolved after fines have been assessed for up to two (2) successive months after the second written notice, the Unit Owner and tenant/occupant will be mailed a third written notice informing them that the violation has been referred to the Association attorney for enforcement.

- d. **Referral to Attorney:** The Board of Directors or its managing agent or property manager will contact the Association attorney after mailing the third written notice for counsel as to the most effective means of terminating the violation which shall include but not be limited to all remedies available to the Association in the Second Amendment, the Declaration, the By-Laws, at law and in equity. All fines authorized by these Rules and Regulations plus all costs and reasonable attorney's fees shall be a charge on the land and a continuing lien against the Unit and all improvements located thereon, owned by the Unit Owner or occupied by the occupant thereof, and all such fines, costs and reasonable attorney's fees shall be the personal obligation of the Unit Owner and/or tenant or occupant of the Unit against which such fines, costs and reasonable attorney's fees have been secured.
2. **Continuing Violations.** Any violation which is resolved but reoccurs at any time within ninety (90) calendar days from the date of resolution, shall be considered a continuation of the previous violation and will be enforced in accordance with the relevant next part of these Leasing Rules and Regulations.

Adopted this 2nd day of ~~April~~ ^{May}, 2022, by the undersigned, Michael Donagan, President of the Saratoga Park Homeowner's Association, Inc., who acknowledges and affirms that a meeting of the Board of Directors was held on March 25th, 2022, where a quorum of Directors were present and a motion was made, seconded and passed to adopt these Leasing Rules and Regulations.

[Signature page to follow]

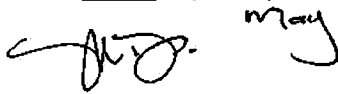
SARATOGA PARK
HOMEOWNER'S ASSOCIATION, INC.


By:
Its: President

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

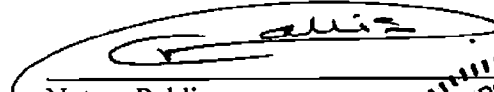
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Donovan with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of Saratoga Park Homeowner's Association, 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.

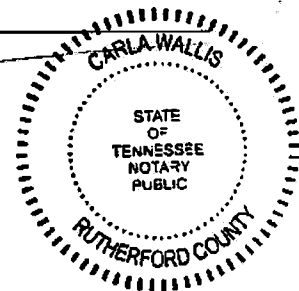
Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, this 2nd day of ~~April~~ ^{May}, 2022.



My Commission Expires:

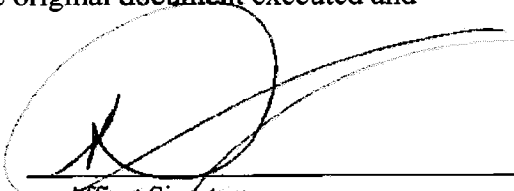
My Commission Expires
November 20, 2023


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 May 18, 2022.



Affiant Signature

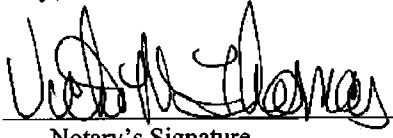
5-18-22

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 18th day of May, 2022.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

