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THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
Kaman & Cusimano, LLC
9005 Overlook Boulevard
Brentwood, Tennessee 37027
(Prepared from information provided
by and at the direction of the Stonecrest
Owners Association, Inc.)

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONECREST**

THIS AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Stonecrest ("Amendment") is made and entered into by the Members of the Stonecrest Owners Association, Inc. ("Stonecrest" or "Association") in accordance with Article XIII, Section 13.1 of the Declaration of Covenants, Conditions and Restrictions for Stonecrest ("Declaration") of record in Record Book 1257, Pages 2150-2249, Register's Office for Rutherford County, Tennessee.

WITNESSETH:

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

WHEREAS, to the extent that any change or new Article, Section, Paragraph and/or Sub-part created by this Amendment, conflicts with any existing Article, Section, Paragraph and/or Sub-part of the Declaration, the Article, Section, Paragraph and/or Sub-part created by this Amendment shall control; and,

WHEREAS, pursuant to Article XIII, Section 13.1 of the Declaration, the Declaration may be amended by the affirmative vote of not less than fifty percent (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present; and,

WHEREAS, as evidenced by their signatures below, the President and Secretary of Stonecrest, certify that a Special meeting of the Members was held on October 3, 2024 where a quorum of Members, present in person or by proxy, made a motion which was seconded and carried by the affirmative vote of fifty percent (50%) of the Members, that this Amendment shall be adopted.

NOW, THEREFORE, by these presents, the Declaration is hereby amended by declaring that all references to “days” within the Declaration shall refer to “calendar days” unless specifically noted otherwise.

NOW, THEREFORE, by these presents, Article XI, Section 11.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

11.4. Leasing

(1) **Definitions.** All definitions included below shall apply to Section 11.4 and the Declaration in its entirety.

- i. **“Biological Unit Owner Heir” or “Biological Heir”** Means the biological or legally adopted children or grandchildren of an Owner; the parent(s), of an Owner; the sisters, brothers, nieces or nephews of an Owner; the step-parent and step-sister or step-brother of an Owner.
- ii. **“Business Day”**. Means a weekday, Monday through Friday, except a legal holiday or a day on which banking institutions in Tennessee are authorized or required by law to be closed. Unless otherwise provided in this Amendment, the Declaration/Master Deed or By-Laws, “days” when used therein, shall mean calendar days.
- iii. **“Home or Homes”**. Shall mean an independently owned structure on a separate Lot that has been constructed for use as a single-family residential dwelling.
- iv. **“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 Home 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.
- v. **“Residence” or “Residential Use”**. Means the place where an Owner’s habitation is fixed and is where, during periods of absence, the Owner definitely intends to return. To determine whether a Unit is being used as a Residence, the Board may consider the following criteria:
 - Location of the person’s occupation;
 - Place of licensing or registration of the person’s personal property;
 - Place of payment of taxes which are governed by residence;
 - Purpose for a person’s presence in a particular place; or,
 - Place of the person’s licensing for activities such as driving.

- vi. **“Short-term rental Unit” or “STR”** means a Home that is rented wholly or partially for a fee for a period of one hundred eighty (180) calendar days or less.
- vii. **“Single-Family”**. An individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three unrelated persons living together in a Home.
- viii. **“Tenant”**. Means a person entitled under a rental agreement to occupy a Home to the exclusion of others.
- ix. **“Transient”**. Means any right to use, occupy or possession, or the use, occupancy or possession of a Home for a period of thirty (30) calendar days or less.

(2) **Lease Restriction and Exceptions**

- (a) **Occupancy Requirement**. With the exception of leasing due to hardship as may be approved in accordance with sub-part (b) of this paragraph (2), all new Owners whose names appear on the deed or other instrument indicating ownership of such Unit, who become an Owner after the date of this Amendment, shall own and occupy such Unit as the Owner’s primary place of residence for the immediate twenty-four (24) consecutive months after the date of purchase or other acquisition of title as a prerequisite to being eligible to lease such Home. The occupancy requirement herein may be satisfied only by each of the Owners whose names appear on the deed or other instrument which vests fee simple title in such Owners’ name. No agent, assignee or other person or entity affiliated with the Owner may occupy the Home as a means of satisfying the twenty-four (24) month occupancy requirement herein.
- (b) **Leasing Cap**. With the exception of Leasing which may be approved by the Board from time to time due to hardship as defined in part (c) below, and Excluded Parties defined in Paragraph 4 below, under no circumstances shall the Board approve any lease which will cause the total number of leased Homes to exceed twenty (20) of the combined total of Homes at Stonecrest. 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) **Hardship Exceptions**. In addition to the twenty (20) Homes restriction in sub-part (b) above, and subject to all of the restrictions recited within this Article XI, Section 1.4, the Board in its discretion, shall be empowered to allow reasonable leasing of Homes to avoid undue hardship for reasons to include, but not limited to:

- (i) Owners who must relocate their place of residence and cannot, within ninety (90) calendar days from the date that the Home was placed on the real estate market, sell the Home for at least the current appraised market value, after having made reasonable and diligent efforts to do so.
- (ii) Deceased Owners whose Homes must be occupied by their heirs or devisees, or whose estate is being administered by their estate and/or surviving heirs at law and must be leased until such Home is sold or permanently occupied by heirs devisees and/or heirs at law.
- (iii) Owners who take a leave of absence or are temporarily relocated a distance of fifty (50) miles or greater from the Home but who intend to return to reside in the Home.
- (iv) Owners who are members of the United States armed forces and are deployed for more than sixty (60) calendar days from their Home and who produce a copy of such orders to the Board as evidence of such deployment.
- (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 Home would result in undue hardship and who have obtained the requisite written approval from the Board, may lease their Home for such duration as the Board reasonably determines is necessary to prevent undue hardship. Under no circumstances however, shall the Board grant any such hardship exception for more than one (1) year at a time, and the Owner shall reapply for the renewal of a hardship exception 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 exception to the Board and does not receive a written approval of renewal hardship exception from the Board prior to the natural expiration of the hardship lease, the hardship exception 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 or lease summary with term of lease and naming all tenants and occupants, the cellular number and email address of all tenants and occupant above the age of eighteen (18) years of age, shall be filed with the Association Secretary or community manager prior to occupancy. The names and contact information provided to the Association Secretary or community association manager shall only be used in the event of an emergency or to provide other notices as may reasonably need to be provided.
- (b) Lease terms shall be for no less than one hundred and eighty (180) calendar days.

- (c) Owners who lease their Homes shall obtain, shall keep in force at all times while the Owner's property is being leased, and provide a copy of a policy of landlord liability insurance to the Association, which insures against injury, liability and property damage.
- (d) There shall be no assignment of any lease unless such assignment is in writing and made only to those excluded transfers of ownership identified Paragraph (4)(b)(ii) below and a copy of such written assignment is provided to the Board or community manager.
- (e) There shall be no subleasing of leases except with the prior written approval of the Owner and a copy of such written sublease provided to the Board or community manager.
- (f) No transient tenants shall be accommodated in any Home.
- (g) No Home shall be advertised and/or used as an STR, 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.
- (h) No Home shall be leased except in its entirety unless such Home is also occupied by the Owner as a primary residence and a roommate also as a primary residence.
- (i) The maximum number of Occupants residing in each Home shall be limited to two (2) people per bedroom, or such greater number as shall be necessary to comply with provisions of the Fair Housing Amendments Act of 1988 or any other applicable law.
- (j) Tenants and occupants named in all leases shall be subject to the Declaration/Master Deed, By-Laws and rules and regulations for Stonecrest, all existing amendments thereto and future amendments as they may be adopted from time to time.
- (k) The Association shall be considered a third-party beneficiary of all leases and sub-leases **for the limited purpose of** enforcing all lease terms and conditions with regard to violations of the Declaration/Master Deed, By-Laws or rules and regulations of the Association in the event the Owner fails or refuses to do so. Provisions of the Declaration/Master Deed, By-Laws or rules and regulations which presently impose liability upon tenants and occupants for violations of such documents, shall be unchanged by this Amendment and shall remain in full force and effect.
- (l) The Board in its discretion, shall be permitted but not required to adopt a reasonable leasing fee to be charged to Owners wishing to lease their Home for the purpose offsetting any damage to Common Area which is attributed to a Tenant or occupant of a Home or to offset other expenses incurred by the Association related to the

leasing of Homes. If such leasing fee is so adopted, it 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 Home who becomes the Owner of the Home 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 recording of this Amendment may lease their Home and are effectively “grandfathered” **and shall not be subject to the leasing cap in Paragraph 2, part (b) of this Amendment.**
 - i. Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Home and the Owner thereof shall then be subject to the provisions recited within this Amendment.
 - ii. A transfer of ownership for the purposes of this part, shall expressly exclude one-time transfers (unless more than one such transfer is otherwise approved in writing by the Board) for the following purposes: 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 an Owner to a legal entity for tax or estate planning purposes; transfers of title by testate or intestate succession. All such transfers however, shall be subject to Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below.
 - iii. All existing Owners who currently lease their Homes shall provide a copy of their written lease to the Association within thirty (30) calendar days of this Amendment. Owners who currently do not lease their Home, but who may lease at a future date, shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, or lease summary naming all tenants and occupants, the cellular number and email address of all tenants and occupant above the age of eighteen (18) years of age, to the Association management company within thirty (30) calendar days prior to tenant’s occupancy.
- (c) **Family Members and Biological Heirs**: Homes which are occupied by the Biological Heirs, children or grandchildren of an Owner; Homes which are occupied by the parent or parents of an Owner; and Homes occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Owner, shall not be considered as Homes which

are leased. Such Homes shall however, be subject to the lease restrictions recited in Paragraph (3) above and Paragraphs (5) (6) and (7) below.

(d) **Association:** With the exception of Paragraph (3) Lease Requirements above and Paragraphs (5), (6) and (7) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by the Association who becomes the Owner of a Home through foreclosure of its lien or any other means pursuant to the satisfaction of the Association's 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/Master Deed, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association.

(6) **Rental Fine Policy.** Violations of this Sub-part (t) shall be subject to the same remedies within the Declaration/Master Deed which currently exist for other violations, including the failure and/or refusal to pay assessments. In addition to such remedies, the Board shall adopt reasonable rules and regulations for the enforcement of any leasing restriction created herein. Such rules and regulations shall include procedures for issuing notices and reasonable fines against Owners in violation. All fines, costs, and reasonable attorney's fees incurred in the enforcement of this part, shall be the responsibility of the Owner. Any and all such fines, costs and reasonable attorney's fees, together with fines created by such rules and regulations, shall be a continuing lien against the Home and shall further be the personal obligation of the Owner.

(7) **Tenant/Occupant Violations.**

(a). **Violation Notice.** 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, Association 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) calendar days of the original violation, shall be considered a continuation of the previous violation. The rules and regulations adopted by the Board for the enforcement of this Paragraph 18, part (n) 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.

(b). **Lease Termination.** After the Board-adopted rules and regulations for the enforcement of this part 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 Home, evict such tenant or occupant and return possession of the Home to the lawful Owner thereof as soon as reasonably possible after the execution of such Writ. All costs for such

action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Home, and be the personal obligation of such Owner.

(c). Lease Termination due to Violence or Threats to Health, Safety or Welfare. Should any tenant or occupant willfully or intentionally commit a violent act, or behave in a manner which constitutes or threatens to be a real and present danger to the health, safety or welfare or the life or property of other owners, tenants or occupants at Stonecrest; or creates a hazardous or unsanitary condition in their Home or within Stonecrest that affects the health, safety or welfare or the life or property of other owners, tenants or occupants; or permits such acts by any person present at Stonecrest at the invitation of such tenant or occupant, the Association shall, on behalf of the Owner, be entitled to exercise all of the remedies and shall comply with all of the requirements of Tenn. Code Ann. § 66-28-517 as the same may be amended from time to time, and the Association shall further be entitled to file suit against such tenant and/or occupant for unlawful detainer seeking eviction and shall be entitled to file Writs seeking possession of the House on behalf of the Owner and shall return possession of the Home to such Owner as soon as reasonably possible after the execution of such Writ.

All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Home against which such costs and reasonable attorney's fees were incurred; and such costs, together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Home at the time the fine(s) were levied.

NOW, THEREFORE, by these presents, Article XI, Use Restrictions, of the Declaration is hereby amended by adding the following Section 11.28 thereto as follows:

Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article VII, Section 7.13 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

Only the changes and amendments made by this Amendment shall be changed. All other terms, conditions, restrictions and provisions of the Declaration/Master Deed and previous amendments thereto, shall survive and continue to remain in full force and effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 8th of October, 2024.

STONECREST OWNERS ASSOCIATION, INC.

Mary Lou Dunn
By: **Mary Lou Dunn**
Its: President

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Mary Lou Dunn 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 Stonecrest Owners 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.

8th Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, this day of October, 2024.

My Commission Expires:

My Commission Expires
December 18, 2027

Carla Swart
Notary Public



**AFFIDAVIT OF AFFIRMATIVE VOTE OR WRITTEN CONSENT
FOR AMENDMENT
BY
SECRETARY OF STONECREST OWNERS ASSOCIATION, INC.**

The undersigned, Tyler D. Perchausse, Secretary of Stonecrest Owners Association, Inc., certifies and affirms that in accordance with Article XIII, Section 13.1 of the Declaration of Covenants, Conditions and Restrictions for Stonecrest, a Special meeting of the Members was held on October 3rd, 2024 where a quorum of Members, present in person or by proxy, made a motion which was seconded and carried by the affirmative vote or written consent of fifty percent (50%) of the Members, that this Amendment to the Declaration of Covenants, Conditions and Restrictions for Stonecrest shall be adopted.

**STONECREST OWNERS
ASSOCIATION, INC.**



By:

Its: Secretary

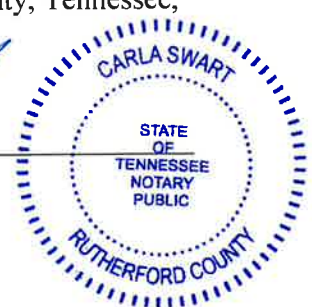
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Tyler D. Perchausse 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 Stonecrest Owners Association, Inc., 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 Murfreesboro, Rutherford County, Tennessee,
this 8th day of October, 2024.

My Commission Expires
December 18, 2027


Notary Public



My Commission Expires: