

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1266109
Rec'd: 20.00 Instrument #: 2565698
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 10/11/2024 at 11:39 AM
Total: 22.00 in
Record Book 2478 Pgs 1720-1723

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

STONECREST OWNER'S ASSOCIATION, INC.

RULES & REGULATIONS

LEASING FEE ASSESSMENT POLICY

Adopted October 2024

This Leasing Fee Assessment Policy is adopted by the Board of Directors ("Board" or "Directors") of Stonecrest Owner's Association, Inc. ("Stonecrest" 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 Stonecrest, 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 Declaration of Covenants, Conditions and Restrictions for Stonecrest ("Declaration"), the By-Laws and duly adopted Association rules and regulations and fine policies. **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

1. Stonecrest HOA: \$400.00 per year
2. Managing Agent: \$100.00 per year

B. Enforcement for Non-Payment

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

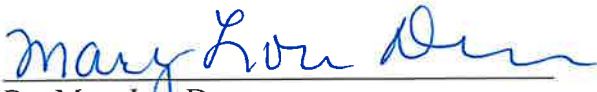
- 1 First Written Notice: Owner will be mailed a written notice to the address of record and/or by email to the Owner allowing ten (10) calendar days from the date of such written notice to remit the unpaid fees in part A above.
- 2 Second Written Notice: If such fees remain unpaid after the first written 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.

If the violation continues past the five (5) calendar days, an additional five (\$5.00) dollars per week will be assessed and will continue for up to four (4) weeks from the expiration of the five (5) calendar days written on the Third Written Notice.

- 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 8th day of October, 2024, by the undersigned, Mary Lou Dunn, President of the Stonecrest Owner's Association, Inc., who acknowledges and affirms that a meeting of the Board of Directors was held on August 12, 2024 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.

STONECREST
OWNERS' ASSOCIATION, INC.



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.

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

**My Commission Expires
December 18, 2027**

My Commission Expires:

