



**Gerald C. Wigger**  
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Direct: 615.780.7472

June 10, 2022

VIA U.S. MAIL

Re: Stoner's Glen Homeowners Association

Dear Owner:

Please find the attached amendment which was composed in follow up to the 2022 Annual Meeting.

Please be sure to take a few minutes to read it carefully, execute the document in the presence of a Notary Public and mail it to:

Stoner's Glen HOA c/o  
David Floyd & Associates, Inc.  
104 East Park Drive, Suite 320  
Brentwood, TN 37027

The amendment will prevent all future owners/buyers from being able to rent their home.

HOWEVER, all owners who purchased before the previous rental amendment on August 29, 2016 still have the right to lease their homes for any time period within the laws and ordinances of Nashville, Davidson County, and the State of Tennessee.

ALSO, all owners who have purchased their home since the prior rental amendment still have the right to lease their homes for a period not less than six (6) months. All Short-Term Rentals are prohibited as a result of the Fourth Amendment and this proposed Fifth Amendment.

Apparently, several owners are of the opinion that this amendment will prevent current Owners from future leasing at Stoner's Glen. This is simply not the case and we wanted to make sure that everyone is on the same page. All current Owners are permitted to lease their homes, on a Long Term basis (180 consecutive days), until the transfer of the home.

Very truly yours,

ORTALE KELLEY LAW FIRM, PLLC

Gerald C. Wigger

THIS DOCUMENT WAS PREPARED BY:  
ORTALE KELLEY LAW FIRM (GCW)  
330 Commerce Street  
Suite 110  
Nashville, TN 37201

**FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR STONER’S GLEN,  
A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS**

THIS FIFTH AMENDMENT (“Fifth Amendment”) TO THE DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS FOR STONER’S GLEN, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS is entered into this the \_\_\_\_ day of \_\_\_\_\_, 2022, on behalf of the Unit Owners of Stoner’s Glen, and members of Stoner’s Glen Townhouse Corporation, a Tennessee not for profit corporation (the “Association”).

**W I T N E S S E T H:**

**WHEREAS**, pursuant to Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, Phase One, dated May 24, 2000, of record as Instrument No. 200005260052723, Register's Office for Davidson County, Tennessee (the "Declaration"), the real property described therein was devoted to the covenants, conditions and restrictions contained in the Declaration;

**WHEREAS**, the Declaration was amended and additional property was annexed, pursuant to the certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, Annexing Additional Property as Phase Two and Amending Additional Provisions, dated December 5, 2000 (the “First Amendment”), of record as Instrument No. 20001215-0123565, Register's Office for Davidson County, Tennessee; the certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, Annexing Additional Property as Phase Three and Amending Additional Provisions, and First Amendment to Bylaws of Stoner's Glen Townhouse Corporation dated January 15, 2002 (the “Second Amendment”), of record as Instrument No. 20020115-0006136, Register's Office for Davidson County, Tennessee; the certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, Annexing Additional Property as Phase Four and Amending Additional Provisions dated January 15, 2004 (the “Third Amendment”) of record as Instrument No. 20020115-0006136, Register's Office for Davidson County, Tennessee; and the certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, dated August 24, 2016 (the “Fourth Amendment”), of record as Instrument No. 20160829-0090242, Register’s Office for Davidson County, Tennessee.

**WHEREAS**, pursuant to Section 21(b) of the Declaration, the requisite number of Members of the Association desire to further amend said Declaration as set forth herein; and

**WHEREAS**, the Secretary of the Association has certified that Members representing at least two-thirds (2/3rds) of the votes of the total Unit Owners affirmatively cast their votes to amend the Declaration, and that all lien holders of record have been notified by certified mail of such change.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereby amend the Declaration as follows:

1. The Declaration shall be amended by deleting the existing Section 32 in its entirety, and replacing it with the following:

**32. Leasing.**

- (a) Definition. “Leasing” for purposes of this Declaration, is defined as any short-term transient or vacation-type occupancy or the regular, monthly, quarterly or annual occupancy of a Unit by any person or persons other than the Owner regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument; and shall include contract for deed and/or lease-purchase agreements.
- (b) Lease Restrictions. With the exception of Excluded Parties defined in Section 32(d) below, there shall be no leasing, of any duration or nature, of Units within Stoner’s Glen.
- (c) Lease Requirements. Such leasing as is permitted herein shall be subject to reasonable rules and regulations promulgated by the Board as may be adopted from time to time, and the following requirements:
  - (i) 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.
  - (ii) Lease terms shall be for no less than one hundred eighty (180) days.
  - (iii) There shall be no subleasing or assignment of leases except with the prior written approval of the Board.
  - (iv) No transient tenants shall be accommodated in any Unit.
  - (v) No Unit 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.
  - (vi) No Unit shall be leased except in its entirety.
  - (vii) Tenants and occupants named in all leases shall be subject to the Declaration of Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations for Stoner’s Glen Townhouse Corporation, as the same may be amended from time to time.
  - (viii) 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 if the Board elects to implement such leasing fee. If the Board

elects to adopt a leasing fee, such fee shall be reasonable and shall apply equally to all Owners who lease their Unit.

**(d) Existing Owners.**

- (i)** Subject to the requirements listed in this Section 32, existing Owners as of the date of this Amendment may lease their Unit and are effectively “grandfathered.” 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 Association rules and regulations and other policies for the Association. Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Unit 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 the remainder of the provisions in this Section 32.
- (iii)** All existing Owners who currently lease their Units 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 Unit, 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.

2. This Amendment shall take effect and be applied prospectively as of the date that it is recorded in the Register’s Office for Davidson County, Tennessee.

3. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration, as applicable.

4. All terms and provisions of the Declaration not heretofore amended shall remain in full force and effect.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, in accordance with Section 19 of the Declaration, I the undersigned, representing one (1) of the required sixty-seven percent (67%) of the votes of the Owners in Stoner's Glen Townhouse Corporation, have executed this instrument as of this the \_\_\_\_ of \_\_\_\_\_, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

\_\_\_\_\_  
**Owner (Signed)**

\_\_\_\_\_  
**Owner (Printed)**

\_\_\_\_\_  
**Address (Stoner's Glen)**

\_\_\_\_\_  
**Mailing Address (if different than Stoner's Glen)**

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at \_\_\_\_\_, Davidson County, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires: