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**PICK-UP**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
STONER'S GLEN, A HORIZONTAL PROPERTY REGIME  
WITH PRIVATE ELEMENTS, PHASE ONE**

**THIS DECLARATION**, made and entered into by **STONER'S GLEN, LLC**, a Tennessee limited liability company, for convenience hereinafter referred to as the "Developer".

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of certain real property located in the County of Davidson, State of Tennessee, and described on Exhibit A attached hereto (the "Parcel"); and

**WHEREAS**, the Developer intends to and does hereby submit the above-described parcel of real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (the "Property") to the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 et seq., for the express purpose of establishing thereon a horizontal property regime with private elements to be known as Stoner's Glen; and

**WHEREAS**, the Developer further desires to establish said horizontal property regime for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property.

**NOW, THEREFORE**, the Developer declares as follows:

1. **Definitions.** As used herein, unless the context otherwise requires:

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Tenn. Code Ann., Sections 66-27-101, et seq.

(b) "Association" means Stoner's Glen Townhouse Corporation, a Tennessee not-for-profit corporation.

(c) "Board" means the Board of Directors of the Stoner's Glen Townhouse Corporation, a Tennessee not-for-profit corporation.

(d) "Building" or "Buildings" means the buildings located on the Parcel and forming part of the Property and containing the Units. The "Building" or "Buildings" are and shall be delineated on the Plat. Upon annexation of additional phases into the provisions hereof, Building or Buildings shall also mean the buildings located upon the additional phase or phases so annexed.

(e) "Bylaws" means the Bylaws of the Stoner's Glen Townhouse Corporation attached hereto as Exhibit "B" and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

(f) "Common Elements" means all real and personal property within the Property other than the Units (which include the Private Elements within the Units), which are now or hereafter owned by the Association. The Common Elements are all areas included in the Parcel which are not a part of the Private Elements shown on the Plat and shall be held by the Association for the common use and enjoyment of the Unit Owners. The Common Elements shall include, but shall not be limited to lawns (other than those within Private Elements), parking areas, drainage structures and facilities, ponds, waterways, fences, sidewalks, signs, lights, utilities and other improvements. Common Elements in Phase One, and all subsequent phases added to the provisions of this Declaration, shall be transferred to the Association. "Common Elements as used herein shall also mean "General Common Elements" as set forth in the Act.

(g) "Declaration" means this instrument, as amended from time to time.

(h) "Developer" means Stoner's Glen, LLC, a Tennessee limited liability company, its successors and assigns, provided such successors or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(i) "Limited Common Elements" means any Common Elements contiguous to and serving a single Unit or a certain number of Units to the exclusion of other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat, or by later decision of all of the Unit Owners.

(j) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the voting rights of the Unit Owners.



(k) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(l) "Parcel" means the parcel or tract of real estate described on Exhibit "A" attached to this Declaration. Upon annexation of additional phases into the provisions hereof, Parcel shall also mean the additional property so annexed.

(m) "Person" means a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

(n) "Plat" means the plat or survey of the Parcel submitted to the provisions of the Act showing the number of each Unit, expressing its area, location and other data necessary for identification including but not limited to the area of the Private Elements upon which the Unit is located, said Plat for Stoner's Glen, Phase One, being of record at Instrument No. 200005260052598, Register's Office for Davidson County, Tennessee. Upon annexation of additional phases into the provisions hereof, Plat shall also mean the plat for the additional phase or phases so annexed.

(o) "Private Elements" means the lot area upon which each Unit is located and the improvements now or hereafter located thereon. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such Unit. The area of the Private Elements for each Unit is as shown on the Plat. Lots, as referenced on the Plat, shall be deemed to refer to the Private Elements.

(p) "Property" means all the land and space comprising the Parcel, and all improvements and structures thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act. Upon annexation of additional phases into the provisions hereof, Property shall also mean and include the additional area so annexed.

(q) "Record" or "Recording" refers to the record or recording in the office of the Register of Deeds of Davidson County, Tennessee.

(r) "Unit" means a portion of the Property as shown and designated in the Plat for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Units are identified by number on the Plat and may be held and conveyed by reference to such number. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Each Unit is numbered as shown on the Plat. Any Unit may be jointly or commonly owned in any estate recognized under applicable law. The term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

(s) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, and shall be deemed the

same as a "co-owner" under the Act. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner so long as the Developer is the title holder of any Unit.

**2. Submission of Property to the Act.** The Developer, by recording this Declaration, does hereby submit and subject the Parcel and the Property to the provisions of the Act and hereby establishes a horizontal property regime with private elements as authorized and described in the Act and to be hereafter known as Stoner's Glen.

**3. Plat.** The Plat sets forth the numbers, areas, locations, and other data as required by the Act.

**4. Units.** The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

**5. (a) Association of Unit Owners and Administration and Operation of the Property.** There has been or will be formed an Association having the name Stoner's Glen Townhouse Corporation, a Tennessee not-for-profit corporation, which Association shall be the governing body for all of the Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property as provided in the Act, this Declaration and Bylaws. The Unit Owners shall each be members of the Association, with each Unit holding an undivided membership interest in the Association which shall be appurtenant to such Unit, each such membership interest appurtenant to a Unit being in an equal share, subject to the provisions concerning voting hereinafter set forth. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit "B" and made a part hereof. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and Bylaws. Each Unit Owner shall be a member of the Association so long as such Owner is a Unit Owner. A Unit Owner's membership shall automatically terminate when such Owner ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall automatically succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners with one (1) vote granted to each Unit.

**(b) Voting Membership.**

**Class A.** Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned. When

more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

**Class B.** The Class B member shall be the Developer and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in all phases of Stoner's Glen which are contemplated to be platted have been sold by Developer; or

(ii) December 31, 2005.

(c) **Management of Property.** The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (d) below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in paragraph 10 below. Any vote of the Board to adopt any form of management of the Property without the services of a professional property management company shall be subject to the prior approval of a majority of all first mortgagees of Units.

(d) **Initial Management Contract.** The First Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Developer, on behalf of the Association, and a management corporation, to act as Managing Agent for the Property, for a term as approved by said First Board, but not to exceed one (1) year.

(e) **Use by Developer.** During the period of sale by the Developer of any Units, the Developer, and the Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for purposes of sale of the Units. While the Developer owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units, or as a sales office, and may maintain customary signs in connection therewith.

(f) **Non-Liability of the Directors, Board, Officers and Developer.** Neither the directors, Board, officers of the association, nor the Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, or Developer, and their respective heirs, executors, administrators, successors and assigns in accordance with the Charter of the Association and Bylaws.

(g) **Interest of Association in Common Elements.** Ownership of the Common Elements shall be vested in the Association.

6. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or Bylaws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

7. **Ownership of Interests in the Association.** Subject to the provisions concerning voting rights hereinabove contained, each Unit shall be allocated an equal percentage ownership in the Association. The percentages of ownership interests shall remain constant unless hereafter changed by recorded amendment to this Declaration consented to in writing by the Unit Owners, in accordance with the requirements hereinafter contained. Said ownership interest shall be an undivided interest, and the undivided membership interests in the Association shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Association corresponding to said Unit. The undivided percentage of ownership in the Association corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

8. **Use of the Common Elements.** Except as hereinafter set forth, each Unit Owner shall have the right to use the Common Elements (except the Private Elements) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and such Owner's agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Private Elements attributable to the Unit. Such rights to use the Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, Bylaws and any rules and regulations established by the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. **Storage Areas and Parking Spaces.** Any storage areas on the Property, except those inside the Units and those which are Private Elements, shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Parking spaces within the Parcel, even though located on Private Elements, shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe.

10. (a) **Common Expenses.** Each Unit Owner shall pay an equal share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and Bylaws (which expenses are herein

sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Payment of common expenses, including any prepayment thereof required by any contract for a sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of such Unit Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the Common Elements, or by abandonment of such Owner's Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum, after said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Unit as provided in the Act. Each assessment for common expenses against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment is due. A successor in title to a Unit shall not be personally obligated to pay any unpaid assessments for common expenses which have been levied against a Unit unless such successor in title expressly assumes the payment of the same, provided, however, any lien encumbering a Unit as above described shall not be affected by transfer of a Unit.

The Developer shall not be required to expend from its own funds any sums of money for maintenance, improvements, or any other expenses of the administration of the Common Elements, and no Unit owned by the Developer shall be assessed for common expenses, or otherwise, until such time as construction of such Unit is completed and occupied by a tenant of Developer, or is sold by the Developer. This paragraph of Section 10, subsection (a), may not be modified or amended without the unanimous written consent of all Unit Owners.

**(b) Enforcement.** In the event any Unit Owner fails to maintain such Owner's Unit, including the Private Elements attributable to such Unit, or in the event any Unit Owner fails to pay such Owner's proportionate share of any common expense when such is due, then in any such event the Board may after ten (10) days' notice to the defaulting Unit Owner, perform such maintenance, advance and pay such sums, or do any other reasonable act necessary to cure such default. The Association shall have a lien against the Unit of the defaulting Unit Owner securing payment of the sums expended or advanced, and shall be entitled to enforce such lien by filing suit in a court of competent jurisdiction. In the event the Association is successful in such suit, it shall be entitled to recover reasonable attorney fees and costs incurred in such suit and enforcement of its rights.

**(c) Mortgage and Deed of Trust Protection.** The lien for common expenses payable by a Unit Owner shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and deed of trust beneficiaries of record.

**(d) Special Assessments.** In addition to the annual assessments for common expenses authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement

of capital improvements upon the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Unit Owners.

**11. Mortgages and Deeds of Trust.** Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages and deeds of trust for such Unit Owners' respective Unit, including such Unit Owner's respective ownership interest in the Association. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of such Owner's Unit and the interest in the Association corresponding thereto.

**12. Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit Owner for such Owner's Unit and including the corresponding percentage of ownership in the Association, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay such Owner's proportionate share thereof in accordance with such Owner's respective percentage of ownership interest in the Association, and, in said event, such taxes shall be a common expense.

**13. Insurance.** The Board shall have the authority to and shall obtain insurance for the Property, including the Units and Private Elements, and the Common Elements, exclusive of the additions within, improvements to and decorating of the Units by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Such insurance shall, if possible, include all or any portion of all Limited Common Elements. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board of the Association, as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Association, as set forth in the Declaration, and for the holders of mortgages and deeds of trust on his Unit, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for such Owner's Unit and such Owner's corresponding percentage of ownership in the Association.

In the event of damage to or destruction of any Buildings or Common Elements as a result of fire or other casualty covered by insurance proceeds (unless more than two-thirds (2/3) of the Buildings require reconstruction) the Board shall, in its discretion, with the prior written approval of a majority of the mortgagees of the Units affected, determine and, without intervention of any Unit Owner, arrange for the prompt repair and restoration of the damaged portions of all Units, Buildings and Common Elements substantially in accordance with the

original plans and specifications therefor. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners directly affected by the damage, in proportion to each Unit's percentage of ownership in the Association. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering, or furniture, furnishings, fixtures, appliances or equipment installed in the Unit by a Unit Owner or Occupant unless insurance therefor is specifically provided for in the insurance policy obtained by the Board.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all the Buildings are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners and their mortgagees, the insurance proceeds shall be delivered to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the respective interests of the Unit Owners, as computed by dividing the square footage of each Unit by the total square footage of all Units taken together; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale and the net proceeds of all insurance policies shall thereupon be distributed to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each Unit Owner in the Association. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board, shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn Declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, mortgagees of record, if any, the Association, its officers, directors, Board and employees, the Developer, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for such Owner's corresponding percentage of ownership in the Association. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officers of the Association, and members of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of such Owner's Unit, as well as additions and improvements thereto, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against such Owner's personal liability and loss or damage by fire or other hazards above and beyond the extent that such Owner's liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at such Owner's option and expense, obtain additional insurance.

#### **14. Maintenance, Repairs and Replacements.**

(a) **Obligations of Unit Owners.** Each Unit Owner, at such Owner's expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within the interior of such Owner's Unit, including plumbing, pipes, wiring, appliances, and structural components of the Unit. In addition each Unit Owner shall be responsible for all exterior glass, windows, including storm windows, screens, and doors, including storm doors.

(b) **Obligations of Association.** The Association shall be responsible for maintenance of, repairs to and replacements within the Common Elements, including landscaping and yard maintenance, and on the Units and Private Elements the Association shall be responsible for exterior landscaping, walkways, porches, decks and balconies, painting and non-structural maintenance and repair of roofs, gutters, down-spouts, trim, caulking and other exterior repairs of a non-structural nature, provided that such exterior maintenance responsibilities shall not include glass, windows, including storm windows, screens and doors, including storm doors, which shall be the responsibility of the Unit Owner. Other items of maintenance, repair and replacement in the Units shall be the responsibility of the Unit Owner. The cost of maintenance of, repairs to and replacements which are the responsibility of the Association shall be part of the common expenses, subject to the Bylaws, rules and regulations of the Association. Notwithstanding the foregoing, to the extent not covered by the Association's insurance, the expenses for the maintenance, repair or replacement of Private Elements shall be borne by the Owner of the Unit to which such Limited Common Elements are appurtenant and at the discretion of the Board, maintenance of, repairs to and replacements within the other Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacement within the Private Elements or Common Elements to arrange for such maintenance, repairs and replacement in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractors' and subcontractors' sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) **Loss Attributable to Unit Owner.** Notwithstanding the foregoing, if, due to the act or neglect of a Unit Owner, or the agent, servant, tenant, family member, invitee, licensee or household pet thereof, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which



would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

The authorized representative of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Private Elements as may be required in connection with the preservation of any individual Unit or Private Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Private Elements or any equipment, facilities or fixtures affecting or serving the other Units, Common Elements or Private Elements or to make any alteration required by any governmental authority.

**15. Architectural Control, Alterations, Additions or Improvements.**

(a) **Architectural Control.** No structure may be erected, placed or altered on any Private Elements, and no building permit may be obtained, until the construction plans and building specifications and a plan showing (i) the location of improvements on the Private Elements; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material and roof material (including delivery of samples thereof); (iv) the color of paint or stain to be applied to any exterior surfaces and the color of the roof material (including delivery of samples thereof); and (v) the location and size of the driveway (which shall be exposed aggregate concrete, unless otherwise approved by Declarant), shall have been approved in writing by the Developer, or any Architectural Control Committee designated by the Board

(b) **Alterations, Additions or Improvements.** Except as provided specifically herein, no alteration of any Common Elements or Private Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements and Private Elements as provided in the Bylaws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Private Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

**16. Decorating.** Each Unit Owner, at such Owner's expense, shall furnish and be responsible for all decorating within such Owner's Unit and Private Elements serving such Unit.

**17. Encroachments and Easements.** If any portions of the Common Elements shall actually encroach upon any Unit or Private Elements, or if any Unit or Private Elements shall actually encroach upon any portions of the Common Elements, or if any Unit or Private Elements shall actually encroach upon another Unit or Private Elements, as the Common Elements, Units and Private Elements are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the horizontal property regime.

**18. Association's Right to Purchase at a Foreclosure Sale.** The Board shall have the power and authority to bid and purchase, for and on behalf of any Unit, or interest therein, at a sale pursuant to a deed of trust or mortgage foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than three-fifths (3/5) of the total votes of the Unit Owners. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit.

The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Association appurtenant thereto.

**19. Use and Occupancy Restrictions.** Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed and as allowed by municipal zoning laws. Each Unit shall be used as a residence or such other use permitted by this Declaration, and for no other purposes except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining a personal professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions or municipal zoning law.

No Unit or Common Elements may be used in violation of the restrictions and provisions contained in the Bylaws.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, that any areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

**20. Remedies.** In the event of any violation of the provisions of the Act, Declaration, Bylaws or rules and regulations of the Board or Association by any Unit Owner (either by the Unit Owner's own conduct or by the conduct of any other Occupant of such Owners Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the Unit through judicial process as provided hereinbefore, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten (10%) percent per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of such Owner's respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of the Unit Owner's respective share of the common expenses, upon the Unit and ownership interest in the Association of such defaulting Unit Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property in such Owners Unit or located elsewhere on the Property, provided, however, that such lien shall subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said mortgage or deed of trust owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its mortgage or deed of trust. In the event of any such default by any Unit Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgages and deeds of trust against Units.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Master Deed; (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by such Owner's conduct or by the conduct of any other occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Master Deed or the regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control such Owner's Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring such Owners interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Association, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Unit ownership sold subject to this Declaration.

In addition to the other remedies provided for herein, in the event of a default by a Unit Owner in the payment of such Unit Owner's respective share of the common expenses which default continues for a period of ninety (90) days, the Board shall have the power and authority to place such Unit Owner's name on a list of delinquent Unit Owners, which list may be posted at a place designated by the Board for notices.

## **21. Amendments.**

(a) **Amendments Annexing Additional Phases.** The Developer may, but shall not be obligated to, incorporate additional area into additional phases of the horizontal property regime governed by this Declaration. The annexation of such additional phases shall be accomplished by the unilateral execution by Developer, and recording, of an amendment to this instrument setting forth the additional real property to be brought within the provisions of this Declaration and reciting that it shall be held and conveyed subject to the provisions hereof as an additional phase or phases of Stoner's Glen. Upon the addition of additional Units to the Stoner's Glen horizontal property regime, then the percentage ownership in the Association of the Unit Owners shall be automatically adjusted so that each Unit Owner owns an equal undivided ownership interest in the Association.

**(b) Other Amendments.** Except as specifically stated elsewhere herein, and except for this Section 21, any provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit Owners owning not less than two-thirds (2/3rds) of the total Units and acknowledged, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument.

However, if the Act, the Declaration or the Bylaws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, whether accomplished under the provisions of the preceding paragraph, shall be effective upon recording of such instrument in the office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Notwithstanding the above, the Developer shall have the right to make and record any necessary amendment to this instrument for the express purpose of completion of development or correction of clerical errors or as may be required to obtain FHA/VA and/or FNMA approval for the horizontal property regime.

**22. Notices.** Notices provided for in the Act, Declaration or Bylaws shall be in writing, and shall be addressed if to a Unit Owner, to the address of such Owner's Unit, and if to the Association or Board, as the case may be to the registered office, as set forth in Charter of the Association or to such other address as may be designated by the Association or Board from time to time, or at such other address as may be hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

**23. Severability.** If any provision of the Declaration or Bylaws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Bylaws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the Bylaws shall be construed as if such invalid part was never included therein.

**24. Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of Tennessee, Don Sunquist.

**25. Rights and Obligations.** Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners, tenants and Occupants of a Unit shall be subject to, and shall comply with, the provisions of the Bylaws appended hereto and recorded herewith as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the said Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner, tenant or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of the Declaration, Bylaws and rules and regulations may be incorporated by reference in, and become part of, the agreement between any mortgagee and any present or future Unit Owner who enters into such an agreement with a mortgagee. When so incorporated, any default in the terms and conditions of the Declaration, Bylaws and rules and regulations may be considered as a default by the mortgagee, whereupon said mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

**26. Trustee as Unit Owner.** In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holder trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to

apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

**27. Condemnation.** In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association and all mortgagees affected. If a majority of the Board in their discretion, with written consent of a majority of the mortgagees affected, approve the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board and the mortgagees do not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of such Unit's percentage of ownership in the Association to the Unit Owners and the mortgagees as their interests may appear.

**28. Rights Reserved.** The Unit Owner's right of enjoyment in the property commonly owned by the Association as herein created shall be subject to:

(a) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

(b) The right of the Association to charge reasonable fees for the use of the parts of the Common Elements; and

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution, dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless the Developer (its successors or assigns) and members of the Association entitled to cast ninety percent (90%) of the total votes of members have been recorded, agreeing to such act; and

(d) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and the Units.

**29. Provisions Relative to Mortgagee's Rights and to Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Regulations.** Notwithstanding anything to the contrary contained in this Declaration, or in the Bylaws which are attached hereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA") pertaining to projects of this nature are

hereby incorporated as terms and conditions of the Declaration and Bylaws and such shall be governing upon the Property, the Developer, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee as found in Tennessee Code Annotated, Section 66-27-101, et seq., as such may be amended.

Specifically, without limitation upon the foregoing, the following provisions shall be fully effective and controlling over any terms of the Declaration or Bylaws which are in conflict. Any portions of such Declaration or Bylaws which are in conflict with this paragraph, or any portion of the FHLMC and FNMA regulations pertaining to planned unit developments, are hereby deleted and the following rights of mortgagees are itemized as follows:

(a) A first mortgagee, and any insurer or guarantor of any mortgage or deed of trust, under a Unit at such party's request is entitled to a financial statement of the Association for the preceding fiscal year.

(b) Any first mortgagee, or other transferee, of a Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, deed of trust, foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit, which accrue prior to the time such holder comes into possession of the Unit.

(c) Unless two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), or owners (other than the Developer) of Units have given their prior written approval, the Association shall not be entitled to:

(i) Change the percentage interests of ownership of all or any Unit or Unit Owners, except that percentage ownership of the Association may be reduced due to the addition of a phase or phases to the horizontal property regime as provided hereinabove.

(ii) Partition or subdivide any Unit or the Common Elements.

(iii) By act or omission seek to abandon the horizontal property regime or status of the Property, or encumber, sell or transfer the Common Elements, except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements.

(iv) Use hazard insurance proceeds for losses to any Property (whether to individual Units or Common Elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided in Tenn. Code Ann., Section 66-27-118, in case of substantial loss to the Units and/or Common Elements to the horizontal property regime.

(d) Unit owners, first mortgage holders, and insurers or guarantors of any first mortgage shall have the right to examine the books, records, current copies of the Declaration and Bylaws, and rules and regulations of the Association during normal business hours and upon request.



(e) An adequate reserve fund for maintenance, repair and replacement of Common Elements which must be replaced on a periodic basis will be established and funded by regular monthly payments rather than by special assessments. A working capital fund for the initial months of operation equal to at least two (2) months' assessments for each Unit must be established, collected and transferred to the Association at the time of closing of sale by the Developer of each Unit and maintained in an account for the use and benefit of the Association.

(f) As set forth in Tenn. Code Ann., Section 66-27-120, all taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual Unit and not to the horizontal property regime as a whole.

(g) No Unit Owner, or any other party shall have priority over any rights of the first mortgagees of Units and/or Common Elements.

(h) Any agreement for professional management of the horizontal property regime, whether it be by the Developer, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years. Prior to passage of control from the Developer, the Association shall not be bound, directly or indirectly, to contracts or leases unless there is a right of termination of such upon not more than ninety (90) days' notice without penalty.

(i) Upon written request, the Association shall give to any mortgagee of a Unit, the FHLMC, FNMA, any lending institution servicing such mortgages as are acquired by the FHLMC or FNMA, or any insurer or guarantor of a mortgage or deed of trust on a Unit, timely notice in writing of any loss to or the taking of the Common Elements if such loss or taking exceeds \$50,000.00, or of any other condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage, a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action that requires the consent of a specified percentage of mortgagees. The Association may rely upon the information contained in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws, for a list of mortgagees to be notified hereby.

(j) The interest of a first mortgagee in a mortgaged Unit shall be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest the Board, the Developer or any Unit Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

(k) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all of the rights granted to an institutional first mortgagee under its Deed of Trust, and under the laws of the State of Tennessee.

(l) A first mortgagee of a Unit Owner, upon written request, is entitled to written notification from the Association of any default in the performance by such Unit Owner of any obligation under this Declaration and/or Bylaws which is not cured within sixty (60) days.

(m) The casualty and liability insurance and fidelity bond coverage required to be maintained by the Association shall meet the requirements specified in FNMA Lending Guide, Chapter Three, Part 5, "Insurance Requirements."

30. **Party Walls.** Each wall built as a part of the original construction of a structure upon the Private Elements and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be equally shared by the Unit Owners who make use of the wall, provided that the party causing any damage shall be responsible for the full cost thereof in accordance with applicable law.

31. **Legal Opinion.** The legal opinion required in Tennessee Code Annotated Section 66-27-103(b) to create a planned unit development under said statute is attached hereto as Exhibit C.

24<sup>th</sup> IN WITNESS WHEREOF, the undersigned has executed this Declaration this the day of May, 2000.

STONER'S GLEN, LLC,  
a Tennessee limited liability company

By: David H. Parker, Chief Manager  
David H. Parker, Chief Manager

STATE OF TENNESSEE   )  
COUNTY OF DAVIDSON   )

Personally appeared before me, the undersigned, a notary public in and for said county and state, **DAVID H. PARKER**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is **CHIEF MANAGER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker to execute this instrument on behalf of the maker.

Witness my hand, at office, this the 24<sup>th</sup> day of May, 2000.

My commission expires: 9/23/00

Linda H. Robertson  
Notary Public

## EXHIBIT A

Prepared By: C.. Michael Moran, RLS  
535 Benzing Road  
Antioch, TN 37013

### LAND DESCRIPTION

#### STONER'S GLEN, PHASE ONE

Being a certain tract of land located in the 13th Councilmanic District of Nashville-Davidson County, TN;

Beginning at an iron rod situated in the easterly margin of Andrew Jackson Pkwy (42' from CL); said iron rod being the most northerly radius return point (25' Radius) for Stoners Glen Drive;

Thence along the said margin of Andrew Jackson Pkwy and with a curve to the left having a radius of 1463.73' an arc length of 89.32' (chord=N 21°-41'-50" W - 89.30') to a point;

Thence, N 23°-26'-16" W - 448.63' to a point;

Thence, N 07°-31'-34" E - 54.42' to a point;

Thence; N 23°-26'-16" W - 67.27' to a point in the approximate centerline of Stoner's Creek; said point being situated in the southerly boundary line of the Frank Tatum, etux property as evidenced in Book 4080 Page 551 R.O.D.C.;

Thence, leaving the said margin of Andrew Jackson Parkway and with the approximate centerline of Stoner's Creek and the said boundary line of Frank Tatum, N 28°-17'-27" E - 312.30' to a point;

Thence, N 61°-29'-15" E - 343.88' to a point;

Thence, N 52°-53'-06" E - 249.89' to a point (passing the common corner of Tatum and Heritage Meadows Phase Two as recorded in Book 9700 Page 525 R.O.D.C. at 50'+/-);

Thence, leaving the said centerline of Stoner's Creek and the southerly boundary line of said Heritage Meadows Phase 2 and along a new line, S 39°-11'-18" E - 613.09' to a point;

Thence, N 50°-48'-42" E - 45.62' to a point;

Thence, S 39°-11'-18" E - 183.11' to a point situated on the northerly margin of Stoner's Glen Drive;

Thence, along said margin of Stoner's Glen Drive S 50°-48'-42" W 290.43' to an iron rod; said iron rod being a corner of Lot #1 of Stoner's Glen as recorded by Instrument #200005050045403 RODC, Tn;

Thence, leaving the said margin of Stoner's Glen Drive and along the boundary of said Lot #1 of Stoner's Glen N 39°-11'-18" W - 133.11' to an iron rod;

Thence, N 50°-48'-42" E - 239.81' to an iron rod;

Thence, N 39°-11'-18" W - 363.54' to an iron rod;

Thence, S 50°-48'-42" W - 590.00' to an iron rod;

Thence, S 72°-20'-07" E - 216.30' to an iron rod;

Thence, S 34°-58'-29" E - 191.57' to an iron rod;

Thence, N 37°-21'-59" E - 111.85' to an iron rod;

Thence, S 52°-38'-01" E - 124.55' to an iron rod;

Thence, S 39°-11'-18" E - 29.38' to an iron rod situated in the aforementioned margin of Stoner's Glen Drive;

Thence, leaving the boundary of said Lot #1 of Stoner's Glen and along the margin of Stoner's Glen Drive, N 50°-48'-42" E - 538.54' to a point;

Thence, with a curve to the right having a radius of 275.00' an arc length of 101.96' (chord = S 61°-26'-01" W - 101.38') to a point;

Thence, N 72°-13'-19" E - 75.47' to a point;

Thence, with a curve to the right having a radius of 25' an arc length of 38.39' (chord = N 63°-57'-12" W - 34.73') to the Point Of Beginning.

Containing 12.86 Acres (560,312 square feet), according to the survey of C. Michael Moran, RLS, 535 Benzing Road, Antioch, Tennessee 37013.

Being a part of the same property conveyed to Stoner's Glen, LLC by Walter Eugene Hughes and wife, Mary Jo Hughes by Special Warranty Deed of record as Instrument # 200004100035682, Register's Office for Davidson County, Tennessee.

**EXHIBIT B**  
**BYLAWS**  
**OF**  
**STONER'S GLEN TOWNHOUSE CORPORATION**  
**ARTICLE I**

Members (Unit Owners)

Section 1. Eligibility. The members of the Stoner's Glen Townhouse Corporation, a Tennessee not-for-profit corporation (the "Association"), shall consist of the respective Unit Owners of Stoner's Glen, a Horizontal Property Regime with Private Elements (the "Property"). These and other terms are used in these Bylaws as they are defined in the Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements (the "Declaration") which Declaration is recorded in the Register's Office for Davidson County, Tennessee. The words "member" or "members" as used in these Bylaws mean and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Declaration. If a Unit Owner is a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

Section 2. Succession. The membership of each Unit Owner shall terminate when such Owner ceases to be a Unit Owner, and upon the sale, transfer or other disposition of such Owner's ownership interest in the Property, such Owner's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Annual Meetings. The annual meeting of Unit Owners shall be held at the time and place specified in the notice of such meeting, but such place shall be within five (5) miles of the Property. The annual meeting of Unit Owners shall be held within sixty (60) and one hundred twenty (120) days following the end of the Association's fiscal year. At the annual meeting, the Unit Owners shall elect Directors, receive reports on the activities and financial condition of the Corporation, and transact such other business as may properly come before the meeting.

Section 4. Special Meetings. The Association shall hold a special meeting of its Unit Owners upon the call of the Board of Directors or the President, or upon the written demand(s) to the Secretary by Unit Owners holding at least ten (10%) percent of all votes entitled to be cast on any issue to be considered at the proposed special meeting. Any call or demand for a special meeting shall describe the purpose(s) for which the special meeting is to be held. Only business within the purpose(s) described in the meeting notice for the special meeting may be conducted at such meeting.

**Section 5. Notice of Meetings.** The Association shall notify its Unit Owners of the date, time and place of each annual and special meeting of Unit Owners no fewer than ten (10), nor more than forty-five (45), days before the meeting date. The notice of a meeting shall also contain such other information which may be required by these Bylaws.

**Section 6. Waiver of Notice.** A Unit Owner's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting unless the Unit Owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose(s) described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

**Section 7. Voting.** The aggregate number of votes of all Unit Owners shall be as follows:

**Class A.** Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

**Class B.** The Class B member shall be the Developer and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in all phases of Stoner's Glen which are contemplated to be platted have been sold by Developer; or

(ii) December 31, 2005.

Notwithstanding the foregoing, no Unit Owner who is in default in the payment of assessments hereunder shall be entitled to exercise the right to vote hereunder until such Owner has cured such default. A Unit Owner shall be deemed to be in default if such Owner has not paid his or her assessments to the Board, or their agent, within ten (10) days after the date such assessments are due. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

Section 8. Quorum. Unless otherwise required by law, a majority of the votes entitled to be cast by Unit Owners must be represented at any meeting of the Unit Owners to constitute a quorum on that matter. If, however, such quorum is not represented at any such meeting, the Unit Owners present at the meeting in person or represented by proxy shall have the power to adjourn from time to time without notice other than announcement at the meeting, until the requisite quorum is present or represented, when any business may be transacted which might have been transacted at the meeting as provided in the original notice.

Section 9. Voting Requirements. Except as otherwise provided in these Bylaws, the Declaration or the Act, action on any matter voted upon at a meeting of the Unit Owners is approved if a majority of the Unit Owners vote in favor of the action. However, Directors shall be elected by a plurality of the votes cast by the Unit Owners entitled to vote in the election at a meeting of the Unit Owners at which a quorum is present.

Section 10. Action by Written Consent. Action which is required or permitted to be taken at a meeting of the Unit Owners may be taken without such a meeting if all Unit Owners entitled to vote on the action consent to taking such action without a meeting. If all of such Unit Owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Unit Owners, except as otherwise provided in these Bylaws. Such consent (or counterpart(s) thereof) shall describe the action taken, be in writing, be signed by each Unit Owner entitled to vote on the action, indicate each signing Unit Owner's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes or Association records.

Section 11. Action by Written Ballot. Any action which may be taken at any annual or special meeting of Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action and shall provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall:

- (a) Indicate the number of responses needed to meet the quorum requirements;
- (b) State the percentage of approvals necessary to approve each matter other than election of Directors; and
- (c) Specify the time by which the ballot must be received by the Association in order to be counted.

## ARTICLE II

### Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administration," and sometimes referred to herein as the "Board") shall consist of five (5) persons (hereinafter referred to as "Directors"). Directors shall be elected at the annual meeting of Association's Unit Owners by the vote of Unit Owners as hereinafter provided, except that the Developer shall appoint the interim Board of Directors ("Interim Board") until the first meeting. At the first meeting, the Unit Owners shall among other business elect the members of the first Board of Directors ("First Board"). Those candidates for election as director receiving the greatest number of votes cast either in person, by ballot or by proxy at the meeting shall be elected. Directors, except for members of the First Board and Interim Board shall hold office for the term of two (2) years and until his or her successor shall be elected and qualified. Two (2) members of the First Board shall hold office until the second annual meeting of the Association's Unit Owners, and three (3) members of the First Board shall hold office until the third annual meeting of Association's Unit Owners.

Section 2. Qualification. Except for those persons making up the Interim Board, each Director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 4. Regular Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any two (2) Directors.

Section 6. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time and place, but not the purpose, of such special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.



Section 7. Waiver of Notice. If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 8. Quorum and Voting. A quorum of the Board of Directors consists of a majority (but no fewer than two (2)) of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 9. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or a vacancy resulting from a removal of a Director with or without cause:

- (a) The Unit Owners may fill the vacancy;
- (b) The Board of Directors may fill the vacancy; or
- (c) If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all Directors remaining in office.

Any Director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 10. Removal of Directors. The Unit Owners may remove any one (1) or more Directors, with or without cause, at any special meeting which is specifically called for that purpose.

Section 11. Action Without Meeting. Action which is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent(s) shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes filed with the Association's records.

Section 12. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 13. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future

Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 14. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 15. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the First Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Developer, on behalf of the Association, and a management corporation, to act as Managing Agent for the Property for a term as approved by said First Board, but not to exceed one (1) year, and in accordance with Section 29(h) of the Declaration; provided further, that the Board shall not have the authority to adopt any form of management of the Property which excludes professional management by an independent agent;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable, but only as allowed by law;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(k) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(l) to resolve or mediate disputes, conflicts or problems between Unit Owners;

(m) when necessary, to interpret the rules and regulations of the Association and the Declaration;

(n) to exercise all other powers and duties of a board of administration as referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of the Board of Directors referred to in the Declaration or these Bylaws.

Section 16. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

### ARTICLE III

#### Officers

Section 1. Designation. At each regular meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote, provided a quorum exists:

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until a successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining Directors at a special meeting of said Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer succeeded.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 7. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

## ARTICLE IV

### Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit

Owner shall pay, as such Owner's respective monthly assessment for the common expenses, one-twelfth (1/12) of such Owner's proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with such Owner's respective ownership interest in the Association as set forth in the Declarations. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of such Owner's respective monthly assessment as last determined. Each Unit Owner shall pay such Owner's monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of the obligation to pay such Owner's assessment by abandoning or not using such Owner's Unit, the Common Elements, or the Private Elements.

Notwithstanding anything herein to the contrary, each initial purchaser of a Unit from the Developer shall pay to the Association at closing of the purchase of the Unit a nonrefundable amount equal to two (2) months' assessment for working capital of the Association.

Section 3. Partial Year or Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Each Unit Owner shall pay such Owner's assessment for the following month or fraction of a month, which assessment shall be in proportion to the Owner's respective ownership interest in the Association and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner, and to any other party required by the Declaration, a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated common expenses and limited common expenses for the remainder of such year will be inadequate, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for such Owner's proportionate share of such supplemental budget.

Section 6. Lien. It shall be the duty of every Unit Owner to pay such Owner's proportionate share of the common expenses and limited common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the common expenses or limited common expenses when due, the amount thereof, together with interest

thereon at the rate of ten percent (10%) per annum after said common expenses become due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, provided, however, that such lien shall be subordinate to the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses and limited common expenses which are due and payable from and after the date on which such deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose on its deed of trust. The provisions of this paragraph of this Section 6 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record.

The Association or its successors and assigns, and the Board or its agents, shall have the right to enforce the lien as provided in the Declaration, and there shall be added to the amount due the costs of any suit maintained to enforce the lien and other fees and expenses, together with legal interest and reasonable attorneys' fees. Furthermore, if any Unit Owner shall fail or refuse to pay when due such Owner's proportionate share of the common expenses or limited common expenses and such Unit Owner withholds possession of such Owner's Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in a book in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. Said book and the vouchers shall be available for examination by all Unit Owners at convenient hours on working days which shall be set and announced for general knowledge.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 8. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit ownership. When fewer than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 9. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to

reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners.

Section 10. Association Records. The Association shall keep as permanent records minutes of all meetings of its Unit Owners and Board of Directors, a record of all actions taken by the Unit Owners or Board of Directors without a meeting and all appropriate accounting records.

Section 11. Records at Principal Office. The Association shall keep at all times a copy of the following records at its principal office:

- (a) Its Charter and all amendments thereto;
- (b) These Bylaws and all amendments thereto;
- (c) Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations and obligations of Unit Owners or any class or category of Unit Owners;
- (d) The minutes of all meetings of Unit Owners and the records of all actions taken by Unit Owners without a meeting for the past three (3) years;
- (e) All written communications to Unit Owners generally within the past three (3) years, including the past three (3) years' annual financial statements;
- (f) A list of the names and business or home addresses of its current Directors and officers;
- (g) The most recent annual report delivered to the Tennessee Secretary of State; and
- (h) Its Declaration and all amendments thereto.

Section 12. Annual Financial Statements. The Association shall prepare annual financial statements that include a balance sheet as of the end of the fiscal year, an income statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the Tennessee Nonprofit Corporation Act.

## ARTICLE V

### Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain such Owner's Unit in good condition and in good order and repair, at such Owner's expense, and shall not do or allow anything to be done in such Owners Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside such Owner's Unit, or which may be visible from the outside of such Owner's Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of such Owner's Unit, or install outside such Owner's Unit any canopy or awning, or outside radio or television antenna, or Citizens Band radio transmitters, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's discretion. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio or deck which is a Private Element appurtenant to such Owners Unit. No Owner of a Unit shall display, hang, store or use any sign outside such Owner's Unit or which may be visible from the outside of such Owner's Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's discretion.

No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. Animals. No animals shall be raised, bred, or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others.

All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit. All such dogs shall be exercised by the Unit Owner at places on the Property which do not interfere with the use and enjoyment of the same by other Owners. An Owner shall be responsible for all damage to Common Areas caused by said Owner's dog.

Section 3. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 4. Use by Developer. During the period of sale by the Developer of any Units, the Developer, and the Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from said Buildings and Property as may be required for purposes of said sale of Units. While the Developer owns any of the Units and until each unit sold by it is occupied by the purchasers, the



Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

Section 5. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in common areas. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted.

Section 6. Wiring. No Unit Owner shall overload the electrical wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

## ARTICLE VI

### Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

## ARTICLE VII

### Amendments

These Bylaws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the Unit Owners casting one (1) vote for each Unit owned, as provided in Article I, Section 7 of these Bylaws. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Davidson County, Tennessee. These Bylaws may not be amended by the Board of Directors.

## ARTICLE VIII

### Deeds of Trust

Section 1. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of the deed of trust beneficiary and shall file a copy of the deed of trust with the Board. The Board shall maintain such information in a book entitled "Deeds of Trust on Units."

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a deed of trust beneficiary of a Unit, shall promptly report any then unpaid assessments, fees or common charges due from, or any default by, the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each deed of trust beneficiary of record covering such Unit whose name and address has theretofore been furnished to the Board and which has requested in writing to be sent a copy of such notice(s).

Section 4. Examination of Books. Each Unit Owner, and others as specified in the Declaration, shall be permitted to examine the books and records of the Association, current copies of the Declaration and Bylaws, and rules and regulations of the Association during normal business hours and upon request.

Section 5. Interest of Valid First Lien Deed of Trust. The interest of a valid first lien deed of trust shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first lien deed of trust has incorporated the terms of these Bylaws, the Declaration and the contract in its deed of trust, then said first lien deed of trust may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

## ARTICLE IX

### Definition of Terms

The terms used in these Bylaws, to the extent they are defined herein, shall have the same definition as set forth in the Declaration, as such may be amended from time to time, which Declaration is recorded in the office of the Register for Deeds of Davidson County, Tennessee.

The term "member," as used in these Bylaws, generally means "Unit Owner" as defined in the Declaration. "Deed of trust," as used herein, includes a mortgage; and "deed of trust beneficiary" includes a mortgagee and a holder of a deed of trust.

## ARTICLE X

### Miscellaneous Provisions

Section 1. No Seal. The Association shall have no seal.

Section 2. Notices. Whenever notice is required to be given to Unit Owners, Directors or officers, unless otherwise provided by law, the Declaration, the Charter or these Bylaws, such notice may be given in person or by telephone, telegraph, mail or private carrier. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such person on the books of the Corporation. Written notice sent by mail to Unit Owners shall be deemed to have been given when it is mailed. Any other written notice shall be deemed to have been given at the earliest of the following:

- (a) When received;
- (b) Five (5) days after its deposit in the United States mail if sent first class, postage prepaid; or
- (c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Section 3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute, or of the Declaration, the Charter or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereon, and delivered to the Secretary of the Association and included in the minutes or corporate records, shall be deemed equivalent thereto.

Section 4. Negotiable Instruments. All checks, drafts, notes or other obligations of the Association shall be signed by such of the officers of the Association, or by such other person(s), as may be authorized by the Board of Directors.

Section 5. Deposits. The monies of the Association may be deposited in the name of the Association in such bank(s) or financial institution(s) as the Board of Directors shall designate from time to time and shall be drawn out by check signed by the officer(s) or person(s) designated by resolution adopted by the Board of Directors.

Section 6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 7. Developer. With respect to claims or liabilities arising out of service as an agent of the Association, the Association shall indemnify and advance expenses to the Developer (its officers, employees and successors) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect or as hereafter adopted or amended.

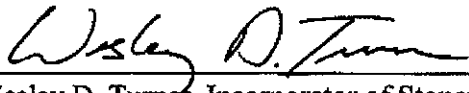
## ARTICLE XI

### Conflicts

These Bylaws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of Stoner's Glen Townhouse Corporation.

DATED this 24 day of May, 2000.

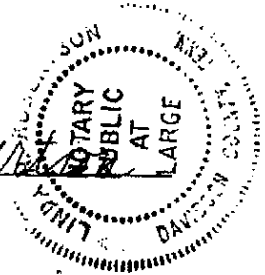
  
Wesley D. Turner, Incorporator of Stoner's Glen  
Townhouse Corporation

STATE OF TENNESSEE    )  
COUNTY OF DAVIDSON   )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **WESLEY D. TURNER**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 24<sup>TH</sup> day of May, 2000.

Linda W. Roberts  
Notary Public



My Commission Expires: 9/23/00

Prepared By: C. Michael Moran, RLS  
535 Benzing Road  
Antioch, TN 37013

**"EXHIBIT A"**

**LAND DESCRIPTION**

Being a certain tract of land located in the 13th Councilmanic District of Nashville-Davidson County, TN; and being more particularly described as follows;

Beginning at an iron rod situated on the southerly margin of Stoners Glen Drive; said iron rod being the most southwest corner of Stoner's Glen, Phase One as recorded by Instrument #200005260052598 in the Register's Office - Davidson County, Tennessee (RODC,Tn);

Thence, across Stoners Glen Drive and along the easterly boundary line of said Stoner's Glen, Phase One N 30°-11'-18" W - 183.11' to and iron rod;

Thence, S 50°-48'-42" W - 45.62' to an iron rod;

Thence, N 39°-11'-18" W - 613.09' to a point in the approximate centerline of Stoner's Creek;

Thence, leaving the boundary of the said Stoners Glen, Phase One and generally with the approximate centerline of Stoner's Creek

N 52°-53'-06" E - 145.02' to a point;

Thence, N 63°-49'-15" E - 586.85' to a point;

Thence, S 83°-10'-23" E - 118.81' to a point;

Thence, S 68°-58'-12" E - 141.19' to a point;

Thence, S 59°-20'-30" E - 277.80' to a point;

Thence, leaving Stoner's Creek and along a new line S 28°-50'-25" W - 306.00' to a point;

Thence, S 14°-53'-19" W - 154.51' to a point;

Thence, S 72°-45'-42" E - 7.62' to a point;

Thence, S 17°-14'-18" W - 163.09' to a point;

Thence, N 72°-45'-42" W - 141.25' to a point;

Thence, in a southwesterly direction and with a curve to the right having a radius of 325.00' and arc length of 62.77' (chord = S 45°-

16'-44" W - 62.67') to a point;

Thence, S 50°-48'-42" W - 238.31' to the Point Of Beginning.

Containing 14.00 Acres (610,030 square feet).

Being a portion of the same property conveyed to Stoner's Glen, LLC by Walter Eugene Hughes and wife Mary Jo Hughes as evidenced by Instrument #200004100035682 recorded in the RODC,Tn.

Herein described property also being proposed Phase 2 of the aforementioned Stoner's Glen.

EXHIBIT B

AFFIDAVIT OF SECRETARY OF STONER'S GLEN TOWNHOUSE CORPORATION

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

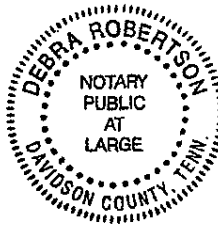
The undersigned, **FRANK C. BATSON**, being first duly sworn, upon oath deposes and states:

1. He is Secretary of Stoner's Glen Townhouse Corporation, a Tennessee not for profit corporation.
2. All lien holders of record have been notified via certified mail of the modification to the Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, to which this Affidavit is attached.

Frank C. Batson Sec.  
Frank C. Batson, Secretary

Sworn to and subscribed  
before me this 5th day of  
December, 2000.

Debra Robertson  
Notary Public



My commission expires:

My Commission Expires MAY 26, 2002

5/26/2002

## EXHIBIT C

LAW OFFICES

### GULLETT, SANFORD, ROBINSON & MARTIN, PLLC

230 FOURTH AVENUE, NORTH, 3RD FLOOR  
POST OFFICE BOX 198888  
NASHVILLE, TENNESSEE 37219-8888

TELEPHONE (615) 244-4994  
FACSIMILE (615) 256-6339

GARETH E. ADEN  
LAWRENCE R. AHERN III  
G. RNEA BUCY  
GEORGE V. CRAWFORD, JR.  
GEORGE V. CRAWFORD III  
A. SCOTT DERRICK  
THOMAS H. FORRESTER  
M. TAYLOR HARRIS, JR.  
DAN HASKELL  
LINDA W. KNIGHT  
JOEL N. LEEMAN  
ALLEN D. LENTZ  
JOSEPH MARTIN, JR.  
JEFFREY MOBLEY

KATHRYN M. PENNINGTON  
WM. ROBERT POPE, JR.  
WAYNE L. ROBBINS, JR.  
JACK W. ROBINSON, JR.  
JACK W. ROBINSON, SR.  
VALERIUS SANFORD  
MARTY S. TURNER  
WESLEY G. TURNER  
PHILLIP P. WELTY  
JOHN D. LENTZ  
OF COUNSEL  
S. B. GULLETT  
1903-1992

May 24, 2000

Stoner's Glen, LLC  
700 Rebel Road  
Old Hickory, TN 37138

Re: Stoner's Glen, a Horizontal Property Regime with Private Elements, Phase One

Gentlemen:

We have reviewed the following:

1. Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, Phase One dated May 23, 2000, for filing with the Register's Office for Davidson County, Tennessee.
2. Bylaws of Stoner's Glen Townhouse Corporation attached as Exhibit B to the above Declaration, for filing with the Register's Office for Davidson County, Tennessee.
3. Plat of Stoner's Glen, Phase One, for filing with the Register's Office for Davidson County, Tennessee.
4. Charter of Stoner's Glen Townhouse Corporation, a Tennessee not for profit corporation, issued May 23, 2000 by the Secretary of State of Tennessee, for filing with the Register's Office for Davidson County, Tennessee.
5. Certificate of David H. Parker, professional engineer, State of Tennessee, to the effect that construction of the apartments, as defined in Tenn. Code Ann. §66-27-102 (a)(1), will be in substantial compliance with applicable local building codes for planned unit developments.

Each of the foregoing documents are by reference attached hereto.

Based solely on our review of these documents, we are of the opinion that all legal documents required pursuant to Tenn. Code Ann. §66-27-103 (b) for the creation of a planned unit development under said statute are attached and that, upon recording with the Register's Office for

137685.1



GULLETT, SANFORD, ROBINSON & MARTIN, PLLC

Stoner's Glen, LLC  
May 24, 2000  
Page 2

Davidson County, Tennessee, a planned unit development shall have been created pursuant to this statute.

Very truly yours,

GULLETT, SANFORD, ROBINSON & MARTIN, PLLC



Wesley D. Turner

WDT/dd

Enclosures

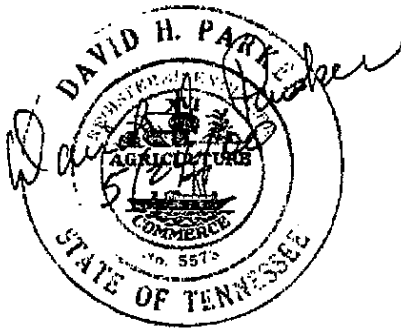
157685.1

## CERTIFICATE

The undersigned, David H. Parker, Professional Engineer, licensed in the State of Tennessee, certifies that construction of the buildings proposed for Stoner's Glen, a horizontal property regime with private elements, will be in substantial compliance with the applicable building codes for planned unit developments.

DATED this 24<sup>TH</sup> day of May, 2000.

David H. Parker P.E. #5573  
DAVID H. PARKER, Professional Engineer



3905 1998

RECEIVED  
**FILED**  
00 MAY 23 PM 9:73  
STONER'S GLEN TOWNHOUSE CORPORATION

CHARTER  
OF

The undersigned, acting as the incorporator of a corporation under the Tennessee Not-for-Profit Corporation Act, adopts the following Charter for such corporation:

1. The name of the corporation is Stoner's Glen Townhouse Corporation.
2. This corporation is a mutual benefit corporation.
3. The street address of the initial registered office of the corporation is 700 Rebel Road, Old Hickory, Davidson County, Tennessee 37138, and the initial registered agent for the corporation at that office is David H. Parker.
4. The name and address of the incorporator is:  
  
Wesley D. Turner  
Gullett, Sanford, Robinson & Martin, PLLC  
Third Floor, 230 Fourth Avenue North  
P.O. Box 198888  
Nashville, TN 37219-8888
5. The street address of the principal office of the corporation is 700 Rebel Road, Old Hickory, Tennessee 38138.
6. The corporation is not-for-profit.
7. The corporation shall have members. The members of the corporation shall be the owners of units of Stoner's Glen, a Horizontal Property Regime with Private Elements, Davidson County, Tennessee. Upon the conveyance or transfer of the ownership interest in a unit of the horizontal property regime, the new owner or owners shall succeed to the former owner's or owners' membership, and the membership of the former owner or owners shall terminate.
8. To the extent allowed by the laws of the State of Tennessee, no present or future director of the corporation (or his or her estate, heirs and personal representatives) shall be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director of the corporation. Any liability of a director (or his or her estate, heirs and person representatives) shall be further eliminated or limited to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.
9. With respect to claims or liabilities arising out of service as a director or officer of the corporation, the corporation shall indemnify and advance expenses to each present and future

137604.1

1

3905 1999

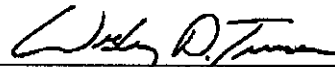
director and officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

10. The purposes for which the corporation is organized are: to operate a horizontal property management association solely to provide for the acquisition, construction, management, maintenance and care of association property and activities; and generally to engage in any other lawful endeavor or activity in furtherance of the foregoing, so long as such endeavor or activity does not prevent the corporation from being, or maintaining its status as, a homeowners association as defined by Section 528(c)(1) of the Internal Revenue Code of 1986 or corresponding section of any future federal income tax code.

11. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, members or other private individuals or person, except that the corporation shall be authorized and empowered to (a) pay reasonable compensation for goods and services rendered, (b) rebate excess membership dues, fees or assessments, and (c) make payments in furtherance of the purposes set forth in the paragraph just above.

12. Upon the dissolution of the corporation, all assets of the corporation shall be distributed to a non-profit organization with purposes similar to those of the corporation. Such organization to be chosen by the Board of Directors of the corporation as part of the plan of dissolution of the corporation.

DATED as of this 22<sup>nd</sup> day of May, 2000.



Wesley D. Turner, Incorporator

Secretary of State  
Corporations Section  
James K. Polk Building, Suite 1800  
Nashville, Tennessee 37243-0306

DATE: 05/23/00  
REQUEST NUMBER: 3905-1998  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 05/23/00 0923  
EFFECTIVE DATE/TIME: 05/23/00 0923  
CONTROL NUMBER: 0389817

TO:  
GULLETT SANFORD ROBINSON & MARTIN PLLC  
PO BOX 198888  
NASHVILLE, TN 37219-8888

**PICK-UP**

RE:  
STONER'S GLEN TOWNHOUSE CORPORATION  
CHARTER - NONPROFIT

Instr: 200005260002724 Page: 1 of 3  
REC'D FOR REC 05/25/2000 12:13:00PM  
RECORD FEE: \$7.00  
N. TAX: \$0.00 T. TAX: \$0.00

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 05/23/00

FROM:  
GULLETT SANFORD ROBINSON & MARTIN PLLC  
PO BOX 198888  
NASHVILLE, TN 37219-8888

FEES  
RECEIVED: \$100.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00002691757  
ACCOUNT NUMBER: 00001396



SS-4458

*Riley C. Darnell*

RILEY C. DARNELL  
SECRETARY OF STATE

This instrument prepared by:

Wesley D. Turner  
GULLETT, SANFORD, ROBINSON  
& MARTIN, PLLC  
3rd Floor  
230 Fourth Avenue North  
P. O. Box 198888  
Nashville, TN 37219-8888

Davidson County REST  
Recvd: 12/15/00 15:38 4pgs  
Fees: 18.00 Taxes: 0.00  
20001215-0123565

**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**

**THIS INSTRUMENT** is made on the date set forth hereinafter by **STONER'S GLEN, LLC**, a Tennessee limited liability company ("Developer").

**WITNESSETH:**

**WHEREAS**, pursuant to Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, Phase One, executed and established by the Developer 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; and

**WHEREAS**, Section 21, subsection (a), of the Declaration provides that Developer shall have the right to incorporate additional phases into the area governed by the Declaration, and Developer has determined that the additional real property described on the attached Exhibit A, and as shown on the Plat of First Revision, Phase Two, Stoner's Glen, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20001208-0121075, Register's Office for Davidson County, Tennessee, shall be subjected to the provisions of the Declaration and annexed as Phase Two into the property subject to the Declaration; and

**WHEREAS**, Section 21, subsection (b), of the Declaration provides that other provisions of the Declaration may be modified by an instrument in writing setting forth such modification signed by Unit Owners owning not less than two thirds (2/3<sup>rd</sup>) of the total Units and acknowledged, and setting forth that all lien holders of record have been notified via certified mail of such modification, and if an Affidavit of the Secretary of the Association certifying as to such mailing is made a part of the instrument; and

**WHEREAS**, Developer is the owner of more than two thirds (2/3<sup>rd</sup>) of the total Units subject to the Declaration and has determined to complete the modifications contained herein.

**NOW, THEREFORE**, pursuant to Section 21, subsection (a) of the Declaration, Developer hereby incorporates into the provisions of the Declaration all the real property described on the attached Exhibit A and as shown on the Plat of First Revision, Phase Two, Stoner's Glen, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20001208-0121075, Register's Office for Davidson County, Tennessee. Such real property shall be held and conveyed subject to the provisions of the Declaration as Stoner's Glen, Phase Two.

**FURTHER**, pursuant to Section 21, subsection (b), of the Declaration, Developer, being the owner of more than two thirds (2/3<sup>rd</sup>) of the total Units, further amends the Declaration as follows:

1. The following is added as an additional subsection (c) to Section 15, "Architectural Control, Alterations, Additions or Improvements:"

(c) **No Changes on Exterior Without Approval.** Notwithstanding anything contained herein, or contained in the Bylaws, to the contrary, no alteration or change, including but not limited to changes to structure, paint and stain color, roofing shingles and exterior materials, may be made to the exterior of any Unit or to any Private Elements without the prior written approval of the Board.

2. The following is added as a new Section 7 to Article V, "Use and Occupancy Restrictions," of the Bylaws:

**Section Seven. No Satellite Dishes.** No satellite dishes shall be placed upon any Private Elements or any Unit without the prior written approval of the Board.

Attached hereto as Exhibit B is an Affidavit of the Secretary of the Association certifying that all lien holders of record have been notified by certified mail of the modification herein.

**IN WITNESS WHEREOF**, this instrument has been executed this 5<sup>TH</sup> day of December, 2000.

**DEVELOPER:**

**STONER'S GLEN, LLC,**  
a Tennessee limited liability company

By: David H. Parker, Chief Manager  
David H. Parker, Chief Manager

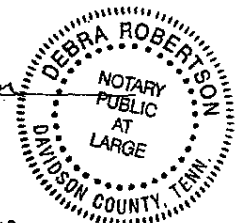
STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **DAVID H. PARKER**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is **CHIEF MANAGER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

**WITNESS** my hand, at office, this 5<sup>TH</sup> day of December, 2000.

Debra Robertson  
Notary Public

My Commission Expires: 5/26/02



My Commission Expires MAY 26, 2002

This instrument prepared by:

Wesley D. Turner  
GULLETT, SANFORD, ROBINSON  
& MARTIN, PLLC  
3rd Floor  
230 Fourth Avenue North  
P. O. Box 198888  
Nashville, TN 37219-8888

Davidson County REST  
Recvd: 01/15/02 14:36 3pgs  
Fees:17.00 Taxes:0.00



20020115-0006136

**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**

**THIS INSTRUMENT** is made on the date set forth hereinafter by **STONER'S GLEN, LLC**, a Tennessee limited liability company ("Developer").

**WITNESSETH:**

**WHEREAS**, pursuant to Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements, Phase One, executed and established by the Developer 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; and

**WHEREAS**, Section 21, subsection (a), of the Declaration provides that Developer shall have the right to incorporate additional phases into the area governed by the Declaration, and pursuant thereto Developer by 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 of record as Instrument No. 20001215-0123565, Register's Office for Davidson County, Tennessee, annexed as Phase Two into the property subject to the Declaration the real property described therein; and

**WHEREAS**, Developer has determined that the additional property described on Exhibit A attached hereto, and as shown on the Plat of Phase Three, Stoner's Glen, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20010726-0079444, Register's Office for Davidson County, Tennessee, shall be subjected to the provisions of the Declaration and annexed as Phase Three into the property subject to the Declaration; and

**WHEREAS**, Section 21, subsection (b), of the Declaration provides that the Developer has the right to make and record any necessary amendment to the Declaration as may be required to obtain FHA approval for the horizontal property regime with private elements, and it is necessary to make certain amendments as set forth herein to obtain FHA approval for the horizontal property regime with private elements; and

**WHEREAS**, Developer has the right to amend the Bylaws of Stoner's Glen Townhouse Corporation which are attached as Exhibit B to the Declaration (the "Bylaws") pursuant to Article VII thereof.

**NOW, THEREFORE**, pursuant to Section 21, subsection (a) of the Declaration, Developer hereby incorporates into the provisions of the Declaration all the real property described on the attached Exhibit A and as shown on the Plat of Phase Three, Stoner's Glen, a Horizontal Property Regime with Private Elements, of record as Instrument No. 20010726-0079444, Register's Office for Davidson County, Tennessee. Such real property shall be held and conveyed subject to the provisions of the Declaration as Stoner's Glen, Phase Three.



**FURTHER**, pursuant to Section 21, subsection (b), of the Declaration and Article VII of the Bylaws, Developer, in order to obtain FHA approval for the horizontal property regime with private elements, further amends the Declaration, and the Bylaws, as follows:

1. The following is added to subsection (a) of Section 21 of the Declaration:

Notwithstanding anything herein to the contrary, (a) annexation of additional properties, dedication of common area, and amendment of this Declaration, require HUD/VA prior approval as long as there is a Class B membership, (b) the approval of at least two thirds ( $2/3^{\text{rd}}$ ) of the Unit Owners is required to amend the Declaration and (c) the Common Elements cannot be mortgaged or conveyed without the consent of at least two thirds ( $2/3^{\text{rd}}$ ) of the Unit Owners (excluding the Developer).

2. In Section 5, subsection (b) (i) of the Declaration, under the heading "Class B," the language "one hundred percent (100%)" is changed to "seventy five percent (75%)".

3. In Section 7, subsection (i) of the Bylaws, under the heading "Class B", the language "one hundred percent (100%)" is changed to "seventy five percent (75%)".

4. The Declaration and Bylaws are further amended to the extent necessary to conform to the foregoing and to the extent necessary to satisfy all requirements to obtain FHA/VA approval for the horizontal property regime with private elements.

IN WITNESS WHEREOF, this instrument has been executed this 15<sup>th</sup> day of January, 2002.

**DEVELOPER:**

**STONER'S GLEN, LLC,**  
a Tennessee limited liability company

By: Frank C. Batson, Sect.  
Frank C. Batson, Sect.

STATE OF TENNESSEE     )  
COUNTY OF DAVIDSON    )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **DAVID H. PARKER**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is **CHIEF MANAGER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 15<sup>th</sup> day of January, 2002.

Debra Robertson  
Notary Public

My Commission Expires: \_\_\_\_\_

**THIS INSTRUMENT PREPARED BY:**

Wesley D. Turner  
**GULLETT, SANFORD, ROBINSON  
& MARTIN, PLLC**  
230 Fourth Avenue, North  
Third Floor  
P. O. Box 198888  
Nashville, Tennessee 37219-8888

**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**

**THIS INSTRUMENT** is made on the date set forth hereinafter by two-thirds (2/3<sup>rds</sup>) or more of the Unit Owners of Stoner's Glen, and members of Stoner's Glen Townhouse Corporation, a Tennessee not for profit corporation.

**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 (a) 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 of record as Instrument No. 20001215-0123565, Register's Office for Davidson County, Tennessee and (b) 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, of record as Instrument No. 20020115-0006136, Register's Office for Davidson County, Tennessee;

**WHEREAS**, more than seventy-five percent (75%) of the Units in all phases of Stoner's Glen have been sold by the Developer, as defined in the Declaration, such that Class B membership has ceased, and the Declaration, as amended, provides at Section 21, subsection (a), "Amendments

Annexing Additional Phases," as amended, that amendments annexing additional phases may be made with the approval of at least two-thirds (2/3<sup>rds</sup>) of the Unit Owners; and

**WHEREAS**, more than two-thirds (2/3<sup>rds</sup>) of the Unit Owners have agreed to amend the Declaration to annex an additional phase of Stoner's Glen as evidenced by their signatures set forth on the attached signature pages.

**NOW, THEREFORE**, pursuant to Section 21, subsection (a), "Amendments Annexing Additional Phases," as amended, of the Declaration, the Declaration is further amended as follows:

1. The real property more particularly described on the attached Exhibit A, and as shown on the Plat of Phase Four, Stoner's Glen, a Horizontal Property Regime with Private Elements, attached hereto as Exhibit B, is incorporated into the provisions of the Declaration. Such real property shall be held and conveyed subject to the provisions to the Declaration as Stoner's Glen, Phase Four.

2. The Declaration is further amended to the extent necessary to conform to the foregoing.

**IN WITNESS WHEREOF**, this instrument has been executed and approved by two-thirds (2/3<sup>rds</sup>) or more of the Unit Owners of Stoner's Glen and Members of Stoner's Glen Townhouse Corporation, a Tennessee not for profit corporation, as evidenced by the attached signature pages of such Unit Owners. Separate signature pages may be attached to this instrument from separate multiple counterparts executed by the various Unit Owners. This instrument may be executed in multiple counterparts. This instrument shall be effective as of the last date appearing as the date of execution on the attached signature pages.

[The remainder of this page left intentionally blank.]

## EXHIBIT A

### Legal Description

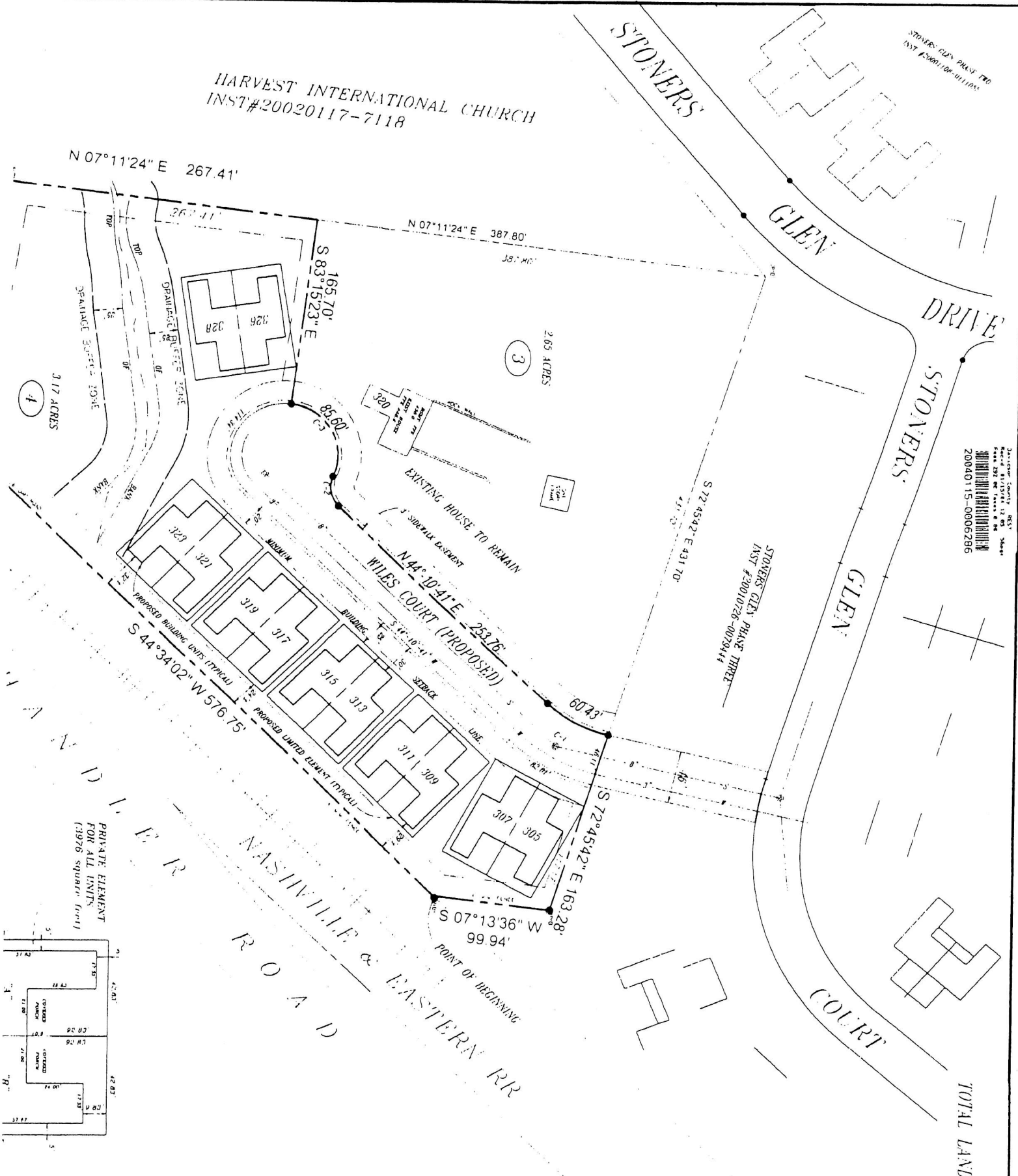
Being Lot No. 4, on the Plan of Phase Four, Stoners Glen, of record as Instrument No. 20040107-0002851, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being the same property conveyed to Stoner's Glen, LLC, by Warranty Deed from Hubert Wiles and wife, Ruth Wiles, of record as Instrument No. 20040115-0006268, Register's Office for Davidson County, Tennessee.

# HARVEST INTERNATIONAL CHURCH INST#20020117-7118

STONERS GLEN PHASE TWO  
INST #2001106-011111

20040115-0006286

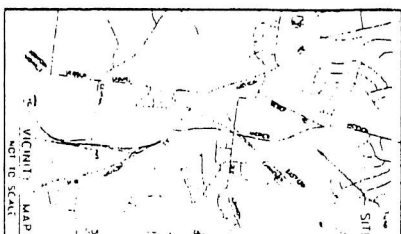
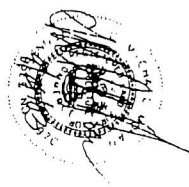


TOTAL LAND AREA 6.49 ACRES

## CERTIFICATION

I hereby certify that this is a true and correct copy of the original survey and that it is a true and correct copy of the original survey as filed with the County Clerk of Davidson County, Tennessee.

By *[Signature]* Date *9/1/04*



PROPERTY MAP 75 F  
PROPOSED PHASE  
STONERS

Prepared By: Metropolitan Escrow, Inc.  
217 Pineway Drive  
Nashville, TN 37217

FILE BOX 45

**SURVEYOR'S CERTIFICATE OF CORRECTION  
PERTINENT TO**

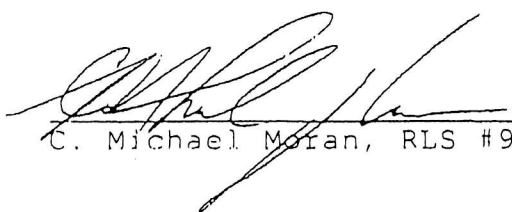
**STONER'S GLEN - PHASE FOUR  
AS RECORDED BY INST. # 20040107-0002851**

**And To Exhibit B on the 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  
As Recorded By Inst. # 20040115-0006286**

WHEREAS, C. Michael Moran is and was the Surveyor of record for Stoner's Glen, Phase Four, as recorded by Inst. #20040107-0002851, And To Exhibit B on the 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 As Recorded By Inst. # 20040115-0006286, as in the Register's Office for Davidson County, Tennessee and since the recording of said plat it has been discovered that the name Stoners Glen has been spelled without an apostrophe;

WHEREAS, the correct spelling should be **STONER'S GLEN** with an apostrophe;

NOW THEREFORE, by this document the said C. Michael Moran does hereby amend and change the spelling of **STONER'S GLEN** to that with an apostrophe in all locations where the name is shown the exception of the road name which will remain **STONERS GLEN** without an apostrophe.

  
C. Michael Moran, RLS #970

Davidson County CERTCOR  
Recvd: 07/12/04 14:10 1pgs  
Fees:12.00 Taxes:0.00



STATE OF TENNESSEE  
COUNTY OF DAVIDSON  
**20040712-0082694**



Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. Michael Moran, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Surveyor of Stoner's Glen, Phase Four, the within named bargainer, and that he as such Surveyor, executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal this the 9th day of July, 2004.

Box 36

THIS DOCUMENT WAS PREPARED BY:  
ORTALE, KELLEY, HERBERT & CRAWFORD (PHP)  
330 Commerce Street, Suite 110  
Nashville, Tennessee 37201

BILL GARRETT, Davidson County

Trans: T20160075239 REST

Recvd: 08/29/16 14:00 76 pgs

Fees: 382.00 Taxes: 0.00



20160829-0090242

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

THIS FOURTH AMENDMENT ("Fourth 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 11<sup>th</sup> day of August, 2016, 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").

**WITNESSETH:**

**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 (a) 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 of record as Instrument No. 20001215-0123565, Register's Office for Davidson County, Tennessee; (b) 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, of record as Instrument No. 20020115-0006136, Register's Office for Davidson County, Tennessee; and (c) 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, of record as Instrument No. 20020115-0006136, Register's Office for Davidson County, Tennessee; and

**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 adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

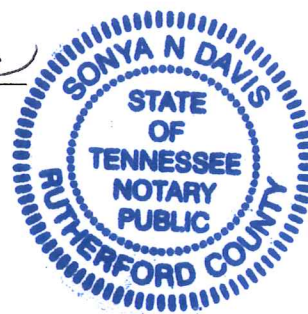
**[SIGNATURE PAGE TO FOLLOW]**



IN WITNESS WHEREOF, the Secretary of the Association, being authorized to do so, certifies that, as of the day and year first above written, this Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoner's Glen, a Horizontal Property Regime with Private Elements was approved by the requisite number of Members of the Association.

**Stoner's Glen Townhouse Corporation,  
a Tennessee not for profit corporation**

By: Delores B. Dockum  
**Delores B. Dockum, Secretary**



**STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )**

I, Sonya Davis, a Notary Public of said State and County, do hereby certify that **Delores B. Dockum** personally appeared before me and acknowledged that she is the Secretary of Stoner's Glen Townhouse Corporation, a Tennessee not for profit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed in its name by her as its Secretary for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 25th day of August, 2016.

[Signature]  
**Notary Public**

My Commission Expires: 2/17/20.

Commission Expires February 17, 2020

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
105 Stoners Glen Dr. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Lisa Ray Ensley, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

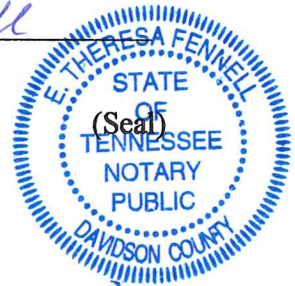
I, E.T. Fennell, a Notary Public of said State and County, do hereby certify that Lisa Ray Ensley personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 12<sup>th</sup> day of July, 2016.

E. Theresa Fennell  
Notary Public

My Commission Expires:

December 6, 2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
107 STONERS GLEN DR. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Mary Johnson, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Mary Johnson personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
109 Stoners Glen Dr I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Billy Parker, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Patricia, a Notary Public of said State and County, do hereby certify that Billy Parker personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 5th day of August, 2016.

Patricia A. Baker  
Notary Public

My Commission Expires:

March 3, 2023





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
113 Stoner's Glen Dr I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Betty Franklin, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Betty Franklin personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 115 Stoner's Glen Dr, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Brenda Nicks, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Mackenzie Harrison, a Notary Public of said State and County, do hereby certify that Brenda Nicks personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9<sup>th</sup> day of August, 2016.

Mackenzie Harrison  
Notary Public

My Commission Expires:

11/5/18





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
1175 Foxess Glen Dr. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Delores B. Dockum, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Delores Dockum personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
119 Stoner's Glen Dr., I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Helen E. Neal Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones Notary Public of said State and County, do hereby certify that Helen E. Neal personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

121  
IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
William B. Bauman I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: William B. Bauman, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that William Bauman personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
127 Stoners Glen DR, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Stephen Purcell, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Stephen Purcell personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
128 Schuette Glen I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: [Signature], Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

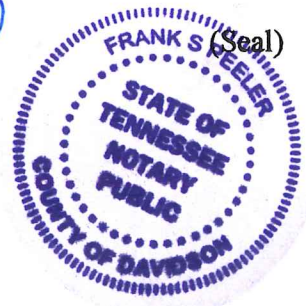
I, Frank Peeler a Notary Public of said State and County, do hereby certify that Thomas Meyer personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11 day of August, 2016.

[Signature]  
Notary Public

My Commission Expires:

3/3/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
137 Stoners Glen Dr. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Barry & Judy Jones, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

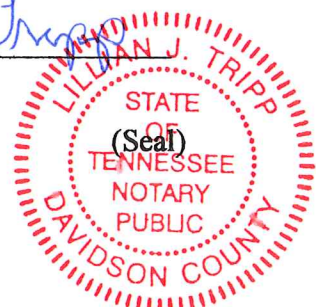
I, Lillian Tripp a Notary Public of said State and County, do hereby certify that Barry & Judy Jones personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9th day of August, 2016.

Lillian J. Tripp  
Notary Public

My Commission Expires:

12/6/16





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
139 Stoners Glen Dr I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Mildred Armstrong, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Mackenzie Harrison, a Notary Public of said State and County, do hereby certify that Mildred Armstrong personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9<sup>th</sup> day of August, 2016.

Mackenzie Harrison  
Notary Public

My Commission Expires:

11/5/18



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
141 Stoner's Glen Dr, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Janice F. Yates, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank S. Peeler, a Notary Public of said State and County, do hereby certify that Janice Yates personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11 day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
MARTHA P. TAYLOR (147) I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Martha P. Taylor, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Diana Peck a Notary Public of said State and County, do hereby certify that Martha P. Taylor personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

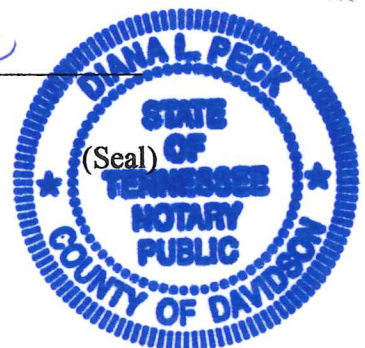
Diana Peck  
Notary Public

My

Commission

Expires:

05/08/2017



MY COMMISSION EXPIRES:  
MAY 08, 2017

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

151  
IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
Opal Griffin I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Opal Griffin, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF ROBERTSON )

I, RONALD BARNES, a Notary Public of said State and County, do hereby certify that OPAL GRIFFIN personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 5<sup>th</sup> day of AUGUST, 2016.

Ronald Barnes  
Notary Public

My Commission Expires: 4-23-2017





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
156 Stoner's Glen I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Regane de Jaeger Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Smith )

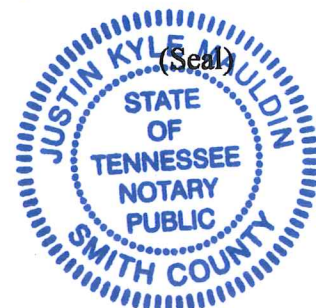
I, Justin K Mauldin a Notary Public of said State and County, do hereby certify that Regane de Jaeger personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 3rd day of August, 2016.

Justin Kyle Mauldin  
Notary Public

My Commission Expires:

11/16/2019



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
159 Stoner's Glen Dr., do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Faray C. Key Owner/Member's Signature

STATE OF TENNESSEE

COUNTY OF Davidson )

I, Frank Peeler a Notary Public of said State and County, do hereby certify that Faray Key personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
161 Stoner's Glen Dr I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: David R. Lumsden, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that David Lumsden personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/31/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
162 Stoner's Glen Dr I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: [Signature], Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that David Thompson personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

[Signature]  
Notary Public

My Commission Expires:

3/3/2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

164 IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
Peggy Lewis I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Peggy Lewis, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Peggy Lewis personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 166 Stoners Glen Dr, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By Rebecca Sircy, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Rebecca Sircy personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 167 Stoner's Glen DR, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Rebecca R. Mullins Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Pelis, a Notary Public of said State and County, do hereby certify that Rebecca Mullins personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Frank S. Pelis  
Notary Public

My

Commission

Expires:

3/3/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 168 Stoner's Glen DR., I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Harvey Tenney, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Harvey Tenney personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
169 Stoner's Glen Dr. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Marilyn Potts, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

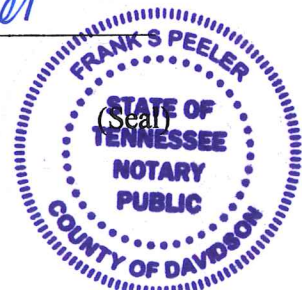
I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Marilyn Potts personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/31/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 170 Stoners Glen Dr Hermitage TN, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Brenda Y Hill, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Pamela B. Jones, a Notary Public of said State and County, do hereby certify that Brenda Y Hill personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9th day of August, 2016.

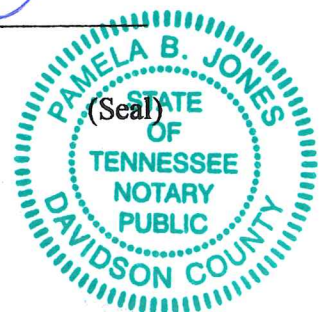
Pamela B. Jones  
Notary Public

My

Commission

Expires:

05/06/2019





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
171 Stoner's Glen Dr. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: [Signature], Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Sumner )

I, Kaitlyn Fox, a Notary Public of said State and County, do hereby certify that Darnell Burkley personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 23<sup>rd</sup> day of July, 2016.

Kaitlyn Fox  
Notary Public

My Commission Expires:

04/24/2018



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
173 Stoner's Glen Dr I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Carolyn Sanford, Owner/Member's Signature

STATE OF TENNESSEE )

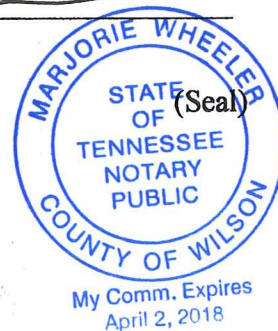
COUNTY OF Wilson )

I, Marjorie Wheeler, a Notary Public of said State and County, do hereby certify that Carolyn Sanford personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 28 day of Aug, 2016.

Marjorie Wheeler  
Notary Public

My Commission Expires: 4/2/18





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
Joan C. Breun I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

904 Stoner's Glen Ct.  
By: Joan C. Breun, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Joan Clark Breun personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

206  
IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
Robert E. Picirilli I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Robert E. Picirilli, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Robert Picirilli personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires: July 2, 2018





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
207 STONERS GLEN CT I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Kenneth E Smith, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Resha Jones a Notary Public of said State and County, do hereby certify that Kenneth Smith personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Resha Jones  
Notary Public

My Commission Expires:

July 2, 2018



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
208 Stoner's Glen Ct. I, do hereby vote in favor of this Fourth  
 Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Peggy J. Hicks Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

I, Lillian Tripp a Notary Public of said State and County, do hereby certify that  
Peggy Hicks personally appeared before me and acknowledged that they  
 are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit  
 corporation, and that by authority duly given and on behalf of the Association, the  
 foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 8th day of August, 2016.

Lillian J. Tripp  
 Notary Public

My Commission Expires:

12/6/2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
209 Stoner's Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Fred French, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Smith )

I, Justin K. Mauldin a Notary Public of said State and County, do hereby certify that Fred French personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9th day of August, 2016.

Justin Kyle Mauldin  
Notary Public

My

Commission

Expires:

November 16, 2019



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
210 Stoner's Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Joe A. Tripp, Owner/Member's Signature  
STATE OF TENNESSEE )

COUNTY OF Davidson )  
Christina

I, McDaniel, a Notary Public of said State and County, do hereby certify that JOE A. TRIPP personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9<sup>th</sup> day of Aug, 2016.

Christina McDaniel  
Notary Public

My Commission Expires: July 6, 2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
211 Stoners Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Sandra Norton, Owner/Member's Signature

STATE OF TENNESSEE )

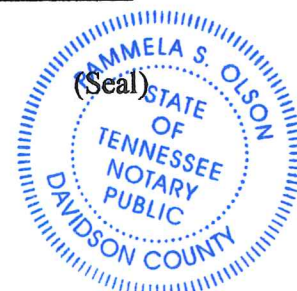
COUNTY OF DAVIDSON )

I, Pamela S. Olson, a Notary Public of said State and County, do hereby certify that Sandra Norton personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 2ND day of August, 2016.

Pamela S. Olson  
 Notary Public

My Commission Expires: MY COMMISSION EXPIRES AUGUST 23, 2016



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
212 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Martha Elaine Potter, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

I, Lillian Tripp, a Notary Public of said State and County, do hereby certify that Martha Elaine Potter personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 8th day of August, 2016.

Lillian J. Tripp  
Notary Public

My Commission Expires:

12/6/2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 213 Stoner's Glen Ct, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Don Thompson Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

I, Lillian Tripp, a Notary Public of said State and County, do hereby certify that Don Thompson personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 10<sup>th</sup> day of August, 2016.

Lillian J. Tripp  
Notary Public

My Commission Expires: 12/6/2016



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 214 Stoner's Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: R. A. Wharton, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

I, Lillian J. Papp, a Notary Public of said State and County, do hereby certify that R. A. Wharton personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this 9th day of August, 2016.

Lillian J. Papp  
Notary Public

My Commission Expires:

12/6/2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
215 Stoner's Glen Ct. I, do hereby vote in favor of this Fourth  
Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Tommy R. McReynolds Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that  
Tommy R. McReynolds personally appeared before me and acknowledged that they  
are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit  
corporation, and that by authority duly given and on behalf of the Association, the  
foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Reshea Jones  
Notary Public  
July 2, 2018

My

Commission

Expires:



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
216 Stoner Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Avelene Warren, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Avelene Warren personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Reshea Jones  
Notary Public

My

Commission

Expires:

July 2, 2018

(Seal)





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
217 STONERS GLEN CT I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: David C. Konig, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

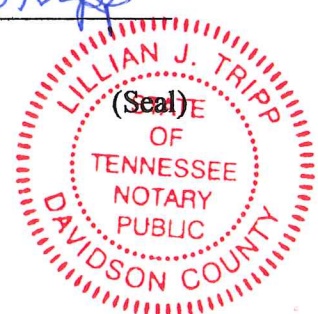
I, Lillian J. Tripp, a Notary Public of said State and County, do hereby certify that David C. Konig personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 8th day of August, 2016.

Lillian J. Tripp  
Notary Public

My Commission Expires:

12/16/16



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
218 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Loyce Emery, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

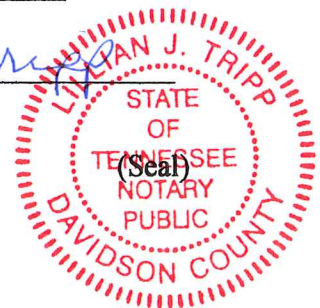
I, Lillian Tripp a Notary Public of said State and County, do hereby certify that Loyce Emery personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 10th day of August, 2016.

Lillian J. Tripp  
Notary Public

My Commission Expires:

12/6/2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
219 Stoners Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Larry Shivers, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Smith )

I, Justin K. Mauldin a Notary Public of said State and County, do hereby certify that Larry Shivers personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Justin K. Mauldin  
Notary Public

My Commission Expires:

11/16/2019



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 920 Stoner's Glen Ct., I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Vivian Burnett Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

I, Lillian Tripp, a Notary Public of said State and County, do hereby certify that VIVIAN BURNETT personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 8th day of August, 2016.

Lillian J. Tripp  
Notary Public

My Commission Expires: 12/6/2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
221 STONERS GLEN CT. I, do hereby vote in favor of this Fourth  
Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Ralph G. Foley Owner/Member's Signature

STATE OF TENNESSEE )

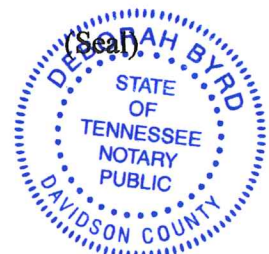
COUNTY OF Davidson )

I, Deborah Byrd Notary Public of said State and County, do hereby certify that  
Ralph G. Foley personally appeared before me and acknowledged that they  
are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit  
corporation, and that by authority duly given and on behalf of the Association, the  
foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 25th day of July, 2016.

Deborah Byrd  
Notary Public

My Commission Expires: March 3, 2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
222 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: [Signature] Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Will R. Crowthers Jr. personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

[Signature]  
Notary Public

My

Commission

Expires:

July 2, 2018



(Seal)

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

223 Stoner's Glen CT IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: Ed Woodroof, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Ed Woodroof, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Wilson )

I, Julie Hesla, a Notary Public of said State and County, do hereby certify that Ed Woodroof personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 8th day of August, 2016.

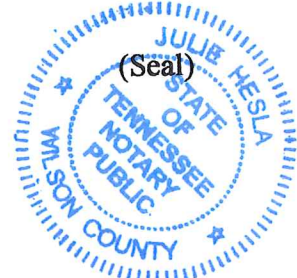
Julie Hesla  
Notary Public

My

Commission

Expires:

8-29-20





224

224

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address, 224 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Joe D. Fields, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Christy Rawls, a Notary Public of said State and County, do hereby certify that Joe D Fields personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 8<sup>th</sup> day of Aug, 2016.

Christy Rawls  
Notary Public

My Commission Expires:

7-8-19

(Seal)



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
225 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: *Mitchel Morgan Beverly* Owner/Member's Signature  
 STATE OF TENNESSEE

COUNTY OF Williamson )

I, Tiffany Brooks a Notary Public of said State and County, do hereby certify that Mitchel Morgan Beverly personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 1st day of August, 2016.

*Tiffany Brooks*  
 Notary Public

My Commission Expires:

11/26/2017

(Seal)





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
226 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Rebecca Martin, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

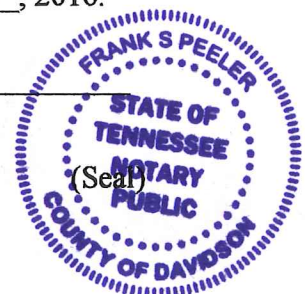
I, Frank Peeler a Notary Public of said State and County, do hereby certify that Rebecca Martin personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11 day of August, 2016.

Frank S. Peeler  
Notary Public

3/3/2020

My Commission Expires:



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
227 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: [Signature] Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson

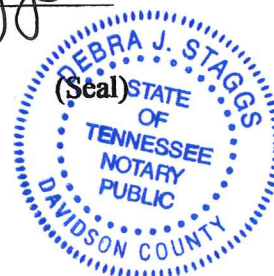
I, Debra J. Staggs, a Notary Public of said State and County, do hereby certify that Jonnie Arrowood personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 10 day of August, 2016.

[Signature]  
Notary Public

My Commission Expires:

May 8, 2017





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
228 Stoners Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By J. Mathouse 49, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Judith Greathouse personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Reshea Jones  
Notary Public

My

Commission

Expires:

July 2, 2018



(Seal)

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
230 Stoner's Glen Court I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation.

By: [Signature] Owner/Member's Signature [Signature]  
STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Marilyn McCain personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11 day of August, 2016.

[Signature]  
Notary Public

My Commission Expires:

3/3/2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 231 Stoners Glen Ct, Hermitage, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: W. Talmadge Johnson, Owner/Member's Signature

STATE OF ~~TENNESSEE~~ TEXAS  
COUNTY OF Harris )

I, Julie L. Johnson, a Notary Public of said State and County, do hereby certify that W. Talmadge Johnson personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9<sup>th</sup> day of August, 2016.

Julie L. Johnson  
Notary Public

My Commission Expires:

11/10/2016

(Seal)



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 232 Stoners Glen Ct., I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Eugene Wilmore, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson  
Karen L.

I, Osment, a Notary Public of said State and County, do hereby certify that Eugene Wilmore personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Karen L. Osment  
Notary Public

My

Commission

Expires:

9-11-17



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
234 Stoner's Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: *[Signature]*, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Kathy Hicks a Notary Public of said State and County, do hereby certify that Jerry W. Hamilton personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11 day of August, 2016.

*Kathy L. Hicks*  
Notary Public

My Commission Expires:

Feb 13, 2017





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
236 Stoner's Glen Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: De M. Hernandez, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Doris Hernandez personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/31/2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

238  
IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
Serry D. Westbrook I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: [Signature] Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Jon Hall, a Notary Public of said State and County, do hereby certify that Serry Westbrook personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

[Signature]  
Notary Public

My Commission Expires:

5-6-2019



My Commission Expires May 6, 2019

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

240 IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
Jean C. Yealy I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By Jean C. Yealy, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

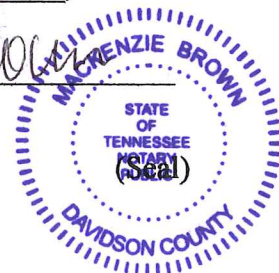
Mackenzie Brown  
I, Brown, a Notary Public of said State and County, do hereby certify that Jean C. Yealy personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 3 day of August, 2016.

Mackenzie Brown  
Notary Public

My Commission Expires:

3/10/19





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
242 Stoners Glen Ct. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By Stephen Spalding, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

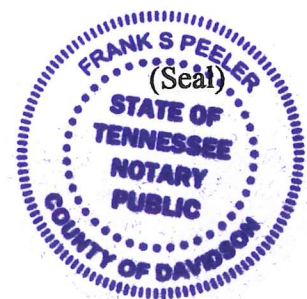
I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Stephen W. Spalding personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
244 Stoner's Glen Ct, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: M. M. Greathouse Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

I, Lillian J. Tripp a Notary Public of said State and County, do hereby certify that M. M. Greathouse personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 10th day of August, 2016.

Lillian J. Tripp  
Notary Public

My Commission Expires:

12/6/2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
246 Stoner's Glen I, do hereby vote in favor of this Fourth  
Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Inez Willey Owner/Member's Signature

STATE OF TENNESSEE

COUNTY OF DAVIDSON )

I, Lillian J. Tripp a Notary Public of said State and County, do hereby certify that  
Inez Willey personally appeared before me and acknowledged that they  
are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit  
corporation, and that by authority duly given and on behalf of the Association, the  
foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 10th day of August, 2016.

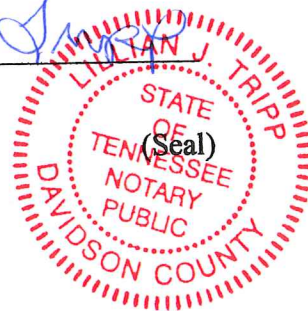
Lillian J. Tripp  
Notary Public

My

Commission

Expires:

12/6/2016



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
248 STONER'S GLEN CT, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Wayne C. Smith, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Frank Peeler, a Notary Public of said State and County, do hereby certify that Wayne C. Smith personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Frank S. Peeler  
Notary Public

My Commission Expires:

3/3/2020





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
250 STONERS GLEN CT. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By Martin J. Kilbane, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that Martin Kilbane personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
305 Wiles Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Barbara Suttla, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Wilson )

I, Kara Torphy a Notary Public of said State and County, do hereby certify that Barbara Suttla personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 22 day of July, 2016.

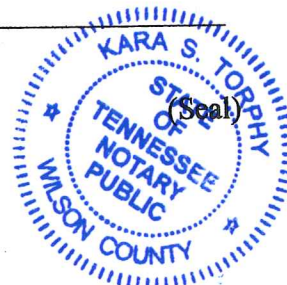
Kara S. Torphy  
Notary Public

My

Commission

Expires:

11-5-16





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
307 Wiles Ct, Hermitage, TN I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Deborah H. Crowder, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

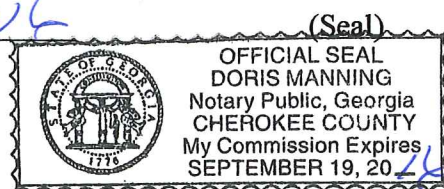
I, Doris Manning, a Notary Public of said State and County, do hereby certify that Deborah Crowder personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 22 day of July, 2016.

[Signature]  
Notary Public

My Commission Expires:

09/19/2016



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
311 Wiles Court, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Nancy M Jones, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Wilson )

I, Lisa C Langford a Notary Public of said State and County, do hereby certify that Nancy M Jones personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 9<sup>th</sup> day of August, 2016.

Lisa C Langford  
Notary Public

My Commission Expires:

May 21, 2018





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
313 Wiles Court I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Harry D Bass, Owner/Member's Signature

STATE OF TENNESSEE )

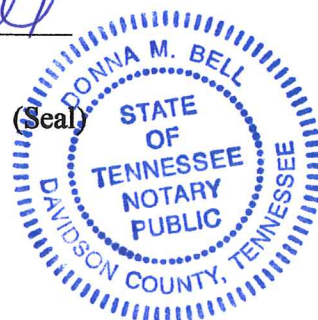
COUNTY OF Davidson )

I, Donna M. Bell a Notary Public of said State and County, do hereby certify that Harry D Bass personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 21 day of July, 2016.

Donna M. Bell  
Notary Public

My Commission Expires: MY COMMISSION EXPIRES AUGUST 23, 2016



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
315 Wiles Ct I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Ben P. Adams, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Smith )

I, Justin K. Mauldin, a Notary Public of said State and County, do hereby certify that Ben P. Adams personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 6<sup>th</sup> day of August, 2016.

Justin K. Mauldin  
Notary Public

My Commission Expires:

11/16/2019





319 Wiles Ct.

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
Robert H. Bradshaw, Jr. I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: [Signature] Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

I, Jennifer Wiles a Notary Public of said State and County, do hereby certify that Robert H. Bradshaw Jr personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 5th day of AUGUST, 2016.

[Signature]  
Notary Public

My Commission Expires:

May 8, 2018



1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
321 Wiles Ct I, do hereby vote in favor of this Fourth  
Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Marilyn Falcone, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Reshea Jones a Notary Public of said State and County, do hereby certify that  
Marilyn Falcone personally appeared before me and acknowledged that they  
are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit  
corporation, and that by authority duly given and on behalf of the Association, the  
foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11th day of August, 2016.

Reshea Jones  
Notary Public

My Commission Expires:

July 2, 2018

(Seal)





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address:  
323 WILKES CT I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Joseph A Rozell Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Davidson )

I, Charlie Ogden, a Notary Public of said State and County, do hereby certify that Joseph A Rozell personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11<sup>th</sup> day of August, 2016.

[Signature]  
Notary Public

My

Commission

Expires:

01-09-2016

(Seal)



My Commission Expires January 9, 2018

1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 326 Wiles Ct, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Sylvia Terry, Owner/Member's Signature

STATE OF TENNESSEE )

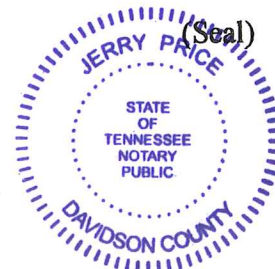
COUNTY OF Davidson )

I, Jerry Price, a Notary Public of said State and County, do hereby certify that Sylvia Terry personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 11 day of August, 2016.

Jerry Price  
Notary Public

My Commission Expires: Oct 18, 2016





1. The Declaration shall be amended by adding the following Section 32 to the end of the Declaration:

**32. Lease Restrictions.** Units may be leased only in their entirety; no fraction or portion may be leased without prior written Board approval. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than six (6) months, except with written Board approval, which shall not be unreasonably withheld in cases of undue hardship. Short-term (transient rentals and rentals listed on short-term rental sites including but not limited to Airbnb, VRBO, HomeAway, or Roomorama) are strictly prohibited. Unit Owners must provide the lessee copies of the Master Deed, Bylaws, and any Rules and Regulations and the lessee must acknowledge and agree that he/she will be bound by such documents.

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.

IN WITNESS WHEREOF, as an owner of the following Stoner's Glen Address: 328 WILES COURT, I, do hereby vote in favor of this Fourth Amendment as a member of the Stoner's Glen Townhouse Corporation,

By: Anne L. Browne, Owner/Member's Signature

STATE OF TENNESSEE )

COUNTY OF Rutherford

I, Ramon, a Notary Public of said State and County, do hereby certify that Anne L. Browne personally appeared before me and acknowledged that they are a member of the Stoner's Glen Townhouse Corporation, a Tennessee nonprofit corporation, and that by authority duly given and on behalf of the Association, the foregoing instrument was voluntarily signed for the purposes therein expressed.

Witness my hand and official stamp or seal, this the 25 day of July, 2016.

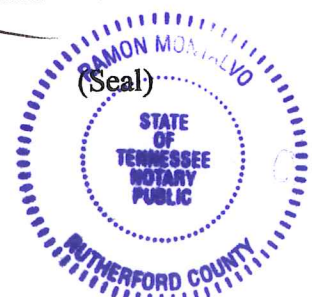
[Signature]  
Notary Public

My

Commission

Expires:

3-18-19



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

Karen Johnson Davidson County
Batch# 893895 DEEDMAST
07/26/2022 11:51:30 AM 78 pgs
Fees: \$392.00 Taxes: \$0.00
20220726-0085300

**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").

**WITNESSETH:**

**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]**

22<sup>nd</sup> IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the  
22<sup>nd</sup> of July, 2022.

**STONER'S GLEN TOWNHOUSE CORPORATION**

Brenda Hill Brenda Hill

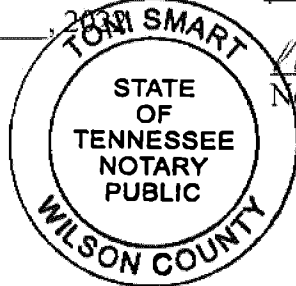
By:

Its: President

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Brenda Hill 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 President of Stoner's Glen Townhouse Corporation, and that she/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 herself/himself as such President.

Witness my hand and official seal at Hermitage Davidson County, Tennessee, this  
22<sup>nd</sup> day of July, 2022.



Tom Smart  
Notary Public

My Commission Expires:

01/05/2025

**AFFIDAVIT OF SIGNATURES FOR AMENDMENT  
BY  
SECRETARY OF STONER'S GLEN TOWNHOUSE CORPORATION**

The undersigned, MARILYN FALCONE Secretary of Stoner's Glen Townhouse Corporation, certifies and affirms that in accordance with Section 21(b) of the Declaration of Covenants, Conditions, and Restrictions for Stoner's Glen, A Horizontal Property Regime with Private Elements, the signatures of not less than sixty-seven percent (67%) of the Owners are attached to this Amendment and as such, this Amendment shall be adopted.

STONER'S GLEN TOWNHOUSE  
CORPORATION

Marilyn Falcone  
By:

Its: Secretary

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Marilyn Falcone 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 Stoner's Glen Townhouse Corporation, 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 Hermitage, Davidson County, Tennessee, this 21 day of July, 2022.

L. Aeg II  
Notary Public

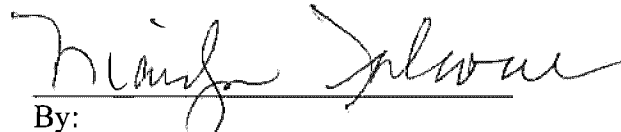
My Commission Expires: 9/8/25



**AFFIDAVIT OF NOTICE OF AMENDMENT  
BY  
SECRETARY FOR STONER'S GLEN TOWNHOUSE CORPORATION**

The undersigned, MARILYN FALCONE Secretary of Stoner's Glen Townhouse Corporation, certifies and affirms that in accordance with Section 21(b) of the Declaration of Covenants, Conditions and Restrictions for Stoner's Glen Townhouse Corporation, a Horizontal Property Regime with Private Elements, entitled "Other Amendments," Notice of this Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoner's Glen Townhouse Corporation, a Horizontal Property Regime with Private Elements has been provided to all lien holders of record by certified mail.

STONER'S GLEN TOWNHOUSE  
CORPORATION

  
By:  
Its: Secretary

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Marilyn Falcone 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 Stoner's Glen Townhouse Corporation, 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 Davidson County, Tennessee, this 21 day of July, 2022.

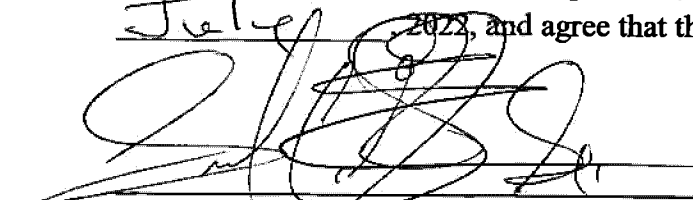
L. Aeq II  
Notary Public

My Commission Expires: 9/8/25





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 8<sup>th</sup> of July, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

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

Leonard C. Glass Sr.  
\_\_\_\_\_  
Owner (Printed)

139 Stoners Glen Dr  
\_\_\_\_\_  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

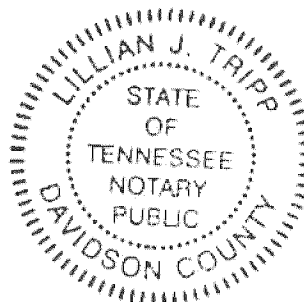
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Leonard Glass with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 139 Stoners Glen Dr Hm 15, TN Davidson County, Tennessee, this 8<sup>th</sup> day of July, 2022.

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

My Commission Expires:

Nov 6, 2024



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 20<sup>th</sup> of July, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Joan C. Bruen  
Owner (Signed)

Joan C. Bruen  
Owner (Printed)

204 Stoner's Glen Ct. Hermitage, TN 37076  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

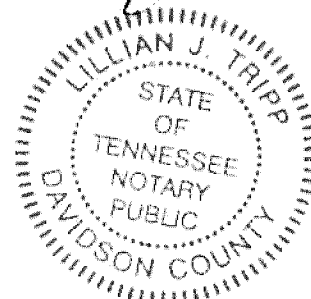
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Joan C. Bruen with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 210 Stoner's Glen Ct. Hermitage, TN 37076, Davidson County, Tennessee, this 20<sup>th</sup> day of July, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 5<sup>th</sup> of July, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Stephen Purcell  
Owner (Signed)

Stephen Purcell  
Owner (Printed)

127 Stoners Glen DR  
Address (Stoner's Glen)

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

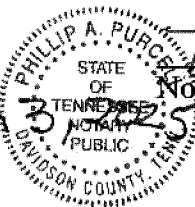
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Stephen Purcell 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 Nashville, Davidson County, Tennessee, this 5<sup>th</sup> day of July, 2022.

My Commission Expires:

March 3, 2025



Phillip A Purcell  
Notary Public

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 5<sup>th</sup> of July, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Mitchel M Beverly & Rebecca A. Beverly  
Owner (Signed)

MITCHEL M BEVERLY & REBECCA A. BEVERLY  
Owner (Printed)

225 STONERS GLEN COURT HERMITAGE, TN 37076  
Address (Stoner's Glen)

SAME.  
Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

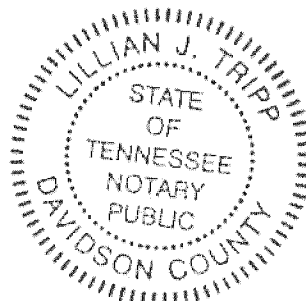
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Mitchel Beverly with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 210 Stoners, Glen St. Hnty, TN 37076 Davidson County, Tennessee, this 5<sup>th</sup> day of July, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024





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 15<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Kenneth A. Robinson  
Owner (Signed)

Kenneth A. Robinson  
Owner (Printed)

155 Stoners Glen Dr  
Address (Stoner's Glen)

P.O. Box 0173 Hermitage, TN. 37076  
Mailing Address (if different than Stoner's Glen)

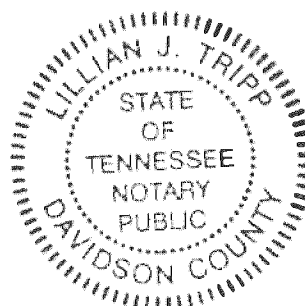
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Kenneth Robinson 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 155 Stoners Glen Dr, Davidson County, Tennessee, this 15<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:  
Nov 6, 2024



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 15<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Anna L Browne  
Owner (Signed)

ANNA L Browne  
Owner (Printed)

328 Wiles Ct. Hermitage TN 37076  
Address (Stoner's Glen)

Same  
Mailing Address (if different than Stoner's Glen)

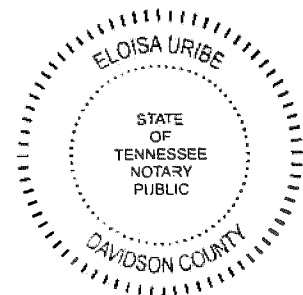
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Anna L Browne 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 NSBank, Davidson County, Tennessee, this 15<sup>th</sup> day of June, 2022.

Eloisa Uribe  
Notary Public

My Commission Expires: 5/9/2023



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 15 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Rebecca Alene Sircy  
Owner (Signed)

Rebecca Alene Sircy  
Owner (Printed)

166 Stoners Glen Dr Hermitage, TN 37076  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

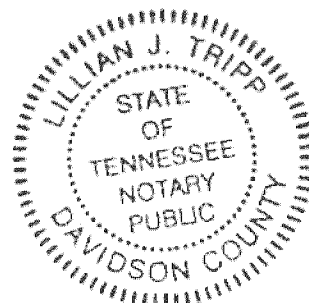
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Rebecca Sircy with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 166 Stoners Glen Dr, Hermitage, TN, Davidson County, Tennessee, this 15<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 15<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Darlene C. Jones Darlene C. Jones  
Owner (Signed)

Darlene C. Jones  
Owner (Printed)

160 Stoners Glen Dr.  
Address (Stoner's Glen)  
Hermitage, TN. 37076

\_\_\_\_\_  
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 Darlene C. Jones 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 Nashville, Davidson County, Tennessee, this 15<sup>th</sup> day of June, 2022.

[Signature]  
Notary Public

My Commission Expires:



My Commission Expires March 3, 2025



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 14<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Rebecca R. Mullis  
Owner (Signed)

Rebecca R. Mullis  
Owner (Printed)

167 Stoner's Glen Drive, Hermitage, TN. 37076  
Address (Stoner's Glen)

P.O. Box 772 Hermitage, TN. 37076  
Mailing Address (if different than Stoner's Glen)

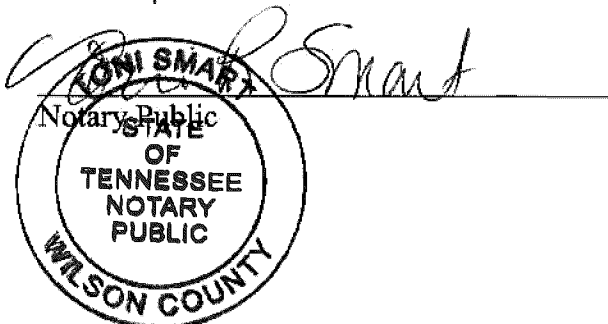
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Rebecca Mullis 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 Hermitage, Davidson County, Tennessee, this 14<sup>th</sup> day of June, 2022.

My Commission Expires:

01/05/2025



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.

Kathleen Blair Willoughby  
Owner (Signed)

Kathleen Blair Willoughby  
Owner (Printed)

309 Wiles Court  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

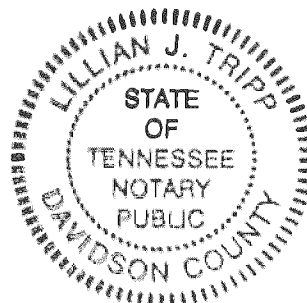
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Blair Willoughby with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 309 Wiles ST, HMT - TN, Davidson County, Tennessee, this 15th day of JUNE, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 13<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Joe A. Tripp  
Owner (Signed)

Joe A. Tripp  
Owner (Printed)

210 Stoners Glen Ct.  
Address (Stoner's Glen)

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

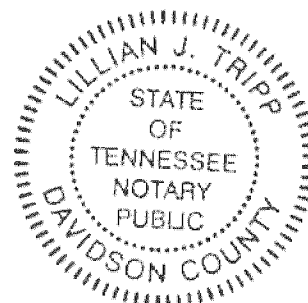
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Joe A. Tripp 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 210 Stoners Glen Ct, Davidson County, Tennessee, this 13<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:  
Nov 6, 2024



Barbara Sutla  
Owner (Signed)

Barbara Sutla  
Owner (Printed)

305 Wiles Ct. Hermitage TN 37076  
Address (Stoner's Glen)

202207260085300



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 13 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Peggy J. Hicks  
Owner (Signed)

Peggy T. Hicks  
Owner (Printed)

208 Stoner's Glen Ct.  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

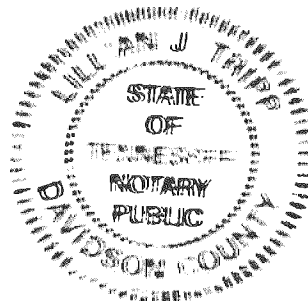
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Peggy Hicks with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 208 Stoner's Glen Ct., Davidson County, Tennessee, this 13<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 14<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Karen C Mayo  
Owner (Signed)

KAREN C MAYO  
Owner (Printed)

214 Stoners Glen Ct. Hermitage, TN 37076  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

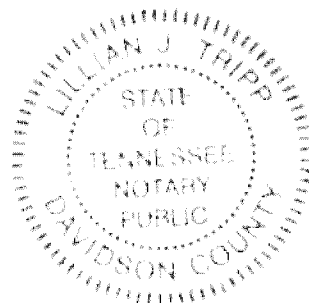
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Karen Mayo with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 214 Stoners Glen Ct, Davidson County, Tennessee, this 14<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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.

Eugene Wilmore  
Owner (Signed)

Eugene Wilmore  
Owner (Printed)

232 Stoners Glen Ct.  
Address (Stoner's Glen)

Same Hermitage  
Mailing Address (if different than Stoner's Glen)

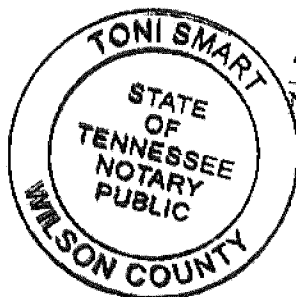
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Eugene Wilmore 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 Hermitage Davidson County, Tennessee, this 14th day of JUNE, 2022.

My Commission Expires:

01/05/2025



Toni R Smart  
Notary Public

Johnny O. Norton  
Owner (Signed)

211 Stoners Glen Ct  
Address (Stoner's Glen)



Esther French

Esther French

209 Stoners Glen Court

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 14th of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

David C. Konig

Owner (Signed)

DAVID C. KONIG

Owner (Printed)

217 STONERS GLEN CT, HERMITAGE, TN 37076

Address (Stoner's Glen)

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

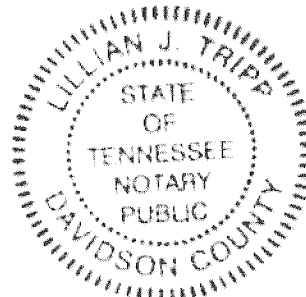
Before me, a Notary Public in and for the State and County aforesaid, personally appeared DAVID KONIG with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 217 Stoner's Glen CT, Hermitage, TN, Davidson County, Tennessee, this 14th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 15 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Peggy Lewis

Owner (Signed)

Peggy Lewis

Owner (Printed)

164 Stoner's Glen Dr. Hermitage TN 37076

Address (Stoner's Glen)

Same

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

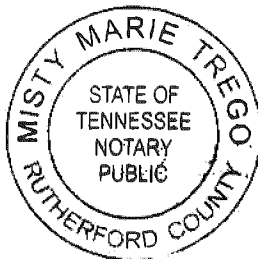
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Peggy Lewis with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at Hermitage, Davidson County, Tennessee, this 15th day of June, 2022.

Misty Marie Trego  
Notary Public

My Commission Expires:

June 21, 2022



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 11<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Judy A. Bass  
Owner (Signed)

Judy A. BASS  
Owner (Printed)

313 Wiles Ct.  
Address (Stoner's Glen)

Hermitage, TN 37076  
Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

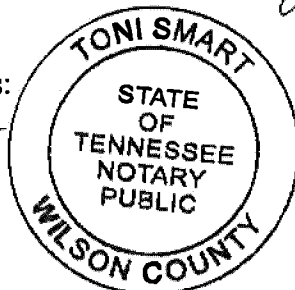
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Judy Bass with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at WILSBANK, Davidson County, Tennessee, this 11<sup>th</sup> day of JUNE, 2022.

Orvil Smart  
Notary Public

My Commission Expires:

01/05/2022





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 15 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Nancy McWhiter Jones  
Owner (Signed)

Nancy McWhiter Jones  
Owner (Printed)

311 Wiles Court  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

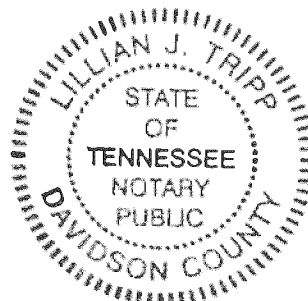
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Nancy Jones with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 311 Wiles, Davidson County, Tennessee, this 15 day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 17 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Sandra Bivins  
Owner (Signed)

Sandra Bivins  
Owner (Printed)

317 Wiles Court, Hermitage, TN  
Address (Stoner's Glen) 37076

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

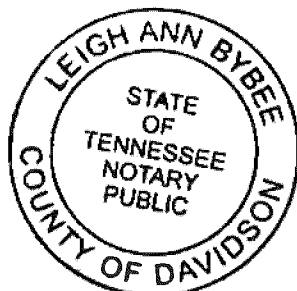
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Sandra Bivins with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at Old Hickory, Davidson County, Tennessee, this 17<sup>th</sup> day of June, 2022.

Leigh Ann Bybee  
Notary Public

My Commission Expires:

3-3-26



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.

Kenneth E Smith

Owner (Signed)

Kenneth E Smith

Owner (Printed)

209 Stoner's Glen Ct

Address (Stoner's Glen)

None

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 Kenneth Smith 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 Hermitage, Davidson County, Tennessee, this 14th day of June, 2022.

Misty Marie Trego  
Notary Public

My Commission Expires:

June 21, 2022



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 20<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Debra Vicknair  
Owner (Signed)

Debra Vicknair  
Owner (Printed)

212 Stoners Glen Ct. Hermitage, TN 37076  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

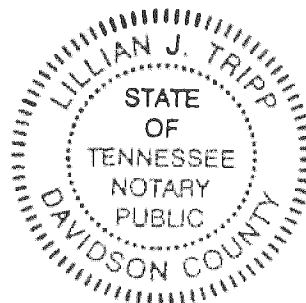
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Debra Vicknair with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 212 Stoners Glen Ct., Hermitage, TN Davidson County, Tennessee, this 20<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024





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 16<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Barbara B. Pippin Howard Glyon Hill Jr.  
Owner (Signed)

Barbara B. Pippin Howard Glyon Hill Jr.  
Owner (Printed)

158 Stoners Glen Ct., Hermitage, TN 37076  
Address (Stoner's Glen)

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

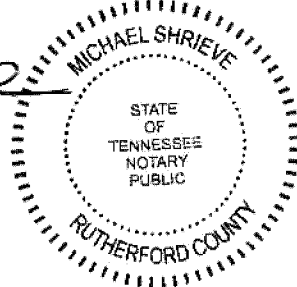
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Barbara B. Pippin & Howard Hill 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 Hermitage, Davidson County, Tennessee, this 16 day of June, 2022.

My Commission Expires: 12 July 2022

Michael Shrieve  
Notary Public



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 22<sup>nd</sup> of JUNE, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Avelene Warren  
Owner (Signed)

Avelene Warren  
Owner (Printed)

216 Stoners Glen Ct. Hermitage, TN 37076  
Address (Stoner's Glen)

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

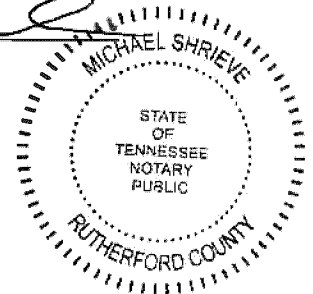
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Avelene Warren 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 Hermitage, Davidson County, Tennessee, this 22 day of June, 2022.

Michael Shrieve  
Notary Public

My Commission Expires: 12 July 2022



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 21<sup>st</sup> of JUNE, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Ronald E. Fultz  
Owner (Signed)

Ronald E. Fultz  
Owner (Printed)

165 Stoner's Glen Drive  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

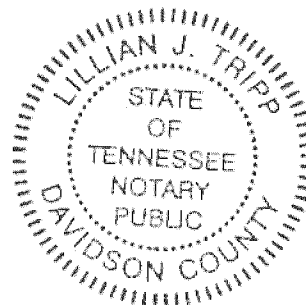
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Ronald E. Fultz with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 165 Stoner's Glen Dr, Hmtg, TN 37076 Davidson County, Tennessee, this 21<sup>st</sup> day of JUNE, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 21<sup>st</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

R.H. Bradshaw, Jr.  
Owner (Signed)

R.H. Bradshaw, Jr  
Owner (Printed)

319 Wiles Ct. Hermitage, TN 37076  
Address (Stoner's Glen)

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

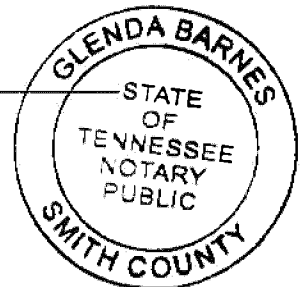
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Robert Bradshaw  
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Glenda Barnes 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 Carthage, Smith Davidson County, Tennessee, this 21<sup>st</sup> day of June, 2022.

My Commission Expires: 1/14/26

Glenda Barnes  
Notary Public





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 22 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Paulette M. Hamilton  
Owner (Signed)

Paulette G. Hamilton  
Owner (Printed)

234 Stoner's Glen Ct. Hermitage 37076  
Address (Stoner's Glen)

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

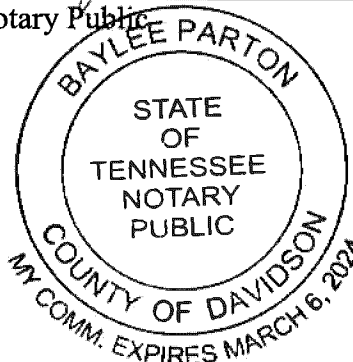
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Paulette Hamilton 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 Old Hickory, Davidson County, Tennessee, this 22<sup>nd</sup> day of June, 2022.

My Commission Expires: 03/06/24

Baylee Parton  
Notary Public



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 21<sup>st</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Jerry D. Westbrook  
Owner (Signed)

Jerry D. Westbrook  
Owner (Printed)

238 Stoners Glen Ct  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

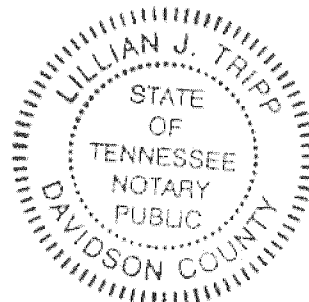
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Jerry Westbrook with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 238 Stoners Glen Ct., Antioch, TN Davidson County, Tennessee, this 21<sup>st</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



David Lincoln

DAVID LINCOLN

161 Stoners Glen Dr. Hermitage, TN 37076  
Address (Stoner's Glen)

202207260085300

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 20<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Barry Jones & Judith Jones  
Owner (Signed)

Barry G. Jones & Judith Jones  
Owner (Printed)

137 Stoners Glen Dr  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

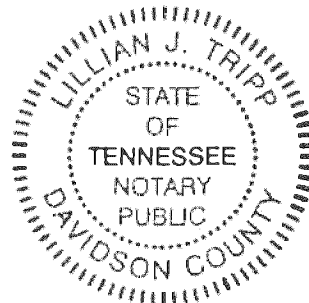
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Barry Jones with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 137 Stoners Glen Dr, Davidson County, Tennessee, this 20<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024





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 15<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Brenda Nicks  
Owner (Signed)

Brenda Nicks  
Owner (Printed)

115 Stoners Glen Dr.  
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 Brenda Gail Nicks 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 Nashville, Davidson County, Tennessee, this 15<sup>th</sup> day of June, 2022.

William  
Notary Public

My Commission Expires: 03/03/2025



My Commission Expires March 3, 2025

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 21<sup>st</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Thomas Smith  
Owner (Signed)

THOMAS Smith  
Owner (Printed)

157 STONERS GLEN DRIVE  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

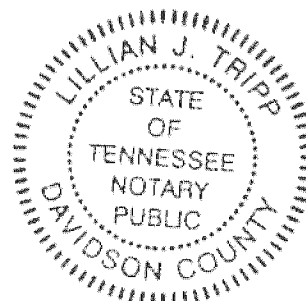
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas Smith with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 157 Stoner's Glen Dr, Hentey, TN, Davidson County, Tennessee, this 21<sup>st</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 22 of JUNE, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Ralph G. Foley  
Owner (Signed)

RALPH G. FOLEY  
Owner (Printed)

221 STONERS GLEN CT. HERMITAGE, 37076  
Address (Stoner's Glen)

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

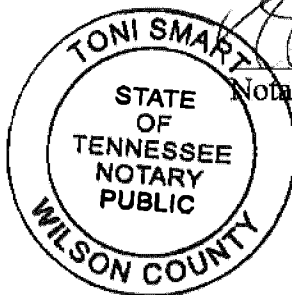
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Ralph Foley 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 Hermitage, Davidson County, Tennessee, this 22<sup>nd</sup> day of JUNE, 2022.

My Commission Expires:

01/05/2025



Toni Smart  
Notary Public

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 21 of JUNE, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Ray H Bass  
Owner (Signed)

RAY H BASS  
Owner (Printed)

219 STONER'S GLEN G  
Address (Stoner's Glen)

HERMITAGE TN 37076  
Mailing Address (if different than Stoner's Glen)

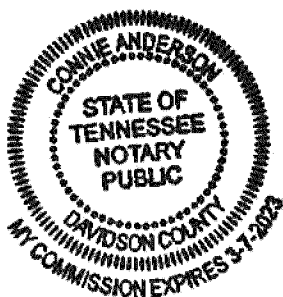
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Ray H Bass 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 Hermitage, Davidson County, Tennessee, this 21 day of June, 2022.

Connie Anderson  
Notary Public

My Commission Expires:





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 16 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Larry & Marilyn Potts  
Owner (Signed)

LARRY POTTS  
Marilyn Potts  
Owner (Printed)

169 Stoner's Glen Dr. Hermitage, TN 37076  
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 Larry & Marilyn Potts 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 Hermitage, Davidson County, Tennessee, this 16<sup>th</sup> day of June, 2022.

Chad E. Watson  
Notary Public

My Commission Expires: January 11<sup>th</sup>, 2026



My Commission Expires Jan. 11, 2026

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 24<sup>th</sup> of JUNE, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Philip E Ponder  
Owner (Signed)

Philip E. Ponder  
Owner (Printed)

224 STONERS GLEN CT  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

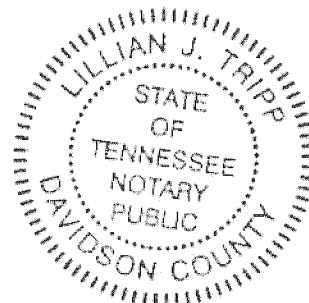
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Phil Ponder with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 224 Stoners Glen CT, HMTG, TN, Davidson County, Tennessee, this 24<sup>th</sup> day of JUNE, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 15 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Marilyn Falcone

Owner (Signed)

MARILYN FALCONE

Owner (Printed)

321 Wiles Ct. Hermitage TN 37076

Address (Stoner's Glen)

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

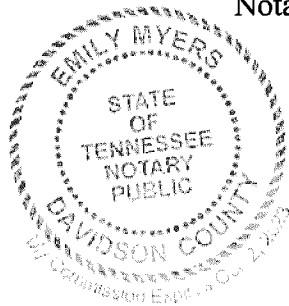
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Marilyn Falcone with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at Hermitage, Davidson County, Tennessee, this 15th day of June, 2022.

Emily Myers  
Notary Public

My Commission Expires:

10/01/2023



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.

Brenda V Hall  
Owner (Signed)

Brenda V Hall  
Owner (Printed)

170 Stoners Glen Drive  
Address (Stoner's Glen)

Hermitage TN 37076  
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 Brenda Hall 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.

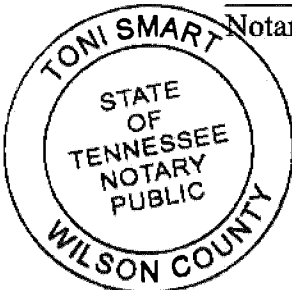
Witness my hand and official seal at Hermitage, Davidson County, Tennessee, this 14<sup>th</sup> day of June, 2022.

Toni R Smart

Notary Public

My Commission Expires:

01/05/2025





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 15<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Delores B. Dockum

Owner (Signed)

Delores B. Dockum

Owner (Printed)

117 Stoners Glen Drive

Address (Stoner's Glen)

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

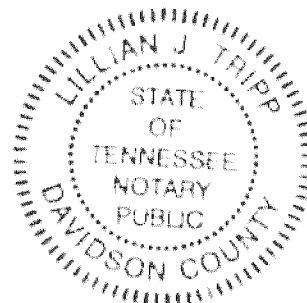
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Delores Dockum with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 117 Stoners Glen Dr, HMTG, TN Davidson County, Tennessee, this 15<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 15 of JUNE, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Joseph A Rozell III  
Owner (Signed)

JOSEPH A ROZELL III  
Owner (Printed)

323 WILES CT  
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 Joseph Rozell 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 Hermitage, Davidson County, Tennessee, this 15<sup>th</sup> day of June, 2022.

Chad E Watson  
Notary Public

My Commission Expires:  
Jan 11<sup>th</sup> 2026



My Commission Expires Jan. 11, 2026

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 13 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Don H. Thompson  
Owner (Signed)

DON H. Thompson  
Owner (Printed)

213 Stoners Glen Court  
Address (Stoner's Glen)

P.O. Box 115 Hermitage Tenn 37076  
Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

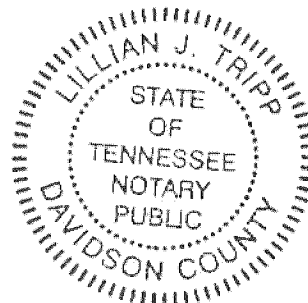
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Don Thompson with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 213 Stoners Glen Ct, Davidson County, Tennessee, this 13th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 28 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Tom Meyer  
Owner (Signed)

Thomas R Meyer  
Owner (Printed)

129 Stoners Glen Dr  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

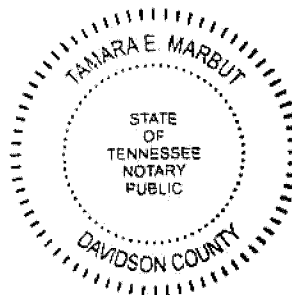
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Thomas R Meyer with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at Truist Bank Davidson County, Tennessee, this 28<sup>th</sup> day of June, 2022.

Tamara E Marbut  
Notary Public

My Commission Expires:

My Commission Expires  
October 2, 2023







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 28 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Rebecca G. Martin

Owner (Signed)

Rebecca G. Martin

Owner (Printed)

226 Stoners Glen Ct.

Address (Stoner's Glen)

Hermitage TN 37076

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

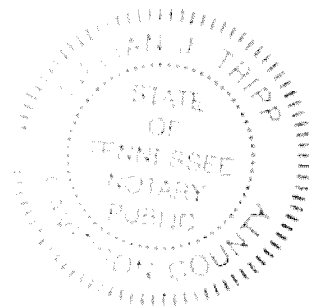
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Rebecca Martin with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 210 Stoners Glen Ct, Hermitage TN, Davidson County, Tennessee, this 28th day of June, 2022.

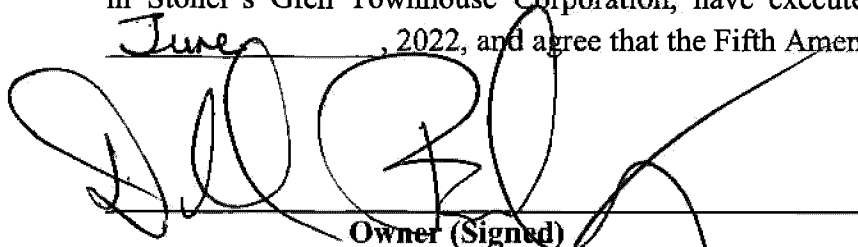
William J. Truff  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

  
Owner (Signed)

DARRELL BUCKLEY  
Owner (Printed)

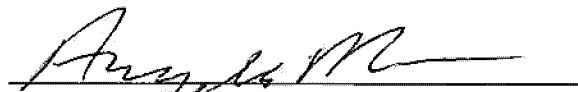
171 Stoner's Glen Dr. Hermitage TN 37126  
Address (Stoner's Glen)

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

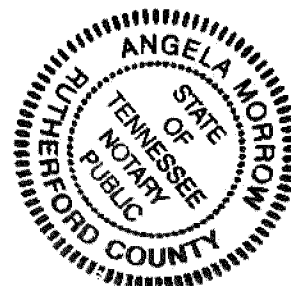
STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared DARRELL BUCKLEY 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 June day of 29, 2022.

  
Notary Public

My Commission Expires:



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 27<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

McDonald Franklin

Owner (Signed)

McDonald Franklin

Owner (Printed)

113 Stoner's Glen Dr.

Address (Stoner's Glen)

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

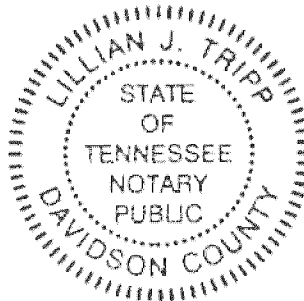
Before me, a Notary Public in and for the State and County aforesaid, personally appeared McDonald Franklin with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 113 Stoner's Glen Dr, Hmty, TN, Davidson County, Tennessee, this 27<sup>th</sup> day of JUNE, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

[Signature]  
Owner (Signed)

Lisa Ray-Ensley  
Owner (Printed)

105 Stoners Glen DR  
Address (Stoner's Glen)

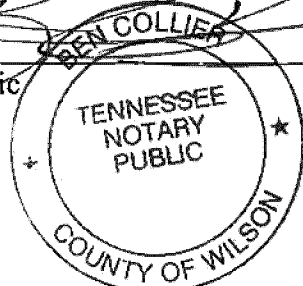
\_\_\_\_\_  
Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Lisa Ray-Ensley 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 Hermitage, Davidson County, Tennessee, this 29 day of June, 2022.

My Commission Expires: 7/24/2023

[Signature]  
Notary Public  


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.

Mary Evelyn Johnson  
Owner (Signed)

Mary Evelyn Johnson  
Owner (Printed)

104 Stoner's Glen Dr.  
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 Mary Evelyn Johnson 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 Hermitage, Davidson County, Tennessee, this 29th day of June, 2022.

Emily Myers  
Notary Public

My Commission Expires:





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.

Patty S. Davenport  
Owner (Signed)

Patty S. Davenport  
Owner (Printed)

222 Stoner Glen Court  
Address (Stoner's Glen)

814 Austins Way, Mt. Juliet, TN 37122  
Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

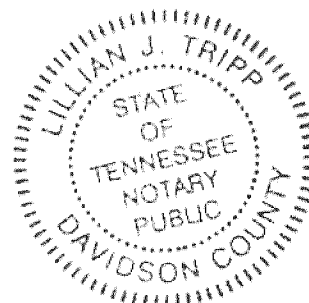
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Patty Davenport with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 222 Stoner Glen Ct HMTG, TN Davidson County, Tennessee, this 28<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 28 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Doris M. Hernandez  
Owner (Signed)

DORIS M. HERNANDEZ  
Owner (Printed)

236 STONERS GLEN CT, HERMITAGE, TN  
Address (Stoner's Glen) 37076

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

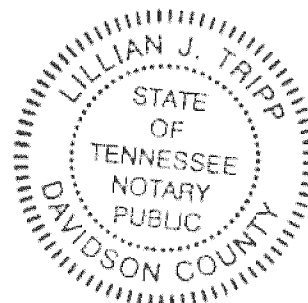
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Doris Hernandez with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 210 Stoners Glen Ct, Hermitage, TN, Davidson County, Tennessee, this 28th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Inez Milby  
Owner (Signed)

Inez Milby  
Owner (Printed)

246 Stoners Glen Ct.  
Address (Stoner's Glen)

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

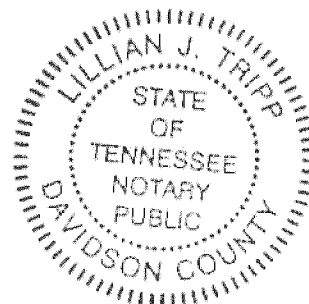
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Inez Milby with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 246 Stoners Glen Ct, Hmtg, TN Davidson County, Tennessee, this 29<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Janice Greathouse Rowlette  
Owner (Signed)

Janice Greathouse Rowlette  
Owner (Printed)

244 Stoner's Glen Ct.  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

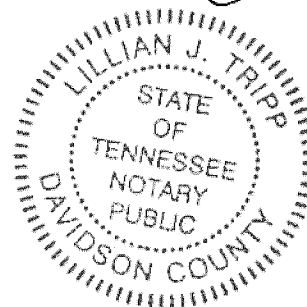
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Jan Rowlette with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at Stoner's Glen Ct, Hntg, TN, Davidson County, Tennessee, this 29<sup>th</sup> day of JUNE, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Melissa N. Guthrie

Owner (Signed)

Melissa N. Guthrie

Owner (Printed)

229 Stoners Glen Court

Address (Stoner's Glen)

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

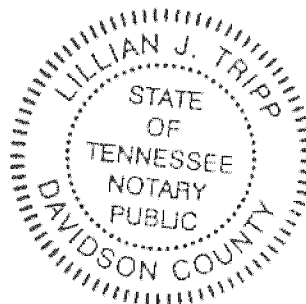
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Melissa Guthrie with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 229 Stoners Glen Ct, Hixson, TN 37076 Davidson County, Tennessee, this 29th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024





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 29 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Helen Neal

Owner (Signed)

Helen Neal

Owner (Printed)

119 Stoners Glen Dr.

Address (Stoner's Glen)

Same

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

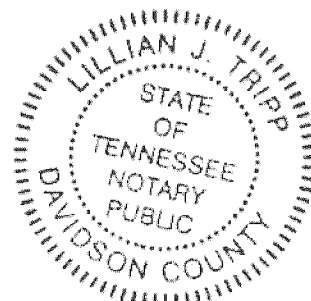
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Helen Neal with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 119 Stoners Glen Dr Hmty, TN, Davidson County, Tennessee, this 29 day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29 of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Opal Griffin  
Owner (Signed)

OPAL GRIFFIN  
Owner (Printed)

151 Stoners Glen Drive  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

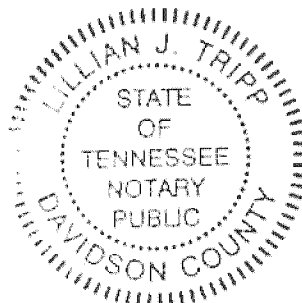
Before me, a Notary Public in and for the State and County aforesaid, personally appeared OPAL GRIFFIN with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 151 Stoners Glen Dr, HMTB, TN 37076, Davidson County, Tennessee, this 29th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 28<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Bobbie E. Kilbane  
Owner (Signed)

Bobbie E. Kilbane  
Owner (Printed)

250 Stoners Glen Court  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

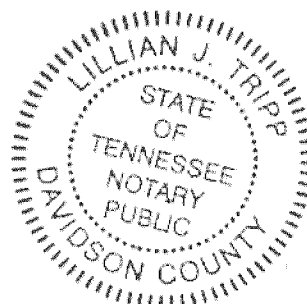
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Bobbie E. Kilbane with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 250 Stoners Glen Ct, Hmty, N 37076 Davidson County, Tennessee, this 28<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 28<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Jaye Smith

Owner (Signed)

FAYE SMITH

Owner (Printed)

248 STONER'S GLEN CT.

Address (Stoner's Glen)

Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

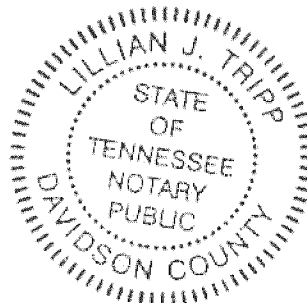
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Jaye Smith with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 248 Stoner's Glen Ct, Hmty, TN Davidson County, Tennessee, this 28<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



William E. Bacon Jr.  
Owner (Signed)

121 Stoners Glen Dr  
Address (Stoner's Glen)



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 29<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Martha P Taylor  
Owner (Signed)

MARTHA P. TAYLOR  
Owner (Printed)

147 STONERS GLEN DR.  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

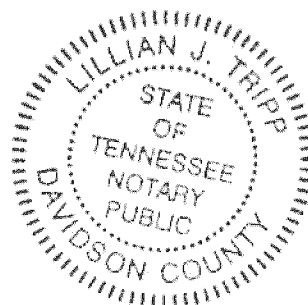
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Martha P Taylor with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 147 Stoners Glen Dr. Anty, TN 37075, Davidson County, Tennessee, this 29<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



Beverly Mitchell-Person  
Owner (Signed)

156 Stoners Glen Ct  
Address (Stoner's Glen)

202207260085300

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 29 of JUNE, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Mary Ann Ledbetter  
Owner (Signed)

MARY ANN LEDBETTER  
Owner (Printed)

149 STONER'S GLEN DR, Hermitage, TN  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

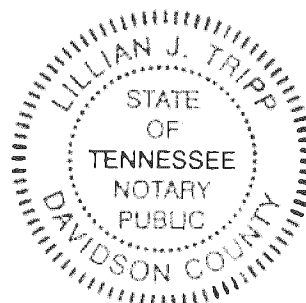
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Mary Ann Ledbetter with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 149 Stoner's Glen Dr, Hermitage, TN 37076 Davidson County, Tennessee, this 29th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Judith Arrowood  
Owner (Signed)

Judith Arrowood  
Owner (Printed)

227 Stoner's Glen Ct, Hermitage, TN 37076  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

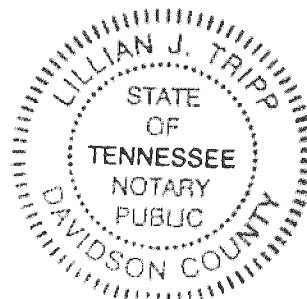
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Judith Arrowood with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 227 Stoner's Glen Ct, Hermitage, TN 37076, Davidson County, Tennessee, this 29<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Frances K. Woodroof  
Owner (Signed)

FRANCES K. WOODROOF  
Owner (Printed)

223 Stoners Glen Ct.  
Address (Stoner's Glen)

Hernutage, TN 37076  
Mailing Address (if different than Stoner's Glen)

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

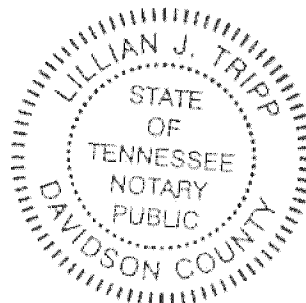
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Frances Woodroof with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 223 Stoners Glen Ct, Hmty. TN Davidson County, Tennessee, this 29<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024





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 29th of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Marilyn Shelton  
Owner (Signed)

Marilyn Shelton  
Owner (Printed)

240 Stoners Glen Ct.  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

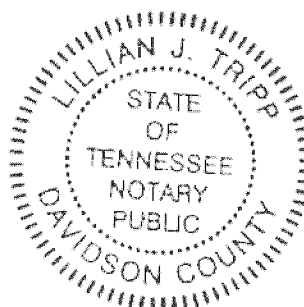
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Marilyn Shelton with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 240 Stoners Glen Ct, Hmtg, TN 37076 Davidson County, Tennessee, this 29th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Janice F. Yates  
Owner (Signed)

JANICE F. YATES  
Owner (Printed)

141 Stoner's Glen Drive  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

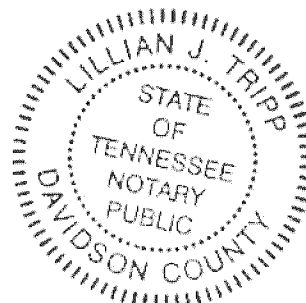
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Janice Yates with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 141 Stoner's Glen Dr, Anty, TN 37076, Davidson County, Tennessee, this 29<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29th of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Faye C. Kay  
Owner (Signed)

Faye C. Kay  
Owner (Printed)

159 Stoner's Glen Dr  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

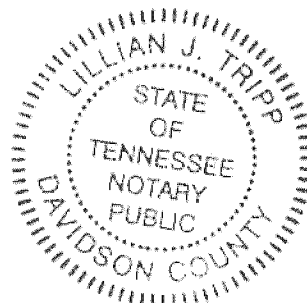
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Faye C. Kay with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes therein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

Witness my hand and official seal at 159 Stoner's Glen Dr, Nashville, TN 37016, Davidson County, Tennessee, this 29th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29<sup>th</sup> of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Evelyn Kay Tenney  
Owner (Signed)

EVELYN KAY TENNEY  
Owner (Printed)

168 STONERS GLEN DRIVE  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

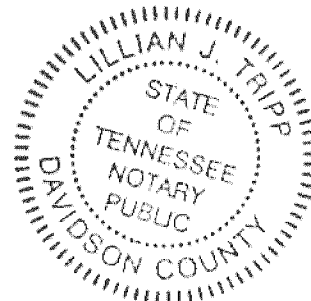
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Evelyn Kay Tenney with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 168 Stoners Glen Dr. Hermitage Davidson County, Tennessee, this 29<sup>th</sup> day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024



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 29th of June, 2022, and agree that the Fifth Amendment to the Declaration shall be adopted.

Robert Picirilli  
Owner (Signed)

Robert E. Picirilli  
Owner (Printed)

206 Stoner's Glen Ct.  
Address (Stoner's Glen)

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

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

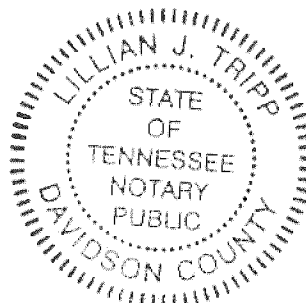
Before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert Picirilli with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged that he/she executed the within instrument for the purposes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

Witness my hand and official seal at 206 Stoner's Glen Ct. Atlanta, TN Davidson County, Tennessee, this 29th day of June, 2022.

Lillian J. Tripp  
Notary Public

My Commission Expires:

Nov 6, 2024

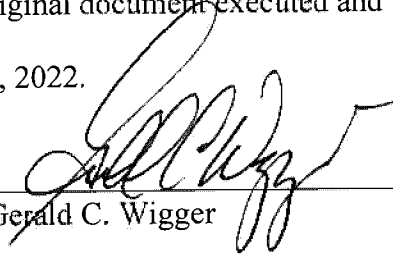






## Tennessee Certification of Electronic Document

I, **Gerald C. Wigger**, 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 the 26<sup>th</sup> day of July, 2022.

  
Gerald C. Wigger

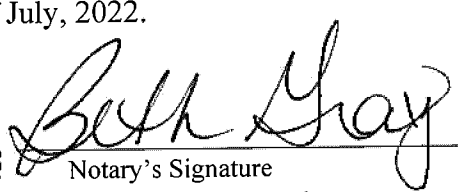
  
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 26<sup>th</sup> day of July, 2022.



  
Notary's Signature

COMMISSION EXPIRES:

  
9/8/25