

POPLAR GROVE NEIGHBORHOOD ASSOCIATION, INC.

C/O Gasser Property Management
P.O. Box 1238, Nolensville TN 37135
www.poplargoehoa.hoaspace.com

March 27, 2023

Dear Poplar Grove Neighbor,

Nashville has become an "It" city. Hundreds, if not thousands are moving to the area each year. Thousands of others come here for entertainment and sporting events and vacation each year. It is all very exciting. The impact this activity has on the real estate market is a mixed bag. On one hand it helps to make property more valuable as housing demands increase. It has also brought about a couple of trends that could potentially threaten property values and the integrity of our community if left unrestricted and unchecked.

Trend # 1, Investor owned homes for rent. Many of the homes in our neighborhood are being purchased by Companies in order to rent them out.

Trend # 2, Short term leasing of homes such as Airbnb and VRBO.

These two trends have prompted many homeowners to voice their concern about limiting the number of rentals in our community. Your Board of Directors has reviewed the Neighborhood Association's Covenant, Conditions and Restrictions (CCR) document which provides guidelines and standards that protect the integrity of our property. The Board is proposing an Amendment to the CCR that will limit the sale of property for the purpose of short-term rental. Provisions are also made for hardship rentals by existing homeowners.

Amending our CCR document to reflect approval of this proposed action requires the affirmative vote of 67% of our current homeowners. Enclosed for your review is the document that will be filed with the Rutherford County Register's Office once it is approved by homeowners. This document has been studied, discussed, and reviewed by your Board, Gasser Property Management, and the Association's legal counsel. Enclosed with the proposed amendment is a paper ballot for you to vote YES or NO on this action. For a vote to be valid, it must be a paper ballot signed by the homeowner of record.

It is vital that we receive participation from every homeowner. You are being provided a stamped self-addressed envelope for mailing your ballot to Gasser Property Management. We ask that you do this as soon as possible. If you have questions or need additional information, please feel free to contact Gasser Property Management. Our goal first and foremost is to protect the value and integrity of Poplar Grove for its homeowners. Any ballots not received in a timely manner will require us to knock on your door to personally secure it.

Thank you for your consideration.

Sincerely,

Poplar Grove HOA Board of Directors and your Neighbors

THIS INSTRUMENT PREPARED BY:
Ortale Kelley Law Firm (GCW)
330 Commerce Street, Suite 110
P. O. Box 198985
Nashville, Tennessee 37201

**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR POPLAR GROVE TOWNHOMES, A HORIZONTAL PROPERTY REGIME
WITH PRIVATE ELEMENTS**

THIS FIRST AMENDMENT ("First Amendment") TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POPLAR GROVE TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS is made this the ____ day of _____, 2023, by the Members of the POPLAR GROVE TOWNHOUSE CORPORATION, INC., a Tennessee nonprofit corporation (the "Association"), for itself, its successors, successors-in-title, grantees, and assigns.

WITNESSETH:

WHEREAS, certain covenants, conditions, and restrictions have been established for property located in Rutherford County, Tennessee, pursuant to the Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") for Poplar Grove Townhomes, a Horizontal Property Regime with Private Elements (the "Subdivision") of record in Record Book 68, Page 673, in the Register's Office for Rutherford County, Tennessee (the "Register's Office"); as supplemented by the First Supplement to said Original Declaration of record in Record Book 73, Page 861, in said Register's Office (the "First Supplement"); as further supplemented by the Second Supplement to said Original Declaration of record in Record Book 396, Page 259, in said Register's Office (the "Second Supplement"; the Original Declaration together with the First Supplement and the Second Supplement may be collectively referred to herein as the "Declaration"); and

WHEREAS, pursuant to Section 21(b) of said Declaration, the Declaration may be amended by an instrument in writing, setting forth such amendment, signed by Unit Owners representing not less than two-thirds (2/3) of the total Units, and the notification by certified mail to all lien holders of record; and

WHEREAS, by written ballot delivered to every member of the Association entitled to vote, not less than two-thirds (2/3) of the total Units voted in favor of this First Amendment, as evidenced by their signatures attached hereto; and,

WHEREAS, by their signatures below, the undersigned, President and Secretary of the Association, certify that the signatures of not less than two-thirds (2/3) of the total Units, have voted in favor of this First Amendment and that all lien holders of record have been notified of such amendment.

NOW THEREFORE, for and in consideration of these premises and other and valuable consideration, the Declaration is hereby amended as follows:

1. Section 19 of the Declaration is amended by adding the following new subsection (aa) thereto as follows:

(aa) Leasing. In order to preserve the character of the community as predominately owner-occupied, and to comply with the eligibility for financing in the secondary mortgage market, leasing of Units shall be governed by the restrictions imposed by this paragraph. Except as provided herein, the leasing of Units shall be prohibited.

- (i) Definition. "Leasing," for the purposes of this Declaration, is defined as the occupancy of a Unit by any person other than the Unit Owner. For purposes hereof, occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary residence shall not constitute "Leasing" hereunder.
- (ii) Leasing of Units. Effective upon the recordation of this Amendment with the Register's Office of Rutherford County, Tennessee, the leasing of Units shall be strictly prohibited, unless the Unit Owner has resided in the Unit for a period of two (2) years prior to the proposed effective date of said lease. The Board of Directors may grant a waiver of this restriction, at the sole discretion of the Board of Directors, if enforcement of the restriction would result in an extreme personal or financial hardship. Prior to the effective date of a proposed lease, the Unit Owner shall provide notice to the Board of Directors containing all of the lessee's information, a copy of the lease, and contact information for both the lessee and the Unit Owner as lessor. The Association may require a reasonable fee to be paid by the Unit Owner to offset costs associated with the leasing approval process.
- (iii) Short Term Rentals. No Unit shall be leased or subleased to any transient lessee or occupants, or to lessee or occupants for terms of less than one (1) year. Short-term transient rentals and rentals listed on short-term rental websites including, but not limited to, Airbnb®, VRBO®, Homeaway®, Tripping®, HomeExchange®, Home for Exchange®, or LoveHomeSwap® are strictly prohibited.
- (iv) Grandfather Provision. Notwithstanding the above, any Unit Owner as of the date of this amendment, may continue Leasing activities for a period of one (1) year or greater, until such Unit is conveyed to a third party. Any Unit Owner engaged in Leasing or subleasing activity, must, upon the sale or conveyance of said Unit, notify any potential buyer or person taking title that no Unit within the Association may be leased other than within the restrictions of this Section. For the purposes of this provision, "Third-Party" shall be defined as any person who is not a Unit Owner.
- (v) Enforcement. Unit Owners in violation of this Section are subject to monetary fines and assessments, as may be issued by the Board. Unpaid fines shall constitute a lien against the Unit.

2. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Declaration, as supplemented and amended from time to time.

3. All other items not heretofore amended or supplemented shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of the day and year first above written.

POPLAR GROVE TOWNHOUSE CORPORATION, a
Tennessee nonprofit corporation

By: _____

Name: _____

Its: President

STATE OF TENNESSEE)
COUNTY OF _____)

Before me, the undersigned, a Notary Public in and for State and County aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Poplar Grove Townhouse Corporation, a Tennessee nonprofit corporation, the within named bargainor, and that he/she, as such president of the corporation, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS my hand and official seal at _____, Rutherford County, Tennessee, this
____ day of _____, 2023.

Notary Public

My Commission Expires: _____

**AFFIDAVIT OF AFFIRMATIVE VOTE FOR AMENDMENT
BY
SECRETARY OF POPLAR GROVE TOWNHOUSE CORPORATION**

The undersigned, _____, Secretary of Poplar Grove Townhouse Corporation, certifies and affirms that in accordance with Tenn. Code Ann. Section 48-57-108(c), a quorum was established by mail out ballot of Members representing one-third (1/3) of the votes entitled to be cast of the entire membership as required by Article I, Section 8 of the Bylaws, and that in accordance with Section 21 of the Declaration, and Tenn. Code Ann. Section 48-57-108, notice was sent by certified mail to all lien holders of record, and that no less than two-thirds (2/3) of the Members entitled to cast votes, voted by such mail out ballot (with their signatures attached hereto) that this First Amendment to the Declaration shall be adopted.

POPLAR GROVE TOWNHOUSE
CORPORATION, a Tennessee nonprofit
corporation

By:
Its: Secretary

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the Secretary of Poplar Grove 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 _____, Rutherford County, Tennessee, this
_____ day of _____, 2023.

Notary Public

My Commission Expires:

**BALLOT COVER SHEET
FOR
POPLAR GROVE TOWNHOUSE CORPORATION
JUNE 8, 2023**

Proposed Resolution with Proposed Action: This ballot is being submitted to the Members of Poplar Grove Townhouse Corporation (the "Association") for a vote on whether to approve an amendment to the Declaration of Covenants, Conditions and Restrictions for Poplar Grove Townhomes, a Horizontal Property Regime with Private Elements (the "Declaration").

Amendment Summary: The proposed amendment enacts leasing restrictions. It provides for a leasing prohibition with certain exceptions, and even with exception, a lease term of no less than one (1) year. This is done to defend against issues related to short-term rentals. Excluded from the prohibition on leasing are current owners, who still must comply with the one-year restriction, and those who receive a hardship permit from the Board. This amendment also contemplates enforcement mechanisms for leasing violations.

Procedure for Amendment: In order to amend the Declaration, Section 21 of said Instrument requires at least two-thirds (2/3) of the Owners to assent to the proposed Amendment. In light of the foregoing, the Secretary submits the proposed ballot to the Members of the Association to vote on the proposed action as set forth below:

1. Members are entitled to vote by ballot, mailed or hand delivered to the property manager at 7287 Carothers Rd. Nolensville, TN 37135;
2. Number of votes received needed to carry the approval: two-thirds (2/3) of the votes of the Association membership, or fifty-one (51) votes in the affirmative.
3. The date by which all written ballots must be received is:
June 8, at 4:00 p.m (central).
4. In order to constitute a Quorum for this action, ballots representing one-third (1/3) of the total votes, twenty-five (25), of the Association must be received.

**THE WRITTEN BALLOT BELOW SHALL NOT BE EFFECTIVE UNLESS DELIVERED ON OR
BEFORE THE DATE SET FORTH ABOVE**

[Ballot on the following page]

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