

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF POPLAR RIDGE

## ~~SECTION I:~~ A PLANNED UNIT DEVELOPMENT

This Declaration, made on the date hereinafter set forth by Poplar Ridge Homeowners' Association ~~Welden Construction C., INC.~~, hereinafter referred to as "Declarant."

Witnesseth:

Whereas, Poplar Ridge Homeowners' Association "~~Declarant~~" is the owner of certain property in Nashville, County of Davidson, State of Tennessee, which is more particularly described as:

LAND in Davidson County, Tennessee, being all of the Lots in Poplar Ridge, Section I, a Planned Unit Development, as of record in Book 7900, page 151, Register's Office for Davidson County, Tennessee.

Now therefore, Poplar Ridge Homeowners' Association "~~Declarant~~" hereby declares that all of the properties described above shall beheld, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part there, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## Article I: Definitions

### Section 1

"Association" shall mean and refer to Poplar Ridge Homeowners' Association, its successors and assigns.

### Section 2

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

### Section 3

"Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### Section 4

"Common Area" shall mean all real property, (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of conveyance of the first lot is described as follows:

None

Each owner shall have an easement in common with the owners of all other family units to use all of the common elements located in and serving their own ~~his~~ or other units.

### Section 5

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

### Section 6

"Declarant" shall mean and refer to Poplar Ridge Homeowners' Association ~~Welden Construction Co., Inc.~~

### Section 7

"Structure" shall refer broadly to the home, porch, mailbox, or any other object placed upon the lot.

### Section 8

"Leasing" shall refer to any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a Residence by any person or persons other than the Owner, or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

### Section 9

"Transient" shall mean any right to use, occupy or possess, or the use, occupancy or possession of a house for a period of thirty (30) calendar days or less.

## Section 10

"Short-term leasing" or "STR" shall mean a Unit that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.

## Article II: Property Rights

### Section 1: Owners' Easements of Enjoyment

Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- B. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against the owner's his-Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

### Section 2: Delegation of Use

Any owner may delegate, in accordance with the By-Laws, their his-right of enjoyment to the Common Area and facilities to the members of their his-family and, his-tenants, or contract purchasers who reside on the property.

## Article III: Membership and Voting Rights

### Section 1

Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from membership of any Lot which is subject to assessment.

### Section 2

The Association shall have one two-classes of voting membership:

## Class A

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

## ~~Class B~~

~~The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot 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;~~

~~(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or~~

~~(b) On April 15, 1991.~~

## Article IV: Covenant for Maintenance Assessments

### Section 1: Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) Annual assessments or charges, and
- (2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to ~~their~~his successors in title unless expressly assumed by them.

### Section 2: Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and maintenance and improvement of the Common Areas, liability insurance, and management of the Association.

### Section 3: Maximum Annual Assessment

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred and 00/100 Dollars (\$100.00) per Lot,

- A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership.
- B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 15% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- C. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

### Section 4: Special Assessments ~~for Capital Improvements~~

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of ~~defraying~~defaying, in whole or in part, the cost of Association bills or any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and Association personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

### Section 5: Notice and Quorum for Any Action Authorized Under Section 3 and 4

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes in each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

### Section 6: Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots and will be collected on a yearly basis in advance on or before March 1st or as designated by the Board.

## Section 7: Date of Commencement of Annual Assessments:

Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified (owner's own) Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

## Section 8: Effect of Nonpayment of Assessments: Remedies of the Association

Any assessment not paid within thirty (30) days after the due date shall ~~be assessed bear a late fee interest~~ at the rate of 10 percent of the base annual assessment per month until paid in full, per monthannum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non- use of the Common Area or abandonment of ~~their~~his Lot. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No Owner shall be exempt from, and there shall be no diminution or abatement of assessments or set-off for such covenant for the payment of their equal share of the common expenses by waiver or non-use of enjoyment of the Common Elements, or by abandonment of their Lot, or for a failure or perceived failure of the Association or Board to undertake any action or function required by it to perform, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association.

## Section 9: Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such

foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

## Article V: Architectural ~~Control~~ Changes

No visible changes may be made to the exterior of the home without approval of the Board of Directors. Each homeowner must submit a change request form to the Architectural Committee or designee (such as a property management company). In the event the said Board fails to approve or disapprove the request form within thirty (30) days after said form has been acknowledged as received, approval will not be required and this Article will be deemed to have been fully complied with. If additional information is requested by the Board, the thirty (30) day period is extended until resolved.

No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or submitted for review to by an architectural committee composed of three (3) or more representatives appointed by the Board with final approval coming from the Board. In the event said Board, ~~or its designated committee~~, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

These restrictions apply broadly to all changes to the exterior of the home, including, but not limited to, roofs, windows, shutters, driveways, gutters, major landscaping, brickwork, porches, mailbox and posts, and changes to the original paint color and building materials.

## Article VI: Additional Restrictions

1. No lots shall be used except for residential purposes, ~~with the exception of sales models, construction trailer and equipment of the Builder or Developer during development and sale of subdivision.~~
2. All houses shall have at least nine hundred (900) square feet of living area.
3. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereto which may be or become an annoyance or nuisance to the neighborhood.
4. No animals shall be raised, bred or kept on any lot except as allowed by Metro Nashville Codes., ~~except that d~~ Dogs, cats or other household pets ~~must~~ may be kept inside the homeowner property boundaries. At no time shall pets be allowed to roam freely into someone else's yard or be allowed to disturb neighbors by barking or making other loud noises.

5. It is the responsibility of the Builder to grade, weed and straw all yards including the planting of live shrubbery per VA specifications. It is the responsibility of the homeowner to maintain the seeding, mowing and watering of all lawns and shrubbery, the cutting and pruning of all trees and shrubbery and keep his or her lot and the structure thereon in good order and repair, including but not limited to the above lawn maintenance, being free of rubbish, and painting of the structure all in a manner and with such frequency as is consistent with good property management. If this is not done, the Homeowners' Association has the right to perform these services and place a lien on the property to insure payment.

It is the responsibility of the homeowner to maintain their lawns. This includes seeding, mowing, and plant maintenance. Shrubby, trees, and plants must be pruned and generally maintained on the homeowner lot and must not encroach on other properties within the Association. If this is not done, the Homeowners' Association has the right to perform the necessary service, assess fees to recover costs related to said service, and place a lien on the property to ensure payment. The Association discourages the planting of exotic invasive plants in Homeowner yards. Examples of such species include, but are not limited to, Kudzu, Chinese or Japanese Wisteria, Mimosa, all Bamboo varieties, Honeysuckle; non-native Jasmine species. The Tennessee Plant Council maintains a list of plants considered invasive to this area.

All structures on the Homeowner lot must be in good order and repair in a manner and frequency consistent with good property management. If this is not done, the Homeowners' Association has the right to perform the necessary service, access fees to recover costs related to said service, and place a lien on the property to ensure payment. In the performance of said service, the Homeowners' Association, Board of Directors, Committee Members, vendors, agents, and contractors shall not be liable for trespass. Examples include, but are not limited to:

(a) Home roof, windows, siding, gutters, driveways, steps, mailboxes, and wooden structures or trim will be in good repair and free of discoloration. Replacement or repairs should confirm to the original materials unless a change is approved in advance via Architectural Changes in Section V.

(b) The lot must be free of rubbish and debris. Trash must be stored in trash bins.

(c) Windows coverings/dressings visible from the front of the home must be in good repair and consist of drapes, curtains, or blinds, all of which must appear neutral in color from the outside. Other items, such as flags, banners, paper coverings, and other non-standard window coverings that can be seen from the outside must also get approval to ensure they are in good taste and inoffensive.

(d) Cooling units are not to be installed where visible from the front of the house. The only air conditioners allowed in a window are the slim-line types that show only a white strip at the bottom of the window, with the mechanical portion of the air conditioner located inside the residence. Window air conditioners are not allowed to extend outside the window. Window fans are not allowed.



(e) No inoperable or unused equipment will be visible in front of the house.

(f) Installation of satellite equipment must be attached to the back or side of the house, unless reception is unavailable in these positions. All unused satellite equipment must be removed from home.

(g) Holiday/seasonal decorations on the outside of the home or yard may only be on display for up to 30 days before and no longer than 30 days after the holiday.

~~5-6.~~ \_\_\_\_\_ The parking or storage of buses, ~~tractor-trailer~~~~tractor-trailers~~, boats, recreational vehicles or motor homes, house trailers, junk or wrecked or any non-operative vehicle is not permitted. ~~Furthermore, no vehicle shall be disassembled and worked on in any area of the recorded subdivision.~~ Vehicle repairs will be allowed on the owner's driveway provided that the work is completed and all materials are cleaned up by the end of the day.

~~6-7.~~ \_\_\_\_\_ All vehicles are to be parked in driveway areas and no permanent street parking is permitted. Overnight street parking is discouraged.

~~7-8.~~ \_\_\_\_\_ ~~Only spindle type clothes lines are permitted and they are to be erected in rear yard only.~~ Clotheslines are restricted to the rear yard only.

## Article VII: General Provisions

### Section 1: Enforcement

The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### Section 2: Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

### Section 3: Amendment

The covenants and restrictions of this Declaration shall run with and bind the land. for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended

~~during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter~~ by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

## Section 4: Annexation

Additional land within the area described in Book 6680, Page 545, of the land records of Davidson County may be annexed by the Declarant without the consent of members provided that the FHA and/or the Veterans Administration determines that the annexation is in accord with the general plan heretofore approved by them.

## ~~Section 5: FHA/VA Approval~~

~~As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, conditions and Restrictions.~~

## Section 6: Common Open Space

Any Common Open Space established by an adopted final master development plan for a Planned Unit Development shall be subject to the following:

- A. The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any Common Open Space, and such an organization shall not be dissolved nor shall it dispose of any Common Open Space, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Open Space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.
- B. In the event that the organization established to own and maintain Common Open Space, or any successor organization, shall at any time after the establishment of the Planned Unit Development fail to maintain the Common Open Space in reasonable order and condition in accordance with the adopted master development plan, the zoning administrator may serve written notice upon such organization and/or the owners or residents of the Planned Unit Development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the zoning administrator shall call upon any public or private agency to maintain the Common Open Space for a period of one (1) year. When the zoning administrator determines that the organization is not prepared for the maintenance for the Common Open Space such agency shall continue maintenance for early periods.

## Article VIII: Leasing and Leasing Requirements

### Section 1: Leasing Restrictions and Exceptions

- (a) Occupancy Requirement. All new Owners of a Residence who become an Owner subsequent to the date of this Amendment, shall own and occupy such Residence as the Owner's primary place of residence for the immediate twelve (12) consecutive months after the date of purchase or other acquisition of title.
- (b) Leasing Cap. With the exception of Leasing which may be approved by the Board on one or more occasions due to hardship as permitted herein, and Excluded Parties defined in Paragraph 4 below, under no circumstances shall the Board approve any lease which will cause the total number of leased Residences to exceed twenty (20) of the combined total Residences at Poplar Ridge. Failure of the Board to strictly comply with this or any other provision within this Amendment, shall not act as a waiver of its right to do so at any time in the future.
- (c) Hardship Exceptions. In addition to the twenty (20) Residence restriction in sub-part (b) above, and subject to all of the restrictions recited herein, the Board in its discretion, shall be empowered to allow reasonable leasing of Residences to avoid undue hardship to an Owner.

## Section 2: Lease Requirements

Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted on one or more occasions, and the following requirements:

- 
- (a) All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the Property Manager prior to occupancy.
- (b) Lease terms shall be for no less than twelve (12) months.
- (c) There shall be no subleasing or assignment of leases.
- (d) No transient tenants shall be accommodated in any Residence.
- (e) No Residence 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.
- (f) No Residence shall be leased except in its entirety unless such Home is also occupied by the Owner as a primary residence.
- (g) 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 Poplar Ridge Homeowners Association, Inc., all existing amendments thereto and future amendments as they may be adopted on one or more occasions.

(h) The Association shall be considered a third-party beneficiary of any such lease and shall have the power to enforce all lease terms and conditions in the event the Residence Owner fails or refuses to do so.

(i) The Board in its discretion, shall be permitted to adopt a reasonable leasing fee to be charged to Owners wishing to lease their Residence. If such leasing fee is so adopted, it shall be paid by the Owner on or before the date of occupancy of all tenants and occupants.

### Section 3: Excluded Parties

(a) Mortgage/Deed of Trust: With the exception of Paragraph (2) Lease Requirements section above, and Paragraphs (4), (5) and (6) below, the prohibition upon leasing imposed by this Amendment shall not apply to any leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a Residence who becomes the Owner of the Residence through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.

(b) Existing Owners: Subject to Paragraph (2) Lease Requirements above, and Paragraphs (4), (5) and (6) below, existing Owners as of the date of this Amendment may lease their Residence and are effectively "grandfathered" until such times as the Residence is sold or is not under lease for a period exceeding ninety (90) consecutive days. 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 of Covenants, Conditions and Restrictions, By-Laws, amendments thereto and Association rules and regulations and other policies for Poplar Ridge Homeowners Association, Inc.

All existing Owners who currently lease their Residence and those Owners who currently do not lease their Residence, 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, to the Association management company within thirty (30) calendar days prior to tenant's occupancy.

Prior to any homeowner converting a Residence from owner-occupied Residence into a leased Residence, the Owner of such Residence shall submit a written request to the Association Manager and receive written approval from the Board to lease such Residence. If the Board does not provide the Owner with written approval, written denial or written request for additional information within thirty (30) calendar days of the Owner's written request, the request will be presumed to be approved and the Owner may lease their residence. The Board shall not unreasonably withhold any such written approval.

(c) Family Members: Residences which are occupied by the children or grandchildren of an Owner; Residences which are occupied by the parent or parents of an Owner; and Residences occupied by aunts, uncles, sisters, brothers, nieces or nephews of the Owner, shall not be considered as Residences which are leased. Such Residences shall however, be subject to the lease restrictions recited in Paragraph (2) above and Paragraphs (4) (5) and (6) below.

(d) Association: With the exception of Paragraph (2) Lease Requirements above and Paragraphs (4), (5) and (6) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by Poplar Ridge Homeowners Association who becomes the Owner of a Residence through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association's favor.

#### Section 4: Tenants and Occupants Liable

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association.

#### Section 5: Rental Fine Policy

The Board shall adopt reasonable rules and regulations for the enforcement of any leasing restriction created herein. Such rules and regulations shall include procedures for issuing notices and reasonable fines against Owners in violation. All costs, including reasonable attorney's fees incurred in the enforcement of this part, shall be the responsibility of the Owner. Any and all fines created by such rules and regulations shall be a continuing lien against the Residence and shall further be the personal obligation of the Owner.

Fines created by Rules and Regulations composed for the enforcement of this part, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Residence against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Owner of such Residence at the time the fine(s) were levied.

#### Section 6: Tenant/Occupant Violations

(a). Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of any and all violations of the Declaration, By-Laws, Association Rules and Regulations and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) business days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) days of the original violation, shall be considered a continuation of the previous violation. The Rules and Regulations adopted by the Board for the enforcement of this part shall be implemented against any Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.

(b). Lease Termination. After the Board-adopted rules and regulations for the enforcement of this part has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Owner, should such violations continue, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner's Residence, and evict such tenant or occupant. All costs for such action, including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's Residence, and be the personal obligation of such Owner.

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

All costs incurred by this part, together with reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the Residence against which such costs and reasonable attorney's fees were incurred; and such costs,

together with reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such Residence at the time the fine(s) were levied.