

THIS INSTRUMENT PREPARED BY:  
**SCOTT D. WEISS, ESQ., CCAL**  
Ortale Kelley Law Firm  
CMT Building  
330 Commerce Street, Suite 110  
Nashville, Tennessee 37201  
(Prepared from information provided  
by and at the direction of the Saratoga  
Park Homeowner's Association, Inc.)

Heather Dawbarn, Register  
Rutherford County Tennessee  
Rec #: 1152629 Instrument #: 2411439  
Rec'd: 285.00 Recorded  
State: 0.00 12/15/2021 at 8:04 AM  
Clerk: 0.00 in Record Book  
Other: 2.00  
Total: 287.00 2182  
Pages 2549-2605

**AMENDMENT TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR**  
**SARATOGA PARK**

**THIS AMENDMENT** to the Declaration of Covenants, Conditions and Restrictions for Saratoga Park ("Amendment") is made and entered into by the Owners in Saratoga Park Homeowner's Association, Inc. ("Saratoga Park" or "Association") in accordance with the amended Article VII, Section 4 of the Declaration of Covenants, Conditions and Restrictions for Saratoga Park ("Declaration") beginning at Page 812 of the full document of record in Book 388, Page 798, et seq., Register's Office for Rutherford County, Tennessee; the Declaration having been amended by Amendment to Declaration of Covenants, Conditions and Restrictions Applying to the Subdivision Named Saratoga Park ("First Amendment"), of record in Book 508, Page 404, et seq., said Register's Office.

**WITNESSETH:**

**WHEREAS**, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration; and,

**WHEREAS**, to the extent that any change or new Article and/or Section created by this Amendment, conflicts with any existing Article and/or Section of the Declaration, the Article and/or Section created by this Amendment shall control; and,

**WHEREAS**, pursuant to the amended Article VII, Section 4 of the Declaration, the Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the Owners; and,

**WHEREAS**, as evidenced by their signatures below, the President and Secretary of Saratoga Park certify that attached to this Amendment are signatures of not less than seventy-five percent (75%) of the Owners, and therefore, this Amendment shall be adopted.

**NOW, THEREFORE**, by these presents, Article VII of the Declaration is hereby amended by adding the following new Section 7 after the existing Section 6 thereto as follows:

**SECTION 7. LEASING.**

**(1) Definitions.**

- i. **"Biological Unit Owner Heir" or "Biological Heir"** Means the biological or legally adopted children or grandchildren of a Unit Owner; the parent(s), of a Unit owner; the sisters, brothers, aunts, uncles, nieces or nephews of a Unit Owner; the step-parent and step-sister or step-brother of a Unit Owner.
- ii. **"Home or Homes"**. Shall mean an independently owned structure on a separate Lot that has been constructed for use as a single-family residential dwelling.
- iii. **"Leasing"**. For purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a Home 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.
- iv. **"Residence" or "Residential Use"**. Means the place where an Owner's habitation is fixed and is where, during periods of absence, the Owner definitely intends to return. To determine whether a Home is being used as a Residence, the Board may consider the following criteria:
  - Location of the person's occupation;
  - Place of licensing or registration of the person's personal property;
  - Place of payment of taxes which are governed by residence;
  - Purpose for a person's presence in a particular place; or,
  - Place of the person's licensing for activities such as driving.
- v. **"Short-term rental Unit" or "STR"** means a Unit that is rented wholly or partially for a fee for a period of less than thirty (30) continuous days.
- vi. **"Single-Family"**. An individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three unrelated persons living together in a Home.
- vii. **"Transient"**. Means 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.

**(2) Lease Restriction and Exceptions**

- (a) All new Owners of a Home who become an Owner subsequent to the date of this Amendment, shall own and occupy such Home 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, as a prerequisite to being eligible to lease such Home. The occupancy requirement herein may be satisfied only by the Owner whose name appears on the deed or other instrument which vests fee simple title in such Owner's name. No agent, assignee or other person or entity affiliated with the Owner may occupy the Home as a means of satisfying the twelve (12) month occupancy requirement herein.
- (b) Leasing Cap. With the exception of Leasing which may be approved by the Board from time to time due to hardship as defined in part (c) below, 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 Homes to exceed ten (10) of the combined total of Homes at Saratoga Park. 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 ten (10) Home restriction in sub-part (b) above, and subject to all of the restrictions recited within this Article VII, Section 7, the Board in its discretion, shall be empowered to allow reasonable leasing of Homes to avoid undue hardship for reasons to include for example, but not limited to:
  - (i) Owners who must relocate their place of residence and cannot, within ninety (90) calendar days from the date that the Home was placed on the real estate market, sell the Home for at least the current appraised market value, after having made reasonable and diligent efforts to do so.
  - (ii) Deceased Owners whose Homes must be occupied by their heirs or devisees, or whose estate is being administered by their estate and/or surviving heirs at law and must be leased until such Home is sold or permanently occupied by heirs devisees and/or heirs at law.
  - (iii) Owners who take a leave of absence or are temporarily relocated a distance of fifty (50) miles or greater from the Home but who intend to return to reside in the Home.
  - (iv) Owners who are members of the United States armed forces and are deployed for more than sixty (60) calendar days from their Home and who produce a copy of such orders to the Board as evidence of such deployment.
  - (v) In all such hardship situations the Owner shall reapply at the end of the natural lease term for renewal of the hardship exception created herein.

Those Owners who are required to demonstrate, and who have so demonstrated, that the inability to lease their Home would result in undue hardship and who have obtained the requisite written approval from the Board, may lease their Home for such duration as the Board reasonably determines is necessary to prevent undue hardship. Under no circumstances however, shall the Board grant any such hardship exception for more than one (1) year at a time,

and the Owner shall reapply for the renewal of a hardship exception no less than sixty (60) calendar days prior to the natural expiration of the lease. If the Owner makes such application for renewal of hardship exception to the Board and does not receive a written approval of renewal hardship exception from the Board prior to the natural expiration of the lease, the hardship exception shall be presumed to be approved. The Board shall not unreasonably withhold approval.

### (3) **Lease Requirements**

Such Leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board as may be adopted from time to time, and the following requirements:

- (a) All leases shall be in writing and a copy of the fully executed lease or lease summary with term of lease and 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, shall be filed with the Association Secretary or community manager prior to occupancy. The names and contact information provided to the Association Secretary or community manager shall only be used in the event of an emergency or to provide other notices as may reasonably need to be provided.
- (b) naming all tenants and occupants shall be filed with the Board or community manager prior to occupancy.
- (c) Lease terms shall be for no less than one (1) year.
- (d) There shall be no assignment of any lease unless such assignment is in writing and made only to those excluded transfers of ownership identified Paragraph (4)(b)(ii) below and a copy of such written assignment is provided to the Board or community manager.
- (e) There shall be no subleasing of leases except with the prior written approval of the Owner and a copy of such written sublease provided to the Board or community manager.
- (f) No transient tenants shall be accommodated in any Home.
- (g) No Home 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.
- (h) No Home shall be leased except in its entirety.
- (i) Tenants and occupants named in all leases shall be subject to the Declaration, By-Laws and rules and regulations for Saratoga Park, all existing amendments thereto and future amendments as they may be adopted from time to time.
- (j) The Association shall be considered a third-party beneficiary of all leases and sub-leases **for the limited purpose of** enforcing all lease terms and conditions in the event the Owner fails or refuses to do so.
- (k) The Board in its discretion, shall be permitted but not required to adopt a reasonable leasing fee to be charged to Owners wishing to lease their Home for the purpose offsetting any damage to Common Area which is attributed to a Tenant or occupant of a Home. 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.

(4) **Excluded Parties**

- (a) **Mortgage/Deed of Trust**: With the exception of Paragraph (3) Lease Requirements section above, and Paragraphs (5), (6) and (7) 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 Home who becomes the Owner of the Home 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 (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below, existing Owners as of the date of this Amendment may lease their Home and are effectively “grandfathered”.
- i. Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her Home 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 the following transfers of ownership: 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 homeowner 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 Paragraph (3) Lease Requirements above, and Paragraphs (5), (6) and (7) below.
  - iii. All existing Owners who currently lease their Homes 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 Home, 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.
- (c) **Family Members and Biological Heirs**: Homes which are occupied by the Biological Heirs of the Owner shall not be considered as Homes which are leased. Such Homes shall however, be subject to the lease restrictions recited in Paragraph (3) above and Paragraphs (5) (6) and (7) below.
- (d) **Association**: With the exception of Paragraph (3) Lease Requirements above and Paragraphs (5), (6) and (7) below, the provisions of this Amendment shall not apply to any leasing transaction entered into by Saratoga Park who becomes the Owner of a Home 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.

**(5) 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.

**(6) Rental Fine Policy**

Violations of this Section 7 shall be subject to the same remedies within the Declaration which currently exist for other violations, including the failure and/or refusal to pay assessments in Article VI, Section 7 of the Declaration. In addition to such remedies, 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 such costs and reasonable attorney's fees, together with fines created by such rules and regulations, shall be a continuing lien against the Home and shall further be the personal obligation of the Owner.

Fines created by Rules and Regulations composed for the enforcement of this Section 7, 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 Home 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 Home at the time the fine(s) were levied.

**(7) 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 Section 7 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 Home 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 Home, 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 Saratoga Park; or creates a hazardous or unsanitary condition in their Home or within Saratoga Park 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 Saratoga Park 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 from time to time, 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 House 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 Home 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 Home at the time the fine(s) were levied.

**NOW, THEREFORE,** by these presents, Article VI, Section 8 of the Declaration is hereby deleted in its entirety and replaced with the following:

**SECTION 8. SUBORDINATION OF LIEN AND LIEN PRIORITY OVER FORECLOSURE PROCEEDS.** 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 of the Declaration, 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.

Only the changes and amendments made by this Amendment to the Declaration of Covenants, Conditions and Restrictions for Saratoga Park shall be changed. All other terms, conditions, restrictions and provisions of the Declaration and previous amendments thereto, shall survive and continue to remain in full force and effect.



16<sup>th</sup> IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the  
16<sup>th</sup> of November, 2021.

**SARATOGA PARK  
 HOMEOWNER'S ASSOCIATION, INC.**

Michael A. Donovan  
 By:

Its: President

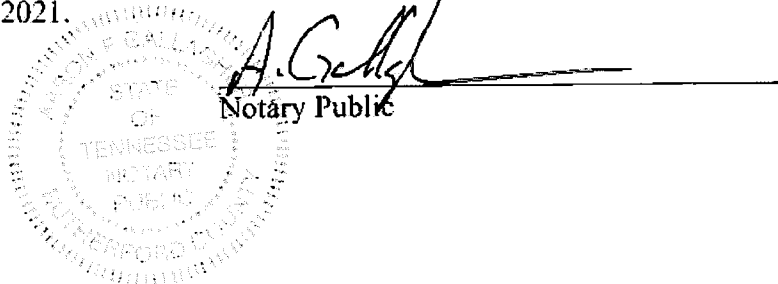
STATE OF TENNESSEE)  
 COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally  
 appeared Michael Donovan with whom I am personally acquainted (or proved to me on  
 the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be the  
 President of Saratoga Park Homeowner's Association, Inc., and that she 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 as such President.

Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, this  
16<sup>th</sup> day of November, 2021.

My Commission Expires:

3-17-2024







**AFFIDAVIT OF SIGNATURES FOR AMENDMENT  
BY  
SECRETARY OF SARATOGA PARK HOMEOWNER'S ASSOCIATION, INC.**

The undersigned, Susan M Bidwell, Secretary of Saratoga Park Homeowner's Association, Inc., certifies and affirms that in accordance with Article VII, Section 4 of the Declaration of Covenants, Conditions and Restrictions for Saratoga Park, the signatures of not less than seventy-five percent (75%) of the Owners are attached to this Amendment and as such, this Amendment shall be adopted.

SARATOGA PARK HOMEOWNER'S  
ASSOCIATION, INC.

Susan M Bidwell

By:  
Its: Secretary

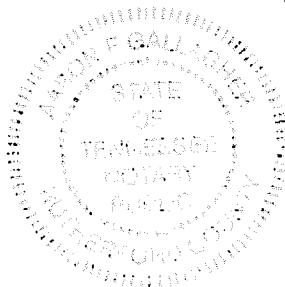
STATE OF TENNESSEE)  
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Susan Bidwell 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 Saratoga Park Homeowner's Association, Inc., 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 Murfreesboro, Rutherford County, Tennessee, this 16<sup>th</sup> day of November, 2021.

A. Gallagher  
Notary Public

My Commission Expires:  
3-17-2024





**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 5th of NOV, 2021.

Angie Smith  
Owner (Signed)

Angie Smith  
Owner (Printed)

6619 Saratoga Drive  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 4 of NOVEMBER, 2021.

Mark Day

Owner (Signed)

MARK DAY

Owner (Printed)

615 SARATOGA DR

Property Address

Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 25<sup>th</sup> of October, 2021.

[Signature]  
Owner (Signed)

Jessica Prozell Logan Rezell  
Owner (Printed)

1406 Monticello Close, Murfreesboro TN 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)




**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 25 of October, 2021.

Joseph P Steiner Jan Steiner  
Owner (Signed)

Joseph P Steiner Jan S Steiner  
Owner (Printed)

1423 Ascot Close Murfreesboro, TN 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

 **IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 29 of Oct, 2021.

Ricky S. Cantrell

Owner (Signed)

Ricky S. Cantrell

Owner (Printed)

1431 Margaret Close

Property Address

Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 24 of OCTOBER, 2021.

Gloria Beazley  
Owner (Signed)

GLORIA BEAZLEY  
Owner (Printed)

610 Saratoga Dr. 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

Impact IP 140  
ED - Ed.mucha@gmail.com

IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 11 of OCTOBER, 2021.

Elizabeth Richards

**Owner (Signed)**

ELIZABETH RICHARDS

**Owner (Printed)**

607 SARATOGA DR. MURFREESBORO, TN 37130

**Property Address**

**Mailing Address (if different)**





**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 11 of OCTOBER, 2021.

Ronald Percha  
Owner (Signed)

RONALD PERCHA  
Owner (Printed)

719 SARATOGA DR  
Property Address

MURFREESBORO, TN 37130-5612  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 18th of October, 2021.

C. Frank Jennings  
Owner (Signed)

C. Frank Jennings  
Owner (Printed)

706 Saratoga Dr., Murfreesboro, TN Lot 48 Saratoga  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 22<sup>nd</sup> of October, 2021.

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

Denise Spear

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

810 Saratoga Dr

\_\_\_\_\_  
**Property Address**

N/A

\_\_\_\_\_  
**Mailing Address (if different)**



IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 25 of October, 2021.

B Kendall David Kendall  
Owner (Signed)

BARBARA KENDALL DAVID KENDALL  
Owner (Printed)

1420 Clarence Ct. M'Bois, TN 37130  
Property Address

SAME  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the \_\_\_\_\_ of \_\_\_\_\_, 2021.

*Amanda Hill*

**Owner (Signed)**

Amanda Hill

**Owner (Printed)**

718 Saratoga Dr Murfreesboro, TN 37130

**Property Address**

\_\_\_\_\_  
**Mailing Address (if different)**



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 23 of October, 2021.

Margaret B. Haines

**Owner (Signed)**

Margaret B. Haines

**Owner (Printed)**

1403 Margaret Clasen Morrisboro Tn 37130

**Property Address**

**Mailing Address (if different)**



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 22 of OCTOBER, 2021.

Tyler Neale  
**Owner (Signed)**

TYLER NEALE  
**Owner (Printed)**

703 PRINCE EDWARD CT, MURFREESBORO, TN 37130  
**Property Address**

SAME  
**Mailing Address (if different)**



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 20 of Oct, 2021.

Irene Walker

Owner (Signed)

Irene Walker

Owner (Printed)

1414 Balmoral Way M'boro TN 37130

Property Address

Mailing Address (if different)





**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 21<sup>st</sup> of October, 2021.

Kathy J Waldecker  
Owner (Signed)

Kathy J. Waldecker  
Owner (Printed)

1410 Clarence Ct.  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 21<sup>st</sup> of OCTOBER, 2021.



Owner (Signed)

Michael D. Schwartz

Owner (Printed)

1415 Cypress Ct.

Property Address

Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 18 of October, 2021.

Susan N. Bidwell  
Owner (Signed)

Susan N. Bidwell  
Owner (Printed)

1407 Balmoral Way  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 17<sup>th</sup> of October, 2021.

Dana S. Simpson

**Owner (Signed)**

Dana S. Simpson

**Owner (Printed)**

1422 Ascot Close

**Property Address**

n/a

**Mailing Address (if different)**



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 16 of October, 2021.

[Signature]  
Owner (Signed)

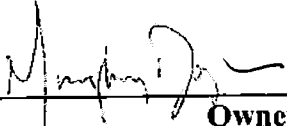
Sheri Lynn George  
Owner (Printed)

702 Brink Edward Ct., McBoro TN 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 15 of October, 2021.



**Owner (Signed)**

Mary Lynn Douglas

**Owner (Printed)**

1421 Clarence Court Murfreesboro TN 37130

**Property Address**

**Mailing Address (if different)**



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 16 of OCTOBER, 2021.

Michael S. Donovan

**Owner (Signed)**

MICHAEL S DONOVAN

**Owner (Printed)**

1427 MARGARET CLOSE Murfreesboro TN 37130

**Property Address**

**Mailing Address (if different)**



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 15<sup>th</sup> of October, 2021.

Tim Emery  
Owner (Signed)

Tim Emery  
Owner (Printed)

1406 Ascot Close Murfreesboro TN 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)





**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 12<sup>th</sup> of October, 2021.

Mary Allen  
Owner (Signed)


Mary Allen  
Owner (Printed)

1411 Arcat Chase  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 10 of October, 2021.



Owner (Signed)

Elaine Sears

Owner (Printed)

1411 Balmoral Way / Murfreesboro TN 37130

Property Address

Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 11 of October, 2021.

Allyson Gose  
Owner (Signed)

Allyson Gose  
Owner (Printed)

1416 Clarence Ct. Murfreesboro TN 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 11th of October, 2021.

[Signature] Judy B. Elgin  
Owner (Signed)

Tony L. ELGIN Judy B. Elgin  
Owner (Printed)

1418 ASCOT CLOSE MURFREESBORO, TN 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the \_\_\_\_\_ of \_\_\_\_\_, 2021.

Michael J. Kelly  
Owner (Signed)

MICHAEL J KELLY  
Owner (Printed)

1410 ASCOT CLOSE  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 14<sup>th</sup> of October, 2021.

Cyndy Stone Allen  
Owner (Signed)

Cyndy Stone Allen  
Owner (Printed)

1411 Clarence Court  
Property Address 37130

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 13<sup>th</sup> of October, 2021.

Claude V. King

Owner (Signed)

Claude V. King

Owner (Printed)

729 Saratoga Drive, Murfreesboro, TN

Property Address

37130

Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 11 of Oct., 2021.

Mona Hanner

**Owner (Signed)**

**Owner (Printed)**

1407 Ascot Chase Murfreesboro, TN. 37130

**Property Address**

**Mailing Address (if different)**



Roger S. Rutledge  
Owner (Signed)

Roger S. Rutledge  
Owner (Printed)

1419 Balmoral Way Milledushore, Tex 37130  
Property Address

10913989 9657FCMP-1L



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 13 of October, 2021.

Karen W. Wood

**Owner (Signed)**

Karen W. Wood

**Owner (Printed)**

1418 Balmoral Way

**Property Address**

**Mailing Address (if different)**



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 12<sup>th</sup> of October, 2021.

Karen Lynn Hartley  
Owner (Signed)

Karen Lynn Hartley  
Owner (Printed)

1410 Balmoral Way, Murfreesboro 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 12 of October, 2021.

Owner (Signed)

DANNY R JONES

Owner (Printed)

1414 MARGARET CLOSE, MURFREESBORO, TN 37305-5608  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 13<sup>th</sup> of October, 2021.

James Ray Barnes Marilyn Barnes  
Owner (Signed)

JAMES RAY BARNES Marilyn Barnes  
Owner (Printed)

722 SARATOGA DRIVE  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 11 of October, 2021.

Del B. Armstrong  
Owner (Signed)

Del B. Armstrong  
Owner (Printed)

1415 BALMORAL WAY  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 12<sup>th</sup> of October, 2021.

Lisa m. Parker

Owner (Signed)

Lisa m. Parker

Owner (Printed)

711 Saratoga Drive

Property Address

Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 12 of October, 2021.

Sylvia W Beckman  
**Owner (Signed)**

Sylvia W Beckman  
**Owner (Printed)**

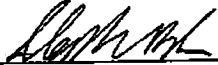
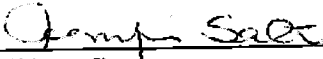
706 Prince Edward Ct. Murfreesboro TN 37130  
**Property Address**

\_\_\_\_\_  
**Mailing Address (if different)**





**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 12<sup>th</sup> of OCTOBER, 2021.

   
Owner (Signed)

STEPHEN B. SALTER JENNIFER SALTER  
Owner (Printed)

707 SARATOGA DR MURFESSBORO 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)



**IN WITNESS WHEREOF**, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 12th OCTOBER, 2021.

Paul V Petrelli

**Owner (Signed)**

PAUL V PETRELLI

**Owner (Printed)**

1423 MARGARET CLOSE

**Property Address**

**Mailing Address (if different)**



IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 9 of October, 2021.

Brittany Johnson  
Owner (Signed)

Brittany Johnson  
Owner (Printed)

707 Prince Edward Ct  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 4 of NOV., 2021.

Steve Wallace  
Owner (Signed)

STEVE WALLACE  
Owner (Printed)

1402 MARGARET CLOSE  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

Sent from Smallbiz Yahoo Mail for iPhone

IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the \_\_\_\_\_ of \_\_\_\_\_, 2021.

James F. Emery  
Owner (Signed)

James F. Emery  
Owner (Printed)

1406 Aspen Court, MacFreestone, TN 37130  
Property Address

\_\_\_\_\_  
Mailing Address (if different)

Sent from Smallbiz Yahoo Mail for iPhone

IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 8 of November, 2021.

G. S. Beal

Owner (Signed)

GARY S. Beal

Owner (Printed)

723 SARATOGA D.

Property Address

MURFREESBORO TN 37130

Mailing Address (if different)

Sent from Smallbiz Yahoo Mail for iPhone



IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration, I the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Saratoga Park Homeowner's Association, Inc., have executed this instrument as of this the 8 of Nov, 2021.

Bruce Walters  
Owner (Signed)

Bruce Walters  
Owner (Printed)

1406 Balmoral Way / M3070  
Property Address 37130

\_\_\_\_\_  
Mailing Address (If different)

Sent from Smalldog Yahoo Mail for iPhone

IN WITNESS WHEREOF, in accordance with Article VII, Section 4 of the Declaration of the undersigned, representing one (1) of the required seventy-five percent (75%) of the votes of the Owners in Shoreline Park Homeowner's Association, Inc., have executed this instrument as of this 19 day of Nov, 2021.

Kyle Densley  
 (Printed Name)

Kyle Densley  
 (Printed Name)

1430 W. 4th St. #108  
 (Property Address)

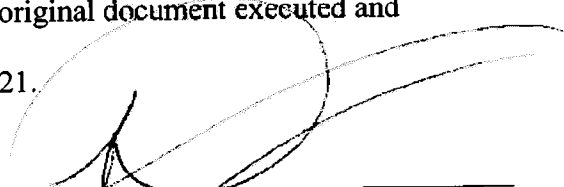
[Signature]  
 (Signature)

Sent from Smallbiz Yahoo Mail for iPhone



**Tennessee Certification of Electronic Document**

I, Scott D. Weiss, 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 December 14, 2021.

  
\_\_\_\_\_  
Affiant Signature

12-14-21  
\_\_\_\_\_  
Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 14th day of December, 2021.

  
\_\_\_\_\_  
Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

