

WRITTEN BALLOT FOR AMENDMENT TO BYLAWS AND RESTRICTIVE COVENANTS FOR THE RESIDENTIAL PORTION OF PLEASANT VIEW VILLAGE

I approve

do not approve

abstain from voting on

the following proposed Amendment to Bylaws and Restrictive Covenants for the Residential Portion of Pleasant View Village:

(mark only one)

(print owner's name)

(owner's signature)

(address)

(date)

Article VI Section 6 of the Declaration is deleted in its entirety and replaced with the following:

Section 6. Leasing Restricted. *Effective upon recordation of this Amendment with the Register's Office for Cheatham County, Tennessee, no Lot Owner shall grant any form of leasehold interest in a Lot unless said Owner (or said Owner's spouse) has had fee simple ownership of the Lot for a period of at least two (2) consecutive years. In addition, no more than ten percent (10%) of the Lots within the Community may be rented or leased at any one time; provided, however, that each Lot within the Community shall be exempt from the two-year ownership requirement and the cap on leased Lots until fee simple title to the Lot is conveyed by its current Owner to some other person or entity besides said Owner's spouse.*

(a) Definition of "Lease." *The terms "lease" and "leasehold interest" shall include without limitation interests created by a lease for any term, a lease renewal term, a tenancy at will, a tenancy at sufferance, a holdover tenancy, a lease/purchase contract, a temporary occupancy agreement, a sublease, an assignment of lease and a lease with an option to purchase, and any other arrangement by which a non-Owner occupies a Lot in exchange for money or other consideration.*

(b) Requirements for Permitted Leases. *Any lease permitted under this Article VI Section 6 shall be in writing. An Owner leasing a Lot shall, within ten (10) days of occupancy or the effective date of the lease, whichever is earlier, (i) submit a copy of the written lease to the Association and (ii) provide to the tenant copies of the Declaration, the Association's Bylaws and any duly-adopted rules and regulations of the Association (collectively, the "Governing Documents").*

Every tenant occupying a Lot, their family members, pets, guests, agents and invitees are subject to the terms and conditions of the Governing Documents; a leasing Owner and their tenant are jointly and severally liable for violations of the Governing Documents committed by any such person or pet.

Except as expressly provided below, leases permitted under this Article VI Section 6 shall have a minimum lease term of one (1) year. Such leases may include options to renew, but renewals must also have a minimum term of one (1) year. Short-term vacation leasing and/or leasing through online short-term rental websites such as AirBNB.com or VRBO is strictly prohibited.

A Lot must be leased only in its entirety; provided, however, a Lot Owner may lease less than the entire Lot to no more than one (1) tenant if (a) the Lot Owner continuously resides in the Lot during the period of tenancy and (b) the lease is for minimum term of three (3) months.

(c) Hardship Exceptions. To avoid undue hardships, even if a Lot Owner has not held title to the Lot for two (2) consecutive years and irrespective of the ten percent (10%) cap on leased Lots, the Association's Board of Directors may, upon written application, grant the Owner permission to lease a Lot if the Owner satisfies one of the following hardship leasing exceptions:

A. An Owner may lease his or her Lot, on one (1) occasion only, for a period of not less than six (6) consecutive months and not more than twelve (12) consecutive months following:

- 1. Death of an Owner (rental to be allowed during probate period or, if no will is probated, for the six-month period after the Owner's death);*
- 2. Confinement of an Owner to a medical or nursing care facility;*
- 3. Owner's loss of their job;*
- 4. Owner's temporary job transfer or relocation due to job circumstances more than fifty (50) miles from the Lot. The hardship leasing application for this exception must include written notice from the Owner's employer stating the reason(s) for the transfer or relocation and the expected length of the relocation; or*
- 5. Owner obtains title through foreclosure.*

B. An Owner may lease his or her Lot for up to three (3) one-year terms (each term subject to the prior written approval of the Board) if Owner is a reservist in the United States Armed Forces who is called to temporary active duty, or is active-duty personnel in the United States Armed Forces and is temporarily deployed more than fifty (50) miles from the Lot.

(d) Enforcement. If an Owner leases a Lot in violation of this Article VI Section 6, in addition to any other remedy to which the Association is entitled, the Association may levy fines against the Owner in amounts determined by the Board, and/or may declare the lease to be

terminated and commence eviction proceedings against the tenant. In such proceedings, the Association shall be entitled to recover from the leasing Lot Owner and the tenant all of Association's expenses incurred in such proceedings, including without limitation the Association's reasonable attorney's fees.

The following information is provided pursuant to Tenn. Code Ann. §48-57-108(d):

1. Under Article II Section 9 of the Association's Bylaws, The presence, in person or by proxy, of twenty-five percent (25%) of the total eligible Association vote shall constitute a quorum at all meetings of the Association.
2. Under Article XII Section 4 of the Declaration, amendments to the Declaration require the affirmative vote or written consent, or any combination thereof, of the Owners of at least two-thirds (2/3) of the Lots other than Lots of Declarant, and the consent of the Declarant.
3. Written Ballots must be returned on or before _____.