

This Instrument Prepared by:  
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Nashville, TN 37203

Prepared from information provided  
By and at the direction of Elmbrooke  
Homeowners' Association, Inc.  
Board of Directors

**BK/PG: 7148/717-723**  
**17032269**

<b>7 PGS : RESTRICTIONS</b>	
<b>KELLY GREEN</b>	<b>502335 - 17032269</b>
<b>08/07/2017 - 12:45:24 PM</b>	
<b>MORTGAGE TAX</b>	<b>0.00</b>
<b>TRANSFER TAX</b>	<b>0.00</b>
<b>RECORDING FEE</b>	<b>35.00</b>
<b>DP FEE</b>	<b>2.00</b>
<b>REGISTER'S FEE</b>	<b>0.00</b>
<b>TOTAL AMOUNT</b>	<b>37.00</b>
<b>STATE OF TENNESSEE, WILLIAMSON COUNTY</b>	

**SADIE WADE**

REGISTER OF DEEDS

**ELMBROOKE HOMEOWNERS' ASSOCIATION, INC.**

**RULES & REGULATIONS**

**Adopted July, 2017**

These Rules and Regulations have been adopted this 24th day of July, 2017 by the Board of Directors (“Board of Directors” or “Board”) of Elmbrooke Homeowners’ Association, Inc. (“Elmbrooke” or “Association”) pursuant to Article IV, Section 41 of the Declaration of Covenants, Conditions and Restrictions for Elmbrooke (“Declaration”), and the Powers and duties granted to the Board of Directors by Article VII, Section 1 of the By-Laws of Elmbrooke Homeowners’ Association, Inc. (“By-Laws”), attached to the Declaration as Exhibit “B”, all of record in Book 5354, Page 902, et seq., Register’s Office for Williamson County, Tennessee.

The Rules and Regulations have been so adopted by the Board of Directors to ensure compliance with the Declaration and By-Laws of the Association, and any and all amendments thereto (all collectively referred to as “governing documents”).

The procedures contained within these Rules and Regulations shall not prohibit the Association from exercising any and all remedies available to it contained within the said Declaration, By-Laws or under Tennessee Law.

These Rules and Regulations are intended to supplement but not supersede the covenants, conditions and restrictions contained in the Declaration and By-laws. The Board may amend this document at any time without a vote from the Association membership.

## **VEHICLES, VIOLATIONS AND TOWING**

1. Article IV, Section 13 of the Declaration expressly prohibits trailers, boats, boat trailers, go carts, golf carts, travel trailers, inoperative automobiles, campers or any other similar vehicle, or other item of personal property from being temporarily, semi-permanently or permanently parked or stored in the public street right-of-way or forward of the front building line. Article IV, Section 13 of the Declaration further expressly prohibits cars from being parked on streets for periods over 24 hours in any calendar week. Vehicles in violation of Article IV, Section 13 of the Declaration may, at the discretion of the Board, be towed, and may be towed with or without prior written notice of such violation. The owner of any vehicle towed shall be responsible for all fees which may be assessed due to such towing. Vehicles found in violation of Article IV, Section 13 of the Declaration, within twenty-four (24) hours of a previous vehicle violation, shall be considered a continuation of the previous vehicle violation and not a new violation.
2. Improperly Parked Vehicles. All vehicles, without exception, shall be towed at owner’s expense if said vehicle is found to be improperly parked. Improperly parked vehicles include, but are not limited to those which are:

- A. Parked in an identified no parking zone.
  - B. Parked in between islands in such a manner as to block or impede access to any driveway.
  - C. Parked upon any curbing, grass, or sidewalk. Any repair cost associated with damage caused by an Owner or their guest(s), shall be the Owner's responsibility.
  - D. Blocking the entrance to or exit from the community, or parked in such a manner as to impede or prevent ready access to the property or the driveway appurtenant to any House or Lot.
  - E. Parked in such a manner which in any way, impedes, hinders or creates a danger in the flow of traffic.
3. Owners and their guests may perform mechanical work upon vehicles at their House or Lot if such mechanical work is completed within twelve (12) hours after its commencement. Neither Owners nor guest(s) shall perform mechanical work on vehicles which takes longer than twelve (12) hours from the time of its commencement.
  4. Motorcycles are considered a vehicle and are not allowed under any circumstances to be ridden or parked anywhere except the parking areas used by cars. They are specifically barred from using the sidewalks, patios, or lawn areas for any purpose.
  5. In addition to and exclusive of the Enforcement Policy available to Elmbrooke below, the violation of any parking restriction recited within these Rules and Regulations may, at the Board's discretion, result in the towing of the owner's vehicle at the vehicle owner's sole cost and expense **and without prior written notice of such violation.**

## **ELMBROOKE EXTERIOR STANDARDS (Declaration, Article IV, Section 20)**

### **Exterior Landscape Maintenance.**

- All lawns shall be kept at a height of no more than 4 or 5 inches and shall not exceed 6 inches.
- All lawns shall be edged.
- All dead trees, shrubs, vines, plants, and any other landscaping whatsoever, shall be removed. Dead trees that line streets on the homeowner's property shall be replaced at the expense of the homeowner with the same type and size of Elm tree.
- Unbedded plants shall have grass edged to the same height as the rest of the lawn.
- Trees or other landscaping shall not extend into or over the street or sidewalk at a height that impedes free passage of vehicular and pedestrian traffic. A height of 12 feet is considered normal for vehicular traffic.
- Leaves, brush, dirt, or debris of any kind shall not be placed in the street. It is the homeowner's responsibility to remove from the street any leaves, brush, dirt, or debris that could reasonably have come from landscaping, construction, or other activity on the homeowner's property. It is also the homeowner's responsibility to treat and/or remove

any weeds found at curb or street transition. Landscapers who perform work for the homeowner shall be informed of these standards.

- Leaves should be mulched or removed from lawns during the winter season.
- Leaves should not be blown or placed into the streets or storm sewers.
- Limbs and cuttings should not be placed at the front of the lawn until the week of brush pickup. Check with the city of Brentwood for pickup dates. Limbs and cuttings should not be placed on the street surface awaiting pickup.
- Landscaping debris or debris of any type should not be placed in any area other than the occupant's property. This includes without limitation any of Elmbrooke's Common Areas and any property surrounding the occupant's property.

### **Exterior House Maintenance.**

Homes shall be maintained such that there are no visible exterior maintenance needs. Any external home maintenance needed that is obvious to a casual observer from the street shall be promptly corrected. This includes, but is not limited to, the following:

- Roofs, brickwork and other exterior materials shall be free of mold or mildew, and exterior materials shall be properly attached.
- Cracking or peeling of exterior painted surfaces, including but not limited to window shutters, doors, and trim, shall be promptly repaired and painted.
- Broken windows shall be promptly replaced.
- Bent or loose rain gutters shall be repaired or replaced if needed.
- Bent, rusted, or damaged mailboxes or mailbox posts shall be repaired or replaced with the types of styles originally installed in the community. **Replacements and parts are available from Stephen White Metal Designs in La Vergne at 615-793-8817.**
- Sagging, leaning, or damaged fences shall be promptly repaired.
- If there are shutters on the front of the house, any replacement shall be of the same size and type.
- All repairs shall be made in a timely manner.
- All questions or disputes regarding the interpretation of these Exterior Standards, including without limitation what constitutes "a timely manner" or "promptly," shall be finally and conclusively determined by the Board of Directors of the Elmbrooke Homeowners Association and shall be binding upon the homeowner.

## **Enforcement Policy**

Unless otherwise specified in the Declaration, By-Laws, amendments thereto or these Rules and Regulations, violations of any provision within the said Declaration, By-Laws, amendments thereto or Rules and Regulations adopted by the Board, shall be enforced as follows:

- a. First Notice: Owner and tenant/occupant (if applicable) will be mailed a written notice detailing the violation and action(s) to resolve the infraction. Ten (10) calendar days will be given to resolve the violation.
  
- b. Second Notice: Owner and tenant/occupant (if applicable) will be mailed a second written notice detailing the violation, action(s) to resolve the infraction, and a fine of \$100.00 will be levied against their account. Ten (10) calendar days will be given to resolve the violation.  

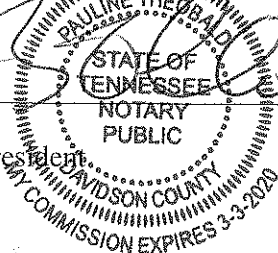
If the violation continues past the Ten (10) calendar days, an additional five (\$5.00) dollars per day will be assessed and will continue for up to four (4) weeks from the date of the ten (10) calendar day expiration in the Second Notice.
  
- c. Third Notice: If the violation remains unresolved after the aforementioned four (4) weeks, the Owner and tenant/occupant (if applicable) will be mailed a third written notice informing them that the violation has been referred to the Elmbrooke attorney for enforcement.

The Elmbrooke Board of Directors or its Managing Agent or Property Manager will refer the violating Owner and/or tenant/occupant to its attorney who will seek all remedies available within the Declaration, By-Laws, at law and in equity to Elmbrooke for enforcement, as expressly permitted by the Declaration. Violation of any provision of these Rules and Regulations shall be enforceable in the same manner that non-payment of Assessments, Common Expenses and Special Assessments are enforceable in the Declaration including lien rights, and together with late fees and/or interest provided for therein. The violating Owner and/or tenant/occupant shall be liable for all costs of the enforcement of these Rules and Regulations, including reasonable attorney's fees.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 24<sup>th</sup> day of July, 2017.

ELMBROOKE HOMEOWNERS' ASSOCIATION, INC.

Robert Churchill  
By: \_\_\_\_\_  
Its: President



STATE OF TENNESSEE)  
COUNTY OF Williamson

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Robert Churchill with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of Elmbrooke Homeowners' Association, Inc., and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such President.

Witness my hand and official seal at Brentwood Williamson County, Tennessee, this 24 day of July, 2017.

Pauline Theobald  
Notary Public

My Commission Expires:  
3/20/2023