

Prepared By Grantor  
132 Cumberland Trace  
Nashville, TN 37214



**Rules and Regulations of  
the  
Cumberland Trace Homeowners' Association**

The Board of Directors of the Cumberland Trace Homeowners' Association pursuant to the Authority conferred upon it by the Declaration of Covenants, Conditions and Restrictions, dated April 1, 1983, executed by Cumberland Trace Partnership, of record in Book 6218, Page 528, Register's Office for Davidson County, Tennessee (hereafter, the "Declaration of Covenants"), and the Bylaws duly adopted by the Cumberland Trace Homeowners' Association, hereby adopts the following rules and regulations which amend, restate and supersede all prior rules and regulations heretofore adopted by it.

1. Definitions

The term "Occupant" shall mean any non-owner resident including but not limited to an owner's tenant. The terms "Association", "Owner", "Properties", "Common Area", "Common Elements", "Lot", "Living Unit", "Unit", "Board", "Building" and "Bylaws" shall be defined as set forth in Article I of the Declaration of Covenants to which reference is hereby made.

2. Lease

All adults residing in a Living Unit and leasing the Unit must sign the lease agreement as adopted by the Board of Directors.

3. No prohibited or illegal activities

No immoral, improper, offensive or unlawful use shall be made of the Common Area, Lots and Units, nor upon any part thereof. Conduct or activities are not permitted that are considered immoral, improper, unlawful, a nuisance, or an annoyance as defined under and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction.

4. Nuisances. Noxious or Offensive Activities

No noxious or offensive activity shall be carried on within or outside any Unit, nor shall anything be done or be permitted to remain in any Unit, the Common Area or Lots which may be or become an annoyance or cause an unreasonable or irrational disturbance of the peace to the other Unit Owners, Occupants or to the neighborhood.

5. Excessively loud noise from Persons, Pets, Audio Equipment, Televisions, Musical Instruments, etc.

Unit Owners, their tenants or other occupants, guests and invitees shall not make or permit to be made inside the living units or in the common areas, any disturbing or loud noises or any sound which clearly can be heard by unimpaired auditory senses from any point within the interior of another residential unit in the same complex or within the boundary line of the nearest residentially occupied property which will unreasonably interfere with the rights, comforts or conveniences of any other Unit Owners or Occupants. All Unit Owners and Occupants must keep the volume of any television, audio equipment or musical instrument in their Living Unit sufficiently reduced at all times so as not to disturb other Unit Owners or occupants. [Reference the current Metropolitan Nashville and Davidson County ("Metro") Code regarding Excessive Noise.]

6. Hazardous Materials  
Unit Owners or Occupants shall not commit or permit to occur on or about the Property any act or thing deemed extra hazardous or that will increase the rate of insurance on the Properties. Neither Unit Owners or Occupants shall keep gasoline or other explosives, highly flammable or any other hazardous materials on or about the Properties.
  
7. Unsightly Materials  
Carports and Common Elements are not to be considered personal storage, work or hobby areas. No Unit Owners or Occupants shall install outside his/her Unit any fixtures or items of any kind, without the prior written permission of the Board which written approval may be conditioned upon such reasonable requirements as the Board may deem necessary. Homeowners and occupants are urged to refrain from storing anything except trash containers, firewood and their vehicles in the carport or other visible areas on the Properties. No burning of any trash and no unreasonable, unsightly or offensive accumulation or storage of litter, new or used building materials, garbage or trash of any kind shall be permitted within or outside any unit on the Properties or remain in public view on patios, decks or in carports. Excessive décor, antiques or collectibles will not be allowed to accumulate on the Properties or in the Common Elements with the exception of slight augmenting items specifically approved in writing by the Board which written approval may be conditioned upon such reasonable requirements as the Board, from time to time, may deem necessary.
  
8. Trash  
Trash bags, boxes, etc. shall not be permitted to remain in public view and all trash shall be placed in trash bags and inserted into the trash containers to remain in their designated storage areas until the day of pickup. Containers may be placed for collection outside of carports and on the parking lot in designated areas only on the scheduled Metro collection day. At all other times, containers must be stored in their designated storage areas so as to not be visible from the street. (Carport units' trash containers are to be stored at the rear of and under carports near the patio fence.) No trash bags shall be left standing by or upon the containers provided. Recyclable materials may be placed in the appropriate containers at the pickup area only on the day established by Metro for pickup. Each Unit Owner or occupant shall place their trash container at their designated pickup location no earlier than the evening before the trash pickup day and place their trash containers back in their designated holding areas no later than 7 PM on day of trash pickup.
  
9. Windows. Curtains  
Unit Owners or occupants shall not suffer or permit anything to be thrown out of the windows of the Unit or down upon the grounds of the Common Elements; or anything to be placed in or hung from the outside of windows. Drapery backing, indoor shutters or shades, which are visible from the exterior of the Building, shall be white, "off-white" or wood-tone color.
  
10. No Obstruction of Common Elements or Storage Thereon  
There shall be no obstruction of the Common Elements, sidewalks, entrances, drives and streets. Nothing shall be stored upon the Common Elements without the written

approval of the Board. No disproportionate amount of materials shall be allowed to accumulate on porches, patios, and on or under balcony decks. Potted flowers are permitted on front porches and patios however, uncontrolled growth is not permitted. Vegetables, herbs or other small produce i.e. tomatoes will not be permitted in front of any Living Units or beside the Living Units visible from the driveway, or other Common Area maintained by the landscapers. Small garden spots of low growing vegetables adjacent to Units may be permitted with prior approval from the Board. Uncontrolled growth may result in removal of the plants at the owner's expense.

11. Bicycles. Children's Toys. Motorcycles. Personal Property  
No baby strollers, tricycles, scooters, motorcycles, bicycles or other articles of personal property shall be left unattended on the Common Elements.
12. Temporary Structures. House Trailers. Outbuildings  
No structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be maintained upon any Common Elements at any time.
13. No Clothing or Other Personal Property Hung from Common Elements or Windows  
No clothing, laundry, rugs, wash or any other items shall be hung from or spread upon any window, patio or balcony deck area or exterior portion of a Unit or in or upon the Common Elements.
14. Personal Property Located on Common Elements or Unit Held at Owner's Risk  
All personal property placed in any portion of a Unit or on the Common Elements shall be at the sole risk of the Unit Owner and neither the Board nor the Association shall in any event be liable for the loss, destruction, theft or damage to such property.
15. Animals. Pets  
No livestock, poultry, rabbits, snakes or other such animals shall be allowed or kept in any part of the Buildings or Properties. Indoor pet dogs, cats and caged birds, owned for non-commercial purposes, may be allowed subject to these and such other regulations as may be adopted by the Board in its sole and absolute discretion, including regulation as to the type, breed, size and number thereof. The owner of the pet shall be solely responsible for and shall immediately clean up, remove and dispose of all deposits of waste elimination left by his/her pet. Pets are not allowed to deposit waste elimination on balcony decks or patios. In no event shall any pet be permitted in any of the Common Elements on the Properties unless carried or on a leash. Pet owners are required to comply with the Metro Leash Law. The owner of a pet shall indemnify the Board and the Association and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having the pet in, on or about the Properties. If a pet becomes obnoxious to other Unit Owners or Occupants by barking, biting or eliminating waste in inappropriate areas or otherwise, as determined by the Board in its sole and unfettered discretion, the owner thereof must forthwith cause the problem to be corrected; or, if it is not corrected, the Unit Owner or the Occupant, upon written notice by the Board, shall be required to remove the pet from the properties.
16. Proper Attire on Common Elements  
All persons shall be properly attired when present on any of the Common Elements.
17. No Solicitation  
Solicitors are not permitted on the Properties without the prior, written consent of the

Board, which consent shall be at the sole and unfettered discretion of the Board. Any Unit Owner or occupant who is contacted by a solicitor shall notify the Association's Property Manager.

18. Automobiles

All automobiles must have current license plates, be in operating condition and be parked in the designated parking areas. No automobiles or any other vehicle of any type shall be permanently or semi-permanently parked on the properties or in the vicinity of any Unit or in the Common Areas or Common Elements or Lots for the purpose of accomplishing repairs thereto or the reconstruction thereof. This regulation shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated.

19. Spillage From Vehicles

The Unit Owner shall be responsible for and reimburse the Association for any and all damages caused to the asphalt paving on the parking lot which results from oil, gasoline, battery acid, coolant, etc. which leaks from a vehicle owned by him/her or his/her spouse, children, guests, tenants, invitees or other occupants.

20. Speed Limit, Parking Regulations

All Unit Owners and Occupants must observe and abide by all parking and traffic regulations as adopted by the Board or Metro. The speed limit in the parking lots and streets within the complex is 15 miles per hour. Each Unit shall be entitled to the use of not more than two (2) automobile parking spaces for each Living Unit which shall be as near as and convenient to said Living Unit as reasonably possible. Unit Owners and Occupants must park their automobiles in these respective parking spaces so as to make available for visitors the remaining parking areas located on the Properties. Each unit may have up to three (3) vehicles parked on the properties and may use one (1) of the remaining visitors' spaces for the third vehicle. All vehicles parked on the properties shall abide by all other parking and vehicle-related rules and regulations. Unit owners may petition the Board for variances if their circumstances require. No vehicles shall be parked or be driven upon the grassy Common Area except to provide maintenance repairs to a Unit or with prior approval of the Board. Vehicles parked in violation of any parking rules or regulations will be towed away at the Owner's or Occupant's sole risk and expense, with the cost of moving or towing being added as a part of the responsible Unit Owner's monthly maintenance fee.

21. Parking of Certain Vehicles Prohibited

No buses, box trucks, motorized golf carts, trailers or D.O.T. regulated commercial vehicles shall be parked in the exterior parking areas or driveways.

22. Boats, Campers, Motor Homes, etc.

No boats, motorcycles, motor homes or campers shall be parked or stored in the exterior parking areas or driveways; they may however be parked or stored under carports only. Covered vehicles (one which is beneath a fabric covering) are not allowed in designated parking area except inside the unit's designated carport. A vehicle may be stored by a unit owner or occupant whose unit does not have a carport, but only after written approval is given by the Board after the unit owner requests, in writing, that such be allowed. Such storage will only be on a time limited basis, for a period not to exceed 90 days. Vehicles kept under such covering shall meet all other requirements for vehicles kept on the properties.

23. Blocking or Obstructing Sidewalks, Parking Lanes  
Parking so as to block sidewalks or parking lanes shall not be permitted. Each Unit Owner or Occupant expressly agrees that if he/she shall illegally park or abandon any vehicle, the Unit Owner or Occupant will hold the Board and the Association harmless from any and all damages or losses that may ensue.
24. Toilets, Sewage System  
The water closets, sinks and other water and sewer apparatus shall not be used for purposes other than those for which they were designed, and no sweepings, grease, items of personal hygiene, wet wipes, matches, rags, cat litter, ashes, cigarette butts, or other improper articles or liquids shall be thrown in toilets or poured in sinks. The cost of repairing any damage, including the Association's sewage system resulting from misuse of any of the plumbing may result in increased Association fees or assessments or may be borne by the Unit Owner of the unit causing such damage, if there's evidence that such unit caused the damage.
25. Landscaping, Planting of Shrubs, Trees  
The planting of plants, flowers, trees, shrubbery and crops or modifying landscaping of any other type is prohibited in the Common Elements without prior, written approval of the Board. Notwithstanding the Association's responsibility to provide for the maintenance of trees, shrubs and grass, the Unit Owners or Occupants will be required to provide their own maintenance of Board approved modified shrubbery/flower beds or landscaping. Unit Owners shall disclose the owners' responsibility requirement to potential purchasers in the event they sell their Unit. If such purchaser does not wish to maintain the modified shrubbery/flower beds, then buyer and seller should negotiate which party shall pay the Association to change the shrubbery bed back to a plan that can be efficiently maintained by the groundskeepers.
26. Damage to Common Elements  
Any damage to the equipment, facilities or grounds of the Common Elements caused by a Unit Owner or his/her family, pets, tenants, guests, invitees or other occupants shall be repaired at the expense of the Unit Owner.
27. Outdoor Cooking  
Cooking is permitted on patios only in compliance with the local government ordinances and at the risk of the Unit Owner and any damage by such shall be the sole liability of the Unit Owner or Occupant causing such damage. Gas and charcoal grills are not allowed to be stored or operated on balcony decks. [Reference the current Metro Codes regarding Open Fires and Open Flame Cooking Devices.]
28. Fire Liability Insurance Coverage  
Each Unit shall have fire legal liability insurance coverage which insures the individual Homeowners for any and all damages sustained by other Homeowners and Occupants. The Association will not be held liable for any damages sustained by anyone and caused by accidental or intentional acts. All Homeowners and Occupants agree to hold the Association harmless for any and all claims arising from any fire.

29. No Exterior Modifications  
The exterior of all Buildings, and all areas attached thereto, including balconies, decks fences, patios, parking areas or Common Elements shall not be altered, painted, enclosed or otherwise modified in any manner without the prior written approval of the Board, which written approval may be withheld on the basis of aesthetic or other reasonable conditions at the sole and absolute discretion of the Board. Replacement of windows, storm windows, storm doors, etc. must be approved in writing by the Board. New awnings must be approved by the Board. All awnings both new and replacement fabric must be solid black in color.
30. Storage of Firewood  
Firewood shall be stored on a metal rack six feet away only behind the Buildings. Stored wood or mulch must not come in contact with any of the fences or walls of the Buildings to avoid any potential pest problems. Each Unit owner or Occupant shall be responsible for cleaning any debris left in the Common Elements as a result of moving and carrying firewood through the Common Elements.
31. Door Plaques/Decorations  
No Unit Owner or Occupant shall display or hang plaques, crests, door knockers, signs, or fixtures on the door, or the exterior of any Unit, or in the Common Elements without the prior written approval of the Board, which written approval may be conditioned upon such reasonable requirements as the Board may deem reasonable and necessary. Wreaths and seasonal décor are permitted, however, the Board in its sole discretion, reserves the right to require removal of such items if deemed inappropriate.
32. Satellite Dish and Antennas  
Satellite Dishes of 18-inch diameter or less are the only acceptable antennas for mounting on the exterior of the buildings and are not allowed on the front or visible street side of buildings or the roof. Prior to installation, the Owner must submit a written request to the Board of Directors. The request should indicate the exact intended mounting place on the building and the method of mounting. Owners will be held responsible for any damage to the buildings from satellite antennas.
33. Signs  
No signs, including political signage, posters, or bills may be placed or maintained on the Properties or in or on a Unit door or window, except that an Owner may place and maintain a "For Sale" or "For Lease" sign in the window inside the Unit for a reasonable time. Said sign is not to exceed three feet by two feet in size.
34. Compliance with Rules and Regulations  
The unit Owners and Occupants shall comply with these rules and regulations and with any amendments or other rules which the Board, in its sole and unfettered discretion, may hereby adopt. Any amendment to these Rules and any new Rules that may be adopted by the Board may be applied retroactively by the Board if such is deemed necessary, and no unit shall acquire any rights by reason of any act of the unit owner which may not have been governed by the Rules.
35. Leasing of Units  
Pursuant to the Declaration of Covenants, the following restrictions apply to the leasing of any Unit:  
a) Any Lease of a Unit must be in writing.

- b) The term of any lease shall be for a term of not less than one (1) year and no more than two (2) years. After a two (2) year lease has expired, a continuation of same lease must be approved by the Board.
- c) Not less than thirty (30) days prior to the execution of the lease, the Unit Owner shall furnish to the Board written notice of his/her intention to lease his/her Unit.
- d) The Unit Owner's notice to the Board of his/her intent to lease the Unit shall state the name(s) and addresses of the proposed lessee(s).
- e) A copy of the executed lease shall be furnished to the management company for Board access.
- f) The tenant under every lease is bound by and subject to all of the obligations under the Declaration of Covenants, the Bylaws and these Rules and Regulations (all "Governing Documents," inclusive) of the Unit Owner making the lease and the lease shall expressly so provide.
- g) The Board is a third party beneficiary of any lease of a Unit and possesses the power to enforce its terms and conditions for the Associations' benefit.
- h) All tenants are subject to and shall comply with the provisions of the Governing Documents as the same may be amended from time to time. The acceptance of a lease of a Unit by a lessee constitutes an agreement that the provisions of the Governing Documents, as they may be amended from time to time, are assumed, accepted and ratified by the tenant and shall bind the tenant as though such provisions were recited and stipulated at length in the lease.

36. Form Lease to be Utilized by Unit Owners

In accordance with the power granted to the Board, under Article XI (9) (b) of the said Declaration of Covenants, Conditions and Restrictions, the Board may establish a standard lease form. The lease form must be in accordance with the Tenn. Residential Lease Agreement or Tenn. Association of Realtors "Residential Lease Agreement for Single Family Dwelling" available online or from CTHOA management company.

37. Children

Unit Owners and Occupants are responsible for their children's and visitors' children's actions without limitations.

38. Maintenance Responsibilities

Each Unit Owner shall maintain his Living Unit in good condition and in good order and repair, at his own expense. Owners or occupants are responsible for replacing burned out bulbs in front and rear porch lights. The owner or occupants shall not do or allow anything to be done in the Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Association's insurance. All maintenance, repairs, modifications or installations of equipment the owner or occupant is responsible for, must be performed by a licensed, insured, and bonded contractor. In the event that the need for maintenance or repairs may be caused through the willful or negligent act of the Owners or occupants the costs of such maintenance or repairs incurred by the Association will be charged to the Owner. The interior structural integrity of the buildings may not be altered without prior written approval of the Board. The Association shall provide for upkeep of the outside of the buildings as follows: paint, repair, replace and care for roofs, gutters and downspouts, outside building surfaces (excluding glass), trees, shrubs, grass, walks and other building exterior and grounds improvements.

According to the First Amendment to the Declaration of Covenants recorded in the Register's Office for Davidson County, Tennessee on August 25, 2009, the Association may charge the Unit Owner for maintaining certain structures, additions, changes or alterations.

39. Captions

The captions provided in these Rules are for the purpose of convenience only and shall not be deemed or construed to restrict or otherwise limit the substantive provisions thereof. These rules and regulations apply to resident owners, off-site owners, occupants, families of residents, owners' tenants (renters), and guests or visitors of any resident. They are an addition to an adaptation of, some but not all, of the applicable Conditions and Restrictions set forth in the Declaration of Covenants governing the Cumberland Trace Homeowners' Association. If there is any conflict between the Rules and Regulations and the Declaration of Covenants, Conditions, and Restrictions [CCR's], the CCR's shall control. If there is any conflict between the Rules and Regulations and the Association's By-Laws, the By-laws shall control.

The purpose behind adopting these rules and regulations is to maintain and improve property values, provide an equal home and social environment for all residents, and to provide a lifestyle requested by a majority of the homeowners.

**RULES VIOLATIONS:**

UNIT OWNERS AND OCCUPANTS SHOULD CLEARLY UNDERSTAND THAT VIOLATIONS OF ANY PROVISION OF THE GOVERNING DOCUMENTS PLACES THEM IN A POSITION OF LIABILITY WITH REGARD TO DAMAGES, EXPENSES OR OTHER COSTS INCURRED BY EITHER THE BOARD OF DIRECTORS OR ANOTHER UNIT OWNER AS A RESULT OF SAID VIOLATION.

Note: Fines will be included in the collection of monthly association fees. Attorney fees for collection of fines will be charged to the Unit Owner. Non-payment of fines or interest charges shall constitute a lien being placed against the Unit Owner's property.

- 1) The first notification sent to the Unit Owner is a Warning Letter stating the problem.
- 2) The homeowner is given ten (10) days to cure the problem.
- 3) If problem is not corrected, the Unit Owner will be sent a Certified Letter giving ten (10) days to correct the situation or have an opportunity for an appeal hearing.
- 4) On the 21st day of not curing the violation or not appealing for a hearing regarding an asserted violation of any provision of the Governing Documents will result in a fine of no less than \$100 per occurrence being assessed against the unit owner, and an additional \$20 fine is imposed on the 22nd and each day thereafter until the problem is corrected. When the fine has reached \$200 a lien will be filed by the attorney along with attorney fees and filing fees and will be charged to the Unit Owner.
- 5) If the unit owner and/or tenant (renter) fails to comply with the rules violation letter or fails to appeal for a hearing within 10 days, action to correct the violation will be at the Unit owner's expense.



Any resident can and should report a violation of these rules to the Management Company, -- "attention Board of Directors." The report must be in writing and documented as closely as possible, signed and dated, before the Board will take it under consideration. The report may be sent electronically and signature omitted at the discretion of the Board. After the Board has acted upon such violation, the Management Company will send a rules violation letter to the unit owner.

Approved by The Board of Directors  
Cumberland Trace Homeowners' Association  
August 25, 2015

Terri Bess  
President

Jo Ann Gallagher  
Secretary

\_\_\_\_\_  
Notary Public

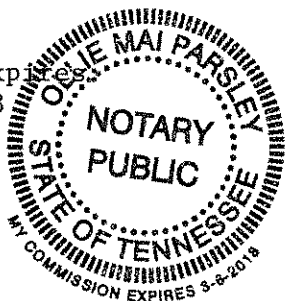
My commission expires: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned aitjprotu. a Notary Public om and fpr saod County and State, Terri Bess and Jo Ann Gallagher, with shom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary, respectively of the CUMBERLAND TRACE HOMEOWNERS ASSOCIATION, the within named bargainor, a corporation, and they as such President and Secretary, being authorized so to do, executed the foregoing instrumentfor the purposes therein contained by themselves as such President and Secretary.

Witness my hand and official seal on this the 1st day of November, 2015.

My Commission Expires  
March 6, 2018



Soie Mai Parsley  
Notary Public

Box 29

BILL GARRETT, Davidson County  
Trans: T20150095889 AFFIDAVIT  
Recvd: 11/10/15 14:44 2 pgs  
Fees: 12.00 Taxes: 0.00  
20151110-0114516

THIS INSTRUMENT WAS PREPARED BY:  
J. Blake Freeman, Attorney  
323 Emery Drive  
Nashville, TN 37214-3113

**NOTARY CERTIFICATE OF CORRECTION**

**Re: Correction of Acknowledgment of  
Rules and Regulations of the  
Cumberland Trace Homeowners' Association  
filed in Instrument No. 20151103-0112087,  
Register's Office for Davidson County, TN**

**STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)**

The undersigned, **Ollie Mai Parsley**, states that she is now and was at the time hereinafter mentioned, a duly appointed, qualified and acting Notary Public at Large in and for the State of Tennessee, and that on November 1, 2015, she took the acknowledgment of Terri Bess and Jo Ann Gallagher as President and Secretary of The Cumberland Trace Homeowners' Association, to certain Rules and Regulations that appear of record in Instrument No. 20151103-0112087, Register's Office for Davidson County, Tennessee, and;

WHEREAS, through inadvertance and mistakes of typographical errors on the Corporate Notary Form shows misspelled words

NOW, THEREFORE, in order to correct said acknowledgment on said deed as hereinabove mentioned, I, Ollie Mai Parsley, a Notary Public duly appointed and qualified in and for the State of Tennessee, do hereby certify and confirm that on the 1st day of November, 2015, before me personally appeared Terri Bess and Jo Ann Gallagher, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary, respectively of the CUMBERLAND TRACE HOMEOWNERS' ASSOCIATION, the within named bargainor, a corporation, and they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by themselves as such President and Secretary.

Witness my hand and seal this the 1<sup>st</sup> day of November, 2015.

My Commission Expires 3/6/18  
**NOTARY PUBLIC**  
STATE OF TENNESSEE  
MY COMMISSION EXPIRES 3-6-2018

*Ollie Mai Parsley*  
\_\_\_\_\_  
Ollie Mai Parsley

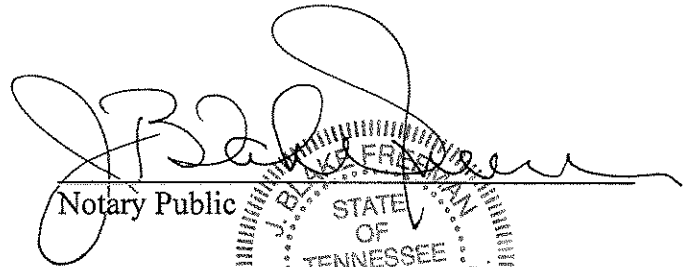
STATE OF TENNESSEE  
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named OLLIE MAI PARSLEY, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office, this 9th day of November, 2015.

My Commission Expires:

8/23/16

  
Notary Public  
