## BELLE MEADE TERRACE HOMEOWNERS' ASSOCIATION RULES, REGULATIONS AND RESOLUTIONS

- 1. The sidewalks, entrances, common parking and drives and courts of the various buildings shall not be obstructed or used for any other purpose than ingress to and egress from the units in the buildings. This includes boxes and bicycles.
- 2. Nothing shall be hung from the outside doors, windows or sunrooms or placed upon the window sills of the buildings without the written consent of the Board of Directors. No FOR SALE or FOR RENT signs shall be placed in windows or at the driveway entrance, except the day before and day of an open house being held.

3. No exterior of any building shall be altered by any condominium owner in any manner, unless approved by the Board of Directors.

- 4. Each unit owner shall keep his unit, his designated storage space and any terrace to which he has sole access in a good state of preservation and cleanliness.
- 5. No awning or radio or television aerial shall be attached to or hung from the exterior of the building or terraces, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any of the buildings, except such as shall have been approved in writing by the Board of Directors or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Directors or the managing agent: nor shall anything be projected from any window or any of the buildings without similar approval.
- 6. Refuse from the units shall be placed IN PLASTIC BAGS in containers designated refuse areas. Garbage collection will not collect refuse that has not been placed in a plastic bag. No moving boxes in the garbage areas. No garbage is to be left on the breezeways.
- 7. Toilets, drains, disposals and other water apparatus in any building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or other article be thrown into the same. Any damage resulting from misuse of any of the same or other water apparatus in a unit shall be repaired and paid for by the owner of the unit.
- 8. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance or to exit from any building by another vehicle, and such vehicles should be parked in a perimeter parking area.
- 9. Concerns regarding the maintenance of the building can be made in writing to the

Board of Directors or to the managing agent. Homeowners are welcome to attend board meetings.

- 10. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.
- 11. Unit owners shall not cause or permit any unusual or objectionable noise or odors to be produced within or to emanate from their units.
- 12. No sun room terrace shall be covered by any awning or otherwise without the consent in writing of the Board of Directors.
- 13. The Board of Directors reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care, and cleanliness of the condominiums, and for securing the comfort and convenience of owners and/or tenants, including but not limited to, the rules and regulations concerning the use of the swimming pool, recreation room laundry room, storage area, grounds, common drives and parking areas, and said rules and regulations shall be considered a part of the By-Laws.
- 14. The Metro Leash Law is enforced at Belle Meade Terrace Homeowners' Association. It states "all owners must keep pets under their command and control at all times". Pets are not to be allowed to run loose and their excretions are allowed only on outside of the asphalt areas, NOT in any COMMON areas. Pet excretions must be picked up and disposed of appropriately.
- 15. The storage of vehicles is strictly prohibited. This includes boats, trailers, motorcycles, RVs', cars, trucks and the like.

Stored cars and motorcycles by definition within the scope of the Rule is:

- 1. Any vehicle left on the premises over 30 days, that has not been moved or is left unattended.
- 2. Any unregistered and unlicensed vehicle.
- 3. Any inoperable vehicle.

Only one vehicle is recommended for owners or renters PER UNIT. No more than two vehicles per unit will be allowed. Any exception must have prior written Board approval. Approved parking must be adhered to. There is no assigned parking and residents who have more than one vehicle are to park their second vehicle in perimeter spaces. Violators are subject to fines and towing expense at the Board's direction.

16. Any renters who rent units within the Belle Meade Terrace Homeowners'

Association community after January 24, 1994 are prohibited from having any dogs kept in any unit on the grounds. As of January 24, 1994 current renters are grandfathered and can keep their existing dog until such time as the dog has expired, then they will not be able to replace them.

- 17. Resolution was passed January 1, 1994 regarding delinquent condominium fees. The Resolution states that any homeowner who is delinquent in their maintenance fees for an accumulative amount which equates to 90 days delinquency, will be turned over for legal action.
- 18. Any skylight, fireplace, chimney or other vent placed on the roof by a homeowner shall be maintained by the owner of the unit. Any repairs to the roof due to water leaking around such object placed there by the homeowner will be repaired at the homeowner expense.
- 19. The posted 10 M.P.H. speed limit will be observed by all homeowners, renters, and guests at all times.
- 20. A separate list of pool regulations have been developed and posted. Please read and observe as written.
- 21. All new construction and modifications, improvements, painting and alterations, to the outside of your unit must be approved, by the Board of Directors, prior to the work being done.
- 22. The Board of Directors has developed a "RENTER INFORMATION SHEET". A copy of the Rules and Regulations will be given to the prospective renter, by the owner, to read and sign before they sign the rental agreement., This form must be completed and returned to the management company at the time every rental is made. If these procedures are not followed there will be a \$500 fine imposed on the homeowner.
- 23. A satellite dish will be permitted on the roof of any of our buildings, provided the homeowner submits an "Architectural Improvement" form, requesting the dish. The dish must be installed with no penetration of the roof. Only homeowners are permitted to have a dish, renters are not permitted to have a dish.

Revised 6/28/2007

## BELLE MEADE TERRACE HOMEOWNERS' ASSOCIATION ADDENDUM TO THE RULES, REGULATIONS AND RESOLUTIONS

- 24. No food, including pet food, may be stored, used, or left outside except birdfeeders may be permitted with permission from the Board.
- 25. Fines may be imposed for violation of any of the rules according to the following schedule: First violation: Written warning

Second and/or Continued violation: Minimum fine of \$25.00 levied

Subsequent violations: The fine will be increased in increments of a minimum of \$25.00 for each subsequent violation. Failure to correct a violation within the expressed amount of time shall constitute a subsequent offense. Repeated and/or Continued failure to correct a violation within the specified period of time will be considered a subsequent violation, with fines levied accordingly.

This instrument prepared by: Alvin L. Harris 201 Fourth Avenue, North, Suite 1930 Nashville, Tennessee 37219

Davidson County Batch# 84563 **BYLAWS** 04/25/2018 11:21:21 AM 2 pgs Fees: \$12.00 Taxes: \$0.00 20180425-0038960

Bill Garrett

## BELLE MEADE TERRACE HOMEOWNERS' ASSOCIATION, INC. RULE REGARDING ENFORCEMENT OF GOVERNING DOCUMENTS

WHEREAS, Belle Meade Terrace Homeowners' Association, Inc. (the "Association") is the duly formed governing body of that certain residential condominium development located in Davidson County, Tennessee known as Belle Meade Terrace;

WHEREAS, pursuant to Article II Section 2(e) and Article V Section 17 of the Association's By-Laws, the Board of Directors of the Association has the authority to adopt rules and regulations pertaining to the use and operation of the property within Belle Meade Terrace, and to the activities of residents and other persons thereon; and

WHEREAS, the Board has determined it is in the best interests of the Association that the be able to recover its reasonable attorney's fees and other expenses incurred in connection with the Association's enforcement of the rules, regulations, By-Laws and the Master Deed Establishing the Horizontal Property Regime of Belle Meade Terrace (such documents being hereinafter collectively referred to as the "Governing Documents").

NOW, THEREFORE, in consideration of these premises, the Board of Directors of the Association, being authorized so to do, adopts the following Rule:

**Enforcement of Governing Documents.** In any action or proceeding to enforce, challenge, or to determine by declaratory judgment or otherwise, the rights and obligations imposed by the Governing Documents, in addition to any other remedies to which the Association is entitled under the Governing Documents or applicable law, the Association shall be entitled to recover all expenses it incurs in connection with such action or proceeding (whether incurred before, during or after the commencement of the action or proceeding), including without limitation the Association's reasonable attorney's fees.

## **SECRETARY'S CERTIFICATE**

I, <u>David Patrick Landry</u> , Secretary of Belle Meade Terrace Homeowners' Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Article II Section 2(e) and Article V Section 17 of the Association's By-Laws, the Board of Directors of the Association unanimously adopted the foregoing Rule at a duly called meeting of the Board.  David Landry, Secretary				
STATE OF TENNESSEE ) COUNTY OF DAVIDSON )				
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dougle Langery, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Belle Meade Terrace Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Belle Meade Terrace Homeowners' Association, Inc.				
Sworn to and subscribed before me this				
STATE OF TEMPESSEE NOTARY PUBLIC				