

COPY

HEARTHSTONE MANOR HOMEOWNERS ASSOCIATION, INC

COMMUNITY-WIDE STANDARDS MANUAL

Brentwood, Tennessee 37027

January, 1991

FORWORD

Hearthstone Manor Home Owners Association was incorporated in accordance with the Tennessee General Corporation Act. The affairs of the Association are managed by a board of directors elected by the members of the Association. The overall administration of the Association is governed by the Corporate Charter, the Amended and Reatated By-Laws, and the Declaration of Covenants, Conditions and Restrictions as amended. Rules and Regulations governing the use of the units, the common area and the limited common area are contained in ARTICLE XII of the Declaration of Covenants, Conditions, and Restrictions and Resolution 2-89 dated February 6, 1989.

The purpose of this manual is to compile into convenient form those Community-Wide Standards promulgated by the above references. These standards are based on mutually beneficial restrictions designed to protect the value and desirability of the properties, to enhance the aesthetic environment and to protect the health, welfare, comfort and convenience of all Hearthstone Manor Residents. All occupants are encouraged to become familiar with the contents of this manual.

The contents of this manual are not all inclusive since portions of the original restrictions were paraphrased and/or abbreviated. Please refer to the aforementioned references for a detail treatise of these and all matters pertaining to the administration of the Association.

INDEX

Residential Use.....	1
Maintenance of Interior.....	1
Landscaping.....	1
Signs and Billboards.....	1
Quiet Enjoyment.....	1
Temporary Structures.....	1
Animals.....	1
Exterior Structures.....	2
Exterior Radio and Television Equipment.....	2
Garbage Collection.....	2
Infections, Plant Disease or Insects.....	3
Reasonable Inspection.....	3
Trade or Business.....	3
Government Compliance.....	3
Additional Restrictions.....	3
Parking Areas, Private Streets and Driveways.....	4
Pet Responsibility.....	4
Lake and Surrounding Grounds.....	5
Tennis courts.....	5
Use of Common Area, Limited Common Areas and Common Utilities.....	6
General.....	6

RESTRICTIONS

ARTICLE XII, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

1. Residential Use: Each residential unit shall be used only as a single-family residence (Section 1 (a)).
2. Maintenance of Interior: The interior maintenance of a unit is the responsibility of the unit owner. Limited common areas must be kept in a clean, sanitary and attractive condition by the unit's occupants sharing the common area (Section 1 (a)).
3. Landscaping: The Association is responsible for landscaping the common area and additional maintenance areas. No owner and/or occupant may remove, alter, or injure in any way shrubs, trees, grass, plants, or other landscaping placed on or about a residential unit (Section 1 (c)). Landscaping and flora on the limited common areas are the owners responsibility (Article IV, Section 2 as amended).
4. Signs and Billboards: No sign or billboard of any kind shall be displayed to the public view on any portion of the common area or on any residential unit except signs advertising a unit for sale or lease may be displayed only on the inside surface of one of the unit's windows. "Open House" signs may be displayed on any Sunday in front of the unit between the hours of 1:00 PM and 5:00 PM or with special permission by the managing agent. On other days, signs in violation of the above will be removed by the Association (Section 1 (d)) and Resolution 1-88).
5. Quiet Enjoyment: No noxious or offensive activity shall be carried on, in or upon any residential unit or any part of the properties. Furthermore, nothing shall be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each owner's quiet enjoyment of his respective residential unit, or that shall increase the rate of insurance in any way (Section 1(c)).
6. Temporary Structures: No structure of a temporary character, or other out-building shall be used on any residential unit, the common area, or limited common area at any time as a residence or otherwise, either temporarily or permanently. No trailer, camper, boat, or similar equipment shall be permitted to remain upon or within the common area unless on a space designated for such use by the Association (Section 1 (f)) as amended).
7. Animals: No animals, reptiles, rodents, livestock, birds, fish, or poultry of any kind shall be raised, bred, or kept in or on any residential units except that

dogs, cats or such other household pets approved by the Association may be kept in the residential units, provided such pets are not kept, bred, or maintained for any commercial purposes or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept in any residential unit if such keeping results in an annoyance or is obnoxious to residences in the vicinity. In any event, each owner shall be absolutely liable to all remaining owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any residential unit or on the common area or limited common areas by any owner or by members of his family, guest or invitees (Section 1 (g)).

8. Exterior Structures: No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the properties, except such as are installed in accordance with the initial construction of the improvements or approved by the Association. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any residential unit or any portion of the common area or limited common area until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Association with respect to quality of workmanship and materials, harmony of external design with existing structure or structures, and location. Any alteration in the exterior color of any structural improvement shall be subject to the prior approval of the Association (Section 1(h)).

9. Exterior Radio and Television Equipment: No towers, antennae, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on any portion of the properties, except by installations inside structures constructed on any residential units or the common area, or by underground conduits. All other types of appliances or installations upon the roofs or sides of any structure situated upon a residential unit shall be prohibited unless: (1) installed in such a manner as not to be visible from neighboring property or adjacent streets, and (2) approved by the Association (Section 1 (i)).

10. Garbage Collection: All rubbish, trash, and garbage shall be removed from the properties regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, wood pipes, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or

contiguous streets. No incinerators shall be kept or maintained on any residential unit (Section 1(j)).

11. Infections, Plant Disease or Insects: No owner shall permit any thing or condition to exist upon any portion of such owner's residential unit or limited common area allocated to such unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects (Section 1(l)).

12. Reasonable Inspection: During reasonable hours, any member or representative of the Board shall have the right to enter upon and inspect any portion of the properties and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with. Such persons shall not be deemed guilty of trespass by reason of such entry, provided 24 hours' prior written notice has been given to the owner of any residential unit entered upon (Section 1(m)).

13. Trade or Business: No gainful profession, occupation, trade or other nonresidential use shall be conducted in any residential unit or upon the common area or limited common area or any portion thereof (Section 1(n)).

14. Governmental Compliance: Each owner shall comply promptly with all laws, statutes, ordinances, rules, and regulations of federal, state, or municipal governments or authorities applicable to use, occupancy, construction, and maintenance of any improvements upon the residential units (Section 1(o)).

15. Additional Restrictions: The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the properties, including the units, common area, and limited common areas, provided such rules and regulations are not inconsistent with the Declaration (Section 2).

HEARTHSTONE MANOR HOME OWNERS ASSOCIATION, INC.

RULES AND REGULATIONS

RESOLUTION 2-89, FEBRUARY 6, 1989

1. Parking areas, Private Streets and Driveways:

- a. Parking of vehicles, including motorcycles, motorbikes, trailers or bicycles, which prohibits the use of guest parking spaces or driveway areas is prohibited and may result in towing or removing of the vehicle without notice, at the owner's expense.
- b. Traffic flow at the entrance of the property is one-way, with the eastern most lane one-way for inbound traffic only and the western most lane one-way for outbound traffic only. Exiting or entering the property in the wrong lane is extremely hazardous and prohibited.
- c. No U-turns are permitted on the streets within the property.
- d. The speed limit within the property is 15 miles per hour.
- e. All vehicles within Hearthstone Manor must be properly licensed and in operable condition. Inoperative vehicles shall not be stored on the property. Violations may result in towing without notice, at owner's expense.
- f. Vehicles infrequently driven or improperly licensed shall not be stored in common area parking spaces.
- g. No major repairs to vehicles shall be done on the property.
- h. Motorcycles, motorbikes, motorscooters or other similar vehicles shall not be operated within the property except on roadways only and for purposes of transportation to and from the property.
- i. No motor home, mobile home, recreational vehicle, camper, watercraft or other large vehicles shall be allowed to park in common area parking spaces, on streets or driveways other than overnight or weekend parking unless specific written permission is granted by the Board of Directors.
- j. The regular parking of any commercial vehicle on limited common area or common area property is prohibited. Garage parking is permitted.
- k. Violation of any of the above rules may result in appropriate action for enforcement of the rules and/or towing without notice, at owner's expense.

2. Pet Responsibility:

- a. Ownership of a pet carries with it the responsibility to be considerate of ones immediate neighbors as well as all Hearthstone Manor residents. All pets are expected to be maintained within the resident's unit in a quiet manner.

- b. Pets are not to be outside the unit without being on a leash as required by the Metro Leash Ordinance.
- c. Pet owners are encouraged to walk pets along the outer perimeter of the property. Pet droppings in any other area of the property must be properly cleaned up immediately by the pet owner.
- d. Pets must not be left unattended outside the owner's unit.
- e. Violations of the above pet rules and regulations may be subject to a fine of \$25.00 for the first recorded offense and \$50.00 for the second recorded offense, only after notice to the owner and a hearing by the Board of Directors. Continued violations may result in other action by the Board of Directors as provided by the "Declaration of Covenants, Conditions and Restrictions" .

3. Lake and Surrounding Grounds:

- a. Swimming or bathing in the lake is prohibited.
- b. Fishing in the lake is reserved for residents and their invited guests. Children must be supervised by an adult at all times.
- c. Cleaning of fish is prohibited anywhere on the common area of the property.
- d. Boating on the lake is prohibited.
- e. Nothing should be placed in the lake of an aquatic nature.

4. Tennis courts:

- a. Guest shall be accompanied by an owner unless the are in-house guests.
- b. Players shall wear appropriate attire which will include shirt and regulation tennis shoes.
- c. No bicycles, skateboards, roller skates or pets are allowed within the fenced area of the tennis courts.
- d. Players are to show proper tennis etiquette at all times.
- e. Last player should make sure that the lights are turned off and all gates are locked before leaving the courts.
- f. Trash should be removed from the courts by respective players.
- g. Tennis courts are not to be used for any purpose other than the playing of tennis.

5. Use of Common Area, Limited Common Areas and Common Utilities:

- a. Only lawn maintenance personnel will be permitted to use common area water unless otherwise permitted in writing by the Board of Directors.
- b. Common area or limited common areas shall not be used for storage of any items.
- c. Unit owners, or residents, shall keep balconies, decks and patios clean, orderly and free from clutter.
- d. Balconies, decks and patios shall not be used for storage.
- e. Area under decks shall not be used for storage.
- f. All trash, refuse, garbage and waste of any kind must be placed in appropriate waste containers and kept within the individual's unit except on designated garbage pickup days. All trash, refuse, garbage and waste placed at curbing for pickup must be in a tightly covered container or a tightly secured plastic bag or box.
- g. Water hoses and related equipment shall be removed from the limited common area when not in active use.
- h. Water hoses shall not be stored by attached hangers on exterior of units or decks.
- i. Do not throw cigarette butts or trash on the grounds, streets or driveways. This is unsightly and costly to clean up.

6. General:

- a. If your unit is put up for sale or lease, promptly notify the Management Company.
- b. When your unit is under firm contract to sell, notify the Management Company of the closing date, purchaser's name and agent.
- c. When your unit is leased, notify the Management Company the name of your leasee, the effective date and term of the lease and your new mailing address for the Association's records.