## HERITAGE VILLAGE HOMEOWNERS' ASSOCIATION AMENDED AND RESTATED RULES AND REGULATIONS

- 1. The sidewalks, entrances and drives shall not be obstructed or used for any other purpose than ingress to from the Units.
- 2. No Unit Owner of Lessee shall allow any campers, boats, recreational vehicle, unlicensed vehicle, bus, trailer, or commercial vehicle, or other similar vehicle owned by him, or placed in his carport by a guest, visitor, or by other person, to be parked within the driveways, carport, or guest parking area without Board approval. Vehicles parked in violation will be towed at Owner's expense, when owner fails to move vehicles within 48 hours after written notice.
- 3. No wheeled vehicles of any type, including but not limited to, bicycles, motorbikes, motorcycles, go-carts, automobiles, trucks, all-terrain vehicles, or any off- or on-road vehicles, may be ridden or driven on Common Grounds, except on paved streets. All motorized vehicles must be licensed.
- 4. The 15 mile per hour speed limit and stops at cross streets must be observed.
- 5. The parking areas (except carports) are part of the Common Grounds. Any vehicle that is illegally parked must be reported to the Board of Directors. An individual is not permitted to have a vehicle towed.
- 6. No parking on curbs or grass. Homeowner will be assessed for the damages.
- 7. Only one family may occupy any apartment as a principal place of residence at any one time. Occupancy by unrelated and unmarried individuals shall be limited to one person per bedroom per apartment Unit. (Article V, Section 1, paragraph 2 of the By-Laws.)
- 8. Each unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit, which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside of his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the Rules and Regulations of the Association), or paint or decorate or adorn the outside of his Unit, or shall install outside radio or television antenna, or C.B. radio transmitter, or other equipment, fixtures or items of any kind without written permission from the Managing Agent, acting in accordance with the Board's direction. The foregoing restriction as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio, which is Limited Common Element appurtenant to his Unit. No Unit Owner shall display, hang, or store or use any sign outside of his Unit, in a hallway, or elsewhere, which may be visible from the outside of his Unit, without the prior written permission of the Managing Agent, acting in accordance with the Board's direction. (Article V, Section 1, paragraph 3 of the By-Laws). The maximum size of a for sale sign allowed of three feet in diameter.
- 9. Refuse from each Unit must be placed in covered containers, in sealed trash bags, and placed in designated areas for pickup at such time and place as the Board may direct. Violation of this rule will result in the assessment of a fine in the amount of \$100.00.
- 10. Addition of storm doors or patio covers must be approved by the Board of Directors. Requests to install such items must be sent to the Board in writing. No patio or carport may be enclosed for the purpose of creating a living area (sunroom, game room, etc.).
- 11. No patio/yard sales are permitted on premises at any Unit due to traffic and parking problems.
- 12. Planting or removal of trees or shrubbery is not permitted without written approval of the Board.
- 13. No pets may be kept on a patio or Common Ground. Pets must be kept on a leash when walking outside your Unit. Walk areas for pets are limited, so be considerate of your neighbors. Carry a scoop and plastic bag and dispose of properly. Any violation of Heritage Village rules and/or Metro-Nashville Leash laws must be reported to the Board in writing.
- 14. Freestanding basketball goals and goals attached to the exterior of Units are prohibited. This includes goals placed in both Common Element areas and Limited Common Element areas.
- 15. Satellite dishes must be installed on a pole in a bucket of concrete on the patio, and may not be visible outside of the unit. Satellite dishes which are visible outside the unit, installed in a Common Area, or attached to a Common Element will be removed without notice at the expense of the owner.

- 16. Owners who lease their units (in accordance with the Sixth Amendment to the Master Deed) are required to furnish a copy of the lease agreement to the Association's Managing Agent or the Board of Managers within seven (7) days of execution, as well as the name and contact information for the lessee(s), and proof, via a statement signed by the lessee(s) and unit owner, that the lessee(s) have been provided copies of the Master Deed and Rules and Regulations. Owners are required to insure that lessees abide by all rules and regulations of the Association and are responsible for any damages to the Association's property as may be caused by said lessee. Absentee owners relinquish all rights to Association amenities and pass these rights on to lessees for the term of their lease, except that absentee owners shall retain voting rights and may serve on the Board of Managers. Owners who lease their units must abide by the Davidson County occupancy restrictions for apartments. Owners are responsible for payment of fines levied against the leased unit.
- 17. Any violation will result in a \$100.00 fine plus the cost of damaged repair, which shall be deemed a common charge against the unit. Continued and/or repeated violation will result in the assessment of additional fines in increasing increments of \$100.00.
- 18. Nothing shall be done or maintained in any condominium unit or any Common or Limited Common Elements which shall increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof.
- 19. Nothing shall be done or maintained in any condominium unit or in the Common or Limited Common Elements which is in violation of any law.
- 20. The swimming pool may not be used in the course of a business venture, i.e. swim lessons.
- 21. Renters who rent units within the Heritage Village Homeowners' Association after August 10, 2013 are prohibited from having any dogs kept in any unit or on the grounds. Current renters are grandfathered in and may keep their existing dog until such time as the dog has expired, then they will not be able to replace them.
- 22. No Unit or part of a Unit may be offered by its owner to the public at large for temporary transient accommodations. All leases (in accordance with the Sixth Amendment to the Master Deed) must be for a minimum term of one year. Violation of this rule will result in the assessment of a fine in the amount of \$100.00 per day.
- 23. Owners may not install a NEST thermostat in their condominium unless it is installed by a licensed electrician or licensed HVAC technician, and written permission is obtained from the Association.
- 24. As first adopted by the Board in January 2014, all homeowners are required to have their dryer vent cleaned every two years and sign and return a form provided by the Association that the dryer vent cleaning has been completed. The Association shall mail the form to each homeowner in January of even numbered years, and owners are required to return the form by March 31st the same year. The form is also available on the Association website at www.heritagevillagecondo.com
- 25. As first adopted by the Board in January 2014, all homeowners with wood burning chimneys are required to have their chimneys cleaned and inspected every two years and sign and return a form provided by the Association that the chimney has been cleaned and inspected. Alternately, homeowners may select the option to not use their fireplace in lieu of having their chimney cleaned and inspected. The Association shall mail the form to each homeowner with a wood burning fireplace in January of even numbered years, and owners are required to return the form to the Association by March 31st of the same year. The form is also available on the Association website. The form is also available on the Association website at www.heritagevillagecondo.com
- 26. Portable moving containers, commonly referred to as PODS, are not permitted to be placed on the premises without the prior written permission of the Association. Dumpsters and/or portable moving containers are only permitted for a limited time to be determined by the Board of Directors.

The Board of Managers (in conjunction with the owners of condominiums in Heritage Village, if applicable) reserve the right to make such other rules and regulations from time to time as may be deemed needful for the

safety, care, cleanliness and comfort of owners and tenants, including but not limited to the Rules and Regulations covering the use of swimming pool, club house, garden areas, common areas, common drive, and parking areas. Said Rules and Regulations shall be a part of the By-Laws.

Any consent or approval given under the Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board.

The violation of these Rules and Regulations by an Owner shall result in the Board having the right and option to enter upon such Unit or Limited Common Element or to remove or change any condition causing or resulting in such violation and to correct such violation. Any such entry, removal, or change shall be deemed to be with the consent of the Owner and Tenant and such Managing Agent or Board Member shall not be liable for trespass, conversion, or any action based upon such entry, removal or change made upon reasonable cause that such violation existed.