

# EMERY PLACE CONDOMINIUMS

## RULES AND REGULATIONS

*Revised February 2022*

These Rules and Regulations, as revised, are following the Declaration of Covenants, Conditions and Restrictions and the Bylaws of Emery Place Condominium Association.

### Section I - Building Exteriors and Common Grounds in General

1. Each Unit Owner/Resident(s) shall keep his/her Unit's parking area, sidewalk, front yard and patio in a **clean and orderly** condition. No trash refuse or other type of debris shall be kept on, around or thrown from doors, windows or patios.
2. None of the following shall be allowed to be **stored on or to obstruct** the complex entrance, unit entrances, front yards, sidewalks or common parking, including but not limited to: motorcycle, mini-bike, all-terrain vehicle, utility trailer, mobile home, mobile storage unit, camper, all-terrain vehicle, recreational vehicle, boat, canoe, kayak or any other water craft or water sports equipment. Other **items not allowed** to be stored on or around the common grounds are: tricycle, bicycle, trampoline or other types of motorized or non-motorized children's toys, basketball hoops, sports apparatus and equipment.
3. **Nothing shall be attached to or hung** from the building exteriors, including roofs, window trim, doors, gutters, soffits or patio fence exterior. Do not hang any items from **brick or wood trim**. Do not penetrate wood trim or brick with hooks or nails.
4. Any Homeowner(s) using their chimney must have their **chimney cleaned yearly** to protect our community from fire. A fire that begins in your chimney because of failure to complete the routine maintenance would be **the homeowner's financial responsibility**.
5. No **window or door** shall be tinted or have tinting materials applied other than low E- glass or a factory installed clear window film which blocks harmful UV rays and doesn't compromise views or change the appearance or color of the actual glass. All interior curtains, drapes, sheers, blinds or shutters should be white or cream in color or have backing material in white or cream in color.
6. No window or door shall be illuminated or have attached to or posted any type of signage, notice advertisement or inscription, except for a standard sized "For Sale" or "For Rent" sign in the respective front yard or window, or small "Security" sticker on the door exterior. All other signage, advertisement or notice must be pre-approved in writing at the Board of Directors' or Managing Agent's discretion for a limited time only.
7. No **awning(s)**, radio or television **antenna** (including satellite dish) shall be attached to the exterior of any Unit, including the roof, soffits or patio fencing. No antennas (including satellite dish) shall be installed without prior written approval by the Board of Directors or Managing Agent and must be installed inside the patio area on an independent pole at or below the patio fence height.

8. No utility or **storage type shed** shall be attached to the exterior of any building or placed in any common areas. Any utility or storage type shed placed or stored inside an individual patio area must meet specific specifications (including being no higher than the surrounding patio fencing) and must be pre-approved in writing by the Board of Directors or Managing Agent.
9. **Patios** shall not be decorated or covered by any type of mounted awning or tenting other than a standard free-standing patio type umbrella which must not interfere with the fencing, gutters or roofing material of the respective or adjoining Unit(s). These restrictions shall not be construed to prohibit a Unit Owner/Resident(s) from placing and maintaining outdoor patio furniture or decorative foliage of a customary nature and appearance on his/her own patio. **No climbing foliage** is allowed on fencing. No items are to be placed along or beside the **outside** of patio fencing.
10. Except for **seasonal/holiday decorations**, no portion of the exterior of any building (including doors, windows, light fixtures, trees and shrubs) shall be decorated by any Unit Owner/Resident(s). Any such seasonal/holiday decorations can be displayed (interior or exterior) for a limited time only, not to exceed 30 days prior and 30 days past each respective holiday.
11. In compliance with **Metropolitan Davidson County laws and ordinances**, all **outdoor cooking equipment** (grills - gas, charcoal or otherwise) must be kept at a minimum of ten (10) feet from any building exterior, patio fencing or tree line. When such cooking equipment is in use, have a working fire extinguisher available. After cooking, all flames and/or embers must be extinguished or turned off before abandoning or storing. Do not dispose of charcoals or embers on or around the common grounds.
12. No Unit Owner/Resident(s), including visitor/guests, shall cause or permit any unusual or **objectionable noises** or odors to be produced or emitted from their Unit or around the common grounds. All television(s), radio(s), stereo(s), telephone(s), etc. must be turned to an acceptable level of sound that does not disturb any other Unit Owner/Resident. No musical instruments or sound equipment (including but not limited to, flute, saxophone, drum, guitar, piano, etc.) shall be played at any time that would disturb any other Unit Owner/Resident(s).
13. **All exterior changes** or modifications must be pre-approved by the Board of Directors. Exterior paint color, style and color of any replacement doors (front and back), storm doors, windows, window screens or screening material, shutters, fencing, exterior lighting, sidewalks, driveways and landscaping are managed by the Homeowners' Association. Any change or modification requests must be submitted in writing to the Management Company, including plans and detailed specifications, to be presented to the Board of Directors for review and approval.
14. **All exterior doors** (front and back), storm doors, **windows** and exterior **porch lighting** (not including the post security lighting) are the **Unit Owner/Residents' responsibility** for upkeep, maintenance or replacement. They can be replaced as needed at the Unit Owner/Residents' own expense and must meet certain specifications as follows:

- **Storm door:** must be **bronze** (or the darkest brown available) in color with matching bronze or gold hardware, full glass, not tinted or have tinting materials applied other than Low E-glass or clear window film which blocks harmful UV rays and doesn't compromise views or change the appearance or color of the actual glass with no etching or special glass design and no screening material. Contact the Management Company for recommendations.
- **Front door:** must be six-panel, primed steel that must be painted to match current exterior color (contact Management Company for paint color formula) with Unit numbering to match as closely as possible to current numbering and be consistent with other Units.
- **Replacement windows:** can be wood, vinyl or fiberglass, double hung styling, no grids, full screening, no tinting or tinting materials applied other than low E-glass or a factory installed clear window film which blocks harmful UV rays and doesn't compromise views or change the appearance or color of the actual glass. Exterior frame color must be as close to the existing exterior window trim as possible. Do not purchase white frames. Painting vinyl windows is not recommended and may void your window warranty. Contact the Management Company for recommendations.
- **Porch Light:** can be bronze, black, burnished gold or gold in color and should closely resemble the current fixtures in design and size. For greater security, a dusk to dawn motion feature is recommended.

15. **Yard sales, garage sales, or patio sales** are not allowed at the individual units or on the common grounds.

16. An **Estate Sale or Living Estate Sale** may be held once for the benefit of a Unit Owner or Owner's estate only. The Management Company must be contacted either in writing or via e-mail with a request to conduct any such sale. Estate sales must be held inside the Unit with specific time limitations set and pre-approved at the discretion of the Board of Directors prior to any such sale being advertised or conducted.

## **Section II - Landscaping**

1. Each year the Association will have **mulch or straw** installed in all Common Areas that require mulch including individual front yards. Any other form of mulch other than that placed by the Homeowners' Association may be removed and replaced at the Unit Owners' expense.
2. Due to safety concerns, **rocks, lava rocks, stones and small pebbles** are not approved and will not be allowed in the individual front yards or around the common grounds. The Homeowners' Association and/or the landscape company, while performing regular or requested landscape maintenance, will not be held responsible for broken windows, doors or any other damage incurred to surrounding property due to a violation by any Unit Owner/Resident(s) in this respect.

3. Unit Owner/Resident(s) are **not allowed to plant trees or shrubs** in or around the **common areas** or inside the **patio** areas. Unit Owner/Resident(s) are responsible for the upkeep and maintenance of any plantings inside the patio area. Shrubs in the patio area may be planted in large pots only. No **climbing foliage** is allowed on the fences; however, a trellis may be used. Any cost for repairs to the patio fencing, aggregate patio, brick structure, door trim or window framing for damage caused by plantings inside the patio area will be assessed to the respective Unit Owner/Resident(s).
4. Decorative seasonal plantings, such as **perennial or annual flowers**, may be installed by Unit Owner/Resident(s) in their respective front yards at their own expense. It is the individual Unit Owner/Residents' responsibility to maintain such plantings.
5. The Homeowners' Association will not be responsible for any **plantings or shrubs installed by individual** Unit Owner/Resident(s) and will be assessed any cost related in upkeep and/or removal of such. Aggressive spreading **ivy or vines** is not allowed.
6. Wooden **landscape ties** are not permitted due to wood rot and termite infestations. Do not build up **flower beds** against fences inside the patio area due to eventual wood rot. Any fence damage caused by built-up flower or vegetable beds against the fences will be the Unit Owner/Residents' responsibility.
7. Please contact the Management Company **regarding suggestions**, options and resources for upkeep or removal of any existing tree, shrub, vine, etc.

### **Section III - Trash Collection and Refuse**

1. Each Unit has two (2) assigned **in-ground trash containers** for personal use. The corresponding Unit Number is painted on the inside of the lid of each receptacle. Trash collection/pick-up is once per week (excluding holidays and severe weather conditions).
2. All personal **household trash** must be placed **inside** plastic, biodegradable or paper bags and securely closed prior to placing into the in-ground trash container(s). Large 30-gallon bags do not fit in these trash containers. It is best to **use 13-gallon tall kitchen bags**. Do not use numerous small bags. Loose trash, drink cans/bottles, cigarette butts, paper or any other type of debris or refuse should not be placed inside the in-ground containers **unless bagged**. Trash bags should not be overfilled or forced into the containers to the point they cannot be securely closed, or trash easily removed. **Do not step on trash container lids** to try to force an overfilled bag to fit! Lids must close securely.
3. All **boxes or cardboard** containers (large or small) must be **broken down** before placing into the in-ground container or leaving on top of the containers for pick-up on the scheduled pick-up day. All **excess trash** bags that do not fit into the assigned trash containers must be kept **inside** your respective Unit or within a closed trash receptacle in your patio area until the **specific day of pick-up**. No bags containing household trash should be left sitting outside **overnight**. **All trash container lids must be closed completely to reduce animal intrusion and rainwater which could rust your trash can insert.**

4. If **negligence** causes the need for a replacement trash container, the homeowner will be held liable.
5. **Children** must not play in or around, jump on top of or run across the in-ground trash containers. **Pets** should not be allowed to walk around, across or to relieve themselves near the trash containers.
6. All **large items** such as household furnishings, cleaning equipment, appliances, exercise or lawn equipment, etc. and/or other large quantities of debris or refuse, including lawn or yard debris, that is not considered normal household trash **must be disposed of off-site** by the Unit Owner/Resident(s) and not left at or around the in-ground containers for pick-up.

#### **Section IV - Vehicles, Parking and Restricted Storage**

1. Each Unit has **two (2) assigned parking spaces** for personal use. The corresponding Unit Numbers are marked within each designated space. There are several easily identifiable **Guest/Visitor parking** spaces throughout the complex. Guest/Visitor parking should be for **short term parking only (3-day maximum)**, not permanent or long-term parking or as an alternate parking option for multiple vehicles or for **airport parking**. If an overnight visitor needs more than three days, please contact the Management Agent to request an extension. The Homeowners' Association reserves the right to have **vehicle(s) in violation towed or removed** from the property **without further warning or notice** at the Unit Owner/ Resident's own expense.
2. All personal vehicles(s) belonging to Unit Owner/Resident(s), including all visitor guest's vehicle(s), must be **street legal**, properly licensed, tagged and in good working order.
3. No personal vehicles belonging to Unit Owner/Resident(s), including all visitor/ guests, with a noisy **muffler** or emitting any type of **toxic substance**, including but not limited to fluids and smoke, may be parked or stored on the property.
4. Other than contracted workers retained by the Homeowners' Association, none of the following shall be allowed to be parked in any parking space, included but not limited to: electric, motorized or non-motorized equipment or vehicle licensed as a **commercial vehicle** or **commercial equipment**, personal or business vehicle covered by body wrappings or displaying company/business logos, information or advertisements. **Car covers are not allowed.**
5. No personal vehicle(s) belonging to Unit Owner/Resident(s), including all visitor/guests' vehicles, shall be **washed** or have any type of **mechanical maintenance** or work performed on the vehicle in or around the common grounds or within the confines of the Emery Place Condominium Complex.
6. No personal vehicle(s) belonging to Unit Owner/Resident(s), including all visitor/guests' vehicles, shall be parked in such a manner as to **obstruct access** to the entrance or exit of any Unit or block any other vehicle from safe entrance or exit from the complex or any designated parking space. **Do not park crossways or diagonally** across two spaces. **Park in your designated spaces only.**

7. All vehicles, including visitor/guests' vehicles, must observe the **14 MPH speed limit** as posted near the entrance of the complex or speed bumps may be installed!

## **Section V - Pets**

1. Each Unit has a maximum **two (2) pet limit** (including dogs, cats, birds, etc.). Each pet has a maximum weight restriction of **twenty (20) pounds**. In accordance with **Metropolitan Davidson County laws and ordinances**, farm animals, livestock, non-domesticated and/or exotic pets are not allowed. All pet(s) will be subject to the written pre-approval of the Homeowners' Association and all rights are reserved by the Homeowners' Association to allow or disallow any such pet(s).
2. All Unit Owner/Resident(s), including visitors/guests, must abide by the **State of Tennessee and Metropolitan Davidson County leash laws and ordinances**. All such pets are considered "in-door" pets and must not be allowed to **roam freely** throughout the property, common areas or adjoining properties. Pets are not allowed to be on **patio** areas without supervision. All pet owners are responsible for the behavior of his/her respective pet(s) and controlling said pet(s) accordingly. All Unit Owner/Resident(s) will be held liable for any damage caused by their pets on the common grounds of the property, including but not limited to sidewalks, driveways, trash containers, etc.
3. All pet(s) should be **walked** in the common area away from mulched areas, buildings, windows, sidewalks, driveways, patios and common walking paths.
4. All pet owners, including visitor/guests, are responsible for removing, cleaning up after and properly **disposing of solid pet waste from all areas**. **Do not dispose, leave or drop pet waste baggies in or around the common grounds, or in-ground trash containers (unless contained within your personal trash).**

## **Section VI - Firearms, Weapons, Explosives or Unlawful Substances**

1. **Firearms**, including handguns, shotguns, rifles, BB guns, pellet guns, stun guns, tasers, knives, machetes, slingshots, firecrackers, fireworks or explosives of any kind or any other type of weapon or explosive will **not be permitted** on or around the common grounds. All the aforementioned that may be owned or in the possession of any Unit Owner/Resident(s), including any visitor/guests, must be in compliance with all registration, permitting requirements, laws and ordinances of Metropolitan Davidson County and the State of Tennessee.
2. **Illegal narcotics** or substances of any kind, including plant material, liquid or powder contained in paper, pill, syringe or any other form, that is in violation of any State or Federal Laws will **not be allowed** on or around the common grounds. Any suspicious activity or complaints will be reported to local police officials for resolution. Any costs associated therewith will be assessed to the respective Unit Owner/Resident(s).
3. Drunken, belligerent, threatening, aggressive or **disruptive behavior** will not be allowed on or around the common grounds and will not be tolerated. Any such uncontrolled

behavior will be reported to local police officials for resolution. Any costs associated therewith will be assessed to the respective Unit Owner/Resident(s).

## **Section VII - Association Fees, Violation Assessments and Fines**

1. **Monthly Association Fees** are due and payable on the **1<sup>st</sup> of each month** and will be considered late after the 15<sup>th</sup> of each month. A late fee in the amount of \$20 will be assessed for any payment received after the 15<sup>th</sup>. Late fees will carry forward each month and will continue to accrue an additional **\$20 late fee** each month until paid in full. Monthly Association Fees are subject to yearly increases as determined by the Board of Directors on behalf of the Homeowners' Association. A notice of no less than 30 days will be mailed out for any increase or change in the monthly Association fee stating the start date and amount of any such increase to be implemented.
2. **All violations** of these Rules and Regulations will be recorded and a **Notice of Violation(s)** will be given accordingly. If a Notice of Violation(s) is ignored, the Homeowners' Association reserves the right to act, **assess fines** and pursue all available outlets to remedy each violation. Violations shall be punishable by a **fifty (50) dollar fine** and **all pet violations will increase by twenty-five (25) dollars for each subsequent violation**. All costs incurred for repair of any damages and costs associated with pursuing other remedies of each violation will be assessed against the Unit Owner/Resident(s).
3. For the **first violation**, the violation will be recorded, and a **Courtesy Notice** will be sent to the Unit Owner which will state the specific violation, including a deadline date in which to correct the violation(s), the amount of the potential fine that will be assessed if the violation is not corrected by the deadline and instructions for appeal. If the Courtesy Notice is ignored and the terms are not corrected by the stated deadline then a **Notice of Violation and Fine** will be sent stating the violation has not been corrected and a second deadline will be set and a **fine of \$50** will be assessed.
4. Each Courtesy Notice will inform the violating homeowner that **an appeal may be filed in writing** to the property manager no later than **seven (7) days** from the date of the notice. Upon receipt of an appeal, the property manager will present the appeal to the Board of Directors for determination within seven (7) days. The result of the determination will then be sent in writing to the homeowner.
5. If a Notice of Violation and Fine are ignored and terms are not satisfactorily met, an **additional fine will continue to be assessed** until after a **third violation notice** is sent and the deadline has passed with no correction. The Homeowners' Association will then pursue all available outlets to remedy such violation(s) at its discretion and any costs incurred will be assessed against the respective homeowner. This includes continuing fines if the violation may not be corrected by outside outlets.
6. Complaints and violations of an **unlawful nature** will be reported to the **local police department** immediately to ensure the safety of the residents and the community and to protect the Homeowners' Association's assets. The Homeowners' Association reserves the right to take any action necessary and to pursue all available outlets to remedy any

violations. Costs associated with these types of violations shall be assessed against the Unit Owner/Resident(s).

7. Complaints and violations concerning **pets** shall be recorded the same as above in keeping with the **Davidson County Leash Law** and any **noise law** for the repeated disturbance of other residents. All costs incurred will be assessed against the Unit Owner/Resident(s).

## **Section VIII – Notifications**

1. The Board of Directors has **authority to enforce** all Rules and Regulations.
2. Any consent or approval given under these Rules and Regulations may be added, amended or repealed at any time by **a resolution** of the Board of Directors.
3. Unit Owner/Resident(s) shall be subject to such **further restrictions** as may be contained in the Rules and Regulations of the Association concerning the use of the Units and Common Elements which may be enacted or repealed from time to time by the Board of Directors.
4. All Homeowners must provide written notice to the HOA Management Company thirty (30) days **prior to the proposed sale, lease or transfer** of their unit(s).
5. All Unit Owner/Resident(s) shall be subject to the Declaration of Covenants, Conditions and Restrictions, Bylaws, Amendments and the Rules and Regulations of Emery Place Condominium Homeowners' Association. A copy of the Rules and Regulations shall be provided to any **Selling Agent** at the time any property is placed on the market for sale and to any **Agent of a Management Company** providing services on behalf of any Unit Owner(s). A copy of the Rules and Regulations shall be provided by the Unit Owner(s) or Agent for Management Company on behalf of Unit Owner(s) to any respective **tenant(s) prior to signing a lease commitment** and occupancy of any Unit. Any committed tenant shall **sign a receipt** for these documents and the receipt shall be returned to the Emery Place Management Company **prior to their occupancy**. All unit owners must provide the Management Company with a Resident(s) Information Form for emergency purposes. **A fine will be issued** if a tenant receipt and Resident Information Form is not received prior to occupancy of any Unit.
6. Members of the Board of Directors, Management Company, Managing Agent and any contractor or worker **authorized** by the Board of Directors, **may enter any Unit** or room of any building at a reasonable hour of the day for the purpose of **inspecting such Unit** for health, safety and maintenance problems, including but not limited to the presence of vermin, insects or other such pests and for the purpose of taking such measures as may be necessary to remedy any such problem.
7. All homeowners must have a current **Resident(s) Information Form** on file with the property manager. This is for emergent purposes and will only be shared with the Board of Directors and kept secure at the office of the property manager.



## **Section IX – Questions, Complaints and Concerns**

1. To avoid any miscommunications, all **questions**, complaints, concerns, requests or notices regarding the following should be sent **in writing** via **e-mail or USPS mail** to the Management Company:
  - Service, maintenance, upkeep and/or appearance of the Units
  - Actions of a Unit Owner/Resident(s), a potential violation of the Rules and Regulations or suspected illegal activity
  - Giving notice, request for inspection of property for repairs or request for modification or installation
2. On **all correspondence**, please identify yourself as an Emery Place Condominium Owner or Resident and include your **full Name, unit number, contact information** (telephone number and e-mail address), landlord contact information (name, telephone number and e-mail address) and state the specific issue in detail to:

McGarr & Associates  
**Attention: Brooke Bolinger**  
640 Spence Lane, Suite 205  
Nashville, TN 37217

E-mail: [brooke@mcgarr.net](mailto:brooke@mcgarr.net)  
Phone: 615-366-8876

**Thank you.**