

This Instrument Prepared by:

Scott D. Weiss, Esq., CCAL

Ortale Kelley Law Firm

330 Commerce Street, Suite 110

Nashville, TN 37201

Prepared from information provided

By and at the direction of the Arbor Crest

Owners Association

Board of Directors

Karen Johnson Davidson County
Batch# 800893 REST
02/07/2022 09:52:30 AM 7 pgs
Fees: \$37.00 Taxes: \$0.00
20220207-0013657

ARBOR CREST OWNERS ASSOCIATION

RULES & REGULATIONS

PARKING POLICY

Adopted January 14, 2022

These Rules and Regulations have been adopted this 14th day of January, 2022 pursuant to the Powers and duties granted to the Board of Directors in Article VI, Section 12 of the Declaration of Restrictive Covenants, Conditions and Restrictions for Arbor Crest, as amended by the Amendment to Declaration of Covenants, Conditions and Restrictions for Arbor Crest, and Article VII, Section 1, part (a) of the By-Laws of Arbor Crest Owners Association.

The Rules and Regulations have been so adopted by the Board of Directors to ensure compliance with the Declaration of Covenants, Conditions and Restrictions for Arbor Crest, of record in instrument number 20081201-0116546 in the Registers Office for Davidson County, Tennessee said Register's Office ("Declaration"), and By-Laws of Arbor Crest Owners Association ("By-Laws"), and any and all amendments thereto (all collectively referred to as "governing documents").

The procedures contained within these Rules and Regulations shall not prohibit the Association from exercising any and all remedies available to it contained within the said Declaration, By-Laws or under Tennessee Law.

These Rules and Regulations are intended to supplement but not supersede all others contained in the Declaration and By-laws. The Board may amend this document at any time without a vote from the Association membership.

All capitalized terms not otherwise defined herein shall have the meanings set forth in the governing documents.

VEHICLES:

1. Definitions.

- i. **Vehicle.** Means any motor vehicle including but not limited to any car, truck (including sport utility vehicles [SUV] and pickup trucks), motorcycle, motorized scooter and any motorized vehicle which may be used to transport one or more persons or which is used for any other private, non-commercial use purpose.
- ii. **Other Private Use Vehicle.** Means any motorized or non-motorized camping vehicle, recreational vehicles, boats and other watercraft, lawnmowers, four-wheelers, tractors, mobile homes (with or without wheels) and any other vehicle which is neither designed or used for daily transportation or conveyance of people or materials.
- iii. **Commercial Vehicle.** Means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property or is ordained with any sign, magnet or wrap which is used to advertise or promote any product or service, or as may be further defined in Tenn. Code Ann. §55-50-102.
- iv. **Trailer.** Means an unpowered vehicle or camper towed by another vehicle which may be used to transport a Vehicle or Commercial

Vehicle as defined herein, or which may be used to transport materials used for construction, landscaping or any other materials.

- v. Vehicle or Vehicles. Private Use Vehicles, Other Private Vehicles, Commercial Vehicles and Trailers collectively.
- 2. Article VI, Section 3, part (c) of the Declaration prohibits junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair from being parked on the property.
- 3. Article VI, Section 3, part (c) of the Declaration further prohibits any Owner or Owner's guest from parking vehicles on the public streets, and affirmatively states that all vehicles shall only be parked in the driveway or in a structure designed for such purpose.
- 4. In accordance with Tennessee Code Annotated § 55-16-103, a vehicle will be determined abandoned and subject to towing if:
 - A. Vehicle is over four (4) years old and is left unattended for more than ten (10) days.
 - B. Is in obvious state of disrepair and is left on Arbor Crest property for more than three (3) days.
 - C. Has remained illegally on Arbor Crest property for a period of more than forty-eight (48) hours.
 - D. Has remained on Arbor Crest property without the consent of the Arbor Crest Owners Association Board of Directors for more than forty-eight (48) hours.
 - E. Has been stored on Arbor Crest property for more than thirty (30) days.

Vehicles in violation of Article VI, Section 3, part (c) of the Declaration and/or Tennessee Law as recited above, may be towed or booted. The owner of any vehicle towed or booted shall be responsible for all fees which may be assessed due to such towing.

- 5. All vehicles, without exception, shall be towed at owner's expense if said vehicle is found to be improperly parked. Improperly parked vehicles include, but are not limited to those that are:
 - A. Parked in an identified no parking zone.
 - B. Parked on the curbing, grass, or sidewalk. Any repair cost associated with damage caused by an owner, or their guest(s), shall be the Owner's responsibility.
 - C. Parked in a direction which is opposite of the flow of traffic.
 - D. Blocking the entrance or exit into the community, or parked in such a manner to impede or prevent ready access to the property.
 - E. Parked in a space not normally assigned to that owner's unit.
 - F. Parked in violation of Article VI, Section 3, part (c) of the Declaration for more than twenty-four (24) hours.

6. With the exception of minor routine vehicle maintenance (the determination of which may be at the discretion of the Board) including, but not limited to the changing of damaged tires, oil changes, windshield wiper blade replacement, etc., neither the Owner, nor guest(s) shall perform mechanical work on vehicles upon any Lot or Association Common Area.
7. Motorcycles are considered a vehicle and are not allowed under any circumstances to be ridden or parked anywhere except the parking areas used by cars. They are specifically barred from using the sidewalks, patios, or lawn areas for any purpose.
8. In addition to and exclusive of the Enforcement provisions and remedies available to Arbor Crest below, the violation of any parking restriction recited within these Rules and Regulations may, at the Board's discretion, result in the towing of the owner's vehicle at the vehicle owner's sole cost and expense **and without prior written notice of such violation.**
9. **South Side Towing & Recovery, Inc. ("South Side")** has agreed to provide all towing services. South Side is located at **332 Wilhagan Road, Nashville, TN 37217 and may be contacted at 615-770-2780.** The Board reserves the right to contract with South Side or any towing company which, in its decision, will provide the highest level of towing services to Arbor Crest.

Towing Fees. All fees listed below are subject to change by South Side. Notice of all changed fees will be published to Owners.

- \$160.00 per vehicle, per incident (if picked up within 2 hours of towing).
- \$217.78 per vehicle, per incident (if picked up after 2 hours of towing-day 1).
- \$30.00 per day, per vehicle, per incident (after day 1).

10. **Excluded Vehicles.** Vehicles which are owned by any Federal, State, City or County government that, as a requirement of the Residential Unit Owner or Residential Unit occupant's employment, must be parked within Arbor Crest in a manner which would otherwise be a violation, shall be excluded from any restriction within these Rules and Regulations.

Enforcement:

1. **General:** Except as otherwise noted in these Rules and Regulations, the Declaration and/or By-Laws, violation of these Rules and Regulations will be enforced as follows:
 - a. **First Notice:** Owner and tenant/occupant (if applicable) will be mailed a written notice detailing the violation and action(s) to resolve the infraction. Ten (10) calendar days will be given to resolve the violation.

- b. Second Notice: Owner and tenant/occupant (if applicable) will be mailed a second written notice detailing the violation, action(s) to resolve the infraction, and a fine of \$25.00 will be levied against their account. Ten (10) calendar days will be given to resolve the violation.

If the violation continues past the Ten (10) calendar days, an additional five (\$5.00) dollars per day will be assessed and will continue for up to four (4) weeks from the date of the ten (10) calendar day expiration in the Second Notice.

- c. Third Notice: If the violation remains unresolved after the aforementioned four (4) weeks, the Owner and tenant/occupant (if applicable) will be mailed a third written notice informing them that the violation has been referred to the Arbor Crest attorney for enforcement.

Continuing Violations:

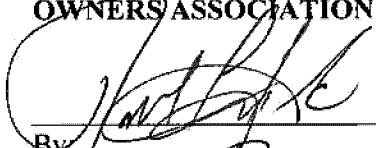
Any vehicle, commercial vehicle or trailer parked in violation of or within three (3) hours of the twenty-four (24) hour limitation of this part, which is removed and returned within forty-eight (48) hours of such removal, shall be considered a continuation of the previous violation and not a new violation., shall be considered a continuation of the previous violation and, at the Board's discretion, will be enforced in accordance with the relevant next part of these Rules and Regulations or towed or booted.

The Arbor Crest Owners Association Board of Directors or its Managing Agent or Property Manager will refer the violating Owner and/or tenant/occupant to its attorney who will seek all remedies available within the Declaration, By-Laws, at law and in equity to Arbor Crest for enforcement. Violation of any provision of these Rules and Regulations shall be enforceable in the same manner that non-payment of Assessments, Common Expenses and Special Assessments are enforceable in the Declaration including lien rights; and the remedies provided to the Association for other violations of the Declaration including late fees and/or interest provided for therein. The violating Owner and/or tenant/occupant shall be liable for all costs of the enforcement of these Rules and Regulations, including reasonable attorney's fees.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 14 day of January, 2022.

**THE ARBOR CREST
OWNERS ASSOCIATION**


By: _____
Its: President Rob L. Fitzpatrick

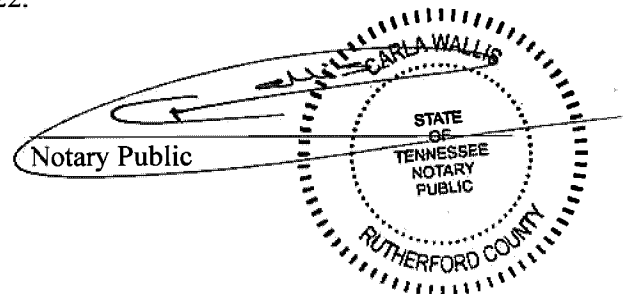
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared R. Fitzpatrick with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of the Arbor Crest Owners Association, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by himself as such President.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 13th day of January, 2022.

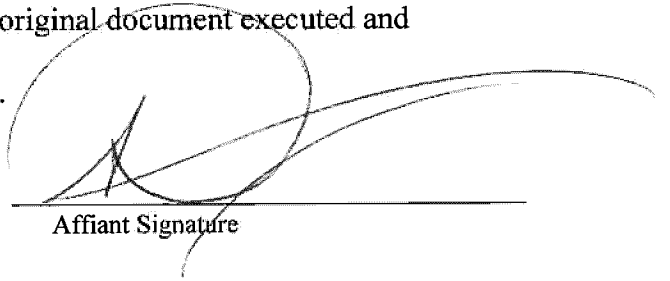
**My Commission Expires
November 20, 2023**

My Commission Expires:



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on January 14, 2022.



Affiant Signature

1-14-22

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 14th day of January, 2022.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

