

AMENDMENT B

BYLAWS OF THE COTTAGES AT
INNSBROOKE HOMEOWNERS
ASSOCIATION, INC.

THIS INSTRUMENT PREPARED BY:
INNSBROOKE BOARD OF
DIRECTORS, 363 FOREST GLEN
COURT, MURFREESBORO, TN 37128

2017 BYLAWS - RULES AND REGULATIONS

ARTICLE I

NAME AND LOCATION

Section 1. Principal's Office.

The name of the corporation is THE COTTAGES AT INNSBROOKE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 363 Forest Glen Court, Murfreesboro Tennessee 37128.

Section 2. Place of Meetings.

All meetings of the Association shall be held at the Clubhouse located at 363 Forest Glen Court, Murfreesboro, Tennessee 37128, or at a location designated by the Board.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to THE COTTAGES AT INNSBROOKE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Board" means the Board of Directors of the Association.

Section 3. "By-Laws" means the By-Laws of the Association and shall be amended from time to time.

Section 4. "Common Area" and "Common Elements" means all the property except for the Units and the Private Elements and, without limiting the generality of the foregoing, shall include those items defined as "general common elements," including the following:

- (1) The Parcel;
- (2) All drives, access roads, parking area and open spaces on the parcel as shown on the plat;
- (3) All foundations, main walls, from the studs out and columns, or roofs;
- (4) All yards, and gardens, except as otherwise provided or stipulated;
- (5) All compartments or installations of central services such as power, light, gas, water and the like;
- (6) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit or serving only such Unit);

Section 5. "Property" means all the land, property and space now or hereafter comprising the parcel, and all buildings, structures and other improvements now or hereafter erected, including the building and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, fixtures, for enjoyment of the Unit Owners.

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Section 6. "Unit" means an enclosed space intended for occupancy as a single family residential living unit.

Section 7. "Unit Owner" means, collectively if more than one, the person(s) whose estate(s) or interest(s) aggregate fee simple ownership of a Unit, and pays assessed maintenance dues to this Association.

ARTICLE III

Section 1. Rules and Regulations.

In order to assure the peaceful and orderly use and enjoyment of the buildings and Common Elements of the Property, the Board from time to time may adopt, modify and revoke in whole or part such reasonable rules and regulations, to be called Rules and Regulations, governing the conduct of persons in said Property as it may deem necessary. The Rules and Regulations also shall be subject to any additions, modifications and revocations adopted by a vote of not less than sixty-seven percent (67%) of the members of the Association at any meeting duly called for that purpose. The Rules and Regulations, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Unit Owner and shall be binding upon all members and occupants of the Property.

These Rules and Regulations will be enforced by a Rules and Regulations enforcement committee, which will be selected by the Board of Directors.

The initial Rules and Regulations shall be these:

- (1) Units shall be occupied in a manner consistent with the rules and regulations promulgated by the Secretary of Housing and Urban Development for 55-or-Older Housing, pursuant to the Housing for Older Persons Act of 1995, as codified at 42 U.S.C. §3607(b)(2)(c). To maintain the COTTAGES AT INNSBROOKE status and be in compliance with the Housing for Older Persons Act of 1995 (HOPA), a HUD/HOPA Verification of Occupancy Survey will be completed every "even" calendar year (2018, 2020, etc.) Each unit must be for residential purposes only; no more than two (2) persons, one of whom is at fifty-five (55) years of age and none younger than twenty-one (21), may permanently occupy any unit. The Board may grant written permission for a third person to occupy a Unit if the third person's occupancy is necessary to care for either or both primary occupants. That third person must be over the age of twenty-one (21). No Unit, or any portion of any Unit, may be rented. No homeowner or realtor may place any person in a unit for any purpose without the approval of the majority vote of the Board of Directors.
- (2) No one may carry on any unlawful, noxious, or offensive activities in any Unit or elsewhere on the Property, nor may anyone do anything which constitutes a nuisance causing unreasonable noise or disturbance to others.
- (3) No one may carry on a trade or business of any kind in any Unit.
- (4) Each Unit Owner must maintain his/her Unit interior in good condition and in good order and repair. The Unit Owner may not do or allow to be done anything in his/her Unit which would increase the cost of or cause the cancellation of insurance on other Units or the Common Elements.
- (5) No clothing, sheets, blankets, laundry or other articles (other than draperies, curtains, or shades of a customary nature and appearance), shall be displayed, hung, stored, or otherwise used inside or outside the Unit so as to be visible outside of the Unit. No

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furniture, equipment or other personal articles shall be placed in the entrances or other Common Elements.

- (6) No Unit owner may paint, decorate, or adorn the outside of his/her Unit, nor make any exterior modification(s) including, but not limited to installation of a canopy, awning, etc., without prior written permission from the Architectural Review Committee of the Board of Directors. A Unit Owner may, however, place and maintain outdoor furniture and decorative foliage of a customary nature on his/her patio or porch. The installation of any radio, television aerial or antenna, or satellite dish must comply with all building codes. It is preferred that the installation of same shall not be visible from the street or attached to the brick façade of the unit, as long as signal reception is not impaired, causes unreasonable delays, or unreasonably increases the cost of installation to ensure safety and minimize any visual effect.
In the event that the Unit Owner cannot comply with the above restrictions, the Unit Owner shall submit a proposed installation location to the Homeowners Association Board of Directors. The Board will meet within five (5) days of the submission of the proposal and contact the Unit Owner with the Board's decision within seven (7) days of the submission.
- (7) No sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door or other part of the property, except such as shall have been approved in writing by the Board; nor shall anything be projected out any window of the building without similar approval, except one (1) For Sale sign may be placed in the front yard. The sign size may not exceed 3 ft. x 3 ft., and a sign indicating the presence of a monitoring system.
- (8) No one may damage the Common Elements or unreasonably interfere with their use, maintenance or operation.
- (9) No alteration of any Common Elements, or any additions or improvements thereto, may be made without the prior written approval of the Board. Any Unit Owner may make alterations, additions, or improvements within his/her Unit without written approval provided, however, that the Unit Owner is responsible for any resulting damage to other Units, the Common Elements, the Property, or any part thereof.
- (10) No animals may be raised or bred in any Unit. No more than two (2) four-legged pets (cat and or dog) may be kept in a Unit. Pets must be kept in strict accordance with the Rules and Regulations and any applicable local government regulations. They may not be kept for any commercial purpose, nor constitute a nuisance to others. All dogs owned by Unit Owners and kept in a Unit shall be on a leash while outside the Unit.
- (11) Trash, garbage and other waste must be kept in sanitary containers and be disposed of in a clean and sanitary manner. Trash containers must not be visible from any street except immediately before and after trash collection times. At all other times, trash containers should be properly sealed and stored in the Unit's garage.
- (12) Articles of personal property belonging to any Unit Owner, i.e., tools, furniture, clothing, etc., may not be stored or kept in or on any part of the Common Elements.
- (13) No Unit Owner may overload electrical wiring or operate any machines, appliances, accessories, radios, or equipment, which might cause an unreasonable disturbance to others.

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- (14) No fencing other than privacy fencing may be erected on the Property.
- (15) No structure such as a tent, shack, barn, or outbuilding, is permitted on the Property at any time, temporarily or permanently without the prior written permission of the Board.
- (16) Vehicles other than the Unit Owner's personal vehicles (including, but not limited to, trailers, boats, boat trailers, motor homes, large commercial trucks, etc.) may not be parked on any COTTAGES AT INNSBROOKE street or parking slot, except for loading and unloading, for a period no longer than 24 hours. Such vehicles and accessories may, however, be parked inside the Owner's closed garage.
- (17) The Board is concerned with keeping the exterior of all Units attractive, in good repair, and in conformity with the overall community appearance. Permission from the Architectural Review Committee of the Board of Directors must be obtained in writing, prior to any addition or alteration to the exterior of a Unit, including but not limited to: storm doors, storm windows, vertical rising garage doors and privacy fences.
- (18) **Due to safety and liability issues, no** Unit Owner or occupant nor any family member, agent, invitee, guest or licensee of a Unit Owner or occupant shall be allowed on the roof of the buildings or in any heating, air-conditioning or electrical equipment rooms constituting Common Elements without the express permission of the Managing Agent or the Board.
- (19) All damage to the buildings or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article
- (20) No Unit Owner shall interfere in any manner with any portion of the heating, air-conditioning or lighting apparatus constituting part of the Common Elements and not part of the Unit Owner's Unit.
- (21) No Unit Owner shall use or permit to be brought into the building any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board.
- (22) Garage doors shall be kept closed except when opened for the purpose of ingress and egress or for short periods of time while working on outside projects. However, when the outside temperature exceeds 75 degrees, doors may be raised to a height of 12" – 18" from the ground for ventilation purposes.
- (23) Names are not allowed on homes or mailboxes on a permanent basis but will be permitted during Holidays or Special request made to the Board.
- (24) The Unit Owner must keep the interiors of their Units clean and free from obstructions. The Board and the Managing Agent assume no liability for loss or damage to articles stored or placed in the building.
- (25) Any damage to the buildings or equipment caused by Unit Owners or their family members, agents, invitees, guest or licensees shall be repaired at the expense of the Unit Owners responsible.
- (26) Unit Owners shall be held responsible for the actions of their family members, agents, invitees, guests and licensees.

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- (27) Complaints regarding the management of the buildings and grounds or regarding the actions of other Unit Owners shall be made in writing to the President of the Board.
- (28) No Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or other residents of adjoining Units, nor shall any nuisance or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.
- (29) The Common Elements are intended for use for the purpose of affording movement within and among the buildings and of providing access to the Units. No part of the Common Elements shall be obstructed so as to interfere with its use for the purposes hereinabove recited, nor shall anything be done thereafter in any manner that may increase the rate of hazard and liability insurance covering said area.
- (30) The use of the Units, the buildings and the Common Elements by the Unit Owners and their family members, agents, invitees, guest and licensees at all times shall comply with all applicable laws, ordinances and regulations, including any restrictions on use imposed by applicable building codes.
- (31) Invalidation of any part or any one (1) or more of these Rules and Regulations by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. These Rules and Regulations may be added to, amended or repealed at any time by the Board of Directors.

YARD DECORATIONS RULES AND REGULATIONS

- 1. Trellis' or lattice work...May not be added to front porches.
- 2. Birdbaths...Must be placed in back yards
- 3. No ornaments or decorations may be hung from trees.
- 4. Nothing can be attached to the house except poles for American flags. All flags must be in good condition. Any damaged flags must be replaced.
- 5. Garden hose hangers may be attached to the side or back of the Unit, however, Unit Owners with front water faucets wishing to leave garden hoses attached shall use decorative hose holders (concealing hose). This holder will be placed on the ground under faucet location.
- 6. No decorations are allowed on mailboxes except at Christmas.
- 7. No change to color of doors or shutters is allowed without Board approval.
- 8. No benches or chairs are allowed in front yards.
- 9. Statues...One statue and one garden flag are allowed per Unit in front yard or porch and must be no higher than two (2) feet.
- 10. Planters...All residents may adorn their porches with as many non-hanging plants and or flowers as they see fit as long as they are alive and well maintained.
- 11. Flowers...May be planted in mulch in front or side yard of Unit.
- 12. Wreaths...May be hung on front doors.
- 13. Shepherd Hooks...One per unit in mulch.
- 14. Edging of plants...Only one layer of edging may be installed and it should be secured in the ground. The edging cannot be laid on top of ground.

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15. No planting of trees or additional shrubs in front yard without Landscaping Committee and Board approval.
16. No artificial flowers.
17. All bird feeders and chimes must be in back yard.
18. Shrub or flower containers may be placed in common area between driveways of Units, by the house.
19. Any unit with landscaping lights must be same size, shape and style and kept in working order.

These guidelines allow each homeowner to have a total of five possible yard decorations in the front yard or porch area if #9(2), #10, #13, and #12 are all used.

GROUNDS

Your assistance in the orderly maintenance of the grounds and yard plantings in a manner keeping with the overall community appearance is required. Any landscaping additions or alterations or any request to plant trees, shrubs, etc., must be submitted in writing for prior approval to the Landscaping Committee of the Board of Directors.

1. Additions to the yards such as, but not limited to, plantings must be submitted in writing for prior approval from the Landscaping Committee of the Board of Directors.
2. The Board supervises the weeding, watering, and general care of the Common area, the entrance and median strip, the corner plantings, the walkways, and any future common facilities.
3. Residents shall water their lawns and shrubs. Lawns and shrubs that deteriorate or die will be replaced at the Owner's expense.
4. THE COTTAGES AT INNSBROOKE Homeowners Association arranges and pays for grass cutting, weeding, fertilization and trimming during the growing season, and leaf removal during the fall.
5. Areas within the privacy fence are unrestricted as to planting and arrangements. Planting outside the privacy areas must be submitted for prior approval to the Landscaping Committee of the Board of Directors.
6. Unit Owners shall pick up trash in their yards and keep their sidewalks swept.

STREETS AND PARKING

All COTTAGES AT INNSBROOKE streets are private property and are maintained by the COTTAGES AT INNSBROOKE Homeowners Association, not the city of Murfreesboro.

1. Residents shall park their cars in their garages. If the owner has one (1) more car than the capacity of his/her garage, then the owner shall park such car in the driveway clear of the sidewalk. No cars shall be parked overnight on COTTAGES AT INNSBROOKE streets. Also no owners shall park their cars in the parking spots provided for visitors only.
2. No parking is allowed on COTTAGES AT INNSBROOKE streets. Visitors may park in the drive way of a Unit Owner or in parking slots provided for this purpose.
3. Temporary street parking shall not be directly opposite driveways.
4. All residents and guest shall observe all posted speed limits (not to exceed 20 miles per hour). Owners are responsible for informing guest of the applicable speed limits.
5. No bicycle riding is allowed on the sidewalks or grass. No bicycle riding by a non-resident is allowed unless accompanied by a resident.

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PETS

1. All pets owned by Unit Owners must be kept inside the Unit or Privacy area and must be on a leash when being walked.
2. No pets shall be tied at any time outside a Unit, or in a garage if the garage door is partially or fully open.
3. No pets shall at any time be allowed to run or roam at will.
4. Pet owners are to prevent their dogs from urinating on mailbox post, fire hydrants and street light posts.
5. Unit Owners are responsible for the removal and disposal of any pet droppings and must prevent such from occurring in or around other residents' lawns or shrubs.
6. Pets shall be exercised on a walking leash not more than six (6) feet long.
7. Any pet causing or creating a nuisance shall be removed by the Unit Owner from the COTTAGES AT INNSBROOKE upon the Unit Owner's receipt of written notice from the Board. "Nuisance" shall be defined as, but not limited to, any behavior or condition of the pet that diminishes the beauty, cleanliness, or quietness of the community.
8. A Unit Owner of a pet is liable for any damages resulting from any activity of the pet.
9. Animals found running loose shall be deemed strays and subject to impoundment without advance notice to the owner.

CLUBHOUSE

1. Each Owner is provided with a key which opens the secondary lock to the clubhouse. A replacement key is available from the Board upon the payment of a \$5.00 fee.
2. Owners may schedule private parties by contacting the Chairman of the Clubhouse Committee in writing. A "private party" is defined as one limited to guest invited by a homeowner host. The homeowner has exclusive use of the entire clubhouse during such private party.
A deposit of \$75.00 shall accompany the written reservation request. This money will go toward the upkeep and supplies for the clubhouse. If the premises are properly cleaned and restored to order following the event, and if it has been ascertained that there has been no damage or breakage, \$25.00 of the deposit shall be returned. The resident renting the clubhouse for a private party shall supply all paper products to be used at that party. At any other gathering, residents may use any supplies available in the clubhouse. Any written request for a private party may only be made three (3) months in advance of the date requested. If the request for a private party is cancelled at least seven (7) days before the requested date, then the \$75.00 will be refunded. Any damage to the clubhouse, its furnishings or equipment is the responsibility of the host. Such damage to furnishings or equipment shall be repaired, or the items in question replaced if necessary, at the expense of the host. The clubhouse may be reserved for a five (5) hour period, including preparation and cleanup time. Provided there are not scheduling conflicts, the Clubhouse may be reserved for a longer period of time upon request.
Due to limitations in the amount of parking provided at the Clubhouse, host of parties larger than 25 persons should make carpool arrangements. As approved by the Murfreesboro Fire Department, use of the Clubhouse is limited to no more than 99 people for any one event. The four (4) doors must remain unlocked during the event.
3. There will be no wedding receptions or parties allowed other than those for a Unit Owner or a member of his/her family.

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4. No children's' or teenagers' parties are allowed.
5. No private parties on holidays are allowed. The Clubhouse shall be open to all residents at such times.
6. The Clubhouse shall be used only for lawful purposes and activities.
7. Use of the Clubhouse is denied for any Unit Owner who is delinquent thirty (30) days or more.
8. Use of the Clubhouse for community parties are free of cost and have first pick of times and dates over any private party. A "Community party" is limited to COTTAGES AT INNSBROOKE residents only. Any gathering of residents at the clubhouse at any time is open to all homeowners. No formal invitations are necessary.
9. To avoid injury, use of the equipment in the workout room will be limited to residents only. No children are allowed to use the exercise equipment at any time.

HOLIDAY DECORATIONS

Homeowners shall be allowed to decorate the outside of their homes for holidays only as follows:

All holidays, except for Christmas, may be decorated one (1) week before the holiday and decorations must be removed no later than one (1) week after the holiday.

Christmas decorations may be put up four (4) weeks before December 25th and must be taken down no later than January 10th. Because of the colder weather in December, outside decorations may be put up in November but may not be turned on until four (4) weeks before December 25th.