

## **ROSE PARK CONDOMINIUMS**

### **RULES AND REGULATIONS**

1. No unit shall be used for any purpose other than as a private residence.
2. No business, trade or profession shall be conducted in any unit. No exterior signs shall be erected or displayed.
3. No unit owners, or any agent of a unit owner may display "For Sale", "For Rent" or other similar signs anywhere in or on the common elements or limited common elements.
4. There shall be no obstruction of the common elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the common elements without the prior written consent of the Board unless expressly permitted by the Rules and Regulations.
5. No dogs, cats, birds, reptiles, rabbits, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept in any unit or upon the common elements.
6. No vehicles of a size larger than a SUV and no mobile home, recreational vehicle, boat, boat trailer or the like shall be parked within the community, except for those vehicles temporarily within the community for the purpose of servicing the community itself or one of the units, without written consent of the Board of Directors. No unit owner or unit owner's guest(s) shall improperly park his or her motor vehicle(s) in any of the parking areas in violation of the rules and regulations of the Association.
7. No portion of the common elements or other portion of the community shall be used or maintained for the dumping of rubbish or debris except in designated areas. Trash, garbage or other refuse shall be kept in securely closed sanitary containers for weekly or more frequent collections. Unit owners shall deposit all trash and refuse removed from his or her unit in the receptacle designated for such purpose.
8. No exterior loudspeakers shall be permitted, nor shall unshielded floodlights be installed on any unit on the area around any unit or any balcony, patio or terrace appurtenant thereto.
9. The owner of each unit, regardless of type, shall not cause or permit any clothes, sheets, blankets, laundry, flags, or banners, of any kind or other articles to be visible to the exterior, or otherwise hung on or displayed on balconies, on banisters, the outside of windows or placed on the outside of window sills, walls or balconies of any building or in any parking areas; and no signs or awnings, fence canopies, shutters, or radio or television antennas, aerials or satellite dishes shall be erected or installed in or upon the common elements or any part thereof without the prior consent of the Board. Unit owners shall not have the right to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings or any parking area. Each unit owner is

responsible to promptly report to the Board any defect or need for repairs, which may be the responsibility of the Association.

10. In order to provide an orderly procedure in the case of title transfers, and to assist in the maintenance of a current, up to date roster of unit owners, each unit owner shall give the manager of the Association, timely notice of his intent to list his unit for sale. Upon closing of title shall forthwith notify such manager of the names and home addresses of the purchasers.

11. No unit owner or occupant shall build, plant or maintain any matter or thing upon, in, over or under the common elements.

12. Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of his or her unit, including any skylights, and also the front door and any doors leading onto the balcony, terrace, or patio adjacent to his unit.

13. No unit owner or occupant shall burn, chop or cut anything on, over or above the common elements.

14. To the extent that equipment, facilities, and fixtures, within any unit(s) shall be connected to similar equipment, facilities or fixtures affecting or serving other unit(s) the common elements, then the use thereof by the individual unit owners shall be subject to the Master Deed, the By-laws and these Rules and Regulations.

15. Nothing shall be done or kept in any unit or in or upon the common elements which will increase the rates of insurance of any building or the contents thereof beyond the rates applicable for units, without the prior written consent of the Board. No unit owner shall permit anything to be done or kept in his unit or in or upon the common elements which will result in the cancellation of insurance on any building, or the contents thereof, or which will be in violation of any law.

16. No noxious or offensive activities shall be carried on, in or upon the common elements or in any Unit nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents in the condominium.

17. No immoral, improper, offensive or unlawful use shall be made of any unit; and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed.

18. Nothing shall be done to any unit on or in the common elements which will impair the structural integrity of any building or which will structurally change any building. No unit owner may make any structural additions, alterations or improvements in or to his unit or in or to the common elements, without the prior written approval of the Board or impair any easement without the prior written approval of the Board as appropriate. Such authorization, however, shall not incur any liability on the part of the Association to any

contractor, subcontractor, or materialman on account of such addition, alteration, or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The unit owners shall furnish the Board with a copy of any such permit which he has procured.

19. Draperies, blinds, curtains or other window coverings must be installed by each unit owner on all windows of his or her unit and must be maintained in the windows at all times. That portion of the window covering visible from outside of the unit must be consistent with and may not detract from the architectural design of the buildings.

20. The common elements shall be used only for the furnishings of the services and facilities for which they are reasonably intended and suited and which are incident to the use and occupancy of the units.

21. (i) Except as hereinafter provided, no unit shall be leased by the owners thereof or otherwise utilized for transient or hotel purposes, which shall be defined as (A) rental for any period less than ninety (90) days or (B) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverages, maid services, furnishing laundry, linen, and bellboy service. No unit owners may lease less than an entire unit, or may lease the unit to greater than three (3) unrelated individuals.

(ii) Other than the foregoing obligations, the unit owners shall have the right to lease his or her unit provided that any such lease is in writing and made subject to all provisions of the Master Deed, the By-laws of the Association and these Rules and Regulations, and provided further that any failure of the lease to fully comply with the terms and conditions of such documents shall constitute a default under the lease.

(iii) In the event a tenant of the unit fails to comply with the provisions of the Master Deed, the By-laws or these Rules and Regulations then, in addition to all other remedies which it may have, the Association shall notify the unit owner of such violation(s) and demand that the same be remedied within said thirty (30) day period, then the unit owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be comprised or settled without the prior written consent of the Association. In the event the unit owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such actions as attorney-in-fact for the unit owner and at the unit owner's sole cost and expense, including all legal fees incurred. Expenses incurred as a result of such action shall be deemed to constitute a lien on the particular unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of common expenses.

22. Unit owners shall have the right to mortgage or encumber their units provided that any such mortgage or encumbrance, which is not a first lien on any unit shall expressly and automatically be subordinate to the common expense lien of the Association. Any

mortgage or encumbrance concerning a unit which is not so subordinate shall only be placed on the unit with the prior written approval of the Association.

23. All property taxes, special assessments and other charges imposed by any taxing authority are to be separately assessed against and collected on each unit as a single parcel, as provided by the Tennessee Horizontal Property Act. In the event that for any year such taxes are not separately taxed to each unit but to the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his proportionate undivided percentage interest in the common elements.

24. Each unit owner shall pay for his or her own telephone, and other utilities, which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed or which serve common elements shall be treated as part of the common expense.

25. No clothes poles, lines or clothes trees shall be installed or maintained, nor shall any laundry or other thing be hung out to dry outside of any unit.

26. The Board shall have the right to levy fines for violations of these Rules and Regulations, or any such Rules and Regulations subsequently adopted, provided that the fine for a first single violation may not exceed \$50.00. Each day that a violation continues after receipt of notice by the unit owner shall be considered as a separate violation. For a second violation a fine of \$75.00 for each day a violation continues after receipt of notice constituting a separate violation. For a third violation a fine of \$100.00 for each day a violation continues after receipt of notice constituting a separate violation. Any fine so levied shall be considered as a common expense to be levied against the particular unit owner involved, and collection may be enforced by the Board in the same manner, as the Board is entitled to enforce collection of common expenses. Fines are to be paid immediately to the Association. The fines if not paid immediately, will accrue late charges in the amounts of one and one-half per cent per month for every month the fine is not paid. Should levied fines reach \$900.00 or higher and remain unpaid, a lien will be placed on the unit and the owner will have to pay the late fees, lien filing fees, and attorney fees in addition to the lien amount.

27. The Unit Owner is responsible for the acts or omissions to act of his or her respective guest(s). The Unit Owner also is responsible for and shall pay upon demand any fines levied against any of his or her guest(s).