

This Instrument Prepared by:  
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**Prepared from information provided  
By and at the direction of The Brandywine  
Pointe Community Association Board of Directors**

**THE BRANDYWINE POINTE COMMUNITY ASSOCIATION, INC.**

**RULES & REGULATIONS**

**Adopted November, 2015**

These Rules and Regulations have been adopted this \_\_\_ day of November, 2015 pursuant to the Powers and duties granted to the Board of Directors in Article VII, Section 1(a) of the By-Laws of Brandywine Pointe Community Association, Inc. (“By-Laws”).

The Rules and Regulations have been so adopted by the Board of Directors to insure compliance with the Declaration of Covenants, Conditions and Restrictions, of record in Book 8120, Page 170, et seq., said Register’s Office (“Declaration”), and By-Laws of Brandywine Pointe Community Association, Inc. (“Brandywine Pointe” or “Association”), 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.

### **VEHICLES:**

Article II, Section 3, part (c) of the Declaration prohibits trailers, trucks, motorcycles, commercial vehicles, camper trailers, camping vehicles and boats from being parked or kept on any lot at any time unless housed in a garage or basement. Inoperable automobiles, trailers, boats, trucks and other vehicles shall also be prohibited from being habitually or repeatedly parked or kept on any lot (unless they are kept in the garage) or on any street within the Brandywine Pointe subdivision for more than twenty-four hours.

Article II, Section 3, part (d) of the Declaration further prohibits automobiles from being continuously or habitually parked on any street or public right-of-way in the subdivision.

1. In accordance with Tennessee Code Annotated, Section 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 Brandywine Pointe property for more than three (3) days.
  - C. Has remained illegally on Brandywine Pointe property for a period of more than forty-eight (48) hours.
  - D. Has remained on Brandywine Pointe property without the consent of the Brandywine Pointe Board of Directors for more than forth-eight (48) hours.
  - E. Has been stored on Brandywine Pointe property for more than thirty (30) days.

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

2. 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 a 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. Blocking the entrance or exit into the community, or parked in such a manner to impede or prevent ready access to the property.
  - D. Parked in a space not normally assigned to that owner's unit.
  - E. Parked in front of the basement garage door.
3. Neither Owner, nor guest(s) shall perform mechanical work on vehicles on the property. No vehicle may be washed on the property.
4. 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.
5. In addition to the remedies available to Brandywine Pointe 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. **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.**

**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).

## **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 Brandywine Pointe attorney for enforcement.

The Brandywine Pointe 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 Brandywine Pointe 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.

**IN WITNESS WHEREOF**, the undersigned have executed this instrument as of this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**THE BRANDYWIND POINTE  
COMMUNITY ASSOCIATION, INC.**

\_\_\_\_\_  
By:  
Its:

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her oath, acknowledged herself to be the President of the Coach House Association, Inc., and that she 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 herself as such President.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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

\_\_\_\_\_  
Scott D. Weiss

STATE OF TENNESSEE)  
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public for this County and State, Scott D. Weiss, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission Expires: \_\_\_\_\_  
Notary Public