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**Prepared from information provided by and
at the direction of Bixler Farms HOA**

Davidson County	BYLAWS
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20161006-0106099

BIXLER FARMS TOWNHOUSE CORPORATION

RULES & REGULATIONS

Adopted October, 2016

These Rules and Regulations and related Fining Policy have been adopted this **6th** day of **October, 2016** pursuant to the Powers and duties granted to the Board of Directors in Article II, Section 15, part (e) of the By-Laws of Bixler Farms Townhouse Corporation (“By-Laws”), attached as Exhibit “B” to the Declaration of Covenants, Conditions and Restrictions for Bixler Farms Townhomes, A Horizontal Property Regime with Private Elements (“Declaration”), of record in Instrument No. 20070213-0018434, Register’s Office for Davidson County, Tennessee.

The procedures contained within these Rules and Regulations and the fining Policy related thereto, shall not prohibit Bixler Farms Townhouse Corporation (“Bixler Farms”) from exercising any and all remedies available to it contained within the said Declaration and/or By-Laws.

Article I

General Provisions

1. Contact Information: Unit Owners shall be required to provide current contact information to the managing agent and ensure that they provide updated contact information to the managing agent each time such information changes.
2. Residential Use: Each residential Lot shall be used only as a single-family residence.
3. Owners and Occupants Bound: Unit Owners and their tenant/occupants shall jointly and severally be bound by all terms, conditions and restrictions contained within the Declaration, By-Laws, Rules and Regulations and any and all amendments thereto. All Unit Owners and their tenants/occupants shall be responsible for the action(s) of and/or damages to Association Areas and Improvements caused by their respective children, invitees and licensees.
4. Use of Premises. All Units shall be used only for private, single family residential purposes. No more than one family shall reside in any Unit at any given time, the members of which shall be immediate family members in relation to each other.
5. Garbage, Debris and Trash Cans: Unit Owners and their tenant/occupants shall, at all times, store trash cans and recycle bins in such a manner as not capable of being seen from the street or any Unit within Bixler Farms. No garbage, trash or other debris shall be left upon any Unit. No garbage, debris or trash shall be left on the street next to, adjacent to or anywhere other than inside a trash can and outside the view from any street or Unit. All trash and refuse shall be disposed of in the dumpster located within Bixler Farms.

6. No Solicitation: Solicitation is prohibited within the Bixler Farms subdivision without the prior written consent of the Board of Directors, which consent shall be at the sole discretion of the board.
7. Business Use: No trade or business may be conducted in or from any unit, except that an owner or occupant residing in a unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons other than parcel delivery companies, entering the subdivision who do not reside in the association; and (d) the business activity is consistent with the residential character of the properties and does not constitute a nuisance as may be determined in the sole discretion of the board.
8. Exterior Maintenance: Unit Owners, their tenant/occupants shall maintain all exterior surfaces of their Units in a clean and attractive condition. This shall include but not be limited to the cleaning of mold, mildew, mud and other substances off of siding and other exterior surfaces which are recited in Paragraph 14, part (a) of the Declaration of Covenants, Conditions and Restrictions for Bixler Farms Townhomes ("Declaration") of record in Instrument No. 20070213-0018434, Register's Office for Davidson County, Tennessee.
9. Interior Maintenance: The interior of a Unit is the sole and exclusive responsibility of the Unit Owner.
10. Continuing Violations: Violation(s) of any provision of these Rules and Regulations, the Declaration, By-Laws and any and all amendments thereof, by Unit Owners and/or their tenants/occupants within six (6) months of a previous violation, shall be considered a continuation of the previous violation and not a new violation.
11. Governmental Compliance: Each Owner shall comply promptly with all laws, statutes, ordinances, rules, and regulations of federal, state, and municipal governments or authorities applicable.
12. Nuisance: No offensive activity shall be carried on, in or upon any residential Unit or any part of the properties. Furthermore, nothing shall be done there on that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each homeowner's quiet enjoyment of his/her respective home.
13. Unkempt or Unsightly Conditions: It shall be the responsibility of each owner to prevent the development or any unclean, unhealthy, or unkempt condition on his or her unit.

14. Infections, Plant Disease, or Insects: No Owner shall permit anything or condition to exist upon any portion of such unit that shall induce, breed or harbor, infestations, plant disease, vermin, or noxious insects.
15. Community Yard Sale: Community yard sales may be authorized by the Board. No Unit Owner shall be permitted to conduct an individual yard or garage sale.
16. Playground Equipment: No playground equipment, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be allowed upon the Common Area.
17. Guns: The discharge of firearms within the property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.
18. Drainage & Septic Systems: No obstructions or debris shall be placed in any catch basin or drainage area.

Article II

Architectural Standards

1. Air Conditioning Units: Window air conditioning units are not permitted.
2. Temporary Structures: No structure of a temporary character or other out building shall be used on any residential unit, the common area, or limited common area at any time as residence or otherwise, either temporarily or permanently.
3. Exterior Structures: No fences, ornamental screens, awnings, sunshades, or any wall which extends further than any exterior wall of a home built upon any Unit, toward the front or street side of any Unit, shall be erected or permitted upon the properties; except such that are installed in accordance with the initial construction or approved by the Board of Directors Architectural Review Committee ("ARC"). All expenses related to the design and installation of any fence, shall be the responsibility of the Unit Owner to whom the fence shall benefit. Once approved by the ARC, construction must begin within thirty (30) calendar days and the project must be completed within ninety (90) calendar days thereafter in accordance with the written plans that were approved by the ARC, unless the ARC agrees in writing to extend any such time frames.

4. Satellite Dish, Exterior Radio and Television Equipment: Location of any satellite, radio, or other television equipment must be pre-approved by the Board of Directors prior to installation. Notwithstanding pre-approval by the Board of Directors, no antennae, dish, microwave or any other receiver larger than eighteen (18) inches shall be located in the front of any Unit or improvement thereon.
5. Window Coverings: It is the sole responsibility of each owner to provide and maintain suitable window coverings in good repair. Inappropriate window coverings, such as but not limited to, sheets, towels, trash bags, etc. are strictly prohibited. All window coverings facing the outside of any Unit shall be limited to only white vertical blinds in a size no smaller in width than two (2) inches. Unit Owners, occupants and tenants may hang any window coverings which face the inside of their Unit.
6. Architectural Changes: Any change to the exterior of any Unit and improvements located thereon, shall require submission of a written request for such change by the Lot owner, including a description of the location, type, materials, color and duration of project, to the Board Architectural Review Committee through the Association Managing Agent. If the Board does not approve or disapprove the change within thirty (30) business days after submission of the request, the exterior change shall be approved.
7. Door Plaques, Signs. Etc.: No plaques, crests, door knockers, signs or other items shall be placed on the door of any unit without the prior, written approval of the Board.
8. Seasonal Decorations: All holiday decorations must be approved for outdoor use. Except for seasonal holiday decorative lights, which may be displayed between Thanksgiving Day through January 10th only, all exterior lights must be approved by the Board of Directors or Modifications Committee.
9. Storm Door: Homeowners may install a full view storm on their unit. Approval by the Board or Committee is required prior to installation.

Article III

Pets

1. Quantity: With the exception of service and/or emotional support animals with documentation, Unit Owners, tenants and occupants are permitted up to two (2)

domestic pets, including but not limited to dogs, cats and other usual and customary domestic pets.

2. Pet Noise: All pets are expected to be maintained within the Unit Owner's improved Unit in a quiet manner.
3. Livestock & Other Pets: No livestock, poultry, rabbits, rodents, and etc shall be raised, bred or kept in any part of a Unit.
4. Leashes: Pets are not permitted to roam free. All pets are required to be on a leash at all times while outside and be under the control of a responsible person.
5. Pet Waste: All pet owners shall pick up after their pets.

Article IV

Vehicles, Trailers & Parking

1. Garage & Driveway Parking: Owners and their tenant/occupants are required to use the garage and driveway of the respective residential Lot to park their vehicles. Vehicles parked in driveways should not encroach into the street.
2. Prohibited Parking Areas: It shall be prohibited for any single Unit to utilize more than two parking spaces at any given time. Parking on the grass, curbs, and sidewalks is prohibited. Curbs and sidewalks are not designed to sustain the weight of motor vehicles. Any damage caused by parking on the grass, curbs, or sidewalks will be assessed to the offending Unit Owner and/or their tenant/occupants.
3. Street Parking: Parking in the street is strictly prohibited. The streets in the community are not designed to simultaneously accommodate parking and adequate access for emergency vehicles. The only exception is short term parking for service trucks and loading/unloading for the purposes of moving in or out.
4. Maintenance: Vehicle maintenance shall be limited to "light maintenance" which includes but is not limited to an emergency, such as flat tire, dead battery, etc. Unit Owners, tenants or occupants performing maintenance on the property will be subject to fines in accordance with Article VII herein.

5. Prohibited Vehicles: No temporary building, mobile home, trailer home, pre-fabricated home, recreational vehicle, travel trailer or similar vehicle, or any type of offsite developed structure shall be placed, erected, stored, parked, or otherwise allowed on any Lot within the Bixler Farms Subdivision unless otherwise authorized in writing by the Board of Directors.
6. Additional Vehicles: Owners/residents of any unit that have more vehicles than two vehicles shall park additional vehicles in the overflow spaces located adjacent to the common areas.
7. Disabled/Abandoned Vehicles: The storage of disabled or abandoned vehicles, including vehicles with expired registration, is prohibited. If a vehicle is inappropriately parked and the owner cannot be identified, the vehicle will be subject to towing at the owner's expense without prior notification.

Article V

Signs

1. Signs & Billboards: No sign, billboard, streamer, banner or any sign of whatever kind or nature, including but not limited to "for sale", "for rent", political signs and other similar signs, shall be displayed in public view on any portion of the common area (unless placed in such common area by Bixler Farms). "For Sale", "for rent" and other signs may be placed at the front entrance of Bixler Farms outside the gate with the prior written consent of the board. "For Sale", "for rent" and other signs may not be placed or displayed in yards or windows of any Unit.

Article VI

Leasing

1. Definition: "Leasing" for purposes of the rules and regulations is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Unit Owner and whether or not the Unit Owner receives any payment or other compensation as consideration for such occupancy.
2. General: Units may only be rented in their entirety, no fraction or portion may be rented.
3. Transient Tenants: No transient tenants may be accommodated in a Unit.

4. Minimum Lease Term: The initial term for any lease shall be in writing and be no less than a six (6) month term, unless prior written consent is provided by the board. No Unit shall be advertised or occupied as a short-term vacation-type property such as those advertised and leased through websites such as Airbnb, Vacation Rentals by Owner (VRBO) and similar websites.
5. Compliance: Every Unit Owner shall require that all tenants and occupants of his or her Unit comply with the Declaration, By-Laws and all rules and regulations of the Association at all times. Unit Owners, tenants and occupants are jointly and severally liable for violations, fines, and/or penalties for violations.
6. Notification: Unit Owners must provide copies of the Declaration, By-Laws, and the rules and regulations to their tenants and occupants. For all leases, effective after the adoption of these restrictions an addendum for every lease must be completed by both the Unit Owner, tenant and/or occupant verifying receipt of these rules and regulations by such tenant and/or occupant.
7. Documentation: Unit Owners shall remit a copy of the fully executed lease and addendum noted in part 6, Notification, above and provide a copy of a completed background check for all tenants and occupants showing no felony convictions within ten (10) days of the occupancy of any Unit.

Article VII

Enforcement

1. General: Except as otherwise noted in the Declaration, By-Laws, and the Rules and Regulations enforcement will be as follows:
 - a. First Notice: Unit 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: Unit 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 Unit Owner and tenant/occupant (if applicable) will be mailed a third written notice informing them that a lien has been recorded against the Lot and if the violation is permitted to continue, the matter will be referred to the Bixler Farms attorney for enforcement.
- d. Legal Action: Should the violation continue after the third written notice, Bixler Farms, by and through its Board of Directors, will refer the violating Unit Owner and/or tenant/occupant to its attorney who will seek all remedies available at law and in equity to Bixler Farms for the enforcement. Violation of any provision of these Rules and Regulations shall be enforceable in the same manner that non-payment of assessments are enforceable in the Declaration and By-Laws. The violating Unit Owner and/or tenant/occupant shall be liable for all costs of the enforcement of these Rules and Regulations, including reasonable attorney's fees.

Article VIII

Additional Restrictions

The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation use and maintenance of the properties provided such rules and regulations are not inconsistent with the Federal, State, or Municipal Statute or the Declaration and By-Laws.

BIXLER FARMS TOWNHOUSE
CORPORATION



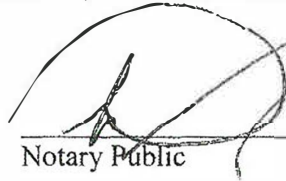
By: Chris Dowlen

Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Chris Dowlen with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his/her oath, acknowledged himself/herself to be the President of Bixler Farms Townhouse Corporation, and that he/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 himself/herself as such President.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 6th day of October, 2016.


Notary Public

My Commission Expires: July 2, 2018

