

**Ray Estates Homeowner's Association Inc.**

**Rules and Regulations**

**Adopted on October 8<sup>th</sup>, 2021**

**Trash**

No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept only in sanitary containers. All containers shall be kept within the garage and out of street view as required except during trash collection period (All day Tuesday and Wednesday since trash runs early Wednesday morning).

**Parking**

Vehicles are to be parked in driveways and/or garage area of the homes/condos. No vehicles are to be parked on front or side lawns of homes, parked on the curbs of the road, or parked for more than 48 hours in the guest parking area. These guest spots are limited and should not be used as a daily parking spot for residents. The board of directors reserves the right to have any vehicle in violation of this rule towed off the premises at the owner's expense.

**Pets/Animals**

All pets must be on a leash when in common areas outside of residence as per the standards of Tennessee State law T.C.A. § 44-8-408. All pet owners are responsible for cleaning up their pet's waste in the common areas and sidewalks. *Additionally, the following breeds of dogs should not be allowed on your premises: Akitas, Chow Chows, Doberman Pinschers, Malamutes, Pit Bulls, Presa Canarios, Rottweilers and Wolf-Hybrids.*

**ARC Requests**

**Any improvements made to properties must comply with Article X of our community charter (see below excerpt). This means that an ARC request must be submitted and approved by the board before any modifications or construction begins. Residents that fail to do so will be issues violation notices and fined per the fine policy for Ray Estates. Per section X of our charter (Page 20) : The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee established in Section 1 of this Article X. This Article may not be amended without Declarant's written consent so long as Declarant owns any property subject to this Declaration. No construction, which term shall also include within its definition staking, clearing, excavation, grading and other site work, the erection, building, or installation of any improvement, and the renovation, alteration or modification of any improvement, including but not limited to painting, and no planting or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until all requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained. "Improvement" shall include, but shall not be limited to, fences, decks, porches, pools, structures of any kind or nature, landscaping, driveways, and sidewalks, it being the intent that the Architectural Review Committee or other committee, as the case may be, have complete control over the appearance of the Lots and Townhomes**

## Fences

Any fences installed in single family homes must be within the standards of our existing fence addendum. Also, no fences can be installed in the condos since all the yards that surround these structures are considered common area and are maintained by contractors through the HOA.

## **Grills:**

*Grill Use/Open Flames Prohibit use of all open-flame heating and cooking equipment such as fire pits or bowls, grills, smokers, and fryers on decks, patios, balconies and within 10 feet of any structure. Restrict storage of such equipment to ground level only and only when cooled. Communicate this policy in writing in lease agreements, rules or by-laws, and via periodic reminders. Open flame equipment presents serious fire and life safety risks to your building and occupants.*

## Fine Policy for Ray Estates

### 1. Type I Fines:

Minor nuisance, Storage, Parking, Not complying with pet rules, Unsightly or Unkept Conditions, Trash Cans, Improper Landscaping, Lawn Maintenance:

- 1st Notice of violation: Courtesy notice/Fine notice (10 days to comply).
- 2nd Notice: 1st Fine Stage (\$25.00) (10 days to comply).
- 3rd Notice: 2nd Fine Stage (\$50.00) (10 days to comply).

Subsequent Notices: Lien and Legal charges will be assessed, and fines will continue to accrue at (\$50.00) for each ten-day period.

### 2. Type II Fines:

Additions/modifications to property or other construction with no prior ARC or Board authorization:

- 1st Notice of violation: 1<sup>st</sup> Fine Stage \$100 (Complete restoration of site to pre-construction/excavation conditions within 10 calendar days)
- 2nd Notice: 2<sup>nd</sup> Fine Stage \$100.00 (10 days to comply)
- 3rd Notice: 3rd Fine stage \$100.00 per day for each continued violation/infraction plus all legal fees. (Immediate lien for collection if necessary)