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LEE CROSSING HOMEOWNER'S ASSOCIATION

PARKING RULES AND REGULATIONS

**Adopted, August 2018
Revised September, 2022**

Prepared by:
Lee Crossing Homeowner's Association, Inc.
c/o Synergy Real Estate
179 Belle Forest Circle, Suite 302
Nashville, TN 37221

These Rules and Regulations have been adopted this 1st day of September, 2022 pursuant to Article IX, Section 7 of the Declaration of Covenants, Conditions and Restrictions for Lee Crossing, Section 1, Units 1-99, of record in Record Book 640, Page 3226, et seq., Registrar's Office for Rutherford County, Tennessee ("Declaration").

The Rules and Regulations have been adopted by the Board of Directors to ensure compliance with the Declaration and By-Laws of Lee Crossing Homeowner's Association, Inc. ("Lee Crossing" 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 to it contained within the said Declaration, By-Laws or under Tennessee Law.

These Rules and Regulations are intended to override and supersede the Association and Rules and Regulations of Record Book 1665, Pages 2463-2468, said Register's Office, but only supplement and 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 XII, Section 1, part (e.) of the Declaration entitles owners to the use of not more than (2) automobile, van, or pick-up truck assigned parking spaces which shall be provided by the Association on the Common Area and Limited Common Area, and which spaces shall be as near and convenient to said Unit as reasonably possible, together with the right of ingress and egress in and upon said parking area.

All vehicles owned and operated by each member of the household are required to be registered with Lee Crossing Board of Directors through its Managing Agent or Property Manager ("Property Manager"). A vehicle registration form will be provided to each unit owner for completion and return to Property Manager within 30 calendar days from the date of receipt. Property Manager will then assign bi-annual parking decals based on the information contained on the vehicle registration form. The parking decal is to be displayed on the passenger side of the rear window. Landlords are to ensure that tenants' vehicle information is collected and forwarded to Property Manager for parking decal assignment. It is the unit owner's responsibility to notify Property Manager of any changes to vehicle information should one or more be disposed of or replaced. Failure to submit a vehicle registration form may result in fines being assessed and/or vehicles be towed.

Residential Units with a garage shall utilize driveway and garage as two (2) allotted parking spaces. Those without a garage shall be allotted two (2) numbered parking spaces at or near the unit. Unit owners or tenants will be allowed two (2) vehicles only per the governing documents. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked, stored, or permitted on the premises. Moving containers (such as PODS) must be placed in Unit owner's or tenant/occupant's assigned parking and not placed within Lee

Crossing common property and may not be present for more than three (3) days. The Property Manager must be notified prior to having any sort of moving container brought on the premise or you will be fined \$100 / day for offense.

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 left unattended in any area, not including assigned parking, for more than three (3) days without notice to the Lee Crossing Board of Directors (hereinafter "HOA Board").
 - B. Is in obvious state of disrepair and is left on Lee Crossing property in or out of assigned parking area for more than three (3) days without HOA Board approval.
 - C. Has remained illegally on Lee Crossing property for a period of more than three (3) days.
 - D. Has remained on Lee Crossing property in any area, not including assigned parking, without the consent of the HOA Board for more than three (3) days.
 - E. Has been stored in or on Lee Crossing common property for more than three (3) days without HOA Board approval.

Vehicles in violation of Article XII, Section 1, part (e.) of the Declaration and/or Tennessee Law as recited above, will be towed **with or without notice**. 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 vehicle owner's expense if said vehicle is found to be improperly parked in accordance with Tennessee Code Title 55. Motor and Other Vehicles § 55-8-160, City of Smyrna Municipal Code Title 15: Motor Vehicles, Traffic, and Parking, and Lee Crossing Parking and Towing Policy. Improperly parked vehicles include, but are not limited to those that are:
 - A. Parked in a no parking zone.
 - B. Parked in front of or across and not properly in a private driveway or designated parking space.
 - C. Parked streetside on any private road within Lee Crossing Community and not in a driveway or designated parking space.
 - D. Parked on the curbing, grass, or sidewalk in any part of Lee Crossing community, Harold Lee Drive included. Any resulting repair cost associated with damage caused by an improperly parked vehicle belonging to unit owner or tenant/occupant, or their guest(s), shall be the unit owner's responsibility.

- E. Blocking any entrance into the community or parked in such a manner to impede or prevent ready and/or safe access to the property. *Tennessee law specifically states that parking within 30 feet of a stop sign is prohibited.*
 - F. Parked within 15 feet of a fire hydrant
 - G. Parked in a numbered space not assigned to that owner's unit, for those units without access to a garage, or parked in another unit's driveway without that unit owner's consent.
 - H. Specific to Harold Lee Drive: Municipal Code, § 15-608 states "It shall be unlawful to park any vehicle on any street between the hours of 1:00 a.m. and 5:00 a.m. unless in a designated and marked parking spot, except that emergency vehicles on emergency calls are hereby exempt from this provision."
3. Except for emergency repairs, neither the unit owner or tenant/occupant nor their guest(s) or mobile mechanic shall perform mechanical work on vehicles within Lee Crossing community.
 4. Motorcycles are considered a vehicle and are not permitted under any circumstances to be ridden or parked anywhere except designated parking areas used by cars. They are specifically barred from using the sidewalks, patios, or lawn areas for any purpose.
 5. Visitor parking shall only be accessed by guests of the Unit owner or guests of tenant/occupant. Unit owner or tenant/occupant shall notify the Property Manager if a guest is expected to utilize visitor parking for more than 72 hours. Except for emergency circumstances and ONLY with approval from the HOA Board, no Unit owner or tenant/occupant shall occupy any portion of visitor parking.
 6. In addition to and exclusive of the Enforcement provisions and remedies available to HOA Board below, the violation of any parking restriction recited within these Rules and Regulations may, at the HOA Board's discretion, result in the towing of the owner's vehicle at the vehicle owner's sole cost and expense **and without prior written notice of such violation.**
 7. Southern Belle Towing & Recovery ("Southern Belle") has agreed to provide all towing services. Southern Belle is located at 1307 South Lowry Street, Smyrna, TN 37167 and may be contacted at 615-500-4149. The Board reserves the right to contract with Southern Belle or any towing company which, in its decision, will provide the highest level of towing services to the Association.

Towing Fees. All fees listed below as a courtesy and are subject to change. Notice of all changed fees will be published to Owners.

\$175.00 per vehicle, per incident (if picked up day one of towing)
 \$43.90 per day, per vehicle, per incident (after day one)
 \$100.00 drop fee per vehicle payable on demand

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. The vehicle will be tagged with a violation notice. One (1) calendar day will be given to resolve the violation.
 - B. Unit owner and tenant/occupant (if identifiable) will be mailed a written notice detailing the violation. A fine of \$100.00 will also be levied against unit owner's account. Should the fine be assessed and remain unpaid after 30 calendar days from the date of the letter, a \$25.00 late fee and \$5.00 admin fee will be levied each month until the fine is paid in full. Regardless of the unit owner or tenant/occupant being identified, the vehicle will be subject to towing.
 - C. If the violation continues to occur, the vehicle will be towed without notice and any applicable fees will be charged against unit owner's account, if identified. Said fees are separate from any towing charges. The unit owner and tenant/occupant will then receive notice that the violation has been referred to the Association's attorney for enforcement.
 - D. The 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 Ortale, Kelley Law Firm 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 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.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 7th day of November, 2022.

**LEE CROSSING
HOMEOWNER'S ASSOCIATION, INC.**

Nora D Mack
By: Nora D Mack
Its: President

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Nora Mack with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon his oath, acknowledged himself to be the President of the Lee Crossing Homeowner's Association, Inc., and that he 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 as such President.

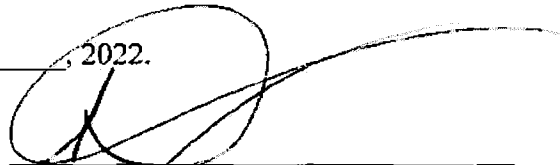
Witness my hand and official seal at Smyrna, Rutherford County, Tennessee this 7th day of November, 2022.

My Commission Expires: 12/18/2022 Jessica Carson
Notary Public



Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on November 9, 2022.



Affiant Signature


11/09/2022

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 9th day of November, 2022.



Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

