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THIS INSTRUMENT PREPARED BY:
KAMAN & CUSIMANO, LLC
9020 Overlook Blvd., Suite 314
Brentwood, TN 37027
(Prepared from information provided
by and at the direction of the Sommersby
Homeowners' Association, Inc.)

SOMMERSBY
HOMEOWNERS' ASSOCIATION, INC.

RULES & REGULATIONS

VEHICLE PARKING AND STORAGE POLICY

Adopted March 2026

This Vehicle Parking and Storage Policy (“Policy”) is adopted by the Board of Directors (“Board” or “Directors”) of Sommersby Homeowners’ Association, Inc. (“Sommersby” or “Association”) in accordance with Article IV, Section 3 of the Declaration of Protective Covenants, Conditions & Restrictions for Sommersby Homeowners’ Association, Inc. (“Declaration”), of record in Book 772, Page 3199, et seq., in the Register’s Office for Rutherford County, Tennessee, and the general powers granted to the Board by Tennessee Code Annotated § 48-53-102.

The Board has adopted this Policy for the purpose of providing more specific and clear direction as to the use, placement and storage of automobiles, boats, trailers and other vehicles as described in Article VII, Section 3 of the Declaration.

These Rules and Regulations are intended to supplement but not supersede all others contained in the Declaration or any amendments thereto. The Board may amend this document at any time without a vote from the Association membership.

All capitalized terms used herein shall have the meanings set forth in the Declaration, By-Laws and all amendments thereto. All complaints regarding non-compliance with Rules and Regulations, the Declaration and/or By-Laws, shall be signed and submitted in writing to the Association managing agent.

A. **Definitions**

1. **Private Use Vehicle.** Means a motor vehicle that is owned, leased, or otherwise controlled by an individual or private entity and is used primarily for personal, non-commercial purposes. These vehicles are not intended for public transport, commercial business operations, or professional services but rather for the personal transportation needs of the Owner, their family members, or other authorized users.
2. **Motor Home.** Means a vehicular unit designed to provide temporary living quarters for recreational, camping or travel use, built on or permanently attached to a self-propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the completed vehicle or as may be further defined in Tenn. Code Ann. §55-50-102.
3. **Recreational Vehicle or Camping Trailers.** Means a motor vehicle designed or modified as a temporary living quarters for recreational camping or travel including, but notwithstanding, travel trailers, camping trailers, truck campers, motor homes, park trailers, camper vans or as may be further defined in Tenn. Code Ann. §55-50-102.
4. **Trailer.** Means an unpowered vehicle or camper towed by another vehicle which may be used to transport a Vehicle or Commercial Vehicle as defined herein, or

which may be used to transport materials used for construction, landscaping or any other materials.

5. **Vehicle or Vehicles.** Private Use Vehicles, Recreational Vehicles, Trailers collectively.

B. **Vehicles.** In accordance with the authority granted to the Board of Directors by Article IV, Section 3 and the general powers granted to the Board by Tennessee Code Annotated § 48-53-102, the Board of Directors hereby adopts this Policy for the purpose of governing the use and maintenance of the Lots.

1. **Prohibited Parking Locations and Storage.** In accordance with Article VII, Section 3(b), no wrecked vehicles in a non-functional condition or vehicles without proper registration shall be parked on any Lot or upon any of the Common Areas. No house trailers, mobile homes, or portable buildings shall be permitted within the Development except for temporary sales trailers and models which receive prior written approval of the Committee. In addition, there shall be no prolonged parking of recreational vehicles, including, but not limited to, camping trailers, boats, and motor homes on any lot, street, or Common Area.
2. **Governmental Regulations.** All vehicles, without exception, shall be subject to fines and further enforcement action if necessary if said vehicle is found to be improperly parked in accordance with Tennessee Code Title 55. Motor and Other Vehicles § 55-8-160 and City of Murfreesboro Municipal Code Title 32: Traffic. 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 the Sommersby community and not in a driveway or designated parking space.
 - d. Parked on the curbing, grass, or sidewalk in any part of Sommersby. 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.
3. **Abandoned Vehicles.** In accordance with Tennessee Code Annotated, Section 55-16-103, a Vehicle will be determined abandoned and subject to fines and additional enforcement action if necessary if:
 - a. The Vehicle is over four (4) years old and is left unattended for more than ten (10) days.

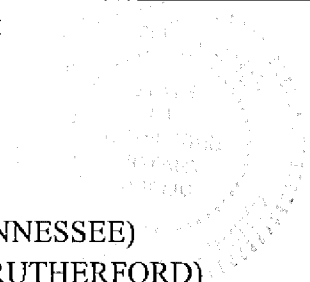
- b. Is in obvious state of disrepair and is left on Sommersby Common Area or Limited Common Area for more than three (3) calendar days.
 - c. Has remained illegally on Sommersby property for a period of more than forty-eight (48) hours.
 - d. Has remained on Sommersby property without the consent of the Sommersby Board of Directors for more than forty-eight (48) hours.
 - e. Has been stored on Sommersby property for more than thirty (30) calendar days.
4. **Routine Repairs**. Routine vehicle maintenance may be performed outside the garage for a period not to exceeding twenty-four (24) hours. This includes standard maintenance such as oil changes, provided they do not create a nuisance or unsightly condition. Any maintenance beyond this time frame, or which involves disassembly, major repairs, or creates an eyesore, must be performed in an enclosed garage or with prior written approval of the Board. Emergency repairs necessary to restore a vehicle to operable condition to allow its immediate removal from the property are permitted.
5. **Motorcycles**. 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.
6. **Excluded Vehicles**. Vehicles which are owned by any Federal, State, City or County government that, as a requirement of the Owner or Occupant's employment, must be parked within Sommersby in a manner which would otherwise be a violation, shall be excluded from any restriction within this Policy.
7. **Enforcement**. This Policy shall be enforced in accordance with the Sommersby Fine Policy which is now or which may be adopted or amended in the future. All violations of this Policy are subject to enforcement procedures outlined therein, including the issuance of violation notices, the imposition of monetary fines, and the suspension of community privileges as applicable.
8. **Applicability**. This Policy shall apply to all Owners, household members, tenants, Occupants, and guests within the Sommersby community. Each Owner shall be held fully responsible for ensuring that their household members, tenants, Occupants and guests comply with these Rules and Regulations at all times. Violations committed by any non-owner shall be deemed a violation by the Owner associated with the property and shall be subject to the same enforcement actions set forth in Paragraph (B)(6) of this Policy, including fines and towing.
9. **Continuing Violations**. Any violation which is resolved but reoccurs within thirty (30) calendar days from the date of resolution shall be considered a continuation of the previous violation and will be subject to further enforcement action which may include additional fines.

Adopted this 20th day of March, 2026, by the undersigned, Brandi Park, President of the Sommersby Homeowners' Association, Inc., who acknowledges and affirms that a meeting of the Board of Directors was held on March 20, 2026 where a quorum of Directors were present and a motion was made, seconded and passed to adopt this Policy.

**SOMMERSBY
HOMEOWNERS' ASSOCIATION, INC.**




By: Brandi Park
Its: President



STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared **Brandi Park** 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 Sommersby Homeowners' 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.

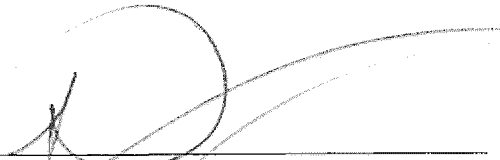
Witness my hand and official seal at Murfreesboro, Rutherford County, Tennessee, this 23 day of March, 2026.


Notary Public

My Commission Expires: 6-22-26

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 March 24, 2026.




Affiant Signature

03/24/2026

Date

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Sworn to and subscribed before me this 24th day of March, 2026.

My Commission Expires: 01/22/2029 
Notary Public

NOTARY'S SEAL

