

STATEMENT OF THE BOARD

These Guidelines and Procedures are not intended to restrict homeowner's rights in any way. Instead they have been put in place so that we can all live in a safe environment that allows our property to maintain a good appearance as well as upholding the value of all of our properties.

None of these procedures were written by any one person, but instead have been written in compliance with the Governing Documents of the Association as well as from concerns voiced by the homeowners of the Mansker Farms Community.

We encourage you to follow these procedures for the benefit of all in our community. If you see anyone not following through on these regulations, please call our property manager at Ghertner and Company and they will contact the party responsible.

If we all work together we can make Mansker Farms a great community for all of us to live in. None of these regulations are hard to fulfill, but if we all abide by them, it will make our community and our property more valuable.

Thank you for your cooperation.

NOTE: The Rules and Regulations contained herein are a summary of the Use Restrictions listed in the Covenants Conditions and Restrictions of the Mansker Farms Homeowners' Association as well as Rules and Regulations established by the Board of Directors. Please refer to your CC&R's if you have any questions regarding the Mansker Farms Association.

MANSKER FARMS HOMEOWNERS' ASSOCIATION

UNDERSTANDING.

YOUR HOMEOWNERS' ASSOCIATION

When you purchased a home at Mansker Farms you automatically became a member of Mansker Farms Homeowners' Association. At the present time, the Association is governed by a Board of Directors consisting of members of Mansker Farms, LLC, the Declarant. The Management firm of Ghertner & Company has been hired to manage the Association. The duties of the Board of Directors are explained in the Homeowners' Association documents. The Association, through its Board, is responsible for architectural control and maintenance of amenities and common areas within Mansker Farms. The Board contracts with outside suppliers to provide landscaping materials and services, management services, insurance, and other items which are necessary to ensure that your Association is maintained as a high quality neighborhood.

As a member of the Mansker Farms Homeowners' Association, you will be responsible for payment of monthly assessments. This assessment provides the Association with funds to pay the expenses for which it is responsible. Each year the Board of Directors prepares a budget by obtaining bids for the goods and services required for the coming year. This budget is then divided by the number of lots within the community to arrive at the annual assessment for which each homeowner is responsible. At the end of the year, you will be furnished with a copy of the budget for the upcoming year. At the present time, the maintenance fee is \$43.00 per month.

You should have received a copy of the Governing Documents for Mansker Farms when you closed on your home. Please be sure to review them carefully as they are as much a part of your new home purchase as the house itself. The purpose of these restrictions is to ensure that your community will remain a beautiful neighborhood and that your new home will appreciate in value.

We look forward to working with you and hope that you enjoy living at Mansker Farms.

MANSKER FARMS HOMEOWNERS' ASSOCIATION

RULES AND REGULATIONS

VEHICLES/PARKING

1. Vehicles shall be parked in the garages or in the driveways.
2. Parking on the grass is not allowed.
3. No more than two (2) vehicles may be parked in any driveway, except for temporary social gatherings and other functions.
4. Parking on the street is prohibited except for temporary social gatherings. (Daily or overnight parking on the street is not considered temporary).
5. Commercial vehicles (tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers may be parked for a period of up to 48 hours until arrangements can be made to park the vehicles off the Mansker Farms property.
6. All Vehicles must have a current registration (tag) and be in operating condition. (A non-licensed, non-operational vehicle may be parked in the owner's garage).
7. Garage Doors should remain closed when not in use.
8. No vehicle maintenance of any kind shall be permitted (except in an emergency situation).

PETS

1. Only two (2) common household pets shall be allowed per home.
2. No animals of any kind shall be kept, bred, or maintained for commercial use.
3. Dogs should be on a leash when outside the home (or under the voice control of the person responsible for the dog).
4. No Dog runs or Dog Houses shall be allowed.
5. Owners shall clean up after their pet(s).

6. Any pet that is allowed to roam free and which creates a nuisance, noise or inconvenience, to other Homeowners, shall be removed at the request of the Board of Directors. If the Owner fails to remove the pet as requested, the Board reserves the right to have the animal removed.

NOTE:

Please remember that Mansker Farms is a community with homeowners living closely to each other. All residents are urged to be conscious of this closeness and to be considerate of other residents living nearby when walking your pet. Please do not walk your pet on your neighbor's property. Being considerate of others will make you a great neighbor and homeowner and a responsible pet owner!

TRASH

1. All trash cans shall be located or screened so as to be concealed from view of neighboring units, streets, and property located adjacent to the Unit. Trash Cans may be placed at the curbside on the day designated for trash pick-up and must be removed from the street at the end of the day.
2. Trash should be kept in cans with tight-fitting lids. The use of plastic bags for storing trash is prohibited.
3. All rubbish, trash, and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon.

SIGNS/OUTSIDE DECORATIONS

1. Signs on any property are prohibited except for one (1) standard **For Sale or For Rent Sign not to exceed 3' x 3' in area**, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale or rent. Signs are not permitted to be placed at the entrance, with the exception that **One (1) Open House Sign** may be displayed at the entrance on the day of the event. The signs must be removed at the end of the day of the event.
2. No artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculpture, fountains, flagpoles, flags, and similar items must be approved in advance by the Board of Directors.
3. Christmas decorative lights, etc., may be displayed between December 1st and January 10th only.

OUTSIDE LIGHTING

All exterior lighting must be approved by the Board of Directors (with the exception of Christmas lights as stated above).

MAILBOXES

All mailboxes in the community shall be uniform; black wrought iron post, black mailbox, and decorative wrought iron works - identical to mailboxes installed by the developer. Mailboxes should be kept in good repair at all times. Repair and/or replacement of mailboxes are the responsibility of the Homeowner. (NOTE: The approved mailbox may be obtained from Sumner County Welding or at Ace Hardware on Goodlettsville Pike).

RECREATIONAL EQUIPMENT

1. No basketball hoops and backboards shall be placed, allowed or maintained upon any portion of the properties, including any unit. NOTE: In 2002, the Homeowners at Mansker Farms requested that the developer reconsider this policy. A ballot was sent to all homeowners asking for their vote on being allowed to have basketball goals at their home providing that they were not used at the curb. The majority of the homeowners agreed to this stipulation and this is the policy adopted by the Board. The developer agreed to amend the CC&R's regarding this change. To date the amendment has not been filed, however, the policy of homeowners being allowed to have a basketball goal with the stipulation above is still the policy of the Association.
2. All playground equipment, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface. No painted wood finish, predominately plastic or metal structures shall be allowed. All playground equipment must be hidden as much as possible from the view of the street and from the view of adjoining lot owners.

SATELLITE DISHES:

Satellite dishes, must be one (1) meter or less in diameter, must be located to the rear of a Lot and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Area. Freestanding antennae must be attached to and located behind the rear wall of the main residential structure. No antenna may be erected on a wooden pole.

TEMPORARY STRUCTURES (TENTS, TRAILERS, ETC).

No tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the properties. This excludes temporary sales trailers or trailers used for transporting and/or storing construction materials by the Declarant or Builder(s).

PAYMENT OF MAINTENANCE FEES

Every owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay, to the Association such regular annual assessments or charges and such special assessments or charges as may be levied by the Association pursuant to the provisions of the Declaration.

Maintenance fees are due on the first of each month. You will be provided with a coupon book and envelopes for your convenience in making your payments. Fees not received by the 15th of the month are considered late and will incur a late charge. Homeowners who are two (2) months in arrears are subject to have a lien filed against their property. **All legal costs incurred in the collection process (attorney fees, court costs, etc) are the responsibility of the owner.**

The continuation of services at Mansker Farms is dependent on the income received from maintenance fees. Non-payment of the fee adversely affects everyone.

GENERAL

1. No items shall be displayed or hung outside the home, i.e., laundry, clothing, etc. Clotheslines are prohibited.
2. Window air conditioning units shall not be permitted.
3. No overhead utility lines, including lines for cable television, shall be permitted within the property.
4. No trees shall be removed from the property, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, and no trees may be added, unless approved by the Board of Directors.
5. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
6. The discharge of firearms within the properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.
7. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas or rechannel the drainage flows, drainage swales, storm sewers or storm drain

8. Units may be rented only in their entirety, no sub-leasing or assignment of leases unless prior approval is obtained from the Board of Directors. All leases shall be in writing and the initial term of the lease shall be no less than six (6) months. A copy of the lease shall be furnished to the Management Company within ten (10) days of execution.

The owner shall furnish the occupants of his/her unit with a copy of the CC&R's, By-Laws, and Rules and Regulations of the Mansker Farms Homeowners' Association as well as a copy of an Addendum to Lease signed by the occupants. A copy of the signed Addendum to Lease shall also be furnished to the Management Company.

The homeowner shall be responsible for all violations and losses to the Common Areas caused by such occupants and may be sanctioned for any violation of the CC&R's, By-Laws, and Rules and Regulations of the Mansker Farms Homeowners' Association.

9. No Trade or business may be conducted in or from any unit, except as outlined under Use Restrictions, Section 25 of the CC&R's of the Mansker Farms Homeowners' Association.
10. No unlawful activity shall be conducted on any Lot or in any other part of the Property. Nothing shall be done within the Property that is an unreasonable annoyance, inconvenience or nuisance to the residents of the Property, or that unreasonably interferes with the quiet enjoyment of the Lots by their respective Owners.
11. No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.
12. Window Treatments - No aluminum foil, newspaper, reflective film, sheets, or similar treatment shall be placed on exterior windows or exterior glass doors.
13. Any vegetation grown on the lot **MUST** be at the rear of the home and not visible from the public street.
14. Each owner shall maintain his lot in good condition at all times. Grass, hedges, shrubs, vines and mass plantings of any type on any lot or any portion of the lot shall be kept trimmed and shall, at regular intervals, be moved, trimmed and cut so as to appear neat and attractive.

NOTES:

VIOLATIONS: Anyone violating the Rules and Regulations established by the Governing Documents and the Board of Directors will be subject to a fine or the loss of use of the amenities of the Mansker Farms Homeowners' Association.

The Board of Directors of Mansker Farms reserves the right to make such other Rules and Regulations from time to time as may be necessary for the safety, care and appearance of the Association.

Adopted by the Board of Directors
August, 2002

MANSKER FARMS HOMEOWNERS' ASSOCIATION

SOLICITATION POLICY

Solicitation on the Mansker Farms Property will not be allowed.

Solicitation shall be deemed to include, but not be limited to, door to door solicitation, company sponsored events, the handing out of distribution of any materials, paraphernalia, pamphlets, samples, or any other items that contain the name, or reference thereof, of a business, product or service as such items would be considered as being used as a means of the promotion of a business, product or service.

Resident adolescents in grades K-12 will be allowed to solicit sale of products, or request monetary contributions for their schools or civic clubs.

Any and all exceptions to this policy will require a written request submitted to the Board of Directors no less than twenty-one (21) days prior to the event. The approval by the Board of Directors would be required, as well as the compliance with the City of Hendersonville's solicitation policy.

Failure to comply with this policy may result in the levying of fines by the Board of Directors.

Approved by the Board of Directors
February 28, 2007

MANSKER FARMS HOMEOWNERS' ASSOCIATION

FINING POLICY

In order to assure compliance with the Covenants, Conditions and Restrictions and Rules and Regulations of Mansker Farms, the Board has established the following guidelines for use in assignment of fines. The Fining Policy steps listed below shall not be considered a pre-requisite to the Board's utilization of any other remedy or method of enforcement available to the Association under the Governing Documents.

Recognizing that some offenses more noticeably affect the safety and appearance of the community as well as property values, we have established some fines for specific violations – the general fining system will be used for all other violations.

GENERAL POLICY

- First Notice – Warning letter with seven (7) day compliance period –
- Second Notice – Fine of **\$75.00** – with a 5 day compliance period –
- Third Notice – Fine of **\$100.00** – with a 5 day compliance period –
- Final Notice - Fine of **\$125.00** – with a 5 day compliance period. If violation is not corrected, Board reserves the right to continue fining the homeowner at the rate of **\$125.00** per month until the violation is corrected.

Fines assessed against a homeowner are debts owed to the Association and are collectible in the same manner as unpaid maintenance fees. This includes legal action to collect the fees owed. Unpaid fines may be reported by the Association to the local Credit Bureau as a debt owed to the Mansker Farms Homeowners' Association.

All collection costs incurred by the Association in collection of a debt will be added to the account of the homeowner.

If the same violation occurs again, the Board reserves the right to fine the homeowner without the benefit of a warning letter.



GHERTNER & COMPANY

50 VANTAGE WAY, SUITE 100, NASHVILLE, TN 37228
(615) 255-8531 FAX (615) 259-4540
www.ghertner.com



MEMO TO: Homeowners – Mansker Farms
FROM: Zee Terry, CMCA, AMS

Any change, alteration, addition, etc., to your home or lot **must** be approved by the Board of Directors **prior** to the change being made.

Please complete the enclosed form and enclose a copy of your plat with your request and mail to my attention at 50 Vantage Way, Suite 100, Nashville, TN 37228. I will forward it to the Board of Directors for their review and approval; you will be advised, in writing, of their decision.

Thank you.

MANSKER FARMS HOMEOWNERS' ASSOCIATION
ARCHITECTURAL IMPROVEMENT
APPLICATION AND REVIEW FORM

Lot Owner(s) _____

Address _____

Phone No. _____

Description of Improvement (include detailed drawings as applicable)

Include a copy of your plot plan (provided in your closing documents), clearly showing the exact location with dimensions of the improvement. Fences cannot be located forward of the building setback lines.

Color (Note: Only a clear sealant can be applied to wooden fences) _____

Construction Materials _____

Contractor(s) _____

If approved, I agree to build the requested improvement in accordance with this application and any attached plans and specifications. I also agree to maintain any improvements at my expense, and to comply with all Mansker Farms regulations that govern lot improvements.

Signature of lot owner _____ Date submitted _____

FOR PROPERTY MANAGEMENT USE

Date Received: _____

Circle: Approved / Disapproved

Reviewed/Inspected by: _____ Date: _____

REMARKS: _____

Response mailed / faxed Date: _____

Please mail request to:

Zee Terry
Ghertner & Company
50 Vantage Way, Suite 100
Nashville, TN 37228
Phone: 277-0320 Fax: 259-4540

PRIOR TO MAILING, PLEASE VERIFY THE ITEMS BELOW HAVE BEEN COMPLETED AND ATTACHED TO THIS FORM, NO REQUEST WILL BE CONSIDERED UNLESS COMPLETE:

- Surveyed Plot Plan with dimensions
- Descriptive Diagrams, Drawings, Brochures etc.

MANSKER FARMS HOMEOWNERS' ASSOCIATION

Homeowner Information Sheet:

For emergencies and/or the Association Directory and e-mail bank, please provide us with the following information.

NAME: _____

ADDRESS: _____

ADDRESS – IF OTHER THAN UNIT NUMBER: _____

E-Mail Address: _____

Home Phone: _____ Other Phone: _____

PERSON TO CONTACT IN EVENT OF EMERGENCY:

NAME: _____

PHONE NO. _____

Return Completed Form to:

Zee Terry
50 Vantage Way, Suite 100
Nashville, TN 37228
Fax: 259-4540
E-mail: Zee.Terry@ghertner.com