

Split Rail Farm Property Owner's Association, Inc.

Restrictions and Rules

Overview – The Declaration of Covenants, Conditions and Restrictions (“CCRs”) for Split Rail Farm (“SRF”) establishes a broad framework for Restrictions and Rules (“R&Rs”) that can be adopted, published, and modified as needs change, separately from the recorded CCRs. The CCRs also contain some specific Restrictions and Rules.

Purpose – The main purpose of R&Rs is to preserve the property values of Owners, protect the health and safety of Owners and occupants, and shield Owners and the Association from liability, while ensuring compliance with local, state, and federal regulations.

Basis – “The standard of conduct, maintenance, or other activity generally prevailing at Split Rail Farm, or minimum standards established pursuant to the Declaration, the Design Guidelines, Restrictions and Rules, and Board resolutions, whichever is the highest standard.” (Article II Concepts and Definitions)

Disclosure – The CCRs specifically give notice to Owners about the existence of R&Rs. Article III, ¶ 3.2 “Owners’ Acknowledgment and Notice to Purchasers” states:

“All Owners are given notice that use of their Units and Common Area is limited by the Restrictions and Rules as amended, expanded, and otherwise modified from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be affected by the provision and that the Restrictions and Rules may change from time to time. All purchasers of Units are on notice that the Association may have adopted changes and that such changes may not be reflected in a Recorded instrument. Copies of the Current Restrictions and Rules may be obtained from the Association.”

Redress – Article III, ¶3.3 provides protection from overbearing rules.

Activities within Dwellings

1. Units shall be used for residential purposes only, and no trade or business of any kind may be conducted in a Unit, except that the Owner of a Unit may conduct business activities in the Unit so long as: (a) the operation of business activity is not apparent from the exterior of the Unit; (b) the business activity does not increase traffic in the Community in excess of what would normally be expected without business activity; (c) the business activity does not increase the insurance premiums paid by the Association or otherwise affect the Association’s ability to obtain insurance coverage; and (d) the business activity is consistent with the residential character of the

Community and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of other residents, as determined by the Board.

2. The terms “business” and “trade” as used in this provision shall be construed to have their ordinary, generally accepted meanings.

Signs

3. No signs, including political signs, may be displayed on Association Common Area property, except the Board may allow signs regarding the use of common area property (examples – “Please pick up after your dog on the trail” or “Please be sure to clean up after yourself at the Pavilion”). Unit Owners may display a political yard sign on their Unit not to exceed four (4) square feet. The sign must be safely and firmly positioned so that it will not easily be blown away. The sign may be placed up to sixty (60) days prior to an election day and must be removed by the third day following an election day. Any hole left in the yard must be repaired. No profanity is permitted.
4. One professionally lettered realtor sign, or sign of the Owner, advertising the Unit for sale may be displayed on a Unit when the Unit is actively listed for sale. The signs shall be not more than five (5) square feet unless allowed by the Board.
5. Flags of the United States of America and its armed forces may be displayed from a bracket and pole attached to a Unit. No free-standing flagpoles are permitted. Flags shall be in good condition.
6. Small garden flags, security signs, and decorative (“Welcome”) signs are not considered a violation of Article III, ¶ 3.3(b) of the CCRs.

Vehicles and Parking

7. Definition of a Vehicle – Pretty much anything with wheels and a motor or battery, including but not limited to, autos, trucks, buses, trailers, recreational vehicles, camping trailers, motorcycles, ATVs, golf carts, commercial vehicle, including a passenger vehicle with commercial signage and including watercraft on or off trailers. (Collectively, “Vehicle”)
8. A passenger vehicle without commercial signage may be parked in garage or in driveway. Vehicles owned by residents with commercial signage must be parked in garage. Watercraft and recreational vehicles may be parked in driveways for up to 3 days without Board permission. Longer times require Board permission.
9. No Vehicle may be parked on Association Common Area property or parking lot (the Pavilion) between midnight and 7 AM without advance communication to the Board. Any such parking persisting for more than three consecutive nights requires the express permission of the Board. The Association shall not be liable, and Owners agree to hold it harmless, for any damage done to a Vehicle parked on Association Common Area property or

parking lot. In the event of a violation of this paragraph, the Association may have the vehicle removed at the expense of the responsible Owner.

Trash and Recycling

10. No trash, recyclables or waste shall be kept on a Unit except for normal household trash. Trash and recyclables shall be kept indoors (garaged) in leak-proof waste containers with close-fitting lids or, if kept outdoors, containers must be fully screened by landscape or structural elements so that the containers are not visible from the street. All landscape and structural elements used to screen waste containers must be approved by the Association's Architectural Review Committee. Any structural elements used to screen waste containers shall be compatible with the architectural detail and exterior materials of the residence on the Unit. Should an outdoor screened location attract animals, including but not limited to rats and raccoons, permission to be stored outdoors shall be withdrawn and the Owner must move the waste containers indoors. Temporary containers for disposing of construction debris may be placed as permitted by town and county ordinances.
11. In general, waste containers shall be placed at the appropriate collection point not earlier than the evening preceding a scheduled collection and shall be promptly returned indoors on the same day as collection. If, due to travel or other constraints, owners are unable to manage the placement and/or retrieval, the containers should be placed outside the garage and a neighbor or other person enlisted to take them to/from the street as required.

Recreational and Play Equipment

12. Owners are required to obtain the approval of the Architectural Review Committee prior to the construction or installation of outside recreational equipment, including but not limited to pools, hot tubs, swing and play sets, play structures, trampolines, and ball goals.
13. Owners must maintain recreational and play equipment in good condition to avoid deterioration in appearance.

Holiday Decorations

14. Definition of a Holiday – Civic and religious holidays normally celebrated.
15. Owners may install outside Holiday Decorations up to ninety (90) days prior to a holiday and must remove them by forty-five (45) days after the holiday. Decorations shall not be lit/active more than sixty (60) days prior to a holiday or more than thirty (30) days after the holiday.

Sale and Rental of Units

16. As per the CCRs (Article III, ¶ 3.3(f)), an Owner shall advise the Board in writing (email OK) that the Unit is for sale and forward the real estate agent's contact information. The Owner shall also advise the real estate agent of the signage requirements. If "for sale by owner", the latter two steps are moot.
17. An Owner shall also advise the Board (email OK) when there is a pending sale contract on the Unit, the Closing Date of the sale and the closing company information. This is to facilitate accounting functions and new Owner contact information for the Board.
18. No Owner shall rent or lease a Unit for less than a 12-month period without Board approval.
19. An Owner leasing a Unit shall require the lessee to maintain renter's insurance in an amount adequate to cover the lessee's possessions. The lease must also require the lessee to comply with all SRF CCRs and R&Rs, attaching a copy of both documents as exhibits to the lease. A copy of the insurance cover page must be provided to the Board prior to commencement of the lease.
20. The Owner entering into a lease must ensure that its insurance company is aware of the change in status of the property from Owner to Lessee-occupied.

Maintenance, Repair, and Insurance

Please note that the CCRs address this area extensively in Article V. Please refer to the CCRs for its detailed requirements in this area.

21. Each Owner of a Unit shall keep and maintain the Unit, including the exterior and all improvements located on the Unit in a neat, attractive, and safe condition, in accordance with CCRs, Article V, ¶ 5.1.
22. Maintenance shall include but shall not be limited to painting, repairing, replacing and care for roofs, gutters, downspouts, building surfaces and foundations, trees, shrubs, grass, landscaped beds, driveways, hardscapes and walks, fencing and other exterior improvements.
23. All building plans for the Community require landscape irrigation. Owners shall keep the irrigation system (if installed) on their Units in good repair and use the system or other means regularly to maintain their landscape in good condition, following local utility company watering rules. This includes the requirement in CCRs, Article V, ¶ 5.1 to irrigate adjacent public rights of way within ten (10) feet of a Unit boundary and turf between sidewalks and curbs.
24. Any Owner electing not to begin construction on a Unit within one (1) year from the adoption of these R&Rs must maintain his or her Unit in compliance with requirements of the Town of Farragut then current.

Architectural Review Committee and Construction

25. The Board shall appoint not less than three (3) and not more than seven (7) persons to serve on the Architectural Review Committee (ARC). The Board may remove and replace such persons at its discretion (for example, if the member is not responsive and/or is not assisting in the work of the Committee). The Board shall determine the composition of the ARC to include such building or landscaping professionals as it deems appropriate.

Members of the Board of Directors and any of their Unit co-owners may serve on the ARC; however, any director serving on the ARC shall abstain from participation in the review or decision of any application in which such director has a personal or financial interest, including but not limited to applications relating to such director's Unit or the Unit of a co-owner. All conflicts of interest shall be disclosed in the minutes of the ARC meeting at which the matter is considered.

26. Exterior modifications, including landscaping, after initial construction on a Unit require ARC approval. Owners must submit plans and specifications to the ARC as per CCRs, Article IV, ¶ 4.3(b). As per Article IV, no ARC approval is needed to repaint the exterior of a structure with its most recently approved color or to rebuild as per previously approved plans, however, changes to the interior of screened porches or decks and similar structures visible from outside the Unit are subject to review and approval.
27. Please refer to the CCRs, Article IV and the Design Guidelines below for detailed regulations regarding construction in SRF.

Animals

28. No animals, including birds, insects, and reptiles, may be kept on any Unit unless kept solely as household pets and not for commercial purposes. No animal shall be allowed to become a nuisance. No structure or enclosure for the care, housing or confinement of any animal shall be constructed or placed on any Unit unless plans and specifications have first been approved by the Architectural Review Committee.
29. As per Town of Farragut Code, Chapter 6, Article 2, § 6-35, animals must be under the direct control of the Owner when not on the Owner's property.
30. All Owners are required to pick up after their dogs. No dog feces shall be left on the Association Common Area property. Owners shall not allow dog feces to accumulate on a Unit.

Use of the Pavilion and other Association Common Area Properties

31. The Pavilion is for the use of Owners, occupants, and their guests only. An Owner or occupant must be present at all times when the Pavilion is in use. An Owner or occupant over the age of 18 must supervise anyone present under the age of 18. An Owner may reserve the Pavilion for a private party

- by contacting the Association Board Secretary. Other use is first come, first served. Owners and occupants shall clean up after themselves and especially remove all trash.
32. No motorized vehicles are permitted on the gravel walking paths unless by Board permission or for mowing or other maintenance.
33. No one shall dump any refuse, waste or garbage on any Association Common Area property or cut down any trees without Board permission.

Compliance and Enforcement

34. Upon notification of a violation of any of the CCRs or R&Rs, the Board or its delegate shall immediately give notice to the Owner and any additional alleged violator. Communication shall be carried out in such a way as to ensure awareness and opportunity to correct (U. S. First Class Mail in all cases, but also may include verbal communication, text messaging, and/or an email message). The recipient(s) shall have 15 calendar days to correct the violation. During this initial period, Owner may request a Board hearing to contest the violation. Such hearing, if granted, will not affect the schedule for correction unless specifically allowed by the Board.
35. If the violation is not corrected within 15 days, the Owner will be contacted via mail by the Association's management firm and notified that, if not corrected within an additional 15 days, the Board will revoke the Owner's access to Common Areas, suspend voting rights, and impose a fine (schedule below).
36. If the additional 15 days (30 calendar days since initial notice) elapses without correction, the Association's management firm will notify the Owner via certified mail that Common Area access has been revoked, voting rights suspended, and a fine imposed.
37. Fine structure:
- a. Initial fine of \$150
 - b. Daily fine of \$25/day after initial fine, until violation is corrected
38. In addition to possible fines, note that late payment of dues and/or other assessments will accrue simple interest at the rate of 18% per annum (CCRs ¶ 8.6 "Obligations for Assessments"), tracked by the Association's management firm and collected quarterly. See Appendix A for Collection Policy.
39. If total accumulated fines exceed \$1,000, a lien will be placed on the property and the cost of placing such lien will be assessed to the Owner.
40. The Board may recommend/pursue mediation or legal remedies at any point once fines have commenced.
41. The Board shall also collect all costs of enforcement as a Specific Assessment as per Article VIII, ¶ 8.4.

Appendix A: Collection Policy

Assessment Fees may be paid annually or quarterly. If annually, fees are due on the first day of January and are considered late after the 31st day of January. If quarterly, fees are due on the first day of the quarter and are considered late after the end of that month (January, April, July, October). A Late Fee of \$10 per month as well as 18% interest per annum will be assessed on any account with an outstanding balance until the account is paid in full.

Any account with a balance past due longer than 10 months will receive a notice that will advise the Owner that a lien will be placed on their property if the account is not brought current within thirty (30) days of said notice. If the account is not brought current within thirty days of the notice, the account will be assessed the legal fees associated with placing the lien and the lien will be placed on the property.

Any account that remains past due for more than one hundred fifty (150) days after the lien is placed will receive a notice that will advise the owner that if the account is not brought current within thirty (30) days of the notice, a warrant will be processed for the Owner to appear in Court for the purpose of the Association obtaining a judgment against the Owner for the amount then past due and any additional charges that become past due until the account is brought current. If the warrant is issued, the Owners account will be assessed for the cost of the warrant plus any additional legal fees incurred by the Association in its efforts to collect the past due Assessment fees and the cost to collect same. Once a judgment is obtained, the Association will utilize all legal remedies available to it in order to collect the past due amount and its collection costs.

Appendix B: Notable Laws and Ordinances

2019 Tennessee Code

§ 2-7-143. Tennessee Freedom of Speech Act.

Universal Citation: [TN Code § 2-7-143 \(2019\)](#)

- (a) This section shall be known and may be cited as the “Tennessee Freedom of Speech Act.”
- (b) Notwithstanding any law to the contrary, during the period beginning sixty (60) days before a general election until the day after the next subsequent general election...
 - (2) A homeowners' association shall not, by covenant, condition, restriction, or rule, prohibit the display of political or campaign posters or signs placed on private property by the owner of the property or any lawful resident of a residence on the property. A homeowners' association may adopt reasonable covenants, conditions, restrictions, or rules with respect to the placement of political or campaign posters or signs placed on homeowner association common space and private property maintained by the owner or resident, including limiting the size of campaign posters or signs in those common and private property areas to four square feet (4 sq. ft.)...

Amended effective 7/12/21 via HB0500/SB0208 –Election Laws - As enacted, expands the right of a person to place political campaign signs on their property for a certain time to all elections rather than only general elections as provided under the Tennessee Freedom of Speech Act. - Amends TCA Section 2-7-143.]

United States Public Law No: 109-243 (07/24/2006)

Freedom to Display the American Flag Act of 2005 - States that a condominium association, cooperative association, or residential real estate management association may not adopt or enforce any policy, or enter into any agreement, that would restrict or prevent an association member from displaying the U.S. flag on residential property within the association with respect to which such member has a separate ownership interest or a right to exclusive possession or use. States that nothing in this Act shall be considered to permit any display or use that is inconsistent with: (1) federal law or any rule or custom pertaining to the proper display or use of the flag; or (2) any reasonable restriction pertaining to the time, place, or manner of displaying the flag necessary to protect a substantial interest of the condominium, cooperative, or residential real estate management association.

Code of Ordinances of the Town of Farragut, Tennessee

Chapter 6, Article 2 – Animals/Dogs

Sec. 6-35. - Restraint of dogs.

It shall be unlawful for any person knowingly to permit any dog owned by him or under his control to run at large in any street, alley, park, or off the property of the owner. Any person owning or having possession of any dog shall keep such dog upon his own premises unless such dog is under direct control.

(Code 1985, § 3-202; Code 2007, § 10-102; Ord. No. 03-04, 3-2003)

State Law reference— Dogs at large, T.C.A. § 44-8-408.

Chapter 14, Article 2 – Property Maintenance

Division 3, Sec. 14.52. – Vehicles, trailers, machinery and major recreational equipment

- a) Except as provided for in other regulations, inoperable or unregistered vehicles shall not be parked, kept or stored on any premises, and vehicles shall not at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.
- b) Painting of vehicles is prohibited unless conducted inside an approved spray booth.
- c) A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes.
- d) In residential areas, vehicles, trailers, machinery and major recreational equipment shall be parked or stored only on approved surfaces, such as concrete, asphalt, or paver stones.
- e) No major recreational equipment, trailers, or machinery shall be parked or stored in any front yard of any lot in a residential district. However, such equipment may park on residential premises for a period not to exceed 24 hours during loading or unloading. No such equipment shall be used for living, sleeping or housekeeping purposes when parked or stored on a residential lot or in any location not approved for such use.
- f) No major recreational equipment, trailers, or machinery shall be stored on any public street, greenway, trail, walking path, or public property.

Town of Farragut Parking Restrictions and Enforcement

Regarding parking on the street, according to the Town and Sheriff's Office, the parking that is illegal is:

- An unlicensed vehicle or trailer parked on the street
- A vehicle parked for days in the street (without moving--abandoned vehicle)
- Within 30 feet of a stop sign
- Blocking a fire hydrant
- Blocking a driveway or mailbox
- Creating an obstacle such that an emergency vehicle could not get through, which for our 26-foot wide streets would include parking adjacent to a vehicle on the other side of the street
- Creating a safety hazard by parking something in the street that is not easily visible by a driver (e.g., around a curve or hill)
- Creating a safety hazard by parking such that vision for a driver is obstructed (e.g., forcing a car to go around a parked vehicle on a blind curve or hill)
- Parking on the wrong side of the street (facing the on-coming traffic)

Only the Sheriff's Office does parking enforcement for the Town, and is the one who responds to complaints. They do not write parking tickets and give fines. They do one of two things if there is illegal parking:

- Put an orange tag on the vehicle telling the owner to move the vehicle within 48 hours or it will be towed
- Tow the vehicle immediately