

INTRODUCING  
**ATRIUM**  
AT FOUNTAINS AT GATEWAY



*Where you can live your best life.*

*The most unique luxury residences  
ever introduced in Rutherford County....*



*And only 52 residents will be able  
to call Atrium at Fountains home.*



## From the Developer

We are delighted to present our interpretation of luxury urban living at Atrium at Fountains. As a native of Murfreesboro, and developer of Fountains at Gateway, the evolving and innovative Fountains community has been a labor of love—one that we've endeavored to infuse with a personality reflective of my vibrant, friendly hometown.

I remember biking through Stones River Battlefield as a 12-year-old. That historic site is within walking distance of Fountains today. And while at that time I was more interested in how long I could ride on one wheel, today I'm laser focused on building a vibrant "live, work, shop, play and stay community."

Fountains at Gateway Phase One includes restaurants, shops, venues, and Class A offices. And now we are beginning Phase Two, the residential and future hotel component of Fountains.

In designing Atrium at Fountains, I visited top-ranked condominium developments across the country, taking notes of innovative and appealing features. The most successful combined a sleek, modern aesthetic inside the residences, while still retaining the warmth and coziness of home. That balancing act led us to create Atrium at Fountains using mass timber construction instead of concrete. Mass timber is an ancient building process undergoing a renaissance in mid-rise and high-rise construction today. Instead of cold, hard surface concrete, mass timber provides the warmth and richness of mellow wood that meets today's fire, structural, and energy codes. Beautiful spruce beams will support the interior wood ceilings visible throughout the building. Each condominium will feature 12-foot ceilings also made of this lustrous spruce.

Another ambient element of Atrium at Fountains—shared only by residents and their guests—is a stunning, three-story atrium with tropical garden inside a 50-foot-tall glass-roofed center core with a 30-foot waterfall.



My family's most cherished vacation spot has always been the island of Kauai because of the instant serenity that seems to envelop us when we arrive. That Hawaiian paradise was the blueprint for our unique atrium gardens—the ultimate "front yard" for 52 exclusive homeowners. I envision owners arriving home to the soothing sound of the waterfall and the intoxicating fragrance of flowering plants even on the coldest and dreariest days of February. I can imagine residents strolling the garden paths or sipping coffee by the firepit or playing a board game in the Gallery before bedtime.

Another feature unique to the Atrium floor plans is the inclusion of large, covered terraces in almost every residence. 8' tall folding glass doors open to massively extend the open living space.

Because creative design is my passion, I was intimately involved with the architectural team for almost a year in making each of the 11 residence floor plans into "my favorite." If a layout wasn't a contender for "favorite" we went back to the drawing board. My hope is that you struggle to pick your favorite, too!

Although the plans are technically "frozen" and I've been warned against tampering (😬), over the next few months we will be soliciting input from future owners about finishing touches that are still being decided.

*Continued...*

There is no other condominium development like Atrium at Fountains, certainly not in Murfreesboro or even Nashville, and perhaps the Southeast. And there are only 52 units available, making Atrium owners part of an extremely exclusive group. If arriving home to a tropical oasis with a waterfall sounds like your new reality, we invite you to speak with our sales team.

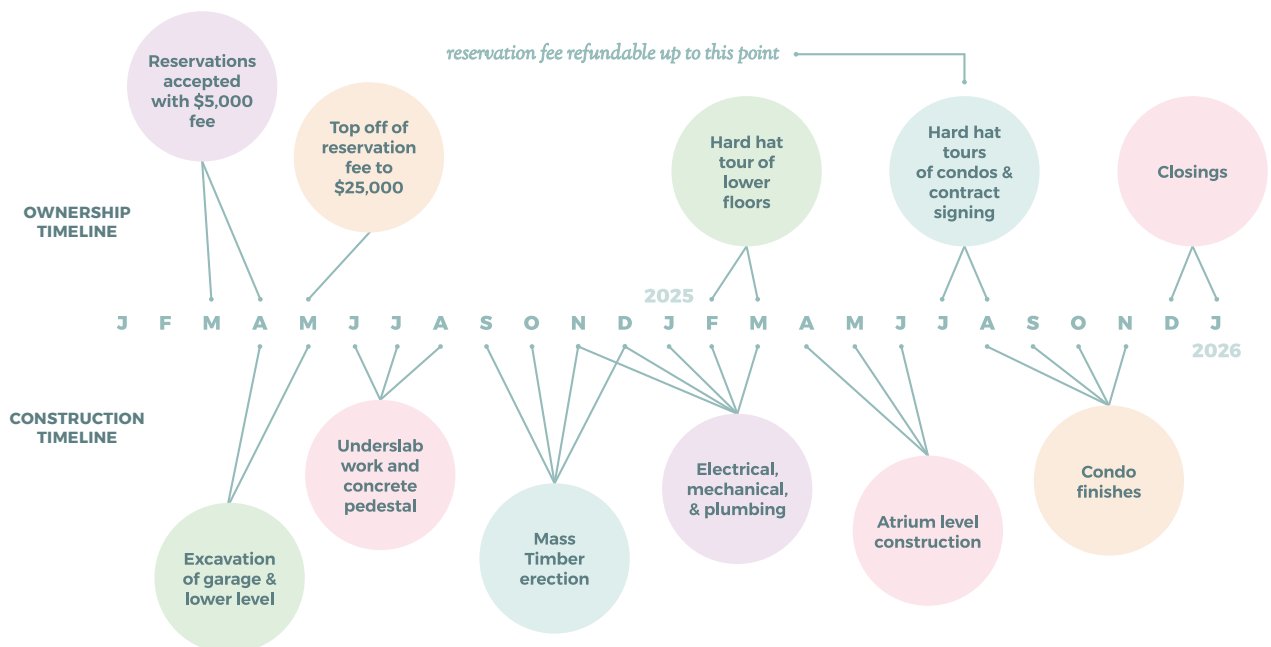
Sales are headed by Zach and Taylor Greist of Zach Taylor Real Estate from their offices and Atrium Showroom at Fountains at Gateway. Our title company, Advance Title, also offices at Fountains and Kayla Dodd can answer any questions about reservation fees, escrow, and closings.



Whether you choose to live, work, play, eat or stay at Fountains, we welcome you to be a part of this exciting journey!

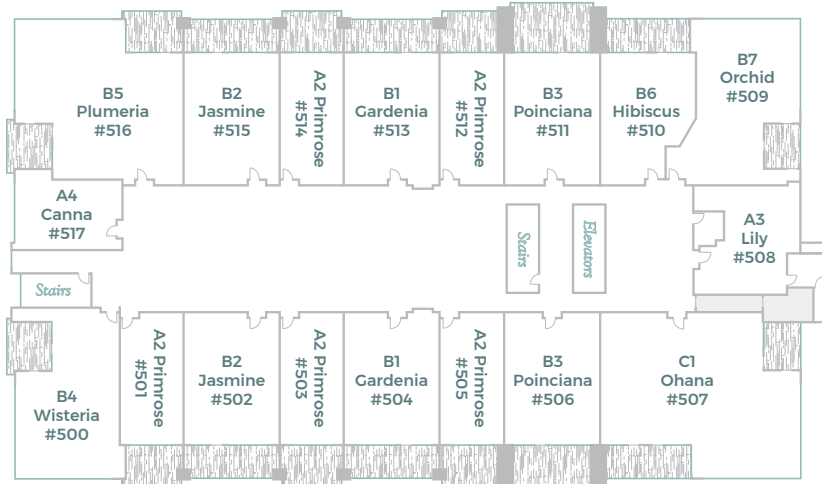
**Scott Graby**  
DEVELOPER

## Construction Timeline

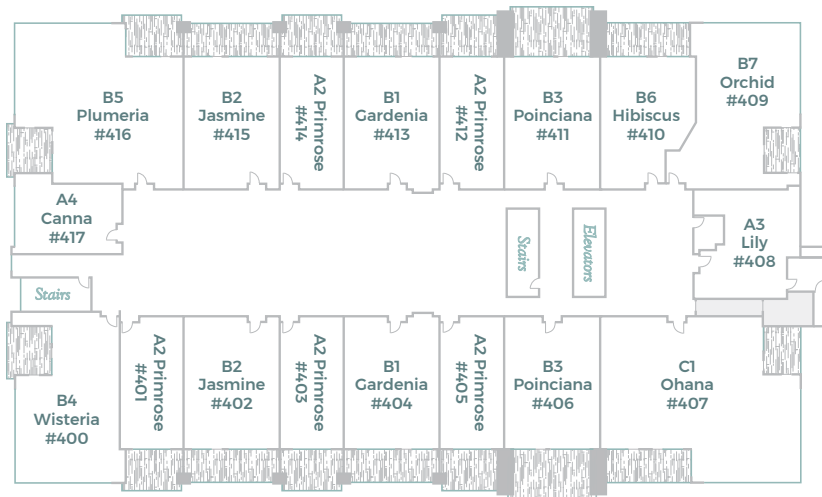




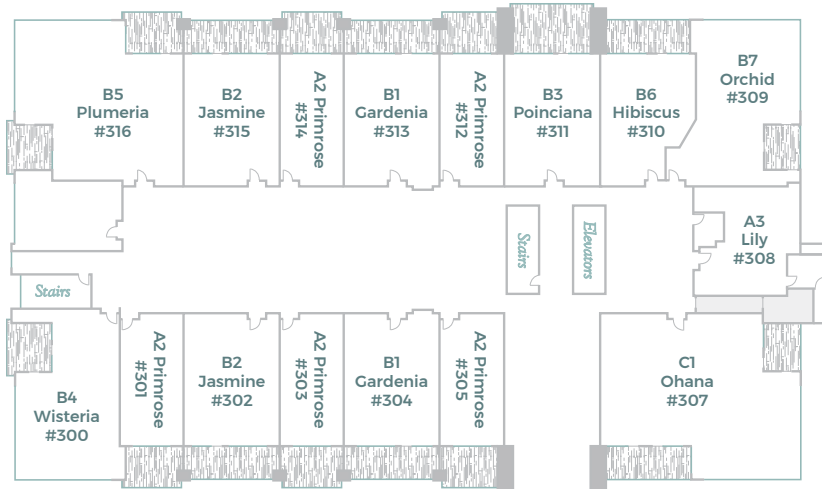
# Stack Plan



5<sup>TH</sup> FLOOR



4<sup>TH</sup> FLOOR



3<sup>RD</sup> FLOOR

See page 10 for detailed amenity map

## Floor Plans

### Lily

926 SF

1 Bedroom | 1 Bath

Private Study

926 SF of Indoor Living Space

Private Covered Terrace  
Totaling 135 SF of  
Outdoor Living Space



### Canna

943 SF

1 Bedroom | 1 Bath

Private Study

943 SF of Indoor Living Space





## *Primrose* 771 SF

1 Bedroom | 1 Bath

771 SF of Indoor Living Space

Private Covered Terrace Totaling 218 SF of Outdoor Living Space



## *Poinciana* 1191 SF

2 Bedroom | 2 Bath

1191 SF of Indoor Living Space

Private Covered Terrace Totaling 345 SF of Outdoor Living Space



## *Wisteria* 1493 SF

2 Bedroom | 2 Bath

1493 SF of Indoor Living Space

Private Covered Terrace Totaling 197 SF of Outdoor Living Space



## *Gardenia* 1191 SF

2 Bedroom | 2 Bath

Private Study

1191 SF of Indoor Living Space

Private Covered Terrace Totaling 273 SF of Outdoor Living Space





## *Jasmine* 1191 SF

2 Bedroom | 2 Bath

1191 SF of Indoor Living Space

Private Covered Terrace Totaling 273 SF of Outdoor Living Space



## *Orchid* 1569 SF

2 Bedroom | 2 Bath

Private Study

1569 SF of Indoor Living Space

Private Covered Terrace Totaling 139 SF of Outdoor Living Space



## *Hibiscus* 1060 SF

2 Bedroom | 2 Bath

1060 SF of Indoor Living Space

Private Covered Terrace Totaling 249 SF of Outdoor Living Space



## *Plumeria*

2203 SF

2 Bedroom | 2 Bath

Private Study

Designated Laundry Room

2203 SF of Indoor Living Space

Two Private Covered Terraces Totaling 386 SF of Outdoor Living Space





## *Ohana* 2638 SF

3 Bedroom | 3.5 Bath

Private Study

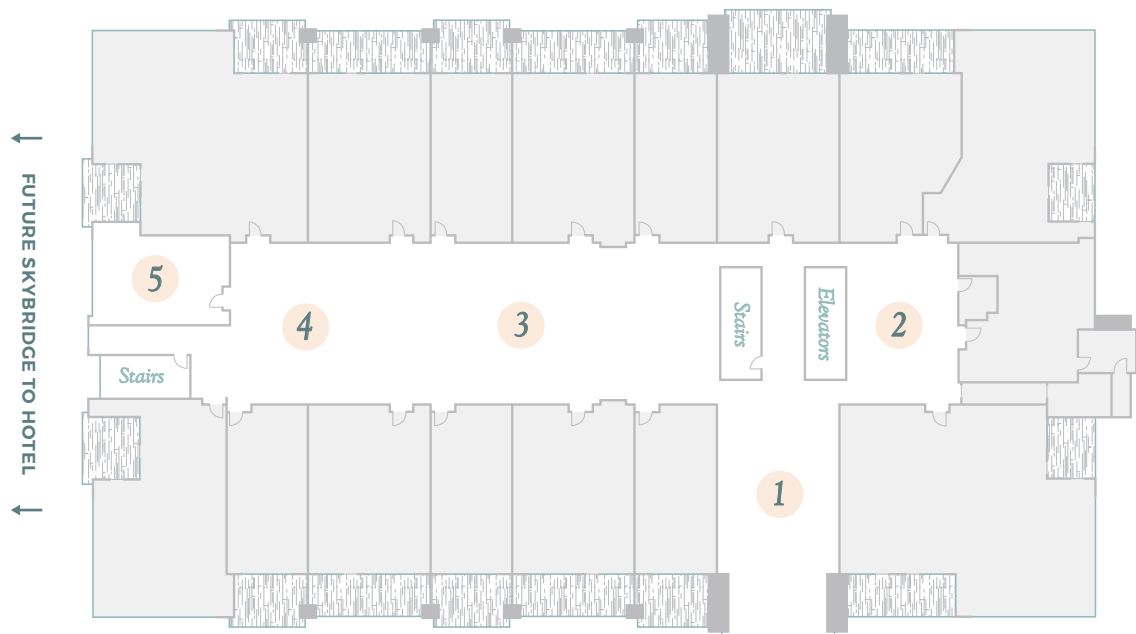
Designated Laundry Room

2636 SF of Indoor Living Space

Two Private Covered Terraces Totaling 400 SF of Outdoor Living Space

## Amenity Map

- 1 **Owner's Lounge.** Complete with an executive dining room and warming kitchen.
- 2 **Owner's Gallery.** Complete with a linear fireplace surrounded by overstuffed chairs and sofas for quiet conversation.
- 3 **Atrium Gardens.** With recessed firepit, a gazebo, and secluded alcoves for reading or unwinding.
- 4 **Waterfall.** 30' tall and landing in atrium level pool surrounded by patio with bistro tables and chairs.
- 5 **Fitness Center.** Cardio and free weight equipment located behind the waterfall, with wall of glass looking to the south, and eventually opening out onto the skybridge and pool deck.
- 6 **Owner's Lobby.** Exclusive lower-level lobby with elevators and stairs, and leading to the interior storage units beyond. Also connects to private stairway to Plaza and Retail.
- 7 **Pet Play Yard.** Lower level, open-air play area with artificial turf and tree.
- 8 **Pet Wash Station.** High-end pet wash station located just off the lower owners' lobby.
- 9 **Rental Storage Units.** Temperature controlled 5'x10' storage spaces just beyond the owners' lobby for quick access



*Atrium Level*





## Garage Level

- A Group Parking** \$35k or \$235/month
- B Group Parking** \$30k or \$200/month
- C Group Parking** \$25k or \$165/month
- D Group Parking** \$20k or \$133/month
- Rental Only Parking** \$133/month

# Rules of Conduct

## CLEANLINESS

To ensure the health, safety and well-being of all occupants, each Owner shall ensure their Unit remains in a good state of preservation and cleanliness. This shall include without limitation a requirement that no dirt or other substances shall be swept or thrown from the Unit doors or windows.

It is prohibited to cause any water or liquid to drip from or run off any balcony (for example, hosing off the balcony, over-watering of plants that result in excess water spilling over the balcony, etc.).

## TRASH DISPOSAL

All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate therein. No garbage or trash shall be placed in the Common Elements outside the Unit, temporarily or otherwise, except in trash receptacles that are stored within the Unit, or the provided Community sanitation dumpster.

Rubbish, trash, and garbage shall be disposed of either via the trash chute access on each floor (bagged household trash) or in the trash dumpster located in the designated service court.

No Unit Owner shall throw garbage or trash outside the disposal installations provided for such purposes in service areas. Trash chutes are provided on each floor for bagged trash. Boxes must be broken down and placed in provided carts adjacent to each trash chute. Larger debris should be put in dumpsters in designated service court. Furniture or appliances should be hauled off site for disposal. Improper dumping shall result in unit owner being billed for corrective action.

## QUIET ENJOYMENT

The Units in the Property are built in close proximity to one another; therefore, an Owner or occupant shall not conduct activities within a Unit or use a Unit in a manner that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and occupant.

## RESIDENTIAL USE ONLY

Each Unit shall be used for residential purposes only, and no trade or business of any kind may be conducted in or from a Unit or any part of the Property. This does not preclude maintaining a home office for business purposes that doesn't include inbound customer traffic. Studio At Fountains on the lower floors can provide rental offices for these purposes.

Common spaces shall not be used to conduct business, loading or unloading, or storage of items.

## APPLICABLE LAW

Occupants, visitors, and guests must obey all valid laws having jurisdiction over the Condominium. Violations of any of same shall be eliminated, by and at the sole expense of the Owner, or the Board, whichever shall have the obligation to maintain or repair such portion of the Condominium.



## UNIT MODIFICATION

Architectural Control of Units. Any modification of unit related to walls or ceilings, exterior doors and windows, must be pre-approved by management.

## PLUMBING CARE

It is prohibited to put trash, grease, oil, rags, feminine products, or anything not intended into the drains or toilets. Unit owner will be responsible for cost of repairs required both inside and outside the unit.

## ABANDONED PROPERTY

Personal property, other than vehicles, shall not be kept, or allowed to remain for more than twenty-four (24) hours upon any portion of the Common Elements, without prior written Board permission. If the Board determines that a violation exists, then, not less than two (2) days after written notice is placed on the personal property and/or on the front door of the Property owner's Unit, if known, the Board may remove and either discard or store the personal property in a location which the Board may determine and shall have no obligation to return, replace or reimburse the owner of the property. The notice shall include the name and telephone number of the person or entity that will remove the property and the name and telephone number of a person to contact regarding the alleged violation.

## CAMERA USAGE

A Unit Owner shall be permitted to install a video doorbell or other recording device upon the exterior door of their Unit, or the wall directly adjacent to the door of the Unit. Any such video doorbell or other recording device shall be installed, maintained, repaired and / or replaced at the Unit Owner's sole cost and expense.

The Unit Owner shall have the sole ongoing obligation to ensure the safety standards of any such installed device, and shall promptly remove any such device which has been recalled for safety reasons, or which otherwise presents a fire or safety hazard.

With respect to any such device, at no time shall the Unit Owner permit any exposed wiring to remain, nor shall the Unit Owner leave any batteries unsecured.

The Unit Owner shall also place a sign, no larger than one (1) foot in length and one (1) foot in height, stating that a security camera is in use, and indicating the times of such usage. Such sign shall be in a style in conformity with other signs permitted by these Rules and in keeping with the nature of the Project and shall be maintained solely by the Unit Owner at all times in such condition, at the Unit Owner's sole cost and expense. The Board shall have a right to approve such sign and its placement and to oversee the installation and removal of same, in its sole discretion.

## ANTENNAS

Unless otherwise approved by the Board, all television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution (wireless cable) services must be one (1) meter or less in diameter, must be located as directed by management, likely on the roof.

## FLAGS

No flags, banners, or the like shall be visible from outside the unit.

## UNLAWFUL STORAGE / WATERBEDS

Without the prior written consent of the Board of Directors, nothing shall be done or kept on the Property, which would increase the rate of insurance on the Property or any Unit or part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirements of any governmental body, or which would increase the Common Expenses.

Waterbeds are prohibited.

## ANNOYANCE PROHIBITION

Furthermore, noxious, destructive, or offensive activity shall not be carried on within any portion of the Property. No Owner or occupant of a Unit may use or allow the use of the Unit or any portion of the Property at any time, in any way or for any purpose which may endanger the health, unreasonably annoy, or disturb or cause embarrassment, or discomfort to other Owners or occupants, or in such a way as to constitute, in the sole opinion of the Board of Directors, a nuisance.

In addition, no Owner or occupant of a Unit may use or allow the use of a Unit or the Common Elements in any manner which creates disturbing noises, including, without limitation, use of speakers or equipment that will in the sole discretion of the Board of Directors interfere with the rights, comfort or convenience of the other Owners or occupants.

Nothing herein, however, shall be construed to affect the rights of an aggrieved Owner to proceed individually for relief from interference with his or her property or personal rights.

Quiet time to be designated as between 10pm and 8am.

## SUBSEQUENT OBSTRUCTION

No Owner, occupant or agent of such Owner or occupant shall do any work which, in the reasonable opinion of the Association's Board of Directors or its designee, would jeopardize the soundness or safety of the Property or any structure created thereon, would reduce the value thereof, or would impair any easement or other interest in real property thereto, without in every such case the unanimous, prior written consent of all members of the Association and their Mortgagees.

## SIGNAGE

Except as provided for herein or as may be required by legal proceedings, no signs, advertising posters, flyers, political placards or billboards of any kind shall be erected, placed, or permitted or remain on the Property without the prior written consent of the Board or its designee, except that one (1) professional security sign not to exceed six inches (6") by six inches (6") in size The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.

## VEHICLE CARE

Other than jump starting a vehicle or airing up tires, no vehicle maintenance shall be done in parking garage or on site.

## PROHIBITED SUBSTANCES

No Owner or occupant shall use or permit to be brought or kept within any Unit or on any Common Element any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, any other explosive or article deemed extra hazardous to life, limb, or property without in each case obtaining the Board's prior written consent.



Nothing will be done or kept in any unit which may cause the cancellation of insurance on the building or contents thereof, or would be in violation of any public law, ordinance, or regulation.

No propane or other “gas grill” shall be permitted in or on any portion of the Unit or Common Elements, including any exterior Limited Common Element. An electric grill shall be permitted on exterior Limited Common Elements appurtenant to a Unit, however same shall not be left unattended when in use.

## **FIREARMS**

No Owner shall use, or permit the use by any person within the Unit of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles, or devices anywhere on or about the Condominium, except as otherwise permitted pursuant to applicable law. No person may unlawfully maintain a firearm within their individual Unit or the Common Elements.

## **CANNABIS**

A Unit Owner, and no other person or entity, shall be permitted to grow, harvest, and cultivate cannabis, and process same for such Unit Owner’s [recreational] [medical] [recreational and / or medical] use in an amount not exceeding statutory limits in or on such unit owner’s Unit, subject to the following restrictions. Such growth, harvesting and cultivation may be by soil or hydroponic methods.

## *Terrace*

### **TERRACE STORAGE**

Storage of items such as boxes, storage chests, appliances, bicycles, or similar articles shall not be permitted on any terrace. A reasonable amount of customary lawn or patio furniture in good condition and reasonably sized and well-tended plants may be placed on the balcony. At no time shall the balcony be permitted to become overcrowded with such furniture and / or plants, and at no time shall the placement of any of same result in the balcony weight load exceed safe limits, with or without the addition of any persons. No artificial plants shall be visible on terrace from ground level.

### **UNIT EXTERIOR**

To ensure a uniform Building exterior appearance, no Unit shall hang, display, or expose, from any window, door, terrace, or exterior of the Unit, to be visible from anywhere on Condominium, any of the following: (a) laundry, including clothes, clotheslines, clothes drying racks, and / or rugs; (b) recreational vehicles or equipment, including bicycles, mopeds, scooters, skis; and / or (c) signs, posters, and / or decorations, except as otherwise permitted in these Rules.

### **EXTERIOR LIGHTING**

Exterior lighting visible from the street shall not be permitted except for:

- Approved lighting as originally installed on a Unit;
- Streetlights in conformity with an established street lighting program for the Property.

## Windows

### TERRACE SHADES

No exterior shades, awnings, or window guards without approval of the Board.

### EXTERIOR DECOR

No Unit exterior or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated or in any manner altered without the prior written consent of the Board.

### WINDOW TREATEMENTS & AC UNITS

Any outward-facing window treatments in Units must be white or off-white or otherwise approved by the Board. Bed sheets shall not be used as window treatments. No tinting of outward facing windows.

Window Air-Conditioning Units are prohibited.

## Common Areas

### INDOOR COMMON AREAS

No furniture, equipment, or other personal articles shall be placed in any entrances, hallways, stairways, or other Common Elements, except as otherwise permitted in the Limited Common Elements appurtenant to an Owner's Unit and otherwise permitted in these Rules.

Front door mats should be kept on inside of door and not in Atrium common area.

### OUTDOOR COMMON AREAS

There shall be no obstruction of the Common Elements, nor shall anything be kept on, parked on, stored on or removed from any part of the Common Elements without the prior written consent of the Board, except as specifically provided herein.

There shall be no use of the roofs of the Units by the Owners, their family members, guests, tenants, invitees, agents or contractors.

There shall be no gardening or landscaping on the Common Elements by Owners or occupants of the development.

### OUTDOOR USE

The pursuit of hobbies or other activities, including, but not limited to the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.



Clothing, bedding, rugs, mops, appliances, indoor furniture, and other household items shall not be placed or stored outside the Unit or on the terraces.

## **COMMON HVAC**

No person shall be allowed in the heating, electrical, or mechanical equipment areas without the express permission of the Board. No occupant, guest, or visitor shall interfere in any manner with any heating, electrical, or mechanical equipment which are part of the Common Elements and not part of the Unit, except as otherwise permitted by the Board.

This Rule shall not apply to the Resident Manager in the regular course of their duties.

## **SMOKE FREE**

The Condominium, including the common elements, limited common elements, and each Unit shall be smoke-free. No smoking shall be permitted within one hundred (100) feet of any common element except if such location is not upon the Project. No Unit Owner shall smoke or permit their invitee, guest, tenant, unit occupant, agent, or contract or household worker in their Unit or on the common elements to smoke or to allow smoke (including, but not limited to, tobacco smoke or second-hand smoke) or any other noxious fumes/odors to infiltrate, intrude, permeate, or otherwise seep or be transmitted from the unit or into another unit or common element.

Smoking shall be deemed a nuisance under these rules and shall be subject to enforcement of the rule in the same manner as other nuisance violations.

## **DRONES**

The use of any drone by a Unit Owner, invitee, guest, tenant, other occupant, or agent of the Unit Owner is prohibited in or on any Common Element, without the express permission of property management.

## **PRIVATE STREETS**

The Private Street and parking areas shall be subject to the Declaration and By-laws regarding use of Common Elements.

Additionally, Owners of Units and other permitted users of the Private Street and parking areas shall be obligated to refrain from any actions which would deter from or interfere with the use and enjoyment of the Private Streets and parking areas by authorized users. Prohibited activities shall include, without limitation, obstruction of the Private Street and Parking Areas.

All vehicular traffic on the Private Street and in parking areas shall be subject to the provisions of the state and local laws concerning operation of motor vehicles on public streets. The Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing modifications of those in force on public streets, within the Property. The Association shall be entitled to enforce same by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof.

In the event of a conflict between such provisions of state and local laws and such rules and regulations promulgated by the Association, to the extent such rules and regulations of the Association are more restrictive than such state and local laws, the rules and regulations of the Association shall govern.

Only drivers properly licensed to operate motor vehicles on the public roads within the State of Tennessee may operate any type of motor vehicles within the Property. All vehicles of any kind and nature which are operated on the Private Street in the Property shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all Owners and occupants.

## DAMAGE TO COMMON ELEMENTS

No damage to or waste of the Common Elements, or any part thereof, shall be permitted by any Owner or member of his or her family or any invitee of any Owner. Each Owner shall indemnify and hold the Association and the other Owners harmless against all loss to the Association or other Owners resulting from any such damage or waste caused by such Owner, members of his or her family, guests, invitees, or occupants of his or her Unit. Damages or loss to common elements by owner, owner's family, and guests shall be the financial responsibility of unit owner. This includes any messes created in common areas.

## LANDSCAPE

Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass plantings, and other landscaping upon the Common Area located on the Properties, and, subject to the conditions stated below, on all or any portion of a Unit. Furthermore, the Association shall re-mulch the landscaped areas twice per year. The Association will also bear the cost of maintenance and repairs to any irrigation systems installed by the Association or the Declarant and will pay the water bill associated therewith.

No Owner shall remove, alter, or injure in any way shrubs, trees, grass, plants, or other landscaping placed upon or about his Unit by Declarant or the Association, without first obtaining the written consent of the Board of the Association.

## OUTBUILDINGS

No Unit Owner may construct or place any building or shed on the Property.

## *Repair Work*

### REPAIR WORK

Repairs or installation work (except any emergency repairs necessary for the health or safety of Condominium residents) shall only be done between the hours of 9:00 AM and 5:00 PM. No Owner shall request or engage any Condominium employee to conduct any of such Owner's private business or to perform any tasks outside their stated job description without prior written Board consent.

### ACCESS

No Owner shall permit the alteration of any lock on any Unit door unless the Owner shall also provide the Board with a key to be utilized for permitted uses pursuant to the By-Laws and these Rules. Emergency keys may be used to admit an Owner or resident who is inadvertently locked out of their respective unit. Persons locked out may contact the Building lobby who will notify the manager or engineer on duty to provide access. Proper identification will be required. Unit access will not be provided without proof of residency. If an emergency key is needed for this purpose between 5:00 p.m. and 8:00 a.m. a fee of \$35.00 will be charged. Emergency keys shall not be used to admit guests or other visitors. To facilitate access in the event of a lock out, Owners or residents may wish to permanently maintain a "convenience" unit key at the Building lobby; these "convenience" keys will be maintained behind the Lobby and under the supervision of Building lobby personnel.

Prior arrangements may be made with the Building lobby personnel for Unit access by guests or visitors if such persons will arrive when the resident is absent. An "admit slip" may



be signed by the resident and left with Building lobby personnel, authorizing Building lobby personnel to release the convenience key to such named guest or visitor. Proper identification and proof of residency will be required prior to any person accessing any convenience key.

## Animals

### PROHIBITED DOG BREEDS

The following animals shall not reside or be present temporarily at the Project: any Akita, American Bulldog, American Mastiff, Bandog, Boerboel, Bulldog, Bullmastiff, Cane Corso, Cane da Presa, Chow Chow, Dogo Argentino, English Mastiff, Fila Brasileiro, Kangal, Neapolitan Mastiff, Presa Canario, Rottweiler, Shar Pei, Tosa, American Pit Bull Terrier, American Staffordshire Terrier, American Bully, Staffordshire Bull Terrier, pit bull mix, any wolf-dog hybrid; any animal of a breed which when fully grown usually exceeds 60 pounds or a height of 25 inches at the withers.

### PROHIBITED ANIMALS

No Owner or occupant may keep any pets other than generally recognized household pets on any portion of the Properties. Each Unit shall be limited to two (2) approved pets. The maintenance, keeping, boarding and/or raising of pot belly pigs, reptiles, rodents (i.e., mice, gerbils, and hamsters), ferrets, and any other animal, livestock, or poultry of any kind, regardless of number, is expressly prohibited. Fish tanks more than 10 gallons are prohibited.

No Owner or occupant may keep, breed or maintain any pet for any commercial purpose, and no structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of the Common Elements, without prior written Board approval.

No pets are allowed on any portion of the Common Elements; provided, however, an Owner or occupant may walk a pet across the Common Elements to enter or exit the Property. Notwithstanding the foregoing, pets must be kept on a leash no longer than 6' and be under the physical control of a responsible person at all times while on the Common Elements and Limited Common Elements. Owners may not use common areas, hallways, and stairwells to exercise pets.

Under no circumstances may pets be left unattended in any fenced area exclusively serving a Unit. Feces left by pets upon the Common Elements must be immediately removed by the person responsible for the pet or pay a \$75 fine per occurrence. If pet causes infestation of fleas or any other pest, owner must pay for extermination of ALL affected areas.

### UNRULY ANIMALS

Animals determined in the Board's sole discretion to be dangerous shall not be brought onto or kept on the Property at any time. The Board may require that any pet that, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Property upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet.

The Board may remove any pet, which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any other owner, without prior notice to the pet's owner.

## PET INDEMNIFICATION

Any Owner or occupant who keeps or maintains any pet upon the Property shall be deemed to have agreed to indemnify and hold the Association, its directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet.

## PET ETIQUETTE

It would be appreciated if pet owners wishing to take their pets in an elevator first ask other riders if they would prefer that pet and owner catch the next elevator.

# Parking

## RESERVED PARKING

No automobile or other vehicle may be parked in someone else's assigned or numbered space without permission.

## PARKING STIPULATIONS

All vehicles must be legally parked. "Legal" parking is defined as parking between the delineated parking lines so that no part of the vehicle (1) protrudes into the space beyond either line, (2) is parked on the line, or (3) protrudes into lanes of traffic. All vehicles must display all current plates, tags, and decals, including safety inspection stickers, required by applicable law. In addition, for the safety of the community, all vehicles must be in safe and good operating condition.

## PARKING ETIQUETTE

Garage parking stalls can be either purchased or leased. In no event shall any vehicle block any sidewalk, and parking area. Parking in other than designated parking areas shall be strictly prohibited. Guest parking spots will be available on upper level with a maximum parking duration of 72 hours.

## PROHIBITED PARKING

Unless parked in purchased or leased parking stall and fitting completely into the stall, the following are not allowed to be parked on site:

- Boats, trailers, jet-skis and trailers for same
- Panel trucks, buses, trucks with a load capacity of one (1) ton or more
- Vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles)
- Recreational vehicles (RVs and motorhomes)
- Vehicles used primarily for commercial purposes
- Vehicles with commercial writings on their exteriors other than Sheriffs, Marshals or police officers' vehicles marked as such



- Any non-registered, un-licensed, non-running vehicles are also prohibited from being parked on the Property or designated parking areas for particular types of vehicles

Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exterior shall be allowed temporarily on the Property during normal business hours for the purpose of serving any Unit or Common Element; provided, however, no such vehicle shall remain on the Common Elements overnight or for any purpose unless prior written consent of the Board is first obtained. The terms of these provisions shall not apply to any Unit or any portion of the Property owned by Declarant. Any breach of this Agreement will result in a fine of \$100/ day per occurrence. Management reserves the right to tow vehicles parking in violation of the above at the cost of unit owner and without liability to the association.

## MAX VEHICLES

A Unit Owner, combined with every tenant and occupant of the Unit, shall be limited to keeping three (3) Registered, Licensed, and running vehicles on the Property.

## Leasing Unit

### UNIT LEASING

Any Owner who desires to lease his Unit shall do so solely through the management office which may have list of approved lease prospects. Management fee of 3% will be charged monthly, and lease income less management fee and costs for any repairs will be paid to unit owner monthly.

Emergency repairs will be handled by on-site maintenance. For non-emergency work, unit owner would be contacted for approval.

Nothing contained in this paragraph shall be construed to mean that the duties and obligations of the Owner are in any way diminished or affected by any lease agreement executed. If the Lessee breaches any of the Covenants herein contained, the Association retains the right to take immediate and appropriate action against the Lessee, the Owner, or both.

At no time may any unit be leased or rented for a period less than twelve (12) months. A Unit may only be leased to and occupied by a single family, meaning or more individuals related by blood, marriage, or adoption. Any breach of this Agreement will result in a \$100 fine per day. Renters will be required to maintain renters insurance of a minimum of \$250,000 and provide copy of such to management.

### ASSIGNMENT OF RULES TO SUBSEQUENT BUYERS OR LESSORS

The Unit Owner shall provide a copy of this rule to any tenant and / or purchaser upon the lease or conveyance of the Unit.

### POSSIBILITY OF FUTURE RESTRICTIONS

The Board of Directors shall be entitled to invoke additional rules and regulations and administer fines for violations from time to time for the operation, use, and maintenance of the Properties located within its jurisdiction, including the Units and the Common Area, provided such rules and regulations are not inconsistent with this Declaration.

### **BOARD INSPECTIONS**

The Board may establish procedures and policies for inspection of Units and enforcement of existing requirements, including the assessment of fines, which may be established by the Board from time to time.

### **PERSONAL PROPERTY**

The association shall not be responsible for lost or stolen personal property, equipment, or money regardless of how or when the loss occurred.

### **ACCIDENTS & INJURIES**

Owner or occupant shall report to management office all accidents or injuries occurring in the common elements.

### **REMEDIES FOR BREACHES**

The board shall have the right to levy fines for violations of the rules and regulations or any such rules and regulations subsequently adopted, provided that the fine for the first single violation may not exceed \$25 unless otherwise specified in the declaration or rules and regulations. Each day that a violation continues after receipt of notice by the owner shall be considered as a separate violation.

For a second violation a fine of \$50 for each day a violation continues after receipt of notice constituting a separate violation. For a third violation a fine of \$100 for each day a violation continues after receipt of notice constituting a separate violation.

Any fine so levied shall be considered as a limited common expense to be levied against the particular owner involved and collection may be enforced by the Board in the same manner as the board is entitled to enforce collection of assessments.

### **COMPLAINTS TO MANAGEMENT**

Complaints regarding the Building management, Condominium grounds, or any other Owner's or occupant's actions shall be made in writing to the Board.

### **REGULATIONS**

Unit owners agree to abide by the reasonable regulations of the Board of Directors which shall from time to time be promulgated.

### **BOARD ENFORCEMENT LIABILITY**

Neither the Association nor any officer or agent thereof shall be liable to any person for any claim of damage resulting from the removal activity in accordance herewith. The Board may elect to impose fines or use other available remedies, rather than exercise its authority to remove property hereunder.



## EMERGENCY ENFORCEMENT

The Board, in its discretion, may determine that an emergency situation exists and may exercise its removal rights hereunder without prior notice to the property owner; provided, however, in such case, the Board shall give the property owner, if known, notice of the removal of the property and the location of the property within three (3) days after the property is removed.

## RIGHT TO ENTRY

So long as Declarant owns any of the Properties, Declarant shall have the right to enter the property.

## *Ownership Facts*

## OWNERSHIP FACTS

A condominium is a multiple-unit dwelling in which there is separate and distinct ownership of individual units and joint ownership of common areas. As such, all owners are governed by the declaration, by-laws, and covenants attached to the property. Copies of the governing documents are available and it is recommended that all owners review these documents. Below is a brief summary of these items.

## *Property Classification*

## UNIT BOUNDARIES

Everything within the outermost walls of your home, which includes all interior walls, windows, doors (including front door and terrace folding doors), glass, ceiling, floors, permanent fixtures, structural components, the electrical, plumbing, and mechanical systems serving the unit, including HVAC unit, a portion of which will be located on the roof.

## COMMON ELEMENTS

Includes all areas affiliated with Atrium at Fountains that are not otherwise designated as a portion of the unit. All unit owners have an undivided ownership interest in the Common Elements, and they have a right to access and enjoy the areas.

## LIMITED COMMON ELEMENTS

Common elements that have been separately identified in the Declaration as being for the exclusive use and benefit of less than all of the unit owners.

Examples of Limited Common Elements would be the terrace(s) of each unit, party walls serving as dividing lines between units, and any reserved parking spaces that are either rented or purchased by unit owners.

# Maintenance

## BY UNIT OWNERS

Each owner shall be responsible for all maintenance, repairs, replacement of any items inside their unit and terrace of their unit including all doors serving the unit and windows fronting the atrium.

## BY ASSOCIATION

The Association is responsible for maintaining all Common elements of Atrium such as exterior of building, roof, stairwells of Atrium floors, atrium, lounges, fitness center, corridors, owners lobby on lower level.

## BY FOUNTAINS

Elevators are a building element and are the responsibility of Fountains of Gateway. Landscaping, parking areas, snow and ice removal, and exterior lighting are maintained by Fountains at Gateway and billed on a pro-rata basis to the Association as a pass through.

## CONTACT INFORMATION

**Mobile:** (615) 000-0000

**Office:** (615) 000-0000

**Maintenance:** (615) 895-0850

**Web:** [www.atriumatfountains.com](http://www.atriumatfountains.com)

**Email:** [live@atriumatfountains.com](mailto:live@atriumatfountains.com)

Please keep our contact information handy, and don't hesitate to reach out if you have any questions or concerns of any kind.

If we aren't the right contact for your specific question, we'll be happy to direct you appropriately.

## UTILITIES

**Electrical:** Fountains uses MTE for electrical service, and each condo has a sub-meter that will be read and billed monthly.

**Water:** Fountains uses Murfreesboro Water and Sewer for services, and each condo has a sub-meter that will be read and billed monthly.

**Internet:** Murfreesboro Data is a sister company to Fountains with the same ownership, and provides economical fiber services to Fountains tenants and owners.



*Projected Move-In Date*  
**WINTER 2025**

