

# River Plantation Section Two Rules and Regulations

Amended January 2021

## General

1.1 **Purpose:** These Rules and Regulations are written to provide for the safety, care, and cleanliness of the property, and for securing the comfort and quality of life of Homeowners and Residents. Homeowners are responsible to ensure that all residents, tenants, and guests on the property adhere to the Rules and Regulations.

1.2 **Responsibilities of Homeowners who Lease/Rent Their Units:** The Rental Restriction Policy attached hereto is amended to these Rules and Regulations and is fully a section to them. Landlords must document in their lease that their tenant has received copies of the Rules and Regulations and other governing documents, and that failure of the tenant to abide by these documents shall invalidate any lease.

1.3 **Changes and Modifications to Rules and Regulations:** The HOA Board of Directors reserves the right to change, modify or make such Rules and Regulations from time to time as may be deemed necessary.

1.4 **Right to Correct Violations:** The HOA may take measures as defined in the governing documents to ensure that infractions are cured, up to and including legal action. The violation of any of these Rules and Regulations shall result in the HOA having the right and option to enter such Homeowner's unit, terrace or carport, to remove or change any condition causing or resulting in such violation and to correct such violation, at Homeowner's expense.

1.5 **Costs Associated with Correcting Violations of Rules and Regulations:** As specified in the governing documents, the Association will make reasonable efforts to notify Homeowners when rules are violated so the Homeowner can correct the situation. If violations are not corrected by the Homeowner, the Association may correct the violation. The Association is not responsible for any costs associated with the correction of violations. Such costs will be charged to the Homeowner's account and are subject to the Association's collection policies.

1.6 **Fines:** In addition to actual costs as described above, violation of any Rules and Regulations of River Plantation Section Two deemed to be habitual or blatant by the HOA Board may result in a ~~\$25.00~~ fine against the responsible unit per day until corrected, or per occurrence. Such costs will be charged to the Homeowner's account and are subject to the Association's collection policies.

## Buildings and Units

2.1 **Preservation and Cleanliness:** Each Homeowner or Resident shall keep his home, his designated storage space, carport and terrace to which he has sole access, in a good state of preservation and cleanliness, and shall not sweep or throw from the doors, windows, or terraces, any dirt or other substance.

2.2 **Exterior Modifications:** Exteriors, and interior changes which could affect structural integrity, of homes may not be modified, redesigned, or otherwise changed without prior authorization from the HOA Board. See Appendix D for the change request form.

2.3 **Paint Colors:** The HOA Board determines exterior paint colors in a manner consistent with the overall design of the community. Such colors may change from time to time to reflect current aesthetics and to maintain property values. The HOA paints the exterior of the Homes at regular intervals. Any color changes, including to doors and block walls separating terraces, must be submitted to the HOA Board for approval prior to repainting.

2.4 **Maintenance:** The HOA conducts regular maintenance on the property. Residents must allow designated maintenance workers access to all portions of the property as necessary in the performance of their duties. The HOA will make reasonable efforts to notify Homeowners when such access is required.

2.5 **Awnings and Terrace Covers:** Because awnings and terrace covers can impact the work of HOA maintenance activities such as repair and painting of siding and exteriors, design plans for these must be submitted to the HOA Board for review and approval. Awnings and covers must be maintained by the Homeowner.

2.6 **Enclosures:** No terrace or carport shall be enclosed.

2.7 **Water Cut Off:** The water cut-off valve located in the front of each Unit must remain accessible at all times.

2.8 **Drains and Pipes:** Toilets, drains, disposals and other water apparatus in any building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other article be thrown into the same. Any damage resulting from misuse of any of the same or other water apparatus in a Unit shall be repaired and paid for by the Homeowner of such Unit.

2.9 **Window Air Conditioning Units:** Standard box-type window air conditioners that extend beyond the profile of the window are prohibited. Interior air conditioning units with vents that do not extend beyond the windowpane are allowed.

2.10 **Noise and Odors:** No Homeowner or Resident of a Home shall cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their units. River Plantation Section Two complies with Metropolitan Nashville ordinances regarding excessive noise. Violation of the noise ordinance shall be reported to the Metropolitan Police Department.

2.11 **Trash:** River Plantation Section Two adheres to Metropolitan Nashville ordinances regarding disposal of waste and refuse. Refuse from the Units shall be placed in containers in such places and at such times and in such manner as the HOA Board may direct. All trash must be bagged and kept in containers until pickup. Certain items, such as furniture, electronics, paints or solvents, construction debris, car batteries, yard or shrub debris, may not be placed in the disposal bins. Dumping of any type of rubbish, waste, trash, discarded furniture, etc. within the tree lines along the drainage ditches adjacent to the property is strictly prohibited.

2.12 **Signs, and Notices, and Seasonal Decorations:** No sign, notice, advertisement, decoration or illumination shall be inscribed or exposed on or at any window or other part of any building, nor be displayed anyplace on the property, with the following exceptions: 1) For Sale, Open House and similar real estate signs for home sales may be displayed only between 5:00 pm Friday and 5:00 pm Sunday, and can be placed only at the Unit itself. A single 'For Sale' sign can be placed in an inconspicuous manner at the trash collection location of the unit and can remain until the unit is sold. 2) Holiday and seasonal decorations can be placed in an appropriate, tasteful manner and time. 3) Signs or decorations of a personal and non-offensive matter can be placed in windows only. No display can cause damage to the buildings or grounds. The Board of Directors will determine, at its sole discretion, if any sign, decoration, or display is inappropriate and reserves the right to remove and dispose of any material judged as such.

2.13 **Use of Carports:** Each Home has a carport for the sole use of the Homeowner or Resident for parking. Two vehicles, or similar modes of transportation may be parked in the space. Homeowners or Residents having more than two modes of transportation must obtain permission from the HOA Board to park these vehicles in the designated common parking spaces.

2.14 **Items on Carports:** No storage or construction items, furniture, plants or other material may be placed on the carport except for the following: A maximum of three planters are allowed on or above the carport so long as these do not impede the delivery of mail or trash pickup. A plant stand may be used to hold a planter or pot.

2.15 **Satellite Dishes:** Requests for installation of satellite dishes or other external antennas shall be submitted to the Board in writing by sending such request to the Property Manager.

2.16 **Mailboxes:** All mailboxes must be of an approved size and located in such place as designated by the HOA Board.

2.17 **Acquired Alterations to Units:** In many instances, new Homeowners have acquired homes that have installations or alterations, made by previous owners, that are not original to the property. Upon sale or transfer of ownership, responsibility to maintain these installations and alterations passes to the new Homeowner, not to the Association.

### **Vehicles, Walks and Drives**

3.1 **Entrance:** The sidewalks, entrances, common parking and drives and courts of the various buildings shall not be obstructed or used for any purpose other than ingress to and egress from the Homes.

3.2 **Driveways:** No vehicle belonging to a Homeowner, Resident, member of their family, guest or employee of a Homeowner or Resident, shall be parked in a manner as to impede or prevent ready access to any entrance or exit from any building by another vehicle. Driveways must be kept clear for emergency vehicles.

3.3 **Non-allowed Vehicles:** Unlicensed, inoperable, wrecked, oversized vehicles and large boats, RV's, semi-tractor/trailers, machinery or other equipment parked or left without authorization on the property are subject to being towed. Impounded vehicles can be retrieved at the owner's expense from Bailey's Wrecker Service, 1315 Gallatin Road, Nashville. (615-227-1283)

3.4 **Toys and Bicycles:** Toys, bicycles, etc. shall not be left in driveways or sidewalks. Minimal numbers can be placed in an orderly manner in ~~or~~ carports.

3.5 **Guest Parking:** Guest parking lots are for guest use and limited disability related vehicle accommodations. Guest parking lots are not to be used by residents for storing vehicles that do not fit in carports unless specific permission has been granted by the Board.

3.6 **Vehicle Repairs and Oil Leaks:** Performing repairs on vehicles on the property is prohibited except in emergencies. Oil changing is not allowed at any time. Any oil leaks on carports or parking lots must be promptly removed by the Homeowner or Resident at the Homeowner's or Resident's expense.

3.7 **Parking on the Lawns:** Except for Association-approved maintenance or landscaping activities, driving and parking on the lawns is prohibited.

3.8 **Moving and Dumpsters:** Portable storage containers and moving vans may be parked for no more than 48 hours while residents are moving in or out, and entrances, carports or drives shall not be blocked. Homeowners or Residents who have need of construction dumpsters shall notify the HOA Board regarding how long they need the dumpster(s) and such may be used for temporary periods only.

### **Landscaping and Common Grounds**

4.1 **Landscaping Service:** The HOA Board engages a landscaping service to provide basic lawn care and maintenance of the common property and the front flower beds. Homeowners may file a request with the Property Manager if they do not want the landscapers to work in their flower beds.

4.2 **Planting:** Homeowners may plant, and maintain, seasonal flowers in areas that do not impact the work of the landscapers or other maintenance personnel. The Association reserves the right to trim or remove any tree, plant, shrub, flower or other planting that impedes the performance of ongoing maintenance, lawnmowing and landscaping activities. Each Homeowner or Resident must ensure that any plantings near the Homes shall not cause damage to foundations, utilities, or any part of the buildings. Such plantings shall not extend over gutters, carports, buildings or into neighbor's designated areas.

4.3 **Front and Side Bed Landscaping:** Any landscaping or planting done by the Homeowner in front or to the side of the building must be maintained by the owner in a manner consistent with the landscaping in the common areas. Any such area, if allowed to deteriorate, may be returned to its original state by the Association at the expense of the Homeowner.

4.4 **Terrace Landscaping:** Terraces may be landscaped by the Homeowner or Resident.

4.5 **Watering Plants and Lawns:** Because water is a shared cost, water should be used only as necessary. Homeowners and Residents may water plants and shrubs for maintenance. The HOA will oversee watering of the common areas such as lawns.

4.6 **Disposal of Landscaping Waste:** Disposal and dumping of any landscaping material along or within the tree lines of drainage ditches adjacent to the property is prohibited.

**Pets and Animals**

5.1 **Pet Control and Waste Pick Up:** River Plantation Section Two adheres to applicable Tennessee and Metropolitan laws regarding leashes, control of animals and removal of animal waste. Violation of all such laws shall be reported and turned over to the legally designated authorities. Animal control laws are applicable to any person who brings or harbors an animal on the property.

5.2 **Types of Animals Not Allowed:** Certain animals may not be kept on the property as pets or for any other purpose. These include livestock, swine, poultry, snakes, rabbits, ducks or exotic or wild animals.

5.3 **Animals Unattended on Terraces:** Pets may not be left unattended on terraces.

5.4 **Feeding of Animals and Birds:** Bird feeders are permitted as long as the Homeowner or Resident ensures that areas around these remain clear of bird droppings (which can pose a health hazard and damage to the vehicles and buildings) and the feeders do not draw pests to the buildings. Other animal food may not be left outdoors as this draw's pests and wildlife such as mice, rats, opossums, and racoons.

**Clubhouse**

6.1 **Clubhouse Rental:** Contact the Property Manager for information about how to rent the Clubhouse. Rules and costs to rent are described in the Clubhouse Rental Agreement attached as Appendix B.

**Swimming Pool**

**NOTE:** The pool area is the space inside the iron post fencing.

7.1 **Swimming Pool Rules:** The swimming pool opens each year on or before Memorial Day weekend and closes on or soon after Labor Day weekend. Pool hours are 8:00 a.m. through 8:00 p.m. daily. Each Homeowner is entitled to one key fob per unit. Sharing of keys is strictly prohibited. Non-owner Residents (renters) may obtain keys from the Homeowner. Homeowners who have tenants are responsible to ensure that any keys distributed to tenants are collected when the home is vacated. If you need a key to the pool, contact the Property Manager. The replacement cost for lost keys is high, so you are encouraged to keep your key in a safe place. must comply with the following pool rules:

- A. A telephone is available in the pool area for use in emergencies. This phone may be used only in emergency situations to call 911.
- B. The pool is for the use of residents (persons currently living in River Plantation Section Two) and their guests only. Residents must always be present at the pool with their guests.
- C. Pool parties and/or large groups of guests are not allowed.
- D. NO SMOKING is allowed in the pool area.
- E. No running, foul language, disorderly conduct, destruction of property or other inappropriate conduct is allowed.
- F. No animals are allowed in the pool enclosure except for certified assistant animals for disabled individuals.
- G. No food or beverage is allowed in or on the water. No tobacco products or alcoholic beverages are allowed in the pool area. Food and non-alcoholic beverages are allowed in the pool area provided they are not excessive in amounts, and provided all refuse is completely and properly removed. The HOA reserves the right to disallow any resident from having food or beverages within the pool area if they are judged to be excessive or inappropriate. Picnic areas are provided outside the pool enclosure.
- H. No glass is permitted in the pool area.
- I. Proper bathing suits are required. No cut-off jeans or shorts are permitted in the pool.
- J. Diapers are not allowed. Small children who are not toilet trained are required to wear "Swimmers" at all times when in the pool.
- K. The gate must be closed and locked at all times after anyone enters or exits.
- L. No person under the age of 14 is allowed in the pool area without adult supervision being present.
- M. Pool hours are 8:00 a.m. through 8:00 p.m. each day.
- N. Key fobs cannot be duplicated. Replacement fee is \$25. Exceptions to this fee will be considered by the Board on an individual basis.
- O. Only Homeowners/Residents in good standing with payment of HOA dues and assessments may use the recreation facilities and other amenities.

THERE IS NO LIFEGUARD ON DUTY AT THE POOL. ANYONE USING THE POOL DOES SO AT THEIR OWN RISK. BY ACCEPTING A KEY, HOMEOWNERS ARE RESPONSIBLE TO ENSURE THAT ANYONE ENTERING THE POOL ENCLOSURE IS APPRISED OF AND ADHERES TO THESE RULES.