

# River Plantation Section Two



## *Homeowner's Association Handbook*

January 2021

# River Plantation Section Two

## Handbook for Homeowners and Residents

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## Introduction

This Handbook was developed by the River Plantation Section Two Board of Directors as a guide to all Homeowners and Residents.

If you are new to our community, we welcome you. If you are one of our long-time residents, thank you for choosing to make your home with us. Whether you are new to our community or long time Homeowners or Residents, we hope you will find the information contained herein helpful.

## QUICK REFERENCE

### Board of Directors

Following the annual meeting each year, the Homeowner's Association (HOA) will update Homeowners with the current list of Board members and Officers of the Association. These updates will appear in the newsletter which is periodically distributed to each home. Homeowners are encouraged to read these newsletters and file any updates with this Handbook. The Board meets once per month at the Clubhouse. Homeowners who wish to submit items for discussion at a meeting may do so by contacting the Property Manager at least two business days prior to a meeting. The Board typically meets on the first Monday of each month. Homeowners may attend Board meetings as observers and may speak if recognized by the Board.

### Property Management

The HOA contracts with an independent property management company to provide certain business services and coordinate maintenance of the property. The name of the company and contact information is shown below.

David Floyd & Associates, Inc.  
104 East Park Drive, Suite 320  
Brentwood, TN 37027  
Assigned Property Manager: David Floyd III  
615-297-2824 riverplantation2@gmail.com

Normal business hours are: 9:00 a.m. – 5:00 p.m. Monday through Friday.

**Please contact DF&A at 615-297-2824 for all after-hour emergencies.**

### Paying HOA Fees

Homeowners are encouraged to pay their HOA fees via auto-draft through DF&A. This saves owners the worry from having to remember to pay their fees, avoids late fees, and at the same time helps with the Association's cash flow. There is no charge to sign up on our auto-draft program. In most instances, the draft takes place between the 6th and 10th of each month. If you change your bank account or sell your home, please remember to notify us in writing at least ten (10) days before the change occurs. An auto-draft form can be downloaded on the RP2 website (RiverPlantation2.org).

RP2 is also set up to allow owners to pay their monthly HOA fee online through Union Bank. To make a one-time online payment, go to [hoabankservices.com](http://hoabankservices.com) and click on "Make Payment." Then click on "Make a One-Time Payment." Then enter your HOA name in the "Homeowners Association Name" box and click on "Find." Then enter your Account Number (same as your unit number / street address number). Then click on "Yes, Continue to Make a Payment." You can then enter the amount you wish to pay and choose your payment method. There is no charge for online payments unless you pay by credit card. The free payment method is known as payment by e-check.

Homeowners are welcome to pay their HOA Fees the old-fashioned way by mailing a check to DF&A's office at 104 East Park Drive, Suite 320 Brentwood, TN 37027. Please make sure all checks are made payable to River Plantation Section 2 HOA and include a payment coupon if possible (this can be printed on the RP2 website). Checks should also include your individual address or unit number in the memo section.

## EMERGENCIES

Call 911 if you have a medical emergency, fire, or other life-threatening situation. If you have an interior plumbing issue, contact a licensed plumber. For other emergency issues contact David Floyd & Associates at 615-297-2824 during regular business hours, and 615-297-2824 after-hours.

## Police Non-Emergencies

For Police non-emergency calls: Metro Police, West Precinct, 6730 Charlotte Pike, Nashville, TN 37209  
615-862-8600

## Security

Residents are urged to keep their homes and cars locked. Any suspicious activity should be reported to the police. Please notify the Property Manager in the event you file a police report.

If you live alone, or if you are caring for a family member who cannot dial 911, please have a family member or trusted friend check on you regularly or consider obtaining a medical alert device.

River Plantation Section Two has security lights at the sidewalks and driveways. These lights are on circuits, so if one goes out, or needs repair, a number of lights may be affected. Make sure your porch and carport lights are in working order.

## Work Order Requests

Work requests must be submitted *in writing* directly to the Property Manager either on the form attached hereto as Appendix A, or via email. All requests are subject to Board approval and the availability of funds.

## Garbage Pickup

Garbage pickup is done by Gray's Disposal Services every Tuesday and Friday. Garbage and household trash must be properly bagged and placed in the designated garbage bin at each residence. Do not place it on the carports or driveways. Furniture, electronics, paint, solvents and certain other items are not picked up by this disposal service. For information on how to dispose of these items see page 10 of the Handbook.

## Charity Pick-up

Furniture, clothing and other items for charity pickup must be clearly labeled and may be left on the carport the night before expected pick up. They are not to remain on the carport beyond the day of expected pick up.

## Termite/Insect Control

Guardian Pest Control 615-476-2196

Belle Meade Exterminating 615-298-5555

Our pest/insect control contractor is on the property one day per month. If you think you have termites or are having issues with insects, please call the appropriate number as shown above and request a specific visit to your residence. If this service is provided during the contractor's regular monthly visit there will be no charge to the Homeowner. This service is limited to one time/unit/year. If you request services at other times, the contractor will charge you directly.

## Swimming Pool

The swimming pool is typically open from Memorial Day through Labor Day. These dates may vary dependent upon the weather; exact times will be shown in a newsletter. One key fob is provided to each unit by the Property Manager. If you are a new Homeowner and do not have a key, please contact the Property Manager. **ALWAYS make sure the gate is securely locked after entering and exiting the pool area.** Please also see Swimming Pool Rules and Regulations on page 7 of this Handbook.

## Animals

Dogs must be kept on a leash and cats are not allowed to roam. If you see an unattended animal contact Metro Animal Control at 615-862-7928. **Please be advised that River Plantation Section Two strictly enforces the rule that Residents pick up after their animals.** Please also see Metro Nashville Animal Control Law on page 8 of this Handbook.

### **Driveways and Right of Way**

Driveways must remain clear for emergency vehicles. Please ensure that your guests park in the guest parking areas or in your carport. Vehicles parked in the driveways, abandoned, unlicensed, inoperable, wrecked, and oversized vehicles are subject to being towed, at the owner's expense. If vehicle is towed, it can be retrieved at: Bailey's Wrecker Service, 1315 Gallatin Road, Nashville, TN. 615-227-1283.

No toys, bicycles, etc. are to be left on the sidewalks. Please protect our children and other residents by obeying the speed limit while driving through the property.

### **Rental Permits**

In accordance with the By-laws, only 15% of homes in River Plantation Section Two may be rented at any given time. Homeowners must apply for and be granted a permit, in writing, prior to renting the home. Issuance of a permit will be at the sole discretion of the Board of Directors. Renting a home without a rental permit will result in substantial fees and assessments. Please see Rental Restriction Policy on page 14 of this Handbook.

### **Use of Clubhouse**

Use of the Clubhouse is available to Homeowners only on a scheduled basis and with a nominal fee. Contact the Clubhouse Coordinator or Property Manager to discuss use. Non-resident guests are welcome, but an RP Two homeowner must sponsor the use and will be solely responsible for all activities of the group. Please see Appendix B for copy of the Clubhouse Rental Agreement.

### **Master Deed and By-Laws**

For your use and information, the Master Deed and By-Laws are attached to this Handbook. The Master Deed is attached as Appendix D and the By-Laws as Appendix E.

### **Miscellaneous**

- Carports and garbage bins are to be kept clean.
- Except for designated carport sale times, furniture and other storage items are not permitted to be kept on the carport. Limits on plants and decorations are described in the **Rules and Regulations**.
- Carports are for vehicles and small transport devices only. Vehicles must fit entirely within the carport and should not extend into the driveway. River Plantation Section Two strictly enforces this rule.
- The water cut-off valve for each home is located in front of the home. Homeowners are responsible to make sure the cut-off valve remains clear and accessible in case of a plumbing emergency.
- Homeowners are responsible for maintenance of water, drain, electrical, and gas lines for their home including out to the point where they intersect a main line.
- River Plantation Section Two maintains a landscaping service for basic lawn care and maintenance of the common property areas. The Association is responsible to ensure that all common property is maintained. Our landscapers make every effort not to interfere with flower beds in front of the homes. Maintenance workers may unavoidably impact these areas while performing their duties.
- Noise control is important. Noise, including but not limited to loud vehicles, musical instruments, shouting, and continuously barking dogs, is strictly prohibited.
- Be aware that dogs are never to be left unattended on the patios.
- Please see the Rules and Regulations section (page 4 of this Handbook) for additional information related to these items.
- Copies of this Handbook, including appendices and all forms referred to herein, are available for viewing on the River Plantation Section Two website: [RiverPlantation2.org](http://RiverPlantation2.org). All documents can be downloaded and printed at the Homeowner's convenience.

# 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, 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 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. Anyone at the pool 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.

# Animal Control

River Plantation Section Two Homeowners and residents are required to adhere to Metropolitan Animal Control Laws. The following sections specifically pertain to our community: REPORT ANY VIOLATIONS TO METRO ANIMAL CONTROL at 615-862-7928.

## **Metro Animal Control Law – (Select Sections pertaining to River Plantation Section Two)**

### **8.04.010 – Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section: At large. A dog is considered to be running “at large” when such dog is off the premises of the owner and not under the control of the owner, either by leash, cord, chain or otherwise.

### **8.04.020 – Rabies vaccination required.**

It is unlawful for any owner to keep, harbor or permit to remain on or about any premises any dog over six months of age which has not been vaccinated against rabies as required by the board of health. A certificate of such vaccination shall be issued by a licensed veterinarian duly authorized to administer such a vaccination, and such certificate shall be kept by the person who owns, keeps, harbors such dog, subject to the inspection of the chief medical director. In those instances where the issuance of a license, as provided in Section 8.04.040, may be accomplished at the same time the dog is vaccinated, such as at the annual rabies clinics sponsored by the department of health, the issuance of a certificate of vaccination may be dispensed with, although the same will be issued upon request.

### **8.04.070 – License tags.**

Dog license tags issued pursuant to this chapter shall be supplied by the department of health, to be made available in its budget, out of the revenues of the metropolitan government. It shall be the duty of the owner to attach such license tag to a collar which shall be worn at all times by each dog licensed. In the event of the loss of such license tag, the department of health shall issue a duplicate tag, for which the owner shall pay a fee of two dollars, and such duplicate tags shall be forthwith attached to the dog collar and at all times worn thereon; provided, that the collar may be removed in cases of hunting dogs while in chase or while in training. A dog tag shall not be transferable from one dog to another. No refunds shall be made on any dog license fee.

(Ord. 89-995 § 2; prior code§ 8-1-8)

### **8.04.080 – Failure to pay license fee.**

It is unlawful for any person or owner to keep or harbor any dog for which a license fee on such dog has not been paid as required by this chapter.

(Prior code § 8-1-6)

### **8.04.090 – Confinement Required-Female dogs in heat.**

Every owner of a female dog is required to confine the same during the time she is in heat. The confinement required by this section shall be such that other dogs may not get to the female dog. It is unlawful for any owner of a female dog not to so confine such dog as required by this section.

(Prior code§ 8-1-12.1)

### **8.04.100 – Confinement Required-Animals suspected of having rabies.**

If any animal has bitten any person, or is suspected of having bitten any person, or is for any reason suspected of being infected with rabies, the department of health may cause the animal to be confined or isolated for such time as it is deemed necessary by the chief medical director to protect the safety of people and of property. Such confinement or isolation shall be at a place designated by the chief medical director.

(Prior code§ 8-1-12)

### **8.04.110 – Running at large prohibited-Seizure of animals.**

A. Any dog found running at large may be seized by the proper authorities of the health and police departments of the metropolitan government or, within the area of their respective jurisdiction, by employees of satellite cities who have been duly appointed to do same by the city manager or governing body of the satellite city. A dog is considered to be running at large when such dog is off the premises of the owner and not under the control of the owner, either by leash, cord, chain or otherwise; provided, that a dog shall not be considered running at large when the dog is off the premises of the owner if such dog shall be accompanied by the owner and the owner shall have full command of such dog or the dog is a hunting dog and is in chase or in training and accompanied by a responsible person.

B. It is unlawful for any person to allow a dog belonging to him or under his control, or who keeps or harbors a dog, or who has it in his care, or acts as its custodian, or that may be habitually found on premises occupied by him, to run at large, and any such person whose dog is found to be running at large shall be guilty of a misdemeanor and subject to the penalty and punishment set out in Title 1 of this code. 8.04.110

C. When any person is charged with a violation of this section, the chief medical director, or his designated representative, is authorized to issue citations for such violations. When a citation is issued for a violation of this section, it shall be the duty of the metropolitan court in which such case is set for trial to try the same without the issuance or service of a warrant upon such defendant, provided the defendant has signed a waiver on such citation agreeing to come to court and waiving the issuance and service of a warrant upon him.

**8.04.120 -Authority to impound dogs.**

All police officers and rabies control officers or duly authorized employees of satellite cities within their respective jurisdictions, shall have the right to take up and put into the pound of the metropolitan government any dog found in violation of any provision of this chapter. However, before employees of a satellite city shall place a dog in the pound, such satellite city shall have an agreement with the metropolitan health department governing the impoundment and disposition of such dog.

(Prior code § 8-1-14)

**8.04.180 – Removal of excrement.**

A dog owner shall clean up and remove any excrement left by his or her dog(s) on any public property or private property not owned or lawfully possessed by the dog owner. Violations of this section shall be punishable by a fifty-dollar fine.

**8.12.010 – Keeping of animals that disturb the peace.**

A. It is unlawful for any person to keep any animal, dog, bird or fowl which by causing frequent or loud continued noise, disturbs the comfort or repose of any person in the vicinity.

B. Violation of this section shall be declared to be public nuisance which violation may be enjoined by any court of competent jurisdiction.

**8.08.030 – Vicious dogs prohibited.**

A. It shall be unlawful for any person to keep or harbor a vicious dog within the area of the metropolitan government unless said dog is confined.

B. In addition to the court actions set forth in Section 8.08.060 of this chapter, upon being found in violation of the provisions of this section, the court may order that the person do one or both of the following:

1. Be precluded from owning, harboring, or having custody or control of companion animals for a period of time that the court deems reasonable.
2. Pay appropriate fines and fees.

(Arndt. 1 to Ord. BL2007-1316 § 1, 2007; Ord. BL2007-1316 § 1, 2007; Ord. 2001-842 § 2 (part), 2001; Ord. 89-737 § 2, 1989)

**8.08.040 – Impoundment-Authorized when- Fees.**

Any vicious dog, not in compliance with the provisions of Section 8.08.030 may be taken into custody by the appropriate authorities of the department of health or of the metropolitan police department and impounded. The fees imposed by Section 8.04.130 of the Metropolitan Code shall be imposed upon and paid by the owner of such vicious dog so impounded to cover the costs of the metropolitan government in impounding said dog.

(Ord. 2001-842 § 2 (part), 2001; Ord. 89-737 § 3(a), 1989)

**8.08.050 – Impoundment-Court proceedings against owner.**

A. Upon receipt of a vicious dog complaint, the division of metro animal services shall investigate said complaint. No dog that is the subject of a vicious dog investigation may be relocated or ownership transferred pending the outcome of said investigation. Each vicious dog complaint shall be subject to the review of the director of metro animal services or his/her designee prior to initiating any action against the dog's owner.

B. If the director of metro animal services has probable cause to believe that a dog is in violation of any provision of the chapter, the animal shall be impounded at the metro animal services facility or a licensed veterinary clinic in Davidson County. The owner of the dog shall be charged with violating this chapter, and proceedings initiated in the metropolitan general sessions court against the owner.

*Certain items are not collected under the River Plantation Two Trash collection contract. The following information pertains to items that are not allowable for pickup, as well as recyclables:*

## **Metro Government of Nashville and Davidson County Household Hazardous and Electronic Waste Disposal**

Residents can bring up to 15 gallons or 100 pounds of household hazardous waste and one computer system each month. There is no fee to drop-off household hazardous waste at the following convenience centers:

Household hazardous waste (HHW) refers to products containing potentially harmful or toxic chemicals, often used for cleaning and maintenance of our homes.

### **East Center**

943A Doctor Richard G. Adams Drive  
Nashville, TN 37207  
(615) 862-8631  
Hours: Mon.-Sat. 7:30am-5:00pm and  
Sun. Noon-4:00pm

### **Ezell Pike Convenience Center**

3254 Ezell Pike (Located on Ezell Pike behind the South Police Precinct which is located at 5113 Harding Place – Note for GPS users, enter 5113 Harding Place into your device) Nashville, TN 37211  
(615) 880-2530  
Hours: Mon.-Sat. 7:30 a.m.-5:00 p.m. and Sun. Noon-4:00 p.m.

Electronic waste includes computers, printers and scanners, TV's, microwaves, video or music cassettes/disks and more. Electronic waste can be taken to the East Center on Richard G. Adams Drive listed above and to:

**Omohundro Waste and Recycling Facility**  
1019 Omohundro Place (entrance on Freightliner Drive)  
Nashville, TN 37210  
(615) 880-1955  
Hours: Tue.-Sat.: 8:00am-4:30pm

Residential Waste and Recycling is accepted at East Center and Omohundro Waste and Recycling Facility.

### **Unacceptable Items**

- Ammunition Explosives
- Industrial, commercial or business generated hazardous waste.
- Medical waste (needles can be put inside red medical sharp containers or two-liter bottles with the lid and placed in your trash container).
- Unused or expired medications
- Any household hazardous waste in commercial or work vehicles. Any household hazardous waste from out of county residents.
- Any household hazardous waste over 15 gallons or 100 pounds per household/month.

For questions about household hazardous waste call (615) 880-1000.

See following pages for information about paint recycling and a list of items accepted at Metro Disposal Sites:

# Latex Paint Disposal

**Effective January 1, 2014:** Metro Nashville Public Works will no longer accept LATEX (water-based) paint at the household hazardous waste collection facility (East Recycling Convenience Center) located at 943A Dr. Richard G. Adams Dr., Nashville, TN 37207.

Today's latex (water-based) paint has a very low level of toxicity and is not considered hazardous waste. Disposing of it is costly, therefore, we ask people with unwanted latex paint to use other options to dispose of it. So, save yourself a trip to the HHW collection facility! Here are some easy, safe ways to dispose of unwanted latex paint:

**Figure out what kind of paint you have** – If your paint is latex, it will have the words “latex”, “water-based”, or “acrylic” on the can. Non-latex (oil-based) paint will say “oil based” or “alkyd” and will still be accepted at the HHW collection facility (address above).

**Use it up or offer it to someone else** – One gallon of paint should cover 250-350 square feet of surface, so try to buy the right amount. You may want to save any extra for future touch-ups or uses which do not require a different color. If you just don't want it, offer the paint to a neighbor or organization which might put it to good use.

**Proper paint storage** – If you have extra paint you would like to store, stretch plastic wrap tightly over the opening of the paint can before securing the lid. Properly stored paint should last years in a room with a moderate temperature.

**Dry it out** – If you or anyone else cannot find a good use for your latex paint, here is how to properly dispose of it – Never pour paint in a storm drain, sink, or toilet.

- o If there is one inch or less paint in the can, you can simply let the paint dry by removing the lid and placing the can in a well-ventilated area, out of reach of pets and children.
- o If there is more than one inch of paint in the can, you can dry it by adding shredded paper, sawdust, mulch, kitty litter, or a commercial paint hardener to the paint and stirring it. Once the paint is dry, you can place the can in your regular trash container.

For more information about the Household Hazardous Waste Program, visit <http://www.nashville.gov/Public-Works/Neighborhood-Service/Special-Hazardous-Waste.aspx>, call (615) 880-1000 or email us at [customercare@nashville.gov](mailto:customercare@nashville.gov).



***Metro Nashville***  
**PUBLIC WORKS**



### Metro Disposal Acceptable Hazardous or Electronic Waste Items

Adhesives	Gasoline	Printers
Antifreeze	Household cleaners	Rat and mouse poison
Bleach	Insect repellent	Rechargeable batteries
Brake fluid	Insecticide	Scanners
Car wax and cleaners	Lead-acid batteries and Household Batteries	Shoe polish
Caulk	Lighter fluid	Spot remover
CD players	Microwave Ovens	Stereos
Cellular phones and batteries	Mothballs	Stain
CFL's (compact fluorescent lamps, bulbs or tubes)	Motor oil	Tape players
Computer components (cables, keyboards, mice, hubs, external drives, peripherals, etc.)	Music cassettes and disks	Toilet bowl cleaner
Computer disks	Oven cleaner	Transmission fluid
Computer monitors	Paint (non-latex)	Tub and tile cleaner
Computer systems (limit 1 per resident/month)	Paint stripper	TV's
Cooking grease	Paint thinner	Varnish
Detergent	Pesticides	VCRs
Drain opener	Pet spray and dip	Video cassettes and disks
Flea collars	Pool chemicals	Weed killer
Fluorescent tubes & compact fluorescent light bulbs	Radios	Windshield wiper fluid

#### **Bellevue Recycling Center**

Bellevue Metro Transit Authority's Park & Ride Coley Davis Road and Hwy 70 S

Nashville, TN 37221

Open 24 hrs.

Accepts: newspaper, mixed paper, paper board, cardboard, aluminum, tin, glass containers, plastic bottles & containers

## **River Plantation Section Two Rental Restriction Policy**

Amended January 2021

### **Purpose of this Policy**

In order to protect the Homeowners of River Plantation Section Two, the By-Laws, as adopted by the Homeowners, impose restrictions on the rental/leasing of homes. According to Article VII Section 4, no more than 15% of the 146 homes in River Plantation Section Two may be rented/leased at any given time, with the following exception: Homeowners who had their homes leased at the time of the By-Laws change of August 2012, who were in compliance with the then effective By-Laws, and are in compliance with the Rental Restriction Policy now in effect, will continue to hold a rental permit until such time as the home sells or is otherwise transferred to another owner. The reasons for the restriction on rentals are as follows:

1. To safeguard the ability of the Homeowners Association (HOA) to establish a quorum, thus ensuring that the property is controlled by Homeowners who live on the property, not by investors whose profit interest may conflict with the remaining Homeowners' interest in maintaining the property.
2. When the number of rentals in a community exceeds about 1/3 of the total (about 33%), some lenders may restrict lending because the character of the community is changing from owner occupied to investment property. Investment loans are higher risk as investors are historically less willing to invest money in maintenance and repairs. This jeopardizes a lender's collateral and increases the odds of loan default. Thus, protecting mortgage financing options directly impacts home values in our community.
3. To reduce the negative impact that rental properties historically have on home values.

### **Policy**

1. A Rental Permit must be on file in the office of the Property Manager for rental of any unit within River Plantation Section Two. All rentals are subject to the 15% limitation on rental units on the property. No unit may be rented if the Homeowner does not have a current Rental Permit.
2. Any Homeowner wishing to rent their home must submit a Request for Rental Permit application to the Board of Directors (see Appendix C). If the rental rate exceeds 15%, a waiting list of such requests shall be maintained, and Homeowners will be notified when their request is approved. The waiting list shall be maintained on a first-come, first-served basis. In order to discourage potential owners from buying homes as investment properties, Owners who own only one home in River Plantation Section Two will be given first consideration over owners who own more than one home, regardless of the date the request is received.
3. No unit shall be rented for short term, transient or hotel-type purposes. No lease will be approved for an initial term of less than six (6) months nor any term longer than one (1) year. Extensions and renewals of approved leases may be accomplished by completion of the Rental Permit Renewal Request (see Appendix C). Approval of any Renewal application is contingent upon: (a) prior written notice must be given to the Association, (b) no extension or renewal may be for a term of less than six (6) months nor more than twelve (12) months, and (c) Homeowner is in good standing with the Association.
4. Upon termination of any rental agreement, the Rental Permit will be valid for sixty (60) days. If a new lease or rental agreement is not filed within this time, the Rental Permit will become invalid and the unit may not be rented without the issuance of a new Rental Permit.
5. Rental Permits are non-transferable between Homeowners nor units.
6. Failure of the Homeowner to comply with this policy may result in the cancellation of the Rental Permit. The Homeowner is responsible to keep the Board informed at all times of the status of their rented unit.

### **Hardship**

At any time a Homeowner feels it appropriate, a Request for Rental Permit on the Basis of Hardship will be considered. *Examples of hardship conditions: 1) Homeowner must move into a nursing home and can no longer live in their home, 2) Homeowner is in the military and is being deployed away from home for an extended period 3) Family member has acquired a disability and can no longer live in the home due to steps or other barriers.* While these do not represent a complete list of all reasons for consideration of a Rental Permit on the basis of hardship, it is important to understand that the association is not inclined to approve rental permits under the hardship clause unless the reason is significant and compelling. Hardship permit approval is for up to one year, after which time the Board may consider renewal if the hardship is ongoing.

### **Fees and Assessments**

1. Initial request: \$500.00 due upon filing a request. This check will be held for thirty (30) days during which time the Board will determine if a permit will be issued. If no permit is granted, the check will be returned to the applicant.
2. Lease renewal fee: \$150.00 assessed each time a new lease agreement is entered. This fee is subject to change without notice.
3. A penalty of \$500.00 per month will be assessed for every month the unit is rented without a current Rental Permit. Homeowner is subject to all ongoing fees and collection policies as described in the By-Laws and Rules and Regulations of River Plantation Section Two.

### **Status of Rental Permits**

Any Homeowner can contact the Property Manager's office to request information about the current percentage of rental units on the property, as well as the number of rental permits currently issued.

### **Other**

- Breaches by the tenant of any of the governing By-Laws, Rules and Regulations or Policies may be considered a breach of the Homeowner's Rental Permit. If such breach occurs, the Homeowner will be required to evict the tenant, and if no eviction occurs after proper notice, the Association will seek a Court Order for the tenant to be evicted, whereby all costs will be assessed to the Homeowner.
- Homeowners are required to take corrective action against a tenant, up to and including eviction, in the event they are advised by the HOA that a violation has taken place. In the event of ongoing violations, the HOA may assess the Homeowner directly for the actions of their tenants.
- Homeowners are required to provide their tenants a copy of the River Plantation Section Two By-Laws, Master Deed and Rules and Regulations prior to renting the unit. A clause requiring tenants to agree to abide by the By-Laws and Rules and Regulations, as well as notification of penalties for failure to abide by such, must be included in the rental agreement.
- Homeowners must provide a copy of any leasing agreement, along with the names and contact information of the lessees and tenants, to the Property Manager. The HOA reserves the right to require modification of any agreement that does not specify the above information.
- Homeowners are responsible to notify tenants of the Rental Permit status of the unit prior to enacting a lease and documentation of such notification must be provided to the Property Manager.
- Sale or transfer of deed of a property does not confer transfer of a Rental Permit, even if the lease is still in place.
- Any Rental Permit is subject to revocation if the Homeowner does not comply with the By-Laws and Rules and Regulations of River Plantation Section Two. Failure to comply with the HOA's governing documents is considered a breach of covenant with the HOA. This includes the Homeowner's responsibility to remain current with HOA dues, assessments and fees.

### **Determination Process for Need for Rental Permit**

In determining the need for a Rental Permit, the HOA recognizes the following categories:

**Homeowner is Living in the Home:** The individual(s) who own the home are living in the home – no Rental Permit is required.

**Home is Vacant:** Homes may be vacant during transition periods such as property sales or for other reasons. The goal is to have any vacant home occupied by the owner as quickly as possible, or for the home to go on the market so a new owner can move in. Homes may NOT be rented while they are listed for sale unless a valid Rental Permit has been granted. An existing Rental Permit may be invalidated if the home remains vacant for sixty (60) days.

**Immediate Family of Homeowner is Living in the Home:** In some situations, family members acquire homes for their loved ones. No Rental Permit is required if the home is to be occupied by an "immediate family member" of the Homeowner. An immediate family member is defined as a parent; sibling; child by blood, adoption or marriage; spouse; grandparent or grandchild. Certain other individuals under trustee or guardianship relationships may also qualify as immediate family. The Homeowner will provide to the HOA the Rental Permit Checklist form (see Appendix C) on



which they identify the name and contact information of the immediate family member who will be occupying the Unit, and the certifications that the occupant/immediate family member has been advised and is aware of the Rules and Regulations of River Plantation Section Two.

**If there is any question regarding the relationship between the Homeowner and the proposed occupant, the HOA may also request Homeowners to provide a legally notarized document describing the relationship, signed by the Homeowner and the proposed occupant.** Anyone who falsely claims an immediate family relationship, as described above, when there is none, is subject to penalties. Notwithstanding the foregoing, if occupancy by an immediate family member (or anyone else) is pursuant to any rental agreement (written or non-written) which will, or might, confer taxable income upon the Homeowner, such occupancy shall be fully subject to the Rental Restriction Policy and shall require application for a Rental Permit as though no immediate family relationship were present.

**Home is Rented with Approved Hardship Rental Permit:** Hardship permits will be granted when there is a precipitating incident, such as nursing home admittance, disability, care giving for a family member, military deployment, or other critical need, that temporarily makes it difficult for the Homeowner to live in the home, but the Homeowner plans to return to the home. Note: financial hardship, in and of itself, will not qualify as a hardship. Homeowners requesting a Hardship Rental Permit must provide a plan and anticipated date for their return to live in the home.

**Home is Rented Without Approved Rental Permit:** Homeowners who are renting their units, and who do not meet one of the above categories, are subject to penalties as described in the Rental Restriction Policy.

### **Administration of Rental Permit Process**

A Request for Rental Permit application can be made by a Homeowner at any time by forwarding the application to the Property Manager (see Appendix C for copy of the application). All requests must be made in writing on the approved form. The request will be reviewed by the Board of Directors within thirty (30) days and their determination will be forwarded to the Homeowner in writing.

If the request is denied, and you have not requested to be placed on the waiting list, you may re-apply for a permit after thirty (30) days.

If the request is approved, a **provisional** Rental Permit will be issued. The Permit will become valid only after the Homeowner has complied with all requirements of this Policy, including payment of all fees and assessments. If the Homeowner has not obtained a tenant and satisfactorily complied with all requirements within thirty (30) days, the provisional Permit will expire and the request will be placed at the bottom of the waiting list.

Upon termination of a rental agreement for any reason, the Homeowner must complete a Rental Permit Renewal application if they want to continue to rent the unit. This application must be filed within ten (10) days of such termination. The lease renewal fee of \$150.00 will continue to be assessed. The Homeowner must provide the Board with copy of the new lease, even if there is no change in the lessees, and all other documents as required for an initial permit. If no new lease is completed and filed within sixty (60) days, the Rental Permit will become invalid and the unit can no longer be rented. The Homeowner will have to apply for a new Permit in accordance with the procedures as outlined above.

We are providing the materials attached as Appendix C to assist you in preparing your lease and supplying the items you must have on file for your Rental Permit. These forms can be copied for your use and are also available on-line through the Property Manager.

## River Plantation Section Two

### Master Insurance Policy

#### **Procedure for Filing Claims to HOA Master Insurance Policy**

This procedure is in place to ensure that every Homeowner has fair and equitable access to the Master Insurance Policy held by the HOA, and to ensure the validity of claims. All claims will be submitted to the Board of Directors for review and submission to the insurance carrier.

In the case of an event that affects only one Homeowner, that Homeowner shall have the following two options for notifying the Board of Directors of their intent to file a claim:

1. Through direct communication with a current Board member or the Property Manager via email.
2. Delivering a hard copy written letter of such claim to the Property Manager's mailbox or directly to a current Board member.

Note: In no event shall a claim be made by any Homeowner using verbal means (leaving a telephone message or speaking in conversation with a member of the Board or the Property Manager). This ensures that all pertinent data is communicated in a concise and accurate manner.

Within forty-eight (48) hours of receipt of the claim, the Board of Directors will review the claim and notify the Homeowner of action to be taken by the Board. The claim will be rejected with explanation, returned with request for further information, or approved and passed to the insurance carrier, who will process the claim.

In the case of an event affecting numerous Homeowners, thus creating multiple claims, the Board of Directors will review and submit all claims together. Under the HOA Master Insurance Policy, certain occurrences have assigned specific dollar limits and submitting all claims together will ensure fair and equitable settlement for all parties.

**Reducing the Cost of the HOA Master Insurance Policy:** The insurance industry regularly charges across-the-board increases in the cost of liability insurance. These cost increases are unavoidable. The cost of River Plantation Section Two insurance is also impacted by the number of claims submitted as well as the cost of these claims. We can reduce our insurance rates by doing our best to protect our homes, specifically from fire and other damages.

**Individual Homeowner Policies:** The HOA By-Laws require Homeowners to carry certain forms of Homeowner's insurance (see By-Laws, Article V, Section 8, Part C.). Homeowners must also cover any Master Insurance Policy deductibles as described in the Policy; therefore, it is recommended that Homeowners include a provision in their HO-6 Condominium policy to pay the full amount of the Master Insurance Policy deductible. The HOA Master Insurance Policy does not cover all types of incidents, including flood and earthquake damage. Homeowners may purchase individual insurance policies for flood and earthquake damage.

## River Plantation Section Two Homeowner and Association Responsibilities

Homeowners are responsible to regularly inspect their own homes and to report any item that is an Association responsibility that needs to be corrected. Homeowners should keep detailed records of all repair requests. The Association places priority on immediate repairs of items that cause water or other damage to the interior of homes. The Association reserves the right to aggregate certain other repairs (such as gutters, siding replacement, roofing, painting, etc.) into contracts with specified vendors in order to avoid multiple trip fees, to take advantage of bulk purchasing, and to make best use of limited Association funds.

The following describes responsibilities of Homeowners and the Association in instances where there are damages or repair needs. Please note that the Association Master Insurance policy may cover damages to certain items listed below in the event there is an incident, such as a fire, that is covered by the policy. The Association Master policy has a \$10,000 deductible. The Homeowner (or the Homeowner's individual HO-6 condominium insurance policy provision) is responsible to pay the deductible in the case of a covered claim. After that point the Association Master Policy will pay additional costs.

Homeowners should always use licensed and bonded contractors and follow all applicable codes and regulations when performing work on their homes.

In some cases, people have acquired homes that have installations that are not original to the property. Upon sale or transfer of ownership, responsibility to maintain these installations passes to the Homeowner, not to the Association.

Area of Responsibility	Individual Home	Shared Expense	Common Elements	Notes
	Homeowner Direct Expense	Expense Shared Among Adjoining Neighbors	Association Expense	
Clubhouse & Pool: maintenance & repairs			X	
Carport structure and cover			X	Prior to the adoption of the 2012 By-laws, RP Two governing documents specified that carports were limited common elements, therefore they were the responsibility of adjoining Homeowners. The current By-laws specify that the Homeowners Association is now responsible for maintaining these areas. At present, the Association is not collecting dues for these services, therefore maintenance will be deferred until funds are collected and available.
Carport concrete surface			X	
Common grounds			X	The Association secures a contract for mowing lawns, mulching front beds, trimming shrubs maintained by the association, periodic weeding/spraying, and clearing the areas near the creek once a year.
Flower beds: fronts and sides of homes	X If the Homeowner or resident, (or a previous Homeowner or resident) has planted the bed		X	We give considerable leeway to Homeowners who wish to maintain flower beds between the front sidewalk and their homes. Homeowners may plant front or side beds as long as the Homeowner constantly maintains the plantings and the areas around the plantings. The Association will charge the homeowner for removal if the beds are not maintained. Otherwise, Homeowners may not appropriate common grounds for personal use. Homeowner plantings should not interfere with the mowers or ongoing landscaping services.
Trees, shrubs planted by residents	X			These are subject to pruning or removal at the cost of the Homeowner if overgrowth impacts siding, roofs, gutters or foundations. Please note that except for a few limited cases, no shrubs on sides of homes are original to the property. These have been planted by Homeowners over the years and are the responsibility of the homeowner to maintain or remove.
Concrete pad on front porch			X	

Area of Responsibility	Individual Home	Shared Expense	Common Elements	Notes
	Homeowner Direct Expense	Expense Shared Among Adjoining Neighbors	Association Expense	
Doors and door frames & thresholds: replacement & weather seals (including storage room door)	X			
Windows and window frames: replacement/repair/weather seals	X			
All door and window trim			X	
Painting of Exterior Doors and Window Frames			X	The HOA typically paints front exterior doors and window frames at the same time exterior painting is completed. The homeowner is responsible for the storage room door.
Painting: exterior			X	
Doorjamb and thresholds	X			
Driveways and sidewalks			X	
Electrical connections & wiring inside homes	X			
Electrical boxes, meters or cables that serve an individual home	X			
Electrical bases or other components that serve multiple homes			X	
Fireplaces	X			
Interior maintenance and repairs (all)	X			
Lights connected to house meter	X			
Lights: common areas and driveway security			X	
Mailboxes	X			
Air conditioners and heating systems	X			
Flues, ductwork, combustion vents (heating, fireplace, dryer, etc.) and stack vents for an individual home	X			Repairs to these items may be paid under certain covered instances as defined in the Master Insurance Policy.
Exterior, main line water and sewer lines that carry water or sewage for multiple units to public utilities			X	See additional information about main sewer line repairs at the end of this section.
Interior plumbing and drain lines for individual homes (including lines between the unit itself and the connection with the main line)	X			Interior plumbing and drain repairs may be paid under certain covered instances as defined in the Master Insurance Policy.
Patio: concrete surface	X			
Patio: fence repair/replacement			X	The By-laws specify that fence repair and replacement is the responsibility of the Homeowners Association except in instances in which damage is caused by negligence or misuse.
Homeowner installed patio covers/ awnings	X			
Gutters and downspouts			X	
Roofs: repairs or replacement			X	
Gable vents and flat roof vents			X	The Association is responsible for maintenance and repair of vents that were part of the original construction of the property. There are very few flat vents remaining on homes. Most have been replaced by Homeowners.

Area of Responsibility	Individual Home	Shared Expense	Common Elements	Notes
	Homeowner Direct Expense	Expense Shared Among Adjoining Neighbors	Association Expense	
Roof vents: turbines and fans	X			No turbine or fan vents are original elements on the property. These have been added by Homeowners over the years, and they are the responsibility of Homeowners to maintain.
Stormwater drainage systems			X	
Siding & exterior trim: home			X	
Siding & exterior trim: storage shed			X	
Storage area, inside structural repairs	X			
Termite damage and pest control	some cases		X	The Association maintains separate pest control contracts for termites and bugs. The bug contract also covers mice.
Utilities for pool and clubhouse			X	
Block walls between patios: repair or replace		X		Homeowners who share the block walls are jointly responsible for repair and upkeep of the block walls.
Painting block walls between patios			X	The Association typically paints the block walls at the same time exterior painting is completed.
Area signs and house numbers			X	
Demising walls: certain casualty related incidents	X			These are the walls between homes that adjoin one another. In certain insurance covered incidents, the HOA policy may cover replacement or repair of these walls. In non-covered situations, the Homeowner is responsible for repair, replacement or maintenance.

**Regarding damage or repairs to the inside of units:** Per specifications of the By-laws, *“In the event of damage or destruction of any Unit due to a peril not covered under the Master Insurance Policy, each owner whose Unit has suffered damage or destruction will be responsible to repair and reconstruct the entire inside of his Unit from the studs in.”* Under certain covered incidents, such repairs may be paid by the individual unit owner’s personal insurance policy.

**Regarding damage or repairs to sewer lines:** Per specifications of the master deed, the Association is responsible for repair and maintenance of the Association sewer lines that run to Harpeth Valley Utility lines. These sewer lines run across the outside of the front of the homes in each building. Homeowners are responsible for repair and maintenance of drains and plumbing specific to their unit. In some situations, persons or their contractors, working on individual units may discover a problem with the Association sewer line. Homeowners should contact the Property Manager immediately upon discovery of a problem with the sewer line and an Association approved contractor will be contacted to complete the repairs.

The Association does not prohibit Homeowners from completing the work in progress if the repair service is licensed and insured per State and Metro Codes. Upon provision of documentation that the problem was in the Association sewer line, Homeowners may request a reimbursement for this work. If the contractor is not an HOA approved vendor, the Homeowner must also supply documentation that work was completed by a licensed contractor according to State and Metro codes. Because rates vary widely, the Association reserves the right to reimburse at the Association’s standard rates. The Association will not reimburse for work that was completed by anyone other than a licensed and insured contractor.

## **River Plantation Section Two Association Dues and Assessments**

**Standard Dues and Assessments:** The standard dues and assessments represent each Homeowner's portion of the cost to maintain the property and to collect reserve funds for periodic large expenditures such as roofing and driveway paving. Each year the Board of Directors prepares a budget and presents the budget to Homeowners at the HOA annual meeting. Assessments presented as part of the annual budget are considered Standard Dues and Assessments. The Board also determines the payment schedule for collection of dues and assessments as presented in the annual budget and as defined in the By-Laws.

**Dues and Assessments Collection Philosophy:**

- We want to collect as close to 100% of dues and assessments as humanely possible
- We believe in constant communication with fellow Homeowners as the cornerstone of an effective collection policy
- The collection process should provide for graduated sanctions for untimely payments
- The collection procedure must be clearly and often communicated to all Homeowners before there are delinquencies
- The collection procedure must be written and made a part of the Rules and Regulations of the HOA
- The collection procedure must be enforced in a consistent and uniform manner
- Homeowners must be treated with respect throughout the collection process

**Collection Policy for Delinquent HOA Dues and Assessment:**

- Standard Dues and Assessments are due on the **first day** of every month or on the date(s) specified by the Board of Directors
- Special Assessments are due as specified by written communication to Homeowners as approved by the Board of Directors in accordance with governing documents
- After a **fifteen (15)** day grace period, the Board will assess a 10% late fee
- Homeowners will receive notification within fifteen (15) days of an assessment or late fee being applied
- A notice of intent to Lien will be sent to Homeowners who are **sixty (60) days** delinquent
- A condominium lien will be recorded against any Homeowner who is **ninety (90) days** delinquent
- A settlement/personal judgment may be levied through the courts against accounts over **ninety (90) days** delinquent
- Lien foreclosure will be considered by the Board of Directors for Homeowners who are considerably behind on their HOA dues or assessments and do not respond to the above collection procedures
- Should lien foreclosure action be taken, all payment plans or settlements require Board of Director's approval.

### **Exterior and Structural Alterations**

**Exterior Modifications:** Any proposed exterior modification, alteration, addition or deletion and all similar changes must have HOA Board approval before being implemented. While this requirement is primarily focused on maintaining structural integrity, the Board will also be sensitive to the character of the requested change. Placing free-standing pergolas, gazebos and umbrellas, which are not attached in any way to the structure of the home, will be permitted and must conform to the character of the community. Painting and placing brick or tile fascia to the common concrete block walls separating the terraces is permitted. Any modification requiring the penetration of an exterior wall must have HOA Board approval.

**Interior Modifications:** Any interior modification which could potentially affect the structural integrity of the home must be reviewed by the Board. This includes alterations to the common walls between units, the roof, and interior load-bearing walls. If in doubt, complete the request form.

**Responsibility:** All exterior and interior modifications made by the Homeowner are the responsibility of the Homeowner regarding maintenance and upkeep. This responsibility passes to future Homeowners. See Appendix D for the Request for Exterior or Structural Changes application.

## River Plantation Section Two

### Utilities

**Water:** Harpeth Valley provides the water for River Plantation Section Two. Our section does not have individual water meters for our homes. Our water is metered for buildings, not individual homes. The total cost of water is divided equally among all Homeowners and the costs are included in the monthly HOA dues. Individual water meters were installed for homes in certain of the other River Plantation sections during initial construction. Therefore, while our dues are comparable, or even lower than, to some other sections of River Plantation, other sections pay dues plus water usage costs. To control all or our costs, we must continuously strive to conserve water usage at all times.

Homeowners will receive, via USPS mail, a statement from Metro Water Services for Stormwater Charges. These are sent approximately once per quarter-year.

Homeowners must allow access, by authorized workers, to exterior water sources (hose bibs, etc.) for appropriate maintenance work.

**Electricity:** The HOA pays a monthly electric bill for exterior lighting, Clubhouse and swimming pool electricity usage. Homeowners receive individual bills for electric usage inside their Homes.

Each Home is equipped with an exterior outlet on the unit's wall. When HOA maintenance and repair work requires it, the workers must have access to this outlet. **At no time** should a worker ask for access to an interior outlet unless the need for such has been previously discussed and cleared with the Homeowner.

**Natural Gas:** The HOA pays a monthly natural gas bill for usage at the Clubhouse. Homeowners receive individual bills for gas usage inside their Homes.

### When Selling Your Home

If considering selling your home, contact the Property Manager who can guide you through the process of selling and buying a home in a condominium community. It is the Homeowner's responsibility to disclose certain information to prospective buyers when selling their home. In addition to the Property Manager, you should consult your attorney or realtor to ensure that all items required under the law are disclosed. Please be aware that the following information, in addition to other items, should also be disclosed to prospective buyers.

- Information about any changes or improvements made to the home after initial construction. The new homeowner will be required to carry insurance for their home and their insurance carrier will want to be aware of improvements made. The HOA does not provide maintenance services for this type of change or improvement.
- Information pertaining to any special plantings, shrubs, or flower beds adjacent to the home. These are the responsibility of Homeowners to maintain. Prospective buyers should be aware that this type of improvement can be removed by the new Homeowner and at their expense, and the HOA will then maintain the area as a common element.
- Information regarding the Rental Restriction Policy.

## River Plantation Section Two Work Order Request

NOTE: this form can be completed and forwarded to the Property Manager via USPS or by placing in the Resident's mailbox at the Clubhouse; or via email to [riverplantation2@gmail.com](mailto:riverplantation2@gmail.com). If sending by email, all information required by this form must be included in the email.

Date of Filing This Request: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Homeowner Name: \_\_\_\_\_

Homeowner Address (if other than unit number): \_\_\_\_\_

Homeowner Contact: Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

If unit is rented, name and contact information of Tenant: \_\_\_\_\_

Description of work requested: Please be as detailed as possible (such as: front or back?, upper or lower level?, to the right or left? etc.). If pictures are available, attach them to this request. Indicate if you are experiencing water infiltration because of the problem.

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**NOTE:** All work requests are subject to Board of Director's approval and the availability of funds.

For Property Manager and Board Usage

Date Received by PM: \_\_\_\_\_ Date of Initial Response to Homeowner: \_\_\_\_\_

Company/Person Assigned to Provide Estimate: \_\_\_\_\_

Date Estimate Received: \_\_\_\_\_ Date of First Review by Board: \_\_\_\_\_

Board's Decision: \_\_\_\_\_

Notes: \_\_\_\_\_

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Date Homeowner Notified of Decision: \_\_\_\_\_

Date Work Scheduled: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_



## Clubhouse Rental Request & Agreement River Plantation Section Two

**Note: Only Homeowners, (the Renter) in good standing with the Association may rent the Clubhouse.**

Date of this request: \_\_\_\_\_

Homeowner's Name: \_\_\_\_\_ Unit Number: \_\_\_\_\_  
Print

Requested date of use: \_\_\_\_\_ Time of day: \_\_\_\_\_

Description of intended use (such as 'birthday party', 'book club', 'business', etc.): \_\_\_\_\_  
\_\_\_\_\_

Is this request for use by an outside group (see definition below): Yes \_\_\_\_\_ No \_\_\_\_\_

### Terms of Use

Outside group: any group not primarily composed of family members or close personal friends of the Homeowner who is requesting use of the Clubhouse. A Homeowner may sponsor such a group but will be solely responsible for the adherence to all applicable policies and rules and regulations of the Association by all attendees, including any hired staff.

Responsible Person: that person (age 21 years or over) designated by the Clubhouse Renter to coordinate and supervise all activities related to the function. **This individual must be in attendance throughout the function.** The Clubhouse Renter (Homeowner) retains final responsibility.

All attendees and hired staff are required to adhere to all policies and rules and regulations of the Association. Further, especially if alcohol is to be served, they must adhere to all Metro ordinances and state and federal laws.

All rentals are subject to approval by the Homeowners' Association Board of Directors (the Association), or their designee, which reserves the right to deny rental to any individual or group that proposes an activity not in keeping with the moral principles and quiet character of the neighborhood.

All rentals are subject to immediate shut down in the occurrence of any activity that disturbs the peace or otherwise infringes on the neighborhood in such a manner as to cause reasonable complaints from residents. This Agreement is subject to cancellation, or the function may be shut down, if the Clubhouse Renter misrepresents information about the purpose of the event or the use of alcohol at the event.

This Agreement may be cancelled up to two weeks before the scheduled event with no penalty. Cancellation with less than two weeks' notice will result in retention of one day's rental fee.

Alcohol shall not be served to anyone under the age of 21 years. Sales of alcohol are strictly prohibited.

If a caterer, bartender, or other professional service provider is used, the Clubhouse Renter must secure and provide documentation of professional liability insurance with combined single limit coverage of \$1,000,000. If liquor is to be served, the policy must include liquor liability as well as professional's worker's compensation insurance for any employees or persons providing services under their auspices. Servers, caterers and other hired personnel are required to abide by all policies outlined in this Agreement.

Homeowners who rent the Clubhouse are responsible to cover the \$10,000 deductible of the River Plantation Section Two Master Insurance policy, should a claim be filed.

Renter assumes all responsibilities, risks, liabilities and hazards incidental to the holding of the function occurring in, on, or about the premises and the grounds on which the premises are located (including, but not limited to, the serving of any alcoholic beverage) and, irrespective of any acts or omissions by the Association or its agent, whether negligent, intentional or otherwise, all users release and forever discharge the Association, its officers, directors, employees, agents and members, past, present and future, and agree to defend, indemnify and hold the same harmless, from and against any and all losses, expenses, liens, claims, demands and causes of action of every kind and character (including those of the permittees, agents, licensees and invitees of user) for death, personal injury, property damage or any other liability damages, fines or penalties, including costs, attorneys' fees and settlements, resulting from any act performed by, or omission on the part of users, its employees, invitees, permittees, agents, or licensees, arising out of or in connection with users' use of the premises and grounds.

Adequate adult supervision is required for all activities attended by children. The Responsible Person must ensure a minimum of one adult (over age 21) for every ten minors (under age 18) present during an event.

Parking is limited to the guest lot in front of the Clubhouse and adjacent guest parking lots. Parking is not permitted in driveways, along Plantation Court roadway or in carports.

Except for approved service animals, animals are not permitted in the Clubhouse without prior Association approval.

An adult must remain in the kitchen at all times that kitchen appliances are in use.

Smoking and use of tobacco products are strictly prohibited within the Clubhouse.

Nails, push pins, glue tacks and tape are not permitted on any wall, door or window. Open flame candles are strictly prohibited. Rice, confetti, birdseed or glitter may not be thrown inside the Clubhouse. Items thrown outside must be removed from driveways, porches, parking lots and sidewalks.

Renter is required to notify the Association in the event there are discrepancies in the condition of the Clubhouse prior to its use and notify immediately if there are problems during use of the facility. Upon conclusion of the function, Renter must ensure furnishings are returned to original locations, ensure that appliances, except the refrigerator, are turned off, ensure that floors, kitchen and bathrooms are clean, ensure the proper removal and disposal of all trash and decorations, lock all doors and turn off lights.

The Association is not responsible for any valuables or personal property left on the premises.

The Renter is responsible for providing supplies necessary to conduct their activity and cleaning of the Clubhouse. This includes tableware, linens, and other service needs. Included in the rental is use of 12 folding tables (6 foot x 2.5 foot) and approximately 120 folding chairs. Renter is responsible to place these as desired and to return them to their original location.

All food and beverages must be removed from the premises after the event. Waste food and beverages may not be dumped onto soil or landscaping anywhere on the premises. No catering equipment, décor or other items may be left behind or stored on the property after an event unless prior arrangements have been made with the Association.

Due to parking limitations, the maximum capacity for guests and attendees who do not live in RP Two is 80 people.

Rental of the Clubhouse does NOT include use of the swimming pool or other common grounds.

## Fees and Security Deposit

Rental: \$50.00 per day Security Deposit: \$250.00

If the Clubhouse is found to be in satisfactory condition upon completion of the event, and if all terms of this Agreement have been adhered to, the Security Deposit will be returned in full.

If damage occurs or the Clubhouse is not properly cleaned, all or a portion of the Security Deposit will be retained to cover the cost of repairs and cleaning. If these costs exceed the amount of Deposit, the Renter (Homeowner) will be assessed the difference.

Payment is accepted in checks or money orders; no cash or credit cards are accepted. Checks are to be made payable to River Plantation Section Two.

Requests for periodic, regularly scheduled use of the Clubhouse must be pre-approved by the Association. Nothing may be left overnight or in storage, and pre-event set-up or post event clean up cannot be done without prior approval. Failure to cancel a date prior to two weeks before will result in a one-day use fee being assessed.

## Signatures

### Homeowner (Renter)

*I have read all the rental policy information and by signing below I agree to comply with the provisions of this Rental Agreement. I understand my Security Deposit may be forfeited or I may be assessed for any additional expense should any of the aforementioned requirements be ignored or abused, or if damages are a result of the actions of my rental. I understand this Agreement may be cancelled and rental fees forfeited if it is discovered that I have misrepresented information in this Agreement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### River Plantation Section Two (Association)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Print

Renter Contact Information Telephone: \_\_\_\_\_

Emergency Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Responsible Person: Name: \_\_\_\_\_  
Print

Contact Information: \_\_\_\_\_



**River Plantation Section Two  
Verification of Rental Permit Status  
Verification of Rules and Regulations**

The By-Laws of River Planation Section Two limit the number of homes within the section that can be rented at any given time. Homeowners who choose to rent/lease their homes must have a valid Rental Permit at the time of renting the unit and must inform the prospective lessee of the status of this Permit. Homeowners must also provide lessees with copies of the Rules and Regulations and certain other governing documents of River Plantation Section Two and lessees must verify receipt of the same.

**Lessee Verification of Notification of Rental Permit Status**

I, \_\_\_\_\_ verify that I have been informed by \_\_\_\_\_, the Owner  
Printed Name of Lessee Printed Name of Homeowner  
of River Plantation Section Two, unit number \_\_\_\_\_, of the status of the Rental Permit for the unit I am renting in  
River Plantation Section Two, as of the date of my signature below.

\_\_\_\_\_  
Signature of Lessee Date: \_\_\_\_\_

**Lessee Verification of Receipt of Rules and Regulations**

I, \_\_\_\_\_ verify that I have received copies of the Rules and Regulations, the  
Printed Name of Lessee  
Master Deed, the By-Laws and the Rental Restriction Policy of River Plantation Section Two. I further acknowledge that I,  
and all tenants, have agreed to abide by all the conduct and usage provisions of all these documents.

\_\_\_\_\_  
Signature of Lessee Date: \_\_\_\_\_

### River Plantation Section Two Rental Permit Checklist

Homeowner Name: \_\_\_\_\_ Unit No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Print

Is this unit to be occupied by an immediate family member? Yes \_\_\_ No \_\_\_ If 'Yes', complete Sections A & C below.

Is this unit to be occupied by tenants under terms of a rental agreement or lease? Yes \_\_\_ No \_\_\_ If 'Yes', complete Sections B & C below.

#### Section A

Name of Immediate Family Member (Occupant): \_\_\_\_\_

Contact Information for Occupant: Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

#### Section B

Name of Lessee(s) as appears on lease: \_\_\_\_\_  
Print

Contact Information for Lessee: Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Name(s) of any additional signatories to lease: \_\_\_\_\_  
\_\_\_\_\_

#### Section C

Names and contact information for **all additional occupants**:

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### Rental Permit Renewal Request

Date of Filing This Renewal Request: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Homeowner Name: \_\_\_\_\_  
Print

Homeowner Address: \_\_\_\_\_

Homeowner Contact: Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**The following is to be completed regardless of whether or not the lessee(s) and additional residents remain the same.**

Name of Lessee(s) as appears on lease: \_\_\_\_\_  
Print

Contact Information for Lessee: Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Name(s) of any additional signatories to lease: \_\_\_\_\_  
\_\_\_\_\_

Names and contact information for **all additional occupants**:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This verification section is to be completed if the lessee(s), as appear on the lease, is different than on the previous lease.**

The By-Laws of River Planation Section Two limit the number of homes within the section that can be rented at any given time. Homeowners who choose to rent/lease their homes must have a valid Rental Permit at the time of renting the unit and must inform the prospective lessee of the status of this Permit. Homeowners must also provide lessees with copies of the Rules and Regulations and certain other governing documents of River Plantation Section Two and lessees must verify receipt of the same.

#### Lessee Verification of Notification of Rental Permit Status

I, \_\_\_\_\_ verify that I have been informed by \_\_\_\_\_, the Owner  
Printed Name of Lessee Printed Name of Homeowner  
of River Plantation Section Two, unit number \_\_\_\_\_, of the status of the Rental Permit for the unit I am renting in  
River Plantation Section Two, as of the date of my signature below.

\_\_\_\_\_  
Signature of Lessee Date: \_\_\_\_\_

#### Lessee Verification of Receipt of Rules and Regulations

I, \_\_\_\_\_ verify that I have received copies of the Rules and Regulations, the  
Printed Name of Lessee  
Master Deed, the By-Laws and the Rental Restriction Policy of River Plantation Section Two. I further acknowledge that I,  
and all tenants, have agreed to abide by all the conduct and usage provisions of all these documents.

\_\_\_\_\_  
Signature of Lessee Date: \_\_\_\_\_

**EXAMPLE AMENDMENT TO LEASE  
LESSEE RESPONSIBLE TO ADHERE TO RIVER PLANTATION SECTION TWO GOVERNING DOCUMENTS**

The By-laws, Master Deed, Rules and Regulations and any amendments which may be made, from time to time, pursuant to Tennessee code Annotated Sections 66-27-201 and 66-27-202 shall be covenants running with each condominium Unit and binding on each successive owner, lessee or mortgagee of each Condominium Unit. All present and future owners, mortgagees, lessees, and occupants of Units and their employees, and any other persons who may use the facilities of the property in any manner are subject to the By-laws, the Master Deed, the Rule and Regulations, and the Policies and Procedures of the Board of Directors.

**Article V By-Laws of River Plantation Section Two**

Section 14: Restrictions of Use of Units: In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted to be in accordance with the following provisions:

- A. Each Unit shall be used for single family residences only.
- B. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of Units.
- C. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents. River Plantation Section Two strictly adheres to all Metro codes and Ordinances.
- D. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expenses of the respective owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.
- E. No portion of a Unit other than the entire Unit may be rented and no transient tenants may be accommodated therein.
- F. No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased owner or tenant or his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two (2) consecutive days and between the hours of 7:00 am and 5:00 pm. The HOA may from time to time have carport sales in which owners may participate. The Board of Directors may set rules and regulations for such sale and all owners are given a copy of these regulations. Real estate signs shall be displayed only between 5:00 pm Friday and 5:00 pm Sunday.

Section 17: Use of Common Elements and Facilities. An owner shall not place or cause to be placed in the common areas or common facilities, other than a terrace or carport to which such owner has sole access, and other than the areas designed by the Board of Directors, any furniture, packages or objects of any kind, except with the written consent of the Board of directors or their agent. Any limited common elements, which have been designed as herein and otherwise in the Plat of record, shall be used only by that or those Units which abut directly thereon, and the use thereof shall be limited only to that to which the same are reasonably suited and which are incident to the use and occupancy of such abutting Units or as otherwise restricted herein on the Plat of record.

Section 18: Right of Access: Each owner shall grant a right of access to his Unit to the Board of Directors, the Managing Agent and/or any other person authorized by the Board for the purpose of correcting any condition originating or existing in his Unit or threatening other Units of a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that request for entry is made in advance and that any such entry is at a time reasonably convenient to the Unit owner. In case of an emergency, such rights of entry shall be immediate, where or not the owner is present.

Section 19: Rules of Conduct: Rules and regulations concerning the use of the Units and common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board to each owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made apart hereof as Schedule 3, the River Plantation Section Two Rules and Regulations. The Board of Directors may also establish and access reasonable fines for infraction or violation of promulgated rules and regulations.



### River Plantation Section Two Request for Exterior/Structural Changes

Date of Filing This Request: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Homeowner Name: \_\_\_\_\_  
Print

Homeowner Address (if other than unit number): \_\_\_\_\_

Homeowner Contact: Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

If unit is rented, name and contact information of Tenant: \_\_\_\_\_

**NOTE: Only Homeowners of record may make requests for modifications, additions, alterations.**

In accordance with the River Plantation Section Two Master Deed, By-Laws and Rules and Regulations, I request the Board of Director's consent to make the following changes, alterations, renovations, modifications, additions and/or removals to the unit identified above:

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*[Please attach a detailed drawing, sketch or blueprint of your plans and/or a brochure if available.]*

I understand that under the River Plantation Section Two Master Deed, By-Laws and Rules and Regulations, the Board of Directors will act on this request and provide me with a written response of their decision. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the Board.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workman-like manner by myself or a contractor.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other unit owners.
5. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.

7. I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws; codes; regulations; and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work. I understand and agree that the Board of Directors for River Plantation Section Two, and its agents, have no responsibility with respect to such compliance and that the Board of Director's approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulation or governmental requirement.

8. I agree, if this work in any way affects the structural members of the building(s), whether exterior or interior, I will be responsible, at my expense, for remedying any damage done to the structural integrity of the building. Further, I understand if any remedy is not undertaken and completed in an expeditious manner, the Board will take the necessary actions to complete the work and I will be assessed for all expenses incurred.

9. I understand that a decision by the Board of Directors will be made at a regularly scheduled Board Meeting, which is held once per month, and that this request must be submitted no later than one week prior to a regularly scheduled meeting. I understand that I will be notified of a decision by the Board within thirty (30) days of the date of the meeting at which this request is submitted.

10. The intended contractor, if any, for this work is: \_\_\_\_\_

11. If approved by the Board, the work will start on or about \_\_\_\_\_, and will be completed within approximately \_\_\_\_\_ days.

12. I understand that if I sell my condominium I am responsible for notifying the next homeowner of any variance from standard workmanship or design resulting from this modification. I am also responsible to inform any future owner of their responsibility for all future upkeep related to the changes.

13. I understand that if work has not commenced and continued within sixty (60) days of approval of this request, such approval is null and void and a new request must be submitted.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

File Requests with:

David Floyd & Associates  
104 East Park Drive, Suite 320  
Brentwood, TN 37027  
riverplantation2@gmail.com

**RIVER PLANTATION (SECTION TWO) Inc.**  
**SECOND AMENDED AND RESTATED Master Deed**

Bill Garrett Davidson County  
Batch# 95473 DEEDMAST  
05/22/2018 11:56:09 AM 374 pgs  
Fees: \$1,872.00 Taxes: \$0.00



20180522-0048991

**THIS INSTRUMENT PREPARED BY:**

This instrument prepared by:

Jon D. Curtis  
Attorney at Law  
2020 Fieldstone Parkway  
Suite 900-92  
Franklin, TN 37069  
(615) 614-3415

**SECOND AMENDED AND RESTATED Master Deed**

**Establishing a Horizontal Property Regime of  
of River Plantation Section TWO, A Condominium**

This SECOND AMENDED AND RESTATED MASTER DEED IS MADE, effective upon the date of recording of this instrument in the Register's Office for Davidson County, Tennessee, by the River Plantation (Section Two), Inc., ("the Association").

WHEREAS, the original Master Deed for the Association is of record at Book 4661, Page 334 in the Register's Office for Davidson County, Tennessee (the "Master Deed"); and

WHEREAS, the Amended and Restated Master Deed for the Association is of record in Instrument No. 20120828-0077603 in the Register's Office for Davidson County, Tennessee; and

WHEREAS, Paragraph 13 of the Amended and Restated Master Deed provides that it may be amended by "... a deed of amendment joined in by Owners representing at least sixty-seven percent (67%) of the total units in the horizontal property regime..."; and

WHEREAS, Owners representing more than sixty-seven percent (67%) of the total units in the horizontal property regime have approved the various amendments set forth hereinbelow, with such approvals being evidenced by such owners' signatures on ballots, copies of such signed ballots being attached hereto.

NOW, THEREFORE, the Amended and Restated Master Deed establishing a horizontal property regime of River Plantation (Section Two) is hereby deleted in its entirety, with the exception of Exhibit "A" found at Book 4661, Page 349 in the Register's Office of Davidson County, Tennessee and Exhibit "B", found at Book 661, Page 351 in the same Register's Office, both Exhibits being the legal description for the property; and, in place thereof, is the attached Second Amended and Restated Master Deed establishing a horizontal property regime of River Plantation (Section Two).

This Second Amended and Restated Master Deed is made this 10th day of April 2018, by the Owners of River Plantation Section Two, a nonprofit corporation, to replace the Amended and Restated Master Deed filed on the 6th of August, 2012, by the Owners of River Plantation Section Two.

1. **Purpose.** The purpose of this Master Deed is to submit the land described in Schedule "A" attached hereto and the improvements thereon to the regime established by Chapter

27 of Title 66-27-202 of Tennessee Code Annotated, thereby establishing a horizontal property regime.

2. **Name and Address.** The name by which this horizontal property regime is to be identified is River Plantation Section Two, a Condominium nonprofit corporation and its address is the southwest corner of the intersection of U.S. Highway 70 and Sawyer Brown Road, Bellevue, Davidson County, Tennessee.
3. **Land Included In Property.** The land included in the property consists of the land described in Schedule "A" hereto, which is made a part hereof by reference. The simple absolute title in such land is hereby vested in the horizontal property regime hereby established.
4. **The Buildings.** The buildings are of two different types some of which are two stories and some a one story cottage. Each Unit has a double carport, storage area and a patio (terrace). There is a fence with gate which encloses each patio. There are 146 Units and their number per building is shown on attached Plat. There is a Club House, swimming pool, playground, picnic area, lawns, drives, open parking areas and sidewalks as shown on attached Plat. The buildings are on a concrete slab foundation and a wood frame construction with different variations of veneer (brick, clapboard, Tudor-style, shingles, etc.) on the front of each Unit and the rear of each Unit has wood siding. First floor floors are 3,000 pound reinforced concrete slab, and second floors are wood. Ceilings are dry-wall on wood frame construction. Interior walls are dry-wall on wood frame construction. The interior walls of each Unit has a clear space in between, while the exterior walls have 2 3/4 (semi-thick) fiberglass foil batt insulation and the walls between Units are double walls (each 4 inches) with a (1)inch clear space in between each such wall is insulated with a full thick fiberglass foil batt. The units are centrally gas heated and electrically air-conditioned with individual controls in each Unit. Each Unit has a gas water heater.
5. **Units.** The said Plat shows a list of all Units in the buildings, their respective Unit numbers, property identification numbers, (map and parcel), locations and approximate areas.
6. **Dimensions of Units.** Each Unit consists of the area measured horizontally from the Unit side of the dry-wall of the walls facing the exterior of the building to the unit side of the dry-wall of the wall and partitions separating such units. Where walls and partitions separate a unit from another unit to the side of the dry-wall of such walls and partitions facing such unit. Where dry-wall separates one room in a unit from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each unit consists of the space between the first floor and it's the framing which supports the roof.
7. **Use of Units.** Each unit shall be used as a single family residence only.

8. **Common Elements.** The common elements consist of the entire property, including all parts of the buildings, other than the interior of each unit described in Section 6 of this Master Deed and including, without limitation, the following:
- a. The Land
  - b. All foundations, columns, girders, beams and supports
  - c. All roofs, all exterior walls of the building not including the portions thereof on the unit side of the dry-wall or the portions between the unit sides of walls and partitions between units and the portions between room walls where walls are within a unit. The unit owner shall be responsible for the maintenance and or replacement of doors and windows on the exterior walls. The unit owner shall be deemed to own and shall have the exclusive right to paint, repaint, tile, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, Ceilings, windows, and doors bounding his unit. The owner shall not be deemed to own the utilities (Without limitation) running through his unit which are utilized for, or serve more than one unit, except as a right in common to share the same with the other owners.
  - d. Any halls, corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any unit.
  - e. All yards, gardens, swimming pool areas and facilities for the swimming pool, all open parking and driveway areas are common elements in common and the club house, picnic area, children's playgrounds, and sidewalks.
  - f. All compartments or installations of central services such as power, lights, telephones, gas, cold and hot water, reservoirs, tanks, pumps, air-conditioning, incinerating, air hand line equipment and all other mechanical installations and appurtenances thereto and space therefore whether located in common areas or in units.
  - g. All tanks, pumps, motors, fans, compressors, air handling units and control equipment.
  - h. All sewer pipes.
  - i. All fences and gates, carports and the outsides of the storage areas are considered common elements, for the purpose of maintenance and repair and shall be the responsibility of the Association; however, all fences, gates, carports and the outsides of the storage areas are for the exclusive use of Owners benefitted thereby.
  - j. All terraces or patios provided that each Owner whose unit has sole access to said areas have an easement for the exclusive use thereof, and each such terrace, etc. shall be common element restricted to the sole use of the Owner whose unit has, sole access thereto. The unit owner who has exclusive use of these limited common elements shall be responsible for the maintenance and replacement of said areas. Further, if any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture lies partially within and partially outside the

designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one (1) unit or any portion of the common elements is a part of the common elements.

- k. Party wall between units and concrete block walls between unit terraces shall be limited common elements of the respective units which they abut and shall be a shared expense to maintain and replace between unit owners.

- 9. **Encroachments.** If any portion of the common elements encroaches upon any unit or if any unit encroaches upon any other unit or upon any portion to the common elements as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, or unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted a valid easement for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

- 10. **Pipes. Ducts. Cables. Wires. Conduits, public utility lines and other common elements located inside units.** Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other units and located in such unit. The Board of Directors shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

- 11. **Units Subject to Master Deed.** All present and future Owners and tenants of a unit shall be subject to and shall comply with the provisions of this Master Deed any restrictions or rules in the Bylaws and rules and regulations as shall be incorporated and become a part of this Master Deed by reference. The acceptance of a deed of conveyance, devise, inheritance or the entering into a lease of a unit or entering into occupancy of a unit, shall constitute an agreement that the provisions of the Master Deed and such Bylaw provisions are accepted and ratified by each Owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in such unit, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

12. **Units Subject to Bylaws and Rules and Regulations.** All present and future Owners, tenants and occupants of a unit shall be subject to, and shall comply with, the provisions of the Bylaws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated Chapter 27 of Title 66-27-202, as it may be amended from time to time. The acceptance of a deed of conveyance devise or of a lease to a unit, or the entering into occupancy of a unit shall constitute an agreement that the provisions of the said Bylaws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time an interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.
13. **Amendment.** This Master Deed may be amended by a deed of amendment joined in by Owners representing at least sixty seven percent (67%) of the total units in the horizontal property regime, whose deed is recorded in the Register's Office of Davidson County, Tennessee.
14. **Waiver.** No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur
15. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or describe neither the scope of this Master Deed nor the intent of any provision.
16. **Gender.** The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.
17. **Development Rights.** The original developer of this property has no further developmental rights as this project has been completed.
18. **Assessments.**
  - a. **Liability, Lien and Enforcement.** The Association is given the authority to administer the operation of the management of the property, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all Units. To provide the funds necessary for such proper operation; the Association is granted the right make, levy, and collect annual assessments against the owners of all Units to pay Common Expenses and such other expenses which the Association is authorized to incur under the terms and conditions of this Master Deed. The Association is also authorized to make, collect and levy



assessments against Unit owners for reimbursement of expenses the Association is caused to incur by reason of any act of the Unit owner, his family members, guests, invitees, or tenants for damages of any nature and for any penalties for rules violations.

b. **Assessments.**

- i. All assessments for the payment of Common Expenses shall be levied annually against the owners of all Units and unless specifically otherwise provided for in this Master Deed, each owner of a Unit and his Unit shall bear the same percentage share of such assessment as the percentage share of ownership for the undivided interest in the common elements pertinent to said Unit. The assessments for common expenses shall be payable over the course of the year in advance monthly installments commencing for all Units on the date determined by the Board of Directors.
- ii. Assessments for the payment of Limited Common Expenses may be levied against the owners of those Units to which the limited common elements are pertinent if the Board of Directors determines that it is the most equitable method of assessments for Limited Common Expenses.
- iii. As more particularly set forth in the By-laws of the Association, and subject to the limitations and restrictions set forth in those By-laws, rental of Units is permitted. Notwithstanding the provisions of Subsections (i) and (ii) of this Article, units which are rented in any year are subject to additional assessment in order to absorb the costs and expenses of administering the rental restriction policy which has been, or will be, adopted by the Association. The amounts of such rental-unit assessments are to be determined by the Board of Directors, and may be changed from time to time, all within the reasonable discretion of the Board.

- c. **Default In Payment Of Assessments.** The Payment of any assessment or installment thereof due the Association shall be in default if such assessment is not paid to the Association on or before the due date for such payment. When in default, the delinquent assessment shall bear interest at the maximum rate allowed under the applicable law, and such late fees and penalties provided in the rules and regulations and By-Laws of the Association, until such delinquent assessments and all interest due thereon have been paid in full. The Association shall have a lien upon the Unit for delinquent assessments. Said lien shall also secure all costs and expenses, including late penalties and attorneys fees incurred by the Association in collecting delinquent assessments and enforcing the lien upon the Unit. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages in the state of Tennessee but the Association shall give reasonable advance notice of it's proposed action to the Unit owner, the mortgagee and all other lien holders of record of the Unit.

19. **Interpretation.** The provisions of this Master Deed shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the

condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

IN WITNESS WHEREOF, River Plantation (Section Two), Inc. has caused this instrument to be executed by its President this 14 day of May, 2018.

River Plantation, (Section Two), Inc.

By: [Signature]  
Lucas Sullivan, President

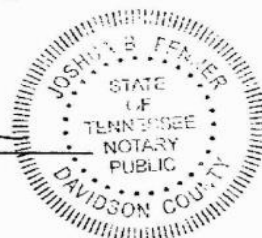
STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lucas Sullivan, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is President of River Plantation (Section Two), Inc. a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of River Plantation (Section Two), Inc.

Sworn to and subscribed before me this 14 day of May, 2018.

[Signature]  
Notary Public



My commission expires: 9/7/2021

**SECRETARY'S CERTIFICATE**

I, Brenda Duck, Secretary of River Plantation (Section Two), Inc., DO HEREBY CERTIFY, and attest that, in accordance with Paragraph 13 of the Amended and Restated Master Deed of River Plantation, (Section Two), Inc. ("Master Deed"), that the Second Amended and Restated Master Deed of River Plantation (Section Two), Inc. has been duly adopted and the ballots approving the Second Amended and Restated Master Deed are attached hereto as Exhibit "A".

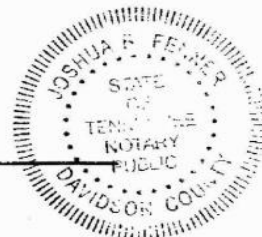
[Signature]  
Brenda Duck, Secretary

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Sworn to and subscribed before me this 14 day of May, 2018.

[Signature]  
Notary Public



My commission expires: 9/7/2021

**RIVER PLANTATION (SECTION TWO), Inc.**

**Fourth Amended and Restated By-Laws of River Plantation (Section Two), Inc.**

Bill Garrett Davidson County  
Batch# 95473 BYLAWS  
05/22/2018 11:56:09 AM 22 pgs  
Fees: \$112.00 Taxes: \$0.00



20180522-0048990

THIS INSTRUMENT PREPARED BY:  
This instrument prepared by:  
Jon D. Curtis  
Attorney at Law  
2020 Fieldstone Parkway  
Suite 900-92  
Franklin, TN 37069  
(615) 614-3415

**Fourth Amended and Restated By-Laws of River Plantation (Section Two), Inc.**

A Tennessee Nonprofit Corporation

Nashville, Davidson County, Tennessee

**THIS FOURTH AMENDMENT IS MADE**, effective upon the date of recording of this instrument in the Register’s Office for Davidson County, Tennessee by River Plantation (Section Two), Inc. (the “Association”).

**WHEREAS**, the original By-Laws for the Association is of record in Book 4661, Page 353 in the Register’s Office for Davidson County, Tennessee; and

**WHEREAS**, the first amendment to the By-Laws of River Plantation (Section Two) is of record at Book 4691, Page 906 in the Register’s Office for Davidson County, Tennessee; and

**WHEREAS**, the second amendment to the By-Laws of River Plantation (Section Two) is of record in Book 6354, Page 676 in the Register’s Office for Davidson County, Tennessee; and

**WHEREAS**, the third amendment to the By-Laws of River Plantation (Section Two) is of record by a Scrivener’s Affidavit in Instrument No. 20121207-0113069 in the Register’s Office for Davidson County, Tennessee; and

**WHEREAS**, the members of the Association desire to delete, in its entirety, with the exception of “Schedule A” which is the Rules and Regulation for River Plantation (Section Two), the preceding By-Laws and amendments thereto and, in their place, the Association shall be governed by the attached Fourth Amended and Restated By-Laws of River Plantation (Section Two), Inc.; and

**WHEREAS**, at least 67% of the Owners of the units approve by submission of written ballots the Fourth Amended and Restated By-Laws, attached hereto.

**IN WITNESS WHEREOF**, the undersigned President of the Association certifies that the Fourth Amended and Restated By-Laws has been duly adopted in accordance with the requirements set forth in Article XI of the By-Laws on this 10th day of April, 2018.

River Plantation (Section Two), Inc.

By: [Signature]  
Lucas Sullivan, President

STATE OF TENNESSEE )  
COUNTY OF DAVIDSON )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lucas Sullivan, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he executed the foregoing instrument for the purposes therein contained and who further acknowledged that he is President of River Plantation (Section Two), Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of River Plantation (Section Two), Inc.

Sworn to and subscribed before me this 14 day of May, 2018.

[Signature]  
Notary Public

My commission expires: 9/7/2021



**Article I**

**Section 1. Location of Property:** The property located on Sawyer Brown Road approximately 1150 feet south of the southwest corner of U. S. Highway 70 and Sawyer Brown Road, Nashville, Davidson County, Tennessee, has been submitted to the provisions of Chapter 27 of Title 66-27-202 of Tennessee Code Annotated.

**Section 2. Applicability of Bylaws:** The provisions of these Bylaws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein, shall include the land, the buildings, all improvements and structures thereon, and all easements, rights, and appurtenances belonging thereto, all of which are submitted to the provisions of said Chapter 27 of Title 66 of Tennessee Code Annotated.

**Section 3. Application:** These Bylaws, Master Deed, Rules and Regulations and any amendments which may be made, from time to time, pursuant to Tennessee Code Annotated Sections 66-27-201 and 66-27-202 shall be covenants running with each Condominium Unit and binding on each successive owner, lessee or mortgagee of each Condominium Unit. All present and future owners, mortgagees, lessees, and occupants of Units and their employees, and any other persons who may use the facilities of the property in any manner are subject to these

Bylaws, the Master Deed, the Rule and Regulations, and the Policies and Procedures of the Board of Directors.

**Section 4. Office:** The office of the Condominium shall be determined by the Board of Directors and its location may change from time to time.

## **Article II**

### **Board of Directors**

**Section 1. Number, Qualification and Election:** The affairs of the Condominium shall be governed by a Board of Directors. The Board shall consist of five (5) members who are owners of a Unit, reside in River Plantation Section Two and current with payment of their portion of assessments levied on each owner. No two members of a household may serve together on the Board. Each member shall be elected by owners present (or their proxy) at the annual meeting and shall serve for a period of three (3) years. The candidate or candidates who receive the highest number of votes shall be elected. For the purpose of these amended Bylaws, Board terms are staggered to assure that no Board shall be composed of all new members. If for any reason a member of the Board of Directors shall vacate his position before his three year term has ended, the remaining members of the Board of Directors may appoint a member to serve until the next annual meeting of owners. That person may or may not choose to ask the owners to elect him to finish the term to which he was appointed. Any Board of Director vacancy shall be filled each year at the annual meeting described above.

**Section 2. Powers and Duties of the Board of Directors:** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as defined by law or the Master Deed or by these Bylaws on behalf of the owners. Such powers and duties of the Board of Directors shall include, but not be limited to, the following:

- A. Operation, care, upkeep and maintenance of the common elements in accordance with the other provisions of these Bylaws;
- B. Determination of the common expenses required for the affairs of the Condominium including, without limitation, the operation and maintenance of the property;
- C. Collection of the common charges of the owners which includes the monthly Home Owner Association fees, master insurance policy and other special assessment as may be determined from time to time by the Board of Directors;
- D. Employment and dismissal of personnel necessary for the maintenance and operation of the common elements;

E. Adoption and amendments of rules and regulations covering the details of the operation and use of the property, and the imposition of fines for the infraction thereof;

F. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore;

G. Purchasing or leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit owners, Units offered for sale, foreclosure or lease or surrendered by their owners to the Board of Directors;

H. Purchasing of Units at foreclosure or other judicial sale in the name of the Board of Directors on behalf of all owners;

I. Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Units acquired by and subleasing Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all owners;

J. Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all owners;

K. Obtaining of insurance for the property, including each Condominium Unit pursuant to the provisions of Article V of Section 8;

L. Making repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property, in accordance with the other provisions of these Bylaws.

**Section 3. Managing Agent:** The Board of Directors may delegate to a managing agency all the powers granted to the Board of Directors by these Bylaws other than the powers set forth in subdivision B, E, F, G, H, I, J, K, and L of Article II Section 2.

**Section 4. Removal of Members of the Board of Directors:** Any member of the Board of Directors may be removed with or without cause by 60% of the owners present at a special meeting called for the purpose of removal of a Board member. The member of the Board of Directors whose removal is proposed shall be given the right to be heard prior to the vote. Should the board member be removed, the Board of Directors will fill the vacant position as described in Article II, Section 1. The special meeting shall be called in accordance with Article IV, Section 3 of these bylaws. Voting at the special meeting shall comply with Article IV, Section 7 of these bylaws.

**Section 5. Organization Meeting:** The first meeting of the members of the Board of Directors following the annual meeting of the owners shall be held within ten (10) business days thereafter. At this meeting the Board of Directors shall elect officers and conduct any such other business as may be needed.

**Section 6. Regular Meetings:** Regular meetings of the Board of Directors shall be held at least one time per quarter at a time and place designated by the Board of Directors. Notice of these meetings must be given to each member of the Board of Directors at least three (3) business days prior to the date named. These meetings shall be open to all owners who wish to attend. If an owner has business they wish to bring before the Board of Directors for consideration, they must deliver such notice in writing to the Board of Directors two (2) business days prior to the meeting in order to be placed on the meeting agenda. The Board of Directors may go into an executive session after the owners have been heard.

**Section 7. Special Meetings:** Special meetings of the Board of Directors may be called by the President on three (3) business day's written notice to each member of the Board. Such meeting shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Directors.

**Section 8. Quorum of Board of Directors:** A quorum being required to do business, a majority of the members of the Board of Directors must be present. A quorum is defined, for purposes of this section as a majority of the Board of Directors.

**Section 9. Liability of the Board of Directors:** The members of the Board of Directors shall not be liable to the owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these Bylaws. Every agreement made by the Board of Directors or the Managing Agent on behalf of the Condominium shall provide that the members of the Board of Directors or Managing Agent are acting only as agents for the owners and shall have no personal liability there under and that each owner's total liability shall be limited to such proportion as is his interest in the common elements.

**Section 10. Board Meeting Documentation:** The Board of Directors may meet electronically or telephonically. All actions taken at said meetings must have approval by the majority of the Board. Approval may be by signature or signature by e-mail.

**Section 11. Declaration of Default:** Should a majority of the Board of Directors determine that any owner is in default in the performance of any owner's obligations contained in the Master Deed, these Bylaws, or if such owner should be in violation of any of the Rules and Regulations established by the Board of Directors, then the Secretary of the Board of Directors, or the Management Agent shall send written notice of such default to such owner and if such default is not cured within two weeks from the date of sending notice, then the Board of Directors may take action to enforce the remedies given herein and by law.



**Article III**

**Officers**

**Section 1. Officers:** The Board of Directors of the Condominium shall consist of the president, vice president, secretary, treasurer and one (1) other member making the total number five (5) and each member shall hold a three (3) year term.

**Section 2. Election of Officers:** Election of officers of the Board of Directors of the Condominium shall take place following the election of the Board of Directors at the owners' annual meeting or within ten (10) days after the annual meeting of the owners.

**Section 3. Removal of Officers:** Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed from his office, either with or without cause, remain on the Board and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

**Section 4. President:** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the owners and of the Board of Directors. He shall have all of the powers and perform those duties vested in him by the Board of Directors. Specifically, the President may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

**Section 5. Vice-President:** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to act in their place, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the President or Board of Directors.

**Section 6. Secretary:** The Secretary shall keep the minutes of all meetings of the owners and of the Board of Directors. He shall have charge of such books and papers as the Board of Directors may direct and perform such other duties as the Board shall impose upon him and such functions as are generally performed by a secretary of a business organization.

**Section 7. Treasurer:** The Treasurer shall have the responsibility for Condominium funds and securities and shall work with the Managing Agent, if there is one, to be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements affecting the Condominium buildings, their administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for overseeing the deposit of all moneys and other valuable effects in the name of the Board of Directors or the Managing Agent, in such depositories as may be from time to time designated by the Board of Directors and in general perform such other duties as the Board of Directors shall impose upon him.

**Section 8. Agreements, Contracts, Deeds, Checks, Etc.:** All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium. Any unbudgeted expenditure above \$1,000.00 must have Board of Directors approval according to the Boards published policies and procedures.

**Section 9. Conflict of Interest:** Neither member of the Board of Directors or their immediate family nor any member of a Board appointed committee may work for the current Management Company, if there is one. If a Board member has a vested interest in a vendor or contractor with whom the Board would like to do business, the member must inform the Board of such interest and refrain from voting on related matters.

#### **Article IV**

##### **Meetings of Owners**

**Section 1. Annual Meeting:** The annual meeting of the owners shall be held on the second Monday of January of each year. At such meetings, the members of the Board of Directors to be elected shall be elected by ballot of the owners in accordance with the requirements of Article II Section 1 of these Bylaws. The owners may transact such other business at such meetings as may properly come before them.

**Section 2. Place of Meetings:** Meetings of the owners shall be held at the community center of the Condominium or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

**Section 3. Special Meetings:** It shall be the duty of the President to call a special meeting of the owners, if so directed by the Board of Directors, or when 20% of owners send a written request asking for a special meeting. The notice of any special meeting shall state the date, time, place and purpose of such meeting. No other business shall be transacted at a special meeting except as stated in the written notice. The Board, in times of emergency, may call a meeting of the home owners and the above rules would not apply. The Board reserves the right to call meetings of the members of the Association for purposes of discussion, education, and reporting on activities of the Board of Directors.

**Section 4. Notice of Meetings:** It shall be the duty of the Secretary or Managing Agent to mail a written notice of each annual or special meeting of the owners, at least ten (10) days but not more than sixty (60) days prior to such meetings, stating the purpose, time and place where it is to be held, to each owner of record. The mailing of such notice of meeting in the manner provided in this Section shall be considered service of notice.

**Section 5. Adjournment of Meetings:** If any meeting of owners cannot be held because a quorum has not attended, a majority of the owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time approved by a majority of those present.

**Section 6. Order of Business:** The order of business at all annual meetings of the owners shall be:

- A. Roll call or verification of a quorum by sign in;
- B. Proof of notice of meeting;
- C. Reading of minutes of preceding meeting;
- D. Report of Board of Directors;
- E. Report of committees;
- F. Election of members of the Board of Directors (when so required);
- G. Unfinished business;
- H. New business;

**Section 7. Voting:** The owner or owners of each Condominium Unit or some person designated by such owner or owners to act as proxy may cast one vote per Unit at all meetings of owners. The designation of any such proxy shall be made in writing to the Board of Directors and shall be revocable at any time by written notice or actual notice to the Board of Directors by the owner or owners so designating. There are 146 Condominium Units and there shall be only one vote per Unit. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity.

**Section 8 Quorum:** Except as otherwise provided in these amended and restated Bylaws, the presence in person or by proxy of owners or their representative representing 40% of the total then existing Units shall constitute a quorum at all meetings of the members.

## **Article V**

### **Operation of the Property**

**Section 1. Determination of Common Expenses and Fixing Common Charges:**

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium Association to determine the amount of the common charges payable by the owners to meet the expenses of administration, maintenance and repair of the general common elements and, in the proper case, of the limited common elements of the property. The assessments, referred to as the HOA fees, shall be applied uniformly to all owners. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Article V, Section 8 and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Directors may deem proper

for the operation and maintenance of the property including, without limitation, an amount for working capital of the Condominium Association, for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for the prior year, any utilities or other services serving the property which are not separately charged or metered to the individual home owners Unit. The common charges may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee or corporate or otherwise, on behalf of all owners of any Unit whose owner has elected to short-sell or is to be sold at a foreclosure or other judicial sale such as sheriff sale or auction. Before such purchase the Board of Directors must hold a special meeting with Owners to approve the purchase and any budget for purchase or amounts to be spent on repairs. The Unit will be listed for sale and all profits will be designated for a special reserve fund. These funds can only be used for emergency issues such as, but not limited to sewage or drainage issues to the limited common areas, otherwise there must be a vote of 60% of the homeowners to designate how these emergency funds will be spent. The Board of Directors shall advise all owners promptly, in writing, of the amount of common charges payable by each owner, and shall furnish copies of each budget on which such common charges are based to all owners.

**Section 2. Payment of common charges:** All owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Article V, Section 1 at such time or times as the Board of Directors shall determine. No owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him. The purchaser of a Unit shall be liable for the payment of common charges assessed against such Unit prior to the acquisition by him of such Unit.

**Section 3. Collection of Assessments:** The Board of Directors shall assess common charges against the owners from time to time and at least annually and shall take prompt action to collect any common charge due from any owner which remains unpaid for more than fifteen (15) days from the date of payment thereof. HOA assessments are due on the first day of every month. After a 15 day grace period the Board will assess a 10% late fee and the home owner will receive notification within 15 days when an assessment and or late fee have been applied. A notice of Intent to Lien will be sent to home owners who are 60 days delinquent. A lien will be recorded against any Unit owner more than 90 days late. A personal judgment may be levied through the courts against accounts over 90 days late. Lien foreclosure will be considered by the Board of Directors for homeowners who are considerably behind on their HOA fees and do not respond to the above collection policies. Should lien foreclosure action be taken, all payment plans or settlements require Board approval.

**Section 4. Default in Payment of Common Charges:** In the event of default by any owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The

Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such owner, or by foreclosure of the lien on such Unit granted by Tennessee Code Annotated.

**Section 5. Foreclosure of Liens for Unpaid Common Charges:**

In any action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid common charges, the owner shall be required to pay a reasonable rental but not less than \$50.00 per diem rent, from the date of the commencement of the foreclosure action for the use of his Unit and the complainant in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of owners, shall have the power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 6: Statement of Common Charges:** The Board of Directors shall promptly provide any owner so requesting the same in writing, with a written statement of all unpaid common charges due from such owner.

**Section 7: Special Assessments:** In addition to the other common charges authorized herein, from time to time it may be necessary to assess owners for unexpected expenses or to make improvements to the common elements. In order to make these special assessments, a vote of 60% of the owners with the concurrence of the Board of Directors is necessary. Any such meeting to enact a special assessment must be called pursuant to the requirements of Article IV Section 3.

**Section 8. Insurance:**

A. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) replacement cost fire insurance, vandalism and malicious mischief endorsements, insuring the entire structure including all of the outside exterior walls, carports, storage sheds, fences and gates, and all structural items outside the front door such as columns, steps and front porches; Items covered inside the unit include coatings and wall coverings, floors and ceilings; and permanently installed appliances and fixtures. *All covered items will be replaced in accordance with the original plans and specifications or a replacement of like kind and quality which was originally installed when the units were first built per specifications of the original Master Deed and Bylaws.* Each of such policies shall contain a Tennessee standard mortgagee clause in favor of each mortgagee of a Unit which will provide that the loss, if any, there under shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth; such insurance policies shall contain a standard deductible clause of \$10,000.00 (2)

workman's compensation insurance, if applicable; (3) boiler and machinery insurance, if applicable; (4) water damage; and (5) such other insurance as the Board of Directors may determine including fidelity bonds . All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance of or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) business days prior written notice to all of the insured, including all mortgagees of a Condominium Unit. Duplicated originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of a Condominium at least ten (10) business days prior to expiration of the then current policies.

B. To insure that every homeowner has fair and equitable access to the Master Insurance Policy and to insure that all claims are valid, all claims must be submitted to the Board of Directors for review and submittal to the insurance company. Homeowners may submit claims to the Board by written letter or via e-mail. No verbal claims will be accepted. Within 24 hours of receipt of the claim, the Board will review the claim and notify the homeowner or owners of action to be taken by the Board. In case of an event affecting numerous homeowners that cause multiple claims, the Board will review and submit all claims together.

C. Unit Owners shall carry Condominium Home Owners insurance (HO6) which shall include casualty/liability insurance that will cover upgrades and betterments to the interior of their own Units; this policy shall include coverage for personal injuries that occur within their Units or patios. Such policies shall contain waiver of subrogation and further provide that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any additional insurance carried by any owner.

**9. Fidelity Bonds:** The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common charge.

**Section 10. Repair or reconstruction after a covered loss caused by a named peril as defined under the Master Insurance Policy:** In the event of damage to or destruction of any Condominium Unit or Units, as a result of fire or other loss covered under the Master Insurance Policy, repairs and reconstruction shall be made in the following manner:

- A. The Board of Directors shall meet with all owners affected, in as timely a manner as possible, and begin plans for repairs or reconstruction and filing claims with the Master Insurance policy. It shall be the responsibility of the HOA to repair the slab and any utilities' pipes or ducts in or under the slab, framing of exterior walls, including studs, rafters, roof decking, insulation and shingles. The exterior walls shall be covered with foil batting insulation (or what is required by codes at time of casualty) and brick or siding

facade as per original build. The HOA is responsible for exterior painting, including doors, shutters, gutters and downspouts.

- B. In the event of a covered loss caused by a named peril as defined under the Master Insurance Policy, the Master Insurance Policy will cover outside and inside the Units, including outside exterior walls, carports, storage sheds, fences and gates, all structural items outside the front door such as columns, steps and front porches; Items covered inside the unit include coatings and wall coverings, floors and ceilings; and permanently installed appliances and fixtures. *All covered items will be replaced in accordance with the original plans and specifications or a replacement of like kind and quality which was originally installed when the units were first built per specifications of the original Master Deed and Bylaws.*
- C. In the event of damage to or destruction of any Unit due to a peril not covered under the Master Insurance Policy, each owner whose Unit has suffered damage or destruction will be responsible to repair and reconstruct the entire inside of his Unit from the studs in.
- D. In the event that 60% or more of the condominium units are destroyed and the Board of Directors decide not to repair or restore the units then the property shall be sold and the net proceeds of the sale together with the net proceeds of the insurance policies shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the owners in proportion to their respective common interests, after just paying out of the share of each owner the amount of any unpaid liens.

**Section 11. Abatement and Enjoinment of Violations by Owners:** The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaws contained herein, or the breach of any provision of the Master Deed shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the Unit in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**Section 12. Maintenance and Repair:**

A. Except as provided in Section 10 of this Article, all maintenance of and repairs to any Unit, structural or non-structural, ordinary or extra-ordinary (other than maintenance of or repairs to any common element contained therein) shall be the financial responsibility of the owner of such Unit, including windows and doors on exterior walls. Each owner shall be responsible for all damages to any and all other Units and/or the common elements, that his failure to maintain and repair his Unit may engender. Each Unit owner shall be under a duty to report to the Board of

Directors any condition with regard to the common elements within or adjacent to his Unit, which require maintenance or repair.

B. All maintenance, repairs and replacement to the common elements, including fences and gates appurtenant to each Unit shall be made by the Association unless those damages are caused by the negligence, misuse or neglect of any party, who will be responsible therefore.

C. All maintenance, repairs and replacements to limited common elements (except terraces, and block walls between terraces) identified on the plat of record or otherwise herein shall be made by the HOA. Any repairs to damage caused by negligence, misuse, or neglect of any owner of the abutting Units, or by any agent, invitee or contractor of any such owner shall be made by the Board of Directors and be charged to the owners who are benefitted by such limited common elements or who are directly affected and benefitted by such limited common elements, as a common expense allocable to such owners alone, unless already paid for by such affected owners.

**Section 13: Terraces and Carports:** A terrace, storage area, carport and fences and gates to which a Unit has sole access, shall be for the exclusive use of the owner of said Unit. The same shall be kept free and clean of snow, ice and any accumulation of water by the owner of such Unit.

**Section 14: Restrictions on Use of Units:** In order to provide for congenial occupancy of the property and for the protection of the values of the Units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

A. Each Unit shall be used for single family residences only.

B. The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

C. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents. River Plantation Section Two strictly adheres to all Metro Codes and Ordinances.

D. No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expenses of the respective owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the property.

E. No portion of a Unit other than the entire Unit may be rented and no transient tenants may be accommodated therein.



F. No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased owner or tenant or his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two (2) consecutive days and between the hours of 7:00 am and 5:00 pm. The HOA may from time to time have carport sales in which owners may participate. The Board of Directors may set rules and regulations for such sale and all owners are given a copy of these regulations. Real estate signs shall be displayed only between 5 pm Friday and 5 pm Sunday.

G. Livestock, swine, poultry, snakes, rabbits, ducks or exotic or wild animals may not be kept, raised or bred by any owner or tenant anywhere on the property of River Plantation Section Two. Owners of Units may have dogs, cats, birds, fish, or other commonly recognized household pets, provided they are not bred or maintained for any commercial or breeding purposes and be kept inside their Units. Dogs and cats must not be allowed to roam free or be housed on the terrace. Owners must also obey all leash laws promulgated by governmental entities.

**Section 15: Additions, Alterations or Improvements by Board of Directors:** Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements, and the making of such additions, alterations or improvements, shall have been approved by 60% of the owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all owners for the cost thereof as a common charge.

**Section 16: Additions, Structural Alterations by Owners:** Any additions or structural alterations in or to an owner's Unit shall not be made by the owner without the prior written consent thereto of the Board of Directors. A lien for labor or materials shall attach to such owner's interest in the Condominium and not to the Condominium as a whole. The Board of Directors shall have the obligation to answer any written request by an owner for approval of a proposed addition, or structural alterations in such owner's Unit, within thirty (30) days after such request and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, or structural alteration. Approval of such plans by the Board does not warrant the structural integrity of any additions. Any applications to any department of the Metropolitan Government of Nashville and Davidson County, Tennessee or to any other governmental authority for a permit to make an addition, and or structural alteration in or to any Unit shall be executed by the homeowner or his contractor. The Board of Directors will require proof of such permits and inspections by Codes.

**Section 17: Use of Common Elements and Facilities:** An owner shall not place or cause to be placed in the common areas or common facilities, other than a terrace or carport to which such owner has sole access, and other than the areas designated by the Board of Directors, any furniture, packages or objects of any kind, except with the written consent of the Board of Directors or their agent. Any limited common elements, which have been designed as herein and otherwise in the Plat of record, shall be used only by that or those Units which abut directly thereon, and the use thereof shall be limited only to that to which the same are reasonably suited

and which are incident to the use and occupancy of such abutting Units or as otherwise restricted herein on the Plat of record.

**Section 18: Right of Access:** Each owner shall grant a right of access to his Unit to the Board of Directors, the Managing Agent and/or any other person authorized by the Board for the purpose of correcting any condition originating or existing in his Unit or threatening other Units or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that request for entry is made in advance and that any such entry is at a time reasonably convenient to the Unit owner. In case of an emergency, such rights of entry shall be immediate, whether or not the owner is present.

**Section 19: Rules of Conduct:** Rules and regulations concerning the use of the Units and common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board to each owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made a part hereof as Schedule 3, the River Plantation Section Two Rules and Regulations. The Board of Directors may also establish and access reasonable fines for infraction or violation or promulgated rules and regulations.

**Section 20: Electricity, Water and Sewer Charges:** The Board of Directors may in their sole and absolute discretion allocate utility charges on a different basis than the allocation of other common charges. The number of residents within a unit may determine the allocation. Residents living in Units that have a higher number of residents would pay more than those residents living in Units with a smaller number of residents. The Board of Directors may also in their sole and absolute discretion install water meters at each individual Unit causing each Unit owner to be responsible to pay for the water usage in its entirety within their individual Unit. At such time water meters are installed, the Board reserves the right to levy an assessment against each owner for the cost of installing the water meters. This assessment shall be enforceable in the same manner as provided in Article V, Section 2 and 6.

## **Article VI**

### **Mortgages**

D. Section 1. Notice to Board of Directors: An owner who mortgages his Unit shall notify the Management Company of the name and address of his mortgagee.

**Section 2. Notice of Unpaid Common Charges:** The Board of Directors whenever so requested in writing by a mortgagee of a Unit shall promptly report any unpaid common charges due or any other default by the owner of the mortgaged Unit.

**Section 3. Notice of Default:** The Board of Directors, when giving notice to an owner of a default in paying common charges or other default, may send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board of Directors.

**Section 4. Examination of Books:** In addition of the requirements of Tennessee Code Annotated 66-27-503, each owner and each mortgagee of a Unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days, but not more often than once a month.

## **Article VII**

### **Sales, Leases and Mortgages of Units**

**Section 1. Consent of Owners to Purchase or Lease a Unit by the Board of Directors:** The Board of Directors shall not exercise any option to purchase or lease any Unit without the approval of the majority of the Board and without complying with the provisions of Article V Section 7 of these bylaws.

**Section 2. No Severance of Ownership:** The interest, rights and privileges to which an owner is entitled by reason of the ownership of a Unit are herein designated Appurtenant Interests and include, but are not limited to: an undivided interest in the common elements of the horizontal property regime, the rights and privileges to use and enjoy the common elements, the interest of an owner in a Unit acquired by the Board of Directors or its designee on behalf of all owners or the proceeds of the sale or lease thereof, if any, the right to attend and to vote at the meetings of owners and the interest of an owner in any other assets of the horizontal property regime. No owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interest, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to effect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interest of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

**Section 3. Financing of Purchase of Units by Board of Directors:** Acquisition of Units by the Board, or its designee, on behalf of the owners may be made from the working capital and common charges in the hands of the Board, or if such funds are insufficient, the Board may levy an assessment against each owner in proportion to his ownership in the common elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Article V, Section 6 and 7.

**Section 4. Restriction on Leasing of Units by Owners:** In order to protect and enhance the property value and resale value of the Units, not more than fifteen (15%) percent of the units may be leased at any one time. (This limitation shall, however, be subject to hardship exceptions, as set forth in Article VII, Section 5, below). Any Unit Owner wishing to lease his unit shall give notice and make application to the Board of Directors (or its designated Agent or Committee), on a form prescribed by the Board for such purpose. If, at the time of such application, the maximum number of units is already leased (or approved for lease), the unit owner wishing to lease his unit is to be placed (or given the opportunity to be placed) on a "waiting list" administered by, or on behalf of, the Board.

If the Board (or its designated Agent or Committee) determines, upon proper application, that the applicant should be entitled to lease the subject unit to the proposed Tenant, it shall grant approval in writing by issuance of a "Rental Permit" to the Unit Owner. Denial of a Rental Permit, when determined to be appropriate, shall also be issued in written form.

Owners leasing a unit must provide the Board (or its designated Agent or Committee) with the name(s) and a working telephone number of each tenant, and a copy of the signed Lease. The Lease must contain a clause stating that the tenant(s) have been given, by the Landlord, a copy of the Master Deed, By-laws and Rules and Regulations of the Association, and an acknowledgement that the tenant(s) have agreed to abide by all of the conduct and usage provisions of all of those documents.

No Lease will be approved for an initial term of less than six (6) months nor any term longer than one (1) year. Extensions and renewals of approved leases may be accomplished without any new application for Permit, upon the following conditions: (1) prior written notice must be given to the Association and (2) no extension or renewal may be for a term in excess of one (1) year.

Rental Permits shall be approved or denied, administered, and enforced by the Board of Directors (or its designated Agent or Committee), in accordance with a "Rental Restriction Policy" which is enacted by the Board and promulgated to the Unit Owners.

The Rental Restriction Policy shall include a provision for assessment against units which are rented, and personally against the owners of those units, to cover the cost of administration of the Policy. All such assessments shall be enforceable in the same manner as general and special assessments.

The Rental Restriction Policy may also include provisions for monetary fines to be levied against Unit Owners who allow occupancy by tenants without issuance of a Rental Permit. Any such fines shall constitute assessments against the relevant Unit and shall be the personal liability of the Unit Owner, and any such fines shall be enforceable in the same manner as general and special assessments.

The Board shall be afforded broad discretion in the adoption, administration and enforcement of the Rental Restriction Policy in order to carry out its purposes.

The Rental Restriction Policy may be amended from time to time by the Board, with promulgation of each amendment to the Unit Owners. The Board shall be afforded broad discretion in the adoption of amendments to the Rental Restriction Policy.

A unit shall not be considered as being “rented,” and no Rental Permit shall be required, if the unit is to be principally occupied by an “immediate family member” of the unit owner. “Immediate family member” shall be defined as a (1) parent, (2) sibling, (3) child by blood, adoption or marriage, (4) spouse, (5) grandparent, or (6) grandchild. The definition of “immediate family member” may be broadened in appropriate circumstances in the reasonable discretion of the Board. Notwithstanding the foregoing, if occupancy by an immediate family member (or anyone else) is pursuant to any rental agreement (written or non-written) which will, or might, confer taxable income upon the Unit Owner, such occupancy shall be fully subject to the Rental Restriction Policy and shall require application for a Rental Permit as though no family relationship were present.

**Section 5. Hardship Leasing Permits:** Upon demonstrated, significant hardship conditions, units may be rented even though such rental would result in overall rental occupancy in excess of the fifteen (15%) percent limitation set forth in Section 4, above. A pre-condition of such hardship rental shall be application to the Board (or its designated Agent or Committee) for issuance of a “Hardship Rental Permit,” and the approval/acceptance of such application. Financial hardship, alone, shall not entitle a Unit Owner to be granted a Hardship Rental Permit. Standards for the issuance of Hardship Rental Permits shall be incorporated in the Rental Restriction Policy, as outlined in Section 4 of this Article, and the Board shall be afforded broad discretion in the determination of such standards. Units rented pursuant to Hardship Rental Permits may be assessed in the same manner as units rented under “regular” Rental Permits.

### **Article VIII**

#### **Condemnation**

**Section 1. Condemnation:** In the event of a taking in condemnation or by eminent domain of a part of the common elements, the award made for such taking shall be payable to the Board of Directors for and on behalf of the Owners, if such award amounts to \$20,000.00 or less and if the award is for more than \$20,000.00. If a majority of the Board in their sole and absolute discretion approve the repair and restoration of such common elements the Board shall arrange for the repair and restoration of such common elements, and the Board or the insurance trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not duly and promptly approve the repair and restoration of such common elements, the Board or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same

manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Article V, Section 10 of these Bylaws.

**Article IX**

**Records**

**Section 1. Records and Audits:** The Board of Directors or the Managing Agent shall keep detailed records of the actions of the Board and the Managing Agent, minutes of the meetings of the Board, minutes of the meetings of the owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board to all owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board to all owners and to all mortgagees of Units who have requested the same, promptly after the end of such fiscal year. In any case the requirements of TCA Section 66-27-502 and 503 must be followed by the Association and owners.

**Article X**

**Miscellaneous**

**Section 1. Notices:** All United States mail notices hereunder shall be sent by registered or certified mail to the Board of Director c/o the Managing Agent, or if there is no managing agent, to the office of the Board or to such other address as the Board may hereafter designate from time to time by notice in writing to all owners and to all mortgagees of Units. All notices to any owner shall be sent by registered or certified United States mail to the building or to such other address as may have been designed by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of Units shall be sent by registered or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

**Section 2. Invalidity:** The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

**Section 3. Captions:** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

**Section 4. Gender:** The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**Section 5. Wavier:** No restriction, condition, obligations, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**Section 6. Proxy:** Any act or approval in writing shall be binding upon the person approving same when and until said person revokes in writing such proxy.

**Section 7. Insurance Trustee:** The Board of Directors may employ an insurance Trustee to disperse insurance funds. The Trustee must be First American Bank or its successor having capital, surplus and undivided profits of \$10,000,000.00 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense of the Condominium.

#### **Article XI**

##### **Amendments of Bylaws**

**Section 1. Amendment to Bylaws:** These Bylaws may be modified or amended by the written consent or vote of 67% of all owners of the Condominium.

#### **Article XII**

##### **Conflicts**

**Section 1. Conflicts.** These Bylaws are set forth to comply with the requirements of Tennessee Code Annotated 66-27-201 et seq. as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of these Bylaws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control. Terms which are not defined in the Master Deed and the Plat of record or in these Bylaws shall be deemed to be the same as defined in such Act.

**AFFIDAVIT**

The undersigned, after having been duly sworn, does hereby swear, depose and affirm to the following:

- 4. My name is Brenda Duck. I am over eighteen years of age, and I have personal knowledge of the matters set forth in this affidavit;
- 5. I am the Secretary of River Plantation, Section Two, a Tennessee Not-For-Profit Corporation;
- 6. I certify that the Fourth Amended and Restated By-Laws of River Plantation, Section Two Condominiums ("Master Deed") has been duly adopted, according to Article XI of the Amended and Restated By-Laws adopted on August 6, 2012.

**FURTHER THE AFFIANT SAITH NOT**

*Brenda Duck*  
 \_\_\_\_\_  
**Brenda Duck**  
**Secretary**

STATE OF TENNESSEE        )  
   )  
 COUNTY OF DAVIDSON        )

Subscribed and Sworn to before me on this 14 day of May, 2018.

*Joshua B. Fenner*  
 \_\_\_\_\_  
 Notary Public

My commission expires: 9/7/2021





**AFFIDAVIT**

The undersigned, after having been duly sworn, does hereby swear, depose and affirm to the following:

1. My name is Lucas Sullivan. I am over eighteen years of age, and I have personal knowledge of the matters set forth in this affidavit;
2. I am the President of River Plantation, Section Two, a Tennessee Not-For-Profit Corporation;
3. I certify that the Fourth Amended and Restated By-Laws of River Plantation, Section Two Condominiums ("Master Deed") has been duly adopted, according to Article XI of the Amended and Restated By-Laws adopted on August 6, 2012.

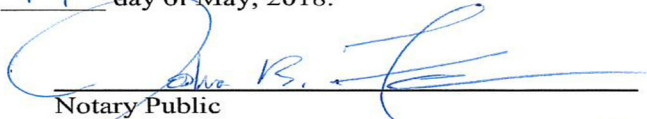
**FURTHER THE AFFIANT SAITH NOT**



**Lucas Sullivan  
President**

STATE OF TENNESSEE            )  
  )  
COUNTY OF DAVIDSON        )

Subscribed and Sworn to before me on this 14 day of May, 2018.

  
Notary Public

My commission expires: 9/7/2021

