

Westcliff Condominiums Rules and Regulations

The Board of Directors is authorized to enforce the Master Deed, Bylaws, and Rules. All assessments will be levied against the Unit Owner. The Board will utilize all available legal remedies to remove any occupant or guest who fails to comply with Association policies.

Compliance with these Rules and Regulations is mandatory for all owners, residents, tenants, and guests. Throughout these rules and any Board-adopted policies, the terms 'unit' and 'apartment' are used interchangeably to refer to any individually owned or occupied residential dwelling within the condominium.

I. General Rules

- A. All city/county laws will be enforced.
- B. Smoking is prohibited inside all Common Areas, which include, but are not limited to, the stairwells and hallways.
- C. Flags, banners, and signs of any kind, including but not limited to "For Rent," "For Sale," "Open House," political signs, etc., shall not be displayed on the property, grounds, balconies, patios, or buildings, or in windows or doors, "For Sale" and "For Rent" information listed on 3 x 5 cards are permitted to be placed on the bulletin board located throughout the complex.
- D. Laundry Room
 - Remove articles promptly from the washer(s) and dryer(s).
 - Clean lint filter(s) after dryer use.
 - Unclaimed clothes will be given to Goodwill.
- E. Unit entry doors to the building hallway shall be replaced only with the approval of the Board of Directors. The replacement door must be painted the same color as the existing hallway doors. Painting of the replacement door is the responsibility of the Unit Owner and must be done in a timely fashion. (Fire Code Related)
- F. All Owners are required to maintain active utility service (whether the Unit is occupied or vacant) to prevent incurring damage to the individual Unit or Units adjacent, above, or below. Utility service is the electricity service to the Unit (KUB). Failure by an Owner to maintain utility service on their respective condominium (Unit) will result in an immediate Penalty Fee & Enforcement Assessment, which will accrue monthly at a rate determined by the Schedule of Fees until service is put back in place by the Unit Owner, with the lien being placed against their Unit Owner.
- G. Owners are required to provide a working key to the HOA office for emergency access. Should a unit be inaccessible during an emergency, the Association

reserves the right to employ a locksmith to gain entry. All associated costs and locksmith fees will be charged to the Unit Owner.

II. Occupancy

- A. Units at Westcliff are single-family, private residences.
- B. No more than 2 people may occupy a bedroom. The maximum number of people allowed in each Unit type is as follows:
 - Studio: Two (2) person maximum.
 - Two Bedroom: Four (4) person maximum.
 - Three Bedroom: Six (6) person maximum
- C. All new residents are required to notify the Property Manager or the Board of Directors immediately upon moving into Westcliff.
- D. Owners must provide the Board and Property Management with a current mailing address, telephone number, email address, vehicle information, and homeowners' insurance of both the owner and any other residents.
- E. Each Unit Owner must provide the Board of Directors with a key to provide access to the Unit.
- F. The Board of Directors or the Property Manager, and any contractor or workman authorized by the Board or the Managing Agent, may enter any Unit at any reasonable hour of the day or night for (i) inspecting such Unit for any health, maintenance, or safety problem or the presence of any vermin, insects, or other pests and (ii) taking such measures as may be necessary to correct any such problems, including the extermination of any vermin, insects or other pests. Good faith efforts will be made to contact the Owner and/or other resident(s) before entering any Unit.
- G. Live or cut Christmas trees are prohibited.
- H. Each Unit shall have an operating smoke detector connected to the Westcliff Annunciator.
- I. Each Unit is authorized to have one storage unit. The HOA is not responsible for any damage to contents placed in these units. Additional storage units can be requested, subject to availability and monthly fees. See Fee Schedule.
- J. Clothes dryers shall not be vented in any fashion, into a wall, ceiling or floor. (Please see "Washer and Dryer Installation Policy" for more information.) (Fire Code Related)
- K. Waterbeds are prohibited.
- L. All window or door coverings visible from the exterior shall be white or off-white and must be approved by the Board before installation begins.
- M. Unit Owners must hire only licensed electricians, plumbers, and HVAC personnel to perform replacement or repair work in each Unit, and all such work must be

approved by the Board unless an emergency demands otherwise, in which case the Owner shall report the work as soon as possible.

- N. Unit Owners must notify management when any hired worker must gain access to the roof or shut off water to a Unit.
- O. Maintaining homeowners' insurance is required of all residents. Proof of insurance must be provided to the Board of Directors when a Unit is purchased and by March 1 each year thereafter.
- P. Owners are held responsible for the behavior of their tenant(s) and guests and/or non-owner residents.
- Q. Maintenance fees are due on the first of each month.
- R. Special assessments (when required) will be paid on the date determined by the Board of Directors.
- S. Residents may not rent the pool or common area furnishings for social events.
- T. The Association recognizes its obligations under the Fair Housing Act, which prohibits discrimination based on familial status. These rules are intended to establish reasonable occupancy standards that balance the Association's interest in safety, property maintenance, infrastructure limits, and quality of life, while still respecting the rights of families. As such, the Association will consistently apply occupancy standards without regard to familial status. Any exception or accommodation will be considered in compliance with fair housing obligations.

III. Plumbing Protocol

- A. Plumbing fixtures, including toilets, drains, and disposals, must be used only for their intended purposes. Prohibited items—including grease, oil, wipes (even those labeled 'flushable'), feminine products, diapers, cigarette butts, and construction materials like grout—must never be disposed of in any plumbing fixture. Unit Owners are liable for all damages to their unit, other units, or Common Elements resulting from a violation of this policy. (See [Plumbing Protocol](#) on the Westcliff Condominiums website)
- B. Unit Owners must follow the Plumbing Protocol. Failure to post signs, giving owners advance notice of a water shut-off, is a violation of the Plumbing Protocol and will result in a fine. The cost of plumbing repair will be charged to the Unit Owner as a special assessment.
- C. Unit Owners must obtain written permission from management before hiring any work to be performed on any portion of the Common Element plumbing and sewer system, including but not limited to making attachments, connections, repairs, or replacements.

IV. Balconies and Patios

- A. Sliding glass doors shall be replaced only with sliding glass doors similar to the original sliding glass doors, with atrium doors without pane dividers, or with French doors without pane dividers. A white exterior color approved by the Board of Directors must be used for patio doors. The Board of Directors can provide photos of approved replacement doors. No tint or protective coating may be applied to glass doors.
- B. Balcony and patio light fixtures shall be replaced only with one (1) single-bulb, black coachman-style light fixture. A photo of the fixture is provided in the Owner Information Handbook.
- C. Each Unit Owner must keep the Unit and any balcony or patio allocated to the Unit in a clean and orderly condition. Tenants shall not throw anything from the doors, patios, or balconies of any Unit, including any liquids, including but not limited to cigarettes, cans, and/or paper.
- D. Nothing shall be hung from, on, or over balcony railings, including, but not limited to, towels, rugs, sheets, clothing, and plants.
- E. No satellite dishes are allowed.
- F. No balcony or patio shall be enclosed or altered in any way.
- G. No balcony or patio shall be painted without first obtaining written authorization from the Board. All such requests must be in writing.
- H. No awning, drape, curtain, blinds, storage structure, exercise equipment, radio, or television aerial shall be attached to or hung from the exterior of any building, patio, or either the interior or exterior of the balcony.
- I. All patio or balcony doors, including screen doors, must be kept in good working condition. Inoperable screen doors, screen doors in poor condition, or detached screen doors, must be removed and shall not be stored on the patio or balcony or on the exterior of the property. Magnetic or hanging screen doors are prohibited.
- J. All balconies and patios shall be furnished only with outdoor-appropriate furnishings.
- K. The use of floor coverings on balcony or patio floors, including, but not limited to, carpet and wood, is prohibited except for small doormats and/or outdoor area rugs.
- L. The placement or use of exterior decorative lighting, including but not limited to string lighting of any kind, is subject to board approval on balconies or patios, with the following exception for Christmas holidays:
 - Miniature Christmas string lights may be displayed starting the day before Thanksgiving and should be taken down within the first 2 weeks of January.
 - The lights must be taken down and removed no later than January 14th.

- All lights must be confined to the individual's own balcony or patio.
 - No lights are permitted on the Common Elements, including on shrubs, trees, etc.
 - All lighting and extension cords must be outdoor/exterior rated and UL Listed and approved, and must be maintained in a safe condition.
 - Only miniature Christmas string lights are permitted.
 - Spot lights, flood lights, strobe lights, etc., are prohibited.
 - All lighting must be turned off by 11:00 p.m. each night.
 - The Unit Owner shall be responsible for any damage or injury caused by their use of the lights.
- L. No bird feeder of any kind may be installed or placed on the exterior patio or balcony of any Unit.

V. Building Exterior

- A. Physical/structural changes not allowed by individual owners/renters.
- B. The sidewalks, entrances, breezeways, parking areas, and driveways of the complex shall not be obstructed in any way or used for any other purpose except going to and from the Units in the building. These areas shall not be furnished or used for any storage of any kind.
- C. Patios/balconies are not storage areas for appliances, wet clothing, towels, kegs, punching bags, toys, sporting equipment, beehives, etc. Outside curtains or shades are not permitted.
- D. Stairwells and halls must be clear of obstruction. Nothing is to be stored in the stairwell and halls.
- E. Garbage must be placed in the chutes in the receptacles in the two trash rooms, or in the dumpster outside the building.
- F. Unit owners are responsible for any damage caused by residents or their guests.
- G. City/county ordinances prohibit all outside burning/fire devices for condominiums, i.e., grills, torches, etc.

VI. Common Elements

- A. Owners have the right to furnish only the area within the boundaries of the patio or balcony (Limited Common Elements) assigned to their Unit.
- B. Bicycles and other vehicles shall not be kept or stored in the hallway or the Common Elements. Contact Property Management for information on designated bicycle storage areas. HOA is not responsible for any lost or stolen property that is left unattended or unlocked in designated bicycle parking areas.

- C. Gas, charcoal grills, and outdoor deep-fat cookers are prohibited. Electric grills may be used. Open fires of any kind are prohibited, except for candles, which must be attended at all times.
- D. No portion of the exterior of any building or the grounds outside the perimeter of an Owner's Unit (General Common Elements) shall be decorated, planted, or furnished in any manner.
- E. However, the Board may approve Unit Owners to furnish, plant, or use the areas outside the Limited Common Elements.
 - a. All such requests shall be in writing to the Board, and shall include a complete description of the proposed use, planting, and/or furnishing.
 - b. In considering each request, the Board shall ensure that the request, if granted, shall not pose a hazard or in any way be detrimental to the complex; shall not interfere with the rights and enjoyment of other owners; shall not increase the maintenance costs of the complex; shall be consistent with the design of the complex.
 - c. The Board shall respond in writing to any request and may place conditions on any approval.
 - d. The Board has the right to revoke approval at any time.
- F. The Board may approve the Unit Owner to temporarily use the General Common Elements if work to be performed in a Unit necessitates the use of a portion of the General Common Elements.
 - a. Before using any General Common Element for such work, the Unit Owner must submit a written request to the Board and must obtain written approval from the Board.
 - b. The request shall include a plan stating which General Common Element is being requested for use, the nature of the use, and an approximate date of completion.
 - c. If approval is granted, all such activity on the General Common Element must be limited to the hours of 9:00 a.m. and 6:00 p.m. All materials and equipment must be removed from the General Common Element at the end of each day, and the General Common Element must be cleaned before leaving each day.
 - d. The Board may place conditions on any approval.
 - e. The Board has the right to revoke approval at any time.

VII. Pets

- A. The Association acknowledges its obligations under the Fair Housing Act (FHA) and applicable Tennessee law to provide reasonable accommodation for

individuals with disabilities who require the use of services or assistance animals, including Emotional Support Animals (ESAs), as provided in the Master Deed.

- B. A 1992 amendment to the Master Deed, approved by owner vote, established a broad prohibition against animals, including dogs and cats.
- C. No animals are allowed in the units or common areas of Westcliff, visiting or otherwise.
- D. While an exception exists for service animals, there is a specific policy and application procedure for such cases. The Association does not discriminate based on disability and will evaluate all accommodation requests in a prompt, consistent, and confidential manner. The Association provides a process for approval of Service or ESAs through its Board of Directors. All forms must be completed, submitted, reviewed, and approved by the Board before a Unit is rented or a support animal can be brought into the building.

VIII. Parking

- A. Unit Owners are responsible for ensuring their guests park only in unnumbered spaces. Parking in numbered or reserved spaces is strictly prohibited and may result in towing at the vehicle owner's expense
- B. All parked vehicles must be operational and have a current registration. Non-compliant vehicles are subject to towing
- C. No boats, trailers, RVs, or construction equipment/vehicles (except Westcliff projects) may be parked on site. Off-site parking only.
- D. Yellow-striped areas designate "No Parking."
- E. Vehicle maintenance of any kind must be done off-site.
- F. Vehicles may not be stored on-site as indicated by remaining covered, flat tires, or being obviously inoperable.
- G. Each owner must register their vehicle with the Association, affix the parking sticker to the lower-left inside windshield, and park only in their assigned space.
- H. Never park in a space reserved for another Unit; this is to be available to the Owner at all times. Violators are subject to being towed.
- I. No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance or exit from any building or to and from any other vehicle.
- J. All vehicles shall be parked in designated parking spaces and shall not be parked on, or partially on, grass, curbs, or sidewalks.
- K. Boats, recreational vehicles, trailers, dumpsters, pods, and commercial vehicles exceeding one ton may not be parked or stored on the property. However, the Board may approve exceptions for trailers and large commercial vehicles while they are actively providing services to the complex.
- L. No one shall wash cars or any other vehicle on the Property.

- M. Parking is limited to one vehicle per bedroom (Studios are allotted one space). Additional spaces may be available for a fee.
- N. All residents, owners, renters, and guests thereof must obey posted speed limits and directional signage.
- O. The driveway and parking lot are Common Areas. Vehicles found in violation of these rules will be towed at the owner's expense.

IX. Rentals and Leasing

- A. Leasing and subleasing are prohibited without prior Board approval.
- B. Homeowners may not lease a unit for less than one (1) year.
- C. The Board must approve the lease agreement before it is signed.
- D. If a unit owner has leased the Unit, the Unit Owner shall be deemed to have assigned to the tenant all rights to use all Common Elements, including, but not limited to, the swimming pool and laundry room.
- E. Lease agreements must reference the Rules and Regulations, and owners are responsible for providing a copy of this document to their tenants.

X. Swimming Pool

- A. Pool hours are 9:00 a.m. to 9:00 p.m.
- B. Children under 14 must be supervised by an adult at all times.
- C. Gates are to be kept locked at all times.
- D. Access to and use of the swimming pool requires a key. Upon the Unit Owner's completion of required forms, one key shall be issued per Unit at no charge. The cost of a replacement key for the Unit is Two Hundred Fifty Dollars (\$250.00) per key. Residents must have a key with them at all times.
- E. While using the pool, the Unit resident must accompany guests at all times. There shall be no more than four (4) guests at the pool per Unit, per visit.
- F. Only residents and their guests are permitted.
 - The resident must accompany their guest(s).
 - Residents are responsible for guests' behavior.
- G. No glass in or around the pool or deck is permitted.
- H. No running, diving, or "horseplay" allowed in the pool or on the pool deck.
- I. Cover-ups and footwear must be worn going to and from the pool.
- J. Proper swimming attire only.
- K. No alcohol in or around the pool or deck is permitted.
- L. Remove all personal articles when leaving the pool or deck areas.
- M. Clean up after yourselves and use trash cans.
- N. Close umbrellas after use.

- O. The pool will be closed during lightning and thunderstorms.
- P. No wet swimsuits in halls, elevators, or stairwells.
- Q. Sunbathing is limited to the pool area.
- R. No smoking in or around the pool area.

XI. Trash Policy

- A. All garbage must be placed in sturdy plastic bags, securely tied/fastened prior to placing in the garbage chute and /or in the two trash rooms, or outdoor dumpster.
- B. No heavy, bulky, or loose glass items may be placed in the chute(s).
- C. Garbage, trash, and garbage cans or containers shall not be placed or stored on balconies or patios, or in breezeways or hallways.
- D. Tied and secure bags must be placed in a trash receptacle, not on the floor.
- H. Items too large for the garbage chute(s) may be left either in the trash room(s) on the first floor or placed in the outside dumpster.
- I. Construction debris and household items, including but not limited to appliances, furniture, carpeting, etc., must not be placed in the trash chute, trash room, dumpster, or dumpster enclosure, or in any other way discarded or stored on the property.
- J. Contaminated materials and medical waste are strictly prohibited in trash chutes, rooms, and dumpsters. Residents must arrange private disposal for these items
- K. Unit Owners are responsible for all cleanup costs and potential fines resulting from trash policy violations.

XII. Noise Control

- A. Quiet Hours are from 10 p.m. to 6 a.m. every day, including, but not limited to, laundry, music, and appliances.
- B. Construction Hours:
 - 8 a.m. until 6 p.m. Monday through Friday.
 - 9 a.m. until 5 p.m. Saturdays.
 - No construction is permitted on Sundays or national holidays.
- C. Residents are asked to be courteous to neighbors. Disturbing your neighbor(s) can result in the police being notified.
- D. Residents and guests must refrain from creating excessive noise. This includes, but is not limited to: honking horns, loud music, shouting, or loud conversations in hallways, parking lots, patios, balconies, the pool area, and all other common grounds
- F. Electronic devices, musical instruments, and power tools must be operated at a volume that does not annoy or disturb neighbors. The Board reserves the right to determine if a noise level is disruptive to the community

- G. The use of any sound-producing equipment or ornaments, such as musical instruments, audio systems, or wind chimes, is strictly prohibited in Common Areas, including balconies and the pool area.

XIII. Nuisance & Smoking

- A. Smoke or any obnoxious odors, including but not limited to trash or other rotten odors, in any hallway, patio, or balcony is prohibited, whether originating from those specific areas or emanating from a Unit, or an automobile.
- B. No vaping or smoking is allowed in any of the Common Areas.

XIV. Enforcement

- A. Violation of these rules will subject the Owner or their tenant, agent, guest, employee, or contractor, to a penalty fee/special assessment, loss of membership rights, and possible other legal consequences.
- B. Any delinquency in penalty fees or special assessments will be addressed as specified in the Association's governing documents.
- C. Report violations of the Master Deed, Bylaws, or Rules to the Property Manager or the Board of Directors. All complaints must be submitted in writing and signed by the complainant. Following an investigation, the Board will take appropriate action. While we aim to protect the complainant's identity, total anonymity cannot be guaranteed
- D. Once a violation is verified, the Board will issue a written warning to the Unit Owner (and resident, if applicable). This notice will be sent via mail, email, or hand delivery to the address on file and serves as an official first warning.
- E. The Property Manager or a Board member may address violations in person by requesting immediate corrective action. A written report of this request will then be filed and delivered as outlined in Section D. This verbal instruction serves as an official first warning
- F. If the violation is not resolved or is repeated after 7 days, a second notice will be mailed to the Unit Owner. This notice requires an immediate remedy and will include a Penalty Fee and Enforcement Assessment in accordance with the Schedule of Fees.
- G. Failure to remedy the violation within 7 days of the second warning—or any subsequent recurrence—will result in a Penalty Fee and Enforcement Assessment. All such fees are immediately due and payable to the Association in accordance with the Schedule of Fees
- H. If corrective action is not taken to remedy the violation, a separate Penalty and Enforcement Assessment shall be levied every seven days thereafter until compliance is achieved.

- I. The Board reserves the right to pursue all legal remedies to enforce the Association's governing documents. The Unit Owner shall be responsible for all resulting costs, including court costs, interest, and reasonable attorney fees.
- J. Any consent or approval given under these Rules and Regulations may be amended or repealed at any time by resolution of the Board of Directors.