

## **Westcliff Condominiums Rules and Regulations**

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

Observance of these Rules and Regulations is mandatory for every owner, resident, and renter. For the purposes of these Rules and Regulations, as well as any policies, procedures, or guidelines adopted by the Board, the terms "unit" and "apartment" shall be deemed to have the same meaning and shall be used interchangeably. Each term refers to an individually owned or occupied residential dwelling space within the condominium property.

### **I. General Rules**

- A. All city/county laws will be enforced.
- B. 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, except for the American flag, which shall be displayed in the freestanding manner. "For Sale" and "For Rent" information listed on 3 x 5 cards are permitted to be placed on the bulletin board located at the exterior of the clubhouse.
- C. 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.
- D. Unit entry doors to the building hallway shall be replaced only with metal six-panel fire rated doors. The original door knocker which provides the Unit number and a "security eye" Must be installed on the replacement door. The replacement door must be painted the same color as 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)  
All Owners are required to maintain active utility service (whether the Unit is occupied or vacant) so as to prevent incurring damage to the individual Unit or Units adjacent, above, or below. Utility service shall be defined as water and electricity service to the Unit (i.e., KUB, etc.). 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 the Unit Owner.

## II. **Occupancy**

- A. Units at Westcliff are single-family, private residences.
- B. No Unit shall be occupied by more than two persons per bedroom. The maximum number of people allowed in each Unit type is as follows:
  - One Bedroom: Two person maximum.
  - Two Bedroom: Four 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 a current mailing address and telephone number of both 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 for the purpose of (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, cut, Christmas trees are prohibited. (Fire Code Related)
- H. Each Unit shall have an operating smoke detector. (Fire Code Related)
- 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 covering visible from the exterior shall be white or off white and must be approved by the Board before the work is started.
- M. Unit Owners must hire only licensed electricians, plumbers, and heat and air conditioning 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 worker the Unit Owner hires must gain access to the roof or must shut off water to a Unit.

- O. 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 paid 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.
- 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 apply occupancy standards in a consistent manner, without regard to family status. Any exception or accommodation will be considered in compliance with fair housing obligations.

### **III. Plumbing Protocol**

- A. Toilets, drains, disposals and other water apparatus in any Unit shall not be used for any purpose other than those for which they were designed. No grease, oil, sweepings, rubbish, rags, personal items or articles shall be put in any plumbing fixture. Unit Owners shall be liable for any damage caused to their Unit, the Common Element or other Units resulting from violation of this rule. (See Plumbing Protocol)
- B. Unit Owners must follow the Plumbing Protocol. Violation of the Plumbing Protocol provisions regarding the required posting of signs giving owners advance notice of a water shut off will result in a fine and the cost of plumbing repair to be charged to the Unit.
- C. Unit Owners must obtain written permission from management prior to 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 or 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. Photos of approved replacement doors

can be provided by the Board of Directors. Glass without tint or protective coating must be used.

- B. Balcony and patio light fixtures shall be replaced only with one (1) 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 which has been allocated to the Unit in a clean and orderly condition, and shall not sweep or throw any liquids, dirt or debris, including, but not limited to cigarette, cans, and/or paper, from the doors, patios, or balconies of any Unit.
- D. Nothing including, but not limited to, towels, rugs, sheets, clothing, and plants shall be hung from, on, or over balcony railings.
- 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 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 covering on balcony or patio floors including, but not limited to, rug, carpet, and wood, is prohibited except for small doormats and/or outdoor rugs.
- L. The placement or use of exterior decorative lighting, including but not limited to string lighting of any kind, is prohibited on balconies or patios, with the following exception for Christmas holidays:
  - Miniature Christmas string lights may be displayed starting the day after Thanksgiving and ending January 2.
  - The lights must be taken down and removed no later than January 3.
  - All lights must be confined to the individual's own balcony or patio and may only be lighted when occupants of the Unit are present.
  - 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 safe condition.
  - Only miniature Christmas string lights are permitted.
  - Spot lights, flood lights, strobe lights, etc., are prohibited.

- All lighting must be turned off no later than 11 p.m. each night.
- The Unit Owner shall be responsible for any damage or injury caused by their use of the lights.

M. 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, etc. Outside curtains not permitted.
- D. Stairwells and halls must be clear of obstruction. Nothing is to be stored in stairwell and halls.
- E. Garbage must be disposed of promptly and properly using either the garbage chutes or taking larger items to the dumpster outside the building.
- F. Unit owners are responsible for any damage caused by residents or their guest(s).
- 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, except for areas designated for bicycle storage by the Board. Contact Property management for information on designated bicycle storage areas.
- C. Gas, charcoal grills and outdoor deep-fat cookers of any kind are prohibited. Electric grills may be used. Open fires of any kind are prohibited, except for candles, which must be attended at all times. (Fire Code Related)
- D. No portion of the exterior of any building or the grounds, including the ground between balconies or patios assigned to one Unit (General Common Elements) shall be decorated, planted, or furnished in any manner by any Unit Owner.
- E. However, the Board may grant approval to Unit Owners to furnish, plant or use the areas outside the Limited Common Elements.
  - All such requests shall be in writing to the Board, and shall include a complete description of the proposed use, planting and/or furnishing.

- 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.
- The Board shall respond in writing to any request and may place conditions on any approval.
- The Board has the right to revoke approval at any time.

F. The Board may grant approval to a 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.

- Prior to 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.
- 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.
- If approval is granted, all such activity on the General Common Element must be limited to the hours of 9:00 a.m. and 4:00 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 prior to leaving each day.
- The Board may place conditions on any approval.
- 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. In 1992, the Master Deed was amended by a vote of the owners to include a broad prohibition relating to animals including, specifically, 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 on the basis of disability and will evaluate all accommodation request 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. Each unit owner is responsible for informing guests they are to park in one of the unnumbered spaces.
- B. All parked vehicles must have current registration; and if not may be subject to towing.
- C. No boats, trailer, RV's, construction equipment/vehicles (except Westcliff projects) may be parked on site. Off-site parking only.
- D. Yellow-striped areas are "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 an obviously inoperable condition.
- G. Each Apartment Owner must complete a vehicle registration form with the Association and affix the parking sticker to inside lower left windshield and park in the assigned unit numbered space.
- H. Never park in another Owner's space; this is to be available to the Owner at all times.
- 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. The parking, keeping or storage of boats, recreational vehicles, travel trailers, hauling trailers of any kind, and commercial vehicles rated larger than one ton, on the property is prohibited, with the following exception: Commercial vehicles rated larger than one ton and hauling trailers are permitted while actively engaged in performing work at the complex or serving the complex.
- L. No one shall wash cars or any other vehicle on the Condominium
- M. Each Unit is allowed to have one vehicle parked on the Property per the number of bedrooms, with Studios allotted one. Additional parking spaces may be available for a fee.

## **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 lease agreement must be provided for Board approval before the lease can be executed.

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, tennis court, clubhouse, and laundry room.

## **X. Swimming Pool**

- A. Pool hours are 9:00 a.m. until 9:00 p.m.
- B. Children under 14 must be accompanied by an adult.
- C. Gates are to be kept locked at all times.
- D. Access to and use of the swimming pool and tennis court 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 permitted.
  - Resident must be present with the guest(s).
  - Residents responsible for guests' behavior.
- G. No glass in or around 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 pool or deck is permitted.
- L. Remove all personal articles when leaving the pool or deck areas.
- M. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area.
- N. Residents and their guests are responsible for placing trash in the proper receptacles located throughout the pool area.
- O. Close umbrellas after use.
- P. Pool closed during thunderstorm.
- Q. No wet swimsuits in halls, elevators, stairwells.
- R. Sunbathing is limited to the pool area.
- S. 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 garage chute.
- 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.
- E. 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.
- F. 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. (See the "Owner Information Handbook: for listing of community facilities that accept discarded items.)
- G. Contaminated Material, Medical Refuse are not permitted under any circumstances in the trash chute(s), trash room(s), or dumpster. Such disposal must be arranged with an independent collection company.
- H. Any damage caused by violation of this trash policy, in addition to possible fine, shall be the responsibility of the Unit Owner as to the clean up thereof and any costs incurred.

#### **XIV. Noise Control**

- A. General Quiet Hours are from 10 p.m. to 6 a.m. every day.
- B. Construction Hours:
  - 8 a.m. until 6 p.m. Monday through Friday.
  - 9 a.m. until 5 p.m. Saturdays.
  - Sundays and National Holidays no construction is permitted.
- C. Residents are asked to be courteous of neighbors. Disturbing your neighbor(s) can result in the police being notified.
- D. All persons must refrain from producing obnoxious noises including, but not limited to, blowing car horns, loud car radios, shouting, yelling, speaking in loud voices in hallways, parking lots, on patios and balconies, at the swimming pool, tennis court and on the grounds of the Property.
- E. Objectionable noises also include sound from radios, television, phonographs, sound amplifiers, musical instruments, CD players, electronic games, and power tools. All such devices must be turned down or played at a level of sound that does not annoy or interfere with other Unit Owners or their guests.
- F. All sound producing devices and ornaments, including but not limited to musical instruments, CD players, television, radios, phonographs, and wind chimes, are prohibited on balconies and patios, at the pool and tennis court, and in other Common Areas.

#### **XV. 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, General or Limited.

## **XVI. Enforcement**

- A. Violation of these rules will subject the Apartment Owner or their agent, invitee, guest, employee, or contractor, to a penalty fee/special assessment, loss of membership rights, and possible other legal consequences.
- B. Delinquent payments with regard to maintenance fees and/or special assessments will be addressed as set forth in the corresponding governing documents.
- C. Individual complaints with regard to violation(s) of the Master Deed, Bylaws, and/or Rules & Regulations may be registered with either the Property Manager or the Board of Directors. The Complainant must be willing to write up a description of the violation and sign it. Upon investigation and verification, when possible, appropriate action will be taken and if safe to do so the complainant will remain anonymous. Anonymity cannot always be guaranteed.
- D. If the report of violation is accurate, written notice will be sent to the Unit Owner, and resident should they differ, either by regular mail, email, or hand delivered at the address on file as soon as possible. The first notice of the violation will be regarded as a first warning.
- E. Rules violations observed by the Property Manager or a member of the Board of Directors may be addressed immediately by requesting the person violating the rule to take immediate corrective action and a written report of the request will be made and delivered as in paragraph D. Said instruction shall be regarded as a first warning.
- F. If, after 7 days the violation is not cleared or is repeated, a second warning requiring immediate remedy and a Penalty Fee & Enforcement Assessment shall be sent by mail to the Unit Owner, the amount in accord with the Schedule of Fees.
- G. If, after 7 days from the second warning being sent, the violation is not remedied or is repeated, a Penalty Fee & Enforcement Assessment being levied against the Unit Owner in the amount immediately due and payable to the Association in accord with the Schedule of Fees.
- H. Every 7 days thereafter, should corrective action not be taken to remedy the violation, a separate Penalty & Enforcement Assessment shall be levied against the Unit Owner.
- I. In addition, the Board of Directors may take whatever legal means necessary to enforce the provisions of the Master Deed, Bylaws, and Rules and Regulations to collect any Penalty Fee & Enforcement Assessments levied, including any costs (whether court costs or administrative costs), interest, and legal fees incurred for such.
- 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.