

**EXCHANGE NORTH BUILDING CONDOMINIUM
RULES AND REGULATIONS
Amended and Adopted by the Exchange North Board of Directors
August 20, 2025**

A warning or a fine may be assessed against any Unit Owner who violates these Rules and Regulations or whose affiliated Family Members, Tenants, Roommates, Guests, or Visitors violate these Rules and Regulations. Unit Owners may appeal warnings and fines in writing by sending notification of such appeal to ExchangeNorthBoard@outlook.com within 30 days of the issuance date of a warning or a fine.

These Rules and Regulations have been duly established by a vote of the **EXCHANGE NORTH BUILDING ASSOCIATION** (the "**Association**"), pursuant to the Bylaws of the Association. These Rules and Regulations are in addition to and not in limitation of the restrictions set forth in the Master Deed. Any reference to "Unit Owner" is to include Residents as well and may only be changed in accordance with the Master Deed & Bylaws of the Association.

DEFINITIONS

- 1) **Unit Owner** – a person listed on the title, deed, or mortgage of a unit.
- 2) **Resident** – a person living in a unit on a permanent or long-term basis. A resident can be a Unit Owner, a Guest, a Tenant, or a Roommate.
- 3) **Tenant** – a person living in a unit on a full-time basis under the terms of an approved lease; an Immediate Family Member living in a unit on a full-time basis with an approved lease.
- 4) **Roommate** – a person with whom a Unit Owner, Resident, or Tenant shares a unit on a full-time and long-term basis. A Roommate cannot be considered a Unit Owner or Tenant.
- 5) **Guest** – a person - attended or unattended - associated with a Unit Owner, Resident, or Tenant residing overnight in a unit on a short-term basis less than or equal to 7 consecutive nights in duration.
- 6) **Visitor** – a person associated with a Unit Owner, Resident, Tenant, Roommate, or Guest not residing overnight in a unit.
- 7) **Contractor** - A visitor who agrees to perform defined work under the terms of a contract or other agreement.
- 8) **Immediate Family Member** - as defined by TN Code § 45-13-105 (2019), a spouse, child, sibling, parent, grandparent, or grandchild of a Unit Owner. This includes stepparents, stepchildren, stepsiblings, and adoptive relationships of a Unit Owner.
- 9) **Family Member** – an Immediate Family Member of a Unit Owner, Resident, or Tenant plus aunts, uncles, and cousins.
- 10) **Member or Association Member** – a Unit Owner or Owner in good standing with the Association. Good standing means that a Unit Owner has no delinquent HOA dues, fines, water bills, or other fees.
- 11) **Quiet Hours** – the timeframe between the hours of 10:00 PM and 8:00 AM on weekdays and 11:00 PM and 8:00 AM on the weekends.
- 12) **Common Elements** – all areas outside the units and within the grounds of the building including pool, pool area, firepit, grill, clubhouse, fitness center, restroom, pet spa, and former leasing office.

- 13) **Smoking** - inhaling, burning, carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes using an electronic smoking device, such as an e-cigarette or vapor pen.

* Any person at the Exchange North Building Condominium may fall under one or more definitions.

Article I. GENERAL RULES

1. Passageways. The sidewalks, entrances, and passageways must not be intentionally obstructed or purposefully encumbered or used for any purpose which denies ingress and egress to and from the units.

2. Disposing of Garbage and Refuse. All refuse shall be deposited into and disposed of in tied, closed bags in the dumpsters provided. No garbage is to be placed outside of the dumpster or dumpster fence, or on any hallway, common element, balcony, patio, or terrace at any time. Cardboard boxes are to be broken down before being placed in the dumpster. Bulk items such as furniture, furnishings, electronics, mattresses, etc. are not to be placed in or around the dumpsters. Bulk items must be hauled offsite.

3. Cleanliness and Safety in Common Elements. Following usage of the Common Elements, leave area in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No articles (e.g., beer cans or bottles, trash, etc.) shall be left on the Common Elements. No Unit Owner shall allow anything whatsoever to fall from the balconies, windows, or doors adjacent to the unit, nor shall the Unit Owner or Unit Owner's Family Member, Tenant, Roommate, Guest, or Visitor sweep or throw from the Unit any dirt or other substance into any space outside the unit boundaries. No Unit Owner or Unit Owner's Family Member, Tenant, Roommate, Guest, or Visitor shall permit or make any use of a unit or the Common Elements which shall increase the cost of insurance upon the property. Fire exits shall not be obstructed in any manner.

4. Nuisances. No Unit Owner shall make or permit any disturbing uses or nuisances, either by the Unit Owner or by Unit Owner's Family Member, Tenant, Roommate, Guest, or Visitor. To ensure the comfort of all Residents, radios, audio devices, musical instruments, computers, and television sets should be turned down to minimum volume during Quiet Hours. All other unnecessary noises between these hours should be avoided. Regardless of the time of day, all Unit Owners, Family Members, Tenants, Roommates, Guests, or Visitors shall avoid creating unnecessary noise and disturbance. Any nuisance or disturbance may be reported to the Management Company or to the Board. Each individual instance of nuisance is subject to a fine after an initial warning. For purposes of this rule, a nuisance shall be defined as, any activity which creates a substantial interference with another Resident's right to use and enjoy their home, which may be intentional, negligent, or ultrahazardous in origin, and must be a result of offender's activity or neglect. The Board shall use its discretion to determine if an activity is a nuisance.

5. Recreational Facilities. All Recreational Facilities (pool, fitness center, clubhouse, pet spa, fire pit, grill) are for the exclusive use of the Unit Owners, Tenants, and Roommates. Family Members, Guests, and Visitors must always be accompanied by a Unit Owner, Tenant or Roommate unless in a Guest Stay as defined in Article II.5.

6. Solicitation. There shall be no solicitation by any person anywhere on the property for any cause, charity, or any purpose whatever unless specifically authorized in writing by the Board.

7. Parking. The Unit Owners, Tenants, Roommates, Family Members, Guests, and Visitors will obey the parking restrictions set forth in the Master Deed, all parking regulations posted in the parking areas and drives of the Development, and any other traffic regulations promulgated in the future. No major repair or maintenance that requires more than 24 hours to complete is permitted on any motorized vehicle in the parking areas. Oil and other chemical spill cleanup are the responsibility of the Unit Owner. Parking boats, recreational vehicles, non-drivable vehicles, and trailers in parking lots is

expressly prohibited. Any vehicle parked must fit within the width boundaries of a single marked parking space. No parking is allowed in any unmarked area of the parking lot.

8. Satellite Dishes and Antennae. No satellite dishes or radio, telephone (including cellular), or telecommunications antennae, receivers, aerials, or other similar devices shall be attached to or installed on any portion of the property. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any unit.

9. Pets. No pets shall be kept or maintained for commercial purposes or breeding. Only dogs, cats, birds, and fish are permitted, and no more than three (3) such pets (fish excepted) may be kept in any one unit. Aquariums for fish may not exceed 30 gallons. If three pets are housed within a unit, only two of the three pets can be of the same species. Pets shall not be allowed on any part of the Common Elements while unattended. Pets shall not be allowed upon the Common Elements of the property unless they are carried or on a leash. Pets shall not be allowed on any of the Common Elements inside the Building except for purposes of ingress and egress as discussed herein. Pets shall be taken to the designated areas out of the way of pedestrian traffic to attend to their natural needs. Pet owners and/or the Unit Owner allowing the pet access to the property are responsible for cleaning where pets foul the Common Elements. Such fouling shall not be permitted to accumulate and shall be cleaned up immediately. The Board shall have the right to order any person whose pet is determined by the Board to be a nuisance or aggressive, to remove such pet permanently from the property upon thirty (30) days prior written notice. Pets of any Guest or Visitor are subject to all rules applicable to pets. Nuisance noise violations resulting from any pet owned by a Resident, Guest, or Visitor may be subject to a fine issued to the Unit Owner after an initial warning. Unit Owners of Family Members, Tenants, Roommates, Guests, and Visitors allowing their pets to attend to their natural needs outside of the designated areas may be subject to a fine after an initial warning. Any Resident may report a violation of any rule regarding pets to the Management Company or the Board for resolution.

10. Balconies. Only securely fastened shade umbrellas, plants, and furniture manufactured specifically for outdoor use are permitted on the balconies (inside the guard rails), patios, and terraces. Grills and bicycles are expressly prohibited on balconies, patios, and terraces.

11. Insurance. Each Unit Owner is responsible to maintain insurance as outlined in the Master Deed. If the unit is leased the Unit Owner is advised to require his or her lessee to obtain liability insurance and renter's insurance for personal property.

12. Access Codes and FOBs. Unit Owners, Tenants, and Roommates are strictly prohibited from sharing access codes, individual or otherwise, to anyone except spouses and domestic partners. Compromised access codes will be disabled, and a new access code will be issued. Each Unit Owner will be issued exactly two (2) keychain FOBs. Unit Owners, Tenants, and Roommates must report lost FOBs immediately to the Board and Management Company. Unit Owners will be charged a \$25 replacement fee for each lost replacement FOB. Malfunctioning FOBs will not incur a replacement fee. Building entry security protocols may not be bypassed by doors being left propped open while unattended. Unit Owners, Tenants, Roommates, Guests, and Visitors may not cover any camera lens when entering the building.

13. Signs. No unapproved signs or advertisements shall be placed or hung in any Common Elements with exception of a designated common bulletin board, on the outside walls of units, from balconies or in locations within units that may be visible from the Common Elements.

14. Personal Items. Personal items are not to be left in any of the Common Elements unless approved in advance by the Board.

15. Curtain and Window Treatments. All curtains, blinds, or other window treatments visible from the exterior of the home are required to be white or have white / silver backing.

16. Transfer Fee. A Property Management "Transfer Fee" of \$250 or as determined by the Board is to be collected from the buyer on the purchase of a Unit and is retained by the Property Management

Company. An Association "Transfer Fee" of \$175 or as determined by the Board is to be collected from the buyer on the purchase of a Unit and will be deposited to either the Association Reserve Fund or the Association Operating Fund at the Board's discretion. A "Capital Contribution Fee" equivalent to two (2) months of Association dues or as determined by the Board is to be collected from the buyer on the purchase of a Unit and will be deposited to either the Association Reserve Fund or the Association Operating Fund at the Board's discretion.

17. Restrictions on Roommates. Studio (loft) units and 1-bedroom units are allowed 1 Roommate maximum. 2-bedroom units are allowed up to 2 Roommates. Roommates must be registered with the Property Management Company and will be issued their own Personal Access Codes. Unit Owner will ensure that all Roommates receive and acknowledge receipt of the governing documents including the Exchange North Declaration, Bylaws, and Rules & Regulations. A Unit Owner is responsible for the actions and behaviors of Roommates.

18. Association-Provided Wi-Fi Network. Wireless internet access is provided by the Association for courtesy and convenience use in the designated Common Elements only. The Association Wi-Fi network is not intended to replace or augment a Unit's individual internet service. Full-time wireless connections to the Association's Wi-Fi network or connections consuming excessively large internet bandwidth are not allowed by any individual or Unit.

19. Move In and Move Out Fees.

- a. **Move In Fee.** A \$250 fee, or other fee amount established by the Board, will be assessed to a new Unit Owner upon the purchase of a unit or, if leased, will be assessed to a Unit Owner upon a new Tenant residing in a unit.
- b. **Move Out Fee.** A \$250 fee, or other fee amount established by the Board, will be assessed to a Unit Owner upon sale of a Unit or, if leased, upon a Tenant vacating a unit.

20. Smoking. The Exchange North is a smoke-free property as defined by the Fourth Amendment to the Declaration. No smoking of any kind is permitted on the property including but not limited to, within the units, and upon any Common Elements and Limited Common Elements on the property.

Article II. LEASING OF UNITS

The leasing of any unit is prohibited except as expressly set forth in the Master Deed, these Rules and Regulations, and Amendment 3 to the Declaration of Exchange North Building Condominium that restricts the number of units that can be leased to no more than 15% of the total units. "Leasing," for purposes of these Rules and Regulations, is defined as single-family residential use of a unit by any person (not an entity) other than the Unit Owner, for which the Unit Owner receives any consideration or benefit, including, but not limited to a monetary fee, service, or gratuity. For purposes hereof, occupancy by a Roommate of a Unit Owner who also co-occupies the unit on a full-time and long-term basis shall not constitute "Leasing."

1. Lease Permits. A Unit Owner who desires to lease his or her unit must first obtain a valid lease permit from the Board of Directors. If no lease permits are available, a Unit Owner may add his or her name to the Lease Permit Wait List by contacting the Board or Property Manager. If a lease permit becomes available, the first name on the Lease Permit Wait List will be offered the available lease permit. Unit Owners on the wait list who are not in good standing with the Association will be skipped over until such time that they are in good standing with the Association.

2. Short-Term Rentals / Subleases. The North building will not allow short-term rentals or subleases and requires a one-year lease (no multi-year leases allowed) and a leasing permit from the HOA. Unless excepted by Tennessee law or with the preapproval of the Board, Unit Owners who allow a Tenant to terminate a lease before the one-year anniversary of the lease ("broken lease") may not re-lease the unit until the one-year anniversary of the broken lease has passed unless with HOA approval.

3. Registration with Management Company. Any Unit Owner leasing his or her unit shall register with the Management Company. In addition to any other information reasonably required by the Management Company, such Unit Owner shall provide the name(s) and contact information for the approved lessee(s). Unit Owner will ensure that all Tenants receive and acknowledge receipt of the governing documents including the Exchange North Declaration, Bylaws, and Rules & Regulations.

4. Qualified Leases. All leases must be approved by the Management Company and Board at **least 10 days prior to lease execution**. The exclusive criteria applied in approval of a lease by the Management Company and Board shall be the lease's compliance with the Master Deed, Bylaws, and these Rules and Regulations. Tenant(s) named in the lease must reside in the unit on a full-time basis.

5. Familial Leases. No more than twelve (12) units may be leased to an Immediate Family Member of the Unit Owner(s) as listed on the deed, title, or mortgage. Immediate Family Member is defined by TN Code § 45-13-105 (2019). Familial leases shall not count towards the maximum number of allowed leases as set forth by the Third Amendment to the Declaration of the Exchange North Building Condominium. In addition to any other information reasonably requested by the Management Company or Board of Directors, Unit Owner shall provide the name(s) and contact information for the lessee(s). Unless otherwise directed by the Board, familial leases must follow the same guidelines as Article II subsections 1. – 3. The Board reserves the right to request verification of deed, title, mortgage, or familial relationship at any time, and must be provided within 7 days. Criteria for approval of a familial lease permit:

- The family member must be an immediate family member of the legal owner or owners of the unit (those named on the title or deed).
- Proof of familial relationship must be presented.
- The immediate family member must be over the age of 25.
- The familial tenant must provide signed authorization for a criminal background check to be conducted.
- Familial tenant must sign and return a governing documents acknowledgment form.
- A 1-year, non-terminatable written lease agreement must be put in place between the owner and the familial tenant.

6. Guest Stays. A Unit Owner or Tenant may have an unaccompanied Guests stay in the unit a maximum of 7 consecutive days and nights and a cumulative total of 28 days and nights during a calendar year unless an exception is granted by the Board. The Unit Owner or Tenant may not receive any consideration or benefit for Guest stays including, but not limited to a monetary fee, service, or gratuity. Receiving any consideration whatsoever for a Guest stay qualifies as a Short-Term Rental (STR) and is strictly prohibited at the Exchange North. Unit Owners, Tenants, and Roommates must notify the Board and the Management Company in advance of any Guest stay of more than 7 consecutive days or more. The Board may request identifying information for any Guest stay.

7. Lease Unit. When a Lease Permit of any type is issued to a Unit Owner, the unit transitions from a personal residence to a lease unit. Unit Owners forfeit the right to use their unit for personal purposes while holding a valid Lease Permit. If Unit Owner or any Guest of the Unit Owner chooses to reside in the lease unit for any period of time while holding a valid Lease Permit, the Lease Permit can be automatically revoked.

Article III. CONSTRUCTION, ALTERATIONS, ADDITIONS

1. Contractor Registration Required. All Unit Owners must notify the Management Company representative before Contractors are to begin any construction projects. Contractors cannot use the trash containers / dumpsters and must arrange to haul their trash off site. Any violations of this provision may result in a fine to the Unit Owner who engaged the contractor. Vendors, contractors, and sub-contractors performing the work in units must be licensed, bonded, and insured with a Certificate of Insurance

(COI) provided to the Board via the Management Company naming the Exchange North Building Condominium. Contractor insurance must specifically include coverage for multi-unit residences (e.g., condominiums, apartments). All contractors must follow the construction procedures below.

2. Procedure. The following requirements must be met prior to performing construction, alterations, or additions to the **exterior** of any owner's unit. The following actions must be taken to obtain approval from the Board:

- a) Written submission of the work submitted to the Board via the Management Company.
- b) The work must be performed by a licensed, bonded, and insured contractor.
- c) Required city permits must be obtained and approved with a copy of the permit provided to the Management Company.
- d) Copies of proper permits, licenses, and insurance certificates with plans and specifications must be provided to the Board via the Management Company before commencing the work.
- e) Once the work is complete, the Unit Owner is responsible for providing the Management Company with a copy of the unit's certificate of occupancy.
- f) Following approval, work can be performed in the owner's unit only Monday through Friday 8:00am - 6:00pm
- g) Bedroom flooring is required to be maintained as carpet except for the first-floor units.

Article IV. USE OF COMMON ELEMENTS

1. Pool. The pool and the area inside the fence around the pool may not be reserved for private parties. All regulations required by the Health Department must be observed.

- a) The pool is for the exclusive use of Unit Owners, Tenants, Roommates, and their Guests and Visitors. Residents are required to be present with Guests (Guest Stays excepted) and Visitors. Unit Owners are responsible for the actions of their Family Members, Tenants, Roommates, Guests, and Visitors. No more than three (3) Guests or Visitors are allowed at any one time by any resident.
- b) As with all Common Elements, Unit Owners not in good standing with the Association can be denied use of the pool.
- c) Pool, Fitness Center, Clubhouse, and Pet Spa hours are from 6 AM to 10 PM during the weekdays, and 6 AM to 11 PM on weekends unless otherwise posted.
- d) Children under the age of 13 must be accompanied by an adult at least 18 years of age. No person under the age of 18 shall be permitted to entertain Guests or Visitors in the pool area unless supervised by an adult at least 18 years of age.
- e) Glass, breakable objects, food, and chewing gum are not permitted in the pool area. Food is strictly prohibited poolside by the Health Department. Violations of this ordinance could result in the closing of the pool. If a Unit Owner, Resident, Tenant, Roommate, Guest, or Visitor is caught with glass in the pool area, the Unit Owner may be subject to an immediate fine.
- f) No smoking or vaping is allowed inside the fence surrounding the pool or on the Exchange North property.
- g) Music at the pool may not be so loud as to be clearly heard at the building, on terraces or balconies or at the main entrance. The exception to this is the live music special events or Board sanctioned events.
- h) All swimmers will be required to wear regular type swimwear manufactured for that purpose. No cut-off jeans or tattered shirts will be permitted as these items can cause damage to the filtration systems.
- i) Any person having any skin disease, sore, inflamed eyes, nasal or ear discharges or any contagious disease **must** refrain from using the pool.
- j) No running on the pool deck, rough play, "rocking" the pool or any other inappropriate behavior.
- k) No articles other than normal inflatable or Styrofoam type pool articles are permitted in the pool. Users of the pool area are responsible for the removal of all personal articles brought by them, including

towels, books, sunscreen, bottles, etc., at the time they leave the area.

l) Trash receptacles are provided and shall be used by all Unit Owners, Tenants, Roommates, Guests, and Visitors in the pool area.

m) Swimmers must dry off completely before entering the building. Due to fall risks, bare feet are not permitted inside the building on the first-floor common areas.

n) Pets, other than registered guide animals, are not permitted in the pool area.

o) There shall be no excessive yelling in the pool area by adults or children.

p) Safety equipment is for emergency use only.

q) Furniture provided by the Association shall not be removed from the vicinity of the pool area. Deck loungers are for sitting or lying, not jumping or standing on and water loungers must remain in shallow end of pool.

r) Swim at your own risk. Swimming alone is not recommended.

s) Handicap chair is not to be occupied or operated by anyone other than a person with a qualifying disability. Safety equipment is for emergency use only.

2. Grill. The grill may not be reserved for the exclusive use of any Unit Owners, Tenants, Roommates and their Guests and Visitors. The grill shall be left in a clean condition with the burners in the off position following use.

3. All Common Elements. There shall be no smoking or vaping allowed in all Common Elements or on the Exchange North property.

Article V. OTHER RULES, EMAIL AND TEXT POLICY, AND ENFORCEMENT

1. Other Rules and Regulations. The Association reserves the right to declare other reasonable Rules and Regulations as may be deemed necessary for the safety, security, care, and cleanliness of the property and securing the comfort and convenience of Unit Owners, Family Members, Tenants, Roommates, Guests, and Visitors.

2. Email and Text Policy. Association records gathered by Property Management and the Board, electronic or otherwise including Association email addresses and phone numbers are considered confidential, Privileged Information (PI) and are for the exclusive use of the Board and Property Management. Unit Owners and other Residents may not use all or part of the PI as part of any mass communication. To send a mass communication via text or email, Unit Owners and other Residents must explicitly request and receive positive confirmation from Unit Owners and Residents (i.e., "opt-in") to be included in any mass communication. Any mass communication must include an "opt-out" function allowing recipients to inform the sender that they no longer wish to be included in further communications from the sender. For purposes of Rules & Regulations, a mass communication is any message with five (5) or more Unit Owners and Residents as recipients. Mass email messages may not use the blind copy (.bcc) function. All recipients must be clearly visible in the To: field. The Board or Property Management may request verification of the "opt-in" confirmations and "opt-out" requests at any time. This restriction does not apply to the Board and Property Management Company.

Any electronic communication between Unit Owners, Residents, the Board, and Property Management must not include foul language, personal attacks, wanton rants, or threats of aggressive behavior, all of which may be considered harassment.

3. Enforcement of Rules and Regulations. The Association is responsible for the notification to Unit Owners regarding violations of these Rules and Regulations. A fine may be assessed against any Unit Owner who violates these Rules or allows these Rules and Regulations to be violated by Family Members, Tenants, Roommates, Guests, or Visitors. Any Resident may report a violation of any rule to the Management Company or Board for resolution. Fines may be assessed to cover the costs of repairs and damage resulting from any violation. **See Exhibit A Schedule of Fines.** All charges and fines

imposed by the Association are due and payable on the first (1st) day of each month unless otherwise specified. Failure to pay fines by the fifteenth (15th) of each month will result in a \$50.00 late penalty per month. Payment shall be made to the Management Company by check or money order payable to "Exchange at Cameron Harbor North HOA". Failure to pay any fine or assessment shall constitute a lien against the unit of the violating Unit Owner. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and other costs arising from legal action in connection herewith.

Exchange Fitness Center Rules

- Fitness Center Hours:
Sun – Thu 6:00am – 10:00pm
Fri – Sat 6:00am – 11:00pm
- The Fitness Center is for the exclusive use of owners, residents, and guests of the Exchange at Cameron Harbor.
- Use facility and equipment at your own risk. Consult your physician prior to engaging in physical exercise.
- Not responsible for accidents or injuries. Not responsible for lost, stolen, or damaged personal items.
- The Fitness Center is monitored by a continuous video surveillance system.
- Children under the age of 13 are not permitted in the Fitness Center at any time.
- Children 13 – 17 must be accompanied and supervised by a parent or adult guardian.
- No pets are allowed in the Fitness Center.
- Due to close proximity of residences, noise must be kept to a minimum.
- Use the equipment only for its intended purpose.
- Do not drop free weights or dumbbells.
- Proper exercise clothing required. Shirts and shoes must be worn at all times. No open-toed shoes allowed.
- Be courteous and respectful to others.
- Wipe down equipment after use.
- Return equipment to its original location after use.
- Report malfunctioning or damaged equipment to Property Management. DO NOT USE.
- Equipment is to remain in the Fitness Center at all times.
- When leaving, please turn off televisions, overhead lights, and fans. Close and lock windows if opened.

For Emergencies Call 911

POOL RULES

SUN-THU 6AM - 10PM
FRI-SAT 6AM - 11PM

THE POOL AREA IS VIDEO RECORDED 24 X 7

- NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK
- CHILDREN UNDER THE AGE OF 14 MUST BE ACCOMPANIED BY AN ADULT 18 YEARS OR OLDER
- NOT RESPONSIBLE FOR ANY INJURY OR ACCIDENT
- POOL AND POOL AREA MUST BE VACATED WHEN THUNDERING OR LIGHTNING
- SWIMMING ALONE IS NOT RECOMMENDED
- NOISE, INCLUDING MUSIC AND VOICES, MUST BE KEPT TO A REASONABLE LEVEL
- RUNNING, JUMPING, DIVING, HORSE/ROUGH PLAY OR OTHER INAPPROPRIATE BEHAVIOR IS NOT PERMITTED
- NO SPITTING OR OTHER BODILY FLUIDS IN POOL OR POOL AREA
- PERSONS WITH CUTS, OPEN SORES, SKIN DISEASES, OR COMMUNICABLE DISEASES ARE NOT ALLOWED TO ENTER POOL
- CHILDREN NOT FULLY POTTY-TRAINED MUST WEAR SWIM DIAPERS AT ALL TIMES
- ALL SWIMMERS ARE REQUIRED TO WEAR SWIMWEAR; NO CUT-OFFS ALLOWED
- SMOKING OR VAPING INSIDE POOL FENCE AREA IS NOT PERMITTED
- NO FOOD IS ALLOWED AROUND POOL EDGE OR IN POOL
- NO GLASS CONTAINERS, BREAKABLE OBJECTS OR CHEWING GUM IS ALLOWED
- NO PETS ALLOWED WITH THE EXCEPTION OF REGISTERED GUIDE ANIMALS
- DECK LOUNGERS ARE FOR SITTING OR LAYING, NOT JUMPING OR STANDING ON
- WATER LOUNGERS MUST REMAIN IN SHALLOW END OF POOL
- ALL TRASH MUST BE PLACED IN TRASH RECEPTACLES
- HANDICAP EQUIPMENT IS FOR DISABLED PERSONS USE ONLY
- SAFETY EQUIPMENT IS FOR EMERGENCY USE ONLY
- SWIMMERS MUST DRY OFF BEFORE ENTERING THE BUILDING
- NORTH BUILDING GUESTS MUST BE ACCOMPANIED BY AN OWNER OR RESIDENT
- EACH UNIT MAY HAVE NO MORE THAN 3 GUESTS AT ANY TIME
- OWNERS/RESIDENTS ARE RESPONSIBLE FOR ACTIONS/BEHAVIORS OF THEIR GUESTS
- BE RESPECTFUL TO OTHERS AT ALL TIMES
- NOT RESPONSIBLE FOR LOST, STOLEN, OR DAMAGED ITEMS
- A PERSON VIOLATING RULES MAY BE ASKED TO LEAVE AND WILL BE REPORTED.

A MINIMUM \$100 FINE CAN BE ASSESSED AGAINST ANY RESIDENT/OWNER WHO VIOLATES OR ALLOWS GUESTS TO VIOLATE THESE RULES

**IN THE EVENT OF AN EMERGENCY: DIAL 911
DIRECT TO THE EXCHANGE 782 RIVERFRONT PARKWAY, CHATTANOOGA, TN 37402**

**** Upon a first violation, the Exchange North Board of Directors, at its discretion may issue a warning letter, assess an appropriate fine, or both.**

ADDENDUM A SCHEDULE OF FINES

** Upon a first violation, the Exchange North Board of Directors, at its discretion may issue a warning letter, assess an appropriate fine, or both.							
Exchange North Homeowners Association - Schedule of Violations and Fines							05/31/24
Violation Fine Tier	Violation Description	Duration Until Repeat	Initial Violation	Second Violation	Third Violation	Fourth and Subsequent Violations	Notes
A	Damage to pool furniture or equipment, clubhouse furniture or equipment, fitness center equipment, common area equipment, or other Association property.	1 day	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	Plus actual cost of repairs or replacement.
A	Excessive roommates in unit.	1 month	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	
A	Familial lease not communicated in advance to Property Management and the Board. Familial lease tenant not an immediate family member.	1 month	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	
A	Harassment of owners, residents, Property Management Company, service vendors, or HOA Board of Directors.	1 day	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	May be reported to local law enforcement.
A	Leasing without a valid lease permit.	1 month	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	
A	Owners / tenants / guests engaging in disorderly conduct.	1 day	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	May be reported to local law enforcement.
A	Short-term rental.	1 week	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	
A	Smoking as defined by the Fourth Amendment to the Declaration anywhere on the Exchange North property.	1 day	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	
A	Unlawful activity (e.g. smoking marijuana, theft, assault, under age drinking, etc.).	1 day	Warning Letter and/or Fine	\$ 250	\$ 500	\$ 1,000	Will reported to local law enforcement.

ADDENDUM A SCHEDULE OF FINES

Exchange North Homeowners Association - Schedule of Violations and Fines							10/16/23
Violation Fine Tier	Violation Description	Duration Until Repeat	Initial Violation	Second Violation	Third Violation	Fourth and Subsequent Violations	Notes
B	Lease not approved by Board before lease execution.	Per incident	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Leaving common area unkept or leaving discarded items (e.g. hallways, stairwells, clubhouse, Pet Spa, elevator, public restroom, fitness center, pool, fire pit, etc.).	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Mass communication (email, text using Association Privileged Information (PI)). Mass communication does not contain an opt-out mechanism. Mass communication sent to recipients using blind copy.	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Noise nuisance.	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	Determination if a noise is a nuisance is at the discretion of the Board or Property Management.
B	Objects thrown or swept from balcony or upper floor windows.	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Parking in someone else's reserved parking spot without permission.	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	The Association reserves the right to tow any vehicle in violation at owner expense and without notification.
B	Pet not a dog, cat, bird, or fish. More than 3 pets (fish excluded) in a unit. 3 mammal pets. 3 pets of the same species. Fish tank larger than 30 gallons.	1 month	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Pets not on a leash while outside the unit.	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Pets not voiding in designated areas. Pet waste not picked up and disposed of in dedicated pet waste bin or unit trash can. Pet waste disposed of in common areas.	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Sharing personal access code. Lost FOB not reported to Property Management or Board. Entry door left propped open while unattended. Security camera or entry door camera covered to obstruct image capture.	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Sleeping areas on floors 2, 3, and 4 not carpeted.	1 month	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	
B	Any solicitation not approved in advance by the Board (e.g. fundraising, products, charitable, political, etc.).	1 day	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Unaccompanied guest staying in a unit more than 7 consecutive nights without Board approval. Unaccompanied guests staying in a unit more than 28 days per calendar year without Board approval.	Per incident	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Unauthorized, unsecured items on upper floor balconies. Grill or bicycle on balcony, patio, or terrace.	1 week	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	
B	Use of contractors in a unit without notifying Property Management and Board in advance. Contractors disposing of trash in the dumpsters. Contractor Certificate of Insurance and permits not presented to Property Management and Board.	1 week	Warning Letter and/or Fine	\$ 150	\$ 250	\$ 500	

ADDENDUM A SCHEDULE OF FINES

Exchange North Homeowners Association - Schedule of Violations and Fines							10/16/23
Violation Fine Tier	Violation Description	Duration Until Repeat	Initial Violation	Second Violation	Third Violation	Fourth and Subsequent Violations	Notes
C	Association-provided Wi-Fi used full-time or consuming excessively high bandwidth.	1 week	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	
C	Curtains or blinds not white or silver.	1 month	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	
C	Grill not cleaned after use.	1 day	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	
C	Guest and visitor not accompanied by owner, tenant, or roommate (unless in a Guest Stay) at the pool, clubhouse, pet spa, fire pit, or grill.	1 day	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	
C	Major repair of a vehicle lasting more than 72 hours.	1 day	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	The Association reserves the right to tow any vehicle in violation at owner expense and without notification.
C	Parked vehicle does not fit completely within the width boundary of a parking space. Parking in non-marked areas without Board approval.	1 day	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	The Association reserves the right to tow any vehicle in violation at owner expense and without notification.
C	Parking a boat, recreational vehicle, non-drivable vehicle, or trailer anywhere on the property.	1 week	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	The Association reserves the right to tow any vehicle in violation at owner expense and without notification.
C	Passageways obstructed or encumbered.	1 day	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	
C	Trash placed in dumpster not in a tied garbage bag. Trash placed outside the dumpster. Cardboard boxes not broken down before placing in the dumpster. Bulk items placed in the dumpster.	1 day	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	Bulk item removal cost will be assessed to the Unit Owner.
C	Unauthorized sign placed in common areas.	1 day	Warning Letter and/or Fine	\$ 50	\$ 100	\$ 150	
VARIES BY SEVERITY	Violation of all other LEASING RULES provision.	1 day	Warning Letter and/or Fine	Varies by Severity	Varies by Severity	Varies by Severity	See Leasing Rules
VARIES BY SEVERITY	Violation of any FITNESS CENTER RULES provision.	1 day	Warning Letter and/or Fine	Varies by Severity	Varies by Severity	Varies by Severity	See Fitness Center Rules
VARIES BY SEVERITY	Violation of any POOL RULES provision.	1 day	Warning Letter and/or Fine	Varies by Severity	Varies by Severity	Varies by Severity	See Pool Rules
VARIES BY SEVERITY	All other violations of published or amended Declaration, Bylaws, Rules and Regulations, Notices, and other communications	VARIES	Warning Letter and/or Fine	Varies by Severity	Varies by Severity	Varies by Severity	Enforced at the discretion of the North Association Board of Directors

Schedule of Violations and Fines Definitions

Solicitation, any form of requesting money, support or participation for products, groups, organizations or causes. These include but are not limited to: seeking funds or donations for a profit or non-profit organization, asking for signatures for a petition, and selling merchandise or services.

Harassment, under the laws of the United States, is defined as any repeated or continuing uninvited contact that serves no useful purpose beyond creating alarm, annoyance, or emotional distress; Intentionally targeting someone else with behavior that is meant to alarm, annoy, torment or terrorize.

Nuisance, any activity which creates a substantial interference with another owner's right to use and enjoy their residence, which may be intentional, negligent or ultrahazardous in origin, and must be a result of offender's activity or neglect. The HOA Board of Directors shall use its discretion to determine if an activity is a nuisance.

Pool Area, a rectangular boundary surrounding the swimming pool by the protective fence on the south, east, and west side of the pool. The north boundary is considered a straight extension of the north fence. The fire pit and grill areas are not considered part of the pool area. **Poolside** is defined as a 6-foot extension from each edge of the swimming pool.





EXCHANGE NORTH LEASE PERMIT

Unit Owner Name: _____

Unit Number: _____

Lease Permit #: _____

Issue Date: _____

Rules and Restrictions

1. Lease Permits are non-transferrable.
2. Lease Permits expire and are voided when a unit changes ownership.
3. Lease Permit is revoked if
 - a. Unit is not leased with a qualified, Board-approved lease agreement and occupied by a lessee within ninety (90) days of issue date **or**
 - b. Unit is not leased with a qualified, Board-approved lease agreement within ninety (90) days after expiration or termination of a qualified, Board-approved lease agreement **or**
 - c. Unit is listed for sale
4. While in possession of an issued Lease Permit, Owner or Guests of Owner may not occupy his/her unit at any time after the first tenancy has begun. If Owner or Guests of Owner chooses to occupy his/her unit after the first tenancy has begun, Lease Permit will be automatically revoked.
5. Lessors are required to provide a copy of the Exchange North Rules and Regulations to Lessee and Lessee must return a signed acknowledgement documenting that Tenant has received and read said Rules and Regulations prior to occupancy. Lessees are obligated to follow published Rules and Regulations. Unit Owners/Lessor are responsible for the actions of their Lessees.

Please refer to:

- DECLARATION OF EXCHANGE NORTH BUILDING CONDOMINIUM, ARTICLE IX RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY, SECTION 9.2(b)
- EXCHANGE NORTH RULES AND REGULATIONS, ARTICLE II LEASING OF UNITS
- AMENDMENT NO. 3 TO DECLARATION OF EXCHANGE NORTH BUILDING CONDOMINIUM

Unit Owner: _____

Property Management Representative: _____

Exchange North HOA Board Member: _____

EXCHANGE NORTH HOMEOWNERS ASSOCIATION
GOVERNING DOCUMENT ACKNOWLEDGMENT

I, the Landlord, acknowledge that I have provided to the Tenant the Governing Documents of the Exchange North Building Association including the Declaration, Bylaws, General Rules & Regulations, and Fitness Center Rules. Landlord is accountable for all actions of Tenant and any Roommates.

Landlord Signature _____

Date: _____

Print Name: _____

Unit Number: _____

I, the Tenant, acknowledge that I have received from the Landlord, have reviewed, and will fully comply with the Governing Documents of the Exchange North Building Association including the Declaration, Bylaws, General Rules & Regulations, and Fitness Center Rules.

Tenant Signature _____

Date: _____

Print Name: _____

Tenant Signature _____

Date: _____

Print Name: _____

Please ensure Property Management and the Board has a copy of this signed document when submitting an executed lease agreement.

Exchange North Smoke-Free Restricted Area

