

Pennington Villas Townhome Association, Inc. Rules and Regulations

dfloydassoc.com/pennington-villas

These Rules and Regulations have been reviewed and approved by the current Board of Directors will replace previous editions. Please retain a copy of these Rules and Regulations for reference. If your Townhome is rented or otherwise occupied by others, then please ensure that a copy of these Rules and Regulations is made available to your residents. Please supply a copy of these Rules and Regulations to your Realtor when listing your Townhome for sale.

PURPOSE: This document reflects the standards and policies of the Pennington Villas Townhomes (hereafter, “the Pennington Villas”). The fundamental purpose of these rules and regulations is to help ensure proper use and peaceful possession by its residents, as declared by the Master Deed.

AUTHORITY: The Master Deed & By-Laws of the Pennington Villas Townhome Association, Inc. permits the Board of Directors (hereafter, “the Board”) to promulgate such Rules and Regulations for the general benefit of the community.

GENERAL: Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board. The Board reserves the right to make other such rules and regulations from time to time as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of Homeowners and/or residents. These rules and regulations apply to all Homeowner(s), Resident(s) and/or tenant(s).

RESPONSIBILITY: Homeowners are responsible for the actions of their family members and guests, as well as their tenants and their tenants’ guests. The cost of repairing any damage caused to Common Elements by a Homeowner’s family member, guest, or tenant will be assessed against the Homeowner, and the Homeowner will be responsible for paying any fine assessed. Any costs associated with remedial actions resulting from such damage will be added to and become a part of the assessment to which such Townhome is subject and shall be a continuing lien against the Townhome, along with late fees (if any), accrued interest, and costs of collection, including reasonable attorneys’ fees and litigation costs, for which the Association may enforce as provided under the Pennington Villas Master Deed & By-Laws or by any other available remedies at law or in equity.

CODES: The Codes of the Metro Nashville and Davidson County apply to the Pennington Villas property.

GOVERNING DOCUMENTS: The Rules and Regulations are supplementary and in addition to the provisions of the Master Deed & By-Laws of Pennington Villas Townhome Association, Inc. The Board may alter, amend, or change these Rules and Regulations at

any time upon a majority vote thereof. To the extent any provision of these Rules and Regulations conflicts with the provisions of the Master Deed and/or By-Laws, the provisions of said Master Deed and/or By-Laws control.

COMMON ELEMENTS: Pennington Villas is a Planned Unit Development (PUD) that is governed by a Master Deed, By-Laws, and RULES AND REGULATIONS, sometimes referred to as “Governing Documents”. Within the Governing Documents the common elements are defined but, generally, elements that are expensed and/or maintained by the HOA are considered “common” elements, which means those items are “shared” by ALL members of the community, as they are expensed/maintained by the Association through the collection of monthly HOA dues. In general, anything outside the boundaries of an individual unit’s four walls, floor, and ceiling (apart from individual fences, porches, and/or decks) is a common element. The driveways and plantar beds of an individual unit, as well as the grounds of the Pennington Villas are all common elements as defined by Governing Documents because those areas are expensed/maintained by the Association. For further clarification, please refer to the Governing Documents.

FINES AND PENALTIES: The Association is responsible for protecting the rights and privileges of the Homeowners and for enforcing the covenants, conditions, rules, regulations, and restrictions as set forth in the Governing Documents. Any violation thereof will be addressed per occurrence in accordance with the following procedures:

Fines: Fines imposed are due and payable on the first day of each month after they are assessed, unless otherwise specified. Payment is to be made via mailed check or online in the same manner that homeowners may pay their monthly HOA fees. If a fine is not paid by the fifteenth day of the month after an assessment, then interest may accrue on the unpaid balance pursuant and/or a late fee of \$25.00 will be imposed each month until the balance is paid in full. Failure to pay any fine levied under this section constitutes a continuing lien against the Townhome, along with late fees (if any), accrued interest, and costs of collection, including reasonable attorneys’ fees and litigation costs, for which the Association may enforce as provided under the Governing Documents or by any other available remedies at law or in equity.

Notice of Violation: The Notice of Violation will specify the nature and approximate date of the violation and, if applicable, will state a *reasonable time frame* in which to determine a resolution.

Fine Policy/Violation Process: Fines may be levied per violation/ occurrence after each notice in accordance with the following schedule:

1. First Offense: Friendly Reminder / Warning
2. Second Offense: Violation Notice and \$50.00 fine.
3. Third Offense: Violation Notice and \$75.00 fine.
4. Subsequent Offenses (same violation): Violation notice and \$100.00 fine.

(NOTE: The \$25.00 late fee per month is for each assessed fine after notification.)

Appeals: Homeowners have the right to appeal any Violation notice or fine. Homeowners wishing to appeal must submit their appeal via email to PenningtonVillas@gmail.com or via mail to 104 East Park Drive, Suite 320, Brentwood, TN 37027. The Board will consider the appeal and deliver its decision to the Homeowner within thirty days of receipt of said appeal. The Board reserves the right to extend the decision period, if necessary.

Enforcement Policy: If the violation is not corrected by the Homeowner within the timeline as stated in the Notice of Violation, then the Association will assess a subsequent fine in accordance with the Fine Policy above. Additionally, the Association may (1) cause its agents and representatives to take such action necessary to remedy said violation or (2) institute legal proceedings seeking injunctive relief to abate and/or correct the violation. Any costs associated with such remedial action will be added to and become part of the assessment to which such Townhome is subject and shall be a continuing lien against the Townhome, along with late fees (if any), accrued interest, and costs of collection, including reasonable attorneys' fees and litigation costs, for which the Association may enforce as provided under the Governing Documents or by any other available remedies at law or in equity.

COMPLAINTS: Any Homeowner may submit a complaint to the Association regarding non-compliance with any covenant, condition, rule, regulation, or restriction set forth in the Governing Documents. The complaint must be made in writing and submitted through the management company's website or mailed, emailed, or faxed to the management company as provided below. The identities of all complainants will be maintained in strict confidence.

Mail: David Floyd & Associates, Inc.
104 East Park Drive, Suite 320
Brentwood, TN 37027

Fax: 615-297-9340

Email: penningtonvillas@gmail.com

GENERAL APPEARANCE: The Association has the right and the responsibility to control the visual attractiveness of the property, including the right to require removal of objects that are visible from the Common Area and that detract from the property's appearance.

Windows: Window treatments such as shades, blinds, and drapes which are visible from the front of a Townhome should be white or neutral in color and maintained in good repair and working condition. Items such as plastic bags, cardboard and tin foil are not allowed.

Exterior Light Bulbs: Lightbulbs in all exterior light fixtures should be clear in color (i.e., daylight, soft white, bright white). Colored light bulbs are permitted under the seasonal decorations rule.

Seasonal Decorations: Seasonal decorations such as wreaths, outdoor lights, etc. may be placed outside of a Townhome or on the landscape in front of a Townhome during the period not to exceed 30 days prior to the holiday. Seasonal décor must be removed no later than 14 days after the holiday. Christmas decorations are permitted from November 15 until January 15.

Flags: With the exception of the flag of the United States, all flags, banners, or pennants (such as “Class of” banners) are allowed but are limited to no more than fourteen consecutive days; however, garden flags are permitted. One small garden flag per Townhome is permitted. If a Homeowner elects to fly the flag of the United States, the Homeowner should observe all rules of flag etiquette to ensure that the flag is not wrapped around its pole or attached to gutters, etc.

Exterior: All porches, patios, decks, and fences must be kept in a clean and orderly condition. Nothing may be hung from or attached to the exterior of any Townhome. No lawn, porch, patio, window, windowsill, or entrance way may be covered without the prior written approval of the Board of Directors.

Window Air-Conditioners and Fans: No devices such as air-conditioners or fans may be installed in any window of any Townhome or installed in such a manner that causes the device to protrude through any exterior wall or window of such Townhome.

Exterior Furnishings: Front porch furnishings and décor must be in good repair and appropriately sized for the allotted space. No items other than furnishings and decorations are permitted.

Landscaping: It is the responsibility of the Association to maintain the exterior plantar beds in the front of each Townhome, as well as the ground maintenance of the common areas (grass, plantar beds, stormwater pond, etc.). Common areas are expensed and maintained through monthly HOA fees and will be cared for by ground maintenance companies to keep our property up to Metro Nashville and Davidson County Codes. During periods of replacement plantings in individual unit flower beds, Homeowners are required to water these plantings, especially during the establishment period, to prevent new plants from dying.

Windows, Doors, and Storm Doors: Windows and doors are the responsibility of the Homeowner and replacement windows, doors, storm doors must be white in color (unless “grandfathered” in prior to July 2023) and comply with existing style and materials. Repair of windows and sliding glass doors can be performed by any window contractor and must comply with the existing Pennington Villas design.

MODIFICATIONS: No modifications or changes may be made to the exterior of any Townhome including painting and the application of any brick, stucco, paneling, or other siding. Exterior modifications such as fences, decks, storm doors, are required to be reviewed and approved by the Board. Homeowners seeking to make an exterior modification to their Townhome must submit a request to the Board. No fence, structure or other improvement of any kind may be erected or begun until approval has been given by the Board. Further, the Board retains the right to remove any construction not completed in accordance with the Governing Documents. Any damage caused to a Townhome by a Homeowner-installed feature will be the financial responsibility of the Homeowner.

USE RESTRICTIONS: No Townhome may be used for any commercial business or professional purpose. Notwithstanding the foregoing, nothing in the Governing Documents should be construed as preventing a Homeowner from having a home office, provided that such use does not create regular customer or client traffic and no sign, logo, symbol, or name plate identifying such business is displayed anywhere on such Townhome.

Storage: Personal property may not be stored, temporarily or permanently, on sidewalks, streets, parking spaces, or other Common Areas. Personal property (including bicycles, toys, balls) should be stored within the Townhome or out of sight in garages or backyards.

Pods or Storage Containers: Pods or other similar moving/storage containers may only be placed in driveways or parking areas with prior permission from the Board. The Homeowner wishing to place a Pod or other storage container must submit a request in writing to the Board and the management company by email (PenningtonVillas@gmail.com) detailing the type of storage container and the requested time frame for its use. The Board will consider the request and has full discretion to determine the location and length of time that any storage container or Pod may be placed on the premises. In any event, a Pod or other similar storage container must be located so as not to interfere with traffic or emergency service vehicles.

Construction Dumpsters: Homeowners are permitted to have a dumpster in their driveway or assigned parking space for up to one week if needed for renovations or construction reasons. Homeowners wishing to have a dumpster for a period longer than one week must request approval prior to having the dumpster delivered.

Nuisances: No nuisance, noxious or offensive activity is permitted on the premises. Homeowners must take care not to cause or permit any noise, music, or unusual or objectionable odor to emanate from their Townhomes. No exterior speakers, horns, whistles, bells, or other sound devices may be located, used, or placed on any Townhome. All radios, televisions, stereos, musical instruments, etc., should be played at, or set to, a sound level that does not unreasonably

interfere with another Homeowners peaceful existence. These noise restrictions also extend to automobile radios or stereos on the property. Any noise that is unreasonably loud or disturbs other residents between the hours of 10:00 p.m. and 8:00 a.m. is a nuisance subject to action by the Board.

Signs: One sign of customary and reasonable dimensions advertising a Townhome for Sale, may be posted in the front window of a Townhome, but must be removed after the closing of escrow. One additional Open House sign may be added on the day the Townhome is being held open and available for viewing and an Open House sign may also be placed at the entrance to the property, but these signs must be removed within two hours of the conclusion of the event. No sign advertising an upcoming Open House is allowed. No other sign of any kind may be erected or displayed to the public on any portion of any Townhome.

SATELLITE DISH POLICY: The size of a satellite dish is restricted to one meter (39.37 inches) or less in diameter. The satellite dish must NOT be secured/located on exterior walls or roofs and must be confined to the rear of the residence.

LEASE POLICY: Each new homeowner wishing to rent or lease a Townhome must:

1. Have owned and resided in their current townhome for one year prior to executing lease agreement with a third party.
2. Provide the Association and the management company with the name of the tenant(s), registered vehicle(s), contact information for the tenant(s), and the lease term each time a new lease is entered.
3. Provide confirmation to the Association and the management company that they have provided their tenant(s) with a copy of the Rules and Regulations and acknowledge they, as the Homeowner/Landlord, are subject to fines and penalties for rules and regulation violations of their tenant(s).

PET POLICY:

1. All pets must be appropriately licensed, leashed, and/or under voice control by their owners and/or custodians while on the premises.
2. The Metropolitan Government of Nashville and Davidson County Leash Law is in effect on the premises and will be strictly enforced. No pets will be allowed to roam freely on or through the premises.
3. Pet owners are responsible for the immediate removal and proper disposal of all pet waste from ALL common areas, not just individual front lawns.
4. Homeowners who violate the Pet Policy are subject to fines as outlined in the Fines and Penalties paragraph.

COMMON AREA RESTRICTIONS: No sidewalk, entrance, parking area, driveway or yard may be obstructed or used for any purpose other than ingress and egress. Bicycles, motorcycles, toys, or other equipment are not allowed to obstruct any driveway, sidewalk, porch, or entry passage.

TRAFFIC REGULATIONS: No vehicle may be operated within Pennington Villas in a manner that is unsafe or presents a danger to the safety of persons or property. No vehicle may be operated on sidewalks or areas other than streets and parking places.

Speed Limit: The speed limit within Pennington Villas may never be more than is safe for existing circumstances and NOT to exceed 20 miles per hour.

Vehicles: All vehicles operating within Pennington Villas must be licensed and operable. Expired tags are not permitted, and Homeowners' vehicles must meet all applicable Metro Codes.

PARKING REGULATIONS: There is no parking in the cul-de-sac, postal turnarounds, entry road into the property, a Townhome's front yard, or anywhere on the grass. No vehicle may be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any Townhome, garage, or driveway by another vehicle. Owners of vehicles parked improperly will receive a Friendly Reminder and will thereafter be subject to fines and penalties in accordance with these Rules and Regulations.

Trailers, Boats, RVs, and vehicle storage: No motorized vehicle (operable or inoperable), to include passenger vehicle, recreational vehicle (RV), truck, boat, jet-skis, hauling trailers, bus, utility vans, campers, or utility trailers are permitted to be stored or repaired anywhere on the property.

Visitor and Handicap Parking: Vehicles parked in the handicap parking must display a current handicap permit or have a valid handicap license plate. Further, no Homeowner(s), tenant(s) or resident(s) is allowed to routinely appropriate the use of visitor parking space(s) to store or park their personal vehicle(s).

Inoperable Vehicles: Parking spaces may not be used to store inoperable vehicles, including vehicles without current registration. If a vehicle is inoperable or without current registration, then it will be subject to the Enforcement Policy and the Homeowner will be asked to remove the vehicle from the property or it will be subject to towing at the Homeowner's expense.

Repairs: Except for emergency repairs such as a dead battery or flat tire, no mechanical work on vehicles is allowed on the premises. Vehicles being repaired may not be left unattended while on a jack or on blocks anywhere on the premises. Such vehicles create a safety hazard and are subject to towing at the Homeowner's expense.

Moving Trucks: At this time, our neighborhood has no accommodations for oversized vehicles. However, a Homeowner needing limited and/or overnight parking for a moving truck may request approval from the Board and the management company to temporarily park the vehicle on the premises. The moving truck must be parked in the manner and location approved by the Board, or it may be subject to towing at the Homeowner's expense.

Driveways: Homeowners and residents are highly encouraged to park inside the garage of their Townhome. If vehicles are parked outside their Townhome, only one vehicle is permitted to be parked in front of each garage door.

Loading: If a Homeowner's vehicle is temporarily parked in a prohibited parking area to load or unload the vehicle, then the driver must remove the vehicle within 30 minutes.

Prohibited Parking: Parking is prohibited:

1. In a marked fire lane
2. Within 15 feet of a fire hydrant
3. In a manner that interferes with entrance to or exit from our property or any Townhome
4. Curbside during the hours of 10:00 p.m. to 8:00 a.m.
5. In the cul-de-sacs
6. On the grass

TOWING POLICY: Any member of the Board or the management company may authorize the towing of a vehicle located on the premises. No vehicle may be towed without first providing notice to the Homeowner and/or resident and an opportunity to resolve the parking violation.

TRASH POLICY: Trash, rubbish or debris may not be left or deposited, even temporarily, on any Common Area, yard, or patio. All refuse must be bagged and placed in trash receptacles, and trash receptacles are to be closed when not in use. Trash and trash receptacles may not be stored on the front or side of any Townhome. If Homeowner needs a lid replacement or a new trash bin, *PLEASE* refer to HUB Nashville to request @ <https://hub.nashville.gov> or by dialing 311.

Trash/Recycling Pickup: Trash is picked up between 7:00 a.m. and 5:00 p.m. on Mondays. Recycling is picked up on Every other Monday. Trash is not picked up on holidays. All trash pickup days after a holiday will be delayed by one day during the week of the holiday.

TERMITE AND PEST CONTROL: The Association utilizes Terminix for exterior areas around each building, annual termite inspections, and is responsible for repairs if termite damage does occur. Each Homeowner has the option of retaining a pest control company for their individual unit.

MONTHLY HOA FEES: All HOA Fees are due monthly, unless otherwise specified. Payment should be made directly to the Association at the management company's office or on-line. Failure to pay by the 15th of the month will result in the accrual of interest pursuant to the Governing Documents and/or a late fee of \$25.00 per month until the balance is paid in full. All unpaid HOA Fees, interest, and late fees shall be a continuing lien against the Townhome, along with late fees, accrued interest, and costs of collection,

including reasonable attorneys' fees and litigation costs, for which the Association may enforce, as provided under the Governing Documents or by any other available remedies at law or in equity. After a Homeowner's delinquent assessment balance exceeds three (3) months of HOA Fees, the matter will be turned over to the Association's attorney, who shall then file a Notice of Lien against the Homeowner's Townhome and institute collection proceedings against the Homeowner.

INSURANCE: The Association provides basic hazard insurance for the Townhomes back to original specifications. All Homeowners should obtain HO6 insurance policies that cover betterments & improvements, and contents. Additionally, the Board reserves the right to assess individual homeowners in the amount of the Association's master insurance policy deductible if an individual homeowner was responsible (partially or entirely) for a loss that resulted in a claim on the master insurance policy.

OTHER: The Association's webpage address is dfloydassoc.com/pennington-villas. The Association's email address is PenningtonVillasHOA@gmail.com

Management Company: David Floyd & Associates, Inc.
104 East Park Drive, Suite 320
Brentwood, TN 37027
615-297-2824 (answered 24/7/365)

HUB Nashville: <https://hubnashville.gov>

***** *These Rules and Regulations were reviewed and approved by the current Board of Directors on July 11, 2023.* *****