

Pagoda Condominiums Association, Inc.
Amended and Restated Rules and Regulations
June 23, 2022

I. Introduction

Pagoda Condominiums Association, Inc. is providing this information to the homeowners and residents as an introduction and quick reference to the Architectural Standards, Parking Policy, Collection Policy, Rules and Regulations, and By-Laws of our community.

The following Rules and Regulations and Architectural Control Standards have been adopted by the Board of Directors of the Pagoda Condominiums in accordance with the Master Deed and By-Laws not only to protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the By-Laws, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of conflict between the wordings of the documents, the By-Laws will prevail.

The Rules and Regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, and guests; and shall be enforced by the Board of Directors in accordance with the Master Deed and By-Laws.

In establishing and maintaining the Rules and Regulations, the Board shall make every effort to ensure that they do not affect unit owners' rights to the enjoyment of reasonable use of their property or privileges of ownership.

The Rules and Regulations may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners/residents and the community.

II. General Information

Property in the development is classified as "Common Elements, Limited Common Elements, and Units."

The breezeways, stairwells, and the open space areas are Common Elements. Use of these areas is shared by all homeowners of the community. The streets, curbs, sidewalks, lawns and yard areas, trees and shrubs, planting beds, exterior lighting (not controlled by the unit owner) are also Common Elements. Your Association is responsible for the operational management and oversight of maintenance and improvement of these areas, which are for the exclusive use of the individual unit owners/residents and/or their guests.

The Limited Common Elements include balconies, patios, and any portions of the unit located inside or outside of the unit for the exclusive use of one or more but fewer than all the units. You as the owner have the responsibility for the upkeep of these areas.

III. Insurance

Nothing shall be done or maintained in any condominium unit or any Common or Limited Common Elements which shall increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof.

IV. Legal

Nothing shall be done or maintained in any condominium unit or in the Common or Limited Common Elements which is in violation of any law.

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V. General

1. Only single families may occupy the premises. The unit shall be used as a private dwelling only. No more than 2 occupants are permitted in a one-bedroom unit. No more than four occupants are permitted in a two-bedroom unit.
2. No clothes lines, wires, shades, blinds, curtains, or machines may be erected outside, and no clothing, laundry, or rugs may be hung outside on patios, porches or balconies.
3. Window treatments visible from the outside must be white or off-white and in good condition. No sheets, towels, damaged blinds, or other non-standard window treatment shall be allowed.
4. In accordance with fire department codes, only objects which may be easily moved in the event of an emergency may be placed in any area of the breezeway of the building. A minimum clearance of three feet must be maintained at all times.
5. No items may be stored on or under a stairwell or stairwell landing.
6. The following items are permitted on patios, balconies and porches: Electric grills are permitted at all units; however, they must be registered with the Association. Outdoor patio furniture, plants, watering can, door mat, door wreath(s), outdoor decorations, and holiday decorations (to be removed within fourteen days after the holiday), no more than two bicycles or ebikes in good condition and working order. Items may not block the patio door. No other items are permitted. All patios, balconies, and porch areas are to be kept in a clean and sanitary condition.
7. The following items are permitted in breezeways: Outdoor patio furniture, plants, watering can, door mat, door wreath(s), outdoor decorations, and holiday decorations (to be removed within fourteen days after the holiday). A minimum clearance of three feet in width must be maintained at all times.
8. The Common Area lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans, or other personal property shall obstruct entrance ways, walkways, parking or other common areas.
9. No political signs or sign for advertising may be erected or displayed in a condominium unit or in the Common or Limited Common Elements in a manner visible from the outside.
10. No sign advertising the lease of a unit may be displayed in the condominium unit or in the Common Areas or Limited Common Elements in a manner visible from the outside.
11. One sign advertising the sale of a unit may be displayed in one window of the condominium. No sign advertising the sale of a unit may be displayed in the Common Areas without first obtaining permission from the Association.
12. No unsightly conditions, noxious, offensive activity, trash burning, or disturbing noises which interfere with the rights, comforts, or convenience of neighbors will be permitted.
13. No storage of gasoline, explosives or highly flammable materials is allowed.
14. No solicitation or advertising is allowed on the common grounds, including mailboxes.
15. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of proper receptacles approved by the Association. No owner's trash or trash receptacles shall be kept outside of the unit. All expenses related to the removal of trash left in the common areas are the responsibility of the homeowner. Bulk items which do not fit into the trash receptacles are the responsibility of the owner to remove from the property. Appliances, including hot water heaters, computers, or hazardous materials are not permitted to be disposed of in the trash receptacles.
16. Unit owners and their families, tenants, and guests shall not deface, remove, or destroy, or permit the defacing, removing or destruction of any element of the common elements.
17. Play is permitted in designated common areas provided that such play is not of a nature that is destructive or potentially destructive of property. Also, such play or use shall not violate any other rule or regulation of the Association. No playing is permitted in the driveways or parking areas. Baseball, football, and other ball games shall be restricted to open lawn areas and are not allowed in driveways. Bikes, skateboards, pedal cars, and riding toys with wheels are not permitted to be used in the driveways.
18. Visitors and guests of unit owners and residents must be accompanied by a unit owner or resident at all times while they are within the common elements, except ingress to and egress from the unit.
19. Unit owners or residents are authorized to place personal decorative objects within the planting beds at their unit, where applicable. The Board of Directors retains the right to review and revoke this authorization at any time.

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20. The planting beds belong solely to the Association. Unit owners may not plant items in or decorate the plant beds or Common Elements of the Association without obtaining written permission from the Association.
21. Assessments are due by the first of the month. A late fee will be added for each delinquent payment. Any account not paid in full by the 15th day of each month will be considered delinquent, and a late fee of \$15.00 will be assessed. Accounts delinquent for a period of sixty (60) days will be sent to an attorney for collection. The unit owner is responsible for attorneys' fees and all applicable expenses related to the collection of a delinquent account.
22. Unit owners are responsible for providing accurate and correct contact information to the managing agent of the Association. Unit owners who fail to provide accurate and correct contact information are responsible for reimbursing the Association any and all expenses associated with locating the homeowner.
23. Water hoses may not be hung outside of units or remain connected to a spigot. Homeowners who elect to use the spigots do so at their own risk. Homeowners who leave water hoses connected to spigots are responsible for damage caused by freezing temperatures.
24. Loitering or public nuisance violators will be subject to prosecution.
25. A 10:00 p.m. curfew is in effect for children under the age of 16 years on all common grounds. Violations of this curfew may be cause for legal action imposed on the parents of the children who cause such violations.
26. Owners/Lessees are responsible for their guests, occupants, children, and their actions (damages) on common private grounds or property.
27. Yard sales by individual unit owners or residents are not permitted. Estate sales are permitted with approval from the Association.
28. The Association adopts the current Tennessee Fire Code regarding Outdoor grilling and Storage of flammable fuels. The following applies as a minimum, which is based upon the current version of this code as of the date of the adoption of this addendum:
 - **Outdoor grilling:** Charcoal burners and other open-flame cooking devices (such as propane gas grills or smokers) shall not be operated on balconies or within 10 feet of condominium buildings.
 - **Storage of flammable fuels:** With a gas grill, the grill may be stored on a balcony after its tank is disconnected, however the tank cannot be stored on the balcony, within 10 feet of any condominium building, or inside any condominium building.
 - **Exceptions:** *Exceptions for outdoor grilling only*
 - LP gas cooking devices having a water capacity not greater than 2.5lb. (A small table-top propane gas grill)
 - Electric grills allowed.
29. Fire pits are strictly prohibited.
30. No trash may be left in the common areas or outside of a dumpster.
31. Each homeowner is provided a copy of the governing documents. Owners may request a copy via email at no charge. The Association charges \$25 for each additional hard copy.
32. The installation of alternative cooling equipment is permitted to allow for the repair of the air conditioner. Window fans and air conditions may be installed on a temporary basis for up to thirty (30) days in emergency situations. Failure to remove these cooling systems after the thirty day period will result in the assessment of a fine. Service providers often do not remove their debris or replace the water seal flashing after performing their work. This creates holes in the roof and water leaks into units. Therefore, unless it is an emergency all roof access shall be done during regular business hours and the office shall be notified in advance for the need of access. The Association retains the right to inspect work after completion and the cost of this inspection and

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repair of any damage to the roof will be assessed to the owner. Repairs are also subject to an additional 20% as authorized in the Master Deed. All air conditioners should have drain lines diverting condensation off the roofs. Owners are responsible for leaks and/or damage caused to the building and/or units from their air conditioner.

33. Construction hours for work, performed by owners and/or vendor, that could result in noise in excess of 70 decibels is limited to between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, except in the event of an emergency.
34. Owners who need to turn the water off to neighboring units to complete non-emergent repairs must provide written notice to all affected neighbors not less than 24 hours before the service interruption. A copy of such notice must also be provided to the Association. The notice shall include the date, time, and approximate duration of the water shut off as well as the name and phone number of the owner responsible for the water shut off. Non-emergent water shut offs are only permitted to be scheduled between the hours of 8:00 a.m. and 5:00 p.m.

VI. Animals and Pets

1. All applicable laws must be observed.
2. Pit bulls are prohibited.
3. Dogs must not exceed 14 inches in height or 15 pounds in weight.
4. Each owner is responsible for providing a photo of every dog occupying their unit.
5. Only traditional domestic pets may be kept, provided they are not maintained, kept or bred for commercial purposes and provided further that they will not act in a noxious or offensive manner. Pet owners are responsible for disposing of the animal's elimination. Pet owners are responsible for all damages caused by their pets to common areas and to the property of others. Pet food may not be stored or used outside of the unit, except on the limited common element balcony or porch to which the owner has sole access.
6. When outside the house, all pets must be kept leashed and under the control and immediate supervision of their owner. Failure to comply with the leash regulations will result in the following penalties in accordance with the procedures outlined in Section X:
 - A. First offense: A warning letter to the owner
 - B. Second offense: \$100.00 fine levied
 - C. Third offense: \$200.00 fine levied
 - D. Fourth offense: \$300.00 fine levied, and the Metro Health Department will be called to pick up the animal.

VII. Architectural Maintenance/Control

No structural alteration (construction, addition or removal) or decoration of any Common or Limited Common Element shall be commenced or conducted except in strict accordance with the provisions of the Master Deed and By-Laws.

All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the Board of Directors, via the managing agent, no less than one week prior to the regularly scheduled monthly Board of Directors Meeting. All requests shall include a written description and a diagram of proposed changes and must be signed by the unit owner. Once written approval has been received from the Board of Directors and changes have been made, the unit owner will submit to an inspection of the approved change. An approved change to one unit does not constitute approval of the same change to another unit. Each unit owner is responsible for obtaining written approval for changes to his individual unit.

Satellite dishes may not be installed in the common elements without the prior permission of the Board of Directors. Satellite dishes may be installed inside of the patio, porch or balcony of a unit, but may not be attached to a common element or installed in a bucket of cement. All wiring and attachments of the satellite dish must be within the interior boundary of the patio, porch or balcony.

No owner or resident may make or cause to make any change outside his/her unit without the prior express written approval of the Board of Directors.

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POLICY

1. Any project or exterior modification which was completed prior to the issuance of these regulations that would normally require Board approval prior to initiation shall not be construed as setting a precedent, and any major repairs, changes, and/or additions made to said project or modification will require Board approval.
2. Before making any exterior changes or initiating any project which might be contrary to the architectural/maintenance standards, unit owners are reminded that non-approved changes can be not only aesthetically offensive to neighbors, but can also decrease the value of all units.
3. Any project, exterior modification, or other act in violation of these standards is subject to a citation by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.
4. There shall be no statute of limitation on violations, and unless written approval can be shown, the Board may require corrective action by the homeowner at any time.

VIII. Motor Vehicle Operation

1. No temporary structure, tent, trailer, truck, bus, camper, recreational vehicle, motorhome, commercial vehicle or boat may be parked or erected on the outside area. Unlicensed go-carts, scooters, etc., are not allowed on sidewalks, parking areas, driveways, or common grounds. No vehicle or other items of transportation may be parked on porches or so as to block sidewalks, driveways, or fire lanes, and vehicles parked in this manner are subject to tow without notice. All vehicles must be parked only in a marked parking space. Vehicles are prohibited from driving or parking on the grassy areas or sidewalks. Vehicle owners are responsible for all damages caused by parking or driving in the grassy areas or sidewalks.
2. Inoperable and unregistered vehicles are strictly prohibited and subject to tow without notice.
3. Visitor parking is restricted to unmarked parking spaces, and unit owners and residents are responsible for informing visitors as such.
4. The accomplishment of vehicle maintenance on driveways, parking areas or common grounds, such as oil changes or repair of any vehicle components, is prohibited except that minor emergency repairs such as changing flat tires or jump starting is authorized. Any repairs to the parking area surface caused by leaking oil, gasoline, or liquids of any sort will be charged to the owner of the unit to which the vehicle's owner is a guest or resident.
5. All common property drives are subject to a 10 MPH speed limit. Anyone in violation will be subject to a citation. All motor driven vehicles are subject to citation.
6. Vehicles parked in violation of these rules are subject to tow, at the vehicle owner's expense, when owner fails to move vehicles or equipment within seven (7) days after posted and/or written notice.
7. Vehicles parked in a parking space assigned to another unit are subject to tow without warning.

IX. Leases

1. Background checks
 - a) A background check shall be run on any perspective tenant prior to signing any non-irrevocable contract or lease of a unit.
 - b) Irrefutable proof of a current background check by a recognized background checking authority shall be presented to the Association prior to implementing any document that would allow a tenant to take up residence in the community.
 - c) Item b, above, shall be provided to the Association no less than one week prior to the perspective new tenant being allowed to occupy a residence in the complex.
 - d) The Board of Directors has the sole authority to rule on the acceptability of a perspective new tenant's background and to approve or reject same for residence in the complex. The Board's decision of a perspective new tenant's background is final. If the Board's ruling on acceptability is ignored the owner shall be fined until the condition is corrected and/or the Association will pursue legal remedy at the cost of the violating homeowner(s).
2. Every Lease shall be in writing and:

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- a) Specifically state that the lease is subject to the provisions of the Master Deed, By-Laws, and Rules and Regulations of Pagoda Condominiums Association, Inc.
 - b) Contain, or incorporate by reference, these Rules and Regulations (as amended from time to time).
 - c) Contain language granting the Association the right to enforce the Rules and Regulations (as amended from time to time) by legal action against the owner(s) and/or tenant(s).
 - d) Provide for an initial term of not less than twelve months (unless to prevent hardship, the Association's Board of Directors shall have the authority to approve a shorter term).
 - e) A copy of a current lease agreement indicating the names of all occupants of the unit shall be provided to the Association prior to a new tenant occupying a unit or whenever there is a change in the authorized tenant occupant list.
3. Resident Information: Every owner shall provide the Association a completed information form. The information on this form shall be used only in case of an emergency.

X. Enforcement/Penalties

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not the unit owner, but instead a guest, resident or resident's guest, the unit owner will be contacted, and that unit owner will be responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules. Fines for specific violations are listed in the previous sections, with all other fines assessed according to the following schedule:

First violation:	Written warning
Second and/or Continued violation:	Minimum fine of \$100.00 levied
Subsequent violations:	The fine will be increased in increments of a minimum of \$100.00 for each subsequent violation. Failure to correct a violation within the expressed amount of time shall constitute a subsequent offense. Repeated and/or Continued failure to correct a violation within the specified period of time will be considered a subsequent violation, with fines levied accordingly.

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules unless the following procedures have been implemented.

1. If a violation of the rules is alleged in a complaint to the Board or managing agent, the Board, via the managing agent, will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
2. The violator may request a hearing within the grace period. The request must be in writing and be addressed to the Board of Directors and delivered to the office of the managing agent. The hearing shall be held at the next regularly scheduled Board of Directors Meeting.
3. If a violation is repeated after the first written warning, a fine will be imposed without a grace period.
4. If any unit owner fails to comply with the Rules and Regulations or By-Laws, or with any decision rendered under the Rules and Regulations and By-Laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.
5. The payment of a fine does not relieve the offender of the obligation to correct the violation. If the Association incurs expenses to correct the violation, this expense will be assessed to the unit owner.

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6. Fines are due within thirty days. A late fee will be imposed on the 15th of the month if the fine remains unpaid after thirty days. If the fine or expenses remain unpaid, a lien shall be placed against the unit in question.