

Brentwood Pointe II HOA

Rules & Regulations

I. Exterior Modifications:

- a. Any exterior modifications must comply with governing documents of Brentwood Pointe II, and written HOA approval must be obtained prior to work commencing.
- b. Exterior modifications include (but are not limited to) the following:
 - i. Replacement of fences, decks, and patio surfaces
 - ii. Staining of fences and decks
 - iii. Replacement of windows
 - iv. Replacement of doors (including storm doors)
 - v. Tinting of storm doors
 - vi. Installation of satellite dishes
 - vii. Installation of handrails
 - viii. Replacement of exterior light fixtures
 - ix. Planting shrubs or trees
 - x. Exterior painting of any kind

II. Pets:

- a. Pets must be kept leashed while in the common areas.
- b. Pet waste must be picked up immediately and disposed of properly
- c. Pets may not be left unattended on patios or decks.
- d. Pets are not permitted in the pool area, on the tennis court, or in the clubhouse.

III. Parking:

- a. Each unit has one (1) reserved parking space. Unreserved parking spaces are available for use on a first come, first serve basis.
- b. All vehicles stored on the property must be fully operable and have current registration.
- c. Trailers, boats, campers, RVs, and buses may not be stored on the property overnight.
- d. Commercial vehicles may not be parked on the property overnight.
- e. Vehicles may only park in designated parking spaces. Parking on the street or in grass areas is strictly prohibited.
- f. Vehicles in violation of HOA rules may be towed and/or the vehicle owner may be fined.

IV. Operation of Vehicles:

- a. Motor vehicles owned and/or operated within the property shall comply fully with all laws and regulations pertaining to public streets.

- b. All drivers are subject to the posted 15 MPH speed limit.
- c. All-terrain vehicles (ATVs), go-carts, golf carts, and similar unregistered vehicles may not be operated on HOA property.

V. Appearance of Units:

- a. Recreational equipment may not be stored outside of the units.
- b. Nothing may be attached to the exterior walls of units without prior written HOA approval.
- c. The United States flag, United States military flags, and Tennessee State flags are the only flags that may be displayed.
- d. Any outdoor patio furniture kept on front porches is subject to Board approval in terms of age, condition, cleanliness, color, and size. No outdoor furniture may be kept in the front landscaping beds or in the grass areas in front of units.

VI. Signage:

- a. Exterior signage is prohibited with the following exceptions:
 - i. Graduation signs may be displayed within two (2) weeks of graduation.
 - ii. Open house signs are permitted on the weekends.
 - iii. Political signs may be placed inside of windows within 60 days of a general election in accordance with the Tennessee Freedom of Speech Act.

VII. Yard Sales & Estate Sales:

- a. Individual yard sales are not permitted.
- b. Community yard sales are typically held on an annual basis.
- c. Estate sales may be held with prior written HOA permission.

VIII. Trash Disposal:

- a. All trash must be securely bagged and placed into trash cans with lids
- b. No more than two (2) trash cans per unit
- c. Trash is typically collected every Monday and Thursday
- d. Recycling is not provided by the HOA

IX. Storage Containers & Dumpsters:

- a. A storage container or dumpster may be placed in a unit's assigned parking space or in an unassigned parking space adjacent to the median in the center of the parking lot for up to one (1) week with prior notification being provided by the unit owner to the HOA. If a storage container or dumpster remains on the property in excess one (1) week, a fine of \$50 per day will be applied to the unit owner's account until such time that the storage container or dumpster is removed from the property.

X. Pest & Termite Control:

- a. The HOA provides termite control for all of the units. If you have any concerns regarding termites, please contact Cooks Pest Control.
- b. The HOA provides basic pest control for all of the units. If you have any concerns regarding pest control, please contact Cooks Pest Control.

XI. Nuisances:

- a. Any activity that creates a nuisance is prohibited. Nuisances include (but are not limited to) excessive noise, excessive barking, foul odors, and threatening behavior.
- b. Quiet hours are from 10:00 PM to 8:00 AM daily.

XII. Leasing:

- a. Owners may not lease their units without first receiving explicit written permission from the HOA. No more than 40% of the units may be leased at any time.
- b. Leases must be at least six (6) months in length.
- c. Owners that lease their units must provide the HOA with their tenants' names, contact information, and lease dates each time a new lease is entered.
- d. Owners that lease their units pay a Tenant Transition Fee of \$150 each time a change in tenants occurs.

XIII. Heating & Cooling:

- a. All units have their own HVAC units, and owners are responsible for the maintenance of their HVAC units.
- b. When temperatures are forecasted to drop below freezing, residents must keep their heat set to at least 60 degrees to help prevent frozen pipes.
- c. Window air-conditioning units are not permitted (with the exception of upper-level gable-end windows on 4-bedroom units).

XIV. Amenities:

- a. Swimming pool:
 - i. No lifeguard on duty- swim at your own risk.
 - ii. The pool gate must remain closed and locked at all times.
 - iii. Do not climb the pool fence.
 - iv. Do not hang on or tamper with the pool rope or life-saving equipment.
 - v. Children under the age of 16 must be supervised by an adult resident at all times.
 - vi. Proper swimming attire is required while in the pool.
 - vii. All babies must wear swim diapers while in the pool.

- viii. No diving is permitted in the pool.
 - ix. No running, rough play, excessive noise, or foul language is permitted.
 - x. No pets are permitted within the pool area.
 - xi. No glass is permitted within the pool area.
 - xii. No food or drink is permitted within 3 feet of the pool.
 - xiii. Floats and rafts are only permitted when the pool is not crowded.
 - xiv. Private lessons/classes of any type are not permitted without prior written HOA approval.
 - xv. Only Brentwood Pointe II residents and their guests are permitted within the pool area. Residents must remain with their guests at all times and are responsible for the actions of their guests. No more than two (2) guests per residence are permitted.
 - xvi. Please close umbrellas, return pool furniture to its original location, and properly dispose of any trash before you leave.
- b. Tennis court:
- i. Release net after use
 - ii. Do not prop open gate
 - iii. Do not leave any equipment on the court
 - iv. No pets are allowed on the court
- c. Clubhouse:
- i. The clubhouse may be rented by homeowners for events. The rental fee is \$75, and there is a refundable security deposit of \$100.
 - ii. Clubhouse reservations must be made at least one (1) week in advance.
 - iii. Homeowners are responsible for leaving the clubhouse clean and neat after their rental.
 - iv. In the event that damages are caused during an event at the clubhouse, the HOA will bill the responsible homeowners' account for the cost of repairs.

XV. Open Flames:

- a. Residents must comply with local fire codes at all times.

XVI. Insurance:

- a. The HOA provides hazard insurance for all units, which would cover the restoration of the units back to original specifications in the event of a major loss (such as a fire).
- b. Owners must obtain HO6 insurance policies that cover betterments/improvements, contents, and loss assessments in the amount of the HOA's master insurance policy deductible. Losses that do not exceed the HOA's

master policy insurance deductible would also be covered by owners' HO6 policies.

XVII. Contacting the HOA:

- a. To contact the HOA, please email BrentwoodPointe2@gmail.com. This email address can be used to ask questions, submit requests, report violations, etc.
- b. Emergencies (pertaining to HOA matters) can be called into 615-297-2824. This phone number is answered by a live person 24/7/365.

XVIII. HOA Website:

- a. Important HOA information such as the governing documents, budgets, financial reports, and FAQs can be viewed at BrentwoodPointe2.com. Owners must register on the website and be approved for full access prior to viewing private pages.

XIX. Non-Compliance Policy:

- a. Violation of HOA rules will result in the following consequences:
 - i. 1st offense: warning
 - ii. 2nd offense: \$50 fine
 - iii. 3rd and subsequent offenses: \$100 fine
- b. In the event a violation is not resolved within 10 days of notification, a \$50 fine will be issued. If the violation is not resolved within 20 days of the initial notification, an additional \$100 fine will be issued. After 20 days of the initial notification, additional fines of \$100 each will be issued every 10 days that the violation remains unresolved.
- c. Separate fines may be issued for violations that are considered to be severe or in blatant disregard of the HOA's governing documents (at the Board's sole discretion).