

**BELLEVUE COMMONS TOWNHOME ASSOCIATION
RULES AND REGULATIONS
(Revised October 2016)**

The following are Rules and Regulations set forth by the Bellevue Commons Townhome Association (the "Association") Board of Directors (the "Board"). These Rules and Regulations are intended to supplement but not supersede all others contained in the Master Deed and By-Laws. The Board may amend this document at any time.

RESTRICTIONS ON LEASING OF TOWNHOMES

1. No part of the property may be used for purposes other than housing and related common purposes for which the property was designed as allowed by municipal zoning laws.
2. No townhome may be offered by its owner to the public at large for temporary transient accommodations, nor shall any Townhome Owner lease his or her Townhome to any third party.
3. Any Townhome Owner, as of September 2006, shall be allowed to lease his or her townhome until such time as said Townhome Owner's townhome is sold to a third party. Therefore, that townhome must be sold to that third party as a primary residence only.

PETS

1. Only domestic pets are allowed at Bellevue Commons. No other animals or livestock may be kept.
2. No breeding of pets is permitted.
3. Pets must be kept on a leash no more than 10 feet in length and under direct control of a responsible person outside their units. Pets are not permitted to run loose unsupervised or tied up on the common areas.
4. Any homeowner or tenant who keeps a pet is responsible for any damages to persons or property caused by that pet.
5. Residents are required to clean up promptly after their pets and ensure that animal waste does not litter the walks or common areas. In April 2006, the Board adopted a fine of \$250.00 to be levied against anyone not picking up after their pets.
6. Pet owners are required at all times to monitor the activities of their pets so that such pets do not create a disturbance or constitute a nuisance to neighboring residents.

TRASH

1. All trash, garbage and rubbish of a unit shall be placed in that unit's trash receptacle provided by the designated trash service company.
2. Residents wanting to throw away large items must make their own arrangements with the City of Nashville for special or bulk trash pick-ups.

3. Trash and trash receptacles shall be stored in the garage or on the concrete patio in the back of the house. No trash receptacles may be stored in front of or on the side of the house.
4. Trash or trash receptacles shall not be placed outside unit until the evening or morning before designated pick up day (Friday) and must be removed from curb that evening or next morning.
5. If a resident's trash receptacle is left at the curb of a homeowner past Saturday at noon, a notice will be issued to that resident. If there are two notices issued within a six-month period, the second offense will serve as final notice. A third offense will result in the trash receptacle being removed from the property. There will not be a reduction in homeowner's fees after removal of the receptacle. The homeowner will pay a fee of \$25.00 to have the receptacle returned from the trash collector. The trash collector will not remove any trash at a home where the receptacle has been removed for violation of this policy. Any resident who chooses to place a trash at the street after their receptacle has been removed for violating this policy will be fined \$50.00.

VEHICLES AND PARKING

1. All vehicles must be registered and licensed and in operable condition. Any vehicle violating this will be flagged and towed at the owner's expense.
2. To preserve curb appeal and for safety of our residents, resident and/or guest parking is not allowed in any area not specifically designated for parking, including on all corners; on all curbs; in front of driveways; and at the end of dead end streets in the community (defined as the streets between buildings 500 and 700 and buildings 1000 and 1100, and at the end of the street in front of building 100); on any grass in the community; behind the mailboxes in the pickup lane; or in any other areas that are not clearly designated as areas for parking. Any vehicle parked in such areas is subject to towing immediately at the owner's expense.
3. Motorized vehicles are not permitted on the sidewalks or grass.
4. Recreation vehicles, campers, trailers, boats, large commercial vehicles and the like are not to be kept at Bellevue Commons except in an owner's garage.
5. Any vehicle that is not operated on a routine basis may not be stored or parked in any designated area.
6. No light vehicle work, tune-ups or oil changes may be performed other than in or near the owner's garage. Oil or other residue must immediately be cleaned up and disposed of off the property.
7. No major vehicle work may be performed anywhere at Bellevue Commons.

GENERAL RULES

1. No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased owner or tenant of his or her spouse; such permitted sales shall be conducted for no longer than two consecutive days and between the hours of 9:00 a.m. and 5:00 p.m. The Association may periodically organize a community garage sale and will notify residents of such event.

2. The maximum speed in Bellevue Commons is 10 miles per hour. All residents must abide by the posted speed and yield signs.
3. No solicitation of any kind is permitted in Bellevue Commons.
4. Advertising signs, billboards, flagpoles placed in the ground, etc. are not permitted.
5. "For Sale" signs of an appropriate size may be placed at the front entrance of the unit.
6. "Open House" signs are only allowed at the front entrance of the development no sooner than 48 hours before the open house and must be removed that evening of the open house.

ASSOCIATION FEES

1. Association fees ("dues") are set by the Board at the beginning of each calendar year based on projected fees and expenses for the upcoming year.
2. Dues are due and payable the first day of each month and considered late after the 15th of each month. Dues shall be sent to the appropriate party as designated by the Board.
3. If dues are received after the 15th of each month, a \$25.00 late fee will be assessed to the homeowner's account. This fee shall be paid with following month's dues. If the 15th of the month falls on a weekend or holiday, dues are considered late on the first business day after the 15th.
4. After 60 days of no monies received, being either monthly dues or previously assessed late fees, statements of overdue accounts will be mailed to residents. Payment of all amounts unpaid is then due upon receipt of that notice.
5. After 90 days of no monies received, either monthly or previously assessed late fees, a demand letter will be sent from the Association's attorney. This will result in legal fees being paid by the homeowner in addition to the amount already overdue. Payment of all amounts, including legal fees, is then due upon that letter.
6. After 120 days of no monies received, being either monthly dues or previously assessed late fees, the Association shall place a lien on the homeowner's property and move forward with a personal judgment suit. All legal fees will be the responsibility of the homeowner.
7. Any dispute over the status of a homeowner's account shall be presented to the property management company currently employed by the Association.

GRASS AREAS AND VEGETATION

1. The Association alone may control the landscaping in the complex with the exception of each homeowner's front and back yard areas as defined by the original deed to the property.
2. The Association is responsible for mowing and trimming the lawns of each unit as well as common areas.
3. It is the homeowner's responsibility to maintain the landscaping of his or her unit including pulling weeds and replacing dead foliage.

4. Trees and plants should be placed so as to not encroach neighboring lots, sidewalks or streets.
5. No tree, shrub, plant, or other foliage may be planted on any common area with the written approval of the Board.
6. All homeowners, tenant, and/or visitors should not disturb the landscaping of other homeowners or the common areas without the express permission of either the appropriate homeowner or the Board. This includes transplanting bushes, shrubs or trees, cutting flowers or otherwise taking or altering an item the community landscape.
7. Vines must not adhere to the exterior walls of you home. Vines may be attached to a trellis but must be kept trimmed to the size of the trellis.
8. The Association retains the right to determine when a vine must be trimmed/maintained and/or removed.

ARCHITECTURAL GUIDELINES

1. The exterior of your home must always be kept in a good state of repair.
2. Every homeowner is expected to ensure all landscaped areas are clean and well maintained at all times.
3. No decorations, landscaping or other personal items are allowed to be placed in any common area. It is important to note that the restrictions are not in place to be punitive to homeowners attempting to improve the appearance of the community. However, it is the responsibility of the Board to maintain the common areas, and any item placed in those areas by the homeowner could potentially create a legal liability to the Association if anyone was injured or otherwise negatively affected by the item.
4. The governing documents of Bellevue Commons provide for a Board appointed Architectural Committee to ensure a high level of architectural consistency and harmony in the community. A Community Guidelines brochure is available to anyone that needs one.
5. The Board or Architectural Committee must approve any work that alters the exterior appearance of the home before work begins. Before undertaking any project affecting the exterior of your home, it is necessary to complete a written application and submit it to the Board. These forms can be obtained from the Board or the Management Company. Once the application is submitted, the Board will respond with their decision within thirty days.
6. Once the work is approved, the homeowner shall obtain any necessary governmental permits prior to commencement of the work. In all cases where a governmental permit is required, Board approval of any work is contingent upon the homeowner obtaining the proper permit.
7. Patio shades, patio covers, awnings, skylights, hot tubs, front/back screen or glass doors, or structures of any kind cannot be erected or installed without prior written approval of the Board or its designated Architectural Committee.

8. Decks must be stained or sealed to ensure stability and maintain appearance. The following is a list of pre- approved colors that a homeowner may use to stain his or her deck:

Behr Brand (Semi-Transparent)

- Cedar
- Cedar Naturaltone
- Redwood Naturaltone

A homeowner is not required to use the Behr brand of deck stains. However, any deviation from this list, whether color or brand of stain must be approved by the Board.

9. Shutters must match the paint color of the exterior door. Duron Paint Co. has merged with Sherwin Williams. If you have identified your original Duron Paint exterior color you may use the current Sherwin Williams paint color that matches the original. Below are additional options that are approved paint colors.

Sherwin Williams

- SW 6242 Bracing Blue 224-C5
- SW 7602 Indigo Batik 224-C7
- SW 6207 Retreat 217-C5
- SW6208 Pewter Green 217-C6
- SW6236 Grays Harbor 222-C6
- SW6256 Serious Gray 234-C5

10. The 1996 Federal Telecommunications Act allows homeowners to install one (1) satellite dish, up to one meter (39”) in diameter.

A. You must submit for placement approval prior to installation.
b. You must, to the greatest extent possible, locate the dish so that it is not visible from the street or common areas.

Each dish must be installed and maintained so that it is visually appealing as possible under the circumstances and does not interfere with the use or enjoyment of neighboring residences, nor create an unreasonable hazard or nuisance.

10. All homeowners shall make all reasonable efforts to avoid disputes concerning these architectural and aesthetic regulations.

11. All questions or interpretation and application of these regulations shall be resolved by the Architectural Committee or the Board.

**BELLEVUE COMMONS TOWNHOME ASSOCIATION
AREAS OF RESPONSIBILITY**

Homeowner Responsibilities Include:

- ❖ Interior maintenance/repair
- ❖ Exterior maintenance/repair, including roofs
- ❖ Exterior home lighting
- ❖ Landscaping in front and back of yard
- ❖ Individual driveways
- ❖ Electrical and gas associated with home

Association Responsibilities Include:

- ❖ Sidewalks
- ❖ Landscaping in Common Areas
- ❖ Trees
- ❖ Sprinklers in Common Areas
- ❖ Streets
- ❖ Lighting
- ❖ Plumbing and Electrical in Common Areas
- ❖ Perimeter walls in Common Areas

