

HERITAGE LANDING CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

I. GENERAL INFORMATION

A. **Authority**. To ensure the quality of life enjoyed by the residents of Heritage Landing, the Board of Directors of Heritage Landing Condominium Association, Inc. (the "Association"), under the authority granted to it by the Master Deed for Heritage Landing, has developed certain rules and regulations. This is a convenient reference to those rules and regulations and to other information important to the residents.

B. **Board Prerogative**. It is the prerogative of the Board of Directors to interpret, regulate and enforce the rules and general conduct about our facilities, and your cooperation and suggestions are welcomed and solicited

C. **Owner Obligation**. Regard for the comfort, tranquility and security of one's neighbors is the responsibility of each and every resident. Respect for real property and the enhancement of its value is a common responsibility. The burden of these obligations cannot be delegated to management but rests with each individual occupying the property.

D. **Occupancy Standards**. The following occupancy standards will be observed by all residents, both owners and lessees:

UNIT SIZE	PERMANENT RESIDENTS
2 Bedroom	No More Than 4
3 Bedroom	No More Than 5
4 Bedroom	No More Than 5

E. **Informing Guests**. Guests should be informed of rules to avoid embarrassment to all concerned. All guests are subject to the same rules as the resident, both owners and lessees.

II. ARCHITECTURAL CONFORMITY AND STRUCTURAL-RELATED CONDITIONS

A. **Exterior Modifications**. The exterior of a unit shall not be modified either in appearance or in structure without the prior written consent of the Board of Directors. The exterior of a unit includes such items as all balconies, decks, terraces, windows, driveways, garage doors and doors to the individual units. See the section "Definitions" in the Master Deed for a complete list.

B. **Garage Modifications**. No modifications or use shall be made of a garage such that two 4-wheeled passenger automobiles can not be parked therein. Exceptions to this rule are as follows:

1. Any pre-construction modifications allowed by the developer.
2. Any modification made by a unit owner prior to 6 November 2006.

To assure adherence to this rule, a garage inspection may be made by the Board (or an Association employee), see Section XIII.

C. Balconies, Decks and Patios.

1. Only patio furniture and related accessories may be left on balconies, decks or patios.
2. Articles such as clothing, towels, sheets, etc., shall not be hung to dry in common areas.
3. No grills shall be used on any covered deck or patio. Where ever practical, grills shall be located at least 10 feet from any building wall. In addition, charcoal grills must be placed on non-combustible surfaces.

D. Draperies, Blinds and Shutters. All draperies and curtains must be lined with white, off-white, or neutral colored material. All blinds, shades, or shutters must be white, off-white, or wood-tone on the side facing the building exterior.

E. Carpets and Rugs. Carpets or rugs shall not be shaken out of the windows.

F. Throwing or Sweeping Debris. Nothing shall be thrown or swept by the residents, their agents or employees from the windows, balconies, patios, decks, or terraces.

G. Flower Gardens. Flower gardens of individual residents may be maintained in specific areas designated by the Board of Directors, provided that in periods when plants are dormant, said areas must be returned to their natural state by individual residents. No artificial plants or flowers may be displayed in common areas.

H. Lawn Ornaments. Requests for or replacement of any type of lawn ornaments must be submitted in writing. Permission may be requested for the following:

1. Flower boxes of concrete or terra cotta, birdbaths and other cast concrete or metal lawn statuary with heights of 24 inches or less. These must be natural and unpainted. Locations for placement are restricted to the front entry steps or in shrub beds directly adjacent to front entry porches.
2. With permission, flower bed borders may be installed around existing beds.

I. Bird Feeder and other Feeding Restrictions. All bird feeders must be approved prior to installation:

1. They are not allowed in front of units.

2. A maximum of two bird feeders that use seed type feed will be allowed per unit and these must be located in the rear planted beds.

3. All feeders must be free-standing (not hung from trees).

4. Should overflow feed from any feeder attract water fowl, the homeowner (or resident) will be required to remove the feeder.

5. No food of any kind may be left outside to feed other creatures. This includes any wildlife, feral cats and other stray animals.

J. **Flags**. Flags 30" by 48" flags may be flown beside entry doors. Only the United States flag and the State of Tennessee flag are permitted. Flag must be placed on 1" white or aluminum pole inserted into a standard 1" flagpole bracket. The bracket should be mounted on the wood trim of the home, painted the color of the wood trim and located approximately 6' from the ground. In the same manner, flags may be placed on the front structure of a garage (not on the doors). Sto homes and homes with recessed front entries need special instructions. These locations must be approved before flag placement.

L. **Upper and Lower Stacked Units**. No upper stacked unit will be allowed to install wood, tile, or other hard surface flooring in replacement of carpeting. No gas or charcoal grills of any kind are permitted on the balconies of either upper or lower stacked units.

III. MODIFICATIONS AND IMPROVEMENTS BY UNIT OWNER

A. **Prior Approval**. Owners must notify the Property Manager of home improvement plans and may only construct, alter, modify, or change individual units in accordance with restrictions specified in the Master Deed and with prior written approval from the Board of Directors. Request forms are available in the Association office for modifications.

B. **Permits**. Permits for all new construction must be secured from local authorities as applicable.

C. **Hours of Work**. All work, except work of an emergency nature, must be performed between the hours of 8:00 a.m. and 6:00 p.m.

D. **Contractor Sign in and out**. Contractor personnel may be required to sign in and out at the Association office.

E. **Common Area Restrictions**. The use of common areas for storage of materials, tools or appliances used in the performance of work is strictly prohibited.

F. **Responsibility for Damage**. The unit owner and his/her contractor are wholly responsible for the protection of the ceilings, walls, floors and other common areas

which are used in connection with the unit owner's construction within his unit except as may otherwise be provided in the Master Deed for Heritage Landing. If such areas are soiled, damaged or defaced, the unit owner will be assessed for repair or cleaning of the affected areas.

G. **Inspections**. Building and utility inspections are the responsibility of the Property Manager. Any person not authorized to call for such inspections shall be required to pay for such services if he or she personally calls for such inspection and if it is found that no violation exists.

IV. MAINTENANCE

A. **Requests**. All requests for maintenance service must be made to the Property Manager so that maintenance work can be properly assigned and completed.

B. **Personal Services**. Residents are requested not to ask maintenance and landscape personnel to perform personal services for them during working hours. An excerpt from the Employees' Personnel Policies, which all employees are required to observe, is included in Section V. below for your guidance in this matter.

C. **Appointments**. Since the Association pays for the time of its employees and contractors, it behooves unit owners to be available when an appointment is made and agreed too. A second failure within 3 months to be present when agreed will result in a fine of \$50.00.

D. **Light Bulbs**. Replacement bulbs for unit light fixtures are the resident's responsibility

V. CONTRACT JOBS

"Any jobs undertaken for residents which are not a part of the employee's job descriptions are called contract jobs. Compensation and arrangements for these jobs are negotiated strictly between the resident and employee, and do not involve the Condominium Association or Property Manager in any way. Such contract jobs must be done outside of regular working hours and are not to interfere with employees' Association responsibilities."

VI. VISITORS' OR WORKMEN'S ACCESS TO GROUNDS

A. **Access to Units**. The management is not permitted to admit anyone to a unit without the unit owner or lessee's authorization.

B. **Guests**. Owners and/or lessees must notify the management office of any guest who is to occupy the owner's unit during the owner's/lessee's absence.

C. **Restriction on Keys**. No common area keys are to be given to delivery persons, employees of the resident or workmen. All delivery men and workmen must register at the gatehouse when guards are present...

VII. TRASH DISPOSAL

A. **Garbage Disposal**. Kitchen garbage disposal units are to be used to dispose of all garbage for which they are designed. If a disposal unit becomes inoperable in any unit, it must be repaired or replaced as soon as possible by the owner.

B. **Trash Disposal**. All trash, except for boxes and large objects, is to be placed in the containers provided for each unit. The trash containers must be stored in garages, except when placed outside on collection day by 7:00 a.m. Containers must be returned to the garage by the end of that day. Information concerning weekly curbside recyclables collection is available in the Association office.

C. **Recyclable Trash**. The City of Chattanooga does pick up recyclable materials. Please see the Property Manager for information on materials which are recyclable and how to be placed on the pick up list.

VIII. COMMON RECREATION AND EXERCISE AREAS

A. **Exclusive Use**. The Clubhouse, swimming pools and tennis court are for the exclusive use of Heritage Landing residents and their guests.

B. **Swimming Pool Hours and Use**.

1. The swimming pools are used during the designated season only between 10:00 a.m. and 10:00 p.m. All posted rules must be observed.

2. Minor children under fourteen years of age must be accompanied to the swimming pool by a resident adult or their guest adult.

3. Guests using the swimming pools must be accompanied by a resident unless a houseguest pool pass has been obtained from the Association office. The number of guests is limited to avoid overcrowding. Homeowners and/or residents should bring no more than two guests to the pool on any occasion without prior permission from the Association office.

C. **Tennis Court**. Minor children under twelve years of age on the tennis court must be accompanied by resident adult or guest adult. No pets are permitted on the tennis court and proper tennis attire must be worn by players. Bicycles, skates and toys are not permitted on the tennis court.

D. **Lake Restrictions.** Fishing, swimming, boating and other similar activities are not permitted in the lakes on the property.

E. **Club House Use.** Unit owners may reserve the Club House on a “first come first served” basis by contacting the Property Manager. The Manager will provide the rules for the use thereof, the fees set for use by the Board of Directors and a check list for use by the unit owner of the various considerations involved.

F. **Damage to Common Elements.** Residents are responsible for all damages, if any, to the common areas caused by themselves or their guests.

G. **Access Restrictions.** Residents and guests may not use Heritage Landing as a means of access to adjacent properties, including the Chattanooga Golf and Country Club.

IX ENTERTAINING IN INDIVIDUAL UNITS

A. **Notifications.** If guests will arrive at a time when a guard is on duty, the unit owner shall notify the guard of the guests’ names and approximate arrival time. For more than twelve guests, the management office must be notified of the date, time of party, number of guests and vehicles expected.

B. **Noise.** Sound levels should be kept to a minimum to ensure quiet enjoyment for neighboring residents.

C. **Driveways and Streets.** Entertaining may not take place in driveways, streets or adjacent properties.

X. MOTOR VEHICLES, PARKING AND TRAFFIC

A. **Speed Limit.** A maximum speed limit of 25 M.P.H. shall be in effect on all roadways on the property, unless otherwise dictated.

B. **Number of Vehicles.** No more than four (4) motor vehicles owned by any one unit owner or resident will be permitted on the property. These shall be public street licensed and operated only by licensed operators with proper insurance.

C. **Garage Parking.** Except as provided in Section II.B., the following shall apply:

1. Garages shall not be used for storage or other purpose to the extent that two (2) passenger automobiles are excluded.

2. Commercial vehicles, trucks and any other motor vehicle of any type displaying advertising or signs owned by residents of Heritage Landing must be parked inside garages at all times except during ingress and egress directly to and from the property.

3. Motorcycles, motorbikes, motor scooters, bicycles, golf carts or other similar vehicles shall be parked in garage space.

D. Parking other than in Garages.

1. Except as limited by the provisions contained in paragraph X.D.6 below, no more than two motor vehicles (the third and fourth owned by a unit resident) will be permitted to be parked in the driveway outside of the garage.

2. No recreational vehicles, campers or commercial vehicles (larger than four wheels or larger than a garage will accommodate) will be permitted on the common elements except in traveling to and from designated parking areas (if any) authorized by the Property Manager. Boats and trailers are not permitted on the property at any time except when stored inside garages on the single family lots.

3. No automobile belonging to a resident or to a resident's family member, guest or employee shall be parked in such a manner as to impede, impair or prevent free and unrestricted passage of vehicle on the roadways or in driveways on the property.

4. No automobiles or other motor vehicles may be parked overnight along the roadways on the property except that in the event a resident has an occasional overnight guest, and the resident's driveway is such that parking the guest's automobile in the driveway would prevent passage of other residents to their respective units, the guest's automobile may be parked overnight on the roadway but in such a manner as to allow free and unrestricted passage of vehicles on the roadway and to and from all driveways.

5. No commercial vehicles operated by any vendor shall be parked in driveways or on roadways overnight.

6. If two units share a driveway, the provisions set forth above in paragraph X.D.1 are modified herein. For a shared driveway, the number of vehicles owned and maintained on the property by a unit owner shall be limited to the number which may be parked inside the garage and immediately outside the garage in a manner so as not to impede another unit owner's ingress or egress from his garage and/or parking area.

7. Except for Association maintenance vehicles, no vehicles including moving vans shall be driven or parked with wheels on curbs, sidewalks, walks to front doors or grassed areas. Also, note Section VIII. G.

8. Residents, their guests and contractors shall not park on the street in front of mail boxes from 9:00 am until 4:00 pm.

E. Operation of Motorcycles, Motorbikes, Motor Scooters or Similar Vehicles.

Such vehicles shall not be operated within the property except for the purpose of

transportation directly from a garaged parking space to a point outside the property, or from a point outside the property to a garaged parking space, as provided in the Master Deed of the Association. Also, note

F. **Safety and Comfort of Residents.** Residents, their employees, servants, agents, visitors, licensees and resident's/unit owner's families shall obey the speed limit and parking regulations herein and any other traffic regulations published in the future for the safety, comfort and convenience of the residents.

G. **Vehicle Decals:** These are available for residents' vehicles from the Management Office. When a resident or unit owner sells or trades in a vehicle or moves from Heritage Landing the decals must be removed from the vehicles. An annual year sticker is used to supplement the Heritage Landing sticker and these may be picked up at the Management Office starting in December for the following year.

XI. PEDESTRIANS AND JOGGERS.

Pedestrians and joggers should use side walks where available so that traffic may flow in both directions at the same time. Reflective clothing or shoes should be worn in the dark hours or a flash light to warn drivers should be used.

XII PETS

For purpose of these Rules and Regulations, a "pet" is defined as a common domestic household animal such as a dog, cat or bird. Any animal which does not clearly fall within the foregoing description of a "pet: must be approved by the Board of Directors prior to being admitted to the property.

A. **Number of Pets.** No more than two (2) pets may be kept and maintained in any unit by Heritage Landing residents. .

B **Leashes Required.** Pets must be leashed when taken outdoors for periods of exercise or relief and must be accompanied by a responsible individual who will control and is capable of controlling them.

C. **Removal of Pet Waste.** Owners are responsible for the prompt removal and disposal of pet waste from all common areas (lawns, sidewalks, driveways, roads, etc.). Pet owners shall make every effort to use the pet relief areas where disposal bags are provided.

D. **No Free Roaming.** A pet shall never be allowed to roam freely on premises outside the resident's unit or be left on a patio or porch unattended or be tethered in the common area or limited common area. (Sundecks are examples of limited common area.)

E **Noise**. No pet shall be permitted to engage in excessive or frequent barking, howling, whining or any long term noise which disturbs another resident's peaceful enjoyment of his or her unit or the common area.

F. **Restricted Areas**. Pets are not permitted in the clubhouse, at swimming pools and pool areas, on the tennis court or in the residents' flower garden areas. Pet owners should respect residents' privacy and not walk pets in residents' backyards.

G **No Commercial Purposes**. No animals or birds of any kind shall be raised, bred or kept for commercial purposes in any unit or in the common areas.

H **County Registration**. Each dog and cat is required to wear a county registration tag as well as a current tag evidencing inoculation against rabies.

I **Pets of Guests**. The residents are responsible for making guests with pets aware of the rules and are responsible that all rules are observed.

J. **Violations**. Residents who violate the above pet rules and regulations shall receive a letter of warning of such violation from the authorized Association agent. If continued violations occur after receipt of such warning, a fee not to exceed \$25.00 per week based on the severity of the violation(s) will be added to the monthly Association bill. If, after receipt of a second letter of warning from the Association agent, continued violations occur, the Association may make a decision requiring that a pet be removed from a unit and from Heritage Landing and shall henceforth be neither returned nor replaced in any unit or any part of the general or limited common elements.

K **Pet Emergencies**. When an emergency situation exists which jeopardizes the health, safety, or welfare of the property or people of Heritage Landing, the Property Manager, Board of Directors, an Officer of the Association or any one of them, may take immediate corrective or restraining action necessary to remove or abate such danger provided, however, that within ten (10) days after such action the unit owner whose pet or whose resident's pet has caused such emergency situation may make written request to the Board of Directors that a special meeting of the Board of Directors be held, at which meeting such unit owner may appeal the corrective or restraining action. Within seven (7) days after receipt of the unit owner's request, the Board of Directors shall hold the special meeting at which it will approve or disapprove such action.

XIII. PURCHASE AND SALE OF UNIT

A. **Responsibility of Seller**. It is the responsibility of the unit owner to give the Board written notice of a proposed sale of his or her unit. Refer to Section 21 of the Master Deed. A copy of the form to use for this notice is available from the Property Manager.

B. **Unit Structural Modifications.** The seller must provide the potential buyer with a statement as to the structural modifications of the unit which are the unit owner's responsibility to maintain. A copy shall be given to the Property Manager with the notice of A. above

XIV. ESTATE SALES

In the common meaning of this term, such sales are not allowed. However, the following procedure is allowed:

A. **Eligibility.** The unit is being sold due to death of the owner or the owner is moving to a retirement community

B. **Advertisement.** Advertisements may be made in the news media providing a telephone number and/or e-mail address and stating the sale is by appointment only. No address or reference to Heritage Landing shall be given.

C. **Appointments.** The seller may make up to three appointments in any one hour between 9:00 am and 5:00 pm and may give directions to potential buyers who make appointments.

D. **Notifications.**

1. At least two days in advance, the Property Manager and adjacent unit owners shall be advised of the sale and the days in which appointments will be made The sale should not continue beyond two weeks.

2. If the sale is to include a weekend day, the Gate House guard shall be notified of each appointment made, the potential buyer's name and expected arrival time.

E. **Sale Items.** No additional items may be brought to the sale from outside the unit and all items must be displayed within the unit. None may be displayed outside in the common element.

F. **Signs.** No signs, posters or bills shall be posted anywhere on Heritage Landing property.

XV. LEASES

A. **Agreements.** A standard lease agreement was adopted by the Board for use by Association members who rent or lease their units. Copies of the agreement application are available in the Association office.

B. **Twelve Month Duration.** Only one lease will be permitted for a unit in any twelve month period without special approval by the Board.

C. **Lease Information Required.** Each proposed lease shall be presented to the Property Manager for Board approval.

XVI. MISCELLANEOUS

A. **Sound Restrictions.** Sound-producing mechanisms such as musical instruments, stereos, television sets, etc. shall be operated at or below conversational level and at reasonable hours to ensure quiet enjoyment for neighboring residents.

B. **Litter Removal.** Residents must be sure that movers, delivery personnel and workmen remove all litter after performing their services. The residents are responsible at all times for the actions of their employees and agents.

C. **Injuries.** Any injury or accident involving a resident or guest on Association property should be reported to the Property Manager immediately,

D. **Garage and Yard Sales.** Garage and yard sales are not permitted.

E. **Exterior Hose Bibs.** Homeowners are required to pay for materials and labor to replace exterior frost-proof hose bibs. They are also responsible to pay for replacement of insulated window or door units after the window or door's warranty has been violated by application of solar film decals or by any other means.

F. **Satellite Dishes.** Miniature digital satellite television antennas are not permitted.

G. **Exterior Holiday Lighting.** Residents must remove exterior holiday lighting from shrubs and trees by January 15th each year.

H. **Permanent Landscape Lighting.** Homeowners are responsible for the cost of all repairs and/or replacement of their low level landscape lighting.

XVII. ASSESSMENTS- LATE CHARGES

Monthly Association fees are due on the first day of each month and must be received in the Association office by the tenth day to avoid a 10% penalty which goes into effect on the first business day following the tenth day of the month. The Association does not send monthly invoices. Checks should be made payable to the Heritage Landing Condominium Association or to H.L.C.A. If mailed, the address is 1100 Heritage Landing Drive, Chattanooga, TN 37405.