

## **RULES AND REGULATIONS FOR BRIDGEVIEW ON NORTHSORE**

The Board of Directors of BridgeView Condominium Owners Association, Inc., a Tennessee nonprofit corporation, hereby adopts the following Rules and Regulations to govern the use and occupancy of the Property.

1. **Terms.** All capitalized terms and phrases used herein, where applicable, shall have the meanings defined in the Master Deed and Declaration of Covenants, Conditions and Restrictions of BridgeView on Northshore.

2. **Amendment.** These Rules and Regulations may be amended, altered or changed by an affirmative vote of the members of the Board of Directors.

3. **Applicable Law.** Notwithstanding any provision contained herein to the contrary, all Unit Owners and their guests shall be expected to know and abide by all applicable federal, state and local laws, ordinances, codes and regulations.

4. **Maximum Occupancy.** No more than two (2) persons per bedroom shall reside in any Unit. Any person staying more than thirty (30) consecutive days or more than ninety (90) total days in any twelve (12) month period at a Unit, whether or not the Unit is considered to be their legal residence, shall be considered to reside at the Unit.

5. **Animals.** Subject to these Rules and Regulations and the other Governing Documents, Unit Owners shall be allowed to keep Household Pets. Each Unit may house either two (2) Household Pets each of less than twenty (20) pounds when fully grown or one (1) Household Pet of less than forty (40) pounds when fully grown. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Any animal that behaves aggressively towards other Unit Owners or their guests may be removed from the Property immediately if the Board believes it to be in the interest of safety. All Household Pets must be on a leash when not inside a Unit and Unit Owners will be expected to clean up after their pets. The Board may determine, in its sole and absolute discretion, whether or not a particular animal or group of animals is a Household Pet.

6. **Parking.** Unit Owners shall be assigned numbered parking spaces in the Building's parking garage. Guests of Residential Unit Owners shall park off the Property on the adjacent public parking lot. Commercial Units may have special parking areas assigned to them. Neither Residential Unit Owners nor their guests may park in any parking space marked for use by customers and employees of the Commercial Units. No mobile or motor home, truck larger than 3/4 ton, camper, tent, trailer or boat shall be parked on the Property without the prior approval of the Board. No vehicle of any kind shall be constructed, reconstructed, repaired, serviced or washed on the Property; provided, however, the provisions of this paragraph shall not apply to emergency vehicle repairs. No inoperable motor vehicle shall be parked on the Property for more than 24 hours. No motor vehicle shall be allowed on any portion of the Property not designated specifically as a street, driveway or parking area. Unit Owners may be issued and

required to display parking tags or decals. Vehicles may not be unreasonably loud, nor create an excessive amount of smoke, exhaust or other fumes. Any vehicle found to be in violation of this paragraph may be towed immediately at its owner's expense.

7. **Security.** Unit Owners shall not alter, bypass or tamper with the Property's security system. Although the Association may provide some type of security or surveillance for the Property, the Association shall not be responsible for any damage or injury to persons or property resulting from criminal activity on the Property. Unit Owners shall observe the following safety and security guidelines:

- (a) Do not let any person not known to you into the Building.
- (b) Report any suspicious activity to the police and to the Building's manager.
- (c) Do not leave any outside access door propped open or unlocked.
- (d) Do not give access codes or devices to guests.
- (e) Keep Unit doors closed and locked.
- (f) Do not leave valuables in your automobile.

8. **Access.** Unit Owners shall provide the Association with a key and any other devices or information necessary in order to access the Units in the event of an emergency.

9. **Nuisances.** No rubbish or debris of any kind shall be permitted to accumulate upon or adjacent to any Unit or within the Common Elements, and no odor shall be permitted to arise therefrom so as to render any portion of the Property unsanitary, unsightly or offensive. No exterior speakers, horns, whistles, bells or other sound devices shall be located or used by any Unit. Televisions, stereos and other noises shall be kept to a reasonable volume so as not to disturb other Unit Owners.

10. **Quiet Hours.** Unit Owners and their guests shall take great care not to create any noise or disturbance which would bother the other Unit Owners after the hour of 10:00 p.m. and before the hour of 8:00 a.m.

11. **Trash Containers and Collection.** All rubbish, trash and garbage shall be kept inside the Units until taken to central containers provided by the Association as directed by the Association. Under no circumstances may any trash be burned on the Property.

12. **Fire System.** The Building is equipped with a fire alarm and suppression system. No Unit Owner or guest may disable or otherwise tamper with any component of this system. Unit Owners shall comply with all directions from the Association with regard to maintenance of the smoke detectors located inside the Units.



13. **Window Treatments.** Subject to Section 4.4 of the Master Deed, all draperies, blinds, shutters and other window treatments in the Residential Units shall appear white from the exterior. No signs, flags, decorations or other non-traditional window treatments shall be allowed in the Residential Units. Signs may be placed in the windows of Commercial Units in accordance with the Master Deed. Residential Unit Owners may not change the tint, color or overall appearance of the windows.

14. **Balconies.** Residential Unit Owners may place patio furniture and plants on their balconies; provided, however, that the Board may require a Unit Owner to remove furniture or plants which the Board, in its sole and absolute discretion, determines to be of substandard quality or condition or otherwise inappropriate or not in keeping with the overall aesthetics of the Building. Unit Owners may not hang laundry or display signs, flags, lights or holiday decorations on the balconies. Because of the high visibility of the balconies, all Unit Owners are expected to keep their balconies clean and neat.

15. **Grilling.** If allowed by applicable law, Residential Unit Owners may keep and use gas or electric grills on their Balconies. No other types of grills shall be allowed. When not in use, all grills shall be kept under a grill cover. Grilling shall not be allowed in the Common Elements.

16. **Lighting.** No colored lights may be used if such lights are visible from the exterior of the Building. Only the Association may alter the exterior lighting of the Building.

17. **Smoking.** Smoking shall only be permitted inside of the Residential Units and on the balconies. Smokers shall properly dispose of their cigarette butts.

18. **Hazardous Materials.** Except for types and quantities reasonably appropriate and necessary for household use, no flammable, poisonous, explosive or otherwise hazardous materials may be used or stored on the Property. No fireworks of any kind may be used or stored on the Property.

19. **Enforcement.**

(a) The fines and penalties for the first breach or violation of these Rules or of any of the other Governing Documents may include: (i) suspensions, for a period not to exceed sixty (60) days, of (A) the use or enjoyment of any facilities within the Common Elements of the Property, (B) any services the Association may be providing to the Unit or Unit Owner, and/or (C) the right to vote and/or; (ii) a monetary fine not to exceed Five Hundred and No/ 100 (\$500.00) Dollars, or any combination of the foregoing. Subsequent breaches or violations may include suspensions of one or more of the above stated membership rights for a period not to exceed one hundred fifty (150) days, a monetary fine not to exceed One Thousand and No/100 (\$1,000.00) Dollars, or both.

(b) No fine or penalty shall be levied for a breach or violation of the Rules or other Governing Documents without complying with the following procedure:

- (i) A written statement of the alleged violations shall be provided to the Unit Owner against whom such charges are made and such written statement shall provide a date on which the charges shall be heard.
- (ii) No proceedings under this Section shall be brought against any Unit Owner unless such Unit Owner has received a written statement of charges at least ten (10) days prior to the hearing.
- (iii) The Board shall appoint a panel of three (3) uninterested Unit Owners who shall hear the charges and evaluate the evidence of the alleged violation. At the hearing the Unit Owner charged shall have the right to present oral and written evidence and to cross-examine adverse witnesses.
- (v) Within seven (7) days after the hearing the panel shall deliver to the Unit Owner charged a written decision which specifies the fines or sanctions levied, if any, and the reasons therefore.

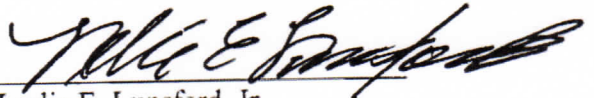
(c) Any monetary fine imposed hereunder may become a lien against the Unit Owner's Unit in accordance with Section 6.9 of the Master Deed.

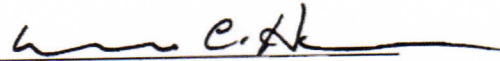
(d) In the event that a Unit Owner shall correct an alleged violation prior to the hearing date, the Board may, in its discretion, discontinue the proceedings.

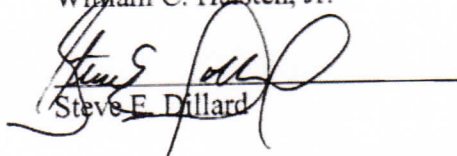
**20. Conflict.** In the event of a conflict between any of the provisions of the Act and the Governing Documents, then the following order of preference shall control (1) the Act, (2) Master Deed, (3) Charter, (4) By-laws and (5) the Rules of the Association.

**(SIGNATURE PAGE FOLLOWS)**

The foregoing rules and regulations are hereby approved and adopted by the Board of Directors this 12<sup>th</sup> day of June, 2008. This instrument may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

  
Leslie E. Lunsford, Jr.

  
William C. Haisten, Jr.

  
Steve E. Dillard

**DIRECTORS**