



20230327-0021947

**RIVER PLANTATION SECTION VIII, PHASE II,
RULES AND REGULATIONS
Effective March 14, 2023**

1. These Rules and Regulations, effective March 14, 2023, supersede and replace all previous Guidelines and Rules and Regulations.
2. Homeowners are responsible for all their tenants, residents, guests, and family members.
3. Homeowners must inform the aforementioned persons of the By-laws and Rules and Regulations of River Plantation Section VIII, Phase II, and make sure that they comply.
4. Homeowners, tenants, residents, guests, and family members may NOT cause or permit a nuisance or any unusual or objectionable noise or odors to be produced upon or to emanate from their units. Noise examples include television, radios, pets, etc. Odor examples include tobacco smoke, marijuana smoke, vape smoke, pet waste, etc.
5. Regular hot tubs are allowed on patios pending a variance request. (The Variance Request form is available on our website; a paper-based form is attached to these Rules and Regulations as Exhibit 2.) Collapsible-sided hot tubs are NOT allowed on patios or in the common areas.
6. The only air conditioners allowed in a window are the slim-line types that show only a white strip at the bottom of the window with the mechanical portion of the air conditioner located inside the unit. Window air conditioners are not allowed to extend outside the window. Window fans are NOT allowed.
7. As stated in the By-laws, Article V, Section 14, all changes, alterations, or improvements made to the exterior of a unit that alters the original construction must be approved in writing by the Board of Managers through the submission of a Variance Request form. (The Variance Request form is available on our website; a paper-based form is attached to these Rules and Regulations as Exhibit 2.) The homeowner must pay for all such changes and any subsequent damages or leaks. Examples include windows; fences; patio covers; awnings; doors; television or radio antennas; satellite dishes; painting or staining; any outside wiring for cable, telephone, or internet; installation of additional HVAC unit outside, etc.
 - a. Wiring for cable, telephone, internet, etc. requires a variance request that identifies the location(s) where the wire will originate and will enter the unit and/or storage shed. Drilling into siding and brick should be minimized. Absolutely no

drilling is permitted on roofs. This variance request must be approved in writing by the Board of Managers before any installation occurs.

- b. Television and radio antennas and satellite dishes can be mounted only on a pole, the fence, or the storage shed. They can NEVER be mounted on the exterior walls of the unit or the roof. A variance request that identifies the location(s) must be approved in writing by the Board of Managers before any installation occurs.
- c. All replacement windows must be approved in writing by the Board of Managers through the submission of a Variance Request form before installation. Windows must be cream to match the trim, unless the original trim is white, in which case the windows may be white. All windows, except those on the patio or lower-level rear of units, must have grids/grills like the original construction windows. Front window trim or wrap should match the trim color on the front of the unit. Side window trim or wrap should match the trim color on the side of the unit. All rear windows should be trimmed or wrapped in cream to match the siding.
- d. All concrete carport surface sealing must be approved in writing by the Board of Managers through the submission of a Variance Request form. Painting, lining, or paving of the concrete carport surface is not permitted. Carport surfaces must conform to the other units and the original construction.
- e. Patio fences, including the gates, must maintain their original construction design, size, and appearance and must match the height of the carport neighbor's fence. All replacements and changes must be approved in writing by the Board of Managers through the submission of a Variance Request form. Patio fences may be sealed, but NOT painted. Opaque sealers or stains are NOT to be used.
- f. All coverings or awnings added to the patio, carport, or any other part of a unit must be approved in writing by the Board of Managers through the submission of a Variance Request form. Tarps used underneath the carport roof must be neutral in color. It is recommended that the tarps be taut and slightly higher in the middle so condensation can drain off. Nothing may be attached to the carport roof using an adhesive. Permission is required for the installation of a tarp or condensation barrier. The tarp must always be maintained in good condition.
- g. Mailboxes and mailbox numbers may NOT be replaced by homeowners. Contact the Management Company or the on-site manager with any mailbox issues, and the mailbox and/or mailbox numbers will be repaired or replaced.

8. Rules for parking are as follows:

- a. Driveways, sidewalks, entrances, exits, and common parking areas for all buildings must always be unobstructed for the free flow of emergency vehicles.
- b. Homeowners, tenants, residents, guests, and family members may **NOT** allow any vehicle to be parked on any carport if the vehicle extends beyond the carport into the common driveway.
- c. If homeowners, tenants, residents, guests, and family members need temporary parking for a large vehicle, such as a camper, boat, bus, trailer, recreational, commercial-type, or similar vehicle, a Large Vehicle Parking Request form must be approved in writing by the Board of Managers before the vehicle is parked. Such authorized vehicles may be present for no longer than seven (7) days. Each homeowner and/or tenant is permitted to make a request for such large vehicle parking no more than two (2) times within a calendar year. (The Large Vehicle Parking Request form is attached to these Rules and Regulations as Exhibit 3).
- d. Storage pods or other containers used by a homeowner, tenant, or their contractors must be placed in the homeowner's carport. If a homeowner or tenant needs to temporarily park a pod or container in guest parking instead of in their carport, the homeowner or tenant must submit a Large Vehicle Parking Request form that must be approved in writing by the Board of Managers before the pod or container is parked. Failing to adhere to this policy can result in the pod or container being removed at the homeowner's expense.
- e. Any vehicle (including large vehicles authorized as described above) parked in guest parking may **NOT** impede upon driveways or sidewalks.
- f. After forty-eight (48) hours of written notice or tow tag, if the homeowner or tenant has failed to remove the vehicle, the Board of Managers or the Management Company reserves the right to have the vehicle towed at the homeowner's expense.
- g. No vehicle, trailer, pod, or other storage vehicle/container may be parked in the grassy common areas or on the sidewalks at any time.

9. Rules for plantings, landscaping, and ornamentation are as follows:

- a. Shrubbery planted by the Homeowner's Association in the front planting beds will be maintained and mulched by the Association's landscaper. If a homeowner wants to change or add trees or shrubs in the front planting beds, they must obtain approval in writing by the Board of Managers through the submission of a Variance Request form before planting.
- b. No vines of any type can be allowed to climb the home or storage shed or cross over to another property.
- c. All plantings, landscaping, and decorations inside the homeowner's patio fence enclosure are the sole responsibility of the homeowner. Any issues or damages caused by these plantings, landscaping, decorations, or tree roots will be the sole financial responsibility of the homeowner. Trees planted inside the homeowner's patio fence enclosure must be no taller than the roof of the carport. The Board of Managers reserves the right to require the homeowner to trim or remove landscaping that poses a threat of damage to the siding, gutters, exterior walls, shed, or roofs of a unit.
- d. Rules for plantings in the common areas on the side of the home, the shed, or the fence are as follows:
 - i. Trees, shrubs, flowerbeds, or foliage of any kind planted in the common areas on the side of the home, the shed, or the fence must first be approved by the Board of Managers through the submission of a Variance Request form.
 - ii. Maintenance and upkeep of these plantings are the sole responsibility of the homeowner, and any issues caused by these plantings, landscaping, decorations, or tree roots will be the sole financial responsibility of the homeowner.
 - iii. All plantings and their foliage must be kept at least twelve (12) inches from the unit or shed sides and must NOT create a hazard or additional expense to the Association, impede access to the common grounds, and/or become unsightly due to overgrowth and weeds. Plantings alongside the shed must not touch the shed.
- e. Birdseed feeders are permitted only on patios. They may NOT be placed in trees, flowerbeds, or common areas.

10. Homeowners, tenants, and residents must keep their unit's front stoop, storage shed, trash bin, carport, and patio to which they have sole access in a good state of preservation and cleanliness. Carports may NOT be used for storage. Examples of items not to be kept on the carport are grills, unplanted flowerpots, lumber, bricks, tools, wheelbarrows, recycle bins, firewood, trailers, household furniture of any kind, excessive plants, bicycles, strollers, barrels of any kind etc.
11. Rules regarding trash removal and recycling are as follows:
 - a. Trash bin areas should be left unobstructed for ease of trash collection and may NOT be used for storage.
 - b. All garbage must be put into plastic (thirteen (13)-gallon) trash bags, tied and placed in containers in the trash bin area. Pickups occur on Monday and Thursday.
 - c. All trash cans and/or recycling containers to be picked up by our trash collection company must be kept inside the unit's trash bin area, storage shed, or patio except on pickup day. Recycled materials should be placed in clear plastic bags that are securely tied for pickup. Glass should be placed in a separate box or bag. Cardboard should be broken down and separated from other recyclables. Rinsed tin and plastic and paper may be placed in the same clear plastic bag. No diapers or soiled food materials may be recycled.
12. Yard waste, including clippings from shrubbery and plantings, must be placed in recyclable brown paper bags. Metro will pick up these bags quarterly. Homeowners will be notified when Metro will pick up, and only at that time may the bags be set out on General George Patton Rd. or Sawyer Brown Rd. Information regarding pickup dates and rules are on the website for Nashville Public Works at <https://www.nashville.gov/Public-Works/Neighborhood-Services/Yard-Waste-Composting/Brush-Yard-Waste-Collection.aspx>. As an alternative, there is a free Metro yard waste drop-off location at 6401 Centennial Blvd. (entrance by West Nashville Wrecker Service) that is open Monday – Saturday.
13. A flag or decorative flag may be displayed from a front porch pillar and/or at the end of the storage shed of the unit. The flags must always be kept in good condition.
14. Rules regarding signs are as follows:
 - a. Signs are NOT to be displayed in the common areas except for unit "For Sale" signs and estate sale signs.

- b. "For Sale" signs advertising the sale of units may be displayed from Friday evening through Sunday evening only. The size should not exceed approximately thirty (30) inches in height by thirty (30) inches in width.
- c. No unit yard/carport sale signs may be displayed except for estate sales and an entire Section VIII yard/carport sale. A combined carport sale will be held at least once a year for the purpose of yard sales.
- d. Signs of any kind may NOT be placed in windows or doors with two (2) exceptions:
 - i. Security alarm system signs and Metro alarm permits be placed at the front and/or rear of the units. The signs may NOT be larger than sixteen (16) inches in height by sixteen (16) inches in width. Alarm system signs may NOT be nailed to the homes, doors, or front posts.
 - ii. Sixty (60) days before an election, political signs may be displayed only in the inside, upper part of the two (2) front windows on the main level of each unit. No lights of any sort are permitted to draw attention to the sign. Political signs must be removed within one (1) day of the election. No political sign may be displayed in any common area, on fences, or in carports.

15. River Plantation Section VIII, Phase II, can maintain a permit to operate its pool only if all homeowners, tenants, residents, guests, and family members obey the rules for using the pool. The rules for using the pool are as follows:

- a. No glass is allowed inside the pool area, not even in the garbage cans.
- b. No food is allowed inside the pool area.
- c. No alcoholic beverages are permitted inside the pool area.
- d. No smoking is allowed inside the pool area.
- e. No profanity may be used inside the pool area.
- f. No animals are allowed inside the pool area.
- g. No diving from the side of the pool or from chairs is permitted.
- h. No non-resident guest shall enter the pool area without being accompanied by a homeowner or tenant.
- i. No children under fourteen (14) years of age shall be inside the pool area without a supervising adult accompanying them.

16. Unattended dogs or cats may NOT be allowed to roam on the common grounds at any time. All pets should be leashed and must be under the supervision and control of the homeowner, tenant, or designated caregiver at all times. Pets are NOT to be tethered anywhere in the common areas, front doors, or porches. Section VIII, Phase II, provides a fenced dog park for homeowners, tenants, and their guests to use. In consideration of all homeowners, it is mandatory that dog or cat owners clean up after their pets.
17. Play in the common areas may occur between the hours of 9:00 a.m. and 8:00 p.m. The area must be kept clean of discarded water/drink bottles and snack food wrappers, as well as toys and sporting equipment. Any damage that occurs to landscaping or light posts as a result of play will be corrected or repaired at the homeowner's expense.
18. Homeowners, tenants, residents, and guests should not instruct nor complain directly to any employees or contractors hired by the Board of Managers or the Management Company. Instead, complaints regarding service (including lawn service, trash removal, etc.) should be made to the Management Company or the on-site manager.
19. The Board of Managers reserves the right to make, amend, or repeal the Rules and Regulations from time to time as may be necessary for the safety, care, and cleanliness of River Plantation Section VIII, Phase II, in keeping with the By-laws. This includes, but is NOT limited to, the use of the pool, clubhouse, swings, courtyards, common drives, parking areas, and all common grounds.
20. Open Board meetings will be held periodically at the clubhouse and are open to all homeowners or their representatives. All business will be conducted by the Board based on an agenda that is provided to homeowners approximately three (3) days before the meeting.
21. Exhibit 1 attached to this document identifies which aspects of maintenance are the responsibility of the Association and which items are the responsibility of the homeowner.
22. If a homeowner is in violation of a Rule or Regulation, the Board of Managers shall issue a ten (10) day warning to have the violation corrected; if after ten (10) days the violation has not been corrected or arrangements have not been made between the HOA Board of Manager and the Homeowner, a \$25 fine will be accessed to the Homeowner's Association (HOA) account and accrue at the rate of \$25.00 every ten (10) days thereafter, until the violation is corrected.

23. Rules regarding leasing are as follows:

- a. No unit shall be leased or subleased to any transient lessee or occupant, or to a lessee or occupant, for a term of less than one (1) year. This includes, but is not limited to, short-term leases through rental or leasing agencies or entities such as Airbnb®, VRBO®, or other similar online rental agencies, as well as agencies with actual physical locations.
- b. Units may be leased only in their entirety. No fraction or portion may be leased without prior written Board of Managers approval.
- c. Owners desiring to lease the entirety of their units for a period of one (1) year or longer may do so only if they have applied for and received a Leasing Permit, a Hardship Leasing Permit, an Exemption, or are grandfathered in pursuant to the By-laws. All Leasing Permits, Hardship Leasing Permits, or Exemptions shall be valid only as to a specific owner of a unit and shall not be transferrable between either units or owners.
 - i. The request of a unit owner for a Leasing Permit for a unit shall be approved if the unit owner has continuously and physically resided in the unit for at least twelve (12) months prior to the request and current, outstanding Leasing Permits have not been issued for more than sixteen (16) units in the condominium complex. Leasing Permits shall be issued by the Board of Managers through the submission of a Request for Leasing Permit form. (The Request for Leasing Permit form is attached to these Rules and Regulations as Exhibit 4.) If a Request for Leasing Permit is denied, the unit owner will automatically be placed on a waiting list for the next available Leasing Permit. A Leasing Permit will be automatically revoked upon the following:
 1. The unit owner fails to enter into a Lease Agreement within three (3) months of the Leasing Permit being issued.
 2. If, between tenants, the unit remains unleased for a period of three (3) months; or
 3. Ownership of the unit is transferred to another person or entity.
 - ii. Hardship Leasing Permits shall be issued by the Board of Managers through the submission of a Request for Hardship Leasing Permit form.

(The Request for Hardship Leasing Permit form is attached to these Rules and Regulations as Exhibit 5.) Lease Agreements are still required even if the unit owner does not require rent from the tenant(s). Hardship Leasing Permits shall be valid for a term not to exceed one (1) year and cannot be renewed or extended except for deployment of active military. Hardship Leasing Permits shall be automatically revoked if, during the term of the permit, the unit owner is approved for and receives a Leasing Permit.

- iii. A family exemption to the requirements that a unit owner must have continuously and physically resided in the unit for at least twelve (12) months prior to the request and current, outstanding Leasing Permits have not been issued for more than sixteen (16) units in the condominium complex will be made for unit owners who lease or permit an immediate family member (spouse, parent, sibling, or child) to live in the unit. Family exemptions shall be issued by the Board of Managers through the submission of a Family Exemption Registration form. (The Family Exemption Registration form is attached to these Rules and Regulations as Exhibit 6.) Family exemptions shall be renewed annually.
 - iv. A trust exemption to the requirements that a unit owner must have continuously and physically resided in the unit for at least twelve (12) months prior to the request and current, outstanding Leasing Permits have not been issued for more than sixteen (16) units in the condominium complex will be made for a unit owner that is a trust as of May 1, 2019. Trust exemptions shall be issued by the Board of Managers through the submission of a Trust Exemption Registration form. (The Trust Exemption Registration form is attached to these Rules and Regulations as Exhibit 7.) Trust exemptions shall be renewed annually.
- d. Notwithstanding the leasing requirements under the By-laws, leasing which is authorized pursuant to a Leasing Permit, Hardship Leasing Permit, Exemption, or Grandfather Provision, shall be governed by the following provisions:
- i. Leasing is defined as exclusive occupancy of a unit by any person other than the owner. Occupancy by a roommate of an owner who occupies the unit as such owner's primary resident shall not constitute leasing.
 - ii. There can be no subleasing of any unit or assignment of leases without prior written Board of Managers approval.

- iii. All leases must be for an initial term of not less than one (1) year, except with written Board of Managers approval.
- iv. A Unit Owner must submit an initial Lessee Registration form and a copy of the proposed Lease Agreement to the Board of Managers no more than three (3) months and no less than ten (10) business days prior to executing or extending a lease. (The Lessee Registration form is attached to these Rules and Regulations as Exhibit 8.) Thereafter, a Unit Owner will submit an updated Lessee Registration form and a current copy of the Lease Agreement to the Board of Managers each time a Lease Agreement is executed or extended.
- v. Within seven (7) days of the execution of a Lease Agreement, a Unit Owner must provide an executed copy to the Board of Managers.
- vi. The Unit Owner must provide the lessee(s) copies of the Master Deed, By-laws, and the Rules and Regulations, together with all amendments. The Unit Owner shall cause all occupants of the Unit to comply with all rules contained in these documents, and the Unit Owner shall be responsible for all violations and losses to the Common Elements or Limited Common Elements caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable. The Unit Owner's failure to adhere to these requirements may result in monetary penalties as determined by the Board of Managers. The Board of Managers may also suspend a Unit Owner's ability to lease his or her Unit for a period of twelve (12) months for failure to adhere to these requirements. When there is a violation by a lessee or a person living with the lessee of the Master Deed, By-laws, or the Rule and Regulations for which a fine is imposed, notice of the violation will be given to the Unit Owner as well as the lessee. A fine may be assessed against the Unit Owner's HOA account. Unpaid fines shall constitute a lien against the Unit. Lessee violations of Association Rules and Regulations and By-laws are grounds for eviction of the tenant. The Lease Agreement will specify that while landlords are responsible for ensuring that their tenants obey rules, the Board of Managers has the authority to evict tenants who violate the Association Rules and Regulations and By-laws, if the landlord fails to do so. The Board may assess the eviction costs, including but not limited to Attorney Fees, to the Unit Owner.

Exhibit 1. Responsibility for Maintenance

Item That Needs to Be Maintained	Homeowner Responsibility	HOA Responsibility
Roof and gutters on house		X
Cleaning of gutters on carport		X
Siding and exterior trim		X
Painting on exterior including doors and shutters		X
Interior of the condominium, all maintenance (including repair required due to water damage resulting from roof leak)	X	
Windows and exterior doors (including sidelights and replacement/repair/weather seals)	X	
Attic fans and ventilation, vents for appliances	X	
Utilities and related components, either inside or outside the home (wires, plumbing, etc.) <ul style="list-style-type: none"> - Plumbing from outside wall to meter - Plumbing inside unit - All electric wiring leading into unit and inside condominium - All gas lines leading into unit and inside condominium and on patio 	X	
Air conditioning, furnace, and water heater	X	
Front porch, stoop, steps	X	
Carport <ul style="list-style-type: none"> - Gutters (except cleaning) - Cover and hardware - Posts - Concrete 	X	
Storage shed <ul style="list-style-type: none"> - Framing and any structural repairs - Interior electrical and lights - Interior insulation/shelving/etc. 	X	
Storage shed <ul style="list-style-type: none"> - Siding, trim, and paint 		X
Patio <ul style="list-style-type: none"> - Slab - Cinderblock wall between condominiums - Fence, all maintenance - Cover, if one has been added - All plantings 	X	
Side beds <ul style="list-style-type: none"> - All vegetation, mulch, and edging 	X	

Item That Needs to Be Maintained	Homeowner Responsibility	HOA Responsibility
Beds on the front of the condominium - Shrubs that were planted by the HOA - Edging and mulching		X
Beds on the front of the condominium - Trees and shrubs that were planted by the homeowner (Permission from the Board required)	X	
Lawn and common space		X
Trees in common space that were planted by the HOA		X
Trees that were planted by the homeowner (Permission from the Board required)	X	
Sidewalks (common)		X
Sidewalks between common sidewalks and house	X	
Lights connected to individual condominium meters on the porch, by the back door, and inside the carport	X	
Lights on the shed by the driveway (alley lights)		X
Post lights		X
Driveways		X
Mailboxes		X
Clubhouse, all maintenance		X
Pool, all maintenance		X

Exhibit 2. River Plantation Section VIII, Phase II, Variance Request Form

**River Plantation Section VIII, Phase II,
Variance Request**

Submitted by (print name): _____ Unit #: _____

Phone: _____ Email: _____

I request to make the following changes and/or additions to my unit. By signing below, I affirm that I am the owner of the above unit and understand that any modifications or additions to both my unit and the common grounds immediately adjacent to my unit will be my responsibility to maintain and/or repair in accordance with the By-laws of River Plantation Section VIII, Phase II.

I am requesting permission to do the following:

Please attach any drawings or additional details that will help the Board determine the exact scope of work to be completed.

Any variation from what is granted by the Board may subject the homeowner to removal and replacement of the change at the expense of the homeowner.

Homeowner's signature: _____ Date: _____

Board Actions Taken (requires three signatures)

Approved _____ Denied _____ Date: _____

Signed: _____

Comments:

Exhibit 3. River Plantation Section VIII, Phase II, Large Vehicle Parking Request Form

**River Plantation Section VIII, Phase II,
Large Vehicle Parking Request**

Submitted by (print name): _____ Unit #: _____

Phone: _____ Email: _____

Please describe the type of large vehicle (e.g., camper, trailer, boat, commercial vehicle, storage pod, etc.) that needs temporary parking:

Identify the location where you propose to park the large vehicle:

Give the range of dates when parking is requested (large vehicles may not be parked for longer than seven (7) days):

Starting date: _____ Ending date: _____

Homeowner's signature: _____ Date: _____

Board Actions Taken (requires three signatures)

Approved _____ Denied _____ Date: _____

Signed: _____

Comments:

Exhibit 4. River Plantation Section VIII, Phase II, Request for Leasing Permit Form

**River Plantation Section VIII, Phase II,
Request for Leasing Permit**

I, _____, the Unit Owner, request a Leasing Permit for my Unit. I have continuously and physically resided in my Unit for at least twelve (12) months prior to this request. I anticipate entering into a Lease Agreement with a lessee within the next three (3) months. If I fail to lease my Unit within the next three (3) months, I understand that an issued Leasing Permit will be automatically revoked. I understand that if, between leases, my Unit remains unleased for a period of three (3) months, an issued Leasing Permit will be automatically revoked. I understand that my request for a Leasing Permit will be denied if Leasing Permits for more than sixteen (16) Units have been issued at the time of my request. I understand that permission to lease my unit is granted to me by the Board of Managers and is automatically revoked when ownership of my unit is transferred to another person or entity. I understand that if my request for Leasing Permit is denied, I will automatically be placed on a waiting list for the next available Leasing Permit.

Should my request for Leasing Permit be granted, I understand and agree to the following provisions governing the leasing of my Unit:

I understand that leasing is defined as regular, exclusive occupancy of a Unit by any person other than the Owner. Occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary resident shall not constitute leasing.

I shall submit an initial Lessee Registration form and a copy of the proposed Lease Agreement to the Board of Managers no more than three (3) months and no less than ten (10) business days prior to executing or extending a lease. Thereafter, I will submit an updated Lessee Registration form and a current copy of the Lease Agreement to the Board of Managers each time a Lease Agreement is executed or extended.

I understand that Units may be leased only in their entirety. No fraction or portion may be leased without prior written Board of Managers approval.

I understand that there can be no subleasing of my Unit or assignment of leases without prior written Board of Managers approval.

I understand that all leases must be for an initial term of not less than one (1) year, except with written Board of Managers approval.

Within seven (7) days of the execution of a Lease Agreement, I will provide a copy to the Board of Managers.

I will provide the lessee(s) copies of the Master Deed, By-laws, and Rules and Regulations, together with all amendments. I understand that I shall cause all occupants of my

Unit to comply with all rules contained in these documents, and I shall be responsible for all violations and losses to the Common Elements or Limited Common Elements caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable.

I understand that my failure to adhere to these requirements may result in monetary penalties as determined by the Board of Managers. The Board of Managers may also suspend my ability to lease my Unit for a period of twelve (12) months for failure to adhere to these requirements.

I understand that when there is a violation by a lessee or a person living with the lessee of the Master Deed, By-laws, or Rules and Regulations for which a fine is imposed, notice of the violation will be given to me, as well as the lessee. A fine may be assessed against the lessee(s), but if the fine is not paid by the lessee(s) within ten (10) days of receipt of the notice, I will be required to pay the fine. Unpaid fines shall constitute a lien against the Unit.

I understand that lessee violations of Association By-laws and Rules and Regulations are grounds for eviction of the tenant. The Lease Agreement will specify that, while landlords are responsible for ensuring that their tenants obey the rules, the Board of Managers has the authority to evict problem tenants if the landlord fails to do so. The Board may assess the eviction cost to me.

The information that I provide on this form is truthful and accurate. Any false statements contained in this document may result in the revocation of a Leasing Permit.

Date: _____ Unit #: _____

Homeowner name (printed): _____

Homeowner name (signature): _____

Homeowner address: _____

Homeowner phone number(s): _____

Homeowner email: _____

Exhibit 5. River Plantation Section VIII, Phase II, Request for Hardship Leasing Permit Form

**River Plantation Section VIII, Phase II,
Request for Hardship Leasing Permit**

I, _____, the Unit Owner, request a Hardship Leasing Permit for my Unit due to the following hardship:

- I must relocate my residence outside of the Nashville, Tennessee, area and cannot, within six (6) months from the date that the Unit was placed on the market, sell the Unit except at a price below the current appraised market value after having made reasonable efforts to do so.
- I have a sudden relocation to a new out-of-town job location or the deployment of active military or a temporary relocation with the intent to return to the Unit; or
- Other:

I understand an issued Hardship Leasing Permit shall be valid for a term not to exceed one (1) year and cannot be renewed or extended except for the deployment of active military. I understand an issued Hardship Leasing Permit will be automatically revoked if, during the term of the Hardship Leasing Permit, I receive a Leasing Permit.

Should my request for Hardship Leasing Permit be granted, I understand and agree to the following provisions governing the leasing of my Unit:

I understand that leasing is defined as regular, exclusive occupancy of a Unit by any person other than the Owner. Occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary resident shall not constitute leasing.

I shall submit an initial Lessee Registration form and a copy of the proposed Lease Agreement to the Board of Managers no more than three (3) months and no less than ten (10) business days prior to executing or, in the case of military, extending a lease. In the case of deployment of active military, I will submit an updated Lessee Registration form and a current copy of the Lease Agreement to the Board of Managers each time a Lease Agreement is executed or extended.

I understand that Units may be leased only in their entirety. No fraction or portion may be leased without prior written Board of Managers approval.

I understand that there can be no subleasing of my Unit or assignment of leases without prior written Board of Managers approval.

I understand that all leases must be for an initial term of not less than one (1) year, except with written Board of Managers approval.

Within seven (7) days of the execution of a Lease Agreement, I will provide a copy to the Board of Managers.

I will provide the lessee(s) copies of the Master Deed, By-laws, and Rules and Regulations, together with all amendments. I understand that I shall cause all occupants of my Unit to comply with all rules contained in these documents, and I shall be responsible for all violations and losses to the Common Elements or Limited Common Elements caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable.

I understand that my failure to adhere to these requirements may result in monetary penalties as determined by the Board of Managers. The Board of Managers may also suspend my ability to lease my Unit for a period of twelve (12) months for failure to adhere to these requirements.

I understand that when there is a violation by a lessee or a person living with the lessee of the Master Deed, By-laws, or Rules and Regulations for which a fine is imposed, notice of the violation will be given to me, as well as the lessee. A fine may be assessed against the lessee(s), but if the fine is not paid by the lessee(s) within ten (10) days of receipt of the notice, I will be required to pay the fine. Unpaid fines shall constitute a lien against the Unit.

I understand that lessee violations of Association By-laws and Rules and Regulations are grounds for eviction of the tenant. The Lease Agreement will specify that, while landlords are responsible for ensuring that their tenants obey the rules, the Board of Managers has the authority to evict problem tenants if the landlord fails to do so. The Board may assess the eviction cost to me.

The information that I provide on this form is truthful and accurate. Any false statements contained in this document may result in the revocation of a Hardship Leasing Permit.

Date: _____ Unit #: _____

Homeowner name (printed): _____

Homeowner name (signature): _____

Homeowner address: _____

Homeowner phone number(s): _____

Homeowner email: _____

Exhibit 6. River Plantation Section VIII, Phase II, Family Exemption Registration Form

**River Plantation Section VIII, Phase II,
Family Exemption Registration**

Unit #: _____

Family Member (Tenant) Information:

Name:

Mailing address:

Home phone number: _____

Cell phone number: _____

Email address: _____

Relationship to owner: _____

Additional Family Member (Tenant) Information:

Name:

Mailing address:

Home phone number: _____

Cell phone number: _____

Email address: _____

Relationship to owner: _____

List any other tenants living in the home: _____

License plate numbers of cars used by tenants at this address: _____

Should my request for family exemption be granted, I understand and agree to the following provisions governing the leasing of my Unit:

I understand that leasing is defined as regular, exclusive occupancy of a Unit by any person other than the Owner. Occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary resident shall not constitute leasing.

I will submit a revised Family Exemption Registration form annually each January.

I understand that a Lease Agreement is still required if my request for family exemption is granted, even if I do not require rent from the tenant(s).

I shall submit an initial Lessee Registration form and a copy of the proposed Lease Agreement to the Board of Managers no more than three (3) months and no less than ten (10) business days prior to executing or extending a lease. Thereafter, I will submit an updated Lessee Registration form and a current copy of the Lease Agreement to the Board of Managers each time a Lease Agreement is executed or extended.

I understand that Units may be leased only in their entirety. No fraction or portion may be leased without prior written Board of Managers approval.

I understand that there can be no subleasing of my Unit or assignment of leases without prior written Board of Managers approval.

I understand that all leases must be for an initial term of not less than one (1) year, except with written Board of Managers approval.

If applicable, within seven (7) days of the execution of a Lease Agreement, I will provide a copy to the Board of Managers.

I will provide the lessee(s) copies of the Master Deed, By-laws, and Rules and Regulations, together with all amendments. I understand that I shall cause all occupants of my Unit to comply with all rules contained in these documents, and I shall be responsible for all violations and losses to the Common Elements or Limited Common Elements caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable.

I understand that my failure to adhere to these requirements may result in monetary penalties as determined by the Board of Managers. The Board of Managers may also suspend my ability to lease my Unit for a period of twelve (12) months for failure to adhere to these requirements.

I understand that when there is a violation by a lessee or a person living with the lessee of the Master Deed, By-laws, or Rules and Regulations for which a fine is imposed, notice of the violation will be given to me, as well as the lessee. A fine may be assessed against the lessee(s),

but if the fine is not paid by the lessee(s) within ten (10) days of receipt of the notice, I will be required to pay the fine. Unpaid fines shall constitute a lien against the Unit.

I understand that lessee violations of Association By-laws and Rules and Regulations are grounds for eviction of the tenant. The Lease Agreement will specify that, while landlords are responsible for ensuring that their tenants obey rules, the Board of Managers has the authority to evict problem tenants if the landlord fails to do so. The Board may assess the eviction cost to me.

The information that I provide on this form is truthful and accurate. Any false statements contained in this document may result in the revocation of the family exemption.

Date: _____ Unit #: _____

Homeowner name (printed): _____

Homeowner name (signature): _____

Homeowner address: _____

Homeowner phone number(s): _____

Homeowner email: _____

Exhibit 7. River Plantation Section VIII, Phase II, Trust Exemption Registration Form

**River Plantation Section VIII, Phase II,
Trust Exemption Registration**

Trust Information:

Name of trust: _____

Unit #: _____ Date trust established: _____

Name of trustee: _____

Mailing address: _____

Phone number(s): _____ Email: _____

Occupant Information:

Name of occupants of unit: _____

Occupant phone number(s): _____

Occupant email(s): _____

Should my request for trust exemption be granted, I understand and agree to the following provisions governing the leasing of my Unit:

I understand that leasing is defined as regular, exclusive occupancy of a Unit by any person other than the Owner. Occupancy by a roommate of an Owner who occupies the Unit as such Owner's primary resident shall not constitute leasing.

I will submit a revised Trust Exemption Registration form annually each January.

I understand a Lease Agreement is still required if my request for trust exemption is granted even if I do not require rent from the tenant(s).

I shall submit an initial Lessee Registration form and a copy of the proposed Lease Agreement to the Board of Managers no more than three (3) months and no less than ten (10) business days prior to executing or extending a lease. Thereafter, I will submit an updated Lessee Registration form and a current copy of the Lease Agreement to the Board of Managers each time a Lease Agreement is executed or extended.

I understand that Units may be leased only in their entirety. No fraction or portion may be leased without prior written Board of Managers approval.

I understand that there can be no subleasing of my Unit or assignment of leases without prior written Board of Manager approval.

I understand that all leases must be for an initial term of not less than one (1) year, except with written Board of Managers approval.

If applicable, within seven (7) days of the execution of a Lease Agreement, I will provide a copy to the Board of Managers.

I will provide the lessee(s) copies of the Master Deed, By-laws, and Rules and Regulations, together with all amendments. I understand that I shall cause all occupants of my Unit to comply with all rules contained in these documents, and I shall be responsible for all violations and losses to the Common Elements or Limited Common Elements caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable.

I understand that my failure to adhere to these requirements may result in monetary penalties as determined by the Board of Managers. The Board of Managers may also suspend my ability to lease my Unit for a period of twelve (12) months for failure to adhere to these requirements.

I understand that when there is a violation by a lessee or a person living with the lessee of the Master Deed, By-laws, or Rules and Regulations for which a fine is imposed, notice of the violation will be given to me, as well as the lessee. A fine may be assessed against the lessee(s), but if the fine is not paid by the lessee(s) within ten (10) days of receipt of the notice, I will be required to pay the fine. Unpaid fines shall constitute a lien against the Unit.

I understand that lessee violations of Association By-laws and Rules and Regulations are grounds for eviction of the tenant. The Lease Agreement will specify that, while landlords are responsible for ensuring that their tenants obey rules, the Board of Managers has the authority to evict problem tenants if the landlord fails to do so. The Board may assess the eviction cost to me.

The information that I provide on this form is truthful and accurate. Any false statements contained in this document may result in the revocation of the trust exemption.

Date of signature: _____

Signature of trustee: _____

Exhibit 8. River Plantation Section VIII, Phase II, Lessee Registration Form

**River Plantation Section VIII, Phase II,
Lessee Registration**

Unit #: _____

Property Owner Information:

Name:

Mailing address:

Home phone number: _____

Cell phone number: _____

Email address: _____

Additional Property Owner Information:

Name:

Mailing address:

Home phone number: _____

Cell phone number: _____

Email address: _____

Tenant Information:

Name:

Mailing address:

Home phone number: _____

Cell phone number: _____

Email address: _____

Additional Tenant Information:

Name: _____

Mailing address: _____

Home phone number: _____

Cell phone number: _____

Email address: _____

List any other tenants living in the home: _____

License plate numbers of cars used by tenants at this address: _____

Additional Tenant Information:

Name: _____

Mailing address: _____

Home phone number: _____

Cell phone number: _____

Email address: _____

List any other tenants living in the home: _____

· License plate numbers of cars used by tenants at this address: _____

CERTIFICATION

I hereby certify that I am the duly elected President of River Plantation (Section Eight Phase II) Homeowners Association Inc., a Tennessee not-for-profit corporation, I further certify that these Rules and Regulations were prepared and adopted by the River Plantation Section Eight Phase II Homeowners Association Board of Managers on March 14, 2023.

River Plantation Section VIII Phase II
Board of Managers
% Linda Simmons
532 General George Patton Rd
Nashville, Tennessee 37221

By: *Linda Simmons*
Linda Simmons, President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and of the County and State aforesaid, personally appeared, Linda Simmons, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that she is the President of the Board of Managers of River Plantation (Section Eight, Phase II), and is authorized to execute this instrument on behalf of River Plantation (Section Eight, Phase II).

Witnessed my hand and seal this 23 day of March, 2023

Simone Diggs
Notary Public

My commission expires: 11/03/25

