

Chatham Village HOA House Rules

Revised and adopted by the Chatham Village Board of Directors
March 11, 2024

Table of Contents

CHATHAM VILLAGE HOMEOWNERS' ASSOCIATION HOUSE RULES.....	3
SECTION 1: FIRE CODE	3
SECTION 2: ZONING.....	3
SECTION 3: WIRING	3
SECTION 4: PROCEDURES FOR REQUESTING WATER CUTOFF	3&4
SECTION 5: HOMEOWNER DUES AND ASSESSMENTS DELINQUENCY	4
SECTION 6: PARKING AND VEHICLE REGULATIONS	4&5
SECTION 7: BUILDING EXTERIORS.....	5&6
SECTION 8: BALCONIES AND PATIOS	6&7
SECTION 9: GROUNDS AND COMMON AREAS	7
SECTION 10: PETS	7&8
SECTION 11: SECURITY	8
SECTION 12: CLUBHOUSE RENTAL.....	9
SECTION 13: GUEST ROOM RENTAL	9&10
SECTION 14: SWIMMING POOL	10&11
SECTION 15: WASTE DISPOSAL	11
SECTION 16: OWNER RESPONSIBILITY / BUYING AND SELLING A UNIT.....	11
SECTION 17: RENTING A UNIT	13
SECTION 18: LAUNDRY ROOM ACCESS.....	13
SECTION 19: HANDLING OF EMERGENCIES AND WHAT IS CONSIDERED AN EMERGENCY	14
SECTION 20: GENERAL RULES AND REGULATIONS	14
SECTION 21: NON-COMPLIANCE OF RULES AND REGULATIONS (Including the Master Deed, By-Laws and House Rules).....	14
SECTION 22: MAINTENANCE OF "LIMITED COMMON AREAS"	14&15
VIOLATION FEES	15
IMPORTANT PHONE NUMBERS.....	15

CHATHAM VILLAGE HOMEOWNERS' ASSOCIATION HOUSE RULES

SECTION 1: FIRE CODE

ENCROACHMENTS:

The City of Memphis Fire Code prohibits encroachment on the clear dimensions of all entryways, landings, stairways and walkways or outside hot water heater rooms. This includes storage or placement of any item, including lawn furniture or chairs, tables, bicycles, potted plants, art objects, firewood or any piece of equipment or device that would impede or limit access to the unit.

PARKING:

The Fire Marshall prohibits parallel parking along our streets. Such parking causes a dangerous situation, making driving difficult and impeding the passage of emergency equipment. Vehicles so parked will be ticketed and towed at the owner's expense.

OPEN FLAMES:

By city ordinance, the Chief Fire Marshall prohibits the use of open flame appliances and devices near combustibles. These include but are not limited to, BBQ grills, tiki torches, fire pits, outdoor fireplaces and all other open flame appliances and devices under awnings, on balconies, or porches or near wooden fences is prohibited. \$150 fines will be imposed on anyone violating this ordinance and they will be reported to the Fire Marshalls office. Should legal action be required, the cost of legal action will be the sole responsibility of the homeowner in violation.

SECTION 2: ZONING

Chatham Village is zoned for residential use only; therefore, commercial business activities are prohibited in any building or on any portion of the property. This excludes the use of a home office as sometimes required or allowed by an employer. VRBO and Air-BnB are strictly prohibited.

SECTION 3: WIRING

No unit owner shall overload the electrical wiring in the buildings or operate any machines, appliances, accessories, or equipment in such a manner as to cause, in the judgment of the Board, any unreasonable disturbance to others, or connect any machines, appliances, accessories or other equipment to the heating or plumbing system without the prior written consent of the Board or the managing agent, given in accordance with the Board's direction.

SECTION 4: PROCEDURES FOR REQUESTING WATER CUTOFF

Contact the management office at least two days in advance to schedule water shut-off for plumbing repairs or replacements. Accommodations can be made in emergency situations through the office.

One day in advance, our staff will notify the other residents of the building and then safely turn the water off on the scheduled day at the requested hours between 10:00 am and 3:00 p.m. Only Chatham Village staff will turn the water back on.

These procedures must be followed to minimize damage to our equipment. Failure to follow these procedures will result in a fine, possible charge for replacement of equipment and supplies, as well as the cost of required services.

If your water is turned off at any time without advanced warning, day, or night, call the office and report it as an emergency as soon as possible.

Once the property is winterized, residents who remove exterior faucet covers will be fined \$200 plus the cost of repairs should they be required.

SECTION 5: HOMEOWNER DUES AND ASSESSMENTS DELINQUENCY HOA

Fees or Assessments are due on the 1st day of every month and will be considered delinquent after the 10th day of the month. A late fee of 10% of your monthly maintenance fee will be charged to each delinquency and is due by the 1st of the following month. Failure to pay maintenance fees and assessments on time will result in late fees. Any HOA fee or assessment that is 60 days delinquent will be turned over to counsel for legal action, at 90 days, a lien will be filed against the property.

The Chatham Village Homeowner's Association has the right to foreclose on any unit owner who is delinquent on their HOA fees and/or assessments.

Moreover, if the owner of a unit is 60 days delinquent, the owner/tenant will not be allowed access to the "Common Elements" which includes the swimming pool, laundry room, covered parking, automatic gate remote controls (will be de-activated). If a remote control or pool access code is deactivated, you will be charged a reactivation fee of \$50 must be paid before these items are reactivated.

SECTION 6: PARKING AND VEHICLE REGULATIONS

Parking and driving regulations must be obeyed for the safety, comfort, and convenience of all residents. Roxbury is considered a part of Chatham Village Property. Proxy cards will be issued and assigned to homeowners in the management office for \$20 each. Initial Parking permit is provided free of charge; however, replacement permits are \$20.

The speed limit in Chatham Village is 12 miles per hour.

Horn blowing, loud music, loud mufflers and "cut outs" are considered obnoxious and are prohibited.

The following can result in your vehicle being towed at your expense:

- ❖ Vehicles parked in a manner that impedes or prevents ready access to other parking spaces or walkways.
- ❖ Vehicles parked in front of dumpsters.
- ❖ Vehicles parked in a fire lane or designated "handicapped" space. The owner may also receive a citation from the Memphis Police Department.
- ❖ Inoperable vehicles stored in parking spaces or carport areas.

- ❖ Vehicles parked in another owner's designated covered parking space without permission.
- ❖ Parking of vehicles on a permanent or long-term basis

All motorized vehicles, including motorcycles and scooters must be registered at the office.

No structure of a temporary character, trailer, tent, shack, garage, barn, moving or storage pod, or other outbuilding is permitted on the property at any time, temporarily or permanently, except without prior written consent of the board.

Although there are no reserved spaces in the general parking area, please be considerate of your neighbors when parking your vehicle. Park between the lines, do not park at someone's door for an extended period, nor block the sidewalk which prevents people from walking on the sidewalk and observe "Handicapped" reserved spaces.

Except in emergency situations, car repairs are not allowed to be made in the complex.

No oversized vehicles are allowed within the Chatham Village gates, except moving and delivery trucks that are discharging their duties. Absolutely no box trucks are allowed to be parked on the property.

This includes but is not limited to:

1. Recreational Vehicles
2. Campers or cabs for 18 wheelers
3. Combination vehicles such as trucks or cars with attached or detached travel or utility trailers, vehicles with attached boat trailers, etc.
4. No storage containers, including "PODS" are allowed to be on the property in excess of 24 hours. The office must be advised of this need in advance.

Parking multiple vehicles that are associated with one's occupation or avocation is absolutely prohibited. Failure to comply may result in vehicles being towed at owner's expense.

Vehicles are to be washed only at the designated car wash areas where water hoses are provided. They are located on the corner of Chamberlain & Noyes Ct., and the northeast corner of the pool on Bristol Dr.

Covered parking is available and reserved to homeowners only on a first come first serve basis at a cost of \$25 per month. Lease must be completed in the management office. Delinquency on fees or assessments will result in forfeiture of same. The association & management reserves the right to install a boot on vehicles parked in a non-paid covered parking space. Covered parking is not considered a part of the unit ownership and is relinquished and reassigned when the individual moves from Chatham Village. Renters are not permitted to rent covered parking spaces.

IF YOUR VEHICLE IS TOWED YOU WILL NEED TO CONTACT SUPERIOR TOWING AT 331-1128.
Chatham Village is not responsible if your vehicle is towed.

Chatham Village Homeowner's Association and management is not responsible for parked vehicles. The owner of the vehicle assumes all responsibility.

SECTION 7: BUILDING EXTERIORS

Maintenance of our grounds and the outside of our buildings is the responsibility of the Homeowners' Association and our property management company. Rules governing the general appearance of the area are determined by the Board of Directors.

Color and style of building exteriors are uniform and are determined by the Board. If for some reason you must replace an exterior element, it must be done in keeping with the prevailing style and approved by our property manager.

Wrought iron burglar doors and/or new wooden or metal doors are allowed at the homeowner's expense. Check with our property manager for the approved color and design choices.

When allowed, carpeting on breezeways and landings is to be selected and installed by management. Carpeting or any other floor covering is prohibited on balconies because it is the primary cause of rotted balcony floors.

White or off-white is the only approved color for window and glass door treatments as seen from the exterior of the unit (i.e. curtains, blinds, shutters). Materials such as aluminum foil, stick-on decorations, or darkening devices may not be applied to interior or exterior glass surfaces without prior board approval.

Maintenance or new installation of individual unit windows, sliding glass or French doors, per the Board of Director's approved motion in its February 12, 2024 minutes, are the responsibility of the individual unit homeowner. All new installations of windows, sliding glass or French doors must meet the architectural review process to comply with the outlined standards. All window trim that is noted as rotten by management must be replaced by the unit owner. New window trim must be either PVC or wrapped aluminum and painted Chatham Village Beige. **INCLUDE FORMULA HERE** Beige exterior windows are the only approved color for new window installations. Any window installed in another color other than beige will be painted the approved Chatham Village Beige by maintenance and cost will be charged back to the homeowner. Should any windows, sliding glass doors, or French doors be installed without approval and do not meet the approved criteria, the homeowner will be asked to remove and replace with aforementioned approved items at the homeowner's expense.

Personal satellite dishes are allowed when properly installed on balconies or patios, in concrete buckets, kept inside the patio or on balcony. Satellite dishes or antennas are prohibited on the exterior of the building, railing, roof, or fencing. **Dishes or antennas improperly installed will be removed by management and discarded. Any damage incurred is the responsibility of the homeowner and if repaired by management, the cost will be billed to the homeowner.**

SECTION 8: BALCONIES, PATIOS & STORAGE UNITS

Balconies are not permitted to be used for storage and must be kept in a neat and orderly manner. Noncompliance will result in fines being levied and if necessary will be reported to Code Enforcement, the Health Department or other appropriate agency.

Privately installed awnings, roll-up shades, or other hanging material are prohibited on the exterior of any unit, unless approved by the board in advance, and limited to color and style. Awnings are to be maintained (kept clean and free of holes) at the expense of the homeowner as they are considered a limited common element per the Master Deed and By-laws

Floor-mounted plant holders, platforms, or hanging containers may be placed on balconies or patios within the confines of the railing. Hooks or brackets used to mount hanging baskets may cause structural damage, for which the homeowner is responsible.

Items other than properly anchored planter boxes that contain live plants are not allowed on balcony and patio railings. This includes concrete or plastic ornaments or figurines, plastic flowers, laundry, towels, rugs, or cooking equipment. Damage to the railing or structure of the balcony is the responsibility of the homeowner. Anything that falls from a railing and causes injury or damage is the homeowner's responsibility.

Seasonal decorations, such as lights and other paraphernalia related to specific holidays, are allowed, but must be removed within two (2) weeks following the holiday.

Entryways, balconies, and patios must be kept clean and free of clutter. Emergency personnel and management must have clear access to your unit. See Master Deed, page 3, Section 1. (h) and page 11&12, Section 14.

Patio Trees- The "Hawaiian Rule" is a rule of law adopted by the Tennessee Supreme Court in *Lane v. W.J. Curry & Sons*, 92 S.W. 3d 355 (Tenn. 2002). In Lane, the Tennessee Supreme Court dealt with whether damage caused by limbs located on neighboring property owner's property could be attributed to such neighboring property owner. After discussing the various rules on point in other jurisdictions, the Tennessee Supreme Court embraced the "Hawaiian Rule", and held that:

Accordingly, we hold that encroaching trees and plants are not nuisances merely because they cast shade, drop leaves, flowers, or fruit, or just because they happen to encroach upon adjoining property either above or below the ground. Encroaching trees and plants may be regarded as a nuisance when they cause actual harm or pose an imminent danger of actual harm to adjoining property. The owner of the tree or plant may be held responsible for harm caused by it and may also be required to cut back the encroaching branches or roots, assuming the encroaching vegetation constitutes a nuisance. We do not, however, alter existing Tennessee law that the adjoining landowner may, at his own expense, cut away the encroaching vegetation to the property line whether or not the encroaching vegetation constitutes a nuisance or is otherwise causing harm or possible harm to the adjoining property.

RENTAL OF STORAGE UNITS

Storage cubicles are available on a first come first serve basis for a monthly fee. They are to be used for owners (living on the property) personal use and must be kept in a safe and orderly manner. Due to fire hazards, storage of propane tanks, gasoline containers and batteries are strictly prohibited in the cubicles.

SECTION 9: GROUNDS AND COMMON AREAS

Maintenance of the grounds is the responsibility of the lawn care company that is under contract with the association. **Homeowners should never interfere with the employees of the company and if the homeowner has a suggestion or complaint it should put in writing to management and if needed, to the board of directors.**

Dumpsters are provided for household and grounds waste only. **Homeowners and contractors hired by a homeowner are responsible for the removal of construction materials from the property. This includes carpets and pads, major appliances, countertops, sinks, toilets, as well as mattresses, box springs and furniture. Any homeowner or contractor observed disposing of waste and materials on Chatham Village property will be cited and fined the disposal fee.**

Cigarette butts, fast food containers and similar waste must be disposed of properly.

SECTION 10: PETS

No more than two (2) four-legged pets are allowed per unit.

Dogs must be walked on a leash at all times in compliance with the City of Memphis Ordinance.

Discourage your pet from urinating on the shrubbery because pet urine can kill shrubs.

Residents are responsible for disposing of their animal's waste, which should be placed in a plastic bag, closed securely, and put into a dumpster. Pet waste stations are available throughout the community.

Residents are responsible for their pets' vicious or obnoxious behavior. For example, loud or prolonged barking is not permitted.

Pets are prohibited in the Clubhouse.

Animals or birds may not be fed outdoors, nor may pet food be kept outdoors. Hummingbird feeders are allowed. Fines will be imposed on owners/tenants observed feeding animals or birds.

No animals shall be raised, bred for profit, or kept in any unit unattended. Dogs, household cats and small birds owned as household pets by a unit owner, provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the board and provided that said pet shall not, in the judgment of the board, constitute a nuisance to others. If it is reported any animal has shown aggressive traits, you may be required to muzzle your dog

when it is outside your home. Failure to adhere to the muzzle requirement will result in daily fines of \$100. If additional complaints are filed against a dog that has been previously reported as being aggressive/vicious towards other residents and/or other animals you will be required to remove the animal from Chatham Village property immediately upon notification.

ALL animals, both dogs and cats must have up to date vaccination license tags

All pet owners are subject to the Memphis leash and poop laws that require animals to be on a leash and pet waste cleaned up immediately.

OWNERS WILL BE FINED \$150 EACH TIME A DOG IS NOT ON A LEASH IN COMMON AREAS. ANIMAL CONTROL MAY BE CALLED TO REMOVE THE PET.

PET OWNERS WHO DO NOT CLEAN UP AFTER THEIR PETS WILL BE FINED \$100 FOR EACH OFFENSE.

Any female dog in heat must be kept inside when in season. Pet owners must use a "pooper scooper" in the common areas.

No reptiles or non-domesticated animals may be kept as pets, or for any purpose.

SECTION 11: SECURITY

Entrance and exit gates are equipped with a telephone entry system. Each resident's name and telephone number must be programmed into the entry system under a code specific to the resident's name in order for guests to enter the property. A three or four-digit code will appear in the electronic directory in alphabetical order by resident's last name. Once a code is entered for the resident it will ring the resident's designated phone and you will be able to provide entry if desired. **PLEASE DO NOT GIVE YOUR ENTRY CODE TO ANYONE AND FOR THE PROTECTION OF YOUR SELF AND OTHERS DO NOT ALLOW ANYONE TO FOLLOW YOU ONTO THE PROPERTY.**

A "YELP" device allows entry to police, fire, and emergency vehicles.

Owners who sell their property should pass their entry devices to the new owner at closing. New residents must bring all entry devices they have received from the former owner or resident to our property manager's office within the first 10 days of ownership so the system can be reprogrammed.

Homeowners/tenants who do not want their name to appear in the electronic directory will be assigned an unlisted code that must be given to their guests for gate entry.

Any pedestrian gate located on the property is opened with either a proxy card or a key that can be assigned to you from the management office. Please make certain the gate closes securely behind you.

Exit gates on the front side of the property open automatically to allow departure. Rear gates can only be opened with your remote device.

Approach entry and exit gates slowly to allow the opening device to engage; otherwise, you, the homeowner, guest, or contractor, will be liable for any damage to the gates caused by your vehicle.

If your entry device is lost or stolen, notify the office at once so it can be disabled. Replacement or additional devices can be purchased in the management office for \$50 per device, price subject to change at any time.

Please notify the office if you call the police or fire department to the property.

SECTION 12: CLUBHOUSE RENTAL

The Clubhouse is for the use of homeowners and their guests only. A homeowner must accompany guests at all times.

Smoking is prohibited in the Clubhouse.

An adult must accompany children inside the Clubhouse at all times.

Wet swim attire is not allowed in the Clubhouse.

Use of the Clubhouse will be denied to any homeowner who is in arrears on the association fees or other financial obligations to Chatham Village, or whose prior use of the Clubhouse has resulted in damages or costly clean up, or who has demonstrated unmannerly conduct.

A homeowner may reserve the Clubhouse for private social use only for a fee. Anything other than private use will require Board approval.

The homeowner must complete the reservation form available in the office and submit it to our property manager along with two checks payable to Chatham Village. One check is a nonrefundable rental fee, the other is a refundable security deposit if the facility is not damaged, and the agreement is fulfilled.

Refundable security deposit is:	\$200
Evening (5pm) rental is:	\$125
Daytime Rental (4 hours) is:	\$85

Clubhouse guests **CANNOT** park inside the gated community. Guests may park outside the gates on Roxbury. Due to Fire Code regulations, reserved events are limited to 60 guests.

Reservation requests are considered in the order they are received. One week's notice must be given for cancellation, or the deposit will be forfeited.

Clubhouse rental is for functions within the Clubhouse only. It does not permit use of the pool.

The homeowner who rents the Clubhouse is responsible for abiding by all requirements stated on the reservation form and is responsible for the conduct of his/her guests.

Failure to leave the Clubhouse clean and in good order may result in forfeit of the security deposit and

assessment for damages or excessive clean up. The security deposit check will be held until such time as management is notified that the Clubhouse was left in the same condition it was in prior to rental.

SECTION 13: GUEST ROOM RENTAL

The guest rooms are for the use of homeowners and their guests only.

Smoking is prohibited in the guest rooms.

Reservation requests are considered in the order they are received.

One week's notice must be given for cancellation, or the deposit will be forfeited.

A deposit is required at the time of the reservation.

Use of the guest rooms will be denied to any homeowner and their tenant(s) who is in arrears on the maintenance fees or other financial obligations to Chatham Village, or whose prior use has resulted in damages or costly clean up, or who has demonstrated unmannerly conduct.

The homeowner/tenant who rents the guest room is responsible for their guests abiding by all requirements stated on the reservation form and is responsible for the conduct of his/her guest.

Refundable Security Deposit is:	\$200
Nightly Rental is:	\$125

SECTION 14: SWIMMING POOL

During the swimming season, the pool may be used daily between the hours of 8:00 a.m. to 10:00 p.m. Children under the age of fourteen (14) must be accompanied at all times by a parent or responsible adult.

Warning! There are no lifeguards at Chatham Village; therefore, you swim at your own risk. If the board of directors chooses to have a Courtesy Patrol you may be asked leave if you do not abide by the rules and the board may ban you from the pool if the behavior persists.

You must have your Chatham Village proxy card with you when using the pool; otherwise, you may be asked to leave. **Any owner can obtain one proxy card per unit occupant from the office at a cost of \$10 per card.**

Chatham Village Homeowners' Association assumes no responsibility for accidents or injuries.

A homeowner **must** accompany guests at all times, and their guests' behavior is the responsibility of that resident. In consideration for your neighbors, please limit the number of guests to four at any one time. If you are found to consistently violate this you may be banned from the pool.

Parties are not allowed at the pool.

Lifesaving equipment is provided at the pool and should be used for emergency purposes only.

A red call box is provided at the pool for emergency use. Although it is not actually a telephone it will connect the caller to our answering service, and the person taking the call will contact the appropriate emergency personnel.

Proper swimming attire is required. Cutoffs or other street clothes are not considered proper swimming attire, nor are diapers for small children.

Glass is not permitted in the pool area.

Food is not permitted in the pool area.

Smoking is not permitted at the pool. A designated smoking area will be provided just outside the pool area.

Pets are not permitted in the pool area.

Running, jumping, ball playing, or horseplay of any kind is prohibited.

Pool furniture may not be removed from the pool area. Please lower umbrellas before leaving.

Loud noise, abusive language or loud music is not permitted in the pool area.

Properly dispose of all trash before leaving the pool area.

Use of the swimming pool will be denied to any homeowner and their tenant(s) who is two months or more in arrears of their monthly association dues or assessments or other financial obligations to Chatham Village. Fines may be levied, and pool access denied to those whose use of the pool results in damage, additional clean up, or demonstrate dangerous or inappropriate behavior.

SECTION 15: WASTE DISPOSAL

Trash pick-up is provided twice weekly, place all refuse inside the dumpster and close the door.

Dispose of all garbage in a tightly secured plastic trash bag.

Cigarette butts, fast food containers, and similar waste should be disposed of properly.

Dumpsters are provided for household and grounds waste only. *You are responsible for the removal of construction materials from the property. This includes carpets and pads, major appliances, countertops, sinks, toilets, as well as mattresses, box springs and furniture.*

SECTION 16: OWNER RESPONSIBILITY / BUYING AND SELLING A UNIT

Properties at Chatham Village purchased after August 15, 2005 cannot be leased.

Notify our Property Manager of the sale of your property. For your protection and for continuity of service to the unit it is important for management to know the name of the purchaser and the closing date for the sale.

If your unit will be vacant before or after the sale, please inform the management office of the name and phone number of a person to contact in case of emergency.

New owners must schedule their "meet and greet" with our property manager's office within 3 business days to obtain a copy of the Rules & Regulations Handbook. Gate entry devices surrendered at closing will be reprogrammed at that time.

Every new condominium owner should be aware of the difference between regular homeowner's insurance and condominium insurance. Our property manager may be able to answer questions or review your contract to check for missing elements. Your insurance agent may wish to review the division of responsibility as set forth in the Condominium Documents.

SECTION 17: RENTING A UNIT

Property purchased after August 15, 2005 cannot be leased per an addendum to the master deed.

Owners who purchased property after that date and are discovered to be in violation of this amendment will be fined and will be subject to legal action. The cost of legal action will be the sole responsibility of the homeowner in violation of this clause.

A homeowner is always responsible for the tenant's compliance with the Condominium Documents of Chatham Village. The board of directors or our property manager acting on their behalf may levy fines against an owner whose tenant violates the rules.

If your unit is rental-eligible and you need assistance with rental contract (lease) requirements, check with our property manager.

Both owner and tenant must sign an agreement to abide by the Master Deed, By-Laws, and the Rules & Regulations of the Chatham Village Homeowners' Association. Under certain circumstances, management may require that the tenant be given 30-day notice of eviction for non-compliance with the rules.

The owner of any rented or leased unit must provide the property manager a copy of the lease agreement, along with a copy of an agreement to abide by the Master Deed, By-Laws, and the Rules & Regulations Handbook, signed by the prospective tenant prior to the occupancy of the unit by the tenant. Failure to provide these documents as required is a fineable violation and will result in a monthly fee levied against the homeowner until in compliance.

Regardless of any agreement between owner and tenant, the owner always bears the final responsibility to the Association for payment of the maintenance fee and fines.

It is the owner's responsibility to ensure that a unit is maintained in compliance with community standards. It is also the unit owner's responsibility to ensure their balcony, patio, or yard area is maintained in compliance with the Master Deed. A fine will be levied to the homeowner if these are found in violation.

Tenants are not entitled to vote at the annual Chatham Village Homeowner's Association meeting without the legal proxy of the owner.

Tenants with maintenance requests to the exterior of the unit rented must contact the homeowner of said unit and only the owner may submit a repair request, regardless of the nature of the request.

Before leasing a unit, a credit and background check on the potential tenant is required and must be on

file in the Chatham Village office.

SECTION 18: LAUNDRY ROOM ACCESS

Laundry rooms on the property are for the sole use of owners/tenants and are to be kept locked at all times. A \$25 deposit is required of any unit owner or resident for a key to the laundry room. The key must be returned to the management office prior to owner/resident vacating the property and the deposit will be refunded.

The association is not responsible for items left in the laundry room unattended.

SECTION 19: HANDLING OF EMERGENCIES AND WHAT IS CONSIDERED AN EMERGENCY

The situations listed below are the board approved maintenance emergencies, and our property manager should be contacted immediately:

Fire – after notifying the Fire Department.

Flooding inside your unit.

Backed up sewage inside your unit.

Broken water main.

No water supply to your unit, anytime, day or night.

If it is after regular office hours or on the weekend the answering service will respond and direct your emergency to the appropriate individual(s). Emergency after hours number is: 901-844-5626

For simple problems (for example, your outside faucet has not been covered for winter), submit your request via your online homeowner portal.

If the problem requires a more extensive response, you may submit your request through the AppFolio portal ([Appfolio.com/login](https://appfolio.com/login)) or e-mail a detailed request for the work, or you may hand deliver a paper copy to the office. If the office is closed, place your request in the mail slot. Be sure to maintain records of your request. If your request is not satisfied within a reasonable time, you may outline the situation in writing to the management company or to the board. Your correspondence will be brought before the board at their next meeting.

SECTION 20: GENERAL RULES AND REGULATIONS

Quiet time in Chatham Village is 11 pm to 7 am which is the same as the ordinance of the City of Memphis.

When situations are observed that are in violation of the Master Deed, the By-Laws, or the House Rules of Chatham Village, it is your responsibility to report the violation appropriately. Your participation will not only assist our board of directors to maintain the integrity of the policies and procedures that govern our community, and it will also help management maintain the property, and keep our property values stable. As a community, we must all do our part to protect our home and investment.

Garage, estate, or yard sales are prohibited unless approved in advance by the board of directors.

Public or door-to-door soliciting is prohibited on the property. It is considered begging and panhandling and may be reported to the appropriate law enforcement entity.

Signs are prohibited, including political or advertisement signs. The only allowed signs are an alarm service sign posted in a location outside a unit entrance.

Seasonal decorations are allowed at unit entrances, on balconies or patios but must be removed within two (2) weeks following the event. Mini lights used for ambience on a patio or balcony are allowed provided they do not become a nuisance to other residents.

Illegal, obnoxious, immoral, improper, offensive, harassing, or unduly noisy activities are prohibited on the property, as is anything done inside a unit that causes an annoyance or nuisance to other residents.

Window air conditioner units are not allowed.

Climbing fences is not acceptable and causes damage to the property. Anyone seen entering or exiting the property by this means will be treated as a trespasser and will be responsible for repair of damage and may be charged with Criminal Trespass.

SECTION 21: NON-COMPLIANCE OF RULES AND REGULATIONS (Including the Master Deed, By-Laws, and House Rules)

Homeowners and/or their tenants who fail to comply with the rules and regulations may incur fines and/or other restrictions including loss of access to the “common elements” which are the swimming pool, clubhouse rental, remote gate access, covered parking, storage cubicles and any other “common element” as set forth in the Master Deed and By-Laws.

If it becomes necessary to employ an attorney to enforce the rules, the owner of the unit will bear the cost of attorney fees and court costs.

SECTION 22: MAINTENANCE OF “LIMITED COMMON AREAS”

The Board of Directors adopted a policy with regard to the maintenance and repair of “Limited Common Elements” on May 1, 1991 (Revised May 12, 1992) as required by the Master Deed. (Duplicate copies of the Master Deed are available at the office for \$30 per copy, 24 hours advance notice of this need must be given). Documents can also be found on the AppFolio homeowner portal.

The Master Deed specifies that the air conditioners, water heaters, furnaces and heating/air conditioning ducts and pipes, balconies, awnings, and hallways in the 1-bedroom building shall be the responsibility of the unit owner served by such elements.

VIOLATION FEES

The board of directors may review and revise these fines at any time deemed necessary. In most cases, and if not otherwise mentioned above, the fines will be:

- 1st offence- Letter with 7 days correct
- 2nd offence \$100 fine with 7 days to correct
- 3rd offense -\$200 fine with 7 days correct
- 4th offense - \$500 fine with 7 days to correct.
- 5th offense- account turned over to legal.

These fees are cumulative until the violation is corrected. Nonpayment of fines will result in legal action and foreclosure of property.

IMPORTANT TELEPHONE NUMBERS:

- ❖ Chatham Village Office----- 767-1580
- ❖ Faith Management Office ----- 754-2690
- ❖ Emergency After hours -----844-5626
- ❖ Faith Management Fax-----756-9242
- ❖ Police/Fire Emergency ----- 911
- ❖ Police/Fire Non-Emergency ----- 545-COPS (2677)
- ❖ Superior Towing----- 331-1128
- ❖ MLG & W-----820-7878
- ❖ MLG&W burst water pipe----- 544-6549

https://faithmgmtrealtygroup.appfolio.com/connect/users/sign_in

HOA Management Office Address:

**1205 Bristol Dr. #3
Memphis, TN 38119**

Maintenance Emergency: 90 1 - 844 - 56 26 please use this only in the case of an after- hours emergency or if you are unable to reach management during office hours.

Announcements, meeting dates and times, board meeting agendas and approved board meeting minutes are posted on your homeowner portal at the provided link below:

https://faithmgmtrealtygroup.appfolio.com/connect/users/sign_in