

# **LIVING AT DEER LAKE**



## **DEER LAKE RETIREMENT ASSOCIATION, INC.**

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## INTRODUCTION

This brochure is provided as a summary of information for those currently living or considering living in the Deer Lake community and is based primarily on the original *Master Deed, Bylaws and Rules and Regulations*. Recognizing that *Deer Lake* was built and established some years ago, it also reflects some additional changes that have taken place over the years since these documents were written. This brochure is NOT designed or intended to cover all the information contained in the original documents. However, is designed to address and provide a degree of clarity to a few of the items that effect day-to-day living at *Deer Lake*. Hopefully, this helps to simplify (not replace), the language of the original documents or documented changes that have followed.



## BACKGROUND

*Deer Lake Retirement Community* is in the heart of *Bellevue* and close to numerous retail, restaurants, and medical facilities. This living independently community for adults 55 and over was built in the late 70's and early 80's. It consists of 135 one- and two-bedroom units built within 64 buildings plus and all-purpose *Activities Center* for the enjoyment of the residents.

*Deer Lake* is not an assisted living community, does not provide the services of an assisted living community and does not have the high costs associated with an assisted living community. Activities are coordinated by individual residents; we do not have a program or social director that manages these events.

Each residential unit is owned by a private individual and the community is operated much like a homeowner's association (HOA), with its own *Bylaws, Rules & Regulations and Master Deed* under the management services of the *Tennessee Baptist Adult Homes, Inc.* Each homeowner pays their own condo insurance, real estate taxes, utilities, and a monthly association fee.



## MONTHLY ASSOCIATION FEE

Each homeowner pays a *monthly association fee that is due the first of each month and before the 7<sup>th</sup> of the month*. This fee is subject to change primarily due to natural inflation or to cover the level of services that the homeowners are financially willing to support. In other words, the more services and expenses provided, the higher the fee. The current monthly association fee covers the following expense and services:

- Management Fee
- Contracted maintenance for outside units
- Quarterly pest control
- Lawn Care/landscape
- Trash pickup
- Annual insurance (exterior of buildings)
- Common elements utility and operating cost
- Security
- Pond maintenance

The monthly association fee does not aid with resident's personal matters, errands, sweeping of porches, decks, or walkways, weeding, or maintaining of homeowner flower gardens or snow and ice removal.



## OUTSIDE MAINTENANCE

The monthly association fee, among other things, covers the cost of outside maintenance. Outside maintenance includes such things as maintaining, painting, repairing, or replacing the original units outside wood fascia, roofs, gutters, soffits, eaves, decks, and light fixtures. It also includes all maintenance associated with the common elements; (mailboxes, yard lights, street and sidewalk pavements, designated roadway barrier fences, etc.). It also includes all maintenance associated with the *Activities Center*.

The homeowner is responsible for all maintenance and repairs inside the residential unit and other identified items which have been included to minimize the monthly maintenance fee. Homeowner responsibilities include:

- Painting, repainting, tiling, waxing, papering or otherwise refinishing and decorating the inner surfaces of the walls, floors, ceilings, windows, and doors bounding the unit, including the replacement of all broken windowpanes or any glass doors and the replacement or repairing of seals in the windowpanes and/or doors to include storm windows and doors.
- The electrical power distribution system from the customer side of the electrical meter throughout the residential unit. This includes the circuit breaker distribution box, light fixtures and all electrical outlets and switches.
- The telephone lines and all connections on the customer side of the telephone distribution panel.
- The water distribution system from the customer side of the main cut-off valve inside the residential unit. This includes all faucets, outlets, tanks and/or reservoirs. *Deer Lake* provides for all maintenance and repair of the water distribution system up to and including the main cut off valve.
- The air conditioning and heating units.
- Patio covers, sunrooms, screened in rooms, lattice additions, individual privacy fences and other improvements to their unit. This includes storage sheds and wooden trash can holders.

## LAWN CARE

The land of *Deer Lake* was once part of an open field eighteen-hole golf course that featured tow water run-off lakes. It was known as a difficult course to play because of its uneven and rough terrain. Since then, 135 units have been constructed and one lake was lost. The terrain is still uneven and rough. Consequently, it is difficult piece of land to maintain.

An independent contractor provides lawn care.

Everyone is reminded that the common grounds are the responsibility of and managed by the *Association*, not the residents. Other than weeding and maintaining their own flower bed, located directly beneath the eaves of their unit, residents have no responsibility or authority to manage lawn care activities.

It is against *Deer Lake* policy for any resident to ask the lawn care team or landscapers for personal request or to stop them and try to give opinion on how they should do their work.



## THE ADVISORY COMMITTEE

At each annual meeting, the members elect an advisory committee comprised of 5 members, whose function is to serve as a liaison between the homeowners and the manager. Advisory committee is a structured way for individual homeowner residents to share their opinions and perspectives, study issues, and develop recommendations in a focused, small group structure and they assist and report to the manager.

## PERMISSION REQUIREMENT FOR CHANGES TO COMMON ELEMENTS

One of the more confusing subjects within a homeowner's association is concerning "*Common Elements*". *Common Elements* consist of the entire property outside, the interior walls of the homeowner's unit. It includes, but is not limited to such things as the roofs, exterior building walls, porches, decks, land, yards, gardens, parking areas, driveways, roads, sidewalks, unit entrance walkways, lamp posts, mailboxes, office, activity building, etc. While all homeowner's have the right to use and enjoy the *Common Elements*, the *Advisory Committee* (overseen by the manager) and management team overseas and manages all the *Common Elements*. Simply stated, *Deer Lake* owns the *Common Elements* and the homeowners do not.

Homeowners have the right to make changes, excluding structural changes, within their unit without obtaining permission. However, homeowners cannot make any type of changes outside their unit without first getting written permission from the *President*. This means no additions, no deletions, no alterations, and no improvements. The same is true for structural changes to the inside of the unit and the installation of new windows and entrance doors.

Homeowners, including those who rent out their units, cannot make property changes of any type to or on the *Common Elements* without prior written permission. The consequences are fines and the possibility of having to return to previous condition at owner's expense. **ALWAYS GET WRITTEN PERMISSION.** (Get form at office)

*Deer Lake* has authorized specific exterior paint colors for all units.

Window shutters, clinging ivy, window unit are not permitted.

## COMMON ELEMENTS STANDARDS AND LIMITATIONS

Most residents maintain attractive units. However, over the years some residents have place items on the common elements and units that were negatively affecting the appearance of the community, reputation, property values and potential buyers considering investing their money in a home here. To address this situation, a representative committee was assembled to develop a survey mechanism to collect input from all homeowners about their views regarding the common elements, including the exterior of the units.

To determine what items (or type of items) should or should not be allowed on the common elements, and where on the common elements the allowed items should be located, a survey spreadsheet was developed to gain homeowner's input. Responses from the returned surveys were tabulated, reviewed with the committee, and are shown on the "***Homeowners Common Elements Input Survey Spreadsheet*** (next page)". Standards and Limitation for those items allowed to remain on the common elements were also adopted, as well as a few implementation options.



# HOMEOWNER COMMON ELEMENTS INPUT SURVEY RESULTS

	Items	Places Where Specific Items Are Allowed On The Common Elements Of Deer Lake				Items Allowed On Common Elements Only While They Are In Use	Items Not Allowed on the Common Elements
		Beyond Eaves	Under Eaves	Front Porch	Deck		
1	Any unused items simply being stored outside						X
2	Appliances (Large) - Freezer, Refridge, Washer/Dryer, etc)						X
3	Appliances (Small) - Microwave, Toaster, etc.)					X	
4	Bicycles					X	
5	Bird Baths		X				
6	Brooms/Mops/Buckets/Cleaning Materials					X	
7	Children Tricycles, Scooters, Toys, etc.					X	
8	Clothes Drying Racks or Lines						X
9	Large Exercise Equipment (Treadmill, Stationary Bike, etc.)						X
10	Garden - Flower		X				
11	Garden - Flower/Vegetable		X				
12	Garden - Vegetable		X				
13	Garden Edging Materials (Brick/ Stone/Wood/Other)		X				
14	In Use Planter Pots		X	X	X		
15	Indoor Household Furniture						X
16	Indoor Household Materials (Doors, Windows, Building Matis.)						X
17	Mail Box Cover						X
18	Mail Box Flower Garden, Mulch & Edging						X
19	Mulch		X				
20	Outdoor Grill				X		
21	Outdoor Patio Furniture			X	X		
22	Personal Banners/ Flags		X	X	X		
23	Personal Decorations		X	X	X		
24	Personal Lawn Care Hand Tools					X	
25	Personal Lawnmowers						X
26	Personal Outdoor Benches, Swings & Chairs			X	X		
27	Personal vehicles that are not operable						X
28	Personal vehicles with expired license registration						X
29	Porch or deck pet fences						X
30	Signs (Commercial, Advertisement, Sale, Notice etc.)						X
31	Statuettes		X	X	X		
32	Awnings and Tents (of any type)						X
33	Unauthorized Decoration Of Lamp and Mailbox Posts						X
34	Unauthorized Decoration Of Trees & Plants						X
35	Water Hose Storage Rack		X				
36	Yard or garden lights		X				
37	Walkers/Wheelchairs					X	
38	Bird Feeders		X				
39	Windchimes		X	X	X		
40	Portable Fans					X	

Grandfathered Items are highlighted in Orange

## STANDARDS AND LIMITATIONS

### All allowed items on the Common Elements should:

- Be located only where the homeowners have authorized them to be placed.
- Be socially acceptable and not offensive or objectionable in any manner.
- Be maintained in a condition of "good repair" and "good appearance."
- Meet established standards and limitations as defined.

Some items on our Common Elements require reasonable standards and limitations. Such items include, but not limited to, under the eave's individual gardens, personal flag decorations, bird baths, bird feeders and wind chimes.

- **Individual gardens**, with prior written permission from the President, may be located ONLY under the eaves of the homeowner's unit, if the homeowner is capable and accepts the responsibility for weeding, limiting the height of its plants to at least twelve inches below the eaves and maintaining its appearance in a satisfactory manner. Garden spaces under the eaves between the unit and a natural border, such as an existing concrete walkway, may be approved. Gardens without natural borders are limited to a maximum of three feet beyond the units outside walls. The garden may be exclusively flowers exclusively vegetables, or a combination of the two. No trees of any type are to be planted in the garden and bushes are allowed only with prior written permission. The garden may or may not be edged. If edged, edging will consist only of bricks, stones, or landscaping timbers. The use of mulch is limited only to the individual garden under the eaves of the unit. Shredded rubber mulch is highly recommended in lieu of wood mulch due to its termite, and other insect infestation problems.
- **Personal garden flag decorations** are limited to only the unit's individual porch, deck or under the eaves. Most commercial garden flags measure 18 inches long x 12 inches wide and are accommodated by a flag stand that is no more than 44 inches high by 18 inches wide. The American Flag is also considered a personal flag decoration and it should not exceed its minimum manufactured size of 2 feet high by 3 feet wide. Written permission is required for a flag arrangement that exceeds these dimensions.
- **Bird baths** should measure no more than 30 inches wide and 30 inches tall, be located under the eaves of the unit in a place that is least objectionable to an immediate neighbor and be limited to 1 bird bath per unit.
- **Bird feeders** require prior written permission to ensure that they are advertised as squirrel proof and appropriate for being located only under the eaves of the unit in a place that is least objectionable to an immediate neighbor. **There is a 2-bird feeder per unit limit (including hummingbird feeders).**
- **Wind chimes** should be small in nature so as not to emit excessive noise levels and be located only on the deck, front porch or under the eaves of the unit in a place that is least objectionable to an immediate neighbor. There is a limit of 1 wind chime per unit.



## HOUSEHOLD TRASH

Trash service is provided every Tuesday for household garbage.

Two trash-can options (as pictured) have been approved. The first, and original, approved option consists of a homeowner purchased standard trash can located inside a wooden trash can holder. Homeowner's who purchased their residential unit after March 12, 2002, assumed responsibility for the maintenance, repair and replacement of the wooden trash can holders. The second approved option is a homeowner purchased arrangement that accommodates a standard 32-gallon (or larger) trash can with a simple unlatching tie down chain for easy access, which eliminates the wooden trash can holder.

Pickup is limited to normal household garbage. It must be contained in a plastic bag and stored in the outside trash container at your unit's specified trash location. All other items should be discarded on your own.

Occasionally, the trash men will mistakenly miss one or more individual unit's trash. If your trash is missed, please inform the office so we can report the missed trash pickups with one message.

**When dumpster is onsite, behind the fence, this is for maintenance workers ONLY. Residents should not use this. Subject to fines when caught using.**



## ACTIVITIES CENTER

Activities Building is open Monday through Friday, 8:00 am – 4:00pm, excluding observance of holidays or weather.

Activities Building can be unlocked for activities if previously scheduled. Please check with management and complete the Reservations form. The resident making the reservations is responsible for sponsoring and attending the event, setting up the room, ensuring no decorations or attachments are put up which involves the use of nails, tacks, or tape, assuming full responsibility of any loss and/or damage to the building or its furnishings, and cleaning the room after the event.

The Activities Building is for the exclusive use of residents and their invited guests. Solicitation or commercial activities are not allowed.

No smoking, animals or alcohol allowed.

It is expected that the user of the Activities Building will keep the areas neat and tidy.

The Guest Room is not available to the public. It is available only to residents for occupancy by their overnight guests, at the room rate in effect at the time. Reservations must be made in advance through the manager. There is a one-week stay limit, and maid service is not provided during the stay. No animals, smoking or alcohol permitted. No guest under 21.





## VEHICLES/PARKING

The community is privately owned with narrow streets, limited parking, a posted speed limit, and residents who walk on a regular basis. There are 135 units and 174 parking spaces, with 9 additional parking spaces that serve the Activities Building/Office. While some of the parking spaces are designate for each unit or as GUEST parking. All parking spaces, along with the streets are considered Common Elements and are under the direct management of management. With this design, there are a wide range of factors that influence our parking space occupancy rate at any given time.

The following rules of respect should be honored by all who live or work at *Deer Lake*. And they should advise their visitors to please respect the applicable rules as well.

Each unit is allowed ONLY one designated parking space. A homeowner desiring to make a change to their parking spot needs to request in writing to the manager for review.

Each unit is allowed one passenger vehicle for each resident with an insured licensed driver.

Visitors should always park in a designated spot marked as GUEST.

Each resident, and visitors of the resident should ensure that his/her vehicle is parked straight, no angled parking or parking too close to the line on either side that your neighbor can't easily access their vehicle.

Passenger vehicles should never be parked on the street except for very brief internals of time, such as unloading groceries or picking up a passenger because parking on our narrow streets creates congestive difficulty and driving hazards for others. Parking on grass areas is forbidden.

Passenger vehicles parked at Deer Lake must be maintained in operating condition, with an unexpired license registration and cannot be covered with a protective cover without prior approval of the manager.

Service providers should, if possible, park in a parking spot marked GUEST unless the vehicle is of such size, or the work is of such nature that it must temporarily be parked in the street or elsewhere to efficiently perform the job.

Recreational vehicles of any type are not allowed to permanently park on the property and are not allowed, even temporarily on site without prior approval of the manager.

## NO TRESPASSING, SOLICITING & LOITERING POLICIES

*Private property* signs are posted that prohibit trespassing, soliciting, and loitering.

*Trespassing* is the act of non-residents making uninvited entry or in-roads upon our private property.

*Soliciting* is defined as the act of a person, a business or an organization physically coming into the community to plead or petition our residents to support a product, service or cause morally or financially or to establish an environment or relationship that will lead residents to consider, morally or financially supporting a product or service or cause in the future.

*Loitering* is the acts of non-residents remaining on the property for no obvious reason or purpose.



## **ANNUAL INSURANCE ON UNIT**

The purchaser of a unit is required to pay a one-time fee for one year's insurance which covers the outside of the unit. The fee is collected at closing and forwarded to *Deer Lake*. From the first year forward, this insurance is included in the monthly maintenance fee. For no-fault catastrophic insurance purposes, when a unit is destroyed or virtually destroyed, due to such things as fire, tornado, earthquake, etc. The association is responsible for restoring everything outside the unit and the word outside includes everything from the sheetrock out (sheetrock, wiring, plumbing, studs, floor and ceiling joists, brick, roof, soffits, gutter, etc.) as it relates to the original structure.

The homeowner is responsible for restoring everything inside the unit (including everything from the sheetrock in; (wall, floor coverings, fixtures, cabinets, appliances, utility equipment, etc.) as it relates to the original structure. In the case of an insurable loss (fire, vandalism, malicious act), insurance provides for replacement of the structure, cabinets and fixtures, and floor coverings comparable with the original building. Additions or improvements built or inherited later, adding more insulation without a cause and effect, repairing inside sheetrock mars and cracks caused by normal usage or settlement, and repairing any unit damage directly resulting from the resident's action or inaction are also the responsibility of the homeowner.

Insurance companies provide a "*Condo Policy*" (many times called an *HO6 policy*) that provides the homeowner the type of protection they need to cover their responsibilities. Do not confuse the *Condo Policy* with a *Renter's Policy*. The *Renter's Policy* is designed to cover only those items owned by a tenant within the homeowner's residential unit but not to restore the inside of the condo itself.

***\*\*Each homeowner is encouraged to seek the advice and services of a professional insurance agent in determining their coverage needs.***

## **RULES AND REGULATIONS**

Deer Lake is an adult independent living community designed as a planned unit development for the benefit and accommodation of unit owners of retirement age. The following Rules and Regulations, many of which are following various fire department, building codes, health department or zoning regulations, apply to and require the compliance of all residents and concern the:

- Requirements relating to resident's age.
- Restrictions on the use of units
- Restrictions on the use of common elements and limited common elements.
- Declaration of default
- Act or activities to insure the safe and quiet enjoyment of all residents.
- Rules of respect for the benefit of all residents.

Any consent or approval given under these *Rules and Regulations* may be promulgated, added to, amended, or repealed at any time by resolution of the *Board of Directors*. The *Board of Directors* also reserves the right, in its sole discretion, to make such other rules and regulations from time to time as may be deemed appropriate for the safety, care and cleanliness of the community and for securing the comfort and conveniences of owners and/or tenants. Such modified, amended, and new rules and regulations shall be furnished to each owner prior to becoming effective and said *Rules and Regulations* shall be considered a part of the *Bylaws*.

## **AGE REQUIREMENTS:**

- All occupants of units shall be at least 55 years of age. For married occupants, at least one spouse must be at least 55 years of age.
- No children or other occupants under 21 years of age are permitted.

## **UNIT RESTRICTIONS:**

- Each of the units shall be used as a single-family residence, and for no other purpose.
- The common elements and limited common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited, and which are incident to the use and occupancy of a unit.
- No nuisances shall be allowed on the property, nor shall any use or practice be allowed which is a source of annoyance to the residents of the community or which interferes with the peaceful possession or proper use of the property by its residents. Except for the Advisory Committee, no solicitation, petition, circulation, or similar canvassing of residents shall be conducted by the residents or outside groups without prior, written approval of the President or Manager.
- No immoral, improper, offensive, or unlawful use shall be made of any portion of the property, and all applicable laws, zoning ordinances, and regulations of governmental bodies relating to any portion of the property require compliance. The cost of such compliance shall be borne by either the respective owner or the corporation, whichever shall have the obligation with respect to the portion of the property effected.
- No portion of a unit (other than the entire unit) may be rented, and no transient tenants may be accommodated in a unit.
- No sale of any kind shall be conducted on the property except to sell the personal effects of a deceased resident of a unit. At the discretion of management, exceptions may be made in the case of terminally ill residents when the sale of a unit is planned. Any such sale shall be conducted for not more than two consecutive days and between the hours of 9:00am and 5:00pm.

## **COMMON ELEMENTS:**

Unless the *President or manager* consents in writing, no owner shall place or cause to be placed any furniture, packages, or other objects of any kind in common elements or common facilities. Any area designated as a limited common element shall be used only with the permission of the *President or manager* and any resident(s) of the unit(s) which abuts/about directly on that area.

## **DECLARATION OF DEFAULT:**

Should the *Board of Directors* or the *President* determine that any owner is in default in the performance of any obligation contained in the *Master Deed, Bylaws or the Rules and Regulations* established by the *Board of Directors*, then the *President* shall send written notice of the default to the owner. If the default is not cured to the satisfaction of the *Board of Directors or President* within a reasonable time (not more than two weeks from the date of sending notice), or if, in the opinion of the *President* sufficient cause exists, then the cooperation may:

- If practical, enter the unit in which or as to which the violation or breach exist without disturbing the peace, and summarily abate and remove, at the expense of the owner, any structure, thing, or condition cause the violation or breach. In such event, neither the Corporation, the *Board of Directors* nor its officers or agents shall be deemed guilty in any manner of trespass.
- Cure the default of breach and assess the cost of such cure as a common charge against the owner or owners in default or breach.
- Enjoin, abate, or remedy by appropriate legal process, either at law or in equity, the continuance of the violation or breach.



## **ACTIVITIES THAT EFFECT OTHERS:**

Compliance with the following acts or activities is required to insure the safe quiet enjoyment of all residents.

- Each resident shall keep his/her unit, its porches and patios and any storage areas in a good state of preservation, order, arrangement, and cleanliness.
- Radio, television or electrical equipment of any kind or nature installed or used in a unit shall fully comply with all rules, regulations, requirements, or recommendations of state and local regulatory authorities. The unit owner shall be liable for any damage or injury caused by any such appliance or equipment.
- All household trash shall be placed in containers in such places and at such times and in such manner as the Board of Directors may direct.
- Residential units are to be kept free of vermin, insects, or other pests. The agents of the *Board of Directors* or the *manager*, may enter any room or unit in the building at any reasonable hour of the day for the purpose of inspecting such unit for the presence of such vermin, insects, or pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests.

Unless caused by wanton or gross negligence, the *Board of Directors* or manager shall not be responsible for any loss or damage suffered on or about any common element by any owner, or any member of any owner's family or any of his agents, servants, employees, licensees, or visitors.

If keys are entrusted to the manager by a unit owner, or by family member, agent, servant, or visitor, whether for owner's residential unit or vehicle, the key shall be at the sole risk of such owner, and neither the *Board of Directors* or *manager* shall be liable for injury, loss or damage of any nature whatsoever, directly, or indirectly resulting from or connected therewith.

**RULES OF RESPECT:** The following rules of respect apply to all residents, guests, employees, and visitors of the Deer Lake Retirement Community. Do not, without prior express written consent of the *Board of Directors*, commit the following acts or activities:

- a) Obstruct sidewalks, entrances, common parking, drives and courts of building, or their use, for any purpose other than ingress to or egress from the units in the building.
- b) Repaint, add, or redecorate the exterior of any unit.
- c) Install awnings or window guards on any unit.
- d) Install or attach a radio or television antenna, or satellite dish to or from the exterior of the unit or porch or expose any sign, notice or advertisement from any window or other part of the unit.
- e) Install a ventilator, air conditioning device, chimney, or glue to or from any unit.
- f) Make or permit to make any disturbing noises which will interfere with the right, comforts, or conveniences of others. Play any musical instrument, or operate any phonograph, radio, television, or other loudspeaker between the hours of 11:00pm to 7:00am. If the same shall disturb or annoy other occupants of any unit. Practice either vocal or instrumental music for more than two hours on any day or between 6:00pm to 9:00am.
- g) Keep or harbor any kind of pet or animal outside the unit.
- h) Exercise or walk any kind of pet in any grass or garden plot adjacent to any buildings unless it is carried or on a leash (*Metro Ordinance 8.04.1100 and Metro ordinance 8.04.180*)

- i) Take any pet or animal of any kind into the *Activities Building* or other common buildings.
- j) Feed or harbor any kind of wildlife or stray animals in any manner other than by use of approved bird feeders.
- k) Use toilets, drains, disposals or any other water apparatus in any building for the purpose other than for those which they were designed, or throw sweepings, rubbish, rags, or other articles into the same.
- l) Send any employee of the *Board of Directors* or the *manager*, any private business.
- m) Cook on any terrace, roadway, garden area, sidewalk, wooden deck, or other area close to combustible materials not specifically constructed and equipped, therefore.
- n) Park any vehicle in such a manner as to impede or prevent ready access to any entrance to or exit from any units, buildings, or other vehicles: or in any such manner as to block common roadways or parking areas.
- o) Dry or air clothes or other articles outside the unit.
- p) Climb or walk on the roofs of any buildings.
- q) Make or produce unusual or objectionable noises or odors which would be disturbing to other residents.
- r) Use or store in the unit or attached storage area any flammable, combustible, or explosive fluid, material, or substance except for normal household use.

## **FINES**

**EFFECTIVE JANUARY 1, 2024**

\$10 PER DAY, PER OFFENSE for *Rules & Regulations, Living at Deer Lake or Bylaw* not adhered to.

## **SELLING OR RENTING A UNIT**

Any homeowner desiring to sell or transfer their unit **MUST** first advise the *President* in writing, using the form *Desire to Sell*, which gives *Deer Lake* the option to purchase the unit at a price equal to the greater of:

- Eighty percent (80%) of the appraised fair market value of the unit or
- The purchase price paid by the owner for the unit.

*Deer Lake* has up to 30 days to make this decision from the date of receiving the form *Desire to Sell*. If it exercises its option to purchase the residential unit, it will have up to 60 days from the date of the signed contract to close the sale.

If *Deer Lake* does not exercise its option to purchase the unit, the owner may sell the unit, following and disclosing information contained in *Deer Lake's* Bylaws, Rules and Regulations, Master Deed and this booklet, *Living at Deer Lake* to any perspective buyer. *Deer Lake's* decision not to purchase the unit is effective for six months from the date of its written response thus requiring the homeowner to submit a new *Desire to Sell* form for reconsideration thereafter.

No commercial sign, notice or advertisement can be exposed from any window or any other part of a building.

A homeowner desiring to rent or re-rent their unit must first advise the manager, receive a *Deer Lake Renter Application* form, have the prospective renter complete and sign the form and return the completed form to the *manager* **BEFORE** the renter moves in to be approved by the *President*. The homeowner shares responsibility for the behavior and cooperation of their tenant. All tenants must follow all *Rules and Regulations, Bylaws, Master Deed and Living at Deer Lake*. Homeowners will be fined \$50 per day, per offense of their tenant that does not adhere to the standards of being a resident of the community.

Tenants receive the same routine maintenance and management services as do homeowners who live in the community. However, any request seeking to make changes to the common elements, work orders or complaints, must be submitted by the homeowner rather than the tenant.

## **SATELLITE DISHES, OUTSIDE COOKING, FENCES AND SOME RULES OF COMMUNITY REPECT THAT DESERVE OUR SPECIAL ATTENTION:**

**SATELLITE DISHES:** homeowners are allowed to install satellite dishes if they have obtained management approval in writing **BEFORE** installation.

**OUTSIDE COOKING:** because of fire concerns, it is our policy concerning the use of outdoor gas or charcoal grills that they can be stored but **NOT** used on the decks or porches. They can temporarily be transferred to and used on the common grounds away from the unit and any other combustible material. After use of the grill, you should allow sufficient cool down time before restoring it to the deck.

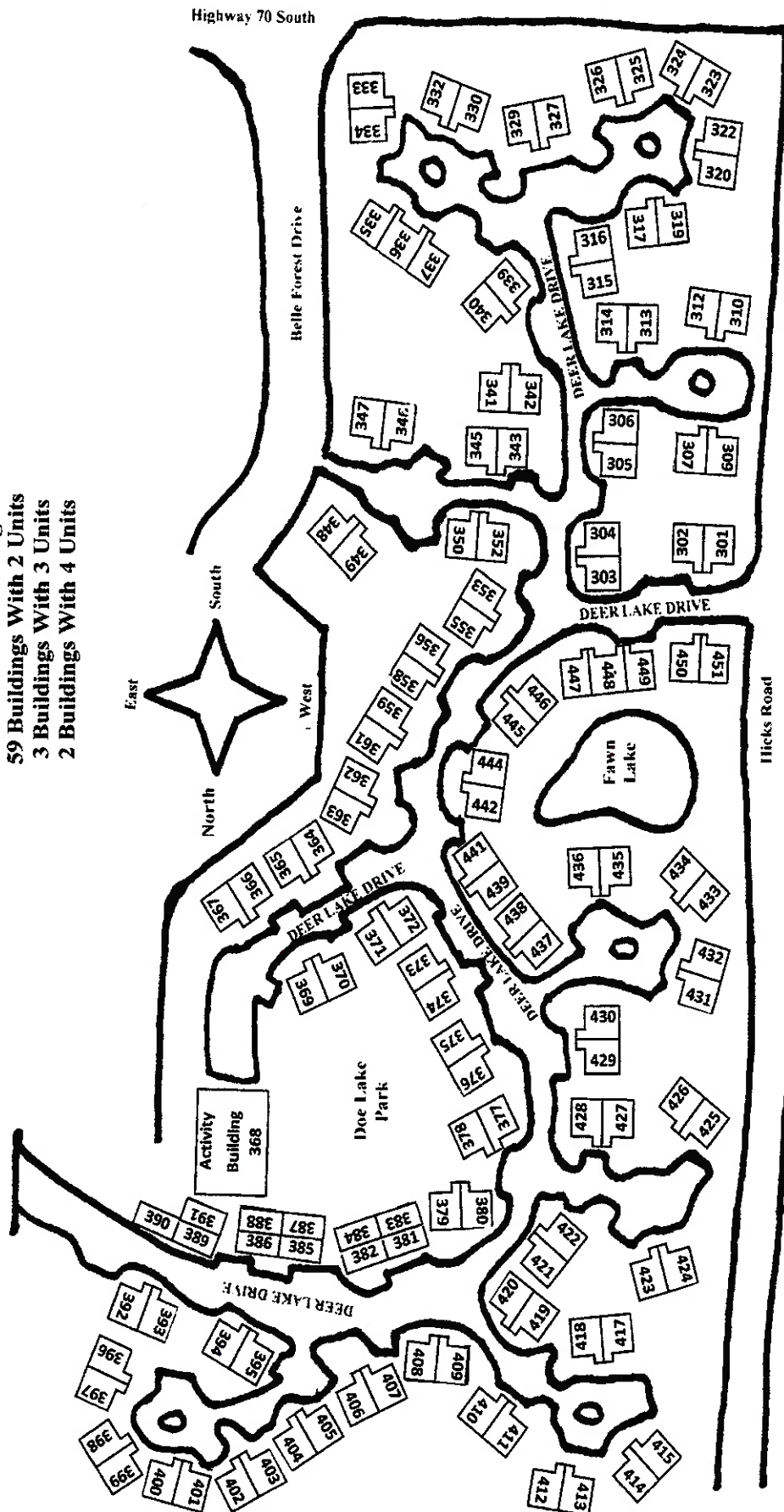
**FENCES:** We have 2 types of fences, roadway barrier and privacy. Roadway barrier fences have been designated and located at the back of some unit to provide a barrier to the traffic on Highway 70, Hicks Road, and Belle Forrest Road. They are considered as part of our common elements and are maintained by the association.

Resident request for a privacy fence may be justified but is subject to the following criteria before installation begins:

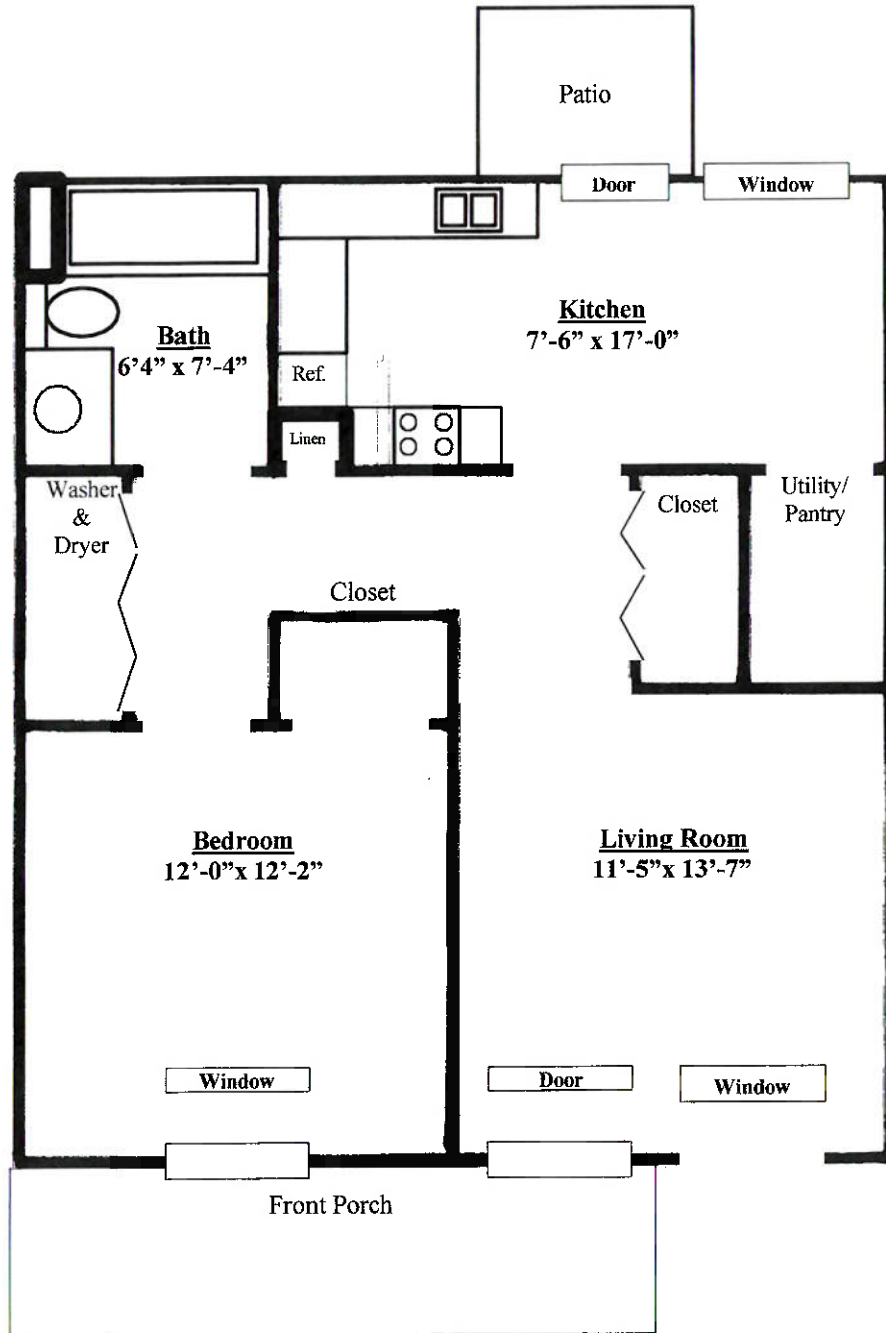
- All privacy fences shall be 4 to 6 feet tall, shall be of the same material and design as the existing fences and shall be limited to enclosing the existing rear patio.
- A scaled drawing and reason for installing the fence is to be submitted to the President.
- The neighbors to be impacted by the installation of the fence are to be contacted by the President for non-objection.
- The privacy fence, if approved or inherited, is owned, and maintained by the homeowner.



**135 Residential Units Plus An Activities Building**  
**92 Two Bedroom Units & 43 One Bedroom Units - All Units Have One Bathroom**  
**Total Of 64 Buildings**  
**59 Buildings With 2 Units**  
**3 Buildings With 3 Units**  
**2 Buildings With 4 Units**

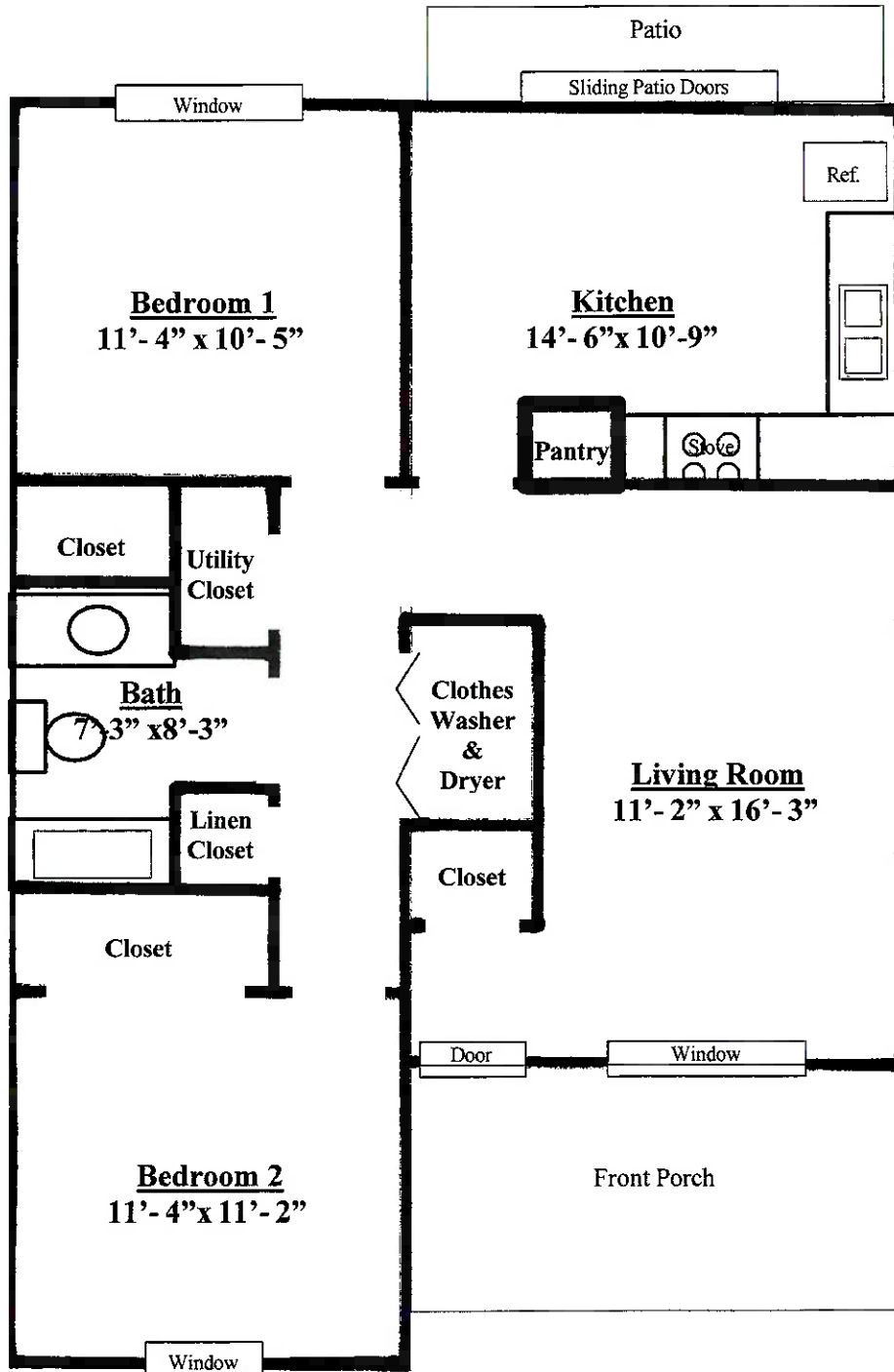


# ONE BEDROOM LAYOUT



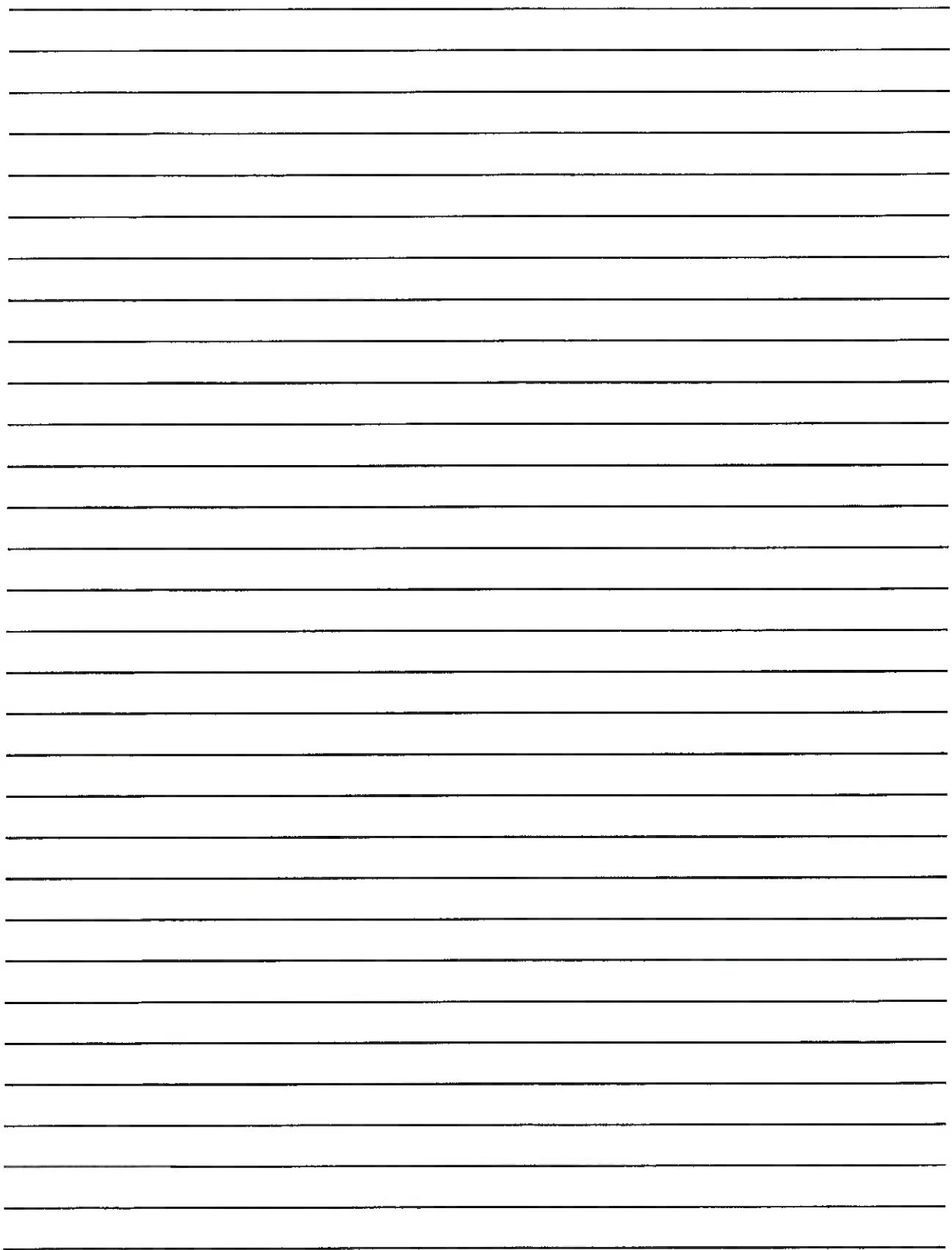
For example, purposes only. It is only intended to illustrate general room arrangement for MOST one-bedroom units. All room sizes are approximate and may vary in some units. Internal doors have been purposefully omitted to better show the layout.

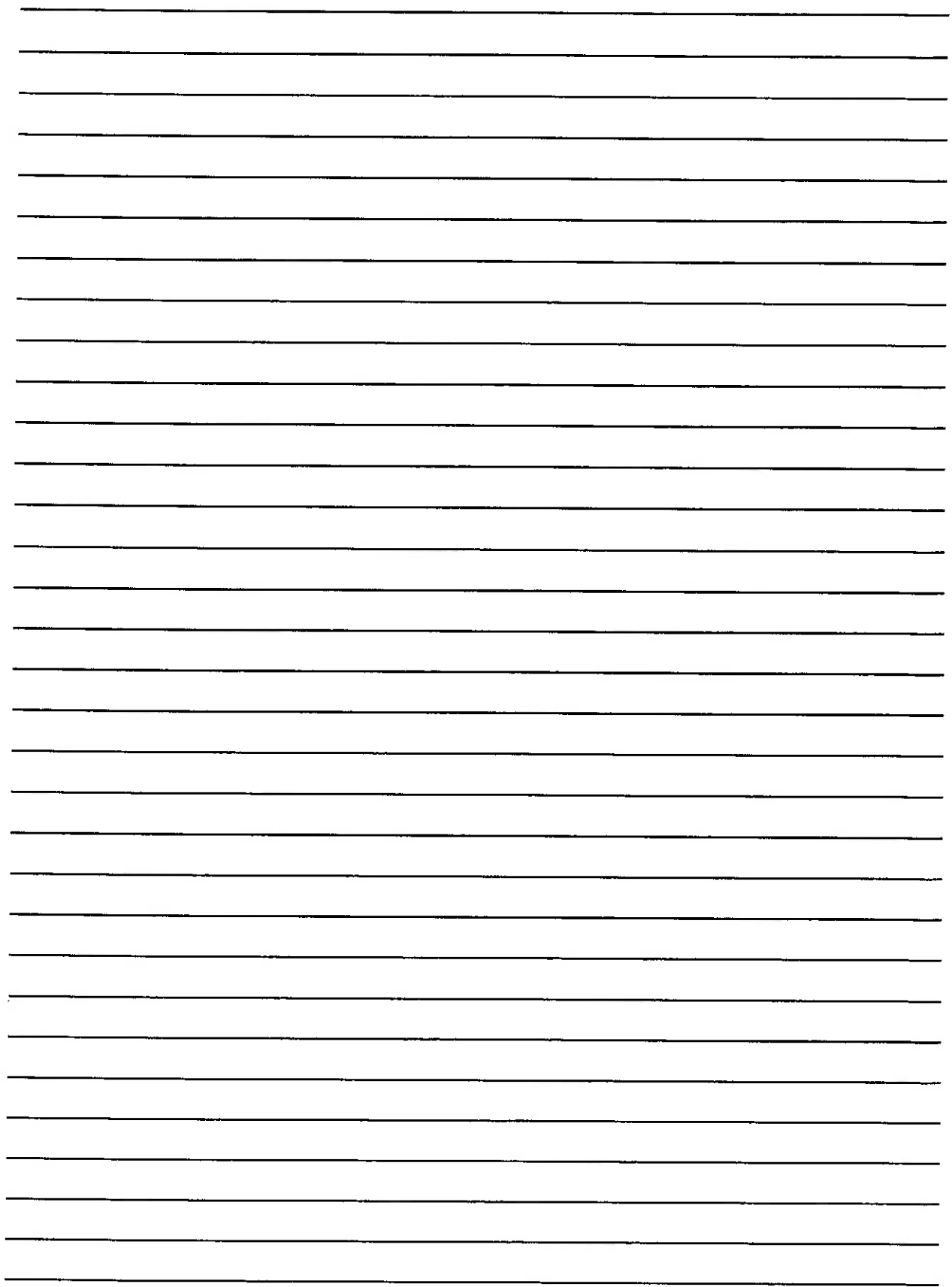
## TWO BEDROOM LAYOUT



For example, purposes only. It is only intended to illustrate general room arrangement for MOST one-bedroom units. All room sizes are approximate and may vary in some units. Internal doors have been purposefully omitted to better show the layout.







## **EMERGENCY PHONE NUMBERS:**

FIRE/AMBULANCE/POLICE – 911

POISON CONTROL – 615-936-2034

SECURITY – 615-717-5844

NON EMERGENCY POLICE – 615-862-8600

NON-EMERGENCY FIRE – 615-327-1300

**OFFICE – 615-646-3882**

