

**Woodlands of Knoxville
Townhouse Corporation**

**Rules and Regulations
and General Information**

**Adopted
2016-06-29**

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August 1, 2016**

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GENERAL

Section

1

1. **Establish Rules:** It is the intent of the officers and Board of the Association to administer all rules and regulations so that everyone will obtain maximum use and enjoyment of the Community. Per Article 2.6 *Rules and Regulations* of Master Deed, the Board of Directors shall have the right to promulgate reasonable rules and regulations from time-to-time, which shall be binding upon the Association and all Owners, Occupants, and their Guests. Such Rules will be distributed to all Owners prior to the date that they shall become effective.

Accordingly, the following rules and regulations ("Rules") have been adopted by the Board to ensure continued excellence in the quality of living at the Woodlands. These Rules are in addition to all other Governing Documents, and will be administered and enforced by the Association through its Board and Management.

Each Owner of a Unit shall ensure that the Owner's family, invitees, guests, and Occupants are aware of all provisions of the Governing Documents of the Association. In addition to any rights the Association may have against the Owner's family, invitees, guests and Occupants, as a result of such Person's violation of the Governing Documents, the Association may take action against the Owner as if the Owner committed the violation in conjunction with the Owner's family, invitees, guests or Occupants.

2. **Laws & Ordinances:** Nothing contained herein shall interfere with any provision of any applicable federal, state or local law, ordinance or regulation.

3. **Association's Principal Office and Accounting Office:**

Woodlands of Knoxville Townhouse Corporation
c/o Woodlands Management, LLC
3805 Cherokee Woods Way
Knoxville, TN 37920
865-609-4034
865-609-4032 fax

4. **Management Company and Personnel:**

Woodlands Management, LLC
3805 Cherokee Woods Way
Knoxville, TN 37920
865-609-4034
865-609-4032 fax
management@woodlandsofknoxville.com

DEFINITIONS

Section

2

Capitalized terms shall be as defined in Article 1: *Definitions* of the Master Deed, some of which are partially restated below, unless the content dictates otherwise or unless otherwise defined herein. Refer to said Article for more definitions and details.

1. **Association:** The Woodlands of Knoxville Townhouse Corporation.
2. **Board:** The Board of Directors of the Association with duties and responsibilities as described in the Governing Documents.
3. **Common Amenities:** The Common Amenities include, but are not necessarily limited to, the clubhouse, pool table, business center, pools and surrounding areas, volleyball court, basketball court, tennis court, theater, tanning station, and work-out facility.
4. **Common Elements:** All property in the Project except the Units.
5. **Community:** The Project commonly known as the Woodlands of Knoxville.
6. **Governing Documents:** Shall mean the Regime Documents described in the Master Deed, plats and plans, and all additional covenants governing any portion of the Project, all as may be supplemented or amended from time-to-time.
7. **Guests:** For the purpose of these Rules, Guests shall include the families, guests, and invitees (including service providers) of the Owner and/or Occupant, as the content may dictate.
8. **Limited Common Elements:** Includes patios, decks, and balconies (collectively referred to herein as "Patios". Refer to Exhibit D of the Master Deed for additional descriptions.
9. **Management:** A professional agent or company hired by the Board to perform duties and services as authorized by the Board.
10. **Occupant:** Any Person occupying all or any portion of a Unit for any period of time regardless of whether such Person is a tenant or the Owner of such property.
11. **Person:** Any individual, corporation, firm, association, partnership, trust, or other legal entity.
12. **Project:** The land, buildings and all other improvements and structures located thereon.
13. **Trash:** Any rubbish, refuse, garbage, trash or any other kind of debris, including abandoned or unsightly furniture or any other unsightly, offensive or hazardous item as determined by the Board.
14. **Unit:** That portion of the Project intended for individual ownership and use as a private residence.
15. **Woodlands:** Same as Community.

NON-COMPLIANCE NOTICE

Section

3

A. Notice to the Association of Alleged Non-compliance

1. **Emergencies or Violation of Law:** If an Owner or Occupant is aware of an emergency situation or of violation of a law, such as a break-in or generally suspicious behavior, **call Emergency 911 FIRST**. A subsequent telephone call may be made to the Association's office. However, for the purposes of this resolution, an "emergency" response by the Association does not include situations that would come under the purview of E911 personnel or the appropriate legal authorities.

2. **Notice in Writing:** All notices or concerns regarding any alleged incident, problem or violation of rules, regulations, the Master Deed or any other Governing Document are to be made **in writing** to the Association's office. Notice via fax or email are acceptable written formats. The notice is to include:

- the complainant's name and contact information
- the date and time of the alleged incident, problem or violation
- location of the alleged incident, problem or violation
- positive identification of the offending person (vehicle, animal, etc.), and
- an account of the incident prompting the notice

The Association will acknowledge receipt of a notice in writing within five [5] business days which will include a brief description of its response to the issue. Verbal communication between complainant and those responsible for the violation is not permitted. All parties involved are to coordinate resolution via the Association office, unless otherwise specified in writing.

3. **Alleged Non-compliance:** The Association will use its best judgment in dealing with each situation on a case-by-case basis.

- The situation may need to be viewed or otherwise verified by a member of the Association's staff.
- A photograph of the alleged violation may need to be taken.
- The situation may be resolved by a telephone call from a member of the Association's staff.
- Written notice of the alleged violation may be sent to the alleged violator and, if applicable, to the

Owner and rental agent, if known.

- Further action may be taken in accordance with the Governing Documents.

B. Association's Notice to an Alleged Violator

1. **Enforcement and Sanctions:** The Association shall have the right to enforce use restrictions, provisions of the Governing Documents, and Rules by any means allowed by law, including the imposition of reasonable monetary fines and suspension of use and voting privileges. Any fines imposed shall be considered an assessment against the Unit and may be collected in the manner provided for collection of other assessments. Fines may vary for the degree of severity of the infraction, repeat offenses and other factors and may continue until the violation is cured.

2. **Types of Non-Compliance:** The Board shall determine in its sole discretion, on a case-by-case basis if necessary, the degree of severity of an infraction of the Governing Documents. As an example only:

- a. Minor infractions may include, but are not limited to, such things as noise nuisance, a pet not being walked on a leash, or items stored on a patio or balcony.

areas. Intermediate infractions may include, but are not limited to, parking of vehicles in unapproved

- b. Severe infractions may include, but are not limited to, health or safety issues regarding pets, failure to promptly make necessary interior home repairs that could impact other Units.

The Board may, at its discretion, increase the degree of severity of an infraction for repetition of the same or similar offense.

3. **Notice:** Notice to an alleged violator is to be provided in writing. As stated in the By-Laws, such notice is to include, but is not limited to, the following:

- a. The nature of the alleged violation.
- b. The proposed sanction to be imposed and when it may start.
- c. A statement that the alleged violator may present a written request for a hearing.

4. **Plan of Action:** The alleged violator may provide a written Plan of Action within fifteen (15) calendar days detailing when alleged violations will be cured if extenuating circumstances preclude a prompt cure. Any Plan of Action must be approved by the Board in writing. Such approval shall state the conditions of the approval.

5. **Referral to Attorneys:** The Board may, but shall not be required to, refer noncompliance issues to its attorneys.

6. **Costs to the Association:** As an additional expense the Association shall be entitled to recover its costs as a Specific Assessment, including but not limited to reasonable attorney's fees, administrative expenses, any costs incurred for self-help compliance and any other costs incurred in bringing about compliance from an Owner.

7. **Absentee Owner:** Absence from the Project does not exempt an Owner from the response time frames established in these Rules.

8. **Waiver:** The Association may grant a waiver of any provision herein upon petition in writing by an Owner showing a personal hardship. Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of the relief. In addition, the Association is hereby authorized to extend the time for the filing of lawsuits and liens, or to otherwise modify the procedures contained herein, as the Association shall determine appropriate under the circumstances.

C. **Owner's Responsibility**

All notices and sanctions for non-compliance of any of the Governing Documents shall be sent to and are the responsibility of the Owner. The Association will not sanction Occupants or Guests. Monetary sanctions shall be invoiced to the Owner and payment shall be due within fifteen (15) calendar days of the date of the invoice.

D. **Monetary Sanctions**

- a) \$25.00 - \$50.00 for first infraction
- b) \$50.00 - \$100.00 for second infraction
- c) \$200.00 - \$500.00 for third and subsequent infraction

PETS AND OTHER ANIMALS

Section

4

1. **Types of Pets:** The Association specifically prohibits harboring animals other than domestic animals as defined by the Humane Society of the United States. Specifically, only dogs, cats, caged birds and fish are permitted. No other type of animal is allowed. No breeding of pets is permitted.
2. **Wild Animals as Pets:** The Association subscribes to the policy of the American Association of Zoos and Aquariums with regard to harboring wild animals as pets: "In view of the hazards both to animals and to man, and due to the specialized expertise required to properly care for captive wildlife, the American Association of Zoos and Aquariums recommends that wild animals not be kept as pets, and further, that the general public keep only domestic animals as pets." Residents who fail to comply with the terms of this policy will be reported to local animal-control authorities.
3. **Quantity:** More than one (1) pet per the number of bedrooms in a Unit must be pre-approved by the Board.
4. **Aquariums:** Aquariums or other containers are not to hold in excess of twenty (20) gallons. One aquarium or such other container counts as one (1) pet.
5. **Leash/Containment:** When outside of a Unit, all pets are to be kept on a leash or in a pet carrier at all times.
6. **Walking Pets and Clean-Up:**
 - a. Pets are not allowed to defecate or urinate within landscaped beds or on trees or other plants.
 - b. The person walking the pet is responsible for cleaning up feces left by the pet no matter where in the Common Elements the deposit is made.
 - c. The person walking the pet is responsible for cleaning up urine left by the pet in the breezeways, stairs and sidewalks.
7. **Common Amenities.** No animals are allowed within the fenced area surrounding the pools, on the tennis court or basketball court, in the shuttle, or other places within the Project as the Board may determine, at any time, regardless of whether on a leash or in a carrier.
7. **Staking:** Staking out an animal on Common Elements is prohibited.
8. **Control of Animal Noise:** Owners are required to ensure that their animals do not create excessive noise. While it is understood that some animals (such as dogs and birds) may make noise once in a while, excessive, constant or repeated noise cannot be allowed. For the purpose of this subsection, "noise" shall include all intrusive sounds including, but not limited to, running and jumping inside a Unit which can be heard by Occupants of adjacent Units.
9. **Strays and Wildlife:** The Association is not responsible for stray animals or for wildlife. Residents with concerns or experiencing problems with strays or wildlife are encouraged to contact the city or county animal control department.

10. **Feeding Animals:** No feeding of birds, other wildlife, strays or other animals is allowed in any portion of the Common Elements or Limited Common Elements. This rule is necessary to keep from attracting rats, bugs and other pests.
11. **Standards / Removal of Pet:** Whether a pet meets the standards set forth by the Rules or other Governing Documents shall be in the reasonably exercised discretion of the Board of Directors. Animals not meeting such standards or causing a nuisance must be promptly removed from the Project by a Unit Owner or an Occupant upon being instructed to do so by the Board.
12. **Endangering Health & Safety.** Any animal which endangers the health or safety of any Owner, ~~or~~ Occupant, or their Guests or which creates a nuisance or unreasonable disturbance, as may be determined in the sole discretion of the Board, must be permanently removed from the Project upon seven (7) days written notice by the Board. If the Owner or Occupant fails to comply with such notice, the Board may have the animal removed. Any animal which, in the sole discretion of the Board, presents an immediate danger to the health or safety of the Project, an Owner, Occupants or their Guests, may be removed by the Board without prior notice to the animal's owner. Entrance in to a Unit for such removal shall not be considered trespass.
13. **Service Animals:** Nothing contained herein shall interfere with any provision under the Americans with Disabilities Act or any similar applicable federal, state or local law, ordinance or regulation regarding service animals.

VEHICLES / PARKING

Section

5

1. **Parking Spaces:** All vehicles are to be appropriately parked only in spaces designated for parking.
2. **Parking Violations:** No vehicle of any kind is allowed to park in front of a fire hydrant, in a fire lane or in any area not clearly designated as a parking space. Parked vehicles may not block access to parking spaces other than the one appropriately in use, any roadway, driveway, entry gate, or dumpster.
3. **Handicap Parking Spaces:** Spaces designated for handicap parking are to be used only by Persons and vehicles in compliance with federal, state and local laws. Such compliance is to be properly displayed in or on the vehicle in the form of a placard, license plate or other notice issued by a regulating agency.
4. **Recreational Vehicles:** Mobile homes, recreational vehicles, golf carts, boats, other water craft, trailers, and any other recreational vehicle may not be parked or stored on the Project and may be towed without notice.
5. **Commercial Vehicles:** Except for the temporary parking of trucks and commercial vehicles for pickup, delivery and other commercial services during business hours only, the parking of commercial vehicles and trailers in the Project is prohibited. For the purpose of this section, commercial vehicle includes any vehicle with commercial writings on its exterior or that is otherwise obviously used for commercial or work purposes. Trucks carrying tools or other work related equipment and/or materials and any vehicle bearing advertising or any other lettering or graphics used for promotional purposes are considered commercial vehicles. Exception: The Association's shuttle vans and maintenance vehicles.
6. **Inoperable Vehicles:** Except for temporary repairs not involving immobility in excess of ten (10) hours, vehicles will not be disassembled, repaired, rebuilt, or constructed on the Common Elements. No painting of any type of vehicle shall be permitted. The Association deems a vehicle inoperable when it cannot function mechanically.
7. **Noise:** Vehicles deemed excessively noisy by the Board are not permitted. This includes excessive sound emanating from a vehicle, such as from tape players, compact disc players, radios, or any type of similar device, and alarm devices.
8. **Abandoned / Stored Vehicles:** A vehicle shall be considered abandoned or stored if it remains on the Project for thirty [30] consecutive days or longer without prior written permission from the Board. The Board is authorized to determine the disposition of an abandoned or stored vehicle to include the right to have the vehicle towed.
9. **Oil or Other Leaks:** No vehicle that is leaking oil or any other substance is allowed to be parked on the Project.
10. **Stolen and/or Vandalized Vehicles:** Neither the Association or its agents are responsible for vehicles that are stolen from or vandalized on the Project.
11. **Sun Spots or Streaks:** The Association will not be held liable for streaking or sun spots caused by water hitting any vehicle. Nor is the Association to be held liable for any spots or other perceived damage to a vehicle caused by grass, leaves or other plant matter which may land on a vehicle.

12. **No Notice Required:** If a vehicle is parked in a fire lane, is illegally parked in a handicapped parking space, is blocking another vehicle, is obstructing the flow of traffic, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed immediately.

13. **Towing Liability:** If a vehicle is towed for violation of any portion of these Rules, it will be at the expense of the vehicle's owner. The Association, its agent or its employees shall not be liable to any person for any claim of damage as a result of the towing activity or for the towing fee.

14. **Trailers, PODs and Other Storage Units:** No trailers, PODs or other storage type containers are allowed on property for any given period of time.

TRASH

Section

6

1. **Cleanliness - Project:** No Trash shall be allowed to accumulate in the Project, including outside the front door, in breezeways and on Patios. This includes placing trash bags outside of the Unit, even temporarily, until taken to the dumpster.
2. **Cleanliness - Units:** For the health of the Community, Trash shall not be allowed to accumulate inside a Unit in such a manner as to attract bugs, mice or other vermin.
3. **Use of Dumpsters:** Trash is to be placed **IN** one of the dumpsters provided for common use and is **NOT** to be left on the ground by the dumpster whether properly bagged or not.
4. **Community Trash Cans:** Trash is **NOT** to be placed in the trash cans which have been placed around the community for the convenience of residents and guests.
5. **Boxes:** All boxes are to be broken down flat and placed **IN** a dumpster. Do not leave next to the dumpster.
6. **Dumping:** No dumping of furniture, appliances, or any such debris on property is allowed. Maximum monetary fines are assessed for dumping.

PATIOS / BALCONIES / BREEZEWAYS

Section

7

1. **Grills / Cooking:** The use or storage of cooking devices on the patios, balconies, breezeways, sidewalks or any other Common Element or Limited Common Element is **NOT ALLOWED**. This includes, but is not limited to, gas, electrical and charcoal grills and smokers. Grilling is only allowed at the grills provided at the pool areas.
2. **Roofs and Overhangs:** Sitting on, lying on, walking on or otherwise occupying any roof or overhang is prohibited. No personal items are to be placed, even temporarily, on any roof or overhang.
3. **Various Items:** No clothing, towels, bathing suits, rugs, mops, appliances, indoor furniture, other household items, clothes lines or poles, firewood, bicycles, motorcycles or mopeds, toys, or sports equipment may be placed or stored where exposed to view from the Patios or Units. No such items are to be left or stored in the Common Elements. No motorized vehicles such as motorcycles and mopeds may be placed or stored inside of any Unit. Exception: motorized wheelchairs. Roller-blading, skateboarding or similar activities are not permitted in the Common Elements.
4. **Personal Items / Decorations in Breezeways:** No personal items are to be placed in any of the breezeways. This includes, but is not limited to, name plates, potted plants, decorative pots, furniture, wall décor, statuary, bird baths, Sheppard's hooks, solar or electric lighting, and furniture. Exceptions: one (1) well kept door mat; seasonal door decoration. No shoes or clothing are to be left outside of a Unit in the breezeway except for those belonging to repair/maintenance persons while they are working in a Unit.
5. **Personal Items / Decorations on Exterior Patios / Balconies Only:** Personal items to include potted plants, decorative pots, outdoor furniture, seasonal decorations and loose floor covering are permitted on patios and balconies. Please refer below regarding seasonal decorations.
6. **Dust / Dirt:** Items including, but not limited to, dust mops, brooms, rugs, mats or other dusty or dirty items are not to be shaken, swept, blown or washed off from patios, balconies, windows or breezeways.
7. **Liquids:** No liquids of any kind including, but not limited to, cooking grease, water and cleaning products, are to be thrown or sprayed from windows, Patios or breezeways.
8. **Candles:** Candles, and any other type of item with a flame, are not to be left unattended anywhere in the Project.
9. **Smoking:** For the safety of the Project; pipe ash, cigars, and cigarettes are to be disposed of in proper receptacles and are not to be tossed on any portion of the Project including, but not limited to, the breezeways, landscaped areas, sidewalks, parking lot and pool areas.
10. **Holiday / Seasonal Decorations:** The display of normal and customary holiday / seasonal decorations is permitted within Patios and on the front door. Holiday decorations may be displayed ten (10) days prior to and ten (10) days following the date of the holiday. Approval for extended time must be pre-approved in writing by the Board.

ACCESS TO UNITS BY ASSOCIATION

Section

8

1. Each Owner is required to provide the Association with a key(s) which allows entry in to the Unit and, if applicable, each bedroom and storage closet.
2. It is the Owner's responsibility to provide the Association with a new key anytime the lock(s) is/are changed.
3. Entry by the Association shall be for emergencies only or with prior approval, provided in writing or via email by the Owner or Occupant.

MAINTENANCE

Section

9

1. **Heating of Units in Colder Weather.** In order to help prevent breakage of water pipes during colder months of the year resulting in damage to any portion of the Project, increased Common Expenses, and increased insurance premiums or cancellation of insurance policies due to numerous damage claims, the thermostats within the Units shall be maintained with the heat in an "on" position and at a minimum temperature of fifty-five degrees (55°) Fahrenheit (except during power failures or periods when heating equipment is broken) whenever the temperature is forecasted to or does reach forty degrees (40°) Fahrenheit or below. This will require that the Unit's utility service be maintained and not disconnected, even if the Unit is not occupied.

Owners and Occupants of Units shall take all steps possible on a timely basis to keep heating equipment, including, but not limited to, the thermostat, in good working order and repair. At any time during the times specified above when the heating equipment is not working properly, the Unit Owner or Occupant shall immediately inform the Association of this failure of the equipment and of the time needed to repair the equipment.

2. **Plumbing: Flushing.** Only human waste and toilet tissue are to be flushed. Products labeled as biodegradable are NOT appropriate for flushing. This includes, but is not limited to, feminine hygiene products, paper towels and baby wipe type products. Damage or repairs caused by flushing inappropriate items, whether listed here or not, will be charged to the Owner of the Unit causing the damage or repairs.

3. **Plumbing: Disposal.** To avoid problems for the whole building/community, including back up in to Units, do not process any of the following in the garbage disposal: glass, plastic, metal, paper, anything combustible, cigarette butts, grease, oil or fat (this will slowly accumulate and clog drains.), extremely fibrous material like corn husks, celery stalks, onion skins, artichokes, potato peels, egg shells, large amounts of food (feed food into the garbage disposal a little at a time with the cold water running), expandable foods like pasta and rice, animal bones of any kind, coffee grounds, and harsh chemicals. Damage or repairs caused by disposal of inappropriate items, whether listed here or not, will be charged to the Owner of the Unit causing the damage.

THE FOLLOWING ARE RECOMMENDATIONS ONLY:

4. **Water Supply:** To reduce the chance of water damage caused by a leak, it is recommended that the resident shut off the main water supply for their Unit when they will be away for more than twenty-four (24) hours.

5. **Water Heater:** To reduce the chance of water damage caused by a leak, it is recommended that the resident shut off the water heater for their Unit when they will be away for more than twenty-four (24) hours.

6. **Air Filters:** To reduce the chance of "freezing up" of the heating and cooling system, it is recommended that the air filters in the Unit be replaced as needed. Make sure you have the proper size filter(s). If they do not fit properly, they are not effective.

7. **Dryer Vents:** To reduce the chance of fire due to lint build-up, dryer vents should be cleaned and vacuumed periodically.
8. **Smoke Detectors:** It is recommended that batteries in smoke detectors and carbon monoxide detectors be changed at least twice a year. When the time changes is a good time to remember.

RENTAL UNITS / TENANTS / LESSEES

Section

10

1. **Contact Information for Tenants:** Owner shall provide the Association with the names of any Occupants along with telephone numbers and email addresses.
2. **Manager:** Owner shall provide the Association with the name, company name, address, telephone numbers and email address of the person managing the rental Unit on the Owner's behalf.
3. **Governing Documents:** Owner shall provide Occupants with a copy of the Governing Documents, including a copy of these Rules.
4. **Mailbox Access:** It is the Owner's responsibility to provide tenants access to the Unit's mailbox. If Owner no longer has keys to the mailbox, a new lock may be purchased from and installed by the South Knoxville USPS at 137 E. Young High Pike, Knoxville, TN 37920-9998, near the corner of Chapman Highway. It is Owners responsibility to pass mailbox keys to purchasers of Owner's Unit.
5. **Damage:** Owners are responsible for the cost of repairs or replacement of any damage caused by Occupants and Guests of their Unit.
6. **Non-Compliance:** Owners are responsible for any fines assessed due to non-compliance of the Governing Documents by their Guests or Occupants of their Unit and their Guests.

COMMON AMENITIES

Section

11

1. **Common Amenities:** The Common Amenities are exclusively for the use of Owners, Occupants, and their Guests. Guests must be accompanied by the Owner or an Occupant. Non-residents of the Project using any of the Common Amenities and not accompanied by the Owner or Occupant they are visiting are trespassing.
2. **Use at Individual's Risk:** Use of any of the Common Amenities is at the individuals own risk.
3. **Rules:** All users of the Common Amenities are to obey all rules regarding use of the facilities, including posted signs, which may change from time-to-time without prior notice.
4. **Community Wrist Band:** When using any of the Common Amenities, residents must wear or have with them a current Wrist Band issued by the Association.
5. **Minor Children:** Minor children are not allowed access to or use of any Common Amenities without being accompanied by an adult. Minor children are not allowed use of the tanning station, whether supervised by an adult or not.
6. **Pools:**
 - a. NO animals are allowed inside the fenced pool areas.
 - b. NO glass containers are allowed inside the fenced pool areas.
 - c. NO diving in the pools is allowed.
 - d. NO life guard is on duty. Use of the pools is at the personal risk of the individual.
 - e. NO playing loud or otherwise offensive music.
 - f. Residents may have two (2) guests at the pool areas.
7. **Tanning Station:** Use of the tanning station is first-come first-served during the hours the Association's office is opened. User must sign in, pick up the key and sign out when returning the key.
8. **Courts and Work-Out Equipment:** The volleyball court, basketball court, tennis court and work-out equipment are available on a first-come, first-serve basis.
9. **Private Events:** The Common Amenities (other than the tanning station) may be used for private functions under these guidelines:
 - a. Completion of a reservation form in the Association's office at least thirty (30) days in advance of the event.
 - b. A deposit of Five Hundred Dollars (\$500.00) is required at least seven (7) days prior to the event. The Association reserves the right to deduct a cleaning fee and/or the cost to repair any damage from the deposit. Any unused portion shall be returned to the applicant. Any costs not covered by the deposit shall be the responsibility of the applicant/event sponsor.

c. Events with fifteen (15) or more expected attendees must have security provided by an officer from the Knoxville Police Department or the Knoxville Sheriff's Department at the event sponsors expense. Proof that such security has been obtained must be provided at least seven (7) days prior to the event.

d. The Association reserves the right to deny use of any amenities.

e. The Association reserves the right to shut down any event that does not have proper approval, required security or becomes "out of control".

d. Upon receipt of all required items, the Association's representative will sign the reservation form which must be presented the day of the event, if requested.

SHUTTLE SERVICE

Section

12

1. **Courtesy Service:** The Association offers shuttle service from the Community to and from the University of Tennessee campus as a courtesy to the Community's residents. **This is a courtesy amenity and is not an obligation required under the Governing Documents.**
2. **Interruption of Service:** The shuttle is a mechanical device that could periodically malfunction, fail or be rendered inoperative. The shuttle service could be interrupted due to weather, traffic or other unforeseen conditions and there is no guarantee that the shuttle will always be available to provide transportation to or from campus.
3. **Full Shuttle:** A seat on the shuttle is available first come, first served. Residents may be turned away in the event the shuttle is full and cannot accommodate additional passengers.
4. **Alternative Transportation:** The Association, or any of its agents, employees or representatives, is NOT responsible to provide any alternative transportation.
5. **Shuttle Rules:** Passengers are to abide by the shuttle rules, which may be changed from time-to-time without prior notice. **A residents use of the shuttle service may be revoked for non-compliance.**
 - a. Passengers are to comply with all legal instructions given by the shuttle driver.
 - b. The shuttle is for residents of the Woodlands of Knoxville only.
 - c. Passenger must wear the community wrist band issued by the Association which indicates to the driver that the passenger is a resident of the Woodlands of Knoxville.
 - d. No food or drink is allowed on the shuttle.
 - e. Absolutely no alcohol is allowed on the shuttle. Any violation of this rule will result in an immediate and permanent ban from the use of the shuttle.
 - f. Passengers are expected to be courteous to the driver and other passengers at all times.
 - g. No abusive, disruptive behavior or vulgar language will be tolerated.
 - h. The driver has the discretion to call for police assistance if a passenger is disruptive or otherwise displays abusive behavior and to revoke that passenger's privilege for future use of the shuttle.
 - i. The shuttle runs on a set route and schedule. It is not a taxi service and the drivers cannot deviate from their routes.

COMMUNITY WRIST BAND

Section

13

1. In order to easily identify persons with a right to use the Common Amenities or the shuttle, the Association issues a Community wrist band ("Wrist Band") to each such person. Wrist Bands are the property of the Association.
2. Those entitled to a Wrist Band include Occupants of a Unit up to one Wrist Band per bedroom. There will be a fee for additional Wrist Bands.
3. There shall be a replacement fee of \$50 for lost or damaged wrist bands.
4. It is the Owners or their agents responsibility to provide the names of all Occupants to the Association. Wrist Bands are valid from August 1st of one year through July 31st of the following year.
5. Wrist Bands are to be worn or presented when using any of the Common Amenities including the shuttle.
6. It is Owners responsibility to pass Wrist Bands to purchasers of Owners Unit. Neglecting to do so will require the new Owner to purchase any needed Wrist Bands.

GATE ACCESS

Section

14

1. **Access Gates Not Intended as Security:** The Woodlands of Knoxville is equipped with electronically controlled access gates. The installation of access gates does not constitute an agreement by the Association, its agents or employees or any individual Owner to provide security.

The access gates are mechanical devices that could periodically malfunction, fail or be rendered inoperative, and there is no absolute guarantee that the access gates, even while properly functioning, will in any way increase security or prevent theft, assault, vandalism or damage to persons or property. Neither the Association, its agents or employees shall be liable for any injury, damage, or loss to any person or property caused by any other person including, but not limited to, theft, burglary, trespass, assault, vandalism, or any other crime.

Neither the Association, its agents or employees shall be liable for any damage to or loss of any motor vehicle which results from any of the access gates coming into contact with any such motor vehicle, irrespective of whether such contact is the result of some problems, defect, malfunctions or failure of the access gates.

2. **Express Disclaimer of Warranty:** Neither the Association, its agents or employees make any warranty, express or implied, as to the condition of the access gates for their fitness for any particular purpose, or the likelihood that the access gates will increase the security of the property.

3. **Gate Damage:** If an Owner, Occupant or any guests, invitees, or any person providing a service to a Unit (such as, for example, drivers of a moving van or delivery truck), shall damage any of the access gates, irrespective of whether such damage is the result of some problems, defect, malfunction or failure of the access gates, Owner shall be liable to the Association for the cost of repair of the access gates and the Association shall have the right to charge such cost to Owner; it being understood and agreed upon that it shall be the responsibility of Owner or any of Owner's, guests, invitees, Occupants, or any other person providing a service to Owner's Unit to operate their motor vehicles in such a manner so as to stay clear of and not come into contact with the access gates.

4. **Gate Remote:** Each Unit is entitled to one gate remote per Owner of record and one per bedroom for Occupants. If a gate remote is lost or an additional one is needed, Owner may purchase one at the Association's office. It is the Owner's responsibility to collect gate remotes from Occupants. It is Owners responsibility to pass gate remotes to purchasers of Owner's Unit.

MISCELLANEOUS

Section

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1. **Notices & Signage:** No notices or signage of any kind may be attached to or otherwise displayed in the Common Elements without approval of the Board. No signs, displays or advertising materials may be placed in any Unit where visible from the exterior of the Unit. No signs, advertising posters, billboards, canopy or awnings, or any variation of the foregoing of any kind shall be erected, placed, or permitted to remain on the Project without the prior written approval of the Board. The Board shall have the right to erect reasonable and appropriate signs on behalf of the Association.
2. **Noise:** All Owners, Occupants and their Guests shall reduce noise levels between the hours of 10:00 PM and 8:00 AM so that neighbors are not disturbed. At no time are musical instruments, radios, stereos, or televisions to be so loud as to create a nuisance.
3. **Yard Sales:** Yard sales, garage sales, or similar activities are not permitted.
4. **Waterbeds:** Waterbeds are prohibited on the 2nd and 3rd floors.
5. **Number of Occupants per Unit.** Number of residents per Unit cannot exceed the number of bedrooms in the Unit. Nothing in this Rule shall supersede any applicable law or ordinance regarding families.
6. **Window Treatments.** Unless otherwise approved in writing by the Board, all windows which are part of a Unit shall have window treatments and any portion thereof visible from outside the Unit shall be white or off-white in color.
7. **Firearms and Fireworks.** The display or discharge of firearms or fireworks anywhere in the Project is prohibited; provided, however, that the display of lawful firearms on the Common Elements is permitted for the limited purpose of transporting the firearms across the Common Elements to or from a Unit. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.
8. **Affixing Items:** No items are to be affixed to the exterior walls or ceilings without prior written approval from the Board.