

This Instrument Prepared by:
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**Prepared from information provided
by and at the direction of The Brandywine Pointe
Community Association Board of Directors**

**THE BRANDYWINE POINTE COMMUNITY ASSOCIATION,
INC.**

RULES & REGULATIONS

Adopted April, 2017

THE BRANDYWINE POINTE COMMUNITY ASSOCIATION, INC.

RULES & REGULATIONS

These Rules and Regulations have been adopted this 11th day of April, 2017 pursuant to the Powers and duties granted to the Board of Directors in Article VII, Section 1(a) of the By-Laws of Brandywine Pointe Community Association, Inc. (“By-Laws”).

The Rules and Regulations have been so adopted by the Board of Directors to insure compliance with the Declaration of Covenants, Conditions and Restrictions, of record in Book 8120, Page 170, et seq., said Register’s Office (“Declaration”), and By-Laws of Brandywine Pointe Community Association, Inc. (“Brandywine Pointe” or “Association”), and any and all amendments thereto (all collectively referred to as “governing documents”).

The procedures contained within these Rules and Regulations shall not prohibit Brandywine Pointe from exercising any and all remedies available to it contained within the said Declaration, By-Laws or under Tennessee Law.

These Rules and Regulations are intended to supplement any all existing Rules and Regulations. The Board may amend this document at any time without a vote from the Association membership.

The Board of Directors for Brandywine Pointe Community Association, Inc. have voted to implement these Rules and Regulations to adopt reasonable restrictions upon leasing within the Brandywine Pointe Subdivision as follows:

Leasing.

(1) Definition and Restrictions.

- i. Definition. “Leasing” for purposes of this Declaration is defined as any short-term transient or vacation-type occupancy or the regular, exclusive monthly, quarterly or annual occupancy of a house by any person or persons other than the Owner, or any lease-purchase or similar agreement, regardless of whether the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- ii. Restrictions.

Lease Restriction and Exceptions

1. All purchasers of homes subsequent to the date of these Rules and Regulations, shall own and use such home as the purchaser’s primary place of residence for the immediate twelve (12) consecutive months after the date of such purchase.

2. Notwithstanding the hardship leasing permitted herein, under no circumstances shall the Board approve any lease which will cause the total number of leased Units to exceed twenty percent (20%) of the combined total of lots at Brandywine Pointe. Failure of the Board to strictly comply with this or any other provision within these Rules and Regulations, shall not act as a waiver of its right to do so at any time in the future.

3. The Board, in its discretion, shall be empowered to allow reasonable leasing of homes to avoid undue hardship for reasons to include, but not limited to (a) when an Owner must relocate his or her place of residence and cannot, within ninety (90) days from the date that the home was placed on the real estate market, sell the home for at least the current appraised market value, after having made reasonable efforts to do so; (b) where an Owner dies and the home is being administered by his or her estate and/or surviving heirs at law; (c) where the Owner takes a leave of absence or is temporarily relocated a distance of fifty (50) miles or greater from the home and intends to return to reside in the home; (d) Unit Owner is a member of the United States armed forces and is deployed for more than sixty (60) calendar days for a distance of more than fifty (50) miles from his home. In all such hardship situations the Owner shall reapply at the end of the natural lease term for renewal of the hardship exception created herein.

Those Owners who are required to demonstrate, and who have so demonstrated, that the inability to lease their home would result in undue hardship and who have obtained the requisite written approval from the Board, may lease their home for such duration as the Board reasonably determines is necessary to prevent undue hardship. No hardship exemption shall be granted for more than one (1) year at a time, and the Owner shall reapply for the renewal of a hardship exemption no less than sixty (60) calendar days prior to the natural expiration of the lease. If the Owner makes such application for renewal of hardship exemption to the Board, and does not receive a written approval of renewal hardship exemption from the Board prior to the natural expiration of the lease, the hardship exemption shall be presumed to be approved. The Board shall not unreasonably withhold approval.

Lease Requirements

Such leasing as is permitted herein, shall be subject to reasonable rules promulgated by the Board, and the following requirements:

1. All leases shall be in writing and a copy of the fully executed lease naming all tenants and occupants shall be filed with the Community Manager prior to occupancy;
2. Lease terms shall be for no less than one (1) year;
3. There shall be no subleasing or assignment of leases except with the prior written approval of the homeowner;
4. No transient tenants shall be accommodated in any house;
5. No house shall be advertised and/or used as a vacation or seasonal rental or bed and breakfast through any service such as Vacation Rental By Owner ("VRBO"), Airbnb or any similar short-term leasing marketing service;
6. No house shall be leased except in its entirety;
7. Tenants and occupants named in all leases shall be subject to the Declaration of Covenants, Conditions and Restrictions, By-Laws and Rules and Regulations for Brandywine Pointe Community Association, Inc., as the same may be amended from time to time.

8. A reasonable leasing fee, to be determined by the Board in its discretion, shall be paid by the owner on or before the date of occupancy of all tenants and occupants.

Excluded Parties

I. Mortgage/Deed of Trust:

Notwithstanding any provision herein to the contrary, the provisions of the immediately preceding paragraphs shall not apply to any leasing transaction entered into by the holder of any first mortgage and/or Deed of Trust on a house who becomes the Owner of the house through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such mortgage and/or Deed of Trust.

II. Existing Homeowners:

Existing Unit Owners as of the date of these Rules and Regulations may lease their home and are effectively “grandfathered”. The exclusion herein shall only be applicable to Owners, tenants and occupants who, as of the date of these Rules and Regulations, currently are, and remain in compliance with the existing Declaration of Covenants, Conditions and Restrictions, By-Laws, amendments thereto and Association Rules for Brandywine Pointe Community Association, Inc.

Once an Owner who has enjoyed this grandfathered status, transfers ownership to any third party, his or her house shall then be subject to the provisions recited within these Rules and Regulations. A transfer of ownership for the purposes of this part, shall expressly exclude the following transfers of ownership: transfers of title between spouses; transfers of ownership to a Trust, the beneficiary and/or trustor of which, is the homeowner; transfers of ownership by homeowner to a legal entity for tax or estate planning purposes.

All existing homeowners who currently lease their homes and those homeowners who currently do not lease their homes, but who may lease at a future date, shall provide a copy of the fully executed written lease agreement which shall name all tenants and occupants, to the Association management company within thirty (30) calendar days of tenant’s occupancy.

III. Association:

Notwithstanding any provision herein to the contrary, the provisions of the immediately preceding paragraphs shall not apply to any leasing transaction entered into by Brandywine Pointe Community Association who becomes the homeowner of a house through foreclosure of its lien or any other means pursuant to the satisfaction of a Notice of Lien or judgment in the Association’s favor.

Tenants and Occupants Liable:

Tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration of Covenants, Conditions and Restrictions, By-Laws for Brandywine Pointe Community Association, Inc. and all amendments thereto, and all duly adopted Association Rules by the Board for the Association.

Rental Fine Policy:

An Owner in violation of any provision of these Rules and Regulations shall be provided written notice of such violation and shall have ten (10) business days from the date of such written notice to comply. If the Owner fails and/or refuses to comply with such written notice, the Owner will be fined \$200.00 per month until such Owner complies with this provision of these Rules and Regulations, or for four (4) months, whichever comes first.

If after the Owner is assessed for four (4) months of fines as recited herein, such Owner remains non-compliant with any provision of these Rules and Regulations, Brandywine Pointe, by and through its duly elected Board, shall be entitled to seek all of the same remedies within the Declaration as are provided for the enforcement of unpaid and delinquent Assessments and Special Assessments as the same are defined within the Declaration and all existing and future amendments thereto.

Fines created by this Article, together with the costs and reasonable attorneys' fees for the enforcement thereof, shall be a charge on the land and shall be a continuing lien upon the house against which each such fine is levied; and such fines, together with costs and reasonable attorneys' fees for the enforcement thereof, shall be the personal obligation of the person who was the Owner of such house at the time the fine(s) were levied.

Tenant/Occupant Violations. Written notice shall be mailed to tenants, occupants and the Owner at the last address provided by the Owner to the Association, of any and all violations of the Declaration, By-Laws, Association Rules and amendments thereto by such tenant or occupant. Such written notice shall give the Owner ten (10) business days to provide the Association with written evidence of the measures such Owner has taken to ensure such violations by their tenant or occupant does not continue. Any violation by such tenant or occupant of the same or similar nature within sixty (60) days of the original violation, shall be considered a continuation of the previous violation. The Rental Fine Policy above shall be implemented against any Owner who fails to provide such written notice to the Association as required in this part or whose tenant's or occupant's actions are considered a continuation of a previous violation.

After the above Rental Fine Policy has been implemented as a measure and prerequisite to compel the tenant's or occupant's compliance through the Owner, should such violations continue, the Association shall be entitled to file suit against such tenant or occupant and Owner for unlawful detainer, and the Association shall further be entitled to file Writs to seek possession of the Owner's Unit, and evict such tenant or occupant. All costs for such action,

including reasonable attorneys' fees, shall be a continuing lien and charge against such Owner's house, and be the personal obligation of such Owner.

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this the 11th of April, 2017.

**BRANDYWINE POINTE
COMMUNITY ASSOCIATION, INC.**



By:
Its: President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Larry Dages with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon her/his oath, acknowledged herself/himself to be the President of the Brandywine Pointe Community Association, Inc., and that she/he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself/himself as such President.

Witness my hand and official seal at Hermitage, Davidson County, Tennessee, this 11th day of April, 2017.



Notary Public

My Commission Expires: 01/04/2021

