



FLIPPER BEND

SIGNAL MOUNTAIN TENNESSEE

Flipper Bend Homeowners Association Rules and Regulations

Introduction

To provide the greatest enjoyment of the Community for all owners and their guests, certain community rules and regulations have been established. If everyone will carefully observe these rules and regulations, along with being considerate of others, it will add to the pleasure of all. It is the responsibility of each member of the Association to read and follow the rules and regulations set forth here and ensure that any guests as well as lessees and renters of their Flipper Bend residence(s) are advised accordingly.

Any conflict between these Rules and Regulations and the Association Covenants and By-Laws is to be governed by the Association Covenants.

Definitions

“Association”: The Flipper Bend Homeowners Association

“Common Area”: All real and personal property which the Association now or hereafter owns, leases or otherwise hold possessory or use rights in for the use and enjoyment of the Owners. Includes Community Amenities (inclusive of patio and deck, Swimming Pool, Path Pavilion, Still House, and Community Garden) and Association Property (including but not limited to roads, rights-of-way, entrances, landscaped areas and grounds adjacent to Community Amenities).

“Guest”: Persons who visit the property with a sponsoring Owner or lessee.

“Lessee”: One (1) or more Persons who have a lease agreement with an Owner of a Flipper Bend residence whereby the duration of the lease exceeds 6 months. Lessees and their guests have access to and utilization of Flipper Bend amenities as designated in the respective Community Rules and Regulations for the Amenity.

“Membership”: Every Owner shall be deemed to have membership in the Association.

“Owner”: One (1) or more Persons who hold the record title to any tract of land in the Properties, including, without limitation, a Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

“Owner, Lessee, or Guests”: Any reference to Owner, lessee, or guests is inclusive of respective immediate family members.

General Association Rules

Amendments

The rules set forth in this document may be changed, amended, or repealed at any time and without prior notice. Furthermore, as necessary, community management (Association Board or Developer and Declarant) may make exceptions to the rules at their sole discretion.

Alcohol

The Association will comply with all federal, state, and local laws pertaining to the service of alcoholic beverages. Alcoholic beverages will not be served, sold nor consumed on Association Property and at Community Amenities during such hours as may be prohibited by law. All instances of intoxication on Association Property and at Community Amenities will be dealt with appropriately.

Animals

Domesticated animals, except certified service animals, accompanying Owners, lessees, or guests, are not allowed in the Still House nor Swimming Pool areas (within fencing). When accompanied by a competent person in all other Common Areas domesticated animals are to be attached to a leash and animal excrement waste collected and disposed of appropriately.

Attire

It is expected that Owners will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of our community. It is also expected that Owners will advise their guests and lessees of our dress requirements.

Automobiles

Automobiles parked on Association Property must be parked within the areas designated for parking. All "No Parking" and "Handicap" restrictions shall be observed. No vehicle can be parked on Association property for more than 48 hours without permission from HOA.

Community Roads

Speed limit for paved and unpaved community roads, unless posted otherwise, is 25 miles per hour and all vehicles (non-motorized and motorized) are to adhere to posted traffic signage.

Controlled Substances

Controlled substances, as defined by Tennessee and federal laws, other than those prescribed by a physician for medical reasons, are not permitted on Association Property or at Community Amenities.

Directory

The Association reserves the right to prepare a community Directory for purpose it deems to be in the best interest of the Association. The Directory may not be used by any Owner for commercial or solicitation purposes, nor given to a non-Owner for any purpose. The Directory is to be published solely for the social convenience of the Owners who shall have the option not to have their contact information included.

Drones

No drone videos or photos allowed without written permission from the developer or HOA. No drones can be flown over developed areas of Flipper Bend. Drones are to only be flown over green spaces. The only exception to this rule is that if it is being used by a federal agency. All drones have to be registered with FAA.

Enforcement

An Owner, guest, or lessee may be subject but not limited to fines or having their rights to use the Common Amenities terminated or suspended by the Association if they:

- Permit his or her remote access card to be utilized by a non-Owner or non-authorized user;
- Exhibit unsatisfactory behavior, conduct or appearance;
- Fail to abide by the rules and regulations as set forth for the Community Amenities and Association Property.

An Owner and his or her guest, and lessees' rights to use the Common Amenities may be terminated or suspended by the Association if the Owner is more than 60 days delinquent on paying applicable HOA assessments or special HOA assessments.

Entertainment

No performance by entertainers will be permitted on Association property without the prior approval of the Association.

Gambling

No gambling held illegal by the State of Tennessee is permitted on Association property.

Golf Carts and All Terrain Vehicles (ATVs)

Golf carts and ATVs may be driven on community roadways and may not be operated on any sidewalk or path that is not specifically designated as such, as well as non-roadway Association Property. Drivers must be at least 16 years of age and possess a valid automobile operating license.

The number of passengers per cart and ATV must not exceed the passenger limit and load capacity designated by the vehicle's manufacture. All persons are required to be seated in an installed seat specifically designed for such, during the operation of the golf cart or ATV and are not permitted to stand or be seated upon the body or frame work. Children age three (3) years and younger may be singularly held in the lap of or secured in a baby carrier attached to an adult (age 18 or older).

Liability

Neither the Association, its officers nor its employees shall be liable for any injuries to persons or damage to or loss of property involving Owners, guests, lessees, or other persons on the Association premises. Each Owner, guest, or lessee agrees to indemnify and hold the Association and its employees and vendors harmless from and against any and all claims made by them and their guests, or lessees, occurring on the Association premises for personal injury, damage to, or loss of property not proximately caused by the gross negligence or willful or wanton conduct of the Association.

Mailing Address

Each Owner shall be responsible for filing with the Association, in writing, his or her mailing address and any changes hereto, to which the Owner wishes all notices and invoices of the Association be sent. An Owner shall be deemed to have received mailing from the Association ten (10) days after they have been mailed to address on file with the Association.

Remote Access Cards

Up to two (2) Access Cards will be issued to Owners upon payment of the required fees by the Owner. More cards can be issued on request of the Owner for eligible persons 16 years of age or older at a charge of \$50.00 per card. Access Cards are not transferrable. Access Cards are only for the use of persons to whom they are issued. In the event of a lost or stolen card, the Association must be notified immediately. The ability to use the card will be canceled. For each Access Card replaced, service charge of \$50.00 will be placed on the Owner's account.

Owners shall be responsible for securing Access Cards for renters of any of their properties at the aforementioned additional card charge of \$50.00.

Notices

No notices should be posted on any Association Property or Community Amenities without the Association's approval. Posted notices shall be limited to Association matters.

Petitions

No subscription paper, petition, political poster, or similar documents shall be circulated, nor any article exposed for sales or barter on Association Property by Owners or guests.

Property & Personal Injury

Each Owner and guest assumes sole responsibility for his or her property. The Association shall not be responsible for any damages to any private property used or stored on the premises of the Association. The removal from the room in which it is placed, or from the Association's premises, of any property (including but not limited to furniture, equipment, furnishings, fixtures, televisions, utensils, appliances, cooking and serving items) belonging to the Still House or Association without proper authorization is not permitted. Every Owner and guest shall be liable for any property damage and/or personal injury at the Community Amenities, on Association Property, or at any activity or function operated, organized, arranged or sponsored by the Association, caused by the Owner, lessee, guest or respective family member.

Any Owner, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game function, exercise, competition or other activity operated, organized, arranged, or sponsored by the Association either on or off the Association's premises, shall do so at his or her own risk. The Owner or lessee shall hold the Association and its officers, employees, representatives and agents harmless from any and all loss, cost, injury, damage or liability sustained or incurred by him or her, resulting from any act of omission of any owners, owners' officers, employee representatives or agent of the Association. Any Owner or lessee shall have, owe and perform the same obligation to the Association and any of its officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of the Owner or lessee.

Tobacco Products & Vaping

Owners, renters, and guests are asked be considerate of others. The entirety of the Still House, Swimming Pool, and Pavilion is tobacco free and non-vaping. Owners, lessees, and guests should dispose of any smoking materials properly.

Solicitations

No demonstration or solicitation on behalf of any political, sectarian, or other group shall be made on the Association Common Areas, nor shall printed matter on behalf of any person, party, or legislation be distributed in the Still House or on Association Property.

Special Functions & Private Events

All special functions and private events using the Still House, Swimming Pool, or Pavilion must be reserved in advance and approved by the Association Board of Directors.

Short Term Rentals

There shall be no rental of any property in Flipper Bend shorter than 6 months.

Swimming Pool Rules

Pool Hours

Swimming or sunbathing is permitted during pool operating hours of 8:00 AM – 10:00 PM, seven (7) days per week during pool season (typically Memorial Day through Labor Day weekends).

Animals

Domesticated animals, except certified service animals accompanying Owners, guests, or lessees, are not allowed in the pool area. No animals are allowed in pool.

Attire

Owners, lessees, and guests should dress in attire befitting the surroundings of the Community. Extremely revealing attire, such as a thong, is not suitable for the family atmosphere of the pool.

Behavior

No Owner, lessee or guest within the pool area shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for suspension of swimming pool usage rights.

Running, boisterous or rough play, pushing, offensive or disruptive splashing or yelling, diving or jumping without care and caution, improper conduct causing undue disturbances, or any acts which would endanger any patron are prohibited.

Children

Children under the age of 16 years of age must be accompanied at all times by an adult (18 years of age or older). Swim diapers are required for all children who are not toilet trained and changing diapers is to be done in the restrooms not the pool area.

Contamination

Any Owner, lessee, or guest found contaminating the pool is subject to suspension of swimming pool usage rights and is liable for any costs associated with remedying the contamination.

Pool Equipment

Poolside equipment, i.e. skimmer baskets and pole, life hook and rescue pole, are for applicable swimming pool use only and are not to be utilized otherwise, e.g. retrieving items from pond, etc.

Glass

There is to be no glass containers in the pool area.

Guest Policy

Each Owner or renter may bring up to five (5) accompanied guests per residence at any one time to the pool. Unaccompanied guests are not permitted and the guest policy is not applicable to renters. Any more than five (5) guests are deemed to constitute a private event that is subject to the guidelines outlined under the Reservations heading.

Identification

All Owners and lessees should be prepared to show and have access to their remote access gate card at all times while in the pool area. Periodic checks may be performed by the Association to ensure pool usage is restricted to Owners, lessees, and their guests only.

Lifeguards

No lifeguards will be on duty. The pool is operated under a "Swim at your own Risk" policy and great care should be taken.

Radios

Radio volume shall be kept at a level that does not disturb others.

Reservations

Usage of the pool area is on a "first come, first served" basis. Reservations for private pool events are made through the Association management and will require a security deposit and non-refundable fee.

Limits:

- Each private pool event is limited to no more than twenty (20) non-Owner/lessee guests
- There is a two (2) hour maximum time limit for private pool events.
- Each Owner or lessee is limited to no more than three (3) private pool events per season.
- The pool is unavailable for Owner or lessee private events on holidays.
- Reservations for weekend private pool events may be limited or restricted to designated hours.

Tobacco Products & Vaping

No tobacco products or vaping are permitted in the pool area.

Toys / Equipment

No tennis balls, footballs, super-soaker water guns or floats larger than 24-inches are allowed in the pool.

Trash

It is the Owner and guest's responsibility to remove or properly dispose in provided receptacles any trash from the pool area that they have created.

Still House Rules

Still House Hours

Social, recreational, and exercising activities permitted during Still House, inclusive of deck and patio, operating hours of 6:00 AM – 12:00 AM, seven (7) days per week.

Animals

Domesticated animals, except certified service animals accompanying Owners, guests, or lessees, are not allowed in Still House. Domesticated animals attached to a leash are allowed on deck and patio.

Attire

Owners, lessees, and guests should dress in attire befitting the surroundings of the Community. Shirts and footwear are required components of attire suitable for the Still House, inclusive of the deck and patio, with the exception of pool patrons accessing the Still House restroom facilities.

Behavior

No Owner, lessee or guest within the Still House, inclusive of deck and patio, shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for suspension of Still House usage rights.

Children

Children under the age of 16 must be accompanied at all times by an adult (18 years of age or older) in the Still House.

Furnishings

Owners, lessees, and guests utilizing the Still House, inclusive of the deck and patio, are to return all furnishings including but not limited to chairs, couches, tables, pool table covers, and rugs to their original placement or storage if rearranged during use.

Guest Policy

Each Owner or lessee may bring up to five (5) accompanied guests per residence at any one time to the Still House. Unaccompanied guests are not permitted and the guest policy is not applicable to lessors. Any more than five (5) guests are deemed to constitute a private event that is subject to the guidelines outlined under the Reservations heading.

Reservations

Usage of the Still House, inclusive of deck and patio, is on a “first come, first served” basis. Reservations for private functions at the Still House inclusive of deck and patio events are made through the Association management and will require a security deposit and non-refundable fee.

All reservations for the Still House private events will be posted at a designated area in the Still House.

Tobacco Products & Vaping

No tobacco products or vaping are permitted in the Still House, inclusive of the deck and patio.

Trash

It is the Owner, renter, and guest's responsibility to remove or properly dispose in provided receptacles any trash from the Still House, inclusive of the deck and patio, they have created.

Pavilion Rules

Pavilion Hours

Social, recreational and exercise activities permitted during Pavilion operating hours of 7:00 AM – 10:00 PM, seven (7) days per week.

Animals

Domesticated animals attached to a leash are allowed at the Pavilion.

Attire

Owners, lessees, and guests should dress in attire befitting the surroundings of the Community. Shirts and footwear are required components of attire suitable for the Pavilion.

Behavior

No Owner, lessee or guest within the Pavilion shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for suspension of Pavilion usage rights.

Children

Children under the age of 16 years of age must be accompanied at all times by an adult (18 years of age or older) at the Pavilion.

Furnishings

Owners, lessees, and guests utilizing the Pavilion, inclusive of the deck and patio, are to return all furnishings including but not limited to chairs and tables to their original placement or storage if rearranged during use.

Guest Policy

Each Owner or lessee may bring up to five (5) accompanied guests per residence at any one time to the Pavilion. Unaccompanied guests are not permitted and the guest policy is not applicable to lessors. Any more than five (5) guests are deemed to constitute a private event that is subject to the guidelines outlined under the Reservations heading.

Reservations

Usage of the Pavilion is on a “first come, first served” basis. Reservations for private Pavilion events are made through the Association management.

All reservations for the Pavilion private events will be posted at a designated area in the Pavilion.

Tobacco Products & Vaping

No tobacco products or vaping are permitted at the Pavilion.

Trash

It is the Owner and guest's responsibility to remove or properly dispose in provided receptacles any trash from the Pavilion they have created.

Community Garden Rules

Amenity

The Community Garden, is a fenced enclosure with water consisting of raised planting sites and a storage shed. The sites rent for \$50 for the planting season with fees going towards garden upkeep and any residual funds to the Association.

Animals

Domesticated animals attached to a leash are allowed within the Community Garden.

Behavior

No Owner, lessee or guest within the Community Garden shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for suspension of Community Garden usage rights.

Children

Children under the age of 14 years of age must be accompanied at all times by an adult (18 years of age or older) within the Community Garden.

Planting Site Renter Guidelines

Planting site renters agree to:

- Maintain assigned planting site(s) free of weeds and debris during growing season and remove all weeds, debris and remaining plantings at the end of the growing season.
- Utilize site refuse container for trash and debris disposal.
- Properly store materials and tools utilized in potting shed, assigned storage containers and hose racks.

Tobacco Products & Vaping

No tobacco products or vaping are permitted within the Community Garden.

Trash

It is the Owner, and guest's responsibility to remove or properly dispose in provided receptacles any trash from the Community Garden they have created.

Trails and Campsites

Hiking

All the hiking and biking trails throughout the neighborhood are for the use of Owners, lessees and their guests. The only exception to this rule are the hiking trails on the lower undeveloped section. These trails that tie into the Flippers Bend Loop are open to the public.

Camping

Any camping done on the property must be in designated camp sites. The use of these sites are for use by Owners, lessees and their guests.