

TITLE 20

MISCELLANEOUS

CHAPTER

1. HOMEOWNERS' ASSOCIATIONS AND EXCLUSIVE AGREEMENTS.

CHAPTER 1

HOMEOWNERS' ASSOCIATIONS AND EXCLUSIVE AGREEMENTS

SECTION

20-101. Creation authority, purpose, and title.

20-102. Definitions.

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20-101. Creation authority, purpose, and title. This chapter is adopted pursuant to the powers enumerated in Tennessee Code Annotated, § 6-2-201, and the general police power of the town. The purpose and intent of this chapter is to establish reasonable regulations on homeowners' associations to protect against agreements and practices that are detrimental to the public health, safety, welfare and convenience. (as added by Ord. #2015-009, Nov. 2015 *Ch2_8-2-21*)

20-102. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

(1) "Common expenses." Expenditures made by, or financial liabilities of the HOA, together with any allocations to reserves.

(2) "Developer." Person(s) or entity creating and filing the declaration or identified as the developer in the declaration that retains rights in the declaration not shared with other lot owners generally.

(3) "Developer-controlled HOA." A HOA where according to the terms of the declaration or any other agreement the developer or its successor retains preferential voting rights not shared with other property owners generally.

(4) "Exclusive bulk service agreement." A contract that provides that a service provider of cable, video (including satellite television), broadband, internet, telephone or similar services may provide services within a development to the effective exclusion of all other similar service providers.

(5) "HOA board." The governing body or executive board of the HOA, whether appointed by the developer or elected by the property owners.

(6) "Homeowner's Association ("HOA")." A corporate or unincorporated entity, the members of which hold legal title to lots or within a development located in the corporate limits of the town, is responsible for the maintenance of private areas of land, common facilities and/or

amenities, and/or adopts or maintains covenants or restrictions on the use of lots within the development.

(7) "Property owners." A person or entity owning a lot or lots within the development. (as added by Ord. #2015-009, Nov. 2015 *Ch2_8-2-21*)

20-103. Exclusive bulk service agreements. (1) It is the intent of this section to ensure that residents within the town shall not be required to pay for services for which they do not contract for and/or consent to if they do not wish to receive such services, and to provide for competition in the provision of cable, video (including satellite television), broadband, internet, telephone or similar services.

(2) Except as provided for herein, a HOA may enter into an exclusive bulk right-of-entry agreement for the provision of cable, video (including satellite television), broadband, internet, telephone or similar services; provided that:

(a) Any property owner shall have the right to discontinue receiving such services at any time, without penalty or additional charges, by giving written notice to the HOA;

(b) Any property owner that discontinues services shall not be required to pay a portion of the cost of such services either directly, as a part of the common expenses, or as a condition of receiving any other benefits or access to amenities available to all property owners; and

(c) The sole remedy against a property owner for any claims of unpaid bills for services provided under such agreement shall be to discontinue such services and for the service provider to bring a collection action in the General Sessions Court of Williamson County.

The HOA may not pursue an action against any property owner for delinquent or unpaid bills for services and may not levy any assessments or place a lien on any property for such delinquent or unpaid bills.

(3) In addition to the limitations set forth in subsection (2) above, the term of an exclusive bulk service agreement entered into by a developer-controlled HOA may not extend beyond the time at which either the majority of the voting rights of the HOA passes to the individual property owners and/or the developer transfers such control to the HOA, whichever comes first.

(4) Nothing herein shall prevent or limit a property owner from contracting directly with a service provider, and this section shall not affect the terms of such private contract.

(5) Nothing herein shall be construed to authorize or extend any agreements that are invalid, unenforceable or illegal under state or federal law or that have been determined to violate FCC or applicable state regulations. (as added by Ord. #2015-009, Nov. 2015 *Ch2_8-2-21*)

20-104. Violations and penalty. The violation of any provision of this chapter shall be punished by a penalty not to exceed fifty dollars (\$50.00) for each separate violation. The developer of any developer-controlled HOA violating this chapter shall be liable for all penalties and court costs assessed and may not pass on or levy such penalties and costs to the property owners within the development. (as added by Ord. #2015-009, Nov. 2015 *Ch2_8-2-21*)