



Rules and Regulations  
For  
Southern Springs Homeowners Association

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## **Section 1. Introduction**

The Rules and Regulations of Southern Springs Homeowners Association, Inc. (The Association) are established by the Board of Directors of the Association under the authority described in the governing documents for Southern Springs Homeowners Association, Inc.

Southern Springs was established and is operated as an age-restricted community for persons 55 years of age or older. As such, certain state and federal laws apply to the community. These Rules and Regulations may be expanded, amended, or repealed by the Board of Directors of the Association, at its sole discretion. In any conflict between these Rules and Regulations and governing documents, the governing documents control.

The governing documents also establish the right of the Association to charge reasonable fees, authorize the use of portions of the common area by third parties for purposes felt to benefit the community and to impose sanctions for violations of governing documents, Rules and Regulations and policies.

All Homeowners, residents, and guests have the right to enjoy and use the Association facilities. Guests, accompanied by a Homeowner or resident, are welcome and accommodated when their participation does not infringe on the rights of enjoyment of the activities and facilities for the Homeowners and residents. The Association shall apply and enforce these Rules and Regulations with Homeowners and residents equally.

## **Section 2. Assumption of Risk**

All use of Southern Springs Homeowners Association, Inc. facilities and all participation in the Association's recreational and social programs is purely voluntary. Correspondingly, the recreational nature of all activities and programs potentially involves some personal or physical risk on the part of the participant. Program participation by a Homeowner, resident, or guest is, therefore, interpreted as tacit acknowledgment and acceptance of the inherent risks. According to the Covenants, Conditions, and Restrictions (CC&R's) for Southern Springs, residents must be at least 19 years of age, so this age is used as an adult age throughout this document.

Homeowners, residents, and guests are required to conduct themselves in a safe and healthful manner when using the recreational facilities or programs. Participation in the recreational facilities and/or recreation programs within and outside the Community, or during an Association sponsored event, is purely voluntary and involves the assumption of all personal risk of injury, illness, or death associated with such participation. In consideration of Homeowners, residents, and guests being permitted to participate, they agree to RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, and indemnify the Southern Springs Homeowners Association, Inc., its owners, officers, directors, agents, independent contractors, successors or assigns in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities or any use whatsoever of the facilities or programs, whether caused by active or passive negligence or otherwise. The Association is NOT liable for personal injury, dwelling unit damage, or other inconvenience sustained during the use of its facilities and programs. Association facilities are designed to accommodate access to most residents. Residents with special needs or disabilities may require additional assistance to participate in some events. It is the resident's responsibility to obtain that assistance.

### **Section 3. Application of Governmental Laws**

Any individual(s) or entity owning a lot within the community (“Homeowner/Owner”) has the responsibility of complying with all governmental requirements from the appropriate Federal, State, County, or Municipal governmental agencies (“Governmental Agencies”). To the extent that any Governmental Requirement requires a more restrictive standard than those found in these Rules or the Declaration, the Governmental Requirement shall prevail. To the extent that the Governmental Requirement is less restrictive than these Rules, or the Declaration, the Declaration and these Rules shall prevail. In the event there is any conflict between the Declaration and Rules, the Declaration shall prevail.

Tennessee state laws may be found at <https://www.tn.gov/lawsandpolicies.html>

City of Spring Hill Code of Ordinances may be found at <http://library.amlegal.com>

### **Section 4. Collection Policy**

The Board of Directors has adopted a policy to establish procedures for collection of assessments pursuant to the Governing Documents. The Collection Policy is a stand-alone document for the handling of delinquent Homeowner accounts.

### **Section 5. Enforcement Policy**

The Board of Directors has adopted a policy to establish procedures to ensure compliance of the Governing Documents. The Enforcement Policy is a stand-alone document for the handling of violations by Homeowners, residents, and their guests.

### **Section 6. Code of Conduct**

The following outlines the Code of Conduct that shall be adhered to within the Community. Comments and complaints are to be civilly directed to Management, with formal complaints to be submitted in writing for action.

- A. Homeowners are responsible for the conduct of their residents and guests. Residents and guests will be held to the same standard of conduct as set forth herein for Homeowners.
- B. Homeowners, residents, guests, and staff must conduct themselves so as not to jeopardize or interfere with the rights and privileges of other Homeowners, residents, or guests.
- C. Homeowners, residents, guests, and staff will refrain from loud, profane, or indecent language.
- D. Homeowners, residents, guests, and staff will not harass or accost any other homeowner, resident, guest, Association employee or agent, Developer employee, director, officer, committee member or any other person.

- E. Homeowners, residents, guests, and staff will not compromise the safety of others by their actions.
- F. Homeowners will be held responsible for any damage to Association property caused by the homeowner and/or the homeowner's residents or guests.
- G. Homeowners, residents, guests, and staff shall not interfere with the management of the Association or reprimand or discipline any Association or Developer employee, management, vendor, or contractor.
- H. Homeowners and residents are prohibited from making a personal financial gain or profit as a result of the utilization of the Association facilities. The Association and/or recognized and registered clubs may, from time to time, enter into contracts with Homeowners to provide products or services for an approved fee.
- I. Any Homeowner, resident, or guest who violates this Code of Conduct or who violates an Association rule or regulation is subject to disciplinary action which may include suspension of Homeowner privileges and/or monetary fines as determined by the Board. Such fines will be assessed to the Homeowner's account and collected in accordance with established collection policies.
- J. Safety is paramount and any Homeowner, resident, or guest not adhering to the Rules and Regulations stated herein and/or posted or otherwise obvious safety rules, may be asked to leave any Association facility or program with respect to safety, proper decorum, and sanitation. The Association staff's judgment will prevail in all instances.

## **Section 7. BE NICE Policy**

**Be helpful, not hurtful.** Don't attack, shame, bully, insult, harass or threaten anyone. Cyber bullying is never okay.

**Everyone here is your neighbor** and, as such, is entitled to express themselves without ridicule or personal attack by anyone else.

**Neighbors.** Remember that all communications on the message boards are by your neighbors. Treat everyone with the respect that you expect them to show you and that you and your neighbor deserve.

**Issues.** Keep all your comments focused on the issue, not on personalities. It's okay to say you disagree with something. It is NOT okay to personally insult someone for their difference in viewpoint.

**Constructive suggestions** for community improvement are always welcome.

**Expect diversity.** Please keep in mind that some of your neighbors may post opinions that are disagreeable to you; but still fall within the Southern Springs and Community website usage rules and are, therefore, allowed. Expect diversity and be tolerant of others' opinions.

We highly encourage you to **BE NICE** to your neighbors.

## Section 8. Community Postings

The following outlines the guidelines for postings at the Lodge Complex or to the Community website that shall be adhered to. Comments and complaints are to be notified to Management through the “report” option located on each comment and/or note.

- A. Management will approve all postings at the Lodge Complex. The judgment of Management with respect to decorum, will always prevail.
- B. Management will review all postings on the Community website. The judgment of Management and the Board of Directors to determine whether a post is deemed inappropriate, with respect to decorum, will always prevail.
- C. Religious literature or commentary may not be posted other than announcements of group meetings or schedules of worship holiday services.
- D. Political literature or written commentary of ANY KIND may not be posted at the Lodge Complex or on the Community Website without permission of the Board of Directors. Any post that is reported by residents as being abusive may be removed.
- E. The Association may post time-sensitive or special announcements as necessary for the operation of the Community.
- F. Email solicitation using Association email lists is reserved for Association management staff.

Postings to the Community Website indicate acceptance of the Website Terms of Use. Any post that is reported as being abusive will be reviewed by Management or the Board to determine if the post violates the Community rules and Code of Conduct. If Management or the Board determines this post is a violation, they will remove the post. Repeat offenders may be fined and/or have other action taken on their Community account up to and including possible loss of access to the Community website and/or loss of access to the Lodge Complex.

## Section 9. Residents, Tenants, & Guests

- A. General Considerations
  - i. Definitions:
    - Homeowner/Owner – the deeded owner of the dwelling unit.
    - Resident – person who resides in the dwelling unit, regardless of ownership status.
    - Tenant – resident who is leasing/renting a dwelling unit.
    - Guest – visitor to the Association who is always accompanied by residents.
  - ii. If a Homeowner leases/rents their dwelling unit, their tenants are NOT Homeowners of the Association, but may use the facilities of the Association under circumstances described below.
  - iii. Southern Springs is an Age-Restricted Housing Development. In accordance with the “Housing for Older Persons Act” of 1999 (HOPA), the Bylaws, and the Declaration of the

Association, Management maintains accurate information, including age information, on all residents. A report to the Board will be provided at their request. To that end, it is necessary for the Homeowner (not residents) to respond to an age information survey from time to time to comply with HOPA.

#### B. Tenants & Leasing Requirements

- i. Homeowners may lease or rent their property in accordance with the applicable Southern Springs Governing Documents.
- ii. If a Homeowner rents or leases their dwelling unit to a tenant, the Homeowner remains responsible for paying all assessments to the Association.
  - a. A dwelling unit may only be leased in its entirety unless the Homeowner also lives there.
  - b. No dwelling unit may be subleased without prior written approval from the Board of Directors.
  - c. No dwelling unit may be offered for multiple ownership except as outlined in the Southern Springs Declaration of CC&R's.
- iii. All leases must be in writing, may not be less than six (6) months and notice of lease must be given to the Association's Management within ten (10) days of execution of the lease.
- iv. No lease shall be permitted which will cause the Association to be in violation of the Housing for Older Persons Act (42 U.S.C. §3607(b)).
- v. The Homeowner is responsible for providing the Association via the Management Company a copy of the completed rental/lease agreement, providing their own forwarding address and phone number, and having their tenant(s) obtain/complete the applicable forms.
- vi. While the dwelling unit is leased, the Homeowner(s) may not use the Association facilities and must surrender their access card(s).
- vii. Homeowners must provide tenant/lessee with a copy of the Southern Springs Governing Documents including but not limited to, the By-laws, Rules and Regulations, Enforcement Policy, and any new policy issued by the Board of Directors.
- viii. It is the Homeowner's responsibility to ensure that their tenant(s) abide by the Association Governing Documents
- ix. It is the Homeowner's responsibility to collect the tenant(s)' nametag(s) and access card(s) upon the termination of the lease and to submit them to the Association Front Desk.
- x. Tenants do not vote in Association elections, and normally do not attend Association Board, Committee, or Homeowner Meetings unless specifically invited.

#### C. Guest Usage

- i. Homeowners and residents must register their guests when they arrive and when they leave at the Reception Desk each day that they will be visiting the Lodge Complex.
- ii. Guests 19 years of age and older are permitted in all public areas of the Lodge Complex while accompanied by a resident.
- iii. Guests under the age of 19 years of age are permitted in all public areas of the Lodge Complex while accompanied by a resident based on published hours and access to specific Lodge Complex areas for guests under the age of 19.

- iv. Guest participation may be restricted for certain events or activities.
- v. Guests may participate in classes if space is available. Priority is always given to residents.
- vi. If a class or event/activity has a fee for Homeowners and residents, then the fee must also be paid for/by the guest who is accompanied by a Homeowner or resident.
- vii. A dwelling unit may have a total of 4 guests at any one time.
- viii. When a Homeowner wishes to have a special event at the pool with more than 4 guests, they must submit an Additional Pool Guests Request Form to the Lodge Complex Reception Desk at least one week prior to the desired event.
- ix. Only one special request gathering is allowed at the pool at any time and Management is responsible for approving these requests within 48 hours.

**D. Access Cards/Guest Check-In**

- i. The Association issues each Homeowner/resident one access ID card. The Association staff may monitor compliance and determine the validity of access cards.
- ii. Non-transferable access cards are issued at no charge to each qualified resident. Access cards are not to be loaned or given to guests or other residents for entry. Such action is considered a violation of policy and future access may be restricted. Lost, stolen, or damaged access cards must be reported to the Association Management immediately and can be replaced for which a fee will be assessed. The renewal of access cards may be in a manner set forth by the Board of Directors.
- iii. Any Homeowner who transfers occupancy of his or her dwelling unit is not entitled to retain an access card and must relinquish it to Association Management on the transfer of occupancy. Such action is considered a violation of policy and future access may be restricted.
- iv. Homeowners and residents are responsible for the conduct of their guests and must ensure they properly check-in at the facility upon arrival.

**Section 10. Dress Code**

- A. Proper dress is always required. Unless otherwise specified, appropriate casual attire is required in all areas of the Lodge Complex. Appropriate casual attire includes:
  - Footwear
  - Shirts
  - Dresses
  - Skirts and pants or shorts
- B. Appropriate athletic apparel is required for all indoor and outdoor sports areas to ensure the safety of all people using the equipment. This includes proper footwear appropriate to the use of the equipment/area being utilized. Tennis and pickleball court users should wear appropriate athletic wear, upper body garments and soft sole shoes only on all courts. No black soled shoes are permitted.
- C. Upper and lower body garments must be worn in all activities. Men may forego upper-body garments when using the aquatic facilities.

D. The following exceptions and considerations apply:

- i. The Lodge Complex - Users may not be in wet swimwear except when leaving the indoor pool and accessing the locker rooms.
- ii. Showers - non-slip footwear is recommended in the shower area of the locker room.
- iii. Indoor Pool - Users must wear proper swimwear in the pool and no outdoor shoes are to be worn on the pool deck. Non-slip footwear is recommended around the pool deck area.
- iv. Outdoor pool – Users must wear proper swimwear in the pool. Non-slip footwear is recommended around the pool deck area.
- v. Fitness Center – Users must wear proper gym attire and closed toed athletic shoes while utilizing fitness equipment.

**Section 11. Service Providers**

- A. Vendors, contractors, and other service providers are permitted entry within the Association only for the purposes of authorized work at a designated project or delivery to a particular residence.
- B. Service providers are not permitted to solicit work or distribute flyers or other advertising material unless they have a permit from the City of Spring Hill.
- C. Service providers are expected to clean up any trash or debris daily, including site debris that blows off the site and mud tracked onto roadways. Dumpsters shall always be covered when work is not being performed. Any damage to common areas shall be reported to the Association Management immediately. Homeowners and/or residents who allow contractors into Southern Springs are responsible for any damage the contractor does to common areas.
- D. Service providers are allowed to park vehicles on the streets in front of dwelling units while working on-site. They should place orange cones around their vehicles while parked on the street.

**Section 12. Firearms / Weapons**

Firearms and/or weapons of any kind are strictly prohibited in the Southern Springs Lodge Complex areas, apart from Law Enforcement Personnel. See Section 10.13 Firearms / Fireworks in the CC&Rs.

**Section 13. Association Recognized Clubs**

- A. Clubs are groups that are registered and recognized by the Association to foster and promote opportunities to pursue a hobby, educational, recreational, or cultural interest. They are the operational nucleus for the Association’s recreation program and provide both structure and vitality to its mission.
- B. Any group of residents interested in pursuing a particular hobby, vocation, or special field of interest may join as a group and subsequently petition to become an Association club if they choose to do so.

- C. Authority to grant Association recognition of a club or group rests with the Management.
- D. Registered and recognized clubs at Southern Springs must operate under Club Guidelines which provide a common understanding that allows all Club members to collaborate and establish a basic structure for the Club. This is further defined in a separate Groups Operating Manual approved by the Board.

#### **Section 14. Vehicle Parking**

- A. Parking rules apply to all homeowners, residents, guests, employees, and service providers. Vehicles include automobiles, trucks, boats, trailers, motorcycles, golf carts, campers, vans, and recreational vehicles.
- B. Homeowner and resident vehicles should be parked in a Homeowner's garage or driveway.
- C. Overnight parking on the street must be in compliance with the City of Spring Hill's Parking Ordinance, Section 15-601 (...no person shall park or leave a vehicle parked on any public street or alley within the fire limits between 1:00AM and 5:00 AM....) The fire limits are 15 feet on either side of a fire hydrant or within 15 feet of a stop sign.
- D. Parking should not impede the flow of traffic. (e.g., park on one side of the street and not in front of driveways).
- E. Commercial vehicles, recreational vehicles, mobile homes, trailers, campers, boats or other watercraft, or other oversized vehicles, stored vehicles, and unlicensed vehicles or inoperable vehicles shall not be parked within Southern Springs, except in enclosed garages. However, one recreational vehicle, camper, boat, or other watercraft may be temporarily kept or stored completely in a driveway or completely on a parking pad on a Homeowner's lot for no more than 24 hours within each seven-day period.
  - i. If any of the above vehicles will not fit in the driveway, overnight parking at the Lodge Complex may be requested with the Community Manager's approval. A request form is available in the Document Library on the Community Website and at the Lodge Complex Reception Desk. If the request is granted, it may only be parked in the Lodge Complex parking area for a period of forty-eight (48) hours within a seven (7) day period. A dwelling unit may only be granted this request a maximum of eight (8) times per year.
  - ii. The Association assumes no responsibility for vehicles and personal property while parked at the Lodge Complex.
- F. Moving vans, trailers, and portable moving/storage units shall be parked in driveways for no more than 72 hours.
- G. Only vehicles with the displayed valid handicap parking identification shall park in designated handicap parking spaces. No vehicles may park on the handicap striped lines meant as an access area for occupants exiting/entering the vehicle. Parking in designated handicap parking spaces without display of the valid

handicap identifier may subject the vehicle Homeowner to a fine and community service by the Spring Hill Police.

### **Section 15. Mailboxes**

- A. The color, size, appearance, and location of the mailboxes installed by the Developer shall be preserved.
- B. Homeowners who have mailboxes located on their dwelling unit must replace mailboxes, numbers, and posts in a manner consistent with the Community Wide Standard.
- C. Cluster mailbox units will be maintained by the Association; however, key/lock mechanisms will be managed and paid for by individual Homeowners who must coordinate with the post office.
- D. No mailbox decorations are allowed at any time, except for holiday decorations, which may be displayed between November 15 and January 15 only. Holiday decorations may not be placed in a manner in which it disables any postal and/or mailing services to gain entry to your mailbox.
- E. The use of fishing line or a thin wire at the top of the post extending to the front of the mailbox bracket holding the address panel is the only permitted method of bird deterrent.



## Section 16. Community Rules

### A. Common Areas of the Association

- i. Homeowners, residents, and guests are not to plant, cut, mow, trim, cultivate, remove, build on, install any devices, or otherwise modify common areas or plantings on common grounds without Board approval.
- ii. Aquatic plantings are not to be chemically treated nor physically removed from the edge of Southern Springs bodies of water.
- iii. Fishing, swimming and/or boating is prohibited in all Southern Springs' bodies of water.
- iv. Homeowners may not place decorations of any type, including but not limited to ribbons, bows, ornaments, signs, or flags on any trees in the common areas or sign/light posts.

### B. Any outdoor speakers must comply with the City of Spring Hill Noise Control Ordinance.

### C. The Boulevard Strip

- i. The boulevard strip is the area between the sidewalk and the street and is not a part of the Homeowner's dwelling unit, however, the Homeowner is responsible for watering the grass and trees and for notifying Management of any issues.
- ii. The Association will replace trees to ensure that they conform to the same standard.
- iii. If trees are neglected or damaged, the party responsible for the damage will assume the cost of replacement.

### D. Motor Vehicles: All Homeowners, residents and guests must abide by the Tennessee laws governing motor vehicles. All streets within Southern Springs fall under the jurisdiction of the City of Spring Hill and are designated public roadways. Therefore, all traffic laws apply and are enforceable by law enforcement and not Association management.

### E. Low Speed Vehicles / Golf Carts

- i. Although a low-speed vehicle may look like a golf cart, they have unique features that differentiate them from a normal golf cart to make it street compliant.
- ii. A golf cart that meets the criteria for a low-speed vehicle, and is licensed, is legal to drive on public streets in Southern Springs.
- iii. A golf cart/low speed vehicle may only be driven by a licensed driver.
- iv. Low-speed vehicles are only allowed on roadways and should park in designated golf cart parking areas or regularly marked parking spaces.
- v. Low-speed vehicles are not permitted to park along the curb or on walking trails.
- vi. Low-speed vehicles are strictly prohibited on sidewalks, turf landscape areas, around any body of water, wetland, or in pool, court, and dog park areas.
- vii. The number of passengers cannot exceed the low-speed vehicle's seating capacity.

### F. Bicycles

- i. Members, residents, and guests operating bicycles in Southern Springs must do so in a safe manner and in accordance with all Tennessee state laws.

- ii. The sidewalks/paths throughout Southern Springs are for walkers and cyclists both. A cyclist yields to a walker; however, a walker is not permitted to take up the entire walkway. The walker must allow the cyclist adequate room to safely pass. Residents walking in groups should walk single file when a cyclist is approaching.
- iii. Riders should limit their speed to assure that they maintain control of their bicycles.
- iv. Bicycles must be parked in approved areas designed by signs or bicycle racks at the Lodge Complex.
- v. The Association does not accept any responsibility for the loss of, or damage to bicycles.
- vi. Motorized bicycles are permitted to be ridden on the streets in Southern Springs but should not be ridden on the sidewalks when using the motor for powering the bicycle. A standard helmet should be worn when riding a motorized bicycle.

#### G. Animals and Pets

- i. Unless otherwise permitted by Federal or State Law, no animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the properties within Southern Springs, except that for each Dwelling Unit there shall be permitted up to a total of three (3) dogs, or three (3) cats, or a combination of dogs and cats that do not exceed three (3) in total. No more than two (2) birds, and a reasonable number, as determined by the Board, of other usual and common household pets, are allowed subject to compliance with applicable local laws, codes, and ordinances.
- ii. In no event, however, shall monkeys, snakes, pigs, or ferrets be permitted in any Dwelling Unit.
- iii. Except when fully within a fenced-in area, such as a Homeowner's private area or the Dog Park, dogs must be physically tethered and in control by the Homeowner.
- iv. Cats must be physically tethered and in control by the Homeowner.
- v. Homeowners must remove all solid waste from private dwelling units, sidewalks, roads, and common areas including the Dog Park. Doggie bag stations are available at several locations throughout Southern Springs.
- vi. Pets permitted to roam free or that make objectionable noise; endanger the health or safety of homeowners, residents or guests or other permitted pets; or constitute a nuisance or unreasonable inconvenience to other residents shall be removed upon request of the Board. If the pet owner fails to honor such a request, the Board may remove the pet.

#### H. Burning/Dumping/Littering

- i. Homeowners, residents, vendors, contractors, and guests are prohibited from burning and/or dumping lawn/garden waste, or any other items, on their dwelling unit or on the common areas of Southern Springs.
- ii. Littering is prohibited, and residents will be fined.
- iii. Homeowners, residents, or guests use of Association or construction dumpsters to dispose of personal/household material is strictly prohibited and Homeowners will be fined.

- I. Fireworks: The use of fireworks is prohibited throughout Southern Springs.

J. Wildlife

- i. The ponds, streams, and other bodies of water within Southern Springs are provided for stormwater protection, irrigation, and aesthetic purposes only. No fishing, boating, or swimming is allowed in any body of water within Southern Springs.
- ii. Homeowners and/or residents are not permitted to introduce any fish, plants, or items into the pond system. Homeowners and/or residents are prohibited from capturing, trapping, or killing wildlife. Homeowners, residents, and guests are prohibited from feeding wildlife except when they may feed birds in approved bird feeders.
- iii. Invasive animal species must be managed in accordance with state and city regulations.
- iv. Hunting is NOT permitted.

**Section 17. Residential Dwelling Unit**

A. Occupancy Limits: No more than two people per bedroom may occupy a dwelling unit.

B. Exterior Modifications: Homeowners are required to submit an application to the Modifications Committee for all exterior changes to their dwelling unit. Please refer to the Southern Springs Homeowners Association, Inc. Design Guidelines for further details.

C. Prohibited External Features

- i. It is the responsibility of the Homeowner to review the Design Guidelines to comply with any restrictions on the property.
- ii. Below is a summary list of prohibited items, but other items may be referenced in the Design Guidelines.
  - Outdoor electronic pest control devices (bug Zappers)
  - Window Air Conditioning units
  - Above ground swimming pools
  - Storage buildings or sheds
  - Dog houses and other animal dwellings or enclosures
  - Carports
  - Clotheslines
  - Free-standing Flagpoles
  - Gazebos and Greenhouses

D. Holiday Decoration / Lighting

- i. Seasonal statues, artifacts, and other decorative landscaping items may be allowed within thirty (30) days prior to, and fifteen (15) days after a holiday season.
- ii. Holiday decorative lights may be displayed between November 15 and January 15 only. All other exterior lights must be approved.

E. Flags and Flagpoles

A Community Association's primary interest in regulating the display of flags is to promote an aesthetically pleasing appearance in the Community which, in turn, enhances property values.

- i. Freestanding flagpoles of any type are prohibited on Dwelling Unit.
- ii. Except for flags approved by the Board or its duly authorized designee and flags expressly permitted by this Section or applicable law, no flag may be erected, placed, or displayed within the Properties where it is visible from outside a Dwelling Unit. As determined by the Board in its sole and reasonable discretion, no flag will be permitted which is profane, divisive, abusive, or offensive.
- iii. No flags will be allowed exceeding the size of a standard residential-sized flag (approximately 3' X 5').
- iv. The following flags are permitted with approval by the Board or its designee with respect to the flag's size, location, color, lettering, manner of display and time period of display:
  - a) Each Dwelling Unit, subject to the restrictions in the second sentence of this paragraph, is permitted to display a maximum of two (2) portable, removable flags at a time, which must be flown on poles mounted with a bracket on the front-facing side of the Dwelling Unit. The only such flags that are allowed are one (1) United States flag and/or one (1) official or replica flag of any branch of the United States armed forces. The flags must be displayed in a respectful manner and consistent with 4 U.S.C. Sections 5-10. The maximum allowable size of these flags is three (3) feet by five (5) feet for each flag. 36 U.S.C. Sections 171-178 and Tenn. Code Ann. § 66-27-602.
  - b) Each Dwelling Unit is permitted to display one (1) smaller removable decorative flag no larger than three hundred (300) square inches in the front planting area. For example: flag celebrating our armed forces (eg., Army, Navy, Air Force, Space Force, Marines, Coast Guard, etc.), an Event (e.g., Graduation, Anniversary, Birth or Birthday, Humanitarian Cause, Disease Awareness, etc.), Holiday (e.g., New Years, Valentines, Independence/Memorial/Veterans Day, Halloween, Thanksgiving, Christmas, Hannukah, Easter, etc.), or season (Spring, Summer, Fall, Winter etc); or a Sports Team (e.g. School, professional, Olympics, etc.) for an appropriate period of time.
  - c) Political or campaign flags and signs (see Definition of Signs section 17. F) protected by Tenn. Code Ann. § 2-7-143 as that statute may be amended from time to time. Each Dwelling Unit may display one (1) political or campaign flag/sign et al per candidate or election issue, which may not exceed four (4) square feet and shall only be placed in a window, on the front porch, or in the planting bed in the front of any Dwelling Unit. Political or campaign flags and signs et al may only be displayed between sixty (60) days before a locally relevant election and two (2) days after the Election Day.

#### F. Signage

A Community Association's primary interest in regulating the display of signs or banners is to promote an aesthetically pleasing appearance in the Community which, in turn, enhances property values.

- i. Definition of Signs: The term "sign" shall include without limitation a sign, placard, poster, billboard, circular, flag, banner, or other written communication displayed to the public within the Properties. Except for signs otherwise expressly permitted by this Section or other provisions of the Declaration (e.g., signs protected by applicable law) no sign, (including without

limitation “For Sale” signs, “For Rent” signs, “For Lease” signs, posters, circulars, and billboards) may be erected, placed, or displayed within the Properties where the sign is visible from outside a Dwelling Unit without prior written consent of the Board or its designee. The Board’s (or its designee’s) approval of a request to place a sign on a Dwelling Unit may be conditioned on restrictions as to the sign’s size, location, color, lettering, and manner of display. As determined by the Board in its sole and reasonable discretion, no sign will be permitted which is profane, divisive, abusive, or offensive. Nothing in this Section shall prohibit the Declarant or the Association from placing signs on the Common Area.

- ii. Flags and signs are not permitted to be displayed on any vehicle within the Properties, with the exception of small “bumper stickers” less than thirty-six (36) square inches or small team-type flags less than one hundred (100) square inches in size.
- iii. Subject to Board or its designee’s approval as to a sign’s size, location, color, lettering, manner of display, time period of display and to the number of allowable signs within the boundaries of a Dwelling Unit, the following signs are permitted:
  - a) One (1) “Open House” sign during the actual hours of the open house.
  - b) One (1) professionally printed “No Soliciting” sign not to exceed thirty-six (36) square inches may be placed near or at the front door or in a window.
  - c) One (1) security company sign or window sticker indicating the presence of a security/alarm system may be placed near or on the front door or in a window. Such signs or stickers may not exceed two (2) feet above the grade in the front yard, must be located within the setback criteria and may not exceed seventy-two (72) square inches if placed in the ground, or sixteen (16) square inches if placed in a window.
  - d) Political or campaign signs (see Definition of Signs above) protected by Tenn. Code Ann. § 2-7-143 as that statute may be amended from time to time. Each dwelling unit may display one (1) Political or campaign flag/sign et al per candidate or election issue, which may not exceed four (4) square feet and shall only be placed in a window, on the front porch, or in the planting bed in the front of any Dwelling Unit. Political or campaign flags and signs et al may only be displayed between sixty (60) days before a locally relevant election and two (2) days after the election day
  - e) Each Dwelling Unit is permitted to display one (1) smaller removable decorative sign no larger than three hundred (300) square inches in the front planting area. For example: a sign celebrating our armed forces (eg., Army, Navy, Air Force, Space Force, Marines, Coast Guard, etc.); or a decorative sign for a time appropriate for an event, holiday, or season (e.g. School, Team, Birthday, Anniversary, Graduation, Birth or Birthday, Humanitarian Cause, Disease Awareness, New Years, Valentines, Independence/Memorial/Veterans Day, Halloween, Thanksgiving, Christmas, Hannukah, Easter, Spring, Summer, Fall, Winter, etc.) or a Sports Team (e.g. School, professional, Olympics, etc.) for an appropriate period of time.

G. Trash and Recycle Containers

- i. No garbage or trash shall be placed or kept on any lot, except in covered containers of a type, size, and style which are required by the City of Spring Hill.

- ii. Such containers shall be kept inside the garage, except when they are being made available for collection starting at 5 pm the evening before and pulled in by 5 pm the day of.

## Section 18. The Lodge Complex

- A. The Hours of Operations must be approved by the Board and any changes will be posted accordingly. Management reserves the right to modify hours based on weather conditions, events, holidays, and other extenuating circumstances.
- B. The Southern Springs Homeowners Association, Inc. provides a smoke-free environment.
- C. Alcohol
  - i. The use of alcohol is permitted for adults twenty-one (21) years of age or older at the Southern Springs Common Area, otherwise known as the “Lodge Complex”, including, but not limited to the Lodge, the outdoor patios, and pool deck areas (beverage and person consuming must be outside of pool), but is prohibited in the pools, spas, and Fitness Center. Unless otherwise prohibited by the Association, Homeowners, residents, and guests may consume their own alcoholic beverages within the Lodge, including during any club function or community event. All Homeowners, residents, and guests must abide by the laws of the State of Tennessee governing alcohol service and consumption. An individual who consumes alcohol within the Southern Springs Lodge Complex assumes all risk of liability and shall indemnify and hold the Association harmless from claims, expenses (including reasonable attorney’s fees) and liability arising therefrom.
  - ii. Only organizations, establishments, and individuals who comply with the laws of the State of Tennessee (an “Alcohol Provider”) may sell or serve alcoholic beverages during any event held within the Lodge Complex. An Alcohol Provider must apply in writing and be approved by the Association to sell and/or serve alcohol in the Southern Springs Lodge Complex and must sign a contract with the Association requiring the Alcohol Provider to:
    - a) Provide the Association with copies of all applicable licenses and permits;
    - b) Indemnify and hold the Association harmless from any claims or damage arising from violations of any applicable Local, State, or Federal law or regulation; and
    - c) Provide proof of insurance which would cover claims and liability arising from the service or consumption of alcohol within the Southern Springs Lodge Complex which names the Association as an additional insured.
  - iii. Additional provisions may be made by Management or the Board for the Lodge Complex events or Club activities, provided the same follow applicable law.
- D. Non-Breakable Containers
  - i. Non-breakable containers are required for use at the outdoor patio and pool deck areas.
- E. Gambling
  - i. Paying to play, purchasing a Bingo card, and “pay Bingo” are prohibited because such activities are illegal under Tenn. Code Ann. § 39-17-501(2) and punishable by fines and/or imprisonment.
  - ii. Bingo free of charge (no monetary exchange) is allowed and sponsors may donate prizes so long

as participants do not pay to participate.

- iii. 501(c)(3) organizations may utilize the Lodge Complex for fundraisers if both the organization and the event meet the requirements of Tennessee Law. Tennessee Law requires such a fundraiser to be an “annual event” as that term is defined in Tenn. Code Ann. § 3-17-102(2).
- iv. A qualified organization seeking to hold a fundraiser at the Lodge Complex must also sign a written contract with the Association which requires the organization to:
  - a) Be solely responsible for compliance with all applicable gambling laws and regulations (including without limitation Tenn. Code Ann. § 3-17-101, *et seq.*);
  - b) Indemnify and hold the Association harmless from any claims, expenses (including, without limitation, reasonable attorney’s fees) or liability arising from violations of any applicable Local, State, or Federal gambling law or regulation; and
  - c) Provide proof of insurance which covers claims and liability arising from violations of gambling laws which names the Association as an additional insured.
- v. Recreational gambling in Tennessee is illegal. No person or organization may utilize the Lodge Complex for any game of chance played for money including, but not limited to, Bunco, Bridge, Poker, Texas Hold Em’ etc.

#### F. Service Animals

- i. Only animals that are ADA (Americans with Disabilities Act) certified will be permitted in the Lodge Complex.
- ii. Proper identification is to always be displayed.

#### G. The Lodge Complex Scheduling

- i. Homeowners and/or Residents and guests are free to use areas of the Lodge Complex on an ad-hoc basis without scheduling if the area is not reserved for a group. Guests must be registered at the front desk and accompanied by a Homeowner and/or resident while using any part of the Lodge Complex and comply with applicable rules for courts, pools, fitness equipment, etc.
- ii. The Association reserves the right to deny, adjust, cancel, reschedule, or move meeting space as deemed necessary. The Board of Directors may set reasonable limits on the number of times facilities may be booked by any club or group.
- iii. Residents may not reserve a room more than ninety (90) days out.
- iv. In scheduling space, the following hierarchy will be followed:
  - 1. The Association Board of Directors
  - 2. Standing and ad-hoc Committees or Task Forces
  - 3. Developer
  - 4. Association Special Events & Lifestyle Programming
  - 5. Clubs
  - 6. Resident Reservation Rentals
  - 7. Unscheduled Activities

#### H. Private Use

- i. The Association has the right to rent or lease any portion of the Lodge Complex on a short-term basis to any Homeowner, resident, or an Association sanctioned group for their exclusive use, including the right to include guests.

- ii. All use of Association space is managed by the Management team. To reserve a portion of the Lodge Complex for a private event, the appropriate reservation request form must be submitted to the Reception Desk at least two weeks prior to the event.
- iii. All Forms list applicable fees and payment methods accepted.
- iv. Requests are approved within 48 hours on a first-come, first-served basis. All forms are found in the Document Library on the Community Website.
- v. If Lodge Complex space is requested for a private event that includes nonresident guests, that reservation requires a refundable cleaning deposit and a non-refundable fee. The reservation is limited to the approved space only.
- vi. For Homeowner/resident-led community events with no non-resident guests, no usage fee is required to reserve individual Ballrooms or the Battlefield Game Room; however, a cleaning deposit is required when the form is submitted. This deposit is refunded if no additional cleaning is required.
- vii. If a Homeowner or resident wishes to reserve the Grill Patio for a private event, a refundable cleaning deposit is required with the reservation request. If the event is to include non-resident guests, a non-refundable use fee is required. The Grill Patio reservation does not include private use of the restrooms and/or the firepit as these are always open to all Homeowners and residents. Please see section L below for additional details regarding this area.
- viii. Cancellation Policy: Reservations for indoor or outdoor Lodge Complex spaces that are canceled within forty-eight (48) hours of the event will forfeit the deposit. Weather-related cancellations within this timeframe will be taken into consideration.
- ix. The Homeowner/resident requesting the reservation is responsible for setup and for cleaning the space after the event using the posted Cleaning Checklist. The cleaning deposit is refunded after the space is inspected by Management following the event.

#### I. Locker Rooms

- i. Locker rooms and showers are provided for the use and enjoyment of Homeowners, residents, and guests. All lockers must be emptied daily.
- ii. Lockers are available on a first-come, first-served basis. Clothing or personal effects may not be left unattended or unsecured in these areas, and safekeeping is the responsibility of the user. Lockers are to be used only when the Homeowner, resident, or guest is using the Lodge Complex.
- iii. No cell phones or camera usage is permitted in the Locker Rooms.
- iv. Restroom facilities are available for use by homeowners, residents and their guests and are located at the Lodge Complex inside the Lodge, in the grill patio area, and the pool area.

#### J. Fitness Center

- i. Use of the Fitness Room and equipment is limited to those people 19 years of age and older.
- ii. Use of exercise equipment and the Fitness Center is at the homeowner, resident, or guest's risk.
- iii. All users must comply with posted rules and verbal instructions from Management and administrative staff.
- iv. Designated fitness specialists, who are qualified fitness instructors, may be made available to provide instruction on the use of fitness equipment and programs, and counseling for personal and group fitness regimens.

- v. Fitness equipment must be wiped down with provided wet wipes when finished and the wipes disposed of in Fitness Center waste containers.
- vi. Equipment may be subject to time limits on use. Association Management may impose a reservation system on equipment.
- vii. No food or beverages are allowed in the fitness center, except water or sports drinks in non-breakable containers.
- viii. Use of radios and personal listening devices is permitted only with earphones. Talking on cell phones is not permitted and ringers must be turned off.
- ix. Users must wear proper gym attire and closed toed athletic shoes while utilizing fitness equipment.

#### K. Kitchen

The Tennessee Department of Health and Environmental Control (TDEC) rules for kitchen safety and food preparation are posted and must be observed by all users. The Lodge Complex kitchen is available for rental use upon reservation and a deposit and fees may apply.

#### L. Lending Library

The Lending Library houses books, audiobooks, puzzles, and movies that are donated and maintained by Homeowners/residents.

#### M. Gas Grills

- i. The Grill Patio must be reserved on the Community website no more than 90 days before use. Details on reservation form.
- ii. The individual gas grills are available for small groups of homeowners/residents on an ad hoc basis if the Grill Patio is not reserved for a group and the Lodge is open. No deposit is required.
- iii. The ad hoc use of the gas grills requires Homeowner/residents to verify at the Lodge Complex Reception Desk that no one has reserved the entire Grill Patio for the date and time homeowners/residents want to use it. If the grill(s) are available, the homeowner/residents can sign a form available on the Online Forms or at the Front Desk stating they are using the grill(s) with the date and time and accept responsibility for cleaning and any damage. This does NOT reserve the entire Grill Patio for the homeowner/resident's exclusive use, just the grill(s) and tables close to the grill(s). See request form.
- iv. When residents use the grill(s), they are responsible for cleaning it to the original condition. Cleaning supplies are provided by the Homeowner/resident, and they must follow posted cleaning procedures.
- v. Failure to clean the grill following use will result in a \$50 fine.
- vi. Using the grill without approval or registration will result in a \$100 fine.

#### N. Gathering Spaces

- i. The Game Room is a space that may be used by residents. During reserved times, registered and recognized clubs have priority for this room. Other residents may use the room after coordination with Management.
- ii. The Conference Room and the Lounge may be used by residents and may be reserved with Management.

## O. Swimming Pools and Spas

- i. Lifeguards are not provided, and facilities are designated as "Swim at Your Own Risk". "Life Buoys" and "Shepherd's Crooks" are available at poolside for emergency use only.
- ii. Personal floatation devices are limited to noodles, inner tubes, small floating chairs, or small floats.
- iii. Individuals with hypertension, heart conditions, or those on medication for any reason, should not use the spas without first consulting a physician.
- iv. Any person with a health problem that may be contagious to others is prohibited from using the pools, spas, or fitness center.
- v. Any person with open wounds is prohibited from using the pools and spas and no bandages of any type may be worn in the pools or spas.
- vi. Individuals who have recently consumed alcoholic beverages should avoid using the spas altogether.
- vii. Diving in the pools; or running, horseplay, profanity, or disruptive conduct in the pools or on pool deck areas is not permitted.
- viii. No diapers, infant or adult, are allowed in the pools. Diapers are allowed on the pool deck, but homeowners/residents/guests must change the diapers outside the pool enclosure. Diapers should be disposed of in a sanitary manner. Non-compliance could result in the pools or spas being closed for cleaning, draining, and refilling because of a potential health hazard and such cost for cleaning, draining, and re-filling would be levied upon the homeowner for noncompliance.
- ix. The pools may be closed for certain activities, maintenance, repair, or due to inclement weather.
- x. For the safety of Homeowners, the Association follows guidelines for thunder and lightning published by the National Weather Service. Details may be found at <https://www.weather.gov/safety/lightning-safety>
  - a) When thunder is heard, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning.
  - b) Suspend outdoor activities and take shelter immediately in a substantial building, such as the Lodge or outdoor building.
  - c) Thirty-minute rule: Once the outdoor activity has been suspended, wait at least 30 minutes after the last thunder is heard or flash of lightning is witnessed prior to resuming outdoor activities.
- xi. Swimmers using marked lap lanes should remain within the lanes. Others in the pools should clear the lanes to allow lap swimming or walking.
- xii. Personal music devices may only be used on the decks and lounge areas and only with earphones. However, instructors may use speakers for Lifestyle activities.
- xiii. Food is only allowed at tables on the pool deck and outside of the pool fence.
- xiv. Glass containers and sharp objects are not permitted in the pool enclosure.
- xv. Beverages are only allowed on the pool deck area. No beverages are to be consumed in the pool itself. Trash should be disposed of in appropriate containers.
- xvi. Pool furniture is provided on a first-come, first-served basis, and may not be reserved; and personal items may not be left unattended. Furniture must be used on the deck and cannot be placed in the pool or removed from the pool area. If moved, pool furniture must be returned to

its original position by the Homeowner, resident, or guest.

- xvii. Indoor Pool and Spa is used primarily for aqua programs and general lap swimming. Lifestyle programs have priority over individual swimming. Other uses will be on a first-come first-served basis.
- xviii. Persons under the age of 19 years of age are permitted at the outdoor pool during designated hours when accompanied by a Homeowner and/or resident.
  - a) Ages 7 and younger must always have an adult in the pool with them during use.
  - b) If a class, activity, or event is taking place in the pool, it will be closed to those under the age of 19 and to non-participating guests for the duration of the class, activity, or event.
- xix. Use of the spas is limited to those persons 19 years of age and older.

**P. Courts – Tennis and Pickleball**

- i. The Association is responsible for the maintenance of all courts and the outdoor building.
- ii. All players must comply with the posted Court Rules and Court Etiquette. These are also available for viewing on the Community Website.
- iii. Outdoor tennis and pickleball courts are available for Homeowner, resident, and guest use. Outside Tournament play is not permitted.
- iv. Guests, including children under the age of nineteen (19), may utilize the tennis and pickle ball courts as long as they are accompanied by a Homeowner and/or resident, and do not keep a Homeowner/resident from playing on the court.
- v. Operational oversight rests with Management; however, specific committees may be tasked to oversee policies and rules.
- vi. Management maintains a court scheduling system using “Reserve My Courts”. Using this system, Homeowners and residents can reserve the courts on a first come first-served basis up to two weeks in advance.
- vii. “Open Play” days and times for pickleball may vary and will be scheduled on the court scheduling application. Open play allows players to play during certain hours without reservations – individual players walk up to the courts and put their paddles in line to play. The first four people with paddles in line play on the next available court. When they finish one game, the next four people take over the court. The process continues with single gameplay during Open Play hours.
- viii. Paddles/rackets can be checked out at the Reception Desk. Individuals returning damaged equipment may be assessed a fee.

**Section 19. Dog Park**

- A. Homeowners and residents are responsible for all injuries and damage caused by their dogs.
- B. The Dog Park hours of operation are dawn to dusk daily.
- C. All dog owners utilizing the dog park must abide by the laws governing pet ownership as set forth by the City of Spring Hill and ensure their pet is properly inoculated.

- D. All Homeowners, residents and guests must register their dogs with the HOA before using the Dog Park for the first time.
- E. All pet waste must be properly picked up and disposed of while utilizing the Dog Park.
- F. Homeowners, residents, or a responsible adult must always be with the pet in the Park. Homeowners, residents, and guests must continually watch dogs and maintain voice control over their animal.
- G. Homeowners and residents must keep dogs leashed until safely inside the fence and before exiting.
- H. Dogs that are sick, aggressive, in heat, or have not been inoculated are not permitted in the Dog Park.
- I. Children at the Dog Park must always be supervised by a responsible adult.
- J. Homeowners and residents must not allow dogs to dig holes; but if the dogs do dig a hole, the Homeowner/resident must immediately fill the hole.
- K. No food, including doggy treats, is permitted in the Dog Park.
- L. Access to the Dog Park may be restricted during special events and notice will be posted.

#### **Exhibit A. How And When To Fly The Flag At Half-Staff**

36 U.S.C. § 175(m) sets forth the times during which a flag should be flown at half-staff. That subsection states:

*(m) The flag, when flown at half-staff, should be first hoisted to the peak for an instant and then lowered to the half-staff position. The flag should be again raised to the peak before it is lowered for the day. On Memorial Day the flag should be displayed at half-staff until noon only, then raised to the top of the staff. By order of the President, the flag shall be flown at half-staff upon the death of principal figures of the United States Government and the Governor of a State, territory, or possession, as a mark of respect to their memory. In the event of the death of other officials or foreign dignitaries, the flag is to be displayed at half-staff according to Presidential instructions or orders, **or in accordance with recognized customs or practices not inconsistent with law**. In the event of the death of a present or former official of the government of any State, territory, or possession of the United States, the Governor of that State, territory, or possession may proclaim that the National flag shall be flown at half-staff. The flag shall be flown at half-staff thirty days from the death of the President or a former President; ten days from the day of death of the Vice President, the Chief Justice or a retired Chief Justice of the United States, or the Speaker of the House of Representatives; from the day of death until interment of an Associate Justice of the Supreme Court, a Secretary of an executive or military department, a former Vice President, or the Governor of a State, territory, or possession; and on the day of death and the following day for a Member of Congress. The flag shall be flown at half-staff on Peace Officers Memorial Day, unless that day is also Armed Forces Day. As used in this subsection —*

*(1) the term "half-staff" means the position of the flag when it is one-half the distance between the top and bottom of the staff;*

*(2) the term “executive or military department” means any agency listed under sections 101 and 102 of title 5; and*

*(3) the term “Member of Congress” means a Senator, a Representative, a Delegate, or the Resident Commissioner from Puerto Rico.*

**OFFICERS' CERTIFICATION,**

We, the Board of Directors, do hereby certify that this document was properly adopted via unanimous electronic consent by the Board of Directors on January 31, 2025, to be effective as of March 1, 2025.

*Erica Hadden*

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Secretary

*K. Storch*

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President