

Sherwood Green Estates

Rules and Regulations

V.2. Approved September 10, 2021

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Note: Whether direct quote, or in summary, any information noted in italics on the following pages may be traced back directly to the CC&Rs.

OVERVIEW

Owner Responsibility

Each Owner signs a document at closing attesting that they “understand and accept [their] rights and obligations as a member of the Sherwood Green Estates community.” As such, and in accordance with the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) for Sherwood Green Estates, “*each Owner shall maintain his or her Lot, as well as the Residential Unit and all other structures or improvements thereon, including exterior surfaces of the residence, parking areas, fences and other improvements located on the Lot in a manner consistent with the Community-Wide Standard and all applicable provisions of the Documents.*” (“Documents shall mean and refer to this Declaration, any exhibits or supplements thereto, including the Bylaws and Charter of the Association, the Architectural Guidelines, as well as the rules and regulations adopted by the Association.”)

Board Responsibility

As part of the duties imposed by the Bylaws of Sherwood Green Estates, the Board of Directors has the responsibility to make and amend rules and regulations and enforce by legal means the provisions of the Declaration, Bylaws and the rules and regulations adopted by the Board.

In accordance with the CC&Rs for Sherwood Green Estates, “*the association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Subdivision, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include monetary fines, which if unpaid, shall constitute a lien on such Owner’s Lot subject to enforcement as provided under Article X hereunder, as well as suspension of the right to vote and the right to use the recreational facilities*” (Common Areas). As such, the Rules and Regulations, recorded on the following pages, are written in strict accordance with the CC&R's and are enforceable by legal means.

The Rules and Regulations may be amended and/or supplemented at any time with a majority vote of the Board. However, the CC&Rs may be amended *only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association*, unless there is a material change, which also requires *approval by 51% of Mortgagees*. **Any request to amend the CC&Rs by any homeowner(s), will result in the homeowner(s) being held financially responsible for all costs as they occur. This includes but is not limited to administration fees, legal fees, voting fees, etc. Should payment not be received in a timely manner the request will become null and require resubmittal to proceed.**

ARCHITECTURAL GUIDELINES

In accordance with the CC&Rs for Sherwood Green Estates, “*The [Architectural Review Committee (ARC)] shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, (the “Architectural Guidelines”).*” As such, this section, the Architectural Guidelines, shall:

- Document the types of changes that are allowed/disallowed
- Explain when an Owner shall submit an Architectural and Landscaping Change Request Form to the ARC
- Outline the process for obtaining ARC approval

For purposes of this document, “Architectural” means any initial construction, modification, addition, or alteration on Owner Lots, including, but not limited to, any structure, building, fence, wall, driveway, path, lighting, or landscaping.

Approval Requirements

BASKETBALL GOALS

Per the CC&Rs, permanent basketball goals are permitted so long as the respective Owner submits a request to the ARC for approval of the location, height, and type of goal and post to be installed prior to installation. No portable basketball hoops, backboards and poles, or basketball hoops attached or affixed to the residence are permitted.

DECKS, SCREENED-IN-PORCHES AND SUNROOMS

The construction, modification or addition of Lot improvements (such as decks, screened-in-porches, sunrooms and any other structure/building) are allowed so long as the Owner submits a request to the ARC for approval of the location, materials to be used, and exterior design details prior to installation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme.

FENCING

Per the CC&Rs, the construction, modification or addition of any fence must be approved by the ARC prior to installation.

All fencing shall be a style consistent with the existing fencing installed in the Sherwood Green Subdivision. Privacy wood fencing may only be installed along major exterior roadways (i.e., Rocky Fork Rd.) Any replacement of privacy fencing shall match in style, color, and height the existing wooden fencing.

Except as noted above, all other perimeter fencing shall be made of black metal fencing similar to the existing standards visible throughout the neighborhood. Specifically, fencing should:

1. Be made of metal/aluminum, black in color, and standing 4’ or 5’ tall

2. Contain spindle gaps of the standard 6” or the 3” ‘puppy picket’
3. Be finished with a solid rail running across the top of the fence between posts

FIRE PITS AND OUTDOOR KITCHENS

The construction, modification or addition of Lot improvements (such as fire pits, outdoor kitchens and any other structure/wall/path) are allowed so long as the Owner submits a request to the ARC for approval of the location, materials to be used and design details prior to installation.

Grills and Firewood

All grills should be located so as to minimize their visual impact on adjacent neighbors in the rear of the dwelling.

Firewood shall be stored in the rear of the Lot, and neatly stacked in piles that do not exceed six (6) feet in length and four (4) feet in height for both aesthetic and safety considerations.

LANDSCAPING, PATIOS, AND SPRINKLER SYSTEMS

The grounds surrounding the residence shall be landscaped in a manner which compliments the residence, does not interfere with the views of other residence and does not constitute a nuisance (e.g., excessive dropping of leaves, fruit, unacceptable odors, habitat for unacceptable animals, etc.). In accordance with the CC&Rs, *landscaping changes require approval by the ARC*. The Board acknowledges that landscaping changes range from minor to significant. As such, the Board has provided a list of changes/enhancements that do not require additional approval by the ARC, and a list of more significant landscaping changes that do require approval by the ARC prior to installation. This list is not exhaustive or without exception. If an Owner has any doubts as to whether a change needs ARC approval, it is in his or her best interest to submit the request rather than proceed with uncertainty.

1. Examples of ‘pre-approved’ exterior changes/enhancements not requiring additional approval via ARC/Board:
 - a. Planting of flowers or shrubs in an existing bed.
 - b. Replacement of existing plants or shrubs with similar plants or shrubs.
 - c. Planting of small shrubs behind the residence out of street view.
 - d. Planting a small (non-permanent) vegetable garden behind the residence out of street view.
 - e. Establishing a (non-permanent) flower garden behind the residence out of street view.
 - f. Placing pavers or stones underneath an exterior faucet or downspout to facilitate access/proper draining.
 - g. Gardening in (non-permanent) pots or raised planters behind the residence out of street view.
 - i. Planters may be made of wood, masonry or other building material and vary in size, but may be no more than 6 to 12 inches high, 3 to 6 feet wide and 6 to 8 feet long .
All raised planter boxes built outside of the listed dimensions will require approval.
 - h. Setting up a (non-permanent) children’s sandbox behind the residence out of street view.

2. Examples of landscaping changes/enhancements that do require ARC approval prior to installation:
 - a. Creation of paved paths, walkways, or patios.
 - b. Installation of pergolas, cabanas, etc.
 - c. Planting of trees or shrubs expected to exceed 8 ft. in height.
 - d. Creation of a new flower or planting beds visible from the street.
 - e. ANY planting or structure beyond the perimeter of an Owner's Lot, such as Common Area and the 'grass strip' between the sidewalk and street (e.g., garden arbor, trellis, enclosed raised bed, compost pile, etc.). *Please see additional guidance regarding expectations for Common Area Use and Enjoyment in the following section.*
 - f. Planting of any invasive or intrusive species which may spread beyond the Owner's Lot (examples: wildflowers, or some types of bamboo).
3. Irrigation/Sprinkler systems: *The construction, modification or addition of Lot improvements (such as irrigation systems) are allowed so long as the Owner submits a request to the ARC for approval, including a copy of the Plat for liability purposes prior to installation.*

*****Grandfathered Exception: Approval requirements for landscaping changes, as defined above, were effective 14 days after Board approval of the Architectural Guidelines (V.1. - Approved April 25, 2021). Thus, except where explicitly dis-allowed per the CC&Rs, landscaping changes made prior to the adoption of the Architectural Guidelines will be considered 'approved.' Expectations for maintenance and upkeep are still required.*****

Please Note: The dumping of any materials such as but not limited to yard clippings, animal byproducts, rocks, wood, etc. is strictly prohibited within any area of our subdivision including all Common Areas. Dumping of such materials is unlawful and such acts may be punishable by fine. All such items should be disposed of in Owner garbage cans, city/county dump or personal composting dispenser.

LIGHTING

Per the CC&Rs, *except for seasonal decorative lights, all exterior lights must be approved by the ARC.* (e.g. uplighting)

Decorative string lights may be hung on rear entertainment areas so long as they are not disruptive to neighboring lots (limit light pollution) and provide a cool white to warm white light display. Except for seasonal decor, as outlined below, no colored lights may be used.

Those Residents wishing to display holiday lighting/decorations should remember to be considerate of their neighbors. No outdoor displays shall spill over onto neighboring Lots, and decorations shall be kept within property setback lines. Lights shall be displayed no earlier than thirty (30) days before the holiday and shall be removed no later than fourteen (14) days thereafter.

PLAYGROUND EQUIPMENT

Per the CC&Rs, *all playground equipment located upon the Lots, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be approved by the ARC prior to installation. All playground equipment shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface. No painted wood finish, predominantly plastic or metal structures shall be allowed. Trampolines must be secured with wind stakes. Any allowable playground equipment shall be hidden as much as possible from the street view and from the view of adjoining Owners.*

SWIMMING POOLS/SPA

Per the CC&Rs, *swimming pools below ground level may be constructed on Lots provided that the location, plans and specifications thereof are approved by the ARC prior to installation. Above-ground pools are prohibited within the Subdivision.*

A Spa/Hot Tub may be installed on Lots provided that the location, plans and specifications thereof are approved by the ARC prior to installation.

OTHER

1. **Antennas and Satellite Dishes:** Per the CC&Rs, *equipment must be 24 inches or less in diameter, must be located in the rear of the residence and not visible from the street (unless such a location would preclude reception of an acceptable quality) and may not be affixed to any portion of the Common Area. Any deviation from this policy must be approved by the Board of Directors prior to installation.*
2. **Flags/Flagpoles:** Per the CC&Rs, *no flagpoles shall be erected on any Lot.* However, flags (e.g., American flag, team flag) are allowed, so long as they are not installed on a permanent in-ground flagpole, are in good condition, and are non-offensive.
3. **Signs:** Per the CC&Rs, *no signs of any kind shall be erected or placed within the Subdivision without the written consent of the Board of Directors.* The Board consents to the following:
 - a. **Conservation Buffer Signs:** Conservation Buffer signs are required by the Town of Nolensville and Tennessee State Law to be set close to or along boundaries of all protected areas. Owners shall not move or remove any such sign. Violation of any such provision may result in a fine.
 - b. **Garage Sale Signs:** Per the CC&Rs, *no garage sale, yard sale, or similar activity shall be conducted in the subdivision without prior approval of the Board.* Signage for **approved** and **permitted** sales may only be posted 1 week prior to the sale and shall be removed within 24 hours of the sale.
 - c. **Local School Recognition/Appreciation Signs:** School signs may be posted in front of the Residence for no longer than 30 days, except for senior graduation signs which may remain until 1 day following the date of graduation.
 - d. **Political Signs:** Pursuant to the Tennessee Freedom of Speech Act of 2017, found at T.C.A. § 2-7-143, property owners or legal residents may place campaign signs on their own private properties for sixty (60) days prior to a general election, including early voting, until one (1) day after that general election.
 - e. **Residential Home Listing Signs:** *the Owner may place one sign on such Owner's Lot advertising the sale thereof*

- f. Security Signs: A single hard staked sign of no more than 1'x1' may be erected in one's yard within the area of the homeowner's current planted bed space as long as the homeowner is under a current contract with a security company. One sticker may be placed in a single window facing the street as well as one single sticker in one window facing the rear of the home.
4. Storage Containers: Patio boxes/storage containers may be allowed so long as they are constructed of a weather resistant material, such as plastic or resin, finished in a color that compliments the current color scheme of the Residence so as to blend in, and stored in a location out of street view. The storage container may be no larger than 150 gallons and stand no taller than 3 feet high.

Garden hoses should be stored either indoors, mounted on reels on the side or rear of the house, or stored in an enclosed garden hose storage container in a neat and attractive manner when not in use.

All other household and maintenance items such as wheelbarrows, ladders, lawn mowers, bins etc. may not be stored on porches, patios, yards, Lot or Common Area.

*****Grandfathered Exception: The patio box/storage container requirements noted above were effective 14 days after Board approval of the Architectural Guidelines (V.1. - Approved April 25, 2021) Thus, except where explicitly dis-allowed per the CC&Rs, patio boxes/storage containers purchased and put in use prior to the adoption of the Architectural Guidelines will be considered 'approved.' Expectations for maintenance and upkeep are still required.*****

5. Tents, Sheds and Greenhouses: Per the CC&Rs, *no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or any part of the Subdivision*. Due to the temporary nature and shed-like structure of greenhouses, greenhouses are also disallowed.
6. Mailboxes: All mailboxes are to be the same design and style in keeping with the original construction of Sherwood Green Estates. Lot Owners are required to maintain their mailboxes in a clean and neat fashion, which includes keeping the mailbox painted and in good repair.
7. Rain Barrels and Compost: Rain barrels, compost and other similar harvesting systems must be approved in writing by the ARC if in view from any street, neighboring Lot, or Common Area. The color and finish of the product must be complementary and compatible with its surroundings. Any overflow shall discharge in the same location as the downspout to which the system is connected and shall not create adverse drainage conditions.
8. Shutters: Shutters should be harmonious with the architecture of the existing dwelling regarding the style, size, material and color of the shutters. Shutters must be equal, or approximately equal by standard manufacturers' standards, in length to the height of the window. No application to the ARC is required for the replacement of existing approved shutters with shutters that are the same in style and color.
9. Animals: Dogs, cats, and other permitted household animals cannot be free to roam the neighborhood per the Rules and Regulations of Williamson County known as the "Leash Law". When a household animal defecates upon property not belonging to the Owner, it is the Owner's responsibility to clean up after the animal, at or very near the time of defecation and to dispose of said waste properly.

As stated more fully in Article XII, Section 4 of the Restrictive Covenants, *only household pets may be kept on any Lot, provided they are not kept, bred, or maintained for any commercial or breeding purposes.*

Common Area Use and Enjoyment

Per the CC&Rs *the Common Area(s) is/are dedicated for the use and enjoyment of the Owners.* The Association is given responsibility for maintaining these areas in a condition which complies with local regulations and benefits all residents. However, it is recognized that essentially all residential Lots are adjacent to some portion of the Common Area and thus residents may desire to utilize these adjacent Common Areas for individual or group purposes. Without surrendering any control over any portion of the Common Areas, the Board, via the ARC, may grant residents permission to utilize or plant in the Common Areas with submission of an Architectural and Landscaping Request Form. This use, when granted, is always subject to the following restrictions:

PLANTINGS

1. The ARC must approve the location and type of any planting within the Common Area.
2. The Lot Owner(s) requesting permission to plant bear all financial responsibility for completion of and on-going maintenance (pruning, watering, fertilizing, etc) of such plantings to ensure their viability and an appearance beneficial to the neighborhood.
 - a. In the event such plantings do not thrive and/or become undesirable in the opinion of the HOA/ARC, the Lot Owner is responsible for removal of the plants and responsible for returning that portion of the Common Area to its original condition (within reason). If this removal/restoration is not undertaken by the Owner, the HOA may contract for it to be done at the Owner's expense.
 - b. If the Owner decides to sell and/or vacate his residence before the planting(s) are viable (i.e., will continue to live and thrive without Owner watering, etc.), the Owner must remove the planting(s) and restore the Common Area prior to completion of the sale and/or vacating the residence. If this is not done, the HOA may contract for it to be done at the Owner's expense.
3. The HOA is not responsible for any damage to any plantings from (1) other residents or guests utilizing the Common Areas or (2) mowing or other maintenance activities conducted by or for the HOA within the Common Areas.

STRUCTURES

1. The ARC must approve the location, design, materials, estimated time of construction, and means of construction (e.g., Owner, contractor, or combination) for any structure (e.g., garden arbor, trellis, enclosed raised bed, compost pile, etc.) to be built within the Common Area.

2. The design of the structure cannot be of such a nature as to prohibit the use of the Common Area by another resident or guest.
3. The Lot Owner(s) requesting permission to install a structure bear all financial responsibility for the timely completion of such structure(s) and the maintenance of the structure necessary to ensure their useability and an attractive appearance that does not detract from the appearance of the Common Areas.
 - a. In the event such structure(s) are not maintained and/or become undesirable in the opinion of the HOA/ARC, the Lot Owner is responsible for timely removal of the structure(s) and is also responsible for returning that portion of the Common Area to its original condition/appearance (within reason). If this removal/restoration is not undertaken by the Owner, the HOA may contract for it to be done at the Owner's expense.
 - b. If the Owner decides to sell and/or vacate his residence after the structure is installed, the Owner must remove the structure and restore the Common Area prior to completion of the sale and/or vacating the residence. If this is not done, the HOA may contract for it to be done at the Owner's expense.
4. The HOA is not responsible for any damage to any Lot Owner installed structure in the Common Areas resulting from (1) other residents or guests utilizing the Common Areas or (2) mowing or other maintenance activities conducted by or for the HOA within the Common Areas.

OTHER USES

1. Other quasi-permanent uses of the Common Areas such as setting up a Badminton court or volleyball net for the warm-weather seasons will also require ARC approval.
2. Restrictions similar to those for plantings or structures will be applied by the ARC in their approval letter at the time of approval.

*****Grandfathered Exception: The requirements noted above were effective 14 days after Board approval of the Architectural Guidelines (V.1. Approved April 25, 2021). Thus, except where explicitly dis-allowed per the CC&Rs, any plantings or structures established within the Common Areas prior to the approval and publishing of this guideline is considered to have been approved by the ARC. Such prior approval does not remove the Owner from being responsible for complying with all other of the requirements above.*****

Change Request Submission and Approval Process

The CC&Rs for Sherwood Green Estates provide that :

No Owner, occupant of an Owner's Lot, or any other Person, other than the Declarant, may: (i) make any exterior change, alteration, modification, or construction on a Lot; (ii) erect, place or post anything or object which may affect there appearance of a Lot; or (iii) change the grade or slope of a Lot without first obtaining the written approval of the Architectural Review Committee ("ARC").

In accordance with such, and for your protection and benefit, all exterior improvements must be approved by the ARC and/or Board prior to the commencement of work. Failure to submit all required documentation may delay the anticipated start date for the requested change:

1. A completed Architectural and Landscaping Change Request Form shall be submitted for all requests.
2. A site plan/plat clearly showing Lot lines, existing structures and improvements, and proposed changes, including location, dimensions, and elevations of said changes shall be submitted for all requests.
 - a. For fences, all proposed fence gates shall also be noted on the site plan/plat.
 - b. For landscaping, plant types and locations of requested changes shall also be noted on the site plan/plat
 - c. For irrigation/sprinkler systems, proposed trenching and head placement shall be noted on the site plan/plat as well as plans for piping under sidewalks, if applicable.
3. For requests related to any structure, deck, patio, fencing or swimming pools, a photograph or drawing of a similar completed project shall be submitted.
4. For fence requests, or any other requested change running along or near Lot lines, a detailed description noting how Lot lines will be confirmed prior to commencement of work (i.e., by survey, fence vendor locating original Lot corner pins, or other equivalent method) shall be submitted.
 - a. If tying into existing fencing on a neighboring Lot or Lots, a statement saying you have notified the neighbors and received permission to connect to the existing fence shall also be included
5. The ARC/Board reserves the right to request additional information in order to reach a decision regarding
6. **Owner must be in good standing before the ARC/Board will consider the requested change for approval. If denied for poor standing, a complete file must be resubmitted for consideration once all items have been brought into good standing:**
 - a. **All Owner dues/assessments must be current**
 - b. **Any outstanding violations must be remedied**

Once a completed file has been submitted to the ARC/Board, Owners should allow 7-10 business days for review and approval/denial prior to the commencement of work. The Architectural Guidelines noted above will be used in the review of applications, but *those guidelines shall not be the exclusive basis for decisions of the ARC, and compliance with the Architectural Guidelines does not guarantee approval of any application* as the ARC also reviews the application *as to the quality of workmanship and design and as to*

the harmony of the external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation.

Once approved work has been completed, the ARC and/or Board reserve the right to inspect the change to ensure it was completed as requested and approved.

Per the CC&Rs, “any construction, alteration, or other work done in violation of [the Architectural Standards], the Declaration, the Bylaws, the design standards or any applicable zoning ordinances, codes, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or work shall be removed at the sole expense of the Owner and the Lot shall be restored to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designee shall have the right, in addition to other remedies provided under Article IX of the Declaration as well as the rules and regulations of the association, to enter the Lot and remove the violation and restore the Lot, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney’s fees may be assessed against such Lot, regardless of whether or not litigation is filed.”

OWNER RESPONSIBILITIES FOR MAINTENANCE AND GENERAL UPKEEP

Each Owner shall maintain his or her Lot, and all structures or improvements thereon, in a manner that is consistent with community-wide standards and all applicable provisions of the Documents (CC&Rs, Bylaws, Architectural Guidelines, and all rules and regulations adopted by the Association) and that is aesthetically pleasing to the occupants surrounding his or her Lot. Furthermore, no portion of the Subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. In accordance with such, each Owner shall:

- Keep lawn and garden areas free of weeds and well-maintained with regular mowing, seasonal pruning, and the prompt removal of dead vegetation or waste.
- Keep the Lot, and any structure or improvement thereon, in good condition with prompt repair of any damage and timely application of paint and/or stain where applicable.
- Refrain from unsightly outdoor storage of personal property or staging of personal property on porches, patios, yards, Lots or Common Areas, including but not limited to tools, furniture, building and landscaping materials, unkept pots/planters, toys, tarps, wood piles, or other miscellaneous personal items.
 - In instances of exterior landscaping projects-in-process, Owners may store landscaping materials outdoors for up to 10 business days, so long as those materials are stored in an organized manner out of street view. Please contact the Board should circumstances beyond your control (e.g., contractor delay) warrant an exception.

*The Association shall maintain and keep in good repair, order, and condition the Common Areas (open spaces, common amenities, sidewalks, entrance signage, etc) within the Subdivision. However, Lot Owner's shall mow and perform grounds maintenance upon any grass strip that lies between the street edge of the sidewalk and the pavement that runs parallel to said Owner's Lot. This includes the replacement of dead or diseased street trees. Any tree that was originally planted by the developer, and lived beyond 12 months, is the responsibility of the Owner, and shall be replaced if deceased. Ideal planting periods range between November 1 and March 1. Failure to replace a tree that was previously installed by the Developer may result in a violation. To align with Town of Nolensville Subdivision Regulations, street tree replacements shall be:

- 2 ½ inch caliper trees of the same species, size, and color of those planted on the same street.

VEHICULAR PARKING

Per the CC&Rs, *No owner or occupant shall keep more than three (3) vehicles parked in said owners driveway at any time. All other vehicles must be parked in the garage.*

Per the CC&Rs, the following vehicles are *prohibited from being parked upon any portion of the Subdivision property, except in areas, if any, that may be designated by the Board as parking areas* (see below for Board designated parking areas) *for particular types of vehicles:*

- *Any vehicle that does not have a current license tag or is inoperable*
- *Vehicles used primarily for commercial purposes or vehicles with commercial writings on the exteriors*
- *Panel trucks, trucks with load capacities of one (1) ton or more, trailers, buses, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving 'cars' or 'passenger vehicles' classification by the Tennessee Department of Motor Vehicles)*
- *Recreational vehicles (RVs, motor homes, campers), boats, trailers, jet-skis and trailers for same*

EXCEPTION: Specific on-call/emergency vehicles, per TN Code 55-8-108, may be parked on the Owner's driveway without seeking Board approval. Examples include, but are not limited to ambulances, police cruisers, EMT trucks, public utilities vehicles, etc.

Street parking of any owner or owner occupant vehicle is disallowed. Due to the limited visibility resulting from street parking, and the increased risk of injury to pedestrians, the following enforcement actions will be followed for street parking violations:

1. First Violation Notice with 12 hours to remedy
2. Second Violation Notice with \$100 fine assessed to account and 12 hours to remedy
3. Upon Third Violation, the vehicle may be towed at Owner's expense

Per the CC&Rs, if any vehicle is parked in violation of the rules and regulations, a Board member or other agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs within six (6) months of such notice, the Board or other agent of the Association may have the vehicle towed in accordance with the notice, without further notice to the Owner or user of the vehicle.

ESCALATION PROCESS FOR NON-COMPLIANCE OF GOVERNING DOCUMENTS

When matters of concern are brought to the attention of the Board, whether by a Board Member or any other neighborhood member, the Board has a responsibility to investigate the matter, and if warranted, follow standard procedures for bringing a Owner and/or Lot into Compliance with the provisions of the Documents.

**The Association may establish monetary fines as well as suspend voting rights and usage of the Common Areas for any violations of the restrictions and provisions set forth in the Documents.*

The following procedures shall be followed in bringing an Owner and/or Lot into compliance with the provisions of the Documents. (Exceptions may be made for repeat offenders or Owners showing a general disregard for the covenants and restrictions as a whole):

1. The ARC/Board will review item(s) of concern against applicable provisions of the Documents (CC&Rs, Bylaws, Architectural Guidelines, and all rules and regulations adopted by the Association)
2. If non-compliance is confirmed, the Board will email the management company providing:
 - a. the name and address of Owner responsible for addressing concern,
 - b. a description of the issue(s) noted, and
 - c. pictures of observed enfraction
3. The management company will then send an official letter (1st notice) to the named Owner that will:
 - a. describe the violation noted and
 - b. provide a timeline (**30 days**) for the named Owner to correct the enfraction before Board escalation of the matter.
4. If the Owner fails to remedy the matter, the management company will send another official letter (2nd notice) that will:
 - a. remind the Owner of the noted violation and
 - b. provide an additional **30 days** to address the matter. (Now **60 days** from initial notice)
5. If the Owner still fails to remedy the matter after the 2nd notice, the management company issues a \$100 fine and sends another official letter (3rd notice) to the named Owner. (Now **90 days** from initial notice) At this point, additional fees may also be assessed to cover the expense of having the HOA, or another 3rd party, clean/remove/assist with correcting the violation.

6. If the issue remains **30 days** after the 3rd notice (now **120 days** from initial notice), a 4th notice is sent, this time from the attorney alerting the Owner that failure to remedy the matter and pay all associated fines by a given date, will result in a judgement lien being placed on the residence along with an additional \$100 fine.
7. If the homeowner should fail to remedy the matter after **120 days** a \$100 fine will be given each additional **30 days** thereafter until the matter is closed.

****Parking Violations are immediately enforceable by the HOA board and/or Nolensville Police Department and are punishable by fine, tire booting or removal of vehicles. See additional Parking Guidelines in the previous section.****

********Please note: The Owner is responsible for payment of fines imposed for non-compliance and all costs incurred in bringing the Owner and/or Lot into compliance with the provisions of the Declaration, any amendments thereto, the Charter, the Bylaws, and the Association rules.********

DOCUMENT (VERSION) CONTROL

Date	Version	Comments	Version Approval Date	Reference
April 2021	1	Initial Arch Guidelines drafted; reviewed by Gasser/Legal; Board Approved	4/25/2021	Version Approval*: Jessica Salamida Cliff Buck Laura Ellis Tiffany Robertson John Billington
May/June 2021	2	Greenhouses and Security Signs added to Arch Guidelines; Board authorization for seasonal lighting outside of dates noted in CC&Rs	NA	Change Approval*: Jessica Salamida Laura Ellis Tiffany Robertson John Billington
July/August /September 2021	2	Renamed: Rules and Regulations; Reorganized for better flow; Added Overview (Owner and Board responsibility); Added guidance for installation of Spas/Hot Tubs, storage of grills/firewood/rain barrels/compost bins/garden hoses/misc maintenance items, and maintenance of mailboxes/shutters; Added summary of county/community regulations for pet owners; Added expansion of ARC review/approval process. Updated rules for vehicle parking (removing general exception that authorized temporary “parking areas”, now requiring individual approval); and clarified street parking violation process	9/10/2021	Version Approval: Jessica Salamida Jonathan Weaver Laura Ellis Tiffany Robertson See Working Session Minutes of BOD for reference of approval.

*Prior to XXX, in person Board working sessions were not officially recorded. Additional approval documentation not available.