

Sherwood Green Estates

Architectural Guidelines

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Architectural Guidelines

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Architectural Guidelines

PURPOSE

In accordance with the Declaration of Covenants, Conditions and Restrictions (“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 document, the Architectural Guidelines, shall be used to:

1. Document the types of changes that are allowed/disallowed
2. Explain when an Owner shall submit an Architectural and Landscaping Change Request Form to the ARC for approval and the process for obtaining such approval.
3. Outline the expectations for the upkeep and maintenance of Owner Lots and any Architectural improvements thereon.
4. Define the procedures for notice and escalation of non-compliance.

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.

Please note that these guidelines are written in strict accordance with the CC&R's. The guidelines are used to enhance the understanding of the more undefined areas of the CC&R's.

Any request to change, modify or edit the CC&R's 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 fee, etc.. Should payment not be received in a timely manner the request will become null and require resubmittal to proceed.

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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

Decks, screened-in-porches, and sunrooms 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.

FENCING

All fencing shall be a style consistent with the existing fencing installed in the Sherwood Green Subdivision, and, per the CC&Rs must be approved by the ARC prior to installation.

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

Fire pits and outdoor kitchens 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.

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 generally require approval by the ARC, and a list of 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 exterior changes/enhancements not considered landscaping changes, and thus not generally requiring ARC approval:
 - 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 planters.
 - 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. Sprinkler systems are generally allowed. However, because they often run along Lot lines, any Owner installing a sprinkler system must submit a Request for Change, including a copy of the Plat for liability purposes prior to installation.

******Grandfathered Exception: Approval requirements for landscaping changes, as defined above, will take effect 14 days after Board approval of the Architectural Guidelines and transmission of said document to the neighborhood. 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, the addition of permanent exterior lighting features (e.g., uplighting) requires ARC approval prior to installation.

Additionally, except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with article 11 with these declarations.

As such, decorative lights displayed outside of the window listed above may be displayed no more than 14 day prior to the event and no more than 7 days after. (EX: Halloween)

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

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.

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. Flagpoles: Per the CC&Rs, no (permanent, in ground) flagpoles shall be erected on any Lot.
3. Tents, Sheds: 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, this includes, but is NOT limited to greenhouses or other structures.
4. 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. Additional guidance is as follows:
 - a. 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.
 - b. 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.
 - c. Residential Home Listing Signs: Per the CC&Rs, the Owner may place one sign on such Owner's Lot advertising the sale thereof with no need for Board approval.
 - d. 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.
 - e. Flags: 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.
 - f. 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.
 - g. 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.

5. 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.

******Grandfathered Exception: The patio box/storage container requirements noted above will take effect 14 days after Board approval of the Architectural Guidelines and transmission of said document to the neighborhood. 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.******

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COMMON AREA USE AND ENJOYMENT

Per the CC&Rs the Common Area(s) is/are dedicated for the use and enjoyment of all residents. The HOA and the ARC are 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 HOA 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 completing such plantings.
3. The HOA is not responsible for any damage to any plantings from other residents or guests utilizing the Common Areas.
4. The HOA is not responsible for any damage to any plantings from mowing or other maintenance activities conducted by or for the HOA within the Common Areas.
5. The individual Lot Owner requesting permission from the ARC to plant trees, shrubs, etc. within the Common Area bears all responsibility for the on-going maintenance (pruning, watering, fertilizing, etc.) of these plants necessary to ensure their viability and an appearance beneficial to the neighborhood.
6. 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.
7. 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.

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).
4. The HOA is not responsible for any damage to any Lot Owner installed structure in the Common Areas resulting from other residents or guests utilizing the Common Areas.
5. The HOA is not responsible for any damage to any Lot Owner structure from mowing or other maintenance activities conducted by or for the HOA within the Common Areas.
6. The individual Lot Owner(s) requesting permission to install a structure within the Common Area bears all financial responsibility for 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.
7. 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.
8. 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.

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 will take effect 14 days after Board approval of the Architectural Guidelines and transmission of said document to the neighborhood. 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.******

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CHANGE REQUEST SUBMISSION/APPROVAL PROCESS

The Declaration of Covenants, Conditions and Restrictions for Sherwood Green Estates provides 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
3. For requests related to decks, patios, 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 the proposed changes.
6. *All Owner dues/assessments must be current before the ARC/Board will consider the requested change for approval.*

Once a completed file has been submitted to the Board, Owners should allow 7-10 business days for review and approval/denial prior to the commencement of work. Once approved work has been completed, the ARC and/or Board reserve the right to inspect the change to ensure it was completed as approved.

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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. 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, 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.

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ESCALATION PROCESS FOR NON-COMPLIANCE

*When matters of concern are brought to the attention of the Board, whether by a Board Member, **Property Management** 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 **offenses** or Owners showing a general disregard for the covenants and restrictions as a whole):

1. The **Property Management Company and/or** 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 **Property Management Company will email the Board:**
 - a. the name and address of Owner responsible for addressing concern,
 - b. a description of the issue(s) noted, and
 - c. pictures of observed
3. The **Property Management Company** will then send an official letter (**Warning Only**)
 - a. describe the violation noted and
 - b. provide a timeline (**30 days**) for the named Owner to correct the infraction before **the Property Management Company escalates the matter and an official notice is sent.**
4. If the Owner fails to remedy the matter, the **Property Management Company** will assess as follows:
 - a. 1st assessment violation notice 60 days: \$100 fine and 30 days to remedy
 - b. 2nd assessment violation notice 90 days: \$100 fine: an additional 30 days to remedy
 - c. 3rd assessment violation notice 120 days: \$100 fine: an additional 30 days to remedy
 - d. 4th assessment violation notice 150 days: \$250 fine, Lien warning (\$45 legal cost to owner) and an additional 15 days to remedy (\$295 total fee assessed with 4th notice)
 - e. 5th assessment violation notice 180 days: additional \$500 Lien applied (\$175 legal cost to owner) and an additional 15 days to remedy (\$675 total fee assessed with 5th notice) with an additional cost assessed to cover the expense of having the HOA, or another 3rd party, clean/remove/assist with correcting the violation.

Any owner that is in the current process of a violation assessment will be subject to the most recent and approved violation assessments list within the provided document.

*******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.*******

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VEHICULAR PARKING

The CC&Rs in Article XII, Section 2 enumerates various restrictions on parking of all manners of vehicles. In addition, this section states: “The Board may also adopt reasonable rules and regulations regarding parking within the Subdivision, which shall be in compliance with this section.” As such the Board has expanded upon the existing rules in order to maintain the aesthetic appeal of the Subdivision.

1. Owner or Owner Occupant Vehicles
 - a. Generally speaking, vehicles receiving a ‘cars’ or ‘passenger vehicle’ classification by the Tennessee Department of Motor Vehicles (DMV) are allowed. However, 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.
2. Owner or Owner Occupant Recreational-Use Vehicles (including, but not limited to, boats, travel trailers, jet-skis RVs, motor homes, and campers)
 - a. All recreational-use vehicles shall be stored in the Owner’s garage or at an offsite storage facility.
 - b. Temporary on-site parking of such vehicles (for cleaning, loading/off loading, etc) may be allowed so long as the following restrictions are followed:
 - i. Driveway: Temporary parking of all such vehicles in the driveway is allowed for a continuous period of no more than 72 hours.
 - ii. Overall: Temporary on-site parking of such vehicles may not exceed a total of 30 days within any 365 day period.
 - iii. Common Areas: No parking of any vehicles is allowed in any Common Area.
3. Owner or Owner Occupant Utility Vehicles and/or Trailers (including, but not limited to Golf Carts, UTVs, and utility trailers-opened or closed)
 - a. All Utility Vehicles and/or trailers shall be stored in the Owner’s garage or at an offsite storage facility.
 - b. Temporary on-site parking of such vehicles (loading/off loading, etc) may be allowed so long as the following restrictions are followed:

- i. Driveway: Temporary parking of all such vehicles in the driveway is allowed for a continuous period of no more than 24 hours. (Except when homeowners are moving in/out of home - allowed for no more than 72 hours.)
- ii. Overall: Temporary on-site parking of such vehicles may not exceed a total of 30 days within any 365 day period.
- iii. Common Areas: No parking of any vehicles is allowed in any Common Area.

Parking Violation:

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

****All other owner or owner occupant vehicles (cars or passenger vehicles classification by the TN DMV) must be parked in garages, designated parking spaces, or other areas authorized in writing by the Board****

****Overnight Street parking of any owner or owner occupant vehicle is disallowed and NO vehicle shall block or be parked over the sidewalk or driveway approach.****