

HEMMINGWOOD HOMEOWNERS' ASSOCIATION (HHOA)
Architectural/Landscape Standards and Use Restrictions Guidelines

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OVERVIEW

The purpose of this document is to:

- a. Provide a clearer understanding of the role of the HHOA Architectural ("AC") and Landscaping Committees ("LC") in carrying out the "Architectural and Landscaping Standards" of Article IX, Section 1 and the "Use Restrictions" provisions in Article X, Section 1.b. of the HHOA *Declaration of Covenants, Conditions and Restrictions* ("CC&Rs").
- b. Provide a more definitive explanation of the process used to approve requests for architectural and/or landscape changes.
- c. Provide an overview of the criteria the *BOD* will use to evaluate and review requests for architectural and/or landscape changes to minimize subjectivity in the evaluation process.
- d. Provide examples of the criteria used to evaluate the provisions stated in the "Architectural and Landscaping Standards" and "Use Restrictions" sections of the *CC&Rs*.
- e. Provide guidelines for the AC and LC roles in monitoring Exterior Maintenance as defined in the "Use Restrictions" section of the *CC&Rs*.

These Guidelines do not change or replace any of the provisions in the HHOA CC&Rs but are to be used in conjunction with them. They are subject to change by this or future Boards of Directors.

THE ARCHITECTURAL (AC) and LANDSCAPE (LC) COMMITTEES

In accordance with the HHOA Bylaws (Section 6, sub-section 8), the HHOA Board of Directors has appointed an Architectural ("AC") and Landscape ("LC") Committee(s) and has delegated by the *Board's* authority to carry out certain duties pertaining to the preservation of the value, desirability, attractiveness, and architectural integrity of the Hemmingwood community. These duties include, but are not limited to, assuring that any *exterior* modifications, additions, or alterations to any *Residence* (ref: Article 1, Section 10 of the *CC&Rs*) have been reviewed and approved by the *Board* prior to the commencement of any work on the *Residence*. All such AC and LC reviews and approvals will be done in accordance with the *CC&Rs* and will be consistent with the Guidelines presented in this document. The AC and LC will also be responsible for monitoring the compliance of all Use Restrictions pertaining to Exterior Maintenance as stated in HHOA *CC&Rs*, Article X, Section 1(b).

ARCHITECTURAL/LANDSCAPE REQUEST, REVIEW AND APPROVAL PROCESS

Prior to the start of any work on a proposed *Residence* exterior modification, addition, or alteration, the *Residence Owner* (ref: *CC&Rs* Article 1, section 6) must formally submit a properly completed *Architectural/Landscape Change Request Form* ("*Request Form*") along with supporting documentation

to the AC and LC Committees. A copy of the *Request Form* is included in Appendix "C." *Request Forms* are also available from the AC and LC committees and online @ Town Square.

In addition to the *Request Form*, the requesting *Residence Owner* should provide clarifying documentation pertinent to the request, including the following as applicable:

- a. Site location drawings and photographs.
- b. Photographs or drawings of existing and planned structures, landscape, or hardscape.
- c. Material or color samples.
- d. Landscape planting plans.
- e. Hardscape plans.
- f. Contractor's, Architect's, or Landscape Architect's sketch or drawing of the proposed project.
- g. Survey of the proposed placement of the project in relationship to *Residence* property lines and dwelling and/or Common Area.
- h. Estimated start and completion dates.
- i. Any other photographs, drawings, specifications, or data that would be helpful to the AC and *Board* in understanding how the proposed work will (1) change the *Residence's* appearance, appeal, quality, and value, and (2) affect adjacent neighbors specifically and the neighborhood generally.
- j. Neighbor signoffs to the proposed project.

All neighbors who would be visually or otherwise impacted by any proposed change must be notified and asked to sign off on the *Request Form* prior to submission to indicate that they have been informed. If any neighbors object to or have concerns about the proposed change, they may bring their objections or concerns to the AC and LC and/or to the *Board* for consideration.

If the contractor must use any portion of a neighbor's lot or easement for ingress and egress, prior written permission from the affected neighbor(s) must be obtained and attached to the *Request Form*.

The completed *Request Form* must be accompanied by all the pertinent attachments as prescribed above before it will be recorded as "received" by the AC and LC Committees so confirmed, in writing, to the *Owner*. The AC, LC and Board will have thirty (30) days to review and advise the *Owner* that the request is either approved, disapproved, or requires additional information regarding changes, restrictions, or conditions. If additional information is needed, the thirty (30) day timetable will restart after that additional information is "received."

The *Board* will review the Homeowner's request and, if in agreement, will notify the *Owner*, AC and LC in writing that the project has been approved.

If any unforeseen conditions occur to create a need for any variance from the plans after the *Board* has issued approval, the AC and LC and Board must approve the changes, in writing, before they may be implemented. Changes or variances from the approved plans made without prior approval of the AC, LC and Board are subject to removal at the *Owner's* expense.

No work may begin before *Board* approval has been granted and the *Owner* has received notification of that approval in writing from the *Board*. **Failure to obtain prior written approval from the *Board* constitutes a violation of the CC&Rs and may require modification or removal of the unauthorized improvements, at the *Owner's* expense.**

Work on the project must commence within one (1) year from Board's formal written approval date or the approval will expire, and a new *Request Form* will have to be submitted. If the project starts after the expiration date, the Board will have the right to send the homeowner a violation notices in accordance with the provisions stated in Article X, Section 3 of the CC&Rs. If significant delays are projected for the completion of the project as specified in the approved request, the *Owner* is required to notify the Board to discuss a new timetable.

The Board approval does not relieve the Residence Owner of responsibility for compliance with applicable Federal, State, and Metropolitan Nashville/Davidson County codes, zoning regulations, and policies in addition to the Hemmingwood Homeowners Association CC&Rs and Architectural Standards and Use Restrictions Guidelines documents.

Completed forms and documents will be kept on file as a permanent Hemmingwood Homeowners Association record.

RIGHT TO APPEAL ARCHITECTURAL/LANDSCAPE DISAPPROVAL

If a request is disapproved, the requestor may, within thirty (30) days of notification of the decision, either: (a) resubmit the request with written modification and/or further documentation or (b) appeal the disapproval to the *Board* in writing. Any such appeal must include (a) specific detailed information that clarifies why the submittal should be reconsidered and (b) a request to meet with the AC, LC, and the Board to further discuss the submittal. In any case, a Residence Owner who desires to appeal a disapproval response should understand that because decisions are made on a case-by-case basis, mitigating circumstances make every case different even when they may appeal AC and LC to be the same. For this reason, Owners should be aware that a specific change that may have been approved for one Residence Owner in the past does not guarantee that similar AC and LC changes will be approved for different Residence Owners in the future.

RIGHT OF ENFORCEMENT

The Association has the legal authority, as established in Article X, Section 3 of the CC&Rs, to enforce Architectural Standards, including the right of abatement. Failure of the Homeowners Association to enforce any of the provisions of the CC&Rs or these Guidelines will not be deemed a waiver of the right to do so thereafter.

If a *Residence Owner* is found to be not in compliance with these standards, a written complaint may be registered by any other homeowner in the Community. One copy of the complaint should be delivered to the *Residence Owner* who is out of compliance and another copy should be delivered to the President of the Homeowners' Association. Alternatively, the Residence Owner making the complaint may do so to the President of the Homeowners' Association who will then take the appropriate action on behalf of the complainant. There is no form for this purpose; a written and signed statement outlining the issue(s) will suffice.

If the situation causing the Residence Owner to be out of compliance is not addressed within fifteen (15) days of receipt of the complaint by said *Residence Owner*, then the Board of Directors will take action to remedy the situation at the sole expense of the *Residence Owner* who is out of compliance.

If the situation causing the Residence Owner to be out of compliance cannot be addressed by the Residence Owner within this period, the Residence Owner must within seven (7) days of the complaint provide to the President of the Homeowners' Association an explanation as to why this is the case. The President of the Homeowners' Association shall have complete authority to review such an explanation and to determine whether further actions shall be taken.

ARCHITECTURAL/LANDSCAPE REVIEW CRITERIA

The AC and LC evaluates each request on the individual merits of the request as explained on the Owner's Request Form and other documentation. Each Owner is responsible for understanding and abiding by the covenants in the CC&Rs and the architectural standards and use restrictions in this Architectural/Landscape Standards and Use Restrictions Guidelines document. If in doubt about whether to submit a Request Form to the AC and or LC, contact a committee or board liaison to discuss your plans. The AC and LC will assist you in determining the need and in ensuring that all necessary paperwork is completed properly. The AC's and LC's decisions are based upon the review criteria in the following paragraphs.

Validity of Concept

The basic idea of the architectural/landscape change must be sound and appropriate to its surroundings.

Protection of Neighbors

The AC and LC will make reasonable efforts to protect the interests of neighboring Owners by monitoring such matters as surface water drainage; sound and sight buffers; preservation of views, light, and air; and other aspects of design that may have substantial effects on neighboring Residences. The AC and LC will consider the various and appropriate criteria and exercise discretion in determining which of these criteria will be governing in each specific case. It should be noted, however, that neither the AC and LC nor the HHOA is an insurer against problems that may result from improvements on a Residence. The Owner making the change ultimately bears responsibility for any adverse conditions that may be created by that change, whether those conditions affect the subject Residence or any neighboring Residences or Common Areas (Ref: CC&R Article 1, section 2). The AC and LC specifically does not hold itself out to be an expert in the areas of engineering, architecture, or landscape architecture or design. Each Owner should therefore consult such professionals as may be necessary in that regard on a given project.

Design Compatibility

The proposed change must be compatible with the design characteristics of the Owner's Residence and the general neighborhood setting. Compatibility is defined as harmony in style, scale, materials, color, and construction details.

Construction Site

Construction controls are the responsibility of the Residence Owner. This includes, but is not limited to, consideration of other *Owners* during normal work hours, timing of delivery of work materials, removal of excess materials during and upon completion of construction, erosion (silt and mud) control, construction signs placement, containment and removal of trash and debris in a timely manner, and the general appearance of the site while the work is being done.

Construction Hours and Noise

No construction activities of any kind or transportation of any construction material to and from a construction site shall occur before 7 a.m. or after 6 p.m. on Monday through Saturday. No construction or construction related activities shall occur at any time on Sundays.

Any jackhammering or other non-blasting rock removal noise shall be restricted to the hours between 9:00 a.m. and 5:00 p.m. and noise is to be monitored by contractor and *Resident Owner*.

Construction Related Damages

The *Resident Owner* shall hold the contractor accountable for any repairs and or replacement as applicable that may be made necessary because of damages to Hemmingwood property, or other residents' properties by the contractors' workers and/or equipment.

EXAMPLES OF PROJECTS REQUIRING *BOARD OF DIRECTORS REVIEW AND*

APPROVAL CRITERIA

Awnings

The color of the awning fabric must be compatible with the color of the house. Pipe frames or structural supports for canvas awnings (or similar material) should be painted to match the trim or dominant color of the house.

Basketball Goals & Playground Equipment

Basketball goals must be installed on a professional metal pole set in concrete. The backboard must be white, gray, or clear Fiberglass or Plexiglas. Backboards may not be attached to the house. Movable basketball goals are permitted without AC approval but must be moved out of view from the street when not in use. Playground Equipment is to be of high quality and blend into our natural environment. Contrasting colors or galvanized metal structures are prohibited.

Decks and Patios

Decks should be constructed with materials specifically designed for decks. Wood decks should be finished with natural-colored translucent stains or painted to coordinate with the color of the house. Decks made of composite or plastic materials should be finished to appear wood-like as is possible. Patios should be built with concrete, brick, stone, or materials typically used for patios. Deck and patio size should be proportional to the size of the home.

Driveways and Pull-Off Areas

New or Replacement driveways must be constructed with standard grey or brown pea gravel exposed aggregate concrete. Asphalt tooled or brushed concrete driveways are strictly prohibited. Other exposed aggregates are subject to review. Any repairs to driveways and/or additions of parking areas will be constructed of the same material as the existing or new or replacement driveway and will be of the same level as the existing driveway. Driveway Aprons are the portion that flares down and out to meet the street and replaces the curb (subject to storm water drainage consideration). The existing curb is cut, and the driveway aprons allow the homeowners to transition from the street to their property with a smoother grade than a curb. Driveway Aprons are subject to Metro Nashville Building Codes and building permit is required. Driveways cannot extend beyond the existing curb (or cover the curb) into the street subject to fines and removal by Metro Nashville.

HVAC Systems

Individual air conditioner units extending from windows are prohibited. Exterior air conditioning units, heat pumps, and dual-fired systems may be **replaced** in their same location without approval. New units or units that must be relocated require approval to ensure that there is no adverse impact to adjoining *Residences*.

Fences/Walls

Hemmingwood was designed as and remains an "Open Spaces Concept" community. However, smaller fences that DO NOT enclose an entire back yard can be appropriate in certain circumstances such as surrounding a pool, patio, deck, etc. In these instances, a wrought iron or ornamental aluminum fence in black or brown color tones are acceptable. Other fencing stipulations are as follows: 1) Residential fences are not to be seen from street view. 2) Fences are strictly prohibited from adjoining any HHOA "Common Areas" i.e. The Lake and The Indian Burial Ground between Hearthstone Lane and Bridlington Lane. 3) Fences can only be in the rear of a *Residence*. 2) Fences cannot exceed 6 feet above grade in height. 4) Bushes must be planted to act as a hedge so the fence cannot be seen by your neighbors. 5) **Chain link, wire, and vinyl fences are expressly prohibited.** 6) Wooden fences may only be erected where they have no visible impact on other Hemmingwood *Residences*. All fence and post colors should be as wood-like as possible in order blend into our natural environment. Contrasting colors are prohibited. Note that "Invisible" fencing for containing pets do not require *Board* approval.

Irrigation Systems

The installation of underground manual or automatic irrigation systems does not require approval of the *Board*. It is the responsibility of the *Owner* to ensure (1) that all trenching and the installation of all irrigation water supply pipes, sprinkler heads, and backflow preventer riser are fully inside the *Owner's* property line and (2) that the backflow preventer riser is installed out of street view.

Landscaping

Any changes in the current landscape layout requiring the use of a landscape consultant, a landscape contractor, and/or any heavy equipment are required to have *Board* approval. The plan submitted to the AC and LC should include a drawing to show location, variety, and size of all plant materials, as well as location and description of all "hardscape" items such as walls, rocks, fountains, and statuary. Plans for landscape lighting must also be submitted for approval. Any landscaping changes must not

alter drainage of water onto or off neighboring *Residences* or *Common Areas*. Replacement of dead or damaged plants with same or similar does not require *Board* approval.

Lawn Ornaments

Owners may from time-to-time place various lawn or landscape ornaments in their yards. These ornaments may include, for example, bird baths, concrete statues, benches, ceramic or concrete animals, and trellises. Though *Owners* may place these lawn or landscape ornaments without *Board* approval, the installation of all such ornaments must conform to acceptable norms of the Hemmingwood community as related to placement, size, color, and visual impact on the *Owner's* neighbors and visitors to our community. The Board of Directors may review such placements and may require that the Owner move or remove the ornament(s). *Owners* may request *Board* advance review in cases of doubt.

Painting of Residence

Painting of exterior surfaces of a *Residence* any colors **other than the existing colors** requires *Board* approval. **Color chips for all proposed colors must accompany all painting Request Forms.** A maximum of -four (4) colors may be used: one for siding/stucco, one for trim, one for shutters and front door and one of for gutters and downspouts. Front doors, if stained, can be a separate color from the shutters. **Painting of Brick Residences:** Approval to paint any exterior brick will only be granted upon the condition that the paint to be used on the brick shall be a mineral-based paint that contains no acrylics or other organic additives and shall comply with recommended industry standards.

Planting Screens

Installation of shrubbery or a fence to serve as a blind or screen to hide objects such as air conditioners, transformers, trash/recycling containers, irrigation backflow and woodpiles seen from the street a requirement and other locations are strongly encouraged. All modifications require advance *Board* approval.

The minimum distance required when planting near pad-mounted transformers is 3 feet of space on sides and back of transformer and 10 feet of space in front of the transformer (padlock side). Remember the transformer must be always accessible for service.

Replacement of Windows and Doors

Factory-painted anodized aluminum clad or vinyl windows and doors may be used. The color must be specified in the plans and specifications that are to be submitted with the Architectural/Landscape Request Form. Color selection will be subject to the color guidelines (see "Painting of *Residence*" above). **Silver-finished aluminum windows and doors, including sliding doors, are not permitted.**

Roofing

Only brown, black, brown/black and gray/black roof materials are acceptable. **A sample of the proposed roof material must be included with the Architectural/Landscape Request Form.** All roof stacks and flashing must be painted to blend with roof colors. Replacement of an existing roof with material of the same or near-same material, appearance, quality, and color does not require *Board* approval.

Satellite Dishes

Satellite dishes must be mounted in such a way to minimize its visual impact from the street in front of the house and by the *Owner's* neighbors. Direct Broadcasting Satellite (DBS) disks exceeding one meter (39.37") in diameter are prohibited.

Signs and Billboards

Only one (1) commercially made "Real Estate for Sale" sign and/or one (1) commercially made Security" sign may be displayed to the public view on any *Residence* property or *Common Grounds*. Handcrafted signs are not acceptable. **Contractor signs (e.g. roofers, painters, plumbers, etc.) or rental signs shall not be permitted at any time.** Following the Tennessee Freedom of Speech Act (Tenn. Code Ann. Section 2-7-143), private property owners may only display a Political or Campaign sign for 60 days before the first day of voting begins for an election until the first day after voting ends for such election. Such signs are limited to one per candidate or issue. Signs must be limited to 4 square feet, constructed of 4mm corrugated plastic with vertical fluting. No political signage will be permitted in any common areas.

Quite Enjoyment

No noxious, offensive, or illegal activity shall be carried on, in or upon any Residence or any part of the Properties, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each Owner's quiet enjoyment of his respective Residence, or that shall increase the rate of insurance in any way. Door-to-door solicitation including in person or print material and /or political canvassing is NOT permitted at any time.

Solar Collectors and/or Skylights

Solar collectors and skylights should be low-profile to minimize visibility from the street or *Common Areas*.

Solar Panels

Solar panels such as those designed and installed for the purposes of heating water or providing electricity are not permitted.

Swimming Pools, Hot Tubs and Spas

Submitted plans for swimming pools, hot tubs, and spas should be detailed and include, but not necessarily be limited to, location, materials, lighting, fencing, landscaping, and contractor.

No aboveground swimming pools are permitted, except for "kiddie" wading pools which can be removed when not in use.

Tree Removal

HHA CC&Rs in Article X, Section 1, Paragraph (b) **require** that live and dead trees be replaced. Consistent with this requirement and in the interest of the long-term survival of the overall beauty and character of the Hemmingwood subdivision, any *Residence Owner* who wants to remove any live or dead tree that has a trunk diameter of twelve (12) inches or greater at ten (10) feet height above ground from her or his property must submit an Architectural/Landscape *Request Form* and receive written *Board* approval **before** removal may proceed. This requirement for advance approval is not

intended as a means to restrict *Residence Owners* from removing one or more trees, but rather as a means to ensure that **along with** meeting the *Residence Owner's* need for tree(s) removal, the impacts on the *Residence Owner's* immediate neighbors and on the Hemmingwood neighborhood at large are also considered.

The required Architectural/Landscape *Request Form* must be accompanied by a landscape plan drawing, photos, images, or sketch showing (a) the species, size(s), and location(s) of the tree(s) to be removed, (b) the reason(s) for wanting or needing to remove the tree(s), and (c) the proposed species(s) and location(s) of the replacement specimen(s).

Tree replacement is an important aspect to maintain a healthy and vibrant landscape. As our neighborhood tree population continues to mature, homeowners are required to replace each tree(s) with similar trees other varieties of plants (trees, bushes, scrubs) provided the replacement plant(s) add beauty to our natural wooded environment as well as increase property value(s).

As disease and termite preventive measures, stumps and all primary tree roots of trees approved by the *Board* to be removed must be either grubbed out or ground down (i.e. routed) at least four (4) inches below ground level and a minimum of four (4) inches outside the current circumference of the tree at its base. Shavings resulting from the routing of diseased trees must be carefully removed from the site and hauled away to help prevent the spread of the disease through the earth to roots of other nearby trees. The hole left by the stump removal must be **backfilled with topsoil, not the shavings**.

From time to time, a Residence Owner may prefer not to replace the tree(s) to be removed. In such cases, the Residence Owner may fulfill the HHOA CC&Rs Article X, Section 1, Paragraph (b) requirement to replace the removed tree(s) by choosing to provide an HHOA Restricted "Treescape" donation of three hundred dollars (\$300) per non-replaced tree(s) removed, the total sum of which shall be deposited into the restricted HHOA "Treescape" account to be used only for future HHOA Common Area tree installations and/or "Treescape" work. If the Residence Owner wishes to elect this option in lieu of replacing the tree(s) on her or his property, the Residence Owner must request the chosen option in writing on or as a supplement to the submitted Request Form. The Board will consider the tree(s) removal request and replacement option request together.

Any *Residence Owner* who removes any live or dead tree that has a trunk diameter of twelve (12) inches or greater at ten (10) feet height above ground from her or his property without having obtained **advance** written *Board* approval will be subject to the *Tree Removal Pre-Approval Non-Compliance Amendment* fines as specified in Appendix "B." **Residence Owners may not remove live or dead trees from any Common Area and will be subject to the same fines specified in Appendix "B" if any tree is removed on Common Areas.**

A list of local ISA Certified Master Arborists® can be found online at the following link.

<https://www.treesaregood.org/findanarborist/findanarborist>

Other Exterior Additions, Modifications, and Repairs/Replacements

Other exterior additions, modifications, and repairs/replacements include, but are not limited to, screened porches, deck enclosures, storm doors, gutters, shutters, siding, etc. The *Board* will review multiple addition and modification projects on an individual basis. The *Board* will review materials, colors, location, scale, and other details of the proposed change(s) to determine if the architectural

character of the home will be maintained or improved. Consideration will be given to the effect of the new appearance relative to the surrounding homes. Note that most additions and exterior modifications will require Metropolitan Nashville/Davidson County building permits. *Board* approval does not relieve the *Residence Owner* of responsibility for compliance with applicable Federal, State, and Metropolitan Nashville/Davidson County codes, zoning regulations, and policies.

Outbuildings

Prefabricated or factory-built structures are not permitted within the Hemmingwood subdivision. Requests for permission to build an outbuilding will be reviewed and evaluated against the standards and requirements imposed in the Appendix “A” document on page 13 titled: “Outbuildings Amendment to Architectural Standards and Use Restrictions Guidelines.”

USE RESTRICTIONS AND EXTERIOR MAINTENANCE GUIDELINES

Hemmingwood homeowners are responsible for the maintenance of all approved outdoor structures and grounds on their property. This includes, but is not limited to, such items as mowing grass, trash removal, structural maintenance, and ensuring that the overall appearance is consistent with that of the overall community. Following are **examples** of issues that could result in the *Board of Directors* requesting corrective action or recommending that the *Board* send a violation notice to the homeowner.

- a. Peeling paint on exterior trim or gutters.
- b. Home exteriors in need of repairs or painting or pressure washing.
- c. Rain gutters falling loose from the fascia boards or gutter downspouts that are detached.
- d. Mailboxes in need of cleaning, paint, or repair; mailboxes that do not match the universal style adopted for the entire Hemmingwood community; or mailboxes that are not painted white or off-white.
- e. *Residence* street numbers in non-compliance with Metro Nashville Property Standards Codes which require that street numbers must be posted on a contrasting background, a five-inch minimum height and be plainly visible and legible from the street.
- f. Decks that have missing or broken parts; are unevenly discolored by weather or stained by mildew; have warped, loose, broken, split, rotted or missing boards; are of unsound construction; have peeling paint or other finish; or have an overall appearance that does not conform to Hemmingwood maintenance standards.
- g. Wooden fences that are unevenly discolored by weather or stained by mildew; have warped, loose, broken, split, rotted or missing boards; have leaning or missing sections or gates that do not work or close; are of unsound construction; or have an appearance that does not conform to Hemmingwood maintenance standards. If necessary to replace a wooden fence, then the Owner Resident must seek Board approval and follow the guidelines for a new fence.
- h. Mildew accumulation or unsightly stain on exterior surfaces.
- i. Unkempt lawn or landscape areas, including but not limited to the following examples:
 1. grass taller than 6 inches

2. grass not trimmed around driveways, mailboxes, flower beds, utilities, house foundation, etc.
 3. high infestation of weeds in lawn or excessive grass or weeds in landscape and/or mulched areas
 4. dead grass and/or annuals
 5. deteriorated mulch
 6. overgrown, untrimmed, dead, or partially dead shrubbery, bushes, hedges, or trees
 7. excessive leaves on lawn or landscape
 8. grass clippings or leaves blown onto and left on driveway or in the street.
 9. shrubbery or trees that have been allowed to grow beyond the street curb and thus hang over or intrude into the street. Shrubs and trees cannot grow over the street curb line
 10. shrubbery or trees that have been allowed to grow into drivers' lines of sight on streets, at corners and street intersections; trees must be trimmed to a height of at least 15 feet above street to allow line of sight for drivers, vehicles, and trucks.
 11. trash allowed to accumulate and not regularly removed.
- j. Driveways in need of repair or replacement.
 - k. An overall unkempt appearance of the property.
 - l. Trash containers visible from street (excluding 12 hours prior to and after collection).
 - m. Improper water drainage, including blocking or hindering natural drainage from, to, or through adjoining properties or causing water to drain to or through adjoining properties.
 - n. Having more than one "Real Estate for Sale" sign or one "Security" sign displayed to the public view.
 - o. Dumpsters and "PODS": In the event a dumpster is required for collection of trash and debris resulting from an approved project, or a "POD" type container is required to hold furnishings while work on the interior of the *Residence* is in process, the following applies:
 1. If placed in the street, it cannot block the access or egress to any neighbor's driveway or cause a potential driving hazard to traffic in the neighborhood.
 2. If placed on the *Residence Owner's* lot, it may not obstruct any neighbors' ability to conduct their normal activities around their home.
 3. No debris will be allowed to accumulate on grounds in close proximity to the dumpster/container.
 4. Dumpsters/containers may only be in place while the approved project is actively in progress.
 5. Dumpsters/containers must be removed from the *Residence Owner's* project area within 24 hours of the completion of the work on such project.
 - p. Placing yard trash/brush at the curb for Metro pick-up prior to THE DAY BEFORE the first day of Metro's posted pick-up schedule. Placing yard trash and brush **on the street or on the Common Area.**

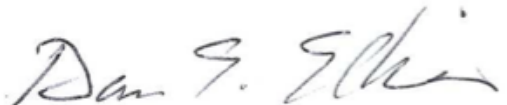
The posted date for our Area 6 can be found on the following web page:

<https://www.nashville.gov/departments/transportation/right-way-maintenance/brush-and-yard-waste-collection>

Household trash/garbage and recycling containers must be stored out of sight from the streets and adjoining neighbors. Trash/Garbage cans may be put out after 6:00 p.m. on the day prior to pick-up and must be stored after 8:00 a.m. on the day following pick-up.

- q. Overnight parking of vehicle(s) on the street or at the tennis / pickleball court parking area without an HHOA parking pass.
- r. Consistent with Article X, Section 1(g) of the HHOA CC&Rs requires that all vehicles must be parked in the *Residence Owner's* garage or driveway. This applies to all *Residence Owners*, renters, and guests. If there is a temporary need to park in the street for a period greater than 24 hours, please contact the HHOA President to obtain a parking pass. The issued parking pass, *when placed on the dash of the parked vehicle*, will authorize the vehicle owner to park on the street for up to 7 days.

The Hemmingwood Homeowners Association Board of Directors has approved this document for immediate implementation.



Dan Elkins, President

July 22, 2024

Date

Appendix “A”

HEMMINGWOOD HOMEOWNERS’ ASSOCIATION

APPENDIX “A”: EXTERIOR ADDITIONS, MODIFICATIONS, REPAIRS/REPLACEMENTS AND OUTBUILDINGS AMENDMENT TO ARCHITECTURAL STANDARDS AND USE RESTRICTIONS GUIDELINES

(As Approved July 22, 2024)

HEMMINGWOOD HOMEOWNER ASSOCIATION (HHOA)

EXTERIOR ADDITIONS, MODIFICATIONS, REPAIRS/REPLACEMENTS AND OUTBUILDINGS AMENDMENT TO ARCHITECTURAL/LANDSCAPE STANDARDS AND USE RESTRICTIONS GUIDELINES

July 22, 2024

Purpose

The purpose of this amendment is to provide the homeowners ("*Residence Owners*") of Hemmingwood with architectural design and construction standards for exterior additions, modifications, repairs/replacements, including the addition of any outbuilding on *Residence Owner's* property. It is hoped that this amendment to the *Hemmingwood (HHOA) Architectural/Landscape Standards and Use Restrictions Guidelines* will clarify the requirements and inform all *Residence Owners* of the standards and restrictions the *Board* will employ when considering *Residence Owners'* requests for approval of these types of architectural additions.

The Approval Process

The HHOA Architectural (AC) and Landscaping Committees (LC) will utilize the following standards and restrictions to assist any *Residence Owner's* formally submitted request for permission to make exterior additions, modifications, repairs/replacements or to add an outbuilding to the *Residence Owner's* property. The HHOA Board of Directors will review the Owner's request and notify the owner, in writing, of approval or disapproval. No work may begin before *Board* approval has been granted and the *Residence Owner* has received notification of that approval in writing from the Board. **Failure to obtain prior written approval from the *Board* constitutes a violation of the CC&Rs and may result in the *Residence Owner* being required to modify or remove the unauthorized improvements at the *Residence Owner's* expense.**

Exterior Additions, Modifications, Repairs/Replacements Design Standards

1. A request for HHOA Board permission to construct an addition, modification or repair/replacement on a *Residence Owner's* property must be formally submitted by the *Residence Owner* in writing using the *Hemmingwood Homeowners Association Architectural/Landscape Change Request Form ("Request Form")*. This *Request Form* may be obtained by contacting the AC and LC committee, Town Square or HHOA Board President.
2. Exterior additions, modifications, repairs/replacements shall conform in all respects to the architectural design, materials, quality, colors, and roofing material of the *Residence* to the satisfaction of the HHOA Board. Exterior additions or modifications must be attached to the main *Residence* with interior access such as a door or hallway.
3. All *Request Form* submittals must include a complete description of the proposed addition, modification, repair/replacement, including pictures and/or architectural drawings that clearly

show the proposed dimensions of the project, the intended construction materials, and the planned landscape plantings. Submittals must also include a site plan drawn to a reasonable scale showing the proposed location, applicable *Residence* property lines, and any utility or other easements.

4. Any addition, modification, repair/replacement must be located to ensure minimum visual impact for surrounding neighbors and passersby on the street. The *Board* will be diligent in its attempt to maintain the consistency, quality, look, and feel of the *Residence Owner's* property as well as the open look and feel of the Hemmingwood subdivision in general.
5. All utilities must be installed underground and must meet all county and state codes. All utility companies providing underground services in the proposed construction area are to be contacted prior to start of construction. Permission will not be granted to construct within or on utility or other easements, including Common Areas, and minimum setbacks may apply.
6. Most additions and exterior modifications will require Metropolitan Nashville/Davidson County building permits. *Board* approval does not relieve the *Residence Owner* of responsibility for compliance with applicable Federal, State, and Metropolitan Nashville/Davidson County codes, zoning regulations, and policies.

Outbuilding Design and Construction Standards

1. A request for HHOA Board permission to construct an outbuilding on a *Residence Owner's* property must be formally submitted by the *Residence Owner* in writing using the *Hemmingwood Homeowners Association Architectural/Landscape Change Request Form ("Request Form")*. This *Request Form* may be obtained by contacting AC, Town Square or HHOA Board President.
2. Outbuildings shall be limited to one level or story in height. No multi-level outbuildings will be approved.
3. Outbuilding maximum dimensions shall be a width of twelve (12) feet, a length of sixteen (16) feet, and a ground-to-peak height of twelve (12) feet.
4. Outbuilding floor and foundation construction shall consist of industry-standard steel-reinforced concrete. Requests to build outbuildings on pillars or with wood floors will be denied.
5. Outbuildings shall conform in all respects to the architectural design, materials, quality, colors, and roofing material of the *Residence* to the satisfaction of the HHOA Board. In other words, if the *Residence* has *HardiPlank®* accents or trim, then the outbuilding must also have the same style, design, appearance, and color of *HardiPlank®* accent or trim.
6. All *Request Form* submittals must include a complete description of the proposed outbuilding, including pictures and/or architectural drawings that clearly show the proposed dimensions of the building, the intended construction materials, and the planned landscape plantings. Submittals must also include a site plan drawn to a reasonable scale showing the proposed location, applicable *Residence* property lines, and any utility or other easements. All utility

companies providing underground services in the proposed construction area are to be contacted prior to start of construction. Permission will not be granted to construct the outbuilding within or on utility or other easements, including Common Area, and minimum setbacks may apply.

7. Outbuildings must be located to ensure minimum visual impact for surrounding neighbors and passersby on the street. The approval of the outbuilding location will be at the sole discretion of the Board of Directors. The *Board* will be diligent in its attempt to maintain the consistency, quality, look, and feel of the *Residence Owner's* property as well as the open look and feel of the Hemmingwood subdivision in general.
8. Outbuildings shall not be used for occupancy in any circumstance.
9. All utilities must be installed underground and must meet all county and state codes.
10. Outbuildings shall be limited to one building per Hemmingwood lot.

Approval/ Disapproval

Typically, the Board of Directors will issue its “approval” or “disapproval” based on the information submitted by the *Residence Owner* and supplemented by information gleaned by the Architectural and Landscaping Committees from its onsite inspection(s). If the *Residence Owner* does not submit all the information that the Board believes is necessary to make its decision, the request will be “disapproved” based on lack of information. The Board will inform the *Residence Owner* in writing of the disapproval and the resubmission requirement. The Board will also provide the *Residence Owner* with an explanation of what will be required for reconsideration of the request.

Materials and Workmanship

Materials and workmanship will be monitored. Sub-standard materials or workmanship will not be allowed. Once the project has been completed, the AC, LC committee and/or the Board of Directors will conduct a final onsite inspection to ensure consistency with what was approved and compliance with industry-specific materials and workmanship standards. Failure to abide by the approved standards and requirements will constitute a violation to the *HHOA Architectural/Landscape Standards and Use Restrictions Guidelines*.

County and State Codes

All county and state building codes must be adhered to. Hemmingwood Homeowners Association and its members (including the Board of Directors and the Architectural and Landscaping Committees) shall not be held liable for failure to follow these codes and laws even though an approval was issued.

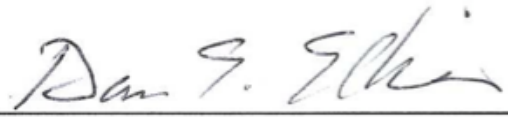
Time Allowance

The approved construction shall be completed in a timely manner. *Residence Owners* shall provide the *Board* with the estimated time frame in which completion will be accomplished. While it is understood that minor delays may occur, prolonged delays create an unsightly condition and will not be allowed.

Formal Adoption of This Amendment

The Hemmingwood Homeowners Association Board of Directors believe that these standards and requirements for exterior additions, modifications, repairs/replacements, and outbuildings will ensure that any additions to Hemmingwood will compliment and help preserve the architectural aesthetics of the subdivision. The HHOA Board therefore adopted this amendment on June 4, 2024, and by doing so incorporated it in its entirety as a vital part of the *Hemmingwood Homeowners Association (HHOA) Architectural/Landscape Standards and Use Restrictions Guidelines* document.

The Hemmingwood Homeowners Association Board of Directors has approved this document for immediate implementation.



Dan Elkins, President

July 22, 2024

Date

Appendix “B”

HEMMINGWOOD HOMEOWNERS’ ASSOCIATION

APPENDIX “B”: TREE REMOVAL PRE-APPROVAL NON-COMPLIANCE AMENDMENT TO THE ARCHITECTURAL/LANDSCAPE STANDARDS AND USE RESTRICTIONS GUIDELINES

(As Approved July 22, 2024 Replaces: June 4, 2024, October 20, 2023; Replaces October 1, 2018; Replaces February 26, 2018, Version)

HEMMINGWOOD HOMEOWNERS' ASSOCIATION (HHOA)
Tree Removal Pre-Approval Non-Compliance Amendment to the
Architectural/Landscape Standards and Use Restrictions
Guidelines
July 22, 2024

Cross Reference

This amendment is referenced by and supplements the “*Tree Removal*” section of the *Hemmingwood Homeowners Association (HHOA) Architectural Standards and Use Restrictions Guidelines* (“*Guidelines*”) document dated February 28, 2018.

Basis

The December 31, 2005 *HHOA Fifth Amended Declaration of Covenants, Conditions, and Restrictions* (“*CC&Rs*”) in Article X, Section 1, Paragraph (b) **requires** that dead trees be replaced. The *CC&Rs* in Article X, Section 3 **require** that the HHOA Board of Directors (“*Board*”) enforce the provisions of the *CC&Rs*. By extension under the authority of the *HHOA Bylaws* (“*Bylaws*”) Paragraph 10 and *CC&Rs* Article IX, Section 5 the *Board* is **required** to also enforce the rules and regulations governing the use of the *Properties* contained in the *Guidelines* document. Paragraph 10 of the *Bylaws* also authorizes the *Board* to impose penalties for such non-compliance. Further, *CC&Rs* Article IX, Section 5 states that “Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Area.”

Non-Compliance Policy

The removal by any *Residence Owner* at any time of any alive or dead tree that has a trunk diameter of twelve (12) inches or greater at ten (10) feet height above ground from his/her property without **prior approval** of the HHOA *Board* will initiate the following procedures and fines.

A. FIRST NOTICE.

The *Residence Owner* will be sent a notice of the violation in writing. The *Residence Owner* within ten (10) days after receipt of the notice shall provide either:

1. A letter to the *Board* requesting a hearing;
2. A letter notifying the *Board* that he or she will proceed within thirty (30) days from receipt of the notice to replace the number of tree(s) removed with tree(s) of the required species and size and in close proximity to where the removed tree(s) was/were located or where otherwise agreed by Board of Directors
3. A letter notifying the *Board* that he or she would like to elect the option to donate \$300 per non-replaced tree to the HHOA Restricted “Treescape” account (see page 9).

If the *Residence Owner* elects option A.2. above, then the *Residence Owner* shall also within the specified agreed-upon timeframe provide the *Board* with written notice once said tree(s)

has/have been replaced if and when such is indeed the case.

The *Residence Owner* will have waived any right to a hearing with or appeal to the *Board* if no **written** request for a hearing has been received by the *Board* within ten (10) days after her/his receipt of the FIRST NOTICE.

B. SECOND NOTICE.

If the *Residence Owner* does not meet the requirements as specified in Paragraph A above after receipt of the FIRST NOTICE, then the *Residence Owner* will be sent a SECOND NOTICE.

C. FINES.

1. Non-compliance with the *Guidelines* document's advance approval requirement.

A "non-compliance" fine of \$500 per tree removed will be due and payable by the *Residence Owner* for each tree that was removed for any non-emergent reason by the *Residence Owner* from his/her property without **advance** written permission of the *Board*.

2. Failure to Respond to the FIRST NOTICE.

In addition to the \$500 per-tree "non-compliance" fine as specified in Paragraph C.1. above, a **"non-response" add-on fine of \$100 per tree removed** will be due and payable by the *Residence Owner* if after ten (10) days following *his/her* receipt of the FIRST NOTICE the *Residence Owner* has not responded per the requirements of Paragraph A above.

3. Failure to Respond to SECOND NOTICE.

In addition to the respective \$500 and \$100 per-tree fines in Paragraphs C.1. and C.2. above, a further add-on "non-response" fine of \$100 per tree removed will be due and payable by the *Residence Owner* if by fifteen (15) days after receipt of the SECOND NOTICE the *Residence Owner* still has not responded per the requirements of Paragraph A above.

4. Persistent Failure to Respond to FIRST NOTICE, SECOND NOTICE, and/or any further formal *Board* communication.

In addition to the respective \$500 and successive \$100 fines in Paragraphs C.1, C.2., and C.3. above, a further add-on "non-response" fine of \$250 per tree removed will be due and payable by the *Residence Owner* **for each successive thirty (30) days** that passes without the *Residence Owner's* compliance with the requirements of Paragraph A.1. above.

D. Location of Replacement Trees(s).

The *Board* will direct the location of the replacement tree(s) by specifying same in writing to the *Residence Owner*.

E. Additional Enforcement Rights and Attorney Fees.

In the event the *Residence Owner* continues to ignore the replacement directive and notices, the *Board* may arrange to have the tree(s) replaced and charge the *Residence Owner* an additional fine equal to the cost of the replacement tree(s) and its/their planting. If not paid by the *Residence Owner* voluntarily, the *Board* may seek enforcement and collection in court and/or file a lien against the *Residence Owner's* property for such amounts and/or take any other permitted enforcement actions as provided by the HHOA's *Bylaws* and *Declaration of Covenants, Conditions, and Restrictions*. If the *Board* must take any such enforcement action, in addition to whatever damages and/or other relief that may be awarded, it shall also be entitled to its reasonable attorney fees and costs.

F. Hearing and Appeal Process.

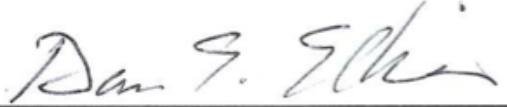
1. HHOA Board of Directors Hearing and/or Appeal.

From the date of the *Residence Owner's* receipt of the FIRST NOTICE, the *Residence Owner* has ten (10) days to request a hearing with or an appeal to *Board*, but such request must be in writing, directed to and received by the *Board*, and otherwise fully comply with the requirements of the HHOA's *Bylaws* and *CC&Rs*. The *Board* will provide its decision to the *Residence Owner* in writing.

2. Waiver of Hearing and Appeal Rights.

The *Residence Owner* will have waived any right to a hearing with or appeal to the *Board* if no **written** request for a hearing has been received by the *Board* within ten (10) days after *Residence Owner's* receipt of the FIRST NOTICE.

The Hemmingwood Homeowners Association Board of Directors has approved this document for immediate implementation.



Dan Elkins, President

July 22, 2024

Date

Appendix “C”

HEMMINGWOOD HOMEOWNERS’ ASSOCIATION

APPENDIX “C”: ARCHITECTURAL/LANDSCAPE CHANGE REQUEST FORM AND INSTRUCTIONS

(As Revised July 22, 2024)

For Architectural / Landscaping questions or assistance please contact:

Architectural Committee Members

David Domico	d.domico@ymail.com	615.210.6222
Debbie Forte	debbieforte1@gmail.com	615.906.2118
Wyley Vlahovic	wyleyv@gmail.com	615.736.4049
Board Liaison: Paul Jernigan	paul@guitarconsultants.com	541.840.3077

Landscape Committee Members

Chairman: Debbie Forte	debbieforte1@gmail.com	615.906.2118
Meryll Elkins	meryllrose@gmail.com	615.347-9095
Tonya Jernigan	tonyajernigan15@gmail.com	480.688.8091
John Logan	jwlogan3@att.net	615.479-9974
Board Liaison: Dan Elkins	dan@strategicadvantages.net	615.347.4821

Frequently Asked Questions

HHOA Board Approval Is Required for:

Architectural Changes/Additions	Landscape Changes/Additions	Miscellaneous Changes/Additions
<ul style="list-style-type: none"> • In general, all <i>Residence</i> exterior modifications, additions, or alterations (even if intended to be temporary) • Painting of exterior of <i>Residence</i> in color(s) other than existing colors • Replacement of roof shingles if not of near-same material, appearance, quality, and color • Exterior HVAC systems (except replacements in same position/place) • Window/Door Replacement • Storm doors • Decks and patios • Deck enclosures • Screened porches • Awnings • Gutters • Shutters • Siding • Outbuildings • Solar collectors and/or skylights 	<ul style="list-style-type: none"> • In general, all landscape changes that require the use of a landscape consultant, contractor, and/or heavy equipment. • Tree removal, whether trees are living or dead, if trunk diameter is twelve inches or greater. • Installation of a fence or shrubbery to serve as a blind or screen. 	<ul style="list-style-type: none"> • Placement of dumpsters and/or “PODS” • Swimming pools, hot tubs, and spas • Driveways and pull-off areas. • Satellite dishes • Basketball goals • Signs and Billboards except one commercially made “Real Estate for Sale” and/or “Security” sign

Issues that can reduce property values and neighborhood appeal

<ul style="list-style-type: none"> • Peeling exterior paint • Home exteriors in need of repair, painting or washing • Rain gutters falling loose • Gutter downspouts detached • Fences in state of disrepair and/or need cleaning or painting/staining • Decks in state of disrepair and/or need cleaning, painting or pressure washing • Mailboxes needing to be cleaned, painted, or repaired or not matching universal Hemmingwood style 	<ul style="list-style-type: none"> • Unkempt lawn, flora, or landscape areas • Improper water drainage • Placing or blowing trash, trimmings, leaves onto street or the Common Areas. • Lawn ornaments not typical of the Hemmingwood neighborhood norm 	<ul style="list-style-type: none"> • Dumpsters or “PODS” placed without advance approval or not removed on time • Placing trash/brush at curb prior to first scheduled pickup day or placing it on the street • Trash containers visible from the street • Driveways in need of repair or replacement • Missing street/house numbers • Parking on street greater than 24 hours without a pass
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HEMMINGWOOD HOMEOWNERS' ASSOCIATION

Architectural/Landscape Change Request Form

Homeowner's Name: _____

Address: _____

Telephone Number: Home: _____ Cell: _____

Contact Email Address: _____

Description of Change Request:

Contractor's Name: _____

Contractor's Email Address: _____

Contractor's Phone Number: _____

Estimated START date: _____ Estimated COMPLETION date: _____

HEMMINGWOOD HOMEOWNERS' ASSOCIATION
Architectural/Landscape Change Request Form

Neighbors' **Acknowledgment** Signoff on the Project: (Include all neighbors within viewing or hearing range of the finished project.) *

NAME	ADDRESS	EMAIL	PHONE	SIGNATURE

***Important Note:** By their **acknowledgment** signoff signatures, neighbors are **not** indicating their approval of the project, but only that they have reviewed the proposed project and understand its impact(s), if any, upon them and their properties. Neighbors who have concerns about the project should contact or email the HHOA Board liaison with their concerns.

CONDITIONS

1. All improvements must comply with applicable Federal, State and Metro codes, regulations, and policies, along with the Hemmingwood Association's CC&Rs.
2. Contractor's sketch or drawing of the proposed project showing the detail of style, materials, numbers, colors and dimensions and a survey of the proposed placement of the project in relationship to your property lines and dwelling must be submitted with this request. Drawings for a pool and/or spa must show the proposed location(s) of pump/filter/water-conditioning/heating equipment and the measured distance (in feet) such equipment will be from any adjacent neighbors' dwellings.
3. If your contractor must use any portion of a neighbor's lot or easement for ingress and egress, prior permission from the affected neighbor(s) must be obtained in writing and attached to this Request Form.
4. Work may not commence until the homeowner receives a formal written approval authorization from the Board.
5. If any unforeseen conditions occur to create a need for any variance from the plans after approval has been issued by the Board, Board must approve the changes in writing before they may be implemented. Changes made without prior approval are subject to removal at the owner's expense.
6. Work on the project must commence within one (1) year from Board's formal written approval date or the approval will expire, and the request will have to be resubmitted.
7. This completed Request Form must be accompanied by all the required attachments as prescribed by the conditions outlined on this page before it will be recorded as "received" by the Architectural and Landscaping Committees and so confirmed to the Requesting Homeowner in writing.
8. Requesting Homeowner will receive written confirmation once all required project documentation has been received.

Architectural/Landscape Change Request Form Signatures

I, **the Homeowner**, agree and will abide by the Architectural / Landscape Standards and Guidelines.

Homeowner Signature

Homeowner Print Name

Date

I, **AC /LC Committee**, have received the required Architectural / Landscape request and all supporting documentation.

AC /LC Committee Signature

AC /LC Committee Print Name

Date

The Hemmingwood Homeowners Association Board of Directors has approved this document for immediate implementation.

I, **HHA Board Member**,

☐

APPROVE

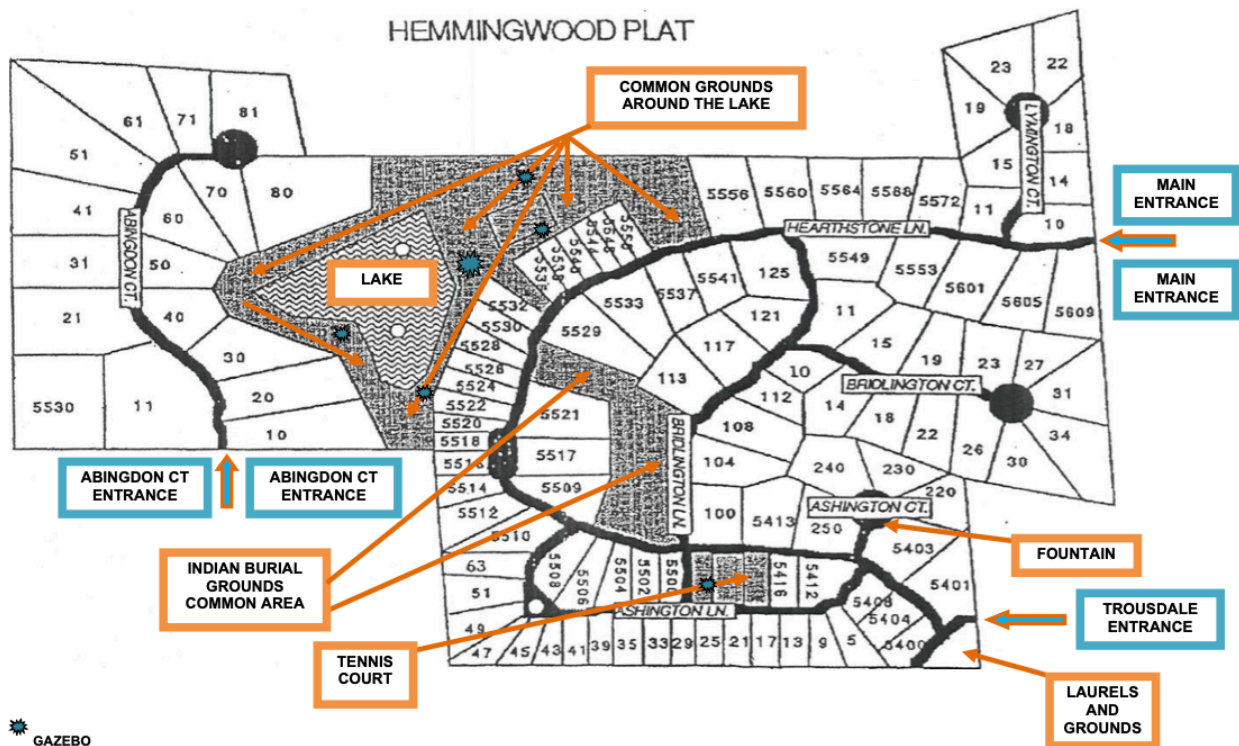
☐

DISAPPROVE this Architectural/Landscape request.

Board Member Signature

Board Member Print Name

Date



The Hemmingwood Homeowners Association Board of Directors has approved this document for immediate implementation.

Dan S. Elkins
 Dan Elkins, President

July 22, 2024

Date

Section 3

Amended 5th Amended Declaration of Covenants, Conditions, and Restrictions (October 2, 2017)

ARTICLE IX

Architectural Standards

Section 1. Without the prior written approval of the Association acting through the Board of Directors, no Person shall make any modifications, additions or alterations to his Residence or any structure thereon or improvement thereto. The foregoing shall include but not be limited to, the erection of fences, retaining walls or any other walls, mailboxes, driveways, basketball goals, playhouses, awnings, ornamental screens, screen doors, sunshades, hedges, patios, porches, or any temporary or permanent structure. Plans and specification both in duplicate, showing the nature, kind, shape, color, size, materials, and location of such modifications, additions or alterations shall be submitted to the Board of Directors for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. Any temporary facility of any kind must have Board approval prior to placement. No permission or approval shall be required to repaint in the same color. The right of an Owner to remodel and paint the interior of his or her residence is exempt from the conditions and limitation of this Article. In the event the Board fails to approve or disapprove such plans or to request additional information reasonably required within thirty (30) days after submission, the plans shall be deemed approved.

Section 2. The Board of Directors and its committee if so designated, in exercising its authority, under this Article shall promulgate detailed standards and procedures in implementing the requirements of this Article. The Board of Directors and any committee it may designate may not discriminate between Owners, and upon a written request for a hearing submitted to the Board, an aggrieved Owner shall have the right to a hearing before the Board in accordance with the applicable procedures set forth in Article X.

Section 3. The Board shall have the standing and authority to enforce in courts of competent jurisdiction its decisions in connection with this Article. The costs, including attorney's fees, of any successful action to enforce a decision of the Board under this Article, shall be assessed to the Owner and collected by the Board in accordance with Article VIII.

ARTICLE X

Use Restrictions

Section 1. In addition to all other covenants contained herein, the use of the Properties is subject to the following:

- (a) Residential Use. Each Residence shall be used as a single-family residence and for no other purposes.
- (b) Exterior Maintenance. Each Owner shall (1) keep his Residence free from rubbish, litter, and noxious weeds; 2) maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located or placed within the bounds of his Residence; and (3) replace dead plants, shrubs, trees, grass or landscaping of the same or similar type. All fences and other approved outdoor structures must be properly maintained. All houses must be kept in good repair at all times and painted as needed. If not properly maintained, the Board of Directors has the right to have the work done at the Owner's Expense.
- (c) Signs and Billboards. No signs or billboards of any kind shall be displayed to the public view of any Residence, Residence lawn or Common Areas. The only exceptions are "Real Estate Sale" signs and security signs.
- (d) Quiet Enjoyment. No noxious, offensive, or illegal activity shall be carried on, in or upon any Residence or any part of the Properties, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with each Owner's quiet enjoyment of his respective Residence, or that shall increase the rate of insurance in any way.
- (e) Animals. Each animal owner shall be liable to all other Residence owners, their families, guests, tenants, and to the Association for any annoyance, nuisance or all damage to person or property caused by any pets brought or kept in or upon any Residence or on the common areas. The Board shall determine if any animal is a nuisance, an annoyance or obnoxious and should therefore be removed from the Properties. When animals are not on a resident's property, they must be on a leash. Animal waste is to be removed by the animal's owner at the time the waste occurs.
- (f) Garage. Detached garages or carports are not permitted. Every garage door shall be equipped with a remote-controlled garage door opener, and it should be closed except for entry/exit purposes, lawn maintenance and washing or cleaning vehicles.

- (g) Vehicles. All vehicles must be parked in the owner's garage or in the owner's driveway. No truck (other than a four-wheel pickup truck), trailer, camper, boat, van or similar and equipment may be permitted to remain in any driveway or on any lawn for more than 48. The Board President may grant a seven (7) day extension.
- (h) Exterior Radio and Television Equipment. Towers, antennas, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall not be permitted on the exterior of the Residence. Satellite dishes are permitted.
- (i) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Properties regularly and shall not be allowed to accumulate thereon. Trash and refuse containers shall be permitted at the curb no sooner than the evening prior to collection day and removal no later than the evening of collection day. Containers shall not be visible from the street when stored. Incinerators are not permitted.
- (j) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Residence that generates objectionable or nuisance traffic.
- (k) Lake Restrictions. No Boats or watercraft of any kind are allowed on the lake at any time. Swimming is never permitted. Fishing is permitted by residents and guests accompanied by residents.
- (l) Tennis / Pickleball Court Restrictions. Tennis / Pickleball courts are provided for use by residents and their guests for tennis only. No other ball games, motorized racing cars, mobile toys, tricycles, or any other activity is permitted on the tennis / pickleball courts. No pets are permitted on the tennis / pickleball courts. No alcoholic beverages are permitted on or near the tennis / pickleball courts. Evening tennis /pickleball play shall conclude no later than 10:00 P.M.
- (m) Sidewalks. Sidewalks are for walking traffic. No motor scooters, skateboards, motorbikes, motorcycles, bicycles, all-terrain vehicles, or similar type vehicles are permitted on the sidewalks. Only pre-teens are permitted to ride tricycles on the sidewalks.

Section 2. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations for the operation, use, and maintenance of the Properties, including the Residence and Common Areas, provided such rules and regulations are not inconsistent with this Declaration.

Section 3. Enforcement. In the event that an Owner fails to comply with the provisions of this Article or any other provisions of this Declaration, the Board shall notify such Owner in writing, of such lack of compliance, which notice shall specify the nature of such lack of compliance. If, within twenty-one (21) days following receipt of such notice, such Owner (1) fails to remedy such lack of compliance and (2) fails to deliver written notice to the Board requesting a hearing before the Board with regard to

the matters of non-compliance set forth in such notice, the Association may enter upon such Owner's property for the purpose of remedying the matters set forth in such notice and shall not be liable for trespass in connection with such entry. If the owner timely requests a hearing before the Board, the Board shall promptly hold a hearing and shall provide the Owner with at least seven (7) days' prior written notice concerning the date, time, and place thereof. At the hearing, the Owner will have an opportunity to discuss with the Board the merits of the claims set forth in the Board's original notice of noncompliance and the Board will determine what action, if any, is to be taken by the Owner. The decision of the majority of the members of the Board present at the hearing will be binding on the Association and the Owner. In the event that it is determined that the Owner has not complied with the provisions of this Article, the Board shall establish a reasonable time within which the Owner shall so comply. If the Owner fails or refuses to comply within such time period, the Association may enter upon the Owner's property for the purpose of remedying such matters and shall not be liable for trespass in connection therewith. The cost of remedying an Owner's failure to comply with the provisions of this Article or any other provision of this Declaration, including any court costs and attorney's fees shall be assessed to the Owner by the Board. Such assessment shall be due and payable thirty (30) days from the date of written notice thereof and shall be collected and enforced in the manner provided in Article VIII of this Declaration. Should the Board refuse or fail to take action to enforce any decision against an Owner made by the Board under this Article or under Article VIII, any other Owner may take such action to enforce such decision in a court of competent jurisdiction, at the Owners expense and at no liability to the Board or Association.