

ARCHITECTURAL COMMITTEE STANDARD RULES

Rules and Regulations (*Article VII, Section 2, Page 6 of The Estates of Hickory Woods Protective Covenants*)

Section 1. Single Family Residential Construction - No building or other structure shall be erected, altered, or permitted to remain on any Lot other than one (1) Single Family Residential Dwelling not to exceed two and one-half (2-1/2) storied in height which may have an attached private garage for not more than three (3) cars which structures shall not exceed the main dwelling in height. Provided, however, the dwelling may include three (3) stories if one of the stories is a basement.

Section 2. Approval of Plans

a) No construction, reconstruction, remodeling, alterations, or addition of or to any structure, building, fence, wall, drive, or improvement of any nature shall be constructed on any Lot without obtaining prior written approval of the Architectural Committee. As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, a Lot Owner shall submit via the neighborhood website, or the Association's managing agency, as the case may be, such plans, specifications, and other information concerning the proposed improvements as the Architectural Committee may require from time to time as a condition for its review and approval thereof accompanied with such fee as the Association Committee may require, and the managing agency shall submit the same to the Architectural Committee for approval. All plans of proposed residences to be constructed in the subdivision shall conform to the standards set forth in subparagraph (b) below and the restrictions and provisions contained in this declaration, and the Architectural Committee shall be the sole arbiter of such plans and may withhold its approval for any reason, including purely aesthetic reasons. Upon approval being given, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans, otherwise the approval shall be void. A reasonable fee may be charged by the Association to defray its costs incurred in considering and acting upon such proposed plans and specifications.

b) Residences to be constructed within the subdivision shall be sufficiently compatible with existing architectural styles that predominate in the development to assure a pleasing overall appearance and maintain its image as a high quality, single family, and residential neighborhood. Existing structures will be considered, but do not constitute precedent nor assure approval.

c) The Architectural Committee, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. The Architectural Committee shall use their best efforts to indicate approval or disapproval of any plans submitted within thirty (30) days after receipt of the required documents. The applicant may within thirty (30) days appeal an adverse decision by the Architectural Committee to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the Board. The Board of Directors shall use their best efforts to indicate approval or disapproval of appeal submitted within thirty (30) days after receipt thereof. Approval or disapproval by the Association shall not be deemed to constitute any warranty or representation by it including, but without limitation, any warranty or representation as to fitness, design, or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this Section 2., or elsewhere in this Declaration to the contrary notwithstanding the Association, and the Architectural Committee are hereby authorized and empowered, at their sole discretion, to make and permit reasonable modifications or deviations from any of the requirements of this Declaration relating to the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Lot and of the size and location of any such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially distract from the aesthetic appearance of the Property and the improvements as a whole; provided, however, such modifications and deviations must remain within all applicable ordinances and regulations established by the City of Nashville Planning Commission (and/or any other applicable governing authority)

The Association, as the case may be, may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans, and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance. If the Association, or the Architectural Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Lot(s) relative to which such variance has been requested, describing the application restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitations, the type of alternative materials to be permitted, and the alternate fence height approved) and signed by the Association, as the case may be. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from the Association or (ii) failure by the Association to respond to the request for variance. In the event the Association or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of the Developer that no variances be available except at its discretion or that of the Association or Architectural Committee. The Association shall not have the authority to approve any variance except as expressly provided in this Declaration.

Section 3. Structural Compliance. All structures shall be built in substantial compliance with the plans and the specifications therefore, approved by the Association as provided in Section 2 above.

Section 4. Improvement and Setback Restrictions

a) No building or structure, or any part therefore, shall be located on any Lot nearer to the front line, the rear line, or any sideline than the minimum building setback lines required by Davidson County, Tennessee or any other applicable governing authority and as may be shown on the recorded Plats. No encroachment upon any utility easements reserved on the Plat shall be authorized or permitted.

b) To provide for uniformity and property utilization of the building area within the Subdivision, dwellings, on a Lot, shall not be less than five (5) feet from the Lot line between contiguous Lot(s)

Section 5. Re-subdivision of Lots No Lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot, unless such re-subdivision is approved by the Association as well as any governmental authority having jurisdiction.

Section 6. Walls, Fences, and Hedges No wall or fence shall be erected or maintained nearer to the front lot line than the front building line neither on such Lot, nor on corner lots nearer to the side lot line than the building setback line parallel to the side street. No side or rear fence, wall or hedge shall be more than six (6) feet in height. No chain link style fences allowed. Prior to commencing the addition or modification of any wall or fence, plans for such improvement shall be submitted to the Architectural Committee as provided in Section 2. The Owner thereof shall maintain any wall, fence, or hedge erected on a Lot. All fencing shall be constructed only of such materials and erected only on such Lots and in such a manner as shall be approved by the Association. No fence over 42" shall be constructed or maintained between the front building or setback line and the street; provided, however, the planting of hedges, shrubbery, or evergreens in lieu of a fence, and extending to the front or sides of any Lot is permitted with approval, provided such planting shall not be maintained at a height in excess of forty (42) inches.

Section 7. Roofing Material and Pitch The roof of any building (including any garage or shed) shall be constructed or covered with asphalt or composite type shingles. Any other type of roofing material shall be permitted only in the sole discretion of the Architectural Committee upon written request. Roof pitch on all roofs visible from the street on which the home is located shall be a minimum (6/12). Roof pitch on roofs not visible from the street on which the home is located shall be a minimum of (3/12).

Section 8. Swimming Pools Swimming pools shall be allowed only on Lots approved by the Association and shall be located at the rear of the residence. All swimming pools shall have a perimeter enclosure, the plans for which, including landscaping plans, must be approved by the Architectural Committee. No above ground swimming pools shall be permitted. Small toddler pools shall be allowed, but to be stored out of site when not in use.

Section 9. Storage Tank and Refuse Disposal No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of nature which is satisfactory for pickup by the Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any Lot. All equipment, coolers, and garbage cans shall be concealed from the view of the neighboring lots, roads, streets, and open areas. Garbage cans are to be stored in the owner's garage per Article VIII Section 9 of the covenants of The Estates of Hickory Woods.

Section 10. Clothes Lines Outside clotheslines shall not be permitted.

Section 11. Signs and Advertisements No sign, advertisement, billboard, or advertising structure of any kind shall be erected upon or displayed or otherwise exposed in view on any Lot or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by Developer of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by Owners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Association. The Association shall have the right to remove any such unapproved sign, advertisement, billboard, or structure that is placed on said Lots, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

Section 12. Use of Temporary Structures No structure of a temporary character, mobile home, camper, trailer, tent, shack, tool shed, garage, barn or other outbuilding shall be erected, moved onto any Lot and/or used at any time as a residence, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Other structures of a permanent or semi-permanent nature may be approved from time to time in accordance with the provisions of this document provided however these shall not include detached storage sheds whether permanent or not.

Section 13. Parking and Storage of Automobiles, Boats, Trailers and Other Vehicles On street parking of any kind by homeowners / residents is not permitted within the Estates of Hickory Woods. This includes but is not limited to automobiles, trailers, boat trailers, go-carts, golf carts, travel trailers, inoperative automobiles or campers. Storage of such items and vehicles must be screened from public view, either within the garage or in the permitted driveway. Parking or storage is not permitted on grass or an unapproved surface besides the residences driveway. No tractor-trailers, buses, or other large commercial vehicles shall be parked on driveways or in streets at anytime. Temporary curbside parking by homeowners or guests is permitted so long as the period does not collectively exceed 24 hours in a calendar week. Automobiles are not permitted on the side or in the back of the property at anytime. Entrances to driveways and curbsides within 2 feet of mailboxes must be left clear at all times by homeowners and/or guests.

Section 14. Outside Lighting/Holiday Lighting Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, on the exterior of any building shall be permitted, except with the prior written approval of the Association. Tasteful accent lighting and security lighting including spotlights and floodlights, which do not create a nuisance for other Lot Owners, are permitted. The Association reserves the right to require any Lot Owner to deactivate or remove any light, which the Association deems to be unattractive, or a nuisance to other Lot Owners. Tasteful holiday decorations and decorative lights are permitted from Thanksgiving until January 15th subject to any rules established by the Association regarding the types and

extent of such lighting. All other tasteful holiday decorations are permitted from one week prior to and one week after said holiday.

Section 15. Maximum Height of Antennae and Satellite Dishes Unless approved by Association, no electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot, house or building. Television antennas must be located to the rear of the roof ridge line, gable or centerline of the principal dwelling. Freestanding antennas must be attached to and located behind the rear wall of the main residential structure. No antennae, either freestanding or attached, shall be permitted to extend more than six (6) feet above the roof of the main residential structure on the Lot, or shall be erected on wooden pole. No Satellite dishes greater than 8 feet in diameter shall be installed on any home or Lot and all dishes shall be placed at the rear of the home so as to not be visible from the street.

Section 16. Window Units All supplements to the central air conditioning system must be used, erected, placed or maintained to the rear of the main residential structure. No window or wall type air conditioning units shall be permitted to be seen from the street view of any Lot and all such units shall be installed flush with the exterior wall surface.

Section 17. Recreational Equipment. All playground equipment, playhouses, tree houses, trampolines and other recreational equipment must be used, erected, placed or maintained to the rear of all Lots. Wood construction for such equipment is encouraged, but all equipment must be maintained and in good repair. Basketball goals are permitted in Owners driveway only, free standing or attached, must be maintained and in good repair.

Section 18. Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing, and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways, mailboxes and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. In addition, each Lot Owner shall be responsible for maintaining, the right of way in any common area between such Lot Owners Lot and the street. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted.

The accumulation of garbage, trash or rubbish of any kind and the burning of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive, healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant at such Lot shall be jointly and severally liable with the Owner for the payment of such costs.

Section 19. Damage, Destruction or Maintenance. (*Article VIII Section 13, Page 9 of The Estates of Hickory Woods Protective Covenants*) In the event of damage or destruction subject to delays by homeowners insurance are open to exceptions by the Association and Architectural Committee.

Section 20. Use of Premises. Each Lot shown on the Plat shall be used only for private, single family residential purposes and not otherwise.

Section 21. Animals and Pets. Pursuant to the established covenants of The Estates of Hickory Woods, no animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot except household pets such as dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose. No animal shall be allowed to roam freely in the Subdivision and all animals must be either kept in a secure enclosure to be located on the rear of the Lot hidden from public view or in the home. All animals shall be maintained on a leash and under control at all times when not otherwise secured in the required enclosure or in the home. All fecal material deposited anywhere other than the Owner's Lot shall be picked up and disposed of in the Owner's garbage. No Owner or Occupant shall be allowed to keep on any Lot or the Common Area any animal, which causes excessive noise (including without limitation) barking, odor or constitutes a danger to other persons or otherwise constitutes a nuisance. The Board of Directors of the Association shall be the sole judge using their sole discretion as to whether any animal violates the provisions hereof.

Section 22. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any business or commercial purpose. Each Owner or Occupant shall refrain from any act or use of his Lot, which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, go-cart, or any other motorized vehicle shall be permitted to operate on or in the Common Areas. No Lot shall be used, in whole or in part for the storage of rubbish of any character whatsoever, nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the Owners or Occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The Board of Directors of the Association shall be the sole judge using its sole discretion in determining any violation of any provision contained in this section.

Section 23. Hobbies and Activities. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas.

Section 24. Visual Obstruction at the Intersection of Public Streets. No object or thing which obstructs sight lines at elevations between two (2) feet and six (6) feet above the surface of the streets shall be placed, planted or permitted to remain on any corner Lot within the triangular area formed by the curb lines of the street involved and a line running from curb line to curb line at points twenty-five (25) feet from the junction of the street curb lines. The same limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway.

Section 25. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section 26. Roads. It shall be obligatory upon all owners of the Lots in this Subdivision to consult with the City of Nashville, Tennessee ("Nashville"), before any driveways, culverts, other structures or grading are constructed within the limits of any dedicated roadway, and such placement or construction shall be done in accordance with the requirements of Nashville applying to the roads within the Subdivision in order that the roads or streets within the Subdivision which would be affected by such placement or construction may not be disqualified for acceptance by Nashville into the public road system.

Section 27. Minimum Square Footages. The minimum square footage for residences constructed on the lots shall be 1200 square feet. For purposes of calculating square footage contained in a residence, the square footage calculation shall include only heated, finished living space.

Section 28. Use of Common Area Amenities. The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration. No motorized vehicles at any time shall be used on the neighborhood walking trail or in common areas. No littering or loitering shall be allowed on the neighborhood walking trail or in common areas. The entrances created for that reason shall only access the use of the neighborhood walking trail; no trespassing on any residential Lot for access to the walking trail is permitted.

Section 29. Erosion Control and Lot Maintenance. During and throughout construction, as well as after completion of a residence, the Lot Owner shall take such action as may be reasonably required: (a) to control, inhibit and prevent land erosion and the sedimentation of streams and ponds, from erosion, and (b) to keep such a site in a neat and slightly condition free from trash and debris. If an Owner does not maintain a site as herein provided, then the Association may, after reasonable notice to Builder or Owner, have the required work done and the Builder or Owner shall pay the cost thus incurred upon demand. The Association shall have the right of entry upon each Lot as necessary to perform such work or cause such work to be performed.

Section 30. Storage of Building Materials. No lumber, brick, stone, block or other building materials shall be stored on any Lot except for building purposes for that particular Lot, and then only for such time as is reasonably necessary for a diligent completion of the project.

Section 31. Curb Cuts and Damage. Any Builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Association. Builder or Owner shall reimburse Association for the cost of any such repairs if Association repairs damages.

Section 32. Excavation and Fill. No Owner or Builder shall excavate or extract earth from any Lot for any business or commercial purpose. Proposed elevation changes on a Lot shall be included with the plan submitted to the Architectural Committee prior to commencement of construction. Changes that adversely affect the surface grade of adjacent or surrounding Lots or the storm water drainage plan will not be permitted. Substantial quantities of fill brought to any Lot during construction shall be subject to prior approval by the Association for stability and effect on adjacent Lots.

Section 33. Solar Panels. Solar panels shall not face the street and shall be compatible with the adjoining surface upon which they are mounted.

Section 34. Driveways and Parking. All driveways and parking areas shall be paved with concrete, concrete aggregate, brick or interlocking paving block.

Section 35. Front Porches. No front porch on any residence shall be enclosed in any way either screened or glassed in or otherwise walled in. Porches may have railings of painted wood, metal or vinyl. Front porches, both open and covered may encroach within the minimum front building setback up to five feet as long as the government agencies in the City of Nashville or other applicable governing authority approve such encroachment.

Section 36. Grandfather Clause. Any existing alterations, additions and fences currently that may be on common property currently will be grandfathered in as of January 1, 2008. In the event the home is sold, the structures and or additions will need to be removed prior to the new owner taking possession.

METRO CODES / VIOLATIONS AND FINES POLICY EFFECTIVE FEBRUARY 1, 2008

The purpose of this policy is to establish guidelines for some of the frequent types of violations addressed In the Deed Restrictions. It is not intended to be a complete list of all possible violations. For more complete information, refer to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ESTATES OF HICKORY WOODS ASSOCIATION (henceforth referred to as CCR's).

All properties should be kept in a neat, well maintained appearance at all times.

Yard maintenance needed: Yards must be maintained frequently enough to maintain an overall well kept appearance. This includes:

- * Mowing includes front yard and side yard of corner lots; all backyards must be mowed.
- * Edging to include sidewalks, driveway and curb; no runners should be showing on paved surfaces.
- * Weed control in grass, flowerbeds, and cracks and weed eating at fences, walls and foundations.
- * Grass maintenance by treating diseased areas and adding sod or reseeding where grass has died
- * Blowing or sweeping up grass and clippings after maintenance
- * Removing dead plants, shrubs and trees in a timely manner
- * Regular watering without violating local voluntary or mandatory conservation directives

Trash receptacles in view: All trash containers must be hidden from general view except for trash pickup day. If containers can be seen from the street, they are not out of view.

Unapproved exterior changes: All changes to the exterior of the residence, the addition of any structure, fence replacement or painting and major landscape modifications must be approved in writing by the ACC before the change is made.

Animals: All pets must be leashed and under control of the person holding the leash. Dogs may not be allowed to cause a nuisance or disturbance by barking incessantly either in the day or at night. Pets may not foul another owner's property, if an accident occurs; the pet's owner must immediately remove the feces from the property. This also applies to the association's common areas.

Boats, trailers, other vehicles and equipment: Recreational equipment (boats, jet skis, campers, RV's, motorcycles etc.) stored in view, commercial vehicles and inoperable or improperly parked vehicles are not allowed. Temporary curbside parking by homeowners or guests is permitted so long as the period does not collectively exceed 24 hours in a calendar week. Automobiles are not permitted on the side or in the back of the property at anytime. Entrances to driveways and curbsides within 2 feet of mailboxes must be left clear at all times by homeowners and/or guests.

Other: Examples of additional things that could incur violations are: deferred maintenance of the property including painted surfaces, miscellaneous unsightly items stored in view.

Fines: The Board of Directors is given express power in the covenants of The Estates of Hickory Woods task an Architectural Committee to adopt and publish rules and regulations to enforce the protective covenants. Notices of violation will be mailed and will include the date, type and number of the violation. Residents may report violations in writing by filling out the included "Inspection/Violation" form and mailing it to the address on the form or by contacting the management association directly.

Fines will be assessed as follows:

The first report of a violation will result in a written warning stating the specific violation with corrective measures that need to be taken. No fine, but a follow up inspection will be scheduled.

If the violation is not corrected by the next inspection it will result in an a one hundred dollar (\$100) fine.

The second inspection with no correction will result in an additional one hundred dollar (\$100) fine.

The third and subsequent failures to correct the violation will result in an additional one hundred dollar (\$100) fine and will then lead to a lien being placed on the Owner's property for all fines incurred. All fees and expenses related to such lien will be the responsibility of the homeowner.

If the condition is remedied and remains remedied for a minimum of 180 days, the fine process will begin again as an automatic second violation and fine the next time the condition occurs.

If the condition is never remedied and fines reach \$400 the home owner will be placed in judgment and brought to court by the HOA Attorney to rectify the situation.

Metro County Code violations will be fined in addition to any charges levied by Metro County.

Article V.—Minimum Standards for Buildings, Structures, and Premises

(Sections 16.24.300 through 16.24.550)

The provisions of this article shall govern the minimum standards, conditions and responsibilities of persons or entities that own, occupy, operate, or otherwise control any residential and nonresidential building, structure, or premises. This includes:

- **Maintenance of exterior and interior of structures**
- **Maintenance of exterior property area (see below)**
- **Life safety requirements**
- **Occupancy limits**

(Section 16.24.330—Exterior Property Areas)

All property areas are to be maintained in a safe, clean, and sanitary condition.

- **Premises are to be kept free of an accumulation of trash, junk and debris**
- **No Inoperable and / or unlicensed vehicles are allowed**
- **All motor vehicles must be parked on a hard surface (concrete, asphalt or gravel)**
- **Fences shall be constructed from materials designed for that use and shall consist of materials manufactured and/or treated to prevent rust (metal fences) or decay (wood fences).**
- **Other accessory structures, (i.e. sheds, carports, detached garages, etc.) must be maintained**
- **Tractor-Trailers are not allowed on single family or two-family residential properties**
- **A single school bus may be parked or stored on a single family or two-family residence provided the driver resides at the property and the bus is operated by a private or public K-12 school or school system in Davidson County.**
- **Weeds and grass must be kept below twelve inches in height.**

(Section 16.24.400—Occupancy Limits)

No more than three unrelated adults can occupy a dwelling unit. This regulation applies to all dwelling units, no matter how many bedrooms the dwelling unit may have.

Business Operating in Residential Zone District

A business may not operate in a residential zone district unless a Home Occupation Permit has been obtained. Before obtaining a permit, a number of conditions must be met by the applicant.

- **No customer or clients may visit the premises.**
- **There shall be no visible signs from the dwelling indicating the type of business being operated.**
- **Only one (1) “non-resident” employee is allowed to work on the premises.**
- **The area used for the Home Occupation Permit cannot exceed 20% of the area of the premises, but in no event be more than 500 square feet.**

Illegal Use of Property

All parcels have been assigned a zoning category and their use must be consistent with that assigned zoning code. Common categories are RS— Residential Single Family, CS-Commercial Services, etc. Failure to use a property consistent with its zone category and / or without a required Use & Occupancy permit is prohibited.

Farm Animals

Common, domesticated farm animals, exotic and native wildlife are restricted in residential areas unless lot size requirements are met. For residentially zoned districts, the minimum lot size is five (5) acres. Only chickens are allowed (hens but not roosters), with permits. Permits are obtained through the Health Department.

Yard and Garage Sales

A resident is allowed no more than two (2) yard/garage sales each year, for no more than three (3) days at a time. ***Consignment sales are strictly prohibited.***

Signs

The following rules apply to signs in Davidson county:

- **Most permanent signs require a permit. Any person erecting a sign without a sign permit is in violation of the zoning code. If the sign is connected electrically, an Electrical permit is also required.**
- **Portable signs are not permitted in Davidson County.**
- **Sign locations can be in violation as well, i.e. if the sign is located too close to or in the right of way.**
- **Signs cannot be placed on public property without permission, including on utility poles, light poles, and bus benches and utility boxes.**
- **Banners can only be used to announce a grand opening, closing, and must be permitted.**
- **Political signs are allowed but cannot be placed on the public right of way. signs cannot be placed on either public or private property without the permission of the property owner.**
- **A business owner cannot cover more than 25% of their store window area with signage.**
- **Contact the Metro Codes zoning division to determine specific requirements that may effect your proposed sign before the sign is installed.**

Rooming and Boarding Houses

A dwelling utilized as a rooming or boarding house may be in violation of the Zoning Code. Rooming houses require a permit. All residential zone districts limit the number of dwelling units on the property. Conversions of residential or other accessory structures into dwelling spaces are required to have the proper permits prior to construction or occupancy.

Abandoned Vehicles

In Davidson County, it is unlawful for anyone to abandon a vehicle on any alley, street, highway or thoroughfare. Besides being unsightly, these vehicles can become a haven for illegal activity that further degrades the safety and livability of our neighborhoods.

- **Abandoned Vehicle:** any motor vehicle that is over four years old including any contents of that vehicle, that is left unattended on public property for more than ten days, or a motor vehicle that is in an obvious state of disrepair and is left unattended on public property for more than three days.
- **Obvious state of disrepair:** refers to a motor vehicle exhibiting one or more of the following characteristics: inoperable under its own power, without one or more wheels or inflated tires, burned throughout, or with more than one broken window.
- **Motor vehicle:** any self-propelled, wheeled conveyance that does not run on rails. This includes all passenger vehicles, buses, trucks, recreational vehicles, etc.
- **Public Property:** includes but is not limited to, any alley, street, highway or thoroughfare within the area of the metropolitan government.

To See a Quick List Visit Metro Codes at:

<http://www.nashville.gov/Codes-Administration/Property-Standards/Code-Enforcement/Codes-Violation-Types-Quick-List.aspx>

When a fine is assessed, the owner will receive the notice of violation along with an invoice showing the fine has been added to their assessment account. An owner will have the opportunity to contest any fine that is assessed against the assessment account. The process will be stated on the notice.

This policy was adopted by the Estates of Hickory Woods Homeowners Association Board of Directors and was effective on January 1, 2008.