

HERMITAGE MEADOWS

HOMEOWNER'S ASSOCIATION COMMUNITY STANDARDS

DISREGARD ANY RULES AND REGULATIONS THAT ARE DATED PRIOR TO **JUNE 2016**

Introduction: The pleasantness of townhouse (Planned Unit Development) living is greatly enhanced by a congenial atmosphere in which all residents have proper regard for the comfort of others. For this reason, Hermitage Meadows Homeowner's Association has adopted these Community Standards (Rules and Regulations). In order to assure that the townhouse property will be properly used for the benefit of all persons, residents and their guests are hereby requested to cooperate with the Association by seeing that these Community Standards are observed.

Compliance: Recurring penalties per incident or for failure to correct any infraction can be imposed upon any homeowner for not complying with any of the Community Standards mentioned herein. **See Fine Policy Below.** The homeowner is responsible for any penalty resulting from any infraction whether it is the homeowner, lessee or any guest of the homeowner or lessee that commits the infraction.

Fine Policy:

- 1st Infraction of Community Standard – Warning Letter
- 2nd Infraction or failure to correct infraction by a given date - \$50 fine
- 3rd and subsequent infractions or failure to correct infraction by give date - \$100 fine

**EXCEPTION: A \$100 FINE WILL BE IMPOSED WITHOUT A WARNING LETTER IF THE SIGNED SATELLITE DISH REQUEST FORM IS VIOLATED. THIS FORM CLEARLY STATES THAT A FINE OF \$100 WILL BE IMPOSED IF THE SATELLITE DISH IS NOT INSTALLED AS AGREED.*

Definition: Common Areas shall mean anything outside the owner's unit. This includes all grounds, front and back yards, parking areas and sidewalks.

Contact Information Please ensure that David Floy & Associates, Inc. has your name and number on file in case of emergencies. If you lease your unit we ask that you provide the name and contact information for those living on the property. This is for emergencies since we share walls with our neighbors.
(CONTACT INFORMATION FOR THE MANAGEMENT COMPANY IS AVAILABLE AT THE END OF THIS DOCUMENT)

I. PARKING

- Residents shall not park in visitor parking.
- Guests of residents shall not exceed a limit of two (2) weeks parking in visitor parking. Extraordinary circumstances are to be approved through the management company for subsequent approval by the Board of Directors.
- No parking in the utility access lanes (between townhouse buildings) during the hours that utility work might be done (7:00 am – 5:00 pm on weekdays). Outside these hours, these spaces are considered visitor parking.
- No parking on the right of way (i.e. curb parking, on the grass or sidewalks) at any time.
- No tractor-trailers, boats, trailers of any kind, commercial or construction type vehicles or equipment may be parked anywhere on the grounds. ****Commercial vehicles are defined as anything other than a standard family commuting vehicle, car or truck that is used for personal use. ***EXCEPT FOR THOSE VEHICLES THAT ARE TEMPORARILY ON THE PROPERTY FOR THE PURPOSE OF SERVICE TO THE PROPERTY.***
- Each homeowner's residence has been allotted two (2) parking spaces. Any authorized vehicle must comply in size to the spaces allotted. Regardless of which vehicle you wish to occupy your

assigned parking spaces, off-site alternative must be acquired for those vehicles exceeding your two (2) assigned spaces.

- g. No vehicle repairs, including changing oil, will be allowed in the parking areas on the grounds of Hermitage Meadows.
- h. No non-operative vehicles will be allowed for more than one (1) week. "Non-operative" is defined as unlicensed and/or inoperable, such as flat tires, missing glass, etc. This description of a vehicle constitutes a Metro Codes violation. Such vehicles are subject to removal at the owner's expense.
- i. No motorcycles will be allowed on the sidewalks or grass area. They must be parked within assigned parking areas. Please place a block under kickstands to protect parking lot asphalt from damage.

II. ARCHITECTURAL CONTROL

- a. **ALL** exterior modifications or units or grounds must first be approved by the Board of Director's Architectural Committee via homeowner submission of an Architectural Request Form. Some examples being window or door replacement, awnings, planting of trees or bushes, satellite dish installations, flags, additional lighting, plant holders, excessive garden decorations, etc.
- b. Any exterior change request must be submitted on an ARC Form obtained from the management company for subsequent approval by the Board of Directors. Violators will be required to reverse the alterations not approved, and are responsible for any legal fees that may be required, plus a \$100 Association fine. NOTE: Any "post construction" additions to any residence, if approved by the Board, becomes the responsibility of the current or subsequent homeowner for any and all maintenance, repairs and/or replacements of same.
- c. No attachments are allowed on the exterior of any building (except the single front and back entrance light fixtures, window shutters and door awnings).
- d. Window fans or window air conditioners are prohibited.
- e. Window treatments such as blinds and draperies **that are exposed to the street** must be of neutral color.
- f. Trees, shrubs and bushes must be approved by the Board of Directors Landscaping Committee via an ARC Form.
- g. Any satellite dish installation request must be submitted on a Satellite Dish ARC Form obtained from the management company for subsequent approval by the Board of Directors.
- h. The Association is responsible for the painting of exterior doors and will determine when painting is necessary. However, if a homeowner will not be available for scheduled paint appointments during the season (usually over several weeks during the summer), they may paint their door at their own expense. If homeowners need to paint or touch up their front door, the approved color is **Benjamin Moore, Montgomery White, PW-26**.
- i. Awnings are to be made of **Sunbrella #4698 "Tresco Clay"** (or equivalent color in another brand pending Board approval). Awning sizes and styles (rectangular or domed) must match existing awnings at Hermitage Meadows. **PLEASE NOTE THAT OLD TEAL AND IVORY STRIPED AWNINGS ARE BEING PHASED OUT AS THEY ARE REMOVED OR REPLACED AND ARE NOT ACCEPTABLE FOR NEW AWNING COVERS.**
- j. Broken glass storm doors and broken windows must be replaced.

III. PETS

- a. The owner of a pet assumes all liability for all damages to persons or property caused by the pet's presence within Hermitage Meadows. A pet owner is defined as anyone providing food and/or shelter for domestic animals such as dogs or cats. Any animal that becomes a nuisance is subject to removal by Metro Animal Control.

- b. Pets may not be secured outside on decks or otherwise tethered at any time on the common areas.
- c. Dogs must be on a leash, controlled by the owner or owner's representative at all times when outside.
- d. Dog waste must be properly cleaned up immediately. For your convenience, there are marked disposal cans in two (2) locations on the property for bagged dog waste.
- e. Cats are required to be under the pet owner's control and will be considered a nuisance to other homeowners if the pet is allowed to roam, rest on vehicles, dig in flower beds, etc.

IV. **COMMON AREAS**

- a. No driving or parking on sidewalks or grass/common areas will be permitted at any time for any reason.
- b. Destruction, defacement or cluttering of all common areas, including littering, is prohibited.
- c. No storage of equipment, or any other item, on the common area will be permitted.
- d. Garbage or trash must be placed in sealed plastic bags and disposed of in a garbage container with a secure lid. The containers must be kept on the ground level next to your respective residence. Garbage removal is provided by the Association and will be picked up at least once each week.
- e. Picnic tables, lawn furniture, bird baths, wading pools, barbeque grills**, garden hoses, etc., are prohibited from being left in the common area. Any damage by service personnel to such items left out is not the responsibility of the Association or the service personnel. ****BARBECUE GRILLS ARE ALLOWED TO BE STORED ADJACENT TO THE DECK/PATIO. NOTE: THEY SHOULD NOT BE USED/STORED ON A DECK AS IT IS A VIOLATION OF METRO FIRE LAWS (SEE SECTION IX: FIRE LAWS).**
- f. No fireworks are allowed on Hermitage Meadows grounds. Residents are reminded that fireworks are illegal in Davidson County.
- g. The discharging of firearms, including BB guns, anywhere on Hermitage Meadows grounds is prohibited.
- h. Children's toys, including bicycles, are not allowed on any part of the common area when not in use. Parents or their representatives are to see that their children observe the same community regulations as adults.
- i. No residents, visitors or children are allowed in the creek under the bridge at any time.
- j. No bike riding, roller-skating or skateboarding is permitted on the sidewalks.

V. **BUSINESS**

- a. No residence shall be used for purposes that are forbidden under the residential portion of the Metro Zoning Ordinance.
- b. No business or trade of any kind shall be carried out in any residence, deck patio or anywhere on the common area.

VI. **NOISE**

- a. Stereos, musical instruments, conversations, barking dogs, vehicle radios, etc., should not be at a level that may be objectionable to neighbors.

VII. **SIGNS**

- a. All signs, including realtor signs, political signs, yard sale signs (except for sanctioned community sales), etc., are prohibited from the property, the entrance way in front of the residence and all frontage on Central Pike. Such signs will be removed from the property without notification. Realtor signs may only be displayed on the inside window of the residence that is for sale or rent.

The only exception is an "Open House" sign at the Central Pike entrance **Only on the day of the open house**. No resident use of business signs is allowed.

VIII. SPEED LIMIT

- a. Vehicle speed limit is not to exceed 15 mph within the Hermitage Meadows Community. Thistle Lane is a private drive owned by the Association, and is not a city street. Keep in mind the safety of other residents, especially those who are walking on the drive and common areas.

IX. UNIT RENTAL

- a. If an owner rents their residence, it will be their responsibility to advise the Lessee of the aforementioned Community Standards. The Lessee will be required to abide by these Community Standards. The owner of the resident property will be obligated to pay any fines levied for the Lessee's non-compliance of any rule in the Community Standards.
- b. The homeowner must provide the management company with the current occupant's name(s) and best contact number for emergency purposes.
- c. No Short Term Rental Property (STRP) is allowed. This is defined as rooms or units that are used and/or advertised for transient occupancy of less than 30 consecutive days to the same occupant.

X. LIABILITY

- a. No resident or owner shall alter, deface or construct anything in the common area that, in the opinion of the Board of Directors, would create a liability to the Association.

XI. FIRE LAWS

- a. The Metropolitan Fire Department does not permit the use of barbeque grills on decks or within ten (10) feet of any building. There is a substantial Metro fine and possible arrest for violation of this law. Grills should be stored adjacent to the patio/deck AFTER having cooled. This rule applies to grills and any other heat source that could be a fire risk.

XII. MAINTENANCE

- a. The homeowner is responsible for the cleaning and maintaining the appearance of any attachment to his/her residence including the deck/fence, deck/fence/gate extensions, storm doors, awnings, light fixtures, windows, etc. Failure to maintain any attachment that serves only homeowner is subject to a fine.
- b. Refer to the attached Homeowner Responsibility Chart to determine if the homeowner or the Association is responsible for any costs incurred in repair, maintenance or replacement. Any maintenance call made through the management company for an item that is under the responsibility of the homeowner will be charged back to the homeowner.
- c. Please report any common area maintenance items to the management company.

XIII. DECK/PATIO/FENCE/GATE

- a. The Association is responsible for the repair and replacement of "ORIGINAL CONSTRUCTION" decks and fences. (see definition of "Original Construction" in section b. below)
- b. Original Construction Definition
 - i. Original Construction Deck/Fence is defined as: The area of decking/fencing that was originally designed at the time of townhouse construction.
 - ii. Original Deck Measurements: Width 8 feet; Length 13 feet, 11 inches.

- iii. Original Fence Measurement: Width 8 feet, 5 inches; Length 12 feet, 9 inches; Height 6 feet. ****GATES WERE NOT INCLUDED IN ORIGINAL CONSTRUCTION.**

c. Decks/Fences/Gates Responsibility

- i. It is the homeowner's responsibility to maintain the appearance of any attached deck, patio, gate and/or fence by properly using such areas. Areas should not be used for storage of inappropriate items such as indoor furniture, paper products, or any item that may damage the deck/patio/fence surface. The homeowner will be financially responsible for repairing any damage to the deck/patio/fence resulting from improper use of the area.

- ii. Maintenance of Decks/Fences/Gates

Maintenance of decks/fences and gates is the responsibility of the homeowner for the life of the deck/fence. The stain used must match the existing color. The homeowner will be charged for the cost of any cleaning, staining and/or sealing of neglected decks/fences/gates done by the Association. The amount charged will be determined by the vendor hired by the Association. The approved color on new decks is **Ready Seal's OS-O15B Pecan**.

- iii. Repair of Extended Decks/Fences/Gates

The Association will be responsible for "Original Construction" deck/fence repairs unless damage is due to homeowner lack of maintaining appearance. Homeowner will be fully responsible for any extended portion of deck/fence and gates.

- iv. Replacement of Extended Decks/Fences/Gates

Once replacement is necessary, the Association will be responsible ONLY for the replacement of the "Original Construction" deck/fence design. The Association will make the decision as to the replacement date of a deck (unless the homeowner wishes to replace the entire deck at their cost).

- d. All deck/fence/gate extensions must be approved PRIOR to construction. To gain approval the homeowner must submit an ARC Form from the Association's management company for subsequent approval by the Board of Directors.

XIV. SECURITY

- a. The Association does not provide security for the townhomes within Hermitage Meadows. Each resident is responsible for the security of one's own residence. All outside doors and windows should be locked when no one is home. If you observe anything that appears to be suspiciously unlawful, call 911 in an emergency or (615) 862-8600 for non-emergency reports.

If you have a question or concern, a non-compliance or maintenance issue to report, need a form for requesting exterior architectural alteration, a request for information, etc., please contact our management company:

David Floyd & Associates, Inc.
104 East Park Drive, Suite 320
Brentwood, TN 37027

Email: hermitagemeadowshoa@gmail.com Website: hermitagesmeadows.com
Phone: (615) 297-2824

These Community Standards and their enforcement are essential to preserve property values in the Community. Please help by complying, thereby preserving a Community in which you are proud to live!

HERMITAGE MEADOWS

HOMEOWNER'S ASSOCIATION RESPONSIBILITY CHART

The information below is to enable the individual homeowner to determine the responsibility he/she has to specific areas of maintenance within both the home and the common areas of the Association. The responsibilities outlined are determined by the Governing Documents of the Association, included in the Master Dee and the By-Laws recorded in the Registrar's Office.

ITEM	HOMEOWNER	ASSOCIATION
Air Conditioner, inside/outside heat pump system, condensation lines	X	
Attic/Firewalls	X	
Awnings (Sunbrella #4698 Tresco Clay)	X	
Chimney Cleaning	X	
Concrete Front Porch		X
Crawlspace	X	
Crawlspace Doors		X
Decks/Fences - Original Construction	Cleaning & Sealing	Repair & Replacement
Decks/Fences/Gates - Extended Construction	X	
Exterior Metal Doors	Replacement	Painting (Exterior Only)
Electrical Connections, Wiring in Unit	X	
Electrical Meter	X	
Gutters, Repairs & Replacement		X
Lawn/Grass		X
Light Fixtures, Front & Back Porch (with design approval)	X	
Pest Control inside & Outside Unit	X	
Plumbing (including outside faucets & waterline to meter)	X	
Painting, All Exterior		X
Patio, Concrete Surface		X
Roof, Repair/Replacement		X
Skylights, Repair/Replacement	X	
Storm Doors (with design approval)	X	
Termite Treatment	Interior	Exterior
Trashcan With Lid	X	
Trash Removal (covered trashcan contents)		X
Trees & Shrubs		X
Utilities, Individual Units	X	
Walls Between Units	Each Homeowner	
Interior Water Damage due to Roof Leaks		X
Windows, Replacement, Repair, Seals (with design approval)	X	

Footnote: Hermitage Meadows Townhomes are defined as "Dominium PUD", meaning they are a planned unit development in which the homeowner owns and is responsible for the area within the exterior walls inclusive of just inside the roof down to and including the ground beneath the unit.

