

Smith Farms Homeowner's Association

Rules and Regulations & ARC Architectural Guidelines

As our community continues to grow, it becomes important for all homeowners to keep their properties properly maintained. This is instrumental in keeping our neighborhood a desirable place to live and a competitive property value.

The documents contained herein are provided to help the homeowners of Smith Farm's Community understand the rules of the Homeowner Association (HOA). Additional information can be found in The Covenants, Conditions and Restrictions (CC&Rs) and/or The Architectural Review Committee (ARC) Guidelines.

The guidelines are intended to serve as clarification of the CCR's and guidance as to changes, maintenance, location, and size of existing and additional structures on any lot and other ARC issues. This document is available on the MPM website, at www.portal.mpnashville615.com The ARC may impose additional restrictions and grant variances to those restrictions as allowed by the CCR's and HOA Board.

Owner's Responsibility – Single Family

Each Owner shall maintain his or her Lot, as well as the Residential Unit and all other structures or improvements thereon, including exterior surfaces of the residence, parking areas, fences and other improvements located on the Lot in a manner consistent with the Community-Wide Standard and all applicable provisions of the Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association.

Violations

If the Board determines that any owner has failed or refused to properly maintain the lot/unit, the Association shall give the owner written notice. The owner will have 10 days to complete maintenance, repair, or replacement. The Board can enforce this through monetary fines against the owner or lot each day the maintenance, repair, or replacement is not completed and can constitute a separate violation for which fines may be assessed daily.

Rules and Regulations

1. **Above Ground Tanks**
 - a. *No above ground tanks shall be placed, allowed, or maintained upon any portion of the Community, including any Lot.*
2. **Air Conditioning Units**
 - a. *No windows or wall type air conditioning unit shall be permitted*
3. **Amenities**
 - a. *Any amenities (including, but not limited to open spaces, clubhouses, walking trails, putting greens, community gardens, mail kiosks, playground equipment, community pool(s), and parks) provided by the Association or erected within the subdivision, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring on or related to use of.*
4. **Animals and Pets**
 - a. *No animals, reptiles, rodents, livestock, birds, fish, or poultry of any kind shall be raised, bred, or kept in or on any portion of the Subdivision, except as otherwise provided below.*
 - b. *Dogs, cats, or other usual and common household pets not to exceed a total of three (3) may be permitted with respect to each Lot.*
 - c. *Pets are not permitted to roam free, and in the sole discretion of the Association, any pets which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or the owner of any portion of the Subdivision shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal.*
 - d. *No pets shall be kept, bred, or maintained for any commercial purpose.*
 - e. *Dogs, which are household pets, whenever they are outside a residence must be confined on a leash held by and under the physical control of a responsible person. Local laws governing leashing, control, etc., of animals shall apply to the residents of the community.*
 - f. *Homeowners shall be responsible for cleaning up after their pet.*
5. **Antennas and Satellite Dishes**
 - a. *All television antennas and equipment used for such must be twenty-four (24) inches or less in diameter. All antennas and satellite dishes must be placed in the rear of the home and not visible from the street. Any exception must be approved in advance by the Board of Directors.*
 - b. *No antennas can be erected on a wooden pole*
6. **Artificial Vegetation, Exterior Sculpture, and Similar Items**
 - a. *No artificial vegetation shall be permitted on the exterior of any portion of any unit. Exterior sculptures, fountains, birdbaths, and similar items must be approved by the ARC Committee.*
7. **Backflow, Irrigation, and Electric Meters**
 - a. *Homeowners are not allowed to tamper with the backflow, irrigation lines, irrigation controls, or electric meters in the community.*
8. **Basketball Hoops**
 - a. *You must submit an ARC Request to install a permanent basketball hoop on your lot.*
 - b. *Portable basketball hoops will be allowed.*
 - i. *They are not allowed in the public or private streets of the community at any time.*
 - c. *The basketball equipment can be used between the hours of 8:00am – 10:00pm only.*
9. **Boats, Trailers, and Motor Vehicles**
 - a. *No commercial vehicles, boats, jet-skis, boat trailers, buses, house trailers, motor homes, panel trucks camping trailers, vans, motorcycles, motor scooters, go-carts, motorbikes, or other similar vehicles (“Non-permitted Vehicle”), whether of a recreational nature or otherwise, with the exception only of four-wheeled passenger automobiles and pickup trucks, shall be placed, parked, or stored upon any Lot. Trucks, vans, commercial vehicles, and vehicles with*

commercial writings on their exterior shall be allowed temporarily on the Common Area during normal business hours for the purpose of serving any Lots or the Common Area, if they do not remain overnight unless written prior approval is received from the Board. The Association shall have the right to authorize towing of any vehicles which are in violation of these provisions, or the Traffic Regulations promulgated by the Association, and to collect the cost thereof from Owners, as an Individual Assessment.

10. Clotheslines

- b. No clothes lines shall be placed, allowed, or maintained upon any portion of the Community, including any Lot.*

11. Drainage

- a. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains.*

12. Fireworks

- a. Activities such as 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 and are not allowed.*

13. Garage Doors

- a. Garage doors must be maintained free of dirt, dents, broken windows, mildew, and the like. Garage doors that cannot be closed must be repaired within 48 hours. If replacement or repair is required, the garage door must be restored to the original design specification.*

14. Garage Sales / Yard Sales

- a. The Board of Directors may choose to approve community wide yard sales. No individual homeowner may conduct a garage sale, yard sale or similar activity without prior approval from the Board.*
- b. Owners can submit a request to the Property Management Company on dates of garage or yard sales and will be reviewed by the Board of Directors for approval/denial.*

15. Government Laws & Nuisances

- a. Government Laws
 - i. No portion of the subdivision will be used in violation of any applicable local, state, or federal laws, statutes, regulations, codes, or ordinances. In the event that any portion of applicable Governmental Laws conflicts with the provision of this Declaration, the more restrictive provision shall apply.**
- b. Nuisances
 - i. No portion of the subdivision shall be used for the storage of any property or thing that will cause it to appear to be in an unclean, untidy condition, or that will be obnoxious to the eye.*
 - ii. No substance, thing, or material that will emit foul, obnoxious odors, that will cause any noise, or other conditions that will disturb the peace, quiet, safety, comfort, or serenity of the occupants surrounding the property.*
 - iii. No noxious or offensive activity shall be carried out in any portion of the subdivision.*
 - iv. Nothing shall be done to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the subdivision.*
 - v. No plants, animals, device, or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision.**

16. Hobbies & Guns

- a. *The pursuit of hobbies that are inherently dangerous or objectionable to adjoining lot owners including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, shall not be permitted.*
- b. *The discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.*

17. Leasing

- a. *Definition. "Leasing", is defined as regular, exclusive occupancy of a residence located upon a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.*
- b. *General. Lot residences may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of residences or assignment of leases unless prior written approval is obtained from the Board of Directors.*
- c. *No transient tenants may be accommodated in any residence or other improvements located upon the Lots.*
- d. *All leases shall be in writing and shall before an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors.*
- e. *Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Governing Documents of the Association.*
- f. *Compliance with Declaration, Bylaw and Rules and Regulations. Every Owner shall cause all occupants of his or her residence to comply with the associations governing Documents, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a residence are fully liable and may be sanctioned for any violation of the Documents*

18. Lighting/Decorating

- a. *Seasonal decorative lights may be used between Thanksgiving and January 10 only. Holiday decorations must be removed in a timely manner.*
- b. *Seasonal decorations (Winter, Spring, Summer, Fall) such as wreaths, garden flags, etc., are preapproved on the front of homes and must be removed at the end of the season.*
- c. *All other holiday decorations (Easter, Halloween, Thanksgiving, etc.) must be removed within 7 days of the end of the holiday.*

19. Mailbox Kiosk Systems

- a. *If a mailbox key has been lost or stolen the homeowner must notify the United States Postal Service. The homeowner will be responsible for obtaining a new mail key and any fees incurred.*
- b. *Homeowners are not allowed to alter any mailbox kiosk systems in the community.*
- c. *On the original sale of the home, each home will receive 2 keys at closing, shortly thereafter, or once the mailbox kiosk has been established.*

20. Noise, Nuisance and Hazardous Substances

- a. *No use or practice which is either an annoyance to Owner or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisances or any immoral or illegal activity on or about the Property. For greater clarification, no owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot. No substance, thing, or material shall be kept upon any portion of the Community that will emit foul or obnoxious odors.*

21. Occupant Bound

- a. *All provisions of the documents that govern the conduct of Owners and which provide for sanctions against owners shall also apply to all occupant, guest, and invitees of any lot owner*

22. On Street Parking

- a. *In accordance with CC&Rs, vehicles shall be parked only in garages or in the driveways serving the Lots and vehicles are never allowed to be parked in the street on a regular basis.*
- b. *No vehicles of any kind may be parked in any side or back yard, or on the sidewalks.*
- c. *On street parking is not permitted except for:*
 - i. *Visitors (no overnight parking)*
 - ii. *When driveway maintenance is underway.*
 - iii. *When contractors require access to perform repair work.*

23. Parking & Garages

a. *Parking*

- i. *No Owner shall keep more than two (2) vehicles parked in said Owner's driveway at any time, provided, however, that if the Lot only has a one-car garage, then said Owner or occupant shall not park more than one vehicle in said driveway.*
- ii. *All other vehicles must be parked in garages, designated parking spaces, or other areas authorized in writing by the Board.*
- iii. *Vehicles shall not be parked on any lawn, yard, private street, or alley.*
- iv. *Parking upon any public streets or dedicated right-of-way of the Subdivision shall follow applicable laws, ordinances, codes, and regulations of the City of Murfreesboro.*
- v. *No vehicle that does not have a current license tag or is inoperable may be parked on or within the subdivision.*
- vi. *No vehicle may be parked upon or within any portion of the subdivision for a period of 30 consecutive days or more without being driven during said period unless prior written permission has been obtained from the Board of Directors.*
- vii. *Commercial/Recreational vehicles including but not limited to boats, trailers, jet skis, buses, vans, RVs, motor homes, and campers (excluding vans used by handicapped persons, mini-vans or sport utility vehicles) are prohibited from being parked upon any portion of the subdivision property except in areas, if any, that might be designated by the Board of Directors.*
- viii. *No vehicles that are used for commercial purposes and/or have commercial writing/logos on their exteriors are prohibited from being parked upon any portion of the Subdivision property unless that vehicle is owned or operated by an owner or occupant for use in such person's employment or business ventures can be parked in owner's driveway or in the garage. If the vehicle has exterior racks, tools or equipment attached to the vehicle it must be located in that garage at all times when parked in the community.*
- ix. *No wrecked vehicle or vehicles in a non-functional condition shall be parked on any lot or upon any Common Area at any time.*
- x. *The guest parking spaces are in the Common Area, which is used for guest parking only, unless approved in writing.*
- xi. *If any vehicle is parked on any portion of the Subdivision property in violation, the Board or an agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after 24-hours the vehicle may be towed or booted. If the occurrence happens again within 6 months of the first, the vehicle can be towed or booted without notice to owner.*

b. *Garages*

- i. *Garage doors will always remain closed, except for necessary use, ingress, and egress.*
- ii. *Garages should be maintained so that parking for the maximum number of motor vehicles, for which it was originally designed to hold, is allowed and possible.*

24. Playground Equipment

- a. *Playground equipment allowed and located on the Lots, including but not limited to, swing sets, slides, seesaws, playhouses, and/ or climbing apparatuses must be maintained and in good condition. Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.*

25. Residential Use Only

- a. *Each lot shall be used for residential purposes only and no trade or business may be conducted in or from any lot located within Smith Farms Homeowner's Association*
- b. *The term "business" and "trade" as defined by any occupation, work, or activity undertaking and ongoing basis which involves the provision of goods or services to persons other than the providers family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; such activity is intended to or generates a profit; or a license is required*
- c. *The leasing of a model home or sales trailer on a lot by the Declarant or a builder shall not be considered a trade or business within the meaning of this section.*

26. Retaining Walls

- a. *Open Space*
 - i. *No Unit Owner shall make any alterations, addition, or improvements to, or place any Improvements upon the Common Elements.*
 - ii. *Maintenance of repairs and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Assessments assessed to and paid by all Unit Owners.*
- b. *Homeowner lots*
 - i. *Single Family Homeowners*
 - 1. *Maintenance and repairs shall be the responsibility of the homeowner.*

27. Sight Distance at Intersections

- a. *All property located at street intersections shall be landscaped to permit safe sight across the street corners.*
- b. *No fence, wall, hedge, or shrub planting can be placed or permitted to remain where it would create a traffic or sight problem.*

28. Signs & Flagpoles

- a. *No sign, advertisement, billboards, or advertising structure of any kind shall be erected upon or displayed on owner's lot, with exception to advertising the sale of the home and political/campaign posters or signs as permitted pursuant to the "Tennessee Freedom of Speech Act of 2017".*
 - i. *Political/campaign posters or signs can be placed 60 days prior to a general election, including early voting, until 1 day after that general election.*
 - ii. *The poster or signs can be no bigger than 4x6.*
- b. *No flagpoles shall be erected upon or displayed on owner's lot, with exception to lots owned by the Declarant or any Builder where models, sales offices, or trailers are located*
- c. *American flags will be allowed for display on a pole permitted under the "Freedom to Display the American Flag Act of 2005".*

29. Swimming Pools

- a. *Above-ground pools are not allowed.*
- b. *In ground pools are only allowed*
 - i. *Should the residence become vacant, the owner must see that the pool is drained and kept drained during the periods of non-occupancy, to prevent health and safety hazards*

30. Subdivision of Lot

- a. *No lot can be subdivided, or its boundary lines changed except for written approval from the Board of Directors or local governmental authorities.*

- b. The Declarant reserves the right to replat any Lot or Lots owned by the Declarant.*
 - c. Any two or more Lots that are combined into one or more Lots by Owners, other than the Declarant, shall continue to be responsible for the Base Assessments and Special Assessments allocated to said Lots as if the combination of Lots had not taken place.*
- 31. Tanks**
 - a. Above or underground fuel storage tanks are not permitted (not including outside propane grill tanks.)*
- 32. Tents, Trailers, Temporary Structures and Outbuildings**
 - a. No tent, utility, shed, shack, trailer, or other structure of temporary or permanent nature shall be placed upon a Lot or any part of the Community. Outbuildings are enclosures that are not attached to the home, such as sheds or enclosed storage units.*
- 33. Trash**
 - a. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage and other waste shall be kept only in sanitary containers. All containers shall be kept within the garage, or a landscaped area as required except during trash collection.*
- 34. Trees, Shrubs, and Bushes**
 - a. Trees, shrubs, and bushes - must be trimmed and maintained. In addition, all trees, shrubs, and bushes bordering sidewalks, walkways, property lines and common areas, need to be trimmed in such a fashion that they do not limit or impede access to these sidewalks, walkways, or common areas, or infringe on a neighboring property.*
- 35. Unsightly or Unkept Conditions**
 - a. It is the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkept conditions on his or her lot.*
 - b. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkept conditions, shall not be pursued or undertaken on any part of the subdivision.*

ARC Architectural Guidelines

All below items must have an ARC application and ARC approval prior to construction/installation. Some ARC requirements might include permits, plot plans, and surveys to be provided in the ARC request. At no time can an ARC item impede the drainage to any lot or the community.

1. Artificial Vegetation, Exterior Sculpture, and Similar Items

- a. *No artificial vegetation shall be permitted on the exterior of any portion of any unit.*
- b. *Exterior sculptures, fountains, birdbaths, and similar items require the following:*
 - i. *Exterior sculptures/statues: Can only be 12-24" tall up to 8' wide. Must be made from ceramic, concrete, or metal material only. Can only be a neutral or earth tone color. Cannot have more than 3 sculptures*
 - ii. *Yard ornaments: Can be visible from street, however they cannot be positioned as a focal point. Can only be 12" tall by 8" feet wide. Must be made from ceramic, concrete, or metal material only. Can only be a neutral or earth tone color. Cannot have more than 3 yard ornaments*
 - iii. *Fountains: Can only be 48" tall by 48" wide. Must be made from ceramic, concrete, or metal material. Can only be neutral or earth tone color. Cannot have more than 1 fountain*
 1. *Must repair or replace any damaged landscape*
 - iv. *Birdbaths: Can only be 48" tall by 48" wide. Must be made from ceramic, concrete, or metal material. Can only be neutral or earth tone color. Cannot have more than 1 bird bath*
 - v. *Flowerpots and planters: Can only be 20" in diameter and 24" in height. Must be made from metal, concrete, wood, or clay. Can be neutral colors or same colors included in the home's color scheme. Cannot have more than 2. Should be within landscaped area. For outside the landscaped area, they cannot exceed 30" in diameter and 24" in height and must be located on the porch, deck, or patio area. Must be made from metal, concrete, wood, or clay. Cannot have more than 2.*

2. Awnings

- a. *Must not be located on the front or side portions of the house*
- b. *Must include color, location, materials, upkeep procedures, picture and/or design of awning*
- c. *No plastic, vinyl, or metal will be allowed*

3. Basketball Hoops

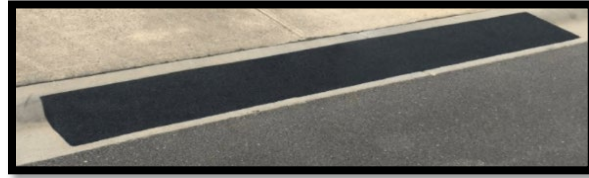
- a. *Permanent basketball hoops*
 - i. *The permanent basketball hoop may not be attached to the building or any exterior portion of the home.*
 - ii. *You must send a photo of the permanent basketball hoop and the proposed location of the basketball hoop.*
 1. *Location cannot be in the front or side of the home.*
 - iii. *The permanent basketball hoop should be standard size and be no larger than 10 feet from the rim to the ground.*
- b. *Portable basketball hoops will be allowed.*
 - i. *They are not allowed in the public or private streets of the community at any time.*

4. Color

- a. *Exterior colors must conform to the original scheme designed by the builder.*
 - i. *Before changing the color of any exterior portion of their home, including fences, doors, windows, shutters, decks, and roof, new color samples and a photograph of the home must be included with ARC request form. Shutters and doors will complement the exterior color scheme, and maintain the original colors intended by the builder.*

5. **Curb Leveler**

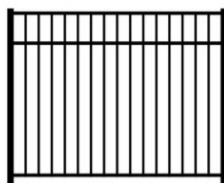
- a. *Must be black in color*
- b. *Must be temporary plastic material(s)*
- c. *Must not be affixed to the curb or street*
- d. *Must not impeded drainage to the lot or community*
- e. *The homeowner assumes all risk if the curb lever is damaged, destroyed, or if it causes damage to the curb.*
- f. *See example*



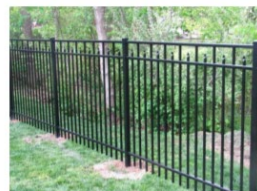
6. **Fences**

- a. *Fences must comply with Fence Guidelines set by the ARC Committee.*
 - i. *Fences must be aluminum material.*
 - ii. *Fence panels must be 48" in height*
 - iii. *No fence shall be installed in any way to disturb or impede drainage to the lot or subdivision*
 - iv. *Fences must be attached to neighbors' fence as to not allow any area between fences.*
 - 1. *ARC Committee can determine if attaching to the neighbor's fence will impede drainage*
 - v. *Fence's must go on the lot line. Determination of the lot line and placement of the fence is the sole responsibility of the owner.*
 - vi. *Property lines must be surveyed and staked before the fence is constructed.*
 - vii. *On corner lots, the fence must be a minimum of 15 feet from the side street lot line.*
 - viii. *All fences must meet code requirements for the City of Murfreesboro.*
 - ix. *Homeowners are required to obtain a building permit before the fence is constructed.*
 - x. *Must repair or replace any damaged landscape*
- b. *See example*

Style Storrs



Style Siskin



- c. *Invisible Pet Fence*
 - i. *Must only be placed in the backyard*
 - ii. *Must have utilities located prior to digging*
 - iii. *Must repair or replace any damaged landscape*
 - iv. *Must have invisible fence flags removed within four weeks after installation*
 - v. *Fence shall not be installed in any way to disturb or impede drainage to the lot or subdivision*
- 7. Irrigation Systems**
- a. *Owner is responsible or any damage from installation*
 - b. *Owner must provide drawings of the location of the irrigation system with a plot plan*
 - c. *Irrigation systems must not have exposed wires and must be subsurface*
 - d. *Irrigation systems must not impede onto or spray into adjacent lots*
- 8. Landscaping**
- a. *Landscape improvements*
 - i. *Must include the type, growth, location, plot plan, and photo of any additional flowers or plantings.*
 - ii. *If you are installing a retaining wall, you would need to provide the type of material, height, width, photo, location, and drainage plans.*
 - iii. *Must repair or replace any damaged landscape*
 - b. *Vegetable and herb gardens*
 - i. *Must include the type, growth, location, and photo of any additional gardens.*
 - ii. *Garden must be no larger than 8' by 8'*
 - iii. *Garden must be in the back yard*
 - iv. *Cannot have more than 2 vegetable or herb gardens*
 - v. *Must repair or replace any damaged landscape*
- 9. Lighting**
- a. *Exterior lights on patios/balconies*
 - i. *Must include the style, color, location, and photo of the additional lights.*
 - ii. *Lights must be white in color*
 - b. *Solar panel stakes*
 - i. *Must include number of stakes, location, color of light and lightbulb, and photo.*
 - ii. *Lights must be white in color*
 - iii. *All solar panel stakes must be within 6" inches of the cement path (lights are not permitted along the neighborhood sidewalks*
 - iv. *Must repair or replace any damaged landscape*
 - c. *Solar panel roofing*
 - i. *Must include a photo and location of installation*
 - ii. *Solar panels must be located on the rear of the home on the roof*
 - iii. *Cannot be seen by adjacent neighbors from the front of the house*
 - iv. *Only allowed to have up to 5 panels on the roof*
 - v. *Color must match roof shingles*
- 10. Patios/Decks**
- a. *Each lot has unique topography, safety considerations, and orientation to other homes so walkways, decks, landings, stairways, or deck covers will be evaluated on a case-by-case basis.*
 - b. *Must include material, paint/stain samples, location, size of patio/deck in relationship to the lot and house and drainage detail.*
 - c. *No flat roof lines will be approved*
- 11. Playground Equipment**
- a. *Swing sets, slides, seesaws, playhouses, and/or climbing apparatuses*

- i. A photo of the playground equipment and location will need to be provided*
- ii. It must be constructed of natural wood material with a natural wood exterior surface. It must be restained every two years*
- iii. No painted wood finishes or predominantly plastic or metal structures are allowed*
- iv. Predominately plastic or metal components shall be allowed*
- v. Must repair or replace any damaged landscape*
- vi. Playground equipment shall be maintained in good condition*
- vii. Trampolines are not considered “playground equipment” and are not allowed in the community*

12. Privacy Screens

- a. Privacy screens are not allowed in the community*

13. Retaining Walls

- a. Must include the material, color, location, and photo of the retaining wall.*
- b. If landscaping is going to be installed along with the retaining wall you must include the type, growth, location, and photo of any additional flowers or plantings.*
- c. Retaining walls cannot impede drainage to the lot, other lots, or community.*

14. Security Cameras

- a. Security cameras are permitted to monitor only the homeowner’s property. These cameras may not be directed toward neighboring properties or common areas. The ARC may ask that cameras be moved or removed at any time.*
- b. Must not be visible from street view.*

15. Signs & Flagpoles

- a. Signs*
 - i. Can only be 4” height by 6” width.*
 - ii. Homeowner must repair or replace any damaged landscape*
- b. Flags*
 - i. Community friendly flags (American flag, state flag, and temporarily displaying supporting sports teams are acceptable)*
 - ii. The flag must be no larger than 4’ by 6’.*
 - iii. American flags should be displayed in accordance with Title 4 US Code – paragraph 6.*
 - iv. Damaged or controversial flags are prohibited*
- c. Flagpoles*
 - i. Can only be up to 18’-25’ in height and must abide by City of Murfreesboro residential regulations*
 - ii. Homeowner must repair or replace any damaged landscape*

16. Storm Doors

- a. Storm doors may be installed on the front or back door but shall be split glass doors or full glass.*
- b. Frame color to match door or trim color.*
- c. Wooden screen doors are not permitted.*
- d. Anything other than split glass or full glass storm doors will void a warranty on the front or back door.*
- e. See example below*



17. Swimming Pools and Hot Tubs

- a. *Below ground swimming pools*
 - i. *Must fit within lot lines*
 - ii. *Must include photo, location, plot plan, any additional concrete/lead walk, and drainage detail*
 - iii. *All plumbing must be subterranean*
 - iv. *Must have an approved fence installed prior to construction*
 - v. *Must repair or replace any damaged landscape*
- b. *Hot tubs*
 - i. *Must include photo and location*
 - ii. *Must have a fence or screened in patio approved prior to construction and must be placed on back patio within roof line*
 - iii. *The size must not exceed the original size of patio at construction unless additional concrete material is added. If added, you must provide location and photo of additional concrete.*
 - iv. *It is the homeowner's responsibility to seek any required permits from City of Murfreesboro*
 - v. *Must repair or replace any damaged landscape*
 - vi. *See example*



18. Trash

a. *Trash Enclosures*

i. *Landscape*

1. *Must be placed on a level base of concrete/pavers*
2. *Must use evergreen plant material, spaced 2-3' apart*
3. *Must repair or replace any damaged landscape*
4. *See example*

