

Devon Hills Community Association

## Use Restrictions

Article XII  
Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association, business offices for the Association, or model apartment of condominium units) as may more particularly be set forth in this Declaration, amendments hereto or subsequently recorded declarations creating associations subject to this Declaration. The declaration or other creating document for any other association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make, to modify, and to enforce standards and restrictions governing the use of Units and Common Area, including common property of any Neighborhood Association, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, swimming pools, tennis courts, community center and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by Voting Members representing a Majority of the total Class "A" votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

Section 1. Signs. No sign of any kind shall be erected within the Properties without the written consent of the Board of Directors unless such sign is in strict compliance with regulations adopted by the Board. The Board of Directors and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate.

Section 2. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units or appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage or as otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Section 3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, kept, or permitted on any Unit, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. Pets shall not be permitted to roam free, and if they do, or, in the sole discretion of the Association if they endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any property located adjacent to the Properties, any permitted animal, livestock or poultry shall be removed upon request of the board; if the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Owners shall observe the leash law ordinances of the Metropolitan Government of Nashville, Davidson County, Tennessee.

Section 5. Nuisance and Hazardous Substances. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any Hazardous Substance (as herein defined), substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of any other Unit. No Hazardous Substance shall be incorporated in the construction of any improvement on any Unit. Hazardous Substances shall mean: Any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous or toxic substance, or other similar term, by any federal, state, or local environmental statute, regulation, or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations, and ordinances may be amended from time to time, including, without limitation, asbestos in friable form and petroleum products. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or 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 Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. 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 unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No inoperable or abandoned vehicles shall be parked on any street.

Section 7. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an

aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any Unit. Trash and garbage shall not be allowed to sit on or in front of any Lot. Garbage and trash to be picked up shall be placed in heavy plastic bags or in plastic or metal garbage cans and shall be put outside for pick-up no earlier than the morning of the day(s) of pick-up.

Section 9. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units which it owns prior to conveyance by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the NCC. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration and shall draw water only from city or county water supplies or wells, unless otherwise approved.

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Section 13. Trailers and Temporary Structures. Except as may be permitted by the NCC during initial construction of Units, no utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties.

Section 14. Drainage. 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 rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 15. Tree Removal. No trees shall be removed from any portion of the Properties by any person other than Declarant unless approved in accordance with Article XI of this Declaration.

Section 16. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create traffic or sight problems.

Section 17. Utility Lines. Except as installed or approved by Declarant, no overhead utility lines, including lines for cable television, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 18. Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

Section 19. Lighting. Except for seasonal Christmas decorative lights, which may be used between December 1 and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in accordance with Article XI of this Declaration.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

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Section 22. Mailboxes. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Declarant.

Section 23. Leases. Except as otherwise provided in this Section in the case of undue hardship, the leasing of a Unit or Units shall be prohibited. The Board of Directors shall be empowered to allow reasonable leasing of Units to avoid undue hardship, including, but not limited to, (a) where a Unit Owner must relocate his or her residence and cannot, within ninety (90) days from the date that the Unit was placed on the market, sell the Unit for at least the current appraised market value, after having made reasonable efforts to do so; (b) where the Owner dies and the Unit is being administered by his or her estate; or (c) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Unit, in which

case the Unit Owner must reapply at the end of the lease term for renewal of the hardship exception. Those Owners who are required to demonstrate and have demonstrated that the inability to lease their Unit would result in undue hardship and who have obtained the requisite approval of the Board may lease their Units for such duration as the Board reasonably determines is necessary to prevent undue hardship .

Notwithstanding any provision herein to the contrary, the provisions of the immediately preceding paragraph shall not apply to any leasing transaction entered into by (i) the Owner of a Unit who purchased the Unit from the holder of a first Mortgage, (ii) the holder of any first Mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means pursuant to the satisfaction of the indebtedness secured by such Mortgage, or (iii) the Owner of any condominium unit, apartment unit or townhouse unit, so long as any lease agreement involving an apartment, condominium or townhouse unit is for a minimum term of six (6) months and the relevant apartment, condominium or townhouse association or committee shall have adopted tenant qualification standards acceptable to the Association.

Such leasing as is permitted hereunder shall be subject to reasonable rules promulgated by the Board and the following restrictions. All leases shall be in writing and a copy shall be filed with the Board of Directors, There shall be no subleasing or assignment of leases except with the prior written approval of the Board. No transient tenants shall be accommodated in any Unit. No Unit shall be leased except in its entirety.

Section 24. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties 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 thereon or related to use thereof.

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Section 25. Fences. No fences of any kind shall be permitted on any Unit except as approved in accordance with Article XI of this Declaration.

Section 26. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve Persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include

without limitation, any occupation, work or activity undertaken on an ongoing basis which includes the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit in accordance with Section 23 of this Article shall not be considered a trade or business within the meaning of this Section.

Section 27. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon, in or under any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

### Article XIII General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.