



Article IX Restrictions

9.1. Residential Use. No Lot shall be used for any purpose other than private, single family residential purposes.

9.2. Occupancy Permit. No dwelling upon any Lot may be occupied prior to the issuance of a final use and occupancy permit for it by the applicable governing authority and approval of the ARC.

9.3. Leasing. No dwelling upon any Lot shall be leased by an Owner except by a written lease. The lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of the Governing Documents, which shall be expressly incorporated into the lease. Upon request by the Board, the Owner of a Lot shall deliver to the Board within ten (10) days a copy of the lease for the Lot. Failure to comply with this Declaration shall be a default under such lease.

9.4. Yards and Landscaping. Lawns shall be maintained in a neat and orderly fashion so that the grass does not become overgrown. In the event an Owner fails to maintain their lawn as provided in this paragraph after three (3) days written notice to do so, the Board shall have the right to complete the lawn maintenance and the cost thereof shall be a lien against the Lot to secure the repayment of such amounts. Yard art and water features shall not be permitted in the front yard or otherwise visible from any street.

9.5. Fencing. No fence shall be installed or maintained in the front yard of a Lot. All fencing installed on any Lot must be either privacy or picket style fencing and must be constructed with vinyl, wood, or composite boards in either white or neutral colors. No fence located within a drainage easement, stormwater easement, or other similar easement shall be permitted to interfere with drainage, and any fence that does interfere with drainage in any such easement shall be relocated or modified at the sole expense of the Owner. No fence shall be more than six (6) feet in height, unless otherwise approved by the ARC. Chain link and wire fences are specifically prohibited. No fence shall be installed without prior ARC approval.

9.6. Clotheslines and Lighting. No clotheslines or clothes hanging devices shall be permitted on any Lot. Outside lights at eaves and door entrances, flood lights, and spot lights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots. Exterior flashing lights shall be prohibited. Any walkway, driveway, or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restrictions must be approved by the ARC.

9.7. Swimming Pools and Spas. Swimming pools, hot tubs, and spas may be constructed or installed in the rear yard of Lots for the use of Owners and their guests without ARC approval so long as: (a) they are of a permanent nature and are below ground level; (b) the location complies with the minimum setback requirements shown on the Plat; (c) all applicable laws, ordinances, rules, and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the Owner at Owner's expense; (d) such swimming pools, hot tubs, and spas are



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hidden from neighboring Owners by permitted privacy fencing; and (e) construction or installation is not commenced until after the commencement of the construction of the dwelling. No other swimming pools, hot tubs, or spas may be constructed or installed on a Lot without ARC approval.

9.8. Outside Recreation Equipment. An Owner may locate or install one (1) portable or in-ground basketball goal on the side of the driveway that is farther from the center of the house without ARC approval. No basketball goal shall be located or installed adjacent to, in, or over a street at any time. All other playground and recreational equipment (e.g., swings, slides, trampolines, playhouses) must be approved by the ARC prior to installation and must be located to the rear of the Lot.

9.9. Antennas and Solar Panels. An Owner may install an antenna or satellite dish covered by the Federal Communications Commission's Over-the-Air Reception Devices rule, as that rule may be amended from time to time, without ARC approval. No other antenna or satellite dish may be installed without ARC approval. No solar panels shall be permitted on any Lot without ARC approval.

9.10. Flags. No ARC approval shall be required for an Owner or occupant to display the flag of the United States of America, the current flag of the State of Tennessee, or an official or replica flag of any branch of the United States armed forces on a Lot in accordance with the provisions of 4 U.S.C. §§ 5–10, the U.S. Flag Code (36 U.S.C. 10), and usual and customary practice. The Board may promulgate reasonable rules and regulations with respect to the display of flags in the Development Property, including, without limitation, regulating the size of flags that may be displayed and imposing reasonable time, place, and manner restrictions pertaining to the display of flags on a Lot in the Development Property; provided, however, no such rule or regulation shall have the effect of prohibiting any Owner or occupant from displaying the flag of the United States of America or an official or replica flag of any branch of the United States armed forces on any Lot in the Development Property in contravention of the Freedom to Display the American Flag Act of 2005 or Tenn. Code Ann. 66-27-602.

9.11. Window Units / Treatments. All supplements to the central air conditioning system must be used, erected, placed, or maintained on the rear of the dwelling structure. No window or wall type air conditioning system shall be permitted to be seen from the street view of any Lot and all such systems shall be installed flush with the exterior wall surface. Except for blinds and curtains, all window treatments that are visible from any street or Common Area shall be subject to approval of the ARC, in its sole discretion.

9.12. Detached and Temporary Structures. An Owner may construct or locate one (1) detached shed in the rear yard of a Lot within a privacy fence if the ARC approves an engineered shed design plan submitted by the Owner. All other detached structures must be approved by the ARC, in its sole discretion, and located in the rear yard. No trailer, camper, garage, tent, shack, barn, shed, carport, or other outbuilding shall be erected, moved onto, stored, or used on any Lot as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

9.13. Detention Pond. Any detention pond or detention area, which encroaches on or lies wholly or partially within any Lot, shall not be filled, disturbed, or altered in any way by the Owner. The visible areas of these detention ponds or detention areas will be maintained and mowed within the boundaries of same as shown on the Plat.

9.14. Curb Cuts and Damage. Any Owner who makes a curb cut or damages any Common Area shall be responsible for repairing same at such Owner's sole expense and at the direction and to the satisfaction of Declarant during the Appointment Period and thereafter the Board. Any such Owner shall reimburse Declarant or the Association for the cost of any such repairs, if Declarant or the Board repairs the damages.



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9.15. Garage/Yard Sales. Garage sales or any other similar private or public sale of goods, personal property, or services shall be held only on specified days and at specified times on a community wide basis and in accordance with any Rules and Regulations to be established by the Board in connection therewith.

9.16. Garbage Disposal. Trash, garbage, or other waste shall be kept in sanitary containers and shall be disposed of in a clean and sanitary manner. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept inside the garage or other designated area serving the Lot in question. No garbage cans, trash containers, recycling containers, or any other such trash receptacles shall be placed or permitted to remain at the curb except during a twenty-four (24) hour period surrounding the designated date and time for trash pickup as set by the provider of said services.

9.17. Vehicle Storage. No mobile home, motorhome, bus, camper, boat, watercraft, trailer, dump truck, or semi-truck may be parked or stored on any street, on any driveway, or in any other location within the Development Property except a garage, unless said vehicle is necessary for and being used in the development, construction, repair, or service of the Development Property. In addition to the foregoing, no commercial vehicle shall be parked on any street, on any driveway, or in any other location within the Development Property except a garage for periods of time exceeding twelve (12) consecutive hours or for more than seventy-two (72) hours in any calendar week. For the purposes of this paragraph, "commercial vehicle" shall mean any car, truck, van, or trailer not owned by or exclusively used by an Owner that: (a) is used to transport tools, materials, or supplies, (b) is used to deliver or pick up goods, or (c) contains onboard/built-in devices or hardware that are designed to provide maintenance, installation, or repair services.

9.18. Vehicle Service. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on any street, on any driveway, or in any other location within the Development Property except a garage. Vehicles may not be assembled or serviced unless completely hidden from public view. For purposes of this paragraph, "serviced" shall not be deemed to include the cleaning, washing, or polishing of a vehicle; the changing of oil, lubricants, anti-freeze, or other fluids; or the replacing of air, oil, or other filters used in the vehicle.

9.19. Parking and Entertainment. All Owners shall park their vehicles first, to the extent possible, in the garage for that Lot, if applicable, and then in the driveway. Owners shall take all steps necessary to keep garage doors closed except for such limited and reasonable periods of time which may be necessary for access and repair. Vehicles may not be parked on grass or yard areas, except while entertaining. No Owner shall permit any vehicle to remain parked on any street within the Development Property for a period of more than seventy-two (72) consecutive hours. Any vehicle which remains parked on the street in violation of the foregoing covenant, or in violation of any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Lot visited by such vehicle owner. Declarant, the Association, and the Board shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor shall they be guilty of any criminal act by reason of such towing. Neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used in this paragraph shall include, without limitation, automobiles, trucks, vans, motorcycles, scooters, golf carts, and all-terrain vehicles.

9.20. Livestock, Poultry, and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. At all times when such household pet is not confined on the Lot of its owner, said pet shall be leashed or otherwise under the immediate control of the Person(s) with it. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet anywhere other than on the Lot of its owner.

Homeowners/Buyers: For assistance please fill out the contact form at - <http://www.ambercresthoa.net/contact/>



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9.21. Codes. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions, and other regulations applicable to such Owner's Lot. In the event of any conflict between any provision of such code, regulation, or restriction and any provision of this Declaration, the more restrictive provision shall apply.

9.22. Signs. Except for warning signs posted under the conditions described in Tenn. Code Ann. 66-27-603, no sign, billboard or poster of any kind shall be permanently displayed upon any Lot. The Board may adopt reasonable rules regarding the placement and manner of display of warning signs posted under the conditions described in Tenn. Code Ann. 66-27-603. An Owner may temporarily display nonpolitical and noncampaign signs (e.g., "For Sale" signs) without ARC approval so long as: (a) each such sign has a surface area of six (6) square feet or less; (b) no more than two (2) such signs are displayed per Lot; (c) no such sign is placed outside the boundary of the Lot, within any right-of-way, Common Area, or Lot owned by another Person; and (d) each such sign complies with rules that may be adopted by the Board from time to time. In accordance with the Tennessee Freedom of Speech Act, an Owner may display political and campaign posters and signs without ARC approval during the period beginning sixty (60) days before an election and ending the day after the next subsequent election so long as each such sign has a surface area of six (6) square feet or less. The Board may adopt additional reasonable rules regarding the placement of temporary political and campaign posters and signs so long as such rules comply with the Tennessee Freedom of Speech Act, as such act may be amended from time to time.

9.23. Hobbies. The pursuit of hobbies that are inherently dangerous shall be conducted only in garages and such activities must not be visible from streets, Common Areas, or neighboring Lots. Activities such as 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 without the consent of the Board, which may be granted in the sole discretion of the Board.

9.24. Noise. No Owner shall cause or allow any use of such Owner's Lot that results in noise which disturbs the peace and quiet of the Development Property. This restriction includes, without limitation, dogs that disturb Owners by barking, whining, or howling loudly and frequently, exterior music systems, public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot.

9.25. Nuisances. Each Owner shall refrain from any act or use of such Owner's Lot that could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighboring Lots. No noxious, offensive, or illegal activity shall be carried out upon any Lot.

9.26. Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on or within the Common Area and such prohibition shall be final and binding on all Owners.

9.27. Compliance and Penalty. Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance with any provision of this Article, including, without limitation, assessment of fines or corrective action to bring any violation into compliance. The Owner shall, upon demand, immediately pay the fine or reimburse Declarant or other performing party for all costs incurred, including reasonable attorneys' fees. Declarant and thereafter the Association shall have a lien on the Lot and Improvements thereon to secure payment of fines or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.