

# Poplar Creek Estates HOA

Covenants and Restrictions Orientation Meetings

February 16, March 05 & 15, 2016

*A Presentation by the Poplar Creek Estates HOA Board*

*Bellevue Library, 720 Baugh Road, Nashville, Tennessee 37221*

# Presentation Summary

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- *From Build Phase to Maintenance Phase*
- *Review of Existing Covenants*
- *Architectural Review Committee*
- *The Benefits of a Homeowners' Association*
- *Questions*

# From Build Phase To Maintenance Phase

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- *Drafted by developers without homeowner input*
- *Designed to establish basic amenities and facilitate construction*
- *Need for updates to promote stable and rising property values*

# Review of Existing Covenants

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## *Article I – Definitions*

Common Areas, Declaration, Developer, Site, Lot, Owner, Properties, Member, Person, and Poplar Creek Estates are defined for the document.

## *Article II – Properties subject to this declaration*

Defines the physical property of PCE and permits the Developer to expand it; permits complementary additions and modifications of the Covenants to govern the added properties as may be necessary.

## *Article III – Property use requirements*

Establishes the **Architectural Review Committee** (ARC) of 1-5 members (specified as 3 members in 1987 Bylaws) to be appointed by the Board of Directors.

Generally requires **ARC approval** for any construction, erection, or movement of structures on a property; requires ARC to respond within 45 days of submission.

Clarifies that the **ARC's purview** extends not only to the items specified herein, but also to their “proposed workmanship, materials, placement of materials, energy conservation, harmony of exterior design (including both texture and color), finished grade level and appropriateness within the existing community.”

# Review of Existing Covenants



- Requires that all **boats or large vehicles** be parked off the street, in a garage or at the side or rear of a home.
- **No temporary building**, trailer, mobile home, shack, tent, etc. may be placed upon any lot for any reason (except the Developer).
- Establishes **general yard maintenance** rules regarding lawn height (8 inches), removal of rubbish, and trimming of shrubs. Permits the HOA, ARC, or Developer to notify homeowners of a violation of these rules and, if they “fail and refuse to comply with a reasonable request to observe this restriction,” empowers the notifying entity to enter onto the property, do the work, and bill the homeowner or occupant; entitles the entity to a mechanic’s lien.
- “**No business, trade, profession or commercial activity** or calling of any kind shall be conducted in any building or on any lot or lots, provided that this restriction shall not be construed so as to interfere with the right of members of recognized professions to receive the usual and ordinary calls at their homes though they shall not maintain offices for the sale of goods, regular consultation or treatment in their home.”
- “**No solicitation, signs**, advertisements, billboards, or advertising structures of any kind shall be erected” except a for-sale sign.
- **Prohibits satellite dishes** and outbuildings of any kind unless approved by the ARC.

# Review of Existing Covenants

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## *Other Article III provisions*

- Homes must be for single family use, of specific minimum square footage, 80% brick (dryvit by approval), have a garage, driveway, and walkway (the latter two must be made of aggregate concrete). Prohibits division of lots without approval.
- Prohibits animals other than house pets and bars related commercial activity. Requires pets to be sheltered inside and prohibits dog houses without ARC approval.
- Prohibits clotheslines and metal storage buildings.
- Requires brick mailbox or one of a specific style, painted green, with white lettering.

# Review of Existing Covenants



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## Article IV – Association, membership and voting rights

- Creates the **Poplar Creek Homeowners' Association** for the purposes of maintaining common areas, unifying homeowners in pursuit of mutual advantages, and enhancing property values.
- Permits (and sometimes requires) the HOA Board to suspend the voting rights and use of common areas for a homeowner who is in default on an annual, special, or periodic assessment, or who has violated rules established by the Board (following a hearing).
- Limits fees to those established by the Covenants, Bylaws, or Developer.
- Members may vote by **written proxy**, which shall be valid for no longer than 11 months.
- Votes shall be voice votes unless a majority of those present call for a written ballot.
- The Developer retains the rights to appoint at least one member of the Board for the first ten years.
- (The 1987 Bylaws require 1/10 of all homeowners to be present in person or by proxy to reach a quorum.)

# Review of Existing Covenants

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## *Article V – Common area property rights*

-All homeowners and their families (or their tenants) shall have the right to enjoy common areas unless they are delinquent in paying a charge (or have violated a rule [[Article IV]).

-Use can be limited to owners, families and guests.

-By a two-thirds vote, the Association can transfer any rights to the common areas to a public agency, authority, or utility.

-The Board can grant an easement for the development of infrastructure in common areas.

# Review of Existing Covenants



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## Article VI – Covenant for maintenance assessments

- Allows for a monthly or annual assessment toward a **maintenance fund**, which shall be used to maintain and beautify common areas and passageways; provide properties, services, and facilities that promote the health, safety, and welfare of residents; employ a general manager and other personnel; procure and maintain insurance; employ attorneys, accountants and other personnel whom the Directors may determine to be useful, etc.
- Unpaid dues shall cause a **lien** (subordinate to lien of any deed of trust [mortgage]) against the delinquent site, including attorney's fees.
- The Association may levy a **special assessment** with a two-thirds vote.
- The Board shall fix the **annual fees** 30 days prior to January 1 each year, or the existing fee will persist. Due dates shall be established by the Board.
- The Association may bring legal action against any Homeowner delinquent in paying an assessment or foreclose the lien created against the site.
- If the Association fails to maintain common areas, the Metropolitan Zoning Administrator shall provide for upkeep in yearly periods, charging the Association until it is capable of performing its own maintenance.

# Review of Existing Covenants

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## *Article VII – Easements*

Establishes easements for certain utility and emergency use, and extends to each site any easement set forth on its recorded plat(s).

## *Article VIII – General provisions*

Establishes the duration of the Covenants, to expires December 31, 2015 and be renewed automatically for successive ten-year periods thereafter. Provides that they might be **amended by the affirmative vote of two-thirds of all homeowners.**

Allows for legal action to be taken in response to a violation of these Covenants.

Clarifies that section headings are purely added for convenience and do not modify the paragraphs to which they refer.

# Architectural Review Committee

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## *Architectural Review Committee (ARC)*

- *Composition*
- *Role*
- *Process & Decisions*

# Architectural Review Committee

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## *Composition*

- *Board Chosen & Appointed*
- *Minimum of 3 Board Members*
- *One of Three chosen as Chair by Board*
- *Annual Term*

# Architectural Review Committee

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## *Role & Responsibility*

- *Monitor & Enforce HOA Rules & Regulations*
- *Review Submitted Architectural Documents*
- *Approve/Disapprove Submitted Documents*

# Architectural Review Committee



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## *ARC Review/Decision Process (part 1)*

### ➤ *Architectural Improvement Document Submitted*

- Email, Fax (business office), PCE Website, Mailbox

### ➤ *ARC Chair Reviews Submitted Document*

- Maximum 45 days for review
- ARC Chair (after review) shares request with other ARC Members
- ARC reaches decision or refers to full Board for additional review/opinion

### ➤ *Review Criteria*

- Compliance to rules and restrictions
- Safety excluded
- Adherence to codes excluded
- Property lines excluded
- Personal preferences excluded

# Architectural Review Committee



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## *ARC Review/Decision Process (part 2)*

### ➤ *Decision*

- Homeowner notified of decision in writing
- Approval document details specifics of approval
- Homeowner confirms agreement and signs document of approval

### ➤ *Homeowner Responsibilities Associated with Approvals*

- Adherence to property lines
- Adherence to setback requirements
- Adherence to local codes related to structures and permits
- Location of utilities (when required)
- Disturbance/alteration to drainage
- Timely cleanup and restoration of worksite at completion

# Questions

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A photograph of a brick sign for Poplar Creek Estates. The sign is mounted on a brick wall and features the text "POPLAR CREEK" on the top line and "ESTATES" on the bottom line. The sign is surrounded by green bushes and a large green tree in the background.

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## *Keep the Discussion Going*

Sign up for the PCE “Owners Only” contact database at the sign-in table, or by emailing [williamjarth@gmail.com](mailto:williamjarth@gmail.com)

Look for more information about this process in emails and on [www.poplarcreekestates.org](http://www.poplarcreekestates.org)