DOGWOOD CREEK

HOMEOWNER'S ASSOCIATION

BY-LAWS

**ARTICLE I - TITLE AND FUNCTION**

**SECTION 1** - The name of the association shall be the Dogwood 1 Homeowner's Association, hereafter referred to as the *Creek Club.*

**SECTION 2 -** The function of the *Creek Club* shall include the following:

a. To promote and stimulate interest in the Dogwood Creek 1 area among its members and prospective members;

b. To provide an opportunity for residents of Dogwood Creek 1to become better acquainted.

c. To assist in the enforcements by the developers of Dogwood Creek;

d. To maintain the grounds at the entrance at Poplar and Scruggs. Ave;

e. To promote an opportunity for members to take cooperative action in matters of mutual concern;

f. To establish and maintain contact with neighboring subdivisions, insuring cooperation on matters of join interest, and mutual support of each other's activities;

g. To provide a means of communications among members with residents of adjacent areas, with similar organizations, with governmental agencies and with utilities concerning services and matters of general concern to members;

h. To foster civic interest in members;

i. To elect a Board of Directors and/or officers once each year by popular vote of all members;

j. To conduct such activities as may be in keeping with its principal objectives;

k. To conduct such activities as may be in keeping with its principal objectives;

l. To have, hold, exercise and enjoy, in furtherance of the purposes set forth above, all of the rights, powers and privileges as may be necessary, convenient or expedient in order to accomplish the purposes set forth above.

**ARTICLE 2 - MEMBERS**

**SECTION 1** - There shall be one class of members. All members shall have the same rights, privileges, duties, liabilities, limitations and restrictions.

**SECTION 2** - Any family who resides in and owns a home or lot in Dogwood Creek 1, who agrees to abide by the By-Laws of the Association becomes a member of the Homeowner's Association upon payment of the maintenance fee as set forth in Article 2.

**SECTION 3** - The annual maintenance fee shall be $40.00 payable each year by September 15th. Notices of renewal shall be mailed 30 days before present membership expires. A 30 day grace period shall prevail, and notices shall be mailed to members whose maintenance fees are not paid and fees not collected within one month after date due shall automatically suspend membership status.

**SECTION 4** - Every homeowner shall have the right at any meeting of the members to case one vote (maximum two per household) on any matter submitted to a vote of members unless his/her maintenance fees and pledges are then unpaid; this right to vote may be exercised in person or by signed ballot.

**SECTION 5** - In no event shall membership be transferred to any person or homeowner other than to the party it was originally issued.

**ARTICLE 3 - OFFICERS**

**SECTION 1** - The Officers of the Creek Club shall be President, Vice President, Secretary and Treasurer. The duties of these officers shall be as follows:

a. Preside at all quarterly business meetings of the Creek Club and Board meetings, conducting them by formal order of business.

b. Serve as ex-officio member of all committees except the committee on nominations;

c. See that all directives/resolutions of the Board are carried out;

d. Appoint standing and special committees with the approval of the Board;

e. Co-sign all official correspondence and/or authenticated documents of the Creek Club;

f. Represent the Creek Club when necessary as official representation for the purpose of advancing the objectives and policies of the organization.

**SECTION 3 -** Vice President shall:

a. Assume all duties of the office of the President during the absence or inability of the President to act;

b. Perform such duties as may be delegated to him/her by the President or prescribed Board of Directors.

**SECTION 4** - Secretary shall;

a. Take accurate minutes of the proceedings of the meetings of the Board and all quarterly and special meetings of the Association, and record them in a permanent form to be kept for the Association; and shall perform other secretaries duties as assigned by the Board.

b. Type minutes of the stated meetings, an original and 3 copies, and distribute them within the month from the meeting date to:

(1) Original - Secretary

(2) Second copy - President

(3) Third copy - Vice President

(4) Fourth copy - Treasurer;

c. Allow the records to be inspected by any member at any responsible time for proper performance of Association duties;

d. Maintain the records from this office for the Creek Club's permanent file as prescribed by the Board;

e. Give notice of all regular and called meetings 10 days prior to meeting;

f. Shall keep and accurate roll of all current members (names addresses, and phone numbers);

g. Notify all applicants of their acceptance as members.

**ARTICLE VI - STANDING COMMITTEES**

The President with the approval of the Board, shall appoint such committees as may be deemed necessary or desirable to perform the functions of the Association and shall define their duties. Among the committees appointed by him/her shall be the following standing committees:

**SECTION 1 - Social**

This committee is responsible for the Creek Club's social activities, and shall endeavor to so schedule its activities to be self-supporting. Each activity must present a proposed budget to the Board of Directors for approval before commitment is made;

**SECTION 2 - Block Captains**

This committee is responsible for communication between members of the Creek Club and the Board of Directors. It is also responsible for contacting new residents in Dogwood Creek 1 to make them welcome and solicit their membership in the Association.

**SECTION 3 -** Ways and Means

This Committee is responsible for raising additional funds beyond maintenance fees for the Association.

**SECTION 4** - Area Improvements

This Committee is responsible for contact with Germantown at all levels and the developers on behalf of the Association. To present to such persons the needs, wants, and desires of the members of the Association for the betterment of Dogwood Creek 1.

**SECTION 5** - Sunshine

This committee is responsible for providing assistance to residents of Dogwood Creek 1 in times of need.

**SECTION 6** - Program

This committee is responsible for planning a program calendar, with the approval of the Board of Directors, contacting speakers and writing appropriate notes of appreciation.

**SECTION 7** - Beautification

This Committee is responsible for those areas of need within Dogwood Creek 1 as specified by the Board of Directors;

**SECTION 8** - Recreation

This Committee is responsible for providing opportunities for recreational activities among the members of Dogwood Creek 1 Homeowner's Association.

**ARTICLE VII - Nominations and Elections**

**Section 1 -** Nominations

a. A nominating committee is to be made up of one Board member and four members in good standing for the general membership. This committee shall be selected 60 days prior to the May Business Meeting. Said committee shall meet prior to the giving of notice of the business meeting and shall prepare a slate of candidates to be elected. Nominees shall have consented to serve before being placed on the ballot.

b. The names of persons nominated as candidates shall be made known to the members in the notice of the Business Meeting at least 21 days prior to said meeting.

c. Nominations may be held at the May Business Meeting on the day designated, if nominee has consented to serve if elected.

**SECTION 2 - Elections**

a. Elections shall be held at the May Business Meeting on the day designated.

b. Election shall be by secret ballot and plurality of quorum vote shall elect candidate.

c. Members unable to attend can obtain a ballot from President and vote prior to meeting for those candidates placed in nomination by nominating committee.

d. An election committee shall be appointed by the President to conduct the election and report the results to the meeting before adjournment.

**ARTICLE VII- QUARUM**

The quorum of the Creek Club shall be considered 15% of its members in good standing.

**ARTICLE IX - FISCAL YEAR**

The Fiscal year shall be September 15th through September 14th of the following year.

**ARTICLE X - PARLIMENTARY AUTHORITY**

The By-Laws may be amended by any of the following procedures:

1. a two-thirds vote of the assembly, with previous notice having been given to all members of this Association with official notice of the meeting.

2. A four-fifths vote in the meeting, with previous notice having been made available, at least twelve hours before the vote, to all members registered at the meeting; and

3. A nine-tenths vote in the meeting, without previous notice.

Adopted September 24th, 1985

**RESTRICTIONS**

(A) All lots in the tract shall be known and described as residential lots and are not to be resubdivided into smaller lots.

(B) No building shall be erected, placed, or altered on any lot in this subdivision until the building plans, specification and plot plan, showing the location of such building, shall have been approved in writing as to conformity and harmony with existing structures in this subdivision, and as to location of building with respect to topography and finished ground elevation, by Dogwood Creek, Inc., or by a representative duly appointed by said Corporation. In the event that said Corporation, or its designated representative, fails to approve or disapprove such design and location within a period of thirty (30) days after said plans and specifications have been submitted to them, or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with. Neither the members of the Corporation, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the Corporation, and its designated representative, shall cease to and after January 1, 2002. Thereafter, the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointed a representative or representatives, who shall thereafter exercise the same previously exercised by the committee.

(C) Dogwood Creek, Inc., reserves unto itself the right to impose additional and separate restrictions at the time of sale of any of the plots sold by it in this subdivision, which said restrictions may not be uniform, but may differ as to different plots.

(D) No structure shall be erected, place, altered, or permitted to remain on any lot in this subdivision, other than one detached single-family dwelling of not more than two stories in height with one private garage for not more than three (3) cars and one servants house having not more than two rooms and inside toilet. Garage and servants house shall be not more than one story in height.

(E) The minimum setback from street to building shall meet the approval of the building department of Shelby County. The minimum setback from U.S. Highway 72 shall be 60 feet.

(F) No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(G) No trailer, basement, tent, shack, barn or other outbuilding, erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(H) There is a perpetual easement as shown on the recorded plan of a subdivision reserved for utility installation and maintenance and drainage.

(I) The minimum ground floor area of single-family dwellings exclusive of one-story open porches and garages, shall be 2050 square feet for a one-story dwelling; and 1400 square feet for a one and one-half or two-story dwelling, provided that the sum of the upstairs and ground floor area in not less than 2050 square feet.

(J) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 2002, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(K) If the parties hereto, or any of them, or theirs heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for an other person or persons owning real property in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(L) Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effort,

AMENDMENTS APPROVED AT MARCH 25, 1986, GENERAL MEETING

1. All new fences, swimming pools, patios, or additions be submitted in writing fourteen days prior to the beginning of any construction, to the Dogwood Creek Homeowner's Association Board for approval.

2. Reasonable time limits shall be set for completion of all visible outside improvements, including, but not limited to, fences, swimming pools, patios, additions, landscaping or landscaping construction.

3. Elimination of all RV's, trailers and boats not screened from the street. No such unscreened, trailer, or boat shall be stored upon homeowner's property for a period in excess of 30 days.

4. It will be assumed that membership DCHA be unanimous among Dogwood Creek property owners and that the fee be increased to $25.00 yearly.

5. Copy of current and additional rules be recorded with the Real Estate Board and County Registrar.

6. An enforcement and Review Committee shall be established. The committee shall review and approve any and all submissions of plans for additions and/or new construction to ensure compliance with restrictions, rules, and regulations of DCHA. In the event a violation of any restrictions, rules or regulations of the DCHA becomes known to a homeowner, then notice of such violation shall be given by the homeowner to the chairman of the committee. The chairman of the committee shall designate a member of the committee to contact the homeowner who has violated the restriction, rule, or regulation of the DCHA, to request compliance of the aforementioned restriction, rule, or regulation of DCHA. If the situation is not corrected within a reasonable time period, then the committee shall report such violation to the DCHA Board of Directors. The board shall decide whether or not to bring before the general membership the question of instituting legal action to enforce the compliance of the violated restriction, legal action to enforce the compliance of the violated restriction, rule, or regulation. The Board of Directors shall meet within three (3) days from a request of the Enforcement and Review Committee, to be followed by a membership meeting within ten (10) days thereafter.

7. A legal fund be set aside from the maintenance fees and/or voluntary contributions, for implementation or any legal action pursuant to the enforcement of the above covenants and restrictions/rules.

AMENDMENT APPROVED AT MARCH 26, 1987, GENERAL MEETING

Any future, new, remodeling of, or additions to carports and/or garages - the door/doors should be (within a few degrees) at a right angle to the sidewalk at the front of the house, parallel (within a few degrees) with the sidewall of the house.

AMENDMENT APPROVED AT NOVEMBER 16, 1985, GENERAL MEETING

1. Driveways, walks, and other areas where vehicles might be parked shall be "poured in place" concrete, or hot mix asphalt. Any other type of material must be approved by the general membership of the DOHA.

2. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lots, except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.

3. No unscreened recreational vehicles, trailers, boats, or other trailered vehicles shall be stored upon the homeowners property for a period of in excess of thirty days. This changes the wording of Amendment 3, approved March 25, 1986, by the general meeting and recorded at the Shelby County Tennessee Register's Office.

4. No wire fences of any type are permitted if visible from the street.

5. It is the purpose of the covenants and the goal of the Homeowner's Association to maintain an attractive neighborhood for the enjoyment of the residents, and to protect and preserve the property values of the homes within the subdivision. Therefore, any complaint that a homeowner has acted in any manner

adversely affects property values shall be resolved by the Homeowner's Association as follows:

a. The parties involved in the dispute shall meet with the appropriate committee of the Homeowner's Association to discuss the dispute in detail. The committee will then render its decision.

b. The committee's decision may be appealed to the general body of the Homeowner's Association at its next meeting by placing the dispute on the agenda. The issue will then be decided by simple majority of those present at such meeting of the general body of the Homeowner's Association and such decision shall be final. Quorum requirements at such meeting shall be the same as those required for changing the Bu-Laws of the Homeowner's Association.

c. Failure to appeal the committee's decision in the manner set forth above shall render the committee's decision final.

d. For any decision which has been rendered final, the Homeowner's Association shall have the right to enforce such final decision by any proceeding at law or in equity and shall further have the right to recover any and all expenses incurred in enforcing such final decision including, but not limited to, court costs and reasonable attorney's fees.

AMENDMENT APPROVED AT AUGUST 16, 2001, GENERAL MEETING

It will be assumed that membership in DCHA be unanimous among Dogwood Creek property owners, and that the fee be increased to $40.00.

AMENDMENT APPROVED AT SEPTEMBER 25, 2007, GENERAL MEETING

It will be assumed that membership in DCHA be unanimous among Dogwood Creek property owners, and that the fee be increased to $55.00.

AMENDMENT APPROVED AT JULY 21, 2014, GENERAL MEETING

The use of storage buildings is approved for Dogwood Creek property owners per Germantown code.

AMENDMENT APPROVED AT OCTOBER 4, 2016 GENERAL MEETING

It will be assumed that membership in DCHA be unanimous among Dogwood Creek property owners, and that the fee be increased to $75.00.

AMENDMENT APPROVED AT August 17, 2019 GENERAL MEETING

It will be assumed that membership in DCHA be unanimous among Dogwood Creek property owners, and that the fee be increased to $100.00.

NOTES FOR NEW NEIGHBORS

For a complete list of City of Germantown restrictions, please visit: http://www.germantown-tn.gov/

**DCHA SOCIAL ACTIVITIES**

Easter Egg Hunt

Summer BBQ

National Night Out (August but Germantown observes in October)

Couples Holiday Dinner (December)

TIP: *You might be wondering where your main water shut-off valve is. Some homes have a main shut-off valve on the interior well where the water line enters the house. In our Germantown home, we discovered that the main shut-off is in a curb box out-side near the street - located approximately in the middle of the property. You will need a special "curb away" to turn the water on/off from within the curb box. It's sometimes possible to use an adjustable wrench but not always practical. Using the curb key, you only need to turn the valve 1/4 turn to stop/start the flow of water to you home. If you didn't fin a curb key left by the previous owner, you can purchase one for about $10 fro, either Lowe's or Home Depot. If you have an emergency where you need to turn the main water off, having this curb key handy can limit any possible water damage.*

***PLEASE PICK UP AFTER YOUR PETS!***

Trash is picked up on Wednesday mornings. Please refrain from putting trash at the curb any sooner than 6pm the day before as it detracts from the beauty of our neighborhood and is subject to citation in violation of City Ordinances. Trash cans and recycle bins should be removed from the curb by 8am the following collection. In weeks when a designated holiday falls on Monday, Tuesday or Wednesday (Mew Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day) trash collection will be on Thursday.

You must use clear plastic bags for disposing of your yard debris. Bags should be placed curbside separate from trash, and they can be purchased at area retailers (Germantown Hardware, Kroger, Super D, Walgreen's, Lowes, Home Depot).

**Existing Fences** must be maintained in good and structurally sound condition. New fences must have the smooth side facing the street. Fences are required where there is a pool.

The **Nuisance Ordinance** additions include broken windows., sagging gutters, missing roof materials, crumbled deteriorated driveways, peeling and flaking paint, rotten exterior wood., etc. Property owners are responsible from the property they own whether or not they live on the site.

**Garage Doors** must be closed when no one is on the premises and also closed between the hours of 11pm and 5am, unless in use. Materials can't be stored in carports to the extent they block vehicles from parking. No material or equipment may be stored on a porch, except appropriate patio furniture. For fire protections, **house numbers**, should be between 4 to 6 inches tall and visible from the street. Three to five inch numbers on the mailbox are permissible.

**Holiday decorations** may be put up 45 days in advance and must be taken down within 30 days after the holiday.

**Solid waste containers** must be located behind the front line of the house and screened from the street.

**Trash containers and recycling bins** can't be placed at the curb prior to 6pm the day before collection. Containers should be removed no later than 8am the day after collection.

The **grass height requirement** is six inches on most lots. **Lawn areas** must be property planted to prevent soil erosion. Trees, shrubs, and landscaping should be properly maintained. T

The maximum **driveway** width is allowed to expand to accommodate garage doors. No other parking spaces are allowed in the front yard. A permit is required for new but not for existing driveway replacement. The City Engineer may require a survey if necessary to determine the accuracy of application information.

**Home-based businesses** should have no outside employees and customers should not pick up products at that home-based business.

**RV and trailer,** parking for vehicles larger than 8' in height, 20' in length, and 8000 lbs. GVW is restricted.

Enforcement includes issuing courtesy notices for trash concerns, vehicle/RV parking and later issuing violation warning notices and letters. Subsequently, court citation could be issued.