

# The Maples



## Bylaws, Rules & Regulations

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The Bylaws, Covenants, Conditions and Restrictions of the Maples Homeowners Association are the framework upon which the Association is structured. This framework establishes the guidelines for the management of the association and sets forth the responsibilities and privileges of membership.

This booklet contains an uncertified copy of the original Bylaws, Covenants, Conditions and Restrictions. A certified copy containing all amendments is available at the Association office. All documents relating to Association business are public documents, and may be examined by homeowners during office business hours.

Copies of Covenants, Conditions and Restrictions for the Deerpoint Homeowners Association, Section IV Homeowners Association, the Maples Townhouse Homeowners Association, Breakwater Boatdock Association and additional Restrictions for Waterview Estates and Breakwater are also on file at the Association office.

*Please contact the Association manager, Lucy Fox, at 822-3974 for information regarding the Maples Homeowners Association.*

The Maples Homeowners Association  
P.O. Box 590  
Hendersonville, TN 37077-0590

**THE MAPLES HOMEOWNERS ASSOCIATION, INC.**  
**P. O. Box 590**  
**Hendersonville, Tennessee 37077-0590**

**To: Residents of the Maples**

**From: The Maples HOA Board of Directors**

**Subject: HOA Documents**

**Date: October 14, 2020**

As an owner of the property in the Maples, you are automatically a member of The Maples Homeowners Association, Inc. (the "Maples HOA"). The Maples HOA governs all of the Maples Subdivisions. If you live in Cherry Hill Condos, Deer Point, Sterling Cove or the Maples' Townhomes, you are also members of the additional associations that govern those neighborhoods.

Accompanying this memorandum are restated and conformed copies of certain documents that govern the Maples HOA. You can obtain copies of the originals of these documents from the Register's Office for Sumner County, Tennessee.

The following facts may be helpful:

1. Originally, the Maples HOA was known as Music City Homeowners Association. The name was changed to The Maples Homeowners Association, Inc. in 1985.
2. When the Maples was formed, the maximum amount of annual assessment was \$50.00 per lot. The members voted to increase that maximum amount to \$150.00 in 1981 and voted to increase again in 2019. The current maximum amount of annual assessment is \$200.00 per lot.
3. The annual meeting of the members of the Maples HOA is held within the first week in May of each year.

**CONFORMED BYLAWS**  
**OF**  
**THE MAPLES HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I.**

**Definitions**

Section 1. "Association" shall mean and refer to The Maples Homeowners Association, Inc., a general welfare corporation, organized and existing under the laws of the state of Tennessee.

Section 2. "The Proprieties" shall mean and refer to the properties described in Appendix A hereto and such additional property as may be transferred to Association as a part of the development of the Planned Unit Development of Music City Land Development Company, Inc., in Sumner County, Tennessee on land transferred to Music City Land Development Company by deeds of record in Deed Book 300, pages 289 and 291, Register's Office of Sumner County, Tennessee.

Section 3. "Open Areas" shall mean and refer to parks, playgrounds, swimming pools, golf courses, common areas, foot-ways, including buildings, structures, personal properties incident thereto and any other properties owned and maintained by the Association.

**ARTICLE II.**

**Location**

Section 1. The principal office of the Association shall be located at Hendersonville, Tennessee.

**ARTICLE III.**

**Membership**

Section 1. The owner of a membership certificate in Association shall be a member.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments as imposed against each owner becomes a lien against the property against which such assessments are made all as more fully provided in the Covenants and Agreements of the Association.

**ARTICLE IV.**

**Voting Rights**

Section 1. Each certificate of membership shall be entitled to one vote.

**ARTICLE V.**

**Property Rights and Rights of Enjoyment of Open Areas**

Section 1. Each member shall be entitled to the use and enjoyment of open areas and facilities thereon designated by the directors of said association as open for general use, and shall be entitled upon the payments of any special fees or use charges as said directors shall establish from time to time to use any other facilities established under the rules and regulations set up for such special uses.

Section 2. Any member may delegate his rights of enjoyment of the open areas and facilities to the members of his household who reside upon the property or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such member shall notify the Secretary in writing of the name of any such person

and the relationship of the member to such person, and no such person shall have any such right of enjoyment until the Secretary is so notified.

## **ARTICLE VI.**

### **Association Purposes and Powers**

Section 1. The Association has been organized for the purposes set forth in its Charter on file with the State of Tennessee.

## **ARTICLE VII.**

### **Board of Directors**

Section 1. The regulation of the internal affairs of the corporation shall be vested in a Board of Directors of five members, at least four of whom shall be a "member" or one of the household of or a tenant of a "Member."

Section 2. Vacancies in the Board of Directors shall be filled by a majority of the remaining Directors to hold office for the unexpired term of such former Director.

## **ARTICLE VIII.**

### **Election of Directors**

Section 1. The Directors shall be elected by vote of the members and shall serve a term of two (2) years, which term shall commence on June 1 of the year of their election; provided, however, that in order to provide continuity on the Board, each will serve for staggered terms, and therefore the first Board of Directors shall have two members elected for one year (1) terms and three members elected for two year (2) terms; with their successors to serve the two year (2) terms as provided for herein.

Section 2. Such election shall be conducted by an Election Commission consisting of three "members" designated by the existing Directors to conduct elections according to such procedures as the Board of Directors may adopt.

## **ARTICLE IX.**

### **Powers and Duties of the Board of Directors**

Section 1. The Board of Directors shall have power:

A. To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership.

B. To appoint and remove at pleasure all officers, agents, and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, Officer or Director of the Association in any capacity whatsoever.

C. To establish, levy and assess, and collect the assessments or charges as may be necessary and subject to the limitations of the Charter.

D. To adopt and publish rules and regulations governing the use of the common areas and facilities and the personal conduct of the members and their guests thereon.

E. To exercise for the Association all powers, duties, and authority vested in or delegated to this Association, except those reserved to the members in the covenants.

F. To determine to what extent guests shall be allowed to use the various facilities of the Association and to establish rules, regulations, charges and fees to govern such use.

Section 2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting.

B. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

C. To fix the amount of the assessment against each member within the terms and limitations of the Covenant and Agreement between the Association and the Developer.

D. To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and, at the same time:

E. To send written notice of each assessment to every owner subject thereon.

F. To issue or to cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any evidence of any assessment therein stated to have been paid.

## **ARTICLE X.**

### **Directors' Meetings**

Section 1. A regular meeting of the Board of Directors shall be held upon call of the President, or any two members of the Board of Directors.

## ARTICLE XI.

### Officers

Section 1. The officers shall be a president, a vice-president, a secretary, and a treasurer. The president and the vice-president shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out, and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. The vice-president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be *ex officio* the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members.

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of



business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association provided that such checks and notes shall also be signed by the president, or where otherwise authorized, the vice president.

Section 8. The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

## **ARTICLE XII.**

### **Committees**

There shall be such committees as the Directors shall establish from time to time.

## **ARTICLE XIII.**

### **Meetings of Members**

Section 1. There shall be an annual meeting of the membership at a time and place to be designated by the President or the Directors, such meeting to be held within the first week of May of each year.

Section 2. Special meetings of the membership shall be called by the President or manager upon the request of the holders of twenty-five percent of the certificates of membership then issued and outstanding.

## **ARTICLE XIV.**

### **Proxies**

Section 1. At all corporate, meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in the properties.

## **ARTICLE XV.**

### **Books and Papers**

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any member.

## **ARTICLE XVI.**

### **Corporate Seal**

Section 1. The Association shall have a seal in circular form having within its circumference the words: "The Maples Homeowners Association, Inc." or such other words as the Directors shall elect.

## **ARTICLE XVII.**

### **Amendments**

Section 1. These Bylaws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provides further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to the properties may not be amended except as provided in such Covenants and Restrictions.

Section 2. In the case of any conflict between Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in case of any conflict between the covenants and Restrictions applicable to the properties referred to in Section 1 and these Bylaws, the Covenants and Restrictions shall control.

**Sumner County Register of Deeds References:**

Deed Book 431, page 792  
Deed Book 356, page 115  
Deed Book 326, page 1171

**CONFORMED CHARTER OF  
THE MAPLES HOMEOWNERS ASSOCIATION, INC.**

1. The name of the corporation is: THE MAPLES HOMEOWNERS ASSOCIATION, INC.

2. The duration of the corporation is perpetual.

3. The address of the principal office of the Corporation shall be 621 Bonita Parkway, Hendersonville, Sumner County, Tennessee.

4. The corporation is not for profit.

5. The purposes for which this corporation is organized are:

A. To promote the use and development of all open areas as now or hereinafter set forth on any recorded plat or plats of the Planned Unit Development of Music City Land Development Company, in Sumner County, Tennessee on land transferred to Music City Land Development Company by deeds of record in Deed Book 300, page 289 and 291, Register's Office of Sumner County, Tennessee. This use and development may include but is not limited to play fields, forest areas, picnic and camping areas, swimming pools and other recreational facilities, and maintaining and operating such real estate for parks and recreational purposes for the use and benefit of the residents of such development.

B. To accept and hold title to all such real estate designated as open areas under said recorded plat or plats, which may be transferred to this corporation and to lease, purchase or otherwise obtain the use of such other land as may be necessary to facilitate the foregoing purposes.

C. To convey any part of such real estate held by it for open area purposes to such municipality, county, state or other public authority having Jurisdiction over said area and

authority to do so for the operation of a public park and recreational purposes of such governmental authority. Such transfer, however, to be only upon the vote of two-thirds of the number of the votes eligible to be cast at a special meeting of the members publicly called and held for the purpose of approving the conveyance to public authorities as aforesaid.

D. To represent and promote the welfare of the residents of The Maples Planned Unit Development generally.

6. This corporation is to have members, one certificate of membership being issued to the owner of each residential single family unit, provided however that where such single-family residential unit is owned jointly or by more than one person, then only one such membership certificate shall issue with the rights and privileges under such certificate to be assigned among the various owners as is agreed by the owners one certificate of membership will be issued to each owner of a residential unit within a multi-family unit structure or complex, provided, however, that should such residential unit be owned jointly or by more than one person, one certificate of membership shall issue and the rights and privileges of such certificate shall be assignable among the owners as agreed upon by the owners; and one certificate of membership shall be issued to the owner of a multi-family unit structure or complex leased to tenants, provided, however, that with in such multi-family unit structure or complex leased to tenants is owned jointly or by more than one person, only one certificate of membership shall issue and the rights and privileges accruing from said certificate shall be assigned among the owners as they may agree. Each such certificate shall be entitled to one vote and shall be transferred with the transfer of such ownership as allowed in the original issuance and as a part thereof, but shall not be otherwise transferable. Regardless of anything in the foregoing to the contrary, Music City Land Development Company shall be entitled to such number of votes as will equal fifty-one percent (51%) of the total of all votes eligible to be

cast including "the votes herein provided for in Music City Land Development Company, and such right to votes shall continue until such time as the certificates of membership have been issued representing fifty percent (50%) of the land available within the Planned Unit Development of Music City Land Development Company in Sumner County, Tennessee, on land transferred to Music City Land Development Company by deeds of record in Deed Book 300, page 289 and 291, Register's Office of Sumner County, Tennessee, excluding such land as may be designated as open or common areas as now or hereinafter set forth on a recorded plat of such development. Upon the issuance of certificates of membership representing the said fifty percent (50%), Music City Land Development Company shall have no further voting power except as a certificate holder.

7. The regulation of the internal affairs of the corporation shall be vested in a Board of Directors of five members, at least four of whom shall be a "member" or one of the household of, or a tenant of, a "member" in which said Board of Directors shall have full authority to act on behalf of the corporation excepting to the extent otherwise provided in this charter. Any action taken by such Board shall be action of the corporation.

8. The Board of Directors shall have the power to act upon the written consent of its members as to any matter upon which the members might similarly act at a formal meeting.

**Sumner County Register of Deeds References:**

Deed Book 431, page 792  
Deed Book 356, page 115  
Deed Book 326, page 1171

**THE MAPLES HOMEOWNERS ASSOCIATION, INC.**  
**RESTATED AND CONFORMED DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**

This Declaration, made on the date hereinafter set forth by Music City Land Development Company, Inc., hereinafter sometimes referred to as "Declarant" or "Developer." This Declaration amends and restates a previous Declaration of Covenants and Restrictions of record in Deed Book 326, page 171, Register's Office of Sumner County, Tennessee.

**WHEREAS**, Declarant is the owner of certain property in Sumner County, Tennessee, which is more particularly described in Exhibit "A" hereto.

**NOW, THEREFORE**, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**Definitions**

Section 1. "Association" shall mean and refer to The Maples Homeowners Association, Inc., a non-profit corporation under the laws of Tennessee, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "The Property" shall mean and refer to that certain real property as set forth in Exhibit "A" hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association or made subject to these covenants, conditions and restrictions.

Section 4. "Common Area" or "Open Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The property presently owned by the Association is set forth in Exhibit "B."

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Music City Land Development Company, Inc., its successor and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## **ARTICLE II**

### **Property Rights**

Section 1. Owners' Easements of Enjoyment. For each and every Lot there shall exist a right and easement of enjoyment in and to the Common Areas. which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;



(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, to the extent provided by and in accordance with the Bylaws, his right of enjoyment to the Common Areas and facilities, to the members of his family living in his household, his tenants in a single family dwelling, or contract purchasers who reside on the property.

### ARTICLE III

#### **Membership and Voting Rights**

A. Membership and voting rights in the Homeowners Association are provided in Article 6, of the Charter of The Maples Homeowners Association. The membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

B. Initially there shall be two (2) classes of membership. Class A membership shall be a membership consisting of the owners of lots, other than the developer. Class B membership shall be the voting membership to which the Developer is entitled until such time as certificates of membership have been issued representing fifty percent (50%) of the land available within the Planned Unit Development and seventy-five percent (75%) of the land available within the Planned Unit Development. Upon the occurrence of such as described more fully below, the Class B membership shall cease and there shall be only one class of membership.

C. The Maples Homeowners Association is to have members, one certificate of membership being issued to the owner of each residential single-family unit, provided however that where such single-family residential unit is owned jointly or by more than one person, then only one such membership certificate shall issue with the rights and privileges under such certificate to be assigned among the various owners as is agreed by the owners one certificate of membership will be issued to each owner of a residential unit within a multi-family unit structure or complex, provided, however, that should such residential unit be owned jointly or by more than one person, one certificate of membership shall issue and the rights and privileges of such certificate shall be assignable among the owners as agreed upon by the owners; and one certificate of membership shall be issued to the owner of a multi-family unit structure or complex leased to tenants, provided however, that where such multi-family unit structure or complex leased to tenants is owned jointly or by more than one person, only one certificate of membership shall issue and the rights and privileges accruing from said certificate be entitled to one vote and shall be transferred with the transfer of such ownership as allowed in the original issuance and as a part thereof, but shall not be otherwise transferable. Regardless of anything in the foregoing to the contrary, Music City Land Development Company shall be entitled to such number of votes as will equal fifty-one percent (51%) of the total of all votes eligible to be cast, including the votes herein provided for in Music City Land Development Company, and such right to votes shall continue until such time as the certificates of membership have been issued representing fifty percent (50%) of the land available within the Planned Unit Development of Music City Land Development Company in Sumner County, Tennessee, excluding such land as may be designated as open or common areas as now or hereinafter set forth on a recorded plat of such development. Upon the issuance of certificates of membership representing the said fifty percent (50%), and

thereafter, Music City Land Development Company shall have one (1) vote for each remaining lot that it owns until such time as certificates of membership have been issued representing seventy-five (75%) percent of the land available within the Planned Unit Development, as above-described, excluding such land as may be designated for open or common areas, as now or hereinafter set forth on a recorded plat of such development. Upon the issuance of certificates of membership representing the said seventy-five (75%) percent, Music City Land Development Company shall have no further voting power except as a certificate holder.

#### **ARTICLE IV**

##### **Covenant for Maintenance Assessments**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. The maximum annual assessment, other than special assessments as provided for below, shall be two hundred (\$200.00) dollars per year per dwelling unit. The maximum limitation on the amount of annual assessment can be increased only upon the affirmative vote of two-thirds (2/3) of the number of issued and outstanding Certificates of Membership in the Association at a meeting of the members thereof called and held for the purpose of authorizing such increase pursuant to notice of such purpose. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall only be made upon the affirmative vote of two-thirds (2/3) of the number of issued and outstanding Certificates of Membership in the Association at a meeting of the members thereof called and held for the purpose of authorizing such assessment pursuant to notice of such purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a

quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The association may either bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any

Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V**

### **Architectural Control**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI**

### **Additional Restrictive Covenants**

The restrictive covenants are as follows:

1. All of the lots in said Planned Unit Development subject to these restrictions as provided in the above paragraph, designated for either individual residences or multi-family, are

to be used for residential purposes exclusively except such areas as are shown on said development plan as reserved for easements or access.

2. No building or any part thereof, including porches, or steps, shall be erected on any lot except as the location thereof is approved by the Planning Commission of the governing body having jurisdiction thereof.

3. No lot shall be subdivided into smaller lots, and not more than one residence may be maintained on anyone residential lot designated for single-family purposes at the same time, and no multi-family dwelling shall be permitted on any multi-family designated lots on said development plat in excess of the density allowed under the then prevailing ordinances for the zoning of a planned unit development on said property.

4. No illegal use of any kind shall be made of or carried on upon any lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. No buses, trucks, or other than customary private passenger vehicles, shall be parked on any residential lot or in the parking area for multi-family dwellings. Within any multi-family complex all parking shall be in conformity with the parking plan effected by the developer of such multi-family complex or such successors as the developer may designate.

5. No vehicle of any type including boats and similar water-craft shall be dismantled or repaired or painted on any lot or site except where the same is carried out inside of a garage or basement, and no boat or water-craft shall be stored on any lot or site without appropriate screening of the area.

6. No used building materials shall be placed on any lot or site except for purposes related to the forming, scaffolding or layout work on structures on said sites or lots, excepting

unpainted clay, brick and/or stone; provided, however, that such may be there under limited conditions with the express permission of Music City Land Development Company.

7. No contractor, builder, or homeowner will be permitted to store building materials and/ or construction machinery on any residential lot or site for a period in excess of thirty (30) days before actual construction starts and on any multi-family site for a period in excess of ninety (90) days before actual construction starts. Single-family residences or additions thereto must be completed within twelve (12) months from the date construction work commences; provided, however, that if due to the nature of the project or due to conditions not reasonably foreseeable, such construction cannot be completed within the time limit set forth in this sentence, then such construction shall be completed expeditiously and within a reasonable time considering the size and nature of the construction; it being understood that a delay occasioned by a builder's decision to complete some other project prior to completion of the project herein described does not constitute a reasonable ground for extension of time beyond the period set forth in this sentence. During any period of initial construction or additions, repairs or remodeling, the contractors, builders and/or homeowners will be responsible for keeping all construction waste and litter from being moved to, scattered upon, or blown upon the property of another, or scattered about the site of the construction in an unsightly manner.

8. Contractors, builders and owners of lots or sites will not be permitted or stockpile mounds of dirt, sod, stumps, trees or other items of a similar nature on vacant lots in such a manner that weeds and grass cannot be easily cut and raked. Any owner of a lot or site shall be responsible for keeping the weeds and grass cut on the same during the entire period of ownership.

9. No mailboxes other than conventional mailboxes approved by the United States Post Office Department, and mailbox posts of a type not approved by Music City Land



Development Company may be used on any lot or site. Materials used for flower-bed borders, driveway borders, fences, barbecue pits, and the like shall be subject to the approval of Music City Land Development Company.

10. Flower beds, garden plots and the like shall be maintained on any lot or site in such a manner that erosion will not cause mud or debris to wash on driveways, streets, and neighboring property, and immediately following the harvest season of any articles in such flower beds or gardens, all stalks, sticks, supports and the like shall be removed. The height of shrubs along streets and driveways at or near the public streets shall be kept trimmed so as not to constitute a safety hazard to persons entering or leaving such premises or persons located thereon.

11. No structure of any kind except a dwelling house of the type designated on said recording plat may be occupied as a residence and outside of any building so occupied must be completed before occupancy; and no trailer, basement house, tent, garage, barn or other buildings shall be erected or used as their a temporary or permanent residence; excepting, however, building contractors and real estate sales offices will be permitted for temporary occupancy for business purposes only, provided such structures are complete in exterior appearance, set level and not on concrete blocks, are moved from single-family lots within two weeks from the date that a house on such lot is occupied, is moved from multi-family complexes within two weeks after the usage of the building contractor or real estate sales office ceases, and removed from the particular phase in which the construction is taking place within four weeks from the date the necessity for the same to the building contractor or real estate sales person has terminated. Any lots or sites on which temporary field offices or construction offices are located shall be kept mowed and cleared of waste materials, papers and other unsightly debris visible to other homeowners or the passing public.

12. No one-story single family residence shall be erected having less than 1,350 square feet of ground floor space devoted to the living area; no main floor, split level residence having less than 1,000 square feet foundation area shall be erected; no two or one and one-half story residence having less than 850 square feet main floor shall be erected; said areas being exclusive of porches, breezeways, garages, and similar spaces. All plans and specifications of structures placed upon single-family residential lots shall be modern in design and are to be subject to approval by a duly designated representative of Music City Land Development Company, or its successors or assigns, or the Architectural Control Committee as provided for herein, which approval shall not be unreasonably withheld. No used house or other residential unit for either temporary or permanent residence purposes shall be moved onto any lot or site for the purpose of being finished thereon.

13. No residential unit in any multi-family, high or low density residential area shall be occupied when the same has less than 500 square feet of floor space devoted to the living area of such residential unit, likewise be subject and the plans for any such units shall to approval by the duly appointed representatives of Music City Land Development Company or its successors or assigns, for the Architectural Control Committee as provided for herein, which approval shall not be unreasonably withheld.

14. All sewerage shall be disposed of through sanitary sewers in said development; provided, however, that during construction period before sewerage is available contractors may use such temporary facilities as are approved by Music City Land Development Company.

15. All areas for the storage. of garbage cans, incinerators, trash burners and the like, and all other containers for trash shall be so screened as to not be visible from any street within the development.

16. No signs of any advertising nature shall be permitted on any lot or building excepting "For Sale" signs or such as may be expressly permitted by the zoning resolutions of the governmental authority under whose jurisdiction such development then falls.

17. No access to driveways, culverts or other structures or grading shall be placed within the limits of any dedicated roadway and all such entrances and exits shall be constructed only at those areas designated on the recorded plat of the development for such.

18. No poultry, livestock, or animals shall be allowed or maintained on any lot at any time; provided, however, that this provision shall not preclude the ownership and keeping of dogs, cats, or other household pets as such, but no professional kennel for the sale or trade of animals shall be maintained on any lot designated for residential purposes.

19. A perpetual easement is reserved on each lot as shown on the recorded plat of said development for the construction and maintenance of utilities and no structure of any kind shall be erected or maintained upon or over said easement so as to interfere with the proper uses thereof.

## **ARTICLE VII**

### **General Provisions**

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so thereafter. The City of Hendersonville, Tennessee, or any successor governmental authority having zoning control of the properties herein involved, is recognized as beneficiary of this contract, and accordingly shall have the same right of enforcement as third party beneficiaries as do any of the owners of property within the area.

Section 2. Future Development. Any developer of a multi-family complex shall as a condition precedent to the development of the same cause to be prepared covenants and restrictions of the type and nature which may be enforced in a court of equity for the benefit of all of the residents of said multi-family complex. Said covenants and restrictions shall provide, among other things, for parking, maintenance of common areas, exterior maintenance of units, screening, and the like for such complex. To the extent necessary or required by law, said developer shall cause such covenants and restrictions to be approved by any governmental authority having jurisdiction and such covenants and restrictions shall in all events not violate applicable zoning. Such restrictions shall be recorded in the Register's Office of Sumner County, Tennessee, by the developer of such complex and shall be for a minimum period of twenty (20) years, subject to amendment by approval of two-thirds (2/3) of the unit owners of the complex and with provisions of extensions in intervals of ten (10) years upon approval of fifty (50%) percent of the unit owners in such complex.

Section 3. Severability. If any one or more of the restrictions or covenants herein contained are declared invalid by any order of any court having jurisdiction, such invalidation shall in no way affect any other restrictions herein contained, all of which shall remain in full force and effect, each being treated as a separate instrument.

Section 4. Covenants Run With The Land. All restrictions, covenants and conditions herein contained including restrictions in said plat of the development are hereby declared to be covenants running with the land, and shall be binding upon and obligatory upon all persons who now own property or who may hereafter own, possess, or occupy any part of the said property during the term of said covenants aforesaid.

## **ARTICLE VII**

### **Amendment**

The Covenants and Restrictions of this Declaration shall run with and bind the land until the first day of January, 1992, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than one owner each of ninety percent (90%) of the Lots, and thereafter by an instrument signed by at least one owner each of seventy-five percent (75%) of the Lots. Any amendment must be recorded before becoming effective. Any amendment must likewise be submitted for approval to the Planning Commission of the governing body under whose jurisdiction said tract is at the time of such change, if concurrence by such is required by law.

## **ARTICLE IX**

### **Additions**

A. Additional land within the area described in Deed Book 300, pages 289 and 291 of the land records of Sumner County, Tennessee may be annexed by the Declarant without the consent of members within twenty (20) years of the date of this instrument provided that the FHA and the VA determine that the annexation is in accord with the general plan heretofore approved by them.

B. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

C. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

References:

Second Amended Declaration of Covenants, Conditions and Restrictions for the Maples  
Deed Book 478, page 609, Register's Office for Sumner County, Tennessee.

Amended Declaration of Covenants, Conditions and Restrictions for the Maples  
Deed Book 356, page 115, Register's Office for Sumner County, Tennessee.

The Maples Covenants and Restrictions  
Deed Book 326, page 117, Register's Office for Sumner County, Tennessee.

Amended Charter for The Maples Homeowners Association, Inc.

Charter of Music City Homeowners Association

Minutes of Annual Meeting of Members dated May 2, 2019

Minutes of Annual Meeting of Members dated May 1, 1980