

# **Declaration of Covenants, Conditions, and Restrictions**

The Village on Sewanee Creek  
Browns Hollow Road, Marion Co. TN 37387

*Effective on April 21, 2016, superceding previous CC&Rs versions.*

These restrictive covenants recorded in Book 382, pages 411-422, Register's Office, Marion County, Tennessee are hereby amended, established and declared this 21st day of April, 2016, by the Village Owners Association (VOA) to run with the land described in **Deed Book 378, page 609 and Deed Book 390, page 1233, Register's Office, Marion County, Tennessee and also of record at Plat Book 5, page 38, Plat Book 5, page 75 and Plat Book 5, page 288, Register's Office, Marion County, Tennessee** also known as the Village on Sewanee Creek (hereinafter called "The Village"), except as amended from time to time by the Village Owners Association.

## **I. Concept and Intent**

These covenants have been created and developed to support the mission of the Village on Sewanee Creek:

*To become a self-sustaining, interdependent community living in harmony with people and with nature. The principles that undergird the mission are mutual support, cooperative relationships, and increasing self-sufficiency. Freedom, independence, and the ability to maintain and safeguard one's property are also foundational principles that these covenants aim to uphold.*

## **II. Definition of Terms**

- A. *Association* – The Village on Sewanee Creek; also noted in this document as the Village Owners Association, Inc.
- B. *Association Bylaws* – The bylaws are the guidelines for the operation of the Homeowners Association. The bylaws define the duties of the various offices of the Board of Directors and their terms of office, a member's voting rights, required meetings and notices of meetings, as well as other specific items necessary for the management of the Homeowners Association as a business (non-profit corporation), conducting all business pertaining to the administration and enforcement of the covenants herein.
- C. *Board of Directors* (referred to hereafter as *the Board*) – Annually elected members from the Village entrusted with the duties of carrying out various functions of the Village Homeowners Association.
- D. *Commons* – Property owned or managed by the Village Owners Association (referred to hereafter as VOA).
- E. *Community* – The people who own property and participate as owners in The Village.

- F. *Covenants, Conditions, and Restrictions (CC&Rs)* – CC&Rs govern what an owner may, may not, or must do with respect to the real estate.
- G. *Household* – Deeded owner or owners of a property within the Village on Sewanee Creek.
- H. *In good standing* – A household in the Association that is current in paying annual dues and assessments and has no liens or judgments outstanding against their person or property.

### **III. Mandatory Membership in the Village Owners Association**

Every lot owner of record shall be required to:

- A. Join the Village Owners Association (VOA).
- B. Subscribe to and uphold its bylaws.
- C. Pay an annual assessment. Non-payment will disqualify property owners from voting on VOA matters as specified in the bylaws and disqualify member from all other Village privileges and benefits including, but not limited to use of VOA owned property and right of ways.
- D. Pay special assessments as may be required from time to time when approved by a two-thirds vote of the households that are in good standing in the Association.

### **IV. Covenants**

#### **A. Binding requirements (nonnegotiable)**

All covenants, conditions, and restrictions contained herein are hereby declared to be covenants running with the land and shall be binding on all present and subsequent lot owners of the Property in any capacity whatsoever, including renters and lessees. Any of the restrictive covenants imposed in this instrument may be:

1. Amended at any time by a recorded instrument after an affirmative vote of two-thirds of the households in the Association that are in good standing.
2. Additional restrictions, covenants, and amendments may be imposed or rescinded on the Village property by an affirmative vote of two-thirds of the households in the Association that are in good standing.

## **B. General disposition and building/construction guidelines**

1. Prior to grading or damming of lots or construction of a pond that alters the natural pattern of water drainage a plan shall be prepared by the owner which indicates the proposed changes and the likely impact on water flow to other properties and potential impacts if a pond construction fails to retain the water. Such report (as an electronic file; PDF or Word format) shall be submitted via e-mail to all members of the Board of Directors to maintain on file, and shall be copied to adjacent or potentially impacted property owners who may review and comment on the proposed grading. Any changes to these plans will be accompanied by a discussion with those village members affected by the proposed changes and an electronic file of such changes submitted to the Board. Although the village member does not need permission from the neighbors to make the changes, any concerns or permissions obtained will also be retained by the Board. If a dispute arises between the owner and potentially impacted neighbors, that dispute may be resolved as documented in Section VIII Conflict Resolution.
  - a. The Association recommends that all major construction projects (where the total water volume exceeds 3000 gallons) be previously reviewed by a civil engineer for structural integrity.
  - b. Above ground pools shall be constructed as directed by the manufacturer and will not require review by a civil engineer.
  - c. Any damage to another homeowner's property due to substandard design, methods, materials, repairs, or maintenance of artificial ponds shall be deemed negligent. Restitution must be made for injury and/or damage to person or property resulting from negligence or substandard construction.
2. Single- or double-wide mobile homes converted to a permanent structure and mounted on posts, blocks, or permanent footings are prohibited. Recreational vehicles (RVs) are allowed for residential use while a dwelling is under construction. RVs may be stored on a homeowner's property as the size of the lot permits.
3. Subdivision of lots must have prior approval of the Board of Directors, which may ask for a two-thirds vote of member households in good standing.
4. All utility lines (electrical, water, cable) that run within individual lots shall be installed underground.
5. Addition of rental cottages requires a two-thirds affirmative vote of the households in the Association that are in good standing.

6. Fences, walls, and other structures for privacy are discouraged. However, they may be built only after mutual agreement of affected neighbors. The planting of tall hedges and trees that obstruct the neighbor's primary view is not allowed, except with prior mutual agreement of affected neighbors.
7. The cost of repair for documented damage or excessive wear of common property and/or roadways resulting from the movement and operation of heavy vehicles, machinery, and equipment used in the construction or improvement of a homeowner's property shall be the responsibility of the lot and/or homeowner who has incurred such damages. All costs shall be assessed by the Homeowners Association and shall be the responsibility of the offending party.
8. All exterior colors, finishes, and materials for residential buildings, outbuildings and garages, their roofing and roof vents, and other functional and decorative structures should blend with the natural setting of the Village. Muted tones of brown, green, gray, and other natural colorations and textures are recommended, whether of wood, stone, or other selected building materials.
9. It has become a tradition in the Village for homeowners to build a large covered porch on their home. Although not a requirement, this feature is strongly encouraged for all new residents building homes in the Village.

### **C. Use of property**

1. Business and other activities that support self-sufficiency are permitted and encouraged, providing they do not intrude upon the privacy, natural view, enjoyment, and quality of life of other members of the community.
2. Lots may not be used to store commercial equipment, materials and supplies used in an enterprise unless they are screened from public view. Disabled and/or "junk" vehicles must be invisible to public view, and effective safeguards must be followed against polluting the air, water, and land.
3. Garbage cans should be screened from public view and made inaccessible to free-roaming domestic and forest animals.
4. Non-biodegradable debris shall be neither buried nor dumped anywhere within the boundaries of the Village.
5. Burning of brush and deadwood must be done in small controlled burns that are in compliance with seasonal permit requirements and regulations of local and regional fire control and air-quality agencies.
6. Domesticated livestock are allowed in a quantity reasonable for the size of a lot without being an annoyance to neighbors. If in doubt, first consult neighbor(s), and then the Board of Directors if mutual agreement is not reached.

7. An animal that is judged to be a public nuisance or endangerment to people, property, or animals, may be removed from the Village by a two-thirds vote of Association household members in good standing who choose to vote.
8. Commercial kennels are prohibited.

## **V. Village Owners Association Bylaws**

See *VOA Bylaws* document for guidelines for the operation of the Village Homeowners Association and Board of Directors.

## **VI. Indemnification of VOA Board of Directors**

- A. In conformity with VOA bylaws, Owners will indemnify and hold VOA Board members (both individually or as a group) harmless from any and all liabilities, costs and expenses, including all reasonable attorney fees which may arise or be claimed against VOA Board members from the decisions, project implementations, and/or from acts of omission, neglect or fault by any or all Owners, their employees, licensees, visitors and/or invitees.
- B. VOA Board members are not liable to Owners for any damage, loss or injury to the person(s) or property of Owners or any other person/entity that may be caused by the acts, negligence, omission or faults of any third party, person, firm and/or corporation.
- C. Any and all personal property placed or moved in or about any Owner's premises and/or VOA Common Areas is that Owner's sole responsibility. VOA Board members are not liable to Owners and/or any other person for any damage or loss to personal property. Owners should carry insurance for personal property and liability.

## **VII. Enforcement**

The Village Owners' Association (VOA), acts through its duly elected Board of Directors, which shall have the authority to administer and to enforce all covenants herein.

## **VIII. Conflict Resolution**

SCOPE: Infraction and/or violation of one or more covenants, or other unsettled disputes between home/property owners in the Village, may be aired and voluntarily remedied through a four-step process outlined below, the goal being a restoration and maintenance of harmony and peace among residents within the Village.

A. Appointment of a neutral investigator/mediator

1. The complaining and/or defending party may request that the Board appoint an individual capable of remaining as a neutral, objective mediator with no interest in the outcome of a decision.
2. Every attempt will be made to select an individual who is willing to perform the duty and is acceptable to both sides. This mediator may seek expertise as needed.

B. Investigator/mediator's finding: report to disputants and outcome

1. Both/all sides of the dispute are queried as to the basis and material facts of the disagreement.
2. The appointed mediator shall provide a written report to both/all parties, setting forth a clear understanding of the dispute and a recommendation for its resolution.
3. If both/all parties accept the recommendation, and its implementation and completion is attested to be satisfactory after review by both/all parties and by the mediator, then the disputed matter ends.
4. If any person rejects the recommendation, or if the conceding party fails to complete the remedy satisfactorily after review by all concerned parties, then the dispute remains unresolved and may proceed to the next step (Section VIII, paragraph C).

C. Advance to hearing by the Board

1. Both/all parties shall make a presentation to the Board, which will review all arguments including the report of the investigator/mediator. After deliberation the Board shall determine a recommendation for resolution.
2. If one or both parties reject the Board's recommendation or if, upon review, the conceding party has failed to complete recommended remedial action satisfactorily, then the dispute may proceed to the next step (Section VIII, paragraph D).

D. Advance to a meeting of the Members of the Association.

1. If any party of the dispute neither accepts nor acts upon the Board's remedial recommendation, then any of the parties may make a presentation to the Association members. Reports from the appointed investigator/mediator and the Board shall be available for review by the Association members.
2. Association Votes: *affirm, dismiss, or abstain.*

- a. A simple majority vote of the Association members in good standing who choose to vote is required to *affirm* or *dismiss* the recommendation of the Board.
  - b. If a majority of Association members choose to *abstain* from voting, the Board shall be required to re-examine the matter and devise a revised or a new remedy that can garner the vote required for a decisive *affirm* or *dismiss* action.
  - c. To assist the Board's re-examination and deliberation to achieve a clear majority vote, interested Association members may submit written alternate recommendations for resolution of the dispute.
3. The Board shall enforce the imposed resolution by appropriate means.
- a. Action on the resolution is to be completed in a timely manner, to be determined by the Board.
  - b. Should an imposed remedy remain unfulfilled following the pre-determined time, enforcement shall be a fine, and/or other measures, up to and including (as a last resort) a lien on the owner's property.
  - c. Should additional time be needed to complete a remedy, the conceding party may submit an application to the Board at any time up to the deadline set for resolution, requesting additional time for action. The Board shall review the request and arrive at a unanimous vote, adjusting such completion time as deemed reasonable and agreeable.
  - d. Enforcement shall be documented, concluded, and recorded by the Board within thirty (30) days after default.

This CC&R document replaces the previous The Village on Sewanee Creek CC&Rs. In accordance with the existing covenants these new covenants have been approved by two-thirds of the record lot owners.

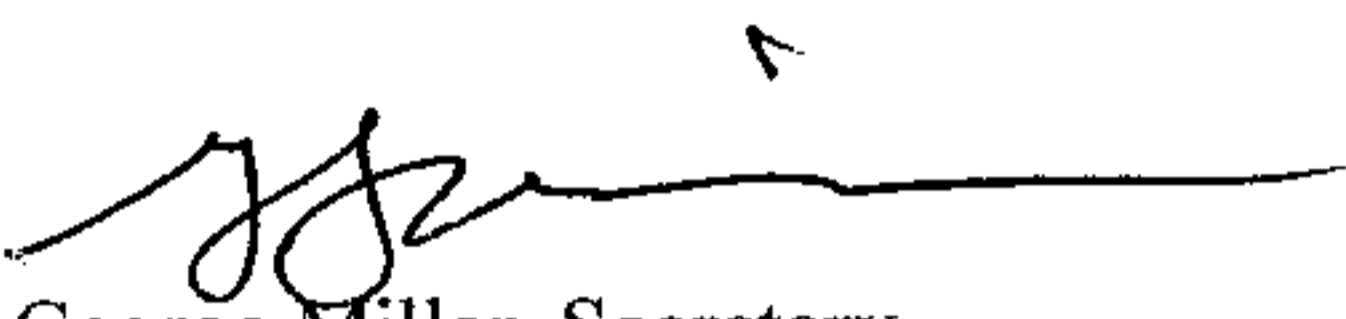
**Village Owners Association Board of Directors**



Grant Miller, Chairman



Carolyn Lavers, President



George Miller, Secretary

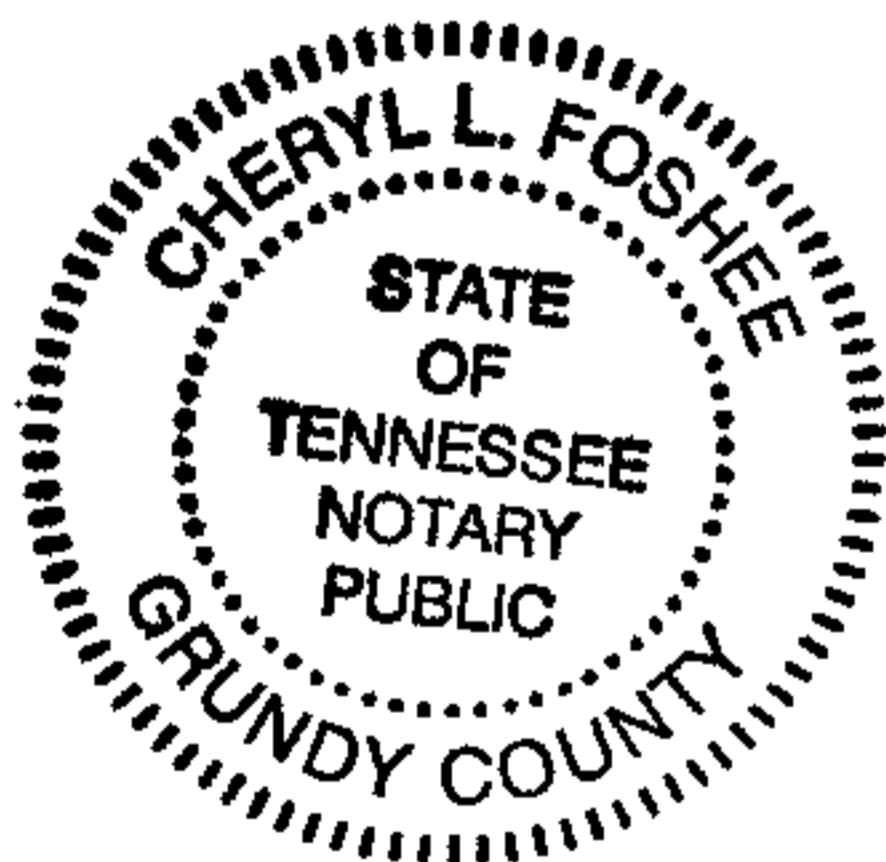


Thomas Tew, Treasurer

This instrument prepared by:  
Carolyn Lavers  
4677 Browns Hollow Rd.  
Tracy City TN 37387

<b>BK/PG: 481/1096-1103</b>	
<b>16002450</b>	
8 PGS:AL-DECLARATION OF RESTRICTI	
ANGELA BATCH: 60358 07/20/2016 - 03:07 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

STATE OF TENNESSEE, MARION COUNTY  
**DEBBIE PITTMAN**  
REGISTER OF DEEDS



*Cheryl L Foshee*

*6-2-18 Exp*

*7-18-16*

State of Tennessee County of Grundy  
Personally appeared before me Grant Miller, Carolyn Lavers, George Miller and Thomas Tew, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such persons free act and deed.