

This document prepared by Grant P. Miller  
5049 Browns Hollow Road  
Tracy City, TN 37387



OUR MISSION:

To become a Self-Sustaining Community  
. . . in harmony with People and Nature

Revised March 1, 2008

# Declaration of Covenants, Conditions and Restrictions

The Village on Sewanee Creek Subdivision  
Browns Hollow Road, Marion County, TN

These restrictive covenants are hereby amended, established and declared this 1<sup>st</sup> day of March, 2008 by Grant P Miller and Becky S. Miller trustees of the Miller family Trust, dba GPM Development (hereinafter the "Developer") to run with that land described in **deed book 378, Page 609 and also of record at plat book five, page 38** of the register's office of Marion County, Tennessee, also known as the Village on Sewanee Creek. (hereinafter called the "Property", "Development", or "the Village") except as amended from time to time by the Developer or his successor or by homeowners association action defined herein.

These Restrictive Covenants shall apply to only those lots having deed of conveyance by GPM Development with the Restrictive Covenants specifically referenced as applicable thereto.

1. Concept and Intent: These covenants are created to protect the natural beauty, sense of social community and intelligent balance of the residential community known as the Village on Sewanee Creek. The Developer exercises administration and enforcement of these covenants until such authority and responsibility may be transferred to a duly organized association of lot owners within the Property or to any other legal successor to the Developer.
2. General Use Provisions: The Property is intended only for the following uses:
  - a. Dwellings erected in the Property shall be only for residential use.
  - b. Other structures in the Property are allowed as necessary for operation maintenance and security of the Property, or for recreational facilities for common use by Property residents.
  - c. All residences must be built on-site. No mobile homes are allowed.
3. Non-Commercial Use: No other commercial enterprises will be conducted within residential lots in the Property except conventional at-home work activities that are not open for general public access. However, any work activities that are intrusive upon the privacy and comfort of other property owners, or inherently de-value property values in general, are prohibited. Lots will not be used to externally store or stage equipments or materials used in any enterprise, commercial or hobby, proscribed by this restriction. Rental of homes for long term occupancy or short term lodging is allowed so long as lot owners enforce strict compliance by their tenants with all restrictive covenants herein.

4. Lot Size: Generally, there shall be no division of lots purchased in the Property without prior written approval by the Developer or his successor. For larger lots that may be deeded the entitlement to subdivide, such subdivision must have prior approval of the Developer or his successor as to the size, location and configuration of lots to result from subdivision.
5. Building Setback and Special Nature Preserve Applicability: No dwelling or other building structure shall be built within 50 feet of the property lines or the nature preserve, which extends from the brow of the bluff to include the entire Sewanee Gulf controlled by the Village on Sewanee Creek except as may be elsewhere specified herein or hereinafter amended. For certain geographical sectors of the Development special setback requirements may be imposed on designated lots in order to preserve the natural wilderness character of the property immediately bordering the common area designated in Sewanee Gulf. Those special Nature Preserve covenants and restrictions are contained in a separate document to be appended as needed for Development Phases that are contiguous with the Nature Preserve.
6. Offensive Activities: No activities of an offensive nature will be conducted within the Property, inclusive of, but not limited to the following:
  - a. No junk vehicles or accumulations of equipment, materials or other such unsightly items are allowed anywhere within the property. Automotive and machinery repair activities, as a profession, are prohibited. As a hobby, such activities are prohibited if visible or audible outside of private dwelling structures or outbuildings.
  - b. Pet animals are permitted to the extent that they will not jeopardize the environment or the community or present an unsatisfactory appearance or unpleasant odor or cause damage to the land in a manner offensive to the community or contrary to the spirit and intent of these restrictions. Horses and other domesticated livestock, serving family enjoyment purposes rather than commercial purposes, will be permitted upon prior written approval by the Developer or his successor, taking into consideration the specific lot location, lot size and other circumstances that would reasonably permit horse or domesticated livestock keeping on a limited basis not violating the environment.
  - c. Any animal annoying to or endangering other lot owners or their pets must be removed from the Property. No commercial kennels are allowed.

7. Natural Wilderness Preserve and Offensive Activities: No activities of any kind, private or public, will be conducted that intrude upon the natural character of areas designated as natural wilderness preserve within the Property (*this provision applies only to bluff lots contiguous with the Sewanee Gulf and will be defined as a function of the final plat for applicable phases*), inclusive of, but not limited to the following:
- a. No discharge of firearms permitted.
  - b. No motorized off-road recreation vehicles (auto, truck, motorcycle, go-carts, all-terrain vehicles, or other off-road mobile machines) are allowed to operate on areas designated as natural wilderness preserve.
  - c. Hunting, fishing, killing, trapping, harming, or molesting of wildlife in any form are expressly prohibited on areas designated as natural wilderness preserve.
8. Utilities and Environment
- a. All utilities running within individual lots shall be installed underground to dwellings and other structures from common Public Utility connection points within the Property.
  - b. No trash dumps or hazardous waste sites are allowed. Burning of brush and deadwood debris is allowed, with express prior permission in every case from the Developer or his successor, however any such burn activity must be in small, controlled burns complying with permit requirements and open-air burning regulations of local and regional fire control and air quality agencies.
  - c. No timber harvesting or clear cutting of live trees will be permitted; however, trees may be selectively cleared for home sites, septic systems, driveways, outbuildings and utilities. Tree clearing for the purpose of creating grass lawns in lieu of a naturally forested landscape is discouraged, and will be subject to prior approval by the Developer or his successor or the Architectural Control Committee as described herein. Cutting of trees and foliage in any common areas, for any reason, is prohibited. Cutting of any live tree with diameter greater than five (5) inches at a height of five (5) feet above the ground will be subject to prior approval by the Developer or his successor or the Architectural Control Committee as described herein. Landscaping or vegetation on private property shall not encumber access or visibility of public roadways.
  - d. No septic system shall be installed which does not comply with jurisdictional health regulations.

- e. All areas for storage or garbage cans, incinerators, trash burners and the like, and all containers for trash shall be screened so as not to be visible from any driveway or road on the Property or accessible by forest animals. Trash piles for routine burning of trash and garbage on the property are prohibited.
- f. All lots within the property are subject to (15) foot wide utility easements running along the inside edge of each property boundary except where a boundary borders the bluff rim or a common access roadway or a water course or any other environmental factor that mitigates against or renders impractical such utility installations.
- g. All lots are subject to a ten (10) foot wide trail easement running along the inside edge of the property boundary.
- h. Trail Easements: Walking/Hiking/Jogging trails will be clearly marked and link all areas of the Village to the central commons area. All trails above the bluff line are located on lot lines with a designated 10' easement to provide for the privacy and security of home owners. There will be a 50' building setback from all such trail easements. Below the bluff line, trails will necessarily meander across the face of the bluff and the benches that exist in nature. These trails and all land extending 500' above Sewanee creek are designated to be generally accessible for hiking to Village homeowners and their guests. Individuals may be restricted from use for damaging or littering public access areas.
- i. No ponds or lakes may be constructed without prior written approval of the Developer or his successor. Perennial streams are under the purview of the "Waters of the State" environmental protection regulations and may not be course altered, impounded or denuded of natural stream bank vegetation. Limited vegetation clearing may be allowed, under explicit prior approval of the Developer or his successor.
- j. Use of natural resources: There is an abundance of natural stone within the village. No quarrying or removal of sub-surface stone is allowed. However, certain areas may be designated for removal of stone to be used in construction of homes within the Village only. Stone removed from these designated areas may be purchased from GPM development. Any use or removal of surface stone for any purpose and from any lot within the Village must be approved by the Developer.

9. Common Areas

- a. Homeowners will have the use and benefit of all areas designated as common areas.
- b. The area designated as "the Commons" is owned and managed by GPM Development. Structures located within the commons may be owned by Village homeowners or held in common by the homeowners association. Structures owned by individuals other than GPM Development may be located on the Commons under a land lease.
- c. The homeowners association will maintain a liability insurance policy to cover all common areas including the area designated as the natural preserve in the gulf.

10. Architectural Control: The design, style and appearance of a dwelling or of a building and its surroundings are of primary importance. To insure the quality of the community satisfactory to all residents, any building, fence, residence or other improvement to be erected upon or moved onto the Property will require prior approval by the Developer or his successor, upon submission of proposed plans and location thereof. This right of approval may be delegated to an Architectural Control Committee comprised of three or more lot owner/property title holders when the homeowners association is established.

- a. The principal, permanent dwelling on each lot in Phase 1 shall have at least 1,200 square feet of floor space. Developer reserves the right to amend requirements in subsequent phases to increase floor space square footage. No temporary dwellings are allowed except as provided under the provision for cottages exclusively controlled by GPM Development.
- b. Lots may have up to two additional detached buildings, excluding garage, each of which may contain no more than 2,000 square feet of floor area; such additional buildings shall be of comparable quality and appearance as the principal residence structure.
- c. A structure and its appurtenances may not exceed the height above ground of a two story residential dwelling with basement, vaulted ceilings, cupola and chimneys. The primary intent of this requirement, and its interpretation by the Developer or his successor as the architecture approving authority, is to insure that, as much as reasonably possible, all man-made structures and improvements incorporate naturally occurring building materials and blend with the natural beauty of the plateau and that no man-made structure would rise to a height whereby it would become potentially visible at or above the top of the

natural forest canopy in wooded areas during any season of the year or block or damage the view of other home owners. Each planned structure will be judged for compliance with this restricted height on a case-by-case basis. Where a two-story structure would interfere with the view of another homeowner, this provision may be interpreted to allow for only a one-story structure.

11. Cottages

- a. Provision for construction, purchase, rental and management of cottages (defined as residential structures under the minimum square footage requirements) are to be constructed by GPM Development or its approved contractors only and placed upon a common area or on individual lots in compliance with cottage rental program design provisions.
- b. All Rental of cottages or homes within the Village will be managed by GPM Development to preserve the character of the community, property value and image of the Village.

12. Construction: Plans for proposed improvements (house, structure, outbuilding, fence, etc.) must be submitted for approval to the Developer or his successor (or the Architectural Control Committee when established) a minimum of 30 days prior to proposed construction start-up. Plans for dwellings must include a grading plan, foundation plan, floor plan, exterior elevations of buildings, driveway, septic and utilities locations, and must include appearance after all backfilling and landscaping. Plans for other structures and improvements must include similar information, to the point of applicability. Any significant changes to approved plans must be re-approved before implementation.

- a. Trees proposed for removal will be marked or tagged for approval by the Developer or his successor. Stumps, felled trees and all other building debris must be removed by the lot builder / lot owner. Debris will not be buried nor dumped on any other area in the Property except as may be formally specified by the Developer or his successor for such purpose.
- b. All exterior colors and finishes and materials for buildings, outbuildings, garages, fences, gazebos, roofing and roof vent colors, and other functional and decorative structures shall be subject to approval by Developer or his successor. Muted tones of browns, greens, grays and other natural colors will be acceptable, whether wood, stone or other selected and approved building material.

- c. All primary residences constructed within The Village shall feature an attached, covered porch sufficient in size, design and seating capacity to comfortably accommodate a minimum of eight (8) people.
- d. Mail boxes, newspaper boxes and other such installations will not be erected until approved by Developer or his successor. Outside radio or TV antennae shall be installed so as not to be visually offensive, and the approval of their design and placement must be obtained with the dwelling/structural application package. Outside clothes lines must be screened from view. No wire, chain link or solid privacy fences are permitted.
- e. The cost of repairs for any damages or excessive wear to common properties, including common roadways, that result from vehicles, machinery and equipment involved in construction of a particular lot owner's improvements, will be assessed to the particular lot owner performing or sponsoring such activity.
- f. Grading of private lots, which alters the natural water drainage patterns, is not permitted unless mitigated by a plan pre-approved by Developer or his successor and adjacent impacted property owners, which assures that water run-off will not negatively impact the adjacent properties.
- g. Mining and extraction of natural minerals or ground water for commercial or other purposes is expressly prohibited. Use of naturally occurring materials within one's property for residential construction within that property is permitted to the extent that such activity complies with other provisions of these covenants.

13. Homeowners Association and Fees: A homeowners association shall be established by the Developer or his successor upon sale of 51% of planned lots or earlier at the discretion of the developer, and every lot owner of record shall be required to join the association, subscribe to its Bylaws and pay annual dues and other assessments the association may require.

- a. Mandatory Membership. Association membership shall be mandatory, even if the association is not yet formed or its formal Bylaws not yet fully established at the time of lot owner's property purchase. The Bylaws will provide operational details and management processes by which the association will organize, elect its managing members and conduct all business for administering and enforcing these restrictive covenants.

- b. Membership Voting Entitlement. The Association shall have one (1) regular voting membership classification. Each platted Lot in the Development shall entitle the Owner to one (1) vote for the purpose of exercising decision and approval authority of the Association. If a lot is co-owned, then one vote will be valid for each lot, and co-owners shall select the lot owner who shall vote. Developer shall also be entitled to one vote for each platted Lot in the Development owned by the Developer.
- c. Association Management. The association, managed by a Board of Directors, shall oversee responsibilities of the association to preserve the beauty of the community, enforce restrictive covenants, maintain common area right-of-ways, easements, landscaping, community facilities, walking trails, entry gates and fences, pay annual property taxes and liability insurance for common properties, and be responsible for such other expenses as may be required by the association to fulfill its chartered purpose.
- d. Association Operation. Details defining the association's purposes, powers, organization, directorship, meetings, elections, operational procedures, rules and regulations, financial processes, and general business activities will be provided in the association's Bylaws which are established and may be changed from time to time by the Association's Board of Directors.
- e. Association Fees and Insurance. Two homeowner's association fee assessment types will be established:
  - i. Annual assessments. This fee is established to fund the homeowner association's general operating budget on an annual basis for routine, recurring and generally predictable expenses for performing the obligations of these restrictive covenants.
    - 1. Annual assessments may include, but not be limited to: expenses for maintaining or improving common properties including roadways, any common area security and recreational facilities; preserving beauty of the Property, maintaining liability insurance; maintaining walking trails and viewpoints; and any other expense defined by the association as a common expense.
    - 2. Annual assessments shall initiate with the sale of the first lot and accrue from the day of any warranty deed conveying said lot, prorated on a 365 day basis. Fees shall not begin to accrue until

the following amenities are completed by developer.  
(Amphitheater, jogging trail).

3. The annual assessment as of this date shall be \$600.
  - ii. Special Assessments. In addition to annual assessments, the homeowners' association may levy special assessments for the purpose of defraying the cost of any construction or reconstruction or unexpected repair of an improvement upon the Common Properties, the cost of any addition to the Common Properties or any other unexpected expense, provided that such special assessments shall have the written approval of at least a majority of the eligible votes in the association.
  - f. Liability Insurance Responsibility. The association will be responsible for maintaining liability insurance covering risk or injury by persons using common properties, common roadways, trails and viewpoints, and any other properties or facilities made available to lot owners for common access and recreation.
14. Binding Covenants: All restrictions, covenants and conditions herein contained 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.
15. Amendment: Any of the restrictive covenants imposed in this instrument may be amended at any time by a recorded instrument, signed and acknowledged by the Developer or his successor or by lot owners of record of 66% of lots within the Property after creation of a home owner's association. Additional restrictions and covenants may be placed on the Property by Developer or his successor or the homeowners association of lot owners in the same manner.
16. Interpretation and Enforcement: This document shall be interpreted in accordance with the laws of the State of Tennessee. If any present or future lot owner subject to these restrictions and covenants shall violate or attempt to violate any of the covenants or restrictions contained herein, then the Developer or his successor, or any person or persons owning a lot or lots within the Property may institute any proceeding at law or in equity against the person or persons violating or attempting to violate such restrictions or covenants, and to prevent the same by injunction and/or to recover damages for such violation. The Developer or his successor, including a Village on Sewanee Creek owners association when established and properly empowered, shall be responsible for management of the business of operating this Development and enforcing these restrictions. Upon failure of a lot owner to correct violation(s), the Developer or his

successor may correct said violation(s) and charge the cost of corrections and/or legal enforcement (including court and legal costs of enforcement) to the owner in nonconformity.

17. Headlines: Terminology: Gender: Severability: Headings contained herein are for reference purposes only and are not to be construed as part of these restrictions. Use of the term "Developer or his successors" shall be construed to include (1) successors in real title to the Property and having Developer authority, or (2) a successor in management of the Village on Sewanee Creek operating entity, such as a Village on Sewanee Creek owners association when established and so empowered, or (3) an owner in title of properties created and conveyed as subdivided lots of the Development. The use of words herein requiring selection of any gender, singular or plural, shall be construed so as to best describe the party in question: and if any one or more of the restrictions or covenants herein contained are declared to be invalid by order of any court having jurisdiction, such invalidation shall in no way effect any other restrictions herein contained, all of which shall remain in full force and effect, each provision hereof being treated as a separate instrument.

Published this date by  
GPM Development

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Grant P. Miller, trustee of the Miller Family Trust

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Becky S. Miller, trustee of the Miller Family Trust

State of Tennessee    County of Marion

Personally appeared before me Grant P. Miller and Becky S. Miller, Trustees of the Miller Family Trust, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that such persons executed the same as such persons free act and deed.

\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC

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Date: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_