

# OVERTON RETREAT OWNERS ASSOCIATION, INC.

## Rules and Regulations

### 1. General.

- a. These Rules and Regulations (“Rules”) of Overton Retreat Owners Association, Inc., a Tennessee nonprofit corporation (the “Association”) are in addition to the following documents, as such other documents are amended from time to time (collectively, the “Other Association Documents”):
  - (i) Declaration of Covenants, Conditions, Easements and Restrictions for Overton Retreat Residential Community, Warren and Van Buren Counties, Tennessee, dated June 24, 2002, of record in Record Book 28, page 610, Register’s Office for Warren County, Tennessee, including the related (a) Overton Retreat Residential Development Use Restrictions and Design Guidelines, (b) Charter of Overton Retreat Owners Association filed with the Office of the Tennessee Secretary of State, and (c) Bylaws of the Overton Retreat Owners Association;
  - (ii) Architectural Guidelines; and
  - (iii) Contractor Rules.

These Rules and the Other Association Documents as in effect from time to time are available for review and download at <http://www.overtonretreat.com/owners-association>.

In the event of any conflict between any of the provisions of these Rules and any of the provisions of the Other Association Documents, the provisions of the Other Association Documents shall be controlling. Unless otherwise defined in these Rules, all capitalized terms used in these Rules have the meanings assigned to such terms in the Other Association Documents.

- b. All Members and guests are expected to comply with all of the Other Association Documents and these Rules. All Members are responsible to the Association for all of the actions and omissions of their guests, contractors and invitees, including all damages to any Association property caused by such guests, contractors and invitees.
- c. While the Association from time to time may engage personnel to manage the day-to-day operations of Overton Retreat, each Member is primarily responsible for security for any Lot or other property owned by such Member, and the Association assumes no liability for damage to any such Lot or property.
- d. Any property manager engaged by or for the benefit of the Association (“Property Manager”) shall have the authority to act on behalf of the Association for routine matters covered by these Rules, *provided* that the Property Manager has no authority to act, or to approve any matter, in contravention of any of the provisions of these Rules or any Other Association Documents.
- e. The Association, and persons performing work or providing services at the direction of the Association, are entitled to deviate from these Rules as reasonably required to perform such work or services.

- f. Any significant violation of these Rules should be reported promptly to the Property Manager (or other person designated by the Association to receive such notices). If any such violation could result in injury to any person or damage to any Association property, or if such violation interferes with the use and enjoyment of any Association property or equipment, an Owner may directly notify the person(s) violating the Rules (or the responsible adult, if applicable) of the Rule(s) being violated. No Member shall have the authority to act on behalf of the Association to enforce any Rule unless expressly authorized to do so by the Board. The Association has broad enforcement rights under the Other Association Documents.

2. Access to Overton Retreat.

- a. Members shall each be assigned unique gate codes. Members may provide such codes to family members and guests, but shall not provide such codes to contractors, delivery companies and other third parties. Members shall request codes from the Association for all such third parties.
- b. National delivery carriers such as FedEx and UPS are assigned codes to access Overton Retreat. Persons expecting deliveries of merchandise, including building materials, from local vendors, suppliers and delivery companies must make arrangements with the Association for access. The Association will not provide access to such local vendors, suppliers and delivery companies unless specifically authorized by a Member, and representatives of the Association will not accompany or supervise delivery personnel.

3. Use of Recreational Facilities.

- a. Any recreational facilities and equipment provided by the Association shall remain the property of the Association and will be for the exclusive use of Members (including family members), their bona fide houseguests, and other guests when accompanied by the Member.
- b. A “bona fide houseguest” is an individual currently in residence at a Member’s Overton Retreat residence. The guest normally must be in residence overnight to be considered a houseguest.
- c. Due to the risk of fires and to reduce litter, no smoking of any kind is permitted in any Common Area.
- d. Other than immediate family members, the number of guests of a Member-host who may use any Common Area facility at any one time shall not exceed twelve (12) without the prior approval of the Association. If there are more than twelve (12) such persons in a single unapproved group, the entire group may be asked to leave.
- e. Use of facilities by larger groups may be approved by the Association in response to a written request by the Member-host and subject to charges and specific conditions that may be imposed with respect to the requested use.
- f. All recreation equipment owned by the Association and provided for use by Members shall be used for its intended purposes, in the ordinary manner, without abuse, and in accordance with any posted rules. All recreation equipment must be returned to the storage facility or location designated for such equipment promptly after usage. All Owners and guests use recreation equipment owned by the Association at their own risk.
- g. Any damage to any facilities or equipment, including the loss of any equipment, and the cost of repair or greater-than-normal maintenance required as a result of actions or omissions by a

Member or guest will be charged to the Member responsible. Any damaged (or lost) equipment that, in the judgment of the Association, cannot or should not be repaired, will be replaced with new equipment of similar quality, and the Member will be responsible for the full replacement cost of such equipment without regard to the age or condition of the damaged or lost equipment.

4. Hours of Operation.

- a. The Common Areas normally will be available for use from daylight until 10:30 p.m., provided that the Barn and any other enclosed structures shall be available for use at any time unless otherwise posted. Extensions of or exceptions to these hours must be approved in advance by the Association.
- b. Overnight camping, vigils (except in connection with Association functions) sleep-ins or slumber parties are not allowed in or on Common Areas without the prior approval of the Association.

5. Safety Regulations.

- a. Powered vehicles must observe all posted speed limits in Overton Retreat. Speed limits are established for the protection of lives and property. Children and adults use the roads for walking and are endangered by excessive speed.
- b. For safety reasons and to protect the trails and fields in Overton Retreat, no bicycles or other unpowered vehicles of any kind may be operated on any walking paths, trails or fields. Likewise, no horses or other animals may be ridden in any Common Area.
- c. Children under the age of fourteen (14) years may use Common Area recreational facilities, including without limitation the lakeside pavilion and its lawn and dock (collectively, the "Pavilion"), the community center and its adjacent lakeside patio and mowed recreation areas (collectively, the "Barn"), the lakes, and any trails near steep terrain, only under the direct supervision of a responsible person 18 years of age or older. No person under 16 years of age may use the weight and exercise equipment in the Barn.
- d. Persons violating the safety rules posted at any recreational facilities may be required to leave.
- e. No use or discharge of any fireworks, explosives or other incendiary devices shall be permitted on any Lot or Association property (unless approved by the Association for a specific event).
- f. No illegal substances of any kind shall be permitted on any Association property.
- g. No visibly intoxicated persons shall be permitted on any Association property.
- h. Unless otherwise specifically provided in these Rules or prior permission is obtained from the Association, no storage, use, spreading, spraying or other application of any herbicide, pesticide, fertilizer or other chemical is permitted on any Lot or Common Area, other than commonly-used herbicides for weed control in graveled and landscaped areas where such herbicides are applied in a manner to prevent accidental contamination of other Lots.
- i. No traps or poisons shall be allowed on any Lot or Common Area, other than: (i) commonly used pesticides and chemicals sprayed on the exterior or used within the interior of structures to control insects, (ii) commonly used traps, baits and chemicals for common household pests that

are wholly contained within a structure, and (iii) commonly used exterior tick and chigger control granules applied in accordance with manufacturer directions.

6. Powered vehicles.

- a. No vehicles may be operated in Overton Retreat other than:
  - (i) vehicles licensed and approved for use on state highways,
  - (ii) golf carts that are designed to carry not more than six passengers and that do not have speed kits or other modifications,
  - (iii) UTVs owned by Members and in use at Overton Retreat as of September 6, 2020, and that comply with all other applicable provisions of these Rules, provided that this exception applies only to those specific UTVs and the Members who currently own them and does not apply to any other Member or to any transferee of any of these UTVs or such Members' Lots or to any replacement vehicle, and
  - (iv) other vehicles approved in advance by the Association in its discretion, giving consideration to all factors deemed relevant by the Association, including aesthetic considerations. Approval of a specific type of vehicle does not bind the Association with respect to a later request to approve the same type of vehicle. Material modifications, including aesthetic modifications, to any vehicle (excluding vehicles approved for use on state highways) must be approved in advance by the Association in its discretion, except that approval is not required for the addition of standard accessories (for example, a golf cart windshield). The operation of any vehicle in Overton Retreat must at all times comply with all other applicable provisions of these Rules, including the provisions of Section 7.

Notwithstanding the foregoing clause 6.a.(iv), motorcycles (except for travel to a Lot from outside the community and to depart from the community), motorbikes or mopeds powered by internal combustion engines, all-terrain vehicles (ATVs), utility terrain vehicles (UTVs), Argos and other multi-wheel amphibious vehicles, go-carts and tracked vehicles may not be operated in Overton Retreat except (A) UTVs and tracked vehicles operated pursuant to Rule 1.e. (including for purposes of maintenance of trails, trees and other elements of Common Areas by the Property Manager and others acting at the direction of the Association) and (B) tracked vehicles operated by contractors performing construction work on any Lot.

- b. No powered vehicle shall be operated in any Common Area (including without limitation all roads, trails, and fields), except on paved roads and any gravel roads and parking areas specifically designated for operation and parking of powered vehicles.
- c. No powered vehicle capable of exceeding 20 MPH on a level paved road may be operated in any Common Area (including all roads) by a person who does not have a valid U.S. driver's license, unless accompanied by someone 18 years of age or older who has a valid U.S. driver's license and who is in a position to take immediate control of the vehicle. Furthermore, no powered vehicle may be operated in any Common Area by a person under 14 years of age.
- d. Vehicles must be parked in designated parking areas only. Overnight parking in any Common Area is prohibited.

- e. Driveways and roads must not be blocked, and parking at individual Lots must not impede normal traffic on roads.
- f. Any spaces designated for handicapped parking must be used only for vehicles displaying handicapped tags or permits. Temporary arrangements for special parking when handicapped tags or permits are not available must be approved in advance by the Association.
- g. No parking or driving is permitted on the shoulder of any road or parking area.
- h. No tires outfitted with chains or studs are allowed on any roads.

7. Noise Restrictions.

- a. Members and guests may not produce sound on the Member's Lot that is audible outside the Member's Lot, other than ordinary conversation in or around a residence, sound emitted by work equipment while in use in accordance with these Rules and the Other Association Documents, and sound ordinarily emitted by properly functioning HVAC equipment for a residence. Sounds produced by contractors hired by Members are regulated by the Contractor Rules.
- b. Members may not operate work equipment on their Lots before 7:30 a.m. or after 5:30 p.m. on weekdays, or before 9:00 a.m. or after 4:30 p.m. on weekends.
- c. All vehicles (including golf carts and UTVs) operated in Overton Retreat must be muffled such that they do not produce engine or other mechanical noise significantly louder than unmodified conventional passenger automobiles.
- d. Unless approved in advance by the Association for Association functions, (i) Members and guests may not produce noise in any Common Areas that is audible more than 50 feet away from the source of such noise, and (ii) no device that amplifies sound may be used at the Pavilion or in the Barn, other than any sound systems installed by the Association that are used in accordance with any posted rules. For purposes of these Rules, "noise" shall be broadly construed to include, without limitation, amplified sound (including all sounds emitted from speakers), sounds produced by musical instruments, and repeated yelling or shouting, but does not include sounds typically produced during the ordinary use of Association recreational equipment or facilities.

8. Fires.

- a. No fires are permitted on Association property except in the fireplaces, grill and firepit at the Pavilion, the grill at the Barn, and any supervised fires in connection with Association functions. All allowed fires must be appropriately supervised while burning and completely extinguished after use.
- b. Fires on private Lots are permitted only (i) in fireplaces with chimneys that are a part of a residence constructed on the Lot, and (ii) in outside firepits designed for the purpose that are surrounded by an appropriate safety area free of combustible materials. Fires on the ground, such as campfires, are prohibited. The burning of brush and other debris on private Lots is prohibited except with the prior express written permission of the Association. County burning restrictions may also apply.
- c. When recommended by governmental authorities and when the Association otherwise deems appropriate, the Association may, in its discretion, post "fire ban in effect" or similar signs at the

main gate and other locations in Overton Retreat. While such signs are posted, all fires, other than fires in homes in internal fireplaces equipped with spark arrestors, are prohibited.

9. Pets.

- a. Pets must remain under the direct control of their owners at all times while on Association property. Dogs on the trails that circle the lakes must be on leashes of six feet or less; provided that a dog in the possession and control of its owner through the use of a shock collar shall be deemed in compliance with this sentence. Dogs are permitted at the Pavilion and the Barn only if they are on a leash of six feet or less and there is not a large gathering present. Owners are responsible for cleaning up after their dogs while on Association property.
- b. No dangerous pets are allowed anywhere, including on Lots (including exotic animals, captured wild animals and any dangerous breeds of pets, *e.g.*, pit bulls). The Association shall have authority to determine, from time to time, which animals or pets are “dangerous.”
- c. Because of their damage to wildlife, no cats are allowed in any Common Areas.
- d. Members shall be responsible for all damages or injuries caused by their pets (and their guests’ pets).

10. Use of Overton Retreat Lakes.

- a. Use of the lakes for swimming, boating, kayaking, canoeing, paddleboarding, fishing or other aquatic activities is restricted to Members, their bona fide houseguests, and other guests when accompanied by the Member.
- b. The Association does not provide any lifeguards or other safety personnel at the lakes. All Owners and guests use the lakes at their own risk. No diving is allowed from any dock. All children under 18 years of age must be under the direct supervision of a responsible adult.
- c. The Association may provide one or more canoes, rowboats, kayaks and/or stand-up paddleboards (collectively, “Watercraft”) for use of Members and their guests. Unless otherwise posted, no charge is made for such use. Association-provided Watercraft (other than paddleboards) bear Overton Retreat decals to indicate they are available for common use. All Members and guests use such Watercraft at their own risk. All Members and guests must wear a life preserver while using any Watercraft owned by the Association.
- d. Fishing from docks must not interfere with their use by other persons, and no fishing is allowed from the dock at the Pavilion or the dock at the Barn. Trot lines and traps, and spearing and netting of fish, are not permitted.
- e. The Association recommends that bass 12 inches or shorter be removed from the lakes after being caught. Bass over 12 inches in length should be promptly returned to the lakes unless being eaten. Panfish should ordinarily be returned to the lakes as they provide food for bass. The sterile carp placed in the lakes for weed control should not be fished or removed. No minnows or grubs may be used as bait at any time. Non-lead fishing weights are encouraged.
- f. Silent electric trolling motors (36 lb. of thrust maximum) are the only motors that may be used on the lakes. All batteries for electric trolling motors must be firmly affixed to the boat to prevent being released into the lake in the event the boat capsizes.

- g. Docks must not be blocked by chairs or equipment.
- h. Boat trailers may not be left on any boat ramp and may not be parked in Overton Retreat roadways or in recreational parking or other common areas overnight.
- i. Boat size shall be limited to 16 feet in length and no more than 400 pounds in weight (excluding the weight of any electric trolling motor and battery).
- j. Member-owned Watercraft must be marked to identify the owner. The Association may deem any Member-owned Watercraft not so marked, or that is in a deteriorated condition, to be abandoned, and may dispose of same. Members are encouraged to make their Watercraft available for common use, and may so indicate by affixing an Overton Retreat decal thereto. Watercraft not so marked are not available for use without the express permission from the owner.
- k. Watercraft may not be left in the water overnight. Member-owned Watercraft may be stored on boat racks at the lakes. Only Watercraft that fit entirely on a single rack may be stored on the racks. The Association may establish other rules for the use of the boat racks. The Association may designate ground-level storage areas for certain types of Member-owned Watercraft, and may establish other rules for the use of these storage areas. Except for storage on such Association boat racks and in such designated ground-level storage areas, no Member-owned Watercraft shall be stored in any Common Area for any amount of time. The Association is not responsible for any damage to any Member-owned Watercraft that is stored on Association boat racks or in designated ground-level storage areas.

11. Trash Collection.

- a. The Association maintains a trash collection unit in the Barn parking lot. Only common household waste generated at Overton Retreat may be placed in the collection unit. All trash other than clean cardboard must be completely contained in tied trash bags that have no tears or leaks. All cardboard boxes must be completely disassembled (not crushed) and divided into reasonably small pieces.
- b. Hatches must be left completely closed (both latches) to ensure the integrity of the collection unit and to facilitate ease of use by other users.
- c. No furniture, appliances, carpet or other large trash items may be placed in the collection unit.
- d. No construction waste of any kind whatsoever may be placed in the collection unit.
- e. No trash may be placed on top of, against or outside the collection unit. If the collection unit is full, the trash must be disposed of by other means.

12. Firearms and Hunting.

- a. The use or discharge of firearms, archery equipment, pellet guns and air rifles or pistols on any Lot or in any Common Area is prohibited. This includes target shooting and skeet.
- b. Hunting of any type is prohibited within the boundaries of Overton Retreat.

- c. Subject to applicable state and federal laws, the trapping or killing of wildlife, except for poisonous snakes and household pests, is prohibited except when authorized by the Board of Directors for wildlife management.

13. Signs.

- a. Upon completion of a residence on a Lot, the Association will produce a standard street address sign to be installed near the driveway entrance for such Lot at a specific location approved by the Association. The Member owning such Lot may elect to include the Member name on the sign, and such Member will be responsible for the full cost of producing and installing the sign.
- b. The only other signs permitted on Lots in connection with the offering for sale of any lot or residence are the approved 12 in. x 18 in. "Lot Available" sign with attached post and the approved 12 in. x 18 in. "Home Available" sign with attached post, but with no modifications or additions. These approved signs will be made available by the Association at no charge. If a Member wishes to include the Lot number on the "Lot Available" sign, the Member will reimburse the Association for the cost of purchasing and applying the number. Members will be responsible for returning these signs in good condition when no longer needed. Both types of these approved signs must be installed with the face of the sign parallel to the road, and with the sign located along the treeline out of the mowed area, or not less than 20 feet from the edge of the paved road surface if the treeline is more than 20 feet from the edge of the paved road surface.
- c. Members may elect to add a contact information sign to the approved "Lot Available" and "Home Available" signs. To ensure uniformity, Members must obtain these signs through the Association, and Members will be responsible for the cost of producing and installing such signs. Members may not install their own signs. The signs cannot be modified once they are produced. Any changes will require a new sign at the then current price. The signs can have either two or three lines. Each line may contain one of the following: (i) the name of an individual, (ii) the name of a real estate firm, (iii) a phone number (please include area code), or (iv) a website address. The Association is not responsible for maintaining any of these signs. Likewise, the Association is not responsible for any damage to signs once installed. If a contact information sign is significantly damaged, it must be removed and replaced (if desired) at the expense of the Member.
- d. Unless otherwise specifically approved by the Association, no other signs visible beyond the boundary of any Lot, including realtor signs, "for sale by owner" signs, other "for sale" signs (including the green "home for sale" signs formerly made available by the Association), contractor signs or other promotional or marketing signs, notices or materials, of any kind, are permitted on any unimproved or improved Lots or within any common area in Overton Retreat (including any improvements in any Common Area).

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