



English Mountain Property Owner's Association



Board of Directors

www.EnglishMountainPOA.com



Monday, June 3, 2024

Hello EMPOA Property Owners,

We would like to take this opportunity recap the changes made during our spring meeting and get everyone up to speed on proposed changes to bylaws and covenants which require a membership vote.

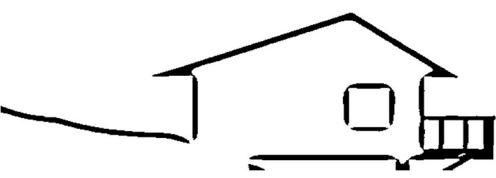
To cut administrative costs thereby dedicating more funds to roadway construction and maintenance, the EMPOA board has decided to “go paperless”. This does not mean that you will no longer be able to receive paper bills and newsletters if you prefer but rather the additional cost of mail-outs and paper invoices will now be optional and incur a surcharge of \$3 per letter. So far, the 2024 year has cost EMPOA residents approximately \$3,800 in postage, envelopes, paper, and printing costs. That cost does not even reflect this newsletter you are currently reading which will likely double that figure. As you can imagine, that is a lot of gravel and man-hours we could be purchasing instead. The EMPOA board would like to formally encourage each property owner to fill out the “Paperless Ot-In” form from our website at your earliest convenience so we can all save money together and get some work done. Paper surcharges will not go into effect until July 15th 2024.

In other news, on April 14th, the board voted during the Spring meeting to amend Section 6-13 of the Bylaws to include mostly typographical corrections which you can find at the end of this newsletter. The sections highlighted in **yellow** are the ones which have been modified or added while the sections with **red lettering** have been removed. The EMPOA board also approved a 10% increase to annual dues to begin in the 2024 through 2025 year.

Proposed amendments to the first 5 sections of the bylaws are also included in the voting form at the end of this newsletter for your review. These amendments require a referendum vote from the membership in good standing to be adopted. Please take a moment to review these proposed amendments and cast your vote. A grace period of 48 hours has been given to all EMPOA members past the posted May 31st deadline to catch up on any late dues and/or set up payment arrangements with the “Finance Committee” to achieve “good standing”. Any EMPOA member who is not in good standing by June 2nd will not be eligible to vote on amendments 1 through 5 or the board elections as all funds collected from June 2nd 2024 thru May 31st 2025 will be add to the 2025 annual budget.

Proposed changes to the EMPOA covenants are also listed at the end of this newsletter. This also requires a membership vote but differs as all members, whether in good standing or not, can and should vote on these changes.

Speaking of voting, it is also time to fill 3 EMPOA board seats. These board positions will be filled from July 14th 2024 through July 10th 2027. Below you will find our 5 nominees along with their respective bio's. Members in good standing may vote by filling out the included election form and either mailing it in to PO Box 5049 Sevierville, TN 36764 or by emailing it to elections@englishmountainpoa.com



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Additionally, you may also vote on the election and proposed bylaws amendments 1 through 5 via our new online voting system which can be found at <https://www.englishmountainpoa.com>

Unfortunately, the proposed changes to the EMPOA covenants cannot yet be conducted online as a paper mail-out to some of the property owners is legally required for these proposed changes to be adopted.

Regards,
The EMPOA Board

EMPOA Board Nominees



Margie
Brown

Hello English Mountain Neighbors!

My name is Margie Brown and I am running for the EMPOA Board. I am currently a new Board member serving since April 2024 as the Secretary. My vision is to see our property community and neighbors come together as a true community where we can all thrive!

My husband, Jerry and I have two children, a son who is 25 and a daughter who is 20. We have two precious miniature Schnauzers, and you can generally find us on English Mountain on the weekends as we are currently building and hope to be complete by the fall of this year and plan to make this place home.

There has been a lot of discussion regarding how the conditions here have deteriorated over the years and why. The dues paid from your road should be used to maintain your road. We cannot sit back idly and pretend there are no funds when we consistently fail to collect them. Although I have 14 years professional experience at a major bank and now work in compliance, just about anyone can see that we can and should do better.



Charles
England

Hello, my name is Charles England and I have lived here for 25 years and would like to help bring some change to the mountain to benefit all. I was not even aware that there was a Property Owner's Association here until a few years ago, and now I would like to help bring some needed action and change. I would like to help regain amenities that were lost over the years. I believe that more involvement in our community is the 1st step to bringing the change we need but more importantly we need to regain trust.

People are tired of paying their fair share and not seeing any results from it.



Board of Directors



Randy
Nininger

Hello, my name is Randy Nininger, & I would like to be elected to the EMPOA Board of directors. 22 years ago, my beautiful wife of 26 years, (Lord knows no one else would put up with me for this long) Briana & I moved to this community & made it our home. I remember a time when we could take our kids to the swimming pool, basketball court, or horse riding. I was here when the amenities were sold, and the roads began to disappear. I have worked with the residents that live on my road to keep it in a drivable state. I own a Bobcat that I'm willing to use with the road committee. I believe that the first step is for every property owner to be able to have access to the land that they own. This community needs more active residents. I believe in the right to bring issues to light, but we also need to secure the ability to address those issues. I feel like we are moving in the correct direction by opening roads as this is my number one priority. So, I am asking for your vote. Lets start doing things right!



Gioconda
Steive

My name is Gioconda Stieve. I was a board member for the English Mountain Property Owners Association from 2020-2022. I am a retired administrator/teacher. During my career, I held many leadership positions as an educator. I retired in 2018 after 35 years with the Miami-Dade Public Schools. I have been a homeowner on English Mountain since 2006. I strongly support individual property rights. When I was on the board and a member of the Architectural Committee, I took my position very seriously and contemplated every vote that I made, hoping that it would be in the best interest of the property owners of English Mountain. If you decide to re-elect me, I promise you that I would continue to work for you.



Fiona
Vaughn

My name is Fiona Vaughn and I would like to serve on the English Mountain Property Owners Association Board. I am a full time resident on English Mountain and have been since 2012.

I am now retired after 46-years as a Registered Nurse caring for people from all walks of life. In that capacity, I held positions as a preceptor for new staff and as a charge nurse of a busy surgical/medical floor. I was also an exceptional patient advocate.

Outside of nursing, I held positions as a team manager and served as Vice President of a large athletic center containing six individual clubs. Membership in each club ranged from 1 to 200 families.

I see changes happening on our once sleepy little piece of paradise and not many for the better. These changes have been made without membership involvement. That is something I would like to change.

One of my goals is to bring an end to our community's disunity that has appeared and divided us in the last few years by representing everyone in a fair manner. To do this, you need good leadership skills, good communication and a caring nature.



English Mountain Property Owner's Association



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I care deeply for this community. I walk the roads and trails of this mountain feeling safe and would love to keep it this way. Rental properties are becoming more and more visible and I spend more and more time picking up other people's trash. As permanent residents, we are losing our sense of community.

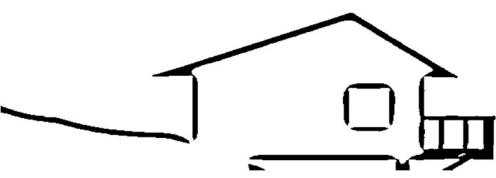
Because we are a residential community, I join others in marking our trees with purple/pink paint to protect our bears from hunters, and to protect our residents from possible stray bullets.

We need to support permanent residents rights to live in a peaceful, harmonious community, because, after all, for most of us that live here full time that is why we built up here or bought in the first place.

I hope you feel the same way and will consider me a suitable candidate to represent your needs on the EMPOA Board.

The Bible states you will not be judged by the number of your good deeds, but by the way you conduct your life. I hope you see me for the latter.





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Proposed Changes to Bylaws Sections 1 – 5

Requires a referendum vote from members in good standing.

- 1) English Mountain Property Owners Association, Inc. is incorporated under the laws of Tennessee.

Its goals are to:

- (1) Work to make English Mountain a resort community under the laws of Tennessee.
- (2) Act as watchdog to see that all state and federal laws as they apply to land development are obeyed.
- (3) Encourage the use of sound engineering and zoning practices within the English Mountain Development.
- (4) Inform the membership of the association of all the facts pertinent to their investment interest.

- 2) **Membership/ Voting:**

- (1) Membership is automatic for all Home, Condominium, Property, & Business owners.
- (2) Members in good standing (dues paid, absence of unpaid fines or liens) have full privileges including voting, access to all roads & amenities. All members in good standing **have the** right to vote on Covenants.
- (3) Each household has one vote. Only one person (regardless of joint ownership or number of lots owned) may be designated as the voting member. Two **membership** cards per family **shall be issued to those households in good standing. Exception:** when two board members are on the board, each may vote on Board Only votes, **NOT** as membership vote; **EXAMPLE: 1 vote per a household for board nominees.**

- 3) **Officers:**

- (1) The officers of this association shall be the President, Vice-President, Secretary, and Treasurer **to be** elected from among the members of the board. The term of office for the President, Vice-President, Secretary, & Treasurer shall be one year.
- (2) **Board** members shall serve **for** three years, **with one third of the total** board members being replaced annually **in order to facilitate a full** rotation every three years. The board shall be a number divisible by three. **The board is limited to a maximum of 9 members.**

- 4) **Quorum:**

- (1) **The** annual meeting requires 15 members of good standing and 5 members of the board **with at least 2 board members which are officers. This number can be changed based on attendance at meetings.**
- (2) **Board meetings require 5 members with at least 2 of which are officers.**

- 5) **Amendment of Articles:**

- (1) Articles 1 through 5 can only be amended **by** a majority of the **association** members **(in good standing)** at the annual meeting or at a meeting called



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specifically to amend articles 1 through 5 (with prior notice for membership attendance. Example: Announced 2-4 weeks in advance).

Proposed Changes to Covenants

Requires a referendum vote from ALL EMPOA members regardless of dues status.

AMENDMENTS TO ENGLISH MOUNTAIN DEVELOPMENT DECLARATION OF PROTECTIVE COVENANTS: 2024

WHEREAS, Preferred Development Corporation developed certain lands within the 1st Civil District of Sevier County, Tennessee and portion of Cocke County, Tennessee, which development is known as “English Mountain Development”, with plats of the English Mountain Development Subdivision being recorded in the register of Deeds office for Sevier County and Cocke County, Tennessee; and

WHEREAS, Preferred Development Corporation Further caused to be recorded “English Mountain Development Declaration of Protective Covenants” (hereinafter “the Covenants”) dated the 30th day of November 1973 and recorded December 5, 1973 in misc. Book 38, page 12 in Sevier County, Tennessee Register of Deeds Office, binding the, tracts and parcels within the English Mountain Development to the Protective Covenants; and

WHEREAS, Preferred Development Corporation ceased and forfeited its development rights in the English Mountain Development a number of years ago and English Mountain Property Owners Association, Tennessee nonprofit Corporation, as the property owners association for the owners of real property within the English Mountain Development, assumed certain governance and enforcement rights was granted the subdivision roads by quit claim deed of Continental Bankers Life Insurance Co. the South of record in WD Book 292, Page 638, Sevier County, Tennessee, Register of Deeds Office; and,

WHEREAS, Article XVI. of the Covenants provides that they shall run with the land and extend until July 31, 2034, whereupon they shall be automatically extended unless changed, in whole or in part, by agreement of the majority of then owners of the lots; and

WHEREAS, the majority of the owners of the lots within the English Mountain Development have affirmatively *approved* amendments to the Covenants as provided under Article XVI., authorizing the Association to record the adopted amendments, the same to be binding upon all lots and owners within the English Mountain Development and to run with the land:

NOW, THEREFOR, the English Mountain Development Declaration of Protective Covenants are hereby amended as follows:

AMENDMENT NO. 1

Any rights, interests or authority of Preferred Development Corporation or other “developer” or “declarant” set forth in the Covenants, including management, Administration, enforcement, amendment, extension or control of the English Mountain Development are extinguished and of no



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further force or effect. The English Mountain Property Owners Association shall be deemed successor to such rights, privileges and authority (but not *development obligations*) under the Covenants for the use and benefit of the owners.

AMENDMENT NO. 2

The Language on page one beginning with "NOW, THEREFORE" is deleted and supplanted with the following:

NOW, THEREFORE, the following declarations are imposed and approved:

The lots, parcels and land and the owners of lots, parcels and land within the geographic boundaries of the English Mountain Development are subject to this Declaration of Protective Covenants and the owners shall automatically be members of the English Mountain Property Owners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel. Such owner and member shall abide by and have voting rights and privileges as set forth in the Association's Bylaws, Charter and Rules & Regulations. Any entity or person who holds title or interest in such property merely as security for the performance of an obligation, including mortgages, deeds of trust or liens, shall not be a member of the Association. Each grantee or purchaser of any lot or parcel within the English Mountain Development covenants, consents and agree to keep, observe, comply with and perform the covenants, conditions and restrictions contained in this Declaration of Protective Covenants, as amended herein and as amended in the future.

AMENDMENT NO. 3

The following paragraph "3. Association Fees and Assessments." Shall be added under II.

D. Common Areas:

3. Association Fees and Assessments. (a) An annual mandatory Association membership fee and road assessment shall be levied by the Property Owners Association to be used for the purposes of promoting the health, safety, pleasure and welfare of the property owners, including the maintenance and improvement of the roadways, appurtenances ditches and infrastructure; the administration of the Association; the enforcement of these Covenants and for such other purposes deemed reasonably necessary for the preservation and betterment of the community.

(b) The amount of the annual fee and assessment shall be set by the board by majority vote at the annual meeting of the Association, in person to meet the budgetary requirements of English Mountain. The membership may consider lot use in setting the budgetary requirements of English Mountain. The board membership may consider lot use in setting the fee and assessment. The Board of Directors of the Association shall take reasonable steps to determine the income and expenses of the Association and budget. Which shall be provided at or preceding the annual meeting of the Association. The membership fee and road assessment for 2025 shall be as set out on the website to the owners. The 2025 fee and assessment shall be set by the board members at the 2024 annual meeting.

(c) Each lot owner, by having accepted title and ownership, shall be deemed to have consented to pay the mandatory annual fee and assessment. If the fee and assessment is not paid on the due date, it shall be deemed delinquent automatically and the amount due plus interest shall thereupon be a continuing lien upon the property against which it is levied, which lien shall bind such property in the hands of the then owners, heirs, successors and assigns. The fee and assessment may be collected by



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the association by such means and with such rights as set out in the bylaws. The lien provided for herein shall be subordinate to the lien of any valid first mortgage or first deed of trust against the lot held by or on behalf of financial, lending or banking institution.

AMENDMENT NO. 4

Paragraph XVI. Term is deleted and supplanted in its entirety with the following:

XVI. Term. These English Mountain Development Declaration of Protective Covenants may be amended in the future by the affirmative vote of fifty-one percent (51%) of the votes cast by members in good standing, in person (provided a quorum is present) at an annual or special meeting of the Association wherein the amendment is to be considered. Notice of any proposed amendment(s) shall be posted on the website along with the notice of the annual or special meeting posted for members. Ballot forms, voting rights and procedures for amendments shall be as provided in the Bylaws and as directed by the Board of the Association. If any amendment(s) is adopted by the fifty-one percent (51%) vote, officers of the Association shall be empowered to record a copy of the amendment(s) in the register's Office for Sevier County, Tennessee, with a certificate stating that it has been duly adopted.

AMENDMENT NO. 5

The following paragraph "I. Definitions"
Shall be added under I.

P. "Tiny House" means any home that falls under the maximum of 500 square feet. Can be built on a mobile platform or permanent house foundation.

Q. "Small Home" means any home that falls under the maximum of 1,000 square feet.

R. "Container House" means a living space constructed from standard shipping container or containers sometimes involving the welding together of more than one container to make a structure wider or taller, that is modified to have most of the things you'd find in a traditional house.

S. Single-Wide Mobile Home: A factory manufactured mobile home structure has a single self-contained unit and mounted on a single chassis and containing a flush toilet, a tub or shower bathe and Kitchen facilities with water supply, electrical supply and sewage disposal connected to outside systems.

T. Double-Wide Mobile Home: also referred to as multi-section home. It's called a double-wide because it has a floor plan with two sections that join to create one large home. They are manufactured as a vehicle with a frame and axles.

U. Modular built Homes: Also referred to as Prefab. Assembly-line building, constructed in a factory. Delivered in sections to the home site.

V. Stick Built: Also referred to as Traditional, Site-Built, or Conventionally framed. Built from scratch, so all steps and materials are visible to the new owner.

W. Pole Barn Home: referred to as a Pole Building or Post-Frame Building. A large agricultural structure with no basement, a high ceiling, and wide-open spaces. Laminated wooden post are used in the frame.

X. New: Not existing before; made, introduced or discovered recently, or now for the first time.



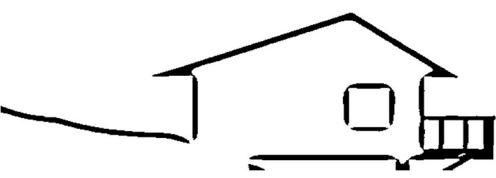
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AMENDMENT NO.6

The following paragraph "1. Minimum Areas.
Shall be added under II.

1. Minimum Areas.

- A. No dwelling shall be erected which shall consist of less than 1,000 square feet of living space.
- B. No dwelling shall be erected with less than 1,000 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$3,000, but less than \$4,000.
- C. No dwelling shall be erected with less than 1,200 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$3,000, but less than \$5,000.
- D. No dwelling shall be erected with less than 1,500 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$5,000, but less than \$6,000.
- E. No dwelling shall be erected with less than 2,800 square feet of living space on a lot which is sold by Preferred Development Corporation for more than \$7,000.
- F. No dwelling shall be erected with the definition of "*Tiny House, Small Home, Container House, or Pole Barn Home.*"
- G. Only the following sections are allowed to have a dwelling defined as: "*New Single-Wide Mobile Home*" LCTP.
- H. Only the following sections are allowed to have a dwelling defined as: "*New Double-Wide Mobile Home, or Modular Built Home.*" 22, 23, 24, 31, 33, 34, 38 These dwellings must comply with the minimum requirements of 1,000 square feet.
- I. If a "*Plat*" of land is developed into multiple separate dwellings none shall be erected with less than a minimum of 1,200 square feet. And shall be subjected to annual association dues for each dwelling.



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EMPOA Official Ballot 2024 through 2027

Only 1 vote will be recorded per verified lot owner in good standing. You may change your vote at any time prior to July 3rd 2024 at midnight by resubmitting this ballot to elections@englishmountainpoa.com or by submitting the online voting form from our website <https://www.englishmountainpoa.com>

Only the most recent submission will be counted. Votes submitted by non-members or members "not in good standing" (with past due balances) as of June 1st 2024 will be discarded. Members with payment arraignments approved through the Finance Committee prior to June 1st 2024 are not considered past due and are therefore in good standing. Membership will be verified through the property owner information on file within the EMPOA account system. Votes submitted without a verified property owner will be considered non-members and therefore discarded. If you have not yet done so, please be sure to register your email address in the EMPOA account portal as this will drastically assist us in the verification of votes.

Members with past due balances as of June 1st 2024 are not eligible to vote in the 2024 elections as funds collected from June 2nd 2024 thru May 31st 2025 will be included in the 2025 year's annual budget.

Property Owner Name

Property Section and Lot Number

Board Seat Nominees

Only members in good standing may vote in elections. Please select up to 3 nominees

- Brown, Margie**
- England, Charles**
- Nininger, Randy**
- Steive, Gioconda**
- Vaughn, Fiona**

Proposed Amendments and Changes to Bylaws 1 thru 5

Only members in good standing may vote on bylaws

- APPROVE DISAPPROVE

Proposed Amendments and Changes Covenants

All membership may vote on covenants regardless of payment status

- APPROVE DISAPPROVE

Please mail this ballot to **PO BOX 5049 Sevierville, TN 37864** or email to elections@englishmountainpoa.com