

Table of Contents

LEASE COMMITTEE	3
LEASEHOLDS IN THE DOWNTOWN PLANNING ZONE	3
NEW CONSTRUCTION	3
TRANSFER OR SALE OF LEASEHOLDS	3
Listing of leasehold property for sale	4
Handling significant reduction in sale price of a residential leasehold	4
Transfer of a leasehold.....	5
Adding names to leaseholds, transfers into trusts and transfers to beneficiaries	6
OWNING MORE THAN ONE RESIDENTIAL LEASE	6
SURVEYING OF LEASES.....	6
CHANGING THE SIZE OF AN EXISTING LEASE	7
LEASE TRANSFER FEES.....	7
LEASE FEES	7
Ground rent	8
Municipal services.....	8
Special lease fee discounts	8
Additional charges for commercial leases	9
Garbage fees	9
APPEARANCE AND MAINTENANCE OF LEASEHOLDS.....	9
Disposal of leaves and brush.....	10
MAKING CHANGES OR IMPROVEMENTS ON A LEASEHOLD	10
DUMPSTERS, PORTABLE RESTROOMS, AND PORTABLE STORAGE CONTAINERS (i.e. PODS).....	11
New construction.....	11
Renovations	12
FENCES	12
Front yards	12
Rear yards	12
Common side yards.....	12
GARAGES AND OUTBUILDINGS.....	12
SIGNS.....	13
Business signs.....	13

Contractor signs 13

Leasehold numbering signs..... 13

Miscellaneous signs 13

Political signs..... 13

Real Estate signs..... 13

Temporary signs and event signs..... 14

SUBLEASING/RENTING 14

 Guests 14

 Short-term and special events rental (less than three months) by local residents..... 14

 Short-term rental (less than three months) by absentee leaseholders 14

 Special events rental by absentee leaseholders 14

 Subleasing and Long-Term Rental (more than three months) by Local Residents and Absentee Leaseholders 15

GUIDELINES FOR RENTING TO UNDERGRADUATES ON THE DOMAIN 15

EVENTS WITH AMPLIFIED MUSIC..... 16

This document is a guideline regarding current policies and procedures, which is provided to leaseholders for their information. The University reserves the right to change any and all of its policies and procedures in whole or in part at any time.

LEASE COMMITTEE

According to the ordinances of the University of the South, there shall be a lease committee in charge of granting of leases, easements, and other conveyances under the provisions of these ordinances. The members of this committee shall be the provost, the treasurer, serving *ex officio*; two members at large appointed by the vice-chancellor; two members elected by the Sewanee Community Council; and two members elected by the joint faculties. All of these members shall have voice and vote. Members other than *ex officio* members shall be named or elected for two-year terms and shall serve until reappointed, re-elected, or a successor is named. The provost, or in the provost's absence, the treasurer, shall act as chair of this committee. The committee makes recommendations to the vice-chancellor who gives final approval.

There shall be a superintendent of leases appointed by the vice-chancellor. The superintendent of leases shall be the administrator for all matters coming under the jurisdiction and charge of the lease committee, shall *ex officio* be a member of that committee, with vote, and act as the secretary, and shall be authorized to execute all leases and other documents as directed by the committee. The superintendent of leases shall keep and maintain a full and detailed record of all leases and other documents affecting the land or land uses within the Domain.

LEASEHOLDS IN THE DOWNTOWN PLANNING ZONE

If your lease is within the downtown planning zone, you must follow the Sewanee Village Pattern book along with the regular leaseholder requirements. All new construction, remodeling, or additions to structures within the zone must be approved by the downtown planners and the lease committee prior to beginning construction. In addition, setbacks within the downtown planning zone are handled on an individual basis.

The zone map and the pattern book can be found at <http://www.sewanee.edu/village/>. **If you are unsure if your lease falls within the downtown zone or have questions regarding new construction, remodeling or setbacks, please contact the Office of Leases and Community Relations.**

NEW CONSTRUCTION - ELIGIBILITY REQUIREMENTS AND STIPULATIONS

All leases for new construction must be for a primary residence. A primary residence means a dwelling where one actually lives at least nine months of the calendar year and is the address on one's driver's license.

University Employees

University employees who meet the following criteria are eligible to obtain a lease for new construction.

1. Full-time continuing staff member or a tenured or tenure-track faculty member.
2. Part-time continuing staff member who has worked for the University for at least four consecutive years in a position of at least $\frac{3}{4}$ time.

Individuals/Non-Employees

Select lots determined by the University are available for individuals that are not employees of the University to obtain a lease for new construction. These select lots that are made available to individuals/non-employees have an entry fee and resale stipulation associated with the lots. However, if

the new construction is sold as a primary residence to a University employee meeting the eligibility criteria to obtain a lease for new construction above, the entry fee will not be charged.

1. Individuals Employing Traditional Contractors
 - a. Entry fee calculation: fee derived from appraised land value of leasehold and premium considerations of location as determined by the Lease Office.
 - b. Residence must resell to an individual for use their primary residence as stipulated in the lease agreement.
2. Residential Real Estate Developer
 - a. Entry fee calculation: fee derived from calculation including NPV of estimated future lease payments, appraised land value and premium considerations of location as determined by the Lease Office.
 - b. Residence must resell to an individual for use as their primary residence as stipulated in the lease agreement.

Other restrictions that apply to new leases include:

1. New leases will be granted only for sites approved by the University and will not be granted until the proposed leaseholder is ready to proceed immediately with construction.
2. All new construction must be served by Duck River Electric and Sewanee Utility District. If sewer lines are available, the lease committee will require the property be connected to sewer.
3. Building plans, including the site plan, must be approved by the lease committee prior to construction.
4. A University employee who builds a home must own that home for at least five years before being eligible to build another home on the Domain.

More information on new construction can be found <http://leases.sewanee.edu/new-construction/>.

TRANSFER OR SALE OF LEASEHOLDS

Leaseholders wishing to sell or transfer their property should contact the Office of Leases and Community Relations for guidance and assistance. A leaseholder wishing to sell may do so as a “for sale by owner” or may list the property with a licensed real estate agent.

Listing of leasehold property for sale

All offers to sell residential leases must be posted through the Office of Leases and Community Relations for at least 30 days and all offers to sell commercial leases must be posted for at least 15 days. If the buyer is a University employee and the home is to be the employee’s primary residence, the lease committee may approve the transfer before the 30 days has expired.

Once the Office of Leases and Community Relations has been notified of the listing of the property, leaseholders and/or real estate agents may use other normal means of advertising.

Handling significant reduction in sale price of a residential leasehold

Whenever a seller of a leasehold agrees to sell to a non-employee for an amount that is 15 percent or more below the posted selling price, the Office of Leases and Community Relations will circulate an email to employees to notify them of the price reduction. Employees will have two weeks to make an offer under this option.

Transfer of a leasehold

All lease transfers are subject to the University's right of first refusal which may be exercised at any time before a lease transfer request has been approved by the lease committee.

The University, through its lease committee, must approve all transfers of leases. A contract between the leaseholder and a buyer does not guarantee that the University will approve a transfer, and the University recommends that all contracts state they are subject to the University's approval.

The University gives preference for residential lease transfers to University employees and incoming employees that have accepted an official offer of employment from the University, and in the event an employee or incoming employee (as defined above) and a non-employee seek to purchase the same lease, the University will normally approve a transfer to the employee or incoming employee who is offering to pay the same purchase price as the non-employee. However, contingencies within the contract with the employee or incoming employee must be at least as favorable to the seller as contingencies within the contract of the non-employee (excluding the cash offer portion) and the closing date may not be more than one month past the original closing date of the non-employee contract unless approved by the seller. Employees or incoming employees may supersede the contract from a non-employee up until the time that the transfer of the leasehold to the non-employee has been approved by the Lease Committee.

Homes in Parson's Green and lots specified by the Lease Office must be used as a primary residence and must transfer as a primary residence.

Listed below are the steps that must be followed to transfer a leasehold:

3. A request to transfer ownership must be submitted to the Office of Leases and Community Relations and if a transfer is a sale, must include a copy of the purchase agreement, disclosure form, and the buyer information form. The forms are available on the Office of Leases and Community Relations website: <http://leases.sewanee.edu/forms/>.
4. All liens and amounts due to the University by the leaseholder/seller must be paid in full before or at the time of closing. These include but are not limited to taxes, University accounts, and mortgages.
5. The University, through its lease committee, may impose other requirements as a condition for approving the transfer of the lease.
 - These include, but are not limited to:
 - a. Bringing the property up to an acceptable standard of condition.
 - b. Correcting fire code violations.
 - c. Changing the size of the leasehold.
6. The University must consent to Deeds of Trust which secure mortgages against the leasehold property. In the event of foreclosure, the University must consent to the purchaser of the lease and proposed use of the lease.
7. New leases must be prepared using an up-to-date survey and all documents must be recorded. The cost of surveying the lot and preparing and recording documents must be paid by the buyer or seller as specified in the purchase agreement. However, if the purchase agreement is terminated, the seller may be responsible for the cost of the survey and any other applicable fees incurred.

Adding names to leaseholds, transfers into trusts and transfers to beneficiaries

A request to add a name(s) to a lease constitutes a transfer of ownership and will be subject to all applicable conditions.

The University may permit the transfer of a lease into a trust for the benefit of an individual and spouse. Upon the death of the individual and spouse, whichever is last, the trustee(s) of the trust must transfer the lease out of the trust within one year from the date of death, subject to the University's approval of such transfer. If the trustee(s) fail to transfer the lease from the trust within one calendar year, then the University has the right to terminate the lease. A transfer fee shall be due and payable to the University upon transfer of the lease out of the trust.

When a leaseholder dies and leaves the interest in the lease and improvements to a third party beneficiary, that beneficiary must request approval from the lease committee for transfer and is normally responsible for any applicable fees. If the beneficiary prefers to sell the lease rather than have it transferred to them, the beneficiary normally will have 18 months from the date of death of the leaseholder to complete a sale. If the lease does not sell within the 18-month period, the beneficiary must complete transfer of the lease into their name and pay all applicable fees.

OWNING MORE THAN ONE RESIDENTIAL LEASE

A person may have only one residential lease on the Domain except in the following cases:

1. The inheritance of a residence; or
2. The purchase of a residence for one's parents or other immediate family members; or
3. The use of a residence for rental property, that in the opinion of the superintendent of leases or the lease committee, is beneficial to the community.

If none of these cases apply, one of the leaseholds must be put on the market for sale within a reasonable time frame, which will be determined by the superintendent of leases and the lease committee.

Under these rules, leaseholders may own a maximum of two residential leaseholds at the same time and one of the leaseholds must be used as the primary residence.

Employees will be charged ground rent on any leasehold that is not their primary residence. In the event that more than one employee wants to purchase a home, preference will be given to the employee for whom it will be a primary residence.

SURVEYING OF LEASES

All leases should contain an accurate description of the lot covered by the lease and should have enduring and traceable points of reference. It is the leaseholder's responsibility to know where the lease boundaries are located.

Whenever a lease is written, the superintendent of leases will determine if a new survey is needed and arrange with a licensed surveyor to do the work. Every effort will be made to reproduce the original lot lines; however, some adjustments may be made in consultation with the leaseholder to ensure that fences and other improvements are situated on the lease. Whenever possible, adjoining leases should have contiguous boundaries, and access to the lease should be possible either directly from a public road or by a properly executed easement.

When there is a change of ownership the cost of the survey will be paid by the leaseholder (usually the buyer) according to the terms of the purchase and sale contract. However, if the purchase agreement is terminated, the seller may be responsible for the cost of the survey. If replacing a lease that has expired, the University will pay the cost to survey the lot.

CHANGING THE SIZE OF AN EXISTING LEASE

A request to change the size of an existing lease must be submitted to the lease committee in writing. The request must include a description of the proposed change, the reason for making the change, and the assurance that neighboring leaseholders have been consulted and have no objections to the requested change. The lease committee has the responsibility for considering each request on its individual merit and in the context of the whole community both now and in the future.

If approved, the leaseholder should be prepared to pay for the cost of resurveying the lot and preparing and recording the new lease. Changes in the lot size may result in a change in the appraised value, which could result in a change in the amount of lease fee and property taxes.

The University has the right to change the size of a lease when there is a transfer or renewal.

LEASE TRANSFER FEES

Normally, anyone who acquires an interest in any residential or commercial lease through purchase, gift, or otherwise must pay a transfer fee based on the purchase price or fair market value as determined by a certified appraiser. The transfer fee is four percent of this amount, but the rate is subject to change at the University's discretion.

Full-time continuing employees, incoming full-time continuing employees that have accepted an official offer of employment from the University, and University retirees as defined by Human Resources, who purchase or otherwise acquire an interest in a lease for their primary residence, are exempt from paying the transfer fee. A spouse of an employee or a retiree who was eligible for a transfer fee waiver who inherits a lease is also exempt from the transfer fee provided the lease is used for the spouse's primary residence.

If an incoming full-time continuing employee receives the transfer fee exemption and fails to begin employment with the University, the exemption would be revoked and the transfer fee amount would be billed to the then non-employee leaseholder.

Any person who is not an employee or retired employee and who had a primary residential lease as of October 1989 is exempt from the transfer fee when they sell that lease and purchase another one for a primary residence. This is a one-time exception.

If a lease is acquired by two parties, one of whom is not exempt from the transfer fee, the non-exempt person(s) will pay four percent of their proportional share.

No transfer fee is due if a spouse or child is added to an existing lease. Rare exceptions may be made by the superintendent of leases or by the lease committee to allow other persons to be added to the lease without a transfer fee. The lease form will be updated and the lease fee adjusted based on the current tax assessor's appraisal.

LEASE FEES

The leasing of ground on the Domain is governed by the ordinances of the University of the South. According to the ordinances, the annual lease fee "shall include a fair rental for the use of the land

involved, based upon the then current value of that land, and a fair and proportionate share of the then current cost to the University of the municipal type services which it furnishes within the Domain and without other charge to lessees. A lease may provide for the redetermination of this fee each year or at such intervals as the lease may state. Leases of land for commercial purposes may provide for additional charges equitably related to the particular business use.”

Ground rent

For leases issued after Sept. 1, 2011, the ground rent will be calculated at four percent of the current appraised value of the lot as determined by the Franklin County tax assessor and will not be frozen.

Full-time continuing staff members, tenured or tenure-track faculty members, those who retire from full-time positions (as defined by Human Resources), and those employees that leave the University in good standing with at least 20+ years of consecutive, dedicated service and at the time of separation from the University received the employee ground rent deduction are not charged the ground rent portion of the lease fee for their primary residence on the Domain. Part-time continuing staff, contingent faculty, or term staff with at least two consecutive years of service, and those who retire from a part-time position (as defined by Human Resources) receive a reduction in the ground rent portion of the lease fee for their primary residence commensurate with their level of employment.

Municipal services

The charge for municipal type services is calculated by determining the total cost to the University for these services and dividing that cost between the University and leaseholders in a ratio based on the appraised value of the improvements (buildings) as determined by the Franklin County tax assessor on its most recent appraisal.

The following example shows the calculation of a lease fee where, according to the county appraisal, the lot is valued at \$28,000 and the improvements (buildings) are valued at \$188,000.

Ground rent: 4% x \$28,000 =	\$1,120
Municipal services: .004697649* x \$188,000 =	<u>\$883.16</u>
Total lease fee	\$2,003.16
*2020 multiplier	

Lease fees are recalculated each year and a letter is sent to leaseholders in August notifying them of the rate that is effective in September.

In addition, any time there is a change in a lease, the lease form will be updated and the lease fee adjusted based on the then current tax assessor’s appraisal.

Employees are encouraged to pay lease fees via payroll deductions. Employees with delinquent lease fee accounts will be required to use payroll deduction.

Special lease fee discounts

Hardship cases will be dealt with on a case-by-case basis. Request for special consideration should be sent to the Office of Leases and Community Relations.

Additional charges for commercial leases

In addition to the annual lease fee applicable to all leases, commercial leases may be assessed an additional charge equitably related to the particular business use. This charge may be assessed when the business use is likely to:

1. Result in municipal services significantly greater than those provided for other commercial uses; and/or
2. Result in greater than normal wear and tear to the University land that is subject to the lease; and/or
3. Result in environmental risks including but not limited to production of hazardous waste or other environmental impact and/or excessive noise.

Garbage fees

In order to make garbage service affordable for our small community, all leaseholders are required to subscribe to the garbage service. If you plan to be out of town for a period of at least three months AND you notify the lease office in advance, garbage service can be suspended. Absentee leaseholders are required to pay for this service as well.

APPEARANCE AND MAINTENANCE OF LEASEHOLDS

The Sewanee Community is blessed with abundant natural beauty. The University takes seriously the importance of a visually attractive campus for the recruitment of students and is committed to maintaining the appearance of University-owned buildings and grounds. The University and the Community Council also recognize the importance of the appearance of the Domain and have adopted community-wide appearance standards. The following guidelines apply to all leaseholders.

1. Buildings should be kept painted or power-washed and in good repair.
2. Repair or renovation projects should be completed in a timely fashion and all debris or building material scraps promptly removed and properly disposed.
3. Items which must be stored out of doors should be stowed as neatly and inconspicuously as possible.
4. Household appliances and furnishings (except those specifically designed for outdoor use) should not be left outside.
5. Wood piles should be stacked neatly.
6. Only those motorized vehicles which are regularly and frequently used by the resident may be parked on the premises. Adequate and designated parking areas should be provided.
7. Mobile homes must not be parked on the Domain. Camp trailers, boat trailers, and other recreational vehicles may be parked on the owner's lease; however, they may not be inhabited. Owners should park such vehicles so as to be as inconspicuous as possible to public view and to avoid blocking driveways or other avenues of access which may be needed by emergency vehicles.
8. Yards should be kept clean and free of litter and debris.
9. Wooded, natural areas should be inspected periodically and dead trees and branches which threaten structures should be trimmed and removed.
10. Non-wooded areas should be kept neat; grassy areas should be mowed and trimmed.
11. Grassy areas that are being converted to gardens are not expected to be mowed, but during the transition area should be kept neat in appearance and grass should not be allowed to grow high.

12. Every effort should be made to avoid a cluttered, unkempt appearance.

Problems or concerns related to the appearance of leaseholds should be reported to the Community Council representative or directly to the Office of Leases and Community Relations. The complaint will be reviewed by the Office of Leases and Community Relations.

Disposal of leaves and brush

There is no community curbside brush or leaf pickup. Disposal of vegetation and yard waste over the bluff, on trails, in streams, in drainage ditches, etc., is prohibited. For a fee, Facilities Management will pick up leaves and brush at residential leaseholds on the Domain. Leaves must be piled at the curbside (no brush mixed in with leaves). Brush may be piled separately from leaves and in an accessible location. This service is available seasonally, November through January. Call 931.598.1264 for availability and cost of service.

Leaseholders wishing to burn leaves, brush, and/or grass on their lease must first get a permit from the Tennessee Division of Forestry. Call 931.598.5535 to obtain a permit. No burning is permitted off your lease.

MAKING CHANGES OR IMPROVEMENTS ON A LEASEHOLD

Listed below are a couple examples of projects that do not require University approval. These examples include, but aren't limited to:

1. Remodeling or redecorating which refurbishes existing finished space.
2. Routine maintenance.

Listed below are several examples of projects that do require approval. These examples include, but aren't limited to:

1. Adding a room or rooms to an existing house.
2. Converting a garage or porch to living space.
3. Adding porches, decks, garages, carports, storage sheds, and/or guest cottages.
4. Installing fences.
5. Changing exterior paint colors and/or roof colors.
6. Converting a store room to an office in a commercial lease.
7. Landscaping that will be a major change.

All remodeling, alterations, additions or other freestanding structures that change the external appearance or alter the primary use of the lease must be approved by the superintendent of leases or the lease committee prior to beginning construction. Approvals must be implemented within one year. If changes are not completed within one year, the leaseholder must resubmit the request to the lease committee.

The leaseholder is responsible for knowing where the lease boundaries are located. Structures must be at least 35 feet from all property lines. Exceptions may be made if there is no reasonable alternative to accomplish the needed expansion and provided adjoining leaseholders do not object to the proposed variance. The leaseholder may be required to change lot lines, where feasible, in order to preserve the 35-foot setback. All costs of changing lot boundaries are to be paid by the leaseholder wishing to build the addition.

It is the responsibility of the leaseholder to meet Franklin County requirements for construction and to secure a Franklin County building permit, if required. It is also recommended that the leaseholder contact local utility companies to ensure there are no issues before beginning the project.

The University recommends that leaseholders hire contractors who comply with the state of Tennessee's laws for licensing and insurance. It is the leaseholder's responsibility to confirm that a contractor meets the state of Tennessee's requirements. The University assumes no responsibility or liability for the work performed on leasehold property.

Improvements that add value to leaseholds are subject to the leaseholder agreeing to the adjustment of the lease fee to reflect the increased appraised value of improvements.

To secure approval, the following steps must be followed:

1. Prepare a written request for approval of the plans, which includes the following information:
 - a) Nature and reason for change.
 - b) Where and how it is to be constructed and by whom.
 - c) Site plan that explains the location of the changes in relation to existing structures and lot lines.
 - d) Elevations of all exterior surfaces.
 - e) Samples of exterior materials as well as color schemes.
2. Proposals that require a variance in the setback requirement, approval of the plans including the variance, will need to be secured from neighbors before presentation to the lease committee. The County has its own setbacks and any variance from those must be approved by Franklin County through its Planning and Zoning Office.
3. Submit your request to the superintendent of leases for consideration by the lease committee.

The lease committee meets once per month. Sufficient time to develop and present the plan must be considered. The leaseholder may consult with the superintendent of leases for assistance in this process.

DUMPSTERS, PORTABLE RESTROOMS, AND PORTABLE STORAGE CONTAINERS (i.e. PODS)

Dumpsters, portable restrooms, and portable storage containers (pods) are only allowed during new construction and renovation projects. Dumpsters, portable restrooms, and portable storage containers (pods) must be removed upon completion of the project. The total duration may not exceed 90 days when these items are being used during renovation projects. Failure to comply will result in the University hiring someone to clean the site or remove the items. If the University has to hire someone to clean the site, the leaseholder will be billed for the clean-up.

New construction

Builders are required to maintain a dumpster at the residence under construction. This dumpster shall be emptied periodically or when construction materials reach the upper rim. The required dumpster may be shared between two or more builders and/or leaseholders.

Builders are responsible for their own portable restroom or for making arrangements with nearby builders to share a unit between several construction sites. The portable restroom must be maintained on a regular basis and the door must face toward the subject property and not toward the street, sidewalk, or other public right-of-way.

Renovations

The superintendent of leases must be notified prior to the placement of dumpsters, portable restrooms, and portable storage containers. These items must be placed wholly on the leasehold and not on adjoining property. Dumpsters, portable restrooms, and portable storage containers must be removed upon completion of the renovation project and the total duration should not exceed 90 days.

FENCES

Fence design should be compatible with the architectural design of the home and neighborhood. Fences that are finished on both sides are desired over single-side designs. In all cases the “finished” side of the fence should be located toward the public view. Wood, stone, or a combination of the two are preferred materials for fences visible from the street or in public areas.

When making a request for a fence please include a drawing or a brochure showing the design of the fence, a site plan showing the location of the fence and a detailed description of the fence including its purpose, height, material, and color.

The superintendent of leases or the lease committee must approve all fences. Fences within the downtown zone must also follow the Sewanee Village Pattern book and require the approval of the downtown planners. The Sewanee Village Pattern book can be found <http://www.sewanee.edu/village/>.

Front yards

Fences in the front yard are discouraged. Fences that face the street should not be further forward than the front of the house. Chain link and wire fences are generally not allowed in the front yard. In the event the lease committee approves a fence in the main front yard area, its maximum height should not exceed four feet .

Rear yards

A fence may be allowed along the rear property lines or behind the rear plane of the house. The preferred height for rear yard fencing is four feet. The maximum height allowable is six feet.

Common side yards

Any fence proposed along a common property line must be coordinated with the adjacent lease. Reasonable efforts must be taken to accommodate the needs, desire, and requirements of each owner. Front yard criteria is applicable to side yard fences that are not behind the rear plane of the house.

GARAGES AND OUTBUILDINGS

Garages and outbuildings include carports, detached garages, and storage sheds. The superintendent of leases or the lease committee must approve garages and outbuildings and they must be designed to blend with and compliment the main dwelling. Garage/outbuilding plans for a lease within the downtown planning zone must also follow the Sewanee Village Pattern book and require the approval of the downtown planners. The Sewanee Village Pattern book can be found <http://www.sewanee.edu/village/>

Attached garages should be located so that the garage door is not facing the main street unless this is unavoidable due to topography. In that case, the garage door should be at least five feet back from the front plane of the house. Carports and detached garages may be located in the side yard. Storage sheds

should be located entirely in the rear yard. The lease committee may make exceptions if required, due to topography or other site related issues.

SIGNS

Signs may not be posted on trees or telephone poles.

Business signs

All signs related to one's business operation must be approved in advance by the superintendent of leases or the lease committee. Requests for approval of signs should include the following:

1. A detailed sketch of the sign showing size, colors, lettering, graphics, and materials to be used.
2. A sketch showing the placement of the sign in relation to the building.

For more details, please refer to the Sewanee Village signage standards found at <http://www.sewanee.edu/village/>.

Contractor signs

A sign the size of a typical "real estate" sign representing the builder or landscaper may be placed on the building site if it is removed when the home or landscaping is finished. Advertising signs for subcontractors is prohibited.

Leasehold numbering signs

All leaseholders should display their house numbers. Listed below are the recommendations for house numbering:

1. Numbers should be displayed at the street, not on the house itself, unless the setback is minimal. A mailbox is the appropriate place.
2. Numbers displayed should be the E-911 house address, not a University house number or other address.
3. Numbers should not be flashy or gaudy. A height of 3-4" is preferable. Routed, stained wood signs with painted numbers are acceptable, as are black or brass numbers.

Miscellaneous signs

Temporary signs such as garage sale signs or open house signs may be displayed on the day of the event, but must be taken down the same day.

Political signs

Leaseholders may place average size political signs (roughly 18 x 24) on their leaseholds. The suggested designated area for candidates to place political signs is the corner of Sherwood Road and Highway 41 A. Leaseholders and candidates are required to remove the signs within five days after the election.

Real Estate signs

Real estate signs may be placed only in a yard advertising the availability of a given piece of property and must be removed by the closing date. Signs should not be used along roads for directional purposes.

Temporary signs and event signs

One temporary sign or banner advertising a sale or event to be conducted in the building or on the leasehold shall be allowed, provided that it is displayed no sooner than 30 days prior to the event and is taken down no later than five days after the event.

All temporary signs must be made of weatherproof materials and mounted or displayed so as not to permanently mark or damage the ground or building to which they are attached, and must be approved by the lease committee.

A temporary sign with the name and/or logo of a business may be placed on a building or leasehold for no more than 90 days. The temporary sign must be replaced with a permanent sign within 90 days, so the leaseholder or business owner must submit an application for permanent signage within that time period. If circumstances do not allow the leaseholder or business owner to have the permanent sign in place within the 90 days of the mounting or display of the temporary sign, they must submit a request for extension of the temporary sign to the superintendent of leases.

SUBLEASING/RENTING

Below are the policies for hosting guests, for subleasing and renting leaseholds, and the guidelines for renting to undergraduates.

Leaseholders who rent all or a portion of their home may owe additional Franklin County taxes.

Guests

Leaseholders are welcome to share their home with guests. We consider guests to be family and friends with whom you share the hospitality of your home. Our hope is that Sewanee homeowners make appropriate use of homes while respecting their neighbors. If a leaseholder will not be in Sewanee when guests are staying in their home, the name of a contact person within the Sewanee community, who can address problems that may arise, must be provided to the Office of Leases and Community Relations.

Short-term and special events rental (less than three months) by local residents

A leaseholder whose primary residence is on the Domain who intends to rent his or her residence, or a room, guesthouse or apartment, or any portion of the property, on an occasional basis for a period of less than three months or during University sponsored special events, must notify the Office of Leases and Community Relations and complete the Short Term and Special Events Rental Agreement form. The form can be found at : <http://leases.sewanee.edu/forms/>.

Rentals will be reviewed annually and permission withdrawn if problems arise.

Short-term rental (less than three months) by absentee leaseholders

With the exception of special events as described below, short-term rental by absentee leaseholders is not permitted.

Special events rental by absentee leaseholders

Special events are University-sponsored or approved events and programs that include Family Weekend, Homecoming, Graduation, Lessons and Carols, D.Min. Program, School of Letters, Sewanee Writers' Conference, the Sewanee Summer Music Festival, Summer reunions and weddings and/or receptions on the Domain. Absentee leaseholders who intend to make their homes available to persons who are not

personal guests for these special events must complete a Special Events Rental Agreement form each year. The form can be found at: <http://leases.sewanee.edu/forms/>.

Absentee leaseholders that advertise home for rent **must state** in all advertisements that the home is **only available** during University sponsored or approved events. No signs are allowed in the yard for advertising.

Special events rental by absentee leaseholders will be reviewed annually and permission withdrawn if problems arise.

Subleasing and Long-Term Rental (more than three months) by Local Residents and Absentee Leaseholders

Any leaseholder (local resident or absentee) who wishes to rent their residence or a portion of their residence, or a room, guesthouse or apartment, or any portion of the property on a long-term basis for a period of more than three months must obtain approval through the Office of Leases and Community Relations.

The superintendent of leases is responsible for keeping a record of long-term subleases and rentals. Failure to secure approval from the University in advance may constitute a breach of lease, and the University has the option of canceling the lease in such cases.

In order to obtain approval for sublease and long-term rentals, the steps below must be completed:

1. Completion of the application for sublease. The application can be found: <http://leases.sewanee.edu/forms/>.
2. The leaseholder must provide the sub-leaseholder(s) with information regarding the University lease and clear instructions that the sub-leaseholder/renter must comply with the terms of the lease.
3. Information about the community garbage service must be provided to the sub-leaseholder/renter. The University will continue to bill the leaseholder for garbage fees.

Routine requests will be handled by the superintendent of leases. Special stipulations will be submitted to the lease committee for its consideration before a decision is rendered. The superintendent of leases will notify the leaseholder of the University's action on the request. If the request is not approved, the reasons for rejection will be given.

GUIDELINES FOR RENTING TO UNDERGRADUATES ON THE DOMAIN

The Sewanee community has had a long, and for the most part, positive experience in housing a small percentage of its undergraduate students outside the residence halls. In recent years, 30 to 50 undergraduate students have requested and been granted permission each year to live outside our residence halls. Below are the guidelines used when leaseholders request permission to house undergraduates.

1. A small number of students might be permitted to live in an owner-occupied home in a residential neighborhood. It is unlikely that undergraduates will be permitted to rent a house that is not occupied by the owner.

2. Leaseholders must apply for and receive approval from the lease committee and must also receive approval and be added to the list of leaseholds approved to rent rooms from the Office of Residential Life before entering into a rental agreement.
3. Undergraduates must apply and be approved to live outside the residence hall system, prior to entering into a rental agreement. The application process is part of the room selection process.
4. Changes in garbage rate and lease fees may be required when a lease is approved for undergraduate rental.

Wiggins Creek subdivision was designed to be a single-family area, and the development plans stipulated that no undergraduate students would be allowed to rent there. Should an undergraduate student's parent or guardian's primary residence be in the Wiggins Creek subdivision or in other neighborhoods, a student may request permission to live there with their family.

EVENTS WITH AMPLIFIED MUSIC

It is a goal of the Office of Leases and Community Relations to protect our sense of community. We share this community with undergraduates and alums and Sewanee is a desirable location for weddings and special events. Leaseholders hosting events should give neighbors as much notice as possible of the date and time of the event. Hosted events that include amplified music, must provide that the music end by 11 p.m.