THE COMMUNITY VILLAGE COVENANT

COMMUNITY LAND COVENANT, CONDITIONS & RESTRICTIONS

This Community Land Covenant, Conditions & Restrictions ("Covenant") is established for all **Community Members, Leaseholders, heirs, successors, and assigns** of **THE COMMUNITY VILLAGE**.

This Covenant is intended to protect the Community's collectively held land, shared values, membership interests, leasehold rights, and long-term vision for present and future generations, subject to applicable law and the governing documents of the Community Entity.

ARTICLE I – PURPOSE & INTENT

The purpose of this Covenant is to establish, protect, and preserve a private land-based community dedicated to the healing arts, agricultural self-sufficiency, family legacy, spiritual and moral order, stewardship of land and water, and peaceful community living.

THE COMMUNITY VILLAGE is collectively owned and governed by its Community Members through the Community Entity. The underlying land shall remain collectively held by the Community Entity, while individual Community Members receive membership ownership interests and 99-year leasehold rights to designated homesites within the Community.

ARTICLE II – DEFINITIONS

Community: The collective land development known as **THE COMMUNITY VILLAGE**, including its Community Members, designated homesites, common land, shared infrastructure, and community resources.

Community Entity: The legal entity established to collectively hold title to and manage the land of THE COMMUNITY VILLAGE for the benefit of its Community Members.

Community Member: An individual who has been accepted into membership within THE COMMUNITY VILLAGE and who holds a membership ownership interest in the Community Entity according to their allotted homesite and applicable membership agreements.

Membership Interest: The ownership interest held by a Community Member in the Community Entity, established according to the member's allotted homesite and the governing documents of THE COMMUNITY VILLAGE.

Designated Homesite: A specific area of Community Land assigned to a Community Member for exclusive use and occupancy under a 99-year leasehold agreement.

Leaseholder: A Community Member who holds a valid 99-year leasehold granting exclusive use and occupancy of a designated homesite.

Council: The governing body elected or otherwise established by Community Members to govern the affairs of THE COMMUNITY VILLAGE in accordance with its governing documents.

Common Land: Land collectively held by the Community Entity and designated for shared agricultural, water, recreational, educational, gathering, infrastructure, or other community purposes.

ARTICLE III – LAND USE & ZONING RESTRICTIONS

All designated homesites are intended for residential homesteading, agriculture, and food production.

Industrial activity, commercial extraction, dumping, short-term rentals, party venues, and corporate operations are prohibited.

All land use shall comply with applicable law, zoning requirements, the leasehold agreement, this Covenant, and the governing documents of THE COMMUNITY VILLAGE.

ARTICLE IV – WATER RIGHTS & WELL ACCESS

THE COMMUNITY VILLAGE intends to support access to water through private wells, community wells, rainwater harvesting systems, or other lawful water sources, subject to availability, applicable law, and established community agreements.

Water shall be protected, conserved, and responsibly stewarded for the benefit of present and future Community Members and shall not be exploited or commodified in a manner inconsistent with the Community's governing agreements.

ARTICLE V – STEWARDSHIP & CONSERVATION

Community Members and Leaseholders shall maintain and steward their designated homesites in ways that protect soil health, vegetation, wildlife, water, and surrounding ecosystems.

No significant environmental degradation, contamination, or avoidable harm to shared natural resources is permitted.

The Community shall encourage responsible land stewardship, regenerative agriculture, conservation, and sustainable practices for the benefit of future generations.

ARTICLE VI – EXCLUSIVE USE & QUIET ENJOYMENT

Each Leaseholder maintains exclusive use, occupancy, and quiet enjoyment of their designated homesite for the duration and purposes established by their 99-year leasehold agreement.

The underlying land remains collectively owned by the Community Entity. A leasehold grants exclusive use and occupancy rights but does not convey individual fee-simple ownership, an individual deed, or title to the underlying land.

Trespassing, harassment, unreasonable disturbances, and nuisance behavior that interfere with another Leaseholder's peaceful enjoyment of their designated homesite are prohibited.

ARTICLE VII – LEGACY PROTECTION

Designated homesites are intended for family use, continuity, and generational transfer.

Community Members may designate beneficiaries who may inherit or succeed to their membership interests and leasehold rights, subject to the terms of the applicable agreements, this Covenant, the Community's governing documents, and applicable law.

The Community intends to preserve long-term access to the land for Community Members and their families while maintaining the underlying land within the collective ownership structure of THE COMMUNITY VILLAGE.

ARTICLE VIII – MEMBERSHIP OWNERSHIP & 99-YEAR LEASEHOLD RIGHTS

Each Community Member holds a membership ownership interest in the Community Entity according to their allotted homesite and the governing documents of THE COMMUNITY VILLAGE.

The Community Entity collectively owns the underlying land of THE COMMUNITY VILLAGE. No individual Community Member shall receive a deed or fee-simple title to an individual portion of the underlying Community Land.

Each Community Member who is assigned a designated homesite shall receive a 99-year leasehold granting exclusive use and occupancy of that designated homesite.

The lease is a legally binding agreement establishing the Leaseholder's rights and responsibilities for the 99-year term. The Leaseholder owns the leasehold interest granted by the agreement, while the Community Entity retains ownership of the underlying land.

The 99-year leasehold is intended to provide secure, long-term, multi-generational access to the designated homesite while preserving the collective ownership and stewardship of the Community Land.

Leases may be renewed at the end of the term. Specific renewal terms shall be determined through the Community's governance process at that time, with priority given to existing Leaseholders and their heirs, subject to applicable law and the governing documents.

Leasehold interests may be transferred or assigned with approval from THE COMMUNITY VILLAGE. The transfer process shall ensure that incoming Community Members accept this Covenant and agree to be bound by the Community's governing documents and values.

A modest transfer fee may be established by the Community to cover reasonable administrative costs.

Transient rentals and commercial lodging are prohibited.

ARTICLE IX – EXIT & TRANSFER

A Community Member may exit THE COMMUNITY VILLAGE by transferring or assigning their membership interest and leasehold interest to another qualified Community Member or eligible incoming member, subject to the Community's governing documents and approval process.

A Community Member may also offer their membership interest and leasehold interest back to the Community.

The Community may establish a buyback option at fair market value, subject to the terms of the applicable agreements, the Community's available resources, and applicable law.

Membership fees are not refundable unless otherwise provided by the applicable membership agreement. The value of the member's ownership interest and leasehold shall be governed by the applicable membership, lease, and Community agreements.

ARTICLE X – DEBT, LIENS & SPECULATION

Membership interests and leasehold interests may not be used for speculative flipping or transferred to corporate or outside interests in a manner that violates this Covenant or the governing documents of THE COMMUNITY VILLAGE.

Any lien, encumbrance, or financing secured by a membership or leasehold interest must comply with the applicable agreements, Community requirements, and applicable law.

THE COMMUNITY VILLAGE shall retain a right of first refusal on the transfer of membership and leasehold interests, subject to the procedures established by the Community.

The Community's purpose is to preserve the land for long-term community use and prevent speculative acquisition or control of Community Land.

ARTICLE XI – COMMUNITY PARTICIPATION

Community Members and Leaseholders participate in shared community responsibilities, which may include infrastructure, security, agriculture, conservation, water stewardship, and emergency preparedness.

The Community shall determine how shared responsibilities are organized and fulfilled through its own governance process.

ARTICLE XII – GOVERNANCE & COUNCIL

THE COMMUNITY VILLAGE is governed by its Community Members through the governance structure established by the Community Entity and its governing documents.

The Community Council shall be elected or otherwise selected by Community Members according to the Community's established governance process.

The Council shall oversee the affairs of THE COMMUNITY VILLAGE and administer the Community's governing documents, Covenant, shared resources, and community decisions.

The Community Members retain the authority to determine the future development, governance, and use of the Community in accordance with the governing documents and applicable law.

ARTICLE XIII – ENFORCEMENT

The Council and other parties authorized by the governing documents may enforce this Covenant through lawful remedies, which may include written notices, reasonable fines where authorized, mediation, injunctions, or other remedies permitted by the applicable agreements and law.

For material violations, remedies may include suspension or termination of membership rights or leasehold rights, or required transfer of the membership and leasehold interests, where authorized by the governing documents and applicable law.

No membership interest or leasehold interest shall be forcibly terminated or transferred except according to the procedures established by the governing documents, applicable agreements, and applicable law.

ARTICLE XIV – TERM & AMENDMENT

This Covenant is intended to remain in effect for the duration permitted by applicable law and the governing documents of THE COMMUNITY VILLAGE.

This Covenant may be amended only through the Community's established governance process and by a supermajority vote of eligible Community Members, subject to applicable law and any required consent relating to existing membership or leasehold rights.

ARTICLE XV – SEVERABILITY

If any provision of this Covenant is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

ARTICLE XVI – GOVERNING LAW

This Covenant shall be governed by the applicable laws of the state in which THE COMMUNITY VILLAGE is located, together with any applicable federal law.

DECLARATION

We enter this Covenant as **Community Members, Leaseholders, stewards, and builders** of a legacy community for present and future generations.

We recognize that the land of **THE COMMUNITY VILLAGE is collectively held by the Community Entity**, while each Community Member holds an ownership interest in the Community Entity and, where assigned, a 99-year leasehold providing exclusive use and occupancy of a designated homesite.

Together, we commit to protecting the land, honoring our shared responsibilities, preserving family legacy, and building a community governed by its own members for generations to come.

THE COMMUNITY VILLAGE.
Built by commUNITY.
Governed by commUNITY.
Created for commUNITY.