

THIS INSTRUMENT PREPARED BY
LAW OFFICES OF ROBERT T. KEETON, JR.
20240 EAST MAIN STREET
HUNTINGDON, TENNESSEE 38344

STATE OF TENNESSEE
COUNTY OF CARROLL

APR - 6 2022

AMENDED DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR STERLING SHORES, LLC

2:07 P.M.

This Amended Declaration of Covenants, Conditions, and Restrictions, is made this 6th day of April, 2022, by Sterling Shores, LLC, a Limited Liability Company (hereinafter referred to as the "Declarant") pursuant to resolution of said company,

WITNESSETH:

WHEREAS, the Declarant owns certain real property located in the County of Carroll, State of Tennessee being delineated as Sterling Shores (hereinafter referred to as the "Property"), which is more fully described in Deed Book 388, Page 60, Register's Office of Carroll County, and on the Final Plats prepared by Andrew Stokes Land Surveying dated July 2, 2020, and any changes made thereafter, which are incorporated herein by this reference and Declarant intends to develop said property as a residential and recreational community; and

WHEREAS, the Declarant intends by this Declaration to amend and supercede the mutually beneficial restrictions previously imposed upon the Property, and recorded in Deed Book 395, Page 59, Register's Office, Carroll County, Tennessee, under a general plan of improvement for the benefit of all owners of property in Sterling Shores and to provide a flexible and reasonable procedure for the development and use of the Property;

NOW THEREFORE, the Declarant hereby declares that the Property which is described in and on the Final Plats prepared by Andrew Stokes Surveying, and any property hereafter made subject hereto as hereinafter provided shall be held, transferred, sold, conveyed, leased, occupied and used subject to the following easements, restrictions, covenants, charges, liens and conditions which are for the purpose of protecting the value and desirability of the Property, and which shall touch and concern and run with title to the Property. The covenants and all provisions hereof shall be binding on all parties having any right, title or interest in the Property or any portion thereof, and their respective heirs, successors, successors in title, and assigns, and all others claiming an interest therein or a right thereto and shall inure to the benefit of each

owner thereof.

Declarant hereby makes, declares and establishes the following covenants, conditions, restrictions and easements (collectively referred to as the "Covenants"), which shall affect all of the Property. From this day forward, the Property shall be held, sold and conveyed subject to the Covenants. The Covenants shall run with the land and shall be binding upon all persons or entities having any right, title or interest in all or any part of the Property, and the Covenants shall inure to the benefit of each owner of the Property.

I. STRUCTURES

- A. All construction plans, building materials and exterior colors must be approved in writing by Sterling Shores, LLC (hereinafter referred to as the Board) prior to construction.
- B. Only single family residences are permitted .
- C. All homes are required to be a minimum of 1500 square foot single story dwelling, heated and cooled, above ground.
 - (1) Square footage shall not include basements, garages or porches.
- D. No residence shall exceed two and one-half stories in height (to exclude basement).
- E. All construction of residences must be completed within 12 months.
- F. Any Basements must be poured concrete walls and floors, but can be unfinished.
- G. Homes must contain a minimum of 2 (two) bedrooms.
- H. Premises may have a maximum of 2 (two) outbuildings located thereon, which would include an unattached garage. All garages and outbuildings must be enclosed. (No car ports or open pole barns)
- I. Exteriors of all buildings must be brick, stone, Hardi-Board siding, or other material including but not limited to true logs. All exterior materials must be approved in writing by Sterling Shores LLC.
- J. All roofs on dwellings shall have at least a 6:12 pitch. Flat or shed roofs shall only be permitted over porches and dock areas.
- K. No metal roofs unless approved by the Board.
- L. Exterior of garage must match exterior of residence. Guest quarters shall be

permitted above the detached garage with County / watershed authority approval.

- M. The detached garage shall not be constructed prior to home construction and may not be used as primary or secondary residence or apartment.
- N. Vinyl to be used in soffit only or shake vinyl for accent if approved by Sterling Shores Board.
- O. No Mobile or Manufactured Homes of any type shall be used or located on any lot at any time, either temporarily or permanently.
- P. An RV or trailer may be used on the premises for no more than 5 (Five) consecutive days or 10 total days in a month for recreational or visitor purposes.
- Q. No temporary trailers, basements, tents, garages, barns or other outbuildings may be used as a residence. Tents, camping trailers, and/or RVs may be used for recreational use as above.
- R. Property, including residence, may not be used as daily or weekly rental. Longer rentals may be approved upon application to the Board on a case by case basis.
- S. All electrical, phone and cable service is to be underground.
- T. All swimming pools must be in ground.
- U. All boat docks must be approved by the Carroll County Watershed Authority and Sterling Shores Board.
- V. Driveways must be concrete or asphalt.
- W. There must be a minimum setback of 15 feet on all sides of the lot from any building.

II. ANIMALS

- A. No Livestock permitted, including that occasionally considered as pets such as goats, miniature pigs, cows, goats, etc, or chickens, geese, guineas, peacocks, or other fowl.
- B. No pet shall be permitted outside the boundaries of the Owners Lot unless accompanied by their Owners and on a leash.
- C. Family pets are permitted in Sterling Shores as long as they are reasonable in number and not creating a nuisance. No animal shall be kept or used for commercial purpose in Sterling Shores, i.e. boarding kennels, breeding mills, etc.

The Leash Laws of Carroll County and the State of Tennessee apply.

III. WASTE /GARBAGE MANAGEMENT

- A. No dumping is allowed on the premises at any time or place.
- B. All trash, garbage and other waste is to be kept in sanitary containers which are hidden by fencing or landscaping.

IV. VEHICLES

- A. There shall be no non-operational motor driven vehicles left on or in front of Sterling Shores premises.
- B. No automobiles, truck or other motor vehicles may be parked on the subdivision roads or in the cul-de-sacs but must be parked fully within the boundaries of the property owner=s lot.

V. FENCING

- A. Any fencing is to be approved by Sterling Shores, LLC Board before being installed as to type, style, height, etc.

VI. LAND

- A. No lot in the subdivision shall be subdivided into smaller lots. Property lines can be adjusted as long as the remaining lots meet all covenants and zoning requirements.
- B. All lots must be kept in good condition until construction begins. All trees that have been cut must be entirely removed from property immediately.
- C. Property owners must adhere to the rules set forth by lake management with regard to clearing and cutting within the 50 foot buffer area around the lake.
- D. Owners must construct erosion control methods such as siltation fences and screens, etc. during the home building process.
- E. Once construction begins the owner and contractor shall exercise care to maintain a neat appearance of the property. Any damage done to any other lot or common area during construction is the responsibility of the owner and contractor.
- F. Landscaping around dwellings shall be completed within 12 months of

completion of construction.

- G. Yards must be kept cut and in a neat appearance with brush and downed trees kept cleared. If a lot owner allows grass to grow over 8 inches in height or excessive brush or downed trees to remain longer than 14 days, the Sterling Shores Board has the right to come in and have the property cut and/or cleaned up at the owner's expense. If this becomes necessary, the owner hereby consents to a lien being placed on the property for any unpaid bill.

**These covenants may be amended any time by the Sterling Shores Board. Applications for approvals shall be in writing on a form provided by the Sterling Shores Board. Approvals or Disapprovals shall be provided in writing to the owner by the Board.*

STERLING SHORES, LLC,
a Tennessee Limited Liability Company

By *Phillip Barnett*
Phillip Barnett, Managing Agent

STATE OF TENNESSEE
COUNTY OF CARROLL

Before me, the undersigned authority, a Notary Public, in and for said state and county, personally appeared Phillip Barnett, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Managing Agent of Sterling Shores, LLC, the within named bargainor, and that he, as such Managing Agent, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Sterling Shores, LLC, by himself as Managing/Authorized Agent.

Witness my hand and official seal, at office, this the 6th day of April, 2022.

Linda B. Martin
Notary Public



My Commission Expires:
4-15-2025

Natalie M. Porter, Register
Carroll County Tennessee

Rec #: 177533	Instrument #: 193351
Rec'd: 25.00	Recorded
State: 0.00	4/6/2022 at 2:07 PM
Clerk: 0.00	in Warranty Deed Book
Other: 2.00	403
Total: 27.00	PGS 754-75E