

## **AMENDMENTS TO SHIELDS MOUNTAIN ESTATES PROTECTIVE COVENANTS & RESTRICTIONS**

The following amendments to the Shields Mountain Estates Protective Covenants & Restrictions were adopted by the affirmative vote of at least 66-2/3% of the votes cast at the annual meeting of the Shields Mountain Property Owners Association, Inc. held on the 18th day of March, 2018:

### **AMENDMENT NO. 1:**

Paragraph “3)” of the Shields Mountain Estates Protective Covenants and Restrictions (Misc. Book 45, Page 67) shall be deleted in its entirety and supplanted with the following:

3) No mobile homes, trailers, doublewides, manufactured, prefabricated or modular homes (including, but not limited to, those approved under the *Tennessee Modular Building Act*), shall be placed, constructed or utilized as either temporary shelter or a permanent residence on any lot in the development. Moreover, no tent, camper, recreational vehicle or other means of temporary shelter shall be allowed as temporary shelter or a permanent residence on any lot in the development.

### **AMENDMENT NO. 2:**

Paragraph “5)” of the Shields Mountain Estates Protective Covenants and Restrictions (Misc. Book 45, Page 67) shall be deleted in its entirety and supplanted with the following:

5) The exterior walls and surfaces of residences, fences or other allowed structures on any lot shall be finished with wood, stone, rough sawn siding or a combination of these materials in order to preserve and maintain the mountain character of the community. Provided, however, any completed residences or structures already existing as of the date of approval of this amendment shall not be deemed in violation of these provisions.

### **AMENDMENT NO. 3:**

The following sentence shall be ***added*** immediately after the first sentence of paragraph “7)” of the original Protective Covenants and Restrictions:

“Overnight vacation rentals or similar transient rental use is strictly prohibited.”

## **AMENDMENTS TO SHIELDS MOUNTAIN ESTATES PROTECTIVE COVENANTS & RESTRICTIONS**

Pursuant to the Judgment Granting Relief From Restrictive Covenants entered in the Chancery Court for Sevier County, Tennessee on October 9, 2009, Docket no. 08-3-078, the Shields Mountain Property Owners Association, Inc., through its designated officers, does hereby submit the following amendments and additions to the Shields Mountain Estates Protective Covenants & Restrictions of record in Misc. Book 45, Page 67, in the Register's Office of Sevier County, Tennessee. These amendments and additions have been duly approved and adopted through written ballot of the property owners at the meeting held on the 13<sup>th</sup> day of March, 2010, as provided for in the Judgment referenced above:

### **AMENDMENTS**

**Paragraph (14).** to be added as follows:

(14). Every owner of real property within the geographic boundaries of Shields Mountain Estates and subject to these Protective Covenants & Restrictions shall automatically be a member of the Shields Mountain Property Owners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any lot or parcel. Such owner and member shall abide by 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 trusts or liens, shall not be a member of the Association.

**Paragraph (15).** to be added as follows:

(15). The rights of the "developer" or "declarant" set forth in the original Protective Covenants & Restrictions are hereby assigned and transferred to the Shields Mountain Property Owners Association, Inc.

**Paragraph (16).** to be added as follows:

(16). An annual 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, appurtenant ditches and infrastructure; the administration of the Association; the enforcement of these Covenants & Restrictions as deemed necessary by the Property Owners Association; and, for such other purposes deemed reasonably necessary for the preservation and betterment of the community.

**Paragraph (17).** to be added as follows:

(17). The amount of the annual assessment shall be set by the membership by majority vote at the annual meeting of the Association, in person or by proxy, assessed per lot to meet the budgetary requirements of Shields Mountain. The Board of Directors of the Association shall take reasonable steps to determine the income and expenses of the Association and a budget, which shall be provided at or preceding the annual meeting of the Association. Unless changed by the affirmative vote of the owners at the 2010 annual meeting, the annual assessment for 2010 shall remain Two Hundred Dollars (\$200.00) per lot.

**Paragraph (18).** to be added as follows:

18. Each lot owner, by having accepted title and ownership, shall be deemed to have consented to pay the annual assessment. If the annual assessment is not paid on the due date, then the fee shall be deemed delinquent automatically and shall, together with interest thereon at the rate of 10% per annum from the due date and cost of collection, 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 assessment may be enforced and collected by the Association by the institution of an action at law against the owner or owners personally obligated to pay the same and by an action to foreclose the lien against the property. And, there shall be added to the amount of such assessment and interest the cost of reasonable legal fees incurred in enforcement and collection, including the filing of liens, legal proceedings and other costs and fees incurred in collection. 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 a financial, lending or banking institution.

**Paragraph (19).** to be added as follows:

19. These Shields Mountain Estates Protective Covenants & Restrictions may be amended in the future by the affirmative vote of sixty-six and two-thirds (66-2/3) of the votes cast, in person or by proxy, (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 mailed along with the notice of the annual or special meeting sent to 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 is adopted by the sixty-six and two-thirds (66-2/3) vote, officers of the Association shall be empowered to record a copy of the amendment in the Register's Office for Sevier County, Tennessee, with a certificate stating that it has been duly

adopted.

### OATH AND CERTIFICATION

The undersigned, as the President and Secretary of the Shields Mountain Property Owners Association, Inc., upon our oath, do hereby certify that the foregoing Amendments to the Shields Mountain Estates Protective Covenants & Restrictions were duly approved and adopted by the affirmative vote of the owners as provided for in the Judgment referenced above, with the balloting and count for approval in conformity with the procedures set forth in said Judgment at the meeting held on the 19<sup>th</sup> day of April, 2010.

BK/PG: 3532/626-628

10017502

3 PGS : RESTRICTIONS	
04/26/2010 - 03:33 PM	
CHRISTY BATCH: 170378	VALUE 0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, SEVIER COUNTY  
SHERRY ROBERTSON HUSKEY  
REGISTER OF DEEDS

SHIELDS MOUNTAIN PROPERTY  
OWNERS ASSOCIATION, INC.

Stanley R. McCarty Sr.  
PRESIDENT

Dewey E. Wallace  
SECRETARY

COUNTY OF Sevier )  
STATE OF TENNESSEE )

Personally appeared before me, the undersigned, a Notary Public, Stanley R. McCarty Sr. and Dewey E. Wallace with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the President and Secretary respectively of the maker, Shields Mountain Property Owners Association, Inc., and is authorized by the maker to execute this instrument on behalf of it.

Witness my hand, at office, this 19<sup>th</sup> day of April, 2010.

Genesis A. Jones  
Notary Public

My commission expires: 9/11/11

