



SHIELDS MOUNTAIN PROPERTY OWNERS ASSOCIATION, INC.
P.O. Box 271
Pigeon Forge, TN 37868

**SHIELDS MOUNTAIN ESTATES PROTECTIVE COVENANTS AND RESTRICTIONS
5-13-21**

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Shields Mountain Estates, authorized to do business in the State of Tennessee, is the owner and developer of Shields Mountain Estates as recorded at W.D. Book 254, Page 645, Public Records of Sevier County, Tennessee, and

WHEREAS, the said developer desires to establish an impose protective covenants and restrictions, to run with the land, in order to enhance the value of its properties, provide for logical, orderly and consistent use of the lands by grantees from the developer of residential purposes, and

NOW THEREFORE, Shields Mountain Estates, by these presents, impose the following restrictions and covenants upon SHIELDS MOUNTAIN ESTATES.

1. No lot at Shield Mountain Estate may be utilized for any commercial or industrial purpose or for any commercial husbandry or agricultural activity. This shall not prohibit the maintenance of a household garden or household pets.
2. **(Amended 5/13/21)** Any subdivision of lots within Shields Mountain Estates is STRICTLY PROHIBITED. An owner of contiguous lots within Shields Mountain Estates may take steps with the appropriate governing and planning authority to combine the lots. In such event, the setback requirements under paragraph "11" hereafter regarding the common "side" boundary between the two contiguous lots shall be waived and of no effect, the combined lot being treated as a singular lot for the purposes of construction and improvements to the lot. Only one single family dwelling may be erected upon the combined lots. Provided, further, for all other purposes – specifically including the imposition of assessments, special assessments and voting – the lots shall continue to be treated as separate lots as originally platted. The assessment for the combined lots shall be equal to one improved assessment and one unimproved assessment for each other lot. e.g. two combined lots improved with a residence shall be charged one improved assessment and one unimproved assessment. It is the intent of this provision to accommodate owners combining two adjoining lots and not be restricted by the setback requirements upon the common boundary of the two original lots in order to accommodate dwelling, sewer, well, driveway or other placement of improvements, but to otherwise govern all lots as originally designated on the Shields Mountain Estates subdivision plat, including setbacks, use restrictions, assessments and other provisions of these Restrictions and Bylaws.
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 permanent residence on any lot in the development.

4. No building, fence, sidewalk, wall, drive or other structures shall be erected placed or altered on any site until the proposed building plans, specifications, exterior color finish, plot plans (SHOWING THE PROPOSED LOCATION OF SUCH BUILDINGS) and construction schedule shall have the approval in writing of SHIELDS MOUNTAIN ESTATES, its successors or assigns.
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.
6. Without prior approval of DEVELOPER, height of main residence shall not be more than two (2) full stories above the normal ground surface.
7. All lots shall be used for the residential purposes exclusively. "Overnight vacation rentals or similar transient rental use is strictly prohibited." No structure except as hereinafter provided shall be erected, altered, placed or permitted to remain on any lot other than one(1) detached single family dwelling and one story accessory building which may include a detached private garage and/or servants quarters, provided the use of such dwelling or accessory building does not include any business activity. Such accessory building may not be constructed prior to the construction of the main dwelling and shall conform substantially with the style and exterior finish of the main dwelling (minimum living area 750 square feet).
8. A guest suite or like facility with a kitchen may be included as part of the main building.
9. No JUNK YARD, unsanitary condition, nuisance, or noxious activity shall be permitted on any lot.
10. No large trees, measuring 10 inches or more in diameter at a point three (3) feet above the ground level, may be removed unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site of such dwelling. No trees shall be removed from any lot until the owner is ready to begin construction and MUST HAVE THE APPROVAL OF THE DEVELOPER.
11. No building or paving on the premises shall be erected or placed nearer than fifteen (15) feet from the rear or side boundaries and thirty (30) feet front boundary, with the exception of a driveway not to exceed twenty-four (24) feet in width, per lot.
12. No planting or landscaping shall be placed on the corner line or lines or on intersections in such way and manner as to obscure or obstruct, partially or wholly, the visibility of traffic.
13. No commercial signs, including "For Rent", "For Sale" and other similar signs shall be erected or maintained on any lot if that sign has a surface area greater than two (2) feet.
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 Associations. (also see Amendment 5)
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.

16. An annual assessment shall be levied by the Property Owners Associations 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 Associations; the enforcement of these Covenants & Restrictions as deemed necessary by the Property Owners Associations; and, for such other purposes deemed reasonably necessary for the preservation and betterment of the community.
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. (2022 assessment is \$300 for an unimproved lot and \$350 for an improved lot)
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 the 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 any 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.
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 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 Associations 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.

LIABILITY

The Declarants, SHIELDS MOUNTAIN ESTATES, or their assignees, shall not be in any manner held liable or responsible, either directly or indirectly, for any violation of these Protective Restrictions by any person or entity other than themselves.