



SHIELDS MOUNTAIN ESTATES PROTECTIVE COVENANTS AND RESTRICTIONS

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 and 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. Any subdividing of sites is **STRICTLY PROHIBITED**.
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.
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.
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 is 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.

CERTIFICATION

I, Stan McCarty, President of the Shields Mountain Property Owners Association, Inc. do hereby affirm that the foregoing amendments to the Shield Mountain Estate Protective Covenants & Restrictions were considered and adopted by the membership of the Association at the annual meeting held on March 18, 2018 by the requisite number of affirmative votes being cast and thereby duly adopted.

This 12th day of June, 2018.

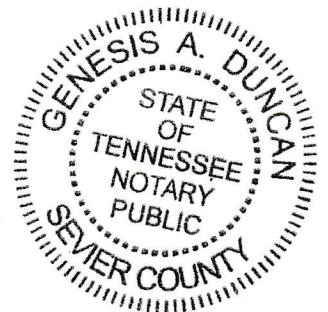
**Shields Mountain Property Owners
Association, Inc.**

BY: Stanley McCarty
ITS: PRESIDENT

STATE OF TENNESSEE)
COUNTY OF SEVIER)

Personally appeared before me, the undersigned, a Notary Public, Stan McCarty, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the President of Shields Mountain Property Owners Association, Inc. and is authorized to execute this instrument on its behalf.

WITNESS my hand, at office, this 12th day of June, 2018.
Genesis A. Duncan
NOTARY PUBLIC
My Commission Expires: Aug. 20, 2019



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 19th day of April, 2010.

BK/PG: 3532/626-628

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| 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 19th day of April, 2010.

Genesis A. Jones
Notary Public

My commission expires: 9/11/11

