

DECLARATION OF RESERVATIONS AND RESTRICTIONS
FOR NORRIS SHORES

WHEREAS, Patten Corporation of Tennessee, a Delaware Corporation lawfully authorized and registered with the State of Tennessee, hereinafter referred to as the "Grantor", is the owner of certain real property as described in the deed of conveyance recorded in Warranty Deed Book S, Series 5, at pages 63-67 and the deed of conveyance recorded in Warranty Deed Book S, Series 5, at pages 68-73, both recorded on the 3rd day of December 1990 in the Register Of Deeds Office for Union County, Tennessee; and,

WHEREAS, said property is located in the Fifth Civil District of Union County, Tennessee, and consisting of all those certain and numbered lots shown and described on that certain plat prepared by William Parsons, R.L.S., and recorded the 7th day of June 1991, in the office of the Register of Deeds for Union County, Tennessee in Plat Cabinet A, at Slide 196-, Map A, and all future recorded plats consisting of certain and numbered lots and being generally known and described as Norris Shores Subdivision. (2018 Amend.); and,

WHEREAS, the said Grantor is desirous that certain restrictive covenants be declared and recorded, which covenants shall be binding on the present owner and all subsequent owners of any lot or lots in the subdivision;

NOW THEREFORE, in consideration of the foregoing and of the mutual benefits to be derived by all parties concerned, the said Grantor does hereby covenant and agree with all subsequent owners of lots in the said subdivision that the following restrictive covenants and reservations shall be covenants running with the land and shall be binding on all subsequent owners thereof, and shall inure to the benefit of all owners of any and all of said lots in the subdivision:

(1) These covenants and reservations are to take effect immediately and shall be binding on all persons who from time to time may be the owners of lots in said subdivision. (2018 Amend.)

This Declaration of Reservations and Restrictions may be amended, from time to time, by the affirmative vote of property owners that collectively own 25% or more of the total lots in the Norris Shores subdivision, provided that such affirmative vote represents a majority of the total votes cast in connection with the proposed amendment(s). All property owners in good standing shall be entitled to vote on any proposed amendment(s) and shall be allowed one (1) vote per lot owned. The proposed amendment(s) shall be submitted by the Association to all such property owners in written form, whether printed or by electronic means as may be the preference of the owner. The notice with the proposed amendment(s) shall include a ballot and shall communicate the means of voting, as well as a deadline by which the ballot must be returned to the Association. (2018 Amend.)

If the parties hereto or any of them or their heirs or assigns, or those claiming through them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated within said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, and either to prevent him or them from doing so or to recover damages, or obtain other relief, as a result of such violation or violations.

Invalidation of any one of these covenants by judgment or court order shall not in any way affect any of the other provisions, which shall remain in full force and effect. The failure to enforce any of the reservations and restrictive covenants at the time of the violation thereof shall not be deemed a waiver of the right of further enforcement of such covenant or any other covenant or restriction.

(2) RESIDENTIAL AND AREA USE: Unless otherwise designated on the recorded plat, each lot shall be used only for residential purposes and no residence shall be erected, constructed, maintained, used, or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two and one half (2½) stories in height and containing not less than 1,200 square feet minimum ground floor area, exclusive of porches, basement, and garage. If a residence is more than one level or story, it shall have not less than 1,000 square feet minimum ground-floor area, exclusive of porches, basement, or garage.

A. The exterior walls of any new construction, additions, or remodels of any structure (dwelling or outbuilding) on any such lot shall be of new materials consisting of wood, stone, stucco, brick, composite, (including vinyl) hardy board, or metal.

1. A garage or outbuilding may be built at the same time, after, or prior to the dwelling. If “prior” to the dwelling, the exterior of “All” buildings must also be completed within one (1) year of the footers being poured on the outbuilding or garage. If adding a detached garage or outbuilding “after” the dwelling is built, the exterior must be completed within one (1) year of the footers being poured.

2. An outbuilding or detached garage may be built of different materials other than the dwelling as long it is built using the approved materials listed above and is similar in color to the dwelling.

3. Dwellings or structures built entirely or substantially of exposed concrete block or concrete are prohibited. All plans, structures, designs, and materials, will need to be submitted to the NSPOA Board or its designate (such as a building committee), for approval, no less than 90 days prior to any structural work being started on any lot. (2022 Amend)

B. Colors that do not blend with natural surroundings (excluding trim) such as bright colors are not allowed, some examples would be but not limited to: white, silver, orange, bright blue, bright red, bright yellow, etc. All colors will need to be submitted to the NSPOA Board or its designate (such as a building committee), for approval, no less than 90 days prior to any structural work being started on any lot. (2022 Amend)

C. 1. There shall be no vehicles, motorhomes, or trailers of any type for any purpose, (i.e. boat, Jet Ski, utility, camping) parked or stored on or within 15ft of the public road, with the exception of temporary vehicles of family and friends visiting a location and temporary construction trailers or construction vehicles involved in a project at the location they are parked. Trailers stored close to the 15ft zone and visible from the road cannot be stored in an, unsightly manner. (i.e. loaded with tarps, trash, building materials, and yard debris) No trailers of any type and/or vehicles of any type shall be stored on any lot without a home built or a home in the process of being built. There shall be no buses, mobile homes, double-wide mobile homes, prefabricated all metal homes, or any derivative of the foregoing, situated on any lot as a residence or for storage, either temporarily or permanently. (2022 Amend)

2. Camping is not permitted on any lot. Camping violations are not entitled to the 30-day period as described in Article 12, subsection E. Those found in violation will have to vacate the property or face immediate fines and penalties. (2022 Amend)

D. Structures such as utility sheds for the purpose of storing lawn care maintenance tools are permitted. The structure should be of similar materials and conform in construction to the dwelling, and shall be no larger than two hundred (200) square feet in size. (2020 Amend.)

E. Overnight, vacation, and/or similar transit rentals, either directly or indirectly, individually, or through any form of management, agent, or mechanism of any kind are not permitted. (2006 – Chancery Court For Union County BK/PG LN4 / 740-742)

F. Rentals for over 90 consecutive days to the same individual may be permitted subject to a written lease agreement requiring the lessee to personally live in and occupy the premises as a primary residence the entire term of the lease, binding the lessee to the Declaration of Reservations and Restrictions without the ability to sublease. (2005 Amend.)

(3) COMMERCIAL USE AND NUISANCES; No store, tavern, or other public, commercial, industrial or professional business shall at any time be maintained or established or conducted or permitted on any residential lot in the subdivision, nor shall anything be done thereon which may become an annoyance or nuisance or adversely affect other lot owners' enjoyment of their lot.

Commercial use shall include residential properties utilized as short-term rentals for the production of income, which (with the exception of (2)G above), is not permitted. (2005 Amend.)

(4) SETBACKS: No building, or any part thereof, shall be erected on any lot nearer than thirty (30) feet to any street line nor nearer than ten (10) feet to any side or rear lot line.

(5) SEWAGE: No dwelling shall be erected or maintained on any lot unless there is constructed with it a septic system for the disposal of sewage and which has been approved by the Tennessee Department of Health. No outside toilet or closet, or any other activity which gives off offensive odors will be permitted.

(6) MAINTENANCE: Each lot owner shall keep their lot or lots properly maintained and groomed in a neat and sanitary condition. Each owner shall promptly remove or otherwise dispose of any accumulation of trash, garbage, or rubbish. Junked, inoperative or unlicensed vehicles shall not be stored or kept on any lot for a period of more than thirty (30) days unless housed or kept in a garage of the type described in Paragraph 2.A hereof.

(7) ADVERTISING: No advertising signs or billboards of any nature shall be erected, placed or maintained on any lot, with the exception of approved realty signs, address identification signs and builder job location signs, none of which shall exceed four (4) square feet in size. The Association reserves the right to construct subdivision entrance signs and structures. (2018 Amend.)

(8) AGRICULTURE: No livestock, sheep, swine, or poultry shall be kept or maintained on any lot. Household pets, such as dogs and cats, are permitted so long as they are not kept or maintained for commercial purposes. No domestic pet shall be permitted to run at large so as to become a disturbance to other lot owners or endanger existing wildlife. With suitable facilities and proper fencing, horses and ponies shall be permitted on subdivision lots five (5) acres or larger in size, provided that the least of one (1) acre per horse and/or pony is fenced for the maintenance of each such animal. No trapping or hunting or discharging of firearms shall be permitted within the subdivision.

(9) FURTHER SUBDIVISION OF LOTS: No lot shall be further subdivided or its boundary lines changed in any way except by the Association. (2018 Amend.)

(10) EASEMENTS: The Association reserves the right to erect and maintain all utility and electric lines, and to grant easements for utility purposes, with the right of access and egress for the purpose of installing and maintaining such easements and structures and utility lines situated thereon; on, over, and under a strip of land ten (10) feet wide along the side and rear lot lines of each lot, and thirty (30) feet along the front of each lot parallel to the road right-of-way. (2018 Amend.) No structures, plantings, or other materials shall be placed or permitted to remain, or activities undertaken thereon, which may damage or interfere with the usage of said easements for utility purposes. The areas of any lot affected

by such easements shall, except for improvement situated thereon by a public authority or utility company, be maintained by the owner of the lot. (2018 Amend.)

(11) CULVERTS: All driveway crossings shall have a culvert of not less than fifteen (15) inches, or a culvert approved by the government agency responsible for the maintenance of the adjacent road so that the driveway does not restrict the flow of water for drainage or storm relief purposes.

(12) THE NORRIS SHORES PROPERTY OWNERS ASSOCIATION, INC.;

A. GENERALLY: The Association is an incorporated Association, the purpose of which is to maintain any real property owned by it, and to further promote the common interest of lot owners in the subdivision. (2018 Amend.)

B. MEMBERSHIP: Each owner of a lot in the subdivision shall, by accepting a deed thereto, whether from the Grantor or from a successor lot owner, agrees to become a member of the Association, to obey its rules and regulations, and to pay an annual fee to it of not less than thirty dollars (\$30.00) per lot and not more than deemed necessary for the normal maintenance of the docks, common areas, and improvements as determined by the Association.

C. RIGHTS, PRIVILEGES, AND OBLIGATIONS: The rights, duties, privileges, and obligations of membership in the Association shall be those established by its membership.

D. COLLECTION OF ASSESSMENTS AND THE LIEN THEREOF: The amount of the annual assessment assessed by the Association against each lot shall be paid to it on or before the date specified in the notice of assessment. If not so paid, the amount of such assessment, together with interest thereon the maximum rate allowed by law, together with cost of collection, including attorneys fees, if any, shall constitute and become a lien on the lot so assessed when the Association causes a notice of such assessment and charges to be recorded in the office of the Union County, Tennessee, Register of Deeds. The lien provided for herein may be foreclosed by suit by the Association in like manner as a mortgage. The Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy at law or in equity for the collection of a debt. In all cases, the owner of the lot shall be responsible for all costs of collection.

E. FINES AND PENALTIES: Members who violate the “Reservations and Restrictions for Norris Shores” will be subject to fines and penalties as determined by the NSPOA Board. The Board will develop and maintain a schedule of fines, which will be posted within the By-laws and on the NSPOA web page. In all matters of violation, the Board will contact the member in violation, explain the violation, and the member will have thirty (30) days to comply or develop action steps to comply, which must be approved by the Board. (April 9, 2022 Amend.)

(13) ANNEXATION: Deleted. (2018 Amend.)