

DECLARATION OF RESERVATIONS AND RESTRICTIONS
FOR NORRIS SHORES ON NORRIS LAKE

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 Sixth 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 on Norris Lake Subdivision; 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 on all person who from time to time may be the owners of lots in said subdivision until

January 1, 2018, at which said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of the majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

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. A private garage may be built separately or attached to and made a part of the dwelling, but must be made of the same materials and conform in construction with the dwelling, and must be built at the same time or after construction of the dwelling.

B. All exterior construction upon all lots must be completed and closed within one (1) year after the commencement of excavation.

C. There shall be no trailers, buses, mobile homes, double-wide mobile homes, pre-fabricated all metal homes, or any derivative of the foregoing, situated on any lot as residence or for storage, either temporarily or permanently. Temporary camping is permitted on subdivision lots by the owner thereof only through December 31, 1992, after which time no camping will be permitted. Only equipment professionally manufactured for the purpose, such as travel trailers/campers and recreational vehicles that are self contained may be used for camping shelters. Temporary camping shall be permitted for a period not to exceed fourteen (14) days consecutively. Such structures or vehicles as described above shall not be left or stored unoccupied on any lot without a home at any time.

D. The exterior walls of any structure or dwelling on any such lot shall be of new materials consisting of wood, stone, stucco or brick or other natural colors. Dwellings or structures built entirely or substantially of exposed concrete block are prohibited as is white vinyl and aluminum siding.

E. 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 one hundred (100) square feet in size.

(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.

(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. Grantor reserves the right to construct subdivision entrance signs and structures.

(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 Grantor, which specifically reserves the right to modify the plans of the subdivision plat, to change the size and shape of lots, the direction and location of streets and roads, or to annul the same; provided that no such change shall have the effect of denying any lot convenient access to a street or road, unless the owner of such lot consents thereto.

(10) **EASEMENTS:** Grantor reserves unto itself, its successors and assigns, 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. 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.

(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 ASSOCIATION:**

A. **GENERALLY:** The Association is an unincorporated association, the purpose of which is to maintain any real property owned by it , and to further and promote the common interest of lot owners in the subdivision.

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 (30) dollars and not more than deemed necessary for the normal maintenance of the docks and common areas 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 assess 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.

(13) ANNEXATION: Grantor may, from time to time, and in its sole discretion, annex to the subdivision any other real property owned by it which is contiguous or adjacent to or in the immediate vicinity of the subdivision.

A. MANNER OF ANNEXATION: Grantor shall effect such annexation by recording a plat of the real property and by recording a Supplemental Declaration which shall:

1. Describe the real property being annexed and designate the permissible uses thereof; and,
2. Set forth any new or modified restrictions or covenants which may be applicable to such annexed property; and, declaring that such annexed property is held, and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this declaration. Upon the recording of such plat and the supplemental declaration, the annexed area shall become a part of the subdivision as fully as if such area were part of the subdivision on the date of recording of this declaration.

IN WITNESS WHEREOF, The said Patten Corporation of Tennessee, has hereunto caused these presents to be executed on this 29th day of March, 1991.

PATTEN CORPORATION OF TENNESSEE

BY: /Richard C. Cooley/

Its Vice-President and Attorney in Fact