

Wild Pear Shores
Homeowners Association
PO BOX 185
Dandridge, TN 37725

**Prepared By: Wild Pear Shores 2021 Homeowners Association
Board Members, Brian Hallman, Gail Wilczynski, Tina MacGregor**

**AMENDED AND RESTATED RESTRICTIVE COVENANTS
FOR WILD PEAR SHORE**

Pursuant to Section Eighteen (18) of the Restrictive Covenants for Wild Pear Shores, as recorded in Instrument Book 141, Page 23, the owners of more than sixty-seven percent of all lots in Wild Pear Shores approved these Amended and Restated Restrictive Covenants for Wild Pear Shore at a meeting of the Wild Pear Shores Homeowners Association that was held on December 7, 2021. Thus, the original Restrictive Covenants of Record in Instrument Book 141, Page 23, and as amended in Book 520, at page 720, and at Book 855, Page 245 Jefferson County, Tennessee, Register's Office are hereby amended as follows. The following Amended and Restated Restrictive Covenants for Wild Pear Shore, are hereby adopted and shall be imposed against the title to all Lots in Wild Pear Shores, as shown on Plats of record in the Jefferson County, Tennessee Register's Office in Plat Cabinet H, Slide 171, Plat Cabinet H, Slide 172, Plat Cabinet H, Slide 173, Plat Cabinet H, Slide 174, Plat Cabinet H, Slide 175, as to Phase 1, and Plat Cabinet H, Slide 211, Plat Cabinet H, Slide 212, Plat Cabinet H, Slide 213, Plat Cabinet H, Slide 214, as to Unit/Phase/Section 2, and Plat Cabinet H, Slide 335, Plat Cabinet H, Slide 336, as to Unit/Phase/Section 3.

1. **Dwelling Size:** No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling containing not less than 1,850 square feet for a single-story residence, or in the case of a two-story or one and one-half story structure, not less than 1,200 square feet on the ground floor and 650 square feet above of livable enclosed floor area, exclusive of open or screened porches, terraces, garages, basements and carports. No garage, tool or storage room (or any other detached structure of any nature whatsoever) detached from the residential structure may be constructed or maintained upon any Lot unless containing less than 600 square feet and constructed out of the same material as the main residence. Each residence must contain a two (2), or more, car enclosed and attached garage which does not open towards or face the main street. All building plans shall be submitted to and approved by the Association representative Architectural Review Committee prior to the beginning of construction to ensure Association restrictions are followed. Pre-fabricated or modular type *construction* is permitted, but modular homes and mobile homes of any size are expressly prohibited.

2. **Land Use:** All Lots shall be used for single-family residential purposes. Only one single-family residence may be erected on each Lot. No Lot may be used for business purposes of any kind, nor for any commercial, manufacturing, or apartment house or group home. Rentals are permitted for six (6) months or longer and must be evidenced by a written agreement, a copy of which can be requested by the Homeowner Association if a violation of these covenants has been alleged or suspected. Overnight and short-term rentals are expressly prohibited. Until a residence is constructed, it shall be the responsibility of the Lot Owner's to maintain their property by having it mowed at least once every twenty-one days

during the growing season, March 1st through November 30th. No Lot can be used for road access to adjoining property, but utility access to adjoining property is permitted within the designated easements and if approved by planning and utility governmental entities or agencies.

3. **Re-subdivision:** No Lot may be re-subdivided into lots other than those shown on the recorded Plat. Adjoining Lots may be combined to make one large Lot, and, if there is no existing utility services within the interior Lot-line easement, the structure may be placed on the interior dividing line between the combined lots. Dues will still be paid for each Lot, even when combined. Any easement or setback restriction upon interior Lot line(s) of combined Lots shall be extinguished so long as said Lots remain grouped, and the interior Lot-line easement has not been used for utility lines.

4. **Driveways and Landscaping:** All driveways shall be paved with either asphalt or concrete or better within sixty (60) days after completion of house. All Lots must be planted with grass or sodded and landscaped within three (3) months of occupancy.

5. **Setback lines:** All structures shall comply with the setback lines set forth on the recorded Plat. Utility and drainage easement are also as set for on the recorded Plat. For setback and easement purposes, interior Lot lines between Lots with the exact same owner shall not be subject thereto. No fence or wall shall be erected, placed, or altered on any Lot (a) nearer to the street than the minimum setback line as above referenced, or (b) at a location any further forward than the front of the house constructed on the Lot. All fences must be aluminum or metal poolside-style, plastic, or wood. Chain link and wire fences are expressly prohibited.

6. **Exterior Utilities and Roofing:** The exterior of all residences shall be in either stone, brick, vinyl, cedar, logs or better. No building shall be erected, placed or altered on any Lot whose finished construction contains: (a) exposed concrete block; or (b) "Panelized siding such as T-1-11 or siding comparable to panelized siding. All Lots shall utilize the underground utilities as the source of utility services for the Lot. No above ground utility service may be constructed or maintained upon any Lot. Satellite dishes 18 inches in diameter or less are allowed. They must be installed on the back portion of the roof or similar obscure location. All residences constructed upon the Lots within the subdivision shall use architectural dimensional shingles or shingles of better quality. Colored metal roofing is allowed. Without limitation, rolled roofing and tin is expressly prohibited. All roofs must have a minimum of a 5/12 pitch.

7. **Regulation During Construction:** Once any Lot owner begins construction of a residence, said construction shall be completed within twelve (12) months of the commencement of construction, unless such completion is rendered impossible because of strikes, fires, national emergencies, or natural calamities. During construction all vehicles involved in the construction of a residence shall be parked and maintained upon the Lot owner's lot and not upon the streets of the subdivision. Likewise, all construction materials shall be stored on the Lot owner's Lot and construction litter shall be removed on a regular basis and not allowed to accumulate in an unsightly manner. All damages to the subdivision's streets and curbs resulting from construction activities shall be the sole responsibility of the Lot owner for whom the construction was performed. During construction, no Lot owner shall make any material change in the grade or elevation of the owner's Lot except for grade and elevation changes required for construction of the residence. During construction, a "Port-a-John" (port-a-toilet) shall be made available for the use of all workers at the site, and properly maintained. During construction, all debris shall be cleaned up and put in dumpsters or similar containers on a daily basis, and all construction materials, dirt, gravel and mud

shall be kept from accumulating on streets or adjoining Lots. Construction debris may not be burned in the subdivision. Burning prohibition does not apply to owner's personal burning of debris or brush, this restriction only applies to construction sites and construction materials.

8. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

9. **Noxious and Offensive Activity:** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or adjoining landowners.

10. **Animals:** No animals, livestock, or poultry of any kind, shall be raised, bred, or kept on any Lot. Dogs, cats, or other common and traditional household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. Outside pet houses can be erected or maintained on any Lot in a fenced area to the rear of the dwelling out of direct view from the front street. Pets shall not be allowed to cause any type of disturbance or nuisance such as excessive barking.

11. **Trash, Lawn Mowers, and Equipment Storage:** No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers at the rear of the dwelling out of sight from the street. Notwithstanding this above prohibition, if trash containers are required to be curbside for garbage pickup, they may be placed curbside on the day of garbage pickup, as long as they are removed on the day of pickup. All lawn mowers, stepladders, fertilizer, bags and other yard or garden equipment must be stored out of public view, preferably in garage or a conforming out-building.

12. **Clothesline:** All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of said dwelling.

13. **Vehicles, Boats, Etc:** No inoperative vehicle of any type shall be allowed to remain either on or adjacent to any Lot for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any such vehicle on or adjacent to any Lot in the subdivision unless performed inside the enclosed garage. Parking of any vehicle under Lot owner's control on subdivision streets is prohibited. Vehicles belonging to guests or repair/service vehicles can park on streets if necessary for up to 4 hours. Sports, recreational, and utility vehicles are permitted. Boats left in the lake must be properly secured and floating. Should the water level of the lake drop and leave a boat on the bank, the owner of the subject Lot shall have 3 weeks to remove the boat and store it elsewhere and if stored on the Lot, above the 1007 contour and to the rear of the residence.

14. **Flood Lights:** All flood lights of any kind shall be affixed directly to the residential structure and shall not be of the intensity or brightness of lights normally used as street lighting. No lights may be placed on telephone poles or a pole of similar construction or nature.

15. **Signs:** Any sign advertising for sale or construction of residence or Lot shall be no larger than five (5) square feet in area and shall be of the same quality as professional signs used by licensed Realtors.

16. **Easement Areas:** (A) An easement area of 20 feet by 10 feet is here

reserved upon Lot 76 (Phase II) for the Subdivision entry sign. The sign is located at the approximate center of this easement and there is also reserved the right of entry from the closest street for the Homeowners Association or its agents for access to the sign easement for maintenance and upkeep purposes. (B) A lake access easement is reserved upon Lot one (1) as shown on the Plat for the use of the owners, their tenants, or attended guests. This easement is for the sole purposes of launching or retrieving boats or other water craft. Cars, trailers, or personal property of any nature must be removed from the easement immediately after a launch or retrieval. (C) All lakefront Lots are subject to the flowage easement below the 1007 foot contour of the Douglas Lake Reservoir.

17. **Homeowners Association:** A Homeowners Association shall be formed by the Lot owners with membership to be compulsory and automatic. This Association shall have control of the entrance sign and the lake access easement areas and any other common areas with each Lot to pay an annual fee of \$150.00 for use by the Association for its legitimate expenses.

18. **Amendments to Restrictions:** At any time the owners of at least sixty-seven percent (67%) of all Lots here governed may change these Covenants in whole or In part by executing a written instrument making said changes and by having the same duly recorded in the Register of Deeds Office, Jefferson County, Tennessee.

19. **Duration:** These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years unless an instrument modifying or revoking the same be signed by sixty- seven percent (67%) of the then record Lot owners and recorded in the Register of Deeds Office, Jefferson County, Tennessee.

20. **Enforcement of Restrictions:** The Homeowners Association may enforce these restrictions and control the use of any areas in the subdivision common to all owners. Ownership of a Lot in the subdivision shall entitle the owner to membership in the Association and if a member, each Lot shall be entitled to one (1) vote per lot owned in the Association affairs.

21. **Violation of Restrictions:** If any person, firm or corporation, or other entity shall violate or attempt to violate any of these restrictions, it shall be lawful for the Developer, the Homeowners Association, or any person or persons owning any Lot within the subdivision to prosecute proceedings at law or in equity to obtain damages or to restrain or enjoin violations of these restrictions. The remedies in this paragraph shall be construed as cumulative to all other remedies now or hereinafter provided by law or in equity. The failure of the Developer, the Homeowners Association or Lot owners within the subdivision, to enforce any Restriction, right, power or privilege of whatever calling, granted pursuant to these Covenants and Restrictions herein contained, however long such failure to enforce has continued, shall in no event be deemed as a waiver of the right to enforce these Covenants and Restrictions as to the same breach or violation thereof, or subsequent breaches. Any Lot owner found to be in violation of these Covenants and Restrictions shall be obligated to pay reasonable attorney fees to the successful party in all actions seeking to enforce these Covenants and Restrictions, as well as all damages allowed at law or in equity for their breach. All provisions of these Covenants and Restrictions shall be deemed several and independent, and the invalidity of any one provision of these Covenants and Restrictions shall not restrict the enforcement of other valid restrictions.

22. **Use of Dalton Lake:** All lots which have frontage on Dalton Lake shall have unlimited usage of the surface waters of Dalton Lake with the singular restriction that no internal combustion engines may be used for this purpose. Only electric motors may be used and so long as the vessel does not exceed 6 miles per hour. Vessels used upon

Dalton Lake shall create no wake. This shall apply to and affect Lots: Phase Two Lots 96-110, and Phase Three Lots 119-132.

23. **Horses.** Notwithstanding Paragraph 10 of the original Restrictive Covenants, Phase Three Lots containing greater than 1.75 usable acres of land area, above the 1002 elevation, shall have the right to keep and maintain domestic pleasure horses. This special exemption shall apply to lots: 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147 and 148. No lot shall be allowed greater than one horse per acre. No lot shall be utilized as commercial pasture or shall be occupied by horses without an occupied permanent residence on the lot. No wire fencing shall be used, including but not limited to woven, barb, or high tensile. All fencing shall be wood or vinyl, and shall be properly maintained with the overall aesthetic quality of the subdivision in mind. Detached barn structures shall be allowed on said lots at a size of no greater than 250 square feet per allowable animal, this area to provide adequate stall and equipment storage space. Any detached barn structure shall have a wooden exterior and shall be properly maintained with the overall aesthetic quality of the subdivision in mind. All pasture areas shall be properly maintained. Pursuant to approval by the Directors of the Homeowners Association, the aforesaid lots shall have the optional use of the Homeowner's Association Sewer Treatment Area. This area is available for surface use only, and may not have any permanent construction erected thereon. Reasonable fees shall be assessed by the Association for said use of this area.

24. **Sewage Collection and Subsurface Disposal System:** Developer has entered an Agreement with State of Tennessee Department of Environment and Conservation for the development of a sewage collection and disposal system (system herein) to be located on the "common areas" as designated on the above referenced plats. Lots 36 and 37 in the original subdivision, Section/Phase 1, and Lots 77 through 85, 91 through 94 and 108 through 110 in Section/Phase 2, and Lots 119 through 133 in Section/Phase 3, shall have a right and easement of enjoyment in and to the Subsurface Sewage Collection and Disposal System, and will make use of this system by the owner's installing on said Lots a septic system approved by the State (Tennessee Department of Environment and Conservation, Division of groundwater Protection) for tying onto the installed collection and disposal system, the area for which is shown on the recorded plat for Unit/Phase/Section 2, and more particularly described as follows:

BEGINNING at an iron pin in North right of way line of Deerwood Drive, said pin being located 1,759.1 feet more or less in a southeasterly direction from the centerline of Wild Pear Trail; thence N 30 deg. 20 min. East, 435.8 feet more or less to an iron pin; thence S 55 deg. 39 min. East 529.13 feet more or less to an iron pin; thence S 30 deg. 21 min. West, 120.22 feet more or less to an iron pin; thence S 59 deg. 39 min. East, 628.4 feet more or less to an iron pin in the dividing line between Wild Pear Shores and Tucker; thence with the dividing line between Wild Pear Shores and Tucker, S 06 deg. 43 min. West 301.67 feet more or less to a concrete monument in the North right of way line of Deerwood Drive; thence with the right of way of Deerwood Drive, N 60 deg. 19 min. West 168.24 feet more or less to a concrete monument; thence continuing with said right of way line, N 59 deg. 44 min. West 501.91 feet more or less to a concrete monument; thence continuing with said right of way N 59 deg. 37 min. W 499.17 feet more or less to a concrete monument; thence continuing with said right of way, N 59 deg. 36 min. West 107.82 feet, more or less to the point of BEGINNING, containing 9.6 acres, more or less, and being subject to a 75 foot wide TVA Power Line Easement as described in Tract No. DGN-25 and Deed Book 186, at page 101.

The above described "Common Area* together with connection easements and improvements shall be known as the "Subsurface Sewage Collection and Disposal System."

The Homeowner's Association for Wild Pear Shores will be deeded these common Areas after the Developer has completed the installation of the system and it becomes approved and operational with at least 10 Lots connected thereto. Each Lot tying onto the system shall pay a monthly fee, currently set at \$54.95 to the Developer, or Association, or directly to the contractor if so directed. This fee shall be paid for the month of the tie on, at the time of tying on, and each month thereafter on or before a date to be established by the Association. This fee can be increased if necessary to fund the management contract and maintain the system. This fee is in addition to the annual membership fee paid by all Lot owners and shall be separately maintained by the Association for the exclusive use of the maintenance and upkeep of the "Subsurface Sewage Collection and Disposal System."

Upon ownership of the sewer system, the Association shall enter into a management contract with a licensed and approved independent contractor for the maintenance and upkeep of the system and shall have control of the use and maintenance of the surface of these common areas, it being contemplated that the surface will be used for recreational activities such as ball fields, play grounds, etc., for the benefit of all Lot owners, provided that no building, structure, paving, parking area or other improvement shall be placed on or above any part of the system, which is to remain a grassed or otherwise vegetated area. Any management contract entered into by the Developer prior to the deeding to the Association shall be assigned to and assumed by the Association.

The Director of the Tennessee Department of Environment and Conservation, Division of Groundwater Protection may make a special assessment against any Association member, property owner and/or upon any or all property owned by an Association member to correct any deficiency and/or health hazard concerning the sewage collection and subsurface disposal system, provided the Association has failed to comply with the Directives of the Division in a timely fashion. The Director shall have the authority, pursuant to such assessment, to place and record a lien in favor of the Division upon the property of any owner who is delinquent in payment, and to have the property sold if required to satisfy this debt if, in his discretion, such debt or lien is not timely satisfied by Association action. Whether compliance with said directives has been satisfied in a timely manner shall be a judgment in the discretion of the Division. Whether or not a special levy is required, it is the duty and responsibility of the Association to implement the directives of the Division.

See also the following recorded documents pertaining to this property and/or the restrictive covenants, here amended:

25. **Agreement for the Development, Maintenance and Operation of a Sewage Collection and Subsurface Disposal System:** Book 520, Page 712, Jefferson County, Tennessee, Register's Office).
26. **Contract Agreement with Maintenance Facilitator:** (Book 520), Page 712, Jefferson County, Tennessee, Register's Office).
27. **By-Laws of Wild Pear Shores Homeowner's Association, Inc.** (Book 520, Page 703), Jefferson County, Tennessee, Register's Office).

These Amended and Restated Restrictive Covenants for Wild Pear Shore amends and restates the Covenants and Restrictions previously recorded in Instrument Book 141, Page 23, and as amended in Book 520, at page 720, and at Book 855, Page 245 Jefferson County, Tennessee, Register's Office. All previously recorded restrictive covenants are replaced by these Amended and Restated Restrictive Covenants for Wild Pear Shore. These Amended and Restated Restrictive Covenants for Wild Pear Shore shall be imposed against the title to all Lots in Wild Pear Shores, as shown on Plats of record in the Jefferson County, Tennessee Register's Office in Plat Cabinet H, Slide 171, Plat Cabinet H, Slide 172, Plat Cabinet H, Slide 173, Plat Cabinet H, Slide 174, Plat Cabinet H, Slide 175, as to Phase I, and Plat Cabinet H, Slide 211, Plat Cabinet H, Slide 212, Plat Cabinet H, Slide 213, Plat Cabinet H, Slide 214, as to Unit/Phase/Section 2, and Plat Cabinet H, Slide 335, Plat Cabinet H, Slide 336, as to Unit/Phase/Section 3.

Brian Hallman, President of the Wild Pear Shores Homeowners Association, and Gail Wilcznski, and Tina MacGregor as Board Members of the Wild Pear Shores Homeowners Association, by their signatures, hereby certify that the above Amended and Restated Restrictive Covenants for Wild Pear Shore was voted on and approved by more than 67 percent of all the lot owners of Wild Pear Shore on December 7, 2021, at a meeting of The Board of Wild Pear Shores Homeowners Association.

Dated this 28 day of DECEMBER 2021.

Brian Hallman
Brian Hallman, President

Gail M. Wilczynski
Gail Wilczynski, Board Member

Tina MacGregor
Tina MacGregor, Board Member

STATE OF TENNESSEE
COUNTY OF JEFFERSON

Personally appeared before me, the undersigned notary public in and for said county and State, Brian Hallman, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Wild Pear Shores Homeowners' Association, Inc., a corporation, and that he/she as such President executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

Witness my hand, at office, this the 28 day of DECEMBER 2021.

Charles Andrew Johnson
NOTARY PUBLIC

My Commission expires: 10-26-2025

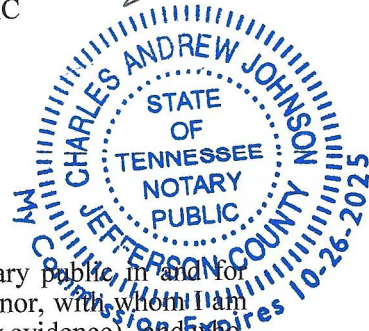
STATE OF TENNESSEE
COUNTY OF JEFFERSON

Personally appeared before me, the undersigned notary public in and for said county and State, Gail Wilczynski, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be an active Board Member of Wild Pear Shores Homeowners' Association, Inc., a corporation, and that he/she as such Board Member executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Board Member.

Witness my hand, at office, this the 28 day of DECEMBER 2021.

Charles Andrew Johnson
NOTARY PUBLIC

My Commission expires: 10-26-2025



COUNTY OF JEFFERSON

Personally appeared before me, the undersigned notary public in and for said county and State, Tina MacGregor, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be an active Board Member of Wild Pear Shores Homeowners' Association, Inc., a corporation, and that he/she as such Board Member executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Board Member.

Witness my hand, at office, this the 28 day of DECEMBER 2021.

Charles Andrew Johnson
NOTARY PUBLIC

My Commission expires: 10-26-2025



BK/PG: 1660/124-131
21012370



8 PGS:AL-AMENDMENT TO RESTRICTION	
DEB BATCH: 154706	12/28/2021 - 09:49 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	40.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	42.00

STATE OF TENNESSEE, JEFFERSON COUNTY
ED STINER
REGISTER OF DEEDS