

LAND USE RESTRICTIONS, PROTECTIVE COVENANTS AND BUILDING
STANDARDS FOR
SADDLERIDGE

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Whereas, Mountain States Development Corporation, a Tennessee Corporation, hereinafter called the developer is now the owner of all the land shown on the plat of Saddleridge, according to the plat thereof recorded by the Register of Deeds, Blount County, Tennessee.

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Whereas, said Developer is developing said subdivison known as Saddleridge, and the developer is desirous of placing certain covenants and restrictions upon the use of all the land shown on said plat and is desirous that said covenants and restrictions shall run with the title to the land hereby restricted.

Therefore, for and in consideration of the premises and for other good and valuable considerations, Mountain States Development Corporation does hereby restrict the use of all the land included in said plat of Saddleridge, all of the land included in said plat being hereinafter sometimes referred to as "said land" and the developer hereby places upon said land the following covenants and restrictions, to run with the title to said land, and the grantee of any deed conveying any tract, parcels, or tracts shown on said plat or any parts or portions thereof shall be deemed by the acceptance of such deed to have agreed to all such covenanted to observe, comply with and be bound by all covenants and restrictions, as follows. These restrictions are for all land owned and being developed by Mountain States Development Corporation in the 18th district of Blount County, Tennessee.

SECTION A:

1. The term "tracts" as used herein shall refer to the numbered tracts in the numbered blocks on said plat. These tracts shown on said plat shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure shall be erected or permitted to remain on any tract or building plot on said land other than one single family residence. The developer shall have the authority to designate certain areas on the map or plat as commercial or recreation areas. In such areas, construction other than single family residence will be permitted. No trade or commercial activity shall be carried on upon any residential tracts.
2. Without prior approval of the Developer, the height of the main residence on each building plat shall be not more than two full stories above the normal surface of the ground.
3. No building, fence, sidewalk, wall or structure, driveway or roadway or exterior television or radio antenna of any kind shall be built, constructed, placed, enlarged or altered on any tract unless and until the detailed plans and specifications and the proposed type of construction and the proposed location of such building or structures, driveways, and automobile parking areas upon the said tract shall have been submitted to the developer at their offices and approved of by it in writing. The developer shall within thirty (30) days of receipt of such plans, return said plans to the Purchaser indicating thereon its approval or disapproval.
4. No temporary building of any kind including tent, trailer, barn or treehouse shall be built or placed on any tract at any time

5. No boats, motorcycles, motor bikes, or trailers shall be permitted entry to the development, nor be kept on any lot at any time whatsoever.
6. No tract shall be used as a dumping ground for rubbish, trash, garbage, or other waste matter. Garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No incinerator or any outdoor burning shall be permitted. The type of sanitary containers and location of same shall have the approval of the developer. All dwellings shall be equipped with a garbage compactor approved by the developer.
7. No tract or group of tracts in the said subdivision as delineated on the plat shall be divided or subdivided into smaller tracts.
8. No one will be allowed to strip top soil away from any tract, or to remove trees or otherwise waste away the natural beauty of the tract. This, of course, does not disallow necessary construction or any other activities calculated to increase the beauty of the tract or increase its value.
9. No sign of any character shall be displayed or placed upon any building plot or structure including "For Sale" or "For Rent" signs without the prior approval of the developer.
10. Nothing contained in these covenants and restrictions shall prevent the developer or any person designated by the Developer from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Developer may deem advisable for development purposes.
11. No noxious or offensive trade or activity shall be carried on upon any tract, nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
12. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any tract except that dogs, cats, and other domestic pets may be kept provided they are not kept, bred, or maintained for any commercial purposes.
13. Every residence shall have a septic tank which shall be installed in such manner as to comply with all laws and health regulations.
14. Nothing shall be done on any tract whereby the natural flow of surface water shall be increased or altered in such manner as to cause a nuisance to any adjoining or neighboring property.
15. Each tract owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling constructed on said tract in accordance with reasonable standards established by the Developer.
16. Exterior of all homes must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.
17. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and a five foot easement is reserved along all tract lines for said purposes.
18. No minimum square footage is provided by these restrictions, however, the Developer shall have the right to approve or disapprove the square footage of any plans submitted if in its opinion the size of the proposed residence is not in keeping with other surrounding residences.

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19. All roads within the subdivision are private and shall remain private until such time the Developer desires to dedicate said roads to all property owners within subdivision.

SECTION B:

Each tract owner shall be required to pay to the Developer a fee of Seventy-five (\$75.00) Dollars per year for each unimproved tract, and One Hundred Fifty (\$150.00) Dollars per year for each improved lot owned. Said fee to be used by the Developer for the maintenance of roadways, the over-all security of the development and the maintenance of the various amenities in the development. The first years fee will be payable by lot owners upon receipt of their Warranty Deed and annually thereafter for so long as the Developer maintains for the benefit of the various tract owners, the various amenities, roadways and services. The amount of this fee shall be subject to change at five (5) year intervals from March 1, 1976, based upon any percentage increase or decrease in the United States Cost of Living Index as published by the proper agency of the United States Government.

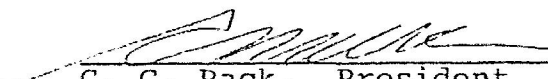
The roads and streets of the development as shown on the maps of record in the Register's Office of Blount County, Tennessee, are not to be dedicated to the public but are to remain private roadways. The Developer may maintain at appropriate entrances to the development, gates and security personnel for the protection of the residence and the property of the development. The owner of the various lots or their successors in title are granted a perpetual easement over said roadways and streets, as long as the particular owner pays the annual maintenance fee. The Developer shall have the right to regulate and enforce motor vehicle traffic and parking in the development.

These covenants are to take effect immediately and shall be binding on all parties and all persons claiming under them, forever.

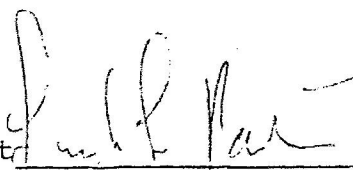
If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Developer or any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or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

Invalidation of any one of these covenants by judgment of Court order shall not in any way affect any of the other provisions which shall remain in full force and effect.

Mountain States Development Corporation


C. C. Pack, President

Attest


Secretary