

## LAND USE RESTRICTIONS WITH INTERPRETATIONS IN ITALICS

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.

*The development hereinafter will be referred to as Saddle Ridge.*

Recorded April 6, 1977, Map Book 47 Page 766.

Whereas, said Developer is developing said subdivision 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 an 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 development 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 of 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 18<sup>th</sup> 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.

*This does not preclude the operation of private home offices within residences although such offices should not be operated as open to public use.*

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.

*In this subsection, the role of developer has now been assumed by the architectural committee of the Saddle Ridge Property Owners Association. This section does not preclude residences with two main floors and a finished or unfinished basement.*

3. No building, fence, sidewall, 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 30 days of receipt of such plans, return said plans to the Purchases indicating thereon its approval or disapproval.

*The plans mentioned above should be presented to the architectural committee of Saddle Ridge Property Owners Association which will approve or deny the request within 30 days of receipt of such plans. The property owners association shall reserve the right to take legal action against the property owner should the change not be presented to the committee or in the event of a denial being ignored by the property owner and the said denied change be constructed or placed on the property. The architectural committee has the right to regulate parking of construction vehicles within Saddle Ridge and should inform property owners and contractors of alternate parking areas to keep vehicles from being parked along Saddle Ridge roadways. Saddle Ridge Property Owners Association reserves the right to have vehicles parked in other locations than those pointed out removed at the property owners' expense.*

4. No temporary building of any kind including tent, trailer, barn or treehouse shall be built or placed on any tract at any time.

*The architectural committee of the Saddle Ridge Property Owners Association shall be provided with any plans to change or construct any temporary building. If this approval is not obtained prior to the placing of any temporary building on the property within the subdivision or, in the event of a denial, the property owner proceeds with the denied change, the Saddle Ridge Property Owners Association reserves the right to take legal action against the property owner.*

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.

*General use of motorized boats, motorcycles, motor bikes, all-terrain-vehicles (ATVs) and/or trailers is prohibited on the roads of Saddle Ridge. Any of the vehicles listed above inside the gate must be properly secured upon entry into Saddle Ridge and properly stored upon arrival at the residence of the property owner. Such vehicles cannot be placed on property which does not contain a residence. Property owners must understand the difficulties associated with towing on Saddle Ridge roads, including possible damage to the roadways and/or the items being towed.*

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.

*The role of developer in this section now is assumed by the architectural committee of the Saddle Ridge Property Owners Association. In light of provisions for garbage collection once the wastes have been transported to the kiosk near the gate, the architectural committee may waive the garbage compactor requirement. Sanitary containers must be tightly covered to discourage wildlife foraging.*

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.

*This provision does not preclude a general contractor from erecting one small sign only during the construction process to guide subcontractors to the property under construction. The sign should be removed immediately upon completion of construction.*

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 or shall anything be done thereon which may be or become any annoyance nuisance to the neighborhood.

*This applies to any activity which could be considered illegal. The prohibition applies to but is not limited to recreational use of firearms, shooting of fireworks of any kind, any hunting activity, use of Saddle Ridge roads for horseback riding and erection of “farm lights” on telephone-size poles which would cause light pollution.*

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 in 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.

*This provision should be interpreted to require silt fence installation at each construction site near water per required by the provisions adopted by the architectural committee and approved by the Saddle Ridge Property Owners Association. Other provisions of the Clean Water Act should be complied with.*

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.

*Provisions of this section are the purview of the architectural committee rather than 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.

*This provision can be waived by the architectural committee*

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 residences is not in keeping with other surrounding residences.

*The architectural committee has assumed the duties of the Developer in this section.*

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.

*On \_\_\_\_\_, the developers DCA Inc. turned the maintenance of the roadways of Saddle Ridge over to the Saddle Ridge Property Owners Association.*