

Phyllis Lee Crisp, Register
Blount County Tennessee
Rec #: 503539
Rec'd: 10.00 Instrument #: 781381
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 11/10/2016 at 9:27 AM
Total: 12.00 in
Record Book 2466 Pgs 1879-1880

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THIS INSTRUMENT PREPARED BY COSTNER & GREENE, ATTYS., 315 HIGH STREET, MARYVILLE, TENNESSEE 37804 BY: STEVEN J. GREENE C&G-7883 dp/

RESTRICTIONS APPLICABLE TO LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60 & 61 OF MONTGOMERY FARMS, PHASE TWO

WHEREAS, MONTGOMERY FARMS, LLC, HEREINAFTER REFERRED TO AS "DECLARANT" OWNS REAL PROPERTY SITUATED IN DISTRICT NO. 19 OF BLOUNT COUNTY, TENNESSEE AND IS KNOWN AND DESIGNATED AS "LOTS 3-45 & 50-61 OF MONTGOMERY FARMS, PHASE TWO" AS SHOWN BY MAP OF RECORD IN MAP FILE 3469A IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE, HAVING ACQUIRED SAID PROPERTY BY DEED OF RECORD IN RECORD BOOK 2414, PAGE 1057 IN SAID REGISTER'S OFFICE; AND,

WHEREAS, DESIRING TO PROMOTE THE DEVELOPMENT THEREOF AS A RESIDENTIAL SUBDIVISION AND FOR THE PROTECTION OF ITS SUCCESSORS IN TRUST OR ASSIGNS, AND THE PROTECTION OF FUTURE OWNERS OF ANY ONE OR MORE OF SAID LOTS, THE UNDERSIGNED DECLARANT DOES HEREBY IMPOSE UPON THE ABOVE DESCRIBED LOTS IN MONTGOMERY FARMS, PHASE TWO, THE FOLLOWING RESTRICTIVE COVENANTS WHICH SHALL RUN WITH THE LAND, TO WIT;

1. THE UNDERSIGNED DECLARANT DOES HEREBY ADOPT THE RESTRICTIONS OF RECORD IN RECORD BOOK 2458, PAGE 1549 IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE AND ALL FUTURE OWNERS OF ANY ONE OR MORE OF SAID LOTS SHALL BE SUBJECT TO ALL MATTERS CONTAINED IN SAID RESTRICTIONS OF RECORD IN RECORD BOOK 2458, PAGE 1549 IN SAID REGISTER'S OFFICE, INCLUDING APPLICABLE HOMEOWNERS ASSOCIATION MATTERS AND ALL LOT OWNERS SHALL BE RESPONSIBLE, ON AN EQUAL PRO RATA BASIS WITH OWNERS OF LOTS ON MAP FILE 3435B IN THE REGISTER'S OFFICE FOR BLOUNT COUNTY, TENNESSEE, FOR THE COSTS OF MAINTENANCE AND REPAIR OF ALL COMMON ELEMENTS, INCLUDING BUT NOT LIMITED TO THE DETENTION BASIN LOCATED ON LOT NO. 33, THE 10-FOOT DRAINAGE EASEMENT LOCATED ON LOTS 51 & 61, THE DRAINAGE EASEMENT LOCATED ON LOTS 46, 47, 48 & 49 OF MONTGOMERY FARMS, PHASE ONE AND ON LOTS 41, 42, 43 & 44 OF MONTGOMERY FARMS, PHASE TWO, THE SIGN EASEMENT LOCATED ON LOT NO. 2 AND ANY OTHER COMMON ELEMENTS SHOWN ON THE RECORDED PLATS OF MONTGOMERY FARMS.

2. That Lots 15, 16, 17, 18, 19 & 20 are subject to maintenance provisions of the 25-foot permanent private nonexclusive easement for ingress, egress, drainage and utilities as shown by the plat of record aforesaid, and subject to the terms and conditions as follows:

a. That the current and future owners of Lots 15, 16, 17, 18, 19 & 20 are solely responsible for the maintenance and upkeep expenses of said easement.

b. That Lots 18 & 19 are subject to said easement and Lots 15, 16, 17 & 20 shall be conveyed with said easement and Lots 15, 16, 17, 18, 19 & 20 shall have access by said easement.

c. That said easement shall remain unobstructed and shall be used for the purpose of ingress, egress, drainage and utilities shall be continually and permanently maintained in a neat and safe condition.

d. In the event any lot owner or their builder causes damage to said easement, the lot owner causing said damage shall be responsible to repair same to its original condition.

e. The Homeowner's Association shall have the right to maintain said easement if it is not maintained by the owners of said Lots 15, 16, 17, 18, 19 & 20 and charge the owners for same. Delinquent costs and fees are subject to reasonable collection cost, attorney fees and interest thereon pursuant to Article IV, Section 1 of the restrictions adopted herein. All unpaid maintenance expense chargeable to any lot owner shall constitute a lien on such lot prior to all other liens except (1) tax liens on the lot in favor of any assessing unit and special district and (2) all sums unpaid on any prior mortgage of record. The Homeowner's Association may file suit to recover money judgment for the unpaid expenses and such shall be maintained without foreclosing or waiving the lien securing the same. Furthermore, such lien may be foreclosed by suit as a remedy by the Homeowner's Association. In any foreclosure the lot owner shall have the power to bid on the lot at the foreclosure sale and to acquire and hold, sell, lease, mortgage and convey the same.

f. That said easement shall run with the title to the lands hereinabove described and be binding upon the parties hereto, their heirs, successors and assigns.

3. That until Montgomery Lane and Sally View Drive (also identified as easement reserved for ingress, egress, utilities, drainage & for future public road on Map File 3435B) are dedicated as public roads, all lots using said Montgomery Lane and Sally View Drive are subject to maintenance provisions for same as described in the restrictions adopted herein of record aforesaid.

THIS AGREEMENT SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO, THEIR HEIRS AND ASSIGNS, AND SHALL RUN WITH THE LANDS HEREINABOVE DESCRIBED FOREVER.

MONTGOMERY FARMS, LLC

BY: [Signature]
JASON E. PANKRATZ, CHIEF MANAGER

STATE OF TENNESSEE
COUNTY OF BLOUNT

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, **JASON E. PANKRATZ**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the within instrument for the purposes therein contained, and who further acknowledged that such person is the **CHIEF MANAGER** of **MONTGOMERY FARMS, LLC**, the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

Witness my hand and official seal at office this 15th day of Sept, 2016.

[Signature]
Notary Public



My Commission expires: 2-28-2017