

This instrument prepared by:  
Greg W. Traylor, Attorney at Law  
112 Public Square  
Lafayette, Tennessee 37083

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## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SADDLE BROOK SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions of Saddle Brook Subdivision is made on the date hereinafter set forth by Modern Development Group, LLC (“Declarant” or “Developer”), owner and developer of certain real property in Macon County, Tennessee, more particularly described as Old Highway 52, Lafayette, Tennessee, 37083; Map: 057; Parcel: 017.00; described in Record Book 98, Page 607; and known as Saddle Brook Subdivision (hereinafter known as “Saddle Brook Subdivision,” “Property,” or “Properties,” with a subdivided portion thereof known as a “Lot”).

Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE I Building Restrictions**

**Section 1.** All Lots in this tract shall be used and occupied for residential purposes only. No type of commercial business, whether it be for retail, wholesale, manufacturing, sales, or short-term rental, shall be allowed under any circumstances.

**Section 2.** No Lots shall be subdivided, altered, or changed so as to produce less area than hereby established and required, unless otherwise approved by the Macon County Regional Planning Commission. Under no condition shall such Lot or Lots be made to produce less area than prescribed by these restrictive covenants and not more than one (1) residential building may be constructed or maintained on any one (1) Lot.

**Section 3.** No Lot or portion thereof shall be used for access to any property that is not part of SADDLE BROOK SUBDIVISION or any subsequent phases thereof, unless approved by Developer.

**Section 4.** No trailer, mobile home, tent, shack, garage, below ground level basement home, barn or other outbuilding or any structure of a temporary nature shall be erected or moved onto any Lot to be used as a residence, either temporary or permanent. No structure of any kind except a dwelling house may be occupied as a residence. No dwelling which was located on any

other real property or tract shall be moved onto any Lot. No trailer, manufactured home, or modular dwellings, buildings and/or structures can be moved onto or constructed on any Lot to be used as a residence, either temporary or permanent, or to be stored. No structure of any kind except a dwelling house may be occupied as a residence. One recreational vehicle trailer shall be allowed to be stored on a Lot, but it cannot be used as a residence or permanently connected to any electrical service or water or sewer service.

**Section 5.** Boats, trailer, jet skis, recreational vehicles and camping trailers may be parked on Lots provided they are licensed, but they must be kept behind the front corners of the house. All recreational vehicles and camping trailers are to be licensed and must be less than forty (42) feet long.

**Section 6.** No motorcycles, motorbikes, motor scooters, trail bikes, go-carts or other motorized vehicle of any type without a muffler or mufflers shall be permitted to be operated within SADDLE BROOK SUBDIVISION.

**Section 7.** All residential structures must be erected of brick, stone, Hardie/cement board, vinyl, logs or log siding, or barn metal tin siding. Foundations may be brick, stone, exposed concrete block or smeared mortar block.

**Section 8.** All buildings or structures of any kind constructed on any Lot shall have full brick, stone or textured block foundations, and plastered foundations shall be exposed to the exterior above grade.

**Section 9.** All single-family dwelling residences erected on any Lot, as shown on the Property plat, shall have a minimum square footage of heating living area, exclusive of any garage, terraces, basements, breeze ways, and covered walkways, as follows:

- (a) One level floor plan - 1200 sq. ft.;
  - (b) Split level floor plan - 1500 sq. ft.; and
  - (c) Two story floor plan - 1500 sq. ft.
- All blueprints/building plans must be approved by the Developer

**Section 10.** No used building materials shall be placed on any Lot or site except for purposes related to forming, scaffolding or layout work on structures on said Lot(s), excepting unpainted clay, brick and/or stone; provided, however, that such materials may be placed on a Lot under limited conditions with the express permission of Developer in writing.

**Section 11.** No building shall be constructed or maintained on any Lot nearer the front of the Lot than the set-back line, as shown on the recorded plan; provided, open porches, either covered or uncovered, bay windows, steps or terraces, shall be permitted to extend in front of the set-back line, so long as the remaining portion of the structure does not violate the set-back line. Sideline setbacks shall total not less than ten (10) feet on each side. The rear yard-line set-back

shall be a minimum of twenty (20) feet, and the front set-back shall be not less than thirty (30) feet. Any variation from these restrictions are to be approved by the above mentioned Developer.

**Section 12.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by intersection of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of the driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line maintained at a sufficient height to prevent obstruction of such sight lines, and notwithstanding anything to the contrary herein, no fence or wall shall be located any closer to the street than the front corners of the house.

**Section 13.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, or any other substance, shall be erected, maintained, or permitted upon any Lot.

**Section 14.** No vehicle of any type including but not limited to boats and similar watercraft shall be dismantled for repair or painting on any Lot or site except where the same vehicle can be carried out, inside of a garage or basement, and no boat or watercraft shall be stored on any Lot or site without appropriate screening of the area.

**Section 15.** A perpetual easement is reserved on each Lot, as shown on the recorded plan, for the construction and maintenance of utilities, such as electricity, gas, water, sewer, etc., and no structure of any kind shall be erected or maintained upon or over said easement.

**Section 16.** All driveways on any Lot shall be of concrete material or covered gravel in concrete (such as brown pee gravel in concrete) or asphalt paved driveways.

**Section 17.** All mailboxes in the Subdivision are now required by Federal Law to be cluster mailboxes. No mailbox may be erected on individual Lots.

**Section 18.** No poultry, livestock, or other animals shall be allowed or maintained on any Lot at any time; provided, however, that this restriction shall not preclude the keeping of dogs, cats, or other household pets. The raising or keeping of dogs, cats or other animals for commercial purposes is expressly prohibited. Any dog kennel or other house used for animals shall be screened from view by hedges or other shrubbery or evergreens or fences of the proper type. No Owner is permitted to keep horses or cattle on any Lot in this section of the Subdivision.

**Section 19.** No outside radio or television antennas are allowed. Only small satellite dishes can be placed on any Lot provided that it is erected on the rear of the house.

**Section 20.** No clothes lines shall be allowed on any Lot.

**Section 21.** Vegetable gardens will be allowed in the general landscaping of each Lot to the rear of any house located on said Lot.

**Section 22.** No sign of any advertising nature shall be permitted on any Lot or building excepting "For Sale" signs.

**Section 23.** All tracts shall be kept mowed by the Owner to such an extent that same will be in keeping with remainder of the tracts and no premises shall be allowed to become unsightly in any way or manner.

**Section 24.** The right is expressly reserved to Declarant, its successors and assigns to construct all streets, roads, alleys or other public ways as now, or hereafter may be, shown on Plan of Subdivision, at such grades or elevations as Declarant in its sole discretion may deem proper, and for the purpose of constructing such streets, roads, alleys or public ways. Declarant shall have an easement, not exceeding ten (10) feet in width, upon and along each adjoining Lot, for the construction of proper bank slopes in accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads; and no Owner of any Lot in this Subdivision shall have any right of action or claim for such damages against anyone on account of the grade or elevation at which such road, street, alley or public way hereafter constructed, or on account of the bank slopes constructed with the limits of the said ten (10) foot easement.

**Section 25.** Easements for installation and maintenance of utilities and drainage facilities and entry signs are reserved as shown on the recorded plat. All utilities, electricity, sewer, water and gas where available to each Lot, must be run and maintained underground from the street to the residence without exception.

**Section 26.** Drainage easements as shown on the recorded plat shall be for the purpose of constructing, maintaining, opening, and widening storm drains and open ditches.

**Section 27.** In order to implement effective appearances, insect, reptile and woods' fire control, Declarant reserves for itself, its successors or assigns, the right to enter upon any Lot on which a residence has not been constructed, such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds, or other unsightly growth, which in the opinion of Declarant detracts from the overall beauty, setting and safety of SADDLE BROOK SUBDIVISION. The cost of such

shall be paid by the Owner of the Lot. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant or its agent may enter upon any Lot to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed, however, as a duty or an obligation on the part of Declarant to mow, clear, cut or prune any Lot or to provide garbage or trash removal services.

**Section 28.** No illegal use of any kind shall be made of or carried on upon any Lot, nor shall anything be done thereon which is or may become a nuisance or annoyance to the neighborhood. No buses, trucks (larger than a one (1) ton single axle with pickup bed), or other customary private passenger vehicles shall be parked on any Lot or on a street at any time in the subdivision. The exception shall be for delivery of construction materials, delivery of personal property or moving into or out of the any dwelling. There shall be no automobile parked on any Lot unless licensed and in use.

**Section 29.** No immoral, improper, offensive, or unlawful use shall be made on any Lot, nor any part of any Lot, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**Section 30.** Fences may be vinyl, rock, brick, stone or black chain link. No fences shall be around the front yard. If the fence has a finished and unfinished side, the unfinished side must be facing the house installing the fence. No trees, shrubs or hedges may be used in any front yard to be used as a screen from neighbors. All fences must be located on the property line or at least 6 feet from the property line to allow access for mowing.

**Section 31.** Any construction commenced on a Lot shall be completed within one year of the issuance of the building permit.

If any structure located on the Lot is destroyed by fire or other natural disaster, the said structure must be repaired or rebuilt within six months of said disaster or in the alternative the remains of said structure must be cleaned up and removed from the Lot within six months of said disaster. The Lot is to be seeded, strawed and mowed until rebuilt or sold.

**Section 32.** Lot owners are allowed to have above and below ground pools.

**Section 33.** All Main roof pitches must be a minimum of a 4/12 pitch.

**Section 34.** All outbuildings may be of a portable nature or site built. They may be constructed of wood, masonry, vinyl or metal. The maximum square feet of any site-built outbuilding may not exceed 1500 sq. ft. Portable buildings may not exceed 360 sqft. There shall only be allowed one portable outbuilding and one permanent building on each Lot. All buildings must be similar in color to the house and must be constructed behind or adjacent to the house. No

building shall be located forward of the rear most front corner of the house and no building can be placed in front of the house.

**Section 35.** The owners of Lots 6, 7, 11, and 55 shall be responsible for maintaining any and all landscaping around any entrance signs and to maintain the signs in an attractive appearance that may be placed on said Lots.

## **ARTICLE II Easements**

**Section 1. General.** Declarant reserves an easement for ingress and egress generally across the Properties at reasonable places on the Properties and the various Lots for the purpose of completing Declarant's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

**Section 2. Emergency.** There is hereby reserved without assent or permit a general easement to all policemen, security guards employed by Declarant and/or the Association, firemen, ambulance personnel, garbage collectors, mailmen, utility personnel, delivery service personnel, and all similar persons, including but not limited to all police and fire officers of the City of Lafayette and Macon County, Tennessee, to enter upon the Property or any portion thereof for the performance of their respective duties.

**Section 3. Easements Shown on the Plat.** The Plat contains certain designated easements for landscaping roads, ingress and egress, utilities and drainage. The easements so designated on the Plat encumber the Lots as shown on the Plat, and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all Owners of Lots in SADDLE BROOK SUBDIVISION and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action which might in any way prohibit or limit the use in common by all Owners of said easements. However, use of the easements and Common Area shall be subject to and governed by the provisions of this Declaration and the By-laws, rules and regulations of SADDLE BROOK SUBDIVISION.

## **ARTICLE III General Provisions**

**Section 1. Duration.** These restrictions shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period of thirty (30) years from the date of the recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years.

**Section 2. Enforcement.** All restrictions herein may be enforced by Declarant, its successors and assigns, or any Owner, by proceeding at law or in equity against the person, firm

or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorney's fees and court costs.

**Section 3. Partial Invalidity.** Any invalidation of any one or more of these restrictions by judgment or court order of a court of competent jurisdiction, or statute, or failure on the part of Declarant, the Association or any Owner to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed to be a waiver of the right to enforce such restrictions any time after the violation thereof.

**Section 4. Abatement.** In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then Declarant shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable to Declarant.

**Section 5. Exoneration of Declarant.** Each Owner of any Lot or any other party interested in the Property expressly agrees that:

- (a) No duty or obligation is imposed upon Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce the same; and
- (b) Declarant's approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents given by Declarant pursuant hereto or otherwise shall not be deemed a warranty, representation or covenant that any such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with any and all applicable laws, rules, building code requirements or regulations, the sole responsibility for all of same being upon the respective Owner; and Declarant is expressly released and relieved of any and all liability in connection therewith. Owner agrees to indemnify and hold the Declarant harmless from all loss or damage, including reasonable attorney's fees, incurred by Declarant as a result of any suit or claim made by any party concerning any feature of construction of the improvements made to any Lot, the non-compliance thereof with such laws, rules, building code requirements or regulations, or further, any suit or claim made by any injured or alleged injured party claiming to have been damaged or injured by any failure in the structure of any completed improvement, or any negligence in design or workmanship of any component of such completed improvements on such Lot.

**Section 6. Other Lands of Declarant.** Nothing contained within these restrictions shall be held or construed to impose any restrictions, covenants, or easements on any other land of the Declarant, except for the land contained within the description of the Properties, unless specifically submitted and included within restrictions by a supplementary declaration. Further

sections of Saddle Brook Subdivision may be added hereunder by supplementary declaration by Declarant, its successors and assigns.

**Section 7. Amendments.** Except for Article III, Section 6, this Declaration may be modified and amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this \_\_\_\_ day of October, 2021.

SADDLE BROOK SUBDIVISION

\_\_\_\_\_  
By: Marcus Smith, Managing Member of  
Modern Development Group, LLC, Developer/Declarant

STATE OF TENNESSEE  
COUNTY OF MACON

Personally appeared before me, the undersigned authority, a Notary Public in and for said County and State, Marcus Smith, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he is the Managing Member of Modern Development Group, LLC, a Tennessee limited liability company, the within-named bargainor, and as such authorized member, being given authority to do so, executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Lafayette, Tennessee, on this the \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_