

This instrument was prepared by
PHILIP A. WYNN, ATTORNEY
Sevierville, Tennessee

HIDDEN MOUNTAIN VIEW SUBDIVISION EXTENDED
RESTRICTIONS, REGULATIONS, AND EASEMENTS

I, GLENDA McCARTER, being the owner of the HIDDEN MOUNTAIN VIEW SUBDIVISION EXTENDED, in the Sixteenth Civil District of Sevier County, Tennessee, shown on plats of record in Map Book 13, pages 52, 53, 54, and 55, Register's Office, Sevier County, Tennessee, to which plat reference is here made, do hereby impose upon all lots in said Subdivision the following restrictions, regulations, and easements, which shall run with the land and which shall be enforceable by us or by any persons owning property therein:

RECORDED IN THE REGISTER'S OFFICE
SEVIER COUNTY, TENNESSEE
JANUARY 19, 1972
BY PHILIP A. WYNN, ATTORNEY
AND GLENDA McCARTER
BY PHILIP A. WYNN, ATTORNEY
BY GLENDA McCARTER

1. All buildings, living quarters and lots must be kept in a clean and sanitary condition and meet County and State Health Department Regulations.

2. No junk yard may be established or maintained on this property. No junk motor vehicles may be placed or parked on said premises for extended periods of time.

3. No outside toilets may be constructed or maintained on said property.

4. All dwellings and residential buildings must be set back at least 18 feet from all road rights of way with the exception of the Steep Chalet Lots.

5. Any building or landscaping must observe the true beauty of the premises and must leave all road ditches tiled and open. No building may be erected which will block views from other lots or in any way damage the value of adjacent lots.

6. All Owners of lots in Hidden Mountain View Subdivision and Hidden Mountain View Subdivision Extended are granted the joint use of lakes as shown on the recorded plats of the property, together with access thereto over existing roadways; however, the use on said lakes of any boat powered by gas or oil is prohibited. The Developer assumes no responsibility for the maintenance of said lakes nor for keeping the same in a clean and sanitary condition;

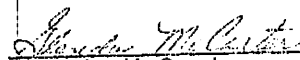
and these obligations rest with the Owners of lots in said Subdivisions. The Developer assumes no liability and expressly disaffirms any obligation to the Owners of lots in said Subdivisions or third persons for accidents in, around or upon said lakes.

7. The joint use of all roads, streets and alleys in Hidden Mountain View Subdivision and in Hidden Mountain View Subdivision, Extended is hereby granted to the Owners or Owner of lots or a lot in either of said subdivisions and the joint use thereof is hereby retained by the Owner and Developer for the use and benefit of herself, her heirs and assigns. All of said road rights of way are fifty (50) feet in width and meet all County specifications except as indicated on the recorded plats of said Subdivisions.

8. A five (5) foot easement along each lot line is reserved for the installation and maintenance of public utilities.

If the Owners of any lot covered by these restrictions, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other lot in said tract or development to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenants or restrictions and to prevent him or them from so doing, and it is agreed that irreparable damage will be caused by any violation of these covenants or restrictions which cannot be compensated for by a monetary recovery, and the measure of which cannot be ascertained, so that, an injunction may be issued to prevent any violation or threatened violation; and in the event that any of these conditions and restrictions shall be, by the judgement of any Court, held invalid or unenforceable, such decision shall not in any way affect the validity and enforceability of any other restrictions or conditions not so adjudged by the Court as invalid or unenforceable, but all others shall remain in full force and effect.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1981, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the majority of the then owners of the lots in said Subdivision, it is agreed to change said covenants in whole or in part.

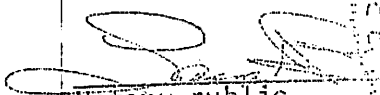

Glenda McCarter

STATE OF TENNESSEE

COUNTY OF SEVIER

Before me, the undersigned authority, personally appeared the within named bargainor, GLENDA McCARTER, a single woman, with whom I am personally acquainted and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said State and County this the 5 day of July, 1971.


Notary public

My Commission Expires: