

STATEMENT OF SALE

The sale of TRACTS #1 - 25 OF DENISON MEADOWS OF THE MARY RUTH AND SOMERALL DENISON ESTATE will be sold as follows:

All newspaper or other publications and all oral and verbal statements as to advertising made by owners of said property and by McCarter Auction, Inc., or any agent of said company, or by Scott E. McCarter are hereby revoked.

The sale will be an absolute auction and will sell to the highest and best bidder. Auctioneer is in full charge of auction having the right to set bid increments throughout the sale, settle any bid disputes, and accept or reject any bids at his discretion. Terms for Real Estate are 10% down today, balance at closing within 30 days. Several banks are offering good financing. See details on tables. Buyers taking terms to provide financial statement and loan application to bank and pay for title update, release fee and any other requirements needed by bank. Buyer to pay one-half of closing fee, **in addition to their other individual closing costs. Please note that Johnson, Murrell and Associates will be the exclusive closing agent for this transaction.**

NOTICE!! A 10% Buyer's Premium will be added to all successful bids on real estate. The highest bid price plus the 10% (Ten percent) Buyer's Premium will be the total sales price.

Any changes made to buyers' paperwork, including Warranty Deed or Trust Deed, must be made by this Wednesday, November 19th, or buyer may be charged for double paperwork at closing.

Property will be sold in individual tracts and adopt the sale which brings the highest and best bid. All properties to be sold from this tent site and any of these properties may be selected with High Bidder Choice. There will be no re-grouping of lots or tracts. The contract you sign is final and binding. Successful bidders for real estate will be required to sign a note for the deposit amount with the contract, **in addition to deposit paid day of sale.** Note shall become null and void when buyer shall complete all requirements for closing as set out in the contract.

Taxes for the 2008 year to be prorated at closing. Denison Estate to pay property Rollback Taxes. Closing will be 30 days from today. Possession of all tracts to be given at closing. All properties to be sold in "as is" condition with no guarantees or warranties, expressed or implied. Please inspect properties to your satisfaction prior to purchase. Property is zoned A-1 Agricultural. Copies of zoning regulations are available here today. Buyers must join Homeowners Association and pay all appropriate fees and abide by their Restrictions and By-Laws. HOA start up fee of \$300.00 per lot per year to be collected at closing. HOA annual dues of \$300.00 per lot per year to maintain private roads, etc., will be due July 1, 2009. All buyers to sign a Road Maintenance Agreement at closing. Note utility and drainage easements, and building setbacks, as shown in notes on map. Please note that building setbacks and utility easements have been changed since first Drafts of survey and restrictions. The narrow portion of Lot #18 that leads from Thomas Crossroad is a joint use easement. Any road built on this portion must be shot and chipped, or better. The Denison Estate will pay Sevier County Electric System to run overhead power along Denison Way and Mary Ruth Way.

REMEMBER, this is an Absolute Auction and all sales are final. Do not bid unless you are prepared to pay appropriate deposit today and meet all conditions to close as set out in your contract.

The property will be sold subject to all easements, zoning and restrictions, of record and will be sold from map dated October 22nd, 2008, by W. C. Whaley, Registered Land Surveyor. The property will be sold free from all encumbrances and a Warranty Deed will be executed by the owner to the purchaser for said land. This the 15TH day of November, 2008,

AUCTIONEER

SELLER

**DECLARATION OF RESTRICTIONS
FOR
DENISON MEADOWS SUBDIVISION**

WHEREAS, the undersigned, **JEFFREY R. MURRELL**, is the Personal Representative of the Somerall Denison Estate, the Owner of that certain parcel of land described as **DENISON MEADOWS** as depicted on plat of record in **Large Map Book 117**, page **68** of the Register's Office for Sevier County, Tennessee; and,

WHEREAS, it is for the interest, benefit and advantage of the Owners, the Developer and each and every person or entity that shall hereafter acquire any tract or any portion of any tract in the Subdivision, or any resubdivision thereof, (all such tracts being collectively referred to as the "Tracts" and individually referred to as a "Tract") that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the premises and of the benefits to be derived by the Owners, the Developer and each and every subsequent owner of any of the Tracts or portions of said Tracts in the Subdivision, the Owner does hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Tracts and portions of said Tracts, and to all persons owning any of said Tracts or portions thereof, hereafter.

WHEREAS, the Owner does hereby commit the said property for use subject to the following Declaration of Restrictions:

- 1. TERM.** These covenants are to take effect immediately upon recording and shall be binding upon all persons and entities claiming title under and through them until December 31, 2028, at which time the covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then owners of the tracts agree in writing, such writing being placed of record in the Register's Office for Sevier County, Tennessee, to alter, amend or terminate the covenants in whole or in part.
- 2. LAND USE.** All tracts shall be used exclusively for single family residential purposes only, and no duplexes, multiple family or group homes are allowed. No mobile homes, doublewides, modular homes, trailers, shacks or tents shall be erected on or moved onto any Tract, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No tract, or any building erected thereon shall at any time be used for the

purpose of any trade, business, profession, commercial enterprise or enterprises of any kind except for in house office or business which is otherwise invisible and does not generate any commercial traffic or activity of any kind that would be noticeable or disruptive in a residential setting.

3. RE-SUBDIVISION OF LOTS. Resubdivision of any tract must fully comply with planning commission and health department rules and regulations, and must meet or exceed restrictions and building requirements for Denison Meadows. Notwithstanding anything to the contrary contained herein, any lot created by the re-subdivision of a tract shall contain a minimum of two (2) acres.

4. BUILDING TYPE. (a) No more than one (1) dwelling shall be erected on each lot, provided, however, that in the event a swimming pool is built on a lot in conformance with the restrictions herein, one pool house of a design and construction similar to that of the main residence shall be permitted if it consists of the same construction quality as hereinafter set forth as said main residence. All structures must be constructed so as to meet or exceed local zoning and building codes.

(b) All structures shall be constructed on solid foundations of brick, stone or concrete block faced with brick, stone, stucco, wood or cement siding set to match the primary portion of the residence. Porches and decks shall not be supported by 4x4 or 6x6 posts unless they have an outside finish that matches the foundation and primary residence. Outside finish shall be a minimum of eighty percent (80%) of wood or cement siding, stucco, stone, or brick, with no exposed common concrete block, cinder block or imitation brick or stone. All building materials shall equal or exceed FHA standards. If vinyl siding is used, it shall not cover more than twenty percent (20%) of the exterior surface area and shall be of a high quality.

(c) All roofs shall have a 25-year rating or better. Roof structures shall have a minimum of 6/12 pitch with three dimensional architectural shingles or corrugated metal roof of not less than 18 gage with factory paint finish.

(d) One out-building and one barn of a design and construction in architectural harmony with that of the main dwelling shall be allowed.

(e) All driveways shall be well maintained and shall have sufficient drainage so as not to damage roadways or neighboring properties.

(f) All buildings must be architecturally compatible.

(g) All chimneys must be constructed of brick, stone or siding the same as used on the dwelling only. There shall be no vent pipes on the front of any residence.

(h) All fuel tanks or storage receptacles of a similar nature shall be buried.

(i) All utility services, lines, pipes, wiring, and cable to structures shall be underground from above ground lines from street to structures.

(j) All pools, patios, and decks shall be located in the rear of the dwelling.

5. DWELLING OR BUILDING SIZE. No residence shall be erected, altered, or permitted to remain on any tract unless the dwelling has a minimum of eighteen hundred (1,800) square feet of indoor heated living space, exclusive of basements, open porches, garages or storage rooms; provided, however, in the event of multi-level construction, the ground floor must

contain a minimum of twelve hundred (1,200) square feet and the upper floor must contain a minimum of six hundred (600) square feet. A minimum of a two (2) car attached, enclosed garage with doors that close is required. No underground or sod houses shall be allowed.

6. SETBACK. No structures shall be located nearer than thirty feet from the front of any Tract, twenty-five (25) feet from any side lot line or thirty (30) feet from any rear lot line; provided, however, any out buildings or barns must be located at least one hundred (100) feet from the front road property line. It is the intent of the Owners that the actual property line and not the road surface boundary be used as the point of reference for determining setbacks.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any tract at any time as a residence, either temporarily or permanently; provided, however, that this shall not apply for the shelters used by the contractor during the construction of the main building, it being clearly understood that these latter temporary shelters may not be used at any time as residences or be permitted to remain on the lot after the completion of construction. *All trailers, mobile homes, and modular homes are expressly prohibited.*

8. NUISANCES. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.

9. ANIMALS. All lots shall be utilized for residential purposes. However, all lots that contain a minimum of two (2) acres are allowed to maintain one (1) horse, pony or cow per two acres. An owner of adjoining Tracts may combine the acreage of such Tracts for the purposes of determining the number of horses, ponies or cattle allowed. No goats, swine or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other domestic household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. No kennels shall be permitted on any Tract. No animals shall be permitted to run at large as to become a nuisance.

10. WASTE OR UNSIGHTLINESS. (a) No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and all containers shall be kept at the rear of all dwellings out of sight from the road. Burning of trash shall be prohibited.

(b) Once a lot has been sold, the same, whether improved or not, shall be maintained in good appearance and free from rubbish.

(c) There shall be no exposed clothes lines allowed.

(d) Yard art and statues shall only be allowed in the rear of the residence.

(e) Seasonal decorations shall be allowed for a period not to exceed six (6) weeks.

(e) All open areas must be seeded or sodded with grass. All open areas of vacant tracts that can be safely mowed shall be mowed a minimum of two (2) times during the growing season. All improved tracts shall be mowed at regular intervals to maintain a neat appearance. It is required that, within nine (9) months of occupancy, sufficient shrubbery and landscaping shall be added to landscape the house and cover at least 30% of the foundation in front of the house; provided, however, no planting or landscaping shall be placed in such a manner as to obstruct or obscure visibility of traffic.

11. FENCE. All fencing shall be wood, vinyl or wire. There shall be no chain link fencing allowed. Solid privacy fencing shall be allowed in the rear of any dwelling with a maximum height of six (6) feet. All fences shall be maintained and kept trimmed.

12. INOPERATIVE VEHICLES/PARKED VEHICLES. (a) No inoperative vehicles, whether cars, trucks, trailers, boats, campers, or other types of vehicles shall be allowed to remain either on or adjacent to any tract for a period in excess of forty-eight (48) hours, provided, however, this provision shall not apply to any such vehicles being kept in an enclosed garage.

(b) Operative vehicles including, boats, campers, jet skis, motor homes, trailered equipment, and trailers must be stored to the rear of the dwelling and shall be kept so that it does not become a nuisance to any or the neighboring tracts.

(c) There shall be no routine on road parking allowed.

(d) There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside an enclosed garage.

13. CONSTRUCTION. All construction shall be continuous and must be completed within one (1) year of initiation. No person may occupy an unfinished structure, nor shall any house or building be left unfinished for a length of time exceeding six (6) months. Builders shall maintain lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a week. All mud or debris on the street caused by new construction shall be cleaned by the contractor with reasonable promptness.

14. EASEMENTS. Easements of seven and one-half (7 1/2) feet in width are reserved along all interior lot lines and fifteen (15) feet along all exterior lot lines for the installation and maintenance of utilities and for drainage, together with such easements as are displayed upon the plat of record.

15. OUTSIDE LIGHTS. All outside lights shall be so placed and of an intensity so as not to be an annoyance to any neighbor.

16. SIGNS. No business or commercial signs are allowed on any lot other than signs advertising premises for rent or for sale and shall be limited to a maximum size of 24 inches by 24 inches.

17. SATELLITE DISHES. Exterior satellite dishes shall be allowed provided such dishes do not exceed 18 inches in diameter and are attached to the main residence.

18. SWIMMING POOLS. No above ground swimming pools are permitted. All pools must be located in the rear of the residence only. All pools and pool areas shall be secured in such a manner as to protect and promote the safety of any and all small children.

19. ROADS. During the phase of construction, at no time shall any contractor or his operator expose the surface of the road to track machines or any other type of equipment which causes surface damage. Any and all road damage will be the responsibility of the owner for which the contractor is working.

20. ROAD MAINTENANCE. Denison Way and Mary Ruth Way are private roads to be jointly maintained by all property owners in Denison Meadows in accordance with the terms of a Road Maintenance Agreement, the terms of which shall run with the land. Said Road Maintenance Agreement shall be administered by a Homeowner's Association which will be authorized to

assess yearly maintenance fees to be paid by all lot owners. The initial road maintenance fee shall be \$300.00 per year, but that amount may be changed by vote of the Homeowner's Association should the cost or projected costs of road maintenance increase. Should lot owners fail to pay the yearly assessment, the Association shall be authorized to file a lien against said owners lot for non-payment. The Homeowner's Association may vote to improve Denison Way or Mary Ruth Way to meet County road standards and the same shall be dedicated to Sevier County. By accepting a Deed for any lot within the subdivision, said purchaser(s) agree to be bound by the terms of the Road Maintenance Agreement and the obligation to pay the yearly road maintenance fees.

21. AMENDMENTS TO COVENANTS. The Owner reserves and shall have the right (a) to amend these covenants, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained; (b) to amend these covenants for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, and (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants herein contained. At any time prior to December 31, 2028, these restrictions may be amended by a writing signed by two-thirds (2/3) of all lot owners and recorded in the Register of Deed's Office for Sevier County, Tennessee.

23. ENFORCEMENT. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. It is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in any legal proceedings which result in a successful enforcement of any covenant or restriction contained in this document shall be borne in full by the defendant in such proceeding.

If any person, firm or corporation, or other entity shall violate or attempt to violate any of these covenants, it shall be lawful for the Owner, the Denison Meadows Homeowners' Association or any person or persons owning any tract in DENISON MEADOWS (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such restrictions, (b) to maintain a proceeding in equity against those so violating or attempting to violate any such restrictions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies in this paragraph shall be construed as cumulative of all other remedies now or hereinafter provided by law. The failure of the Owner, their successors or assigns, to enforce any covenant or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Lot owners found in violation of these covenants shall be obliged to pay attorney's fees to the successful plaintiff within all actions seeking to prevent, correct or enjoin such violations or in damages suits thereon. All covenants herein contained shall be deemed several and independent, the invalidity of one or more of any part of one shall in no way impair the validity of the remaining covenants or a part thereof and shall run with the land and shall be binding in all parties and persons claiming under them.

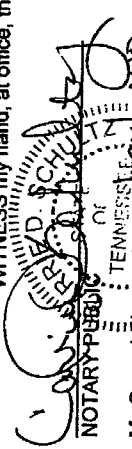
IN WITNESS WHEREOF, I have set my hand this the 13th day of November, 2008.


JEFFREY MURRELL
PERSONAL REPRESENTATIVE OF THE
ESTATE OF SOMERALL DENISON

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **JEFFREY R. MURRELL**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **PERSONAL REPRESENTATIVE** of the maker, **THE ESTATE OF SOMERALL DENISON** 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 the instrument on behalf of the maker.

WITNESS my hand, at office, this 13th day of NOVEMBER, 2008.


NOTARY PUBLIC OF TENNESSEE
My Commission expires 12/27/2010

PREPARED BY:
JOHNSON, MURRELL & ASSOCIATES, P.C.
ATTORNEYS AT LAW
150 COURT AVENUE
SEVIERVILLE, TN 37862

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6 PGS.: RESTRICTIONS	
MONTE BATCH: 139660	
11/13/2008 - 01:15 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, SEVIER COUNTY
SHERRY ROBERTSON HUSKEY
REGISTER OF DEEDS

PREPARED BY:
JOHNSON, MURRELL & ASSOCIATES, P.C.
ATTORNEYS AT LAW
150 COURT AVENUE
SEVIERVILLE, TN 37862

**BY-LAWS OF
DENISON MEADOWS HOMEOWNER'S
ASSOCIATION, INCORPORATED**

NAME AND LOCATION: The name of the corporation is **DENISON MEADOWS HOMEOWNER'S ASSOCIATION, INC.**, ("Denison Meadows HOA") hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at 150 Court Avenue, Sevierville, TN 37862, but meetings of members and directors may be held at such places within the State of Tennessee, County of Sevier, as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to Denison Meadows Homeowner's Association, Inc., its successors and assigns, a non-profit corporation.

Section 2. "Properties" shall mean and refer to that certain real property known as Denison Meadows Subdivision, a plat of which is recorded in the Office of the Register of Deeds for Sevier County, Tennessee.

Section 3. "Common Area" shall mean all real property to be maintained by the Association such as the detention areas and drainage areas, detention easements as shown on the recorded plat, any joint permanent easements as shown on the recorded plat and subdivision signs and any easement for the subdivision signs, all for the common use and enjoyment of the Owners. Said common areas include but are not limited to detention areas and drainage and detention easements, subdivision entrance signs and easements, and park areas and/or landscaped as shown on the recorded plat of Regency Park Subdivision.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded Denison Meadows Subdivision maps with the exception of any areas designated or dedicated for a street, any common areas, and any areas reserved for future development and not numbered.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any debt or obligation.

Section 6. "Developer" shall mean and refer to the Estate of Somerall Denison, Jeffrey R. Murrell, Personal Representative.

Section 7. "Restrictions" shall mean and refer to the Declaration of Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Sevier County, Tennessee, entitled "Declaration of Restrictions for Denison Meadows Subdivision".