

State of Tennessee, County of SEVIER
Received for record the 17 day of
MAY 2002 at 8:00 AM. (RECH 25271)
Recorded in official records
Book 1449 pages 342- 344
Notebook 58 Page 509
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 17.00, Total \$ 17.00,
Register of Deeds SHERRY ROBERTSON
Deputy Register ELAINE

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

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration") is hereby made, published and declared this 15th day of May, 2002, by SCOTT E. McCARTER, d/b/a McCarter Real Estate & Auction Co., JOHN M. PARKER, SR. and KEVIN PIPES (the "Owners").

WITNESSETH:

WHEREAS, the Owners own certain real property (the "Property") located in Sevier County, Tennessee, said real property being more particularly described on map of record in Large Map Book 4, Page 51 in the Register's Office for Sevier County, Tennessee, and incorporated herein by reference; and

WHEREAS, the Owner intends to subdivide the property into a residential subdivision (the "Subdivision") to be known as the MOUNTAIN MEADOWS ESTATES - PHASE I; and

WHEREAS, it is for the interest, benefit and advantage of the Owner, and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any resubdivision thereof, (all such lots being collectively referred to as the "Lots" and individually referred to as a "Lot") 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 Owner, and each and every subsequent owner of any of the Lots or portions of said Lots 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 Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners for a period of twenty (20) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of a two-thirds (2/3) majority of owners of Lots (then subject to this Declaration) within the subdivision, with each such Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants shall be altered, amended or revoked as determined and agreed upon by such two-thirds (2/3) majority. This method of amendment may take place at any time after recordation of this instrument.

1. Land Use, Building Type and Construction. The use of the land in the Mountain Meadows Estates - Phase I shall not be restricted except as hereinafter provided. No structures shall be erected, altered, placed, or permitted to remain on any lot other than a detached single-family dwelling. All driveways shall be paved with asphalt or concrete. Outside finish shall be of wood siding or better with a minimum of 30 percent of front to be brick, stone or stucco, and no exposed common concrete block or cinder block. Roofing shall be approved asphalt or better and must have a 6/12 pitch or steeper. There must be a minimum 2-car attached enclosed garage. No structure shall be moved onto any lot in this subdivision. No apartment buildings or multiple residences will be allowed. No underground or sod covered homes are allowed.

2. Dwelling or Building Size. All residences shall contain a minimum of fourteen hundred (1,400) square feet of indoor heated living space, exclusive of basements, open porches, garages, carports or storage rooms; provided, however, in the event of multi-level construction, the ground floor must contain a minimum of one thousand (1,000) square feet.

3. Building Location. All residences must be built on site and completed within one (1) year after commencement of construction. Minimum building setback requirements are as noted on the recorded plat. All outbuildings shall be located not nearer than seventy-five (75) feet from the front street property line. It is the intent of the Developers that the actual property line and not the paved street surface boundary be used as the point of reference for determining setbacks.

4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Specifically, there shall be no junkyards, landfills, hazardous waste sites, chicken houses, or commercial hog farms. The allowing of junk or other debris to accumulate in the yard or upon the premises and the allowing of dismantled or partially dismantled automobiles or burned buildings not repaired or removed within sixty (60) days shall all be considered nuisances, per se. No junk cars are permitted on said lots. Boats, campers and motor homes must be stored out of view from the front street. All lots must be mowed a minimum of twice per growing season.

5. Temporary Structures. No chain link or wire fences shall be permitted on said lots. One outbuilding per lot is permitted provided that the exterior material is the same as the material on the house and contains a maximum of 200 square feet. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot 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. No mobile homes, double-wides, manufactured homes, house trailers or modular homes shall be allowed on property and construction must be on site frame construction.

6. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept; provided, however that they are not kept, bred, or maintained for commercial purposes.

7. Resubdivision of Tracts. No lot or tract may be resubdivided except for the purpose of enlarging an adjoining lot or lots.

8. Septic Tanks. All dwellings must be connected with public sewer lines and public water, and no outside toilets shall ever be permitted upon any lot in this subdivision.

9. Drainage and Utility Easements. A ten (10) foot easement is retained along all exterior lot lines and a five (5) foot easement along all interior lot lines for the benefit of all lot owners and for public utility companies for drainage and for installation and maintenance of public utilities, such easements being located along all boundary lines between lots and adjoining landowners. This easement will automatically terminate along interior lot lines in the event one owner owns multiple lots and a structure is built across the interior lot lines of the lots that are grouped together under common ownership.

10. Satellite Dishes and Miscellaneous. Satellite dishes and TV and/or radio antennas shall be allowed. However the same shall be mounted on the house and no larger than 18 inches so as not to create a nuisance or unsightly attraction in the development. No above ground swimming pools will be permitted.

11. Due Diligence in Completing Construction. Upon the commencement of construction of any residence or other structure, the same shall be pursued to completion with due diligence, and no construction shall be abandoned or discontinued prior to completion for more than twenty one (21) days. In any event, construction must be completed within twelve (12) months from its commencement. 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. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur.

12. Enforcement. In the event any one or more of the foregoing restrictive conditions be violated by any party, either owner or tenant, then the party guilty of the violation shall be subject and liable at the suit of any interested owner or holder of any group of owners or holders of any lot or lots, or of the then constituted public authorities, to be enjoined by proper process from such violation, and shall be liable for the payment of all costs and reasonable attorney fees incident to such injunctive proceedings, which costs and attorney fees are prescribed as liquidated damages; and shall also be liable for such other and additional damages as may accrue. The remedies provided in this paragraph shall not be exclusive but shall be in addition to any other remedies allowed by law in such cases at the time or times of violations of said restrictions.

13. Severability. Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect.

14. Amending/Waiving of Restrictions. Developers have the right to amend or waive these restrictions so long as it is not detrimental to this subdivision..

15. No Reverter. No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

Scott E. McCarter, d/b/a McCarter Real Estate & Auction Co. and Kevin Pipes appointed John M. Parker, Sr. as their attorney in fact by Limited Power of Attorney recorded in Book 1449, Page 341 in the Register's Office for Sevier County, Tennessee.

IN WITNESS WHEREOF, the Owners have caused this Declaration to be executed on the day and date first above written.

SCOTT E. McCARTER, D/B/A McCARTER REAL ESTATE & AUCTION CO. AND KEVIN PIPES

BY: [Signature]
JOHN M. PARKER, SR., ATTORNEY IN FACT

[Signature]
JOHN M. PARKER, SR., INDIVIDUALLY

STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, JOHN M. PARKER, SR., 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.

WITNESS my hand, at office, this 16th day of May, 2002.

[Signature]
NOTARY PUBLIC

My Commission Expires: April 26, 2004



STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, JOHN M. PARKER, SR., 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 ATTORNEY IN FACT of the maker, SCOTT E. McCARTER, D/B/A McCARTER REAL ESTATE & AUCTION CO. AND KEVIN PIPES 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 16th day of May, 2002.

[Signature]
NOTARY PUBLIC

My Commission expires: April 26, 2004



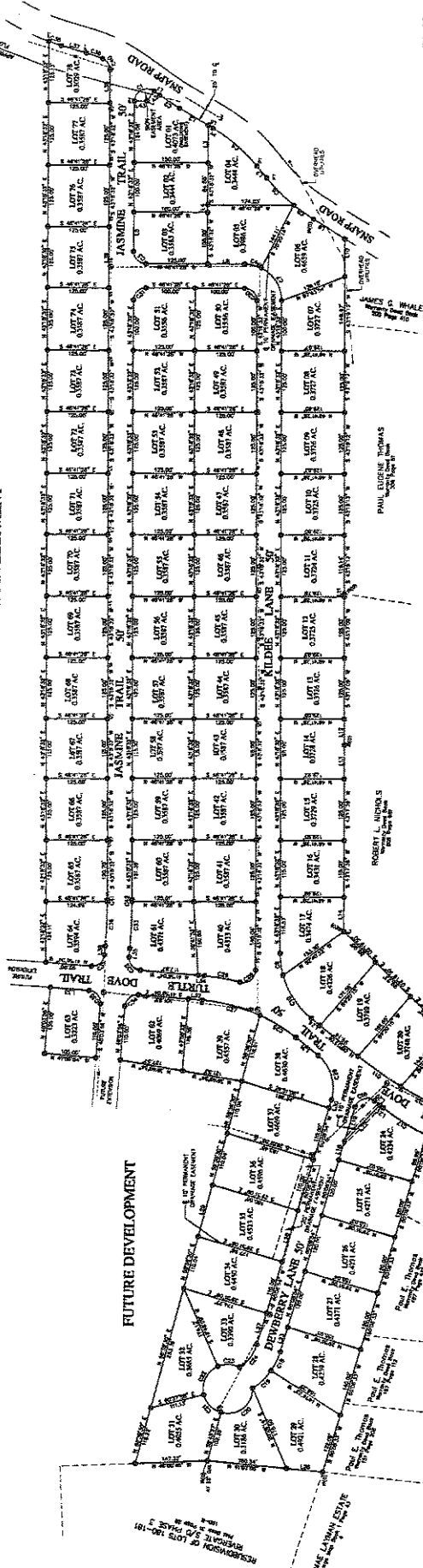
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PLANNED DEVELOPMENT MAP NO. 2092
 DATE: 03-04-2002
 THIS IS TO CERTIFY THAT THE PLANNED DEVELOPMENT MAP NO. 2092 HAS BEEN APPROVED BY THE SEVIER COUNTY PLANNING AND ZONING COMMISSION AND THE SEVIER COUNTY BOARD OF COMMISSIONERS AND IS BEING FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS AND MAPS.



SURVEYOR: JAMES S. HALE, REGISTERED PROFESSIONAL SURVEYOR
 OFFICE: 200 N. MAIN ST., SEVIERVILLE, TN 37872
 PHONE: (423) 625-2222
 FAX: (423) 625-2222

FUTURE DEVELOPMENT



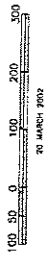
DATE OF INTEREST: COUNTY OF SEVIER
 MAP NO. 2092 OF SEVIER COUNTY, TENNESSEE
 PLANNED DEVELOPMENT MAP NO. 2092
 DATE: 03-04-2002
 REGISTERED PROFESSIONAL SURVEYOR
 JAMES S. HALE, REGISTERED PROFESSIONAL SURVEYOR
 OFFICE: 200 N. MAIN ST., SEVIERVILLE, TN 37872
 PHONE: (423) 625-2222
 FAX: (423) 625-2222

GENERAL NOTES:
 1. RECORDS IN THIS MAP ARE SHOWN BY THE SURVEYOR'S RECORDS AND NOT BY THE SEVIER COUNTY RECORDS.
 2. THE SEVIER COUNTY RECORDS ARE THE AUTHORITY FOR THE LOCATION AND WIDTH OF ALL STREETS SHOWN THEREIN.
 3. THE SEVIER COUNTY RECORDS ARE THE AUTHORITY FOR THE LOCATION AND WIDTH OF ALL UTILITY LINES SHOWN THEREIN.
 4. ALL UTILITIES SHOWN ARE FOR INFORMATION ONLY.
 5. THE SEVIER COUNTY RECORDS ARE THE AUTHORITY FOR THE LOCATION AND WIDTH OF ALL STREETS SHOWN THEREIN.

LOTS 01 - 78

**MOUNTAIN MEADOWS ESTATES
 PHASE I**

PART OF INSTRUMENT BOOK 1229 PAGE 273
 CITY OF SEVIERVILLE
 FOURTH CIVIL DISTRICT
 SEVIER COUNTY, TENNESSEE



30 MARCH 2002

LOCATION MAP-N.L.T.S.
 TOTAL ACRES = 36.4160



LOT NO.	ACRES	OWNER
1	0.3577	PAUL EUGENE THOMAS
2	0.3577	PAUL EUGENE THOMAS
3	0.3577	PAUL EUGENE THOMAS
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78	0.3577	PAUL EUGENE THOMAS

LOT NO.	ACRES	OWNER
79	0.3577	PAUL EUGENE THOMAS
80	0.3577	PAUL EUGENE THOMAS
81	0.3577	PAUL EUGENE THOMAS
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100	0.3577	PAUL EUGENE THOMAS

CERTIFICATE OF DISMISSAL AND DECLARATION
 I, JAMES S. HALE, REGISTERED PROFESSIONAL SURVEYOR, DO HEREBY CERTIFY THAT THE SURVEY AND MAP NO. 2092 OF SEVIER COUNTY, TENNESSEE, HAS BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SEVIER COUNTY PLANNING AND ZONING COMMISSION AND THE SEVIER COUNTY BOARD OF COMMISSIONERS AND IS BEING FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS AND MAPS.
 DATE: 03-04-2002

CERTIFICATE OF APPROVAL FOR RECORDING
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