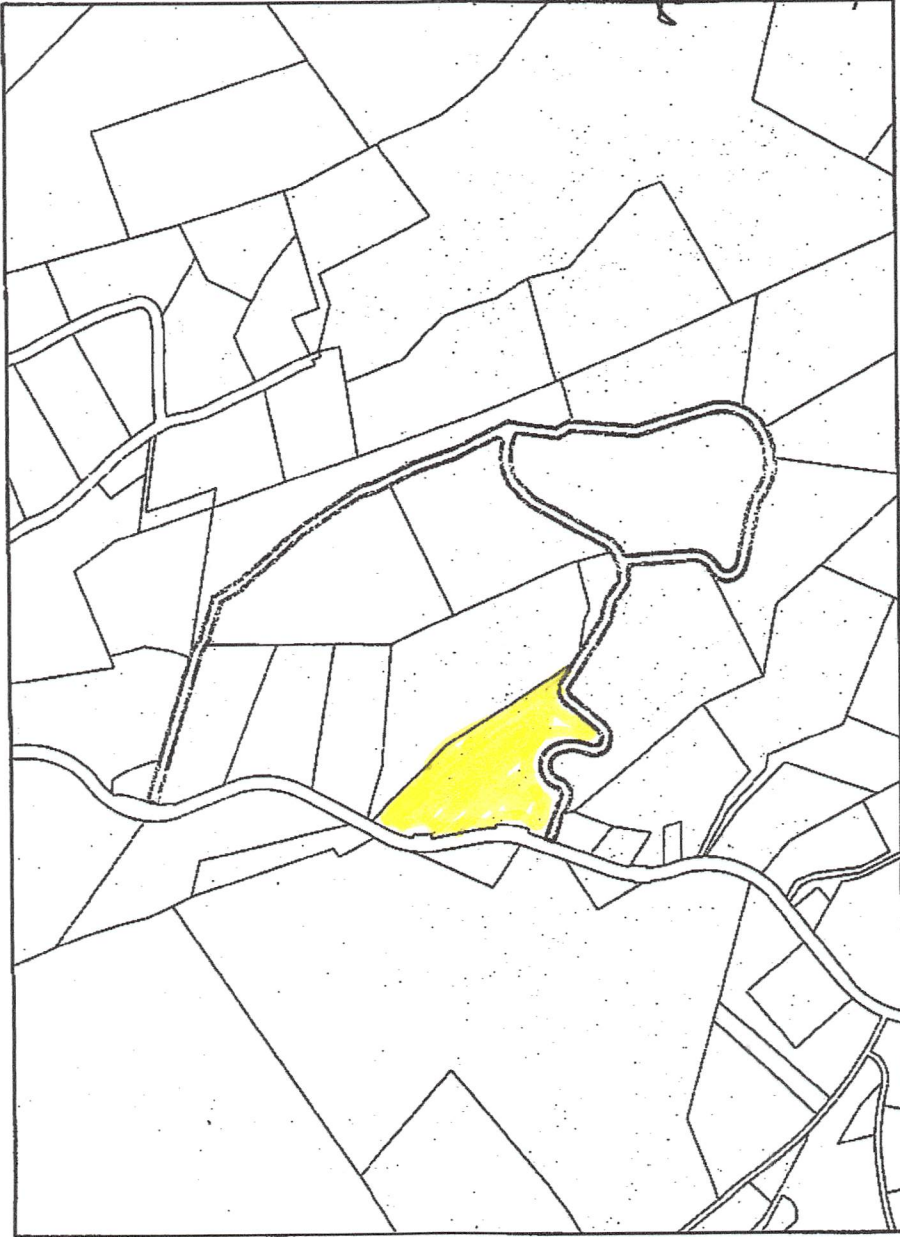


Bill
Paying taxes
↓ Rod
all of us - personal property
(Property assessed)



Don Willis Property assessed



Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 01/07/04
REQUEST NUMBER: 5002-0390
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 01/07/04 0944
EFFECTIVE DATE/TIME: 01/07/04 0944
CONTROL NUMBER: 0460743

TO:
ROBERT KEELER
5919 AUTUMN OAKS
LANE
KNOXVILLE, TN 37921

RE:
DANIELS ESTATES SUBDIVISION HOMEOWNERS' ASSOCIATION
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT

ON DATE: 01/07/04

FROM:
LEE S. MRAZEK
117 CENTER PARK DR.
KNOXVILLE, TN 37922-0000

RECEIVED: FEES
 \$100.00 \$0.00
TOTAL PAYMENT RECEIVED: \$100.00

RECEIPT NUMBER: 00003402052
ACCOUNT NUMBER: 00442728



SS-4458

Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

THIS INSTRUMENT WAS PREPARED BY: **LACY & MOSELEY, P.C.**

Attorneys at Law
Suite 2102, Riverview Tower
900 South Gay Street
Knoxville, Tennessee 37902
Telephone: (865) 637-3780

RESTRICTIONS FOR DANIELS ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that, whereas, the undersigned, being MELVIA MAE DANIELS, unmarried, is the owner in fee simple of all the lots situated in the Third Civil District of Roane County, Tennessee, in what is known and designated as DANIELS ESTATES SUBDIVISION, the plat of which is of record in _____ in the Register's Office for Roane County, Tennessee; and

WHEREAS, the undersigned is hereinafter known as "Developer"; and

WHEREAS, the undersigned is desirous of enhancing the value and desirability of said lots in said subdivision as residential sites by imposing certain restrictive or protective covenants and certain easements on said lots.

NOW, THEREFORE, in consideration of the premises, the undersigned has fixed and does hereby impose the following uniform set of restrictions regulating the use and ownership of all of the lots in the said subdivision, to wit:

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential and agricultural purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than one detached, site built single family dwelling not to exceed two and one-half stories in height and covered parking for not less than two cars, and barns, sheds, workshops, storage building or other outbuildings used for agricultural purposes. No mobile homes, modular built homes or other non site-built structures shall be permitted. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, partially completed dwelling or other outbuilding shall be used as a residence, either temporarily or permanently.
 2. **DWELLING QUALITY AND SIZE.** The intention and purpose of the covenant herein is to assure that all dwellings shall be of the quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. The heated living area of any dwelling shall be not less than 1400 square feet, excluding basement space, whether finished or unfinished, utility areas, service areas and garage space. No exposed concrete block shall be permitted above ground level.
 3. **AIR CONDITIONING.** No window air conditioning units shall be installed in any residence, but same are allowed on other outbuildings. No equipment for
-

central air conditioning or heating shall be placed or installed so as to be visible from any public street or joint easements, unless such equipment is shielded from view either structurally or by plantings.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer than 30 feet to the front or rear lines. No building shall be located nearer than 12.5 feet to any interior lot line.
 5. **COMPLETION OF DWELLING CONSTRUCTION.** All dwelling and storage building construction shall be completed within twelve months of commencement. All landscaping including driveways and sidewalks shall be completed in the same twelve months.
 6. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent or signs used by a developer to advertise the property during the construction, sales and any later remodeling period.
 7. **EASEMENTS.** Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of said easement or right of way of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation on the easement. A ten foot drainage and utility easement is reserved on all interior lot lines, where not otherwise provided.
 8. **NUISANCES.** No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Agricultural activities shall not be considered noxious or offensive activities.
 9. **GAS TANKS.** All L.P. gas tanks shall be placed underground or shielded by plantings or fencing so as not to be visible from the street.
 10. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such a system as installed shall be obtained from said authority. Pursuant to said governmental authority requirements, the Developer and any owner shall obtain the proper permit from the local health department prior to commencement of construction on the subject lot. Septic field layout must be approved before construction begins.
 11. **DEVELOPER'S PRIVILEGES.** The Developer shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as they shall select, any or all rights,
-

powers, privileges, authorities and reservations given to or reserved by the Developer by any part or paragraph of these covenants and restrictions.

12. **TERM.** These restrictions are to run with the land and shall be binding on all persons claiming thereunder for a term of twenty five years from the date the covenants are first recorded, after which time said restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of lots has been recorded agreeing to the changes in said restrictions.
13. **ENFORCEMENT.** Enforcement of these restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any restriction or covenant either to restrain violation or to recover damages.
14. **SEVERABILITY.** Invalidation of any one of these restrictions by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
15. **JOINT PRIVATE PERMANENT EASEMENT: MAINTENANCE THEREOF: SPECIAL ASSESMENTS: LIEN RIGHTS.** All lots in the subdivision shall be served by a private joint permanent easement as the same is shown on the recorded plat of said subdivision. No owner shall allow any vehicle or other property to block said easement. All individual lot driveways shall be constructed so as not to cause drainage problems or other interference with said joint easement. Lot owners shall be assessed an annual easement maintenance fee of ~~\$100.00~~ ^{500⁰⁰} per year, due and payable on ~~January~~ ^{Feb} 1 of each year, which fees shall be paid to the Developer or her successor. ^{*}Should, in the sole discretion of the Developer or her assignee, there be a need for additional maintenance or repair of the joint permanent easement, there shall be a special assessment made, which special assessment shall be in writing stating the purpose therefore, the amount thereof and each lot owner's share, and delivered by regular U.S. mail to each owner. The special assessment shall be paid within ten days of receipt of this notice of assessment. Failure to pay any special assessment shall result in the Developer or her assignee claiming a lien against the lot(s) of said lot owner(s) in an amount equal to that lot owner's share of the special assessment plus any costs of collection, and of perfection of the lien granted hereby. This lien shall be subordinate to any prior deed of trust or mortgage.

* With yearly review.

IN WITNESS WHEREOF, the undersigned has executed this instrument this the 16 day of ~~March~~ ^{April}, 2002.

DEVELOPER:

Melvia Mae Daniel
MELVIA MAE DANIELS

Prepared by Robert Keeler
Return to: 5919 Autumn Oaks Lane
Knoxville, TN 37921

5134052 1037910

Charter

Of

Daniels Estates Subdivision Homeowners' Association

The undersigned corporation, having the capacity to contract and acting as the incorporator of a not for profit, mutual-benefit corporation under the Tennessee Non-profit Corporation Act, adopts the following Charter for said corporation:

RECEIVED
STATE OF TENNESSEE
2001 JAN 17 AM 9:44
MURPHY DARNELL
SECRETARY OF STATE

Article I

The name of the Corporation is Daniels Estates Subdivision Homeowners' Association, being a corporation organized and existing under the laws of the State of Tennessee.

Article II

The Initial Registered Office and Principal Office of the Association is located at 5919 Autumn Oaks Lane, Knoxville, TN 37921, and its initial registered agent at this office is Robert Keeler.

Article III

The Incorporator of the not-for-profit, mutual benefit corporation is Robert Keeler, whose principal place of business is 5919 Autumn Oaks Lane, Knoxville, TN 37921

Article IV

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purpose for which it is formed is as a not for profit, mutual benefit corporation to provide for the maintenance, preservation, and architectural control of the residential Lots, Common Areas, and Easements within that certain tract of real Property being more particularly described on Exhibit "A" Attached hereto, and to promote the health, safety, and welfare of the residents within the described property and any addition(s) thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

- A. Exercise all powers and privileges and to perform all of the duties of the Association as setforth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded in the Register's Office for Roane County, Tennessee, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if setforth verbatim:
- B. Fix, levy, collect, and enforce payment by any lawful means, all charges and/or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of

- the business of the Association, including all licenses, taxes and/or governmental charges levied or imposed against the property of the Association;
- C. Acquire, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real and/or personal property in connection with the affairs of the Association;
 - D. Borrow money, and with the assent of two-thirds (2/3) of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its' real and/or personal property as security for money borrowed or debts incurred;
 - E. Participate in mergers and consolidations with other non-profit, mutual benefit corporations organized for the same purposes or annex additional residential property, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of any class(es) of members;
 - F. Dedicate, sell, transfer all of any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; such dedication to transfer shall not be effective unless an instrument has been signed by two-thirds (2/3) of any class(es) of members, agreeing to such dedication, sale or transfer;
 - G. Have and to exercise any and all powers, rights and privileges, which a not for profit, mutual benefit corporation, organized under the Tennessee Nonprofit Corporation Act by law may now or hereafter have or exercise.

Article V

Every person or entity who is an owner of a public record of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers shall be a member of the Association; provided that, the foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by Association.

Article VI

The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owner(s) of the Lots within the Property, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned; all such person(s) shall be member(s). The vote for any such Lot shall be exercised as the Owner(s) may determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

Class B: The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) After Seventy-Five percent (75%) of the Lots in the Property have been conveyed to Lot Purchasers, or
- (b) Five (5) years following the conveyances of the first lot; or
- (c) September 1, 2005, whichever event occurs first.

Article VII

Board of Directors

The affairs of this Association shall be managed by a Board of two (2) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The name and address of the person who is the acting President of the Association is:

Robert Keeler
Autumn Oaks Lane, Knoxville, TN 37921

The name and address of the Secretary/Treasurer is:

Michelle Lovett
153 Daniel Road
Kingston, TN 37763

Directors shall have a term of two years, at the third annual meeting, the members shall elect a new President and Secretary/Treasurer, or other directors as required.

Article VIII

Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of all class(es) of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not for profit, mutual benefit corporation, association, trust or other organization to be devoted to such similar purposes.

Article IX

Duration

The Corporation shall exist perpetually.

Article X

Amendments

Amendment of these Articles shall require the assent of Seventy-Five percent (75%) of the entire membership, provided that, as long as a Class B membership exists in the Association, any amendment of this charter, shall be approved in writing.

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit, mutual-benefit corporation under the laws of the State of Tennessee, the undersigned constituting the incorporator of this Association, has executed this Charter for Incorporation this 29th day of December, 2003.


Robert Keeler, President