



**THE CEDARS SUBDIVISION PHASE III  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
- Vacant Lot -**

1. **Purchase and Sale.** RECEIVED OF \_\_\_\_\_ (“Purchaser”) the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) as earnest money, to be held by **Renaissance Realty LLC** (“Escrow Agent”) and in part payment for the purchase of the following described real estate (called “Property”) situated in the County of Fayette, State of Tennessee:

**Lot(s)** \_\_\_\_\_, **The Cedars Subdivision, Phase I**, being a portion of the Plat recorded in the Register’s Office of Fayette County Tennessee as Instrument #03048472 covering Lots 1-21.

**Lot(s)** \_\_\_\_\_, **The Cedars Subdivision, Phase III**, being a portion of the Plat recorded in the Register’s Office of Fayette County Tennessee as Instrument #05007245 covering Lots 37-60.

Seller covenants and agrees to sell and convey Property, with all improvements thereon, if any, or cause it to be conveyed, by good and sufficient warranty deed, to Purchaser, or to such person or persons as Purchaser may designate; Purchaser, however, shall not be released from any of Purchaser’s agreements and undertakings as set forth herein, unless otherwise stated; and Purchaser covenants and agrees to purchase and accept Property for the total price of \_\_\_\_\_ (\$ \_\_\_\_\_), (the “Purchase Price”).

At Closing Purchaser will receive a credit of \$ \_\_\_\_\_, for \_\_\_\_\_ which will be a deduction off the Purchase Price.

Other items to be included with the Property at no additional cost to Purchaser: \_\_\_\_\_.

2. THE PROVISIONS OF THIS SECTION ARE ONLY APPLICABLE IF MARKED “YES”:  
N/A **Financing Contingency:** This Contract and Purchaser’s obligations to perform hereunder are contingent upon Purchaser obtaining financing for \$ \_\_\_\_\_ at the rate of \_\_\_\_\_% or, if blank, the prevailing market rate of interest from the lender of Purchaser’s choice doing business in metropolitan Memphis, Tennessee area, upon terms satisfactory to Purchaser. Purchaser will make application for such financing within three (3) business days from the effective date of this Contract.  
N/A **Appraisal Contingency** This Contract is further contingent upon the Property, in its present form, appraising for no less than the Purchase Price set out herein. Purchaser must fulfill the Financing and Appraisal Contingencies during the Inspection Period set out below. In the event that Purchaser fails to deliver a Termination Notice prior to the expiration of the Inspection Period, Purchaser will be deemed to have satisfied both such contingencies and the same shall be deemed waived by Purchaser.

3. **Major Contract Terms.**  
**a. Inspection Period.** Purchaser shall have the right to fully inspect the Property for a period commencing on the effective date of the Contract and ending 11:59 P.M. on the 30th day thereafter (the “Inspection Period”).  
**b. Termination by Purchaser.**

**(i) During the Inspection Period.** If the Contract is terminated by Purchaser during the Inspection Period then \$25 shall be retained from the earnest money and paid to the Seller as consideration for the Inspection Period, the sufficiency of such consideration is hereby acknowledged by Seller, the remainder of the earnest money will be returned to Purchaser.

**(ii) After the Inspection Period.** If the Contract is terminated by Purchaser after the Inspection Period then the earnest money shall be retained by Seller, each party shall pay its own expenses, and neither Purchaser nor Seller shall have any further obligations one to the other.

**c. Closing Date shall be on or before** \_\_\_\_\_, or such earlier date as may be mutually agreed in writing between Seller and Purchaser and possession shall be at closing.

**d. Settlement Agents; Title Company;** The Title Search, abstract and/or title insurance to be furnished by the title company of Purchaser's attorney's choice. Unless otherwise set out below, Settlement Agent for Purchaser shall be \_\_\_\_\_, and for Seller shall be Bryan K. Smith, Pietrangelo Cook PLC, International Place – Tower II, 6410 Poplar Avenue, Suite 190, Memphis, TN 38119 (901.685.2662).

**e. HOA Dues.** Purchaser acknowledges that the Property is subject to owner's association dues and assessments in the amount of \$ N/A per \_\_\_\_\_.

**f. Special Landscaping.** Purchaser shall spend a minimum of \$ \_\_\_\_\_ on landscaping of the front yard of the Property, facing public streets.

**g. Square Footage.** For the particular Property described herein, that minimum square footage is \_\_\_\_\_ square feet of heated and cooled space (excluding garages, and open porches). If marked N/A, then the minimum is as shown in the recorded documents.

**h. Special Provisions.** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Restrictions.** Purchaser acknowledges and agrees to the following:

**a.** The Property is subject to certain subdivision restrictions, building lines, easements, protective covenants, bylaws and other restrictions which affect the use of the Property and the type of improvements which may be constructed thereon, as the same are recorded in the Register's Office of Fayette County, Tennessee (collectively the "Restrictions"). Seller is providing copies of what it believes to be the Restrictions to Purchaser in conjunction with the execution of this Agreement, but the failure of a particular restriction to be included in such documents provided by Seller does not remove such Restriction from the Property and Purchaser is advised to obtain a title search of the Property to determine what Restrictions apply to the Property.

**b.** Without limiting any such Restrictions, it is specifically noted that no structure shall be erected on the Property until the design, specifications, elevation and plot plan have been approved by Seller, or its designated representative, and the Architectural Control Committee for the subdivision, as such approval process is more fully set out in the Restrictions. If the plans have not been approved at the expiration of the Inspection Period and Purchaser elects to proceed to close, Purchaser acknowledges that it cannot start construction on the Property until it obtains such required approvals.

**c.** The Restrictions contain certain minimums for the size of the home to be constructed on the Property.

**d.** PURCHASER EXPRESSLY ACKNOWLEDGES THAT UPON CLOSING AND TAKING TITLE TO THE PROPERTY, IT AGREES TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THE RESTRICTIONS AND WILL BECOME A MEMBER OF THE HOME OWNERS' ASSOCIATION.

**e.** Purchaser covenants and agrees to keep the Property mowed and free of debris prior to and during construction. Should Purchaser violate any of the aforementioned clauses, Seller may notify Purchaser in writing at the address

shown on the sales contract. If corrective measures have not been taken within two (2) weeks of date of said notice, Seller or his representative shall have the right, but not the obligation, to enter the property for the purpose of enforcing the aforementioned clauses and charging the cost of said enforcement to Purchaser and Purchaser agrees to promptly pay Seller for such amounts. This provision shall expressly survive the Closing.

5. **Rights Under the Inspection Period.** During the Inspection Period, Purchaser, its agents and representatives, shall have during all reasonable hours, full and complete access to the Property for the purposes of performing inspections, studies, surveys, and such other reasonable inspections or studies that Purchaser deem necessary for its intended use of the Property. In addition, Purchaser may submit plans for the construction of improvements upon the Property to the Aston Park Architectural Control Committee for review and approval. Should Purchaser, in its sole and absolute discretion, determine that the Property does not meet Purchaser's requirements or should Purchaser be unsatisfied with the condition of the Property for any reason whatsoever, then Purchaser may, by written notice ("Termination Notice") delivered to Seller prior to expiration of the Inspection Period, terminate the Contract. If Purchaser elects to not deliver the Termination Notice, Seller shall thereafter maintain the Property in substantially the same condition during the term of this Agreement and shall deliver the Property to Purchaser at closing, in substantially the same condition as of the date of Purchaser's inspection, ordinary wear and tear excepted. Purchaser shall not damage the Property while conducting its inspections, and to the extent that it conducts soil studies, *PURCHASER WILL COORDINATE WITH SELLER BEFORE ANY SUCH STUDIES AND WILL NOT IN ANY WAY DISTURB THE SOIL UPON THE PROPERTY WITHOUT SELLER'S PRIOR WRITTEN CONSENT*, and Purchaser will indemnify and hold Seller harmless from and against any loss, damage or injury to person or property resulting from Buyer's exercise of its inspection rights herein, which agreement shall expressly survive closing.
6. **Survey.** Purchaser acknowledges and agrees that: (a) a primary purpose of a survey is to show the location of buildings, fences, driveways, and easements of record relative to each other and to the boundaries of the property and to the building setback lines, and this in turn should reveal any encroachment of improvements on property lines, building setback lines, or easements and reveal whether the proposed improvements will fit upon the Property; (b) Purchaser may choose to have Property surveyed, regardless of whether or not a lender requires a survey; and (c) Purchaser may not become aware of certain information about Property unless Purchaser obtains and reviews a current survey of Property. Purchaser may, at its own expense and during the Inspection Period, obtain a survey by a state licensed Surveyor, which survey is to show the location of all easements, property lines, building setback lines, fences and improvements on the subject Property, together with certification that the subject Property is not in a special flood hazard area. Purchaser shall have until the expiration of the Inspection Period, to review and accept or reject the Property based on said survey. If said survey shows any encroachments by improvements onto easements or other adverse matters contrary to Purchaser's intended use of the Property, Purchaser may, at Purchaser's option, terminate this Contract by delivering a Termination Notice and receive refund of the Earnest Money; otherwise, Purchaser shall proceed with consummation of the purchase pursuant to this Contract, thereby accepting said defects.
7. **Closing Proration.** Rents, if any, and all taxes for the current year are to be prorated as of date of closing, and all prior unpaid taxes or liens including front foot assessments are to be paid by Seller, unless otherwise specified. In the event the current-years' taxes are not known at the time of closing, the parties agree to prorate based upon the amount of prior year's taxes. The proration of taxes at Closing shall be a final adjustment of taxes between the parties, and in the event that there is a change in the assessed value of the Property or the applicable tax rates applicable to the Property following Closing, the same shall be borne exclusively by the Purchaser and Purchaser shall indemnify Seller therefore. This provision shall survive closing.
8. **Title.** Title is to be conveyed subject to all restrictions, easements and covenants of record, and subject to zoning ordinances or laws of any governmental authority. Possession of property is to be given at closing. Purchaser shall have performed, at Seller's expense, a title search by the title company listed above and have a commitment for an owner's title insurance policy issued during the Inspection Period. If such title commitment reveals restrictions, building lines, easements or other matters which are contrary or adverse to Purchaser's intended use of the Property or which are otherwise unacceptable to Purchaser, Purchaser shall so notify Seller within five (5) days from the date of receipt of the title commitment. Seller may, at its option, remove or otherwise remedy such unacceptable title issues within twenty (20) days of receipt of such notification, provided however, that title objections which can be removed by the payment of money may be removed at the time of closing, including but not limited to deeds of trust, mortgages, and liens for sums definite. If Seller is unable or unwilling to remove or remedy such title issues within such time, Purchaser may, at its option, terminate this contract and all earnest money will be returned to Purchaser.

Settlement and payment of the balance, if any, of cash payment shall be made upon presentation of a good and valid warranty deed with the usual covenants and conveying a good and merchantable title, subject only to: (1) zoning; (2) setback requirements and general utility, sewer, and drainage easements of record on the effective date of this Agreement, upon which the improvements do not encroach; (3) subdivision and/or condominium declarations, covenants, restrictions, and easements of record on the effective date hereof; and (4) leases and other encumbrances specified in this Agreement.

In addition, the Warranty Deed conveying Property to Purchaser shall contain the following restrictions, which shall become a burden upon the Property, shall survive Closing, and shall run with the land (note that the term "Purchaser" may be changed to reflect however the grantee or however the Purchaser is referred to in the deed):

**a.** In the event that Purchaser's construction of improvements or other work upon the Property causes damage to the subdivision in which the Property is located, including without limitation curb, gutter and landscaping, the Purchaser shall, at its sole expense, repair and/or replace such damages to the satisfaction of the Seller, the homeowner's association, and any applicable public authority.

**b.** Purchaser accepts the Property in its existing condition, no warranties or representations having been made by Seller or their representative which are not expressly stated herein. Seller conveys the Property to Purchaser AS IS, WHERE, IS, AND WITH ALL FAULTS. Any relocation of above or below ground utilities, including, but not limited to above ground transformers, telephone pedestals/boxes, Cable TV pedestals/boxes, wire, cable, pipe, and/or conduit shall be at Purchaser's expense. Purchaser agrees to indemnify and hold Seller harmless against any claim, liability, damage or cost in connection with Purchaser's development of the Property, which obligation shall survive Closing. Purchaser shall, in the development of the Property and thereafter, provide adequate drainage so as not to adversely affect the Property or any property adjacent thereto before, during and after construction. The Purchaser is responsible for all storm water discharge and water pollution regulations. Should the development receive any fines or costs associated with violations of storm water discharge rules or siltation due to the actions or inaction of the Purchaser or any builder, then the Purchaser shall pay all such costs. The Property may be natural ground, filled land or partially filled land. Seller shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of said Property. Seller makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned lots since said inundation can be expected with rainfall which exceeds the design standards.

**c.** Seller will not be responsible for any trees that die upon the Property.

- 9. Breach; Remedies.** If the title is not good and cannot be made good within a reasonable time after written notice has been given that the title is defective, specifically pointing out the defects then Purchaser may terminate this Agreement and the above earnest money shall be returned to Purchaser. If the title is good and Purchaser shall fail to pay for Property as specified herein, Seller shall have the right to elect to declare this contract cancelled, and upon such election, the earnest money shall be retained by Seller, as liquidated damages. If Seller shall fail to close or otherwise breaches its obligations arising pursuant to this agreement, Purchaser may terminate this contract and all earnest money will be refunded and Seller shall pay to Purchaser the sum of \$100. THE DAMAGES AND REMEDIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE THE ONLY DAMAGES AVAILABLE TO THE PARTIES FOR THE OTHER'S BREACH. NEITHER PARTY SHALL BE LIABLE FOR OTHER DAMAGES, WHETHER REAL OR CONSEQUENTIAL, AND NEITHER PARTY SHALL BE ENTITLED TO SPECIFICALLY ENFORCE THIS AGREEMENT. If either party breaches this agreement, the non-breaching party shall be entitled to recover its reasonable attorney's fees and costs incurred from enforcement of this agreement.
- 11. Costs.** Seller is to pay for preparation of deed, title search, and notary fee on deed. Purchaser is to pay for preparation of note or notes, and trust deed, notary fee on trust deed, recording of deed, state tax and Register's fee on deed, and expense of title examination or title insurance, if any, and all costs associated with obtaining its loan. Each party shall pay its own attorney's fees related to the closing of this transaction.
- 12. Earnest Money.** The Escrow Agent shall deposit the Earnest Money into its non-interest bearing escrow account and shall disburse the Earnest Money only as follows: **(a)** at closing to be applied as a credit toward Purchaser's Purchase Price; **(b)** upon a written agreement signed by all parties having an interest in the funds; **(c)** upon order of a court or arbitrator having jurisdiction over any dispute involving the Earnest Money; **(d)** upon a reasonable interpretation of the Agreement; or **(e)** upon the filing of an interpleader action with payment to be made to the clerk of the court having jurisdiction over the matter. Escrow Agent shall be reimbursed for, and may deduct from any funds interpleaded, its costs and expenses, including reasonable attorney's fees. The prevailing party in the interpleader action shall be entitled

to collect from the other party the costs and expenses reimbursed to Escrow Agent. No party shall seek damages from Escrow Agent (nor shall Escrow Agent be liable for the same) for any matter arising out of or related to the performance of Escrow Agent's duties under this Earnest Money paragraph. Earnest Money shall not be disbursed prior to fourteen (14) days after deposit unless written evidence of clearance by bank is provided.

**13. Miscellaneous Provisions.**

**a. Binding Effect, Entire Agreement, Modification, Assignment, and Binding Agreement Date.** This Agreement shall be for the benefit of, and be binding upon, the parties hereto, their heirs, successors, legal representatives and assigns. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this Agreement shall be binding unless signed by all parties or assigns to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto. Any assignee shall fulfill all the terms and conditions of this Agreement.

**b. Survival Clause.** Any provision contained herein, which by its nature and effect is required to be performed after closing shall survive the closing and delivery of the deed, and shall remain binding upon the parties to this Agreement and shall be fully enforceable thereafter.

**c. Governing Law and Venue.** This Agreement is intended as a contract for the purchase and sale of real property and shall be governed by and interpreted in accordance with the laws and in the courts of the State where the Property is located.

**d. Time of Essence.** Time is of the essence in this Agreement.

**e. Terminology.** As the context may require in this Agreement: (1) the singular shall mean the plural and vice versa; (2) all pronouns shall mean and include the person, entity, firm or corporation to which they relate; (3) the masculine shall mean the feminine and vice versa; and (4) the term day(s) used throughout this Agreement shall be deemed to be calendar day(s) ending at 11:59 p.m. local time unless otherwise specified in this Agreement. Local time shall be determined by the location of Property. In the event a performance deadline, other than the Closing Date or Date of Possession, occurs on a Saturday, Sunday or legal holiday, the performance deadline shall extend to the next following business day. In calculating any time period under this Agreement, the commencement shall be the day following the initial date (e.g. Binding Agreement Date or effective date).

**f. Responsibility to Cooperate.** Purchaser and Seller agree to timely take such actions and produce, execute, and/or deliver such information and documentation as is reasonably necessary to carry out the responsibilities and obligations of this Agreement. Except as to matters which are occasioned by clerical errors or omissions or erroneous information, the approval of the closing documents by the parties shall constitute their approval of any differences between this Agreement and the closing. Purchaser and Seller agree that if requested after closing, they will correct any documents and pay any amounts due where such corrections or payments are appropriate by reason of mistake, clerical errors or omissions, or the result of erroneous information.

**g. Notices.** Except as otherwise provided herein, all notices and demands required or permitted hereunder shall be in writing and delivered either (1) in person; (2) by a prepaid overnight delivery service; (3) by facsimile transmission (FAX); (4) by the United States Postal Service, postage prepaid, registered or certified, return receipt requested; or (5) Email. **NOTICE shall be deemed to have been given as of the date and time it is actually received, however a Termination Notice shall be deemed given at the date and time sent by the Purchaser or its attorney or agent, to the Seller or its attorney or agent, regardless of when such notice is actually received by Seller.** For the purposes of this provision, the term "sent" shall mean by any means authorized by this Section 13.G., and (i) if via an overnight delivery service or postal service, then upon deposit of the same into such service, or (ii) if via facsimile, the time transmitted to Seller (including its attorney, real estate licensee or their broker), as evidenced by a facsimile transmittal sheet or report generated by the equipment transmitting the same, which does not indicate a transmission error. Receipt of notice by the real estate licensee or their Broker assisting a party as a client or customer, or by the attorney or settlement agent of a party shall be deemed to be notice to that party for all purposes under this Agreement as may be amended, unless otherwise provided in writing.

**h. Equal Housing.** This Property is being sold without regard to race, color, sex, religion, handicap, familial status, or national origin.

i. Severability. If any portion or provision of this Agreement is held or adjudicated to be invalid or unenforceable for any reason, each such portion or provision shall be severed from the remaining portions or provisions of this Agreement, and the remaining portions or provisions shall be unaffected and remain in full force and effect.

**14. Brokers; Real Estate Licensees.** Seller and Purchaser each warrant to the other that the only real estate agents involved in this transaction are as follows:

Representing the Seller: Renaissance Realty LLC

Representing the Purchaser: NONE; and each agree to hold harmless the other from any claims of any other brokers, agents, or other parties for commissions relating to this transaction.

**15.** The following addendum or addenda are a part of this Contract. NONE.

WITNESS the signatures of all parties the day and year above written

SELLER:		PURCHASER:	
<b>RDC III</b> (and its successor in interest)			
By: _____ <i>G. Benjamin Clark</i>		Date / Time: _____	
Title: _____		_____	
Date / Time: _____		Date / Time: _____	

## ACKNOWLEDGMENT OF RECEIPT OF EARNEST MONEY

The undersigned acknowledges receipt of the sum of \$\_\_\_\_\_ in cash from the Purchaser, which the Escrow Agent will hold pursuant to the terms of this Agreement.

\_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# RENAISSANCE REALTY

## CONFIRMATION OF AGENCY STATUS

Every real estate licensee is required to disclose his or her agency status in a real estate transaction to any buyer or seller who is not represented by an agent and with whom the licensee is working directly in the transaction. The purpose of this Confirmation of Agency Status is to acknowledge that this disclosure occurred. Copies of this confirmation must be provided to any signatory thereof. Notice is hereby given that the agency status of this licensee (or licensee's company) is as follows in this transaction:

The Company, Renaissance Realty, LLC in the real estate transaction involving the  
COMPANY NAME

Property located at \_\_\_\_\_  
PROPERTY ADDRESS

**[CHECK ONE ONLY]:**

is serving as a **Transaction Broker** or **Facilitator** (not an agent for either party).

is serving as an **Agent or Subagent for the Seller.**

is serving as an **Agent for the Buyer.**

is serving as a **Disclosed Dual Agent (for both parties)**, with the consent of both the Buyer and the Seller in this transaction.

has appointed \_\_\_\_\_ to serve as **Designated Agent for the Seller.**

has appointed \_\_\_\_\_ to serve as **Designated Agent for the Buyer.**

This form was delivered in writing, as prescribed by law, to any unrepresented buyer **prior to the preparation of any offer to purchase**, OR to any unrepresented seller **prior to presentation of an offer to purchase**; OR (if the licensee is listing a property without an agency agreement) **prior to execution of that listing agreement**. This document also serves as confirmation that the licensee's Agency or Transaction Broker status was communicated orally before any real estate services were provided. **This notice by itself, however, does not constitute an agency agreement or establish an agency relationship.**

Date: \_\_\_\_\_ Licensee's Signature: \_\_\_\_\_  
Douglas C. Swink, Principal Broker

Acknowledgment:

I acknowledge the above confirmation of agency status.

Date: \_\_\_\_\_ Signature of Buyer or Seller: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Buyer or Seller: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Buyer or Seller: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of Buyer or Seller: \_\_\_\_\_

**FAXED SIGNATURES WILL SUFFICE FOR ACKNOWLEDGMENT(S) OF THE ABOVE CONFIRMATION**





# RENAISSANCE REALTY

## Personal Interest Disclosure & Consent

[As Required By Tennessee License Law]

On Occasion a real estate licensee may become involved in a real estate transaction BOTH as a licensed real estate professional AND as a party – directly or indirectly – to the transaction. Tennessee License Law requires that a licensee's personal interest in any transaction be disclosed.

As used below: "Personal Interest" refers to any situation in which the licensee, a relative or family member of the licensee or an entity in which the licensee has a personal interest is involved in a transaction as a prospective Buyer or Seller.

### A. Disclosure and Consent as to Licensee's Personal Interest

[BUYER OR SELLER SHALL INDICATE CONSENT BY INITIALING BELOW AS APPROPRIATE]

\_\_\_\_\_ Buyer acknowledges that the licensee named below, because of personal interest, will represent the Seller of the property located at \_\_\_\_\_. At the request of Buyer, the Managing Broker of the licensee's company will appoint another \_\_\_\_\_ licensee to advocate the Buyer's interests from this point forward.

\_\_\_\_\_ Seller acknowledges that the licensee named below, because of personal interest, will only represent the Buyer of the property located at \_\_\_\_\_. At the request of Seller, the Managing Broker of the licensee's company will appoint another \_\_\_\_\_ licensee to advocate the Seller's interests from this point forward.

\_\_\_\_\_ Buyer acknowledges that the licensee named below, because of personal interest, will only represent another prospective buyer of the property located at \_\_\_\_\_. At the request of Buyer, the Managing Broker of the licensee's company will appoint another \_\_\_\_\_ licensee to advocate the Buyer's interests from this point forward.

### To Be Signed Prior to Execution of a Real Estate Contract:

Date: \_\_\_\_\_ Licensee's Signature: \_\_\_\_\_

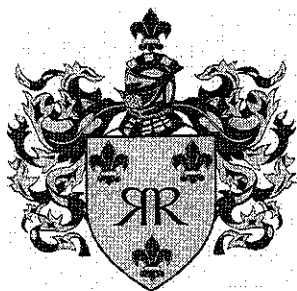
Licensee's Name [PLEASE PRINT]: Douglas C. Swink

Date: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Buyer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Seller's Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Seller's Signature: \_\_\_\_\_



# Renaissance Development Company

104 Timber Creek Drive - Suite 100 Cordova, Tennessee 38018

Phone: (901) 758-2728 Fax: (901) 758-1235

## DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR

# *The Cedars*

## PHASE III

THIS DECLARATION is made, published and declared this 25<sup>th</sup> day of May, 2005, by Renaissance Development Company, a Tennessee General Partnership comprised of Douglas C. Swink and William S. Ollar (the "Declarant" or "Developer") and any and all persons, firms or corporations hereinafter acquiring any of the within described property:

WHEREAS, the Declarant is the fee simple owner of real property described as The Cedars in Fayette County, Tennessee; and

WHEREAS, the Developer has caused to be prepared a plan for the development of the Property, to be known as "The Cedars" into residential estate parcels; and

WHEREAS, the Developer has designed The Cedars as a preservation development designed to preserve the natural beauty of the site. Great care has been taken to preserve the mature trees, natural features and majestic views found on the property. The lots within the development are estate sized lots with the storm drainage carried in natural creeks existing on the property.

WHEREAS, the Developer has caused a plat of the Property to be prepared and recorded in the Register's office of Fayette County ("Plat"); and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Lot Owners, and of each and every person or other entity hereafter acquiring any interest in the Property that certain conditions, restrictions, covenants, reservations and easements be established, fixed, set forth and declared as covenants running with the land;

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described as The Cedars shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Plat), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

## ARTICLE I DEFINITIONS

1. "Declarant" shall mean Renaissance Development Company with offices at 104 Timber Creek Drive, Suite 100, Cordova, Tennessee, 38018, its successors and assigns. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.
2. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.
3. "Lots" shall mean and refer to the lots of land designated and shown on the recorded Final Plan of subdivision of The Cedars as recorded in the Register's office of Fayette County, Tennessee.
4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of The Cedars, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

5. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
6. "Property" or "Properties" shall mean that real property being each lot contained within The Cedars as recorded in the Register's office of Fayette County.
7. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots.

## ARTICLE II

### PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

The real property described as The Cedars, as platted and recorded in the Register's office of Fayette County, located in Fayette County, Tennessee, which is, and shall be, held, conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations and easements herein contained. Such lots contained in The Cedars are referred to hereinafter collectively as the "Development".

## ARTICLE III

### PURPOSE OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon said subdivision and each lot contained therein to insure the best use and the most aesthetically appropriate development and improvement of each lot; to protect each owner of each lot against improper use of surrounding lots; to preserve, so far as practicable, the unique character of said subdivision; to encourage and secure the construction of attractive homes on such lots; and in general, to provide adequately for a superior quality of improvements on such lots, and thereby enhance the value of investments made by purchasers of such lots.

## ARTICLE IV

### DURATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained shall run with and bind each and all of the lots of said subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended for successive periods of ten (10) years each. These conditions, restrictions, covenants, reservations and easements, or any one or more of them may be amended, prior to and on such date, by an instrument duly executed and notarized by not less than a simple (1/2+1) majority of the then owners of such lots (one vote per lot) and recorded in the Office of the Fayette County Register; however, these covenants and restrictions may be altered or amended by the Developer, or its assigns or successors by written instrument duly executed and notarized and recorded in the Fayette County Register's Office without the prior approval of any owner of any lot in said subdivision as long as the Developer retains ownership of any lot or lots in said subdivision.

## ARTICLE V

### ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

Any owner of any lot in said subdivision shall have the right to enforce, by any proceedings at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any lot in said subdivision against any person or persons violating or attempting to violate any of said conditions, restrictions, covenants, reservations and easements; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by any owner to enforce any of such conditions, restrictions, covenants, reservations and easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidity of any one or more of the covenants or restrictions or other provisions herein or hereinafter contained by judgement or court order shall in no way affect any of the other covenants and restrictions herein or hereinafter contained which shall remain in full force and effect.

## ARTICLE VI

### SPECIFIC RESTRICTIONS

The Developer reserves unto itself the right to impose additional specific restrictions upon any lot in said subdivision at the time of sale by said Developer of any of such lots. Such additional restrictions may be made by appropriate provision in the deed, without otherwise modifying the covenants and provisions contained herein. Such additional restrictions as are so made shall apply to the lot or lots on which they are specifically imposed. Any additional restrictions or any variations imposed by the Developer do not set a precedent for future construction.

## ARTICLE VII

### PROTECTIVE COVENANTS AND RESTRICTIONS

1. Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the subdivision, all improvements to the Lots within The Cedars shall be reviewed and approved by The Cedars Architectural Control Committee (referred to herein as "Architectural Control Committee"), its representative, or committee duly appointed by said Architectural Control Committee. Said Architectural Control Committee shall consist of all of the members of Renaissance Development Company (Developer). Mr. Douglas C. Swink (or his successor) shall serve as chairman of said Architectural Control Committee. This covenant shall not be construed to govern the interior design of dwellings nor shall any approval be unreasonably or arbitrarily withheld, in the event that the Architectural Control Committee, or its representative, fails to approve or disapprove such design and site plan within

thirty (30) working days after said plans have been submitted, such approval will not be required and this covenant shall be deemed to have been fully complied with.

a. With the exception of the Developer, no structure of any kind or nature, or any fence, entranceway, gate or barrier shall be commenced, erected, placed, or permitted to remain on any of the Lots within The Cedars, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which substantially changes the exterior appearance thereof without the written consent of the Architectural Control Committee; nor shall any new use be commenced on any Lot unless plans and specification shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. Such plans and specifications shall be professionally prepared to industry standards and shall contain such information as may be required by the Architectural Control Committee, but in any event shall include:

A site plan of the Parcel showing the overall nature, materials, color and location of all improvements; including front, sides and rear setbacks of all structures, fences, gates or barriers, and location of driveways, turnarounds, parking spaces, decks, air conditioning equipment, refuse storage and screening; and

Said site plan shall also show the minimum interior heated ground floor living area of a single family dwelling, exclusive of open porches and garages, to be 3,000 square feet for a one story dwelling or the minimum interior heated ground floor area of 1,700 square feet for a one and a half story or two story dwelling; provided, however, the Architectural Control committee shall have the right to vary the minimum square footage requirement for any Parcel for the orderly development of and integrity of The Cedars; and

Existing and proposed grading plan, tree clearing plan and proposed landscaping and hardscaping plans for the Lot; and

Mailboxes and front yard exterior light standards if desired, the design, material and location to be specified by the Architectural Control Committee, said light standards to be operated by a photo cell; and

Where a drainage pipe may be required for a driveway, a masonry head wall of decorative stone used in the theme of the development or brick which matches the residence on the Lot shall be required on each end of the drive culvert at the lot entranceway; and

Architectural plans shall include floor plans, all exterior elevations, building sections and details of cornice, front entrance, porches, rails, and other details, etc. of special or unique importance or character. Said plans shall include adequate data and detail as to the overall exterior materials, and color scheme and the overall kind, style, shape, height, materials and quality of the proposed structure and other improvements. Architectural plans shall also include a plan and elevations of any planned lot entranceway and/or gate structure of either automatic or manual function. All entrance improvements shall be subject to the review and approval of the Architectural Control Committee even if said improvements are not done concurrently with home construction.

NOTE: The Architectural Control Committee may require additional data or more detailed plans should the items noted above not be adequately covered or should a design of unique quality or merit require such for full review and approval.

b. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

c. If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and unless deemed acceptable or appropriate upon written notice from the Architectural Control Committee any such structure, fence, hardscape or barrier so altered, erected, placed or maintain upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation.

d. Any agent of Developer or of the Architectural Control Committee may, at reasonable times, enter upon and observe any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or observation.

e. The Architectural Control Committee shall use its best efforts in the exercise of its duties; however, the Committee, and its members shall not be liable for any decision made in the exercise of its duties, or for any comments, suggestions and/or redesigns resulting from the Design Review Process.

f. The Architectural Control Committee or any Owner of any Lot contained within The Cedars shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and

easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

g. Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

2. All lots in the Cedars are hereby restricted to private residential dwellings for residential use. All of such lots shall be known and described as single family residential lots and are not to be re-subdivided into smaller lots without the prior written approval of the Developer. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of temporary character shall be used on any portion of said Property at any time as a permanent residence, either temporarily or permanently.
3. The minimum square footage for a residence shall be 3,000 heated and cooled square feet if a one-story residence. A one and one-half or two-story residence shall have at least 3,000 heated and cooled square feet and shall, additionally, have at least 1,700 square feet on the ground floor. The Architectural Control Committee shall, in its sole discretion, have the ability to vary the minimum square footage.
4. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Developer to maintain, during the period of the sale of said Lots, upon such portion of the premises as Developer deems necessary, such facilities as, in the sole opinion of Developer, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units, and sales office.
5. Construction of any dwelling, once begun, shall be completed within two hundred seventy (270) days of the date its foundation is inspected for conformity with required setbacks by personnel of the governmental authority having jurisdiction, and failure to comply with this condition shall result in a payment by the Lot Owner of \$50.00 per day to the Developer until the dwelling is completed. The Developer shall, in its sole discretion, have the ability to lengthen the time for completion.
6. No building material of any kind or character shall be placed or stored upon any lots until the owner is ready to commence construction. Building materials shall not be placed or stored in the street right-of-way or within 30 feet of the edge of the road pavement. Contractors performing work shall have placed on the lot a commercial refuse container for holding all construction refuse and construction sites shall be cleaned prior to each weekend during all phases of building construction or remodeling. Owner's conducting remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of trash or refuse is prohibited.
7. All buildings, including any freestanding buildings or other structures erected, shall conform to the applicable setback requirements of the zoning law having jurisdiction, provided, additionally, that on no lot shall any structure or accessory building be located nearer to the street than the rear building line of the principal building without the prior written consent of The Cedars Architectural Review Committee.
8. The presently required building setbacks, as shown and noted on the Final Plat, are subject to change, either by (1) amendment of Fayette County Zoning Resolution, (2) because of an extension of public sanitary sewer into the subdivision or (3) by attachment of a municipal jurisdiction resulting from annexation or incorporation. In no event, however, shall such change necessitate the recording of a revised plat or cause any building, conforming to the protective covenants at the time of its erection or placement, to be thereafter considered in violation of the covenants.
9. All residences must have an enclosed garage for vehicle parking. Any garage built in a location on the lot where it can be seen from any public street abutting the lot, must be enclosed and must have a door(s) which, when closed, will screen the interior of the garage from public view from all such public streets abutting the lot. No front loading garages shall be allowed. Carports and freestanding canopies of any kind are not permitted without the prior written approval of the Architectural Control Committee.
10. No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, all terrain vehicles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the roads.
11. All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighbors or the roads. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
12. All secondary electric service lines shall be run underground from its primary source to the residence and/or any outbuildings at the owner's sole expense. Gas meters shall not be located at the front of a residence.
13. Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas or satellite dishes of any sort with the exception of a satellite dish no larger than 18" in diameter, if located out of public view, shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property.

14. Exterior security lighting shall be directed toward the ground and not toward adjacent parcels or the roads.
15. No fences, walls or other such features shall be erected on any lot without the prior written approval of the Architectural Control Committee.
16. All driveways shall be of a concrete surface. Any security gate installed by any Lot owner on any Lot must meet the requirements of the fire code of Fayette County and shall be configured to allow two standard size automobiles to enter the drive without blocking the public roadway.
17. In order to preserve the natural beauty of the development, no tree larger than eight (8) inches in diameter measured twelve (12) inches from the grade shall be removed, unless it is dead and poses a threat to the safety and health of the individuals residing in the residence, without the approval of the Architectural Control Committee.
18. The owner of each lot(s) shall be responsible and held liable for maintaining, whether or not any improvements have been made thereon, the condition of his/its lot(s), including but in no way limited to, clearing of any trash or litter, having the grass cut to a reasonable length and keeping the property in a general state of repair so as not to disturb or aesthetically offend the character of the surrounding lots. If a lot owner fails to comply with this condition within ten (10) days after written notice to the last known address of such lot owner, the Developer may perform such maintenance and recover the cost thereof from the lot owner, including reasonable collection and attorney's fees.
19. Perpetual easements for utility and drainage are reserved as shown on the Final Plat recorded in Register's office of Fayette County. No owner shall, within any such easement areas or at other locations whether within or without designated areas, place or permit any structures, fencing, plants or other materials which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by the Developer. Further, no owner shall install any improvements or modify any existing grades in such a manner as would impair the positive natural flow of water from or onto the owner's lot. The easement area and drainage facilities on each lot shall be maintained continuously by the owner of such lot.
20. All swimming pools must be sunken in the ground. No above ground pools will be permitted.
21. All vegetable gardens shall be located no closer to the street than the rear of the house.
22. It shall be the sole responsibility of the lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to determine if erosion control measures including, but not limited to, silt fencing may be required to comply with all local, state and federal ordinances, laws, rules and regulations. If such erosion control measures are required then, in that event, it shall be the sole responsibility of the lot owner, or its agents or contractors to take all steps necessary to insure that all erosion control measures are fully complied with and maintained prior to, during and after construction of the referenced property.
23. The lot owner shall establish and maintain a fully grassed or sodded side ditch along all public right-of-ways to the satisfaction of the Developer and the Fayette County Public Works officials. No lot shall have a private drainage structure within its boundaries, excluding public right of ways, greater than 6 inches in internal diameter unless provided with child guards to prevent small children from being carried into the culvert by force of water.
24. The Cedars is not serviced by an overall sewer or water system. Each Lot owner shall be responsible for the installation and maintenance of a well and an individual septic system or sewer system which shall be approved by the local health authorities.
25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No kennel or dog run shall be placed in a location, which is visible from streets or creates a neighborhood nuisance and any fencing for same shall be subject to other restrictions herein as applies to fencing.
26. No commercial sign of any kind or in any form shall be located on any lot or in the street right-of-way, except a single sign not larger than six (6) square feet advertising real estate for sale or rent. The Developer reserves the right to place such signs, billboards, posters, and other advertising devices as it deems appropriate within the subdivision in accordance with Fayette County Zoning Regulations, until all lots in the subdivision have been sold by said Developer. No political sign, poster or other standard or banner shall be placed in a visible location on any lot that is larger than four (6) square feet in total area. Political signs may be placed in lots no earlier than 45 days prior to the event of election and shall be removed within 48 hours of the completion of the event of election and shall not exceed one per current elective race.
27. No commercial use shall be made of any lot except a discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No lot may be used for incidental or principal outdoor storage, maintenance or repair of any equipment used in the conduct of a business elsewhere.
28. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Final Plat of The Cedars as recorded in the Register's Office of Fayette County.

29. No obnoxious or offensive trade or activity shall be carried on upon any Parcel in this development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within The Cedars.

Renaissance Development Company

Renaissance Development Company

  
Douglas C. Swink, Partner

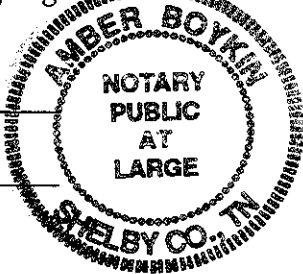
  
William S. Ollar, Partner

State of Tennessee-County of Shelby

On this 25<sup>th</sup> day of May, 2005, before me personally appeared Douglas C. Swink, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public: 

My Commission Expires: My Comm. Exp. June 26, 2007

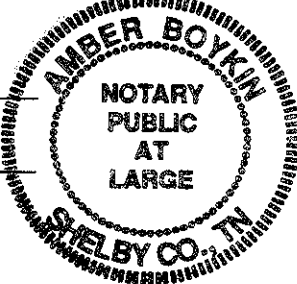


State of Tennessee-County of Shelby

On this 25<sup>th</sup> day of May, 2005, before me personally appeared William S. Ollar, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public: 

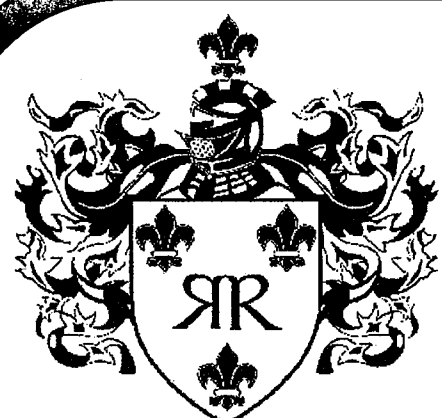
My Commission Expires: My Comm. Exp. June 26, 2007



BK/PG:D779/343-348  
05004607

6 PGS : AL - RESTRICTIVE COVENANTS	
ED BATCH: 14127	
05/26/2005 - 10:10 AM	
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, FAYETTE COUNTY	
EDWARD PATTAT	
REGISTER OF DEEDS	





**Renaissance**  
Development Company  
104 Timber Creek Drive, Ste. 100 - Cordova, TN 38018  
ph.901.758.2728 fax.901.758.1235  
...another quality Renaissance Development



#### PROPERTY LINE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C1	8.85	1125.00	0.2721	N85°31'17"W	8.85

#### ROAD CENTERLINE LINE TABLES

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C2	42.25	850.00	3.7323	S89°18'17"E	42.25
C3	47.39	800.00	3.7323	N88°18'17"W	47.39
C4	168.51	575.00	16.3532	S21°21'02"W	168.51
C5	67.37	75.00	81.7280	S55°22'59"W	65.13
C6	167.23	350.00	41.5710	S62°34'04"W	17.85
C7	56.75	75.00	43.2123	N69°01'42"E	56.41
C8	10.84	575.00	1.0233	S30°10'38"W	10.84
C9	371.17	575.00	36.5917	S65°28'17"E	364.78
C10	258.29	350.00	41.5710	S62°34'04"W	258.80
C11	207.86	800.00	14.5312	S10°34'52"W	207.27
C12	64.53	75.00	49.1739	N27°47'58"E	62.55
C13	184.49	40.00	278.3519	S88°50'55"E	52.17
C14	64.53	75.00	49.1739	S21°41'41"E	62.55
C15	99.83	300.00	19.0509	S23°47'49"W	99.47
C16	21.15	300.00	4.0218	S12°11'05"W	21.14
C17	53.03	75.00	49.1739	N30°28'12"E	51.93
C18	168.79	350.00	41.5710	S62°34'04"W	168.77
C19	74.04	75.00	55.3549	S41°01'40"E	71.07
C20	84.55	1100.00	4.5529	N59°17'21"W	84.52
C21	441.17	850.00	29.4477	S71°31'45"E	438.24
C22	231.26	850.00	15.3524	N65°48'24"E	230.57

#### LOT LINE TABLES

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C23	48.87	825.00	3.3337	N88°18'17"W	48.86
C24	33.36	25.00	78.2641	N55°10'18"E	30.94
C25	144.07	600.00	13.4526	S23°49'40"W	143.72
C26	37.84	50.00	43.2123	N69°01'42"E	36.84
C27	48.87	80.00	44.4232	S29°42'17"W	45.64
C28	100.07	80.00	92.3325	S78°20'15"W	88.87
C29	138.80	60.00	133.2959	N14°21'55"E	110.25
C30	44.91	50.00	51.2804	S55°22'59"W	43.42
C31	98.48	550.00	1.0330	S24°37'17"W	98.35
C32	48.34	25.00	108.1207	S33°20'17"E	39.98
C33	106.78	550.00	11.0719	S14°02'07"W	106.80
C34	37.05	25.00	84.5011	S50°56'03"W	33.75
C35	191.83	550.00	1.0330	S24°37'17"W	191.87
C36	118.84	550.00	1.2230	S17°41'30"E	119.60
C37	138.88	375.00	20.5452	N13°28'25"W	136.15
C38	137.71	375.00	21.0227	N07°30'14"E	136.94
C39	108.54	775.00	0.9554	S13°58'13"E	108.45
C40	81.82	775.00	2.4025	S08°30'21"W	81.57
C41	46.62	25.00	83.9618	S42°40'15"E	36.30
C42	173.28	825.00	12.0203	N84°10'43"E	172.98
C43	169.08	875.00	12.2252	N84°12'08"E	168.71
C44	38.07	25.00	87.4125	S46°48'01"E	34.49
C45	43.02	50.00	49.1739	S21°29'41"E	41.70
C46	52.11	55.00	45.5847	N23°10'37"W	50.72
C47	54.60	55.00	48.0728	N23°10'37"W	53.60
C48	50.28	55.00	44.1928	N10°14'29"E	49.04

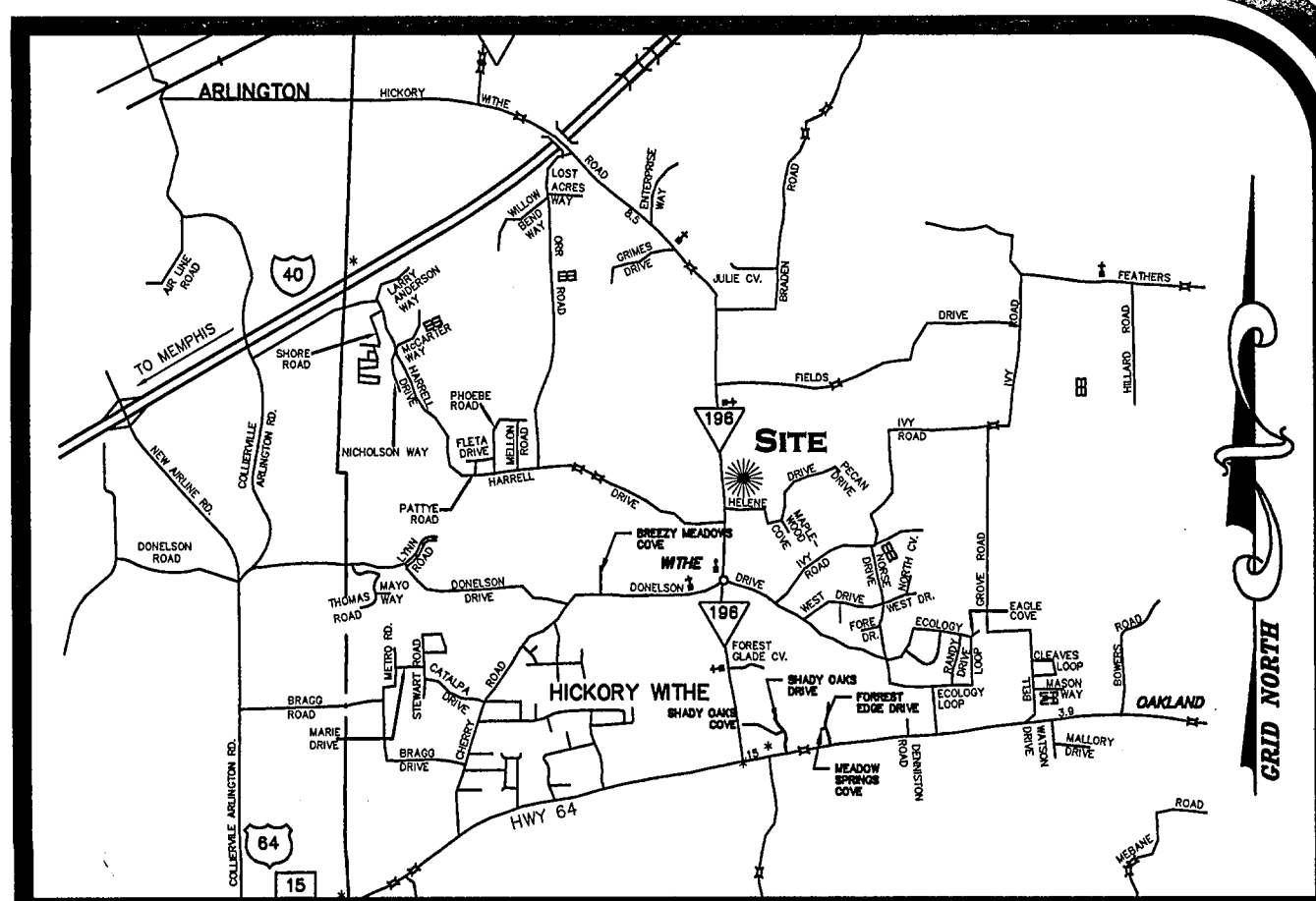
#### LOT LINE TABLES

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C49	67.54	65.00	59.3159	S57°59'48"E	64.54
C50	91.50	65.00	80.4038	S12°08'30"W	84.15
C51	43.00	50.00	87.7291	S27°37'58"E	41.70
C52	37.69	25.00	89.3324	N40°02'34"W	34.22
C53	254.10	875.00	16.3832	S74°55'00"E	253.28
C54	148.47	875.00	94.719	S61°44'04"E	148.29
C55	38.18	25.00	89.7111	S73°33'50"W	35.29
C56	91.81	275.00	19.0509	S23°47'49"W	91.18
C57	49.36	50.00	58.3348	S14°01'40"E	47.36
C58	114.22	60.00	109.0436	N12°13'43"E	97.74
C59	68.39	60.00	85.7147	S73°33'50"W	61.32
C60	92.37	60.00	78.3541	S11°25'38"W	78.00
C61	35.35	50.00	40.3033	N30°28'12"E	34.82
C62	23.26	325.00	4.0802	S12°15'57"W	23.21
C63	107.81	325.00	1.9376	S23°49'41"W	107.21
C64	39.27	25.00	80.0000	N11°39'36"W	38.36
C65	8.55	1075.00	0.2721	N65°31'17"W	8.55
C66	122.84	825.00	8.3218	S60°55'44"E	122.82
C67	253.27	825.00	17.3522	S73°55'33"E	252.28
C68	41.04	25.00	94.9252	N01°10'01"E	36.59
C69	102.80	825.00	7.0821	S08°43'19"W	102.73
C70	111.35	825.00	7.4358	S14°09'29"W	111.28
C71	23.27	325.00	4.0802	N15°56'23"E	23.27
C72	214.71	325.00	37.9109	N03°00'16"W	210.83
C73	48.45	600.00	4.2609	S41°42'48"E	46.44
C74	284.38	600.00	27.0917	S05°55'03"E	281.71
C75	41.15	25.00	84.1577	N37°28'23"E	38.65
C76	45.91	775.00	3.2438	N88°18'17"W	45.80

#### DRAINAGE ESMT. TABLES

LINE	LENGTH	BEARING
L1	15.00	S00°00'00"E
L2	15.00	S00°00'00"E
L3	15.00	N78°33'11"E
L4	15.00	S78°33'11"W
L5	15.00	S78°33'11"W
L6	15.00	N78°33'11"E
L7	15.00	N87°12'21"W
L8	15.00	S87°02'40"E
L9	15.01	N78°32'08"E
L10	15.00	S78°32'08"E
L11	15.00	N87°02'15"E
L12	10.00	S89°58'36"W
L13	10.70	S81°01'31"W
L14	10.00	S89°58'36"W
L15	10.00	N78°31'50"W
L16	10.00	N78°31'50"W
L17	15.00	N24°41'29"E
L18	15.00	S24°41'29"W
L19	15.00	N32°41'29"E
L20	15.16	N32°41'29"E
L21	15.00	N32°41'29"E
L22	21.82	S55°28'36"W
L23	14.28	S22°37'09"W
L24	15.00	S22°37'09"W
L25	15.11	S39°40'29"E
L26	21.82	S55°28'36"W
L27	15.00	N32°41'29"E
L28	16.74	N30°22'13"W
L29	15.00	S89°58'36"W

CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG	CHORD
C77	20.00	530.00	2.0631	S12°28'48"E	20.00
C78	20.00	615.00	1.9148	S12°28'48"E	20.00
C79	74.86	600.00	7.2825	S65°36'54"E	74.82
C80	10.00	550.00	1.0233	S10°34'52"W	10.00
C81	20.00	310.00	3.4191	N08°58'18"E	20.00
C82	34.88	310.00	6.8953	N08°58'18"E	34.88
C83	20.00	300.00	7.2825	N11°39'36"W	20.00
C84	88.88	375.00	13.2524	N03°48'48"E	88.78
C85	18.82	25.00	43.2123	S68°18'32"E	18.47
C86	8.48	25.00	19.0218	S04°18'18"E	8.42
C87	20.00	610.00	1.2453	S65°40'17"E	20.00
C88	20.00	228.54	0.7039	N68°10'47"W	20.00
C89	3.36	875.00	0.0191	S69°22'42"E	3.36
C90	3.02	625.00	0.0124	S68°35'35"E	3.02
C91	2.84	1140.00	0.0054	N68°45'51"W	2.84
C92	10.22	1060.00	0.0307	N68°36'10"W	10.22



#### VICINITY MAP

NOT TO SCALE

DARRELL T. LASSITER  
BOOK 245, PAGE 340  
ZONED: R-1

#### CERTIFICATE OF OWNERSHIP & DEDICATION

We hereby certify that we are the owners of the property shown and described herein as evidenced in Book Number D759, Page 35, Fayette County Registers Office, and that we hereby adopt this plan of subdivision with our free consent, establish the minimum building restriction lines, and that offers of irrevocable dedication for all roads, utilities, and other facilities have been filed.

Date: 8/2/05  
Signature: Douglas C. Swink  
Date: 8/2/05  
Signature: William S. Oiler  
Date: 8/2/05

#### CERTIFICATE OF SURVEY ACCURACY

I hereby certify that this is the best, to my knowledge and belief this is a true and accurate survey to the specifications of the Fayette County Subdivision Regulations of the property shown herein; that this is a Category I Land Survey as defined in Title 62, Chapter 218, Tennessee Code, and that the ratio of precision is greater than or equal to 1:10,000.

Date: 8/2/05  
Signature: William S. Oiler, RLS  
Partner: JESSIE W. OILER  
Tennessee Certificate No. 314

#### CERTIFICATE OF THE FAYETTE COUNTY PROPERTY ASSESSOR:

I hereby certify that I am in receipt of a copy of this subdivision plot as required by Fayette County Private Acts of 1972, Chapter No. 284.

Date: 8/15/2005  
Signature: Mark A. ...  
Fayette County Property Assessor

#### CERTIFICATE OF APPROVAL OF ROADS AND ROADWAY DRAINAGE

I, James E. Smith, hereby certify (a) that all improvements, including but not limited to road, roadway drainage improvements and stormwater drainage have been installed in accordance with these regulations and/or the other specifications adopted by Fayette County and are warranted for one year against any defect in workmanship or materials in the amount of \$25,000.00 (b) that a performance bond or other surety instrument in the amount of \$40,000.00 has been provided to guarantee completion of all required improvements for this subdivision, in case of default.

Date: 8/15/05  
Signature: James E. Smith  
Director of Public Works

#### CERTIFICATE OF APPROVAL FOR ROAD NAMES

I, Carol Ann ... hereby certify that I have reviewed the proposed subdivision and certify that the names of the roads within this proposed subdivision do not conflict with other road names for emergency service purposes.

Date: 8/15/05  
Signature: Carol Ann ...  
Director of 911 Addressing

#### CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plot shown herein has been found to comply with the Fayette County Subdivision Regulations, with the exception of such variances, if any, as are noted in the minutes of the Planning Commission; and that this plot has been approved for recording in the Office of the County Register.

Date: 8/15/05  
Signature: ...  
Secretary, Planning Commission

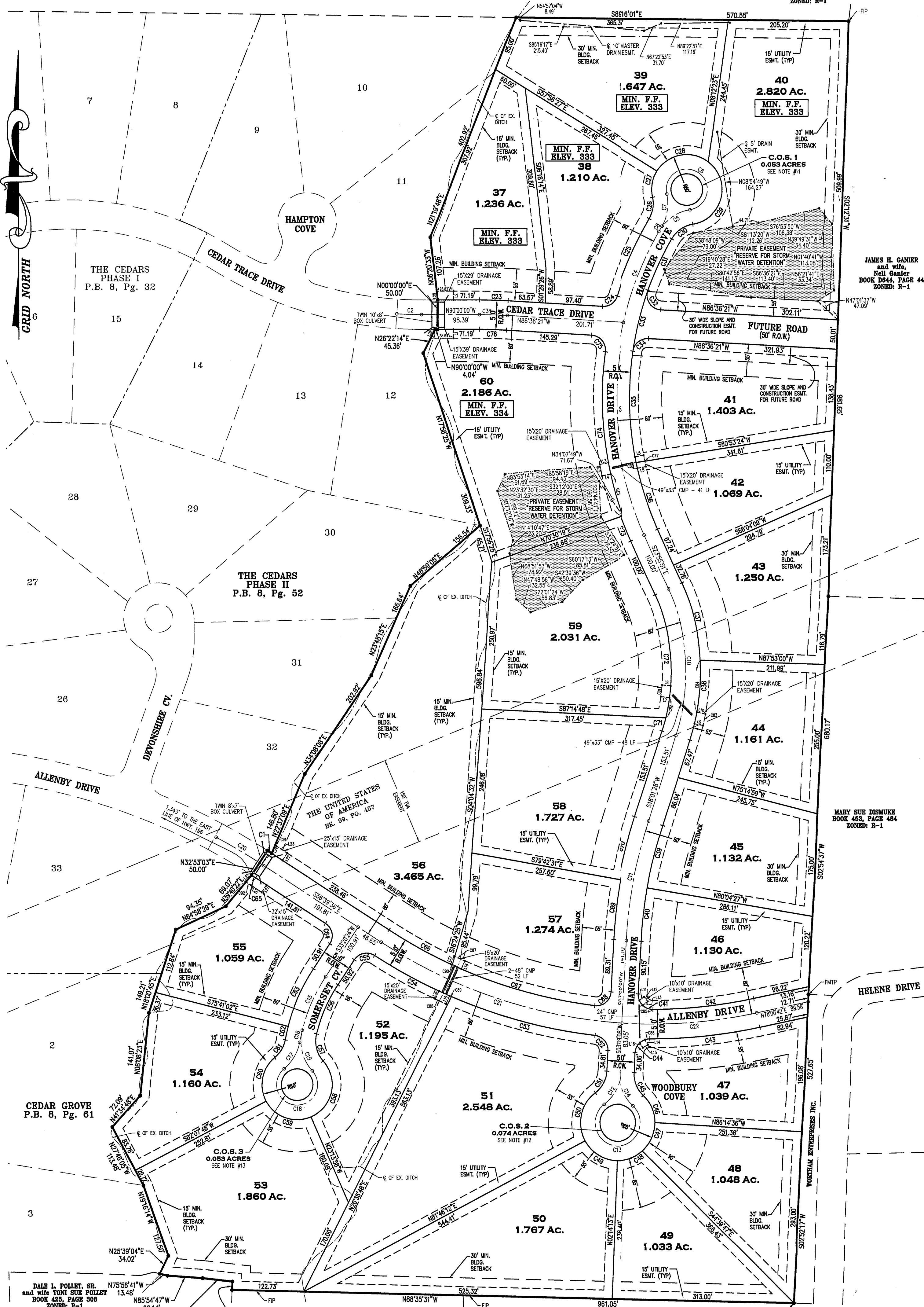
#### CERTIFICATE OF APPROVAL OF ON-SITE SEWAGE DISPOSAL SYSTEMS

Approval is hereby granted for Lots 37 thru 60 of The Cedars Subdivision, Phase 3, Fayette County, Tennessee, as being suitable for subsurface sewage disposal (SSD) with the listed or attached restrictions.

Prior to any construction or moving of a dwelling, mobile or permanent, the plans for the exact house/structure location must be approved and a SSD system permit issued by the Division of Ground Water Protection. Water top, water lines, underground utilities and driveway should be located on side property lines unless otherwise noted. Any cutting, filling or alterations or the soil conditions may void this approval. Water wells will be located at time of SSD permit issuance where needed.

- Lot 37 Maximum four bedrooms; maximum setback at building line; subsurface drain required; pump may be required.
- Lot 38 Maximum four bedrooms; maximum setback at building line and maximum of 40' off north property line; drive to be located along north property line; low pressure pump required; subsurface drain required.
- Lot 39 Maximum four bedrooms; maximum 200' off centerline of Hanover Cove and maximum of 40' off southwest property line; drive to be located along south side of Hanover Cove; low pressure pump required; subsurface drain required.
- Lot 40 Maximum five bedrooms; maximum 150' off centerline of Hanover Cove (exact location to be determined at issuance of permit); drive to be located on the south side of the house; low pressure pump required; subsurface drain required; master curtain drain required.
- Lot 41 Maximum four bedrooms; maximum setback at building line off Hanover Drive and off of future road on north side of lot; low pressure pump required; subsurface drain required; drive to be located on south side of house.
- Lot 42 Maximum four bedrooms; maximum setback 100' from centerline of Hanover Drive; low pressure pump required; subsurface drain required.
- Lot 43 Maximum four bedrooms; maximum setback 100' from centerline of Hanover Drive; low pressure pump required; subsurface drain required.
- Lot 44 Maximum four bedrooms; maximum setback 100' from centerline of Hanover Drive; subsurface drain required. Low pressure pump required.
- Lot 45 Maximum three bedrooms; minimum 100' setback from centerline of Hanover Drive; low pressure pump required; subsurface drain required; driveway and utilities to be located along north property line.
- Lot 46 Maximum three bedrooms; maximum setback at building line off Alley Drive and minimum 150' off centerline of Hanover Drive; low pressure pump required; subsurface drain required; drive to be located off Alley Drive along east property line.
- Lot 47 Maximum four bedrooms; maximum building setback at building line on both Alley Drive and Woodbury Cove; low pressure pump required; subsurface drain required; drive to enter off Woodbury Cove.
- Lot 48 Maximum three bedrooms; maximum setback at building line; low pressure pump required; subsurface drain required.
- Lot 49 Maximum four bedrooms; maximum setback 150' from centerline of Woodbury Cove; low pressure pump required; subsurface drain required; drive to be located along west property line.
- Lot 50 Maximum four bedrooms; minimum setback 200' from centerline of Woodbury Cove and maximum 40' off west property line; low pressure pump required; subsurface drain required; drive and utilities to be located along west property line.
- Lot 51 Maximum four bedrooms; maximum setback of 40' off south property line and 200' off centerline of Woodbury Cove; low pressure pump required; subsurface drain required; drive and utilities to be located along south property line.
- Lot 52 Maximum three bedrooms; maximum setback 80' from Alley Drive and Somerset Cove; low pressure pump required; subsurface drain required.
- Lot 53 Maximum four bedrooms; maximum setback at building line off Somerset Cove; drive and utilities to be located off Somerset Cove.
- Lot 54 Maximum four bedrooms; house to be located on ridge crest; low pressure pump required; subsurface drain required; drive restricted to east side of lot.
- Lot 55 Maximum four bedrooms; maximum setback at building line; subsurface drain required.
- Lot 56 Maximum five bedrooms; house location to be determined at issuance of building permit; pump may be required; subsurface drain may be required.
- Lot 57 Maximum four bedrooms; maximum setback at building line on Alley Drive and Hanover Drive; low pressure pump required; subsurface drain required.
- Lot 58 Maximum five bedrooms; maximum setback at building line; subsurface drain required.
- Lot 59 Maximum five bedrooms; maximum setback 100' from centerline of Hanover Drive; low pressure pump required; subsurface drain required; drive to be located on north property line.
- Lot 60 Maximum five bedrooms; maximum setback 100' off centerline of Hanover Drive; minimum setback at building line on Cedar Trace Drive; conventional system or pump may be required.

Date: 8/9/05  
Signature: ...  
Environmental Specialist  
Director of Ground Water Protection



DALE L. POLLEY, SR.  
and wife TONI SUE POLLEY  
BOOK 428, PAGE 308  
ZONED: R-1

GARYNO V. FLORES et ux  
BOOK 269, PAGE 918  
ZONED: R-1

HAROLD L. HAMPTON et ux CLARICE P.  
BOOK 418, PAGE 212  
ZONED: R-1

- 1. Plat prepared for Renaissance Development Company.
- 2. Bearings are relative to the north line of this property having an assumed bearing of south 89 degrees 18 minutes 01 seconds east as shown hereon.
- 3. This property is not located in a Special Flood Hazard Area per Flood Insurance Rate Map, Community Panel No. 470352 0080 3 and Flood Insurance Rate Map, Community Panel No. 470352 0085 5, Effective Date: July 5, 1982.
- 4. Set metal fence post with metal tag on all property corners.
- 5. This plat was prepared from survey of this property by Ollar Surveying Company dated May 12, 2003.
- 6. A fifteen (15) foot utility easement is established along the side and rear lot lines of each lot and along all dedicated right-of-ways as shown hereon.
- 7. Minimum building setbacks are as follows:
  - Eighty (80) feet from the centerline of all interior dedicated roads for both principle and accessory buildings except as shown hereon.
  - Fifteen (15) feet from all side and rear lot lines for both principle and accessory buildings, except as shown on the rear lot line of Lots 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, and 53 where it is Thirty (30) feet.
- 8. Electric, gas, cable and telephone to be installed throughout the development based on the appropriate utility authority specifications.
- 9. Declaration of Protective Covenants and Restrictions for The Cedars, Phase 3 recorded in Book D729, Page 343.
- 10. The cove island is to be maintained by the owners of Lots 38 - 40.
- 11. The cove island is to be maintained by the owners of Lots 47 - 51.
- 12. The cove island is to be maintained by the owners of Lots 52 - 55.
- 13. It is the responsibility of the developer to assure that railroad taxes are paid.
- 14. Owner/Subdivider: Renaissance Development Company  
104 Timber Creek Drive, Suite 100  
Cordova, TN 38018

# The Cedars

## PHASE III

### FAYETTE COUNTY, TENNESSEE

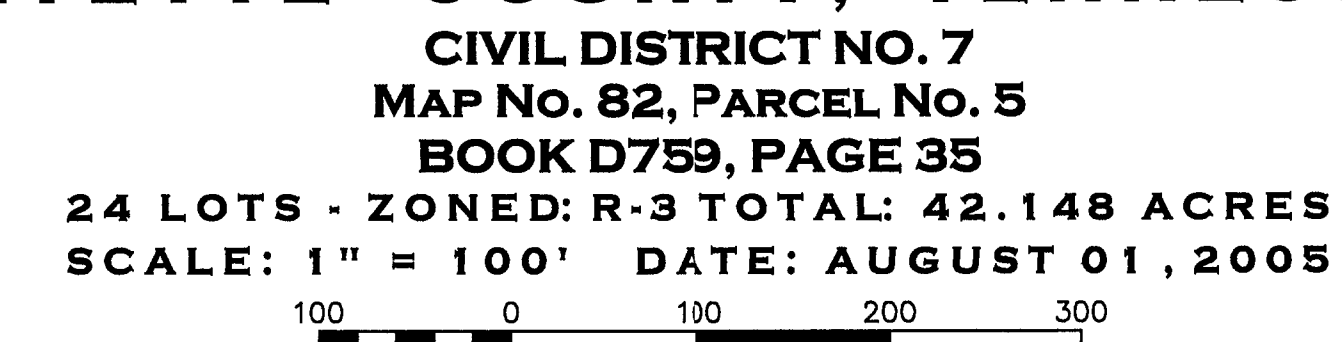
#### CIVIL DISTRICT NO. 7

#### MAP NO. 82, PARCEL NO. 5

#### BOOK D759, PAGE 35

#### 24 LOTS - ZONED: R-3 TOTAL: 42.148 ACRES

#### SCALE: 1" = 100' DATE: AUGUST 01, 2005



OLLAR SURVEYING COMPANY

104 TIMBER CREEK DRIVE SUITE 100 CORDOVA, TENNESSEE 38018 PHONE: (901) 758-1280 FAX: (901) 758-1235 EMAIL: MAIL@OLLARSURVEYING.COM

<b>LEGEND:</b>		
ESMT.	EASEMENT	
BUILD.	BUILDING	
TYP.	TYPICAL	
C	CURVE	
L	LINE	
MIN.	MINIMUM	
F.F.	FINISH FLOOR	
ELEV.	ELEVATION	
C.O.S.	COMMON OPEN SPACE	
R.O.W.	RIGHT-OF-WAY	
LF	LINEAR FOOT	

BK/PG: R/98-98

**05007245**

1 PGS 1 AL - PLAN

ED. MARCH, 1977

09/15/2005 - 02:32 PM

VALUE

NOTES/DATE TAX

TRANSFER TAX

RECORDING FEE

OP FEE

REGISTER'S FEE

TOTAL AMOUNT

STATE OF TENNESSEE, PAYEE CO.

**EDWARD PATTAU**