

Aston Park

AMENDED AND RESTATED

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ASTON PARK SUBDIVISION PHASE I – LOTS 1 THROUGH 31

THIS DECLARATION is made, published and declared this 24th day of August, 2005, by the "Declarant" or "Developer" and any and all persons, firms or corporations hereinafter acquiring any of the within described property and supersedes and replaces that prior Declaration of Protective Covenants and Restrictions of record at Book 786, Page 817 in the Register's Office of Fayette County, Tennessee;

WHEREAS, the Declarant is the fee simple owner of real property described as Aston Park 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 "Aston Park" into residential estate parcels; and

WHEREAS, the Developer has designed Aston Park 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 at Plat Book 8, Page 97 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 Aston Park, Phase I 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 III – 104 Timber Creek Drive Suite 100, Cordova, Tennessee 38018, their 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 Aston Park – Phase I 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 Aston Park, 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. "Association" shall mean and refer to Aston Park's Home Owners Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are, or shall be, recorded in the Register's Office of Fayette County, Tennessee.
6. "Person" means and individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
7. "Property" or "Properties" shall mean that real property being each lot contained within Aston Park – Phase I as recorded in the Register's office of Fayette County.
8. "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 Aston Park – Phase I, 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 Aston Park 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 or retains a majority of votes (as set out above) which from time to time is entitled to vote in the Association, as provided in the Bylaws thereof, including votes arising from Future Phases, as provided in said Bylaws.

ARTICLE V
ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

The Developer, Association and / or 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. Invalidation 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
ARCHITECTURAL CONTROL

Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the subdivision, all improvements to the Lots within Aston Park shall be reviewed and approved by The Aston Park 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 III or its successor or assigns and may consist of such other parties as the Developer may designate. 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. For the purpose of this provision, the term "working days" shall mean Monday through Friday, but excluding any Federal Holidays. The Architectural Control Committee may, at its sole discretion, delegate its obligations, duties, and functions to a third party and in the event of such delegation, said third party shall be vested with the same authority and powers as the Architectural Control Committee as set out herein. The Architectural Control Committee may, at its discretion, retain the services of a third party to assist in the performance of its obligations, duties and functions arising hereunder.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of the Lot of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to the Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, hardscapes or barriers on the uses of the Lot in question.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

1. 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 Aston Park, 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 and cooled area of a single family dwelling, exclusive of open porches and garages, to be 3,200 square feet for a one story dwelling or the minimum interior heated and cooled area for a one and a half story or two story dwelling to be 3,800 square feet and shall additionally have at least 2,200 square feet on the ground floor provided, however, the Architectural Control committee shall have the right to vary the minimum square footage requirement for any Lot for the orderly development of and integrity of Aston Park; 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 the design, material and location must be approved by the Architectural Control Committee; 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.

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

3. 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 maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Developer or the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of Fayette County, Tennessee.
4. 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.
5. 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.
6. The Architectural Control Committee shall have the right to enforce by any proceeding at law or in equity all architectural conditions and restrictions placed upon any Lot against any person or persons violating or attempting to violate any of said conditions or restrictions; 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 the Architectural Control Committee to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.
7. 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.
8. Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

ARTICLE VIII
PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

1. All homes within Aston Park shall be constructed or supervised by a licensed and registered builder with the State of Tennessee. In order to promote architectural compatibility, overall construction quality and to preserve the value of homes and land within the subdivision, all builders must be approved by the Developer. The Developer will prepare and provide a "Preferred Builders List" indicating those Builders approved to construct homes within Aston Park. The Developer, at it's sole discretion, may add or remove builders to or from said list.
2. All lots in Aston Park 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 3,200 heated and cooled square feet if a one-story residence. A one and one-half or two-story residence shall have at least 3,800 heated and cooled square feet and shall, additionally, have at least 2,200 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 Aston Park 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 a private, fully-enclosed garage which will accommodate a minimum of three (3), but not more than five (5) automobiles for vehicle parking. No garage door shall exceed ten (10) feet in width and each garage door shall be of the "carriage style". No principal front loading garages shall be allowed. Detached secondary garages may face the public street with written approval from the Architectural Control Committee. Carports and freestanding canopies of any kind are not permitted without the prior written approval of the Architectural Control Committee.

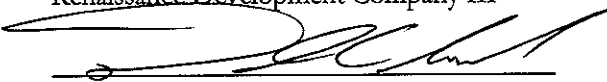
10. No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, motorhomes, camping trailers, motorcycles, all terrain vehicles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the public streets.
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. Electric meters shall be placed adjacent to the residence and not located at the public streets. Gas meters shall not be located adjacent to the 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. Fences constructed along side property lines may extend from the rear of the property to the front corner of the residence. Fences along side property lines may extend past the front corner of the residence towards the road only with the express written approval of the Architectural Control Committee, at its sole discretion. Fences constructed along any property line shall be in conformance with the accepted fence design for Aston Park Subdivision. Privacy fences shall not be permitted along the property lines of each Lot without the express written approval of the Architectural Control Committee. Privacy fences may be approved on the interior of the property for the purpose of screening a portion of the property around pools, gardens, etc..
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. Each Lot owner shall be responsible for planting a minimum of two deciduous trees (three inches in caliper) between the front of the residence and the road prior to taking occupancy of the residence.
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. Aston Park is not serviced by an overall sewer system. All lots have already been "pre-approved", but the location and design of individual systems must be coordinated with Groundwater Protection. Each Lot owner shall be responsible for the installation and maintenance of an individual septic system which shall be approved by the local health authorities. The system is to be installed according to Ground Water Safety standards with the approval of all appropriate agencies as determined by Fayette County and the Tennessee Department of Environment and Conservation – Ground Water Division. Lot Owners must contact the Fayette County Division of Groundwater Protection in Somerville prior to any lot grading or construction to determine the location and design of the individual septic system.
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 without the express written consent of the Architectural Control Committee – at its sole discretion, except a single sign not larger than six (6) square feet advertising real estate for sale or rent, said real estate signs must meet the sign requirements of the Architectural Control Committee. 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 Aston Park 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 Aston Park.
30. Declarant hereby reserves for itself and the Association a perpetual easement over and upon the Lots within Aston Park, for the purpose of erecting, maintaining, repairing or replacing the Aston Park entrance structures, subdivision identification features, and split-rail fencing. The easement will be located where the entrance structures, subdivision identification features, and split-rail fencing are constructed.

31. Declarant hereby reserves for itself and the Association a perpetual, non-exclusive easement across those portions of Lots 18 and 19 of the Subdivision which lie northwest of the centerline of the United States of America's easement as shown on the Plat. Declarant or the Association may use the reserved easement area for purposes which are, in their sole discretion, for the mutual benefit of the Owners and all Lots in the subdivision. The Owners of Lots 18 and 19 shall not construct any improvements, landscaping, hardscaping, or make any other alterations to the reserved easement area. The Association shall be responsible for all upkeep and maintenance of such easement area, provided, however, that if the Owners of Lots 18 and/or 19 are required by the health department to install any portion of their septic field lines onto such easement area, or if the Declarant or the Association grants permission, in their sole discretion, to the Lot 18 and 19 Owners to locate other improvements, landscaping or hardscaping onto the easement area, the Association shall not be responsible for the maintenance or upkeep of such septic fields lines, landscaping, hardscaping or other improvements.

Declarant

Renaissance Development Company III

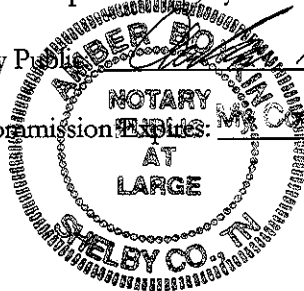

Douglas C. Swink, General Partner

State of Tennessee – County of Shelby

On this 24th day of August, 2005, before me personally appeared Douglas C. Swink, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged himself to be the general partner of Renaissance Development Company, III a Tennessee general partnership, and who further acknowledged that, being duly authorized, he executed the forgoing instrument for the purposes therein contained on behalf of said partnership by signing the name of the partnership, by himself as such general partner.

Notary Public

My Commission Expires: June 26, 2007



BK/PG:D793/814-822

05007634

9 PGS : AL - RESTRICTIVE COVENANTS	
ED BATCH: 15991	
08/25/2005 - 01:00 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE of TENNESSEE, FAYETTE COUNTY

EDWARD PATTAT
REGISTER OF DEEDS

Aston Park

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ASTON PARK SUBDIVISION PHASE II - LOTS 32 THROUGH 62

THIS DECLARATION is made, published and declared this 19th day of July, 2006, by 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 Aston Park 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 "Aston Park" into residential estate parcels; and

WHEREAS, the Developer has designed Aston Park 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 at Plat Book ____, Page ____ 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 Aston Park, Phase I 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, III - 3157 U. S. Highway No. 64 - Suite 200 Eads, Tennessee 38028, their 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 Aston Park - Phase II 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 Aston Park, 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. "Association" shall mean and refer to Aston Park's Home Owners Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are, or shall be, recorded in the Register's Office of Fayette County, Tennessee.
6. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
7. "Property" or "Properties" shall mean that real property being each lot contained within Aston Park – Phase II as recorded in the Register's office of Fayette County.
8. "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 Aston Park – Phase II, 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 Aston Park, Phase II 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 or retains a majority of votes (as set out above) which from time to time is entitled to vote in the Association, as provided in the Bylaws thereof, including votes arising from Future Phases, as provided in said Bylaws.

ARTICLE V
ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

The Developer, Association and / or 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. Invalidation 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
ARCHITECTURAL CONTROL

Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the subdivision, all improvements to the Lots within Aston Park shall be reviewed and approved by The Aston Park 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 III or its successor or assigns and may consist of such other parties as the Developer may designate. 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. For the purpose of this provision, the term "working days" shall mean Monday through Friday, but excluding any Federal Holidays. The Architectural Control Committee may, at its sole discretion, delegate its obligations, duties, and functions to a third party and in the event of such delegation, said third party shall be vested with the same authority and powers as the Architectural Control Committee as set out herein. The Architectural Control Committee may, at its discretion, retain the services of a third party to assist in the performance of its obligations, duties and functions arising hereunder.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to find the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of the Lot of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to the Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, hardscapes or barriers on the uses of the Lot in question.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

1. 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 Aston Park, 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 and cooled area of a single family dwelling, exclusive of open porches and garages, to be 3,400 square feet for a one story dwelling or the minimum interior heated and cooled area for a one and a half story or two story dwelling to be 3,800 square feet and shall additionally have at least 2,200 square feet on the ground floor provided, however, the Architectural Control committee shall have the right to vary the minimum square footage requirement for any Lot for the orderly development of and integrity of Aston Park; 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 the design, material and location must be approved by the Architectural Control Committee; 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.

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

3. 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 maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Developer or the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of Fayette County, Tennessee.
4. 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.
5. 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.
6. The Architectural Control Committee shall have the right to enforce by any proceeding at law or in equity all architectural conditions and restrictions placed upon any Lot against any person or persons violating or attempting to violate any of said conditions or restrictions; 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 the Architectural Control Committee to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.
7. 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.
8. Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

ARTICLE VIII
PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

1. All homes within Aston Park shall be constructed or supervised by a licensed and registered builder with the State of Tennessee. In order to promote architectural compatibility, overall construction quality and to preserve the value of homes and land within the subdivision, all builders must be approved by the Developer. The Developer will prepare and provide a "Preferred Builders List" indicating those Builders approved to construct homes within Aston Park. The Developer, at it's sole discretion, may add or remove builders to or from said list.
2. All lots in Aston Park 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 3,400 heated and cooled square feet if a one-story residence. A one and one-half or two-story residence shall have at least 3,800 heated and cooled square feet and shall, additionally, have at least 2,200 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 (issuance of Certificate of Occupancy) within two hundred seventy (270) days from the date of the first (1st) inspection by a 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, once framing of the structure has begun, for holding all construction refuse. Construction sites shall be cleaned prior to each weekend during all phases of building construction or remodeling. It shall be the sole responsibility of the lot owner to prevent the blowing, dumping or placement of trash, refuse, etc. on an adjacent lot or Common Open Space. If a lot owner fails to comply with this condition within ten (10) days after written notice to the last know 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. Owner's conducting remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of household trash or refuse is prohibited. Burning of trees, brush and construction materials (wooden materials only) is allowed only during the initial clearing of house site and during the initial stages of house construction, provided however, only small controlled burns are allowed if there is no imminent danger to the development, other construction sites or private residences within the area.
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 Aston Park 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 a private, fully-enclosed garage which will accommodate a minimum of three (3), but not more than five (5) automobiles for vehicle parking. No garage door shall exceed ten (10) feet in width and each garage door shall be of the "carriage style". No principal front loading garages shall be allowed. Detached secondary garages may face the public street with written approval from the Architectural Control Committee. 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, motorhomes, 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 public streets.
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. Electric meters shall be placed adjacent to the residence and not located at the public streets. Gas meters shall not be located adjacent to the 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. Fences constructed along side property lines may extend from the rear of the property to the front corner of the residence. Fences along side property lines may extend past the front corner of the residence towards the road only with the express written approval of the Architectural Control Committee, at its sole discretion. Fences constructed along any property line shall be in conformance with the accepted fence design for Aston Park Subdivision. Privacy fences shall not be permitted along the property lines of each Lot without the express written approval of the Architectural Control Committee. Privacy fences may be approved on the interior of the property for the purpose of screening a portion of the property around pools, gardens, etc..
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. Each Lot owner shall be responsible for planting a minimum of two deciduous trees (three inches in caliper) between the front of the residence and the road prior to taking occupancy of the residence.
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. Any colorful playground equipment placed on a lot shall be screened from public view.
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. The Tennessee Department of Environment and Conservation (TDEC), Division of Water Pollution Control requires the owner of property to maintain adequate drainage and erosion control measures at the property and to maintain such measures throughout construction of the improvements upon the property. The lot owner shall contact TDEC within fifteen (15) days of taking possession of the property (closing date) for the purpose of transferring the TDEC tracking number for the property from Renaissance Development Company, III to the lot owner. As of the date at which these Protective Covenants and Restrictions were recorded in the Fayette County Register's Office, TDEC could be contacted as follows: Telephone: (901) 368-7939 or Address: TDEC - Environmental Field Office - Suite E-645 - Perimeter Park - 2510 Mt. Moriah Rd. Memphis TN 38115.
23. For those lots in which any construction activity on said lot could cause erosion or silting into the Common Open Space within the Development and in particular the Private Lake, it shall be the sole responsibility of the lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to install and maintain adequate erosion control measures including, but not limited to, silt fencing in order to completely prevent any and all silting or erosion into or onto said Common Open Space. Failure to comply with this condition shall result in a payment by the Lot Owner of \$1,000.00 (One Thousand Dollars) to the Developer for the initial occurrence and \$100.00 (One Hundred Dollars) per day until the deficiency in the erosion control measures are corrected. In the event of any occurrence, it shall be the Lot Owners responsibility to correct any damage done to the Common Open Space and return the affected area back to it's original condition. 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.
24. 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.
25. Aston Park is not serviced by an overall sewer system. All lots have already been "pre-approved", but the location and design of individual systems must be coordinated with Groundwater Protection. Each Lot owner shall be responsible for the installation and maintenance of an individual septic system which shall be approved by the local health authorities. The system shall be installed according to Ground Water Safety standards with the approval of all appropriate agencies as determined by Fayette County and the Tennessee Department of Environment and Conservation - Ground Water Division. Lot Owners must contact the Fayette County Division of Groundwater Protection in Somerville prior to any lot grading or construction to determine the location and design of the individual septic system. For those lots in which their septic system is to be installed within the Common Open Space within the development, it shall be the sole responsibility of the Lot Owner to return the common open space to it's original condition after the installation or maintenance of the system.

26. 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.
27. No commercial sign of any kind or in any form shall be located on any lot or in the street right-of-way without the express written consent of the Architectural Control Committee – at it's sole discretion, except a single sign not larger than six (6) square feet advertising real estate for sale or rent, said real estate signs must meet the sign requirements of the Architectural Control Committee. 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 six (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.
28. 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.
29. 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 Aston Park as recorded in the Register's Office of Fayette County.
30. 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 Aston Park.
31. Declarant hereby reserves for itself and the Association a perpetual easement over and upon the Lots within Aston Park, for the purpose of erecting, maintaining, repairing or replacing the Aston Park entrance structures, subdivision identification features, and decorative fencing. The easement will be located where the entrance structures, subdivision identification features, and decorative fencing are constructed by the Developer.

Declarant

Renaissance Development Company III


Douglas C. Swink, Partner

State of Tennessee – County of Shelby

On this 19th day of July, 2006, before me personally appeared Douglas C. Swink, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged himself to be the general partner of Renaissance Development Company, III a Tennessee general partnership, and who further acknowledged that, being duly authorized, he executed the foregoing instrument for the purposes therein contained on behalf of said partnership by signing the name of the partnership by himself as such general partner.

Notary Public

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



06006310

9 PGS : AL - RESTRICTIVE COVENANTS	
JOYCE BATCH: 22512	
07/19/2006 - 02:45 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, FAYETTE COUNTY

EDWARD PATTAT
REGISTER OF DEEDS

Aston Park

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR ASTON PARK SUBDIVISION PHASE III – LOTS 63 THROUGH 102

THIS DECLARATION is made, published and declared this 31st day of August, 2007, by 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 Aston Park 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 "Aston Park" into residential estate parcels; and

WHEREAS, the Developer has designed Aston Park 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 at Plat Book 9 , Page 43 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 Aston Park, Phase III 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 III – 3157 U.S. Highway 64, Suite 200, Eads, Tennessee 38028, their 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

Aston Park – Phase III 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 Aston Park, 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. "Association" shall mean and refer to Aston Park Home Owner's Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are, or shall be, recorded in the Register's Office of Fayette County, Tennessee.
6. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
7. "Property" or "Properties" shall mean that real property being each lot contained within Aston Park – Phase III as recorded in the Register's office of Fayette County.
8. "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 Aston Park – Phase III, 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 Aston Park, Phase III 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 or retains a majority of votes (as set out above) which from time to time is entitled to vote in the Association, as provided in the Bylaws thereof, including votes arising from Future Phases, as provided in said Bylaws.

ARTICLE V

ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

The Developer, Association and / or 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 the Developer or 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. In the event of the violation of any of the covenants and restrictions contained herein which provides for monetary damages or which the Developer or other party incurs costs or expenses to enforce these covenants and restrictions as provided herein, such monetary damages, costs and expenses shall become a lien upon the Lot to which they are attributable. Invalidation of any one or more of the covenants or restrictions or other provisions herein or hereinafter contained by judgment 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 ARCHITECTURAL CONTROL

Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the subdivision, all improvements to the Lots within Aston Park shall be reviewed and approved by The Aston Park 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 III or its successor or assigns and may consist of such other parties as the Developer may designate. 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. For the purpose of this provision, the term "working days" shall mean Monday through Friday, but excluding any Federal Holidays. The Architectural Control Committee may, at its sole discretion, delegate its obligations, duties, and functions to a third party and in the event of such delegation, said third party shall be vested with the same authority and powers as the Architectural Control Committee as set out herein. The Architectural Control Committee may, at its discretion, retain the services of a third party to assist in the performance of its obligations, duties and functions arising hereunder.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of the Lot of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to the Lot and such approval may not be revoked or

rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, hardscapes or barriers on the uses of the Lot in question.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

1. 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 Aston Park, 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 and cooled area of a single family dwelling, exclusive of open porches and garages, to be 3,400 square feet for a one story dwelling or the minimum interior heated and cooled area for a one and a half story or two story dwelling to be 3,800 square feet and shall additionally have at least 2,200 square feet on the ground floor provided, however, the Architectural Control committee shall have the right to vary the minimum square footage requirement for any Lot for the orderly development of and integrity of Aston Park; 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 the design, material and location must be approved by the Architectural Control Committee; 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.

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

3. 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 maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Developer or the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of Fayette County, Tennessee.
4. 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.
5. 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.
6. The Architectural Control Committee shall have the right to enforce by any proceeding at law or in equity all architectural conditions and restrictions placed upon any Lot against any person or persons violating or attempting to violate any of said conditions or restrictions; 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 the Architectural Control Committee to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.
7. 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.
8. Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

ARTICLE VIII

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

1. All homes within Aston Park shall be constructed or supervised by a licensed and registered builder with the State of Tennessee. In order to promote architectural compatibility, overall construction quality and to preserve the value of homes and land within the subdivision, all builders must be approved by the Developer. The Developer will prepare and provide a "Preferred Builders List" indicating those Builders approved to construct homes within Aston Park. The Developer, at its sole discretion, may add or remove builders to or from said list.

2. All lots in Aston Park 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 3,400 heated and cooled square feet if a one-story residence. A one and one-half or two-story residence shall have at least 3,800 heated and cooled square feet and shall, additionally, have at least 2,200 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. Any dwelling shall have a certificate of occupancy issued by the Fayette County Department of Code Enforcement or other entity which may possess the legal authority to issue such a certificate within two hundred seventy (270) days from the date an engineering firm performs the pre-pour inspection of the foundation, and failure to comply with this condition shall result in a payment by the Lot Owner of \$50.00 per day as liquidated damages to the Developer until the dwelling is issued a certificate of occupancy. If such pre-pour inspection of the foundation is not obtained, the 270-day time period shall commence to run on the date the building permit is issued to construct improvements upon the Property. The Developer shall, in its sole discretion, have the ability to lengthen the time for issuance of a certificate of occupancy to be issued.
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, once framing of the structure has begun, for holding all construction refuse. Construction sites shall be cleaned prior to each weekend during all phases of building construction or remodeling. It shall be the sole responsibility of the lot owner to prevent the blowing, dumping or placement of trash, refuse, etc. on an adjacent lot or Common Open Space. 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. Owner's conducting remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of household trash or refuse is prohibited. Burning of trees, brush and construction materials (wooden materials only) is allowed only during the initial clearing of house site and during the initial stages of house construction. Only small controlled burns are allowed if there is no imminent danger to the development, other construction sites or private residences.
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 Aston Park 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 a private, fully-enclosed garage which will accommodate a minimum of three (3), but not more than five (5) automobiles for vehicle parking. No garage door shall exceed ten (10) feet in width and each garage door shall be of the "carriage style". No principal front loading garages shall be allowed. Detached secondary garages may face the public street with written approval from the Architectural Control Committee. 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, motor homes, camping trailers, motorcycles, all terrain vehicles, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the public streets.
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. Electric meters shall be placed adjacent to the residence and not located at the public streets. Gas meters shall not be located adjacent to the 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. Fences constructed along side property lines may extend from the rear of the property to the front corner of the residence. Fences along side property lines may extend past the front corner of the residence towards the road only with the express written approval of the Architectural Control Committee, at its sole discretion. Fences constructed along any property line shall be in conformance with the accepted fence design for Aston Park Subdivision. Privacy fences shall not be permitted along the property lines of each Lot without the express written approval of the Architectural Control Committee. Privacy fences may be approved on the interior of the property for the purpose of screening a portion of the property around pools, gardens, etc..
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. Each Lot owner shall be responsible for planting a minimum of two deciduous trees (three inches in caliper) between the front of the residence and the road prior to taking occupancy of the residence.
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. Any colorful playground equipment placed on a lot shall be screened from public view.

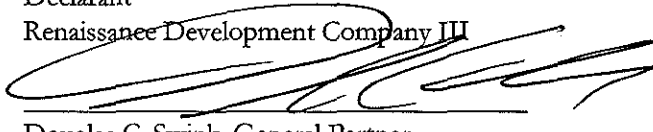
21. All vegetable gardens shall be located no closer to the street than the rear of the house.
22. It shall be the sole responsibility of the lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to determine if erosion control measures including, but not limited to, silt 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. The Tennessee Department of Environment and Conservation (TDEC), Division of Water Pollution Control requires the owner of property to maintain adequate drainage and erosion control measures at the property and to maintain such measures throughout construction of the improvements upon the property. If the Lot Owner is a builder or contractor, intending to construct a home for resale, it will, within fifteen (15) days following the date it takes title to the Lot contact TDEC and file the Notice of Intent for Construction Activity and Storm Water Pollution Prevention Plan (SWPPP) and furnish such other forms and information as may be required by TDEC to obtain a new tracking number for the Lots purchased by Buyer. Otherwise, the Lot Owner will require its builder or contractor, when selected, to file a Notice of Intent for Construction Activity with TDEC no less than ten (10) days prior to the commencement of construction or disturbance of the Property. If, at that time, the Developer has fully discharged its obligations to TDEC regarding the original permit on the Subdivision and the Developer's permit has been or is about to be released by TDEC, the Lot Owner or its builder or contractor may have to submit additional information to TDEC to obtain a new permit and tracking number for the Property.
23. For those lots in which any construction activity on said lot could cause erosion or silting into the Common Open Space within the Development and in particular the Private Lake, it shall be the sole responsibility of the lot owner or the owner's agents, employees, contractors, sub-contractors, or assignees to install and maintain adequate erosion control measures including, but not limited to, silt fencing in order to completely prevent any and all silting or erosion into or onto said Common Open Space. Failure to comply with this condition shall result in a payment by the Lot Owner of \$1000.00 (One Thousand Dollars) to the Developer for the initial occurrence and \$100.00 (One Hundred Dollars) per day until the deficiency in the erosion control measures are corrected. In the event of any occurrence, it shall be the Lot Owners responsibility to correct any damage done to the Common Open Space and return the affected area back to its original condition. If a lot owner fails to comply with this condition within ten (10) day 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.
24. The lot owner shall establish and maintain a fully grassed or sodden 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.
25. Aston Park is not serviced by an overall sewer system. All lots have already been "pre-approved", but the location and design of individual systems must be coordinated with Groundwater Protection. Each Lot owner shall be responsible for the installation and maintenance of an individual septic system which shall be approved by the local health authorities. The system shall be installed according to Ground Water Safety standards with the approval of all appropriate agencies as determined by Fayette County and the Tennessee Department of Environment and Conservation – Ground Water Division. Lot Owners must contact the Fayette County Division of Ground Water Protection in Somerville prior to any lot grading or construction to determine the location and design of the individual septic system.
26. 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.
27. No commercial sign of any kind or in any form shall be located on any lot or in the street right-of-way without the express written consent of the Architectural Control Committee – at it's sole discretion, except a single sign not larger than six (6) square feet advertising real estate for sale or rent, said real estate signs must meet the sign requirements of the Architectural Control Committee. 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 six (6) square feet in total area. Political signs on lots no earlier than 45 days prior to 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.

28. 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.
29. 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 Aston Park, Phase III as recorded in the Register's Office of Fayette County.
30. 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 Aston Park.
31. Declarant hereby reserves for itself and the Association a perpetual easement over and upon the Lots within Aston Park, for the purpose of erecting, maintaining, repairing or replacing the Aston Park entrance structures, subdivision identification features, and decorative fencing. The easement will be located where the entrance structures, subdivision identification features, and decorative fencing are constructed by the Developer.

Declarant

Renaissance Development Company III



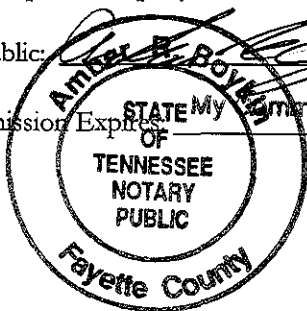
Douglas C. Swink, General Partner

State of Tennessee – County of Fayette

On this 31st day of August 2007, before me personally appeared Douglas C. Swink, to me known to be the person described in and who executed the foregoing instrument, and who acknowledged himself to be the general partner of Renaissance Development Company, III a Tennessee general partnership, and who further acknowledged that, being duly authorized, he executed the foregoing instrument for the purposes therein contained on behalf of said partnership by signing the name of the partnership, by himself as such general partner.

Notary Public:

My Commission Expires May 29, 2011



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9 PGS : AL - RESTRICTIVE COVENANTS	
ED BATCH: 30827	
08/31/2007 - 12:35 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00
STATE OF TENNESSEE, FAYETTE COUNTY	
EDWARD PATTAT	
REGISTER OF DEEDS	