The Village of Lafayette Station

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR LAFAYETTE STATION PD – PHASE I SUBDIVISION

WHEREAS, the Declarant is the fee simple Owner of real property described as the Lafayette Station PD – Phase I Subdivision, in Rossville, Fayette County, Tennessee; and

WHEREAS, the Declarant has caused to be prepared a plan for the development of the Property, to be known as the Lafayette Station Subdivision PD – Phase I, into residential lots, which plat is of record at Plat Book 11, Page 79 in the Register's Office of Fayette County ("Plat"); and

WHEREAS, the Declarant has caused to be prepared a plan for the development of the Property specifically for the 2018 St. Jude Dream Home, to be known as the Single Lot Final Plat 2018 St. Jude Dream Home , Lafayette Station PD – Phase 1 – Lot 34, which plat is of record at Plat Book 11, Page 12 in the Register's Office of Fayette County ("also a part of the "Plat"); and

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

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described as the Lafayette Station PD – Phase I Subdivision, as shown on the Plat that may be re-recorded from time to time, shall be held, conveyed, 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. **"Assessments"** means those levies and assessments which each Owner of a Lot agrees to pay to the Association pursuant to this Declaration of Protective Covenants and Restrictions or the By-laws.

2. **"Association"** means and refers to the Villages of Lafayette Station 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 will be, recorded in the Register's Office of Fayette County, Tennessee.

3. **"Board of Directors"** means and refers to the Board of Directors of the Association.

4. **"By-Laws"** means and refers to the By-Laws of the Association, a copy of which is or will be recorded in the Register's Office of Fayette County, Tennessee.

5. **"Common Areas"** means and refers to all facilities within the Development used in common by the Owners, including without limitation, all private roads, pocket parks, footpaths, bicycle paths, jogging trails, recreational facilities, gates, boundary walls and fences, median areas, and any areas lying within or adjacent to the roads not on an individual Lot. Common Areas will be used for amenity or recreational purposes. The Association shall own and maintain Common Areas and fixtures including signage, fencing and landscaping in perpetuity. The Common Areas may be owned by the Association in fee or for a term of years, but for the non-exclusive use, benefit and enjoyment of the Owner's subject to the provisions of this Declaration. The Association will be responsible for the maintenance of the Common Areas. The Association shall govern the use of the Common Areas, and said obligation shall run with the land in perpetuity. Portions of the Common Areas designated as "Open Space" on the Plat shall be maintained and preserved as natural open space and shall not be used for individual homeowner's yards, lawns, or buildings.

6. **"Common Improvements"** means all improvements thereon owned by the Association for the common use and enjoyment of the Members of the Association. The Common Improvements to be owned and/or maintained by the Association are as follows:

a. All improvements located in a Common Area.
b. All private drives and alleys.
c. All neighborhood fences installed by the Declarant or his assigns which shall be owned and maintained by the Association, which includes all exterior boundary fences and all the wood picket fences adjacent to sidewalks contained within the Pedestrian Use Easements.
d. Any subdivision identification entrance monuments, landscaping and/or retaining walls installed by the Declarant or his assigns which are located within a Landscape Easement or the Common Areas.
e. All sidewalks located on various private Lots contained within a Pedestrian Use Easement; perhaps installed by the individual Lot Owners in some cases; however, the maintenance, repairs and replacement of said sidewalks shall be the responsibility of the Association.

7. **"Declarant"** means Lafayette Station, LLC – 3157 Highway 64, Eads TN, 38028, its successors and assigns for purposes of this Declaration.

8. **"Declaration"** means 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.

9. **"Development"** means the area subdivided by the Plat and future phases.

10. **"Improvements"** means the structures, walls, pavements, plantings, and other additions built or placed on the Lots or Common Area.

11. **"Landscape Easements"** means and refers to any landscape easement as shown on any Lot within which the Association has the right to create and maintain decorative landscaping, irrigation systems, and trees for the Development. The Landscape Easements will be improved and maintained by the Association subject to the conditions, restrictions, and limitations imposed by this Declaration.

12. **"Lot(s)"** means and refers to the lots of land designated and shown on the Plat, and any correction, re-recording or revision thereto.

13. **"Member"** means and refers to every person or entity who holds membership in the Association, including the Declarant, so long as it retains ownership of any Lot in the Development, or is permitted by the Bylaws.

14. **"Owner"** means and refers to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Development, including Declarant to the extent it owns any Lots, but excluding those having such interest merely as security for the performance of an obligation ("the Mortgagee"), provided that if the Mortgagee shall succeed to title to a Lot, then the Mortgagee shall be an Owner for purposes hereof.

15. **Pedestrian Use Easement.** The Plat depicts areas of private property with a pedestrian use easement upon the portions of private property. The pedestrian use easement is granted to the Members of the Association and their guests, and its use is restricted to pedestrian uses only. If children play in this area, then no toys are to be left unattended. The Association will maintain liability insurance on all pedestrian use easements. If a Pedestrian Use Easement is running between two lots, on the property line, then it will have a 5ft wide sidewalk with a 3ft wide landscaping area on each side, thus no side yard fence will be placed within 3 feet of the edge of sidewalk unless approved by the Declarant.

16. **"Person"** means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

17. "**Property" or "Properties"** shall mean that real property being each Lot contained within the Lafayette Station PD – Phase I Subdivision and the Single Lot Final Plat 2018 St. Jude Dream Home , Lafayette Station PD – Phase 1 – Lot 34 Subdivision as recorded in the Register's office of Fayette County.

ARTICLE II
PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

The real property described as the Lafayette Station PD – Phase I Subdivision and the Single Lot Final Plat 2018 St. Jude Dream Home, Lafayette Station PD – Phase 1 – Lot 34, as shown on the Plat(s), is subject to the conditions, restrictions, covenants, reservations and easements herein contained. Every Person hereafter acquiring a Lot or any portion of the Development, by acceptance of a deed thereof, accepts such interest subject to the terms and conditions of this Declaration, and by acceptance of the same will be deemed to have consented to and be bound by the terms, conditions and covenants of this Declaration.

ARTICLE III
PURPOSE OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained are made and imposed upon the Development 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 Development; to encourage and secure the construction of attractive homes on the Lots; and in general, to provide adequately for a superior quality of improvements on the Lots, and thereby enhance the value of investments made by purchasers of the Lots. Restrictive Covenants and similar documents are private in scope and are not subject to governmental approval or enforcement.

ARTICLE IV
DURATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained run with and bind each and all of the Lots and will be binding on all parties and all persons claiming under them until 30 years after the recording date of this Declaration, at which time said covenants will be automatically extended for successive periods of ten

(10) years each, unless amended as provided below. 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 by not less than a 67% majority of the then Owners of the Lots (one vote per Lot) and recorded in the Office of the Fayette County Register; subject to the rights of Declarant noted in this document. For a period of 15 years, the Declaration cannot be amended without the written approval of the Declarant.

ARTICLE V
ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

The Declarant, Association or any Owner of any Lot (unless otherwise restricted in this Declaration) have the right to enforce, by any proceedings at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained 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 Declarant 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 to the Declarant or the Association, or for which the Declarant or the Association 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 will in no way affect any of the other covenants and restrictions herein or hereinafter contained, which shall remain in full force and effect.

Each Owner of any Lot in the Development, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Declarant or the Association to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Declarant be subject to any liability of any kind or nature whatsoever resulting out of any claim by any third party asserting that Declarant failed to enforce the same.

ARTICLE VI
RIGHTS OF DECLARANT

1. The Declarant reserves unto itself the right to impose additional specific restrictions upon any Lot in said Development at the time of sale by said Declarant 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 Declarant do not set a precedent for future construction.

2. Notwithstanding anything herein contained to the contrary, Declarant or its successors or assigns, reserves the right for a period of fifteen years from the date of the official recording hereof to unilaterally amend this Declaration of Protective Covenants and Restrictions and to re-record the Final Plat of Subdivision for any reason Declarant or its successors or assigns, in its sole discretion, deems necessary, including, but not limited to, to meet the requirements of any governmental agency, on the federal, state or local level; for the requirements of any mortgage lender; or for any reason Declarant or its successors or assigns, deems advisable for the orderly development of the Development, including, without limitation, the reduction of the minimum heated floor area of any single family residence, exclusive of porches and garages, to be constructed on a Lot, the deletion or reconfiguration of any one or more Lots then owned by Declarant or any of its members, its successors or assigns, and the realignment, and/or the relocation of easements for utilities or drainage purposes. No Lot Owner shall be required to execute or ratify the amendment and re-recording of the plat which Declarant or its successors or assigns amends and re-records for any purpose it deems fit. These rights are not assignable to the Association, but

are assignable, at Declarant's election, to any other party who purchases all or a majority of Declarant's Lots in the Development.

3. Neither Declarant nor the Association will be required to pursue enforcement of any alleged violation by an Owner of a Lot of a use restriction set forth herein. Any failure to so pursue by Declarant or the Association shall not serve as a waiver by Declarant or the Association of such violation, and Declarant or the Association shall have the right to enforce any use restriction herein which is violated by an Owner of a Lot, regardless of any prior election to not pursue enforcement thereof.

4. Except as otherwise specifically provided herein, the powers and duties of Declarant hereunder shall cease (a) thirty (30) years after the last recording of the Plat, or (b) when Declarant relinquishes its powers and duties to the Association, whichever occurs first, at which time the powers and duties previously vested in Declarant will automatically be vested in the Association (unless otherwise noted) and, notwithstanding any provision contained herein regarding the termination of the powers and duties vested in Declarant, all powers transferred to the Association shall not terminate so long as the Association is in existence.

5. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of the sale of said Lots, upon such portion of the Development as Declarant deems necessary, such facilities as, in the sole opinion of Declarant, 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, billboards, posters, and other advertising devices model units, and sales office.

ARTICLE VII
PROPERTY RIGHTS

1. **Owner's Easement of Enjoyment.** Every Owner has a perpetual and unrestricted right of ingress to its own Lot, which passes with title, and also has the right and easement of enjoyment in and to the Common Areas designated to its own Lot which are appurtenant to and will pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to permit the use of and adopt rules regulating the use and enjoyment of the Common Areas.

b. The right of the Association to suspend the voting rights and right to use Common Areas of an Owner for any period in which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws or rules for an infraction of its published rules and regulations.

c. The right of the Association to dedicate or transfer any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities, streets, or any similar purpose.

2. **Delegation of Use.** Any Owner may delegate, in accordance with the By-Laws of the Association, his rights of enjoyment of the Common Area and the facilities to parties who reside on that Owner's Lot and are either (a) Members of the Owner's family, or (b) contract purchasers.

3. **Parking Rights.** The use of private parking areas within the Common Area shall be for the temporary use by guests of Owners within the Development, together with additional terms and conditions with regard to such use, shall be subject to the Association rules as same are in effect from time to time. Said private parking areas within the Common Area are NOT for the permanent or continued use of Owners within the Development.

ARTICLE VIII
MORTGAGEE'S RIGHTS

Upon request, the Association shall make available to any Lot Owner and lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Bylaws, and other rules concerning the affairs and management of the Development, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

Upon request, the Association shall furnish, to any holder of a first mortgage, a financial statement for the Association's immediately preceding fiscal year.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Lot number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Common Areas or the Lot securing its mortgage;

(b) Any ninety (90) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

ARTICLE IX
COMMON EASEMENTS

1. **Easements of Encroachment.** There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Improvements adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of Improvements constructed, reconstructed or altered thereon, up to 6 inches from the property line.

2. **Pedestrian Use Easement.** The Plat depicts areas of private property with a pedestrian use easement upon the portions of private property. Said depiction shows the approximate location of the Pedestrian Use Easement. The actual limits of the easement shall be defined by the actual location of the sidewalk / path as installed by the Declarant or as required to be installed by the Declarant. The pedestrian use easement is granted to the Members of the Association and their guests, and its use is restricted to pedestrian uses. The Association will maintain liability insurance on all pedestrian use easements.

3. **Development Improvements Easement.** There is hereby reserved a general easement for all improvements (subdivision identification monuments, fences, landscaping, and walks) installed or required to be installed by the declarant in the location where such improvements are or will be made. Additionally, there is hereby reserved a general easement which grants the Declarant or his assigns the right to enter upon the Development or any portion thereof, including each individual Lot, which is now or hereafter made subject to this Declaration for the purpose of maintaining, replacing and enhancing said improvements.

4. **Emergency.** There is hereby reserved without further assent or permit, a general easement to all policemen and security guards employed by Declarant or Association, firemen, ambulance personnel, garbage collectors, postal workers, utility personnel, delivery service personnel and all similar persons to enter upon the Development or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties.

ARTICLE X
ARCHITECTURAL CONTROL

1. **Formation.** The Declarant or its assignee chosen by Declarant will function as the Architectural Control Committee until those powers are assigned to the Association.

2. **Intent.** Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the Development, all improvements to the Lots within the Development shall be reviewed and approved by the Architectural Control Committee (referred to herein as "Architectural Control Committee"), its representative, or committee duly appointed by 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, approve with conditions, or disapprove such design and site plan within thirty (30) working days after said plans have been submitted in accordance with rules and requirements established by the Architectural Control Committee, 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.

3. **Powers.** 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, landscaping 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.

With the exception of the Declarant, no structure of any kind or nature, or any fence, entranceway, gate or barrier shall be commenced, erected, placed, or permitted to remain on any of the Lots within the Development, 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. 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.

b. Proposed landscaping and hardscaping plans for the Lot.
c. Mailboxes and front / rear yard exterior light standards if desired, the design, material and location to be specified by the Architectural Control Committee.
d. 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.

The Architectural Control Committee has the right to charge for the review of plans, or require the applicant to pay an architect engaged by the Architectural Control Committee for review purposes.

4. **Initial Approval.** 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.

5. **Subsequent Approval.** Any subsequent changes, after the initially approved plans, (including existing structures or new structures), to the exterior colors and/or materials of any improvement located on each Lot, including, but not limited to, paint color, trim color, siding color, painted brick color, roof color, shutter materials and shutter color, must be approved in advance by the Architectural Control Committee or its designated representative.

6. **Violation.** 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 Declarant or the Association by its officers or directors shall have the right through its agents and employees to (a) enter upon such Lot and to take such steps as may be necessary to extinguish such violation, or (b) to seek an injunction in a court of competent jurisdiction to enjoin the continued violation, and in either event, 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.

7. **Right of Entry.** Any agent of Declarant or of the Architectural Control Committee may, at reasonable times, with notice, 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.

8. **Liability.** The Architectural Control Committee shall use its best efforts in the exercise of its duties; however, neither the Architectural Control Committee, its members nor the Association shall 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.

9. **Enforcement.** The Architectural Control Committee (and its successor or agents) 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.

Unless otherwise defined or directed by the Architectural Control Committee on an individual basis, the clauses contained in this Article X are enforceable between the Architectural Control Committee and the Lot Owners, but not from one Lot Owner to another. These clauses are subject to change by the Architectural Control Committee without notice to Lot Owners, and include other rights as assigned by the Declarant.

10. **Architectural Styles.** Subject to the review and approval of the Architectural Control Committee as to each proposed improvement, Architectural Styles and their modern deviations are approved or not as shown below.

STYLE	APPROVAL	STYLE	APPROVAL
Craftsman	Yes	Art Deco	None
Bungalow	Yes	Cape Cod	None
Federal	Yes	Contemporary	None
French Provincial	Yes	Creole	None
Georgian	Yes	Dutch Colonial	None
Gothic Revival	Yes	International	None
Greek Revival	Yes	Italianate	None
Queen Anne	Yes	Monterey	None
Regency	Yes	National	None
Shingle	Yes	Neoclassical	None
Shotgun	Yes	Prairie	None
Stick	Yes	Pueblo	None
Tudor	Yes	Ranch	None
Victorian	Yes	Saltbox	None
		Second Empire	None
		Shed	None
		Spanish Eclectic	None
		Split Level	None

11. **Building Standards.** No garage or accessory building door openings shall be taller than ten (10) feet. No accessory buildings of any type (storage, shed, shop, etc.) may be constructed or placed on any Lot without written approval of the Architectural Control Committee. All buildings and accessory structures erected upon said property shall be of new construction, no buildings or structures shall be moved from other locations onto said property and no subsequent buildings or structures, shall be constructed without the approval of the Architectural Control Committee or its designated representative. Any structures permitted to be built on site must be of the same materials as the home and, to the extent applicable, the roof, brick, siding, paint color, trim Color, and all other aspects of the accessory building must exactly match those of the home.

12. **Building Material Storage.** 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 alley without Declarant's permission. 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.

13. **Screening.** 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 other Lots or the roads. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

14. **Accessory Structures.** If a recessed swimming pool is built on a Lot, then the entire rear yard or the swimming pool must be enclosed by an approved fence with latching gates which can be locked pursuant to the local Building Code or Ordinance.

Accessory buildings, recreational structures including, without limitation, pool houses, swings, jungle gyms, doll houses, dog houses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of the Town of Rossville, and may be required to be screened by the Architectural Control Committee, and must be approved by Architectural Control Committee prior to commencement of construction. Among other factors, the location, type and size of the requested accessory building, recreational structure, or swimming pool will be taken into account when determining whether same will be approved or disapproved. Each Lot Owner will be responsible for maintaining all drainage patterns as set out in the approved construction drawings for this Development located at the Town of Rossville public works office.

In ground basketball goals must be approved by the Architectural Control Committee

15. **Landscaping.** Each Lot Owner shall be responsible for landscaping (in accordance with the standards established by the Architectural Control Committee) between the front of the residence and the road or Common Open Space prior to taking occupancy of the residence.

16. **Christmas Decorations.** All exterior Christmas decorations may be placed on the residence and on the Lot no earlier than thirty-five (35) days before Christmas and must be removed within fifteen (15) days after Christmas. Exterior decorations for all other holidays, including without limitation Halloween, may be placed on the residence and on the Lot no earlier than two (2) weeks prior thereto and must be removed within one (1) week thereafter the holiday.

ARTICLE XI:
PROVISIONS REGARDING BUILDERS

1. **Builder Approval.** In order to promote architectural compatibility, overall construction quality and to preserve the value of homes and land within the Development, all builders must be approved by the Declarant. The Declarant shall have the right to prohibit certain builders from constructing residences on any Lot at their sole discretion. Examples for which a builder may not be approved are the constructing of unapproved field modifications, inadequate response to Architectural Control Committee directions, and/or failure to comply with Architectural Committee requirements.

2. **Construction Debris and Trash Removal.** Each builder will be required to maintain a dumpster at the residence under construction. This dumpster shall be emptied periodically, but prior to the point that construction materials reach the upper rim. The required dumpster may be shared between two adjoining

builders and/or Owners, if said builders and Owners agree, and each shall be bound by the conditions noted herein.

3. **Daily Cleaning.** Each day, all construction sites are to be cleaned so as to facilitate a pleasing appearance to Owners and visitors and to eliminate any hazards for the visitors who may be touring through the various construction projects.

4. **Violations.** Violations will be subject to penalties of $100 per day and the Association also may have the violating site cleaned. In the event that the Association cleans violating site (or trash from the violating site) then Owner will be charged two times the direct cost charged for the site clean-up.

5. **Construction Material.** Construction materials shall be kept out of the public right-of-way at all times and stored on the subject property. Streets and service drives (alleys) adjacent to said property shall be kept open for circulation at all times. This is for the protection of all parties and to allow emergency vehicles direct access to any part within the Property.

6. **Blown Trash.** All wrappers, paper goods and light-weight building materials that may be blown onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis.

7. **Lunch Trash.** Workers utilizing parks and common areas for lunch or breaks shall remove all food wrappers, containers, etc., and deposit said debris in trash receptacles.

8. **Infrastructure.** Within the Development, there are numerous forms of infrastructure consisting potentially of curbs, streets, service drives, landscaping, street trees, street lights, sidewalks, irrigation systems, brick pads, benches, bridge, street furniture, walking paths, parks, trash receptacles, etc., as well as other improvements not necessarily enumerated above. The Builder and Owner are responsible for protecting the infrastructure adjacent to or within the subject property.

a. Damage to any infrastructure item will be repaired by the Association and back- charged to the Owner responsible at two times the direct cost and the Owner also may be fined.

b. Prior to commencing construction, the Owner must have webbing, or other protective measure, around street trees adjacent to or within the subject site. All construction materials are to be kept away from these trees during construction so as to prevent any damage. These trees are a valuable asset to each property as well as the overall Planned Development.

c. No builder, nor its employees or subcontractors or agents shall interfere with Declarant's contractors or its infrastructure construction.

9. **Construction Time.** No builder or subcontractor shall commence or perform construction work during hours prohibited by the Town's ordinance related to construction activity.

10. **Construction Audio Equipment and Noises.** No audio equipment (radios, tape decks, C.D. players) shall be utilized on construction sites on weekdays before 9:00 a.m. or after 5:00 p.m. Use of audio equipment on construction site is strictly prohibited on Saturdays and Sundays. Audio equipment shall not be played so loudly as to disturb nearby residents at any time. Offensive language or other potentially offensive noise (other than typical construction machinery or procedures) is strictly prohibited.

11. **Concrete Delivery and Disposal of Excess Material.** Concrete trucks are strictly prohibited from dumping any excess concrete anywhere within the Development (except for the Lot it was intended for) unless a designed area is defined by Declarant. Concrete which is accidentally spilled on sidewalks, curbs or asphalt paving must be removed by the responsible party immediately.

12. **Surveys and Construction Staking.** Each Builder and Owner is responsible for establishing property corners and construction staking. No tolerance will be allowed for improperly locating property lines or proposed improvements. An experienced and qualified licensed surveyor is required to survey the property and locate proposed improvements. The location of proposed improvements shall be double-checked prior to starting actual construction. Once the foundation is laid, the contractor's surveyor shall certify that all improvements are properly located. Any and all deviations shall be promptly corrected at that time. No exceptions will be allowed.

13. **Dump Sites.** There are no dump sites within the Development. All construction refuse and debris removed from the premises during and upon completion of construction shall be properly disposed of, outside of the boundaries of the Development.

A fine of One Thousand Dollars ($1,000.00) per occurrence may be imposed by Declarant, or if Declarant's rights have been terminated as provided herein, by the Association, on anyone dumping debris on any portion of the Development. This fine shall accrue to the Lot from which the debris originated and a lien shall be filed on said Lot. The workman and company responsible for depositing such debris may at the choice of the Declarant be prohibited from future work in the Development.

14. **Protection of Adjacent Property.** When construction is to begin, the contractor is required to put up a solid black silt fence along the entire Lot line separating the proposed construction site from adjoining properties. This fence shall be maintained by the builder throughout construction and every effort must be made to keep any construction debris off of the adjacent property. The contractor shall not utilize the adjoining property in any manner unless prior approval and conditions have been granted by the adjacent Lot Owner.

15. **Erosion Control.** 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 said builder or contractor. 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. The Lot Owner shall initially establish and maintain a fully sodded property at the time of construction completion.

16. **Port-A-John.** Each builder is responsible for his own Port-A-John or for making arrangements with nearby builders to share a unit between several construction sites. The Port-A- John shall be maintained on a regular basis and located at the rear of the construction site and the door of the Port-A-John shall not face any street, sidewalk or other public right-of-way.

17. **Sidewalks.** Each Lot Owner is responsible for the installation of the sidewalk in front of the house if not already installed by the Declarant. In the event that the Declarant has already installed said sidewalk on the Lot Owner's lot then such Lot Owner shall be responsible for repairs due to damage occurring during home construction to said sidewalk.

18. **Owners' Responsibility.** The Owner of any Lot is responsible for any violation of this Article XI which results from work being performed on or about its Lot, whether such violation is caused by the Owner or its contractor, builder or other agents performing work for or on behalf of Owner. All obligations imposed on builders or other third parties relating to work done on a Lot is also the responsibility of the Owner of that Lot, and the Owner is liable for all costs, fines, penalties and other remedies available to the Declarant or the Association, or where applicable, to other Lot Owners.

ARTICLE XII
PROTECTIVE COVENANTS AND RESTRICTIONS

1. Uses Allowed. All Lots in the Development are hereby restricted to private residential dwellings for residential use except for the Lots designated on the Plat as Common Areas. All of such Lots shall be known and described as single family residential Lots and are not to be re-subdivided into smaller lots. 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 Lot at any time as a residence, either temporarily or permanently.

2. Square Footage. The minimum square footage for a residence shall be determined by the Architectural Control Committee, which may set different standards depending on Lot configuration and other factors.

3. Building Standards. No structure shall be erected, placed, altered, or permitted to remain on any Lot in this Development other than one single-family detached dwelling of not more than two (2) stories in height plus roof, with a minimum of one private 2-car garage. Lofts over a garage are not considered by this document as a living unit. Accessory structures are allowed to the extent that the Town of Rossville allows same once a house has been built on the Lot and the structure has been approved in writing by the Architectural Control Committee or its designated representative.

4. Uncompleted Construction. Any dwelling shall have a certificate of occupancy issued by the Town of Rossville 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 Declarant until the dwelling is issued a certificate of occupancy. If such pre-pour inspection of the foundation is not obtained or the date is unknown, the 270-day time period shall commence to run on the date the building permit is issued to construct improvements upon the Property. The Architectural Control Committee shall, in its sole discretion, shall have the ability to lengthen the time for issuance of a certificate of occupancy to be issued.

5. Trash. 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. 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 Declarant 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 is prohibited.

6. Accessory Structures & Local Code. Accessory buildings, recreational structures including, without limitation, pool houses, swings, basketball goals, jungle gyms, doll houses, dog houses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of the Town of Rossville. Each Lot Owner will be responsible for maintaining all drainage patterns as set out in the approved construction drawings for this Development located at the Town of Rossville public works office.

7. **Location of Accessory Structures.** 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 side or front building line of the principal building without the prior written consent of the Architectural Control Committee.

8. **Electric Service.** 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 or on the front of the house.

9. **Satellite Dishes.** 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 24" in diameter, if located out of public view, shall be placed, allowed, or maintained upon any Lot or upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property.

10. **Flagpoles.** Any non-attached flagpole erected upon an Owner's property may not exceed fifteen (15) feet in height and must conform to the ordinances of the Town of Rossville. The location of the flagpole must be approved by the Architectural Control Committee.

11. **Exterior Lighting.** All exterior lighting on a Lot, including, but not limited to, landscape lighting, is subject to the rules of the Architectural Control Committee. Said lighting on each Lot shall be constructed and maintained so as to provide such illumination as is necessary for that Lot only, and shall be installed/directed so as to avoid glare and excessive spillage on adjacent properties or streets.

12. **Fencing.** No fences, walls or other such features shall be erected on any Lot without the prior written approval of the Architectural Control Committee. Fences are to be constructed in accordance with the ordinances of the Town of Rossville and with the Architectural Control Committee. The Architectural Control Committee will provide a fence detail upon request. No chain-link or wire fence is allowed between Lot Owners.

13. **Driveway Material.** All driveways and flatwork finishes shall be approved by the Architectural Control Committee.

14. **Lawns.** All lawns must be solid sodded, except as expressly approved by the Architectural Control Committee.

15. **Pets.** No animals, livestock, poultry of any kind shall be raised, bred, pastured or maintained on any Lot except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any other purpose or use. No such household pets shall be permitted to the extent they become a nuisance to neighboring Lot Owners. All permitted pets shall be kept on leashes at all times when any such pet is not confined by a fence or pen. A Lot Owner shall promptly remove all pet waste from such Lot Owner's Lot and from any other Lot Owner's Lot and / or the Common Areas. Violation of either of the foregoing restrictions shall result in a penalty or additional assessment against the Lot of such Lot Owner in the amount of One Hundred and no/100 Dollars ($100.00) for each occurrence by the Association.

16. **Tree Removal.** No tree larger than eight (8) inches in diameter measured thirty six (36) inches from the grade shall be removed without the approval of the Architectural Control Committee, unless it is dead or poses a threat to the safety and health of the occupants of a Lot or the adjacent Lots.

17. **House and Lot Maintenance.** Each Lot Owner shall be responsible for the interior and exterior

maintenance of his Lot and improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, mailboxes, street lights, private drives, plumbing and electrical repairs. All grass, weeds, vegetation and/or debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. All Lots shall, at all times, be kept free and clear of dead trees, shrubs, vines, plants and other vegetation. In the event an Owner of any Lot shall fail to maintain his or her Lot and the improvements thereon in a manner as required by these covenants, as reasonably determined by the Architectural Control Committee, the Architectural Control Committee shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the assessment of that Lot. Additionally, each Owner shall be responsible for the maintenance and repair of the public curb and gutter (if any) adjoining or contiguous to the Owner's Lot which may be damaged during any construction or improvement activity on said Lot. The cost of said maintenance, expenses and attorney's fees shall be a binding obligation of the Owner, as well as a lien on the Lot in question upon recording of a notice of lien with the Register's Office of Fayette County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorney's fees and interest from the date of any expenditure at the maximum legal rate of interest.

18. Warranties. The purchaser of a vacant Lot, or in the case of the Common Area of the Association, shall accept same in its existing condition, no warranties or representations having been made by the Declarant or its designated representative which are not expressly stated herein. The Declarant shall convey the Lots and the Common Area as is, where is, and with all faults. The acquirer of any property within the Development agrees to indemnify and hold the Declarant, its successors or assigns harmless against any claim, liability, damage or cost in connection with the development of the property or any Lot. The Owner of any property within the Development shall, in the development of the property or Lot and thereafter, provide adequate drainage so as not to adversely affect such property or Lots adjacent thereto before, during and after construction. The Development may be filled land or partially filled land. The Declarant shall not be responsible for any trees that die. The Declarant shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of said Development. The Declarant makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned Lots since said inundation can be expected with rainfall which exceeds the design standards.

19. Garden Location. Any vegetable gardens shall be located no closer to the public street than the rear of the house, within a fenced area, except for any garden allowed in a Common Area by the Association.

20. Statuary. All statuary, monuments and similar decorations intended to be placed in a yard or wherever they can be seen from off the Lot upon which they are located must be approved in advance by the Architectural Control Committee or its designated representative.

21. Sidewalks. Sidewalks shall be installed by the Lot Owner in accordance with the ordinances and regulations of the Town of Rossville and are to be installed when the residence is constructed. Should a Lot Owner not have installed the required sidewalk(s) when required by the Association, then the Association will collect from the Lot Owner the cost required to ensure the future construction of the sidewalk. Should the Lot Owner refuse to do so, then the Association shall have the right to file a lien on the property or sue for ten (10) times the cost of the sidewalk. Upon the Lot closing, the Owner shall be responsible for the maintenance and repair of the curb and gutter along the frontage of their Lot. If the Owner fails to maintain or repair the curb and gutter in a timely manner, then the Association or its designated representative shall have the right to file a lien on the property and/or sue for ten (10) times the cost of the curb and gutter.

22. Signage. 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. 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 on each of two sides. Political signs may be placed on 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. No sign advertising the property "for rent" or "for lease", or any other sign, of any nature, may be placed upon an Owner's property or in an Owner's property except for the standard size signs used by Realtors, subject to the size limitations set out in this Article XII, Section 22.

23. **Prohibited Uses.** 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. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, excessive noise from barking dogs, equipment or trailers, except while engaged in construction on a Lot. No animals, livestock or poultry of any kind shall be permitted on any of said Lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash. The Declarant shall determine in their sole discretion whether an Owner is in violation of this section.

24. **Noise.** No Owner shall cause or allow any use on his Lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, dogs whose loud and frequent barking, whining or howling disturbs other Lot Owners, exterior music systems or public address systems, and other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lots. The Declarant shall determine in their sole discretion whether an Owner is in violation of this section.

25. **Air Quality.** No Owner shall permit or cause the escape of such quantities of dense smoke, soot, cinders, noxious acids, fumes, dust, or gasses as to interfere with the use and enjoyment by other Owners of their Lots.

26. **Home Business.** No house or other structure on any Lot shall be used for any business or commercial purpose, except for small business owned by the Lot Owner, that are allowed by local zoning ordinances. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment or discomfort or annoyance to the neighborhood. No noxious, offensive or illegal activity shall be carried out upon any Lot.

27. **Hobbies.** The pursuit of hobbies or other inherently dangerous activities including without limitation the assembly and disassembly of motor vehicles or other mechanical devises, the shooting of firearms, fireworks, or other pyrotechnic devices of any type or size, and other such activities shall not be allowed upon any Lot.

28. **Lot Transfer.** 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 Plat and the terms of these Declarations.

29. **Lot Boundaries.** If one or more contiguous Lots are owned by the same Owner, they may be combined upon the consent of the Declarant for the purpose of placing approved Improvements thereon, but individual Lots may not be re-subdivided so as to create a smaller area than originally deeded to an Owner and as shown on the Plat without the consent of the Declarant.

30. **Governmental Codes.** Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any

provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

31. Parking. No commercial or recreational vehicles, including, but not limited to, trucks, vans, utility vehicles, boats, campers, and trailers shall be parked on the public streets, service drives or private parking adjacent to the service drives and must be kept in the garage. Only passenger vehicles (excluding commercial and recreational vehicles containing sleeping space) which have current registration and are in a condition so as to be lawfully operated on public streets may be parked on those parts of driveways in the rear of the property. No vehicle of any type or nature with a "for sale" sign affixed thereon or therein may be parked on the public streets, service drives or private parking adjacent to the service drives or on driveways in the rear of the property. No vehicle of any nature or type that is not in operating condition or appropriately licensed may be parked on the public streets or within the Development. Vehicles in violation are subject to being towed at the Owner's expense.

32. Boats. Boats must be stored in enclosed areas and must not be visible from neighboring Lots, Streets, Service Drives or Common Areas.

33. Full Force. Invalidation of any of these covenants, limitations, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

34. Obligation of Declarant and Association. Neither the Declarant, the Architectural Control Committee nor the Association shall be required to pursue enforcement of any alleged violation by an Owner of a Lot of a use restriction set forth herein. Any failure to so pursue by the Declarant, the Architectural Control Committee or the Association shall not serve as a waiver by the Declarant or the Association of such violation, and the Declarant, the Architectural Control Committee or the Association shall have the right to enforce any use restriction herein which is violated by an Owner of a Lot, regardless of any prior election to not pursue enforcement thereof.

Declarant

Lafayette Station, LLC

By: _____
Douglas C. Swink

18004398

17 PGS:AL-RESTRICTIVE COVENANTS	
BUDDY BATCH: 93839	
07/26/2018 - 02:15 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	85.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	87.00

STATE OF TENNESSEE, FAYETTE COUNTY
SISSY DOWDLE
REGISTER OF DEEDS

State of Tennessee
County of Fayette

On this 25th day of July, 2018, 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 President of Lafayette Station, LLC, a Tennessee limited liability company, the within named bargainor, and who further acknowledged that, being duly authorized, he executed the forgoing instrument for the purposes therein contained on behalf of said company by signing the name of the corporation, by himself as such officer.

Witness my hand and official seal at office, this the 25th day of July, 2018.

Notary Public: _____
My Commission Expires: My Commission Expires September 4, 2019

BRANDON HARDY
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY