

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR

*Bonne Terre*

THIS DECLARATION is made, published and declared this 7<sup>th</sup> day of July, 2003, by Renaissance Development Company, a Tennessee General Partnership comprised of Douglas C. Swink and William S. Ollar (the "Declarant" or "Developer") and any and all persons, firms or corporations hereinafter acquiring any of the within described property:

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

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

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

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

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

## ARTICLE I

### DEFINITIONS

1. "Declarant" shall mean Renaissance Development Company with offices at 104 Timber Creek Drive, Suite 100, Cordova, Tennessee, 38018, its successors and assigns. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.
2. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.
3. "Lots" shall mean and refer to the lots of land designated and shown on recorded Final Plan of subdivision of Bonne Terre 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 Bonne Terre, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.
5. "Person" means and individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
6. "Property" or "Properties" shall mean that real property being each lot contained within Bonne Terre as recorded in the Register's office of Fayette County.
7. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots.

## ARTICLE II

### PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

The real property described as Bonne Terre, 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 said Bonne Terre are referred to hereinafter collectively as the "Development".

## ARTICLE III

### PURPOSE OF PROTECTIVE COVENANTS AND RESTRICTIONS

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

## ARTICLE IV

### DURATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

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

## ARTICLE V

### ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

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

## ARTICLE VI

### SPECIFIC RESTRICTIONS

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

## ARTICLE VI

### PROTECTIVE COVENANTS AND RESTRICTIONS

1. Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the subdivision, all improvements to the Lots within Bonne Terre shall be reviewed and approved by the Bonne Terre Architectural Control Committee (referred to herein as "Architectural Control Committee") , its representative, or committee duly appointed by said Architectural Control Committee. Said Architectural Control Committee shall consist of all of the members of Renaissance Development Company (Developer) and Mr. James Clay Hall (or their appointed representative, successor or heirs). Mr. Douglas C. Swink (or his successor) shall serve as chairman of said Architectural Control Committee. This covenant shall not be construed to govern the interior design of dwellings nor shall any approval be

unreasonably or arbitrarily withheld, in the event that the Architectural Control Committee, or its representative, fails to approve or disapprove such design and site plan within thirty (30) working days after said plans have been submitted, such approval will not be required and this covenant shall be deemed to have been fully complied with.

a. With the exception of the Developer, no structure of any kind or nature, or any fence, entranceway, gate or barrier shall be commenced, erected, placed, or permitted to remain on any of the Lots within Bonne Terre, 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, electric service, wells, septic interceptor boxes and drain fields, ponds, decks, air conditioning equipment, refuse storage and screening; and

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

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

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

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

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

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

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

c. If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and unless deemed acceptable or appropriate upon written notice from the Architectural Control Committee any such structure, fence, hardscape or barrier so altered, erected, placed or maintain upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. 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 Architectural Control Committee shall have the right through its agents and employees to enter upon such Parcel 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. In the case of unauthorized clearing of trees, modification of natural geology or the creation of any violation of these Covenants and Restrictions that is of such a permanent nature that it cannot be reasonably undone, the Architectural Control Committee shall have the right to replant trees of a size that would normally survive transplanting, of a type and number considered equal to that vegetation removed, or to assign mitigation planting to the Lot Owner as a form of remedy, or to do other such practical acts as necessary to undo such permanent harms and bad effects upon the Covenants and Restrictions, and to assign all costs of same, including the administration cost thereof, to the Lot Owner in question.

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

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

f. The Architectural Control Committee or any Owner of any Lot contained within Bonne Terre shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

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

2. All lots in Bonne Terre are hereby restricted to private residential dwellings for residential use. All of such lots shall be known and described as single family residential lots and are not to be re-subdivided into smaller lots without the prior written approval of the Developer. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of temporary character shall be used on any portion of said Property at any time as a permanent residence, either temporarily or permanently.
3. The minimum square footage for a residence shall be 3,000 heated and cooled square feet if a one-story residence. A one and one-half or two-story residence shall have at least 3,000 heated and cooled square feet and shall, additionally, have at least 1,700 square feet on the ground floor. The Architectural Control Committee shall, in its sole discretion, have the ability to vary the minimum square footage.
4. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Developer to maintain, during the period of the sale of said Lots, upon such portion of the premises as Developer deems necessary, such facilities as, in the sole opinion of Developer, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units, and sales office.
5. Construction of any dwelling, once begun, shall be completed within two hundred seventy (270) days of the date its foundation is inspected for conformity with required setbacks by personnel of the governmental authority having jurisdiction, and failure to comply with this condition shall result in a payment by the Lot Owner of \$50.00 per day to the Developer until the dwelling is completed. The Developer shall, in its sole discretion, have the ability to lengthen the time for completion.
6. No building material of any kind or character shall be placed or stored upon any lots until the owner is ready to commence construction. Building materials shall not be placed or stored in the street right-of-way or within 30 feet of the edge of the road pavement. Contractors performing work shall have placed on the lot a commercial refuse container for holding all construction refuse and construction sites shall be cleaned prior to each weekend during all phases of building construction or remodeling. Owner's conducting remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of trash, brush 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 Cherry Wythe Farms Architectural Review Committee.
8. The presently required building setbacks, as shown and noted on the Final Plat, are subject to change, either by (1) amendment of Fayette County Zoning Resolution, (2) because of an extension of public sanitary sewer into the subdivision or (3) by attachment of a municipal jurisdiction resulting from annexation or incorporation. In no event, however, shall such change necessitate the recording of a revised plat or cause any building, conforming to the protective covenants at the time of its erection or placement, to be thereafter considered in violation of the covenants.
9. All residences must have an enclosed garage for vehicle parking. Any garage built in a location on the lot where it can be seen from any public street abutting the lot, must be enclosed and must have a door(s) which, when closed, will screen the interior of the garage from public view from all such public streets abutting the lot. No front loading garages shall be allowed. Carports and freestanding canopies of any kind are not permitted without the prior written approval of the Architectural Control Committee.

10. No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, all terrain vehicles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the roads.
11. All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighbors or the roads. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
12. All secondary electric service lines shall be run underground from its primary source to the residence and/or any outbuildings at the owner's sole expense. Gas meters shall not be located at the front of a residence. Propane tanks larger than 10 gallons are not permitted on any lot unless buried.
13. Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas or satellite dishes of any sort with the exception of a satellite dish no larger than 18" in diameter, if located out of public view, shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property.
14. Exterior security lighting shall be directed toward the ground and not toward adjacent parcels or the roads.
15. No fences, walls or other such features shall be erected on any lot without the prior written approval of the Architectural Control Committee.
16. All driveways shall be of a concrete surface for the first twenty (25) feet behind the street right-of-way. 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. No standing or partially standing trees which are obviously dying or dead shall be allowed to remain on the property if visible from the public roadways or if located within thirty (30) feet of any road right-of-way. If a Lot Owner fails to remove said tree or trees, within thirty (30) days of written notification from the Developer, the Developer may, at its option, go onto the parcel, remove said tree or trees and assess the cost against the Lot owner.
18. 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.
19. 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.

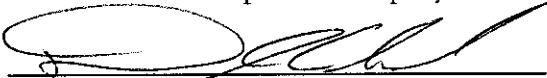
20. Perpetual easements for utility and drainage are reserved as shown on the Final Plat recorded in Register's office of Fayette County. No owner shall, within any such easement areas or at other locations whether within or without designated areas, place or permit any structures, fencing, plants or 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.
21. Each lot owner is prohibited from obstructing the free flow of water drainage, or diverting or changing such drainage in any manner, which may result in damage to any other lot owner. If a Lot Owner shall propose to establish a body of water upon any lot, the owner shall have said body of water designed by a licensed engineer experienced in the field of hydrology and shall submit said design to the Developer for approval. Submittal shall contain a statement from the engineer that the watershed provided by existing drainage conditions are adequate to provide water to the body of water under development.
22. All swimming pools must be sunken in the ground. No above ground pools will be permitted.
23. 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.
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. Bonne Terre is not serviced by an overall sewer or water system. Each Lot owner shall be responsible for the installation and maintenance of a well and an individual septic system or sewer system which shall be approved by the local health authorities.
26. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except horses, 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. Horses shall be pastured at a total population of no more than 2 live horses and one yearling colt per 2 acres of fenced, open, treeless pastureland. Woodlands shall not be cleared for any purpose without the approval of the Architectural Control Committee, and shall never be cleared or reduced in size for the purpose of expansion of grassland pasture for equestrian feeding.
28. Horses shall be kept so as not cause the decimation of pasturelands and any ruts, trails or animal induced erosion shall be promptly repaired by the Owner.
29. Animal waste. Horse manure shall be gleaned from the fields where horses stand regularly or from confined spaces where they are kept no less than weekly and shall be placed in suitable manure holding piles or



composting pits away from property lines, buildings, drives and roads. Manure shall not be allowed to leach into stormwater run off.

30. No commercial sign of any kind or in any form shall be located on any lot or in the street right-of-way, except a single sign not larger than six (6) square feet advertising real estate for sale or rent. The Developer reserves the right to place such signs, billboards, posters, and other advertising devices as it deems appropriate within the subdivision in accordance with Fayette County Zoning Regulations, until all lots in the subdivision have been sold by said Developer. No political sign, poster or other standard or banner shall be placed in a visible location on any lot that is larger than four (6) square feet in total area. Political signs may be placed in lots no earlier than 3 weeks 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.
31. 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.
32. 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 Bonne Terre as recorded in the Register's Office of Fayette County.
33. 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 Bonne Terre.

Renaissance Development Company



Douglas C. Swink, Partner

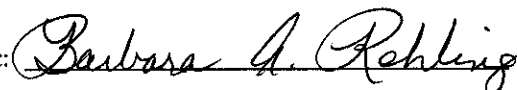
Renaissance Development Company



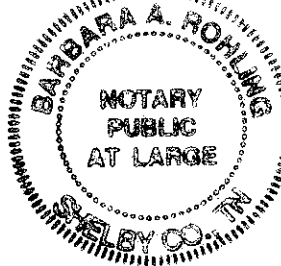
William S. Ollar, Partner

State of Tennessee – County of Shelby

On this 7<sup>th</sup> day of July, 2003, before me personally appeared Douglas C. Swink, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.


Notary Public: 

My Commission Expires: My Commission Expires 6-07-2006

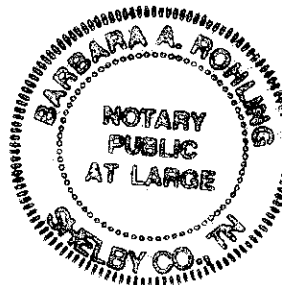


State of Tennessee – County of Shelby

On this 7<sup>th</sup> day of July, 2003, before me personally appeared William S. Ollar, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public: 

My Commission Expires: My Commission Expires 6-07-2006



BK/PG:D680/900-909

**03043643**

10 PGS : AL - RESTRICTIVE COVENANTS

ED BATCH: 729

07/14/2003 - 09:05 AM

VALUE	0.00
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MORTGAGE TAX	0.00
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TRANSFER TAX	0.00
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RECORDING FEE	50.00
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DP FEE	2.00
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REGISTER'S FEE	0.00
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TOTAL AMOUNT	52.00
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STATE OF TENNESSEE, FAYETTE COUNTY

**EDWARD PATTAT**  
REGISTER OF DEEDS