

Prepared by and return to:
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Canterbury Manor

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR CANTERBURY MANOR SUBDIVISION- PHASE III LOTS 69 THROUGH 91

THIS DECLARATION is made, published and declared this 31st day of March, 2026, by the “Declarant” or “Developer” and any and all persons, firms or corporations hereinafter acquiring any of the within described property:

WHEREAS, the Declarant is the fee simple owner of real property described as “Canterbury Manor Phase III” 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 “Canterbury Manor Phase III” into residential estate parcels; and

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

WHEREAS, the Developer has caused a plat of the Property to be prepared and recorded at Plat Book 12, Page 144 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 Canterbury Manor Phase III shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Plat), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I
DEFINITIONS

1. "Declarant" shall mean Renaissance Developments, LLC, 3157 US Highway 64, Suite 200, Eads, Tennessee 38028, their successors and assigns. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.
2. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.
3. "Lots" shall mean and refer to the lots of land designated and shown on the recorded Final Plan of subdivision of Canterbury Manor Phase III as recorded in the Register's office of Fayette County, Tennessee.
4. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Canterbury Manor Phase III, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.
5. "Association" shall mean and refer to Canterbury Manor III Homeowners' Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are, or shall be, recorded in the Register's Office of Fayette County, Tennessee.
6. "Person" means and individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.
7. "Property" or "Properties" shall mean that real property being each lot contained within Canterbury Manor Phase III as recorded in the Register's office of Fayette County.
8. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots.

ARTICLE II
PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

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

ARTICLE III
PURPOSE OF PROTECTIVE COVENANTS AND RESTRICTIONS

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

ARTICLE IV
DURATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

The conditions, restrictions, covenants, reservations and easements herein contained shall run with and bind each and all of the lots of said subdivision and shall be binding on all parties and all persons claiming under them until January 1, 2056, at which time said covenants shall be automatically extended for successive periods of ten (10) years each. These conditions, restrictions, covenants, reservations and easements, or any one or more of them may be amended, prior to and on such date, by an instrument duly executed and notarized by not less than a simple (1/2+1) majority of the then owners of such lots (one vote per lot) and recorded in the Office of the Fayette County Register; however, these covenants and restrictions may be altered or amended by the Developer, or its assigns or successors by written instrument duly executed and notarized and recorded in the Fayette County Register's Office without the prior approval of any owner of any lot in said subdivision as long as the Developer retains ownership of any lot or lots in said subdivision or retains a majority of votes (as set out above) which from time to time is entitled to vote in the Association, as provided in the Bylaws thereof, including votes arising from Future Phases, as provided in said Bylaws. 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 Developer, Association and / or any owner of any lot in said subdivision shall have the right to enforce, by any proceedings at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any lot in said subdivision against any person or persons violating or attempting to violate any of said conditions, restrictions, covenants, reservations and easements; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by any owner to enforce any of such conditions, restrictions, covenants, reservations and easements shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of the covenants or restrictions or other provisions herein or hereinafter contained by judgement or court order shall in no way affect any of the other covenants and restrictions herein or hereinafter contained which shall remain in full force and effect.

ARTICLE VI
RIGHTS OF DECLARANT

1. 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.
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, but under no circumstances before any development bond or similar security instrument securing the Declarant's orderly development of this phase of the subdivision has been properly released by the appropriate governmental parties. Upon the occurrence of these events, 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 ARCHITECTURAL CONTROL

Architectural control - to promote architectural compatibility and to preserve the value of homes and land within the subdivision, all improvements to the Lots within Canterbury Manor Subdivision- Phase III shall be reviewed and approved by The Canterbury Manor 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 Developments, LLC or its successor or assigns and may consist of such other parties as the Developer may designate. 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.

Initial Approval. In the event that the Architectural Control Committee, or its representative, fails to approve or disapprove such design and site plan within thirty (30) working days after said plans have been submitted, such approval will not be required and this covenant shall be deemed to have been fully complied with. For the purpose of this provision, the term "working days" shall mean Monday through Friday, but excluding any Federal Holidays. The Architectural Control Committee may, at its sole discretion, delegate its obligations, duties, and functions to a third party and in the event of such delegation, said third party shall be vested with the same authority and powers as the Architectural Control Committee as set out herein. The Architectural Control Committee may, at its discretion, retain the services of a third

party to assist in the performance of its obligations, duties and functions arising hereunder.

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.

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

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

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

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

Said site plan shall also show the minimum interior heated and cooled area of a single family dwelling, exclusive of open porches and garages, to be 2,600 square feet for a one story dwelling or the minimum interior heated and cooled area for a one and a half story or two story dwelling to be 3,200 square feet and shall additionally have at least 2,200 square feet on the ground floor provided, however, the Architectural Control committee shall have the right to vary the minimum square footage requirement for any Lot for the orderly development of and integrity of Canterbury Manor Phase III; and

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

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

Where a drainage pipe may be required for a driveway, a masonry head wall of decorative stone used in the theme of the development or brick which matches the residence on the Lot shall be required on each end of the drive culvert at the lot entranceway and the design, material and location must be approved by the Architectural Control Committee. No lot shall have a private drainage structure within its boundaries, excluding public right of ways, greater than 6 inches in internal diameter unless it is provided with child guards to prevent small children from being carried into the culvert by force of water. ; and

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

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

2. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) working days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.
3. If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and unless deemed acceptable or appropriate upon written notice from the Architectural Control Committee any such structure, fence, hardscape or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and such use shall be terminated so as to extinguish such violation. If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Developer or the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of Fayette County, Tennessee for all costs thereof and for any fines levied against the Owner's Lot pursuant to the Association's duly adopted enforcement policies, such costs to include administrative costs for enforcement..
4. Any agent of Developer or of the Architectural Control Committee may, at reasonable times, enter upon and observe any Lot and any improvements thereon for the purposes of ascertaining whether

the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or observation.

5. The Architectural Control Committee shall use its best efforts in the exercise of its duties; however, the Committee, and its members shall not be liable for any decision made in the exercise of its duties, or for any comments, suggestions and/or redesigns resulting from the Design Review Process.
6. The Architectural Control Committee shall have the right to enforce by any proceeding at law or in equity all architectural conditions and restrictions placed upon any Lot against any person or persons violating or attempting to violate any of said conditions or restrictions; either to restrain violation or to recover damages for any such violation including, but not limited to, reasonable attorney fees and court costs. Failure by the Architectural Control Committee to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.
7. Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.
8. Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

ARTICLE VIII

PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

1. All homes within Canterbury Manor Phase III shall be constructed or supervised by a licensed and registered builder with the State of Tennessee.
2. All lots in Canterbury Manor Phase III 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 residence, either temporarily or permanently.

No garage or accessory building door openings shall be taller than twelve (12) 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.

3. The minimum square footage for a residence shall be 2,600 heated and cooled square feet if a one-story residence. A one and one-half or two-story residence shall have at least 3,200 heated and cooled square feet and shall, additionally, have at least 2,200 square feet on the ground floor. The Architectural Control Committee shall, in its sole discretion, have the ability to vary the minimum square footage.
4. MOVED TO ARTICLE VI Section 5.
5. All dwellings shall have a certificate of occupancy issued by the Fayette County Department of Code Enforcement or other entity which may possess the legal authority to issue such a certificate within two hundred seventy (270) days from the date an engineering firm performs the pre-pour inspection of the foundation, and failure to comply with this condition shall result in a payment by the Lot Owner of \$50.00 per day as liquidated damages to the Developer until the dwelling is issued a certificate of occupancy. Developer has a right to file a lien for these damages. If such pre-pour inspection of the foundation is not obtained, the 270-day time period shall commence to run on the date the building permit is issued to construct improvements upon the Property. The Developer shall, in its sole discretion, have the ability to lengthen the time for issuance of a certificate of occupancy to be issued.
6. No building material of any kind or character shall be placed or stored upon any lots until the owner is ready to commence construction. Building materials shall not be placed or stored in the street right-of-way or within 30 feet of the edge of the road pavement. Contractors performing work shall have placed on the lot a commercial refuse container, once framing of the structure has begun, for holding all construction refuse. Construction sites shall be cleaned prior to each weekend during all Phases of building construction or remodeling. If a lot owner fails to comply with this condition within ten (10) days after written notice to the last known address of such lot owner, the Developer may perform such maintenance and recover the cost thereof from the lot owner, including reasonable collection and attorney's fees. Owner's conduction remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of household trash or refuse is prohibited. Burning of trees, brush and construction materials (wooden materials only) is allowed during the initial clearing of house site and during initial stages of house construction with a Fayette County permit. Only small, controlled burns are allowed if there is no imminent danger to the development, other construction sites or private residences.
7. All buildings, including any freestanding buildings or other structures erected, shall conform to the applicable setback requirements of the zoning law having jurisdiction, provided, additionally, that on no lot shall any structure or accessory building be located nearer to the street than the rear building line of the principal building without the prior written consent of The Canterbury Manor 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 one or more private, fully-enclosed garage(s) which will accommodate a minimum of three (3), but not more than five (5) automobiles for vehicle parking in total. No principle

front loading garages shall be allowed. Detached secondary garages may face the public street with written approval from the Architectural Control Committee. Carports and freestanding canopies of any kind are not permitted without the prior written approval of the Architectural Control Committee.

10. No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, motorhomes, camping trailers, motorcycles, all terrain vehicles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the public streets (as determined by the Architectural Control Committee).
11. All equipment, utility meters, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighbors or the roads. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
12. All secondary electric service lines shall be run underground from its primary source to the residence and/or any outbuildings at the owner's sole expense. Electric meters shall be placed adjacent to the residence and not located at the public streets. Gas meters shall be located adjacent to the residence.
13. Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas or satellite dishes of any sort with the exception of a satellite dish no larger than 18" in diameter, if located out of public view, shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property.
14. Exterior security lighting shall be directed toward the ground and not toward adjacent parcels or the roads.
15. No fences, walls or other such features shall be erected on any lot without the prior written approval of the Architectural Control Committee. Fences constructed along side property lines may extend from the rear of the property to the front corner of the residence. Fences along side property lines may extend past the front corner of the residence towards the road only with the express written approval of the Architectural Control Committee, at its sole discretion. Fences constructed along any property line shall be in conformance with the accepted fence design for Canterbury Manor Subdivision. Privacy fences shall not be permitted along the property lines of each Lot without the express written approval of the Architectural Control Committee. Privacy fences may be approved on the interior of the property for the purpose of screening a portion of the property around pools, gardens, etc.
16. All driveways shall be of a concrete surface. Any security gate installed by any Lot owner on any Lot must meet the requirements of the fire code of Fayette County and shall be configured to allow two standard size automobiles to enter the drive without blocking the public roadway.
17. In order to preserve the natural beauty of the development, no tree larger than eight (8) inches in diameter measured twelve (12) inches from the grade shall be removed, unless it is dead and poses a threat to the safety and health of the individuals residing in the residence, without the approval of the Architectural Control Committee. Each Lot owner shall be responsible for planting a minimum of two deciduous trees (three inches in caliper) between the front of the residence and the road prior to taking occupancy of the residence.
18. The owner of each lot(s) shall be responsible and held liable for maintaining, whether or not any improvements have been made thereon, the condition of his/its lot(s), including but in no way limited to, clearing of any trash or litter, having the grass cut to a reasonable length and keeping the property in a

general state of repair so as not to disturb or aesthetically offend the character of the surrounding lots. If a lot owner fails to comply with this condition within ten (10) days after written notice to the last known address of such lot owner, the Developer may perform such maintenance and recover the cost thereof from the lot owner, including reasonable collection and attorney's fees.

19. Perpetual easements for utility and drainage are reserved as shown on the Final Plat recorded in the 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 or temporary storage of stormwater 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 or an adjacent lot. The easement area and drainage facilities on each lot shall be maintained continuously by the owner of such lot.
20. All swimming pools must be sunken in the ground. No above ground pools will be permitted.
21. All vegetable gardens shall be located no closer to the street than the rear of the house.
22. It shall be the sole responsibility of the lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to determine if erosion control measures including, but not limited to, silt fencing may be required to comply with all local, state and federal ordinances, laws, rules and regulations. If such erosion control measures are required then, in that event, it shall be the sole responsibility of the lot owner, or its agents or contractors to take all steps necessary to ensure that all erosion control measures are fully complied with and maintained prior to, during and after construction of the referenced property. The Tennessee Department of Environment and Conservation (TDEC), Division of Water Pollution Control requires the owner of property to maintain adequate drainage and erosion control measures at the property and to maintain such measures throughout construction of the improvements upon the property. If the Lot Owner is a builder or contractor, intending to construct a home for resale, it will, within fifteen (15) days following the date it takes title to the Lot contact TDEC and file the Notice of Intent for Construction Activity and Storm Water Pollution Prevention Plan (SWPPP) and furnish such other forms and information as may be required by TDEC to obtain a new tracking number for the Lots purchased by Buyer. Otherwise, the Lot Owner will require its builder or contractor, when selected, to file a Notice of Intent for Construction Activity with TDEC no less than ten (10) days prior to the commencement of construction or disturbance of the Property. If at that time, the Developer has fully discharged its obligations to TDEC regarding the original permit on the Subdivision and the Developer's permit has been or is about to be released by TDEC, the Lot Owner or its builder or contractor may have to submit additional information to TDEC to obtain a new permit and tracking number for the Property.

The Lot Owner and its builder or contractor shall also be responsible for maintaining all erosion and sediment control measures on the Lot and for preventing sediment, mud, or construction debris from leaving the Lot and entering adjacent lots, streets, storm drainage systems, or other properties. The builder shall regularly sweep and clean the roadway frontage for the full width of the Lot and remove any sediment or debris resulting from construction activities.

If the Lot Owner, builder, or contractor fails to properly install, maintain, or repair erosion and sediment control measures, or fails to adequately clean and sweep the roadway frontage for the full width of the Lot and remove sediment, mud, or construction debris resulting from construction activities, the Developer shall provide written notice to the builder identifying the deficiency and requesting corrective action. The builder shall promptly correct the deficiency within twenty-four (24) hours of such notice, or within such other reasonable timeframe as specified in the notice.

If the builder fails to timely correct the deficiency after such notice, or if the same or similar deficiency occurs again on the Lot, the Developer shall have the right, but not the obligation, to enter upon the Lot and perform any work necessary to install, repair, maintain, or restore erosion control measures, remove sediment, sweep and clean the roadway frontage, or otherwise correct any condition necessary to maintain compliance with applicable laws, permits, subdivision requirements, or good construction practices.

All costs incurred by the Developer in performing such corrective work, including administrative costs, equipment, labor, and materials, shall be the responsibility of the Lot Owner and/or builder and shall be billed to the Lot Owner at the actual costs incurred by Developer. The Developer shall provide written notice of such costs, and the Lot Owner and/or builder shall reimburse the Developer within fifteen (15) days of receipt of such notice.

Failure to reimburse the Developer within fifteen (15) days shall constitute a default under this Agreement. In addition to any other rights or remedies available at law or in equity, the Developer may suspend construction activity on the Lot, withhold future lot closings, deny access to subdivision improvements, or pursue any other legal remedies available to recover such costs.

23. The lot owner shall establish and maintain a fully grassed or sodded side ditch along all public right-of-ways to the satisfaction of the Developer and the Fayette County Public Works officials. No lot shall have a private drainage structure within its boundaries, excluding public right of ways, greater than 6 inches in internal diameter unless provided with child guards to prevent small children from being carried into the culvert by force of water.
24. Sanitary sewer services have been approved by Fayette County to service the lots ("Sewer System"), the Sewer System shall be owned and maintained by Two Rivers Utility LLC. Two Rivers Utility LLC will assess each Lot a sewer fee according to the rules established by the Tennessee Public Utility Commission which shall be separate and apart from the any homeowner association assessment charged. There shall be a treatment facility for the Sewer System located to the north of Canterbury Manor Phase III.
25. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot; except dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. No kennel or dog run shall be placed in a location, which is visible from streets or creates a neighborhood nuisance and any fencing for same shall be subject to other restrictions herein as applies to fencing.
26. No commercial sign of any kind or in any form shall be located on any lot or in the street right-of-way without the express written consent of the Architectural Control Committee – at it's sole discretion , except a single sign not larger than six (6) square feet advertising real estate for sale or rent, said real estate signs must meet the sign requirements of the Architectural Control Committee. The Developer reserves the right to place such signs, billboards, posters, and other advertising devices as it deems appropriate within the subdivision in accordance with Fayette County Zoning Regulations, until all lots in the subdivision have been sold by said Developer. No political sign, poster or other standard or banner shall be placed in a visible location on any lot that is larger than six (6) square feet in total area. Political signs may be placed 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 the election and shall not exceed on per current elective race.
27. No commercial use shall be made of any lot except a discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No lot may be used for incidental or

principal outdoor storage, maintenance or repair of any equipment used in the conduct of a business elsewhere.

28. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Final Plat of Canterbury Manor Phase III as recorded in the Register's Office of Fayette County.
29. No obnoxious or offensive trade or activity shall be carried on upon any Parcel in this development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within Canterbury Manor Phase III.
30. Declarant hereby reserves for itself and the Association a perpetual easement over and upon the Lots within Canterbury Manor, for the purpose of erecting, maintaining, repairing or replacing the Canterbury Manor entrance structures, subdivision identification features, decorative fencing. The easement will be located where the entrance structures, subdivision identification features, and decorative fencing are constructed.
31. Where the "Declarant", "Developer", "Architectural Control Committee", or "Association" have the power to file a lien on a lot, any of them may do so. Until the last lot in the development has a completed house built on it the lien will generally be filed by Declarant" or "Developer", with the proceeds of the lien going to the "Declarant" or "Developer"; after such time the lien will generally be filed by the Association with the proceeds going to the Association, unless otherwise determined by the Developer.
32. If no Common Areas are shown on the recorded Final Plan of subdivision of the Development, and Developer has not deeded any property to the Association, then there are no Common Areas. "Common Areas". If no Common Improvements are shown on the Final Plat, or contained with Common Areas then there are no "Common Improvements".
 - a. "Common Areas" means and refers to all facilities within the Development used in common by the Owners, including without limitation, any private roads, any drainage easements outside of the individual lots, 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.
 - b. "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:
 - i. All improvements located in a Common Area.
 - ii. All private drives and alleys.
 - iii. 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.

iv. 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.

33. Sex Offenders. No Lot nor any improvement thereon within Development as shown on plat thereof, shall be conveyed to, leased to, or occupied by a convicted sex offender that is listed on any state or federal sex offender registry.
34. Holiday Decorations and Lights. All exterior holiday decorations may be placed on the residence and on the Lot no earlier than thirty-five (35) days before said holiday and must be removed within Fifteen (15) days after said holiday.

ARTICLE IX RULES REGARDING BUILDERS

In the event that there is a conflict between this Article IX and the remainder of the Declaration, the stricter of the two clauses will be effective.

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. 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.
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. Construction sites shall be cleaned prior to each weekend during all phases of building construction or remodeling.
4. **Violations.** Violations for this Article Xi (unless otherwise stated) will be subject to penalties of \$100 per day and the Association or Declarant also may have the violating event corrected. 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, edges of asphalt paving, 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 the direct cost.
 - b. Prior to commencing construction, the Owner must have webbing, or other protective measure equal in distance 1ft. per inch of tree caliper 18” above the ground (up to a diameter, around street trees adjacent to or within the subject site and trees shown as remaining on the lot by the submitted tree plan. 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.

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 Applicable Governmental Entity’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 concrete, 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. **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 roadside of the construction site and the door of the Port-A-John shall not face any street, sidewalk or other public right-of-way.

16. **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.

17. **LOTS 70 TO 90.** No structure will be placed within the drainage area located on the west side of the lots that might impede the flow of water. In addition, the utility easement across the front of the lots is 25 ft. wide instead of the normal 15 ft. wide, to allow for the location of the 8" PVC sewer line located on lots 71-90.

ARTICLE X 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 by 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.

ARTICLE XI 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.

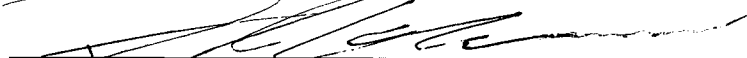
Upon request, the Association shall furnish, to any holder of a first mortgage, a financial statement for the Association's immediately preceding fiscal year.

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;

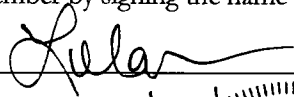
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Declarant
Renaissance Developments, LLC

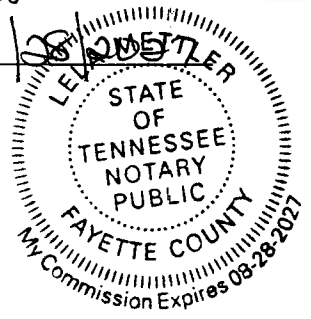

Douglas C. Swink, Member

State of Tennessee, County of Fayette

On this 27th day of March, 2026, 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 a Member of Renaissance Developments, LLC a Tennessee Limited Liability Company, and who further acknowledged that, being duly authorized, he executed the forgoing instrument for the purposes therein contained on behalf of said Member by signing the name of the Member, by himself as such Member.

Notary Public: 

My Commission Expires: 8/28/2027



26001896	
17 PGS:AL-RESTRICTIVE COVENANTS	
EDDIE BATCH: 143822	
03/31/2026 - 09:15 AM	
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 ED PATTAT REGISTER OF DEEDS	