

THIS INSTRUMENT PREPARED

BY KNCB Enterprises, INC

ADDRESS 8853 Commodity Cir #15 Orlando, FL 32819

**DECLARATION OF COVENANTS AND RESTRICTIONS
DECLARATION OF COVENANTS AND RESTRICTIONS**

FOR

ASHMOR ESTATES SUBDIVISION - PHASE I

WHEREAS Aziz Alakan, KNCB Enterprises INC., and KNCB Properties, LLC., whose mailing address is 8853 Commodity Circle Suite #15 Orlando, Florida 32819; (hereinafter "Declarants" or "developer") are the owners and developers of Ashmor Estates Subdivision - Phase I, a plat of which appears of record at Plat Book 10 Page 687, Register's Office, Cumberland County, Tennessee, and,

WHEREAS the Declarants desires to impose certain restrictive covenants, conditions, and reservations on the lots in said subdivision for the benefit and protection of owners and to insure the future value and attractiveness of lots in the subdivision; and

WHEREAS these restrictive covenants, conditions and restrictions shall be made a matter of public record and the property in said subdivision shall be conveyed subject to such restrictions, conditions, and reservations.

NOW, THEREFORE, in consideration of the premises, the Declarants imposes upon Ashmor Estates Subdivision - Phase I the following restrictions, conditions, and reservations, all of which shall be deemed covenants running with the land and be binding upon all future owners to with:

1. All lots in Ashmor Estates Subdivision - Phase I shall be used for residential purposes only, and no commercial activity shall be conducted from or allowed on any lot in the subdivision, except the lots 75, 76, 77 and 78, these lots front of Hwy. 127 North.
2. No single lot shall contain more than one dwelling. No dwelling which is constructed on any lot in subdivision shall have less than one-thousand four-hundred (1,400) and more than two-thousand four-hundred (2,400) square feet of heated living area, excluding porches, garages, breeze ways, patios and storage areas. Home shall not exceed 1-½ stories above ground in height. No concrete blocks are to be exposed to view, if above ground level, and shall instead be faced with brick, stone or stucco. Roofs shall be shingled with rooflines having a pitch of a minimum of 6/12.
3. No dwelling or other improvement or structure shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line, nor nearer to any side line or rear line than as shown as set-back requirement upon the recorded plat of said subdivision. This requirement shall apply to and include porches, verandas, and other similar projections of said dwelling. In addition, all set back lines, utility easements, general notes or other requirements or conditions found on the plat of Ashmor Estates Subdivision - Phase I recorded with the Cumberland County Register of Deeds at Plat Book 10, Page 687, are hereby adopted as set

mail prep

out verbatim herein and must be adhered to or a violation of these covenants will occur.

occur.

4. In addition to the dwelling, two (2) detached garages or storage buildings may be constructed on each residential lot, provided, however, any such detached garage or storage building shall be built of the same or substantially similar material as that of dwelling and shall contain same exterior siding as dwelling. A detached garage or storage building may be built contemporaneously with or after construction of the dwelling house but not before. In addition to the building set back requirements shown on the Plat of Ashmor Estates Subdivision - Phase I, no detached garage or storage building shall be closer than Eighty (80) feet from the front and twenty (20) feet from the side of lot lines.
5. All homes must be constructed of new material and be of good quality workmanship. No trailers, modular homes, reconstructed homes; mobile homes or any other type of moveable home or dwelling shall be allowed. All lots, except lots 75, 76, 77, and 78, shall be used and occupied solely for private residential purposes by a single family. No lot shall be used for multifamily, condominium, townhouse or interval ownership usage.
6. With the exception of the right of the Declarants to subdivide lots, no lots shall be re-subdivided, provided however, nothing herein contained shall prevent the owner of two or more adjoining residential lots from considering the combined area of two or more residential lots as one building lot, in which event, the set-back lines for building purposes and the easements reserved for utilities shall be construed and interpreted to apply to the outside lines of the two or more combined residential lots and not to the line which is common to both residential lots or the interior lines of the residential lots. If two or more residential lots are combined under the provisions of this paragraph, they may not in the future be re-subdivided.
7. No lot shall be used to provide ingress or egress to or from another lot in the subdivision or another property outside the subdivision, unless the lot owner has two or more adjoining lots that are being combined as one building lot to pursuant to paragraph six (6) above or unless the Developer gives express permission for the same. The Developer reserves the right to allow owners of property outside Ashmor Estates Subdivision - Phase I to use the utility easements reserved herein by the Developer to obtain utilities, which grant of easements by the Developer shall be at the Developer's sole discretion and under such terms and conditions as the Developer deems appropriate. No lot shall be used to provide utility service to property outside of the subdivision with the express written consent of the Developer.
8. Unless trees must be removed for the installation of the dwelling's driveway or the installation of utilities to the dwelling, no trees with diameter of ten (10) inches or greater may be cut or removed within twenty (20) feet of the side or rear lot lines, provided, however, that this limitation shall not apply to dead, dying or diseased trees.

BK 1219 PG 1412

9. No radio or television antennas or satellite "dishes" larger than 39 inches shall be erected, reconstructed, placed or suffered to remain on premises.
10. No motor home, camper, recreational trailer, foundation, unfinished dwelling, tent, garage, barn or other dwellings shall at any time be allowed as a temporary or permanent living quarters.
11. All heating and air conditioning units, gas meters, solar devices or other utility related equipment shall be hidden from view of the street by screening and/or with landscaping.
12. The exterior of any structure on the lot, whether it be a primary residence or otherwise shall be completely finished within six (6) months from date of clearing lot in preparation for commencement of construction. The dwelling house shall be the first building constructed on any lot. The interior of any structure being constructed on any lot shall be completely finished within twelve (12) months following the commencement of construction. No dwelling structure shall be occupied until construction is complete.
13. After a home is completed, a lot must be well maintained which shall specifically include keeping any lawns well mowed. No accumulation of weeds and tall grass shall be allowed and the removal of dead or damaged trees or limbs shall be promptly carried out.
14. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purposes, and provided further that they are kept in such a way as not to violate any law or local ordinance.
15. The sewage/septic system connected to the dwelling structure shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department. No mineral solvents, hydrocarbon substances, or acids shall be discharged into any septic drainage system, storm drain, or any other open surface.
16. No lot or parcel of land shall in the subdivision shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, including but not limited to, junk automobiles of any sort and household waste which shall be kept in sanitary containers. All such containers or other similar equipment for the storage and disposal of garbage or waste materials shall be kept in a clean and sanitary condition and not visible from road except on day before, on or after garbage pickup.
17. No noxious or offensive activity shall be permitted on any lot or parcel of land in the subdivision, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

18. No clothes, sheets, blankets, or other articles shall be hung out or exposed on any part of said premises, which is visible from Colby Circle or Devin Lane.
19. Swimming pools must be located in backyard and shall be constructed below ground level. In the event the backyard is not fenced, the swimming pool must be fenced. No fencing shall be allowed between front of the home or any improvement on Colby Circle and Devin Lane. Any fencing placed shall be constructed in a uniform and workmanlike manner.
20. No boats, motor homes, recreational vehicles, motor coaches, trucks (except pickup trucks not exceeding one (1) ton, and window and panel vans shall be parked, stored or suffered to remain upon said premises or in the streets within the subdivision, unless parked or stored within a garage on said premises out of view, or parked in an area out of view from Colby Circle or Devin Lane.
21. Lot owners performing any construction are responsible to ensure no violations are made of the Tennessee Water Quality Control Act or any other law, regulation or ordinance regarding water quality or storm water runoff. Lot owners must obtain and adhere to any permits needed for excavation and/or construction and hereby hold the Developer harmless for failure to obtain permits or violations of any law, regulation or ordinance due to said lot owner's construction or improvement of said lot.
22. The Declarants reserve the right to file a replat of all or any portion of the subdivision to add additional properties, to alter the shape, size or location of any unsold lots and any unopened streets, to correct surveying or other errors affecting any properties to which the Declarants retain legal title at the time of such replat and reflect the exact location of streets, easements, and common areas, if any.
23. Prior to construction of any residential lot in the subdivision, the proposed plans and specifications for the dwelling to be constructed must be submitted to and approved by the Declarants, or their dully designated representative. Likewise, the plans for the any remodeling, additions or constructions of any kind to be carried out on a residential lot in the subdivision must be submitted and approved by the Declarants, or their designated representative.
24. The Declarants presently own additional undeveloped property adjacent to or in the vicinity of the Ashmor Estates Subdivision – Phase I. The Declarants specifically reserve the right to annex all or part of their additional property as an additional phase of the Ashmor Estates Subdivision.
25. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in subdivision, and their respective heirs, assigns and successors, and if any owner or their respective heirs, assigns and successors, shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lots in the

subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent such person or persons from committing and act of violation or to recover damages for such violation. If any lot owner(s) prosecutes or initiates a proceeding to enforce these restrictions and covenants and is successful, the violator shall be responsible for all reasonable pre-litigation and litigation costs including but not limited to attorney fees. These provisions shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

26. Invalidation of any of these covenants or restrictions by the judgment of a court of competent jurisdiction shall in no way affect the validity of any of the other covenants or restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.
27. After two (2) years from the date this instrument is filed with the Cumberland County Register of Deeds, the maintenance and upkeep of entrance sign, entrance sign landscaping and lighting, as well as the right of ways shall be the responsibility of all lot owners. The lot owners may establish a non-profit association or entity to be known as the Ashmor Estates Property Owners Association, as further addressed below.

BK 1219 PG 1415

ASHMOR ESTATES SUBDIVISION – PHASE I
ASHMOR ESTATES SUBDIVISION – PHASE I
PROPERTY OWNER’S ASSOCIATION

After two (2) years from the filing date of these covenants and restrictions with the Cumberland County Register of Deeds, lot owners may, by majority vote decide to establish The Ashmor Estates Property Owner’s Association (the “Association”). The signatures of the majority lot owners shall be placed on a resolution to establish the POA and filed with the Cumberland County Register of Deeds and referenced to the plat of Ashmor Estates Subdivision - Phase I and to this instrument. By these Covenants and Restrictions, this Association can only be created for the purposes of maintaining the road right of ways, maintaining landscaping and lighting around the entranceways and sign, and maintaining the entrance sign itself. If this Association is created, governing rules and regulations or by-laws shall be adopted and filed with the Cumberland County Register of Deeds and referenced to the plat of Ashmor Estates Subdivision - Phase I and to this instrument. The only Rules required by these restrictions for that association are:

1. One (1) vote in the affairs of the Association shall be allowed for every lot in the subdivision, provided, however, that should one residence be constructed on more than once lot, only one vote shall be allowed for the owner of the multiple lots upon which the residence is located. The Developer shall be a member in the Association and shall be entitled to one (1) vote for each lot it owns in said subdivision.
2. The Association may vote by a majority of said Association to establish an annual maintenance fee to be paid by the members strictly for the purpose of maintaining the road right of ways, maintaining landscaping and lighting around the entrance ways and sign, and maintaining the entrance itself, which funds shall be held, invested, managed and expended by the duly elected representatives of the Association. If not timely paid, the Association may declare a lien against the property of the delinquent property owner and may foreclose said lien as provided by law. The Association shall be allowed to charge interest on any assessment thirty (30) days or more past due, and shall be entitled to collect its costs of collection for such assessment, including its reasonable attorney fees, all of which shall be secured by said lien. Any lien so imposed shall in all events be subject and subordinate to a valid first deed of trust in favor of an institutional lending institution.
3. The establishment of budgets, creation of a Board of Directors, election of officers, and general management of the affairs of the Association shall be decided by a majority vote of the owners of lots in subdivision. The Association shall conduct an annual meeting of each calendar year at a time and place to be agreed upon by the membership.

Witness my hand and signature on this the 10 day of January, 2006.

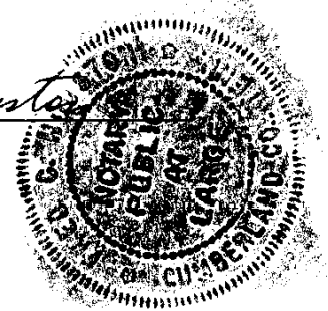
Aziz Alakan
Aziz Alakan, Owner

State of Tennessee
County of Cumberland

Before me, the undersigned authority, a Notary Public in and for said County, personally appeared Aziz Alakan, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an owner, along with Shannon Alakan and proving to me have the power and authority to execute this instrument, executed the foregoing instrument for the purposes therein contained by signing his signature thereon.

Witness my hand and seal of office this 10 day of January, 2006.

Fred C. Houston
Notary Public



My commission expires: 7-10-06

State of Tennessee, County of CUMBERLAND
Received for record the 10 day of
JANUARY 2006 at 9:20 AM. (REC# 353017)
Recorded in official records GENERAL IN
Book 1219 pages 1411-1417
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 37.00, Total \$ 37.00,
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register PHYLLIS K. BURDICK

BK 1219 PG 1417