

RECORDING STAMP
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DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
PEACEFUL HAVEN FARMS
AND
UTILITY INSTALLATION AND MAINTENANCE REQUIREMENT
AND
ROADWAY MAINTENANCE REQUIREMENT

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS ("The Declaration") is executed this 6th day of March, 2007 by DONALD J. LAZAS, JR. ("Developer");

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in Williamson County, Tennessee as is more particularly described on Exhibit "A" attached hereto and as is shown on the final plat for Peaceful Haven Farm (Exhibit "B") of record in Plat Book P46, page 11, Register's Office for Williamson County, Tennessee ("Development"); and,

WHEREAS, Developer desires to provide for the protection of the values, amenities, desirability and attractiveness of the Development; and,

WHEREAS, Developer desires to establish for Developer's benefit and for the mutual benefit, interest and advantage of each and every person and/or other entity hereinafter acquiring any portion of the Development, certain rights, privileges, obligations, restrictions, covenants and regulations governing the use and occupancy of the Development, same intended to be covenants running with the land which shall be binding on all parties having or acquiring in the future, any right, title or interest in and to any portion of the Development, and which shall inure to the benefit of each present and future owner, thereof;

NOW, THEREFORE, Developer as legal title holder of the Development and for the purposes set forth above, declares that the following Covenants, Conditions and Restrictions shall apply to the Development and be binding upon each owner therein until the expiration of said Covenants, Conditions and Restrictions on December 31, 2029:

1. ARCHITECTURAL CONTROL COMMITTEE. All improvements erected, constructed or placed on any lot in the Development shall be subject to the approval of an Architectural Control Committee (the "Committee") which shall exist for a period of two (2) years subsequent to the last date Developer transfers ownership of a lot in the Development. The Committee shall be composed of the Developer, individually and/or such other persons as the Developer may elect to include. No improvements shall be erected, constructed, placed,

maintained or permitted to remain on any lot until the plans therefor shall have been submitted to and approved in writing by the Committee, which shall determine in its sole discretion whether or not the proposed improvements, and all features thereof, are acceptable to the Committee and are compatible with other improvements constructed and/or to be constructed within the Development. The Committee shall be the sole judge and arbiter of such acceptability and compatibility. Any owner desiring to construct improvements upon any lot will first submit detailed plans for such improvements to the Committee which shall certify its approval or disapproval of the plans to the owner within fifteen (15) days after the referral of the plans to the Committee. The Committee may grant or withhold its approval of the plans in its uncontrolled discretion. The Committee's approval of the plans for any improvement shall be effective for a period of one (1) year only, and if construction of the proposed improvement shall not have commenced within the time period, the approval shall no longer be valid. If the Committee approves the plans, the owner shall construct the improvements in conformity with same. The actual construction shall be the responsibility of the owner which shall commence before the expiration of the Committee's approval. The approval of the Committee of an owner's plans for the construction of improvements upon any lot is not intended to be an approval of the structural stability, integrity or design of a completed improvement or the safety of any component therein but is required solely for the purpose of ensuring compliance with the covenants contained herein and further to ensure the harmonious and orderly architectural and aesthetic development and improvement of the lots contained within the Development. Notice is hereby given to any future occupant of any completed improvement and all invitees, visitors and other persons who may from time-to-time enter or go on or about such completed improvements, that no permission or approval granted by the Committee and/or the Developer pursuant to this Declaration shall constitute or be construed as an approval of the structural stability of any building, structure or other improvement and no liability shall accrue to the Developer and/or the Committee in the event that any such construction shall subsequently prove to be defective.

2. **SETBACKS.** All improvements on a lot within the Development shall be in compliance with setbacks referenced on the plat of Peaceful Haven Farms (Exhibit B) of record in Plat Book P46, page 11, Register's Office for Williamson County, Tennessee.

3. **LOT USAGE.** The improvements on a lot shall consist of one (1) single family residence and other structures reasonably associated therewith.

4. **SQUARE FOOTAGE OF RESIDENCE.** The total square footage area of the main residential structure upon any lot, exclusive of open porches, patios, garages, breezeways and non-heated areas, shall not be less than twenty-five hundred (2500) square feet. The first floor area of any full two-story residence must contain a minimum of fifteen hundred (1500) square feet, exclusive of garages, porches, patios, breezeways and non-heated areas. No garages facing the roadway in front of a residence shall be permitted.

5. **BUILDING MATERIALS.** The exterior of the main residence and other structures reasonably associated therewith shall be of timber, log and/or other natural materials. Same may include brick, stone, Hardy plank and log. No vinyl siding will be permitted. However, the owner(s) of Lot 5 may be permitted to utilize a finished concrete exterior.

6. **OCCUPANCY.** No residence upon any lot may be occupied prior to the issuance of a Final Use and Occupancy Permit for same by Williamson County.

7. **COMPLETION OF RESIDENCE.** The owner of a lot will commence construction within a period of two (2) years from the date the Developer originally closed on a sale and/or transfer of said lot, and construction of said residence shall be completed on or before the expiration of one (1) year from the date the plans are approved by the Committee.

8. **FENCING.** Fencing on any lot visible from Peaceful Haven Lane or Walker Hill Road will be of black, wooden, four-board construction.

9. **RESIDENTIAL SUPPORT ITEMS.** All air conditioning units, garbage cans, woodpiles, refuge or storage piles on any lot, whether temporary or permanent, shall be concealed from the view of neighboring lots and roadways. Incinerators for garbage, trash or other refuse shall not be used or permitted on any lot. There shall be no outside clotheslines and/or clothes hanging devices on any lot. No playground equipment, basketball goals, flag poles, storage buildings, satellite dish, etc. may be placed on any lot except to the rear of the primary residence, and none of same shall be situated within a setback applicable to said lot. Additionally, no above ground and/or out-of-ground pools shall be permitted on any lot.

10. **MAINTENANCE AND USE.** All lots together with the exterior of all improvements situated thereon, shall be maintained in a neat and attractive condition by their respective owners. No owner shall use its lot in such a manner as to create a nuisance, and no owner shall commit waste upon any lot within the Development.

11. **PARKING.** No owner will park and/or permit its guests and/or invitees to park on roadways in front of a lot. No wrecked vehicle or vehicles in a non-functional condition or vehicles without proper registration shall be parked and/or permitted on any lot.

12. **TEMPORARY STRUCTURES.** No trailers, mobile homes or double-wide trailers shall be permitted on any lot except for a construction trailer, and then only for the duration of construction then in progress.

13. **ANIMALS, LIVESTOCK AND POULTRY.** No animals, livestock or poultry shall be raised, bred, pastured or maintained on any lot except for horses, ponies and/or household pets which may be kept in reasonable numbers for the sole pleasure of the owner, but not for any other purpose or use. No such animal shall be permitted to the extent they become a nuisance to neighboring lot owners. No such animal shall be permitted outside the boundaries of the owner's lot unless accompanied by the owner who is using a leash and/or other restraining devices associated therewith.

14. **NOISE.** No owner shall cause or allow any use of its lot that results in noise which disturbs the peace and quiet of the Development. This restriction includes, without limitation, exterior music systems and dogs whose loud and frequent barking, whining or howling may disturb other lot owners.

15. **RESIDENTIAL USAGE.** The usage of each residence shall be restricted as follows:

- A. The improvements on any lot will be used as a single-family residence except for a related family member (i.e. parent, grandparent, grandchild, etc.) who may be residing therein on a temporary and/or interim basis.
- B. The principle residence and all associated structures shall not be used as a primary or incidental storage facility for a business, industrial, commercial or agricultural activity conducted elsewhere.
- C. No traffic shall be generated by the owner of a residence in greater volume that would normally be expected in a residential neighborhood.

16. **RECREATIONAL VEHICLES.** All recreational vehicles, boats, horse trailers, etc. must be maintained in an enclosed area and must not be visible from neighboring lots and/or roadways.

17. **PRIVATE DRIVEWAYS.** The location of driveways and the materials utilized in the construction of same shall be approved by the Architectural Design Committee. Plans associated therewith shall be included with the residential plans submitted to the Committee.

18. **UNDERGROUND UTILITIES.** All electric lines and telephone lines serving the lots herein shall be situated underground. Same shall extend from the terminus at Walker Hill Road and be located within the Ingress, Egress and Utility Easement depicted on Exhibit B. The owner(s) of each tract will be individually responsible for all costs associated with the installation and maintenance of said utility lines. However, in the event the owner(s) of a lot should individually incur and/or advance the cost of installing an utility line to serve his/her/its lot, and should the owner(s) of another lot in Peaceful Haven Farm desire to connect onto same, such shall be permitted so long as he/she/it pays to the owner(s) initially advancing the cost a sum equivalent to the fractional share of the lots in Peaceful Haven Farm which may be served by said utility line. For example, if the owner(s) of Lot 5 should initially advance the cost associated with the installation of an electric line extending from Walker Hill Road to Lot 5, and in the event the owner(s) of Lot 3 should subsequently desire to connect onto same, he/she/its shall be permitted to do so long as he/she/it pays to the owner(s) of Lot 5 a sum equivalent to one-fifth (1/5) the installation cost incurred and/or paid by the owner(s) of Lot 5.

19. **ROADWAY MAINTENANCE.** Pursuant to the terms and provisions of the plat of Peaceful Haven Farms attached hereto as Exhibit B, all owners having ingress and egress along Peaceful Haven Lane will share in the cost of maintenance associated therewith. The roadway shall be subject to the following specific restrictions:

- A. No portion of the surface of Peaceful Haven Lane shall be changed from its present graveled appearance to another surface material absent the consent

and permission of the owner(s) of Lots 1-5.

- B. No owner(s) of a tract will individually incur an obligation relating to the roadway which the owner(s) of another tract is expected to contribute, absent the prior consent and permission in writing of the other owner(s) involved.
- C. The owner(s) of a tract will not withhold his/her/its consent to repairs necessary and reasonable for the purpose of maintaining the integrity of the roadway and its serviceability.
- D. The owner(s) of each tract will ensure that he/she/it, together with his/her/its guests and invitees, will utilize Peaceful Haven Lane in a responsible manner, respectful of others utilizing the roadway and the owner(s) of Lots 1-5.
- E. The owner(s) of a lot will not permit any contractor and/or other person performing work and/or services on a lot to operate a tracked vehicle and/or other items of heavy equipment (i.e. bulldozer, grader, etc.) along Peaceful Haven Lane. Additionally, in the event a contractor and/or other person performing services for the owner(s) of a lot should cause damage to the roadway through the operation of a heavy vehicle along same, said owner(s) will be individually responsible for all costs of repairs associated therewith.

20. **DURATION.** The Covenants, Conditions and Restriction herein shall be appurtenant to and run with the land and shall be binding upon all owners and parties hereinafter having an interest in any of the Development, and all parties claiming under them, until December 31, 2029. Each purchaser or subsequent grantee of any interest of any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance thereof, agrees to be bound by the Covenants, Conditions and Restrictions herein. The Covenants and Restrictions contained in this Declaration may be amended unilaterally by the Developer, without the joinder of any owner, for a period of two (2) years subsequent to the last date the Developer closes on a sale or transfer of a lot in the Development. All restrictions herein may be enforced by Developer and/or other persons owning an interest in a lot in the Development.

21. **EXONERATION OF DEVELOPER.** Each owner of any lot in the Development, or any other party having an interest in any portion of the Development, expressly agrees that no duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the Covenants or Restrictions contained herein, nor shall Developer be subject to any liability of any kind or nature of whatsoever resulting out of any claim by any third party asserting that Developer failed to enforce same.

IN WITNESS WHEREOF, Developer has caused this Declaration of Protective Covenants, Conditions and Restrictions to be duly executed this 6th day of March, 2007.

Donald J. Lazas, Jr.

DONALD J. LAZAS, JR.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

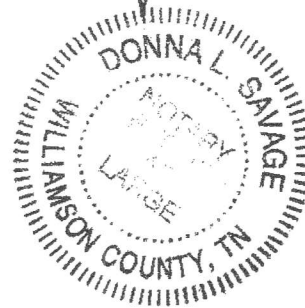
BEFORE me, Donna L. Savage, a Notary Public of the state and county aforesaid, personally appeared DONALD J. LAZAS, JR., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who executed the foregoing instrument for the purpose therein contained.

WITNESS my hand and seal this 6th day of March, 2007.

My Commission Expires:

12-28-08

Donna L. Savage
Notary Public



BK/PG:4203/906-911

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RESTRICTIONS	
03/09/2007	08:01 AM
BATCH	94464
MTG TAX	0.00
TRN TAX	0.00
REC FEE	30.00
DP FEE	2.00
REG FEE	0.00
TOTAL	32.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS