




*Tom Leatherwood*

Shelby County Register

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| <b>13026799</b>   |       |
| 03/05/2013 - 08:40 AM   |       |
| 12 PGS  |       |
| CHRISTINAM 1059456-13026799   | 0.00  |
| VALUE   | 0.00  |
| MORTGAGE TAX  | 0.00  |
| TRANSFER TAX  | 60.00 |
| RECORDING FEE   | 2.00  |
| DP FEE  | 0.00  |
| REGISTER'S FEE  | 12.00 |
| WALK THRU FEE   | 74.00 |
| TOTAL AMOUNT  |       |
| <b>TOM LEATHERWOOD</b>  |       |
| REGISTER OF DEEDS SHELBY COUNTY TENNESSEE   |       |

# The Retreat at Janson Farms

## DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

THIS DECLARATION is made, published and declared this 5<sup>th</sup> day of March, 2013, 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 a certain tract of real property in Shelby County, Tennessee, which real property is more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference; and

WHEREAS, the Developer has caused to be prepared a plan for the development of the Property, to be known as The Retreat at Janson Farms into residential lots, which is more particularly described in Exhibit "B", attached hereto and made a part hereof by this reference; and

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

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described as The Retreat at Janson Farms 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. "Declarants" shall mean Dale Henry Jamison – 713 Roantree Drive – Brentwood, TN 37027 and the Daniel J. Kunkle Revocable Living Trust – 7188 Shady Oaks Drive – Bartlett, TN 38133, their successors and assigns. "Declarants" 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 Plat of subdivision of The Retreat at Janson Farms as recorded in the Register's office of Shelby 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 The Retreat at Janson Farms, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.
5. "Person" means and individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

6. "Property" or "Properties" shall mean that real property being each lot contained within The Retreat at Janson Farms as recorded in the Register's office of Shelby County.
7. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots.

## ARTICLE II

### PROPERTY SUBJECT TO THESE PROTECTIVE COVENANTS AND RESTRICTIONS

The real property described as The Retreat at Janson Farms, as platted and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the Register's office of Shelby County, located in Shelby 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 The Retreat at Janson Farms 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 Declaration 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, 2035, at which time said Declaration shall be automatically extended for successive periods of ten (10) years each. This Declaration 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 Shelby County Register; however, this Declaration may be altered or amended by the Developer, or its assigns or successors by written instrument duly executed and notarized and recorded in the Shelby County Register's Office without the prior approval of any owner of any lot in said subdivision as long as the Developer retains ownership of any lot or lots in said subdivision.

## ARTICLE V

### ENFORCEMENT OF PROTECTIVE COVENANTS AND RESTRICTIONS

The Developer 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 the Developer or any owner to enforce any of such conditions, restrictions, covenants, reservations and easements shall in no event be deemed a waiver of the right to do so thereafter. In the event of the violation of any of the covenants and restrictions contained herein which provides for monetary damages or which the Developer or other party incurs costs or expenses to enforce these covenants and restrictions as provided herein, such monetary damages, costs and expenses shall become a lien upon the Lot to which they are attributable. Invalidity of any one or more of the covenants or restrictions or other provisions herein or hereinafter contained by judgment or court order shall in no way affect any of the other covenants and restrictions herein or hereinafter contained which shall remain in full force and effect.

## ARTICLE VI SPECIFIC RESTRICTIONS

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

## ARTICLE 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 The Retreat at Janson Farms Subdivision shall be reviewed and approved by The Retreat at Janson Farms 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 Dale Henry Jamison or its successor or assigns and may consist of such other parties as the Developer may designate. This covenant shall not be construed to govern the interior design of dwellings nor shall any approval be unreasonably or arbitrarily withheld. In the event that the Architectural Control Committee, or its representative, fails to approve or disapprove such design and site plan within thirty (30) working days after said plans have been submitted, such approval will not be required and this covenant shall be deemed to have been fully complied with. For the purpose of this provision, the thirty (30) working day period shall not begin until all items required within Article VII and as reasonably required by the Architectural Control Committee are provided by the applicant. Further, 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.

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 bind 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.

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 The Retreat at Janson Farms Subdivision, 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

Mailboxes and front yard exterior light standards if desired, the design, material and location to be specified by the Architectural Control Committee; 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. 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 Committee or its designated representative.
4. 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 its representatives 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 Shelby County, Tennessee.
5. 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.
6. 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.

7. 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.

## ARTICLE VIII

### PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS

1. All homes within The Retreat at Janson Farms Subdivision shall be constructed or supervised by a licensed and registered builder with the State of Tennessee. In order to promote architectural compatibility, overall construction quality and to preserve the value of homes and land within the subdivision, all builders must be approved by the Developer or its representative.
2. All lots in The Retreat at Janson Farms Subdivision 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. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building of temporary character shall be used on any portion of said Property at any time as a permanent residence, either temporarily or permanently.
3. The minimum square footage for a residence shall be 2,400 heated and cooled square feet. The Architectural Control Committee shall, in its sole discretion, have the ability to vary the minimum square footage.
4. Each residence shall have a minimum of 70% coverage of brick and/or stone on the exterior. Any derivation of this restriction shall only be with the written consent of the Architectural Control Committee. Additionally, roofing shingles shall consist of Dimensional Shingles (or Architectural Laminated Shingles), at a minimum.
5. No structure shall be erected, placed, altered, or permitted to remain on any lot in this subdivision other than one single-family detached dwelling of not more than two (2) stories in height plus roof, with a minimum (one) private 2-car side facing or rear facing garage. Front load garages are not allowed. Carports and freestanding canopies of any kind are not permitted. Accessory structures are allowed to the extent that Shelby County allows same once a house has been built on the lot and the structure has been approved in writing by the Architectural Control Committee or its designated representative. No garage or accessory building door openings shall be taller than ten (10) feet. No accessory buildings of any type (storage, shed, shop, etc.) may be constructed or placed on any lot without written approval of the Architectural Control Committee or its designated representative. 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.
6. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Developer to maintain, during the period of the sale of said Lots, upon such portion of the premises as Developer deems necessary, such facilities as, in the sole opinion of Developer, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units, and sales office.
7. Any dwelling shall have a certificate of occupancy issued by the Shelby 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. 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.

8. 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. 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. It shall be the sole responsibility of the lot owner to prevent the blowing, dumping or placement of trash, refuse, etc. on an adjacent lot. If a lot owner fails to comply with this condition within ten (10) days after written notice to the last known address of such lot owner, the Developer may perform such maintenance and recover the cost thereof from the lot owner, including reasonable collection and attorney's fees. Owner's conducting remodeling operations or construction operations shall use commercial steel refuse bins. The burning or burying of household trash or refuse is prohibited. Burning of trees, brush and construction materials is prohibited.
9. 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 Retreat at Janson Farms Architectural Control Committee.
10. All recreational vehicles, including, but not limited to, trucks, boats, campers, and trailers, and all passenger vehicles and vans not used on a daily basis, cannot be parked on the public streets and must be kept in the rear yard or garage and screened from view of all adjoining property owners and must also be in compliance with the Shelby County zoning ordinance. Only passenger vehicles (excluding recreational vehicles containing sleeping space) used on a daily basis may be parked on those parts of driveways not in the rear of the property. No vehicle of any type or nature with a "for sale" sign affixed thereon or therein may be parked on the public streets or on those parts of the driveways not in the rear of the property. No vehicle of any nature or type that is not in operating condition or appropriately licensed may be parked on the public streets or on those parts of the driveways not in the rear of the property. These vehicles are subject to being towed at the owner's expense.
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.
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 24" 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. Any flagpole erected upon an owner's property may not exceed fifteen (15) feet in height and must conform to the ordinances of Shelby County. No other type of pole will be allowed to be erected or placed upon an owner's property. The location of the flagpole must be approved by the Architectural Control Committee or its designated representative.
15. Mailbox construction shall match the style of the house and shall be approved by the Architectural Control Committee prior to installation/construction. The Architectural Control Committee can, by request, provide specifications for approved mailboxes.
16. All exterior lighting on a lot, including, but not limited to, landscape lighting, must receive prior approval of the Architectural Committee. Said lighting on each lot shall be constructed and maintained so as to provide such illumination as is necessary for that lot only, and shall be installed/directed so as to avoid glare and excessive spillage.

on adjacent properties or streets.

17. No fences, walls or other such features shall be erected on any lot without the prior written approval of the Architectural Control Committee. Fences are to be constructed in accordance with the ordinances of Shelby County and with the Committee. The Committee will provide a wood fence detail upon request. No chain-link or wire fence is allowed. Generally, fences may be no closer to the street than ten (10) feet behind the front building setback line, except for corner lots, which may have fences up to the front building setback line.
18. Accessory buildings, recreational structures including, without limitation, pool houses, swings, basketball goals, jungle gyms, doll houses, dog houses, dog pens, dog runs, and swimming pools must be constructed in accordance with the ordinances of Shelby and must be approved prior to commencement of construction by the Developer and/or the Architectural Control Committee. Among other factors, the location, type and size of the requested accessory building, recreational structure, or swimming pool will be taken into account when determining whether same will be approved or disapproved. Each lot owner will be responsible for maintaining all existing drainage patterns on said property as when initially purchased. If a swimming pool is built on a lot, then the entire rear yard or the swimming pool must be enclosed by an approved fence with latching gates which can be locked. Above ground swimming pools will be approved/denied on a lot by lot basis. Approval/Denial of an above ground swimming pool by the Developer or the Architectural Control Committee does not set a precedent for future approvals or denials of same.
19. No metal building of any type may be placed on any lot.
20. All driveways shall be of a washed aggregate concrete or asphalt surface.
21. No tree (located outside of the building envelope) 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 tree (three inches in caliper) between the front of the residence and the road prior to taking occupancy of the residence. If existing trees are present between the front of the residence and the road, the Committee has the right to waive this requirement.
22. Each lot owner shall be responsible for the interior and exterior maintenance of his lot and improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, mailboxes, street lights, private drives, plumbing and electrical repairs. All grass, weeds, vegetation and/or debris on each lot shall be kept mowed and cleared at regular intervals by the owner thereof so as to maintain the same in a neat and attractive manner. All lots shall, at all times, be kept free and clear of dead trees, shrubs, vines, plants and other vegetation. In the event an owner of any lot shall fail to maintain his or her lot and the improvements thereon in a manner reasonably satisfactory to the Developer or its representative, and/or in keeping with other lots, the Developer or its representative shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and the exterior of the improvements erected thereon. The cost of such repair, maintenance and restoration and attorney's fees shall be a binding obligation of the owner, as well as a lien on the lot in question upon recording of a notice of lien with the register's office of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the owner shall be responsible for all court costs, reasonable attorney's fees and interest from the date of any expenditure at the maximum legal rate of interest.
23. The purchaser of a lot shall accept same in its existing condition, no warranties or representations having been made by the Developer or its designated representative which are not expressly stated herein. The Developer shall convey the lots as is, where is, and with all faults. The acquirer of any property shown hereon agrees to indemnify and hold the Developer, its successors or assigns harmless against any claim, liability, damage or cost in connection with the development of the property. The owner of property shown hereon shall, in the development of the property and thereafter, provide adequate drainage so as not to adversely affect such property or any property adjacent thereto before, during and after construction. The property shown hereon may be filled land or partially filled land. The



Developer shall not be responsible for any trees that die. The Developer shall not be responsible or liable for any claims of any kind or character related to the fill or soil conditions of said property. The Developer makes no warranty concerning the degree of rainwater inundation that may result on the aforementioned lots since said inundation can be expected with rainfall which exceeds the design standards. The provisions of this paragraph shall survive the closing.

24. 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 or its representative may perform such maintenance and recover the cost thereof from the lot owner, including reasonable collection and attorney's fees.
25. Perpetual easements for utility are reserved as shown on the Final Plat recorded in Register's office of Shelby County. No owner shall, within any such easement areas or at other locations whether within or without designated areas, place or permit any structures, fencing, plants or other materials which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by the Developer. Further, no owner shall install any improvements or modify any existing grades in such a manner as would impair the positive natural flow of water from or onto the owner's lot. The easement area and drainage facilities on each lot shall be maintained continuously by the owner of such lot.
26. All vegetable gardens shall be located no closer to the street than the rear of the house.
27. All statuary, monuments and similar decorations intended to be placed in a yard or wherever they can be seen from off the property upon which they are located must be approved in advance by the Architectural Control Committee or its designated representative.
28. It shall be the sole responsibility of the lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to determine if erosion control measures including, but not limited to, silt fencing may be required to comply with all local, state and federal ordinances, laws, rules and regulations. If such erosion control measures are required then, in that event, it shall be the sole responsibility of the lot owner, or its agents or contractors to take all steps necessary to insure that all erosion control measures are fully complied with and maintained prior to, during and after construction of the referenced property. The Tennessee Department of Environment and Conservation (TDEC), Division of Water Pollution Control requires the owner of property to maintain adequate drainage and erosion control measures at the property and to maintain such measures throughout construction of the improvements upon the property. If the Lot Owner is a builder or contractor, intending to construct a home for resale, it will, within fifteen (15) days following the date it takes title to the Lot contact TDEC and file the Notice of Intent for Construction Activity and Storm Water Pollution Prevention Plan (SWPPP) and furnish such other forms and information as may be required by TDEC to obtain a new tracking number for the Lots purchased by 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.
29. All permitted pets shall be kept on leashes at all times when any such pet is not confined by a fence or pen. A lot owner shall promptly remove all pet waste from such lot owner's lot and from any other lot owner's lot. Violation of either of the foregoing restrictions shall result in a penalty/additional assessment against the lot of such lot owner in the amount of One Hundred and no/100 Dollars (\$100.00) for each occurrence.
30. No commercial sign of any kind or in any form shall be located on any lot or in the street right-of-way without the express written consent of the Architectural Control Committee – at its sole discretion, except a single sign not larger than six (6) square feet advertising real estate for sale or rent, said real estate signs must meet the sign requirements of the Architectural Control Committee. 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 Shelby 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 in lots no earlier than 45 days prior to the event of election and shall be removed within 48 hours of the completion of the event of election and shall not exceed one per current elective race. No sign advertising the property "for rent" or "for lease", or any other sign, of any nature, may be placed upon an owner's property or in an owner's property so that it is visible from off the property.

31. No commercial use shall be made of any lot except a discreet and incidental home occupation conforming to all applicable provisions of the zoning law having jurisdiction. No lot may be used for incidental or principal outdoor storage, maintenance or repair of any equipment used in the conduct of a business elsewhere.
32. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Final Plat as recorded in the Register's Office of Shelby County.
33. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, excessive noise from barking dogs, equipment or trailers, except while engaged in construction on a lot. No animals, livestock or poultry of any kind shall be permitted on any of said lots, except dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In all instances, household pets shall be restrained within fenced areas or under leash.
34. All exterior Christmas decorations may be placed on the residence and on the lot no earlier than thirty (30) days before Christmas and must be removed within thirty (30) days after Christmas. Exterior decorations for all other holidays and for Halloween may be placed on the residence and on the lot no earlier than two (2) weeks prior thereto and must be removed within one (1) week thereafter.

#### ARTICLE IX MISCELLANEOUS

35. Leasing and/or renting of any residence is not allowed.
36. Invalidity of any of these covenants, limitations, or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.
37. The Developer shall not be required to pursue enforcement of any alleged violation by an owner of a lot of a use restriction set forth herein. Any failure to so pursue by the Developer shall not serve as a waiver by the Developer of such violation, and the Developer 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.
38. Except as otherwise specifically provided herein, the powers and duties of the Developer hereunder shall cease on and after the commencement of construction on the last lot of this subdivision, or thirty (30) years after the recording of this plat, or when the Developer relinquishes its powers and duties.
39. As used in the Declaration, where applicable, the singular shall include and refer to the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Declarant

Dale H. Jamison  
 Dale Henry Jamison

State of Tennessee – County of Williamson

Before me the undersigned, a notary public in and for the State of Tennessee and County at Williamson, duly commissioned and qualified, personally appeared Dale Jamison, with whom I am personally acquainted, and who upon his/her oath acknowledged himself/herself to be the owner of The Retreat at Janson Farms Subdivision, the within bargainer, and that he executed the foregoing instrument for the purpose therein contained, in witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Brookwood, TN this 7th day of February, 2013.

Notary Public: Gerritt K L

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES ON  
 NOVEMBER 16, 2013.

Declarant

Daniel J. Kunkle  
 Daniel J. Kunkle Revocable Living Trust

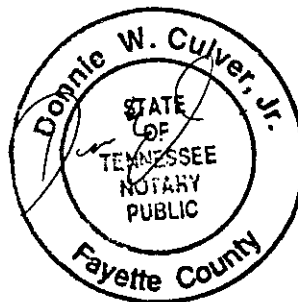
State of Tennessee – County of Fayette

Before me the undersigned, a notary public in and for the State of Tennessee and County at Fayette, duly commissioned and qualified, personally appeared Daniel J. Kunkle, with whom I am personally acquainted, and who upon his/her oath acknowledged himself/herself to be the owner of The Retreat at Janson Farms Subdivision, the within bargainer, and that he executed the foregoing instrument for the purpose therein contained, in witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Fayette, TN this 22nd day of February, 2013.

Notary Public: R. W. Culver, Jr.

My Commission Expires: \_\_\_\_\_

My Commission Expires May 10, 2015



This instrument prepared By  
 Name: One Source Dev. Solutions  
 Address: 3157 Hwy 64 Ste 200  
Eads TN 38025

**EXHIBIT "A"**

