

Per Hirsch

This instrument prepared by:
Jackson M. Welch, Jr., Esq.
Hartzog & Silva, PLLC
123 Fifth Avenue North
Franklin, Tennessee 37064

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS
FOR
GREEN PASTURES SUBDIVISION**

THIS DECLARATION is hereby made by Matthew Hirsch, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Exhibit A attached hereto (the "Property"); and,

WHEREAS, the Declarant desires to provide for the preservation of the values of the Property and, to this end, desires to subject the Property to the covenants, conditions, and restrictions hereinafter set forth, each and all of which is and are for the benefit of said Property, the Declarant, and the subsequent Owners thereof.

NOW, THEREFORE, the Declarant hereby declares that all of the Property described in Exhibit A attached hereto shall be held, sold, and conveyed subject to the covenants, conditions, and restrictions set forth herein for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors and assigns, and which shall inure to the benefit of each Owner thereof.

1. Definitions. The words in this Declaration which begin with capitalized letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the following definitions:

- (a) "Declarant" shall mean and refer to Matthew Hirsch his employees, agents, contractors, representatives, successors, and assigns.
- (b) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Green Pastures Subdivision.
- (c) "Lot" shall mean shall mean and refer to any parcel of land designated as a Lot upon the recorded subdivision plat of the Property or re-recorded re-subdivision plat thereof; and, unless the context requires otherwise, shall also include Tract 1.

- (d) “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- (e) “Residence” shall mean and refer to a private, single-family residential living unit designated and intended for use and occupancy as a residence by a single family.

2. Property Use. Each Lot shall be used only for residential purposes and common recreational purposes auxiliary thereto. No more than one Residence shall be constructed or maintained upon any one (1) Lot. No Lot shall be subdivided, resubdivided, altered, changed, or otherwise modified in any manner which would result in said Lot containing less area than is shown on the plat of Green Pastures Subdivision, which is of record in Plat Book P74, page 141, Register’s Office for Williamson County, Tennessee. All references to Green Pastures Subdivision in this Declaration shall be deemed to include all of the Property described on Exhibit A hereto.

3. Residence Requirements. Except as otherwise set forth in this Declaration, no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Residence. Any such Residence shall contain: (a) a minimum of two thousand eight hundred (2,800) square feet of livable space for a two- (2) story Residence; and, (b) a minimum of two thousand five hundred (2,500) square feet of livable space for a one- (1) story Residence. “Livable space” as used herein shall not include garages, crawl spaces, attic spaces, carports, patios, porches, unfinished basements, or other such spaces; the square footage of the same being in addition to, and not included in, the minimum square footage requirements set forth above.

All Residences shall be site-built and no mobile homes or manufactured homes shall be permitted to be used as a residence. Additionally, no existing residence shall be relocated onto any Lot for use as a Residence.

4. Exterior Materials. No vinyl or aluminum siding or trim shall be permitted on the exterior of any structure erected on a Lot.

5. Accessory Structures. No temporary accessory building, tent, storage shed, mobile home, or the like shall be erected or permitted to remain upon a Lot or be used as a Residence. Notwithstanding the foregoing, detached garages, barns, carriage houses, pool houses, and similar permanent structures (each a “Permitted Accessory Structure”) shall be permitted provided that the same shall have exterior elevations and be designed in harmony with the Residence located on the Lot. Notwithstanding the foregoing, the Declarant may erect one (1) or more temporary structures on the Property for use by the Declarant as temporary construction or sales offices.

Further, and notwithstanding the foregoing, with respect to Lot 2 only - and to the exclusion of Lots 1, 3 and 4, and Tract 1 of the subdivision – one (1) Accessory Structure may contain living quarters (the “Accessory Living Quarters”), which shall not exceed One Thousand Three Hundred (1,300) square feet of Livable Space, as defined above; provided, however, that such Accessory Living Quarters do not comprise more than fifty percent (50.0%) of the total square footage of the said Permitted Accessory Structure. The Accessory Living Quarters may be used for the following purposes only:

- (a) As temporary housing by the Owner of Lot 2 for a period of twenty-four (24) months prior to commencement of construction, and for a period of eighteen (18) months during construction, of the Owner’s Residence; and,
- (b) After completion of construction of the Owner’s residence, as accommodations for guests of the Owner and/or housing for the caretaker of Lot 2 (and Lot 3 if the said Lots have common ownership).

6. Trailers and Recreational Vehicles. No old vehicles, machines, farm equipment and implements, campers, boats, recreational vehicles, and trailers of all kinds, shall be stored, parked, or permitted to remain on any Lot unless the same are stored inside a Permitted Accessory Structure and completely shielded from view, excepting only horse trailers. Notwithstanding the foregoing prohibition, campers (both motor home and trailer style campers) shall be permitted to be placed upon a Lot and used as temporary housing by the Owner of said Lot for a period of twenty-four (24) months prior to commencement of construction, and for a period of eighteen (18) months during construction of the Owner’s Residence; and, such camper must not be visible from the road or in view of the neighboring property, and must be removed upon completion of said construction. Notwithstanding the foregoing, the Declarant may place one (1) or more campers or trailers on the Property for use by the Declarant as temporary construction or sales offices.

7. Completion of Construction. Construction of a Residence shall be completed within eighteen (18) months from the date construction is commenced, including, without limitation, installation of landscaping and seeding and sodding the disturbed yard area; provided, however, that the completion date shall be extended for stoppages caused by strike, lockout, labor disputes, fire, unusual delay in transportation, unavoidable casualty, weather, and acts of God for an period of time equal to the period of time of such work stoppage. Once construction of any improvement has begun, it shall be diligently pursued through completion, and shall not be discontinued or abandoned at any time for a period exceeding ten (10) consecutive calendar days. All improvements to a Lot shall be constructed in accordance with and subject to all applicable zoning regulations and building codes.

8. Recreational Appurtenances. Swimming Pools, hot tubs, spas, tennis courts, and related appurtenances are permitted on Lots provided they comply with all zoning and other ordinances and regulations promulgated by the local governmental authorities having jurisdiction. No above-ground swimming pools shall be permitted. No swimming pool, hot tub, spa or related appurtenance shall be permitted to be located in the front yard of any Lot.

9. Design and Construction. In addition to all other requirements contained in this Declaration, all Residences and Permitted Accessory Structures shall be designed, constructed, erected, or installed in such a manner as to cause the design, color schemes, décor, and exterior elevations of such structure to be consistent and harmonious with the general scheme of construction prevailing in the Property. After completion of construction, all Residences and Permitted Accessory Structures shall be kept and maintained in such a manner which will perpetuate the visual harmony within the Property.

During construction, installation, or erection of any Residence or Permitted Accessory Structure, the construction site shall be maintained in a clean, neat and orderly manner, all construction materials, debris, waste, equipment, and supplies shall be stored in a neat and orderly manner, and all construction debris, excess building materials, and waste shall be removed from the Lot upon which the construction is occurring at least once per week.

No lumber, brick, concrete masonry units, stone, lumber, siding, scaffolding, mechanical devices, or other construction materials or equipment shall be permitted to be kept or remain on any Lot for any purpose except for construction of a Residence or Permitted Accessory Structure, and only for such time as is required to complete the construction activity for which such building material or equipment is used.

10. Fences. All fences around the perimeter of a Lot, or around any portion of a Lot, shall be a decorative four- (4-) rail wood fence with wood, brick, or stone posts, and shall be between four feet (4') and six feet (6') in height. Notwithstanding the foregoing, all fences around a swimming pool, hot tub, or spa, if required by the local authority having jurisdiction, shall be constructed in complete accordance with the specifications set forth by such local authority having jurisdiction.

11. Driveways and Entrance Monuments. All driveways shall be surfaced with concrete (either broom-finished or exposed aggregate using pea-gravel or limestone), stone, brick, or asphalt. All driveway connections shall be in accordance with the ordinances and regulations promulgated by the government for Williamson County, Tennessee.

All driveway entrance monuments shall be located on the applicable Owner's Lot, outside of the fifty feet wide ingress, egress, and utilities easement ("Mercy Lane"), shall be no more than six feet (6') tall, shall be no more than thirty inches (30") square or in diameter, and shall be constructed of stone, either natural or synthetic.

12. Utilities. All pipes, wiring, and related appurtenances for the provision of utility and communication services to a Residence shall be installed underground, unless such underground installation shall be deemed impracticable by the utility or communication service provider.

13. Animals and Pets: No animals or livestock of any kind shall be raised, bred or kept on any Lot, except:

- (a) No more than a total of five (5) dogs, cats or other household pets;
- (b) No more than ten (10) chickens, but roosters shall be specifically prohibited; and,
- (c) No more than two (2) horses per five (5) acres of land contained in the Lot.

No such animals shall be kept, bred, or maintained for any commercial purpose. In the event any permitted animals have a litter, the Owner shall have a period of one hundred twenty (120) days from the date of such birth to dispose of such excess pets.

14. Trash Disposal. No Lot shall be used or maintained as a dumping ground for any trash, garbage, refuse, rubbish, debris, or other waste material. All trash, garbage, refuse, rubbish, debris, or other waste material shall be kept in sanitary containers located out of the public view. All equipment for the storage or disposal of trash, garbage, refuse, rubbish, debris, or other waste material shall be kept in a clean and sanitary condition and out of the view of the public.

15. Storage Tanks. No storage tanks of any kind shall be permitted to be located above ground unless the same are completely screened from view by an accessory structure or landscaping appropriately designed and installed to provide such screening while permitting the required access without damage to such landscaping.

16. Firearms. The use of firearms on a Lot shall be permitted provided that such use is for the purpose of hunting, target practice, including but not limited to skeet and trap shooting, or other recreational use provided that such use is for the benefit and enjoyment of the Lot owner and its guests and is not for any commercial purpose. All use of firearms shall be (a) conducted in a manner that prevents the projectile discharged from such firearm from entering onto or passing over any other Lot, (b) conducted in such a manner that ensures the safety of other Owners and occupants of the other Lots and their invitees and licensees, and (c) does not create a nuisance.

17. Nuisance. No obnoxious or offensive activity of any kind shall be engaged in on any Lot nor shall any Owner or occupant thereof engage in any activities that interfere with the quiet enjoyment, comfort and health of the occupants of adjacent neighboring Lots. This paragraph shall not apply to any Lots owned by the Declarant or a Builder and held for sale.

18. Signs. No sign of any kind shall be displayed to the public view on any Lot except for reasonably sized signs advertising the Lot for sale or rent. This paragraph shall not apply to signs used by a Declarant or a Builder to advertise the Property, or any portion of the Property, during the construction or sale period.

19. Maintenance of Lot and Improvements. Each and every Lot and all improvements thereto shall be kept and maintained by the Owner thereof in good order and repair and in a reasonable manner as is consistent with good property management, including, but not limited to, seeding, watering, and mowing of all lawns, pruning and trimming all trees and shrubbery, and repairing and painting of all structures. All trees planted by an Owner on its Lot shall be of a minimum 2" caliper. All Lots shall be kept and maintained in a clean, neat, and attractive condition before, during, and after the construction of a Residence and any other structure constructed, erected, or installed on such Lot. No debris, trash, garbage, or unsightly materials shall be brought onto or kept on any Lot unless the same are kept inside a Residence or Permitted Accessory Structure and completely shielded from view.

20. Damage and Destruction. In the event any Residence, Permitted Accessory Structure, or Recreational Appurtenance shall be damaged or destroyed by casualty or by the negligent or intentional act of the Owner thereof, the following shall apply:

(a) In the event a Residence, Permitted Accessory Structure, or Recreational Appurtenance shall suffer damage to the extent that the same may reasonably be repaired and brought back to its pre-damage condition (a "Damaged Structure"), the Owner shall either: (i) repair the Damaged Structure as soon as may be practicable (taking into account the time required to obtain insurance proceeds, engage a contractor, etc.), but in all circumstances diligently pursue the repair and restoration of the Damaged Structure to a first-class condition; or, (ii) demolish the Damaged Structure and reclaim and restore the area of the Lot disturbed by such demolition to a neat and orderly condition consistent with the surrounding area of the Lot.

(b) In the event a Residence, Permitted Accessory Structure, or Recreational Appurtenance shall be totally destroyed or suffer damage to the extent that the same may not reasonably be repaired and brought back to its pre-damage condition (a "Destroyed Structure"), the Owner shall, as soon as may be practicable after such destruction or damage (taking into account the time required to obtain insurance proceeds, engage a contractor, etc.), cause the Destroyed Structure to be removed from the Lot and reclaim and restore the area of the Lot disturbed by such demolition to a neat and orderly condition consistent with the surrounding area of the Lot.

21. Ingress/Egress and Utilities Easement. The Lots shall be subject to and benefited by a fifty feet (50") wide perpetual nonexclusive easement for ingress and egress and the installation of utilities over and across the Lots, which easement includes the private driveway known as "Mercy Lane," and which easement is more particularly described on the plat for Green Pastures Subdivision, of record in Plat Book P74, page 141, Register's Office for Williamson County, Tennessee, as such plat may be modified or amended from time to time and at any time. The Owners shall use the roadway and utilities situated in the easement with due regard for the rights of all other Owners and their use of the same. No Owner shall use or permit the use of the driveway and utilities in any manner which impairs the right of any other Owner to their use, nor shall any Owner

obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the easement in any manner whatsoever.

As soon as may be practicable after the sale of the last Lot from the Declarant to an Owner, or such earlier time as the Declarant, in its sole and absolute discretion may determine, the Declarant shall install a "tar-and-chip" surface upon the roadway located in the said easement. Upon completion of the installation of the "tar-and-chip" surface, the Declarant shall have no further obligation and liability with respect to the roadway.

The Owners shall be jointly liable for the repair, replacement, resurfacing, maintenance, and upkeep of the roadway and all costs of the same shall be assessed against each Lot in equal shares. The repair, replacement, resurfacing, maintenance, or upkeep of the roadway shall be performed when sixty percent (60%) of the Owners shall so agree in writing, but any one (1) Owner shall have the right to require resurfacing of the roadway every ten (10) years commencing on the date this instrument is recorded in the Register's Office for Williamson County, Tennessee, provided that such resurfacing is reasonably required.

Notwithstanding anything contained herein to the contrary, during any period of time in which Lot 2 and Lot 3 of the subdivision are owned by the same Owner, the portion of the Mercy Lane easement lying entirely on Lot 2 (the "Lot 2 Easement") shall be deemed to be for the exclusive use and benefit of said Owner to the same extent as if it were such Owner's private driveway. During any such period, the said Owner shall be solely liable for the repair, replacement, resurfacing, maintenance, and upkeep of the Lot 2 Easement and all costs of the same; and the Owners of the other Lots and Tract 1 shall have no obligation for all or any portion of the repair, replacement, resurfacing, maintenance, and upkeep of the Lot 2 Easement or costs of the same.

22. Owner's Consent. Where any provision of this Declaration requires the vote or consent of the Owners, the Owner's shall only be entitled to one (1) vote or consent for each Lot owned, irrespective of the actual number of individuals or entities that may own such Lot.

23. Reservation of Easements.

(1) The Declarant shall have and hereby reserves easements in favor of itself and its successors and assigns, and such other persons or entities as it may designate as follows:

(a) In, on and over the ingress/egress and utilities easement for the purpose of: (i) access to construct, use, and maintain the roadway and utilities located therein; (ii) removing any obstructions including, without limitation, landscaping from such easement; and (iii) such other uses deemed appropriate for or necessary to conduct development activities within the Property; and,

(b) In, on and over all utility and drainage easements set forth on the record plat of the Property for the installation and maintenance of utility and drainage systems.

(2) Each of the Lots shall be subject to perpetual easements for the installation, inspection, repair, replacement, maintenance, and upkeep of utilities and drainage facilities as may be reserved or shown on the record plat of the Property, or in recorded resubdivisions thereof, or as may be later granted to any utility provider by subsequent instrument. The reservation of easements contained in this subparagraph shall not prevent the use of the easement area by the Lot Owner; provided, however, that such Lot Owner shall not obstruct the easement area in any manner. Said reservation of easements shall also be deemed to include the right of pedestrian access over and across the affected Lot to the utility provider having utilities located upon, across, or under such Lot for purposes of installation, inspection, repair, replacement, maintenance, and upkeep of such utilities. Unless maintenance of the easement area is specifically undertaken by the utility provider, the Lot Owner burdened by such easement shall be solely obligated to maintain the easement area in the same manner as other areas of the Lot are required to be maintained by this Declaration. For any Lot burdened by a drainage easement, the Lot Owner of such Lot shall be solely obligated to keep the drainage easement open and clear of obstruction to ensure the free flow of water over and through said drainage easement.

24. Declarant Liability. The Declarant shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration, whether or not such claim shall be asserted by an Owner, occupant, or any person or entity claiming by or through any of them, including, without limitation, claims based on injury to person, including death, or damage to or loss of property wherever located and however caused. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof becoming out of repair or by reason of any act or neglect of any Owner, occupant, or their representative agents, employees, guests and invites or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to furnish or the disrepair of any utility or communications services, including, without limitation, electricity, gas, water, sewage, cable television, and other such services. Except as may be otherwise set forth in this Declaration, the Declarant shall have no financial obligation to the Owners, or any of them.

25. Enforcement. Any Owner, including the Declarant for so long as the Declarant shall own any portion of the Property or have any obligation to the Owners, or any of them, of any kind under this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, and restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

26. Amendment, Duration, and Revocation. Except as otherwise provided in this Declaration, the covenants, conditions, and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years (the "Initial Term") from the date this

Declaration is recorded in the Register's Office for Williamson County, Tennessee, after which time they shall be automatically extended for successive periods of ten (10) years.

Notwithstanding anything contained in this Declaration to the contrary, and for so long as the Declarant owns one (1) or more Lots, this Declaration may be amended at any time without the consent of Owners by a written instrument executed by the Declarant for the purpose of: (a) eliminating or correcting any typographical or other inadvertent error herein; (b) eliminating or resolving any ambiguity herein; (c) making nominal changes or other changes which, in the Declarant's sole and absolute opinion, serve the best interests of the community; (d) clarifying Declarant's original intent; or, (e) conforming to any requirements imposed or requested by any governmental agency, public authority or financial institution; provided, however, that no such amendment shall materially affect any Owner's interest in its Lot. Each Owner and its mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph. Thereafter, this Declaration may be amended by an instrument signed by not less than eighty percent (80%) of the Owners. Any amendment must be recorded in the Register's Office for Williamson County, Tennessee to be effective.

This Declaration may not be revoked by the Owners during the Initial Term. Thereafter, this Declaration may only be revoked by an instrument executed by one hundred percent (100%) of the Owners and recorded in the Register's Office for Williamson County, Tennessee; provided, however, that the Williamson County government, or other local authority having jurisdiction, shall not prohibit such revocation.

27. Severability. The terms and provisions of this Declaration are severable. Should any term or provision be properly determined to be invalid, illegal or unenforceable, it shall not affect the validity, legality or enforceability of the remaining terms and provisions.

28. Captions. The captions and section headings used in this Declaration are for convenience only and shall not be deemed or construed to expand, limit, or otherwise define the terms and provisions of this Declaration.

(This space intentionally left blank. Continued on the following page.)

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its signature on
this 7th day of August, 2020.

DECLARANT:

Matthew Hirsch

Matthew Hirsch

STATE OF FLORIDA
COUNTY OF Palm Beach

Personally appeared before me, a Notary Public in and for this county and state,
Matthew Hirsch, the within named bargainer, with whom I am personally acquainted (or
proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he
executed the within instrument for the purposes therein contained.

Witness my hand at Delray Beach, Florida, this 7 day of August, 2020.

Michelle C. Green

Notary Public

My Commission Expires:

