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This Instrument Prepared By:
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Murfreesboro, Tennessee 37130

RESTRICTIVE COVENANTS APPLYING TO BURTON FARMS, SECTION VI

WALDRON ENTERPRISES, LLC, a Tennessee Limited Liability Company (hereinafter "Developer") being the owner in fee simple of the real estate that has been subdivided and named BURTON FARMS, SECTION VI, according to a survey and plat of same made by HUDDLESTON-STEELE ENGINEERING, INC., which plat is of record in Plat Book 42, page 34, Register's Office of Rutherford County, Tennessee, and which plats are made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said BURTON FARMS, SECTION VI their heirs and assigns.

Burton Farms, Section VI may be merged by Developer with other sections and phases of Burton Farms, by execution of a document signed by Developer and the Homeowners Association referenced herein by merging existing sections and recording same in the Register's Office of Rutherford County, Tennessee.

1. There is hereby appointed and Architectural Review Committee to be comprised of three people. The initial committee shall be composed of David V. Waldron, Charles K. Waldron and Gregory E. Waldron, with the initial terms expiring on the following dates:

DAVID V. WALDRON	January 1, 2021
CHARLES K. WALDRON	January 1, 2022
GREGORY E. WALDRON	January 1, 2023

As each member's term expires, a new member shall be chosen by the remaining two members to serve a three-year term. Committee members shall be eligible for re-election. All committee members will serve for three years or until their successors are elected by the remaining committee members. Any further committee member must either own in his own name, or jointly with his spouse, a subdivide lot in BURTON FARMS, SECTION VI.

The Architectural Review Committee exists in order to assure maximum protection to all lot owners, to assure continuity and to have conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Architectural Review Committee has the powers and duties necessary for the proper care and control of any common areas in said subdivision, such as entrances, undeveloped lots, and buffer zones and retention/detention ponds, may do all acts as set forth herein or as delegated by the lot owners of the subdivision. Such powers and duties of the Committee shall include, but not be limited to the following:

A. Construction plans and specifications for any building to be erected on any lot must be submitted to the Committee for its approval. No construction, reconstruction, remodeling, alteration or additions of any structure, building, fence, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Committee in writing. The Committee shall ascertain that the exterior design and exterior finishes of any structure are in harmony with the above-stated goals and standards to the end that the dwellings located in the subdivision are uniform and aesthetically pleasing, without the utilization of garish colors or architectural design. In fact the Architectural Review Committee shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations. The Committee shall designate any changes or alterations which shall be necessary for approval. Plan approval or a statement of changes or alterations shall be forwarded in writing to the lot owner. Failure by the Committee to approve or reject within a thirty (30) day period of time shall constitute approval.

B. Meetings of the Architectural Review Committee may be held at such time and place as the members shall determine, and provided a majority of the whole committee is present, no prior notice is necessary. At all meetings of the Committee, a majority of the

members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Committee. Said Committee shall elect a chairman to preside and a secretary to take minutes and communicate with interested lot owners. Robert's Rules of Order will be followed in the conduct of business of the Committee.

C. The members of the Architectural Review Committee shall not be liable to lot owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct or bad faith.

D. The members of the Architectural Review Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.

E. There shall be a general right-of-way and easement for the benefit of the Architectural Review Committee, its officers, agents and employees to enter upon lots or buildings to perform their respective duties and to exercise their powers as enumerated in these covenants.

F. The Architectural Review Committee shall have the right to impose additional restrictions and requirements on any lot at time of sale whereby these additions shall enhance the subdivision. The review committee shall also have the right to waive any restrictions or covenants for any lot when such waiver is deemed necessary to enhance the subdivision. Any additional restrictions or waivers made shall apply to the lot upon which it is imposed and does not necessarily set a precedent for future construction.

2. No lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such lot shall be designed, constructed or used for more than one family, EXCEPT as setforth in paragraph 16(D) below.

3. No lot shall be resubdivided, except by Developer, but shall maintain as shown on the recorded plat, and not more than one residence building may be constructed or maintained on any lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdivision into more lots.

4. No noxious or offensive operations shall be conducted or maintained on any lot, and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot, except that dogs, cats or other common household pets may be kept and housed inside the single family residences, provided they are not kept for commercial purposes. No exotic pets such as snakes, lizards, monkeys, alligators, pigs, etc., shall be permitted. In no event shall any household maintain more than two (2) domestic pets within the premises.

5. No trailer, mobile home, basement, tent or garage placed on or erected on any lot shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted. No pre-existing house shall be moved onto any lot, it being the intention of the developers that all buildings be constructed on site. Pre-fabricated trusses and wall panels may, however, be used in connection with onsite construction.

6. No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat; PROVIDED, HOWEVER, enclosed porches, either covered or uncovered, bay windows, steps; or terraces shall be permitted to extend across the setback lines; PROVIDED FURTHER, HOWEVER, that the main structure does not violate the setback line. However, any variance granted by proper governmental authority is acceptable.

7. The interior heated living area of any single family dwelling, exclusive of open porches and garages, shall be a minimum of 1,600 square feet of heated area.

8. All dwelling houses shall be built with a two-car garage. PROVIDED, HOWEVER, that after construction has been completed and the lots sold, then subsequent owners may convert the two-car garage to finished living area.

9. All outbuildings shall be constructed so as to blend and be comparable in structure to the residence on any lot. All outbuildings must be approved by the appropriate governmental

authority and the Architectural Review Committee before construction may begin. All such outbuildings shall be "stick built". No prefabricated outbuildings shall be permitted, except for Dutch Barns of similar construction to the residence.

10. Each residence shall have a brick finish on a minimum of 50% of the exterior surface. All foundations shall be brick to grade.

11. No fence shall be permitted between any rear corner of the dwelling house and the street, on any corner lot. The use of hedges, shrubbery or evergreens as a fence, or in lieu of a fence, and extending to the front or sides of any lot is permitted provided that such hedges, shrubbery or evergreens are not in excess of forty-two (42) inches in height. All fences must be approved by the Architectural Review Committee as to material, construction and location before being erected.

12. No lot shall be used as a dumping ground for rubbish or trash. All lots shall be kept in a clean and sanitary condition and free and clear of all litter. Each owner shall be responsible for the safe, clean and attractive maintenance of all land, buildings, improvements and landscaped areas of any lot. No inoperative, junk, or unlicensed vehicles shall be permitted on any lot or street in the subdivision.

13. The Developer or its assigns reserve the right to enter upon any lot for the purpose of cutting grass and cleaning up such lot if the same reasonably requires, charging the expense thereof to the lot owner, which expense shall become a lien upon the lot.

14. No sign of any kind shall be displayed on any lot without approval of the Architectural Review Committee, EXCEPT for small realty signs (16 square feet maximum) advertising the property "For Sale" or "For Rent" or "For Lease" or "For Auction".

15. All recreational vehicles, boats, motor homes, campers, trailers, or hobby vehicles shall be kept on the rear one-fourth (1/4) of any lot unless kept in a garage or screened so as not to be visible from the street. All such vehicles shall be located on poured concrete pads.

16. Developer reserves a perpetual easement for utility installation, maintenance and drainage five feet in width along each side and rear lot line.

Developer further reserves unto itself, its successors and assigns, the following easements and rights of way in, on, over, under and through all lots, and each building located thereon, for so long as the Developer owns any lot or building primarily for the purpose of sale, to-wit:

A. For the installation, construction and maintenance of conduits, lines and all necessary or property attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables, internet services, and other utilities;

B. For the construction of buildings and related improvements;

C. For the installation, construction and maintenance of storm water drains, public and private sewers and any other public or quasi-public utility facility;

D. For the use of any sales office, trailer, model units or buildings and parking spaces in connection with its efforts to market lots and/or dwelling houses;

E. For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of lots and/or dwelling houses.

17. Exterior television and radio antennas shall not extend more than two feet (2') in height above the ridge line of the dwelling house roof. Satellite dishes shall not extend twenty four inches (24") in diameter. Any installation and placement must be pre-approved by the Architectural Review Committee.

18. Exposed metal fireplace chimneys are prohibited. Direct fireplace vents through the exterior wall of a residence are permitted on the end or the back of the residence.

19. No outside clotheslines or other apparatus for the drying of clothes shall be permitted.

20. No above ground swimming pools shall be permitted.

21. All building setback lines required by the controlling governmental authority shall be strictly observed and followed. Variances by such authority are permitted.

22. Lot owners are prohibited from obstructing the free flow of storm surface water drainage and/or diverting, and/or changing such drainage flow in any manner resulting in damage or hazard to any other lot owner.

23. All driveways shall be surfaced with poured concrete.

24. All mailboxes shall be of an ornamental or brick design and of materials as approved by the Architectural Review Committee.

25. A. After completion of construction and the transfer by Developer to a new Owner, the dwelling houses and buildings in the subdivision shall thereafter be governed by and subject to the rules and regulation of Burton Farms Section VI Homeowner's Association, Inc., a Tennessee non-profit corporation, which has established rules, regulations, schedule of payments, including transfer fees, assessments, and penalties for late payments, and the authority for insuring and providing for the proper maintenance of the yards and other landscaping surrounding the dwelling units and buildings constructed on each subdivision lot. The rules, etc., so established by the Homeowners Association shall be binding upon all purchasers of lots in the subdivision, their heirs, successors and assigns.

B. The Homeowners Association is authorized to enforce the provisions of these restrictions by proceedings at law or in equity against any person or persons violating or attempting to violate its provisions, including the failure by such person or persons to pay the annual maintenance fee as may be hereafter established. In the event litigation is implemented for the enforcement of these restrictions or for the collection of any maintenance fees due hereunder, the Homeowners Association shall be entitled to recover all costs of collection and late fees, including its reasonable attorney fees.

C. All sums assessed but unpaid for annual maintenance fees chargeable to any lot owner shall constitute a lien on such lot superior to all other liens and encumbrances, except only for tax and special assessment liens made by governmental entities on the lot in favor of any assessing governmental entity, and all sums unpaid on a first mortgage or first deed of trust of record, including all unpaid obligatory sums that may be provided by such encumbrances. To evidence such a lien, the Association or managing agent shall prepare a written notice of lien assessment, setting forth the amount of such unpaid indebtedness, the amount of any accrued interest and late charges thereon, the name of the owner of the lot and a description of the lot. Such notice of lien shall be signed by a member of the Association or by managing agent on behalf of the Association and shall be recorded in the office of the Register of Deeds in Rutherford County, Tennessee. Such lien shall attach and be effective from the due date of the assessment until all sums with interest and other charges thereon shall have been fully paid. Such lien provided for herein may be enforced by the foreclosure of the lot encumbered by the assessment by lien by the Association in a like manner as a mortgage on real property upon the recording of a Notice of Lien thereof. If the lot owner fails to pay said sums of money due, together with the cost of collection, including reasonable attorney's fee, the Association or managing agent is hereby authorized and empowered upon giving twenty-one (21) days notice, by publication once a week for three consecutive weeks in some newspaper published in Rutherford County, Tennessee, to sell said lot at the door of the Rutherford County Courthouse in Murfreesboro to the highest bidder for cash and free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived by the lot owner, and the Association through its managing agent is authorized to make a deed to the purchaser. In such proceeding, the lot owner shall be required to pay the costs, expenses and reasonable attorney's fee incurred for filing the lien; and in the event of foreclosure proceedings, all additional costs, all expenses, attorney's fee and advertising costs incurred in connection with such proceeding. The lot owner being foreclosed shall be required to pay the Association the prorated annual assessment for the lot during the period of foreclosure and the Association shall be entitled to a receiver during foreclosure to collect the same from the defaulting owner or

successors to such owner or from profits occurring from the sale of the lot. The Association shall have the power to bid on the lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appertain to, convey or otherwise deal with same.

D. The lien provided for herein shall be subordinate to any first mortgage. Sale or transfer of any lot shall not affect the assessment liens or liens provided for in the preceding sections. However, the sale or transfer of any lot which is subject to any first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessment as to the payment thereof for the payments which become due prior to such sale or transfer. No such sale or transfer shall relieve said lot from liability for any assessment thereafter becoming due or form the lien thereof.

E. For the purposes of this paragraph (A) a sale or transfer of lot shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title, UPON THE TRANSFER OF A LOT FROM THE OWNER/DEVELOPER/BUILDER TO THE INITIAL OWNER AND THEREAFTER UPON EACH SUBSEQUENT TRANSFER. THE NEW LOT OWNER OF AN IMPROVED LOT SHALL PAY A TRANSFER FEE SIMULTANEOUS WITH SUCH CONVEYANCE UNTO THE ASSOCIATION. THE INITIAL AMOUNT OF SUCH TRANSFER FEE SHALL BE \$50.00. THE AMOUNT OF SUCH FEE MAY BE CHANGED BY THE ASSOCIATION AT ANY TIME AND FROM TIME TO TIME. NON-PAYMENT OF THE TRANSFER FEE AT THE TIME OF CONVEYANCE SHALL GIVE THE ASSOCIATION ALL RIGHTS OF COLLECTION AND ENFORCEMENT AS PROVIDED HEREIN.

F. The Homeowner's Association (the "Association") exists in order to assure maximum protection to all lot Owners, to assure continuity and conformity to high aesthetic and environmental standards, and to have the initial but non-exclusive right to enforce these covenants. The Homeowner's Association shall have the powers and duties necessary for proper care and control of any common areas, including the retention/detention ponds, in said Subdivision, such as entrances, undeveloped lots and buffer zones and may do all acts as set forth herein or as delegated by the lot owners of the subdivision. Such powers and duties of the Association shall include, but not be limited to the following:

i. Construction plans and specifications for any improvements to be erected on any lot must be submitted to the Association for its approval. No construction, reconstruction, remodeling, alteration or additions of any structure, building, fence, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Association in writing. The Association shall ascertain that the exterior design and exterior finishes of any structure are in harmony with the above-stated goals and standards to the end that the dwellings located in the subdivision are uniform and aesthetically pleasing, without the utilization of garish colors or architectural design. In fact, the Homeowner's Association shall be the sole arbitrator of said exterior design and finish and may withhold approval for any reason, including purely aesthetic considerations. The Association shall act within thirty (30) days of receipt of proposed plans and specifications, and in the event of disapproval, the Association shall designate any changes or alterations which shall be necessary for approval. Approval or a statement of changes or alterations shall be forwarded in writing or via electronic mail to the lot owner. Failure by the Association to approve or reject within said 30 day period of time shall constitute approval.

ii. Complete landscaping shall be required with each dwelling house. Landscape plans and specifications shall be submitted to the Homeowner's Association simultaneous with construction plans and specifications. Such approved plans and specifications for landscaping shall be installed within thirty (30) days following construction completion.

iii. Meetings of the Homeowner's Association may be held at such time and place as the members shall determine, and provided a majority of the whole Association is present, no prior notice is necessary. At all meetings of the Association, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute a decision of the Association. Said Association shall elect a chairman to preside and a secretary to take minutes and communicate with interested lot owners. Robert's Rules of Order will be followed in the conduct of business of the Association.

iv. The members of the Homeowner's Association shall not be liable to lot owners for any mistake of judgment, negligent or otherwise, except for their own individual and willful misconduct or bad faith.

v. The members of the Homeowner's Association shall not receive any compensation from the Association or the lot owners for their services thereon.

vi. For good cause shown, the Homeowner's Association shall have the authority to waive all or any part of the hereinafter set forth restrictive covenants as to minimum square footage where the proposed improvement, because of unusual or extraordinary shape or design, does not meet said minimums, but such Improvements will in the sole discretion of the Homeowner's Association to be a complementary asset to the Development. The Homeowner's Association shall also have the authority to waive such other restrictive covenants, hereafter set forth, upon good cause shown, where such waiver, in the opinion of the Association shall not compromise the high aesthetic standards of the development.

vii. By way of example, and not in limitations, the power and authority of the Association shall include approval/rejections/enforcement of the following items:

1. General construction plans
2. General construction specifications
3. Exterior paint colors
4. Roof materials/color
5. Roof pitch
6. Guttering
7. Exterior materials/color
8. Driveway material/colors/location/dimension
9. Window shape/color/material
10. Doorway materials/color
11. General landscape plans
12. Landscape materials – All houses must be landscaped
13. Landscape plantings/size/quantity
14. Yard or exterior ornaments/size/color
15. Exterior lighting/size/location
16. Lot topography recontouring
17. Location of any improvement upon lot
18. Sidewalks – materials/colors/locations/dimension
19. Off street parking of any motorized vehicle (including boats) not housed within the dwelling
20. Animals of any kind
21. Fences – materials/colors/locations/dimension – (wrought iron and/or brick will be encouraged)
22. Accessory buildings – materials/colors/general plans/location
23. Grass cutting/Landscape maintenance – enforcement
24. Satellite dishes – type/size/colors/location. Permission on each lot is at the discretion of the Homeowner's Association
25. In ground swimming pools

G. There shall be a general right-of-way easement for the benefit of the Homeowner's Association, its officers, agents and employees to enter upon the lots or buildings to perform their respective duties and to exercise their powers as enumerated in these covenants.

H. The operation, care, beautification, upkeep and landscape maintenance of the dedicated entrance area, walls, signs, fences, and retention/detention ponds of the subdivision are charged to and the responsibility of the Homeowner's Association. The Homeowner's Association is hereby specifically authorized to charge and collect a maintenance fee from all lot owners in order to pay the expenses of said operation, care, beautification, upkeep and maintenance. This maintenance fee as charged shall be the same amount for each lot, regardless of size or sale price. Further, the Homeowner's Association shall have the right to attach a legal lien to any lot for failure to pay any assessed maintenance fees.

26. The Developer of this subdivision, or its successors in interest, or its assigns, or

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