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This instrument was prepared by:

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SUPPLEMENTAL RESTRICTIVE COVENANTS
APPLYING TO MUIRWOOD SUBDIVISION, SECTION 3, PHASE 2 AND
AMENDMENT APPLICABLE TO SECTION 3, PHASE 2

The undersigned, Muirwood Development, LLC being the owner of the property described herein known as Muirwood Subdivision, Section 3, Phase 2 as shown on Final Plat Muirwood Subdivision Section 3, Phase 2 of record in Plat Book 52, page 244 in the Register's Office for Rutherford County, Tennessee, and holding Developer/Declarant rights to Muirwood by Assignment of Developer/Declarant Rights for Muirwood of record in Record Book 2276, page 2347, said Register's Office, desires to subject the property known as Muirwood Subdivision Section 3, Phase 2 to the Restrictive Covenants Applying to Muirwood, Section I of record in the Register's Office for Rutherford County, Tennessee in Record Book 844, Page 1379, as amended by First Amendment to the Restrictive Covenants Applying to Muirwood, Section I of record in the Register's Office for Rutherford County, Tennessee in Record Book 1034, page 1476 and as further amended herein (collectively "Restrictive Covenants"); and

NOW, THEREFORE, in consideration of the foregoing and the benefits applying to the property, the following restrictive covenants are adopted for Muirwood Subdivision Section 3, Phase 2, which shall be appurtenant to and run with the land and be binding upon all lot owners, their heirs, successors and assigns:

1. Muirwood Subdivision Section 3, Phase 2 as shown on Final Plat Muirwood Subdivision Section 3, Phase 2 in Plat Book 52, page 244 in the Register's Office for Rutherford County, Tennessee, shall be subject to the Restrictive Covenants as further amended

herein.

2. Any and all Owners of lots in Muirwood Subdivision Section 3, Phase 2 shall be subject to the restrictions, regulations, conditions, covenants and plans as provided in the Restrictive Covenants except that the amendments in Paragraph 3 of this Supplemental Restrictive Covenants shall control as to all lots within Muirwood Subdivision Section 3, Phase 2.

3. The Restrictive Covenants are amended to be as follows:

(a) Article II Section 4 is deleted in its entirety and replaced with the following:

Section 4. MUIRWOOD SECTION 6 ARC. Notwithstanding the above, Muirwood Section Six and Muirwood Section 3, Phase 2 shall have a separate Architectural Review Committee from the Architectural Review Committee under the Restrictions. The Architectural Review Committee for Muirwood Section Six and Muirwood Section 3, Phase 2 shall be known as the "Muirwood Section Six ARC." The Architectural Review Committee under the Restrictions shall have no rights or authority over Muirwood Section Six or Muirwood Section 3, Phase 2 until such time as Declarant terminates the Muirwood Section Six ARC by written instrument recorded in the Register's Office of Rutherford County, Tennessee. The Muirwood Section Six ARC shall be composed of three individuals appointed by the Declarant. Upon the termination of the Muirwood Section Six ARC by written instrument recorded in the Register's Office of Rutherford County, Tennessee, the Muirwood Section Six ARC shall terminate and the Architectural Review Committee under the Restrictions shall have rights and authority over Muirwood Section Six and Muirwood Section 3, Phase 2. However, the Architectural Review Committee under the Restrictions must adhere to the building standards approved by the Muirwood Section Six ARC for all homes in Muirwood Section Six and Muirwood Section 3, Phase 2.

(b) Article IV, Section 5 of the Restrictive Covenants is amended to add the following:

The following shall be applicable to Muirwood Section 3, Phase 2: Upon every closing of the purchase of a home, each Purchaser of a completed residence in Muirwood Section 3, Phase 2 shall pay a transfer fee to the property manager in an amount initially set at Two Hundred and Fifty Dollars (\$250.00) per lot and a working capital fee to the Association in the initial amount of Three Hundred and 00/100 Dollars (\$300.00) per lot. The Board of the Association may modify the amount of the Transfer Fee and

Working Capital Fee at such times as the Board of the Association deems appropriate.

(c) Article V, Section 5 of the Restrictive Covenants is amended to add the following:

The following shall be applicable to Muirwood Section 3, Phase 2: No building in Muirwood Section 3, Phase 2 shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat and must meet minimum setback requirements of the local government in which the Property is located.

(d) Article V, Section 6 of the Restrictive Covenants is amended to add the following:

For Muirwood Section 3, Phase 2, all owners of lots in Muirwood Section 3, Phase 2 shall consult with the appropriate officials of Rutherford County before installation of any driveway, culvert or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of said Rutherford County. Owners in Muirwood Section 3, Phase 2 shall not be required to consult with the City of Murfreesboro.

(e) Article V, Section 8 of the Restrictive Covenants is amended to add the following:

The above fence restrictions do not apply to Muirwood Section 3, Phase 2. For Muirwood Section 3, Phase 2, all walls and fences for individual lots must receive the prior written approval of the Muirwood Section Six ARC and the following shall apply: The Muirwood Section Six ARC may limit the height and design of any fences and walls. All boundary walls, retaining walls and fences must be of materials approved by the Muirwood Section Six ARC. The Muirwood Section Six ARC may modify the design criteria for fences but the initial design criteria shall be as follows:

- (i) No fences will be allowed in any front yards. No fences will be allowed in side or rear yards without prior approval by the Muirwood Section Six ARC.
- (ii) On corner lots, no fence may be closer than twenty (20) feet from any street (measured from the back of the curb).
- (iii) Black aluminum or wrought iron privacy fence with a maximum height of five (5) feet is allowed.
- (iv) "Invisible" or "Underground" dog fence is allowed.

(f) Article V, Section 10 of the Restrictive Covenants is amended to add the following:

For Muirwood Section 3, Phase 2, the above restrictions shall not be applicable, but instead, all sidewalks in Muirwood Section 3, Phase 2 must be constructed to meet Rutherford County requirements.

(g) Article V, Section 11 of the Restrictive Covenants is amended to add the following:

Minimum Square Footage of Houses in Muirwood Section 3, Phase 2. The following minimums shall apply to Muirwood Section 3, Phase 2: The minimum square footage for houses on all lots less than ninety (90) feet wide is 1,800 square feet of heated living space. The minimum square footage for houses on all lots ninety (90) feet or more in width is 2,400 square feet of heated living space.

(h) Article V, Section 12 of the Restrictive Covenants is amended to add the following:

Garages in Muirwood Section 3, Phase 2. Muirwood Section 3, Phase 2 is not subject to the above restrictions. All garages in Muirwood Section 3, Phase 2 must meet the following requirements: All garages must be of adequate size to accommodate a minimum of two (2) full size automobiles. Corner lots or lots that are a minimum of ninety (90) feet wide must have an oversized 2 or 3 car side-entry garage. If a side-entry garage cannot be accommodated on a minimum of a ninety (90) feet wide lot, the Muirwood Section Six ARC may approve a front entry garage.

(i) Article V, Section 13 of the Restrictive Covenants is amended to add the following:

Exterior Materials in Muirwood Section 3, Phase 2. The following restrictions are applicable to Muirwood Section 3, Phase 2 rather than the above restrictions: All homes in Muirwood Section 3, Phase 2 must have exterior elevations of brick, stone or fiber cement siding, or any combination thereof, except that vinyl siding may be used in soffits and eaves of homes. Except for the soffits and eaves of homes, no homes in Muirwood Section 3, Phase 2 shall have any vinyl exterior elevations. In addition, all dwellings must have a brick or stone covered foundation. No exposed block exterior or split face blocks are permitted on any elevations.

As an additional requirement to those stated above, front elevations must comply with one of the following requirements: (i) the front elevation must be of brick or stone comprising no less than twenty-five (25) percent of the overall front elevation, or (ii) the front elevation must have a water table composed of brick or stone constructed at a height of no less than thirty-six (36) inches from finished grade.

(j) Article V, Section 14 of the Restrictive Covenants is amended to add the following:

Sod in Muirwood Section 3, Phase 2. The front yard of all newly completed houses in Muirwood Section 3, Phase 2 shall be sodded by a grass approved by the Muirwood Section Six ARC.

(k) Article V, Section 21 of the Restrictive Covenants is amended to add the following:

Mailboxes in Muirwood Section 3, Phase 2. For any homes constructed in Muirwood Section 3, Phase 2, the owners must use the common mail kiosk for Muirwood Section 3, Phase 2. Owners in Muirwood Section 3, Phase 2 cannot install or maintain individual mailboxes unless specifically approved by the United States Postal Service.

(l) Article V, Section 28 of the Restrictive Covenants is amended to add the following:

Window Units in Muirwood Section 3, Phase 2. In Muirwood Section 3, Phase 2, no window HVAC units or exterior window HVAC components are permitted.

(m) Article IV, Section 3 (a) is amended to add the following:

Notwithstanding the above, the above referenced restrictions on assessments shall not apply to lots in Muirwood Section 3, Phase 2. The annual assessment applicable to lots in Muirwood Section 3, Phase 2 shall be in an amount set by Muirwood Development until such time as Muirwood Development terminates Muirwood Development's right to set the annual assessments for Muirwood Section 3, Phase 2 by instrument recorded in the Register's Office of Rutherford County, Tennessee. After Muirwood Development terminates its right to set the annual assessment for Muirwood Section 3, Phase 2, the Board of Directors of the Association may set the annual assessment for lots in Muirwood Section 3, Phase 2.

(n) Article IV, Section 8 is amended to add the following:

Further notwithstanding the above, all lots in Muirwood Section 3, Phase 2 owned by Muirwood Development or any builder shall be exempt from all annual and special assessments unless a home on the lot is occupied by people on an overnight basis or is leased.

4. Any and all Owners of lots in Muirwood Subdivision Section 3, Phase 2 shall be members of the Muirwood Homeowners' Association, Inc. and be subject to and entitled to the benefits of the Association as established in the Restrictive Covenants stated hereinabove.

5. Muirwood Development, LLC reserves the right to unilaterally amend this Supplemental Restrictive Covenants for Muirwood Subdivision Phase 3, Section 2 without the consent of any other owner, so long as Muirwood Development, LLC owns any lot within Muirwood, and for a period of ten (10) years from the sale of Muirwood Development, LLC's last lot in any section of the Muirwood development.

IN WITNESS WHEREOF, said Muirwood Development, LLC has caused this instrument to be executed this the 21st day of October, 2025.

MUIRWOOD DEVELOPMENT, LLC

By: Wm/D Lantz

Title: President

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Davis Lamb, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Muirwood Development, LLC the within bargainor, and he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Muirwood Development, LLC by himself as such President.

WITNESS MY HAND and official seal at my office on this the 21st day of October, 2025.

Carrie Agent
NOTARY PUBLIC

My commission expires: 02-26-2029

