

This instrument was prepared by:

HUDSON, REED & CHRISTIANSEN, PLLC, Attorneys
16 Public Square North
Murfreesboro, Tennessee 37130

**AMENDMENT TO SUPPLEMENTAL DECLARATION OF RESTRICTIVE
COVENANTS APPLYING TO MUIRWOOD, SECTION SIX**

This Amendment to Supplemental Declaration of Restrictive Covenants Applying to Muirwood Six ("Amendment to Supplemental Declaration") is executed effective this ____ day of _____, 2024 by Muirwood Development, LLC ("Muirwood Development").

WITNESSTH

WHEREAS, Muirwood Development is the owner of a certain parcel of real property in Rutherford County, Tennessee being developed as Muirwood subdivision, Section 6 by deeds of record in Record Book 2276, page 2302 and Record Bood 2412, page 3080, Registers Office of Rutherford County, Tennessee; and

WHEREAS, Restrictive Covenants Applying to Muirwood, Section I are previously 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 previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 1034, page 1476 (collectively "Restrictive Covenants"); and

WHEREAS, Muirwood Development was assigned Declarant rights to Muirwood subdivision under the Restrictive Covenants by Assignment of Developer/Declarant Rights For Muirwood of record in Record Book 2276, page 2347 of the Registers Office of Rutherford County, Tennessee; and

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 1246170
Rec'd: 40.00 Instrument #: 2538454
State: 0.00
Clerk: 0.00 Recorded
other: 2.00 4/1/2024 at 1:05 PM
Total: 42.00 in
Record Book 2424 Pgs 2082-2089

WHEREAS, Muirwood Development previously recorded a Supplement to Declaration of Restrictive Covenants Applying to Muirwood Section VI of record in Record Book 2415, page 3713 of the Registers Office of Rutherford County, Tennessee; and

WHEREAS, Muirwood Development reserved the right to amend the Supplement to Declaration Of Restrictive Covenants Applying to Muirwood Section VI so long as it owns any lot within Muirwood Subdivision, Section Six; and

WHEREAS, Muirwood Development still owns lots within Muirwood Subdivision Section Six and desires to amend the Supplemental Declaration Of Restrictive Covenants Applying to Muirwood Section VI as provided hereinbelow;

NOW, THEREFORE, Muirwood Development, LLC amends the Supplemental Declaration as follows, said covenants to run with the land and be binding upon the owners of lots within Muirwood Subdivision, Section Six, and their successors and assigns:

1. Muirwood, Section Six, as shown on Plat of Record in Plat Book 50, Page 1, in the Register's Office of Rutherford County, Tennessee, shall be subject to the Restrictive Covenants Applying to Muirwood, Section I previously 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 previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 1034, page 1476, except as amended for Muirwood, Section Six as provided in this instrument as follows:

- (a) Article II is amended to add the following:

Section 4. MUIRWOOD SECTION 6 ARC. Notwithstanding the above, Muirwood Section Six shall have a separate Architectural Review Committee from the Architectural Review Committee under the Restrictions. The Architectural Review Committee for Muirwood Section Six 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 until such time as Declarant terminates the Muirwood Section Six ARC by written instrument recorded in the Registers 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 Registers 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. 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.

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

The following shall be applicable to Muirwood, Section Six: Upon every closing of the purchase of a home, each Purchaser of a completed residence in Muirwood Section Six 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 Six: No building in Muirwood, Section Six 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 Six, all owners of lots in Muirwood, Section Six 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 Six shall not be required to consult with the City of Murfreesboro.

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

The above fence restrictions do not apply to Muirwood Section Six. For Muirwood Section Six, 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) Section Six, Article V, Section 10 of the Restrictive Covenants is amended to add the following:

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

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

Minimum Square Footage of Houses in Muirwood, Section Six. The following minimums shall apply to Muirwood, Section Six: 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) Section Six, Article V, Section 12 of the Restrictive Covenants is amended to add the following:

Garages in Muirwood Section Six. Muirwood Section Six is not subject to the above restrictions. All garages in Muirwood Section Six 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) Section Six, Article V, Section 13 of the Restrictive Covenants is amended to add the following:

Exterior Materials in Muirwood, Section Six. The following restrictions are applicable to Muirwood Section Six rather than the above restrictions: All homes in Muirwood Section Six 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 Six 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) Section Six, Article V, Section 14 of the Restrictive Covenants is amended to add the following:

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

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

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

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

Section 28. Window Units in Muirwood, Section Six. In Muirwood, Section Six, 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 Six. The annual assessment applicable to lots in Muirwood Section Six 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 Six by

instrument recorded in the Registers Office of Rutherford County, Tennessee. After Muirwood Development terminates its right to set the annual assessment for Muirwood Section Six, the Board of Directors of the Association may set the annual assessment for lots in Muirwood Section Six.

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

Further notwithstanding the above, all lots in Muirwood Section Six 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.

2. Any and all lot owners of Muirwood, Section Six shall be subject to the restrictions, regulations, conditions, covenants and plans as provided in the Restrictive Covenants Applying to Muirwood, Section I previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 844, Page 1379, First Amendment to the Restrictive Covenants Applying to Muirwood, Section I previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 1034, page 1476, except as amended herein. In the event of conflict between the terms and provisions of this Amendment to Supplemental Declaration with the Restrictive Covenants, the terms and provisions of this Amendment to Supplemental Declaration shall control. With regard to building requirements and elevations, Muirwood Section Six shall not be subject to any requirements except those expressly stated herein as being applicable to Muirwood Section Six.

3. Any and all lot owners of Muirwood, Section Six shall be members of the Muirwood Home Owners Association, Inc. and be subject to, and entitled to, the benefits of the Association as established in the Restrictive Covenants Applying to Muirwood, Section I previously of record in the Register's Office for Rutherford County,

Tennessee in Record Book 844, Page 1379, First Amendment to the Restrictive Covenants Applying to Muirwood, Section I previously of record in the Register's Office for Rutherford County, Tennessee in Record Book 1034, page 1476, as amended by this Amendment to Supplemental Declaration.

4. Developer reserves the right to unilaterally amend the restrictions to Muirwood Section Six for a period of ten (10) years after Developer closes on the sale of its last lot in Muirwood, Section Six.

IN WITNESS WHEREOF, said Developer has caused this instrument to be executed this the ____ day of _____, 2024.

"DEVELOPER"

MUIRWOOD DEVELOPMENT, LLC
By: [Signature]
Title: MEMBER

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, and who upon his/her oath acknowledged himself/herself to be the Member of Muirwood Development, LLC, and he/she as such Member, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of Muirwood Development, LLC by himself/herself as such Member.

WITNESS MY HAND and official seal at my office on this the 26TH day of March, 2024.

My commission expires: 9-18-2027

Pamela Jo Minor
NOTARY PUBLIC

