

RESTRICTIVE COVENANTS APPLYING TO
BURTON FARMS SUBDIVISION
SECTIONS I AND II

BURTON FARMS PARTNERSHIP, a partnership, (hereafter "Developer") being the owner in fee simple of the real estate that has been subdivided and named BURTON FARMS SUBDIVISION, SECTIONS I AND II, according to a survey and plat of same made by HUDDLESTON-STEEL ENGINEERING, INC., which plat is of record in Plat Book 24, page 11, (Section I) and Plat Book 24, page 36, (Section II), Register's Office of Rutherford County, Tennessee, and which plat is 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 SUBDIVISION, SECTIONS I AND II, their heirs and assigns.

Additional sections may be annexed by Developer and made subject to these restrictions from portions of the real property described in Deed Book 662, page 733, of record in the Register's Office of Rutherford County, Tennessee, by execution of a document signed by Developer annexing additional sections and making them subject to these restrictions and recording same in the Register's Office of Rutherford County, Tennessee.

1. There is hereby appointed an Architectural Review Committee to be comprised of three people. The initial committee shall be composed of JAMES S. HARVEY, ROBERT E. FRANCIS and TIM J. DURHAM. Each committee member shall serve a three-year term, with the initial terms expiring on the following dates:

JAMES S. HARVEY	January 1, 2003
TIM J. DURHAM	January 1, 2004
ROBERT E. FRANCIS	January 1, 2005

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 future committee member must either own in his own name, or jointly with his spouse, a subdivided lot in BURTON FARMS SUBDIVISION, SECTIONS I AND II.

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 shall have 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 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 improvements 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 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. Group homes of any kind are expressly prohibited.
3. No lot shall be resubdivided, but shall remain 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 operation 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.
5. No animals of any kind shall be allowed or maintained on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept for commercial purposes. Horses and goats are expressly prohibited.
6. No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence on any lot.
7. 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, unclosed 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.
8. 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 for a one story dwelling; a minimum of 1,700 square feet for a one and one-half story dwelling (1200 square feet to be located on the first floor); and a minimum of 2000 square feet for a two story dwelling.
9. All dwelling houses shall have a two-car garage.
10. 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" on site. No prefabricated outbuildings shall be permitted.

11. Each residence shall have a brick finish on a minimum of 70% of the exterior surface. All foundations shall be brick to grade.
12. No fence shall be permitted between any rear corner of the dwelling house and the street. 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.
13. 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 or junk automobiles shall be permitted on any lot or street in the subdivision.
14. The Developer or its assigns reserves 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.
15. 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".
16. 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.
17. 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 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 necessary or property attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables 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, 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;
18. Exterior television and radio antennas shall not extend more than two feet in height above the ridge line of the dwelling house roof. Satellite dishes shall not exceed twenty-four inches in diameter. Any installation and placement must be pre-approved by the Architectural Review Committee.
19. Exposed metal fireplace chimneys are prohibited.
20. No outside clotheslines or other apparatus for the drying of clothes shall be permitted.
21. No above ground swimming pools shall be permitted.
22. All building setback lines required by the controlling governmental authority shall be strictly observed and followed.
23. 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.
24. All driveways shall be surfaced with poured concrete.
25. All mailboxes shall be of an ornamental design and materials as approved by the Architectural Review Committee.
26. A. After commencement of the development and construction of homes in the subdivision, the owner shall establish and manage a Homeowners Association for the purpose of establishing rules, regulations, schedule of payments, including penalties for late payments, and authority for insuring and providing for the proper maintenance of the yards and other landscaping surrounding the dwelling units constructed on each subdivision lot. The rules, etc., so established by the owner shall be binding upon all purchasers of lots in the subdivision, their heirs, successors and assigns until such time as the management of the Homeowners Association is vested in the remaining lot owners as hereinafter setforth. After ninety percent (90%) of the construction of single family residential units has been completed, the owner shall transfer management of the Homeowners Association to a Managing Committee. Said Managing Committee shall consist of five persons, each of whom must own at least one lot in the subdivision, and who shall serve and act on behalf of the Homeowners Association until such time as their successors are elected by a majority of the lot owners in said subdivision, each lot owner having one vote per zero lot.

The members of the Managing Committee shall be appointed by the owner. The rules, regulations and schedule of payments, including late fees for those not paying on time, established by the owner shall be continued by the Managing Committee but may be changed from time to time by a similar majority vote of the Committee or any succeeding Managing Committee.

- 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 monthly 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 monthly 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 a 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 fees, the Association or managing agent is hereby authorized and empowered upon giving 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 fees and advertising costs incurred in connection with such proceeding. The lot owner being foreclosed shall be required to pay the Association the monthly 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 became 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 from 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. AFTER THE TRANSFER OF A LOT FROM THE OWNER/DEVELOPER TO AN INITIAL LOT OWNER, EACH SUBSEQUENT OWNER TO THE INITIAL OWNER SHALL PAY AN INITIATION FEE AT THE TIME OF TRANSFER TO THE ASSOCIATION. THE INITIAL AMOUNT OF THIS FEE WILL BE \$ _____. THE AMOUNT OF THIS FEE MAY BE CHANGED BY THE ASSOCIATION AT ANY TIME. NON-PAYMENT OF THIS FEE AT THE TIME OF TRANSFER SHALL GIVE THE ASSOCIATION ALL OF THE RIGHTS OF COLLECTION AND LIEN RIGHTS PROVIDED IN THIS PARAGRAPH 9.
- F. The Managing Committee 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 Managing Committee shall have the powers and duties necessary for proper care and control of any common areas 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 Committee 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 Committee for its approval. No construction, reconstruction, remodeling,

alteration or additions of any structure, building, fencewall, 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 Managing 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 act within twenty-one (21) days of receipt of proposed plans and specifications, and in the event of disapproval, the Committee 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 to the lot owner. Failure by the Committee to approve or reject within said 21-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 Managing Committee simultaneous with construction plans and specifications. Such approved plans and specifications for landscaping shall be installed within 30 days following construction completion.
- iii. Meetings of the Managing 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.
- iv. The members of the Managing Committee shall not be liable to lot owners for any mistake of judgement, negligent or otherwise, except for their own individual and willful misconduct or bad faith.
- v. The members of the Managing Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.

- vi. For good cause shown, the Managing Committee 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 said Managing Committee to be a complementary asset to the Development. The Managing Committee 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 Committee shall not compromise the high esthetic standards of the development.

- vii. By way of example, and not in limitation, the power and authority of the Committee shall include approval/rejection/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/colors
 - 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/location/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 Managing Committee.

- G. There shall be a general right-of-way and easement for the benefit of the Managing Committee, 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

areas, walls, signs and fences of the subdivision are charged to and the responsibility of the Managing Committee. The Managing Committee 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 Managing Committee shall have the right to attach a legal lien to any lot for failure to pay any assessed maintenance fees.

27. The owner of this subdivision, or its assigns, or representatives of the Homeowner's Association are reserved 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 owner thereof, which shall become a lien upon the lot upon recordation of notice thereof in the Rutherford County Register's Office.
28. These protective covenants shall be enforced by the Architectural Review Committee herein created, the Homeowners Association to be created, or any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain the violation or to recover damages. In the event litigation is implemented for the enforcement of these covenants, the prevailing party shall be entitled to an award of attorney fees as additional damages.
29. Amendment of these restrictions shall be the exclusive right of the Developer, so long as the Developer owns at least two (2) lots in the original Section I or any additional sections added hereto. Thereafter, amendments may be made by an instrument signed by not less than 51% of the owners of the lots, one vote per lot, subject to these restrictions and shall include any additional sections added hereto and made subject to these restrictions.
30. Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding lot owners until January 1, 2035, at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years.

IN WITNESS WHEREOF, the undersigned has affixed his signature on this the 16th day of April, 2001.

BURTON FARMS PARTNERSHIP, a partnership

BY: [Signature]
JAMES S. HARVEY, Partner

BY: [Signature]
TIM J. DURHAM

BY: [Signature]
ROBERT E. FRANCIS

BY: [Signature]
H. ALLEN JONES

BY: [Signature]
RALPH H. FARRER

Jennifer K Gerhart, Register
Rutherford County Tennessee
Rel #: 258384 Instrument 1061710
Rec'd: 44.00 Hkt: 60 Pg 239
State: 0.00
Clerk: 0.00 Recorded
RF: 2.00 5/21/2001 at 12:39 pm
Total: 46.00 in Record Book
68 Pages 2617-2627

STATE OF TENNESSEE)
) ss.
COUNTY OF RUTHERFORD)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared JAMES S. HARVEY, TIM J. DURHAM, ROBERT E. FRANCIS, H. ALLEN JONES and RALPH H. FARRER, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be partners of BURTON FARMS PARTNERSHIP, a partnership, the within named bargainor, and that they as such partners executed the foregoing (RESTRICTIONS) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, this 16th day of April, 2001.

PREPARED BY LARRY K. TOLBERT, ATTY
MURFREESBORO, TN FROM
INFORMATION FURNISHED BY THE PARTIES

[Signature]
Notary Public
My Commission expires June 17, 2002



Record Book
68 Pg 2627

THIS DOCUMENT PREPARED BY LARRY K. TOLBERT, ATTY.
MURFREESBORO, TENNESSEE FROM
INFORMATION FURNISHED BY THE PARTIES

AMENDMENT TO RESTRICTIONS
APPLYING TO
BURTON FARMS SUBDIVISION
SECTIONS I AND II

WHEREAS, the undersigned, BURTON FARMS PARTNERSHIP, a partnership, is the owner of all lots shown and set forth on that certain plat of Burton Farms Subdivision, Sections I and II, which plat is of record at Plat Book 24, page 11, (Section I) and Plat Book 24, page 36 (Section II), Register's Office of Rutherford County, Tennessee; and

WHEREAS, said owner has heretofore executed and caused to be recorded in the Register's Office certain Restrictive Covenants applying to said referenced Burton Farms Subdivision, Sections I and II, which Restrictive Covenants are of record at Record Book 68, page 2617, Register's Office of Rutherford County, Tennessee; and

WHEREAS, the undersigned, by these presents, desire to amend said referenced restrictions.

NOW THEREFORE, in consideration of the premises, said referenced Restrictive Covenants Applying to Burton Farms Subdivision, Sections I and II are hereby amended as follows:

1. Additional Paragraphs shall be added to the referenced Restrictive Covenants as follows:
 31. A. *After commencement of the development and construction of homes in the subdivision, the developer shall establish and manage a Homeowners Association for the purpose of establishing rules, regulations, schedule of payments, including penalties for late payments, and authority for insuring and providing for the proper maintenance of the yards and other landscaping surrounding the dwelling units constructed on each subdivision lot. The rules, etc., so established by the owner shall be binding upon all purchasers of lots in the subdivision, their heirs, successors and assigns until such time as the management of the Homeowners Association is vested in the remaining lot owners as hereinafter setforth. After one hundred percent (100%) of the construction of single family residential units has been completed, the owner shall transfer management of the Homeowners Association to a Managing Committee. Said Managing Committee shall consist of five persons, each of whom must own at least one lot in the*

subdivision, and who shall serve and act on behalf of the Homeowners Association until such time as their successors are elected by a majority of the lot owners in said subdivision, each lot owner having one vote per zero lot. The members of the Managing Committee shall be appointed by the owner. The rules, regulations and schedule of payments, including late fees for those not paying on time, established by the owner shall be continued by the Managing Committee but may be changed from time to time by a similar majority vote of the Committee or any succeeding Managing Committee.

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 monthly 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 monthly 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 a 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 fees, the Association or managing agent is hereby authorized and empowered upon giving 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 fees and advertising costs incurred in connection with such proceeding. The lot owner being foreclosed shall be required to pay the Association the monthly 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 became 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 from 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. AFTER THE TRANSFER OF A LOT FROM THE OWNER/DEVELOPER TO AN INITIAL LOT OWNER, EACH SUBSEQUENT OWNER TO THE INITIAL OWNER SHALL PAY AN INITIATION FEE AT THE TIME OF TRANSFER TO THE ASSOCIATION. THE INITIAL AMOUNT OF THIS FEE WILL BE \$10.00. THE AMOUNT OF THIS FEE MAY BE CHANGED BY THE ASSOCIATION AT ANY TIME. NON-PAYMENT OF THIS FEE AT THE TIME OF TRANSFER SHALL GIVE THE ASSOCIATION ALL OF THE RIGHTS OF COLLECTION AND LIEN RIGHTS PROVIDED IN THIS PARAGRAPH 9.
- F. The Managing Committee 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 Managing Committee shall have the powers and duties necessary for proper care and control of any common areas 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 Committee shall include, but not be limited to, the following:
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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 Managing 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 act within twenty-one (21) days of receipt of proposed plans and specifications, and in the event of disapproval, the Committee 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 to the lot owner. Failure by the Committee to approve or reject within said 21-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 Managing Committee simultaneous with construction plans and specifications. Such approved plans and specifications for landscaping shall be installed within 30 days following construction completion.
- iii. Meetings of the Managing 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.
- iv. The members of the Managing Committee shall not be liable to lot owners for any mistake of judgement, negligent or otherwise, except for their own individual and willful misconduct or bad faith.
- v. The members of the Managing Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.
- vi. For good cause shown, the Managing Committee 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 said Managing Committee to be a complementary asset to the Development. The Managing Committee 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 Committee shall not compromise the high esthetic standards of the development.

- vii. By way of example, and not in limitation, the power and authority of the Committee shall include approval/rejection/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/colors
 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/location/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 Managing Committee.
- G. There shall be a general right-of-way and easement for the benefit of the Managing Committee, 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 areas, walls, signs and fences of the subdivision are charged to and the responsibility of the Managing Committee. The Managing Committee 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 Managing Committee shall have the right

to attach a legal lien to any lot for failure to pay any assessed maintenance fees.

32. The developer of this subdivision, or his successors in interest, or representatives of the Homeowner's Association are reserved 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 owner thereof, which shall become a lien upon the lot upon recordation of notice thereof in the Rutherford County Register's Office.

2. All other provisions of said referenced Restrictive Covenants are hereby ratified and reaffirmed.

WITNESS OUR HANDS this 10th day of December, 2001.

BURTON FARMS PARTNERSHIP, a Partnership

BY: *James S. Harvey*
JAMES S. HARVEY, Partner

BY: *Tim J. Durham*
TIM J. DURHAM, Partner

BY: *Robert E. Francis*
ROBERT E. FRANCIS, Partner

BY: *H. Allen Jones*
H. ALLEN JONES, Partner

BY: *Ralph H. Farrer*
RALPH H. FARRER

Jennifer M Gernart, Register
Rutherford County Tennessee
Rec #: 290638 Instrument 109894
State: 30.00 MBK: 62 Pa 881
Clerk: 0.00
EDP: 2.00 12/14/2001 at 12:11
Totals: 32.00
in Record Book
119 Pages 154-155

STATE OF TENNESSEE)
) ss.
RUTHERFORD COUNTY)

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared JAMES S. HARVEY, TIM J. DURHAM, ROBERT E. FRANCIS, H. ALLEN JONES, and RALPH H. FARRER, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Partners of BURTON FARMS PARTNERSHIP, a partnership, the within named bargainors, and that they as such officers executed the foregoing (AMENDMENT TO RESTRICTIONS APPLYING TO BURTON FARMS SUBDIVISION, SECTIONS I AND II) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, this the 10th day of December, 2001.

Judy Anne Taylor
Notary Public
My Commission expires: *June 7, 2002*


This document was prepared by:
Huddleston-Steele Engineering, Inc.
2115 Northwest Broad Street
Murfreesboro, Tennessee 37129

SURVEYORS CERTIFICATE OF CORRECTION
FOR SECTION II
BURTON FARMS SUBDIVISION
PLAT BOOK 24, PAGE 36
RUTHERFORD COUNTY, TENNESSEE

Record Book
73 Pg 988


Whereas, Richard H. Stem, Jr., Registered Land Surveyor, desires to change the Side and Rear Setbacks on the original Plat of Burton Farms, Section II, as recorded in Plat Book 24, Page 36 of the Register's Office of Rutherford County, Tennessee and file this Certificate of Correction for the purpose of stating that the Side Setback is 15 feet instead of 10 as shown, and that the Rear Setback is 25 feet instead of 20 as shown.

All other information on Section II, Burton Farms Subdivision remains the same.

In Witness whereof the parties hereto have set their signatures this 8th day of June, 2001.

Approved:
Huddleston-Steele Engineering, Inc.

Town of Smyrna


Richard H. Stem, Jr., RLS No. 1637


Kevin Rigsby, Director of Planning/Codes

Owner: Burton Farms Partnership (Deed Book 662, Page 733)


James S. Harvey


Tim J. Durham

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me the undersigned, a Notary Public in and for the said County and State aforesaid, Kevin Rigsby, Director of Planning/Codes for the Town of Smyrna with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who upon his oath acknowledges that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Witness My hand and official seal at Murfreesboro, Tennessee, this 8th day of June

My Commission Expires May 21, 2004
Shelli G...
Notary Public



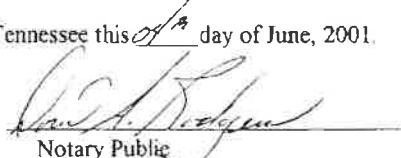
STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named Richard H. Stem, Jr. with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who upon his oath acknowledges that he executed the within instrument for the purpose therein contained.

Witness My hand and official seal at Murfreesboro, Tennessee this 8th day of June, 2001.



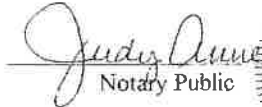

My Commission Expires 15 February 2003


Notary Public

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named James S Harvey with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who upon his oath acknowledges that he executed the within instrument for the purpose therein contained.

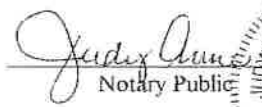
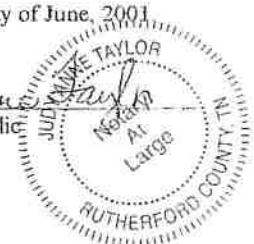
Witness My hand and official seal at Murfreesboro, Tennessee this 8th day of June, 2001.

My Commission Expires June 17, 2002 
Notary Public 

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned, a Notary Public in and for the said County and State, the within named Tim J Durham with whom I am personally acquainted or proved to me on the basis of satisfactory evidence and who upon his oath acknowledges that he executed the within instrument for the purpose therein contained.

Witness My hand and official seal at Murfreesboro, Tennessee this 8th day of June, 2001.

My Commission Expires June 17, 2002 
Notary Public 

Jennifer M Gerhart, Register
Rutherford County, Tennessee
Rec #: 260965 Instrument 095272
Rec'd: 9.00 Hk: 60 Ps 484
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 6/8/2001 at 10:50 am
Total: 10.00 in Record Book
73 Pages 988-989