

This instrument was prepared by:
Murfree & Murfree, PLLC
805 S. Church Street, Suite 6
Murfreesboro, TN 37130

RESTRICTIVE COVENANTS AND HOMEOWNERS' ASSOCIATION APPLYING TO
THE SUBDIVISION NAMED

TRIPLE CROWN FARMS, SECTION I

11th CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

RESTRICTIONS

NEW SOUTH DEVELOPMENTS II, L.L.C., hereinafter referred to as "Developer," or being the owner in fee simple of the real estate that has been subdivided and named Triple Crown Farms, Section I, according to a survey and plat of same made by Huddleston-Steele Engineering, Inc. which plat is of record in Plat Book 29, page 232, 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 Triple Crown Farms, Section I, their heirs and assigns, as follows:

The restrictions and covenants herein contained shall run with and bind each and all of the lots of the subdivision, and each and all of the owners of such lots, and all persons claiming under such owners for thirty (30) years. After said thirty (30) year period, the same shall be automatically extended for two (2) successive periods of ten (10) years each unless cancelled by two-thirds (2/3) of the lot owners covered by said restrictions.

Additional sections may be annexed by Developer and made subject to these restrictions from part or all of the real property described in the following Record book and pages 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, to-wit: Record Book 488, page 1515. These tracts are presently owned by or under contract or option by Developer. Additional sections may also be annexed by Developer and made subject to these restrictions from any contiguous real property to the hereinabove described properties which are subsequently acquired by Developer as hereinabove set out. As each section is added, each lot in the new section shall be classified for purposes of restrictive covenants, voting, and homeowner's assessments.

Amendments to these restrictions may be made by the Developer, New South Developments II, L.L.C., so long as, New South Developments II, L.L.C. owns a total of one (1) lot in the original Section I or one (1) lot in any additional sections added hereto as hereinabove set out or as long as New South Developments II, L.L.C. owns or has under contract or option any property described in the following Record books and pages of record in the Register's Office of Rutherford County, Tennessee which property may later be annexed and made subject to these restrictions, to-wit: Record Book 488, page 1515 or as long as New South Developments II, L.L.C. owns or has under option or contract any property contiguous to the above described property. After, New South Developments II, L.L.C. no longer owns as many as one (1) lot in this original Section I or any additional sections added hereto, or no longer owns or has under contract or option any of the real property described in the following Record books and pages of record in the Register's office of Rutherford County, Tennessee, to-wit: Record Book 488, page 1515 or no longer owns or has under option or contract any property contiguous to the above described properties which may be developed and made subject to these restrictions, then the 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 the restrictions.

New South Developments II, L.L.C., the developer of the proposed Triple Crown Farms subdivision shall provide an architectural review committee which shall review and approve all proposed improvements to insure the adherence to covenants and restrictions, to enhance the aesthetics of the subdivision, and to insure that the design review guidelines for Triple Crown Farms subdivision are followed. At such time as, New South Developments II, L.L.C. no longer owns at least one (1) lot in this original section of Triple Crown Farms, Section I, or any section added thereto and made subject to these restrictions, and no longer owns, has under contract or option any of the real property described in the following Record books and pages of record in the Register's office of Rutherford County, Tennessee, to-wit: Record Book 488, Page 1515, or no longer owns or has under option or contract any property contiguous to the above described properties which may be developed and made subject to these restrictions, or until such time as the developer elects, the Architectural Review Committee shall thereafter be appointed by the Board of Directors of the Triple Crown Farms Homeowners' Association, Inc.

No building, fence, wall, Barn, Outbuilding, or other structure shall be commenced or changed on any lot until the construction plans and specifications have been submitted to the review committee and approved by the committee. The committee shall have thirty (30) days to approve or disapprove of submitted plans.

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 Architectural Review Committee shall also have the right to waive any restrictions or covenants for any lot when such waiver is deemed necessary. 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.

The Architectural Review Committee members shall not be compensated for work done while serving on the committee. Members of the Architectural Review Committee and the Developer shall not be liable for decisions related to the action of the Architectural Review Committee or for any other actions related to the implementation, enforcement of these provisions or the failure to implement or enforce the provisions of this agreement.

The Developer or the Triple Crown Farms Homeowners' Association, Inc., its successor and assigns, shall have the right to enforce by any proceeding at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any lot in the subdivision. Failure by the Developer or the Triple Crown Farms Homeowners' Association, Inc. to enforce any of such shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of the covenants and restrictions or other provisions herein contained by judgment or court order shall in no way affect any of the other covenants and restrictions herein contained which shall remain in full force and effect. Any owner of any lot in the subdivision which shall include any additional sections annexed by the Developer and made subject to these restrictions shall have the right to notify the Triple Crown Farms Homeowners' Association, Inc. of any violation of these restrictive covenants and the Triple Crown Farms Homeowners' Association, Inc. may, by majority vote of its board, elect to take action or not to take action.

The following set out restrictions shall apply to Triple Crown Farms, Section I, as set out in plat of record in Plat Book 27, page 232, as well as any additional sections made subject hereto by written document filed of record in the Register's Office of Rutherford County, Tennessee.

1. No lot shall be used for any purpose except for

residential purposes. Only one single-family dwelling shall be erected, altered, placed or permitted on any lot unless hereafter provided. No structure is to exceed two (2) stories unless approved by the Architectural Review Committee. No improvement may be constructed on any lot without the express written consent of the Architectural Review Committee. However, it is specifically understood that nothing hereinafter contained shall prevent the sale of a lot or lots to the Homeowners' Association for a common area for the common use and enjoyment of the homeowners on which anything may be erected including without limitation roads, footpaths, bicycle paths, jogging trail, recreational facilities, gates, boundary walls and fences, median areas, landscape areas, swimming pools, and clubhouse.

2. All plans and specifications for all structures must be submitted to and approved in writing by the Architectural Review Committee.

(a) As hereinabove provided, the Architectural Review Committee shall be appointed by the Developer until such time as Developer, no longer owns at least one (1) lot in this original section of Triple Crown Farms, Section I, or any section added thereto and made subject to these restrictions, and no longer owns, has under contract or option, any of the real property described in the following Record book and page of record in the Register's office of Rutherford County, Tennessee, to-wit: Deed Book 488, Page 1515, or no longer owns or has under option or contract any property contiguous to the above described properties which may be developed and made subject to these restrictions, or until such time as the developer elects. Thereafter, all future appointments to this three (3) person board shall be made by the Board of Directors of the Triple Crown Farms Homeowners' Association, Inc. Each member of the Architectural Review Committee will serve at the pleasure of the Board of Directors of the Triple Crown Farms Homeowners' Association, Inc.

(b) No clearing of trees, building, driveway, fence, wall, or structure of any type may be erected, placed or altered on any lot until and unless the Architectural Review Board has given its prior approval in writing.

(c) The Architectural Review Committee may, in its discretion, adopt, alter, delete or amend Design Review Guidelines for the convenience of builders and lot owners, but the inclusion of any recommendation in those guidelines shall not preclude the absolute right of the Architectural Review Board to disapprove any plans. The Architectural Review Board may from time to time amend or change the Design Review Guidelines but the amendment or change of the restrictions herein can only be made by amendment as hereinafter specified.

(d) Neither the Architectural Review Committee nor any member thereof shall be liable to the Triple Crown Farms Homeowners' Association, Inc. or to any member or former member, or any lot owner of Triple Crown Farms, Section I, or any subsequent sections added hereto, for any damage, loss, or prejudice suffered or claimed on account of (1) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (2) the construction or performance of any work, whether or not pursuant to approved plans, specifications or drawings, or (3) the development of any property within the subdivision.

3. Prior to construction of any improvement, the owner of each lot shall maintain and keep the lot in a clean and neat manner which is satisfactory to the Architectural Review Committee. This includes but is not limited to the keeping of the grass cut and undergrowth under control and keeping the lot free of debris or obstructions which might prohibit right-of-way maintenance.

(4). There shall be a minimum of four thousand (4,000) sq. ft. of heated living space.

- (5). All homes shall be constructed with a minimum of 90% brick or stone.
- (6). All homes must have a minimum three (3) vehicle garage which shall be attached to the home and no front entry garages shall be permitted.
- (7). Each building owner shall obtain, at his sole expense, fire and extended coverage insurance from an insurance carrier qualified to do business in the state of Tennessee, to the extent of the full replacement value, minus ordinary deductions, of all insurable improvements included within the building, insuring against damage or destruction by fire or other hazard. The cost of such insurance shall be the sole responsibility of each owner.
- (8). In the event of damage, or destruction by fire or other casualty to any unit, building, or other property which is required to be covered by insurance obtained by an individual owner, such owner shall as soon as practicable rebuild or repair the damaged or destroyed portions of such property in a good and workmanlike manner in conformance with the original plans and specifications for the same.
- (9). There is hereby granted a blanket easement upon, across, over, and under all lots and/or buildings located within Triple Crown Farms, for ingress, egress, installing, replacing, repairing and maintaining master television antenna systems, security and similar systems, surface water drainage facilities, and all utilities, including but not limited to, water, gas, sewers, telephones and electricity
- (10). The developer hereby reserves unto itself, its successors and assigns, the following easements and rights-of-way, in, on, over, under and through all lots, and each unit or building located thereon, for so long as Developer owns any lot, unit or building primarily for the purpose of sale;
- (i). For the installation, construction and maintenance of conduits, lines, and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- (ii). For the construction of buildings and related improvements;
- (iii). For the installation, construction and maintenance of storm water drains, public and private sewers, and any other public or quasi-public utility facility;
- (iv). For the use of any sales office, model units or buildings, and parking spaces in connection with its efforts to market units or buildings;
- (v). For the maintenance of such other facilities and equipment as in the sold discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sales of lots.
11. No building may be located on any lot nearer to the front lot line than the minimum building setback line shown on the recorded plat of said subdivision unless a variance is approved by the Architectural Review Committee and the appropriate governmental authorities. The actual setbacks shall be determined by the Architectural Review Committee.
12. The location and dimensions for all clearing and removal

of debris for and the actual location of the building on each lot shall be subject to the prior written approval of the Architectural Review Committee.

13. No healthy trees larger than 2" in diameter may be cut or destroyed on any lot which tree is outside of 10 feet from the building without the prior written consent of the Architectural Review Committee.

14. Any lot, proposed to be altered from its natural state, shall be landscaped according to plans approved by the Architectural Review Committee. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Prior to occupancy, but no later than nine (9) months after construction begins, a minimum of twenty-four (24) two-gallon size or better plantings, and a minimum of four (4) 1-1/2" - 2" caliber trees or larger planted on each lot.

15. No antenna for transmission or reception of television signal or any other form of electromagnetic radiation shall be erected, used or maintained where visible from any adjoining lot; unless new technology makes the same compatible with the purpose of these covenants and approval is received from the Architectural Review Committee.

16. All exterior lighting shall be consistent with the character established in the subdivision and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to uplighting or downlighting and the style and type of lighting shall be compatible with the building design and materials. No color lens or lamps are allowed. This provision includes but is not limited to Holiday Lighting.

17. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knolls, dams or hills, and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior consent of the Architectural Review Committee, whether on private property or in common areas.

18. No bird baths, frog ponds, flag poles, lawn sculptures, artificial plants, birdhouses, rock gardens, statues or similar types of accessories and lawn furnishings are permitted on any lot without prior written approval of the Architectural Review Committee.

19. All basketball backboards and other fixed and play structures are subject to approval by the Architectural Review Committee and shall be located at the side or rear of the building. Tree houses or platforms of a like kind or nature shall not be constructed unless approved by the Architectural Review Committee.

20. No signs whatsoever, (including but not limited to commercial, political and similar signs) shall be erected or maintained on the home site, except such signs as may be required by law and such signs as may be approved by the Architectural Review Committee.

21. Mailboxes shall be uniform and must be purchased from a source approved by the Developer and/or the Architectural Review Committee.

22. All fences and walls must be approved by the Architectural Review Committee; chain link or wire fence will not be allowed. However, vinyl clad steel fence may be approved by the Architectural Review Committee, and if so, only if the colors appropriately blend with the environment.

23. No lot shall be split, divided, or subdivided except to increase the size of adjoining lots and when this occurs, the side lot

lines shall be the extreme side lines of the combined lots. Developer, however, hereby expressly reserves the right to replat any lot or lots making said lot or lots larger or smaller as well as replat any property including common area in the subdivision.

24. No structure of a temporary nature, trailer, tent, shack, barn, storage sheds or other outbuilding shall be constructed or used at any time on any lot either temporarily or permanently unless approved by the Architectural Review Committee.

25. No noxious or offensive activity may be carried on upon any lot, nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Any loose debris, subject to being scattered by wind or animals, shall be bagged or otherwise contained before placing same on the street or curb. Parking on the streets shall not be allowed except that said parking shall be allowed for special events or for private parties.

If noxious or offensive activity occurs and same is not corrected after one (1) 30-day notice to lot owners, then the Developer or thereafter the Triple Crown Homeowners' Association, Inc., in the discretion of the Board of Directors, may expend the cost to correct the condition and charge it to the lot owner and the lot owner shall immediately reimburse said amount to the Association, the cost of same shall become a lien on the lot.

Additionally, and during construction, there shall be no violation of any requirement set forth by the Architectural Review Committee for such matters including, but not limited to, erosion control including erection of silt screens, and protection of neighboring lots and drainage areas, curb and asphalt street damage, dirt in streets or failure to contain construction materials including, but not limited to, spoiling of construction materials such as concrete onto streets, common areas or adjoining lots.

26. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided said animals do not become a nuisance because of noise or otherwise. Horses shall be permitted but are expressly limited to one horse per acre and no lot shall be permitted to have more than three (3) horses at any time.

27. No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste may not be kept except in sanitary containers. All trash bins or other equipment for disposal of such materials must be kept in a clean and sanitary condition. If garbage, trash or other waste are on the lot and such problem is not corrected after one (1) 30-day notice to lot owners, then the Developer or thereafter the Triple Crown Farms Homeowners' Association, Inc., in the discretion of the Board of Directors, may expend the cost to correct the condition and charge it to the lot owner and the lot owner shall immediately reimburse said amount to the Association, the cost of same shall become a lien on the lot.

28. No boat, boat trailer, house trailer, horse trailer, camper, motor home, motorcycle or other similar recreational item or broken down vehicles shall be stored on any lot for a period in excess of 24 hours unless housed in a carport or garage, or unless adequately covered so as not to create an eyesore. The Architectural Review Committee shall determine if a lot owner has complied with this provision.

29. No commercial vehicle or equipment shall be stored at any place on any lot within public view and unless approved by the Architectural Review Committee.

30. Each lot owner shall have the non-exclusive right to use all common areas or rights of ingress and egress, as may be established by the Developer or the Triple Crown Farms Homeowners' Association, Inc.

upon such terms and conditions as set forth by either of them. No lot owner shall cause or allow to be caused any damage or waste to such common areas.

31. The exterior of any such improvements on any lot shall and must be properly maintained and this includes but is not limited to painting, replacing rotten or defective items and maintaining the exterior maintenance to prevent such as chipped and peeling paint and mildew. Each landowner shall be responsible for cutting grass, trimming trees and shrubs, and generally keeping the appearance of the lot up. This further includes anything that would generally detract from the neighborhood. If such deterioration occurs and is not corrected after two thirty-day notices to the lot owner, then the Developer or Triple Crown Farms Homeowners' Association, Inc., in the discretion of the Board of Directors, may expend the cost to correct the condition and charge it to the lot owner and the lot owner shall immediately reimburse said amount to the Association, the cost of same shall become a lien on the lot.

32. Any structure which is pre-assembled or already constructed and which a lot owner desires to move onto a lot covered by these restrictions must receive the prior approval of the Architectural Review Committee, which approval may be withheld on the subjective grounds that the structure does not conform with the character and general atmosphere of the subdivision even though such structure may meet all minimum square footage and all other requirements.

33. Once construction has commenced on any lot, it shall proceed diligently. Owner is responsible for maintaining a neat and orderly construction site. Site is to be cleaned up on the outside at least once weekly. A temporary gravel drive must be installed prior to construction.

34. All automobiles owned or used by the Owner or Occupant of any dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.

35. Recreational Vehicles and Equipment.

(a) Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, bicycles, motorized carts and all-terrain vehicles, lawn mowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall: (i) not be parked on the street at any time and (ii) not be permitted stored or allowed to remain on any lot, unless the same is placed, stored and maintained within a wholly-enclosed structure, with roofing and doors, on such lot. Any such enclosed structure must be approved by the Architectural Review Committee. The Common Areas shall not, unless expressly permitted by the Association, be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment.

(b) Each lot or dwelling shall provide for adequate off-street parking (i.e., parking areas located solely within the property lines of such lot or dwelling). Vehicles owned by inhabitants of a dwelling shall not be parked on the street. Vehicles shall be parked only in driveways constructed in accordance with those provisions or in garages. Vehicles shall not be parked on any landscaped or natural areas of a lot or dwelling.

(c) Any vehicle which is inoperable shall be immediately removed from the development. No owner or occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any lot, "structure" or "dwelling" or within any portion of the common areas. If upon one 30 day notice by the Developer, Architectural Review Committee, or the Triple Crown Farms Homeowners' Association that any inoperable vehicle must be moved or removed from a lot, and any such