

PREPARED BY LARRY K. TOLBERT, ATTY.
425 W. COLLEGE STREET
MURFREESBORO, TN 37130 (MB)

Record Book
544 Pg 2654

**RESTRICTIVE COVENANTS APPLYING TO
HARVEST GROVE, SECTION III, PHASE I**

The undersigned, HARVEST GROVE, LLC, a Tennessee Limited Liability Company, being the Owner and Developer in fee simple of the real estate that has been subdivided and named HARVEST GROVE, SECTION III, PHASE I, according to survey and plat, which plat is of record in Plat Book 29, page 76, of the 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 subdivision, their heirs, successors and assigns, as follows:

1. **RESTRICTIVE COVENANTS.** ORIGINAL AND SUCCESSOR LOT OWNERS SHALL BE RESPONSIBLE FOR FURNISHING NEW OWNERS A COPY OF THE HEREOF RESTRICTIVE COVENANTS.

2. **ARCHITECTURAL REVIEW COMMITTEE.** There is hereby appointed an Architectural Review Committee (hereafter Committee") to be comprised of three people. The initial committee shall be composed of HOWARD D. WALL, JOHN C. JONES, III, and LARRY K. TOLBERT. Each committee member shall serve a three-year term, with the initial terms expiring on the following dates:

HOWARD D. WALL	January 1, 2007
JOHN C. JONES, III	January 1, 2008
LARRY K. TOLBERT	January 1, 2009

As each member's term expires, a new member shall be chosen by the three remaining 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 HARVEST GROVE, SECTION III, PHASE I, or be a member in HARVEST GROVE, LLC, the Developer.

3. **PURPOSE OF ARCHITECTURAL REVIEW COMMITTEE.** The 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 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:

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, fencewall, driveway, path, landscaping or other improvements of any nature shall be commenced or constructed prior to receiving approval by said Committee in writing or by verbal permission.

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 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 thirty (30) 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 30-day period of time shall constitute approval.

b) Complete landscaping shall be required with each dwelling house by closing, unless specific written approved by the Architectural Review Committee is given.

c) Meetings of the 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.

d) The members of the 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.

e) The members of the Committee shall not receive any compensation from the Committee or the lot owners for their services thereon.

f) At such time as there is a validly incorporated Harvest Grove Homeowners Association whose members own 100% of the platted lots of HARVEST GROVE, SECTION III, PHASE I, and all future sections, then from that point forward the Committee members shall be elected as their term expires or the office is vacated by the Board of Directors of the said Harvest Grove Homeowners Association.

g) The operation, care, beautification, upkeep and maintenance of the entrance areas, walls and adjacent landscaped areas of the subdivision is initially charged to and the responsibility of the Committee. Once a Harvest Grove Homeowners Association is formed, these duties, responsibilities and privileges are to be vested in that body. The Committee (and the Harvest Grove Homeowners Association, once formed) 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 in Harvest Grove, regardless of size or sales price.

h) For good cause shown, the 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 improvement will in the sole discretion of said Committee be a complementary asset to

the Development. The 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.

1) 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. Exterior materials/colors
7. General landscape plans
8. LANDSCAPE MATERIALS - ALL HOUSES MUST BE LANDSCAPED UPON COMPLETION OF HOUSE FOR OCCUPANCY.
9. Landscape plantings/size/quantity
10. Yard or exterior ornaments/size/color
11. Exterior lighting/size/location
12. Lot topography recontouring
13. Location of any improvement upon lot
14. Off street parking of any motorized vehicle (including boats) not housed within the dwelling
15. Fences - materials/colors/locations/dimension - (wrought iron and/or brick will be encouraged)
16. Grass cutting/Landscape maintenance - enforcement
17. Satellite dishes - Permission on each lot is at the discretion of the Architectural Review Committee.
18. Restrictive covenants - enforcement
19. Exterior maintenance of all improvements

4. **ARCHITECTURAL REVIEW COMMITTEE EASEMENT.** There shall be a general right-of-way and easement for the benefit of the 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.

In addition to the foregoing, the following restrictions, limitations and covenants shall be binding on each lot purchaser, their heirs, successors and assigns:

5. **LOT USE.** No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes are expressly prohibited.

6. **RESUBDIVISION.** 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 one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots. The foregoing notwithstanding, two or more lots may be combined (with approval of the Rutherford County and the Architectural Review Committee) to accommodate a single dwelling house or a slight variation of the property line separating adjacent lots.

7. **NUISANCE/ANIMALS.** No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to

the neighborhood. No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose. No animals or livestock of any kind shall be allowed or maintained on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept for commercial purposes. The Committee shall have authority over all animals and shall have the right to order the removal or any special control measures as to any animal which becomes, in the sole opinion of the Committee, a nuisance or hazard to the health and welfare of the development.

8. **TRAILERS, ETC.** No trailer, basement house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

9. **SETBACK LINES.** 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.

10. **RUTHERFORD COUNTY.** All owners of lots in the development 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.

11. **DRIVEWAYS.** All driveways shall be either exposed aggregate or smooth finished concrete and completed not later than the initial occupancy of the dwelling house. All driveways shall be graveled when footings for initial construction are installed.

12. **FENCES.** The only fences which shall be permitted on lots shall be those erected with the express written permission of the Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. The Committee may require, as a condition of approval, the use of hedges or other greenery as screening for the fence. All fences must be maintained in good repair, and owners agree to abide by reasonable requests for repairs and maintenance as may be made by the Committee. Chain link fences are expressly prohibited.

As to corner lots: No fence may be closer than 40 feet from any street (measured from the back of the street curb).

On all fences, the exact description and material of the fence, showing the exact location of the lot, house and fence must be submitted to the Committee for approval. **No fence** shall be located upon or within a dedicated easement (public utility, sewer, access, drainage, etc.).

13. **UNDERGROUND UTILITY SERVICE.** All utility service of any kind (electrical, gas, cable, telephone, etc.) extending from the roadway to any improvement located upon the building lot shall be underground and installed in compliance with applicable requirements for underground service.

14. **ACCESSORY VEHICLES.** All commercial and/or recreational vehicles, such as trucks, boats, golf carts, campers, motor homes and/or yard mowing equipment, must be garaged. The storage of said vehicles is subject to the approval of the Committee. The

foregoing notwithstanding, no commercial vehicle of any kind which weighs in excess of 12,000 pounds shall be permitted upon any lot. No inoperable nor junk vehicles shall be parked on any lot, nor on the street. All licensable vehicles shall have current license plates and registration.

15. **SIDE SETBACK LINE.** No dwelling shall be constructed on any lot closer than 10 feet to either side lot line.

16. **MINIMUM SQUARE FOOTAGE.** The minimum square feet of heated living area in any residence with an attached two-car garage shall be 2,200 square feet of living space.

17. **GARAGES.** All attached garages shall enter from the side or rear (except the Committee has authorization to waive this requirement where the shape of the lot and the design of the residence necessitates a variance, provided, however, that if this requirement is waived, the garage door must be of the highest esthetic quality and design and the owner shall be required to install and maintain an operational garage door opener), and all (side, front and rear) garage doors shall remain closed, except for actual ingress or egress therein. There shall be no detached garages or other accessory buildings constructed or located on the premises unless prior approval in writing is granted by the Committee. All dwelling houses shall have an attached garage of a size adequate to accommodate a minimum of two full size automobiles.

18. **EXTERIOR MATERIALS.** All dwellings or other buildings constructed on any lot shall have a full masonry foundation. Any dwelling constructed on any lot shall have an exterior construction of not less than 70% brick, stone, wood or drivet (stucco) or hardie plank type wood product, to grade, unless expressly approved otherwise by the Committee due to the type or style of the house.

Any variance must be pre-approved by the Committee.

19. **ACCESSORY BUILDINGS.** Any detached garage or other accessory building shall not exceed one story in height and shall be subject to the pre-approval of the Committee. Said building shall be to the rear of the lot, but not less than 20 feet from the rear lot line, nor less than 10 feet from any side lot line, and in no case closer than the house is to any street. Said garage or accessory building shall be erected as one building and no garage shall contain room for more than three cars. Any accessory building must be of a design and material as would be compatible with the main residence.

20. **EXTERIOR MAINTENANCE/EASEMENT RESERVED.** The Developer of the subdivision, or its successors and assigns, reserves the right to enter upon any lot for the purpose of cutting grass and/or clearing up such lot, as same may be reasonably required, charging any expenses incurred thereof to the owner of the lot and creating a lien on the lot. Grass or growth shall not exceed 12 inches in height on vacant lots or 6 inches on improved lots.

21. **EXTERIOR MAINTENANCE.** Each owner shall be responsible for safe, clean and attractive maintenance of all lands, buildings, improvements and landscaped areas on any lot. All lots must be kept clear and clean of all litter. No inoperable or junk automobiles shall be parked on any lot. All motor vehicles, including campers, motor homes, boats and other recreational

vehicles and equipment must be stored and otherwise parked off street at all times.

22. **SATELLITE DISHES.** Satellite dishes shall be permitted provided that the overall diameter does not exceed 24" and the location of the dish shall be subject to approval and/or requirements of Committee at its sole discretion on each improved lot.

23. **VOIDABILITY.** If any of the provisions of this instrument are at any time declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby.

24. **LANDSCAPE EASEMENT.** A perpetual easement, as shown on the referenced plat, shall be reserved for the purpose of the construction and maintenance of common area entrance walls, signage, fences, landscaping, lighting, center roadway median and irrigation. Such improvements shall be maintained by Harvest Grove, LLC, (the Developer) until such time that the Developer assigns responsibility for this maintenance to the Harvest Grove Homeowners Association. The costs of such maintenance shall be borne by the lot owners of this section and any existing or future sections of Harvest Grove.

25. **DEVELOPER EASEMENT.** 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:

a) 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;

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 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.

26. **MAXIMUM BUILDING TIME.** Every dwelling house shall be constructed and completed, start to finish, within 180 days of visible commencement of construction.

27. **ENFORCEABILITY/ATTORNEY FEES.** These protective covenants shall be enforced by the Committee herein 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.

28. **CLOTHES LINES.** No outside clotheslines shall be permitted.

29. **MAILBOXES.** All houses shall have a wrought iron mailbox holder of a style and design designated by the Architectural Review Committee. The expense of such mailbox holder shall be the responsibility of the home owner.

30. **RESTRICTIVE COVENANTS.** ORIGINAL AND SUCCESSOR LOT OWNERS SHALL BE RESPONSIBLE FOR FURNISHING NEW OWNERS A COPY OF THE HEREOF RESTRICTIVE COVENANTS.

31. **SUCCESSORS BOUND.** Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding owners of lots or any part thereof, until January 1, 2027, at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years; however, said protective covenants and restrictions may be changed in whole or in part by a two-thirds (2/3) majority vote of the owners of the lots in said subdivision at any time, each owner having one vote per lot owned.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 15th day of September, 2005.

HARVEST GROVE, LLC, a
Tennessee Limited Liability Company

By: [Signature]
LARRY K. TOLBERT, Special Agent

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 445423 Instrument 1369467
Rec'd: 35.00 NBK: 81 Ps 590
State: 0.00
Clerk: 0.00 Recorded
EOP: 2.00 9/16/2005 at 3:20 PM
Total: 37.00 In Record Book
544 Pages 2659-2660

STATE OF TENNESSEE]
ss.
RUTHERFORD COUNTY]

Before me, the undersigned authority, a Notary Public in and for said County and State aforesaid, personally appeared LARRY K. TOLBERT, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Special Agent for HARVEST GROVE, LLC, a Tennessee Limited Liability Company, the within named bargainer, and that he as such Special Agent executed the foregoing (RESTRICTIVE COVENANTS) instrument for the purposes therein contained.

WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, this 15th day of September, 2005.

[Signature]
Notary Public
My commission expires: 8/20/07

