

INSTRUMENT PREPARED BY:
Charles Patterson
Attorney at Law
1023 Old Humboldt Road
Jackson, TN 38305

RESTRICTIVE COVENANTS AND HOMEOWNER'S ASSOCIATION
MAINTENANCE AGREEMENT

ASHBERRY FARMS

Sections 6A, 7A, 8A, 9A & 10

KNOW ALL MEN BY THESE PRESENTS: That Ashberry Farms Partnership, (hereinafter referred to as "Developer"), being on the day hereof, the owner of all property contained in ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, plat of which appear of record in the Register's Office of Madison County, Tennessee, Plat Book 10, at pages 609, reference to which plat is hereby made, and the owner of all of the lots into which such property is subdivided as shown by such plat, and desiring to create and establish certain restrictions with respect to all of the lots in ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as inducement to encourage the purchase by others of such lots, and for residential purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided by the plats the following covenants and restrictions:

1. All lots in ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, shall be used for private, residential purposes only.

2. Owner herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excludes those having an interest in the affected lot, merely as a security for the performance of an obligation.

3. Any variance from these restrictive covenants permitted herein by approval of the Developer shall require the written approval of the Developer whether specified or not to be in writing.

4. No building shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single family dwelling unit and other buildings or structures customarily used as "outbuildings" for a single family dwelling unit and which are, additionally, of a permanent nature, of similar design and construction to the single family dwelling unit, and are specifically approved in writing by the Developer.

5. No building (including outbuildings) shall be erected on any lot unless and until a site plan for same shall have been approved in writing by the Developer. Further, no dwelling (including outbuildings) shall be erected on any lot unless and until the plans for same shall have been approved in writing by the Developer, both as to exterior or architectural design and the specification of construction materials.

6. No dwelling erected on any residential lot shall be more than two (2) stories in height (exclusive of basement).

7. Except with the prior written approval of the Developer, and except for all lots facing Turners Loop Road, any dwelling erected on any residential lot shall have an attached and enclosed garage and shall have an interior heated ground floor area (whether level or split) of at least 1,250 square feet, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, garages and accessory buildings,

provided, however, that one and one half or two story dwellings may have a minimum interior ground floor of 700 square feet if such one and one half or two story dwellings has a total interior heated floor area (exclusive of open porches, breezeways, garages and accessory buildings) of at least 1,300 feet. Lots facing Turners Loop Road shall be one (1) acre lots and any dwelling erected thereon shall be at least 80% brick and shall have an interior heated area of at least 2,500 square feet and an enclosed garage which does not face or open onto the street. All such lots shall be separated from the remainder of the lots in the subdivision by an eight (8) foot fence along their northern boundaries.

8. No dwelling shall be erected on any lot unless of a permanent type, and in no event shall the outside walls of any dwelling be covered with imitation brick or prefabricated brick panel, and no house with open foundation or other unsightly mode or method of construction shall be placed on any lot.

9. No mobile homes or previously used structures of any type shall be placed on any lot, and the exterior of all buildings shall be constructed with new material, except that the use of "old brick" and "old ironwork" and other ornamental objects may be permitted with prior written approval of the Developer.

10. No structure of a temporary character or nature including but not limited to, a trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, whether temporary or permanent.

11. No fence of any type may be placed, erected, or altered on any lot without prior written approval of the Developer as to its construction, design, material, purpose, and location. No fence shall be constructed on any lot which shall place the fence closer

to the street right of way than the distance the house is located from the street. No chain link fences are permitted.

12. No security lights (of design similar to Street lights) shall be erected on lots without prior written approval.

13. Any heating or cooling system for a structure on a lot which is of a type that uses a water source heat pump, or similar device, must drain into a dry well and shall not drain onto the surface of the lot or surrounding lots or into a field drainage system.

14. No residence shall be erected on any lot nearer than thirty (30) feet from any front line, twelve (12) feet from any side line and twenty (20) feet from any back line.

15. No lot shall be re-subdivided except that the footage may be taken from one lot and added to another lot; provided, however, that only one single family dwelling unit may be erected on any lot.

16. Each lot in ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, shall be subject to such drainage, utility, and other easements as provided on the subdivision plat.

17. No noxious or offensive activity or condition shall be carried on or permitted to exit upon any lot, nor shall any activity or condition be carried on or permitted to exist thereon which may be or may have become an annoyance or nuisance on the lot or any other lots in ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, or which in any manner detracts from the appearance of any lot therein.

18. No fowl, livestock, or other animals, except such customary domesticated animals as dogs and cats, for so long as the same are not dangerous or annoying, shall be kept, stabled, or penned on any lot or brought into the premises.

19. For the period of time between purchase of a lot from the Developer and the commencement of actual construction of a single family dwelling unit on such lot, the lot shall be maintained in generally the same condition as existed at the time of purchase with respect to appearance and shall be mowed, as necessary, by the owner thereof so as to maintain the required appearance. Further, the owner of a lot, except to the extent required during construction, shall not take or permit any action or with respect to the lot which would, at any time, render it unattractive or unsightly.

20. During the period of actual construction of a single family dwelling unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris.

21. No vehicles, recreational or commercial, including, but not limited to, boat trailers, house trailers, motor homes, motorcycles, go-carts, pick-up trucks, ATV's or similar type items shall be stored or kept other than in a garage or behind a stockade type fence blocking view from the street.

22. No television satellite dishes shall be allowed with a diameter lower than 3'6" and must be no closer to the street than the rear of the dwelling and must be located directly behind the dwelling.

23. No outdoor clotheslines shall be temporarily or permanently erected on any lot.

24. With regard to all lots facing Turners Loop Road and Mullins Road only, (if applicable) mailboxes shall be located at the maximum setback line that meets United States Postal Service requirements.

25. Developer has the right to waive or release any restrictive covenant on any lot when in it's sole judgment, such a waiver or release should be granted.

In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required bylaw, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$1,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions. Further, if any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any persons owning a lot within ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages therefore, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. Developer may include in any contract or deed hereafter made any additional covenants or restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods often (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part or a cancellation thereof, is placed in public record in the Register's Office of Madison County, Tennessee.

The foregoing covenants may be enforced by The City of Three Way, Tennessee, the Developer and any owner of a lot or lots in ASHBERRY FARMS, Sections 6A, 7A, 8A, 9A & 10, acting jointly or severally, by proceeding in law or equity; however, failure to enforce the breach of any covenant provided herein shall not, in any manner, constitute a waiver thereof or bar future enforcement. The enforcement rights of the City of Three Way shall expire when the last residential dwelling construction in the subdivision is complete. The invalidation of any one or more of the aforesaid covenants or restrictions by any court of competent jurisdiction shall not affect the enforcement or validity of any other covenant or restriction, as the same shall be deemed severable.

27. Each lot owner shall automatically become & member of the Ashberry Farms, Sections 6A, 7A, 8A, 9A & 10. The purpose of the Ashberry Farms, Sections 6A, 7A, 8A, 9A & 10, Homeowner's Association shall be to maintain the common area shown on the recorded plat, This area is shown on the recorded plat as Homeowner's Association common area and/or detention and retention ponds. In addition, the

Homeowner's Association shall take any action it deems necessary to enhance the value of the Subdivision and maintain the Subdivision. There shall be an annual meeting of the Homeowner's Association, and there shall be a President, who shall be the Chief Executive Officer of the Subdivision Association, and a Secretary, who shall maintain the financial records of the Association. At the annual meeting the assessments necessary for the upkeep and maintenance of the common areas, and the fees necessary to take any action to enhance the Subdivision shall be set by the majority vote of the lots. Each lot owner or group of Lot Owners, shall have one vote per lot in establishing the annual assessment necessary to maintain the common areas of the Subdivision and to enhance the Subdivision. Any lot owner may vote in person, or by written proxy submitted to the Secretary at or prior to the annual meeting. The annual meeting shall be in January of each year.

In the event any lot owner fails to timely pay the an assessment that has been duly adopted by a majority of the lot owners then that lot owner shall be responsible for all costs of collection of the assessment, including, but not limited to a reasonable attorney's fees necessary to collect the assessment. The responsibility for the maintenance of the Common Area shall be the responsibility of the Developer until such time is seventy percent (70%) of the lots have been conveyed. The Homeowner's Association shall take effect upon the sale of Seventy Percent (70%) of the lots in the subdivision, however it is expressly understood and agreed that any lots still owned by the Developer after the Homeowners Association begins, shall be exempt from Homeowners dues, until the Developer sells the lot or at least a residence has been completed on that particular lot. The Homeowner's Association may operate as an unincorporated Association or a non—

profit corporation. In the event the Association decides to operate as a nonprofit corporation the lot owners shall elect a Board of Directors, adopt By-laws for the Corporation and file the appropriate Charter and pay the fees for organization of the non—profit corporation.

IN WITNESS WHEREOF, **Ashberry Farms Partnership** has caused its name to be subscribed hereto on this the 21st day of July, 2008.

ASHBERRY FARMS PARTNERSHIP

By: Ashberry Farms Partnership
Ray L. Miller

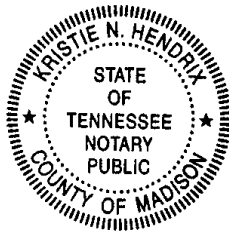
STATE OF TENNESSEE)
COUNTY OF MADISON)

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared Ray L. Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Partner of Ashberry Farms Partnership, the within named bargainor, and that he as such Partner, executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal, this the 21st day of July, 2008.

My Commission Expires: 10/18/11

Kristie N. Hendrix
Notary Public



BK/PG:T1838/457-465

08011017

9 PGS : AL - RESTRICTIONS	
SEARCH BATCH: 65499	
07/22/2008 - 03:15 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	45.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	47.00

STATE OF TENNESSEE, MADISON COUNTY

LINDA WALDON
REGISTER OF DEEDS