

## RESTRICTIVE COVENANTS

These Restrictive Covenants are made on this the \_\_\_ day of \_\_\_\_\_ 2021, by LEGACY FARM GROUP, LLC, A TENNESSEE LIMITED LIABILITY COMPANY ("Declarant"), whose mailing address is 627C S. James M. Campbell Blvd., #203, Columbia, TN 38401.

### RECITALS:

WHEREAS, Declarant is the owner of all that certain real property located in Giles County, Tennessee of record in Book D390, Page 798, Register's Office for Giles County, Tennessee, and further described on Exhibit A attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant has or will survey said Property into lots or tracts of various sizes ("Development"); and

WHEREAS, the Declarant desires to establish Restrictive Covenants to which the Property and Development shall be subject; and

WHEREAS, by establishing these Restrictive Covenants, the Declarant desires to subject additional property to similar restrictions as appearing in Book D345, Page 788, Register's Office for Giles County, Tennessee; and

WHEREAS, it is for the interest, benefit and advantage of the Declarant and each and every person or entity that shall hereafter acquire any Lot/Tract or any portion of any Lot/Tract of Property in the Development, (all such Lots/Tracts being collectively referred to as the "Lots or Tracts" and individually referred to as a "Lot" or "Tract") that this Declaration shall govern and regulate the use and occupancy of the same be established, set forth and are hereby declared to be covenants running with the land.

NOW, THEREFORE, for and in consideration of the covenants, conditions, restrictions, and easements made herein, it is declared that all of the Property shall be subject to, sold, and conveyed subject to the following covenants, conditions, restrictions, and easements.

1. Land Use and Building Type: Residential. No lot shall be used except for residential purposes, unless such commercial use is for a required public utility service or governmental authority. Each residential lot or any re-subdivision of such lot shall consist of a minimum one-half acre tract.
2. Dwelling Size. All houses shall have a minimum of 1,600 square feet of living space on ground floor that is heated and cooled, and not including garages, basements, porches, carports and decks. The exterior of a house must be completed within twelve (12) months from the date construction begins. All houses must have a garage or carport.
3. Exterior Quality. All construction shall be placed on a solid masonry foundation. There shall be no exposed cinder or concrete blocks except for special design blocks.
4. Building Location. No house or other building shall be placed less than forty (40) feet from Scenic Circle and Scenic Court and not less than five (5) feet from other property lines. All out-buildings including barns shall be placed behind dwellings.

5. Maintenance of Construction Site. Builders shall maintain lots and construction sites in a clean manner during construction, and trash and excess material shall be cleared at least once a month.
6. Dwellings, Temporary Structures, Garages, and Outbuildings. No trailer, mobile home, modular home, or similar structure shall be moved onto any lot or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any house must be completed before occupancy. Notwithstanding the foregoing, temporary buildings may be used by the Developer as temporary sales or construction offices, or a model home may be used by the Developer, by his or her agent, as a construction or real estate sales office.
7. Campers. Campers on a lot where there is no dwelling shall be allowed for only ninety (90) consecutive days.
8. Swimming Pools and Bathhouses. Any swimming pool or bathhouse must be located to the rear or side of the residence or enclosed inside the house. All swimming pools shall be below ground and enclosed for safety by a wall or fence.
9. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, including, but not limited to furniture, appliances and used tires. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerator or other equipment used for the disposal or long-term storage of garbage or refuse, shall be permitted on any lot. Except for normal garbage pickup, household trash receptacles shall not be placed in front of any residence unless obscured from view from the street.
10. Nuisances. No noxious, offensive or illegal activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. There shall be no storage of any inoperable or unlicensed vehicle nor any older or converted school buses. No bus shall be abandoned or allowed on the premises except those which are used on a regular basis and are operative and licensed. No solid waste, hazardous waste or toxic waste shall be permitted under or above ground. No landfills or garbage dump shall be placed or allowed on the premises. No trailer, including an eighteen (18) wheel semi-trailer, which is pulled by another vehicle shall be allowed on any lot unless such is used on a regular basis.
11. Limitations on Hunting. No hunting or recreational use of any firearm is permitted on any lot. No target practice is permitted at any time on any lot and no pellet guns or BB guns can be fired on any lot.
12. Culverts. All culverts installed, including culverts across private driveways, must be large enough in radius to accommodate any water flow. All culverts must be a minimum of twelve (12") inches in width. Ditches adjacent to the existing road shall not be filled or partially filled with dirt, rock or any other type of debris.
13. Fences. All fences must be a minimum of thirty (30) feet from the centerline of Scenic Circle and Scenic Court.
14. Animals. No swine, sheep, goats, or any fowl shall be raised, bred or kept on any lot, except that dogs, cats and other household pets may be kept in reasonable numbers for the pleasure of the occupants provided that they are not kept, bred or maintained for any commercial purposes. Such domestic pets shall be contained to the occupant( s)' lot and all pens or other restraining devices for such pets shall be placed behind the dwelling. Each lot owner shall have the right to keep horses and cattle on their premises. The owner shall be required to own one (1) acre of land for each head of said livestock.
15. Covenant with Respect to Maintenance of Lot and Improvements. Each lot owner (excluding the unsold lot(s) of Charles I. Smith or his heirs or assigns) shall keep his or her lot and any other structures thereon in good order and repair, including but not limited to, the mowing of all

lawns. The lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. No debris or unsightly objects shall be moved onto or kept on the lot; provided, however, that construction materials may be kept on the lot during the period of construction thereon.

16. Damage, Destruction or Maintenance. In the event of damage or destruction to any structure within the development, each respective lot owner agrees as follows:
  - a. In the event of total destruction, the owner(s) of the particular lot shall promptly clear the lot of debris and level the same in a neat and orderly condition until such time as the owner may decide to commence to rebuild and reconstruct the structure; and
  - b. In the case of partial damage or destruction, the owner(s) shall either demolish the structure and thereafter comply with the provisions of subsection (a) above, or the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first-class condition. In no event shall any damaged structure be left unrepaired and unrestored for more than a reasonable time from the date of the destruction.
17. Enforcement. Any lot owner may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefor, or both. Any such lot owner(s) shall be entitled to recover actual and punitive damages, if appropriate as well as reasonable attorney fees.
18. Entrance for Removal of Violations. Entrance upon any tract of land for removal of such violations and/or to enforce these restrictions shall not be regarded as trespassing.
19. Waiver for Failure to Enforce. Any immediate failure by the developer or any lot owner to enforce any restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
20. Invalidation of Restrictions. Invalidation of any one of these restrictions by judgment or Court Order shall in no way effect any other provisions which shall remain in full force and effect.
21. Easements. All lots are subject to any existing utility easements for water, electricity, telephone, gas, etc.
22. Modification. These restrictions shall not be altered, modified or changed without written authorization of all lot owners subject to these restrictions. Such written authorization shall be filed in the Register's Office, Giles County, Tennessee. The Declarant or its heirs, successors or assigns shall be allowed to modify these restrictions on any unsold lot to the extent that such modification serves to strengthen the restrictions contained herein.

[SIGNATURE(S) APPEAR ON FOLLOWING PAGE]

This Declaration is executed this \_\_\_\_ day of \_\_\_\_\_ 2021.

LEGACY FARM GROUP, LLC,  
A TENNESSEE LIMITED LIABILITY COMPANY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public in and for said County and state, the within named \_\_\_\_\_, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who upon his oath acknowledged himself to be the \_\_\_\_\_ (“Officer”) of Legacy Farm Group, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such Officer is executing this document on behalf of said bargainer and is authorized by the bargainer and further has executed the within instrument for the purposes therein contained by signing the name of the company by the said \_\_\_\_\_ as such Officer, as bargainer’s free act and deed.

Witness my hand and official seal at office, this \_\_\_\_\_ day of October 2021.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

PREPARED BY:

Cindy S. Smith, P.C.  
P.O. Box 292004  
Nashville, TN 37229  
(without the benefit of a title search)

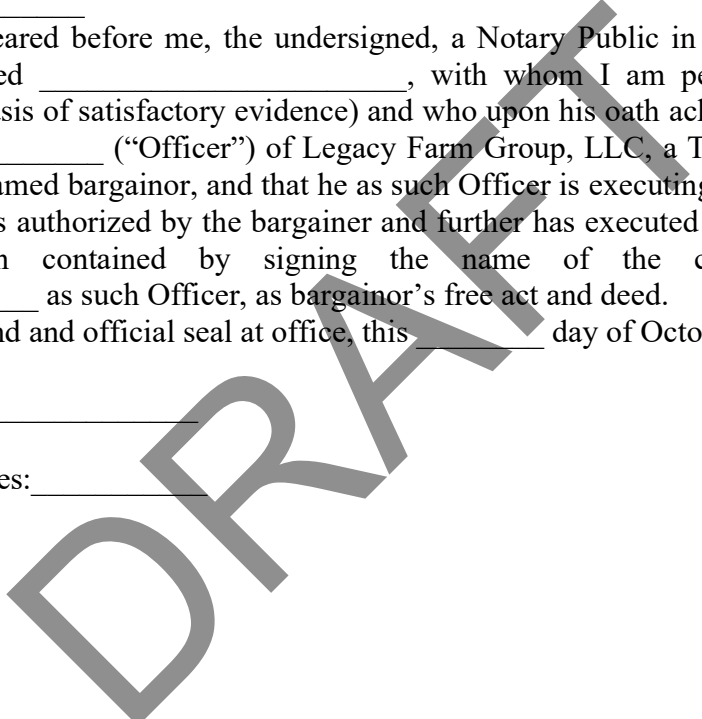


EXHIBIT A

The following described situated and located in Giles County, Tennessee, to-wit:

TRACT 1:

The following described lot or parcel of land, situated and being in the 6 th civil district of Giles County, Tennessee, bounded and described as follows:

Commencing at a magnetic nail found at the centerline intersection of Scenic Hills Road and Chestnut Grove Road.

Thence, from the point of commencement and with the centerline of said Scenic Hills Road, North  $67^{\circ}16'12''$  East, a distance of 286.42 feet, North  $69^{\circ}38'44''$  East, a distance of 112.97 feet, North  $72^{\circ}50'17''$  East, a distance of 105.11 feet, North  $74^{\circ}40'38''$  East, a distance of 114.37 feet, North  $73^{\circ}29'20''$  East, a distance of 76.10 feet, North  $68^{\circ}01'14''$  East, a distance of 69.98 feet, North  $60^{\circ}13'58''$  East, a distance of 78.63 feet, North  $53^{\circ}27'15''$  East, a distance of 75.40 feet, North  $40^{\circ}26'57''$  East, a distance of 88.16 feet, North  $24^{\circ}35'09''$  East, a distance of 67.07 feet and North  $16^{\circ}42'32''$  East, a distance of 142.92 feet to a magnetic nail set in the centerline of said road at the true point of beginning and the southeast corner of the property herein described.

Thence, leaving the centerline of said road and with a new division line, North  $60^{\circ}32'47''$  West, a distance of 19.86 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $60^{\circ}32'47''$  West, a distance of 200.01 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $60^{\circ}32'47''$  West, a distance of 341.77 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $60^{\circ}32'47''$  West, a distance of 431.93 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $14^{\circ}01'50''$  West, a distance of 373.97 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $14^{\circ}01'50''$  West, a distance of 197.95 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $14^{\circ}01'50''$  West, a distance of 522.53 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $14^{\circ}01'50''$  West, a distance of 283.32 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, North  $14^{\circ}01'50''$  West, a distance of 262.91 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, and North  $14^{\circ}01'50''$  West, a distance of 195.54 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, at a fence corner, same being a corner of the Paul Allen property, ref. D.B. 234 Pg. 827.

Thence, with the east boundary of said Paul Allen property, same being an established meandering fence, North  $54^{\circ}19'45''$  West, a distance of 47.99 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, at a snag and North  $03^{\circ}16'29''$  West, a distance of 55.42 feet to a  $\frac{1}{2}$  inch rebar set and capped, Phillips 1994, at a 12 inch Sassafras tree on the south margin of Chicken Creek Road.

Thence, leaving said fence and continuing with the boundary of said Paul Allen property, North  $03^{\circ}16'29''$  West, a distance of 20.41 feet to a magnetic nail set in the centerline of said road at the northeast corner of said Paul Allen property, same being the northwest corner of the property herein described.

Thence, with the centerline of said Chicken Creek Road, North 75°20'09" East, a distance of 48.05 feet, North 75°30'49" East, a distance of 303.58 feet; North 77°08'21" East, a distance of 69.91 feet, North 78°27'06" East, a distance of 53.85 feet, North 82°14'43" East, a distance of 78.22 feet, South 89°52'56" East, a distance of 80.79 feet, South 87°01'51" East, a distance of 66.03 feet, South 86°29'29" East, a distance of 114.76 feet, South 88°12'07" East, a distance of 118.23 feet, South 88°02'09" East, a distance of 208.53 feet, South 88°31'19" East, a distance of 276.16 feet, South 88°29'38" East, a distance of 242.31 feet, South 88°43'50" East, a distance of 214.78 feet and South 89°13'22" East, a distance of 197.78 feet to a magnetic nail set in the centerline of a bridge at a corner of the John Dunnivant property, ref. D.B. 252 Pg. 263.

Thence, leaving the centerline of said road and with the boundary of said John Dunnivant property, South 16°11'40" West, a distance of 48.97 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 12 inch tree in a fence.

Thence, continuing with the boundary of said John Dunnivant property, same being an established meandering fence, South 82°15'12" East, a distance of 170.16 feet to a 1½ inch rebar set and capped, Phillips 1994, in said fence and South 81°02'55" East, a distance of 55.83 feet to a ¾ inch pipe found at a fence corner post at the northeast corner of the property herein described.

Thence, continuing with the boundary of said John Dunnivant property, same being an established meandering fence, South 11°24'07" West, a distance of 128.41 feet to a metal fence post, South 14°18'52" West, a distance of 205.03 feet to a 1½ inch rebar set and capped, Phillips 1994, at an 8 inch Hackberry tree, South 31°56'12" West, a distance of 22.19 feet to a metal fence post, South 09°28'49" West, a distance of 147.34 feet to a 1½ inch rebar set and capped, Phillips 1994, at a projected fence corner, South 65°19'25" West, a distance of 79.96 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 12 inch Hickory tree, South 61°55'15" West, a distance of 54.71 feet to a 1½ inch rebar set and capped, Phillips 1994, at an 8 inch Oak tree, South 11°43'22" West, a distance of 53.22 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 4 inch Beech tree, South 14°15'06" West, a distance of 77.97 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 12 inch Hickory tree, South 23°48'35" West, a distance of 169.06 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 20 inch Oak tree, South 44°40'03" West, a distance of 142.00 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 4 inch Hickory tree, South 38°27'29" West, a distance of 64.36 feet to a metal fence post, South 42°12'36" West, a distance of 123.66 feet to a metal fence post, South 41°08'43" West, a distance of 76.79 feet to a 1½ inch rebar set and capped, Phillips 1994, at an 8 inch Hickory tree, South 55°48'11" West, a distance of 25.72 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 15 inch Hickory tree, South 40°25'36" West, a distance of 19.67 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 16 inch Hickory tree, South 21°30'34" West, a distance of 31.09 feet to a 1½ inch rebar set and capped, Phillips 1994, at a 6 inch Hickory tree, South 17°28'46" East, a distance of 131.29 feet to a metal fence post and South 11°55'11" East, a distance of 154.16 feet to a 1½ inch rebar found at a 10 inch tree at a corner of the Susan Wright property, ref. D.B. 366 Pg. 855.

Thence, leaving said fence and with the north boundary of said Susan Wright property, North 75°55'10" West, a distance of 121.36 feet to a 1½ inch rebar found at the northwest corner of said Susan Wright property.

Thence, with the west boundary of said Susan Wright property, South 07°30'17" West, a distance of 97.81 feet to a 1½ inch rebar found at the southwest corner of said Susan Wright property.

Thence, with the south boundary of said Susan Wright property, South 62°40'04" East, a distance of 135.66 feet to a 1½ inch rebar found, South 56°13'02" East, a distance of 172.98 feet to a 1½ inch rebar set and capped, Phillips 1994, on the northwest margin of the previously mentioned Scenic Hills Road and South 56°13'02" East, a distance of 25.83 feet to a magnetic nail set in the centerline of said road at the southeast corner of said Susan Wright property.

Thence, with the centerline of said Scenic Hills Road, South 38°15'59" West, a distance of 156.07 feet, South 43°14'09" West, a distance of 237.95 feet, South 42°21'40" West, a distance of 125.22 feet, South 37°05'21" West, a distance of 59.93 feet, South 30°25'00" West, a distance of 80.03 feet, South 24°30'30" West, a distance of 83.57 feet and South 21°05'51" West, a distance of 97.18 feet to the point of beginning and containing 82.00 acres.

Thence, with the centerline of said Chicken Creek Road, North 75°20'09" East, a distance of 48.05 feet, North 75°30'49" East, a distance of 303.58 feet; North 77°08'21" East, a distance of 69.91 feet, North 78°27'06" East, a distance of 53.85 feet, North 82°14'43" East, a distance of 78.22 feet, South 89°52'56" East, a distance of 80.79 feet, South 87°01'51" East, a distance of 66.03 feet, South 86°29'29" East, a distance of 114.76 feet, South 88°12'07" East, a distance of 118.23 feet, South 88°02'09" East, a distance of 208.53 feet, South 88°31'19" East, a distance of 276.16 feet, South 88°29'38" East, a distance of 242.31 feet, South 88°43'50" East, a distance of 214.78 feet and South 89°13'22" East, a distance of 197.78 feet to a magnetic nail set in the centerline of a bridge at a corner of the John Dunnivant property, ref. D.B. 252 Pg. 263.

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The above described property is subject to utility easements for installing and maintaining electric system lines and the control of trees as found in Deed Book 290 Page 717.

The above described property is subject to the conditions and restrictions which are found in Deed Book 293 Page 317, Deed Book 317 Page 388, Deed Book 345 Page 788 and Deed Book 333 Page 608 and all matters as shown on the plat appearing in Plat Cabinet 1 Envelope 162-B.

The above described property is subject to all presently existing road right of way easements, all existing utility easements and all existing ingress and egress easements, recorded or unrecorded.

The above described property is a portion of the property described in Deed Book 363 Page 827 (tract 1) as recorded in the Deed of Register's Office of Giles County, Tennessee.

I further state that the above described survey is true and correct and meets or exceeds the minimum technical standards for the practice of land surveying in the State of Tennessee.

According to my (John G. Phillips, TN RLS #1994) survey, this day, February 3, 2017.

BEING the same property conveyed to Lavon Johnson by instrument of record in Book D370 at page 936 in the Giles County, Tennessee Register of Deeds office.

Tax Parcel #108-21.17



Being the same property conveyed to Legacy Farm Group, LLC, a Tennessee limited liability company, by Deed of record in Deed Book D390, Page 798, Register's Office for Giles County, Tennessee.

DRAFT