

**FARMINGTON HOMEOWNERS ASSOCIATION
630 SOUTH CHURCH ST. STE 300
MURFREESBORO TN 37130**

August 20, 2009

Dear Farmington Homeowner,

Due to the recent loss of Bob Hallum after a long battle with cancer we would like to introduce Kevin Marthaler as the new manager of Farmington and from now on any and all concerns or questions should be directed to him. His preferred method of contact is by e-mail, and his e-mail address is marthalerk@bellsouth.net . His mailing address is 1152 Farmhouse Road and his phone number is 615-516-8580. A few points that he would like to emphasize in this initial letter of introduction are:

- 1.) Constructive input and ideas are always welcome.
- 2.) Any complaints, or issues that need to be addressed, along with any input, suggestions, and ideas need to be in writing, in the form of an email or mailed letter, so they can be properly understood and processed.
- 3.) A copy of the Restrictive Covenants for your section and any Amendments to the Covenants are included in this packet. Please take the time to read them carefully, and make sure you are abiding by all of the requirements applying to your property.
- 4.) Dumping of trash, lawn clippings, yard waste, or debris of any kind is not allowed on any empty lots, or open property in Farmington. This is a serious problem and makes it impossible to safely bushhog and maintain the appearance of our subdivision. We want to be sure everyone in Farmington is aware that no dumping of any kind by anyone is allowed anywhere in the development. If we determine that a homeowner has dumped trash or debris we will ask that homeowner to clean it up. If the developer or Association has to clean it up we will charge the homeowner for the clean-up through the Home Owner's Association and collect according to Association guidelines. If you witness anyone illegally dumping please notify us immediately as this affects all of us.
- 5.) The operation of any type of recreational vehicle (i.e. ATV's, motorcycles, go carts, dune buggies, dirt bikes, etc.) is strictly prohibited on any open, or undeveloped properties included in the Farmington development. Such action will be reported to and handled by the appropriate legal authorities.

These are just a few initial points that we would like to make to begin this transition. Keep in mind that any change does not happen over night, and being considerate and courteous to your neighbors is all of our responsibility. Be sure to assume a small bit of flexibility and tolerance, with your neighbors, before filing any type of complaint and/or input regarding any particular situation.

Kevin is looking forward to assuming this responsibility with the notion that everyone will be reasonable, and is willing to work together to make our neighborhood an inviting place to live.

We would like to get the contact information including e-mail addresses of each homeowner in Farmington in order to set up a communications network within the Home Owner's Association to be sure everyone is aware of everything going on in our Association and that each and every member receives proper notice of upcoming meetings, agendas, problems, ect. Please fill out the enclosed member's information sheet and return it to us using the enclosed self-addressed envelope as soon as possible, or if you'd prefer you may e-mail it to Kevin at marthalerk@bellsouth.net .

A Homeowner's Association meeting is scheduled for Tuesday September 8th at 6:00 pm. It will be held in the Business Information Center on the second floor of the Chamber of Commerce building located at 501 Memorial Boulevard. All Farmington homeowners are encouraged to attend this meeting.

Sincerely,
Farmington Homeowners Association

RESTRICTIVE COVENANTS AND EASEMENTS APPLYING TO
FARMINGTON SECTION IV
RUTHERFORD COUNTY, TENNESSEE

Prepared by:
Robert E. Hallem
925 S. Church St
Memphis, Tenn
37136

Lascassas Land Company, LLC, hereinafter referred to as "Developer," being the owner in fee simple of all the real estate that has been subdivided and named Farmington, Section IV, according to "plats" and surveys of same of record in 32, page 19, and Plats as hereinafter recorded, and to any and all revisions of said plats, all of the Register's Office of Rutherford County, Tennessee, to which plat references are hereby made and incorporated herein by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations, easements and covenants ("Covenants") shall be binding on all purchasers of lots in said subdivisions known as "Farmington Section IV":

Record Book
753 Pg 1891

ARTICLE I

LOT IMPROVEMENTS

A. All lots in this Section of the Subdivision shall be used for residential purposes only. No more than one family residence will be constructed on any lot.

B. All houses erected in this Section of the Subdivision shall have the following minimum required square footage living space:

(1) All houses must have an exterior finish of at least 85% brick and shall have a minimum of 2,500 square feet of heated and finished living space. Living space is measured on the exterior of the foundation walls and such space will **NOT** include any garages, patios, porches or storage space to meet these requirements, but may include expandable areas on the second floor, such as a bonus room over the garage.

(2) The distribution and quantity of living space on each floor of the house shall be at the discretion and approval of the Architectural Control Committee.

(3) All houses shall have a minimum of nine-foot ceilings downstairs.

(4) All houses will have at least a two car garage attached to and made a part of the dwelling and shall enter from the side or rear (except the Architectural Control 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 the requirement is waived, the garage door must be of the highest esthetic quality and design). All owners shall be required to install and maintain an operational garage door opener, and all garage doors shall remain closed, except for actual ingress or egress therein.

(5) Single story residences shall have a minimum roof pitch of 8:12, and 1½ story or 2 story residences shall have a minimum roof pitch of 8:12, unless otherwise permitted by the Architectural Control Committee.

(6) All roofs shall have either dimensional shingles of 3-tab conventional look or pure Architectural type shingles of the 3-tab version. The color of the roof must match the brick and the outside trim work (soffets).

(7) If the exterior build material does not extend to the ground level then any exposed foundation must be either brick or stone.

(8) Houses must be built on a conventional crawl space foundation, a concrete slab foundation is not permitted unless a waiver is obtained and approved by the Architectural Control Committee

(9) Vinyl windows are permitted. No metal windows are allowed.

C. All driveway entrances from the Street to each lot shall conform to the following standards:

The entrances from the Street to each lot shall be sixteen (16) feet in width with a concrete apron running back three (3) feet from the entrance at the street and tapering back to no less than twelve (12) feet in width to garage entry.

The driveway, including any turn around area must be constructed of concrete. Circular driveways are allowed but only one entrance from the street shall be permitted. A temporary gravel drive shall be constructed from the street to the side of the proposed dwelling before or at the time construction of said dwelling is commenced.

D. No dwelling shall be constructed on any lot closer than ten (10) feet to an adjacent lot line.

E. (1) No building shall be constructed or maintained on any lot in any reserved drainage utility or landscape easement area; or closer to the street than the setback line as shown on the recorded plat; unless authorized by the Architectural Control Committee and Board of Zoning Appeals where applicable. Any variance authorized by the Board of Zoning Appeals is subject to the approval of the Architectural Control Committee.

(2) The setback line is calculated from the right away and is hereby set at forty (40) feet from the rear of the right away easement.

(3) Once construction has commenced, it shall proceed diligently. The Owner is responsible for maintaining a neat and orderly construction site.

F. The exterior finish of all residences and garages constructed on said lots shall be of any of the following materials and finishes only:

(1) Eighty five percent (85%) dressed brick with a combination of either vinyl or Hardie-Plank, or

(2) As may be otherwise approved by the Architectural Control Committee. Furthermore, all houses and garages constructed shall be brick to grade or as approved differently by the Architectural Control Committee.

G. Any structure which is preassembled or already constructed and which a lot owner desires to move onto a lot covered by these restrictions is not permitted even though said structure may meet all minimum square footage and other requirements unless authorized by the Architectural Control Committee.

H. No lot shall be used or maintained as a dumping ground for rubbish or other refuse. Any trash, garbage or other waste shall not be allowed, except in proper sanitary containers which shall be removed in a reasonable period of time. Builders will be responsible for grading and landscaping all areas for drainage control. The grading herein referred to must ensure that drainage from rain water will be directed away from the dwelling and prevent erosion and to maintain the integrity of all drainage areas.

I. All new homes constructed in Section IV shall be landscaped by the builders, and approved by the Architectural Control Committee, prior to closing, unless waived by the Committee.

J. No drainage pipe attached to downspouts will be permitted above ground. All builders must install all drainage pipe underground and directed away from the dwelling.

ARTICLE II

SIGHT DISTANCE AT INTERSECTIONS

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations are permitted to remain on any corner lot within the triangular area formed by the street property line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

A. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure shall have been approved by the Architectural Control Committee ("Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

B. ARCHITECTURAL CONTROL COMMITTEE:

(1) MEMBERSHIP: The Architectural Control Committee shall be originally composed of Robert E. Hallum and Percy E. Dempsey, III. A majority of the committees may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, not its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. If any or all of the members resign with no designated representative or successor, the Association shall have the power to elect a new member or members.

(2) POWERS: The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after the plans and specifications have been submitted to it or, if disapproved, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been complied with. The Committee shall have full acquittance for any action it takes hereunder. The Committee shall have the authority to grant variances on these restrictions.

ARTICLE IV

COMMON AREA

A. DEFINITION AND DESIGNATION OF COMMON AREA: Common area shall be (1) that area, if any, designated on the Plats and conveyed to the Association by the Developer. On the date of the recording of these Restrictions, there is no common area, but Developer specifically reserves the right to amend and revise the Plats for any purpose including but not limited to designation of common areas.

B. CONVEYANCE OF COMMON AREA: Developer, its successors or assigns, or the Association if the Association is the record owner of any common area, shall have the right, at any time and without consent of any other owners of lots subject to these Covenants, to transfer and convey any part or all of a Common Area to adjacent owner(s) or third parties.

ARTICLE V

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THE ASSOCIATION

A. Organization. There is established a FARMINGTON HOME OWNERS ASSOCIATION, hereinafter also referred to as the "Association".

(1) The Association is a nonprofit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in its Articles, By-Laws and these Restrictive Covenants. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with these Restrictive Covenants. In the event of any such inconsistency, the provisions of these Restrictive Covenants shall prevail. The officers and directors of the Association shall be required to be either members of the Association, or officers, directors, agents, representatives or employees of or a successor to the Developer.

(2) A Board of Directors of the Association, and such officers as the Board may elect or appoint, shall conduct the affairs of the Association in accordance with these Restrictive Covenants. The Board shall, except to the extent specified membership approval shall be required by the By-Laws or by these Restrictive Covenants, act on behalf of the Association in the implementation of these Restrictive Covenants.

B. Membership

(1) Qualifications: Each owner (including Developer) shall be a member of the Association and shall be entitled to one (1) membership for each lot owned. Ownership of a lot shall be the sole qualification for membership in the Association. There shall be only one membership per lot even though there may be more than one owner per lot.

(2) Members Rights and Duties: Each member shall have the rights, duties and obligations set forth in these Restrictive Covenants as otherwise provided in the By-Laws.

(3) Transfer of Membership: The Association membership of each Owner (including Developer) shall be appurtenant to the lot giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said lot and only to the transferee of title to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new owner thereof.

C. Voting Rights – Members, Classes of Members

(1) Class A Members: Class A Members shall be all owners with the exception of the Developer, but, in no event shall more than one (1) vote be cast with respect to any lot in this class.

(2) Class B Members: Class B Members shall be the Developer and any successor thereto and shall be entitled to three (3) votes for each lot owned.

The Class B Membership shall cease and be converted to Class A Membership when all of the land currently owned by the Developer for future annexation into the Farmington Subdivision pursuant to Article IX and when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; provided however, and notwithstanding any provision hereof to the contrary, for as long as there remains any land for platting and annexation as a future section of Farmington Subdivision, Developer shall have control over the governance of the Association.

D. Duties of the Association. The Association shall, in addition to such obligations, duties and functions as are assigned to it by other provisions of these Restrictive Covenants, have the obligations, duties and functions (subject to the provisions of these Restrictive Covenants) to do and perform each and every of the following for the benefit of the Owners and for the maintenance, administration and improvement of the properties.

(1) Additional lands. Accept as part of the property all real estate annexed or added pursuant to these Restrictive Covenants and accept all owners thereof as members of the Association, subject to the membership requirements set forth herein and in the By-Laws.

(2) Enforcement. Take such action, whether or not expressly authorized herein or in any other governing instrument, as may reasonably be necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions, and other provisions of these Restrictive Covenants, the plat, the By-Laws and Articles.

(3) Operation and Maintenance of Common Area and a Subdivision Entrance. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, if any, and the subdivision Entrance together with all easements for operation and maintenance purposes and for the benefit of the Association or its members over and within the Common Area and subdivision Entrance and; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and repair.

(4) Water and other Utilities. To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas and other necessary utility services for the Common Area, the Subdivision Entrance and street lighting not otherwise provided by the public utility company.

(5) Taxes and Assessments. To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the Association and/or any property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of these Restrictive Covenants in as much as the interest of each Owner's lot is an interest in real property on a proportionate basis appurtenant to each lot, that the value of the interest of each Owner in such Common Area shall be included in the assessment of each lot and as a result any assessment directly against such Common Area should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various lots.

(6) Dedication for Public Use. Upon being directed by the Developer or its successor to do so, as long as the Developer is a Class B Member, to promptly dedicate such streets, roads and drives and such water, sewer or other utility lines or facilities and appropriate easements as may be specified by the Developer or its successor to such municipalities, utility companies, political subdivisions, public authorities or similar agencies or bodies as may be designated by the Developer or its successor.

(7) Insurance. To obtain and maintain insurance as provided for by either the By-Laws, these Restrictive Covenants or the mortgage protective agreement referred to in later sections of these Restrictive Covenants.

(8) Rule Making. To make, establish, promulgate, amend and repeal the Association rules as provided for by these Restrictive Covenants and the other Association documents except as otherwise provided.

(9) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by these Restrictive Covenants as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of these Restrictive Covenants and the Association rules.

(10) Execution of a Mortgagee Protective Agreement. Upon being directed to do so by Developer or by a successor to Developer, during the period in which Developer is continuing to develop this project or to areas to be annexed into this project to execute and cause to be recorded from time to time written agreements in favor of holders or insurers of mortgages secured upon portions of the properties, conditioning specified actions of the Association upon specified mortgage approval, permitting such mortgagees or insurers to take certain actions upon the failure of the Association to take specified action or conforming these Restrictive Covenants to the requirements of such mortgagees or insurers.

E. Powers and Authority of the Association. The Association shall have all of the powers of a nonprofit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers as are set forth in the Articles, By-Laws, or these Restrictive Covenants. The Association shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Association under these Restrictive Covenants, the Articles, and By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including the following which are listed without intent to limit the foregoing grant.

(1) Assessments. To levy assessments on the owner of lots and to enforce payment of such assessments, all in accordance with the provisions of these Restrictive Covenants.

(2) Right of enforcement in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any Farmington covenants, conditions, obligations or duties and to enforce, by mandatory injunction or otherwise, all the provisions of the Declaration, Articles and By-Laws.

(3) Easements and Rights-of-way. To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Areas and Subdivision Entrance for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) overhead or underground lines, cables, wires conduit or other devices for the transmission of electricity and for lighting, heating, power, telephone, television cables, radio and audio antennae facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water system, sprinkling systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.

(4) Employment of Manager and Employees. To employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the Association as may be directed by the Board and to enter into contracts for such purpose. Such manager and employees shall have the right of ingress and egress over such portion of the properties as is reasonably necessary for the purpose of performing such business, duties and obligations.

(5) Mortgagee Protection Agreements. To execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured upon portions of the properties. Such agreements may condition specified action, relevant to this instrument, of the activities of the Association upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to the following: (i) any act or omission which seeks to abandon, partition, subdivide, encumber, or sell or transfer the Common Area or any other real estate or improvements owned, directly or indirectly, by the Association for the benefit of any lots; (ii) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the Owners of lots; (iii) any act or omission which may change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the properties, driveways, or the upkeep of lawns or plantings located upon the properties; (iv) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Areas; (v) use of hazard insurance proceeds for losses to any improvement erected upon the Common Area for other than the repair, replacement or reconstruction of such improvements; (vi) the failure to maintain kinds of insurance and amounts, from and covering risks as specified by such mortgage holders or insurers; (vii) permitting holders of specified mortgages on lots to jointly or singly, pay taxes or other charges which are in default which may have become a charge against the Common Area, to pay overdue premiums on hazard insurance lapse of any such policy for such property and permitting mortgagees making such payments to recover the amount thereof from the Association.

(6) Right of Entry. Without liability to any Owner of a lot, to cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of any emergency, to enter upon any lot for the purpose of enforcing any of the rights and powers granted to the Association in these Restrictive Covenants, Articles and By-Laws, and for the purpose of maintaining or repairing any portion of the properties if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair

and so as to present an attractive exterior or appearance as required by the documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the properties.

(7) Maintenance and Repair Contracts. To contract and pay for or otherwise provide for the maintenance, restoration and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Area and Subdivision Entrance or as required for exterior maintenance, sidewalks or lot clean-up in the event the Owner fails to maintain as required.

(8) Insurance. To obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of this instrument or any By-Laws, as the Association shall deem to be appropriate for the protection or benefit of the Association, the members of the Board, the members of any standing committee, their tenants or guests, including, but without limitation, fire and extended insurance coverage covering the Common Area and Subdivision Entrance, liability insurance, worker's compensation insurance and performance of fidelity bonds.

(9) Utility Service. To contract and pay for, or otherwise provide for utility services, including but without limitation, water, sewer, garbage, electrical, telephone and gas services.

(10) Professional Services. To contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, drives or other paved areas upon any portion of these properties not dedicated to any governmental unit and on the event the Owners fail to keep such paved area maintained and repaired.

(11) Protective Services. To contract and pay for, or otherwise provide for, fire, security and such other protective services as the Association shall from time to time deem appropriate for the benefit of the properties, the Owners and their guests.

(12) General Contracts. To contract and pay for, or otherwise provide for, such materials, supplies, furniture, equipment and labor as and to the extent the Association deems necessary.

(13) Liens. To pay and discharge any and all liens from time to time placed or imposed upon any Common Area and Subdivision Entrance on account of any work done or performed by the Association and the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.

(14) Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the Condemning authority in regard to acquisition of any of the Common Area, Subdivision Entrance or any part thereof. In the event of a taking or acquisition of part or all of said areas by any condemning authority the award or proceeds of settlement shall be paid to the Association for the use and benefit of the lot Owners and their mortgagees as their interests may appear.

ARTICLE VI

LOT USAGE

A. No noxious or offensive operation, and/or business or trade of any kind, even if allowed by Municipal Zoning, shall be allowed or maintained on any lot or any portion of a lot, and nothing shall be done on any lot which may constitute a nuisance or an unreasonable annoyance to the neighborhood.

B. No tent, detached garage, storage bin or shed (unless approved pursuant to paragraph C below), barn or other outbuilding (dog houses excluded), shall be allowed or maintained on any lot, and no structure, mobile home or modular home or houseboat shall be moved on any lot except as hereinafter provided. The only other exceptions to this paragraph will be that a house trailer or field office, a temporary dumpster for construction debris, and a temporary storage trailer may be used by the builders or their sales organization during the construction of homes in the subdivision.

C. Storage bins or sheds may be permitted by approval of the Architectural Control Committee provided they conform to the general character and atmosphere of the neighborhood.

D. No trailer, semi, recreational vehicle, boat, motorcycle, or commercial vehicle shall be parked or kept on any lot at any time unless housed in a garage or basement or on a concrete pad to the rear of the dwelling provided that the concrete is aesthetically screened and approval has been obtained from the Architectural Control Committee. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the subdivision. No trailer, boat, semi, recreational vehicle, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period of excess of twenty-four (24) hours in any one calendar year. No automobile shall be continuously or habitually parked on any street or in the Common Area in the subdivision.

E. Unless otherwise specifically allowed in these restrictions, no sign of any kind shall be displayed to the public view on any lot except one (1) sign not more than five (5) square feet advertising the property for sale or rent. Signs used by builder or developer to advertise the property during the construction or sales period are allowed and may be up to thirty-two (32) square feet in size.

F. No poultry, livestock or animals other than household pets shall be allowed on any lot at any time. All local laws, ordinances and/or regulations are to be complied with by the pet owners and Owners of the lots. Dog houses are allowed provided that both the dog house and surrounding area is kept in a neat and orderly fashion. Dog runs and kennels are not permitted. This provision does prohibit the raising of dogs, cats or other animals for commercial purposes.

G. No lot shall be re-subdivided into lots of smaller size. However, two (2) or more lots may be made into one building site, if the new single lot is approved by the Architectural Control Committee and the Subdivision Engineer.

H. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or placed on any lot. All equipment, coolers and garbage cans shall be walled or otherwise suitably screened, to conceal the same from the view of the neighboring lots, roads, streets and open area.

I. No outside clothes line shall be erected or placed on any lot

J. "Satellite dishes" not to exceed two (2) feet in diameter are permitted provided they are placed in the backyard or on the back side of the dwelling roof.

K. There shall be no basketball goals installed in the front yard of any lot.

L. Each lot owner must construct, furnish, maintain and repair a mailbox and/or newspaper holder of uniform design and placement constructed of ornamental iron, at the Owner's separate expense. The uniform design shall be determined by the Architectural Control Committee.

M. In-ground swimming pools shall be no nearer than twenty-five (25) feet to any lot line and must be located to the rear or enclosed within the main building. All swimming pools shall be fenced for safety. Above ground pools are not permitted.

N. All residential structures will be connected to an approved water system. Septic tanks are required.

O. All Owners will consult with the developer or the appropriate governmental agency's road division before installation of any driveway, culverts, headwalls or other structure within the dedicated roadway, and such placement or construction shall be done in accordance with the rules and regulations of said governmental body. No curb shall be cut down for a driveway, nor shall the driveway extend over or past the curb except with the approval of the appropriate governmental agency road division.

P. The developer of this subdivision or its assigns or the Architectural Control Committee reserves the right to enter upon any lot for any purpose of cutting grass and cleaning up such lot as is reasonably required and shall charge the expense thereof to the respective owner, which expense shall become a lien upon the lot when the work has been completed.

Q. The only fences which shall be permitted on lots shall be those erected with the express prior written approval of the Architectural Control Committee, which is charged to ensure that said fences conform to the general character and atmosphere of the neighborhood. Chain-link fences of any type are not permitted on any lot. All fences must be maintained in good repair, and lot Owners agree to abide by reasonable requests for repairs and maintenance as may be made by the Architectural Control Committee.

On all lots except corner lots and with the exception of fencing included in the Subdivision Entrance, no fence shall be permitted between the front building or setback line and the street. However, 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 may be permitted with the approval of the Architectural Control Committee. Such hedges, shrubbery or evergreens shall not be permitted to be in excess of forty-two (42) inches in height. On all corner lots, no fence shall be permitted between either building or setback line and the street.

R. Each builder agrees to landscape each lot and dispose of any rubbish, trees or other items that would detract from the Subdivision as a whole. No builder will be permitted to push rubbish onto another lot unless he owns the other lot and has positive plans to remove the same. The cost of collection of any rubbish will be charged to the builder or the Owner of the lot.

S. The cutting of trees of four (4) inches or more in diameter by any builder or owner shall require the express prior approval of the Architectural Control Committee.

T. All electrical service from the main service in the subdivision, all cable television, telephones and other wired services to each residence must be underground and compliance with the utility district's requirements for underground service.

ARTICLE VII

EASEMENTS

In addition to the easements designated in Article VI (ii) of these Covenants and to any other easement and encroachment rights provided herein, there is specifically reserved on every lot in the subdivision the following easements:

A. Street Lighting. Street lights will be erected and maintained by the public utility company throughout the Subdivision; and therefore, an easement is reserved on each lot for such construction and maintenance. Reference is made to any easement grant from the Developer to such public utilities company which grant may or may not be of record in the Register's Office of Rutherford County, Tennessee.

B. Recorded Easements. All lots are encumbered by any easement previously recorded and to the easements as shown on the plats of record and revised plats as may be recorded in the future.

ARTICLE VIII

TERMINATION, EXPIRATION, AND AMENDMENT

A. The right of enforcement of each of these Restrictive Covenants is severally vested in the Owners of each of the lots in this Section of the subdivision or the Developer. Any Owner of any lot shall have the right at any time to compel compliance with said Restrictive Covenants, or to prevent the violation of any of them by the proper institution of an action at law or in equity for injunctive relief.

B. Should any provision of this instrument be declared void or inoperative by a Court of competent jurisdiction, or should more strict provision apply by any Governmental Ordinance, the remaining provisions shall continue in full force and effect.

C. These Restrictions and Covenants set forth herein run with the land and shall be binding upon all parties hereto, their heirs, representatives, successors, or assigns, for a period of thirty (30) years from the date of recording, after which time said Restrictive Covenants shall be automatically extended for one successive period of ten (10) years, unless an instrument signed by the Owners of 75% of the lots encumbered by these Restrictive Covenants has been recording agreeing to change said Restrictive Covenants in whole or in part. These Restrictive Covenants may be amended at any time by an instrument signed by the Owners representing 75% of the lots encumbered by these Restrictive Covenants, or may be amended solely by the Developer or by a majority of Class B members. Said instrument shall be recorded to be valid.

ARTICLE IX

ANNEXATION

As additional section and phases of Farmington are developed that are contiguous with Section IV, the Developer shall prepare and record an instrument declaring that such new development is restricted by the terms and provisions of these Restrictive Covenants and/or by additional or amended restrictions as deemed necessary in the discretion of the Developer.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed, this the 29th day of May, 2007

LASCASSAS LAND COMPANY, LLC

By: *Robert E. Hallum*

Robert E. Hallum, General Manager

State of Tennessee

County of Rutherford

Before me, a notary public in and for the state and county aforementioned, personally appeared Robert E. Hallum, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be General Manager of LASCASS LAND COMPANY, LLC, the within named bargainer, a limited liability company, and the he as such General Manager executed the foregoing instrument for purposes therein contained, by signing the name of the company by himself as General Manager.

Witness my hand and seal this 29th day of May, 2007.

Kathy Lynn Parker

Notary Public

My commission expires: 1/27/2010



Jennifer M Gerhart, Register
Rutherford County Tennessee

Rec #: 520148
Rec'd: 60.00 Instrument #: 1502369
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 6/13/2007 at 1:40 PM
Total: 62.00 in
Record Book 753 Pgs 1891-1902

This Instrument Prepared by
Cope, Hudson, Scarlett, Reed & McCreary, PLLC
16 Public Square North
Murfreesboro, TN 37130

**SUPPLEMENTAL DECLARATION OF
COVENANTS APPLYING TO ALL SECTIONS
OF
FARMINGTON SUBDIVISION**

Pursuant to Article IX of the Restrictive Covenants and Easements applying to Farmington, Section I, Phase I, Rutherford County, Tennessee, of record in Record Book 78, page 888 in the Register's Office for Rutherford County, Tennessee; Article IX of the Restrictive Covenants and Easements applying to Farmington, Section II, Rutherford County, Tennessee, of record in Record Book 395, page 1536 in said Register's Office; Article IX of the Restrictive Covenants and Easements applying to Farmington, Section III, Rutherford County, Tennessee, of record in Record Book 507, page 2166 of said Register's Office; and Article IX of the Restrictive Covenants and Easements applying to Farmington, Section IV, Rutherford County, Tennessee, of record in Record Book 753, page 1891 of said Register's Office, the undersigned Declarant, Lascassas Land Company, LLC, supplements the Restrictive Covenants as provided hereinbelow:

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits accruing to the property, Lascassas Land Company, LLC hereby declares and subjects Farmington Subdivision, Sections I, II, III, and IV, to the following Supplemental Declaration of Covenants, Restrictions and Conditions:

1. This Supplemental Declaration is being made pursuant to the terms of the Restrictive Covenants of record referenced above in the Register's Office for Rutherford County, Tennessee for the purpose of annexing the property known and designated as Farmington Subdivision, Section II, as shown on plat of record in Plat Book 27, page 195, in the Register's Office; Farmington Subdivision, Section III, as shown on plat of record in Plat Book 29, page 7, in said Register's Office; and Farmington Subdivision, Section IV, as shown

on plat of record in Plat Book 32, page 19 in the said Register's Office, and making them part of Farmington Subdivision and annexing them pursuant to Article IX of the Restrictive Covenants and easements for each section as referenced above and to subject them and the lots therein to the Farmington Homeowners Association. Although annexed for purposes of the Farmington Homeowners Association, each Section shall still, in addition, be subject to the Restrictions applying to that particular Section.

2. Farmington Subdivision, Section II, as referenced hereinabove, shall be subject to the restrictions, regulations, conditions, covenants and plan of Farmington Subdivision, and the jurisdiction of the Architectural Control Committee and the Farmington Homeowners Association shall be extended to the property, and shall otherwise be subjected to the restrictive covenants and easements applying to Farmington, Section II, Rutherford County, Tennessee, in Record Book 395, page 1536 in the said Register's Office.

3. Farmington Subdivision, Section III, as referenced hereinabove, shall be subject to the restrictions, regulations, conditions, covenants and plan of Farmington Subdivision, and the jurisdiction of the Architectural Control Committee and the Farmington Homeowners Association shall be extended to the property, and shall otherwise be subjected to the restrictive covenants and easements applying to Farmington, Section III, Rutherford County, Tennessee, in Record Book 507, page 2166 in the said Register's Office.

4. Farmington Subdivision, Section IV, as referenced hereinabove, shall be subject to the restrictions, regulations, conditions, covenants and plan of Farmington Subdivision, and the jurisdiction of the Architectural Control Committee and the Farmington Homeowners Association shall be extended to the property, and shall otherwise be subjected to the restrictive covenants and easements applying to Farmington, Section IV, Rutherford County, Tennessee, in Record Book 753, page 1891 in the said Register's Office.

5. All lot owners of the property herein annexed and subject to this Supplemental Declaration (being Sections I, II, III, and IV) shall become members of the Farmington

Homeowners Association and shall have all of the rights and privileges of the same and shall be subject to all assessments, fees and duties of the homeowners association.

IN WITNESS WHEREOF, the undersigned being the Declarant and Developer herein has hereunto set its hand this 6 day of August, 2009.

LASCASSAS LAND COMPANY, LLC

By: [Signature]

Title: Manager

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

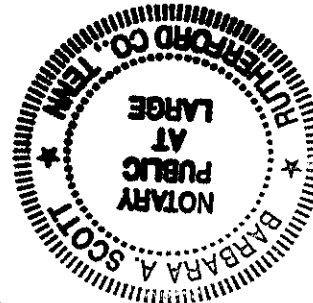
Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, Barbara A Scott, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Percy E. Dempsey II of LASCASSAS LAND COMPANY, LLC, the within named bargainor, a limited liability company, and he as such manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such manager.

WITNESS MY HAND and official seal at my office on this the 6 day of August, 2009.

[Signature]

Notary Public

My commission expires: 7/16/12



Jennifer M Gerhart, Register
Rutherford County Tennessee

Rec #: 600221
Rec'ds: 15.00 Instrument #: 1636548
State: 0.00
Clerk: 0.00 Recorded
EDF: 2.00 8/12/2009 at 9:19 AM
Total: 17.00 in
Record Book 940 Pgs 3368-3370

FARMINGTON HOMEOWNERS ASSOCIATION

PO BOX 1422

LASCASSAS TN 37133-1422

MEMBER(S) INFORMATION:

LOT NUMBER: _____ SECTION: _____

NAME(S): _____

STREET
ADDRESS:

MAILING
ADDRESS

(IF DIFFERENT)

HOME PHONE #

WORK PHONE#

MOBILE PHONE #

FAX NUMBER:

E-MAIL ADDRESS:
