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37 PGS : AL - RESTRICTIVE COVENANTS	
DARLA BATCH: 124008	
09/20/2007 - 02:24 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	185.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	187.00

STATE OF TENNESSEE, WILSON COUNTY

JOHN B SPICKARD
REGISTER OF DEEDS

This instrument prepared by:

ROCHELLE, McCULLOCH & AULDS
109 Castle Heights Avenue North
Lebanon, Tennessee 37087

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FARMINGTON WOODS**

THIS DECLARATION of Covenants, Conditions, and Restrictions (hereinafter referred to as "Declaration") made and published on the date hereinafter set forth by and between the undersigned, being the Developer and Owner of all Lots in the Development as hereinafter defined, and any and all persons, firms, corporations or other entities, hereafter acquiring any of the within described property.

WITNESSETH:

WHEREAS, Developer has developed certain residential neighborhood real property in Wilson County, Tennessee, known as FARMINGTON WOODS (the "Development") with common area or open spaces for the mutual benefit of the future residents of the Development; and

WHEREAS, it is in the best interest of each and every person or other entity which now owns or hereafter acquires any of the property within the Development that certain covenants, conditions, easements, use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of common areas or open spaces; and

WHEREAS, the Developer desires to make provisions concerning the maintenance and ownership of the common areas or open spaces located therein; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and entities in said development, and to fulfill the foregoing objects, purposes and requirements, to create entities to which should be delegated and assigned the powers of maintaining and administering the common areas or open spaces, managing the affairs of the residential

development, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused, or will cause, to be incorporated under the laws of the State of Tennessee a certain nonprofit corporation having as its members owners of Lots within the Development for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms, conditions and restrictions hereinafter set forth, the Developer declares that the real property hereinafter described is and shall be held, transferred, sold conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I **DEFINITIONS**

The following words, when used herein, shall have the following meanings:

Section 1. The "Association" shall mean Farmington Woods Homeowners' Association, Inc. a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The Bylaws of the Association are attached hereto as Exhibit C and are incorporated herein by reference.

Section 2. "Common Area" shall mean any common elements owned, operated or maintained by the Association, including, but not limited to, the entranceway, sign, irrigation equipment, and landscaping relating thereto, together with any easements related to the above described elements.

Section 3. "Declaration" shall mean this instrument.

Section 4. "Developer" shall mean FARMINGTON WOODS, LLC, a Tennessee limited liability company, its successors and assigns as designated in writing by the Developer as a successor or assign of the rights of the Developer as set forth herein.

Section 5. "Lot" shall mean any lot shown on any recorded plats or plans of the Property. The term Lot shall not include Common Area, or dedicated streets and roadways.

Section 6. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Lot Owner so long as it is the legal title holder of any Lot.

Section 7. "Unit" shall mean and refer to a building situated upon any Lot designated and intended for use and occupancy as a residence by a single family.

Section 8. "Plat" shall mean the plat of FARMINGTON WOODS, of record at Plat Book P26, Page 457 in the Register's Office for Wilson County, Tennessee and such other plats as are submitted to this Declaration pursuant to the provisions of Article XI hereof.

Section 9. "Property" shall mean the real property submitted to this Declaration and described on Exhibit A attached hereto and incorporated herein by reference, and such other property as may be submitted to this Declaration pursuant to the provisions of Article XI hereof. The Property shall not include any public streets and roadways included within a Plat.

Section 10. "Person(s) presently owning Lots within the Development" shall mean the record owner(s) as of the date of this Declaration, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation

**ARTICLE II
PROPERTY SUBJECT TO
DECLARATION AND SUPPLEMENTAL DECLARATION**

Section 1. Property Subject to this Declaration. Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

**ARTICLE III
GENERAL PROPERTY RIGHTS**

Section 1. Owner's Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of the Lot Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded. At the time of any of such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than the general public.

(c) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area.

(d) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary for the proper servicing and maintenance of the Common Area and the structures in the Development.

Section 2. Delegation of Use. Any Lot Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Lot.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS**

So long as Developer owns a Lot, Developer shall exercise all of the rights and authority of Association and its Board, and shall have the right to appoint all members of the Architectural Review Committee, or any other committee or board contemplated herein, until such time as Developer is completely divested of any interest in a Lot, or until such time as Developer shall assign such rights to the Board.

Section 1. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to and may not be separated from, ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Lot Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned as provided under this Declaration. The Class B member shall be entitled to four (4) votes for each Lot owned including any Lots added pursuant to the provisions of Article X, Section 4 hereof. The Class B membership shall be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership. In the event the Developer annexes additional land as permitted under Article XI, Section 4., the Developer will have four (4) votes for each Lot owned in the annexed Land and Developer's four (4) votes for each Lot owned in the land already subject to this Declaration will be reinstated for so long as the total votes of the Class B member (Developer) exceeds the total votes of the Class A member.

**ARTICLE V
COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Property, and each Owner of any Lot by acceptance of a deed therefor, whether or not it is shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as

hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable Attorney's fees as hereinafter provided, shall be a charged on the Lot and shall be a continuing lien upon the Lot against which each Assessment is made from the date when due until the same is paid in full or otherwise discharged. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, to provide for the maintenance of the Common Area (including, but not limited to drainage facilities, landscaping, etc.), to pay the fees of any management agent the Association may employ to manage the affairs of the Association. An adequate reserve fund for the maintenance, repair, and replacement of items maintained by the Association pursuant to this section shall be established and funded by regular monthly payments rather than by special assessments.

Section 3. Maximum Annual Assessment.

(a) The initial annual assessment rate shall be \$150.00 per Lot per year.

(b) The initial annual assessment for the year in which the Declaration is effective shall be pro-rated as set forth in Section 7 hereunder.

(c) The Board of Directors of the Association may adjust the annual assessment by 2/3 majority vote of the Board. Except as set forth in Section 4 hereunder, the annual assessment may not be increased more than twenty (20%) above the assessment for the previous year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article V shall be sent to all members not less than fifteen (15) days nor more than thirty (30) in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present,

another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than ninety (90) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual basis, or on any other such basis as the Board may from time to time deem appropriate.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence as to Lots not owned by the Developer on the first day of the first month following the recordation of this instrument. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs, including reasonable attorney's fees, of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lien thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exemptions. Any Lot held by Developer shall be exempt from any assessment set forth herein.

ARTICLE VI INSURANCE

Section 1. Common Area. The Association shall keep in force and maintain such hazard, public liability, or other insurance as it shall deem necessary relating to the Common Area. The Association may also insure any other property, whether real or personal, owned by it, against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 2. Lots. Insurance against damage by fire or other casualty to the improvements on any Lot, liability insurance with respect to occurrences on any Lot, and other insurance relating to each Lot, shall be the responsibility of the individual Lot owners.

Section 3. Fidelity Bonds.

(a) Blanket fidelity bonds will be maintained by the Association for all officers, directors, trustees, and employees of the Association handling or responsible for, the funds of or administered by the Association. Further, in the event the Association delegates some or all of the responsibility for the handling of funds to a management agent, a blanket fidelity bond will be required for officers, employees, and agents of such management agent handling, or responsible for, the funds of or administered on behalf of the Association.

(b) The total amount of fidelity bond coverage shall be based upon the best judgment of the officers of the Association and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bond be less than a sum equal to three (3) month's aggregate assessment on all Lots plus reserve funds.

(c) All such fidelity bonds shall:

(i) Name the Association as an obligee;

(ii) Contain waivers by the issuers of the bonds of all defenses based upon the exclusion of person serving without compensation from the definition of "employees" or similar terms or expressions; and

(iii) Shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association.

(d) Premiums on all such fidelity bonds (except premiums on fidelity bonds maintained by a management agent for its officers, employees, and agents) shall be paid by the Association as a common expense.

Section 4. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

Unpaid officers and Directors of the Association shall not be liable to any Lot Owner for any act or omission unless the same constitutes gross negligence or willful misconduct. If an unpaid Director or officer of any of the Associations prevails in any legal action brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay the director or officer all his reasonable legal fees.

ARTICLE VII NOTICES TO MORTGAGEES

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any deed of trust lien on the Property, or a Lot located therein, and, in the case of a Lot, the Lot number or address, any such lien holder or eligible insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable:

(b) Any delinquency in the payment of assessments or charges owed by an Owner subject to a first deed of trust lien held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days:

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association:

(d) Any proposed action which would require the consent of a specified percentage of deed of trust lien holders.

ARTICLE VIII EASEMENTS

Section 1. Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

1. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

2. Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting underground wires or cables of public utilities, such as, and without limitation, electric, telephone, telegraphs, cable television.

3. Each Lot Owner shall grant such easements upon his Lot as are necessary to serve the Property for water, sewer, telephone, gas, electricity and other utilities, and the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided, however, no Lot Owner shall be required to grant any easement which would interfere with the use and enjoyment of his Lot or Unit and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not interfere with the use and enjoyment of any Lot or Unit and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

4. An easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon.

5. Each Lot and any Common Area shall be subject to, and there is hereby reserved, an easement for encroachments created by construction, settling, shifting, engineering errors or overhangs for all buildings or other

improvements constructed by the Developer, its agent, contractors employees and any maintenance, repair, correction or alteration of the same.

6. The right of the Developer to subject the Common Area to such easements for access, ingress, egress and utilities as may be necessary, or as may be required by any governmental body or agency having jurisdiction over the Property, to serve other phases or subphases of the Development.

7. No Lot may be re-subdivided to form lots of smaller area than those shown on the recorded Plat.

ARTICLE IX ARCHITECTURAL REVIEW COMMITTEE

Section 1. Architectural Review Committee. With this Declaration there is hereby established an Architectural Review Committee (A.R.C.), which shall consist of three (3) members appointed by the Developer. Developer shall have the sole and absolute power and authority to appoint and remove members of the Architectural Committee until such time as Developer has conveyed its interest in all of the Lots to third parties, and thereafter by the Board of Directors of the Association, which is empowered to appoint their successors should a vacancy occur, or may remove members and replace them at its sole discretion. The replacement of a member of the Architectural Committee appointed by an elected Board of Directors shall require the vote of three/fourths (3/4) of the Board of Directors, which vote shall be conducted at a specially called meeting, as the same may be provided in the by-laws of the Association.

Section 2. Approval of Plans. No construction, reconstruction, remodeling, alteration or addition to any structure, building, fence, wall, driveway, path or other improvement of any nature shall be undertaken without obtaining the prior written approval of the Architectural Committee as to the location of the same on the Lot, its frontage on adjacent streets, and as to its plans and specifications. As a prerequisite to consideration for such approval and prior to commencement of the contemplated work, 3 copies of the plans and/or specs must be submitted to the Architectural Committee for approval. The Architectural Committee will require 3 copies of the exterior elevations, exterior house specifications and materials, and 20 scale site/landscape design plan that indicates the location of the house including setbacks, driveway, drainage plan, fencing (if any), and trees of four inches (4") caliper or larger to be removed (including their replacement tree locations), minimum foundation plantings, before commencing the construction of any new home. The Architectural Committee shall be the sole arbiter of the same and may withhold approval for any reason including purely aesthetic considerations. Upon approval being given, construction shall be in compliance with the approved plans and specifications; otherwise, the approval

shall be void. If any Lot Owner deviates from the approved plans and specifications in any material respect, the Architectural Committee may withdraw its approval of such plans and specifications, in which event construction shall stop until all areas of noncompliance have been corrected. The failure of the Architectural Committee to act upon any set of plans and specifications within thirty (30) days from the date of the submission of the same shall constitute the approval of such plans and specifications.

In addition to the approval of Plans and other matters herein set forth, the Architectural Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Lot Owner and are not materially harmful to the surrounding Lots. If such waiver is granted in writing, then, thereafter, such matters waived shall no longer be deemed a violation of these restrictions.

The approval of the Architectural Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design or a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Lots. Notice is hereby given to any future occupant of any such completed improvement and all invitees, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by the Architectural Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by Developer, the Association, the Board of Directors, or the Architectural Committee, of the structural stability, design of any building, structure or other improvement and no liability shall accrue to Developer, the Association, the Board of Directors or the Architectural Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of Lot Owner's contractors and subcontractors during the period of construction of improvements.

The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of not less than one year and must have supervised the construction of, or built a minimum of six homes. Developer imposes this requirement to maintain a high quality of construction experience. Any waiver must be in writing and approved by the Developer.

ARTICLE X
RESTRICTIONS ON LOT USE, MAINTENANCE, ETC.

Except as to any Common Areas, each Lot shall be used as a single Family Residence, as the same shall be defined from time to time in the Zoning Ordinance for the City of Lebanon.

The following restrictions shall apply to Lots as indicated. The term "Lots" indicates applicability to all.

Section 1. Floor Area. Minimum square footage of each Single-Family Residence shall be as follows:

- a) General. The calculation of square footage shall not include: garages, basements, covered walks, open and/or screen porches, patios, and pool areas. Square foot measurements shall be taken from outside exterior walls of. The A.R.C. may grant variances relative to first floor minimum footage for designs to fit the particular topography of any building site.
- b) Single Story Residences. All one story single family residences shall contain a minimum of Two Thousand (2,000) square feet, "bonus rooms" or any area over the garage will NOT be included in the calculation for the first floor square footage, subject to approval by the A.R.C.
- c) Two Story Residences. All two story single family residences shall contain a minimum of Two Thousand Four Hundred (2,400) square feet total, including at least Fourteen Hundred (1,400) square feet making up the first floor of the residence, subject to approval by the A.R.C.
- d) Exteriors. All single family residences shall be constructed with a minimum of 80% of the exterior containing brick, with the remaining exterior covered by stone, dryvit and such other material and in such ratios that the A.R.C. may approve.
- e) Foundations. All single family residences shall have foundations made of brick, with no foundations containing exposed blocks or stucco, subject to approval by the A.R.C.
- f) Roofs. The primary roof pitch of any residential structure shall not be less than a plane of 8 inches vertical for every plane of 12 inches horizontal unless otherwise approved in writing by Developer. The minimum roofing shingle shall be an architectural grade asphalt shingle.

Section 2. Garages. Each Single-Family Residence shall have sufficient enclosed garage space for at least two (2) vehicles. Garage doors shall generally be kept in closed position. No carports or front-entry garages will be permitted. The A.R.C. shall be the sole judge of whether detached or attached garages shall be permitted in each case. The A.R.C. may override the requirements of this Section where the topography or dimensional limitations of the particular building site make compliance therewith impracticable. Furthermore, only four (4) registered operable vehicles will be allowed at each Single-Family Residence. No vehicles may be habitually parked in the street.

Section 3. Irrigation Systems. Lot Owners are required to have an underground irrigation system that extends from the midpoint of each side of the home to the curb, to facilitate proper lawn growth and care. Irrigated areas are to be noted and shown on the landscape plans that are submitted to the A.R.C.

Section 4. Clearing and Removal of Trees. In reviewing building plans, the A.R.C. shall take into account the natural vegetation, such as trees and shrubs, located on or near a Lot, and shall encourage the Owner to incorporate them in his landscaping plan. No lot may be cleared for any reason without the prior written approval of the A.R.C. No trees of four (4) or more inches in diameter at two (2) feet above the natural grade shall be cut or removed without the prior written approval of the A.R.C. When such a tree is removed the Owner will replace it with a similar tree of equal value on another portion of the Lot, if so requested by the A.R.C.

Section 5. Construction Phase. During construction of a Single-Family Residence or other Improvement, the Lot shall be kept in a neat and orderly condition so as not to cause an unsightly condition of the Lot. In the event the Owner or his agent or employee (including, without limitation, any contractor or subcontractor) shall fail to maintain the construction site as specified herein and such failure continues for at least five (5) days following delivery of written notice thereof from the Association, the Association shall have the right, exercisable in its sole discretion, to remove any rubbish, refuse, unsightly debris and/or growths from the Lot. In the event the Association, after such notice, causes the subject work to be done, then, and in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Tennessee, shall be charged to the Owner as an "Individual Assessment", and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article V. of this Declaration.

Construction on a residence shall commence within eighteen (18) months of the initial transfer from Developer to an Owner. Such residence shall be substantially complete not later than twelve (12) months from the date of

commencement of construction. For purposes of this section, "date of commencement" shall mean the date a building permit is issued for the construction of a single-family residence on the Lot.

Section 6. Erosion Control, Drainage and Septic Systems. It is the responsibility of the lot owner to ensure that proper methods of erosion and siltation control are employed and maintained until lot is stabilized. Including the installation of a stone access tracking pad prior to construction.

Positive drainage on the lot is the responsibility of the lot owner. No standing water or puddling will be allowed. No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. No person other than Declarant may obstruct or re-channel the drainage flows, after the location and installation of drainage swales, storms sewers or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. Septic systems are prohibited on the Properties.

Section 7. Damage Surety. To ensure and maintain the integrity of the curb, roadway and sidewalk during lot construction, the lot purchaser shall place a deposit in the amount of One Thousand Five Hundred Dollars (\$1,500) into a non-interest bearing escrow account to be held by ROCHELLE, McCULLOCH & AULDS as escrow agent, with such sum to be returned the lot purchaser upon the completion of construction, subject to satisfactory post construction inspection of the "Lot" frontage as it relates to the abutting curb, roadway and sidewalk. At closing, purchaser shall execute an escrow agreement setting forth the complete terms and conditions under which the escrow agreement shall hold said funds.

Section 8. Temporary Structures. No structure or object of a temporary character, such as, but not limited to, trailers, construction trailers, tents, shacks, sheds, playground equipment, garages, barns, animal pens, doghouses, dogruns or other temporary or other outbuildings shall be erected, kept or maintained on any Lot for any use whatsoever, either temporarily or permanently, except that a temporary construction office may be used on a Lot when approved, in advance by the A.R.C. The architectural site plan shall indicate the location of such temporary structure and shall include drawings reflecting the appearance of same.

Section 9. Duty to Repair and Rebuild.

(a) Lot owners shall, at their sole cost and expense, repair their residence keeping it in a condition comparable to that at the time of its initial construction, excepting only normal wear and tear.

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its previous condition immediately prior to the casualty.

Section 10. Maintenance of Lots. All Lots shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. Any dead shrubbery shall be removed and replaced in a timely manner. All Lots and all areas between Lot lines and pavements shall be maintained by the Owners in the manner required by the Association. In the event an Owner fails to maintain his Lot as aforesaid, the Association shall have the right, exercisable in its sole discretion, to mow, burn or clear any weeds, grass, underbrush or unsightly debris and/or growths from any Lot deemed by the Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Development provided, however, that at least seven (7) days prior notice shall be given by the Association to the Owner of such Lot before such work is done by the Association. In the event the Association, after such notice, causes the subject work to be done, then, in that event, the costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Tennessee shall be charged to the Owners and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforceable pursuant to the procedures set forth in Article V. of this Declaration. Such entry by the Association shall not be deemed a trespass. The Association may also, at the request of any Lot Owner, including the Declarant, and for an agreed charge to the Lot Owner, maintain any undeveloped Lots, so as to prevent such undeveloped Lots from becoming unsightly as defined hereinabove. The costs of such work, together with interest thereon at the maximum rate permitted by the usury laws of the State of Tennessee, shall be charged to the owner and shall become a lien on the subject Lot, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article V. of this Declaration.

Section 11. Fences, Walls and Hedges. The composition, location and height of any fence, wall or hedge to be constructed on any Lot shall be approved in advance by the A.R.C. The A.R.C. shall require the composition of any fence, wall or hedge to be consistent with the material used in the surrounding Single-Family Residences and other fences, if any. All fences shall be located behind the home, and shall extend no further forward than the rear of the home, and shall be constructed of material approved by the A.R.C. Fencing design must accompany the final working drawings submitted to the A.R.C. for any proposed Single-Family Residence. The A.R.C. may waive the requirements of this Section where the topography of the particular building site make compliance therewith impracticable.

Section 12. Swimming Pools. Any swimming pool or hot-tub or spa, to be constructed on any Lot shall be constructed in the ground and shall be subject to the requirements of the A.R.C., which shall include, but not be limited to, the following:

Composition to be of material thoroughly tested and accepted by the industry for such construction.

Swimming pools, pool decks, fencing, screen enclosures, patio and terrace slabs may not extend into the minimum yard setback areas, except by special permit from A.R.C.

Landscape, pool, recreation and security lighting shall be designed so as to not be an annoyance to the surrounding residents. Such lighting shall not be controlled by light sensitive switches. Time clock controls may be used but in no event shall such lighting (other than low level lighting) be permitted to be on after ten-thirty (10:30) p.m. Central Standard or Daylight Savings (whichever shall then be in effect) Time.

Pools may be heated only through methods approved by the A.R.C.

Section 13. Purchase of adjoining Lots. If an Owner elects to purchase two (2) adjoining Lots and to use one (1) of those Lots for recreational purposes, the Lot used for recreational purposes must be adequately screened by landscaping and/or walls or fences on both the front and sides, as required by the A.R.C. It shall be the intent of the A.R.C. to screen any such recreational facilities from the public view.

Section 14. Driveway. All driveways and parking areas shall be of a 50/50 exposed aggregate that may include brick accents, hot top/asphalt paving is excluded. Driveways may connect to Streets at only one (1) point for each Lot and such connection shall provide continuity of any drainage swale or curb and shall blend into Street pavement. No curbside parking areas may be created by extending any portion of Street pavement. The design and location of all driveways shall be approved in advance by the A.R.C.

Section 15. Utilities. Each Owner shall connect his water line and his sewer line to the public utilities providing such service for the lots and shall pay all availability charges, connection charges, periodic charges, and the like in connection therewith. Each Owner shall maintain and repair his water and sewer lines up to the point of delivery and connection. No individual water supply system shall be permitted. No water shall be obtained from any lake, stream or water body. No septic tank or drain field shall be allowed on any Lot.

Section 16. Lot Filling. No Lot may be cleared, graded, cut or filled for any reason until the A.R.C. has reviewed and approved the preliminary application for the Single-Family Residence. The site plan, along with the tree survey and other documents required by the A.R.C., must clearly delineate the extent of clearing, grading, cutting and filling.

Section 17. Residential Use. All residences shall be used only as single-family, private residential dwellings and for no other purpose. No business or commercial buildings may be erected on any Lot and no business may be conducted on any part thereof, except as specifically reserved herein.

Section 18. Clotheslines, Basketball Goals and Statuary. No clothesline or outside drying area shall be located on any Lot.

Any permanent basketball goals must be installed or erected to the rear Lot, in a location approved by the A.R.C. Portable basketball goals will be allowed, provided that they are taken down and stored away out of sight when not in actual use. Any basketball goals may only be used between the hours of eight (8) a.m. and ten (10) p.m. Central Standard or Daylight Savings (whichever shall then be in effect) Time.

Further, no painted nor unpainted sculptures or statues, including but not limited to statues depicting animals, human-like figures, or plant life, shall be permitted on any Lot. They may be allowed in rear yards upon approval by the A.R.C.

Section 19. Residence Graphics. The size and design of all signs, numbering for the Lot, and other such materials shall be approved by the A.R.C. and shall display continuity and conformity throughout the Development. Except in connection with development or sales of property, no signs, billboards, advertisements or notices of any kind, including, without limitation, "For Sale" signs, shall be displayed for public view on any Lot on the Property without the prior consent of the A.R.C. If such permission is granted, the A.R.C. reserves the right to restrict size, color, content and location of such sign(s). However, in no event shall any permitted sign exceed three (3) square feet nor shall it be larger than 18" X 24". No sign shall be nailed or attached to any tree. Additionally, the A.R.C. shall have the right to adopt reasonable rules regarding signs to be used during construction of residences and other buildings, such as Owner identification, name of contractor or architect, etc. "For Rent" signs will not be allowed.

Section 20. Garbage and Trash Containers. All trash, garbage and other waste shall be kept in sanitary containers, kept in the garage or within an enclosure, except as required during trash collection. The Enclosure shall be composed of a masonry kneewall or a wingwall of fence or a landscape hedge (minimum height of 5 ft). No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste.

Section 21. Air Conditioning Units. No window air conditioning units may be installed in any Unit, unless approved by the A.R.C.

Section 22. Antenna and other rooftop accessories. No radio, television or other electronic antenna, aerial or satellite receiving dish, or other reception or transmission device may be erected or maintained anywhere on the Property or on the exterior of any residence (unless installed by the Declarant or the Association) without the prior written approval of the A.R.C. In no event shall any satellite-receiving dish be larger than 18 inches in diameter and such a dish shall not be visible from the street.

Section 23. Nuisances. No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and use of the Property by Owners shall be allowed. No Owner shall commit or permit any nuisance or any immoral or illegal activity on or about the Property. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his Lot. Without limiting the generality of the foregoing, no go-carts or recreational all-terrain vehicles shall be operated at anytime in the Development.

Section 24. Boats, Trailers and Motor Vehicles. Except as specifically allowed and approved in advance by the Association, no commercial vehicles, boats, boat trailers, buses, house trailers, motor homes, trucks, camping trailers, vans, go-carts, motorbikes or other similar vehicles ("Nonpermitted Vehicles"), whether of a recreational nature or otherwise, with the exception only of four-wheel passenger automobiles and pickup trucks, shall be placed, parked or stored upon any Lot. The Association may grant an Owner permission to bring onto the property a Nonpermitted Vehicle upon application by the Lot Owner if the Association finds, in its sole and absolute discretion, that an A.R.C. approved garage is available for storage of the Nonpermitted Vehicle and the Nonpermitted Vehicle is owned by the Lot Owner. Upon showing written evidence of such approval at the entry, the Owner may bring such Nonpermitted Vehicle onto the property and park it inside the approved garage.

Vehicles of repairmen, delivery men, moving vans, temporary guest or vehicles owned or leased by member of the Owner's family may be parked temporarily at curbside or on the driveways and private parking areas of a Lot. In no event shall any vehicles be allowed to block traffic flow. The Association shall have the right to authorize the towing of any vehicles which are in violation of these provisions, or the Traffic Regulations promulgated by the Association, if any, and to collect the cost thereof from Owner, as an "Individual Assessment."

Section 25. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between November 28 and January 10 only, all exterior lights must be approved by the A.R.C.

Section 26. Mailboxes. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by Declarant or the A.R.C.

Section 27. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be

constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as approved by the A.R.C.

Section 28. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the common areas. However, dogs, cats and other common household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes. No Lot shall have more than four (4) household pets at any time, any and all pet droppings shall be picked up by the Lot Owner. No animals shall be allowed to run loose in Farmington Woods at any time.

Section 29. Guns. The discharge of firearms within the properties is prohibited. The term "firearms" includes "B-B" guns and other firearms of all types.

Section 30. Unsightly or Unkempt Conditions. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any of the Properties (except in the confines of the residence) and then if it becomes disorderly, unsightly or unkempt or become a nuisance.

Section 31. Home Occupation. Home occupations may be practiced on any Lot subject to the following limitations:

The home occupation shall be located and conducted inside dwelling units only;

The principals and any other persons employed on the property in furtherance of the home occupation shall be residents of the dwelling unit in which it is located; provided, however, that where the A.R.C. finds that a hardship exists, one (1) nonresident of the property may be employed on the property in furtherance of the home occupation on a temporary basis for a period not to exceed twelve (12) months;

Not more than ten percent (10%) of the total floor area in the dwelling unit shall be devoted to the home occupation;

The dwelling unit shall not be used as a primary or incidental storage facility for a business, industrial, commercial, or agricultural activity conducted elsewhere;

No articles, materials, goods or equipment indicative of the home occupation shall be visible from any street or stored outside the dwelling unit;

The home occupation shall not be advertised by the display of goods or signs on the Lot on which it is located;

The proposed uses shall not generate noise, odor, fumes, or smoke, nor create a nuisance of any kind which would adversely affect the residential character of the Development;

No traffic shall be generated by the home occupation in greater volume than would normally be expected in a residential neighborhood;

Teaching, including but not limited to tutoring and art, music and dance lessons, shall be permitted provided that it is limited to one (1) pupil at any given time;

Barber shops, beauty shops, gift shops, gun sales, florist shops or other retail activities that are traditionally conducted in a commercial zoning district shall not be permitted under any circumstances;

The following home occupations, when deemed to be non-traffic generating uses posing no threat to the health, safety and welfare of the residents of the Development, shall be permitted subject to application by the occupant and approval by the A.R.C.;

artist, sculptor, author and song writer;

designer, planner, architect, engineer, draftsman, and graphic artist; and

accountant, lawyer, information processing, traveling salesperson, manufacturer's representative, insurance agent, real estate agent, and financial consultant;

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by at least seventy-five percent (75%) of those Owners then owning the Lots has been recorded prior to the expiration of said 30-year period or any said 10-year period. This Declaration may be amended at any time by Developer, so long as Developer is the owner of at least one Lot. At such time as Developer is completely divested of any interest in a Lot, or at such time as Developer shall assign its rights to the Board as set forth hereinabove, during the

first thirty (30) year period, this Declaration may be amended by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and open area may be annexed to the Property with the consent of two-thirds (2/3) of each class of members of the Association.

Section 5. Wilson County Governmental Restrictions. Anything herein to the contrary notwithstanding, the Association shall not be dissolved nor shall it dispose of all or any portion of the common Area, by sale or otherwise (except to an organization conceived and established to own and maintain the Common Area), without first offering to dedicate the same to the government of Wilson County, Tennessee, and said dedication be approved by the Wilson County Planning Commission. Provided, however, the conditions of any transfer shall conform to the final master development plan of the Property as adopted by the Wilson County Planning Commission.

IN WITNESS WHEREOF, the undersigned, being the Developer herein and all persons presently owning Lots within the Development have hereunto set their hands this 19th day of September, 2007.

FARMINGTON WOODS, LLC

By: [Signature]
RICHARD C. HAYES

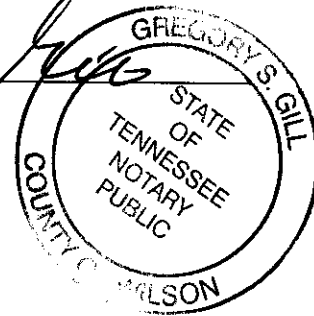
ITS: Managing Member

STATE OF TENNESSEE
COUNTY OF WILSON

Before me, the undersigned, of the state and county aforementioned, personally appeared RICHARD C. HAYES, 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 Managing Member (or other officer authorized to execute the instrument) on behalf of FARMINGTON WOODS, LLC the within named bargainor, a Tennessee ^{limited liability company} corporation, and that he as such Managing Member, executed the signing the name of the ^{limited liability company} corporation by himself as Managing Member.

WITNESS my hand and seal, at office in Lebanon, TN, this 19th day of September, 2007.

[Signature]
Notary Public



My commission expires: 10/20/07

EXHIBIT "A"

(THE PROPERTY)

EXHIBIT 'A'

BEING A TRACT OR PARCEL OF LAND LYING IN THE 3RD CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE, AND BEING DESCRIBED AS FOLLOWS:

BOUNDARY LINE DESCRIPTION OF THE VOLENE AGEE ESTATE PROPERTY:
BEGINNING ON AN IRON PIN IN THE NORTHERLY MARGIN OF CARVER LANE, SAID PIN BEING THE NORTHEAST CORNER OF THE BRAGG PROPERTY, THENCE LEAVING SAID MARGIN OF SAID ROAD AND RUNNING NORTH 10 DEGS. 55 MINS. 34 SECS. EAST 1044.13 FEET TO AN IRON PIN, NORTH 38 DEGS. 33 MINS. 55 SECS. EAST 334.83 FEET TO A 5 INCH CEDAR, NORTH 37 DEGS. 57 MINS. 52 SECS. EAST 288.05 FEET TO AN IRON PIN, NORTH 13 DEGS. 23 MINS. 53 SECS. EAST 646.24 FEET TO AN IRON PIN IN THE SOUTH BOUNDARY LINE FENCE OF THE SAMUEL SMITH PROPERTY, SAID PIN BEING THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, THENCE WITH SAID BOUNDARY LINE FENCE AS FOLLOWS: SOUTH 72 DEGS. 35 MINS. 08 SECS. EAST 494.46 FEET TO AN IRON PIN, SOUTH 72 DEGS. 36 MINS. 42 SECS. EAST 410.87 FEET TO AN IRON PIN, SOUTH 72 DEGS. 31 MINS. 10 SECS. EAST 432.25 FEET TO AN IRON PIN, SOUTH 72 DEGS. 36 MINS. 11 SECS. EAST 551.53 FEET TO AN IRON PIN IN THE WEST BOUNDARY LINE FENCE OF THE TRICE PROPERTY, SAID PIN BEING THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, THENCE WITH SAID BOUNDARY LINE FENCE AS FOLLOWS: SOUTH 17 DEGS. 50 MINS. 20 SECS. WEST 888.58 FEET TO A FENCE POST, SOUTH 17 DEGS. 35 MINS. 02 SECS. WEST 211.27 FEET TO AN IRON PIN, SAID PIN BEING THE SOUTHWEST CORNER OF TRICE PROPERTY AND THE NORTHWEST CORNER OF THE STALLINGS PROPERTY, THENCE WITH SAID STALLINGS WEST BOUNDARY LINE FENCE AS FOLLOWS: SOUTH 17 DEGS. 46 MINS. 15 SECS. WEST 357.96 FEET TO A 4 INCH POST, SOUTH 15 DEGS. 08 MINS. 39 SECS. WEST 388.80 FEET TO AN IRON PIN, SOUTH 18 DEGS. 42 MINS. 00 SECS. WEST 558.34 FEET TO AN IRON PIN, SOUTH 18 DEGS. 09 MINS. 58 SECS. WEST 559.65 FEET TO AN IRON PIN, SOUTH 18 DEGS. 43 MINS. 04 SECS. WEST 262.48 FEET TO AN IRON PIN, SAID PIN BEING THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, THENCE NORTH 72 DEGS. 01 MINS. 49 SECS. WEST 693.71 FEET TO AN IRON PIN, SAID PIN BEING IN THE EAST BOUNDARY OF THE JAMES LEA PROPERTY, THENCE WITH LEA PROPERTY AS FOLLOWS: NORTH 17 DEGS. 59 MINS. 04 SECS. EAST 630.79 FEET TO AN IRON PIN, NORTH 72 DEGS. 00 MINS. 27 SECS. WEST 298.50 FEET TO AN IRON PIN, SOUTH 17 DEGS. 48 MINS. 46 SECS. WEST 160.00 FEET TO AN IRON PIN, SAID PIN BEING THE NORTHEAST CORNER OF THE DWIGHT FARRIS PROPERTY, THENCE WITH FARRIS NORTH 72 DEGS. 01 MINS. 44 SECS. WEST 871.75 FEET TO AN IRON PIN IN THE EAST MARGIN OF CARVER LANE, SAID PIN BEING THE NORTHWEST CORNER OF FARRIS PROPERTY AND THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED, THENCE WITH SAID MARGIN OF SAID ROAD AS FOLLOWS: NORTH 17 DEGS. 37 MINS. 11 SECS. EAST 228.94 FEET TO A POINT, NORTH 15 DEGS. 51 MINS. 43 SECS. EAST 97.64 FEET TO A POINT, NORTH 11 DEGS. 12 MINS. 05 SECS. EAST 39.36 FEET TO A POINT, ALONG A CURVE, SAID CURVE HAVING A CENTRAL ANGLE OF 48 DEGS. 13 MINS. 36 SECS., A RADIUS OF 153.00 FEET, A CHORD OF NORTH 12 DEGS. 54 MINS. 43 SECS. WEST 125.01 FEET, A ARC DISTANCE OF 128.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 128.58 ACRES MORE OR LESS BY SURVEY.

BEING THE SAME PROPERTY CONVEYED TO FARMINGTONWOODS, LLC, A TENNESSEE LIMITED LIABILITY COMPANY, BY DEED FROM FIRST PRESBYTERIAN CHURCH (U.S.A.) OF LEBANON, INCORPORATED, ET AL, DATED 7/28/04, AND OF RECORD IN BOOK 1065, PAGE 767, REGISTER'S OFFICE FOR WILSON COUNTY, TENNESSEE.

EXHIBIT "B"

See master Plan drawing attached hereto for common area.

CERTIFICATE OF APPROVAL AND DEDICATION

I, the undersigned City Engineer of the City of Memphis, Tennessee, have caused the plan of streets shown hereon to be surveyed and have caused the same to be marked on the ground with iron pipes, pipes, or other suitable material, and I certify that the same conform to the plan of streets shown hereon, and that the same are not subject to any existing or future right of way or easement, and that the same are not subject to any existing or future right of way or easement, and that the same are not subject to any existing or future right of way or easement.

Dated: *8/1/07* Mayor *James E. Cooper*
City Engineer *[Signature]*

CERTIFICATE OF APPROVAL OF ADOPTION OF THE PLAN OF STREETS

I, the undersigned Mayor of the City of Memphis, Tennessee, do hereby certify that the plan of streets shown hereon has been adopted by the City Council of the City of Memphis, Tennessee, and that the same are not subject to any existing or future right of way or easement, and that the same are not subject to any existing or future right of way or easement.

Dated: *8/1/07* Mayor *[Signature]*

CERTIFICATE OF APPROVAL

I, the undersigned City Engineer of the City of Memphis, Tennessee, do hereby certify that the plan of streets shown hereon has been approved by me, and that the same are not subject to any existing or future right of way or easement, and that the same are not subject to any existing or future right of way or easement.

Dated: *8/1/07* City Engineer *[Signature]*

CERTIFICATE OF APPROVAL OF ADOPTION OF THE PLAN OF STREETS

I, the undersigned Mayor of the City of Memphis, Tennessee, do hereby certify that the plan of streets shown hereon has been adopted by the City Council of the City of Memphis, Tennessee, and that the same are not subject to any existing or future right of way or easement, and that the same are not subject to any existing or future right of way or easement.

Dated: *8/1/07* Mayor *[Signature]*

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I, the undersigned City Engineer of the City of Memphis, Tennessee, do hereby certify that the plan of utility systems shown hereon has been approved by me, and that the same are not subject to any existing or future right of way or easement, and that the same are not subject to any existing or future right of way or easement.

Dated: *8/1/07* City Engineer *[Signature]*

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

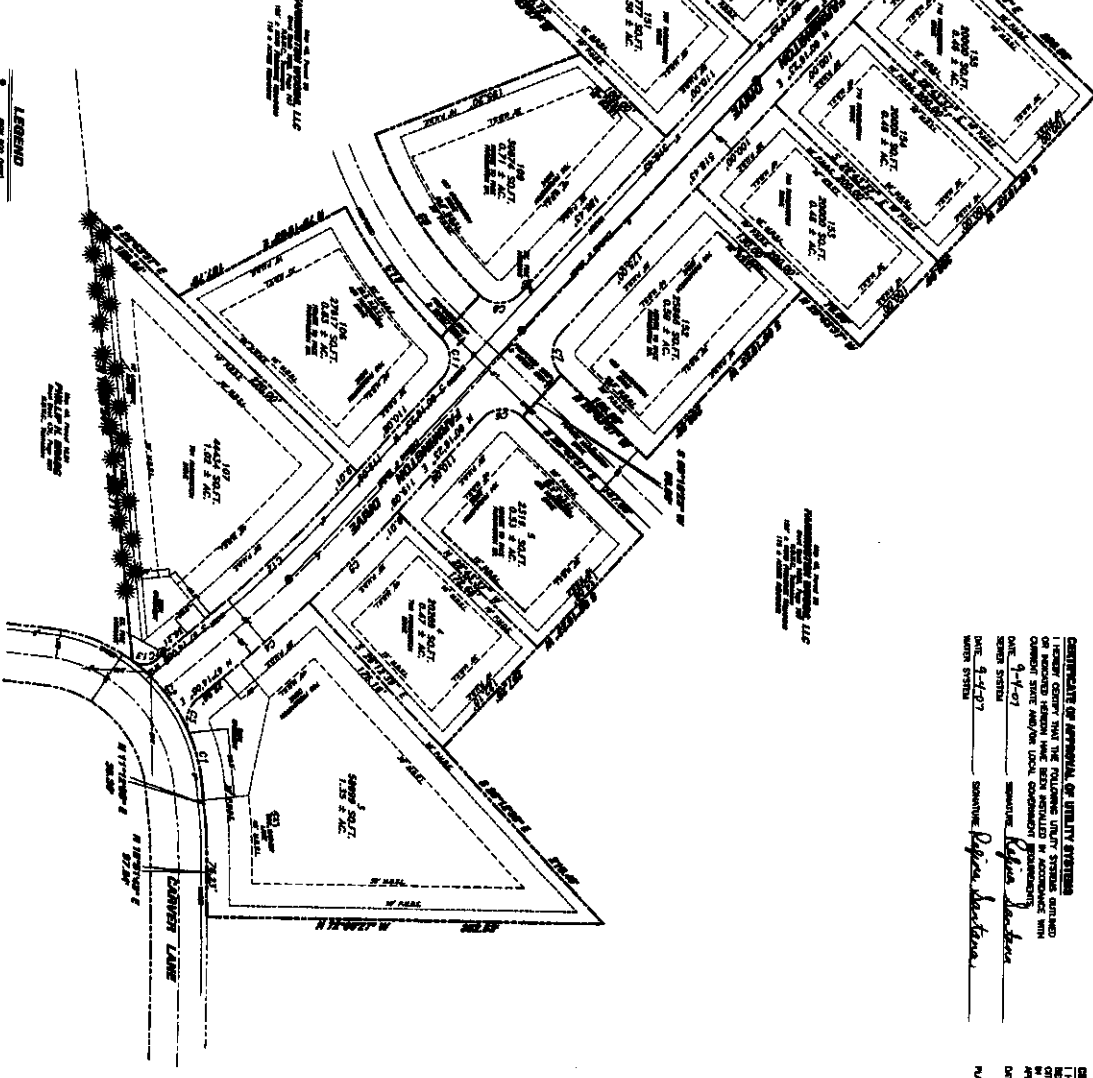
I, the undersigned City Engineer of the City of Memphis, Tennessee, do hereby certify that the plan of utility systems shown hereon has been approved by me, and that the same are not subject to any existing or future right of way or easement, and that the same are not subject to any existing or future right of way or easement.

Dated: *8/1/07* City Engineer *[Signature]*

**PHASE I
FARMINGTON WOODS**
AND CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE

- Legend symbols for: Right-of-Way, Utility, etc.

Table with 12 columns: Lot No., Area, and various survey data.



AREA IN LOTS: 599,548 SQUARE FEET OR 13.68 ± ACRES
AREA IN LOT 1: 125,304 SQUARE FEET OR 2.87 ± ACRES
TOTAL AREA: 624,852 SQUARE FEET OR 14.35 ± ACRES

GENERAL NOTES: 1. All dimensions are in feet and inches... 2. The lot areas are approximate...



CERTIFICATE OF OWNERSHIP AND OBLIGATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) ADOPT THIS PLAN OF SUBDIVISION WITH ANY (OURS) FREE CONSENT, ESTABLISH THE NEAREST BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO THE PUBLIC AND PRIVATE USE AS NOTED, ALONG WITH ALL NECESSARY FILL RAMP, SILENT & OUTLET DITCHES OR CHANNEL CHANGES BEYOND THE RIGHT OF WAY LIMITS OF THE ROAD.

DATE: 2/20/07 OWNER: [Signature]

CERTIFICATE OF ACCURACY

I HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS A TRUE & CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CITY OF LEBANON PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON TO THE SPECIFICATIONS OF THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYORS.

DATE: 2/20/07 SURVEYOR: Paul B. Cudde

CERTIFICATE OF APPROVAL OF UTILITY SYSTEMS

I HEREBY CERTIFY THAT THE FOLLOWING UTILITY SYSTEMS OUTLINED OR INDICATED HEREON HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT STATE AND/OR LOCAL GOVERNMENT REQUIREMENTS.

DATE: 9-4-07 SIGNATURE: [Signature]
SEWER SYSTEM
DATE: 9-4-07 SIGNATURE: [Signature]
WATER SYSTEM

CERTIFICATE OF APPROVAL OF REINSTALLMENT OF UTILITY BOND

I HEREBY CERTIFY (1) THAT THE UTILITIES HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH SPECIFICATIONS OR (2) THAT A SECURITY BOND IN THE AMOUNT OF \$100,000.00 HAS BEEN PLACED WITH THE PUBLIC WORKS DEPARTMENT TO ASSURE COMPLETION OF ALL REQUIRED UTILITY IMPROVEMENTS IN CASE OF DEFAULT.

DATE: 9-4-07 NAME & TITLE: [Signature]
Director P.E.

CERTIFICATE OF APPROVAL OF STREETS

I HEREBY CERTIFY (1) THAT THE STREETS HAVE BEEN REINSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO LEBANON CITY SPECIFICATIONS OR (2) THAT A SECURITY BOND IN THE AMOUNT OF \$100,000.00 HAS BEEN PLACED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE: 9-4-07 NAME & TITLE: [Signature]
Director P.E.

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAN AS SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR THE CITY OF LEBANON, TENNESSEE, EXCEPT FOR VARIANCES, IF ANY, ADOPTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTRAR.

DATE: 9-4-07 NAME: [Signature]
SECRETARY OF PLANNING COMMISSION

PLAN VOID IF NOT RECORDED BY: March 28, 2008

FEDERAL FLOOD NOTE:
IF SERVICE DISCONTINUED THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS ZONE "X" AND MAY BE SUBJECT TO FLOOD DAMAGE AND SHOULD BE THE OWNER AND INSURED BY US AT THE TIME OF THE PROVISIONAL MAP EFFECTIVE DATE: JUNE 15, 1994.

- NOTE:**
- ALL CONVEYANCES MADE BY THIS PLAN SHALL BE SUBJECT TO THE PROVISIONS OF THE TENNESSEE CONSTITUTION.
 - THE SURVEYOR HAS NOT PERSONALLY LOCATED ANY OF THE CORNERS OR POINTS OF BEGINNING AND THEREFORE ASSURES THAT THE DATA HEREON WERE OBTAINED FROM THE RECORDS OF THE PUBLIC WORKS DEPARTMENT AND THAT THE SURVEYOR HAS BEEN ADVISED BY THE PUBLIC WORKS DEPARTMENT THAT THE CORNERS AND POINTS OF BEGINNING ALL BEEN LOCATED IN THE AREA OF THE CITY OF LEBANON, TENNESSEE AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTRAR.
 - ANY AND ALL UTILITIES ARE SHOWN ON THIS PLAN IN ACCORDANCE WITH THE RECORDS OF THE PUBLIC WORKS DEPARTMENT AND THE SURVEYOR HAS BEEN ADVISED BY THE PUBLIC WORKS DEPARTMENT THAT THE UTILITIES SHOWN ON THIS PLAN ARE THE ONLY UTILITIES SHOWN IN THE AREA OF THE CITY OF LEBANON, TENNESSEE AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTRAR.
 - THE PROPERTY IS SUBJECT TO A BURDEN OF THE ALLEN & HELEN ALLEN PROPERTY, DATED JUNE 15, 1994, JOB NO. 89-178-90 BY COUNTY DEEDING.
 - PROPERTY IS CURRENTLY ZONED R-1A.
 - PROPERTY SUBJECT TO ANY AND ALL PROVISIONS OF A CEMETERY AND ACCORDING TO THE RECORDS OF THE PUBLIC WORKS DEPARTMENT AND THE SURVEYOR HAS BEEN ADVISED BY THE PUBLIC WORKS DEPARTMENT THAT THE CEMETERY IS LOCATED IN THE AREA OF THE CITY OF LEBANON, TENNESSEE AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTRAR.
 - NO ROAD CONSTRUCTION SHALL BE UNDERTAKEN WITHOUT THE APPROVAL OF THE CITY OF LEBANON, TENNESSEE.
 - OWNER SHALL BE SUBJECT TO SPECIFICATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
 - NO CIVIL, PAVEMENT OR CONSTRUCTION SHALL BE FROM SHOULDER AND DRIVEWAY BUILT.
 - THE PURPOSE OF THIS PLAN IS TO CREATE 148 LOTS.

LEGEND

- ROAD AND PARK
- ROAD AND FIELD
- BOUNDARY LINE
- FENCE
- BOUNDARY POINT
- BOUNDARY LINE

CORNER TABLE

NO.	DESCRIPTION	BEARING	DISTANCE
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OWNER/DEVELOPER:
FARMINGTON WOODS, LLC
1700 SOUTH GARDNER ROAD
LEBANON, TENNESSEE, 37037

PHASE 2 FARMINGTON WOODS
3RD CIVIL DISTRICT OF WILSON COUNTY, TENNESSEE

SCALE: 1" = 50'
DATE: FEBRUARY 20, 2008
JOB NO. 83-2186-10C

NO. 78-001-00-01
07347887

JOHN B. STEVENS
SURVEYOR

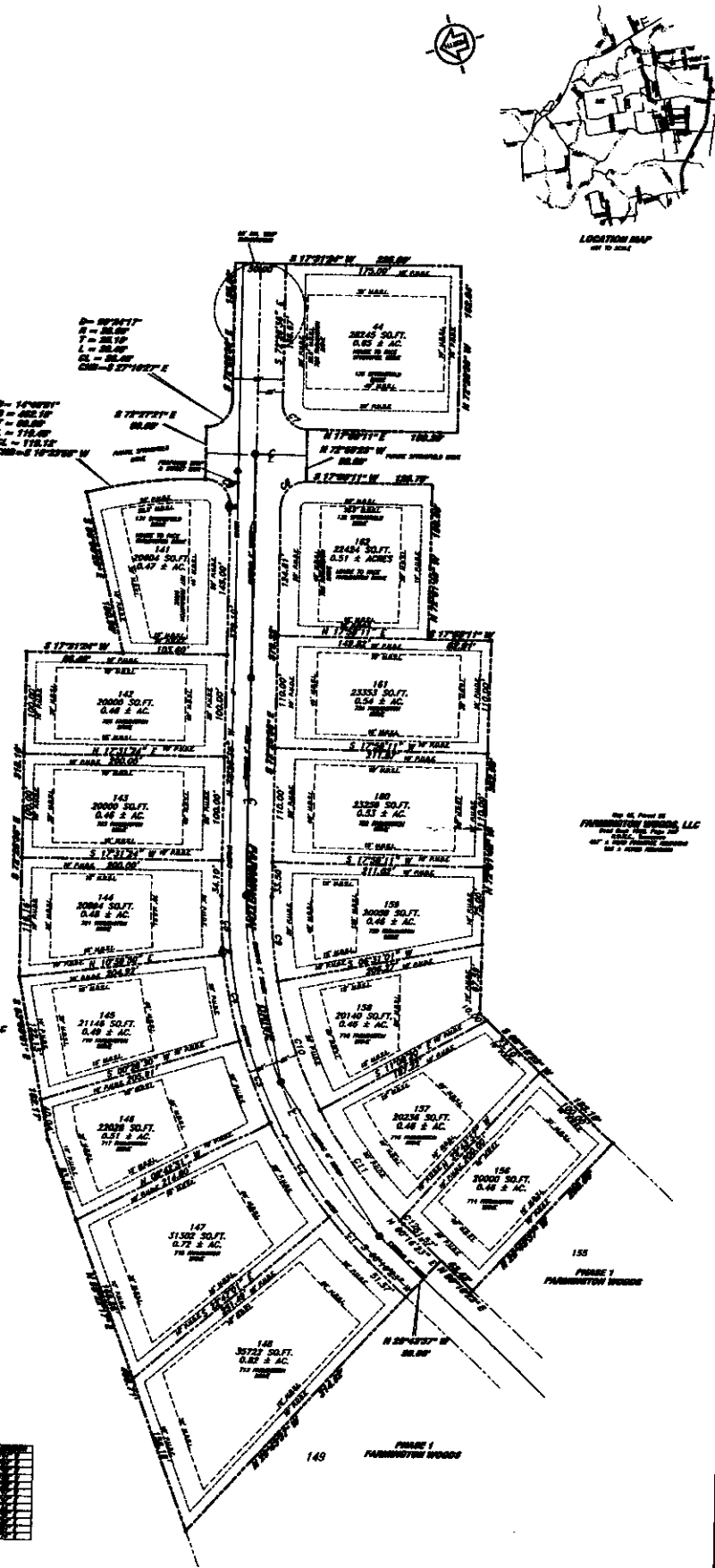


EXHIBIT "C"

BY-LAWS
OF
FARMINGTON WOODS HOMEOWNER'S ASSOCIATION

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Farmington Woods Homeowners' Association, a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. "Charter" Shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 2. "Board of Directors" shall mean the Board Directors of the Association as described in Article IV hereof.

Section 3. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions" recorded simultaneously herewith in the Register's Office for Wilson County, Tennessee, as hereafter amended.

Section 4. "Developer" shall have the meaning given it in the Declaration.

Section 5. "Member shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 6. "Common Area" shall have the meaning given it in the Declaration.

Section 7. "Lot" shall have the meaning given it in the Declaration.

Section 8. "Lot Owner" shall have the meaning given it in the Declaration.

Section 9. "Plat" shall have the meaning given it in the Declaration.

Section 10. "Property" shall have the meaning given it in the Declaration.

ARTICLE II
NAME AND LOCATION

The name of the Association is Farmington Woods Homeowners' Association. The principal office of the Association shall be at _____ . Meetings of members and directors may be held at such places within the State of Tennessee, County of Wilson, as may be designated by the Board of Directors.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at the hour of 7:30 o'clock p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to vote, or of proxies entitled to vote, forty percent (40%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time

to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of three (3).

Section 2. Term of Office. At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. Thereafter, at each annual meeting the Members shall elect directors for a term of three years for the vacancies that are to be filled.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation from any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall

consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting until the close of the next annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least monthly for the first year and thereafter at least quarterly.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

(c) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(d) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe the their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability, hazard, and other insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the Common Area to be maintained.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4, of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried

out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

The books, records, papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a

continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in present in person, or by proxy.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Farmington Woods Homeowners' Association, have hereunto set our hands this ____ day of _____, 2007.

CERTIFICATE

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of Farmington Woods Homeowners' Association, a Tennessee not-for-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this ____ day of _____, 2007.

SECRETARY