

Connie W. Bell, Register  
Montgomery County Tennessee  
Rec #: 181689 Instrument #: 804975  
Rec'd: 185.00 Recorded  
State: 0.00 12/10/2008 at 1:40 PM  
Clerk: 0.00 in Volume  
RDP: 2.00 1256  
Total: 187.00 Pgs 2484-2520

PREPARED BY:  
LARRY A. ROCCONI, JR.  
CUNNINGHAM, MITCHELL & ROCCONI  
308 SOUTH SECOND STREET  
CLARKSVILLE, TENNESSEE 37040

## RESTRICTIVE COVENANTS APPLYING TO FARMINGTON

The undersigned, R & R LAND DEVELOPMENT, LLC, a Tennessee Limited Liability Company being the Owner and Developer in fee simple of the real estate that has been subdivided and named FARMINGTON according to survey and plat, which plat is of record in Plat Book F, Pages 637, of the Register's Office of Montgomery County, Tennessee, and which plat is made a part hereof by reference, does hereby agree and bind itself, its successors and assigns, that the following restrictions, limitations and covenants shall be binding on all purchasers of lots in said subdivision, their heirs, successors and assigns, as follows:

### ARTICLE I DEFINITIONS

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

SECTION 1. "Committee" shall mean Developers empowered with overseeing and controlling new construction, et cetera, during the build out of FARMINGTON and all subsequent sections of FARMINGTON.

SECTION 2. The "Association" shall mean Farmington Homeowners Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns organized by the Developer for the purpose of owning and/or maintaining common areas; and which has as its members every Lot Owner subject to assessment as hereinafter provided. The By-Laws of the Association are attached hereto as Exhibit "A" and are incorporated herein by reference. The By-Laws may be amended from time to time as provided for therein.

SECTION 3. "Builder" shall mean and refer to any person who is in the business of constructing single family residences and who acquires any Lot(s) in the Subdivision for the purpose of constructing a single family residence thereon for sale to a third party customer of the Builder.

SECTION 4. "Common Area or Common Areas" shall mean and refer to any and all real property owned by the Association, and such other property to which the Association may hold legal title, whether in fee or for a term of years, for the non-exclusive use, benefit and enjoyment of the members of the Association, subject to the provisions hereof, and such other property as shall become the responsibility of the Association, through easements or otherwise, including any recreational areas, which may be constructed initially by the Developer. Common Areas with respect to the property made

the Owner of any such unplatted Lots shall be entitled to ten (10) votes for each Lot owned prior to the termination of the Class B Membership.

**SECTION 3.** The Class B memberships shall continue until the earlier of (i) one year after 100% of the total Lots shown on the Master Plan have been sold by the Developer, (ii) twenty (20) years from the latter of the date hereof or the date of the last supplement to this Declaration, or (iii) the Developer's election by notice to the Association to relinquish such additional voting rights (hereinafter referred to as the "Transfer of Control") after which time the Class B membership interest shall terminate and Developer shall have only one vote for each Lot that it owns.

**SECTION 4. First Meeting of Members.** The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, that the first meeting may (if necessary to comply with Federal Regulations) be held no later than the earlier of the following events: (a) four months after all of the Lots have been sold by the Developer, or (b) twenty (20) years following conveyance of the first Lot by the Developer.

**SECTION 5. Acceptance of Development.** By acceptance of a deed to a Lot, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the FARMINGTON Subdivision Development, and all improvements constructed by that date, including, without limitation, the utilities, drains, roads, sewers, landscaping, Common Area amenities, and all other improvements as designated on the plat and as may be supplemented by additional plats upon completion of development of any portion of the Subdivision. Such purchaser agrees that all improvements constructed after the date of purchase consistent with such plans, and at the same quality of then existing improvements, shall be accepted.

#### ARTICLE IV COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** All Lot Owners by acceptance of a deed for any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) any other amounts properly assessed against a Lot Owner by the Association, including fines, late fees or any other amounts. The annual and special assessments and any other amounts properly charged to a Lot Owner by the Association, together with interest, costs and reasonable attorney's fees as hereinafter provided, shall be a charge 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. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who as the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by them.

**SECTION 2. PURPOSE OR 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 and upkeep of the Common Areas, including but not limited to, the entranceway, the park, the pavilion, the playground equipment, the lake, all benches, all bridges and unapproved drainage areas, to pay the fees of any management agent the Association may employ to manage the affairs of the Association, and to pay other reasonable and necessary expenses of the Association including the repayment of any loans or advances from the Developer. 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. The Association specifically is empowered and authorized to obtain hazard insurance and liability insurance for the common areas and improvements.

**SECTION 3. WORKING CAPITAL FUND AND TRANSFER FEE.** Each Owner of a completed residence in the subdivision may pay a transfer fee to the managing agent, if applicable, to be set by the managing agent and approved by the Developer, and a working capital fee to the Association, the amount of which will be set by the Developer at the closing of the sale of the completed residence to such owner. The amounts paid to the working capital fund by each Owner upon the closing of the sale of the completed residence to such Owner shall not be considered, as advance payment of regular assessments. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

- (a) To fund costs of maintenance of the Common Areas and administration of the Association that cannot be defrayed by assessments;
- (b) To reimburse the Developer for all amounts loaned by Developer to the Association to fund any operating deficits; and
- (c) To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors.

**SECTION 4. UNIFORM RATE OF ASSESSMENT.** Both annual and special assessments must be fixed at a uniform rate on all Lots and may be collected on a monthly, quarterly, semi-annually, or annual basis, at the discretion of the Association, subject to Section 5, herein.

**SECTION 5. 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 closing of the transfer of the Lot from the Builder to the Homeowner. As to Lots owned by the Developer, the annual assessments shall commence as to each Lot upon conveyance of such Lot by Developer except for a transfer in which Developer is transferring its rights as Developer. 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 assessment shall be paid quarterly on the first day of each quarter, the same being January 1, April 1, July 1, and October 1) by every Lot Owner or in such installments as shall be determined by the Board of Directors of the Association. 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. *Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any Lots owned by a Builder until the earlier of (i) two years following the closing date for the purchase of said Lot by Builder from Developer or (ii) the date of receipt of a certificate of occupancy for a single family residence on the Lot.*

**SECTION 6. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.** Any assessment not paid by the tenth (10th) day of the month in which it is due 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 all collection costs, including reasonable attorney's fees, and the costs 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 7. 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 lieu 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 form the lien thereof.

ARTICLE V  
ARCHITECTURAL, MAINTENANCE, AND USE RESTRICTIONS

**SECTION 1. LOT USE.** No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one family. Group homes are expressly prohibited. No lot may be used for any purpose except for the construction and maintenance of a residential building of traditional design. No such residential structure on any such lot shall be designed, constructed or used for more than one (1) family. Group homes are expressly prohibited. No lot shall be used for any commercial or business activity. Regardless of Zoning Classification, "Use Permitted Upon Review" or variance approved by the applicable governmental authority, no

business activities shall be conducted on a lot, and the following business activities are specifically prohibited: non-commercial plant nurseries, gardens, crops, small family daycare homes or in-home day care or group homes. No improvement shall be used for any other purpose other than single family residential living, and any and all other home-based businesses or commercial endeavors are expressly prohibited.

**SECTION 2. RESUBDIVISION.** No lot shall be resubdivided, but shall remain as shown on the recorded plat and not more than one residence building may be constructed or maintained on any one lot. A slight variance in the property lines may be made by adjacent owners, but not for the purpose of subdividing into more lots. The foregoing notwithstanding, two or more lots may be combined (with joint approval of the Clarksville-Montgomery County Regional Planning Commission and the Architectural Review Committee) to accommodate a single dwelling house or a slight variation of the property line separating adjacent lots.

**SECTION 3. NUISANCE/ANIMALS.**

- No noxious or offensive operations shall be conducted or maintained on any lot and nothing shall be done on any lot which may constitute an annoyance or nuisance to the neighborhood.
- No poultry of any kind or description shall be allowed or maintained on any lot at any time for any purpose.
- No animals or livestock of any kind shall be allowed or maintained on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept for commercial purposes.
- No more than four (4) dogs or cats, or combination of dogs and cats totaling four (4), may be maintained or allowed or permitted to be habitually found upon any numbered Lot.
- Loud barking dogs are a nuisance and infringe on the rights of other owners. Civil laws prevail if an owner's rights are violated through loud barking dogs.
- Leaving animal waste upon the common areas or lots of other Owners is strictly prohibited and shall be subject to penalties as set by the Board of Directors of the Homeowners Association.

**SECTION 4. TRAILERS.** No trailer, prefabricated house, tent, garage, barn or other outbuilding shall be erected or used as either a temporary or permanent residence.

**SECTION 5.**

- A. **OUTBUILDINGS.** No outbuilding shall be located nearer to the front line, or, on the case of a corner Lot, the Lot line adjacent to the street, than the residence. Conformity to building standards as stated herein applies.

- B. **SETBACK LINES.** No building shall be constructed or maintained on any lot closer to the street than the setback line as shown on the recorded plat; **PROVIDED, HOWEVER,** unclosed porches either covered or uncovered, bay windows, steps or terraces shall be permitted to extend across the setback lines a maximum of five (5) feet; **PROVIDED FURTHER, HOWEVER,** that the main structure does not violate the setback line.

**SECTION 6. GOVERNMENTAL AGENCIES.** All owners of lots in the development shall consult with officials of the appropriate government agencies before installation of any driveway, culvert or other structure within the dedicated roadway and such placement or construction shall be done in accordance with the rules and regulations of all applicable governmental agencies.

**SECTION 7. DRIVEWAYS.** All driveways shall be smooth finished concrete and completed not later than the initial occupancy of the dwelling house. All driveways shall be graveled when footings for initial construction are installed.

**SECTION 8. FENCES.** Fences will be permitted on Lots from the rear line of the residence to the back property line and across the rear property line. All fences must be constructed of decorative wrought iron or aluminum, and be black in color. Fencing shall have a minimum height of four (4) feet and shall have a maximum height of six (6) feet. Fencing must be maintained by the owner. All fencing must comply with the zoning regulations of all applicable governmental agencies, including the County of Montgomery, and the State of Tennessee.

Said fence may not extend closer to any street than the rear corners of the house and may extend to the lot lines and may tie into adjacent fences, so long they do not violate the restrictions set forth herein.

As to corner lots or radius curves: No fence may be closer than 30 feet from any street (measured from the back of the street curb) and no fence may extend in front of front corner of adjacent homes.

On all fences, the exact description and material of the fence, showing the exact location of the lot, house and fence must be submitted to the Developer for approval.

Privacy fences may be five and one half (5 ½') feet in height, and shall extend no closer to any street than the rear corners of the house and no closer than ten (10) feet from each side lot line and ten (10) feet from the rear lot line. Furthermore, said privacy fences may, with approval of the Architectural Review Committee, be constructed of white vinyl or wood. The exterior sides of all privacy fences shall be finished.

**SECTION 9. ACCESSORY VEHICLES.** Recreational vehicles, such as all-terrain vehicles, dirt bikes, trailers golf carts, and/or yard mowing equipment, must be kept in garages or screened from view of all neighbors and from the front view of the house when not in operation. The storage of said vehicles shall be subject to the approval of the

Developer. No inoperable or junk vehicles shall be parked on any lot, nor on the street. All licensable vehicles shall have current license plates and registration. No tractor-trailer bed or cab, enclosed trailer, motor home, commercial truck or vehicle over 20 feet in length, school bus, or recreational vehicle shall be parked on any Lot or public street in this subdivision. Campers, boats, trailers, enclosed trailers, motorcycle storage-type trailers, or any other similar vehicle shall be garaged or screened from neighbors' view behind the residence. Parking of vehicles on public streets by Owners is prohibited except for loading and unloading purposes.

**SECTION 10. SIDE SETBACK LINE.** No dwelling shall be constructed on any lot closer than that allowed by the applicable Clarksville-Montgomery County zoning ordinance.

**SECTION 11. MINIMUM SQUARE FOOTAGE.**

A. No dwelling shall be erected, placed, altered or permitted to remain on any Lot unless the dwelling has finished living area space of at least the following:

- (a) 1,600 square feet in the case of a one story dwelling. However, a one story residence may have 1,400 square feet on the main level with at least 300 square feet of additional space allocated to a finished bonus room. A dwelling having a steep pitch roof with a bonus room shall not constitute a one and one-half (1 ½) story dwelling under this Section.
- (b) 2,100 square feet in the case of a two story of 1 ½ story dwelling with the main floor having at least 900 square feet.
- (c) 1,600 square feet in the case of a single level dwelling in which the garage requirement is met in the basement level. If a basement plan meets the garage requirement using an attached garage on the main level, the dwelling may have a minimum of 1,500 square feet on the main level.
- (d) 1,900 square feet in the case of a two story of a 1 ½ story basement dwelling. Garage requirement may be met using either an attached garage or a basement garage. Subject dwelling shall have no less than 1,000 square feet on the main level. Upon review, the Architectural Review Committee can require an extended porch or other element to add length or mass to the lower level.

Basement areas, whether finished or unfinished, shall not be included in calculating square feet of finished living area. No rooms below ground level shall count toward the square feet of living area. Finished Bonus Rooms shall be included in calculating the square feet of finished living area. Unfinished Bonus Rooms shall not be included in calculating the square feet of finished living area.

**SECTION 12. GARAGES.** Each residence must have at least a two-car attached garage or a two-car garage in the basement.

In addition to the attached or basement garage, there may be a detached garage provided that it is of the same design, color and materials as the main residence in the sole discretion of the Architectural Review Committee. Any detached garage is specifically subject to the Architectural Review Committee control provisions. There shall be no detached garage on any lot that does not have a main residence which meets the requirements of these restrictions.

A garage may not be remodeled or converted for use as living area and may not be used for business purposes.

**SECTION 13. EXTERIOR MATERIALS.** Without prior written consent of Developer, improvements on Lots One through Thirty-Seven (1-37) and Eighty-Seven through Ninety-Seven (87-97) shall be brick construction on all sides. Without prior written consent of Developer, improvements on Lots Sixty-Two through Eighty-Six (62-86) shall be brick construction on three (3) sides and optional on the fourth (4<sup>th</sup>) side. Without prior written consent of Developer, improvements on Lots Thirty-Eight through Sixty-One (38-61) shall be brick construction on the front, with optional vinyl or brick on the remaining sides. Without prior written consent of Developer, improvements on Lots Ninety-Eight through One Hundred-Twelve (98-112) shall be brick construction the front, with optional vinyl or brick on the remaining sides. All dwelling foundations above the finished outside grade shall be faced with brick. The exterior of any residence shall be brick, concrete siding, stone, manufactured stone, vinyl siding, or any other materials as approved by the developer in writing. Overhangs and eaves must be constructed of vinyl.

**SECTION 14. ACCESSORY BUILDINGS.** Any detached garage or other accessory building shall not exceed two (2) stories in height and shall be subject to the pre-approval of the Developer. Said building shall be to the rear of the lot, in accordance with local building and zoning regulations, and in no case closer than the house is to any street. Said garage or accessory building shall be erected as one building and no garage shall contain room for more than three cars. Any accessory building must be of a permanent type and shall be "stick built" on site in a design and material as would be compatible with the main residence (if residence is brick, accessory building shall match architectural style of house). Prefabricated or pre-built garage storage or other accessory buildings are not permitted.

**SECTION 15. EXTERIOR MAINTENANCE.** Each owner shall be responsible for the safe, clean, and attractive maintenance of all lands, buildings, improvements and landscaped areas on any lot. All lots must be kept clear and clean of all litter. In the event that lawn of any lot is not kept mowed, the Homeowners Association may enter said lot to mow the lawn and thereafter assess the owner for costs incurred to mow the lawn. Lawns must be installed within one (1) year of filing of a notice of completion or recordation of deed from builder to homeowner, whichever occurs first.



**SECTION 16. SATELLITE DISHES.** Satellite dishes shall be permitted provided that they are installed no closer to the street than the rear of the dwelling and are no larger than 1 meter in diameter.

**SECTION 17. MAXIMUM BUILDING TIME.** Every dwelling house shall be constructed and completed, start to finish, within 360 days of visible commencement of construction. Exceptions must be approved by the Architectural Review Developer.

**SECTION 18. ENFORCEABILITY/ATTORNEY FEES.** These protective covenants shall be enforced by the Developer herein created; and/or the FARMINGTON Homeowners Association; and/or any individual lot owner in said subdivision by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain the violation or to recover damages. In the event litigation is implemented for the enforcement of these covenants, the prevailing party shall be entitled to an award of attorney fees as additional damages.

**SECTION 19. CLOTHES LINES.** No outside clotheslines shall be permitted.

**SECTION 20. MAILBOXES.** All mailboxes shall be of uniform size, color and design as determined by Developer. Non-conforming mailboxes shall not be permitted. Developer shall designate the style, make and model of mailboxes. The cost of each mailbox shall be paid by each Owner, payable on delivery to the Lot Owner or his representative.

**SECTION 21. SIGNAGE.** No sign of any kind shall be displayed in public view on any lot except those used by the builder or seller during construction or sales periods. Said signage shall contain only names, contact information and employer information.

**SECTION 22. RESTRICTIVE COVENANTS.** *Closing attorney, original and/or successor lot owners shall be responsible for furnishing new owners a copy of the hereof restrictive covenants.*

**SECTION 23. BASKETBALL GOALS AND OTHER SPORTS EQUIPMENT.** Permanent placement of basketball goals, hockey goals, soccer goals, skateboard ramps and/or scooter ramps on streets, park areas and sidewalks are prohibited

**SECTION 24. SWIMMING POOLS.** All pools shall be in-ground. No above-ground, on-ground, or any other pool which is not in-ground shall be permitted.

**SECTION 25. STORAGE TANKS AND REFUSE DISPOSAL.** No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. 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 concealed from the view of neighboring lots, roads, streets and open areas, except for pick-up days.

**SECTION 26. OUTSIDE LIGHTING.** Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association. Tasteful accent lighting are encouraged and security lighting which does not create a nuisance for other Lot Owners are permitted. The Association reserves the right to require any Lot Owner to deactivate or remove any light or decoration which the Association deems to be unattractive or a nuisance to other Lot Owners. Tasteful holiday decorations and decorative lighting are permitted from Thanksgiving until January 7, from October 20 to November 5, and for one (1) week before Easter to one (1) week after Easter, subject to any rules established by the Association regarding the types and extent of such lighting and decorations

**SECTION 27. HVAC.** Heating and central air conditioning systems must be used, erected, placed and maintained to the rear or the side of the main residential structure.

**SECTION 28. RECREATIONAL EQUIPMENT.** All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Lots. Wood construction for such equipment is encouraged. No tree houses, play houses or other such structures shall be allowed except as may be specifically allowed by Rules of the Association.

**SECTION 29. FLAG POLES.** All flag poles must be no taller than twenty (20') feet and must be made of aluminum. No flags other than the flag of the United States of America are allowed. With respect to display of the flag of the United States of America, flags shall be properly oriented and the United States flag code shall be strictly adhered to at all times. Flags shall be no larger than three (3) feet by five (5) feet.

**SECTION 30. MAINTENANCE.** All Lots, together with the exterior or all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners or Occupants. Such maintenance shall include, but not be limited to, painting, repairing, replacing and caring for roofs, gutters, down spouts, building surfaces, patios, walkways, driveways and other exterior improvements. The Owner or Occupant of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. In addition, each Lot Owner shall be responsible for maintaining the right of way and any Common Area between such Lot Owner's Lot and the street. Each Lot Owner agrees to abide by rules which may be established by the Association regarding specifics on maintenance of Lots and residences on the Lots as well as any requirements regarding plantings on Lots. No Lot shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvement thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the Owner or Occupant of any Lot in observing the above requirements or any of them, each default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Lot, repair, maintain and restore the same, cut or prune or cause to be cut or pruned, such weeds, grass, trees

and shrubbery and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Lot in a neat, attractive healthful and sanitary condition. In so doing, the Association or its agents shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, cutting, pruning or removal shall be charged against the Owner of such Lot as the personal obligation of such Owner and as a lien upon the Lot, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Lot shall be jointly and severally liable with the Owner of the payment of such costs.

The Association shall contract with one (1) or more service to provide grass cutting, lawn maintenance, proper care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Areas, provision for which shall be made in the quarterly or annual assessments.

**SECTION 31. DAMAGE, DESTRUCTION OR MAINTENANCE.** In the event of damage or destruction to any structure located on the Property, the respective Owner thereof agrees as follows:

(a) In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave the same in a neat and orderly condition. Within sixty (60) days of any insurance settlement, the Owner must commence to rebuild and reconstruct the structure. Any such rebuilding and reconstruction shall be accomplished in conformity with the plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Developer or the Association or Architectural Review Committee, as the case may be, in accordance with this Article V hereof.

(b) In the case of partial damage or destruction, the Owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure in conformity with its original exterior painting and decor. Any change or alteration must be approved by the Developer or the Association, as the case may be, in accordance with Article V hereof. In no event shall any damaged structure be left unrepaired and/or unrestored for in excess of sixty (60) days from the date of the insurance adjustment.

(c) If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, both Owners shall have an easement on the Property of the other for the purpose of this construction. Each party shall contribute to the cost of restoration thereof equally, unless such damages was caused by the fault of any Owner, in which event the Owners shall allocate the cost of restoration in proportion to the relative fault of the parties.

**SECTION 32. HOBBIES AND ACTIVITIES.** The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks or pyrotechnic

devises of any type or size, the use of bows and arrows and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

**SECTION 33. USE OF COMMON AREAS AND AMENITIES.** The Association may publish regulations from time to time governing the use of all of the Common Areas including all amenities located thereon. Such regulations may be enforced in the same manner as the provisions of this Declaration. No Lot Owner shall be allowed to make improvements on any portion of the Common Areas.

**SECTION 34. DRAINAGE.** No Lot Owner shall place fill on any lot or place fences, trees or landscaping in such a location or position that will interfere with the existing drainage on or from other Lots or the Common Areas or designated septic fields.

**SECTION 35. CURB CUTS AND DAMAGE.** Any builder or Owner who makes a curb cut or damages any Common Areas shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of the Developer or the Association. Builder or Owner shall reimburse Developer for the cost of any such repairs if Developer repairs damages.

**SECTION 36. SIDEWALKS.** Builder shall be responsible for the installation of sidewalks, which shall adhere to all ordinances of the appropriate governmental authorities.

**SECTION 37. RULES AND REGULATIONS.** The Association shall have the right to pass rules and regulations governing additional aspects of and imposing additional restrictions on the use and maintenance of the Lots and use of and maintenance of Common Areas. Said rules and regulations may include (without limitation) the right to make additional special assessments against specific lot owners as a result of a Lot Owner's (or any agent or invitee of a Lot Owner) violation of any of the terms of this Declaration or of any rules or regulations promulgated hereunder. Any and all assessments made pursuant to the rules and regulations shall be deemed assessments properly made pursuant to the terms of this Declaration and may be collected by the Association in accordance with the provisions as contained herein. In addition, the Rules and Regulations may include (without limitation) restrictions and rules regarding any and all aspects of the use of the Lots and residences thereon as well as the common areas regarding any matter which the Association believes should be regulated in order to preserve the desirability and attractiveness and/or provide for maintenance of the Development if the Association reasonably determines that such rules and regulations shall benefit the same. Specifically, and with limiting any additional matters which may be addressed in the Rules and Regulations, the Rules and Regulations may regulate lawn art, lighting, that are visible from the street. In addition, the board of Directors of the Association shall have the power to set, assess, and collect fines from Lot Owners for violations of this Declaration or any Rules of the Association.

**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 and any amenities located thereon. The Association shall keep in force and maintain insurance for the acts, errors and omissions of the Board of Directors and Officers of the Association. 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 damages 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.** Blanket fidelity bonds shall 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.

(a) 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 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.

(b) 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 persons serving without compensation from the definition of "employees" or similar terms or expressions; and

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

(c) 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 shall 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 By-Laws 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 act or omission constitutes gross negligence or willful misconduct. If an unpaid Director or officer of any of the Association 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 EASEMENTS

**SECTION 1. UTILITY EASEMENT.** A perpetual easement is reserved on each lot in an amount set forth by City of Clarksville and Montgomery County Building Codes for the construction and maintenance of utilities, such as drainage, electricity, gas or water main, sewage, etc., and no structure of any kind shall be erected or maintained upon or over said easement. This perpetual easement is in addition to any and all easements as shown on the recorded plat.

**SECTION 2. LANDSCAPE EASEMENT.** A perpetual easement, as shown on the referenced plat, shall be reserved for the purpose of the construction and maintenance of common area entrance walls, signage, fences, landscaping, lighting, center roadway median and irrigation. Such improvements shall be maintained by the Developer until such time that the Developer assigns responsibility for this maintenance to the FARMINGTON Homeowners Association. The costs of such maintenance shall be borne by the lot owners of this section and any existing or future sections of FARMINGTON.

**SECTION 3. DEVELOPER EASEMENT.** Developer hereby reserves unto itself its successors and assigns, the following easements and rights—of-way in, on, over, under and through all lots, and each unit or building located thereon, for so long as Developer owns any lot, unit or building primarily for the purpose of sale:

- a) For the installation, construction and maintenance of conduits, lines and necessary or proper attachments in connection with the transmission of electricity, gas, water, telephone, community antenna, television cables and other utilities;
- b) For the construction of buildings and related improvements;

c) For the installation, construction and maintenance of storm water drains, public and private sewers and any other public or quasi—public utility facility;

d) For the maintenance of such other facilities and equipment as in the sole discretion of Developer may be reasonably required, convenient or incidental to the completion, improvement and sale of lots.

**ARTICLE VIII  
GENERAL PROVISIONS**

**SECTION 1. ENFORCEMENT.** The Association, or any Lot Owner, 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, or by any Lot Owner, 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. VOIDABILITY.** If any of the provisions of this instrument are at anytime declared void or inoperative by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall not be otherwise affected thereby;

**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 a majority 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, as the case may be, agreeing to terminate said covenants or to modify said covenants in whole or in part for the next 10-year period. Except as provided below, the provisions of this Declaration may be amended by Developer, without joinder of the Owner of any Lot, for a period of fifteen (15) years from the date of recordation of this instrument. Thereafter, this Declaration may be amended by the affirmative vote of at least three-fourths (3/4ths) of the votes of the Owners. No such amendment shall become effective until the instrument evidencing such change has been filed of record signed by the required number of Lot Owners. In addition, notwithstanding anything to the contrary contained herein, Developer reserves the right to file any amendments that may be necessary to correct clerical or typographical errors in this Declaration. For so long as the Developer maintains ownership of any Lots, any amendments which would provide the annexation of additional properties, the merger of the Subdivision with any other similar project or the consolidation of the Subdivision with such similar project, the mortgaging of Common Areas, the dedication of Common Areas, or the dissolution or amendment of the provisions of this Declaration, shall require the prior written approval of the Veterans Administration or the Federal Housing Administration, if such approval is required by said agencies as a condition to making loans on homes constructed in the Subdivision. However, such approval shall not be required in order to subject the Property described herein to this Declaration.

**SECTION 4. APPOINTMENT OF SUCCESSOR DEVELOPER; RESIGNATION OF DEVELOPER.** Developer reserves the right to assign its rights as Developer to any other person as to all or any portion of the Property by written instrument specifically setting out such assignment and any such assignee shall become the Developer hereunder upon such assignment with respect to the portion of the Property so assigned. Developer shall have the right at any time upon sixty (60) days written notice to the Association to resign as Developer of the Subdivision and shall thereafter be freed from any and all obligations imposed upon Developer upon the effective date of such resignation. Any representatives of Developer on the Association's Board may also resign at any time upon written notice to the Association.

**SECTION 5. HEADINGS AND BINDING EFFECT.** Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all person(s) claiming by, through or under Developer.

**SECTION 6. UNINTENTIONAL VIOLATION OF RESTRICTIONS.** In the event of unintentional violation of any of the foregoing restrictions with respect to any Lot, the Developer or its successors reserves the right, but shall have no obligation, (by and with the mutual written consent of the Owner or Owners of such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

**SECTION 7. BOOKS AND RECORDS.** The books and records of the Association shall, during reasonable business hours, be subject to inspection by any member upon five (5) days written prior notice. The charter, By-Laws of the Association and this Declaration shall be available for inspection by any member at the principal office of the Association where copies may be purchased at a reasonable cost.

**SECTION 8. CONFLICTS.** In the event of any conflict between the provisions of this Declaration and the By-Laws of the Association the provisions of this Declaration shall control.

**SECTION 9. STATE OF TENNESSEE.** These restrictions shall be interpreted according to the laws of the State of Tennessee.

**SECTION 10. COURTS OF JURISDICTION.** Application for judicial enforcement of the hereof restrictions shall be only in either the General Sessions or Chancery Court for Montgomery County, Tennessee.

**SECTION 11. SUCCESSORS BOUND.** Each and every one of the preceding covenants and restrictions shall be binding and obligatory upon the present and all succeeding owners of lots or any part thereof, until December 31, 2037, at which time these protective covenants and restrictions shall be automatically renewed for successive periods of ten (10) years; however, said protective covenants and restrictions may be



changed in whole or in part by a three-fourths (3/4) majority vote of the owners (expressly including Developer) of the lots in said subdivision, each owner having one vote per lot owned. However, these changes may be voted on only at the express approval of R & R LAND DEVELOPMENT, LLC, a Tennessee Limited Liability Company or if the entire FARMINGTON, subdivision LOTS in *all* sections have been sold. All future sections and/or phases of FARMINGTON shall be bound by these same restrictions and Homeowners Association By-Laws. These protective covenants and restrictions may be changed in whole or in part, at any time, without the consent of other owners, by the Developer, so long as the Developer owns at least one (1) lot in FARMINGTON, or any subsequent phase.

IN WITNESS WHEREOF, the Developer has executed this instrument on this the 10<sup>th</sup> day of December, 2008.

R & R LAND DEVELOPMENT, LLC,  
A Tennessee Limited Liability Company

By: Eliud M. de

By: Billy M.

By: R. S. M.

By: P. H.

By: J. W.