

DECLARATION OF COVENANTS AND RESTRICTIONS FOR FARRINGTON ESTATES

This Declaration of Covenants and Restrictions applies to the lots of Farrington Estates as shown on a plat of same recorded in Plat Book 10, page 181, Register's Office, Cumberland County, Tennessee. Being the same property conveyed to Donald M. Farris, Sr. and wife, Mary Nell Farris, by deed of record in Deed Book 488, page 768, Register's Office, Cumberland County, Tennessee.

WHEREAS, for the benefit and protection of the future and present owners of lots in said subdivision and for the establishment and maintenance of sound values for the lots in said subdivision, it is desired that certain covenants and restrictions be imposed on the lots in the subdivision and be made a matter of public record and all lots hereinafter held, owned and conveyed in said subdivision shall be owned and conveyed subject to these recorded covenants and restrictions.

1. The lots in this subdivision shall be used exclusively for single family residential purposes.

2. No lot shall be subdivided to form a smaller lot; however this is not to be construed so as to prevent re-subdividing of lots to establish a larger lot.

3. No building shall be constructed, owned or permitted to remain on any lot other than one (1) detached single family dwelling, not to exceed two and one-half stories in height, with or without a basement, and other than two additional buildings including a detached garage for the owner's vehicles. One barn will be allowed provided the exterior design complements the primary dwelling and meets the requirements set out herein.

4. The dwelling structure shall contain a minimum of 2,000 square feet of heated floor space, exclusive of porches, basement, breezeways, and attached garage(s).

5. The driveway to each residential dwelling shall be of some typical hard surface. The garage entrance shall be to the side or to the rear of the dwelling structure as relates to the road on which the dwelling structure faces. Garages shall not open facing any roadway in the subdivision. Garages must be maintained to not be unsightly at any time.

6. The type of exterior architectural design, material and appearance of all structures constructed on any lot shall be uniform. All homes must be constructed of new materials and be of quality workmanship. No concrete blocks are to be exposed to view. Any exposed block foundations shall be faced with brick, stone or stucco. Any building erected shall have a solid foundation and no siding imitating stone, brick or other such exterior building materials shall be used thereon. All roofs on all dwelling structures shall have pitch and not be completely flat. All roofs

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THIS INSTRUMENT PREPARED

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BY Sabine + Douglas Atlys.

ADDRESS Crossville, TN 38555

shall have at least four (4) planes. All buildings shall be maintained so as to not become unsightly at all times. Pre-manufactured homes, mobile homes and trailers are not permitted.

7. Any barn must be constructed of a type of exterior architectural design, material and appearance to complement the living dwelling and of quality workmanship. The barn shall not have a metal finish. The roof on an outside building must have at least four (4) planes and shall have pitch not allowing completely flat roofs. If a barn is constructed it must be located behind the living dwelling.

8. Following the commencement of construction of the dwelling structures on the lot, the exterior of said structure shall be completely finished within six (6) months from the date of such commencement of construction. The interior of the structure being constructed on any lot shall be completely finished within twelve (12) months from the date of commencement of construction. Landscaping around the dwelling structure shall be completed within eighteen (18) months following commencement of construction.

9. Lots shall be kept mowed and maintained so that they are not unsightly nor offensive to normal sensibilities of other residents or owners surrounding the property.

10. Construction of any outside building shall be completed within one (1) year from the date construction begins.

11. The sewage system connected to the dwelling structure shall be designed, located and constructed in accordance with the State Department of Environment & Conservation or any successor supervisory agency.

12. Any dwelling or other outbuilding which may be erected on any of the property or any subdivided parcel shall be located at least 30 feet from the front property line and at least 10 feet from the side and rear lot lines. The Developer expressly reserves the right to amend the setback lines with the approval of the Crossville Regional Planning Commission. Amendment of the setback lines after a lot or lots has/have been sold shall require the consent of not less than two-thirds of the property owners within Farrington Estates.

13. Livestock will be limited to three (3) horses, or cows or a combination thereof with a limit of only three (3). No other type of livestock, poultry, fowl, swine of any kind shall be raised or kept on any lot, except that dogs, cats or household fowl, for pets, may be kept, provided they are not kept, bred or maintained for any commercial purposes and provide further that they are kept up in such a way as not to violate any law or local ordinance. Even household pets shall be limited to no more than any combination of three (3). Pets are not to roam free at any time and must be kept in accordance with State and County leash laws.

14. No commercial activity of any kind can be carried on upon any of the lots.

15. No lots shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in clean and sanitary containers and disposition of same shall be prompt. All sanitary containers shall be concealed from public views and from the roads in the development. There shall not be any junk vehicles of any sort upon any lot.

16. No obnoxious or offensive activity of any kind shall be carried on upon any lot.

17. Fencing of the front yards of any lot is prohibited. Backyards can be fenced provided that such fencing does not exceed the height of six (6) feet. All such fences shall be constructed in a uniform and workmanlike manner. There shall be no electrical fences even for barn areas. Any fences and outbuildings shall be maintained so as not to become unsightly or tend to offend the normal sensibilities of other residents or owners surrounding the property. Any barn fences facing a road shall have a decorative facing of wood but not split rail.

18. Swimming pools must be located in the backyard and shall be constructed below ground level. In the event the backyard is not fenced, the swimming pool must be fenced.

19. No temporary building of any type or nature shall be maintained on any lot and no trailer, mobile home, motor home, or any other type of moveable homes, basement, tent, or garage shall be used at any time as a residence on any lot.

20. Tractors, trailers, trucks, automobiles, boats, lawn mowers, bicycles, motorcycles, motor homes and other like powered vehicles as well as horse trailers will be stored or parked in the garage or barn out of sight as viewed from the streets. No commercial vehicles or trailers shall be permitted on any lot except for deliveries.

21. Heat pumps, propane tanks, solar devices, hot tubs pumps, swimming pool pumps and filtration systems, satellite dishes and similarly exposed mechanical equipment shall be aesthetically concealed from view on all sides and shall be shielded in such a manner as to minimize noise and safety concerns and shall be located to the side or rear of home.

22. No lot shall be used for purposes of ingress or egress to adjoining and contiguous properties.

23. All persons purchasing property are informed that the Crossville Memorial Airport is located in a direct flight pattern of their property and property owners are agreeing that they know of the airport's existence and will not complain about the existence of the airport or the air traffic as long as the traffic

is not in violation of the FFA safety rulings.

24. At the time of the recording of this Declaration, Developer is also the owner of Phase II, undeveloped property adjoining Farrington Estates on the Northeast side thereof. So long as the Developer owns any portion of said properties, or until Developer executes and records a Supplemental Declaration divesting itself of the right to do so, Developer, its successors or assigns, may amend, supplement or modify any part or all of this Declaration so long as it has no material adverse effect upon any owner of property in Farrington Estates.

25. These covenants and restrictions shall be considered as covenants running with the land and shall bind the purchaser of any lot in the subdivision, and their respective heirs, assigns and successors. If anyone shall violate or attempt to violate the covenants and restrictions herein contained, it shall be lawful for any person or persons owning any lot in the subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant of restriction, and either to prevent such person or persons from committing an act of violation or to recover damages for such violation. This provision shall not, however, be held or construed as creating any obligation on the part of the owners of the subdivision, their heirs, assigns or successors, to institute any such action or proceeding.

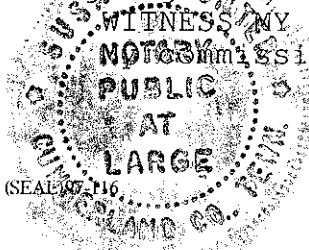
26. The invalidation of any of these covenants or restrictions by the judgment of a Court of competent jurisdiction shall in no way affect the validity of any of the remaining covenants and restrictions, which remaining covenants and restrictions shall thereafter remain in full force and effect.

THIS the 25th day of AUG, 1997.
Notarbook 10 Page 274
State Tax \$.00 Clerks Fee \$.00.
Recordings \$ 16.00, Total \$ 16.00.
Register of Deeds JUDY GRAHAM SWALLOWS
Deputy Register NIGDY W. GRAHAM
Donald M. Farris, Sr.
Donald M. Farris, Sr.
Mary Nell Farris
Mary Nell Farris

STATE OF TENNESSEE
COUNTY OF CUMBERLAND

Personally appeared before me, the undersigned authority, a Notary Public in and for said State and County, Donald M. Farris, Sr. and wife, Mary Nell Farris, the within named bargainor, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AT OFFICE this day of AUG 25, 1997.
Notary Commission expires: 10-6-98



[Signature]
NOTARY PUBLIC