

INSTRUMENT PREPARED BY:
Charles Patterson
Attorney at Law
1023 Old Humboldt Road
Jackson, TN 38305

RESTRICTIVE COVENANTS AND PROPERTY OWNER'S ASSOCIATION

STERLING FARMS MEDICAL AND OFFICE PARK

SECTION 1 – Lots 115 and 116

KNOW ALL MEN BY THESE PRESENTS: That Smith Farm Estates, LLC (hereinafter referred to as "Developer"), being on the day hereof, the owner of all property contained in Sterling Farms Medical and Office Park, Section I, Lots One Hundred Fifteen (115) and One Hundred Sixteen (116), a plat of which appears of record in the Register's Office of Madison County, Tennessee, Plat Book 10 at page 689 (hereinafter called Sterling Farms) reference to which plat is hereby made, and the owner of all of the lots into which such property is subdivided as shown by such plat, and desiring to create and establish certain restrictions with respect to all of the lots in Sterling Farms, and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as medical and office purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided by the plat the following covenants and restrictions:

1. All lots in Sterling Farms, shall be used for medical or office purposes only, unless a different use is approved by the Developer.

2. Owner herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excludes those having an interest in the affected lot, merely as a security for the performance of an obligation.

3. Any variance from these restrictive covenants permitted herein by approval of the Developer shall require the written approval of the Developer whether specified or not to be in writing.

4. Prior to beginning construction of any building or improvement, each lot-owner is required to submit building plans and exterior material specifications,

including colors, to the Developer for approval. Construction shall not begin until the Developer has granted approval in writing. Any approval of a specific house plan for one lot does not constitute automatic approval for the house to be repeated. The Developer reserves the right to withhold approval of any plan or exterior materials and colors that, in his opinion, could be detrimental to the development.

5. No building shall be erected on any lot shall be more than two (2) stories in height, without the express written approval of the Developer.

6. Except with the prior written approval of the Developer, any building erected on any lot shall have an interior heated ground floor area (whether level or split) of at least 7,500 square feet, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, and accessory buildings. A Building maybe subdivided into smaller units, so long as the Developer gives his express prior written approval.

7. No building shall be erected on any lot unless of a permanent type, and in no event, shall the outside walls be covered with imitation brick or prefabricated brick panel, and no open foundation or other unsightly method of construction shall be permitted.

8. The owner/purchaser of each lot shall be responsible for building and installing sidewalks along the frontage of all public roads adjoining the lot, with the sidewalks to meet the requirements of the City of Jackson. The Developer shall have no expense or obligation for sidewalks.

9. No security lights (design similar to street lights) shall be erected on lots without prior written approval of Developer.

10. Any heating or cooling system for a structure on an lot which is of a type that uses a water source heat pump, or similar device, must drain in to a dry well and shall not drain onto the surface of the lot or surrounding lots or into a field drainage system.

11. No building shall be erected on any lot nearer than twenty-five (25) feet to any front line, ten (10) feet to any side line and ten (10) feet to any back line, unless developer approved and within city building code guidelines. If

building codes require greater distances, the building codes shall apply instead of the restrictive covenants.

12. A lot may be re-subdivided with the permission of the Developer.

13. Each lot in Sterling Farms, shall be subject to such drainage, utility, and other easements as provided.

14. The signage on each lot shall be approved by the Developer.

15. No noxious or offensive activity or condition shall be carried on or permitted to exist upon lot, nor shall any activity or conditions be carried on or permitted to exist thereon which may be or may have become an annoyance or nuisance on the lot or any other lots in Sterling Farms, or which in any manner detracts from the appearance of any lot herein.

16. For the period of time between purchase of a lot from the Developer and the commencement of actual construction of any building on such lot, the lot shall be maintained in generally the same condition as existed at the time of purchase with respect to appearance and shall be mowed, as necessary, by the owner thereof so as to maintain the required appearance. Further, the owner of a lot, except to the extent required during construction, shall not take or permit any action or with respect to the lot which would, at any time, render it unattractive or unsightly.

17. During the period of actual construction of a building unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris.

18. No vehicles, recreational or commercial, including, but not limited to, boats, boat trailers, house trailers, motor homes, motorcycles, go-carts, pick-up trucks, ATV's or similar type items shall be stored or kept on the lot without written permission of the Developer. Nothing herein contained is intended to prohibit commercial access to any lot within the development for the purpose of rendering commercial services for the benefit of the lot owner. Also, the owner of Lot 115 is granted express prior approval to locate and store its blood mobile vehicle(s) on Lot 115, subject to appropriate governmental regulation.

19. No television satellite dishes shall be allowed with a larger diameter than 24" and must be no closer to the street than the rear of the building and directly behind the building unless owner has obtained prior approval from the Developer.

20. All electrical services, telephone lines and cable TV lines shall be located underground, and owner's of the lot over which a telephone, etc. are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the streets to the building located on the lot. To the extent that the Developer shall furnish or otherwise construct utilities, or future utility services, easements for the same shall not be unreasonably withheld by any lot owner. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Developer shall have the right to grant such an easement on the property without conflicting with the terms of these restrictive covenants. These easements provided for in this section shall in no way affect any other recorded easements on the properties.

21. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances. Trash containers and dumpsters shall be screened from public view by shrubbery or approved fencing.

22. Once a building is completed, any exterior design change must be approved in writing by the Developer.

23. Developer may include in any contract or deed hereafter made any additional covenants or restrictions that are not consistent with and which do not lower the standards of the covenants and restrictions set forth herein.

24. Developer has the right to waive or release any restrictive covenant on any lot when in it's sole judgment, such a waiver or release should be granted.

In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required bylaw, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$5,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot

owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions. Further, if any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any persons owning a lot within Sterling Farms, to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages therefore, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Sterling Farms, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this instrument; after which time such restrictive covenants shall automatically be extended for successive periods often (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part of a cancellation thereof, is placed in public record in the Register's Office of Madison County, Tennessee.

The foregoing covenants may be enforced by the Developer or any owner of a lot or lots in Sterling Farms, acting jointly or severally, by proceeding in law or equity; however, failure to enforce the breach of any covenant provided herein shall not, in any manner, constitute a waiver thereof or bar future enforcement. The invalidation of any one or more of the aforesaid covenants or restrictions by any court of competent jurisdiction shall not affect the force of validity of any other covenant or restriction, as the same shall be deemed severable.

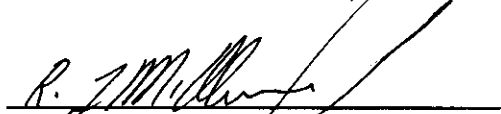
25. Each lot owner shall automatically become & member of the Sterling Farms Property Owner's Association. The purpose of the Sterling Farms Property Owner's Association shall be to maintain the common area shown on the recorded plat, or on any future plats of the Sterling Farms Medical and Office Park. This area is shown on the recorded plat or will be shown on future recorded plats, as Property Owner's Association common area and/or detention and retention ponds, shared ingress and egress easements and any other areas designated as common or shared areas. In addition, the Property Owner's Association shall take any action it deems necessary to enhance the value of the Subdivision and maintain the Subdivision. The lot owners shall be an equal responsibility for common areas retention and detention ponds, joint easements and other common areas whether shown on this plat or future plats that service the entire Sterling Farms Area. There shall be an annual meeting of the Property Owner's Association, and there shall be a President, who shall be the Chief Executive Officer of the Subdivision Association, and a Secretary, who shall maintain the financial records of the Association. At the annual meeting the assessments necessary for the upkeep and maintenance of the common areas, and the fees necessary to take any action to enhance the Subdivision shall be set by the majority vote of the lots. Each lot owner or group of Lot Owners, shall have one vote per lot in establishing the annual assessment necessary to maintain the common areas of the Subdivision and to enhance the Subdivision. Any lot owner may vote in person, or by written proxy submitted to the Secretary at or prior to the annual meeting. The annual meeting shall be in January of each year.

In the event any lot owner fails to timely pay the an assessment that has been duly adopted by a majority of the lot owners then that lot owner shall be responsible for all costs of collection of the assessment, including, but not limited to a reasonable attorney's fees necessary to collect the assessment. The responsibility for the maintenance of the Common Area shall be the responsibility of the Developer until such time is Fifty percent (50%) of the lots have been conveyed. The Property Owner's Association shall take effect upon the sale of

Seventy-five Percent (75%) of the lots in the subdivision, however it is expressly understood and agreed that any lots still owned by the Developer after the Property Owners Association begins, shall be exempt from Property Owners dues, until the Developer sells the lot or at least a residence has been completed on that particular lot. The Property Owner's Association may operate as an unincorporated Association or a non-profit corporation. In the event the Association decides to operate as a nonprofit corporation the lot owners shall elect a Board of Directors, adopt By-laws for the Corporation and file the appropriate Charter and pay the fees for organization of the non-profit corporation.

Executed this the 22 day of December, 2009.

SMITH FARM ESTATES, LLC

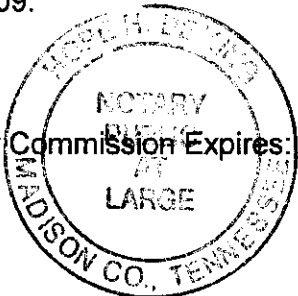

 R. Joel McAlexander
 Its: Member/Manager

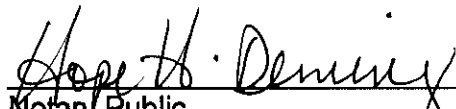
STATE OF TENNESSEE)
 COUNTY OF MADISON)

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared R. Joel McAlexander, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be member/manager of Smith Farm Estates, LLC, a Tennessee Limited Liability Company, the within named bargainor, a Limited Liability Company, and that he as such member/manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as chief manager of such.

WITNESS MY HAND and Official Seal, this the 22nd day of Dec, 2009.

My Commission Expires: 3/18/2013




 Notary Public

BK/PG:T1873/1660-1666

09017105

7 PGS : AL - RESTRICTIONS	
LINDA BAICH: 82865	
12/22/2009 - 03:21 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	35.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	37.00

STATE OF TENNESSEE, MADISON COUNTY

LINDA WALDON
 REGISTER OF DEEDS

INSTRUMENT PREPARED BY:
Charles Patterson
Attorney at Law
1023 Old Humboldt Road
Jackson, TN 38305

RESTRICTIVE COVENANTS AND PROPERTY OWNER'S ASSOCIATION

**STERLING FARMS MEDICAL AND OFFICE PARK
SECTION I**

KNOW ALL MEN BY THESE PRESENTS: That Smith Farms, LLC (hereinafter referred to as "Developer"), being on the day hereof, the owner of all property contained in Sterling Farms Medical and Office Park, Section I, a plat of which appears of record in the Register's Office of Madison County, Tennessee, Plat Book 10 at page 411 reference to which plat is hereby made, and the owner of all of the lots into which such property is subdivided as shown by such plat, and desiring to create and establish certain restrictions with respect to all of the lots in Sterling Farms Medical and Office Park, Section I, and the use thereof, for the benefit and protection of the undersigned and of all persons subsequently being purchasers or owners of any such lots, and as an inducement to encourage the purchase by others of such lots, and as medical and office purposes, does hereby impress upon such property and upon each and all of the lots into which the same has been subdivided by the plat the following covenants and restrictions:

1. All lots in Sterling Farms Medical and Office Park, Section I, shall be used for medical or office purposes only, unless a different use is approved by the Developer.
2. Owner herein shall refer to the record owner, whether one or more persons or entities, of any affected lot, but excludes those having an interest in the affected lot, merely as a security for the performance of an obligation.
3. Any variance from these restrictive covenants permitted herein by approval of the Developer shall require the written approval of the Developer whether specified or not to be in writing.
4. Prior to beginning construction of any building or improvement, each lot-owner is required to submit building plans and exterior material specifications, including colors, to the Developer for approval. Construction shall not begin until the Developer has granted approval in writing. Any approval of a specific office plan for one lot does not constitute automatic approval for the office to be repeated. The Developer reserves the

right to withhold approval of any plan or exterior materials and colors that, in his opinion, could be detrimental to the development.

5. No building shall be erected on any lot shall be more than two (2) stories in height, without the express written approval of the Developer.

6. Except with the prior written approval of the Developer, any building erected on any lot shall have an interior heated ground floor area (whether level or split) of at least 7500 square feet, said minimum interior ground floor area to be exclusive of all areas within open porches, breezeways, and accessory buildings.

7. No building shall be erected on any lot unless of a permanent type, and in no event, shall the outside walls be covered with imitation brick or prefabricated brick panel, and no open foundation or other unsightly method of construction shall be permitted.

8. No security lights (design similar to street lights) shall be erected on lots without prior written approval of Developer.

9. Any heating or cooling system for a structure on an lot which is of a type that uses a water source heat pump, or similar device, must drain in to a dry well and shall not drain onto the surface of the lot or surrounding lots or into a field drainage system.

10. No building shall be erected on any lot nearer than twenty-five (25) feet to any front line, ten (10) feet to any side line and ten (10) feet to any back line, unless developer approved and within city building code guidelines. If building codes require greater distances, the building codes shall apply instead of the restrictive covenants.

11. A lot may be re-subdivided with the permission of the Developer.

12. Each lot in Sterling Farms Medical and Office Park, Section I, shall be subject to such drainage, utility, and other easements as provided.

13. The signage on each lot shall be approved by the Developer.

14. No noxious or offensive activity or condition shall be carried on or permitted to exit upon any lot, nor shall any activity or condition be carried on or permitted to exist thereon which may be or may have become an annoyance or nuisance on the lot or any other lots in Sterling Farms Medical and Office Park, Section I, or which in any manner detracts from the appearance of any lot therein.

15. For the period of time between purchase of a lot from the Developer and the commencement of actual construction of any building on such lot, the lot shall be

maintained in generally the same condition as existed at the time of purchase with respect to appearance and shall be mowed, as necessary, by the owner thereof so as to maintain the required appearance. Further, the owner of a lot, except to the extent required during construction, shall not take or permit any action or with respect to the lot which would, at any time, render it unattractive or unsightly.

16. During the period of actual construction of a building unit on a lot, the owner thereof shall require all primary and subcontractors and other workmen furnishing services or material to the premises to keep both the lot under construction and other lots reasonably free of trash and other construction debris.

17. No vehicles, recreational or commercial, including, but not limited to, boats, boat trailers, house trailers, motor homes, motorcycles, go-carts, pick-up trucks, ATV's or similar type items shall be stored or kept on the lot without written permission of the Developer. Nothing herein contained is intended to prohibit commercial access to any lot within the development for the purpose of rendering commercial services for the benefit of the lot owner.

18. No television satellite dishes shall be allowed with a larger diameter than 24" and must be no closer to the street than the rear of the dwelling and directly behind the dwelling unless owner has obtained prior approval from the Developer.

19. All electrical services, telephone lines and cable TV lines shall be located underground, and owner's of the lot over which a telephone, etc. are to be placed shall be responsible for the cost of labor and materials in placing such lines underground from the streets to the dwelling located on the lot. To the extent that the Developer shall furnish or otherwise construct utilities, or future utility services, easements for the same shall not be unreasonably withheld by any lot owner. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Developer shall have the right to grant such an easement on the property without conflicting with the terms of these restrictive covenants. These easements provided for in this section shall in no way affect any other recorded easements on the properties.

20. All trash and refuse shall be disposed of as allowed and permitted by local laws and ordinances. Trash containers and dumpsters shall be screened from public view by shrubbery or approved fencing.

21. Once a building is completed, any exterior design change must be approved in writing by the Developer.

22. Developer may include in any contract or deed hereafter made any additional covenants or restrictions that are not consistent with and which do not lower the standards of the covenants and restrictions set forth herein.

23. Developer has the right to waive or release any restrictive covenant on any lot when in it's sole judgment, such a waiver or release should be granted.

In the event any lot owner shall construct any improvements on any lot without first obtaining the prior written consent of the Developer, or other such consents as required bylaw, said owner shall be liable to the Developer for a liquidated damages penalty in the amount of \$5,000.00. Nothing herein contained is intended to serve as a waiver of the undersigned or any other lot owner's rights to require full compliance with these restrictions and payment of such penalty shall not relieve said lot owner from compliance with these restrictions. Further, if any owner of a lot shall violate or attempt to violate any of the restrictions or covenants herein contained, it shall be lawful for any persons owning a lot within Sterling Farms Medical and Office Park, Section I, to prosecute such proceedings at law or in equity against the person or persons violating or attempting to violate said restrictions, either to prevent such violations or to recover damages therefore, or both. In the event the Developer or a lot owner shall employ the services of an attorney to enforce any covenant or restriction herein contained, the non-complying lot owner shall be liable for all costs, expenses and attorney's fees incurred by such Developer or lot owner, to enforce these covenants and restrictions. Invalidation of any one or more of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The foregoing restrictions and reservations shall constitute covenants running with the land and shall bind all purchasers (or owners) of such lots in Sterling Farms Medical and Office Park, Section I, their heirs, successors and assigns, and all persons claiming under them, for a period of thirty (30) years from the date of recording of this

instrument; after which time such restrictive covenants shall automatically be extended for successive periods often (10) years, unless an instrument signed by a majority of the then owners of the lots providing for a change of such covenants in whole or in part of a cancellation thereof, is placed in public record in the Register's Office of Madison County, Tennessee.

The foregoing covenants may be enforced by the Developer or any owner of a lot or lots in Sterling Farms Medical and Office Park, Section I, acting jointly or severally, by proceeding in law or equity; however, failure to enforce the breach of any covenant provided herein shall not, in any manner, constitute a waiver thereof or bar future enforcement. The invalidation of any one or more of the aforesaid covenants or restrictions by any court of competent jurisdiction shall not affect the force of validity of any other covenant or restriction, as the same shall be deemed severable.

24. Each lot owner shall automatically become a member of the Sterling Farms Medical and Office Park Property Owner's Association. The purpose of the Sterling Farms Medical and Office Park Property Owner's Association shall be to maintain the common area shown on the recorded plat, This area is shown on the recorded plat as Property Owner's Association common area and/or detention and retention ponds, shared ingress and egress easements and any other areas designated as common or shared areas. In addition, the Property Owner's Association shall take any action it deems necessary to enhance the value of the Subdivision and maintain the Subdivision. There shall be an annual meeting of the Property Owner's Association, and there shall be a President, who shall be the Chief Executive Officer of the Subdivision Association, and a Secretary, who shall maintain the financial records of the Association. At the annual meeting the assessments necessary for the upkeep and maintenance of the common areas, and the fees necessary to take any action to enhance the Subdivision shall be set by the majority vote of the lots. Each Lot owner or group of Lot Owners, shall have one vote per lot in establishing the annual assessment necessary to maintain the common areas of the Subdivision and to enhance the Subdivision. Any lot owner may vote in person, or by written proxy submitted to the Secretary at or prior to the annual meeting. The annual meeting shall be in January of each year.

In the event any lot owner fails to timely pay the an assessment that has been duly adopted by a majority of the lot owners then that lot owner shall be responsible for all costs of collection of the assessment, including, but not limited to a reasonable attorney's fees necessary to collect the assessment. The responsibility for the maintenance of the Common Area shall be the responsibility of the Developer until such time as Fifty percent (50 %) of the lots have been conveyed. The Property Owner's Association shall take effect upon the sale of Seventy Five Percent (75 %) of the lots in the subdivision, however it is expressly understood and agreed that any lots still owned by the Developer after the Property Owners Association begins, shall be exempt from Property Owners dues, until the Developer sells the lot or at least an office has been completed on that particular lot. The Property Owner's Association may operate as an unincorporated Association or a non—profit corporation. In the event the Association decides to operate as a nonprofit corporation the lot owners shall elect a Board of Directors, adopt By-laws for the Corporation and file the appropriate Charter and pay the fees for organization of the non—profit corporation.

Executed this the 25th day of July, 2008.

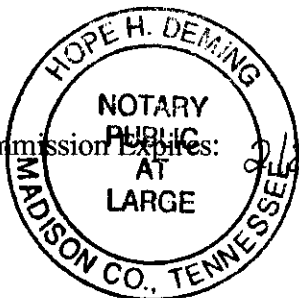
SMITH FARMS, LLC

R. Joel McAlexander
 MEMBER-MANAGER

STATE OF Tenn.)
 COUNTY OF Madison

Before me, the undersigned Notary Public, in and for the aforesaid County and State, personally appeared R. Joel McAlexander with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Chief Manager of Smith Farms, LLC, a Tennessee Limited Liability Company, the within named bargainer, a Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the Limited Liability Company by himself as Chief Manager of such.

WITNESS MY HAND and Official Seal, this the 25th day of July, 2008.



My Commission Expires: 2/25/09

Hope H. Deming
 Notary Public

BK/PG:T1838/1345-1350

08011364

6 PGS : AL - RESTRICTIONS	
JAWBY BATCH: 65769	
07/29/2008 - 02:07 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	30.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	32.00

STATE OF TENNESSEE, MADISON COUNTY

LINDA WALDON
 REGISTER OF DEEDS