

RESTRICTIVE COVENANTS AND CONDITIONS APPLYING TO THE SUBDIVISION NAMED OAKLEIGH, 9TH CIVIL DISTRICT OF RUTHERFORD COUNTY, TENNESSEE

OAKLEIGH HOMEOWNERS ASSOCIATION, INC, hereafter referred to as the "HOA", being the governing entity of the real estate that has been subdivided and named OAKLEIGH, according to the survey and plats of same made by W Henry Huddleston, III, Civil Engineer, which plats are of record in Plat Book 21, page 49, and Plat Book 21, page 50, Register's Office of Rutherford County Tennessee, (originally recorded in Deed Book 631, Page 566, September 1, 1998) and including the amendment annexing the property known as Oakleigh, Section V, as shown in Plat Book 25, Page 20 (amended in Record Book 51, Page 1182 and described in Deed Book 598, Page 702, and Deed Book 598, Page 704 – originally recorded in Deed Book 9, Page 1672 – June 9, 2000), and including the amendment annexing the property known as Oakleigh, Section II, as shown in Plat Book 20, Page 286, and described in Deed Book 598, Page 702, and Deed Book 598, Page 704 – originally recorded in Deed Book 133, Page 1608 – February 8, 2002), does hereby agree and bind itself, its successors and assigns, that all the property described in said Plat Book 21, page 49 and 50, Plat Book 25, page 20, and Plat Book 20, page 286, and as well as any further properties incorporated herein in the future shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all parties having any right, title or interest to the property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

Definitions

- A. HOA. HOA shall mean and refer to the OAKLEIGH HOMEOWNERS ASSOCIATION, its successors and assigns
- B. OWNER. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- C. Property. Property (whether singular or plural) means all the land, property and space which is the subject of this instrument (by amendment or otherwise), and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owner.
- D. Common Areas. Common Areas shall mean all real property and the improvements thereon owned or maintained by the HOA for the common use and enjoyment of the Members. Common Areas owned by the HOA since the time of the conveyance of the first lot is as described in Plat Book 21, Page 49, and Plat Book 21, Page 50, and/or, without limiting the definition of Common Areas, shall also mean swimming pool, tennis court, decorative entrances into the subdivision, a pond, and street islands.
- E. Lot. Lot shall mean and refer to any numbered plot of land shown upon any recorded subdivision map for the properties with the exception of the Common Area and dedicated streets, if any. Title to

lots will be held by an Owner in fee simple. Proposed lots in the future sections which are added shall become part of the HOA when the first lot is sold in the new section. An Amendment to this Declaration and a new or amended Plat shall be recorded simultaneously.

- F. Estate Lot. Estate Lot shall mean those fourteen (14) lots located in the rear of the subdivision all exceeding 1.5 acres in size.
- G. Residence or Unit. Residence or Unit shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.
- H. HOA Board. HOA Board shall mean the governing body of the HOA as provided in this instrument, the Articles of Incorporation and the By-Laws thereof.
- I. Member. Member shall mean and refer to every person or entity who hold membership in the HOA.
- J. Common Expenses. Common Expenses shall mean and include (a) expenses of administration, operation, management, repair or replacement of the Common Area, (b) expenses declared common by the provisions of the Articles of Incorporation and/or By-Laws of the HOA, (c) all sums lawfully assessed by the HOA Board, and (d) expenses as provided in any duly authorized management agreement.
- K. By-Laws. By-Laws shall mean the By-Laws of the HOA.
- L. Plat. Plat shall mean the Plats of survey of the Property of Record in Plat Book 21, Page 49, Plat Book 21, Page 50, Plat Book 25, Page 20, and Plat Book 20, Page 286, Register's Office of Rutherford County, Tennessee, showing the number of each Lot and expressing its area, location and other data necessary for identification and any new or amended plats added pursuant to this declaration.
- M. Majority or Majority of the Lot Owners. Majority or Majority of the Lot Owners shall mean the Owners of more than fifty (50%) percent of the undivided membership of the HOA present and eligible to vote. Any specific percentage of Owners means that percentage of Owners who in the aggregate own such specified percentage of the entire undivided membership in the HOA, present and then eligible to vote.
- N. Documents. Documents shall mean this document which may hereinafter be referred to as Restrictive Covenants and Conditions, the Articles of Incorporation, the By-Laws, the Plat and any amendments or supplements thereto.

ARTICLE II

THE HOA

A. Organization.

1. The HOA is a non-profit Tennessee corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles of Incorporation, By-Laws, and Restrictive Covenants and Conditions. Neither the Articles of Incorporation nor the By-Laws shall for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Restrictive Covenants and Conditions. In the event of any such inconsistency, the provisions of the Restrictive Covenants and Conditions shall prevail. The officers of the HOA shall be required to be members of the HOA.

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

B. Membership

1. Qualifications: Each Owner shall be a Member of the HOA and shall be entitled to one (1) membership for each lot owned. Ownership of a lot shall be the sole qualification for membership in the HOA.
2. Members Rights and Duties: Each Member shall have the rights, duties and obligations set forth in the applicable Oakleigh Documents.
3. Transfer of Membership: The HOA membership of each Owner shall be appurtenant to the Lot giving rise to such membership, and shall not be assigned, transferred, pledged, conveyed or alienated in any way except upon the transfer of title to said Lot and only to the transferee of title to such Lot. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the HOA appurtenant thereto to the new Owner thereof.

C. Voting Rights

1. Members shall have the right to cast one (1) vote – in person or by authorized proxy - for each Lot owned.

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

1. Additional Lands: Accept as part of the subdivision OAKLEIGH all real estate annexed or added pursuant to the Restrictive Covenants and Conditions and accept all Owners thereof as members of the HOA, subject to the membership requirements set forth herein and in the By-Laws. Accept all additional sections on the same terms as the original section.
2. Enforcement: Take such action, whether or not expressly authorized herein or in any other governing instrument, as may reasonably be necessary to enforce the restrictions, limitations, covenants, affirmative obligations, conditions, and other provisions of the Restrictive Covenants and Conditions, the Plat, the By-Laws, the Articles of Incorporation, and any other OAKLEIGH Documents.
3. Operation and Maintenance of Common Area: To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the HOA or its members over and within the Common Area and; to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order, condition and

repair; and to maintain any parking areas free and clear of obstructions and unsafe conditions for vehicular use at all times.

4. Water and other Utilities: To acquire, provide and/or pay for water, sewer, garbage disposal, electrical, telephone and gas and other necessary utility services for the Common Area.
 5. Taxes and Assessments: To pay all real and personal property taxes and assessments (if any) separately levied upon or assessed against the HOA and/or any property owned by the HOA. Such taxes and assessments may be contested or compromised by the HOA; provided, however, that they are paid or a bond insuring a payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes. It is the intent of the Restrictive Covenants and Conditions in as much as the interest of each Owner to use and enjoy the Common Area appurtenant to such Owner's Lot is an interest in real property on a proportionate basis appurtenant to each Lot, that the value of the interest of each Owner in such Common Area shall be included in the assessment for each Lot, and as a result any assessment directly against such Common Areas should be of a nominal nature reflecting that the full value of the same should be included in the several assessments of the various Lots.
 6. Insurance: To obtain and maintain insurance as provided for by either the By-Laws or Restrictive Covenants and Conditions.
 7. Rule Making: To make, establish, promulgate, amend and repeat the HOA rules as provided for by the Restrictive Covenants and Conditions and the other HOA documents except as otherwise provided.
 8. Enforcement of Restrictions and Rules: To perform such other acts, whether or not expressly authorized by the Restrictive Covenants and Conditions as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of the Restrictive Covenants and Conditions and the HOA By-Laws.
- E. Powers and Authority of the HOA. The HOA shall have all the powers of a non-profit corporation organized under the laws of the State of Tennessee, subject only to such limitations upon the exercise of such powers are expressly set forth in the Articles of Incorporation, the By-Laws, or the Restrictive Covenants and Conditions. The HOA shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the HOA under the Restrictive Covenants and Conditions, Articles of Incorporation and By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the HOA, including the following which are listed without intent to limit the foregoing grant.
1. Assessments: To levy assessments on the Owners of Lots and to enforce payment of such assessments, all in accordance with the provisions of the Restrictive Covenants and Conditions.
 2. Right of Enforcement: The HOA shall have the right of enforcement in its own name, on its own behalf or on behalf of any Owner who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of any covenants, conditions, obligations or duties and to enforce, by mandatory injunction or otherwise, all the provisions of the Restrictive Covenants and Conditions, Articles of Incorporation and By-Laws.

3. Easements and Rights-Of-Way: The HOA shall be able to grant and convey to any third party easements and rights-of-way in, on, over or under the Common Areas for the purpose of constructing, erecting, operating or maintaining thereon, therein, or thereunder, (1) overhead or underground lines, cables, wires, conduit or other devices for the transmission of electricity and for lighting, heating, power, telephone, television cables, radio and audio antennae facilities and for other appropriate purposes; (2) public sewers, storm water drains and pipes, water system, sprinkling systems, water, heating and gas lines or pipes; and (3) any similar public or quasi-public improvements or facilities.
4. Employment of Manager and Employees: The HOA may employ the services of any person or corporation as manager, together with employees, to manage, conduct and perform the business, obligations and duties of the HOA as may be directed by the HOA Board and to enter into contracts for such purpose. Such manager and employees shall have the right of ingress and egress over such portions of the Properties as is reasonably necessary for the purpose of performing such business, duties and obligations.
5. Mortgagee Protective Agreements: The HOA may execute and cause to be recorded from time to time agreements in favor of holders or insurers of mortgages secured upon portions of the Properties. Such agreements may condition specified action, relevant to this instrument of the activities of the HOA upon approval by a specified group or number of mortgage holders or insurers. Actions and activities which may be so conditioned by such agreement may include, but shall not be limited to the following: (i) any act or omission which seeks to abandon, partition, subdivide, encumber, sell or transfer the Common Area or any other real estate or improvements owned, directly or indirectly, by the HOA for the benefit of any Lots, (ii) any change in the method of determining the obligations, assessments, dues or other charges which may be levied against the Owners of Lots, (iii) any act or omission which may change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design, exterior appearance or exterior maintenance and improvements erected upon the Properties, driveways, or the upkeep of lawns or plantings located upon the Properties, (iv) failure to maintain specified fire and extended coverage insurance on insurable portions of the Common Area, (v) use of hazard insurance proceeds for losses to any improvement erected upon the Common Area for other than the repair, replacement or reconstruction of such improvements, (vi) the failure to maintain kinds of insurance and amounts, from and covering risks as specified by such mortgage holders or insurers, (vii) permitting holders of specified mortgages on Lots to jointly or singularly, pay taxes or other charges which are in default which may have become a charge against the Common Area, to pay overdue premiums on hazard insurance lapse of any such policy for such Property and permitting mortgagees making any such payments to recover the amount thereof from the HOA.
6. Right of Entry: The HOA shall, without liability to the Owner, cause its agents, independent contractors, and employees after reasonable notice, or without notice in the event of an emergency, to enter upon any Lot for the purpose of enforcing any of the rights and powers granted to the HOA in the Documents, and for the purpose of maintaining or repairing any

portion of the Properties if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior or appearance as required by the Documents, or as reasonably required to promote or protect the general health, safety and welfare of the residents and users of the Properties.

7. Maintenance and Repair Contracts: The HOA shall contract and pay for or otherwise provide for the maintenance, restoration and repair of all improvements of whatsoever kind and for whatsoever purpose from time to time located upon or within the Common Area or as required for exterior maintenance, sidewalks or Lot clean-up in the event the Owner of said Lot fails to maintain as required.
8. Insurance: The HOA shall obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Restrictive Covenants and Conditions or By-Laws, as the HOA Board shall deem appropriate for the protection or benefit of the HOA, the members of the HOA Board, the members of any standing committee, their tenants or guests, including, but without limitation, fire and extended insurance coverage covering the Common Area, liability insurance, worker's compensation insurance, and performance of fidelity bonds.
9. Utility Services: The HOA shall contract and pay for, or otherwise provide for, utility services, including, but without limitation, water, sewer, garbage collection, electrical, telephone and gas services.
10. Professional services: The HOA shall contract and pay for, or otherwise provide for the construction, reconstruction, repair, replacement or refinishing of any roads, drives, or other paved areas upon any portion of the Properties not dedicated to any governmental unit and on the Lots in the event the Owners' fail to keep such paved areas maintained and repaired.
11. Protective Services: The HOA shall contract and pay for, or otherwise provide for fire, security and such protective services as the HOA shall from time to time deem appropriate for the benefit of the Properties, the Owners and their guests.
12. General Contracts: The HOA shall contract and pay for, or otherwise provide for such materials, supplies, furniture, equipment and labor as and to the extent that the HOA deems necessary.
13. Liens: The HOA shall pay and discharge any and all liens from time to time placed or imposed upon any Common Area on account of any work done or performed by the HOA and the fulfillment of any of its obligations and duties of maintenance, repair, operation or administration.
14. Condemnation: The HOA shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority or acquisition of any of the Common Area or any part thereof. In the event of a taking or acquisition of part or all of the Common Area by any condemning authority, the award or proceeds of settlement shall be paid to the HOA for the use and benefit of the Members and their mortgagees as their interests may appear. All Members, by the acceptance of a Deed conveying a Lot, irrevocably constitute and appoint the HOA their true and lawful attorney in their name, place and stead for the purpose of dealing with any condemning authority in any condemning proceeding. Title to the Lots is declared and expressly made subject to such irrevocable appointment of the power of

attorney. Any distribution of funds in connection with the condemnation of any part of the Common Area shall be made on a reasonable and equitable basis by the HOA Board or by a special committee appointed by the HOA Board for that purpose.

Article III

Property Rights

- A. Owner's Easement of Enjoyment: Every Owner, in addition to a perpetual unrestricted right of ingress and egress to his/her own Lot which passes with title, shall have the 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.
 - 1. The right of the HOA to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; and to limit the number of guests and adopt rules regulating the use and enjoyment of the Common Area.
 - 2. The right of the HOA to suspend the voting rights and right to use of the Common Area by a Member for any period in which any assessment against his/her Lot remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws or rules for an infraction of its published rules and regulations.
 - 3. The right of the HOA to dedicate or transfer any part of the Common Area to any public agency, authority or utility for the purpose of providing utilities, streets or any similar purpose.
- B. Delegation of Use: Any Member may delegate, in accordance with the By-Laws, his/her rights of enjoyment of the Common Area and the facilities to the members of his/her family, or contract purchasers, who reside on the property.
- C. Land Use: No Lot shall be used except for residential purposes.

Article IV

Covenants for Maintenance Assessment

- A. Creation of the Lien and Personal Obligation of Assessments
 - 1. Each Owner for any lot, by said acceptance and deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the HOA: (1) annual assessments or charges, and (2) special assessments for capital improvements or losses, or for failure to maintain and repair, such assessments to be established and collected as hereinafter provided.
 - 2. All assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Property and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for the delinquent assessment shall not pass to his successors in title unless expressly assumed by them, but no such assumption shall relieve any Member personally obligated from his/her personal liability.

B. General Assessments.

1. The assessments levied by the HOA shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties; the improvement, operation and maintenance of the Common Area; the duties and exercise of the powers of the HOA; the payment of the proper expenses of the HOA and all costs incurred in the performance by the HOA of its duties, and the establishment of reasonable reserves for the maintenance, repair and replacement of paved areas within the Common Area, landscaping and other improvements upon the Common Area.
2. General assessments levied by the HOA for each fiscal year shall be adequate to finance the operation and activities of the HOA, to satisfactorily maintain the Common Area, and maintain adequate repair and replacement reserves.

C. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the HOA may levy in any calendar year, a special assessment applicable to that year only for the purpose of defraying 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. A meeting of the HOA shall be called to explain/discuss/approve the special assessment. The due date for any special assessment shall be within thirty (30) days following the approval of said assessment by the HOA.

D. Notice and Quorum for any Action Authorized under Section C above. Written notice for any meeting called for the purpose of taking any action authorized under Section C shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting and shall state the purpose of such meeting. At the first such meeting called, the presence of Members, or of duly authorized proxies, entitled to cast fifty-one (51%) percent of all votes of the current membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

E. Rate of Annual Assessment. Annual assessments must be fixed at a uniform rate for all Lots and will be collected on a yearly basis or otherwise at the discretion of the HOA Board.

F. Date of Annual Assessment. The annual assessments provided for herein shall be levied on the first day of the fiscal year (January 1st) with a due date thirty (30) days following. If/When ownership of a Lot is transferred, the status of the annual assessment, paid or due will transfer to the new Member. It will be the responsibility of the former Member to pay or collect from the new Member any pro rata adjustments as they negotiate in their contract. The HOA Board shall fix the amount of the annual assessment of every Member subject thereto at least thirty (30) days in advance of the annual meeting of the HOA. Written notice of such assessment shall be sent to every Member subject thereto at least thirty (30) days in advance of the annual meeting of the HOA, but failure to fix or to notify shall not constitute a waiver of this right or of owner's obligation to pay.

G. Effect of Non-Payment of Assessments, Remedies of the HOA. Any assessment – annual or special – not paid within thirty (30) days after the due date shall bear interest from the due date at the highest interest rate allowed by Tennessee state law and shall be a lien against the Lot, and shall further be

the personal obligation of the Owner of the Lot at the time the assessment is levied. The HOA may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, cost and reasonable attorneys' fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot. And now, for the purpose of better and more effectually securing the payment of said lien indebtedness, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said indebtedness and payments thereof, as they become due, the said Owner, heirs, administrators, successors and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto the designated legal counsel of the HOA, hereinafter referred to as Trustee, successors and assigns, the real estate hereinbefore described and specifically the property owned by the Owner subject to these Restrictive Covenants and Conditions, with the appurtenances, estate, title and interest thereto belonging upon the following uses and trusts: Trustors agree to pay their prorate share of Common Expenses when due and further agree to pay all taxes and assessments thereon, annual or special, and to pay them when due, and, upon demand of said Trustee, or the lawful owner and holder of said indebtedness, to pay, discharge, or remove any and all liens (except a First Mortgage or Deed of Trust) which may be hereafter placed against said property and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; to keep the improvements on said property in good repair and preservation pursuant to the requirements of the Restrictive Covenants and Conditions and the By-Laws of the HOA, and in case the Trustee or successors or the lawful owner and holder of said indebtedness shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said property, or the lien of this instrument, or appear in any court to prove the above indebtedness, all the costs and expenses of such appearance or proceedings, together with reasonable attorneys' fees, shall be allowed, and be payable by Trustors upon demand of the Trustee or lawful owner or holder of said indebtedness, and, upon failure to do any of these things, then said Trustee, or the lawful owner and holder of said indebtedness may do any and all of these things and the amounts so paid shall bear interest at the highest contract rate of interest legally allowed in the State of Tennessee from the date of payment and shall be and become a part of the indebtedness secured hereby. Now, if the Trustors shall pay their pro rata share of Common Expenses aforesaid when due, and pay any and all sums when due, as aforesaid, then this trust conveyance shall be of no further force of effect. But if said indebtedness, or any payment thereof, or interest thereon, is not paid promptly when due, or if, failing to pay said other sums when due, as herein provided, Trustors fail to reimburse the Trustee, or lawful owner and holder of said indebtedness for all sums, with interest, so expended by said trustee, or lawful owner and holder of said indebtedness, within thirty (30) days from date of such payment, this trust conveyance shall remain in full force and effect, and the said Trustee, or successor in trust, is hereby authorized and empowered, upon giving twenty (20) days noticed by three (3) publications in any newspaper, daily or weekly, published in Rutherford County, Tennessee, to sell said property at the east door of the Courthouse in said County to the highest bidder for cash, at public outcry, free from the equity or right (statutory or otherwise) of

redemption, homestead, dower, spouse's elective share and all other rights and exemptions of every kind, which are hereby expressly waived; the said Trustee, or successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The HOA may bid at any sale under this trust conveyance. The Trustee may, at any time after default in the payment of any of said indebtedness, enter and take possession of said property, and shall only account for the net rents actually received by him/her. It is further agreed that, in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him/her by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

1st – To the full and complete satisfaction of the interest of the First Mortgage holder, unless arrangements have been made for the assumption of the First Mortgage by the subsequent purchaser.

2nd – To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorneys' fees for advice in the premises, or for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

3rd – To the payment of all taxes which may be unpaid of said premises.

4th – To the payment of all unpaid indebtedness herein secured, and any and all sums expended in the protection of said property, as herein authorized

5th – The residue, if any, will be paid to Trustors legally entitled thereto, their order, representatives or assigns.

In case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the lawful owner and holder of said lien is hereby authorized and empowered to name and appoint a successor to execute this trust by an instrument in writing recorded in the Register's Office of Rutherford County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The word "Trustors" when used herein shall apply to parties both singular and plural.

H. Subordination of the Lien to Mortgages.

1. This transfer and conveyance, and the lien for common expenses payable by an Owner which is secured by the transfer and conveyance, shall both be subordinate to the lien of a recorded First Mortgage or Deed of Trust on the interest of such Owner, regardless of whether the First Mortgage or Deed of Trust was recorded before or after this instrument, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the Mortgagee or Beneficiary accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. While the lien for assessments may be extinguished, the personal indebtedness thereof shall remain and be the personal obligation of the Owner who owned the Lot when the assessment came due. Any delinquent assessments (after lien extinguishment) may be reallocated and assessed among all Members as a Common Expense. This subparagraph shall not be amended, changed, modified

or rescinded except for the appointment of a substitute Trustee without the prior written consent of all First Mortgagees and Beneficiaries of record.

2. For purposes of this section a sale or transfer of a Lot shall occur on the date of recordation of an instrument of title evidencing the conveyance of record title.
- I. Exempt Property. All property dedicated to, and adopted and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to any dwelling use shall be exempt from said assessments in any case.
- J. Mortgage Protection Clause. No breach of covenants, conditions, or restrictions herein contained for the enforcement of any lien provisions herein shall defeat or render invalid the lien of any prior mortgage given in good faith and for value, but said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or other judicial sale or in lieu of such of any prior mortgage.
- K. Each Member shall indemnify and hold harmless each of the other Members and the HOA from any liability arising from the claim of any lien claimant or judgement debtor against the Lot of any other Member or of the Common Area. The HOA or any affected Member may enforce this obligation, which includes reasonable costs and attorneys' fees, in the manner of a special assessment or by action at law including all rights granted to the HOA under Article IV.

ARTICLE V

ARCHITECTURAL CONTROL

- A. Approval of Plans and Architectural Review Process.
 1. No construction, reconstruction, exterior remodeling alteration or addition to any external structure, building, fence, wall, driveway (inasmuch as physical construction and not simply improving the appearance of or repairing existing), or other external improvement of any nature (aside for minor changes in landscaping/plantings) on any Lot shall be constructed or undertaken without obtaining the prior written approval of the HOA Board following the review of the recommendations of the Architectural Review Committee (hereinafter referred to as the ARC). The ARC shall be appointed by the HOA Board as described in the By-Laws. The Member shall submit plans as to the location and specifications describing the nature, shape, height, materials and such other specifics as may be required. Approval must be obtained prior to the beginning of the proposed work. In the event that the HOA Board fails to approve or disapprove the plans within thirty (30) days after documented submission, approval will not be required and the Member will have been deemed to have fully complied with this section.
 2. Upon approval being given, the work shall commence within ninety (90) days thereafter, unless a variance is granted by the HOA Board for the delay, and shall be completed in a reasonably timely fashion and with strict compliance with the approved plans; otherwise the approval shall be void and the Member subject to fine and/or such legal action as to cause correction. Each Member acknowledges that the décor, color scheme, and general design of the property has been selected in such a manner as to be consistent and harmonious with other Lots and

residences in the subdivision and agrees to maintain and perpetuate the visual harmony of the Property.

ARTICLE VI

INSURANCE

- A. Casualty Insurance. The HOA shall keep all insurable improvements and fixtures on the Common Area insured against loss or damage by fire or such other hazards and casualties as the HOA may deem desirable for the full insurable replacement cost thereof. The HOA shall keep a general liability insurance policy covering all Common Areas of at least One Million Dollars (\$1,000,000,000) for bodily injury or property damage for any single occurrence as well as coverage for any legal liability that results from lawsuits related to employment contracts in which the HOA is a party. All policies shall provide that they may not be cancelled or substantially modified without ten (10) days written notice to all insured including the mortgagee, if any. The HOA shall also insure any other property whether real or personal, owned by the HOA, against loss or damage by fire or casualty and such other hazards as the HOA may deem desirable, with the HOA as the owner and sole beneficiary of such insurance. All casualty, liability and fidelity bond coverage shall be in such a manner and in such amount as required by the Federal National Mortgage Association (FNMA), and their requirements thereto as set forth in Sections 501-504, FNMA Lending Guide, are adopted herein as reference. Any insurance coverage with respect to the Common Area or otherwise shall be written in the name of, and the proceeds thereof, shall be payable to the HOA. Insurance proceeds shall be used by the HOA for the repair or replacement of the property for which the insurance was carried. Premiums for all such insurance carried by the HOA are Common Expenses included in the assessments made by the HOA.
- B. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area improvements, the HOA shall repair or replace same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the cost of repair or replacement of the property damaged or destroyed, the HOA may make a special assessment against all Members to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other assessments levied on the Members.
- C. Other Insurance. The HOA shall also maintain and pay for insurance policies or bonds that are appropriate for the protection and benefit of the HOA, members of the HOA Board and any standing committee, tenants or guests, including, but without limitation, workers compensation, malicious mischief, and performance of fidelity bonds.
- D. Review of Policies. All insurance policies shall be reviewed at least bi-annually by the HOA Board in order to ascertain whether the coverage contained in the policy is sufficient to make any necessary repairs or replacement of property which may be damaged or destroyed, or is adequate for protection and benefit of the HOA and its Members.
- E. Hazard, Flood, Homeowners, and Fire Insurance. Each Member shall obtain and maintain in effect fire and appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the residence and other improvements on the Member's Lot(s).

F. Obligation to Repair and Restore.

1. Subject only to the rights of an institutional holder of the First Mortgage lien on the damaged Lot, insurance proceeds from any insurance policy covering a Lot shall be first applied to the repair, restoration, or replacement of such residence. Each Member shall be responsible for the repair, restoration, or replacement of each residence owned by such Member pursuant to the terms hereof. Any such repair, restoration or replacement shall (subject to advances and changes in construction techniques and materials generally used in construction and in currently generally accepted design criteria) be generally harmonious with the other Oakleigh residences, and reconstruction must be consistent with plans approved by the HOA Board following review and recommendations of the ARC. Such repair and restoration will be commenced as soon as possible.
2. If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a residence or improvement, the Member shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration or replacement.

- G. Association Rights. If any Owner fails to obtain the insurance required in this article, or fails to pay the premiums thereof, when and as required, or fails to otherwise perform the obligations of a Member under this article, the HOA may (but shall not be obligated to in any manner) obtain such insurance, make such payments for any such Member, and/or perform such obligations, and add the cost of such payments or performance, as a special assessment, to the assessments of such Member and enforce the payment of the assessment as outlined ARTICLE IV, Section F and G.

ARTICLE VII

EXTERIOR MAINTENANCE

- A. Maintenance of, repairs to and replacements to the Common Areas shall be the responsibility of and shall be furnished by the HOA. The cost of maintenance of, repairs to and replacements to the Common Areas shall be part of the common expenses, subject to the By-Laws of the HOA. If, due to the act or neglect of a Member, or his/her agent, servant, tenant, family member, invitee, licensee, or household pet, damage shall be caused to the Common Areas, to the sidewalks, or to a Lot of another Member, for which maintenance, repair or replacement are required which would otherwise be a common expense, then such Member shall pay for such damage or such maintenance, repair and replacements, as may be determined by the HOA, to the extent not covered by the HOA's insurance or sufficient proceeds are not collected from the insurance carrier or to the extent any such claim raises insurance premiums.

In addition to the utility and maintenance easements as may appear on the plat, the authorized representatives of the HOA, HOA Board or of the Managing Agent with approval of the HOA Board shall be entitled to reasonable access to the individual Lots as may be required in connection with the preservation of any individual Lot in the event of an emergency, or in connection with maintenance of, repairs to or replacements to the Common Areas or any equipment, facilities or fixtures affecting or serving other Lots and the Common Areas or to make any alteration required by any governmental authority.

- B. Each Member must maintain and repair a mailbox of uniform design and placement as is currently standard and in place in the neighborhood at his/her expense. The HOA Board and/or Management Company can be contacted for the name and number of a qualified repair service if damage has occurred and repair or replacement is needed.
- C. Each Member is responsible for all exterior maintenance on his/her Lot(s). Each Member shall repair, maintain or replace all exteriors on any building in a timely manner to maintain an attractive appearance to the structure. If any major changes to the exteriors of any building are contemplated, including painting, the Member will comply with the architectural approval process described in Article V. Additionally, all landscaping, plantings, driveways, walks, yards shall be maintained in a neat and orderly condition and in a good state of repair and maintenance. The sidewalks in the Oakleigh subdivision are the responsibility of the City of Murfreesboro Department of Streets. Any damaged/dangerous areas of the sidewalk should be reported to the HOA Board and/or current Management Company and/or the City of Murfreesboro Department of Streets, insomuch as that damage was not caused by the Member, or his/her agent, servant, tenant, family member, invitee, or licensee as is covered in Section A above.

ARTICLE VIII

USE RESTRICTION/LOT USAGE

The following restrictions are in addition to the restrictions and conditions on Lot usages aforementioned

- 1. No Lot may be used for any purpose except for the construction and maintenance of a residential building, and no such residential structure on any such Lot shall be designed, constructed or used for more than one family.
- 2. No Lot shall be re-subdivided, but shall remain as shown on the original and twice amended recorded plat. Any additional land annexed to the subdivision pursuant to Article II, Section D – 1 shall be under this same restriction. It is permissible, however, for one residence to be constructed on more than one Lot. A slight variance in the property lines may be made by adjacent Members, but not for the purpose of subdividing into more Lots.
- 3. No noxious or offensive operations shall be conducted or maintained on any Lot and nothing shall be constructed, reconstructed or kept on any Lot, or Common Areas or roads and sidewalks, which may constitute an annoyance or nuisance to the subdivision.
- 4. No animals or livestock of any kind shall be allowed or maintained on any Lot, except that domestic pets may be kept, provided that they are not kept for commercial purposes. No poultry of any kind or description shall be allowed or maintained on any Lot for any purpose at any time.
- 5. No trailer, recreational vehicle, tent, garage, barn or other outbuilding shall be erected or used as a permanent residence, nor as a temporary residence without the specific approval of the HOA Board.
- 6. No sign of any kind shall be displayed on any Lot except one (1) non-illuminated sign of not more than six (6) square feet advertising the property for sale or rent, save for as follows. As per state law, political signage may be placed temporarily on a Lot, but only in the thirty (30) days immediately preceding the election date, and which signage must be removed within three (3) days following the

election date. Temporary 'sentimental' signage (ie. birthday wishes, birth announcement, etc.) are allowed but should be removed within forty-eight (48) hours from placement. Congratulatory graduate signage may be displayed for the month of May. No signs for business advertisement are allowed.

7. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers as provided by the Murfreesboro Sanitation Department, and all such containers shall be kept in a neat, clean, and sanitary condition. The containers will be taken to the street no sooner than the day prior to scheduled pick-up and will be removed from the street no later than the day after scheduled pick-up.
8. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Common Areas or Lots/Residences nor any part thereof; and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof, shall be observed.
9. Commercial Businesses. No commercial business may be maintained on the Common Areas or Lots.
10. Alterations. Nothing shall be altered or constructed in or removed from the Common Areas, nor shall the landscaping in the Common Areas be altered or disturbed in the Common Areas without the approval of the HOA Board.
11. Rules of the Common Areas. The HOA Board is authorized to adopt Rules and Regulations for the use of the Common Areas, and such rules shall be furnished in writing to the Members. All such use of the Common Areas shall be subject to said rules as adopted.
12. Driveways. As all driveways in the subdivision have been installed, any change to an existing driveway with regards to reconstruction, will pass through the architectural review process as outlined in Article II, Section D. In no event shall a driveway be unfinished or paved with asphalt. During any phase of reconstruction, remodeling or renovation, there shall be at least a temporary driveway of gravel material adequate to prevent mud tracking and unsightliness in the subdivision.
13. The minimum square feet of living area in any residence located on Estate Lots shall be 4,000 square feet, exclusive of garages, porches, terraces, etc. The minimum square feet of living area on all ground floors of residences on Estate Lots shall be 2,200 square feet. The minimum square feet of living area in any residence on all Lots other than Estate Lots shall be 2,800 square feet exclusive of garages, porches, terraces, etc. The minimum square feet of living area on all ground floors on all Lots other than Estate Lots shall be 1,500 square feet.
14. Dwellings of masonry exterior finish with said masonry extending to grade level are encouraged; however, the HOA Board following the review and recommendations of the ARC may allow other exterior finishes as they may determine in its sole and absolute discretion.
15. Single story residences shall have a minimum roof pitch of 8 and 12, and 1 ½ and 2 story residences shall have a minimum roof pitch of 6 and 12, unless otherwise permitted by the HOA Board following the review and recommendations of the ARC.
16. All garages shall enter from the side and rear (except where prior authorization has been given prior to construction of the residence, and where this requirement was waived at the time due to the shape of the Lot and/or the design of the residence requiring a variance be given, provided, that if the requirement was waived, that the garage door must be of the highest esthetic quality and design

and must be maintained as such in perpetuity, and that the Member shall be required to install and maintain an operational garage door opener), and all garage doors shall remain closed, except for actual ingress or egress therein. Detached garages shall conform to the same construction materials and design of the residence, constructed with a minimum square footage of 400 square feet, and with expressed approval of the HOA Board after the review of the recommendations of the ARC.

17. Pre-assembled structures for residential purposes shall not be permitted, even though said structure may meet all minimum square footage and other requirements.
18. No building shall be constructed or maintained on any Lot (i) in any reserved drainage utility or landscape easement area; or (ii) closer to the street than the setback line as shown on the recorded plat; PROVIDED, HOWEVER, unenclosed porches, either covered or uncovered, bay windows, steps, or terraces shall be permitted to extend across the setback lines; PROVIDED, FURTHER, HOWEVER, that the main structure does not violate the setback line.
19. Fences.
 - A. The only fences which shall be permitted on Lots shall be those erected with the expressed approval of the HOA Board after the review of the recommendations of the ARC, which is charged to ensure that said fences conform to the general character and atmosphere of the subdivision. Under no circumstances will chain link fences be permitted. The HOA Board after the review of the recommendations of the ARC may require, as a condition of approval, the use of hedges or other greenery/landscaping as a screening for the fence. All fences must be maintained in good repair, and Members agree to abide by reasonable requests for repairs and maintenance as may be made by the HOA Board.
 - B. On all Lots except corner Lots, no fence shall be permitted between the front building or setback lines and the street. On all corner Lots, no fence shall be permitted between either building or setback line and either street. In the event a Member incorporates any utility, landscape or drainage easement shown on the recorded plat within the boundaries of a fence, the inclusion of this area shall be done in such a manner so as not to interfere with any drainage or other use of said easement.
20. Estate Lot yards shall be maintained in such a manner so that at no time shall the grass in the flood plain exceed twelve (12) inches in height.
21. No dwelling/addition shall be constructed on any Lot closer than twelve and one-half (12 ½) feet to either side of a Lot line, unless a variance is expressly granted by the HOA Board after the review of the recommendations of the ARC.
22. No Member may construct or place any outbuilding, clothes line, solar panel, fence or any other structure, pen or enclosure, on the Lot without the prior expressed approval of the HOA Board following the review of the recommendations of the ARC. Satellite dishes for wireless cable television or high speed internet access may not be prohibited by the HOA according to the Rules and Regulations of the Federal Communication Commission, but said satellite dishes shall not exceed twelve (12) inches in diameter and will be placed in the rear of the Member's Lot as long as adequate reception can be achieved in this location.

23. Repair of Vehicles. No vehicle of any type shall be parked on a Lot or in the vicinity of any residence, street, or the Common Areas for purposes of accomplishing repairs thereto. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being repaired.
24. Recreational vehicles. There shall be no prolonged (greater than forty-eight {>48} hours) outside parking of recreational vehicles, including, but not limited to, camping trailers, motor homes, boats, ATVs, Golf Carts, Motorcycles on any Lot, street or Common Areas.
25. No residential foundation shall be of slab construction unless a variance is granted by the HOA Board after the review of the recommendations of the ARC.
26. The HOA shall sponsor a yearly subdivision wide Yard Sale, date to be determined by the HOA Board. Individual Yard Sales are prohibited.

ARTICLE IX

EASEMENTS, ENCROACHMENTS, COMMON AREAS

- A. An Easement on all Lots is hereby reserved for installation and maintenance of utilities within the twenty (20) foot area as shown on the recorded plat of the Oakleigh subdivision.
- B. Sidewalks. The sidewalks in the subdivision are the property of the City of Murfreesboro, and therefore maintenance and routine repair are under the control of the City of Murfreesboro, Street Department. Any issues with sidewalks should be relayed to the HOA Board and/or the current Management Company and/or the City of Murfreesboro Department of Streets. Be that as it may, the area from the edge of the street to the Lot line shall be maintained by the Member as if said Member's Lot hypothetically extended to the edge of the street. Thus, all grass area within the hypothetically extended area of the Lot shall be neatly maintained and the sidewalk shall be kept clean and unobstructed. If through action or neglect, there is damage to the sidewalk deemed the fault of the Member, actions will be taken pursuant to those outlined in Article VII, Section A. For maintenance, repair or replacement of the sidewalk, there is hereby reserved an easement on each Lot of twenty (20) feet in depth, adjacent and parallel with the sidewalk. The specifications and construction of sidewalks shall be those standard specifications of the City of Murfreesboro. The HOA has the right to alter the location of any sidewalk, even if the alteration encroaches on a Lot, for the purpose of saving trees that may be in the path of the sidewalk.
- C. Easements for Utilities. Easements for installation of utilities and drainage facilities are reserved as shown on the recorded plat and as set forth herein or as required by later amendments. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may 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 and easements.
- D. Common Areas. The Common Areas have been conveyed to the HOA in fee simple for the use, enjoyment, and convenience of all Members. Each Member is hereby declared to have, subject to these Restrictive Covenants and Conditions, a non-exclusive easement over all the Common Areas for the benefit of such Member, their families, guests, invitees and contract purchasers, for

recreation and other appropriate intended purposes and uses and without limiting the generality of the foregoing, for ingress and egress over and through the Common Areas, subject to the right of the HOA to adopt reasonable Rules and Regulations for such use. In furtherance of the establishment of this easement, the individual grant deeds and mortgages to each Member may, but shall not be required to, set forth the foregoing easement. Except as otherwise provided for by these Restrictive Covenants and Conditions, the Common Areas may be alienated, released, transferred, or otherwise encumbered only with the written approval of all Members and each holder of a First Mortgage on any Lot.

- E. HOA Functions. There is hereby reserved to the HOA, or the duly authorized agents, representatives and managers of the HOA, such easements as are necessary to perform the duties and obligations of the HOA as are set forth in these Restrictive Covenants and Condition and any other Oakleigh documents.
- F. Ingress and Egress. In addition, there is reserved for the use and benefit of any adjoining property that has been added as a new section to the Oakleigh subdivision or is intended to be added as a new section, a right of ingress and egress over the streets, a right to attach to and use sewer and utility easements and such other easements as may be necessary to develop said property.
- G. Covenants Running with Land. Each of the easements provided for in these Restrictive Covenants and Conditions shall be deemed to have been established upon the recordation of these Restrictive Covenants and Conditions, and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots, and Common Areas as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Property which is the subject of these Restrictive Covenants and Conditions.
- H. Utility Easements, Duties and Rights. The rights and duties of the Members with respect to sanitary sewers and water, electricity, television cables, gas and telephone, shall be governed by the following:
 - 1. Whenever sanitary sewer house connection and/or water house connections or electricity, gas or telephone lines are installed within the Property, which connections or any portion thereof lie in or upon Lots owned by others, then the Member served by said connections, shall have the right, and hereby granted an easement to the full extent necessary therefor, to enter upon said Lots or to have the utility company enter upon the Lots within the Property in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when the same may be necessary.
 - 2. When sanitary sewer house connections and/or water house connections or electricity, television cables, gas or telephone lines are installed within the Property, which connections serve more than one (1) Lot, the Member served by said connections shall be entitled to full use and enjoyment of such portions of said connections as service his/her Lot.

ARTICLE X

GENERAL PROVISIONS

- A. Enforcement. The HOA or any Member shall have the right to enforce, by any proceeding at law or in equity, the restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by these Restrictive Covenants and Conditions. The expense of enforcement shall be chargeable to the Member violating the provisions hereof and constitute a lien on his/her Lot, collectable in the same manner as a general assessment. Failure by the HOA or any Member to enforce any covenant or restriction herein contained shall in no event constitute a waiver of the right to do so thereafter. Any Member shall likewise have a right of action against the HOA for failure to comply with its duties.
- B. Severability. Invalidation of any one of the covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.
- C. Amendment. The covenants and restrictions of these Restrictive Covenants and Conditions shall run with and bind the land for a term of thirty (30) years from the date of the original Declaration (September 1st, 1998), after which time they shall be automatically extended for successive periods of ten (10) years. The Restrictive Covenants and Conditions may be amended by an instrument of record approved by a majority vote of the HOA Members, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be properly recorded to be valid.

ARTICLE XI

RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS

The holder, insurer or guarantor of the First Mortgage on any Lot shall be given notification in writing by the HOA upon its sending to the HOA a written request stating its name, address and address of the Lot it has the mortgage on, of any of the following actions: Any condemnation or casualty loss that affects either a material portion of the Lot securing its mortgage; any sixty (60) day delinquency in the payment of assessment or charges owed by the Member on whose Lot it holds a mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the HOA.

Notwithstanding anything to the contrary contained in these Restrictive Covenants and Conditions, the HOA reserves the right to make any modifications, amendments and changes necessary in the HOA documents to conform to FNMA, FHLMC, and VA requirements and guidelines.

First Amendment – Recorded June 9, 2000 – Book 9, Page 1672

Result of amendment – annexation of Oakleigh Section V into subdivision

No change needed

Second Amendment – Recorded March 8, 2001 – Book 51, Page 1182

Result of amendment – Exempted developer (MH Real Estate Group, LLC) from being levied assessments and costs, as well as a lower assessment to builders constructing homes for sale

No longer applicable and amendment should therefore be deleted

Third Amendment – Recorded February 8, 2002 – Book 133, Page 1608

Result of amendment – annexation of Oakleigh Section II into subdivision

No change needed