

**Atmadale**

**F A R M S**

**Declaration Of Covenants,  
Conditions and Restrictions**

FD 3870

This Instrument prepared  
by and Return to:

Melody W. Oliver, Attorney  
GLANKLER BROWN  
6000 Poplar Avenue, Suite 200  
Memphis, Tennessee 38119

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ALMADALE FARMS P.D.

THIS DECLARATION is made, published and declared this 26<sup>th</sup>  
day of JUNE, 1995, by ALMADALE FARMS, a Tennessee general  
partnership, with offices at 2140 Houston Levee Road, Germantown,  
Tennessee, 38139, a Tennessee corporation (the "Declarant" or  
"Developer") and any and all persons, firms or corporations  
hereinafter acquiring any of the within described property:

WHEREAS, the Declarant is the fee simple owner of a certain  
tract of real property in Shelby County, Tennessee, which property  
is more particularly described in Exhibit "A" attached hereto (the  
"Property"); and

WHEREAS, the Developer has caused to be prepared a plan for  
the development of the Property, to be known as "Almadale Farms  
P.D." into residential lots, together with certain common areas  
for the use, benefit and enjoyment of the owners of the lots in  
common with each other; and

WHEREAS, the Developer has caused a plat of the Property to  
be filed in Plat Book 151, Page 38, in the Register's Office of  
Shelby County, Tennessee ("Plat"); and

WHEREAS, it is to the benefit, interest and advantage of the  
Declarant, the Lot Owners, and of each and every person or other  
entity hereafter acquiring any interest in the Property that  
certain covenants, restrictions, easements, assessments and liens  
governing and regulating the use and occupancy of the same be  
established, fixed, set forth and declared as covenants running  
with the land;

NOW, THEREFORE, in consideration of the premises, the  
Declarant does hereby publish and declare that all or any portion  
of the Property described in Exhibit "A" is held and shall be  
held, conveyed, hypothecated, encumbered, leased, rented, used,  
occupied and improved subject to the following covenants,  
conditions, restrictions, uses, limitations and obligations (and

subject to all easements, conditions, restrictions, etc., as set out in the Plat, Exhibit "B"), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.  
DEFINITIONS

The following words when used in this Declaration shall have the following meaning:

Section 1. "Association" shall mean and refer to Almadale Farms Homeowners Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are attached hereto marked Exhibits "C" and "D", respectively, and made a part hereof.

Section 2. "Declarant" shall mean Almadale Farms, a Tennessee general partnership, with offices at 2140 Houston Levee Road, Germantown, Tennessee, 38139, its successors and assigns. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.

Section 3. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, and any supplementary declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

Section 4. "Lot" shall mean and refer to the plots of land designated with Numbers 1 through 63, inclusive, as shown on Exhibit "B" attached hereto. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the Owner of all of said Lots, save and except only those particular Lots which Declarant conveys in fee simple title by recordable deed from and after the date hereof. Ownership of a Lot hereunder shall include an undivided pro rata interest in the Common Area owned by the Association.

Section 5. "Member" shall mean and refer to every Person who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of 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, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

Section 7. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 8. "Property" or "Properties" shall mean that real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 9. "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Members of the Association.

Section 10. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot. In the event that, by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefitted.

## ARTICLE II. PROPERTY

Section 1. Property Subject to Declaration. That certain real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration located in Shelby County, Tennessee, and which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Section 2. Sewers and Drainage. The sewers and drainage within Almadale Farms P.D. are, and shall remain, public roads, sewers and drainage, and have been dedicated to the City of Collierville, or the appropriate governmental body.

ARTICLE III.  
THE ASSOCIATION

Section 1. Members. Every Person, as defined, who is a record Owner of a fee or undivided fee interest of any Lot within the Property shall be a Member of the Association, as defined, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within Almadale Farms P.D. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights. The voting rights of the membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned, except the Developer, which shall be entitled to three (3) votes for each Lot owned by it. After the expiration of four (4) years from the date of the conveyance of the first Lot from Developer to the purchaser, Developer shall only be entitled to one (1) vote for each Lot still owned by it.

Section 3. Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as Owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

Section 4. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of the Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy (provided a quorum exists), shall decide any question brought before such meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or this Declaration, or of the Bylaws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any such meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the Members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be

more than sixty (60) days delinquent in any payment due the Association.

Section 5. Proxies. A Member may appoint any other Member or the Developer or any other person permitted by law or by the Bylaws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the Association's Bylaws.

Section 6. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one percent (51%) of the total votes entitled to be cast shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

#### ARTICLE IV. PROPERTY RIGHTS

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

(a) The right of the Association to suspend any enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(b) The right of the Association to provide for and establish easements and rights-of-ways on all streets, and to regulate parking, and motorized and non-motorized vehicular traffic within Almadale Farms P.D.:

(c) The right of the Association, in accordance with its Charter and Bylaws, to borrow money for the purpose of improving the Common Area which the Association is to maintain;

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer or mortgage shall be effective

unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes hereof has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.

(e) No conveyance or encumbrance of the Common Area shall prevent any Lot Owner from using the Common Area for ingress and egress to his Lot.

(f) The rights of the Association to promulgate reasonable rules, regulations and fees concerning the use of the Common Area in Almadale Farms P.D.

Section 2. Additional Building. No additional buildings for permanent occupancy shall be constructed on the Common Area. This shall not prohibit the easements described above.

ARTICLE V.  
MAINTENANCE AND REPAIR

Section 1. Association Responsibilities. The Association shall provide and pay for all maintenance and expenses for the Common Area; the construction and maintenance of the subdivision monuments and fence, if any; and the landscaping of the Common Area. The Association may also contract for the maintenance of the individual yards on each Lot in Almadale Farms P.D. The real property taxes on the Common Area, if any, shall also be paid for by the Association.

Section 2. Individual Lot Owners.

(a) Interior Maintenance. Each Owner of a Lot shall be responsible for all interior maintenance, painting, repairs and upkeep on his Lot and the improvements thereon.

(b) Exterior maintenance. As shown on Exhibit "B" attached hereto, there will be sixty-three (63) residential Lots. In order to retain the appearance of the development, no exterior maintenance, repairs or replacements which substantially alter the exterior appearance of a Lot shall be commenced for the improvement of an individual Lot unless permission is obtained from the Architectural Control Committee, as hereinafter defined.

In the event an Owner of any Lot in the Property shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, or restore the Lot and the exterior of the building and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI.  
ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) emergency assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, special and emergency assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (hereinafter sometimes referred to as "assessments" or "carrying charges") equal to the Member's



proportionate share (1/63rd) of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

(a) The cost of all operating expenses of the Association and services furnished, including charges by the Association for its facilities, if any; and

(b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(c) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and

(d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or reserve for replacements; and

(e) The estimated cost of repairs, maintenance and replacements of the subdivision monuments and fence, if any and landscaping in the Common Areas and any other item the Association may be responsible for; and

(f) The cost of yard maintenance should the Association elect to contract for every Lot.

Except as provided in Section 11 of this Article VI, the Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but may do so at more frequent intervals should circumstances so require as provided in the Bylaws. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a letter signed by an officer of the Association setting forth whether the assessment on a specific Lot has been paid.

Section 3. Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider

necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the appropriate Members shall be sent to all Members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting.

Section 4. Emergency Assessments. In the event of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount payable at such time as the Board of Directors, in its sole discretion, shall deem necessary.

Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of this Declaration. Such assessment shall be borne pro rata by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment is made in good faith.

Section 5. Non-Payment of Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. To evidence the lien of any unpaid and delinquent assessments, the Board of Directors shall prepare a written notice setting out the amount of the unpaid indebtedness, the name of the Owner of the Lot, and description of the Lot. Said notice shall be signed by a member of the Board and recorded in the Shelby County Register's Office. The personal obligation of the Member to pay such assessment shall, however, remain his personal obligation for the statutory period, and a suit to recover a money judgment for non-payment of any assessment levied pursuant to this Declaration or the Bylaws, or of any installment thereof, may be maintained without foreclosing or waiving the lien created herein.

Any assessment levied pursuant to this Declaration or any installment thereof, which is not paid within ten (10) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action at law against the

Member personally obligated to pay the same or foreclose the lien against the Lot or Lots subject to prior mortgages or deeds of trust upon the Lot or Lots, then belonging to said Member; in either of which events, the Association may collect from the said Member interest, costs and reasonable attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

For the purpose of enforcing the lien of any unpaid and delinquent assessment, each Lot Owner grants the Board of Directors of the Association irrevocably the power to sell his Lot at public outcry to the highest and best bidder for cash. The Board of Directors is authorized to make such a public sale if and only if such sale is made subordinate to any prior recorded mortgage or deed of trust upon the Lot. The Association is hereby authorized to take any and all courses of action available to them for collection of the assessment which the laws of the State of Tennessee allow. Any such sale shall be made after first advertising the sale of said property for twenty-one (21) days by three (3) weekly publications in some newspaper in the County of Shelby, State of Tennessee, giving notice of the time and place of such sale and by written notice of the time and place of such sale to the Owner of the Lot at his last known address. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, including the statutory right of redemption, homestead, and dower and all other exemptions, all of which are expressly waived by the Lot Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and prior recorded mortgages or deeds of trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of expenses of protecting the Property and the expenses of litigation, attorneys' fees, and sales commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any prior recorded mortgages or deeds of trust (unless sold subject to said mortgage or deed of trust); and third, to the payment of all amounts due the Association under the terms of the Declaration and Bylaws; and the balance, if any, to the Lot Owner whose Lot is sold, and his assigns. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issues, and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as a mortgagee entering into possession following default. The Association may enforce its lien by whatever means available, including the power of sale granted herein or filing

suit for foreclosure in the appropriate court.

All rights, remedies, and privileges granted to the Board of Directors or a Lot Owner, pursuant to any terms, provisions and covenants or conditions of the Declaration and Bylaws shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by the Declaration and Bylaws or at law or in equity.

The Association may notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to this Declaration becomes delinquent for a period in excess of sixty (60) days and in any other case where the Owner of such Lot is in default with respect to the performance of any other obligation hereunder for a period in excess of ninety (90) days.

Section 6. Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 7. Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgements or charges of whatever nature, except as follows:

(a) General and special assessments for real estate taxes on a Lot; and

(b) The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereon or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said liens were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

Section 8. Subordination and Mortgage Protection. NOTWITHSTANDING any other provisions hereof to the contrary, the lien of any assessment levied pursuant to this Declaration upon any Lot shall be subordinate to and shall in no way affect the rights of the holder of any indebtedness secured by any recorded first mortgage (meaning a mortgage with priority over other mortgages) upon such interest made in good faith and for value

received, provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure or any other proceeding in lieu of foreclosure. Any such delinquent assessments which are extinguished pursuant to the foregoing provisions may be reallocated and assessed to all Owners as a common expense, including the purchaser at foreclosure. Such sale or transfer shall not relieve the purchaser at such sale of the Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment which said lien, if any, claimed shall have the same effect and be enforced in the same manner as provided herein.

No amendment to this Section shall affect the rights of the holder of any such mortgage (or the indebtedness secured thereby) recorded prior to recordation of such amendment unless the holder thereof shall join in the execution of such amendment.

Section 9. Additional Default. Any recorded first mortgage secured by a Lot in Almadale Farms P.D., may provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby), but the failure to include such a provision in any such mortgage shall not affect the validity or priority thereof, and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 8 of this Article shall not be altered, modified, or diminished by reason of such failure.

Section 10. Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 11. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots upon written notification by Declarant or its agent. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Until December 31, 1996, the maximum assessment shall be Twenty-Five and No/100 Dollars (\$25.00) per Lot per month. Until December 31, 1996, the Declarant shall have the sole authority to determine whether an assessment shall be levied. After December 31, 1996, the assessment shall be fixed by the Board of Directors as set out in Section 2 of this Article VI.

ARTICLE VII.  
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An "Architectural Control Committee" is hereby established. The initial committee shall consist of three (3) persons appointed by Declarant. The three individuals appointed by Declarant to serve on the Architectural Control Committee are:

David P. Halle, Jr.  
Reggie Garner  
Palmer Albertine

These three individuals shall serve for a period of four (4) years, or until they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of four (4) years from the date hereof, or the earlier resignation of the appointees, the Board of Directors of the Association shall then appoint the Architectural Control Committee, which shall be composed of three (3) or more individual Lot Owners. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. With the exception of Developer, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within Almadale Farms P.D., nor shall any existing structure, fence or barrier upon any Lots be altered in any way which substantially changes the exterior appearance (which includes but is not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any changes in landscaping, without the written consent of the Architectural Control Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Control Committee.

The Architectural Control Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots including, without limitation the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Control Committee at any time and no inclusion in or omission from or amendment of any

such rule or statement shall be deemed to bind the Architectural Control Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Architectural Control Committee's discretion as to any such matter, but no change of policy shall affect the finality of any Lot of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by the Architectural Control Committee in its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the Architectural Control Committee any such structure, fence or barrier so altered, erected, placed or maintain upon any Lot in violation hereof shall be removed or realtered, and such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot upon which such violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Office of the Register of Shelby County, Tennessee.



Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed and stating that the plans and specifications, location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owners of such Lot. Any letter of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such letter shall be conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any agent of Developer or of the Architectural Control Committee may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structure thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful acts by reason of such entry or inspection.

The Association or any Owner of any Lot contained within Almadale Farms P.D. shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request to the Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

ARTICLE VIII.  
RESTRICTIVE COVENANTS

Section 1. Residential Use. Lots 1 through 63, inclusive, shall not be used except for private residential purposes.

Section 2. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within Almadale Farms P.D. and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

(a) Said property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from other locations onto said Property, and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of said Property at any time as a residence, either temporarily or permanently.

(b) Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat attached hereto as Exhibit "B".

(c) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for the Declarant to maintain, during the period of the sale of said Lots, upon such portion of the premises as Declarant deems necessary, such facilities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including, but without limitation, a business office, storage area, construction yard, signs, model units, and sales office.

(d) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose.

(e) No advertising signs (except one (1) of not more than six (6) square feet "for rent" or "for sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor

shall said Property be used in any way or for any purposes which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboard or the construction and maintenance of buildings, if any, of Declarant, its agents, and assigns during the development and sales period of Lots in Almadale Farms P.D.

(f) All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of the private drives and street. All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

(g) Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas of any sort shall be placed, allowed, or maintained upon any portion of the improvements located upon the Property nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

(h) No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

(i) No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the streets.

(j) Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. Developer, at its option and its discretion, may mow and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

(k) No owner or owners shall allow garage doors to remain open for more than a reasonable time for vehicles entering or exiting to the garage and or reasonable periods for yard and residence maintenance.

(l) No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within Almadale Farms P.D.

(m) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.

(n) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the Bylaws authorized to adopt such rules.

ARTICLE IX.  
COMMON EASEMENTS

Section 1. Easement of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting or Improvements constructed, reconstructed or altered thereon.

Section 2. Easement for Utilities, Etc. Declarant hereby reserves for itself and its designees (including without limitation, the City of Collierville, County of Shelby or any utility) blanket easements upon, across, over and under all of the Common Area and to the extent shown on any plat over the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of

the Property described on Exhibit "A".

Lots 43-50, inclusive, are further subject to an easement to allow the Declarant and/or the Association ingress and egress over said Lots to construct, maintain, repair or replace the fence to be built on those Lots.

ARTICLE X.  
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar (\$1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar (\$1,000,000.00) limit per occurrence, and a Thirty Thousand Dollar (\$30,000.00) minimum property damage limit.

Premiums for all insurance on the Common Area shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost of the improvements. The deductible shall be paid by the party who would be responsible for the repair in the absence of insurance.

Cost of insurance coverage obtained by the Association for the Common Area and other improvements for which the Association is responsible shall be included as an Assessment as defined in Article VI.

The Association's Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) That no policy may be cancelled, invalidated, or

suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;

(iv) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(v) that no policy may be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association.

Section 2. Individual Insurance - Repair and Reconstruction. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each individual Owner shall carry blanket all-risk casualty insurance on the Lot and structures constructed thereon for full replacement cost. In the event of damage or destruction by fire or other casualty, the Owner shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damage or destroyed portions of the improvements in a workmanlike manner in conformance with the original plans and specifications of the building (including landscaping). In the event the Owner refuses or fails to so repair or rebuild any and all such damage to his improvements within thirty (30) days, the Association, by and through its Board of Directors, is hereby authorized by such Owner to repair and rebuild the improvements in a good and workmanlike manner in conformity with the original plans and specifications. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association will have a lien securing the payment of same identical to that provided for in Article VI, securing the payment of said sums expended and subject to the power of sale and

foreclosure as set forth in said Article.

The individual Owners shall make every reasonable effort to secure insurance policies that will provide for a waiver of subrogation by the insurer as to any claims against the Association, other Lot Owners, and their respective tenants, servants, agents and guests.

The individual Owners shall furnish a certificate of insurance to the Association or its manager.

ARTICLE XII  
MORTGAGEE'S RIGHTS

Upon request, the Association shall make available to any Lot Owner and lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Bylaws, and other rules concerning the affairs and management of Almadale Farms P.D., and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

Upon request, the Association shall furnish to any holder of a first mortgage a financial statement for the Association's immediately preceding fiscal year.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) any condemnation or casualty loss that affects either a material portion of the project or the Lot securing its mortgage;

(b) any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;

(c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;

(d) any proposed act that required the consent of a specified percentage of mortgage holders.

The consent of at least sixty-seven percent (67%) of the votes and the consent of the Declarant, as long as it owns any

land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least sixty-seven percent (67%) of the votes subject to a mortgage appertain, shall be required to terminate the Association.

The consent of at least sixty-seven percent (67%) of the votes and of the Declarant, as long as it owns any land subject to this Declaration, and the approval of eligible holders of first mortgages on individual Lots to which at least fifty-one percent (51%) of the votes subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration, Bylaws, or Charter of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (i) voting; (ii) assessments, assessment liens, not including a subordination of said lien; (iii) reserves for maintenance, repairs, and replacement of the Common Area; (iv) insurance or fidelity bond; (v) rights to use of the Common Area; (vi) responsibility for maintenance and repair of the Property; (vii) boundaries of any residential Lot; (viii) imposition of any right of first refusal or similar restrictions of the right of any Owner to sell, transfer or otherwise convey his Lot; (ix) any provisions included in the Declaration, Bylaws, and Charter of Incorporation which are for the express benefit of the holders, guarantors or insurers of first mortgages on residential units, which provisions do not set out a required number of votes to amend the particular provision.

### ARTICLE XIII GENERAL PROVISIONS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than sixty-seven percent (67%) of the votes of the membership at any time. Any amendment must be properly recorded to be effective. During the first three (3) years from the date of the recording of this Declaration, any amendment must also be approved by the Declarant.

NOTWITHSTANDING ANYTHING HERETIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF THREE (3) YEARS



FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF ALMADALE FARMS P.D.

Section 2. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Member to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collective in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

#### ARTICLE XIV RIGHT TO EXPAND

The right is reserved to Declarant, without the necessity of approval or permission from any party, to expand the Property in one or more increments to a total not to exceed three hundred forty six (346) Lots. The size of such additional lots and the

size, style and other characteristics of the improvements located on such additional lots, may not be the same as the original Lots and improvements thereon.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be signed by the officer duly authorized so to do as of the day and year first above written.

ALMADALE FARMS, a Tennessee general partnership

By: \_\_\_\_\_  
David P. Halle, Jr., managing general partner

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared David P. Halle, Jr., with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the managing general partner of ALMADALE FARMS, a Tennessee general partnership, the within named bargainor, and that he as such managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as such managing general partner, and he further acknowledged that he executed said instrument as the free act and deed of the partnership.

WITNESS my hand and Notarial Seal at office in said State and County this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Notary Public

My Commission Expires:

\_\_\_\_\_

JOINDER OF MORTGAGEE

National Bank of Commerce, herein called the mortgagee, the holder of a Deed of Trust on the property described on Exhibit "A" of the Declaration of Covenants, Conditions and Restrictions, which Deed of Trust is recorded under Register's Number \_\_\_\_\_, in the Register's Office of Shelby County, Tennessee, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions. Said Deed of Trust remains prior to any liens created by said Declaration of Covenants, Conditions and Restrictions.

National Bank of Commerce

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared \_\_\_\_\_, with whom I am personally acquainted, and who, upon oath, acknowledged h\_\_\_\_self to be the \_\_\_\_\_ of National Bank of Commerce, a national banking association, and that \_\_\_he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by subscribing the name of the bank by h\_\_\_\_self as such officer.

WITNESS my hand and Notarial Seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

EXHIBIT A

Lots 1-63, Phase 1, Almadale Farms P.D., as shown on plat of record in Plat Book 151, Page 38 in the Register's Office of Shelby County, Tennessee, to which plat reference is made.

EXHIBIT B

mw0131



**EXHIBIT C**  
**CHARTER**  
**OF**  
**ALMADALE FARMS**  
**HOMEOWNERS ASSOCIATION, INC.**

The undersigned person under the Tennessee Nonprofit Corporation Act, adopts the following charter for the above listed corporation:

1. The name of the corporation is Almadale Farms Homeowners Association, Inc.
2. This corporation is a mutual benefit corporation.
3. This corporation is not a religious corporation.
4. (a) The complete address of the corporation's initial registered office is 6000 Poplar Avenue, Suite 200, Memphis, Shelby County, Tennessee 38119.  
  
(b) The name of the initial registered agent, to be located at the address listed in 4(a), is Michael E. Hewgley.
5. The name and complete address of the incorporator is:  
  
Michael E. Hewgley  
6000 Poplar Avenue, Suite 200  
Memphis, Tennessee 38119
6. The complete address of the corporation's principal office is:  
  
2140 Houston Levee Road  
Germantown, Tennessee 38139
7. This corporation is a nonprofit corporation.
8. The corporation will have members.
9. The corporation may be dissolved with the assent given in writing and signed by not less than sixty-seven

percent (67%) of the members. Upon dissolution of the corporation, other than incident to a merger or consolidation, the assets of the corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes.

10. No director shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, except as otherwise provided in subparagraph (A), (B), and (C) of T.C.A. Section 48-52-102(b)(3). The foregoing shall not eliminate or limit the liability of a director for any action or omission occurring prior to the date when this paragraph becomes effective.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

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Michael E. Hewgley, Incorporator

**EXHIBIT D**

**BYLAWS**

**OF**

**Almadale Farms**

**Homeowners Association, Inc.**

ARTICLE I.

Section 1. Name. The name of this corporation is Almadale Farms Homeowners Association, Inc. Its principal place of business is 2140 Houston Levee Road, Germantown, Tennessee 38139. The corporation may have such other offices within or without the State of Tennessee as the Board of Directors or the Members may from time to time designate.

ARTICLE II.

Section 2. Applicability. These Bylaws and each provision thereof shall be applicable to all Lots and Members, as defined in the Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D., as shown on plat recorded in Plat Book 151, Page 38, in the Shelby County Register's Office.

ARTICLE III.

Section 1. Eligibility. The Owner or Owners of a Lot, who have become such in compliance with all of the requirements and conditions contained in the Declaration of Covenants, including these Bylaws, shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the Owner of each Lot which is unsold by it. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 2. Voting Rights. The Owner or Owners of a Lot shall be entitled to one (1) vote for each Lot owned at all meetings of the Association, except for the Declarant, which shall be entitled to three (3) votes for each Lot owned by it. After the expiration of four (4) years from the date of the conveyance of the first Lot from Declarant to the purchaser, Declarant shall only be entitled to one (1) vote for each Lot still owned by it. Where two or more persons own a Lot, the vote allocated to that Lot shall be cast by the one authorized by such two or more Owners, and in the event of

failure of such authorization, no vote shall be recorded for that Lot. Where only one of two or more Owners of a Lot is present in person at a meeting, such one shall be presumed to be authorized by all Owners of said Lot and shall be entitled to cast the vote with respect for that Lot. Where one person or a group of persons owns more than one Lot, such person or group shall be entitled to cast one (1) vote for each Lot owned.

#### ARTICLE IV.

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or the place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meetings of the Members of the Association shall be held at 7:00 P.M. on the third Thursday in May of each year, beginning in 1997. At such meeting there shall be elected by secret written ballot of the Members a Board of Directors in accordance with the requirements of Section 5 of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of the total number of votes entitled to be cast on any issue proposed to be considered at the proposed special meeting having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the membership book of the Association, if any, or if no such address appears, at his last known place of address, at least ten (10) days but no more than two (2) months prior to such meeting. Service may also be accomplished by the delivery of any such notice to the Member at his last known address by deposit in the box or slot for the United States mail. Notice by either such method shall be considered as notice served. Attendance by a Member at any meeting of the Members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Members representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meeting. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question. The vote of Members representing a fifty-one percent (51%) majority of the total votes cast, in person or by proxy, provided a quorum exists, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Charter of Incorporation, or the Declaration, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. No Member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 8. Proxies. Any Member may appoint any other Member or the Developer or any other person permitted by law or by these Bylaws as his proxy. In no case may any Member (except the Developer) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by these Bylaws.

Section 9. Action Without Meeting. Whenever the vote of Members at a meeting thereof is required or permitted to take any action in accordance with any statute, the Declaration or these Bylaws, such meeting and vote may be dispensed with if all Members who would have been entitled to vote upon such action receive a written ballot from the Association. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approvals shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equal or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes

cast by ballot.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

In the case of a special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

#### ARTICLE V.

Section 1. Number of Qualification. The affairs of the Association shall be governed by the Board of Directors composed of at least three (3) persons and not more than seven (7) persons, a majority of whom (after the second annual meeting of Members) shall be Members of the Association.

Section 2. Initial Directors. The initial Directors shall be elected by the Developer and need not be Members of the Association. The names of the Directors who shall act as such from the date upon which the Declaration is recorded in the Register's Office of Shelby County, Tennessee, until the first annual meeting of the Members or until such time as their successors are duly chosen and qualified are as follows:

David P. Halle, Jr.  
Stephen J. Orians  
William T. Maxwell, Jr.

Section 3. Power and Duties. The Board of Directors shall have

the powers and duties necessary for the administration of the affairs of the Association and the residential planned development and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for:

(a) Care and upkeep of the utilities, the fence, the common area, and any other properties charged to the care of the Association, including establishing reserves for repairs or replacements.

(b) Establishment and collection of assessments and/or carrying charges from the Members and for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these Bylaws and the Declaration.

(c) Designation, hiring and/or dismissal of the personnel necessary for the good working order of Almadale Farms P.D., and to provide services for the community in a manner consistent with law and the provisions of these Bylaws and the Declaration.

(d) Promulgation and enforcement of such rules and regulations and such restrictions or requirements as may be deemed proper respecting the use, occupancy and maintenance of Almadale Farms P.D., all of which shall be consistent with law and the provisions of these Bylaws and Declaration.

(e) Election of an Architectural Control Committee.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 5. Election and Term of Office. The term of the

Directors named herein shall expire when their successors have been elected at the first annual meeting of Members and are duly qualified. At the first annual meeting of the Members, the Members shall determine the number of Directors consistent with these Bylaws, who shall constitute the Board of Directors to serve until the next annual meeting and until their successors have been elected and duly qualified. The term of office of each Director thereafter shall be for a period of one (1) year and until their successors shall have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the Members at the next annual meeting.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such propose, any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directors. After the first annual meeting of the Members, no remuneration shall be paid any Director who is also a Member of the Association for services performed for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 9. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall



be given to each Director, personally or by mail, telephone or telegraph, at least two (2) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on two (2) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the date, time and place (as hereinabove provided), but not necessarily the purpose, of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to take such action without a meeting. Such written consent or consents describing the action taken and signed by each Director shall be filed with the minutes of the proceedings of the Board of Directors. If all Directors consent to taking such action without a meeting, the affirmative vote of the number of Directors that would be necessary to take such action at a meeting is the act of the Board.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association's trust funds shall

furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE VI.

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of Members, the officers of the Association need not be Members of the Association. The Directors may appoint an assistant secretary and as assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. In the event he is also a member of the Board of Directors, he shall preside at all meetings of the Members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Association; he shall have custody of the seal of the Association, if any; he shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and he shall, in general,

perform all duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

## ARTICLE VII.

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding) if approved by the then Board of Directors of the Association to which he may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and Directors of the Association shall not be liable to the Members of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association of Almadale Farms P.D. (except to the extent that such officers or Directors may also be Owners of Lots within the subdivision), and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or Director of the Association or former officer or Director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the planned development. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Developer) in which one or more of the Directors of this Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at a meeting of the Board of

Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and

(b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he were not such Director or officer of such other corporation or not so interested.

#### ARTICLE VIII.

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, and operate the affairs of the Association and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein and elsewhere provided for, the following:

(a) The cost of such insurance as the Association may effect.

(b) The cost of providing such legal and accounting services as may be considered necessary to the operation of Almadale Farms P.D.

(c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the Members shall be deemed necessary or proper.

(d) The cost of the maintenance or repair on any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Area or to preserve the appearance or value of Almadale Farms P.D., or is otherwise in the interest of the general welfare of all Owners of

the Lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lot proposed to be maintained and provided, further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be sent promptly to the then Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner.

(e) All other items which are listed as responsibilities of the Association as found in the Declaration.

Section 2. Duty to Maintain. Except for maintenance requirements herein imposed upon the Association, the Owner of any Lot shall, at his own expense, maintain the interior and exterior of any improvements on his Lot, including all driveways and any and all equipment, and fixtures therein situate, and its other appurtenances, in good order, condition and repair, and in clean and sanitary condition, and shall do all redecorating, painting and the like which may at any time be necessary to maintain the good appearance of his Lot and appurtenances. All exterior maintenance is subject to approval of the Architectural Control Committee.

Section 3. Right of Entry. For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

#### ARTICLE IX.

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting Almadale Farms P.D., and its

administration and shall specify the maintenance and repair expenses incurred. That amount of any assessment required for payment of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-In-Surplus" account as a capital contribution by the Members.

Section 3. Reports. The Association shall furnish its Members, and the holder of first mortgages requesting same within ninety (90) days from the date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Members of the Association, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interest as Members.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Employment of Management Company. The Association shall be authorized to employ a management company to aid the Association in carrying out its duties and responsibilities. Prior to passage of control of the Association from the Developer, no management or service contract shall be entered into unless there is a right of termination, without cause, upon ninety (90) days' written notice.

## ARTICLE X.

Section 1. Amendments. These Bylaws may be amended by the affirmative vote of Members representing a majority (unless the Declaration calls for a greater number with respect to a particular clause) of all votes entitled to be cast at any meeting of the Members duly called for such purpose, and only after thirty (30) days' prior written notice to the institutional holders of all first mortgages on the Lots in Almadale Farms P.D. Amendments may be proposed by the Board of Directors or by petition signed by Members representing at least thirty percent (30%) of the total number of votes entitled to be cast. A description of any

proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.



## ARTICLE XI.

Section 1. Notice to Board of Directors. Any Owner of any Lot in the planned development who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term "mortgage" shall include a deed of trust. As used generally in these Bylaws, the term "institutional holder" or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States government, or any agency thereof.

## ARTICLE XII.

Section 1. Resident Agent. The resident agent shall be designated as the person authorized to accept service of process in any action relating to two or more Lots or to the Common Areas.

Section 2. Notices. Unless another type of notice is herein or elsewhere specifically provided for, any and all notices called for in the Declaration or these Bylaws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to limit or enlarge the terms and provisions of the Bylaws.

Section 6. Gender, Etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural

and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. CONFLICTS. THESE BYLAWS ARE SUBORDINATE TO ALL PROVISIONS OF THE DECLARATION. ALL OF THE TERMS HEREOF, EXCEPT WHERE CLEARLY REPUGNANT TO THE CONTEXT, SHALL HAVE THE SAME MEANING AS IN THE DECLARATION. IN THE EVENT OF ANY CONFLICT BETWEEN THESE BYLAWS AND THE DECLARATION, THE PROVISIONS OF THE DECLARATION SHALL CONTROL, AND IN THE EVENT OF ANY CONFLICT BETWEEN THE AFORESAID DECLARATION AND ANY OF THE LAWS OF THE STATE OF TENNESSEE, THE PROVISIONS OF THE STATUTE SHALL CONTROL.

Prepared by and Return to:  
Melody W. Oliver, Attorney  
Glankler Brown  
6000 Poplar Avenue, Suite 200  
Memphis, TN 38119

**FIRST AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ALMADALE FARMS P.D.**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D.** (hereafter "Declaration"), made this \_\_\_\_\_ day of February, 1996, by **Almadale Farms**, a Tennessee general partnership (hereafter "Declarant").

**W I T N E S S E T H :**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record on June 26, 1995, in the Register's Office of Shelby County, Tennessee, as Instrument No. FD 3870; and

**WHEREAS**, Declarant reserved the right in the Declaration to unilaterally amend said Declaration for a period of three (3) years from the date of the Declaration; and,

**WHEREAS**, Declarant desires to amend the Declaration as set forth below; and

**WHEREAS**, National Bank of Commerce, the mortgagee on the property to be added to the Declaration, joins herein for the purpose of approving the expansion of the planned development as set forth herein; and

**WHEREAS**, the Developer has caused plats of the property to be filed in Plat Book 151, Page 38, for Phase 1 of the property and in Plat Book 154, Page 77, for Phase 2 of the property, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats").

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

2. The fourth paragraph on page 1 of the Declaration is amended by deleting the same in its entirety and the following is substituted in lieu thereof:

"WHEREAS, the Developer has caused plats of the Property to be filed in Plat Book 151, Page 38, for Phase 1 of the development and in Plat Book 154, Page 77, for Phase 2 of the development, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats"); and"

3. In Article I, Section 4, the following words are added at the end of the first sentence: "and Numbers 64 through 134, inclusive, as shown on Exhibit "B-1" attached hereto."

4. In Article V, Section 1, the following sentence is added to the end of the paragraph: "The Association shall also provide and pay for all maintenance and expenses for Lake Almadale, as said lake is shown on "Exhibit B-1" attached hereto."

5. In Article V, Section 2(b), the first sentence is deleted and the following sentence is substituted therefor: "As shown on Exhibits "B" and "B-1" attached hereto, there will be one hundred thirty-four (134) residential Lots".

6. The fifth line of Article VI, Section 2, is amended by deleting the word "(1/63rd)" and substituting the word "(1/134th)" therefor.

7. In Article VIII, Section 1, the words "Lots 1 through 63" are hereby deleted and the words "Lots 1 through 134" are substituted therefor.

8. In Article VIII, Section 2(b), the words "Exhibit "B"" are hereby deleted and the words "Exhibits "B" and "B-1"" are substituted therefor.

9. The following paragraph is added to Article VIII, Section 2:

(o) No swimming, boating, fishing, sailing, scuba diving, inner tubes, floats, sail boards, surf boards or snorkeling is permitted in Lake Almadale (as shown on Exhibit "B-1" attached hereto). The Declarant reserves the right, for itself and the Association, to adopt additional rules and regulations or revise the rules and regulations stated above for the safety and welfare of the Members, their families and guests.

10. The legal description set forth on Exhibit A of the Declaration is amended by deleting same in its entirety and the following is substituted in lieu thereof:

**Parcel 1:** Lots 1-63, Phase 1, Almadale Farms P.D., as shown on plat of record in Plat Book 151, Page 38, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 2:** Lots 64-134, Phase 2, Almadale Farms P.D., as shown on plat of record in Plat Book 154, Page 77, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

11. Exhibit B-1 attached hereto is hereby made a part of and incorporated into the Declaration.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to be signed by the officer duly authorized to do so as of the day and year first above written.

**ALMADALE FARMS**, a Tennessee general partnership

By: David P. Halle, Jr., managing Partner

**NATIONAL BANK OF COMMERCE**,  
a national banking association

By: Kim Hamner, First Vice President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared DAVID P. HALLE, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the managing general partner of ALMADALE FARMS, a Tennessee general partnership, the within named bargainer, and that he as such managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such managing general partner, and he further acknowledged that he executed said instrument as the free act and deed of the partnership.

Witness my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Notary Public

My commission expires:

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared Kim Hamner, with whom I am personally acquainted and who, upon oath, acknowledged herself to be the First Vice President of National Bank of Commerce, a national banking association, and that she as such First Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by herself as such First Vice President.

Witness my hand and official seal at office this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Notary Public

My commission expires:

Prepared by and Return to:  
Melody W. Oliver, Attorney  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 100  
Memphis, TN 38119

**SECOND AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ALMADALE FARMS P.D.**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D. (hereafter "Declaration"), made this 5<sup>th</sup> day of August, 1999, by Almadale Farms Homeowners Association, Inc., a Tennessee nonprofit corporation (hereafter "Association").

**W I T N E S S E T H :**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record by Almadale Farms, a Tennessee general partnership (hereafter "Developer") on June 26, 1995, in the Register's Office of Shelby County, Tennessee, as Instrument No. FD 3870, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. recorded as Instrument No. FR 6003 in the said Register's Office (the "Declaration"); and

**WHEREAS**, pursuant to the terms of the Declaration, the required number of Owners of Lots within Almadale Farms P.D. has voted to amend the Declaration as set forth below; and

**WHEREAS**, the Developer has caused plats of the property to be filed in Plat Book 151, Page 38, for Phase 1 of the property, in Plat Book 154, Page 77, for Phase 2 of the property, and in Plat Book 168, Page 2, for Phase 5 of the property, all in the



Register's Office of Shelby County, Tennessee ("Plat" or "Plats");  
and

**WHEREAS**, the Declaration permits additional property to be brought under the terms of Declaration and Developer intended to add the property described as Parcel 3 below to the terms of the Declaration.

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. The fourth paragraph on page 1 of the Declaration is amended by deleting the same in its entirety and the following is substituted in lieu thereof:

**WHEREAS**, the Developer has caused plats of the Property to be filed in Plat Book 151, Page 38, for Phase 1 of the development, in Plat Book 154, Page 77, for Phase 2 of the development, and in Plat Book 168, Page 2 for Phase 5 of the development, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats"); and

2. In Article I, Section 4, as amended, the following words are added at the end of the first sentence: "and Numbers 135 through 181, inclusive, as shown on Exhibit "B-2" attached hereto."

3. In Article V, Section 1, the following sentence is hereby added to the end of the paragraph: "The Association shall also provide and pay for all maintenance and expenses for the common open spaces shown as C.O.S. Lots A-E, inclusive, on the plat attached hereto as Exhibit B-2."

4. In Article V, Section 2(b), the first sentence is deleted and the following sentence is substituted therefor: "As shown on Exhibits "B", "B-1" and "B-2" attached hereto, there will be one hundred eighty-one(181) residential Lots".

5. The fifth line of Article VI, Section 2, as amended, is further amended by deleting the word "(1/134th)" and substituting the word "(1/181st)" therefor.

6. In Article VIII, Section 1, as amended, the words "Lots 1 through 134" are hereby deleted and the words "Lots 1 through 181" are substituted therefor.

7. Article VIII, Section 2(a) is hereby amended by adding the following sentences at the end of the subparagraph:

No trailer, tent, shack, outbuilding or barn shall be erected on any Lot, temporarily or permanently, except such as may be required, temporarily, for construction purposes only. Gazebos and cabanas may be erected if approved by the Architectural Control Committee.

8. In Article VIII, Section 2(b), as amended, the words "Exhibits "B" and "B-1" are hereby deleted and the words "Exhibits "B", "B-1" and "B-2"" are substituted therefor.

9. Article VIII, Section 2 is hereby amended by adding the following at the end of the section:

(o) No garage sales may be held on any Lot, except that there will be semi-annual development-wide garage sales to be held on such date and at such time as the Association acting through its Garage Sale Committee may determine.

10. The legal description set forth on Exhibit A of the Declaration is amended by deleting same in its entirety and the following is substituted in lieu thereof:

**Parcel 1:** Lots 1-63, Phase 1, Almadale Farms P.D., as shown on plat of record in Plat Book 151, Page 38, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 2:** Lots 64-134, Phase 2, Almadale Farms P.D., as shown on plat of record in Plat Book 154, Page 77, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 3:** Lots 135-181, Phase 5, Almadale Farms P.D., as shown on plat of record in Plat Book 168, Page 2, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

11. Exhibit B-2 attached hereto is hereby made a part of and incorporated into the Declaration.

12. The owners of Lots within the development known as Almadale Farms, P.D., Phase 5 shall have all of the rights and obligations granted to an Owner under the terms of said Declaration.

13. The Developer joins herein to acknowledge and consent to the terms of this Second Amendment.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to be signed by the officer duly authorized to do so as of the day and year first above written.

**ALMADALE FARMS HOMEOWNERS ASSOCIATION, INC.,** a Tennessee nonprofit corporation

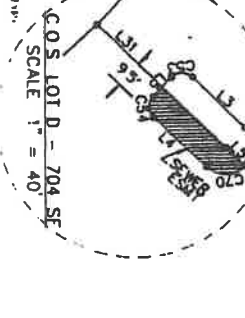
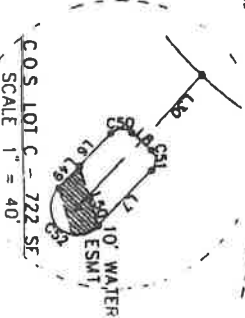
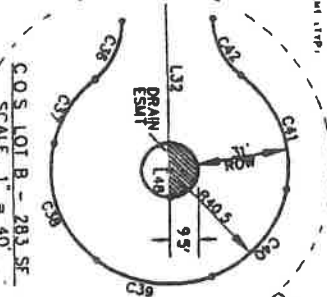
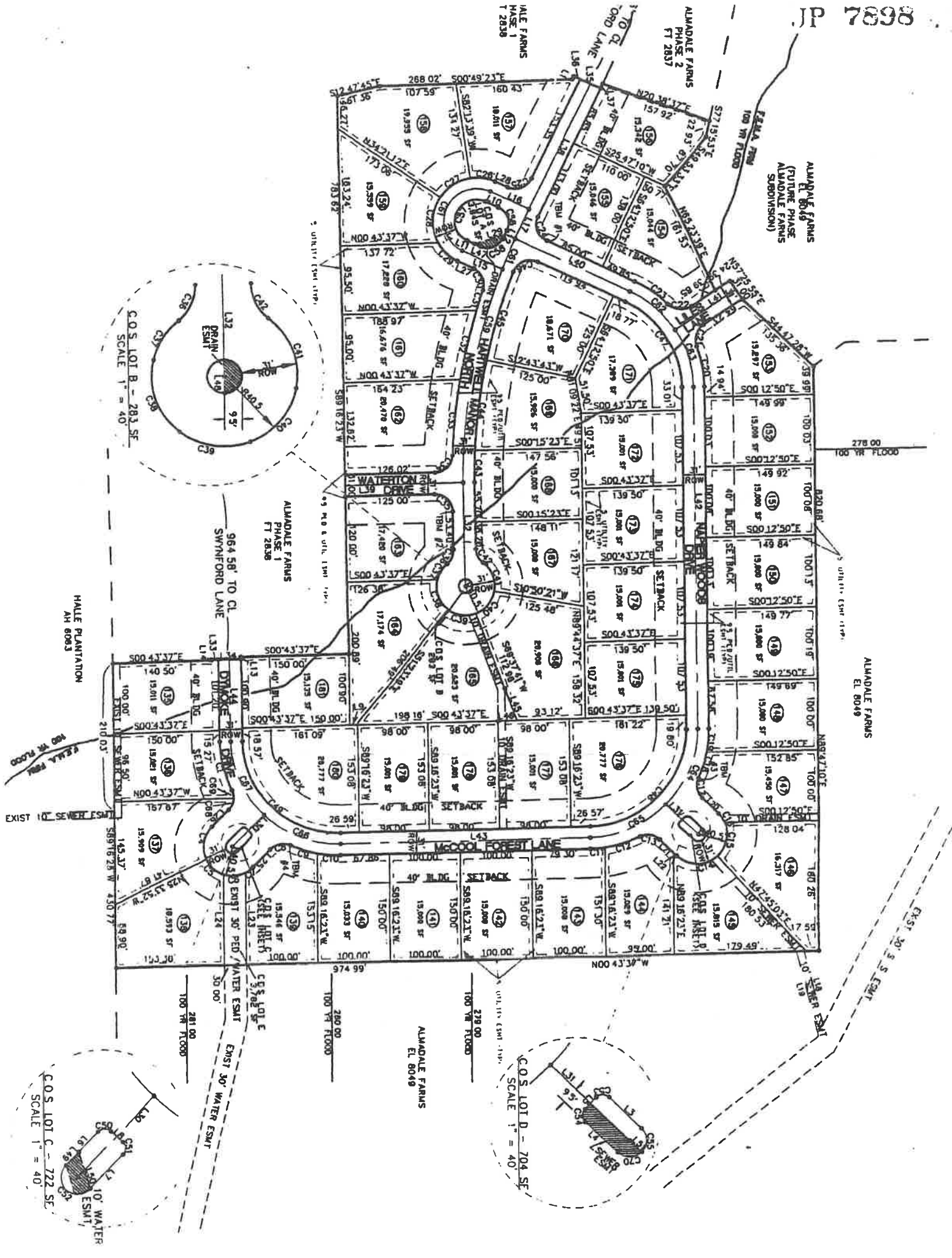
By: 

Title: V.P. Homeowners Association

**ALMADALE FARMS,** a Tennessee general partnership

By: 

David P. Halle, Jr., managing Partner



ALMADALE FARMS  
EL 8049

ALMADALE FARMS  
EL 8049

HALLE PLANTATION  
AM 8063

18

Prepared by and Return to:  
Melody W. Oliver, Attorney  
Glankler Brown  
6000 Poplar Avenue, Suite 100  
Memphis, TN 38119

**THIRD AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ALMADALE FARMS P.D.**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D.** (hereafter "Declaration"), made this 31<sup>st</sup> day of January, 2001, by **Almadale Farms**, a Tennessee general partnership (hereafter "Declarant").

**WITNESSETH:**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record on June 26, 1995, at Instrument No. FD 3870, as amended by First Amendment of record at Instrument No. FR 6003 and Second Amendment at Instrument No. JP 7898, all in the Register's Office of Shelby County, Tennessee; and

**WHEREAS**, Declarant reserved the right in the Declaration to expand the Property as said term is defined therein; and

**WHEREAS**, Declarant desires to amend the Declaration as set forth below; and

**WHEREAS**, the Developer has caused plats of the property to be filed in Plat Book 151, Page 38, for Phase 1 of the property, in Plat Book 154, Page 77, for Phase 2 of the property, in Plat Book 168, Page 2 for Phase 5 and in Plat Book 182, Page 70 for Phase 6 of the property, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats").

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. The fourth paragraph on page 1 of the Declaration is further amended by deleting the same in its entirety and the following is substituted in lieu thereof:

"WHEREAS, the Developer has caused plats of the Property to be filed in Plat Book 151, Page 38, for Phase 1, in Plat Book 154, Page 77, for Phase 2, in Plat Book 168,

Page 2 for Phase 5 and in Plat Book 182, Page 70 for Phase 6 of the development, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats"); and"

2. In Article I, Section 4, as amended, the following words are added at the end of the first sentence: "and Numbers 182 through 216, inclusive, as shown on Exhibit "B-3" attached hereto."

3. In Article V, Section 1, as amended, the following sentence is hereby added to the end of the paragraph:

"The Association shall also provide and pay for all maintenance and expenses for the common open spaces shown as C.O.S. Lots A and B on the plat attached hereto as Exhibit "B-3"."

4. In Article V, Section 2(b), as amended, the first sentence is deleted and the following sentence is substituted therefor: "As shown on Exhibits "B", "B-1", "B-2" and "B-3" attached hereto, there will be two hundred sixteen (216) residential Lots".

5. The fifth line of Article VI, Section 2, as amended, is amended by deleting the word "(1/181st)" and substituting the word "(1/216th)" therefor.

6. Article VII, Section 1 is amended to provide that as to Phase 6 only, the Architectural Control Committee is composed of Reggie Garner, Palmer Albertine & Erich Tucker.

7. The first paragraph of Article VII, Section 2 is amended by adding the following:

"All elevations for improvements to be built on Lots in Phase 6 only must be prepared by one of the following architects or architectural firms:

Lavelle Walker Residential Designers  
Looney Ricks Kiss Architects, Inc.  
John Millard, Jr.  
Brad Shapiro

Provided, however, if a Lot Owner desires to use a different architect, he may do so, provided he submits his request in writing to the Architectural Control Committee and the members of the Committee unanimously agree to allow a different architect.

Each Lot in Phase 6 is required to have a hedge row between the curb and the sidewalk. Each owner is required to maintain said hedge row and replace any dead or dying plants. The hedge rows must be kept at a uniform height."

8. In Article VIII, Section 1, as amended, the words "Lots 1 through 181" are hereby deleted and the words "Lots 1 through 216" are substituted therefor.

9. In Article VIII, Section 2(b), as amended, the words "Exhibit "B", "B-1" and "B-2" are hereby deleted and the words "Exhibits "B", "B-1", "B-2" and "B-3" are substituted therefor.

10. The legal description set forth on Exhibit A of the Declaration is further amended by deleting same in its entirety and the following is substituted in lieu thereof:

**Parcel 1:** Lots 1-63, Phase 1, Almadale Farms P.D., as shown on plat of record in Plat Book 151, Page 38, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 2:** Lots 64-134, Phase 2, Almadale Farms P.D., as shown on plat of record in Plat Book 154, Page 77, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 3:** Lots 135-181, Phase 5, Almadale Farms P.D., as shown on plat of record in Plat Book 168, Page 2 in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description thereof.

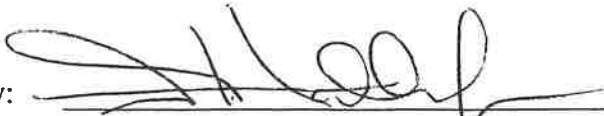
**Parcel 4:** Lots 182-216 Almadale Farms P.D., Phase 6, Parcel 4, as shown on plat of record in Plat Book 182, Page 70 in the Register's Office of Shelby County, Tennessee to which plat reference is hereby made for a more particular description thereof.

11. Exhibit B-3 attached hereto is hereby made a part of and incorporated into the Declaration.

12. The Owners of Lots within the development known as Almadale Farms P.D., Phase 6 shall have all the rights and obligations granted to an Owner under the terms of said Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be signed by the officer duly authorized to do so as of the day and year first above written.

**ALMADALE FARMS**, a Tennessee general partnership

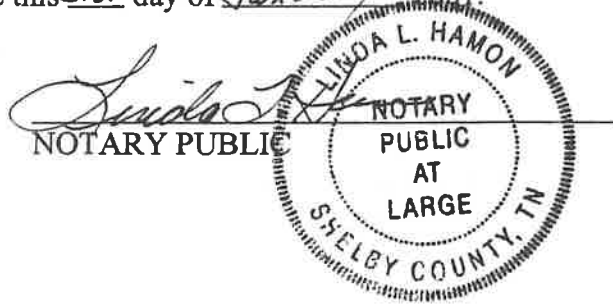
By:   
David P. Halle, Jr., Managing Partner

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared DAVID P. HALLE, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the managing general partner of ALMADALE FARMS, a Tennessee general partnership, the within named bargainor, and that he as such managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such managing general partner, and he further acknowledged that he executed said instrument as the free act and deed of the partnership.

Witness my hand and official seal at office this 31st day of January, 2001.




My Commission Expires:  
Oct. 19, 2002



**JOINDER OF OWNER**

Riverbirch Homes, LLC, the owner of Lots 195, 196, 204 and 209, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**RIVERBIRCH HOMES, LLC**

By:   
\_\_\_\_\_  
Reggie Garner, Chief Manager

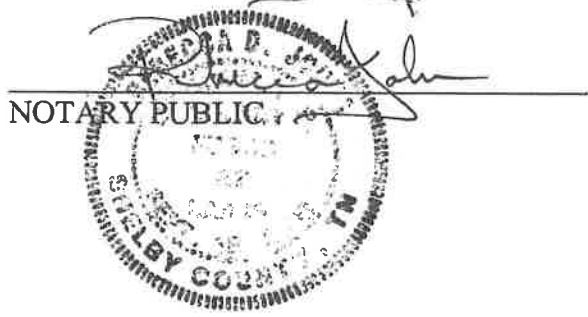
STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared REGGIE GARNER, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chief Manager of RIVERBIRCH HOMES, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

WITNESS my hand and Notarial Seal at office this 25 day of January, 2001.


My Commission Expires:  
9-18-02



**JOINDER OF OWNER**

Inglewood Homes, LLC, the owner of Lot 185, 198, 199 and 207, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**INGLEWOOD HOMES, LLC**

By:   
Erich Tucker,  
Chief Manager

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared ERICH TUCKER, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chief Manager of INGLEWOOD HOMES, LLC, a Tennessee limited liability company, the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and Notarial Seal at office this 25 day of January, 2001.

  
NOTARY PUBLIC  


My Commission Expires:

9-18-02

**JOINDER OF OWNER**

Albertine Company, LLC, the owner of Lots 182, 183, 190, 193, 201, 202, 203, 211, 212, 215 and 216, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**ALBERTINE COMPANY, LLC**

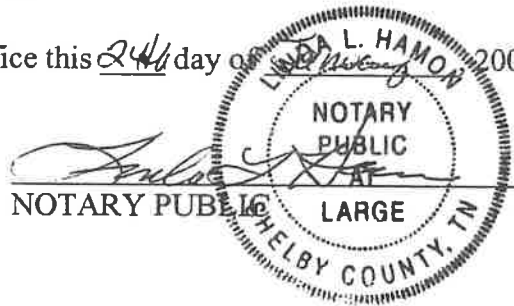
By: *Palmer Albertine*  
Title: *Chief Manager*

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared *Palmer Albertine*, with whom I am personally acquainted, and who upon oath acknowledged himself to be the *Chief Manager* of ALBERTINE COMPANY, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this *24<sup>th</sup>* day of *April* 2001.

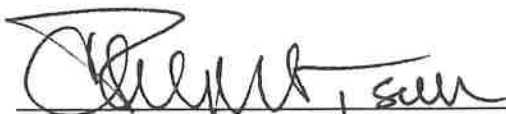


My Commission Expires:  
*Oct 19, 2002*

**JOINDER OF OWNER**

Peeper-Sklar, LLC, the owner of Lots 184, 192, 197, 200, 206 and 213, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**PEEPER-SKLAR, LLC**

By:  , *secret*

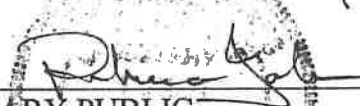

Title: SECRETARY MEMBER, PEEPER & SKLAR HOMES, LLC

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Cade Peep, with whom I am personally acquainted, and who upon oath acknowledged himself to be the Secretary, of PEEPER-SKLAR, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this 25 day of January, 2001.

  
NOTARY PUBLIC  


My Commission Expires:  
9-12-02

**JOINDER OF OWNER**

Yancey Home Builders, LLC, the owner of Lots 186, 187 and 188, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**YANCEY HOME BUILDERS, LLC**

By: *Samuel Yancey*  
Title: *Pres.*

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared *Larry Yancey*, with whom I am personally acquainted, and who upon oath acknowledged himself to be the *President*, of YANCEY HOME BUILDERS, LLC, a Tennessee limited liability company, the within named bargainer, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this *25* day of *January*, 2001.

*[Signature]*  
NOTARY PUBLIC  
COUNTY OF SHELBY

My Commission Expires:  
*9-12-03*

**JOINDER OF OWNER**

Jerry Stewart and wife, Lindsey Stewart, the owners of Lot 214, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

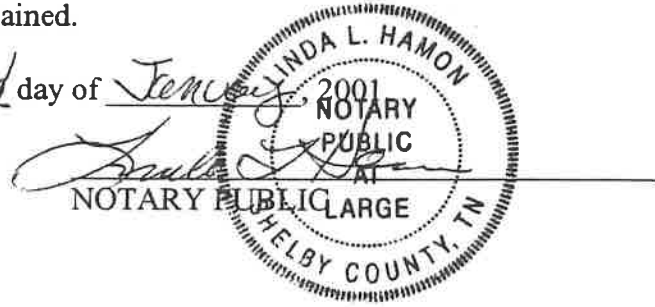
*Jerry Stewart*  
Name: Jerry Stewart

*Lindsey Stewart*  
Name: Lindsey Stewart

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, *Linda L. Hamon*, a Notary Public, Jerry Stewart, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this *3rd* day of *January*

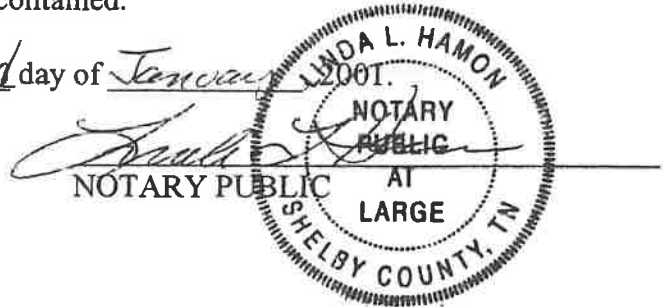


My Commission Expires:  
*Oct 19, 2003*

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, *Linda L. Hamon*, a Notary Public, Lindsey Stewart, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this *3rd* day of *January*



My Commission Expires:  
*Oct 19, 2003*

**JOINDER OF OWNER**

Michael Dusseault and wife, Susan Dusseault, the owners of Lot 191, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

*Michael Dusseault*

Name: Michael Dusseault

*Susan M. Dusseault*

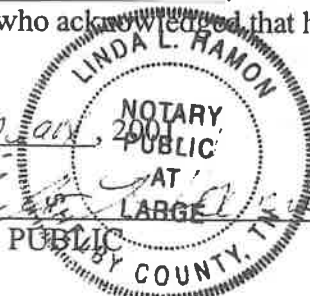
Name: Susan Dusseault

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L. Hamon, a Notary Public, Michael Dusseault, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of January, 2001.

*Linda L. Hamon*  
NOTARY PUBLIC



My Commission Expires:

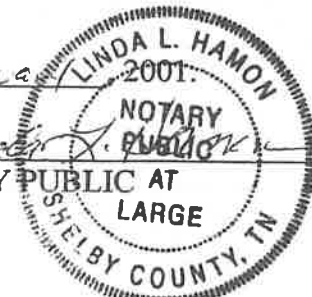
Oct. 19, 2002

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L. Hamon, a Notary Public, Susan Dusseault, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of January, 2001.

*Linda L. Hamon*  
NOTARY PUBLIC



My Commission Expires:

Oct. 19, 2002

**JOINDER OF OWNER**

Michael Myers and wife, Patricia Myers, the owners of Lot 205, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

\_\_\_\_\_  
Name: Michael Myers

\_\_\_\_\_  
Name: Patricia Myers

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Michael Myers, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, \_\_\_\_\_, a Notary Public, Patricia Myers, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this \_\_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



**JOINDER OF OWNER**

David Anderson and wife, Gina Anderson, the owners of Lot 208, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

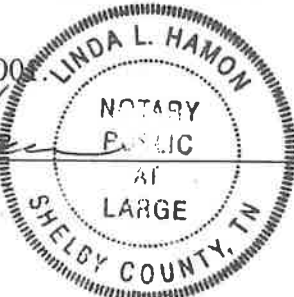
David C. Anderson  
Name: David Anderson

Gina Anderson  
Name: Gina Anderson

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L. Hamon, a Notary Public, David Anderson, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of January, 2001.

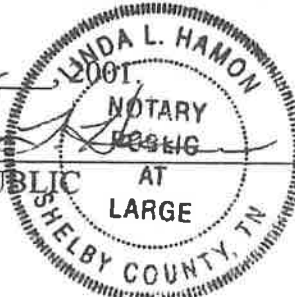
Linda L. Hamon  
NOTARY PUBLIC  


My Commission Expires:  
Oct. 9, 2008

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L. Hamon, a Notary Public, Gina Anderson, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of January, 2001.

Linda L. Hamon  
NOTARY PUBLIC  


My Commission Expires:  
Oct. 19, 2008

JOINDER OF OWNER

James Brawner and wife, Sharon Brawner, the owners of Lot 194, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

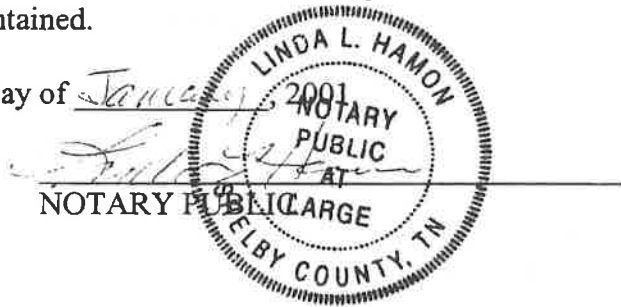
James Brawner  
Name: James Brawner

Sharon Brawner  
Name: Sharon Brawner

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L. Hamon, a Notary Public, James Brawner, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of January, 2001

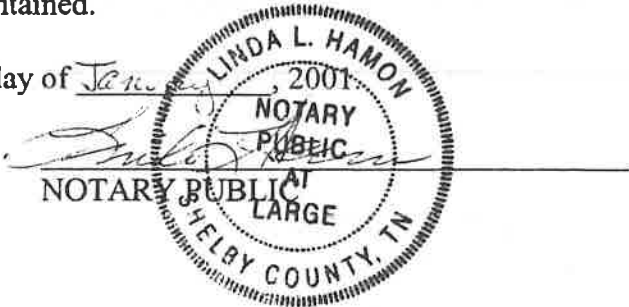


My Commission Expires:  
Oct. 19, 2002

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L. Hamon, a Notary Public, Sharon Brawner, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 26th day of January, 2001



My Commission Expires:  
Oct. 19, 2002

JOINDER OF OWNER

Michael Roll and wife, Lynne Roll, the owners of Lot 189, Almadale Farms P.D., Phase 6, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, join in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

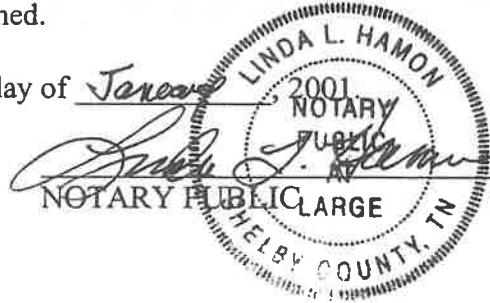
Michael Roll  
Name: Michael Roll

Lynne Roll  
Name: Lynne Roll

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L Hamon, a Notary Public, Michael Roll, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of January

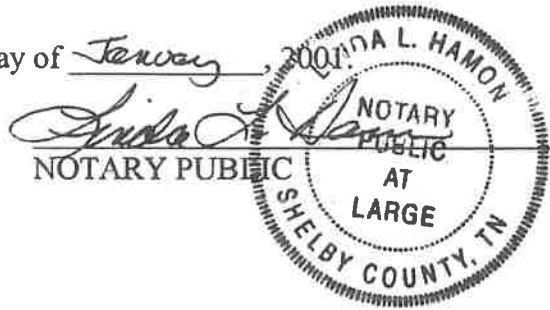


My Commission Expires:  
Oct. 19, 2002

STATE OF TENNESSEE  
COUNTY OF SHELBY

Personally appeared before me, Linda L. Hamon, a Notary Public, Lynne Roll, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 31st day of January

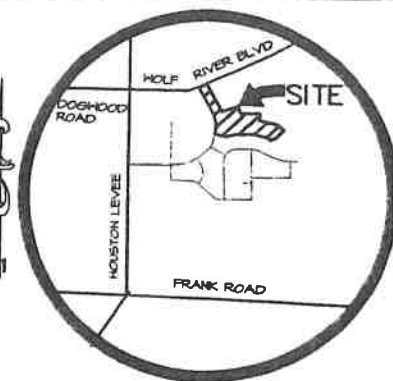


My Commission Expires:  
Oct. 19, 2000

ALMADALE P.D. PHASE 3

**CURVE TABLE**

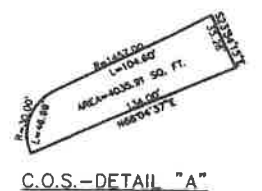
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	37.74	30.00	21.63	35.30	S33°03'37"E	72°04'32"
C2	51.44	30.00	34.66	45.38	S81°47'33"W	98°14'15"
C3	34.75	25.00	20.84	32.02	N40°42'10"E	79°37'48"
C4	44.10	25.00	30.38	38.60	S49°38'29"E	101°03'31"
C5	38.19	25.00	24.92	35.30	N44°44'08"E	88°48'49"
C6	37.85	25.00	23.71	34.41	S38°31'37"E	89°57'54"
C7	28.38	165.50	14.23	28.38	N78°37'18"W	08°48'48"
C8	30.84	134.50	15.39	30.57	N78°44'54"W	13°07'06"
C9	30.87	134.50	15.47	30.74	S87°04'49"W	13°07'29"
C10	36.80	165.50	20.05	39.80	S86°44'09"W	13°48'48"
C11	54.38	190.00	17.26	54.29	S87°04'49"W	13°07'29"
C12	54.17	190.00	17.16	54.08	N78°44'54"W	13°07'06"
C13	22.45	25.00	12.05	21.71	S26°32'02"W	51°27'32"
C14	55.35	134.50	28.07	54.98	S80°52'42"E	23°34'46"
C15	15.81	134.50	7.81	15.80	N89°58'31"W	08°39'01"
C16	98.51	165.50	28.54	98.24	N83°31'24"W	19°33'55"
C17	37.91	50.00	18.92	37.01	S44°51'51"W	43°29'33"
C18	45.29	50.00	24.30	43.72	N87°29'26"W	51°50'53"
C19	39.18	50.00	20.68	38.18	N38°07'10"W	44°53'40"
C20	17.89	50.00	9.04	17.80	N06°25'18"W	20°30'04"
C21	18.85	50.00	8.51	18.78	S13°28'09"W	18°18'51"
C22	22.45	25.00	12.05	21.21	N24°50'30"W	51°27'32"
C23	15.24	40.00	18.86	34.11	N27°06'16"E	50°28'00"
C24	10.00	772.75	5.00	10.00	N17°28'46"W	07°44'31"
C25	18.00	134.50	8.01	15.99	N83°53'31"E	08°48'54"
C26	25.81	165.50	12.93	25.79	N84°59'11"E	08°58'15"



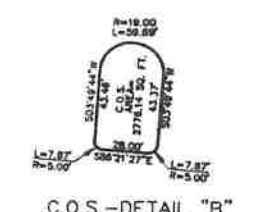
VICINITY MAP

**LINE TABLE**

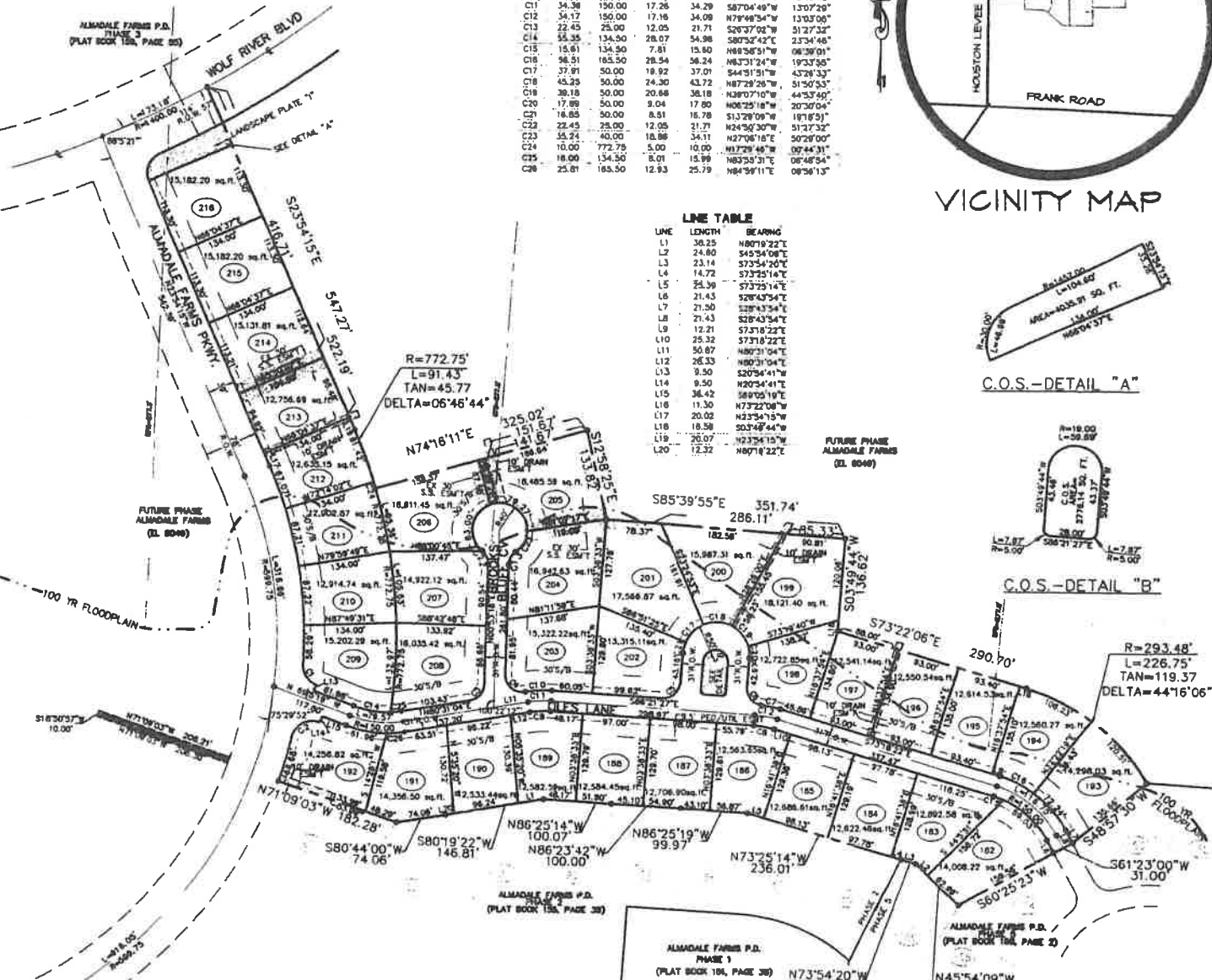
LINE	LENGTH	BEARING
L1	36.25	N80°19'22"E
L2	24.80	S45°34'08"E
L3	23.14	S73°54'20"W
L4	14.72	S73°25'14"E
L5	24.36	S73°25'14"E
L6	21.43	S26°43'54"E
L7	21.50	S28°43'54"E
L8	12.21	S28°43'54"E
L9	12.21	S73°18'22"E
L10	25.32	S73°18'22"E
L11	50.87	N80°31'04"E
L12	26.33	N80°31'04"E
L13	9.50	S20°54'41"W
L14	9.50	N20°54'41"E
L15	36.42	S89°05'19"E
L16	11.30	N73°22'08"W
L17	20.02	N23°54'15"W
L18	18.58	S03°48'44"W
L19	20.07	N73°54'15"E
L20	12.32	N89°19'22"E



C.O.S.-DETAIL "A"



C.O.S.-DETAIL "B"



LOT #	FF. ELEV.	LOT #	FF. ELEV.
182	284.5	200	283.5
183	284.5	201	283.5
184	284.5	202	284
185	284.5	203	284
186	287	204	283.5
187	287	205	283.5
188	287	206	283.5
189	287	207	283.5
190	287	208	283.5
191	288	209	283.5
192	284	210	283.5
193	282	211	283.5
194	282.5	212	283.5
195	283.5	213	283.5
196	283.5	214	283.5
197	283.5	215	283.5
198	283.5	216	282
199	283.5		

NO. 12,285  
 PLAT BOOK 162-20  
 RECORDING REF. 450  
 BY PER 1-26-00  
 DATE 1-26-00  
 16-1-00

GPS POINT NUMBER	NORTHING	EASTING
1	297908.2155	854330.4023
2	297871.8073	854824.6540
3	297754.3586	855346.1373

Grid = N.A.D. 83 Tennessee S.P.C.S. (U.S. Feet)  
 T.B.M. = CUT SQUARE ON BRIDGE UNDER HOUSTON LEVEE ROAD JUST SOUTH OF DOGWOOD ROAD. ELEVATION = 281.65'

T.B.M.'s TO BE ESTABLISHED BEFORE RECORDING PLAT DESIGNATED AS FOLLOWS

DESCRIPTION	ELEVATION	LOCATION
SMH RIM	283.09	BROOKS BLUFF CV & LILES LANE
SMH RIM	282.48	LILES LANE AT LOTLINE 194/195
DMH RIM	282.69	LILES LANE & ALMADALE FARMS PKWY

TBM SQUARE CUT NE CORNER OF BRIDGE UNDER NEW HOUSTON LEVEE ROAD JUST SOUTH OF DOGWOOD ROAD. ELEV=281.65'  
 FLOOD NOTE: A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP NO. 47157C0246C. EFFECTIVE DATE DECEMBER 2, 1994. SFE=177.00'

ASHWORTH VAUGHAN INC.  
 ARCHITECTS • ENGINEERS • PLANNERS • SURVEYORS  
 193 CHRYSLER STREET • COLLETVILLE, TENNESSEE 38077  
 (701) 853-4004 • IN (701) 853-4888 • EMAIL @ASHVAH.COM



Prepared by and Return to:  
Melody W. Oliver, Attorney  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 100  
Memphis, Tennessee 38119

**FOURTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ALMADALE FARMS P.D.**

**THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D.** (hereafter "Declaration"), made this 28<sup>th</sup> day of November, 2001, by **Almadale Farms**, a Tennessee general partnership (hereafter "Declarant").

**WITNESSETH:**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record on June 26, 1995, at Instrument No. FD 3870, as amended by First Amendment of record at Instrument No. FR 6003, Second Amendment at Instrument No. JP 7898, and Third Amendment at Instrument No. KX 4116, all in the Register's Office of Shelby County, Tennessee; and

**WHEREAS**, Declarant reserved the right in the Declaration to expand the Property as said term is defined therein; and

**WHEREAS**, Declarant desires to amend the Declaration as set forth below; and

**WHEREAS**, the Developer has caused plats of the property to be filed in Plat Book 151, Page 38, for Phase 1 of the property, in Plat Book 154, Page 77, for Phase 2 of the property, in Plat Book 168, Page 2 for Phase 5, in Plat Book 182, Page 70 for Phase 6 of the property, and in Plat Book 196, Page 3 for Phase 9 of the property, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats").

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. The fourth paragraph on page 1 of the Declaration is further amended by deleting the same in its entirety and the following is substituted in lieu thereof:

"WHEREAS, the Developer has caused plats of the Property to be filed in Plat Book 151, Page 38, for Phase 1, in Plat Book 154, Page 77, for Phase 2, in Plat Book 168, Page 2 for Phase 5, in Plat Book 182, Page 70 for Phase 6, and in Plat Book 196, Page 3 for Phase 9 of the development, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats"); and"

2. In Article I, Section 4, as amended, the following words are added at the end of the first sentence: "and Numbers 217 through 262, inclusive, as shown on Exhibit "B-4" attached hereto."

3. In Article V, Section 1, as amended, the following sentence is hereby added to the end of the paragraph:

"The Association shall also provide and pay for all maintenance and expenses for the common open spaces shown as C.O.S. "A" through "D", inclusive, on the plat attached hereto as Exhibit "B-4"."

4. In Article V, Section 2(b), as amended, the first sentence is deleted and the following sentence is substituted therefor: "As shown on Exhibits "B", "B-1", "B-2", "B-3" and "B-4" attached hereto, there will be two hundred sixty-two (262) residential Lots".

5. The fifth line of Article VI, Section 2, as amended, is amended by deleting the word "(1/216th)" and substituting the word "(1/262nd)" therefor.

6. In Article VIII, Section 1, as amended, the words "Lots 1 through 216" are hereby deleted and the words "Lots 1 through 262" are substituted therefor.

7. In Article VIII, Section 2(b), as amended, the words "Exhibit "B", "B-1", "B-2" and "B-3" are hereby deleted and the words "Exhibits "B", "B-1", "B-2", "B-3" and "B-4" are substituted therefor.

8. The legal description set forth on Exhibit A of the Declaration is further amended by deleting same in its entirety and the following is substituted in lieu thereof:

**Parcel 1:** Lots 1-63, Phase 1, Almadale Farms P.D., as shown on plat of record in Plat Book 151, Page 38, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 2:** Lots 64-134, Phase 2, Almadale Farms P.D., as shown on plat of record in Plat Book 154, Page 77, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 3:** Lots 135-181, Phase 5, Almadale Farms P.D., as shown on plat of record in Plat Book 168, Page 2 in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 4:** Lots 182-216, Almadale Farms P.D., Phase 6, Parcel 4, as shown on plat of record in Plat Book 182, Page 70 in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 5:** Lots 217-262, Almadale Farms P.D., Phase 9, Parcels 1, 2 and 3, as shown on Plat of record in Plat Book 196, Page 3, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

9. Exhibit B-4 attached hereto is hereby made a part of and incorporated into the Declaration.

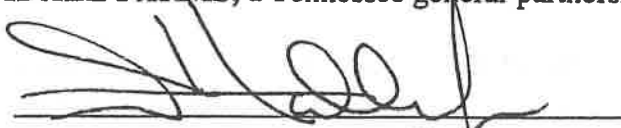
10. The Owners of Lots within the development known as Almadale Farms P.D., Phase 9 shall have all the rights and obligations granted to an Owner under the terms of said Declaration.



IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to be signed by the officer duly authorized to do so as of the day and year first above written.

ALMADALE FARMS, a Tennessee general partnership

By:



David P. Halle, Jr., Managing Partner

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared DAVID P. HALLE, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the managing general partner of ALMADALE FARMS, a Tennessee general partnership, the within named bargainor, and that he as such managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such managing general partner, and he further acknowledged that he executed said instrument as the free act and deed of the partnership.

Witness my hand and official seal at office this 28 day of Nov., 2001

  
NOTARY PUBLIC

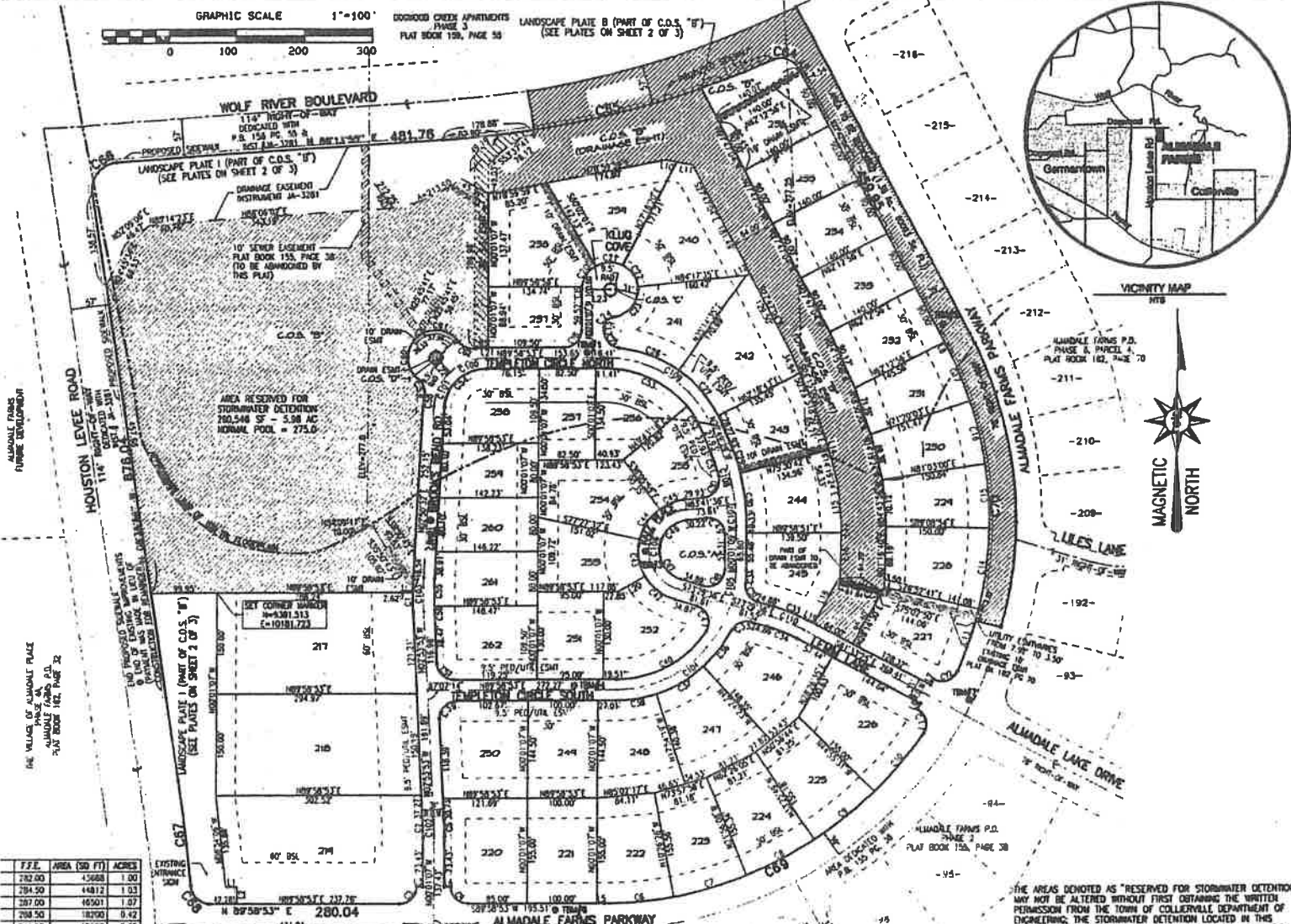


My Commission Expires:

Oct. 19, 2002



DOODWOOD CREEK APARTMENTS  
FLAT BOOK 158, PAGE 58  
LANDSCAPE PLATE B (PART OF C.O.S. "B")  
(SEE PLATES ON SHEET 2 OF 3)



F.F.E.	AREA (SQ FT)	ACRES
282.00	15688	1.00
281.50	14812	1.03
282.00	16521	1.07
282.50	10750	0.77
282.00	15100	1.08
281.00	15394	1.09
282.50	15175	1.08
282.00	15159	1.06
282.00	15145	1.05
282.00	19981	1.42
283.50	16751	1.20
284.00	15252	1.06
284.00	17564	1.26
284.00	17504	1.25
284.00	17392	1.23
284.00	17850	1.28
284.00	12600	0.90
284.00	12600	0.90
284.00	12600	0.90
284.00	12600	0.90
281.00	11829	0.87
281.00	18316	1.32
281.00	16024	1.14
281.00	19334	1.39
281.00	15771	1.09
281.00	10864	0.77
282.50	14221	1.01
282.50	14743	1.05
282.00	14990	1.06
282.00	18729	1.34
282.00	16182	1.14
284.00	15366	1.07
284.00	16458	1.15
284.00	17976	1.28
283.00	12350	0.88
283.00	10584	0.76
283.50	13458	0.97
283.50	15581	1.10
282.00	12358	0.87
281.50	12208	0.85
281.50	11099	0.78
281.00	14161	1.01
281.50	11718	0.83
282.00	11538	0.82
282.50	11834	0.85
282.50	15843	1.10
281.00	8094	0.57
281.00	432042	31.25
281.00	284	0.02
281.00	284	0.02

- NOTES**
- BEARINGS SHOWN ARE RELATIVE TO EACH OTHER ONLY.
  - ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM), THIS PROPERTY DOES LIE WITHIN FLOOD HAZARD AREA ZONE "AE" AND SHEDD'S ZONE "X" AS IDENTIFIED ON COMMUNITY PANEL NUMBER 470214 240 C, EFFECTIVE DATE DECEMBER 2, 1994. (ELEVATION=277.09')
  - SEE BENCH MARK: CHISELED STONE CUT IN NORTHWEST CORNER OF BOX BEHIND NEW HOUSTON LEVEL ROAD JUST SOUTH OF DOODWOOD CREEK. ELEVATION - 281.85
  - SEE BENCH MARK: TOP OF SEWER WHEELHOLE LOCATED JUST NORTH OF THE CENTURINE INTERSECTION OF ALMADALE FARMS PARKWAY AND TINSLEY WAY. ELEVATION - 282.50
  - A 5' EASEMENT SHALL BE LOCATED ALONG ALL SIDES OF ALL LOTS OCCUPY THESE SPACES OVERLAPPING.
  - ANY EXISTING UTILITIES REQUIRING RELOCATION SHALL BE THE DEVELOPER'S RESPONSIBILITY.
  - ALL RIGHTS OF ACCESS DIRECTLY OVER WOLF RIVER BLVD. OR HOUSTON LEVEL ROAD FROM ANY PROPERTY LINE ON LOTS 217, 218, 219 AND LOTS 226, 227, 228, 229, 230 ARE HEREBY CONVEYED TO THE TOWN OF COLLIERVILLE. NO ACCESS SHALL BE PERMITTED ACROSS AREAS DENOTED AS "COMMON OPEN SPACE" ON THE FINAL PLAT FROM C.O.S. 217, 218, 219 OVER HOUSTON LEVEL ROAD AND LOTS 226, 227, 228, 229, 230 OVER WOLF RIVER BLVD. IN THE EVENT THE AREA DENOTED AS "COMMON OPEN SPACE" REVERTS TO ADJOINING PROPERTY OWNERS, NO DIRECT ACCESS OVER WOLF RIVER BLVD. OR HOUSTON LEVEL ROAD SHALL BE PERMITTED.
  - ALL COMMON OPEN SPACES (C.O.S.) SHALL BE MAINTAINED BY THE HOMEOWNER ASSOCIATION.
  - DEVELOPER IS TO PROVIDE SIDEWALKS ALONG EAST SIDE OF HOUSTON LEVEL, SOUTH SIDE OF WOLF RIVER BLVD., AND ON INTERIOR STREETS ADJACENT TO C.O.S. 8
  - THE DRAINAGE EASEMENT WITHIN C.O.S. "B" SHALL BE USED BY THE TOWN OF COLLIERVILLE TO MAINTAIN AN UNSTRUCTURED WATER PATTERN. ALL ROUTINE MAINTENANCE OF TREES, GRASS, LANDSCAPE REQUIREMENTS AND TREE REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION (SEE NOTE #12)

- THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR ROUTINE MAINTENANCE OF THE DRAINAGE EASEMENT. MAINTENANCE (MOWING AND PRUNING) WILL BE RESTRICTED TO THE 12' MAINTENANCE AREA ON EITHER SIDE OF THE STREAM'S TOP BANK AND THE SIDE SLOPES. PRUNING OF TREES WILL BE DONE ONLY IF NECESSARY TO PREVENT PERSONAL INJURY. MAINTENANCE SHALL ALSO INCLUDE ANY EXISTING PROBLEMS, PICK UP OF LITTER AND DEBRIS FROM THE SLOPES OR IN THE CHANNEL, BUT NO MAJOR ALTERATIONS OR REMOVAL OF VEGETATION WILL BE PERMITTED.
- THE TOWN OF COLLIERVILLE WILL NOT DO ANY MAINTENANCE DURING THE 5-YEAR MONITORING PERIOD OF THE STREAM AFTER THE COLLIERVILLE WILL BE RESPONSIBLE FOR REMOVING BLOCKAGE OR FALLEN TREES, AND REPAIRING EROSION, IF NECESSARY.
- THE OWNER WILL ESTABLISH A NOT-FOR-PROFIT HOMEOWNERS ASSOCIATION (THE HOA), WHICH WILL HAVE TOTAL RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF THE COMMON AREA IN THE SUBDIVISION AFTER THE PRESENT OWNER CEASES SUCH FUNCTION. IN THE EVENT THE PRESENT OWNER FAILS TO DISCHARGE THE HOA OR, IF, AFTER ITS ORGANIZATION, IT CEASES TO FUNCTION OR EXIST, THEN, IN THE EVENT THE TOWN OF COLLIERVILLE, IN ACCORDANCE WITH APPLICABLE LAW AND/OR ORDINANCES, EXPENDS FUNDS TO MAINTAIN OR REPAIR THE COMMON AREA, THE EXPENSE THEREOF PLUS AN ADMINISTRATIVE FEE SHALL BECOME A LIEN, ON A PRO RATA BASIS AND SEVERALLY, ON EACH LOT IN THE SUBDIVISION AND MAY BE ENFORCED IN ACCORDANCE WITH LAW. ALL OWNERS OF LOTS WILL BE REQUIRED TO BECOME MEMBERS OF THE HOA.
- SETBACKS:  
FRONT - 30' (80' ON LOTS 217,218,219)  
SIDE - 10'  
REAR - 30'

THE AREAS DENOTED AS "RESERVED FOR STORMWATER DETENTION" MAY NOT BE ALTERED WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION FROM THE TOWN OF COLLIERVILLE DEPARTMENT OF ENGINEERING. THE STORMWATER DETENTION LOCATED IN THIS AREA SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. SUCH MAINTENANCE SHALL BE PERFORMED SO AS TO ENSURE THAT THE SYSTEM OPERATES IN ACCORDANCE WITH THE APPROVED DRAINAGE PLANS ON FILE IN THE TOWN OF COLLIERVILLE DEPARTMENT OF ENGINEERING. SUCH MAINTENANCE SHALL INCLUDE, BUT NOT BE LIMITED TO: REMOVAL OF SEDIMENTATION, FALLEN OBJECTS, DEBRIS AND TRASH, MOWING, OUTLET CLEANING.

THE FOLLOWING T.B.M.'S SHALL BE ESTABLISHED BEFORE RECORDING THE PLAT

DESCRIPTION	ELEVATION	LOCATION
TBM #1	278.50	IRON ON NORTH SIDE OF TINSLEY CREEK NORTH IN INTERSECTION WITH JELLS CREEK
TBM #2	279.60	IRON ON DOODWOOD BLVD ROAD IN FRONT OF LOT 280
TBM #3	281.68	IRON ON KATZ PLACE IN FRONT OF LOT 253
TBM #4	280.49	IRON ON TEMPERANCE CIRCLE SOUTH BY DRIVE OF LOT 254
TBM #5	281.83	IRON ON KATZ PLACE IN FRONT OF LOT 252
TBM #6	288.52	7-1/2" IRON ON WEST SIDE OF ALMADALE FARMS PARKWAY IN FRONT OF LOT 222
TBM #7	283.90	IRON ON WEST SIDE OF ALMADALE FARMS PARKWAY IN INTERSECTION WITH LEVINE LANE

**FINAL PLAN**  
**ALMADALE FARMS P.D.**

PARCELS 1, 2 & 3 PAGE 1

COLLIERVILLE, TENNESSEE

16 LOTS      780 +/- TOTAL ACRES      GEORGE F. BUCK 21, PAGES 254

DEVELOPER ALMADALE FARMS DEVELOPMENT 3704 SHEA ROAD COLLIERVILLE, TN 38017	ARCHITECT / SURVEYOR DAVIS ENGINEERING CO. INC. 6350 POPLAR AVE. SUITE 317 MEMPHIS, TN 38119	(901) 661-3015      (901) 767-1185
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200 YEAR FLOOD ELEVATION: 277.0 +/-      YEAR CURRENT FLOOD HEIGHT: 47157C 0240 E      YEAR MAP DATE: 02 DECEMBER 1994

19 FEBRUARY 2001      SCALE: 1" = 100 FT.      SHEET 1 OF 3

**LM2768**  
11/18/2001-13:03:48

PLAT BOOK: 108  
PAGE: 3

RECORDING FEE: 4.0 - 4.00  
STATE FEE: 1.0 - 1.00  
TOTAL: 5.00

PLAT BOOK: 108  
PAGE: 3

MADE AT TOWN OF COLLIERVILLE, TENNESSEE  
Tom Leatherwood, Mayor

**TOWN OF MAYOR AND ALDERMAN CERTIFICATE**

**LINDA KATZLEY** DO HEREBY CERTIFY THAT ALL REQUIRED IMPROVEMENTS HAVE BEEN INSTALLED OR AT A PERFORMANCE BOND OR OTHER COLLATERAL IN SUFFICIENT AMOUNT TO ASSURE THE COMPLETION OF ALL REQUIRED IMPROVEMENTS AS BEEN POSTED FOR THE PLANNED DEVELOPMENT SHOWN ON THIS PLAT AND ARE HEREBY APPROVED BY THE TOWN OF COLLIERVILLE.

11/14/01

DATE

*Linda Katzley*  
MAYOR, TOWN OF COLLIERVILLE

**PLANNING COMMISSION CERTIFICATE**

**DAVID WALDRON** DO HEREBY CERTIFY THAT THE TOWN OF COLLIERVILLE PLANNING COMMISSION HAS APPROVED THIS PLAT OF SUBDIVISION FOR RECORDING.

11-14-01

DATE

*David Waldron*  
CHAIRMAN, PLANNING COMMISSION  
TOWN OF COLLIERVILLE

**OWNER'S CERTIFICATE**

(WE) **David P. Hoke Jr. / Almadale Farms, LLC** THE UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN, HEREBY ADOPT THIS PLAT AS MY (OUR) PLAN OF SUBDIVISION AND DEDICATE THE STREETS, EASEMENTS, RIGHTS-OF-WAY, ACCESS AS SHOWN AND ALL UTILITIES TO THE TOWN OF ARLINGTON FOREVER, AND HEREBY CERTIFY THAT I (WE) AM (ARE) THE OWNER(S) IN FULL SIMPLE DULY AUTHORIZED SO TO ACT, AND THAT SAID PROPERTY IS UNENCUMBERED BY ANY TAXES THAT HAVE BECOME DUE AND PAYABLE.

*David P. Hoke Jr.*  
OWNER

Aug 16 2000  
DATE

**NOTARY'S CERTIFICATE**

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID STATE OF TENNESSEE COUNTY OF SHELBY, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED **David P. Hoke Jr.** WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGE HIMSELF (HERSELF) TO BE THE OWNER OF **ALMADALE FARMS, LLC** AND HE (SHE) SUCH OWNER, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN OBTAINED BY SIGNING HIS (HER) NAME, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN MEMPHIS, THIS 16th DAY OF August 2000.



**MORTGAGEE'S CERTIFICATE**

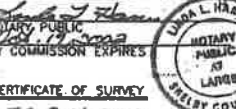
**FIRST TENNESSEE BANK N.A.** THE UNDERSIGNED MORTGAGEE OF THE PROPERTY SHOWN HEREON, HEREBY ADOPTS THIS PLAT AS OUR PLAN OF SUBDIVISION AND DEDICATE THE STREETS, EASEMENTS, AND RIGHTS OF ACCESS AS SHOWN TO THE PUBLIC USE FOREVER, AND HEREBY CERTIFY THAT WE ARE THE MORTGAGEE DULY AUTHORIZED SO TO ACT AND THAT SAID PROPERTY IS UNENCUMBERED BY ANY TAXES WHICH HAVE BECOME DUE AND PAYABLE.

*Joe Vayler*  
MORTGAGEE

3/16/2000  
DATE

**NOTARY'S CERTIFICATE**

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID STATE OF TENNESSEE COUNTY OF SHELBY, DULY COMMISSIONED AND QUALIFIED, PERSONALLY APPEARED **Joe Vayler** WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO, UPON OATH, ACKNOWLEDGE HIMSELF (HERSELF) TO BE THE MORTGAGEE OF THE **Almadale Farms, LLC** THE TOWN NAMED BARGAINERS AND THAT HE (SHE) EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN OBTAINED, IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL AT MY OFFICE IN MEMPHIS, THIS 16th DAY OF March 2000.



**CERTIFICATE OF SURVEY**

**Joe S. Wiseman** DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HAVE SURVEYED THE LANDS EMBRACED WITHIN THE PLAT OR MAP DESIGNATED AS ALMADALE FARMS PHASE 9, A SUBDIVISION ALL LYING WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLLIERVILLE, TENNESSEE; SAID PLAT OR MAP IS A TRUE AND CORRECT PLAT OR MAP OF THE LANDS EMBRACED THEREIN, SHOWING THE SUBDIVISION THEREOF IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF COLLIERVILLE, TENNESSEE; I FURTHER CERTIFY THAT THE SURVEY OF THE LANDS EMBRACED WITHIN SAID PLAT OR MAP HAVE BEEN CORRECTLY MONUMENTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF COLLIERVILLE.

IN WITNESS WHEREOF, I, THE SAID **Joe S. Wiseman** LAND SURVEYOR, HERETO SET MY HAND AND AFFIX MY SEAL THIS 16th DAY OF Feb 2001.

*Joe S. Wiseman*  
PROFESSIONAL LAND SURVEYOR  
STATE OF TENNESSEE  
CERTIFICATE NO. 1322



**ENGINEER'S CERTIFICATE**

**Thomas W. Chandler** DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, IS IN CONFORMANCE WITH THE DESIGN REQUIREMENTS OF THE ZONING ORDINANCE, THE SUBDIVISION REGULATIONS AND THE SPECIFIC CONDITIONS IMPOSED ON THE DEVELOPMENT, AND TAKES INTO ACCOUNT ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING LAWS AND REGULATIONS.

IN WITNESS WHEREOF, I, THE SAID **Thomas W. Chandler** PROFESSIONAL CIVIL ENGINEER, HERETO SET MY HAND AND AFFIX MY SEAL THIS 7th DAY OF February 2001.

*Thomas W. Chandler*  
REGISTERED PROFESSIONAL ENGINEER  
STATE OF TENNESSEE  
CERTIFICATE NO. 23915

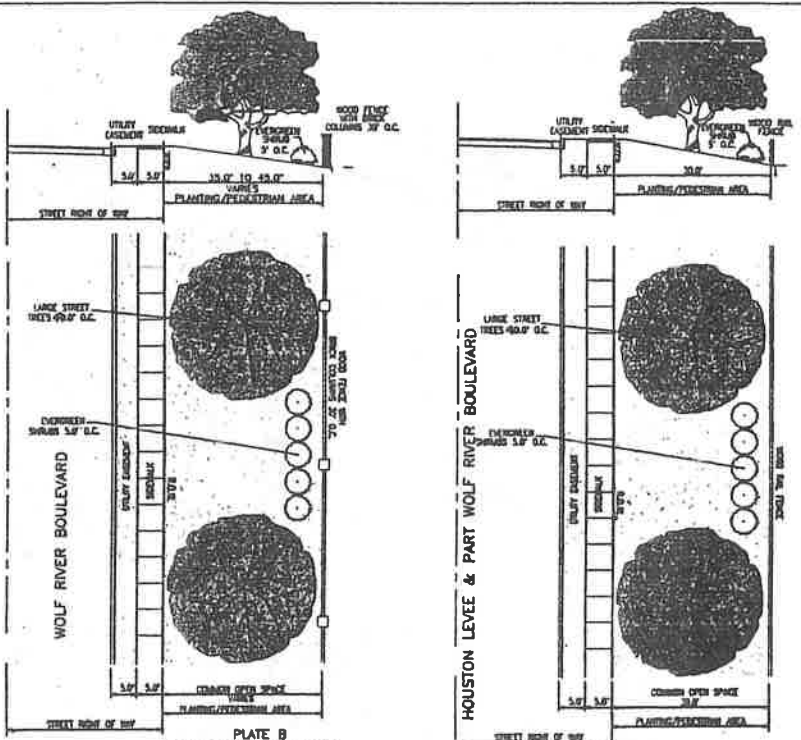


PLATE B  
STREETSCAPE AREA ALONG  
RESIDENTIAL PROPERTY

PLATE I  
STREETSCAPE AREA ALONG  
RESIDENTIAL PROPERTY

NOTE: FOR OVERALL LANDSCAPE FOR ALMADALE FARMS RD. PHASE 9 SEE LANDSCAPE PLAN APPROVED BY DRC ON SEPTEMBER 4, 2000.

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PLAT BOOK 100  
PAGE 3

DAVID ENGINEERING  
CORPORATION

<b>FINAL PLAN</b>		
<b>ALMADALE FARMS P.D.</b>		
PAGE 4		
COLLIERVILLE, TENNESSEE		
66 LRS	78.9 +/- TOTAL ACRES	RESPECT 2, BLOCK 24, PHASE 2B
DEVELOPER ALMADALE FARMS DEVELOPMENT 3284 SHEA ROAD COLLIERVILLE, TN 38017	ENGINEER / SURVEYOR DAVID ENGINEERING CO. INC. 5350 POPULAR AVE. SUITE 317 MEMPHIS, TN 38119 (901) 361-3815	FILED BY DATE 02 DECEMBER 1994 (301) 767-11
DATE OF RECORDING 27th +/-	FILED COUNTY FILE NUMBER 47157C 0240 E	FILED BY DATE 02 DECEMBER 1994
14 AUGUST 2000	SCALE: 1" = 100 FT.	SHEET 2 OF 3

ONLY FINAL PLANNED DEVELOPMENT  
Landscape Plan Conditions

CS PERMITTED

- A. Parcels 1-5 Single-Family Detached Dwelling Units and Accessory Use
B. Parcels 6 and 8 Single-Family Attached, Single-Family Detached Dwelling Units and Accessory Units
C. Parcel 7 Multi-Family, Townhomes, Single-Family Attached, Single-Family Detached Dwelling Units, and Accessory Units
D. Parcels 9 and 10 Any Use Permitted (P) in the SCC District
E. Parcel 11 Any Use Permitted (P) in the SCC District and Manufactured Home
F. C.O.S. 1-2.5-7 Open Space, Recreational Facilities, Shelters
G. C.O.S. 4 Open Space, Recreational Facilities, Shelters

AL REGULATIONS

- A. Parcel 1 Maximum Density of 18 Dwelling Units per Acre
B. Parcel 2 Maximum Density of 15 Dwelling Units per Acre
C. Parcels 3 and 4 Maximum Density of 15 Dwelling Units per Acre
D. Parcel 5 Maximum Density of 15 Dwelling Units per Acre
E. Parcel 6 Maximum Density of 4 Dwelling Units per Acre
F. Parcel 7 Maximum Density of 8 Dwelling Units per Acre
G. Parcel 8 Maximum Density of 8 Dwelling Units per Acre
H. Parcels 9, 10 and 11 Maximum Density of .25 FAR
I. Maximum Height 35 feet
J. Minimum lot and rear yard setbacks for single-family detached residential dwellings shall correspond to lot size in the following manner:

Table with 4 columns: Lot Size, Side Yard, Rear Yard, Lot Width. Rows include 17-15,000 SF, 8-10,000 SF, and 6,000 SF.

ACCESS, DRIVING AND CIRCULATION

- A. Determine and improve Houston Lane Road 57 feet from centerline as adjacent final plans of development are approved.
B. Determine and improve Sulfur Road 57 feet from centerline as adjacent final plans of development are approved.
C. Right-of-way and access points shall be determined as indicated on Master Plan.

LANDSCAPE

- A. Intact landscaping for Parcels 9, 10, and 11 shall be provided at a minimum ratio of .300 square feet landscaped area for every square parking space.
B. Pallets or an equivalent alternative is required adjacent to Sulfur Lane Road along Parcels 1, 2, 3, 4, 8 and 7.
C. Pallets or an equivalent alternative is required along the west and south line of Parcel 8.
D. Pallets or an equivalent alternative is required adjacent to the proposed Houston Lane Road along C.O.S. 1 and 2 and adjacent to Sulfur Lane Road along C.O.S. 4 and along the same space associated with Parcel 7.
E. Pallets or an equivalent alternative is required adjacent to proposed Houston Lane Road along C.O.S. 1 and 2 and adjacent to Sulfur Lane Road along C.O.S. 4 and along the same space associated with Parcel 7.
F. Pallets or an equivalent alternative is required adjacent to proposed Houston Lane Road and Sulfur Lane Road along Parcels 9, 10 and 11.
G. Existing trees shall be retained wherever feasible.
H. Lighting shall be directed so as not to glare on residential property.
I. Retain vegetation that will contribute to adjacent property.
J. All trees and shrubs shall be carefully maintained under an architectural statement of the building.

SIGNS

- A. Parcels 1-6 Signs shall be permitted in accordance with the R-1 District.
B. Parcels 7 and 8 Signs shall be permitted in accordance with the R-2M District.
C. Parcels 9, 10 and 11 Signs shall be permitted in accordance with the SCC District.
D. C.O.S. 1, 2 and 4 Submission entrance and Exit Signs shall be permitted in accordance with the R-1 District.
E. The location, size and number of signs shall be determined at the time of Site Plan review.
F. No temporary or portable signs are permitted.

DRAINAGE

- A. Design and construction of the stormwater conveyance and management facilities for this project shall be in accordance with the Submittal Regulations and the 'Rain in Columbia Drainage Design Manual'.
B. All drainage plans shall be submitted to the Town of Columbia Engineer for review.
C. The project shall be reviewed by the Tennessee Department of Health and Environment regarding their jurisdiction over the waterways as this site is in accordance with the Water Quality Control Act of 1977 (TCA 88-2-101 et seq.).
D. The Town of Columbia utility and Flood maps modify the both, cover, building setback, building height, parking, loading, screening, landscaping and site requirements if required alternatives are presented.
E. Amendments to the Planned Development may be requested by the Developer or the property owners if the project changes.
F. The location of any public hearing shall be determined at the time of any public hearing.

Any final plan shall include the following:

- A. The exact location and dimensions including height, of all buildings or habitable areas, parking areas, drives, required landscaping.
B. The number of parking spaces.
C. The location and covering, whether public or private, of any assumed.
D. A statement conveying all common facilities and open to a property owners' association, or other entity, for security and maintenance purposes.
E. The location of the boundary boundary.
F. The 100-year flood elevation.

RESOLUTION 00-07

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETTVILLE, TENNESSEE TO REPEAL CHAPTER 11 OF THE TOWN CODE...

WHEREAS,

it has been determined that the only reasonable way to assure completion of this development is to rezone the property to a Planned Unit Development...

WHEREAS,

application has been made for such an amendment pursuant to Section 11 of the Zoning Ordinance of the Town and...

WHEREAS,

the Planning Commission and the Board of Mayor and Aldermen approved the amendment to the building setback requirements for lots within Phases 1, 2, 3, 4 and 5 of the Almadale Farms Planned Unit Development...

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETTVILLE, TENNESSEE:

- Section 1. Phases 1, 2, 3 and 4 shall have the following minimum building setbacks:
Front yard 40 feet for Phases 1, 2 and 3; 30 feet for Phase 4.
Side yard 25 feet per site.
Rear yard 75 feet.
Section 2. The following conditions shall apply to the amendment:
a. All conditions of approval included with the final approved Almadale Farms PUD shall continue to apply...
b. The Almadale Farms Outline Plan shall be submitted prior to any new phases being submitted for review...
c. The site and setback shall be in accordance with the minimum building setbacks...
Section 3. IF IT FURTHER RESOLVED that the requirements of said aforementioned section of the Zoning Ordinance...

Adopted this 29th day of February, 2000.

PLANNING COMMISSION CONDITIONS OF APPROVAL

On July 11, 2000, the Planning Commission recommended approval of Almadale Farms, Phase 9 final plan with the following conditions:

- 1. A typical street section plan showing the right-of-way, pedestrian and utility easements, and building setbacks shall be recorded with the final plan.
2. The acquisition survey lines for the median located within Houston Lane Road and that these boundaries shall be provided by the developer.
3. The site and setback shall be in accordance with the minimum building setbacks...
4. The following information shall be added to the Final Plan:
-- Minimum building setbacks (as recommended by Development Staff and approved by the Planning Commission).
5. The developer will be required to enter into a Standard Development Agreement, as required in Article 14 of the Submittal Regulations...
6. The Town of Collettsville shall approve sanitary sewer and water distribution systems...
7. The developer shall extend sanitary sewer and water distribution through the site to serve unimproved properties...
8. Proposed landscaping shall be placed on utility, vehicle, or storage easements...
9. Private drainage ditches and auxiliary right-of-way for assessment of in-site detention requirements by the town...
10. All grading and drainage plans shall show a minimum of 100 feet of off-site slope on all sides...
11. Part of that site is within the Floodplain...
12. Provide O&M as soon as possible...
13. Site shall be reviewed for wetlands and ponds submitted in needed...
14. This project must be reviewed by the Tennessee Department of Health and Environment...
15. Phase system control measures must be in place before closing begins...
16. All off-site drainage facilities require a letter from adjacent property owner...
17. All 100-year flood elevations shall be indicated...
18. All common open areas, private streets, private easements...
19. All 100-year flood elevations shall be indicated...
20. All 100-year flood elevations shall be indicated...
21. Any revised construction to eliminate sight triangles...
22. The minimum site distance and geometry requirements for public streets shall be met...
23. The following note shall be included in any restrictive covenants filed for this subdivision:
In this subdivision, there is a five-foot utility easement reserved along the frontage and rear of all lots...
24. The area situated as "reserved for stormwater detention" may not be altered without first obtaining written permission...

LINE DATA

Table with columns: CURVE, BEARING, CHORD BEARING, ANGLE, DELTA, CHORD, DISTANCE. Lists curve data for various points.

Table with columns: CURVE, BEARING, CHORD BEARING, ANGLE, DELTA, CHORD, DISTANCE. Continuation of curve data.

CENTERLINE DATA

Table with columns: CURVE, BEARING, CHORD BEARING, ANGLE, DELTA, CHORD, DISTANCE. Lists centerline data for various points.

- 1. ONE CONDITION OF APPROVAL: ON SEPTEMBER 14, 2000 THE DESIGN REVIEW COMMISSION APPROVED THE LANDSCAPING AND FENCING PROPOSED FOR COMMON DRIVE SPACE IN PHASE 2 OF ALMADALE FARMS WITH THE FOLLOWING CONDITIONS:
a. THE APPLICANT SHALL OBTAIN ALL NECESSARY PERMITS.
b. THE HOMEOWNERS ASSOCIATION SHALL ENFORCE THE FENCING PROGRAM.
c. THE LOCATION OF THE FENCING SHALL BE DETERMINED BY THE DESIGNER AT THE TIME OF APPROVAL.
d. THE LOCATION OF THE FENCING SHALL BE DETERMINED BY THE DESIGNER AT THE TIME OF APPROVAL.
e. THE LOCATION OF THE FENCING SHALL BE DETERMINED BY THE DESIGNER AT THE TIME OF APPROVAL.

FINAL PLAN
ALMADALE FARMS P.D.
PARCELS 1, 2 & 3 PHASE 4
COLLETTVILLE, TENNESSEE
46 LOTS
278 +/- ACRES
2778 +/- ACRES
19 FEBRUARY 2001
SCALE: 1" = 100 FT.
SHEET 3 OF 3

LM 2768
11/18/2001-13103140
PLAT BOOK 109
PAGE 3
PLANNING AND DEVELOPMENT
TOWN OF COLLETTVILLE, TENNESSEE





*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.



**LM8867**

**11/29/2001-14:42:45**

Other: Real Estate - Miscellaneous		75
D/C: 3 - MAX HAYES		
VALUATION	N / A	
TENNESSEE TAX	N / A	
MISCELLANEOUS FEE	N / A	
RECORDING FEE		40.00
DP FEE		2.00
REGISTER'S FEE	N / A	
WALK THRU FEE	N / A	
<b>TOTAL AMOUNT</b>		<b>42.00</b>
PAGE COUNT: 8   PAGE ADDED: No   GROUP ID: X00105069T		
STATE of TENNESSEE, COUNTY of SHELBY <b>Tom Leatherwood, REGISTER</b>		

**JOINDER OF OWNER**

Dave Moore Construction, LLC, the owner of Lots 268 and 271, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**DAVE MOORE CONSTRUCTION, LLC**

By: \_\_\_\_\_

*[Signature]*  
Dave Moore, Chief Manager

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, \_\_\_\_\_, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Dave Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Chief Manger of DAVE MOORE CONSTRUCTION, LLC, a TENNESSEE limited liability company, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand and Notarial Seal at office this 7 day of July, 2004.

*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**JOINDER OF OWNER**

Bob Reed Builder, LLC, the owner of Lots 267, 270, 274 and 277, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

BOB REED BUILDER, LLC

By:

*Bob Reed*  
Bob Reed, Chief Manager

STATE OF TENNESSEE

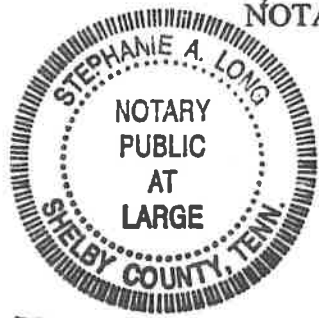
COUNTY OF SHELBY

Before me, STEPHANIE LONG, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Bob Reed, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Chief Manager of BOB REED BUILDER, LLC, a \_\_\_\_\_ limited liability company, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand and Notarial Seal at office this 1<sup>st</sup> day of JULY, 2004.

*Stephanie A. Long*  
NOTARY PUBLIC

My Commission Expires:  
October 10, 2006



JOINDER OF OWNER

Inglewood Homes, LLC, the owner of Lots 264, 269, 278, 279 and 280, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

STATE OF TENNESSEE

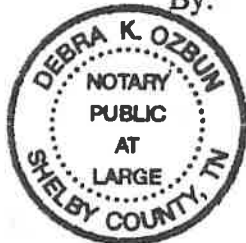
COUNTY OF SHELBY

Before me, Debra K. Ozburn, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Eric Tucker, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Chief Manager of INGLEWOOD HOMES, LLC, a \_\_\_\_\_ limited liability company, the within named bargainor, and that he as such Chief Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Chief Manager.

INGLEWOOD HOMES, LLC

By:

Eric Tucker (Chief Manager)  
Eric Tucker, Chief Manager



STATE OF TENNESSEE

COUNTY OF SHELBY

My Commission Expires April 17 2007

WITNESS my hand and Notarial Seal at office this 13 day of July, 2004.

Debra K. Ozburn  
NOTARY PUBLIC

My Commission Expires:

April 17, 2007



**JOINDER OF OWNER**

James T. and Sharon D. Roberts, the owners of Lot 273 under contract, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

James T. Roberts  
James T. Roberts

Sharon D. Roberts  
Sharon D. Roberts

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, Miranda C. Morrow, a Notary Public, JAMES T. ROBERTS and SHARON D. ROBERTS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 15<sup>th</sup> day of July, 2004.

Miranda C. Morrow  
NOTARY PUBLIC

My Commission Expires:  
**MY COMMISSION EXPIRES JUNE 7, 2008**

JOINDER OF OWNER

Allen and Elizabeth Riggs, the owners of Lot 275, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

Elizabeth Riggs  
Elizabeth Riggs

Allen Riggs  
Allen Riggs

STATE OF TENNESSEE

COUNTY OF SHELBY

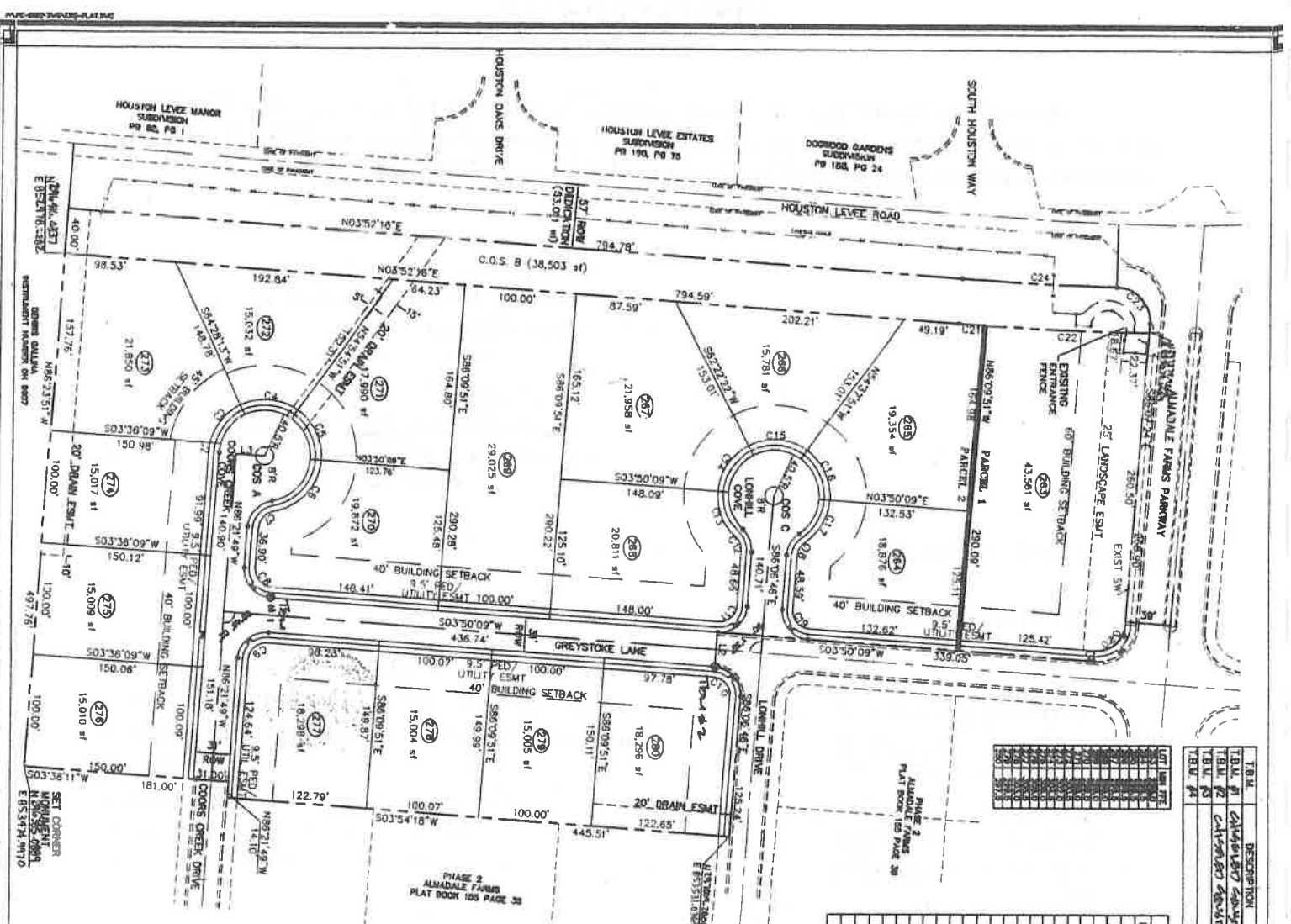
Before me, KARL Q. Chambliss, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Elizabeth/Allen Riger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the CUSTOMERS of RIVERBIRCH CONSTRUCTION, LLC, a LLC limited liability company, the within named bargainer, and that he/she as such customers, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as such \_\_\_\_\_.

WITNESS my hand and Notarial Seal at office this 2<sup>nd</sup> day of July, 2004.

Karl Q. Chambliss  
NOTARY PUBLIC

My Commission Expires:  
**MY COMMISSION EXPIRES:**  
August 30, 2005

EXHIBIT B-5



T.B.M.	DESCRIPTION	ELEV.
T.B.M. #1	Corner of Houston Level Road and Greystoke Lane	298.21
T.B.M. #2	Corner of Houston Level Road and Greystoke Lane	298.21
T.B.M. #3	Corner of Houston Level Road and Greystoke Lane	298.21
T.B.M. #4	Corner of Houston Level Road and Greystoke Lane	298.21

BUILDING SETBACKS *	FRONT YARD	40 FEET
	SIDE YARD	7.5 FEET
	REAR YARD	25 FEET
* OR AS OTHERWISE NOTED ON THE PLAT		

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	8.07	40.50	4.05	8.05	N89°29'30"V	118°47'28"
C2	34.94	40.50	16.64	33.86	N20°14'29"V	49°52'28"
C3	42.89	40.50	23.67	40.88	N64°46'41"E	60°36'56"
C4	41.93	40.50	22.80	39.73	N64°47'39"E	59°43'00"
C5	33.80	40.50	17.17	32.80	S48°06'29"E	76°08'44"
C6	33.30	40.50	16.64	32.89	S48°12'28"E	75°18'42"
C7	39.48	40.50	20.49	38.49	N44°44'13"E	69°48'08"
C8	29.58	40.50	14.79	28.58	S34°13'35"E	69°11'36"
C9	39.52	40.50	20.49	38.52	N44°44'13"E	69°48'08"
C10	32.42	40.50	16.64	31.42	S48°06'29"E	76°08'44"
C11	32.42	40.50	16.64	31.42	S48°06'29"E	76°08'44"
C12	32.42	40.50	16.64	31.42	S48°06'29"E	76°08'44"
C13	32.42	40.50	16.64	31.42	S48°06'29"E	76°08'44"
C14	41.93	40.50	22.80	39.73	N64°47'39"E	59°43'00"
C15	34.42	40.50	18.26	33.42	N64°46'41"E	60°36'56"
C16	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C17	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C18	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C19	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C20	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C21	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C22	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C23	36.42	40.50	20.49	35.42	N44°44'13"E	69°48'08"
C24	141.89	2921.79	70.94	141.83	N62°28'59"V	2°46'34"



LINE	LENGTH	BEARING
L1	8.40	S88°37'24"E
L2	2.00	S88°37'44"E
L3	2.00	S88°38'11"E
L4	3.30	S88°37'24"E



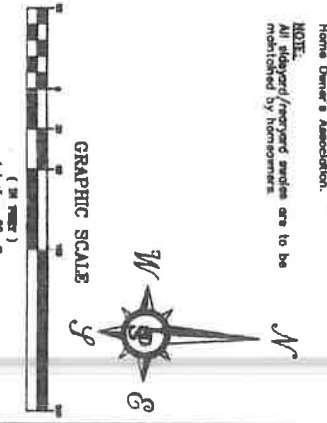
TOPLAND RECORDS  
 FILE BOOK 209  
 PAGE 117

FINAL PLAT  
 ALMADALE FARMS PHASE 14  
 PARCELS 1 AND 2  
 COLLENVILLE, TENNESSEE

OWNER/DEVELOPER:  
 COLLENVILLE LAND COMPANY, INC.  
 COLLENVILLE, TENNESSEE 38017

DATE: SEPTEMBER 2003  
 TOTAL ACRES: 2.00

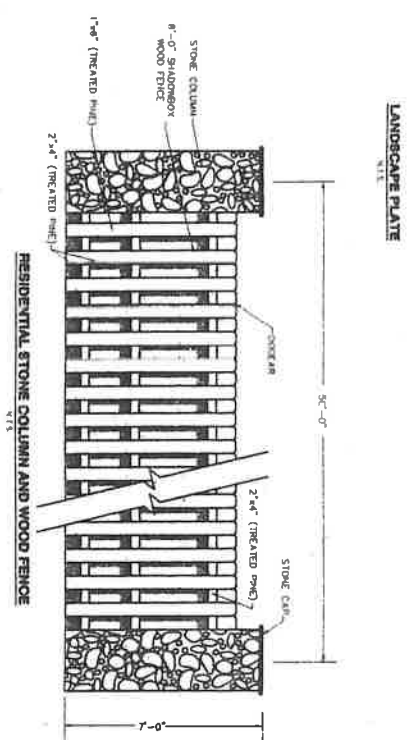
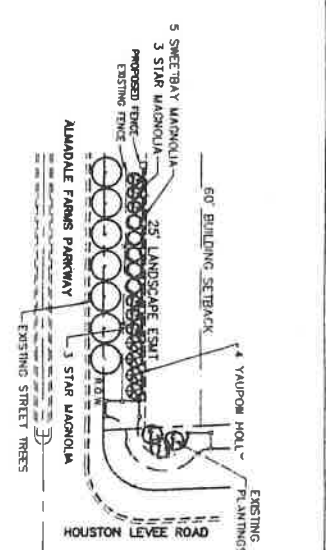
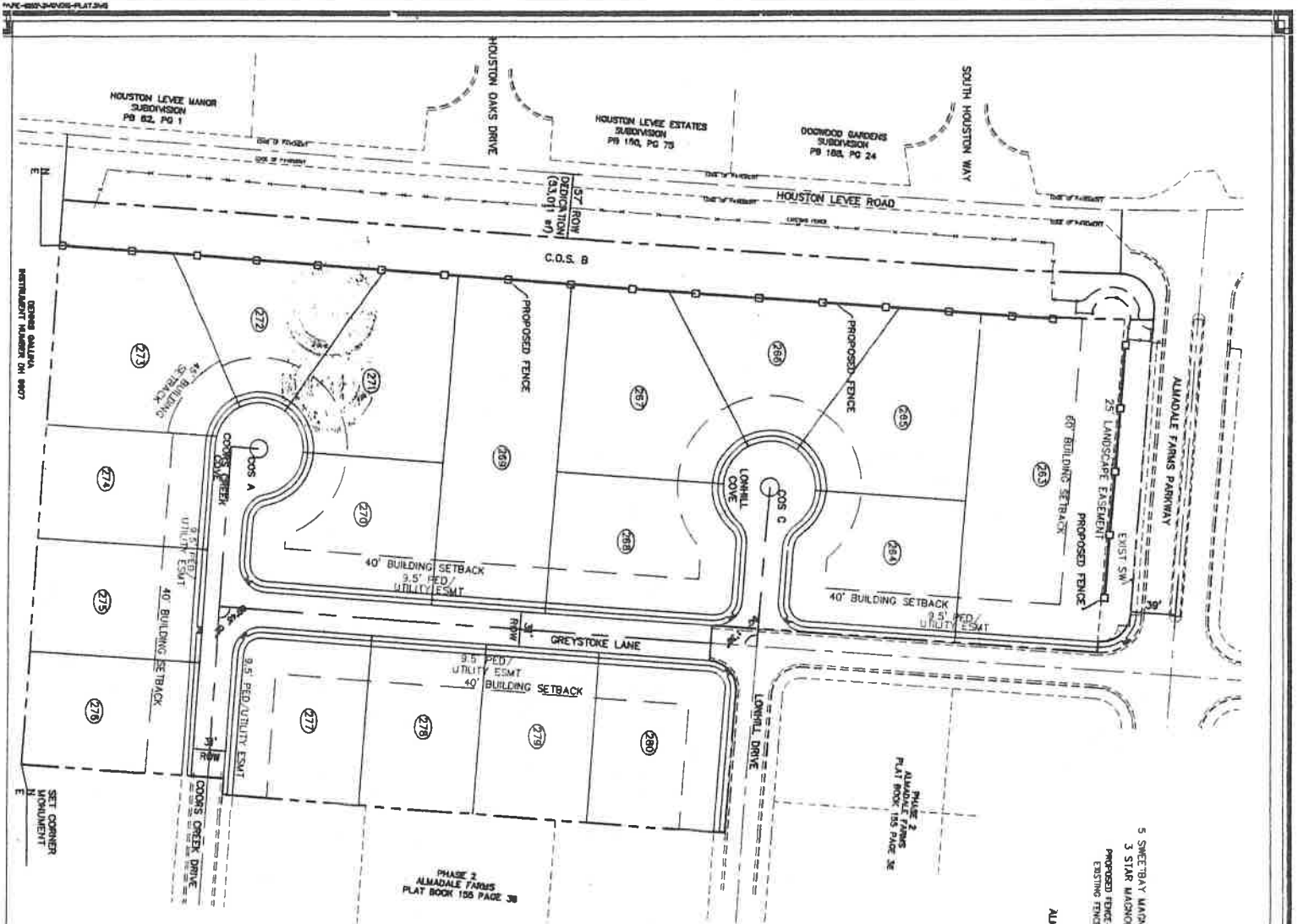
LAND DEVELOPMENT SOLUTIONS, LLC  
 1385 Lupton Rd., Ste. 206  
 Memphis, TN 38117  
 Phone: 901-848-0811  
 Fax: 901-848-0828



T.B.M. #1 OF ALMADALE MONUMENT LOCATED AT THE CORNER OF HOUSTON LEVEL ROAD AND GREYSTOKE LANE. MONUMENT AT THE BACK OF CURB ON HOUSTON OAK SIDE. ELEV. = 290.83

THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD AS PER FEMA FIRM MAP 190 - 1549 FLOOD ELEVATION 27.70

EXHIBIT B-5  
(cont.)



DATE: 11/17/03	SCALE: 1" = 100'
PROJECT: ALMADALE FARMS	DATE: 11/17/03
PLAT BOOK: 289	SCALE: 1" = 100'
DATE: 11/17/03	SCALE: 1" = 100'
DATE: 11/17/03	SCALE: 1" = 100'

**FINAL PLAT LANDSCAPE PLAN**  
**ALMADALE FARMS PHASE 14**  
**PARCELS 1 AND 2**  
**COLLENVILLE, TENNESSEE**  
 SEPTEMBER, 2003  
 TOTAL AREA: 8,896 ACRES  
 TOTAL LOTS: 18  
 OWNER/DEVELOPER:  
**COLLENVILLE LAND COMPANY, INC.**  
 3224 STEA ROAD  
 COLLENVILLE, TENNESSEE 38017

**LAND DEVELOPMENT SOLUTIONS, LLC**  
 CONSULTING PLANNERS AND ENGINEERS  
 1380 Lamar Ave., Suite 200  
 Nashville, TN 37203  
 Phone: 615-918-2888  
 Fax: 615-918-5800

**TABLE**  
 CITY OF MEMPHIS MONUMENT LOCATED AT THE SOUTHWEST CORNER OF HOUSTON LEVEE ROAD AND HOUSTON OAKS DRIVE. MONUMENT AT THE BACK OF CORNER ON HOUSTON OAKS DRIVE. ELEVATION: 428.65.  
 THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD AS PER F.E.M.A. FIRM MAP # 47520Z040E, DATED DECEMBER 2, 1994 100 - YEAR FLOOD ELEVATION 277.0

EXHIBIT B-5  
(cont.)

ALMADALE FARMS, PLANNED DEVELOPMENT  
DEVELOPMENT PLAN CONDITIONS

1. USES PERMITTED
  - A. Residential 1-5, Single-Family Detached Dwelling Units and Accessory Use
  - B. Units and Accessory Uses
  - C. Detached Dwelling Units, and Accessory Use
  - D. Detached Dwelling Units, and Accessory Use
  - E. Parcel 9 and 10 Any Use Permitted (P) in the SCC District
  - F. Parcel 11 Any Use Permitted (P) in the SCC District and Municipal Uses
  - G. C.O.S. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
  - H. Open Space, Recreational Facilities, Stables
- II. BULK REGULATIONS
  - A. Parcel 1 Maximum Density of 1.0 Dwelling Units per Acre
  - B. Parcel 2 Maximum Density of 2.5 Dwelling Units per Acre
  - C. Parcel 3 Maximum Density of 3.0 Dwelling Units per Acre
  - D. Parcel 4 Maximum Density of 3.5 Dwelling Units per Acre
  - E. Parcel 5 Maximum Density of 4.0 Dwelling Units per Acre
  - F. Parcel 6 Maximum Density of 4.5 Dwelling Units per Acre
  - G. Parcel 7 Maximum Density of 5.0 Dwelling Units per Acre
  - H. Parcel 8 Maximum Density of 5.5 Dwelling Units per Acre
  - I. Parcel 9, 10 and 11 Maximum Density of 6 Dwelling Units per Acre
  - J. Minimum front yard setback and shall be illustrated on the master plan which correspond to lot also in the following manner:
 

Lot Size	Side Yard	Lot Width
12-13,000+ S.F.	10-foot one side	30
8,000 S.F.	10-foot opp. side	30
10-foot opp. side	20	70
7-foot opposite	20	45
  - K. Setbacks for Parcel 7 shall be in accordance with the requirements of the R-4 District, SCC District.
- III. ACCESS, PARKING AND CIRCULATION
  - A. Access to Houston Lane Road 87 feet from centerline on adjacent front plans of
  - B. Dedicated Walk Way 5 feet from the centerline with a total of 114 feet right-of-way
  - C. As depicted, final plans of development or approval
  - D. Curb cuts and access points shall be permitted as indicated on Master Plan
- IV. LANDSCAPING
  - A. The following shall be provided for Parcels 9, 10, and 11 shall be provided at a minimum ratio of 1:200 square feet of landscape for every 1,000 square feet of lot area
  - B. Plant 5 - or equivalent alternative is required adjacent to the proposed Houston Lane Road along C.O.S. 1, 2, 3, 5, 6 and 7
  - C. Plant 5 - or equivalent alternative is required along the west and south line of Parcel 8
  - D. Plant 5 - or equivalent alternative is required adjacent to the proposed Houston Lane Road along C.O.S. 1, 2 and 3 and adjacent Station Road along C.O.S. 4 and along
  - E. The open space associated with Parcel 7
  - F. Plant 5 - or equivalent alternative is required adjacent to the proposed Houston Lane Road and Station Road along Parcels 9, 10 and 11
  - G. Existing trees shall be retained wherever feasible
  - H. Lighting shall be provided for all lots to give an residential property
  - I. Rainwater collection shall be provided for all lots to give an residential property
  - J. All roof mounted HVAC equipment shall be completely screened with an architectural element of the building
  - V. SIGNS
    - A. Signs 1-8 Signs shall be permitted in accordance with the R-1 District.
    - B. Signs 9-10 Signs shall be permitted in accordance with the R-1H District.
    - C. Signs 11-12 Signs shall be permitted in accordance with the SCC District.
    - D. C.O.S. 1, 2 and 4 Substitution entrance and City Signs shall be permitted in accordance with the R-1 District.
    - E. The location, size and number of signs shall be determined at the time of Site Plan review.
    - F. No temporary or portable signs are permitted.
  - V. DRAINAGE
    - A. Design and construction of the stormwater drainage and management facilities for this project shall be in accordance with the Subdivision Regulations and the Town of Collierville Drainage Design Manual.
    - B. All drainage plans shall be submitted to the Town of Collierville Engineer for Review.
    - C. The project must be executed by the Tennessee Department of Health and Environment, Health Department, on the watercourse or this site in accordance with the Water Quality Control Act of 1977 (TCA 68-3-101 et seq.)
- VI. The Town of Collierville Mayor and Board may modify the bulk, access, building setbacks, building height, parking, loading, screening, landscaping, and sign requirements if equivalent alternatives are presented.
- VII. Arrangements to the Planned Development may be requested by the Developer or their designees without the consent of other property owners within the Planned Development; however, all property owners within the Planned Development shall receive a notice of any public hearing.
- VIII. Any final plan shall include the following:
  - A. The exact location of the proposed building height, of all buildings or building areas.
  - B. The location of parking spaces
  - C. The location and contents, whether public or private, at any easement
  - D. A statement conveying all common facilities and areas to a property owner
  - E. The location of any other utility for ornamental and maintenance purposes
  - F. The location of the property boundary
  - G. The 100-year flood elevation

RESOLUTION 00-07

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETSVILLE, TENNESSEE, PURSUANT TO THE TITLE XX, CHAPTER 11, OF THE MUNICIPAL CODE OF COLLETSVILLE, TENNESSEE, APPROVING AN AMENDMENT TO THE BUILDING SETBACK REQUIREMENTS FOR LOTS WITHIN PHASES 1, 2, 3 AND 4 OF THE ALMADALE FARMS PLANNED UNIT DEVELOPMENT.

WHEREAS, it has been determined that the only reasonable way to ensure completion of such development in a coordinated, timely manner and in a way which causes minimum negative impact on the Town is through the designation of the project as a Planned Unit Development in accordance with Section 11 of the Zoning Ordinance of the Town; and

WHEREAS, application has been made for such an amendment pursuant to Section 11 of the Zoning Ordinance of the Town; and

WHEREAS, the Planning Commission and the Board of Mayor and Aldermen reviewed the application and the project at a public hearing held on February 26, 2003; and

WHEREAS, at the conclusion of its meeting, the Mayor and Board of Aldermen approved the amendment to the building setback requirements for lots within Phases 1, 2, 3 and 4 of the Almada Farms Planned Unit Development with conditions, as enumerated below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETSVILLE, TENNESSEE THAT:

Section 1. Phases 1, 2, 3 and 4 shall have the following minimum building setbacks:

Front Yard	40 feet for Phases 1, 2 and 3
Side Yard	20 feet for Phase 1, 2 and 3
Side Yard	7.5 feet per side
Rear Yard	3.5 feet per side Parcel 8
Rear Yard	25 feet per side Parcel 9 adjacent to Mattytown and
Rear Yard	25 feet per side Parcel 10 adjacent to Mattytown and
Rear Yard	25 feet per side Parcel 11 adjacent to Mattytown and

Section 2. The following conditions shall apply to the amendment:

- a. All conditions of approval included with the initial approval of Almada Farms PUD shall continue to apply, except as amended by the Town of Collierville.
- b. The Almada Farms Outline Plan shall be recorded prior to any new phases being submitted for review and approval.
- c. Parcel 5, or illustrative on the Almada Farms Outline Plan shall abide by the originally approved front, side and rear yard setback requirements.

Section 3. BE IT FURTHER RESOLVED that the requirements of each re-dimensioned section of the Zoning Ordinance regulations shall be deemed to have been complied with; that the Preliminary Plan and Conditions of Approval shall continue to bind the applicant, owner, mortgagee (if any), and the legislative body as well as the heirs, assigns and successors in interest of the parties with respect to this certain lot plan and conditions of approval; and that the applicant, owner, mortgagee (if any) and the legislative body shall be deemed to have complied with the provisions of Section 11 of the Zoning Ordinance of the Town of Collierville.

Adopted this the 28th day of February, 2003.

RESOLUTION 2003-38

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETSVILLE, TENNESSEE, PURSUANT TO CHAPTER 11, OF THE MUNICIPAL CODE OF COLLETSVILLE, TENNESSEE, APPROVING AN AMENDMENT TO THE BUILDING SETBACK REQUIREMENTS FOR LOTS WITHIN PHASES 1, 2, 3 AND 4 OF THE ALMADALE FARMS PLANNED UNIT DEVELOPMENT.

WHEREAS, it has been determined that the only reasonable way to ensure completion of such development in a coordinated, timely manner and in a way which causes minimum negative impact on the Town is through the designation of the project as a Planned Unit Development in accordance with Section 11 of the Zoning Ordinance of the Town; and

WHEREAS, application has been made for such an amendment pursuant to Section 11 of the Zoning Ordinance of the Town; and

WHEREAS, the Planning Commission and the Board of Mayor and Aldermen reviewed the application and the project at a public hearing held on July 28, 2003; and

WHEREAS, at the conclusion of its meeting, the Mayor and Board of Aldermen approved the amendment to the minimum setbacks for Phase 14 of the Almada Farms PUD as described with conditions as enumerated below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETSVILLE, TENNESSEE THAT:

Section 1. The minimum building setbacks for Phase 14 (Exhibit A) of the Almada Farms PUD shall be as follows:

Front: 40 feet*
Side: 7.5 feet
Rear: 25 feet

\* Unless otherwise shown on the recorded plat.

Section 2. The following conditions shall apply to the amendment:

1. All conditions of approval included with the initial approval of Almada Farms PUD shall continue to apply, except as amended by the Town of Collierville.
2. All conditions of approval included with the subdivision plat shall continue to apply, except as amended by the Town of Collierville.
3. The applicant shall be required to amend and re-record the Almada Farms PUD Outline Plan.
4. The minimum building setback for this lot located on the southwest corner of Almada Farms Parkway and Crystalina Lane shall be 80 feet.

Section 3. Be it further resolved that the requirements of each re-dimensioned section of the Zoning Ordinance regulations shall be deemed to have been complied with; that the Preliminary Plan and Conditions of Approval shall continue to bind the applicant, owner, mortgagee (if any), and the legislative body as well as the heirs, assigns and successors in interest of the parties with respect to this certain lot plan and conditions of approval; and that the applicant, owner, mortgagee (if any) and the legislative body shall be deemed to have complied with the provisions of Section 11 of the Zoning Ordinance of the Town of Collierville.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Lynn Carmack, Town Clerk

\_\_\_\_\_  
Linda Karity, Mayor

FINAL PLAT  
ALMADALE FARMS PHASE 14  
PARCELS 1 AND 2

COLLETSVILLE, TENNESSEE

SEPTEMBER, 2003

TOTAL ACRE: 889 ACRES

TOTAL LOTS: 10

OWNER/DEVELOPER  
COLLETSVILLE LAND COMPANY, INC.

COLLETSVILLE, TENNESSEE 38017



LAND DEVELOPMENT SOLUTIONS, LLC  
CONSULTING PLANNERS AND ENGINEERS  
3800 Leland Rd., Ste. 740  
Memphis, TN 38117  
Phone: 901-671-6888  
Fax: 901-671-6828

EXHIBIT B-5  
(cont.)

SURVEYOR'S CERTIFICATE

I, Charles E. Hays, DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR AND THAT I HAVE SURVEYED THE LANDS, EMBRACED WITHIN THE PLAN OR PLANS, AND THE CORRELATIVE LINES OF ALL TOWNSHIP AND RANGE LINES WITHIN THE CORPORATE LIMITS OF THE TOWN OF COLLETTVILLE, TENNESSEE, SAID PLAN OR MAP IS A TRUE AND CORRECT PLAN OR MAP OF THE LANDS EMBRACED THEREIN, SHOWING THE SUBDIVISION HEREOF IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF COLLETTVILLE, TENNESSEE. I FURTHER CERTIFY THAT THE SURVEY OF THE LANDS EMBRACED WITHIN THE PLAN OR MAP HAS BEEN CONDUCTED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF COLLETTVILLE, TENNESSEE.

IN WITNESS WHEREOF, I, THE SAID Charles E. Hays, SURVEYOR, HEREBY SET OUR HAND AND AFFIX MY SEAL THE 23 DAY OF February, 2003.

LAND SURVEYOR  
STATE OF TENNESSEE  
CERTIFICATE NO. 2027



CERTIFICATE OF ADEQUACY OF STORM DRAINAGE

I, Robert DeWain, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL CIVIL ENGINEER AND THAT I HAVE REVIEWED THE WATER DRAINAGE FOR THE ALMADALE FARMS PHASE 14 SUBDIVISION, NOW ADJACENT PROPERTY WILL BE DAMAGED OR THE CHARACTER OF LAND USE AFFECTED BY THE VELOCITY AND VOLUME OF WATER EXITING OR LEAVING SAME.

IN WITNESS WHEREOF, I, THE SAID Robert DeWain, PROFESSIONAL CIVIL ENGINEER, HEREBY SET OUR HAND AND AFFIX MY SEAL THE 23 DAY OF February, 2003.

PROFESSIONAL CIVIL ENGINEER  
STATE OF TENNESSEE  
CERTIFICATE NO. 2000



CERTIFICATE OF ACCURACY OF ENGINEERING AND DESIGN  
I, Robert DeWain, PROFESSIONAL CIVIL ENGINEER, DO HEREBY CERTIFY THAT THE PLANS SHOWN AND DESCRIBED ON THIS CONSTRUCTION PLAN REGARDING ENGINEERING AND DESIGN GOVERNING THE CONSTRUCTION OF THIS SUBDIVISION ARE TRUE AND CORRECT, AND CONFORM TO THE REGULATIONS SET FORTH IN THE SUBDIVISION REGULATIONS AND TECHNICAL SPECIFICATIONS OF THE TOWN OF COLLETTVILLE.

DATE 1/26/03  
PROFESSIONAL CIVIL ENGINEER  
STATE OF TENNESSEE  
CERTIFICATE NO. 2000



PLANNING COMMISSION CERTIFICATE

I, Don Swartz, DO HEREBY CERTIFY THAT THE PLAN OF COLLETTVILLE PLANNING COMMISSION HAS APPROVED THIS PLAN OF SUBDIVISION FOR RECORDING.

DATE 2/18/2003  
SCHEMATIC PLANNING COMMISSION  
TOWN OF COLLETTVILLE

BOARD OF MAYOR AND ALDERMEN CERTIFICATE

I, Linda Kerley, DO HEREBY CERTIFY THAT ALL REQUIREMENTS HAVE BEEN INSTALLED OR THAT A PERFORMANCE BOND OR OTHER SECURITY HAS BEEN POSTED TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS HAS BEEN POSTED FOR THE SUBDIVISION SHOWN ON THIS PLAN AND AREA HEREBY APPROVED BY THE TOWN OF COLLETTVILLE.

DATE 2-16-03  
MAYOR, TOWN OF COLLETTVILLE

MORTGAGE CERTIFICATE

THE UNDERSIGNED MORTGAGEE, HEREBY CONSENT AND AGREE TO THE PLAN OF DEVELOPMENT AS SUBMITTED BY OWNER(S) OF THE PROPERTY.

INSTITUTION \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NOTARY'S CERTIFICATE  
STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AT MEMPHIS, DULY COMMISSIONED AND QUALIFIED, I DO PERSONALLY AND QUALIFIED AND WHO, UPON HIS/HER OATH, ACKNOWLEDGE HIMSELF/HERSELF TO BE THE OWNER(S) OF THE PROPERTY, THE WITHIN NAMED BANK/OWNER AND HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL AT MY OFFICE IN MEMPHIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
BY COMMISSION EXPIRES \_\_\_\_\_

OWNER'S CERTIFICATE

I, Charles E. Hays, the UNDERSIGNED OWNER(S) OF THE PROPERTY SHOWN HEREBY ADOPT THIS AS MY/OUR PLAN OF DEVELOPMENT AND REDIGATE THE STREETS RIGHTS-OF-WAY, AND FOREVER, AS HEREBY SHOWN, AND FOR MEMORIE TO PUBLIC USE OF SAID PROPERTY IN THE SHOWN, DULY AUTHORIZED TO ACT AND MORTGAGES THAT HAVE BECOME DUE AND PAYABLE.

SIGNATURE Charles E. Hays

NOTARY'S CERTIFICATE  
STATE OF TENNESSEE  
COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE AND COUNTY AT MEMPHIS, DULY COMMISSIONED AND QUALIFIED, I AM PERSONALLY ACQUAINTED AND WHO, UPON HIS/HER OATH, ACKNOWLEDGE HIMSELF/HERSELF TO BE THE OWNER OF THE PROPERTY, THE WITHIN NAMED BANK/OWNER AND HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED IN WITNESS WHEREOF, I HEREBY SET MY HAND AND AFFIX MY NOTARIAL SEAL AT MY OFFICE IN MEMPHIS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
STATE OF TENNESSEE  
COUNTY OF SHELBY

RESOLUTION 2003-27

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETTVILLE PURSUANT TO CHAPTER 1 OF THE ZONING ORDINANCE APPROVING AN AMENDMENT TO THE ALMADALE FARMS PLANNED UNIT DEVELOPMENT OUTLINE PLAN MODIFYING THE BOUNDARIES OF PARCELS 1 AND 2.

WHEREAS, it has been determined that the city responsible way to assure completion of such development in a timely manner is to approve the project as a Planned Unit Development in accordance with Section 11 of the Zoning Ordinance of the Town; and,

WHEREAS, application has been made for such an amendment pursuant to Section 1 of the Zoning Ordinance of the Town; and,

WHEREAS, the Planning Commission and the Board of Mayor and Aldermen, pursuant to Resolution 2003-27 in separate meetings and in a Public Hearing before the Board on June 23, 2003; and,

WHEREAS, at the conclusion of the meeting, the Mayor and Board of Aldermen approved the amendment to the parcel boundaries of the Almada Farms PUD as shown in Exhibit A with conditions, which conditions are enumerated below.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF COLLETTVILLE, TENNESSEE THAT:

- Section 1. The boundaries of Parcel 1 and 2 shall be modified as shown in Exhibit A.
- Section 2. The following conditions shall apply to the amendment:
  - All conditions of approval included with the initial approval of Almada Farms PUD shall continue to apply, except as amended by the Town of Collettville.
  - The applicant shall be required to amend and re-record the Almada Farms PUD Outline Plan.
- Section 3. Be it further resolved that the requirements of said aforementioned action of the Zoning Ordinance regulation shall be deemed to have been complied with; that the Preliminary Plan and Conditions of Approval shall continue to bind the applicant, owner, mortgagee (if any), and the legislative body as well as the heirs, assigns or successors in interest of the parties with respect to the nature, design and conditions of approval; and that the final plat/owner may file final development plans in accordance with the preliminary development plan and conditions of approval and in accordance with the provisions of Section 11 of the Zoning Ordinance of the Town of Collettville.

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

Lynn Cormack, Town Clerk

Linda Kerley, Mayor

FINAL PLAT  
ALMADALE FARMS PHASE 14  
PARCELS 1 AND 2  
COLLETTVILLE, TENNESSEE

TOTAL AREA: 8,956 ACRES  
98 FEBRUARY, 2003  
TOTAL LOTS: 16

OWNER/DEVELOPER:  
COLLETTVILLE LAND COMPANY, INC.  
1324 SEEA ROAD  
COLLETTVILLE, TENNESSEE 38017

02031254  
02031254  
PLAT BOOK: 209  
PAGE: 17  
DATE: 11/11/03  
TOM LATERWOOD  
CONVEYING PLANNERS AND ENGINEERS  
13801 Lumbert Rd., Ste. 400  
Memphis, TN 38119-0871  
Tel: 901-818-6538





*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.



04131186

08/05/2004 - 02:52 PM

17 PGS : R - SUB RESTRICTION

KATHY 249492-4131186

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	85.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	87.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

Prepared by and Return to:  
Stewart G. Austin, Jr., Attorney  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 100  
Memphis, Tennessee 38119  
(901) 685-1322

**FIFTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ALMADALE FARMS P.D.**

**THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D.** (hereafter "Declaration"), made this 5 day of August, 2004, by **Almadale Farms**, a Tennessee general partnership (hereafter "Declarant").

**W I T N E S S E T H :**

**WHEREAS**, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record on June 26, 1995, at Instrument No. FD 3870, as amended by First Amendment of record at Instrument No. FR 6003, Second Amendment at Instrument No. JP 7898, Third Amendment at Instrument No. KX 4116, and Fourth Amendment at Instrument No. LM 8867 all in the Register's Office of Shelby County, Tennessee; and

**WHEREAS**, Declarant reserved the right in the Declaration to expand the Property as said term is defined therein; and

**WHEREAS**, Declarant desires to amend the Declaration as set forth below; and

**WHEREAS**, the Developer has caused plats of the property to be filed in Plat Book 151, Page 38, for Phase 1 of the property, in Plat Book 154, Page 77, for Phase 2 of the property, in Plat Book 168, Page 2 for Phase 5, in Plat Book 182, Page 70 for Phase 6 of the property, in Plat Book 196, Page 3 for Phase 9 of the property and in Plat Book 209, Page 17 for Phase 14 of the property, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats").

**NOW, THEREFORE**, the Declaration is hereby amended as follows:

1. The fourth paragraph on page 1 of the Declaration is further amended by deleting the same in its entirety and the following is substituted in lieu thereof:



"WHEREAS, the Developer has caused plats of the Property to be filed in Plat Book 151, Page 38, for Phase 1, in Plat Book 154, Page 77, for Phase 2, in Plat Book 168, Page 2 for Phase 5, in Plat Book 182, Page 70 for Phase 6, in Plat Book 196, Page 3 for Phase 9 and in Plat Book 209, Page 17 for Phase 14 of the development, all in the Register's Office of Shelby County, Tennessee ("Plat" or "Plats"); and"

2. In Article I, Section 4, as amended, the following words are added at the end of the first sentence: "and Numbers 217 through 262, inclusive, as shown on Exhibit "B-5" attached hereto."

3. In Article V, Section 1, as amended, the following sentence is hereby added to the end of the paragraph:

"The Association shall also provide and pay for all maintenance and expenses for the common open spaces shown as C.O.S. "A" through "C", inclusive, on the plat attached hereto as Exhibit "B-5"."

4. In Article V, Section 2(b), as amended, the first sentence is deleted and the following sentence is substituted therefor: "As shown on Exhibits "B", "B-1", "B-2", "B-3" "B-4" and "B-5" attached hereto, there will be two hundred eighty (280) residential Lots".

5. The fifth line of Article VI, Section 2, as amended, is amended by deleting the word "(1/216th)" and substituting the word "(1/280th)" therefor.

6. In Article VIII, Section 1, as amended, the words "Lots 1 through 262" are hereby deleted and the words "Lots 1 through 280" are substituted therefor.

7. In Article VIII, Section 2(b), as amended, the words "Exhibit "B", "B-1", "B-2" and "B-3", "B-4" are hereby deleted and the words "Exhibits "B", "B-1", "B-2", "B-3", "B-4" and "B-5" are substituted therefor.

8. The legal description set forth on Exhibit A of the Declaration is further amended by deleting same in its entirety and the following is substituted in lieu thereof:

**Parcel 1:** Lots 1-63, Phase 1, Almadale Farms P.D., as shown on plat of record in Plat Book 151, Page 38, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

**Parcel 2:** Lots 64-134, Phase 2, Almadale Farms P.D., as shown on plat of record in Plat Book 154, Page 77, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

- Parcel 3:** Lots 135-181, Phase 5, Almadale Farms P.D., as shown on plat of record in Plat Book 168, Page 2 in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.
- Parcel 4:** Lots 182-216, Almadale Farms P.D., Phase 6, Parcel 4, as shown on plat of record in Plat Book 182, Page 70 in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.
- Parcel 5:** Lots 217-262, Almadale Farms P.D., Phase 9, Parcels 1, 2 and 3, as shown on Plat of record in Plat Book 196, Page 3, in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.
- Parcel 6:** Lots 263-280, Almadale Farms P.D., Phase 14, Parcel 1 and 2, as shown on plat of record in Plat Book 209, Page 17 in the Register's Office of Shelby County, Tennessee, to which plat reference is hereby made for a more particular description thereof.

9. Exhibit B-5 attached hereto is hereby made a part of and incorporated into the Declaration.

10. The Owners of Lots within the development known as Almadale Farms P.D., Phase 14 shall have all the rights and obligations granted to an Owner under the terms of said Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment to be signed by the officer duly authorized to do so as of the day and year first above written.

ALMADALE FARMS, a Tennessee general partnership

By:



David P. Halle, Jr., Managing Partner

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared DAVID P. HALLE, JR., with whom I am personally acquainted and who, upon oath, acknowledged himself to be the managing general partner of ALMADALE FARMS, a Tennessee general partnership, the within named bargainor, and that he as such managing general partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as such managing general partner, and he further acknowledged that he executed said instrument as the free act and deed of the partnership.

Witness my hand and official seal at office this 5 day of August, 2004.

  
NOTARY PUBLIC

My Commission Expires:

Aug 29, 2006

**JOINDER OF OWNER**

The Shrewsbury Company, the owner of Lot 265, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

THE SHREWSBURY COMPANY

By: 

David P. Halle, Jr., President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared DAVID P. HALLE, JR., with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of THE SHREWSBURY COMPANY, a TN corporation, the within named bargainer, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

WITNESS my hand and official seal at office this 5 day of August, 2004.

  
NOTARY PUBLIC



My Commission Expires:

Aug. 29, 2006

**JOINDER OF OWNER**

Summerset Homes, Inc., the owner of Lots 266 and 272, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

**SUMMERSET HOMES, INC.**

By:

*Donald L. Caylor*  
Donald L. Caylor, Secretary/Treasurer

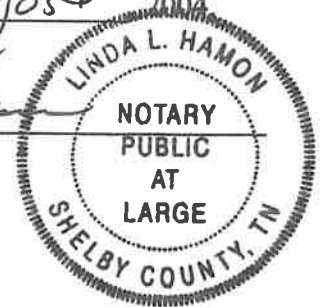
STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, *Linda L. Hamon*, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared Donald L. Caylor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Secretary/Treasurer of Summerset Homes, Inc., a Tennessee corporation, the within named bargainor, and that he as such Secretary/Treasurer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Secretary/Treasurer.

WITNESS my hand and Notarial Seal at office this *4th* day of *August* 2004

*Linda L. Hamon*  
NOTARY PUBLIC



My Commission Expires:  
*Aug. 29, 2006*

JOINDER OF OWNER

Anna C. Lipscomb and Jeff White, the owners of Lot 263, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

Anna C. Lipscomb  
Anna C. Lipscomb

Jeff White  
Jeff White

STATE OF TENNESSEE

COUNTY OF SHELBY

Personally appeared before me, Shirley G. Parker, a Notary Public, ANNA C. LIPSCOMB, and JEFF WHITE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 26<sup>th</sup> day of July, 2004.

Shirley G. Parker  
NOTARY PUBLIC

My Commission Expires:  
02/10/06

WITNESS my hand and Notarial Seal at office this 5 day of August, 2004.

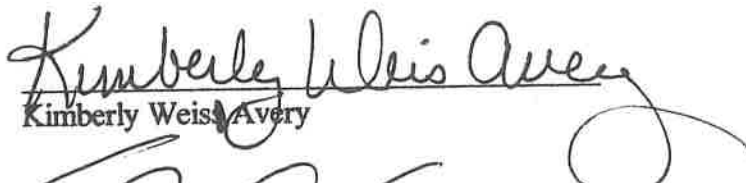
Linda L. Hamon  
NOTARY PUBLIC


My Commission Expires:  
Aug. 29, 2006



**JOINDER OF OWNER**

Edward and Kimberly Weiss Avery, the owners of Lot 276, Almadale Farms P.D., Phase 14, as more particularly described in the foregoing Declaration of Covenants, Conditions and Restrictions, joins in submitting said property to the said Declaration of Covenants, Conditions and Restrictions.

  
Kimberly Weiss Avery

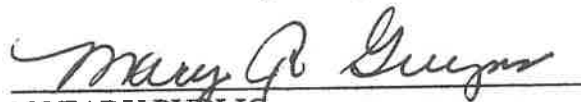
  
Edward A. Avery

STATE OF TENNESSEE

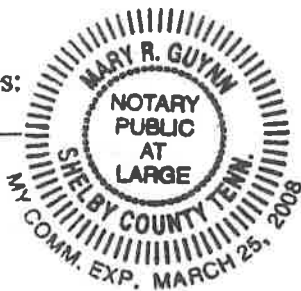
COUNTY OF SHELBY

Personally appeared before me, MARY R. GUYNN a Notary Public, EDWARD A. AVERY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this 20 day of July, 2004.

  
NOTARY PUBLIC

My Commission Expires:



Prepared by and Return to:  
Stewart G. Austin, Jr., Attorney  
Glankler Brown, PLLC  
6000 Poplar Avenue, Suite 100  
Memphis, Tennessee 38119  
(901) 685-1322

**SIXTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ALMADALE FARMS P.D.**

**THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALMADALE FARMS P.D. (hereafter "Declaration"), is executed as of this 15 day of February, 2005.**

**WITNESSETH:**

**WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Almadale Farms P.D. was filed of record on June 26, 1995, at Instrument No. FD 3870, as amended by First Amendment of record at Instrument No. FR 6003, Second Amendment at Instrument No. JP 7898, Third Amendment at Instrument No. KX 4116, Fourth Amendment at Instrument No. LM 8867, and Fifth Amendment at Instrument No. 04131186 all in the Register's Office of Shelby County, Tennessee; and**

**WHEREAS, at a properly called meeting of Almadale Farms Homeowners Association, Inc. (the "Association"), the members of the Association approved changes to the Declaration and the Bylaws of the Association.**

**NOW, THEREFORE, the undersigned hereby certifies that the following amendments to the Declaration and Bylaws were properly adopted by the members of the Association:**

- 1. Article III, Section 6 of the Declaration is amended by deleting the same in its entirety, and the following is substituted in lieu thereof:**

**Section 5. Quorum. The presence, either in person or by proxy, of Members representing at least twenty-five percent (25%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.**



2. Article IV, Section 2 of the Bylaws is amended by deleting the same in its entirety, and the following is substituted in lieu thereof:

Section 2. Annual Meetings. The annual meetings of the Members of the Association shall be held at 7:00 P.M. on the third Thursday in February of each year, beginning in 2003. At such meeting there shall be elected by secret written ballot of the Members a Board of Directors in accordance with the requirements of Section 5 of Article V of these Bylaws. The Members may also transact such other business of the Association as may properly come before them.

3. Article IV, Section 5 of the Bylaws is amended by deleting the same in its entirety, and the following is substituted in lieu thereof:

Section 5. Quorum. The presence, either in person or by proxy, of Members representing at least twenty-five percent (25%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for, the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment to the Declaration to be signed by the officer duly authorized to do so as of the day and year first above written.

**Almadale Farms Homeowners Association, Inc.**

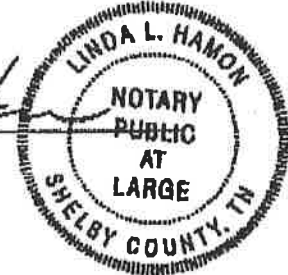
By: Kathryn Jones  
Kathryn Jones  
Title: President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly commissioned and qualified, personally appeared KATHRYN JONES., with whom I am personally acquainted and who, upon oath, acknowledged herself to be the President of Almadale Farms Homeowners Association, Inc., a Tennessee not-for-profit corporation, the within named bargainer, and that she as such president, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such President, and she further acknowledged that she executed said instrument as the free act and deed of the corporation.

Witness my hand and official seal at office this 15 day of February, 2005.

*Linda L. Hamon*  
NOTARY PUBLIC



My Commission Expires Aug. 29, 2006