

# COVENANTS

## Sweet Oaks Subdivision

### GERMANTOWN, TENNESSEE

#### RESTRICTIONS

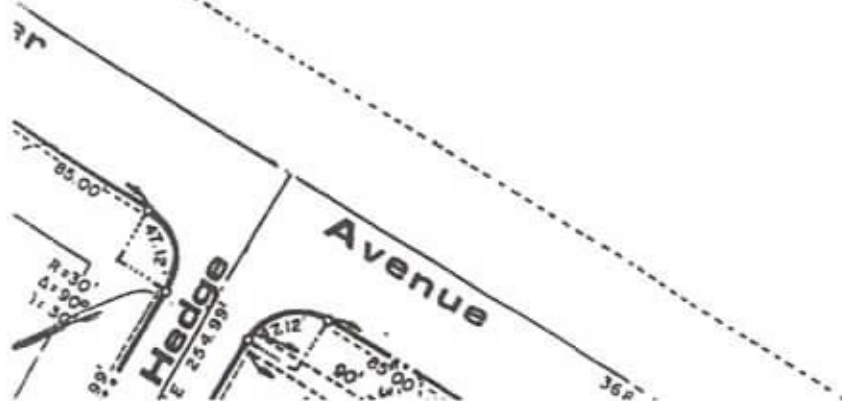
- A. ALL LOTS IN THE TRACT SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL AND ARE NOT TO BE RESUBDIVIDED INTO SMALLER LOTS.
- B. NO BUILDING SHALL BE ERECTED, PLACED, OR ALTERED ON ANY LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS, SPECIFICATIONS AND PLOT PLAN, SHOWING THE LOCATION OF SUCH BUILDING, SHALL HAVE BEEN APPROVED IN WRITING AS TO CONFORMITY AND HARMONY WITH EXISTING STRUCTURES IN THIS SUBDIVISION AND AS TO LOCATION OF BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION BY JNF DEVELOPMENTS, OR A REPRESENTATIVE DULY APPOINTED BY SAID CORPORATION. IN THE EVENT THAT SAID CORPORATION, OR ITS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN A PERIOD OF THIRTY (30) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO THEM, OR IF NO LITIGATION TO ENJOIN THE ERECTION OF SUCH BUILDING OR THE MAKING OF SUCH ALTERATIONS HAS BEEN COMMENCED PRIOR TO THE COMPLETION THEREOF, SUCH APPROVAL WILL NOT BE REQUIRED, AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH. NEITHER THE MEMBERS OF THE PARTNERSHIP, NOR ITS DESIGNATED REPRESENTATIVE, SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. THE POWERS AND DUTIES OF THE PARTNERSHIP, AND ITS DESIGNATED REPRESENTATIVE, SHALL CEASE ON AND AFTER ALL LOTS ARE SOLD. THEREAFTER THE APPROVAL DESCRIBED IN THIS COVENANT SHALL NOT BE REQUIRED UNLESS, PRIOR TO SAID DATE, AND EFFECTIVE THEREON, A WRITTEN INSTRUMENT SHALL BE EXECUTED BY THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS IN THIS SUBDIVISION AND DULY RECORDED, APPOINTING A REPRESENTATIVE OR REPRESENTATIVES, WHO SHALL THEREAFTER EXERCISE THE SAME POWERS PREVIOUSLY EXERCISED BY THE COMMITTEE.
- C. JNF DEVELOPMENTS RESERVES UNTO ITSELF THE RIGHT TO IMPOSE ADDITIONAL AND SEPARATE RESTRICTIONS AT THE TIME OF SALE OF ANY OF THE PLOTS SOLD BY IT IN THIS SUBDIVISION, WHICH SAID RESTRICTIONS MAY NOT BE UNIFORM BUT MAY DIFFER AS TO DIFFERENT PLOTS.
- D. NO STRUCTURE SHALL BE ERECTED, PLACED, ALTERED, OR PERMITTED TO REMAIN ON ANY LOT IN THIS SUBDIVISION OTHER THAN ONE DETACHED SINGLE-FAMILY DWELLING OF NOT MORE THAN TWO STORIES IN HEIGHT, WITH ONE PRIVATE GARAGE FOR NOT MORE THAN THREE (3) CARS.
- E. THE MINIMUM SETBACK FROM STREET TO BUILDING SHALL MEET THE APPROVAL OF THE BUILDING DEPARTMENT OF GERMANTOWN, TENNESSEE.
- F. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.
- G. NO TRAILER, BASEMENT, TENT, SHACK, BARN OR OTHER OUTBUILDING ERECTED IN THE TRACT SHALL AT ANY TIME BE USED AS A RESIDENCE, TEMPORARILY OR PERMANENTLY, NOR SHALL ANY STRUCTURE OF A TEMPORARY CHARACTER BE USED AS A RESIDENCE.
- H. THERE IS A PERPETUAL EASEMENT AS SHOWN ON THE RECORDED PLAN OF SUBDIVISION RESERVED FOR UTILITY AND MAINTENANCE AND DRAINAGE.
- I. THE MINIMUM GROUND FLOOR AREA OF SINGLE-FAMILY DWELLINGS EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES SHALL BE 2,400 SQUARE FEET FOR A ONE-STORY DWELLING AND 1,800 SQUARE FEET FOR A ONE-AND ONE-HALF OR TWO STORY DWELLING, PROVIDED THAT THE SUM OF THE UPSTAIRS AND GROUND FLOOR AREA IS NOT LESS THAN 2,400 SQUARE FEET.
- J. THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL THE PARTIES AND ALL PERSONS CLAIMING UNDER THEM UNTIL SEPTEMBER 1, 2017 AT WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS UNLESS BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.
- K. IF THE PARTIES HERETO, OR ANY OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS HEREIN IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWING REAL PROPERTY IN SAID SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT AND EITHER TO PREVENT HIM OR THEM FROM SO DOING OR TO RECOVER DAMAGES OR OTHER DUES FOR SUCH VIOLATION.
- L. INVALIDATION OF ANY OF THESE COVENANTS BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

A property owners conservancy is recorded in Instrument # \_\_\_\_\_ in the Shelby County Register's Office. The purpose of said conservancy is to provide a property owner's organization for perpetual maintenance of common property and/or permanent facilities.

#### OWNERS CERTIFICATE

WE, J.N.F. DEVELOPMENTS, THE UNDERSIGNED OWNER OF THE PROPERTY SHOWN HEREON, HEREBY ADOPT THIS AS OUR PLAN OF SWEET OAKS SUBDIVISION AND DEDICATE THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND GRANT RIGHTS OF ACCESS AS SHOWN AND/OR DESCRIBED TO PUBLIC USE FOREVER. WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE SAID PROPERTY IN FEE SIMPLE. DULY AUTHORIZED TO ACT, AND THAT SAID PROPERTY IS NOT ENCUMBERED BY ANY MORTGAGE OR BY TAXES WHICH HAVE BECOME DUE AND PAYABLE.

J.N.F. DEVELOPMENTS



AR 7033  
9 PARTS

THIS INSTRUMENT RETURNED TO:  
JERRY L. COOK  
NAME: CITY OF GERMAN TOWN  
ADDRESS: 1930 GERMAN TOWN RD  
GERMANTOWN, TN  
37158

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION made on the date hereof set forth by  
N.F. Developments, a general partnership, hereinafter referred  
to as "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner of certain property in the  
City of Germantown, Shelby County, Tennessee, which is more  
particularly described by Warranty Deeds of record bearing  
Instrument Nos. Z7-2425 and Z7-2426 in the Register's Office of  
Shelby County, Tennessee.

AND WHEREAS, Developer will convey the said property, or  
portions thereof, subject to certain protective covenants,  
conditions, restrictions, reservations, liens and charges as  
hereinafter set forth and as set forth on Plat of Record in Plat  
Book 129, Page 2, in the Register's Office of Shelby  
County, Tennessee, such covenants, conditions, restrictions,  
reservations, liens and charges reflected on said Plat being  
incorporated herein as fully as if set forth verbatim herein.

NOW THEREFORE, Developer hereby declares that the property  
described above shall be held, sold and conveyed subject to the  
above referenced and also subject to the following easements,  
restrictions, covenants and conditions, all of which are for the  
purpose of enhancing and protecting the value, desirability and  
attractiveness of the property. These easements, restrictions,  
covenants and conditions shall run with the property and shall be  
binding on all parties having or acquiring any right, title or  
interest in the described property or any part thereof, and shall  
inure to the benefit of each owner thereof.

ARTICLE I.

DEFINITIONS

Section 1. "Association" shall mean and refer to Sweet  
Oaks, Inc., its successors and assigns, as established by these  
declarations now or amended hereafter and which said corporation,  
not-for-profit, shall continue in existence during and as long as  
the existence of the Sweet Oaks Subdivision.

Section 2. "Property" shall mean and refer to that certain real property hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned in common and held for the common use and enjoyment of the members of the Association. The Common Area originally shall be all of the Property not a part of an individual parcel.

Section 4. "Parcel" shall mean and refer to a parcel shown on the above-referenced plat, and all amendments and re-recordings thereof, and improvements on said parcel. Ownership of parcel hereunder shall include an undivided pro rata interest as a tenant-in-common in the Common Area.

Section 5. "Member" shall mean and refer to every person or entity 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 a fee simple title to any Parcel, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Executive Committee" shall mean the committee of three officers, elected by and from the Members of the Association, charged with responsibility and given the authority to collect the assessments, make expenditures, and enter into contracts relating to operation and maintenance of the Common Area as provided herein, and to enforce the provisions hereof.

Section 8. "Improvements" shall mean the structures, pavement, plantings, fences, walls and any and all other improvements built, placed or planted on said Parcels. All improvements shall lie entirely within each said Parcel. Improvements shall be subject to Plan's approval as hereinafter set forth

## ARTICLE II.

MEMBERSHIP

Section 1. Every Owner of a Parcel which is subject to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an ownership interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment by the Association.

Section 2. The Developer shall be a member for each Parcel owned by it until the same is sold and title transferred to said purchaser; provided however, that there shall be no control by Association, or any Member or group of Members, until all of the said Parcels shall have been sold, the Developer retaining control of the development and improvement including, but not limited to, Plans Approval, until all of the Parcels in Property shall have been sold, and the improvements thereupon developed. After the sale of more than fifty percent (50%) of the Parcels, Developer may, at its option, transfer the operation of Association to the Members thereof, retaining the right to approval of development and improvements as herein described.

## ARTICLE III.

VOTING RIGHTS

The Association shall have one class of voting membership. All members shall be entitled to one vote for each Parcel, regardless of the size of the Parcel. When more than one person holds an interest in any Parcel, all such persons shall be Members, and the vote for such Parcel shall be exercised as the Owners determine, but in no event shall more than one vote be cast with respect to any Parcel.

## ARTICLE IV.

EXECUTIVE COMMITTEE

Until all of the Parcels in property shall have been sold and improved, or until its resignation, Developer shall have and exercise all the functions and responsibilities of the

Association pursuant to Article II, Section 2, including but not limited to the determination and collection of assessments and all of the powers of the Association enumerated hereinafter. The committee shall consist of such officers of Developer as it shall designate.

During the period of control and exercise of function by Developer, all of the parcels shall be subject to plans approval which shall be exercised as follows: Purchasers must submit three (3) complete sets of design plans and specifications for approval. Such plans and specifications shall include but not be limited to the description of the improvements, landscaping, and any and all other elements of construction as shall be required by Developer.

When all of the Parcels shall have been sold and developed, or upon the resignation of Developer, the Members shall elect, at a duly called meeting, a committee of three (3) officers, which committee shall (a) administer the collections of the assessments provided for herein, (b) keep and account for the monies received, and report, at least annually, to the Association, (c) expend such of the funds as are authorized by the Members for the necessary improvements, operations and maintenance of the Common Area, and (d) see to the enforcement of the provisions of this Declaration and the rules and regulations adopted by the Association.

Each officer shall be an Owner or part owner of a Parcel, or a partner, principal shareholder or member in a legal entity which is an Owner.

The officers shall be elected at the regular meeting of the Association each year, at which the Regular Assessment is determined and fixed. The officers shall serve until their successors are duly elected and qualified.

In the event of a vacancy prior to such annual meeting, a successor officer shall be selected to fill the unexpired term, upon the written nomination of an officer and the affirmative vote or signature of at least three-fourths (3/4) of the Owners

indicating approval.

The officers shall be designated as President, Vice-President and Secretary-Treasurer by a vote of the officers following their election. Each shall have and exercise powers and duties normally incident to such office and those additional powers as may be bestowed by the Association.

ARTICLE V.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Each conveyance of a Parcel shall include ownership of an interest as tenant-in-common, with all right of enjoyment, in and to the Common Area. Such ownership shall be appurtenant to and shall pass with the title to every assessed Parcel, subject to the following provisions:

(a) The right of the Association to borrow money for the purpose of improving the Common Area and facilities;

(b) The right of the Association to suspend the voting rights by a Member for any period during which any assessment against his Parcel is delinquent, or during which a Member is in violation of published rules and regulations adopted by the Association;

(c) The right of the Association to adopt and publish reasonable rules and regulations as to the use of the Common Area, which shall be binding upon each owner, tenant, occupant and lessee.

ARTICLE VI.

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien for Personal Obligation of Assessments. The Developer, for each Parcel owned within the Property, hereby covenants and agrees to pay to the Association, and each Owner of a Parcel, by acceptance of a Deed therefore, whether or not it shall be so expressed in any such Deed of other conveyance, is deemed to covenant and agree to pay to the Association (a) regular assessments or charges, to be collected either monthly, quarterly or annually, and (b) special

assessments for capital improvements or other purposes, such assessments to be fixed, established and collected from time to time as hereinafter provided which said assessments shall be a lien upon said parcel and which lien shall continue until paid. The regular and special assessments, together with interest, cost and reasonable attorneys' fees, if delinquent, shall also be an obligation of the Owner of such Property at the time the assessment became due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the benefit, health, safety and welfare of the Owners and occupants in the Property and for the improvements and maintenance of Common Area, and shall include Property taxes on common areas, if any, and the maintenance of walls and fences, common areas, common area planting and shrubbery in Sweet Oaks Subdivision.

Section 3. Regular Assessments. The Association shall fix the regular Assessment at an amount sufficient to provide for the requirements hereof. The regular Assessment for each calendar year, and the basis for payment thereof, shall be determined by the Association at least thirty (30) days prior to the beginning of the year, at a meeting of the Association for which written notice has been given to all Members at least seven (7) days in advance.

Section 4. Special Assessments. In addition to the assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement, provided that any such assessment shall have the affirmative vote of three-fourths (3/4) of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than thirty (30) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both Regular and Special Assessments must be fixed at a uniform rate per square

foot for all Parcels and may be collected on a yearly, quarterly or monthly basis.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At any annual or called meeting for the purposes set out in Sections 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast thirty-five fifty-eight (35/58) of all the votes of membership shall constitute a quorum. If the required quorum is not present at any meeting, an adjourned meeting may be called, subject to the notice requirements set forth in Sections 3 and 4 hereof, and the required quorum at any such adjourned meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Regular Assessments provided for herein shall commence as to each Parcel on the first day of the month following the transfer of title thereto. The Association shall upon request furnish to the Owner a certificate in writing signed by a representative of the Association setting forth whether the Assessments of a Parcel have been paid. A reasonable charge may be made for the issuance of such certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the Assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the rate set by the Association, plus a penalty equal to ten percent (10%) of the amount of the Assessment. The Association may bring an action at law against the Owner to collect the Assessment or foreclose the lien against the Property. 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 Parcel.



Section 9. Subordination of the Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of a prior mortgage.

Section 10. It is contemplated that the Common Area, being owned by the Owners of each Parcel as tenants in common, shall be assessed as part of each Parcel. In the event, as a result of an assessment of the Common Area or Areas as a separate or separate Parcels, any property taxes due on such Common Areas shall be paid by the Association and shall be the subject of assessment there being due by each Owner of a Parcel that proportion which its Parcel represents to the total area of all of the Parcels. In the event, as contemplated, the assessment of the Common Area is included as a part of each Parcel, then it is contemplated the assessment of each Owner shall be, as described hereinabove, the proportion which its Parcel represents to the whole of said property.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, charges now or hereafter imposed by this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with the land and shall inure to the benefits of, and be enforceable by, the Association and the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be extended for

AR 7033

successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Developer and all owners of the property described herein, have caused this instrument to be executed this 2<sup>nd</sup> day of September 1988.

J.N.F. DEVELOPMENTS  
[Signature]  
JAMES CORKREN  
[Signature]  
NORMAN KERCHER  
[Signature]  
FRANK PALUMBO, JR.

STATE OF TENNESSEE )  
COUNTY OF SHELBY )

On this 2<sup>nd</sup> day of September, 1988, before me, this undersigned Notary Public in the State and County aforesaid personally appeared James Corkren, Norman Kercher and Frank Palumbo Jr., with whom I am personally acquainted and who, upon oath, acknowledged themselves to be all of the partners of J.N.F. Developments, General Partnership, the within named bargainor, and that they as such Partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing their names by themselves as such partners.

WITNESS my hand and Notarial seal of office the day and year above written.

Notary Public  
SHELBY  
REGISTERED  
1988 SEP -7 1989  
SHELBY CO  
PUBLIC

AR 7033  
Commission Expires: 9-16-90  
STATE TAX  
REGISTER'S FEE 2700  
RECORDING FEE  
TOTAL  
STATE OF TENNESSEE  
SHIRLEY LOU GUY  
GUY R. BAILEY  
Notary Public

AMENDMENT

Amendment to Declaration of Covenants, Conditions and Restrictions, Section 8.

An interest rate of 18% per year or 1 ½ % per month shall be assessed for late or non-payment of special assessments or yearly dues not received by April 30<sup>th</sup> and shall be considered late and subject to interest charge.

Board discretion may be used in some situations.

Amendment presented by Cortez Smith October 20, 2005

And approved by vote of \_\_\_\_\_ yes  
and \_\_\_\_\_ no

During October 20, 2005 yearly membership meeting.

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

WITNESS \_\_\_\_\_ DATE \_\_\_\_\_

NOTARY \_\_\_\_\_ DATE \_\_\_\_\_

October 20, 2005

MOTION TO AMEND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Article VI

Covenants and Assessments

Section 6.

To read as follows:

Quorum for any Action authorized under Section 3 and 4.

At any annual or called meeting for the purpose set out in Section 3 and 4 hereof, the presence at the meeting of Members or of proxies entitled to cast Fifty percent plus one (30/58) of all the votes of membership shall constitute a quorum. If the required quorum is not present at any meeting, an adjourned meeting shall be called, subject to the notice requirements set forth in Section 3 and 4 hereof and the required quorum at any such adjourned meeting shall be one-half ( $\frac{1}{2}$ ) or 15 of the required quorum at the preceding meeting. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting.

Respectfully submitted

Jo Lynn Smith, Secretary,  
Sweet Oaks Homeowners Association

Witness \_\_\_\_\_ Date

Witness \_\_\_\_\_ Date

Notary \_\_\_\_\_ Date