

THIS INSTRUMENT PREPARED BY AND RETURN TO:

E. WOODS WEATHERSBY
EVANS & PETREE PC
1000 RIDGEWAY LOOP ROAD, SUITE 200
MEMPHIS, TENNESSEE 38120

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE TWININGS OF COLLIER**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TWININGS OF COLLIER ("Amended and Restated Declaration") is made, published and declared this 12th day of September, 2014, by **Boyle Investment Company**, a Tennessee corporation, (the "Declarant") and is binding upon any and all persons, firms or corporations hereinafter acquiring any of the within described property.

WHEREAS, the Declarant has filed a subdivision plat of that certain real property, known as the "Twinnings of Collier", containing nine (9) residential lots (collectively, the "Property"), more particularly shown on plat of record at Plat Book 258, Page 32, in the Register's Office of Shelby County, Tennessee and attached hereto as **Exhibit "A"** ("Plat"); and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Lot Owners (hereinafter defined), 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.

WHEREAS, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Twinnings of Collier executed by the Declarant, of record at Instrument No. 14021364 in the Register's Office of Shelby County, Tennessee (the "Original Declaration"), all of the Property was subjected and encumbered by the Original Declaration; and

WHEREAS, pursuant to Section 1, Article XIV of the Original Declaration, Declarant has the unilateral right to amend the Original Declaration; and

WHEREAS, for the orderly development of The Twinnings of Collier, the Declarant desires to amend and restate the Original Declaration by this instrument and cause this instrument to supersede and replace the Original Declaration in its entirety.

NOW, THEREFORE, in consideration of above recitals and the premises, the Declarant does hereby declare that this Amended and Restated Declaration supersedes and replaces the Original Declaration in its entirety; and 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 covenants, conditions,

restrictions, uses, limitations and obligations contained in this Amended and Restated Declaration (and subject to all easements, conditions, restrictions, etc., as set out in the Plat attached hereto as **Exhibit "A"**), 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, the Lot Owners (hereinafter defined), their 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.
PURPOSE

The Twinings of Collier is a private residential community located in the heart of the Town of Collierville. The purpose and goal of this Amended and Restated Declaration is to establish a community of nine custom homes that will add to the valuable and desirable residential fabric of the adjacent historic district of the Town of Collierville and create a high standard for infill projects within walking distance of the town square.

ARTICLE II.
DEFINITIONS

The following words when used in this Amended and Restated Declaration shall have the following meanings:

Section 1. "Association" shall mean and refer to The Twinings of Collier Homeowners Association, Inc., a nonprofit, corporation incorporated under the Tennessee Nonprofit Corporation Act of the State of Tennessee, its successors and assigns.

Section 2. "Declarant" shall mean Boyle Investment Company, a Tennessee corporation with offices at 5900 Poplar Avenue, Suite 100, Memphis, Tennessee 38119, its successors and assigns.

Section 4. "Declaration" or "Amended and Restated Declaration" shall mean this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Twinings of Collier, and any supplementary declaration filed hereto, as may, from time to time, be amended in accordance with its terms.

Section 5. "Improvements" shall mean the residences, structures, walls, fences, pavement, plantings, roads, sewers, water systems, grading, signage, lighting and other additions built or placed on the Lots or the Common Open Space.

Section 6. "Lot" shall mean and refer to the Lots of land designated with Numbers 1 through 9, inclusive, as shown on **Exhibit "A"** 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 indirect pro rata

interest in the private drives owned by the Association.

Section 7. “Member” shall mean and refer to every Person who holds membership in the Association.

Section 8. “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, but excluding those having such interest merely as security for the performance of an obligation.

Section 9. “Person” means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 10. “Property” 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.

ARTICLE III. 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 the Town of Collierville, Shelby County, Tennessee, and which is more particularly described in **Exhibit “A”** attached hereto and made a part hereof.

Section 2. Roads and Drainage. All roads within Twinings of Collier shall be private.

No detention pond or other detention facility is currently located on the Property. The development shall retain the natural flow of storm water that currently exists on the Property. If desired by Declarant or required by the Town of Collierville or other governing authority, Declarant can establish minor detention serving the development, which may be on-site or located on and used in connection with surrounding developments. The Declarant makes no warranty concerning the degree of water inundation that may result on the Lots.

Certain Lots shall require drainage swales as more particularly shown on **Exhibit “C”**. Each Owner of said Lots shall be required to create such drainage swales in accordance with the requirements of the Architectural Control Committee simultaneously with the construction of Improvements on said Lots. Each and every drainage swale shall remain intact and shall not be altered, obstructed or interfered with in any way by the Owner or any other person or party.

The roads and drainage within the Twinings of Collier are, and shall remain, private and have not been dedicated to the Town of Collierville or Shelby County or any other governmental body. By remaining private, the responsibility for payment of maintenance and repair expenses for said roads, and drainage shall remain the responsibility of the individual Lot Owners, and be paid for by the Owners through the assessments levied by the Association as provided herein. The Association shall be responsible for the maintenance and repair of the roads and drainage. Notwithstanding anything herein to the contrary, this paragraph shall not apply to those easements designated as “public” easements, if any, on the Plat.

The private roads that provide ingress and egress to all Lots shall be located, for the most part, within the area shown on the Plat. In some instances, the location of the private road or service drive may encroach onto an individual Lot outside the area shown on the Plat. If so, a perpetual easement for ingress and egress is hereby granted and shall apply.

The Association shall be responsible for the continued maintenance of the roads including all Improvements located thereon such as street signs and trash receptacle pads, if any. Maintenance of the private roads shall include removal of debris caused by falling trees or limbs. The Association shall use reasonable efforts in clearing the roads so that the orderly ingress and egress to a particular Lot shall not be hindered.

Section 3. Fences. The Owners of Lots 3, 4, 5, 6, and 7, at each Owner's expense, shall be required to install, maintain and if necessary, replace, the standard perimeter fence, which fence may established by the Architectural Control Committee from time to time, on their Lot along the northern boundary line of each of said Owner's Lots ("Perimeter Fence"). In addition, the Owner of Lot 3, at said Owner's expense, shall also be required to extend said Perimeter Fence along the northern half of the western boundary of Lot 3 and the Owner of Lot 7, at said Owner's expense, shall be required to extend said Perimeter Fence along the northern half of the eastern boundary of Lot 7. Further, the Architectural Control Committee may require the Owners of Lots 3 and 7, at each Owners' expense, to install additional Perimeter Fence in order to provide adequate screening of trash receptacles, A/C units, etc. along the aforementioned portions of said Lots. Fences between Lots 3, 4, 5, 6, and 7 are not required, however, if an Owner of any such Lot(s) chooses to erect fences between the Lots, it shall do so at its sole cost and expense, and such fences shall be the same design and materials as the standard Perimeter Fence.

Section 4. Title to the Private Drives. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the private drives shown on the Plat to the Association prior to or simultaneously with the conveyance of the last Lot owned by Declarant on the Property.

ARTICLE IV. THE ASSOCIATION

Section 1. Members. Every Person 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 the Twinings of Collier. 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 Declarant, which shall be entitled to nine (9) votes for each Lot owned by it. It is the intent that the Declarant shall maintain control of the Association so long as Declarant owns at least one (1) Lot in the Development unless Declarant determines otherwise. The Declarant

votes may be reduced to one (1) vote per Lot owned by Declarant if the Declarant determines, in its sole and subjective discretion, to reduce its outstanding votes to one (1) vote per Lot owned by Declarant.

When more than one person holds interest as an Owner in any Lot, the vote for such Lot shall be exercised as the Owners of such Lot shall determine, but in no event shall there be more than one vote per Lot (other than those owned by Declarant). If additional property is added to the Development, then the total number of Lots and votes associated with said Lots shall increase.

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. 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.

Section 5. 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 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 delinquent in any payment due the Association.

Section 6. Proxies. A Member may appoint any other Member or the Declarant or any other person permitted by law or by the Bylaws as his proxy. In no case may any Member (except the Declarant) 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.

ARTICLE V. PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the private drives and such easement shall be appurtenant to and

shall pass with the title to every assessed Lot, subject to the following:

(a) The rights of the Association to promulgate reasonable rules, regulations and fees concerning the use of the private drives in the Twinings of Collier.

(b) The right of the Association to suspend any enjoyment rights of any Member (which shall in no event deny access to a Lot) 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; and,

(c) The right of the Association to provide for and establish easements and rights-of-ways on all private roads, and to regulate parking, motorized and non-motorized vehicular traffic, and to maintain the private roads within the Twinings of Collier .

Section 2. Easement for Utilities. Utilities (electric, sewer, water, gas, phone, TV cable, internet) shall be provided to each Lot. The utilities serving the various Lots shall be located, generally in the private roads. Specifically, there is a five-foot (5') utility easement granted to the Town of Collierville along the inside of certain Lot boundary lines, as more particularly depicted on the Plat. The purpose of this five foot (5') utility easement is for the installation and maintenance of utilities (i.e., electric, sewer, water, telephone, gas, internet and cable) provide to each Lot. Within these utility easements, no permanent structures or other Improvements of any kind shall be permitted. Declarant hereby reserves for itself and the Association a perpetual easement for the continued location of said utilities where installed. The Declarant and the Association are each independently authorized and empowered to grant (and shall from time to time grant) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, television and other communication cables, internal and external wiring and antennae, gas lines, storm drains, underground conduits and/or equipment for such purposes related to the provision of public utilities and other common services to the Property or any Lot(s) as may be considered necessary, appropriate or desirable for the preservation of the health, safety, convenience and/or welfare of the Owners and the Declarant.

Section 3. Contingent Vehicular Ingress/Egress Easement. Subject to the terms and conditions set forth hereinbelow, Declarant hereby grants an ingress and egress easement for limited vehicular access (but not parking) to Sally K. Aldrich, her heirs, successors and assigns. Said ingress and egress easement shall extend from Sally K. Aldrich's property located to the west of the development (being the same property conveyed to Sally K. Aldrich in Instrument EU1693) ("Adjacent Property"), to Washington Street, along the private drives of the Property.

No construction traffic associated with the Adjacent Property shall be permitted to use this easement.

If the Adjacent Property is developed, but access through the Twinings of Collier is not required, said easement shall automatically be declared null and void.

The owner(s) of the Adjacent Property shall be required to contribute a pro-rata share of

the costs and expenses incurred by the Association for the maintenance and repair, as well as insurance required, for the private drives. In order for this easement to be effective, prior to use of the easement, the owners of the Adjacent Property shall provide a written agreement wherein they (i) acknowledge their obligation to pay a pro-rata share of the maintenance and insurance expenses, (ii) agree to indemnify the Association from any injury or damage arising from use of the easement and (iii) agree to provide evidence of their own liability insurance covering the easement and naming the Association as an additional insured.

ARTICLE VI.
MAINTENANCE AND REPAIR

Section 1. Association Responsibilities. The Association shall provide and pay for, by the assessments to individual Lot Owners, all costs and expenses for the maintenance, repair, replacement and operation of the private roads and all other costs and expenses related to or arising from the maintenance, repair, replacement and operation of the private drives. In addition, the Association shall provide and pay for, by the assessments to the individual Lot Owners, routine lawn cutting and leaf removal service for the portion of each Lot that is visible from Washington Street, Twinings Court or Twinings Lane within the Development.

It is hereby agreed and acknowledged that the Town of Collierville shall have no responsibility to maintain the roads, unless and until said roads are properly dedicated to and accepted by the Town of Collierville.

Section 2. Individual Lot Owners.

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

(b) Exterior Maintenance & Alterations. As shown on Exhibit "A" attached hereto, there will be nine (9) residential Lots. Each Owner of a Lot shall be responsible for exterior maintenance, painting, repair and upkeep on his Lot (except for routine lawn cutting and leaf removal for the portions of Lots visible from Washington Street, Twinings Court or Twinings Lane, which shall be the responsibility of the Association as noted above in Section 1) and Improvements located thereon such as fences, including without limitation, the Perimeter Fence located on a Lot, if any. Trees eight inches (8") or more in diameter located on any of the Lots within the Twinings of Collier may not be cut, trimmed, removed, transplanted or altered in any way without the prior written consent of the Architectural Control Committee. No changes, alterations, or additions shall be commenced for the improvement of an individual Lot unless written approval is obtained from the Architectural Control Committee, as hereinafter defined, in accordance with Article VIII, and unless said change, alteration, or addition is in compliance with the Single Family Design Standards established by the Town of Collierville for properties within a TN Traditional Neighborhood District, as may be amended from time to time ("Collierville Design Standards").

(c) Drainage. All Lots have natural drainage. All maintenance expenses associated with the drainage on each Lot is solely the responsibility of the Lot Owner. Each Lot Owner

shall be responsible for maintaining all side and rear yard swales created or existing on a Lot. Any and all drainage swales created or existing on a Lot shall remain intact and shall not be altered, obstructed or interfered with in any way by the Owner or any other person or party. Any modification to the natural drainage flow shall be designed by an engineer according to the Plat and approved by Declarant or the Architectural Control Committee and otherwise in compliance with the Collierville Design Standards.

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 or the Architectural Control Committee or the Town of Collierville, the Association shall have the right, but not the obligation, through its agents and employees, to enter upon said Lot and to repair, maintain, or restore the Lot and the exterior of and any Improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment and shall be a lien to which such Lot is subject.

ARTICLE VII. 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, including private roads, fence and landscape maintenance; 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, reasonable attorneys fees, and costs of collection 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, together with such interest thereon, reasonable attorneys' fees, and cost of collection, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due.

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

(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 be required to pay, if any;

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

(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) Any professional fees (architectural, legal, and engineering) incurred by the Association; and

(f) The estimated cost of repairs, maintenance and replacements of the private roads and any other item for which the Association may be responsible.

(g) The cost of performing routine lawn and grass maintenance on all Lots.

(h) The estimated and actual cost of enforcing and policing all the terms, covenants, conditions, restrictions and other duties and obligations contained in this Declaration.

Except as provided in Section 10 of this Article VII, 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. Except as provided in Section 10 of this Article VII, 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 annual assessment on a specified Lot has been paid.

The monthly assessment for each Lot shall be determined by the Board of Directors.

Section 3. Special Assessments. In addition to the annual 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 duly called for this purpose, written notice of which 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, Property, or property of Members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount and 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 Assessments. Any assessment levied pursuant to this

Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent. If not paid when due, the assessment, together with interest thereon and all costs of collection thereof, including but not limited to reasonable attorneys fees, shall 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, 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 bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, and may subject the Member obligated to pay the same to the payment of "late charge" as the Board may fix. The Association may bring an action at law or in equity 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 attorneys' fees.

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 the 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, or 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, but not limited to, 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, judgments or charges of whatever nature, except the following:

(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 lien 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 provision 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 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. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on as to all Lots as of the date of the conveyance of a Lot by the Declarant. The first Assessment shall be adjusted according to the number of months remaining in the calendar year. . The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Notwithstanding the foregoing or anything contained herein to the contrary, for any Lot that is conveyed by Declarant to a homebuilder solely holding title to said Lot for the purpose of development and resale, no Assessment shall be charged or levied against said homebuilder's Lot. In such event, the Assessments provided for herein shall commence on the first day of the month following the transfer of a Lot by such home builder to a third party.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An "Architectural Control Committee" is hereby established. The Declarant shall appoint the Architectural Control Committee. Once Declarant no longer owns any Lots within the Property, then the Board of Directors of the Association shall appoint the Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more persons.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. All Lots and Improvements thereon shall be in compliance with the Collierville Design Standards. In addition, with the exception of Declarant, no structure or Improvement of any kind or nature (including but not limited to buildings, outbuildings, fences, walls, driveways, walkways, mailbox, outdoor lighting, sanitary or sewer systems, signage, grading, drainage and swimming pools) or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which 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 tree removal, tree trimming or changes in landscaping, without the prior written approval 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, but in any event shall include:

(1) A site plan of the Lot showing the overall nature and location of all improvements, including front, sides, and rear setbacks of all structures; fences, gates or barriers, and location of driveway, turn-arounds, parking spaces, utility meters, air conditioning equipment, refuse storage, and screening;

(2) Said site plan shall also show the floor area of a single family dwelling, to be a minimum of one thousand five hundred (1,500) heated and cooled square feet; provided, however that (i) the Declarant shall have the right to change the minimum square footage requirement for any individual Lot to preserve the orderly development of and integrity of the Twinings of Collier; or (ii) a vote of seventy-five percent (75%) of the Owners shall have the right to change the minimum square footage requirements for the Twinings of Collier;

(3) Existing and proposed drainage plans, grading plan, grading permit, tree clearing plan and proposed landscaping and hardscaping plans for the Lot which must include (i) an irrigation system for such Lot and (ii) at least two (2) street trees approved by the Architectural Control Committee with regard location, size and type;

(4) The design, material and location of mailboxes, which shall be in strict accordance with the approved mailbox for the Twinings of Collier;

(5) The design, material and location for all exterior lighting which shall include, at a minimum, one (1) front yard post light for each Lot, which shall be wired to the residence located on said Lot and operated off of a photocell. The front yard post light shall be installed, operated and maintained by the Lot Owner at the Lot Owner's sole expense (in addition to any assessments due hereunder). For Lots located along the service drive as shown on the Plat, in addition to the required front yard post light, said Lot Owners shall also be required to install, operate and maintain a light fixture on the garage of each residence which shall be wired to the residence and operated off of a photocell as well. The costs and expenses associated with the garage light fixture on said Lots shall be paid for by the Lot Owner at the Lot Owner's sole expense (in addition to any assessments due hereunder);

(6) Where a drainage pipe may be required for a driveway, a masonry head wall of decorative stone used in the theme of the Twinings of Collier or brick which matches the residence on the Lot may be required on each end of the drive culvert; and,

(7) Evidence that a sprinkler system shall be installed within the residence to

be constructed on the Lot in accordance with the requirements and ordinances the Town of Collierville and other applicable governing authorities.

(8) Architectural plans which include floor plans, all exterior elevations, building sections and details of cornice, dormers, front entrance, porches, rails, and other details, etc. of special or unique importance or character. Said plans shall include adequate data and detail as to the overall kind, style, shape, height, materials, color scheme, and quality of the proposed structure and other improvements.

The Architectural Control Committee may require additional data or more detailed plans should the items noted above not be adequately covered or should a design of unique quality or merit require such for full review and approval.

Review by the Architectural Control Committee shall be limited to the review of the plans of any proposed exterior Improvements.

By an affirmative majority vote of the members of 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 approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of 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 in any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on and uses of the Lot in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications or other requests 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 construction or use commenced on any Lot, that is not 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 or the Association any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or altered, 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, other Owners, the Declarant, the Association or the Architectural Control Committee 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 all costs and expenses thereof, including reasonable attorneys fees, if any, 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 and after completion of landscaping, upon request by the Architectural Control Committee, the Owner's architect shall give its certification to the Architectural Control Committee in writing that the structure has been built in accordance with the approved plans and is substantially complete and that the landscaping has been completed in accordance with the approved plans. The Architectural Control Committee or Association 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.

The Architectural Control Committee shall use its reasonable efforts in the exercise of its duties; however, the Committee, its members and the Association shall not be liable for any decision made in the exercise of its duties, or for any comments, suggestions and/or redesigns resulting from the design review process set forth in the foregoing provisions nor for any structural or other defects in any work done according to such plans and specifications.

Any agent of the Declarant or 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 structures 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 act by reason of such entry or inspection.

The Association or any Owner of any Lot contained within the Twinings of Collier shall have the right, but not the obligation, 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 the Association or 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 Architectural Control Committee come from an Architectural Control Committee member, the other members of the Architectural Control Committee shall select a disinterested Lot Owner to take the place of the Architectural Control Committee member making the request.

Section 3. Compliance with Building Codes. The applicable building codes in effect at the time of any construction shall apply to all construction within the Twinings of Collier .

Section 4. Compliance with Town of Collierville Design Standards. The Town of Collierville has promulgated certain design standards and requirements for single family residences located with the TN Traditional Neighborhood District. The Property is located within a TN Traditional Neighborhood District. As such, each Owner, by acceptance of a deed for a Lot, agrees to be bound by any and all design standards, guidelines and requirements which may be established by the Town of Collierville. All applicable design standards of the Town of Collierville in effect shall apply to all construction within the Twinings of Collier.

Section 5 Non-Liability. Neither Declarant nor the Association, the Board of Directors, or the Architectural Control Committee nor any employee, owner, architect, consultant or agent thereof shall be responsible or liable in any way regarding any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. Nor shall the above be liable for or responsible for any exterior or interior plans of structures built or to be built on any lot or the review thereof.

ARTICLE IX. PROVISIONS REGARDING BUILDERS

Section 1. Restriction of Builders. The Declarant and/or the Association may from time to time establish a list of required builders and architects. If so established, all construction, alterations and improvements shall be performed only by builders and architects set forth on the approved list. The Association and/or the Declarant shall have the right to prohibit certain builders from constructing residences on any Lot, based upon past problems with respect to such builder, which can include, without limitation, the constructing of unapproved field modifications, inadequate response to Architectural Control Committee directions, and/or failure to comply with Architectural Control Committee requirements.

Section 2. Maintenance During Construction Period. During construction of an

improvement, the Lot on which the improvement is being constructed and adjacent areas and streets impacted by the construction shall be kept clean on a regular basis, and all trash, rubbish, and debris removed therefrom after any construction or work is done thereon, all at Owner's sole cost and expense. During construction, the Owner, at Owner's sole cost and expense, shall be responsible for keeping the Lot in reasonably neat condition, preventing the accumulation of trash, and shall prevent runoff of soil and wind transmission of trash and debris from the lot onto adjacent property or streets. Streets providing access to a Lot shall be promptly and regularly cleaned by the Owner or Owner's contractor, at Owner's or Owner's contractor's sole cost and expense, to remove dirt resulting from construction activity.

Section 3. Infrastructure. Within the Property, there may be numerous forms of common infrastructure that may consist of curbs, streets, service drives, landscaping, drainage swales, street trees, street lights, sidewalks, irrigation systems, brick pads, benches, bridges, walking paths, parks, trash receptacles, trash receptacle pads, fences, visitor parking spaces, etc., as well as other improvements not necessarily enumerated above, if any. The builder and Owner of any Lot are responsible for protecting said infrastructure.

Damage to any infrastructure item will be, at the option of the Association, either repaired by the Owner responsible, at that Owner's expense, or repaired by the Association and back-charged to the Owner responsible at the direct cost and the Owner also may be fined.

Prior to commencing construction, the Owner must take Association-approved protective measures, which at a minimum shall include fencing around all existing trees adjacent to or within the subject site as noted on the tree plan for the development. All construction materials are to be kept away from these trees during construction so as to prevent any damage. These trees are a valuable asset to each property as well as the overall development and as such shall remain on each Lot without harm.

Section 4. Construction Time. No builder or subcontractor shall commence construction work on a weekday before 7:00 a.m. or continue construction after 7:00 p.m. No builder shall commence construction work on a weekend day before 9:00 a.m. or continue construction after 6:00 p.m. These limitations are subject to modification by the Architectural Control Committee.

Section 5. Construction Audio Equipment and Noises. No audio equipment (radios, tape decks, C.D. players) shall be utilized on construction sites on weekdays before 9:00 a.m. or after 5:00 p.m. Use of audio equipment on construction site is strictly prohibited on Saturdays and Sundays. Audio equipment shall not be played so loudly as to disturb nearby residents at any time. Offensive language or other potentially offensive noise (other than typical construction machinery or procedures) is strictly prohibited.

Section 6. Concrete Delivery and Disposal of Excess Material. Concrete trucks are strictly prohibited from dumping any excess concrete anywhere within the Property other than the Lot upon which the concrete work is being performed, and shall be removed or properly cleaned following the completion of such concrete work. Concrete which is accidentally spilled on sidewalks, curbs or asphalt paving must be removed by the responsible party immediately.

Section 7. Surveys and Construction Staking. Each builder and Owner is responsible for establishing property corners and construction staking. No tolerance will be allowed for improperly locating property lines or proposed improvements. An experienced and qualified licensed engineer is required to survey the property and locate proposed improvements. The location of proposed improvements shall be double-checked prior to starting actual construction. Any questions or problems in the field shall be immediately reported to the managing agent of the Association. Once the foundation is laid, the contractor's engineer shall certify that all improvements are properly located. Any and all deviations shall be promptly corrected at that time. No exceptions will be allowed.

Section 8. Dump Sites. There are no dump sites within the Property. All construction refuse and debris removed from the premises during and upon completion of construction shall be properly disposed of, outside of the boundaries of the Property.

A minimum fine of Five Thousand Dollars (\$5,000.00) per occurrence shall be imposed on anyone dumping debris on any portion of the Property. This fine shall be charged against the Lot Owner from which the debris originated and be paid to the Owner of the Lot upon which the debris was deposited and a lien shall be filed against the violating Lot. The workman and company responsible for depositing such debris shall be prohibited from future work in the Property.

Section 9. Erosion Control and Protection of Adjacent Property. Unless modified in writing, prior to construction to beginning on a Lot, the Owner or its contractor is required to put up a solid black silt fence separating the Lot from adjoining Lots, as required by TDEC and/or the local municipality enforcing required erosion control measures. This fence and other erosion control measures shall be maintained by the builder throughout construction and every effort must be made to keep any silt or erosion debris off of the adjacent property. The contractor shall not utilize the adjoining property in any manner unless prior approval and conditions have been granted by the adjacent property owner.

Section 10. Port-A-John. Each builder is responsible for his own Port-A-John or for making arrangements with nearby builders to share a unit between several construction sites. The Port-A-John shall be maintained on a regular basis and located wholly within the boundaries of construction site in an area acceptable to the Association.

ARTICLE X. RESTRICTIVE COVENANTS

Section 1. Residential Use. Lots 1 through 9 inclusive, shall not be used except for private single family residential purposes.

Section 2. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within the Twinings of Collier 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. No structures of a temporary character, trailer, basement, tent, shack, garage, barn, or other building of temporary character shall be used on any portion of a Lot without prior written approval of the Architectural Control Committee.
- (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, setbacks, restrictions, and covenants set out in the Plat attached hereto as **Exhibit "A"**.
- (c) Privacy fences or other solid fencing may be permitted provided the Owner obtains the prior approval of the Architectural Control Committee for said fencing and location of same. A picket style fence, approved by the Architectural Control Committee, shall be permitted in the front yard of a Lot. All fences are subject to the review and written approval of the Architectural Control Committee.
- (d) No parking shall be permitted on or along the private roads of the Twinings of Collier except in the areas specifically designated for vehicle parking, if any, on the Plat. Parking areas shall not be used for permanent or temporary storage of junk vehicles, recreational vehicles, private vehicles offered for sale, house trailers or commercial or industrial vehicles or other semi-mobile equipment. All parking requirements are subject to applicable ordinances of the Town of Collierville.
- (e) 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.
- (f) 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.
- (g) No advertising signs, 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.
- (h) 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 (i) a home office so long as there is absolutely no traffic to and from the Lot as a result thereof, and (ii) 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 the Twinings of Collier.
- (i) All equipment, utility meters, 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 adjacent Lots, the private drives and street.

(j) All rubbish, trash, or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon. Debris and trash during the construction of an Owner's Improvements shall be collected by each Owner (or his or her representative) in containers approved by the Architectural Control Committee and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.

(k) No recreation vehicles or commercial vehicles of any kind, including, but not limited to, trucks, vans, boats, boat trailers, R.V.s, campers, race cars, house trailers, camping trailers, trailers of any other kind, motorcycles, all terrain vehicles, pick-up trucks, or similar type items, shall be kept other than in a closed garage or otherwise screened from the view of neighbors or the roads to the satisfaction of the Architectural Control Committee.

(l) Trees, shrubs, vines, debris, and plants which die shall be promptly removed from such Lots. Declarant and/or the Association, at their option and their discretion, may have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse Declarant and/or the Association for the cost of such work should he refuse or neglect to comply with the terms of this paragraph. Such cost shall create a valid lien on said Lot which shall be enforceable as an assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.

(m) The portion of lawns on Lots that are visible from Washington Street, Twinings Court or Twinings Lane shall be cut and have leaf removal provided in a uniform manner by a landscaping company selected by the Declarant and/or the Association, and the costs and charges associated therewith shall be charged as part of the annual assessments. Upon a vote of seventy-five (75%) or more of all Lots, the Owners may determine to no longer require uniform lawn cutting and leaf removal.

(n) No standing or partially standing trees which are obviously dying or dead shall be allowed to remain within thirty (30) feet of any right-of-way. If a Lot Owner fails to remove said tree or trees, within thirty (30) days of written notification from the Association, the Association may, at its option, go onto the Lot, remove said tree or trees and assess the cost against the Lot Owner. Such cost shall create a valid lien on said Lot which shall be enforceable as an assessment against the Lot should the Owner refuse or neglect to comply with the terms of this paragraph.

(o) Trees eight inches (8") or more in diameter located on any of the Lots within the Twinings of Collier may not be cut, trimmed, removed, transplanted or altered in any way without the prior written consent of the Architectural Control Committee. If any trees are cut, trimmed, removed, transplanted or altered in violation of this restriction, the Owner of the Lot upon which said trees were originally located shall replace said trees with trees of equal or greater size, type and quality.

(p) No noxious or offensive trade or activity shall be carried on upon any Lot in this development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within the Twinings of Collier.

(q) 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 private road or within thirty (30) feet of the edge of the road pavement. Building materials shall be kept in an organized and compact manner and appropriate measures taken daily to prevent unsightliness during construction. No construction shall be commenced until appropriate erosion controls are in place, and such shall be maintained during the time of construction.

(r) Exterior security or spot lights shall be directed toward the ground and not toward adjacent Lots or private roads.

(s) After the initial approval of a plan for Improvements, no trees indicated on the tree plan attached hereto as **Exhibit "B"** may be removed, unless such trees are dead and pose a threat to the safety and health of the individuals residing in the residence, without the prior written approval of the Architectural Control Committee.

(t) Easements for utility and drainage are reserved as shown on the Plat. No Owner shall, within any such easement areas or at other locations whether within or without designated easement areas, place or permit any structures, fencing, plants or other material which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by Declarant. Further, no Owner shall install any Improvements or modify any existing grades in such a manner as would impair the positive, natural flow of water from or onto the Owner's Lot. The easement area and drainage facilities on each Lot shall be maintained continuously by the Owners of such Lot.

(u) The minimum square footage for a residence shall be one thousand five hundred (1,500) heated and cooled square feet. The minimum square footage requirements shall apply even in the event a residence is constructed on more than one Lot. The Architectural Control Committee or Declarant shall, in its sole discretion, have the ability to vary the minimum square footage requirements or the Owners, upon a vote of seventy-five (75%) or more of all Lots, may change the square footage requirements.

(v) Auxiliary structures, as approved by the Architectural Control Committee, shall be located within the buildable setbacks. The square footage for auxiliary structures shall be subject to approval by the Architectural Control Committee.

(w) There shall be no further subdivision of the Lots.

(x) Any security gate installed by any Lot Owner on any Lot shall be subject to approval by the Architectural Control committee, must meet the requirements of the fire code of the Shelby County Fire Department and be thirty (30) feet from the private road

pavement.

(y) No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot, and no refuse pile, unused motor vehicles, or unsightly objects shall be allowed to be placed or to remain anywhere on any Lot. In the event that any Owner or occupant of any Lot in the Twinings of Collier shall fail or refuse to keep the Lot free from weeds, underbrush, refuse piles, unused motor vehicles, or other unsightly growths or objects, then the agent of the Architectural Control Committee may enter upon the Lot and remove the same at the expense of the Owner and such entry shall not be deemed a trespass. In the event of such a removal, the Owner shall pay the expenses thereof.

(z) Declarant or the Association, as the case may be, shall develop and maintain from time to time a set of rules and regulations governing the day to day use of the Lots and the private drives by the Owners within the Twinings of Collier. There shall be no violation of any such rules.

(aa) Owner's right of use of his Lot is subject to all laws, ordinances, rules and regulations of the applicable municipal and other governmental authorities. In the event of a difference between the use restrictions contained in said ordinances, rules and regulations and laws and the use restrictions set forth in this Article, the more restrictive provision shall apply.

(bb) Owner is solely responsible for ensuring that (i) the Owner's Lot, once improved, will drain properly and sufficiently, (ii) no grading of or improvement to the Lot shall increase the natural flow of water onto the adjacent land, and (iii) that the drainage from surrounding Lots will not negatively impact the Owner's Lot. Owner shall in no event obstruct or impede the flow of water designed to run on, over or near the Lot pursuant to the grading plans for the Twinings of Collier.

(cc) No swing sets, play sets, permanent basketball goals, trampolines, or the like may be maintained on a Lot without the prior written approval of the Architectural Control Committee unless said structures are not visible to neighboring Lots and public view.

(dd) No flags or flagpoles may be installed or kept on a Lot or on any residence constructed on any Lot unless said flagpoles are approved in writing by the Architectural Control Committee.

(ee) No statues or other lawn ornaments shall be permitted on a Lot without the prior written approval of the Architectural Control Committee except in the event the statue or lawn ornament is not visible to the public and to neighboring Lot Owners.

(ff) In election years, only one (1) yard sign per candidate shall be permitted on a Lot.

ARTICLE XI.
COMMON EASEMENTS

Section 1. Easements of Encroachment of Private Road. The private roads located on the Property may vary in width to preserve trees and the natural character. If there is a variance between the metes and bounds description for a Lot and the edge of the pavement for the completed private road adjacent to a Lot, then the edge of such pavement shall be the actual perimeter and boundary of the Lot. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the private roadway adjacent thereto or as between adjacent Lots due to settling or shifting of Improvements constructed, reconstructed or altered thereon.

Section 2. Easement for Utilities, Etc. Easements for utilities are as shown on the Plat. In addition, there is specifically a five-foot (5') utility easement granted to the Town of Collierville along the inside of certain Lot boundary lines as more particularly depicted on the Plat. The purpose of the five foot (5') utility easement is for the installation and maintenance of utilities (i.e., electric, sewer, water, telephone, gas, internet and cable). Within these utility easements, no permanent structures or other Improvements of any kind shall be permitted.

Section 3. Grant of Easement for General Services. An easement is hereby granted to all police, fire protection, ambulance, security, garbage collection, utility maintenance, and U.S. Postal Service Persons to enter upon the streets in performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the private drives, the Lots, and any dwelling to perform the duties of maintenance and repair of the dwelling or the private drives provided for herein. Should any utility request a specific easement by separate, recordable document, the Association shall have the right to grant such easement on said property without conflicting with the terms hereof. The easements provided for in this section shall in no way affect any other recorded easements on said premises.

The Declarant, for so long as it owns fee simple title to the Common Open Space, hereby agrees to indemnify and hold the Town of Collierville and the Town of Collierville's Public Services Department harmless from any against any claims or causes of action which may arise with regard to trucks that will be entering the Property and roads located therein to remove household trash from the Lots within the Twinings of Collier. Upon that date which Declarant transfers title to the private drives to the Association in accordance with Article III, Section 5, the Association shall assume the obligation to indemnify and hold the Town of Collierville and the Town of Collierville's Public Services Department harmless pursuant to this Section and Declarant shall be automatically be released from said indemnity obligations without further action required hereunder.

Section 4. General Easement. The Declarant, so long as it shall retain record title to any Lot or the private drives, reserves the right and easement to the private drives and any Lot or portion thereof as may be needed for repair, maintenance, construction, or marketing of the Twinings of Collier .

Section 5. Utility Easement in all Setback Areas. A utility easement for the Association is reserved within the front, rear and side setback areas of certain Lots as more particularly depicted on the Plat. Additional easements are reserved on the recorded plat(s), as amended from time to time. Within these easements, no construction of any kind shall be placed or permitted to remain which will in any way damage or interfere with the installation or maintenance of utilities.

Section 6. Easement for Lawn Maintenance. An easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the private drives and the Lots, to perform the duties of routine lawn maintenance.

ARTICLE XII. 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 common private improvements. The Board shall also obtain a public liability policy covering 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 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 which the Association is responsible shall be included as an Assessment as defined in Article VII.

In addition to the other insurance required by this Section, the Association 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 canceled 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 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 Improvements (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, shall have the right, but not the obligation, and 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 VII, 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.

Upon request, the individual Owners shall furnish a certificate of insurance to the Association or its manager.

ARTICLE XIII. 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 the Twinings of Collier, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

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 Association;
- (d) any proposed act that requires the consent of a specified percentage of mortgage holders.

ARTICLE XIV.
GENERAL PROVISIONS

Section 1. Fine. The Declarant, Architectural Control Committee and/or Board of Directors of the Association shall have the right to impose a fine not to exceed Five Hundred Dollars (\$500.00) as adjusted annually by Consumer Price Index (or any substitute index) for any one violation of the covenants contained herein. Such a fine shall be in addition to the remedies set forth previously, and shall not restrain the aforementioned entities from taking any or all of the remedies and actions outlined in this Declaration. A violation which continues after the provision of written notice shall be treated as a continuous violation and shall result in a fine of an additional Two Hundred Fifty Dollars (\$250.00) (as may be adjusted or increased based upon increases in the Consumer Price Index on All Urban Consumers, All Items (1982-84=100) or similar index), per day until the violation ceases. Fines shall be attributable to each Property and shall be a personal obligation of the Owner and shall be secured by a lien on such Property at the time they become payable, pursuant to notice given by the Board of Directors by billing or otherwise (whether or not such notice is received by the Owner), and such lien shall also cover interest and any necessary collection expenses, including attorney's fees, provided, however, that such lien shall be subordinate to real estate taxes and any deed of trust or mortgage to secure a bona fide indebtedness recorded prior to the giving of such notice, or within ten (10) days after receipt of a written acknowledgement from the Association that no charges are outstanding against such Property. The amounts of such fines as set forth above are as of 2014, and shall be adjusted annually thereafter by the increase in the Consumer Price Index.

Section 2. Duration and Amendment. The covenants and restrictions of this Declaration, and any amendments hereto, 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 or otherwise provided 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. For so long as the Declarant owns a Lot within the Property, any amendment must also be approved by the Declarant.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF THE LAST LOT CONVEYED BY DECLARANT TO UNILATERALLY AMEND THIS DECLARATION, IN WHOLE OR IN PART, TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR IF IN THE REASONABLE JUDGMENT OF THE DECLARANT AN AMENDMENT IS REQUIRED TO INSURE THE ORDERLY DEVELOPMENT OF THE PROPERTY. IF THIS PROVISION EXPIRES AND THEREAFTER THE ADDITIONAL PROPERTY IS INCLUDED HEREIN, THEN THIS PROVISION SHALL AUTOMATICALLY REVIVE ITSELF FOR A NEW FIVE (5) YEAR TERM. 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 THE TWININGS OF COLLIER.

Section 3. 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 4. 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 costs, expenses, and reasonably attorneys fees associated with enforcement incurred 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 collectible in the same manner as assessments hereunder.

Section 5. 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 6. 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 7. 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.

[Signature Page to Follow]

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.

Boyle Investment Company, a
Tennessee corporation

By: _____

Title: Vice President

ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared GARY THOMPSON, 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 VICE PRESIDENT of **Boyle Investment Company**, a Tennessee corporation, the within named bargainer, and that he as such VICE PRESIDENT, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE PRESIDENT.

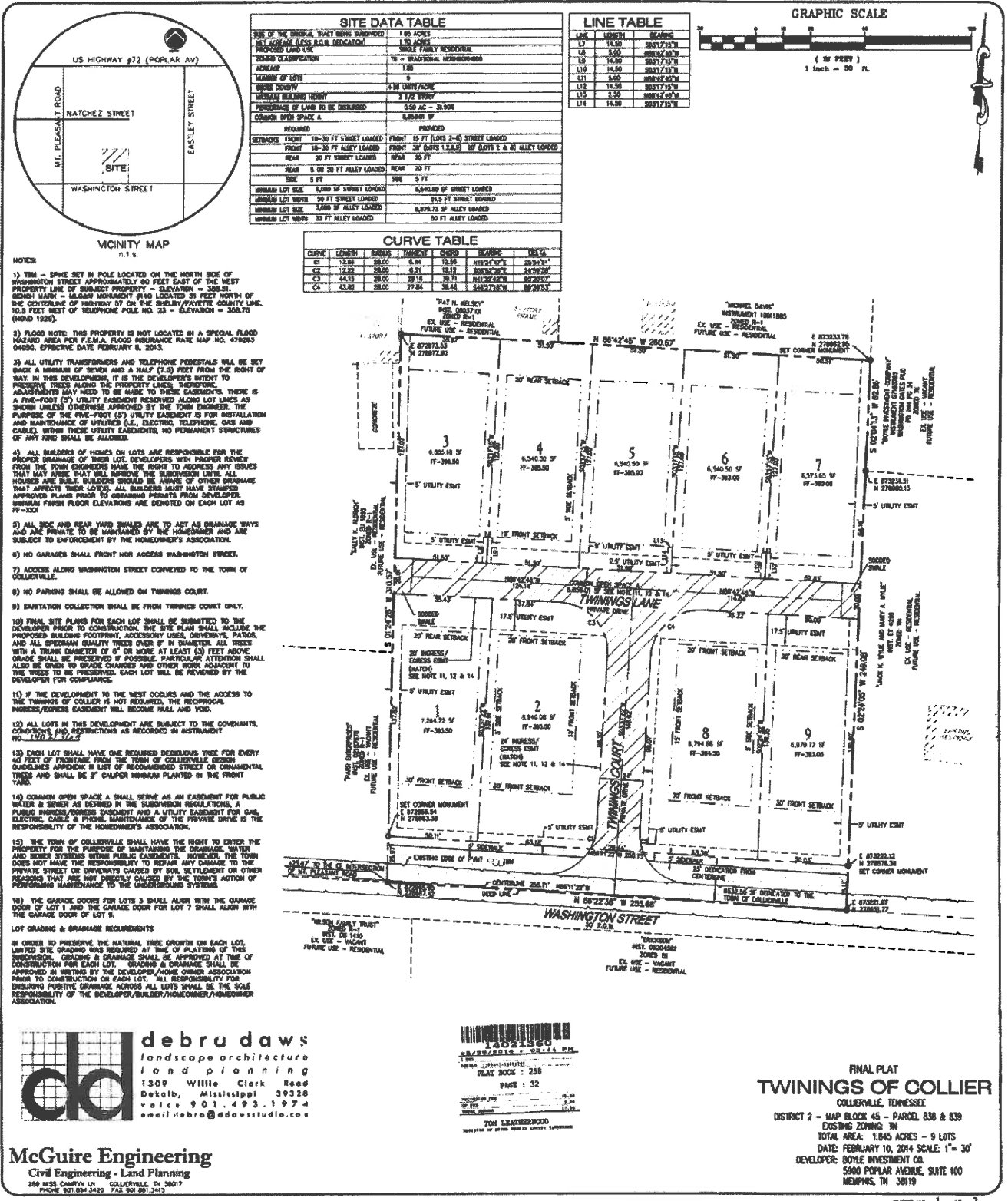
WITNESS my hand, at office, this 12th day of SEPTEMBER, 2014.

Kelly O. McDonald
Notary Public

My Commission expires:
2-22-15



Exhibit "A" Plat



debrudaws
landscape architecture
land planning
1309 Willie Clark Road
DeKalb, Mississippi 39228
phone: 901.493.1074
email: debro@ddawstudio.com

McGuire Engineering
Civil Engineering - Land Planning
289 MISS CAMRY LN COLLIERSVILLE, TN 38017
PHONE: 901.624.3420 FAX: 901.891.3415

14021350
MRC/PLD/C - 03-11 PM
DATE: 1/29/14
PLAT BOOK: 288
PAGE: 32
TOM LEATHERWOOD
REGISTERED PROFESSIONAL ENGINEER

FINAL PLAT
TWININGS OF COLLIER
COLLIERSVILLE, TENNESSEE
DISTRICT 2 - MAP BLOCK 45 - PARCEL 838 & 839
DISTING ZONING: R1
TOTAL AREA: 1.845 ACRES - 9 LOTS
DATE: FEBRUARY 10, 2014 SCALE: 1"= 30'
DEVELOPER: BOYLE INVESTMENT CO.
5900 POPULAR AVENUE, SUITE 100
MEMPHIS, TN 38119

Exhibit "A" continued

CERTIFICATE OF OWNERSHIP AND DEDICATION

I (we), DEBRU DAWDS (printed name), hereby certify that I am (we are) the owner(s) of the property shown and described and that I (we) adopt this plan of subdivision with my (our) free consent and dedicate all easements to the Town of Collierville and rights-of-way, streets, alleys, walks, paths and other open spaces to public and private use as shown on the plot.

Debra Dawds
Owner (signature) Date

VICE PRESIDENT / BOYLE INVESTMENT COMPANY
Title (if acting for partnership or corporation)

NOTARY'S CERTIFICATE

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified personally appeared DEBRU DAWDS (printed name of owner), with whom I am personally acquainted and who, upon oath, acknowledged himself to be DEBRU DAWDS (printed name of subdivision), and he as such owner, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and affix my seal this, the 12th day of FEBRUARY, 2014.

David W. Reed
Notary Public

My Commission expires: 2-22-15



SURVEYOR'S CERTIFICATE

I, Joe S. Wilson (printed name), certify to the best of my knowledge and belief that this is a true and accurate survey of the property shown hereon; that this is a Close 1 Land Survey as defined in Title 62, Chapter 16, Tennessee Code Annotated, and that the ratio of precision is greater than or equal to 1:10,000.

I further certify that the survey of the lands embraced within said plot have been correctly monumented in accordance with the Subdivision Regulations of the Town of Collierville, Tennessee.

Joe S. Wilson 2/12/14
Surveyor Date (Seal)

Joe S. Wilson
2/12/14



CERTIFICATE OF ACCURACY OF ENGINEERING AND DESIGN

I, MARK T. McGUIRE (printed name), a professional Engineer, do hereby certify that the plans shown and described on hereon regarding engineering and design governing this subdivision are true and correct, and conform to the requirements set forth in the Subdivision Regulations and other applicable requirements of the Town of Collierville.

Engineer Date (Seal)

CERTIFICATE OF ADEQUACY OF STORM DRAINAGE

I, MARK T. McGUIRE (printed name), do hereby certify that I am a registered Professional Engineer, and that I have designed all storm water drainage for the TWININGS OF COLLIER (printed name of subdivision). Neither this subdivision nor adjoining property will be damaged, nor shall the character of the land use be affected by the velocity and volume of water entering or leaving same.

Engineer Date (Seal)



CERTIFICATION OF DECLARATION OF COVENANTS AND RESTRICTIONS AND MAINTENANCE OF COMMON AREAS AND FACILITIES

"Declaration of Covenants and Restrictions", applicable to the TWININGS OF COLLIER Subdivision, are hereby incorporated and made a part of this plot.

All common areas, facilities, and amenities shall be owned and maintained by the Homeowners' Association (HOA) as described in Instrument # .

I, Debra Dawds (printed name), hereby certify that I am the owner of the property shown and shall be responsible for the maintenance of such areas until maintenance responsibility is transferred to the Homeowners' Association (HOA).

Debra Dawds 2/14
Date

NOTARY'S CERTIFICATE

State of Tennessee
County of Shelby

Before me, the undersigned, a notary public in and for the State and County aforesaid, duly commissioned and qualified personally appeared Debra Dawds (printed name of owner), with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of TWININGS OF COLLIER (printed name of subdivision), and he as such owner, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and affix my seal this, the 12th day of FEBRUARY, 2014.

Shari L. Aichele
Notary Public

My Commission expires: August 12, 2017



PLANNING COMMISSION CERTIFICATE

I hereby certify that the subdivision plot shown hereon has been found to comply with the Subdivision Regulations, for Collierville, Tennessee, including any variances, if any approved by the Planning Commission and that it has been approved by the Planning Commission of the Shelby County Register's Office.

Debra Dawds 2-24-14
Secretary, Planning Commission Date

Debra Dawds 2-21-2014
Town Engineer Date

Debra Dawds 2-21-2014
Town Planner Date

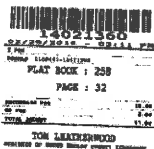
BOARD OF MAYOR AND ALDERMEN CERTIFICATE

I, Stan Jones (printed name of signer) do hereby certify that all required improvements have been installed to that a security or other collateral in sufficient amount to assure completion of all required improvements has been posted for the subdivision shown on this plot and are hereby approved by the Board of Collierville, Tennessee.

Stan Jones 2/11/2014
Mayor, Town of Collierville Date

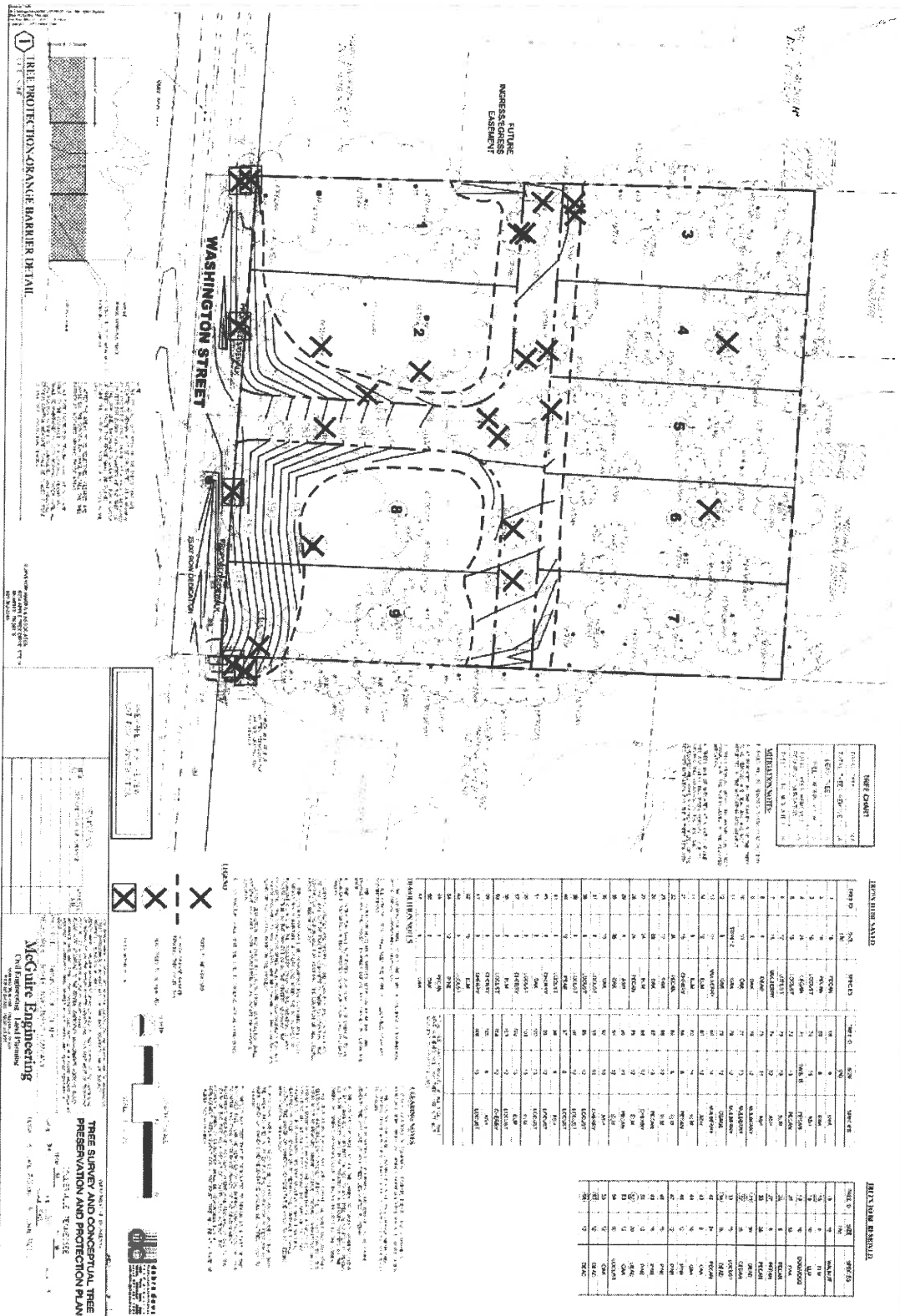


McGuire Engineering
Civil Engineering • Land Planning
249 WIND CURTAIN LN. COLLETSVILLE, TN 38017
PHONE 901.854.3420 FAX 901.981.3415



FINAL PLAT
TWININGS OF COLLIER
COLLETSVILLE, TENNESSEE
DISTRICT 2 - MAP BLOCK 45 - PARCELS 830 & 839
EXISTING ZONING: IN
TOTAL AREA: 1.845 ACRES - 9 LOTS
DATE: FEBRUARY 10, 2014 SCALE: 1" = 30'
DEVELOPER: BOYLE INVESTMENT CO.
5800 POPLAR AVENUE, SUITE 100
MEMPHIS, TN 38119

Exhibit "B" Tree Plan



TREE CHART

Tree No.	Species	DBH (in)	Height (ft)	Health	Notes
1
2
3
4
5
6
7
8
9

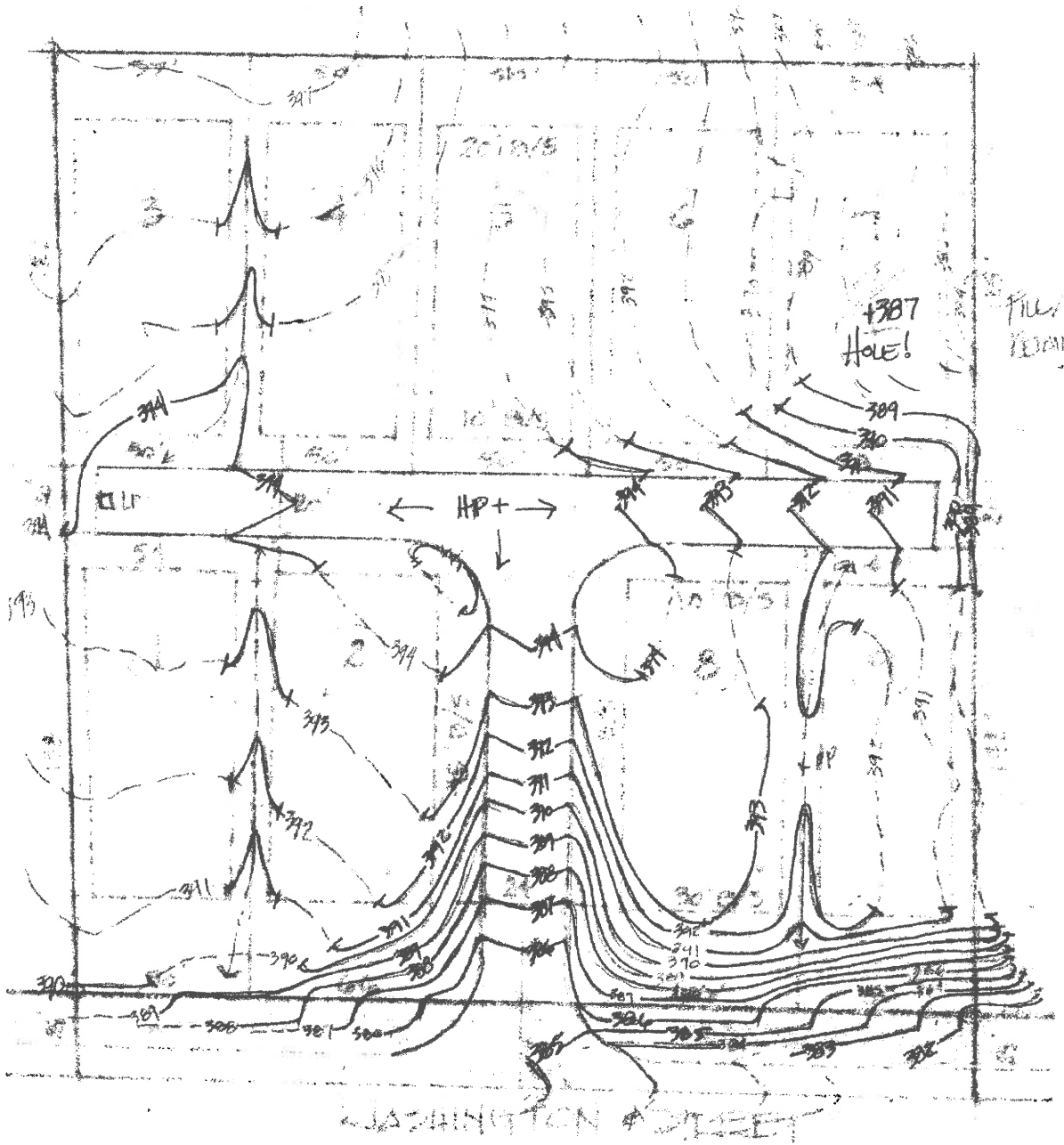
TREE SURVEY DATA

Tree No.	Species	DBH (in)	Height (ft)	Health	Notes
1
2
3
4
5
6
7
8
9

DATE TO BE REMOVED

Tree No.	Species	DBH (in)	Height (ft)	Health	Notes
1
2
3
4
5
6
7
8
9


Exhibit "C"
Drainage Swales





Tom Leatherwood
Shelby County Register / Archives

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.

	
14098677	
09/25/2014 - 04:12 PM	
32 PGS	
MELISA 1254746-14098677	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	160.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	162.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	