

THIS INSTRUMENT PREPARED BY AND RETURN TO:

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

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WASHINGTON GATES PLANNED DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WASHINGTON GATES PLANNED DEVELOPMENT ("Declaration") is made, published and declared this 10th day of FEB, 2010, 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 is the fee simple owner of a certain tract of real property in the Town of Collierville, Shelby County, Tennessee, which property is more particularly described in **Exhibit "A"** attached hereto (the "Property"); and,

WHEREAS, the Declarant has caused to be prepared a plan for the development of the Property, to be known as "Washington Gates" ("Washington Gates") into sixteen (16) residential lots; and,

WHEREAS, the Declarant has caused a plat of the Property to be filed in Plat Book 244, Page 34, in the Register's Office of Shelby County, Tennessee ("Plat"); and

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

NOW, THEREFORE, in consideration of above recitals and the premises, the Declarant does hereby publish and declare that all or any portion of the Property described in **Exhibit "A"** is held and shall be held, conveyed, hypothecated encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations (and subject to all easements, conditions, restrictions, etc., as set out in the Plat attached hereto as **Exhibit "B"**), all of which are declared and agreed to be in furtherance of a plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and

obligations shall run with the land and shall be a burden and a benefit to the Declarant, 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

Washington Gates (hereinafter defined) is a private, gated residential community located in the heart of the Town of Collierville. The purpose and goal of this Declaration is to establish a community of sixteen 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 Declaration shall have the following meanings:

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

Section 2. "Common Area" shall mean and refer to all real property (including the Improvements thereto) owned by the Association (or by Declarant prior to conveyance of the Common Area pursuant to Article III, Section 5) for the common use and enjoyment of the Members of the Association, its respective guests and invitees.

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

Section 5. "Lot" shall mean and refer to the Lots of land designated with Numbers 1 through 16, inclusive, as shown on **Exhibit "B"** attached hereto. For all purposes hereunder, it shall be understood and agreed that Declarant shall be the Owner of all of said Lots, save and except only those particular Lots which Declarant

conveys in fee simple title by recordable deed from and after the date hereof. Ownership of a Lot hereunder shall include an indirect pro rata interest in the Common Area owned by the Association.

Section 6. "Member" shall mean and refer to every Person who holds membership in the Association.

Section 7. "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 8. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof.

Section 9. "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.

Section 10. "Improvements" shall mean the residences, structures, walls, fences, iron gates, light fixtures, outdoor fireplaces, benches or other seating, pavement, plantings, roads, sewers, water systems, drainage or detention facilities and other additions built or placed on the Lots or Common Areas.

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, Drainage and Common Area. All roads within Washington Gates as well as the alleyway located along Lots 12, 13, 14, 15 and 16 shall be private. There shall be a detention pond located within the Common Area on the Property which shall provide certain water detention for the Property. The Declarant makes no warranty concerning the degree of water inundation that may result on the Lots.

The roads, alleyway, drainage, detention pond, Common Areas and Common Area Improvements within Washington Gates 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, alleyway, drainage, detention pond,

Common Areas and Common Area Improvements 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, alleyway, drainage, detention pond, Common Areas and Common Area Improvements. 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 and alleyway 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 alleyway 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, alleyways, detention ponds, and the Common Areas including all Improvements located thereon such as the street signs, fountains, fences, gates, common lighting, decorative bridges, outdoor fireplaces and conversation area, benches and the like located in the Common Area. Maintenance of the private roads and alleyway shall include removal of debris caused by falling trees or limbs. The Association shall use reasonable efforts in clearing the roads and alleyway so that the orderly ingress and egress to a particular Lot shall not be hindered.

As shown on the Plat, there is a ten foot (10') passive drainage path located along and within the boundaries of Lots 3, 4, and 5. The Association shall be responsible for the continued maintenance of the passive drainage path and all appurtenances and systems related thereto. The costs and expense associated therewith shall be allocated and assessed to all Owners as a common expense. A perpetual easement is hereby granted to the Association, its officers, agents, employees, and to any construction or management company selected by the Association to enter in or to cross over the Lots 3, 4 and 5 to install and perform the duties of maintenance, repair and replacement to the passive drainage path.

Section 3. Perimeter Fences.

A perimeter fence is to be installed by the Declarant along the exterior boundaries of the Property ("Perimeter Fence"). The Perimeter Fence shall include a gated entrance from Washington Street into Washington Gates and an iron fence that extends from said gated entrance to the west along the boundaries of Lot 1, as more particularly shown on the Plat, and that extends from said gated entrance to the east along the boundaries of Lots 13, 14, 15, and 16, all as more particularly shown on the Plat. The Perimeter Fence shall also include a six foot (6') wooden privacy fence along all other boundaries of the Property except for that certain boundary located along the

Common Area next to Lots 5 and 6. Said boundary shall have no Perimeter Fence due to the existing vegetation that shall serve as a natural buffer between Washington Gates and neighboring property.

The Perimeter Fence shall have a sign and shall have an entrance gate paid for and installed by the Declarant which will be operated by an electronic system and telephone lines to each residence on each Lot. The Association shall be responsible for the continued maintenance of the Perimeter Fence and all appurtenances and systems related thereto. The costs and expense associated therewith shall be allocated and assessed to all Owners as a common expense. A perpetual easement is hereby granted to the Association, its officers, agents, employees, and to any construction or management company selected by the Association to enter in or to cross over the Common Areas and any Lot to install and perform the duties of maintenance, repair and replacement to the Perimeter Fence.

In addition to the Perimeter Fence, there shall be a privacy fence located along the rear boundary line of Lot 12 so to screen said Lot from the Common Area located to the east of Lot 12. The Owner of Lot 12, at its sole cost and expense, shall install the privacy fence upon completion of construction of the residence to be located on Lot 12. Once installed by the Owner of Lot 12, the Association shall assume responsibility for the maintenance of said privacy fence. The costs and expenses associated with the maintenance of the privacy fence located between Lot 12 and the adjoining Common Area shall be allocated and assessed to all Owners as a common expense.

Section 4. Preservation Areas. As more particularly shown on the Plat, there are various preservation areas and preservation/landscape buffer easements located along all exterior boundaries of the Property. The purpose of the preservation areas and easements is to preserve and protect existing trees and landscaping and to encourage planting of new trees and other landscaping as well. All trees and other vegetation located within these areas and easements are to be maintained and protected. The builder and Owner of any Lot are responsible for protecting all trees and vegetation located within the preservation easement areas. No Improvement may be constructed with said areas and no trees eight inches (8") or more in diameter may be trimmed, cut, removed or transplanted without the prior written approval of the Architectural Control Committee.

Section 5. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area 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 Washington Gates. 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 three (3) votes for each Lot owned by it. When more than one person holds an 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 Washington Gates, then the total number of 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 Common Area Improvements and Common Areas, 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 Common Area Improvements or Common Area in Washington Gates.

(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 Washington Gates.

Section 2. Easement for Utilities. Utilities (electric, water, gas, phone, TV cable, internet) shall be provided to each Lot. The utilities serving the various Lots shall be located in the areas shown on the Plat or as otherwise determined by the Declarant and/or the Town of Collierville. . The purpose of utility easement(s) is for the installation and maintenance of utilities (i.e., electric, telephone, gas and cable) provided to each Lot. Within these utility easements, no permanent structures or other Improvements of any kind shall be permitted. Declarant hereby reserves for itself, the applicable utility company 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.

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, decorative headwalls, decorative bridges, benches and other seating, outdoor fireplaces, utility and sewer costs, the Perimeter Fence (including the sign, electric gate and telephone system associated therewith), irrigation, lighting, common light fixtures, the landscaping of the Common Area, the detention pond of the Common Area, and all other costs and expense related to or arising from the maintenance, repair, replacement and operation of the Common Areas and Common Area Improvements. 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 Common Areas and for each Lot within the Development.

It is hereby agreed and acknowledged that the Town of Collierville shall have no responsibility to maintain the roads or any portion of the Common Area within Washington Gates, unless and until said roads or Common Area 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 "B" attached hereto, there will be sixteen (16) residential Lots. Each Owner of a Lot shall be responsible for exterior maintenance, painting, repair and upkeep on his Lot (except for routine lawn maintenance and leaf removal which shall be the responsibility of the Association as noted above in Section 1). 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.

(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 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.

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, 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 "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, gate, monuments, irrigation, Perimeter Fence, detention ponds and landscaping within Washington Gates and any other item for which the Association may be responsible.

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

(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 assessment for each Lot shall in no event be less than One Hundred Fifty and No/100 Dollars (\$150.00) per month.

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 in Washington Gates 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 a date selected by Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Until that date which is one year following the recordation of the Plat, the Declarant shall have the sole authority to determine whether an assessment shall be levied. After that date which is one year following the recordation of the Plat, the assessment shall be fixed by the Board of Directors as set out in Section 2 of this Article VII.

ARTICLE VIII. ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. An "Architectural Control Committee" is hereby established. The initial committee shall consist of Doug Dickens, Gary Thompson, and an architect selected from the list of approved architects by the two aforementioned members. These three individuals shall serve for a period of five (5) years, or until they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of five (5) years from the date hereof, or the earlier resignation of Doug Dickens, Gary Thompson, and the selected architect the Board of Directors of the Association shall then appoint the Architectural Control Committee, which shall be composed of three (3) or more individual Lot Owners or any other persons commissioned by the Association.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. 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, and swimming pools) or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within Washington Gates, 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 eight hundred (1,800) heated and cooled square feet, and all trees eight inches (8") or more in diameter that will be remaining; provided, however that (i) the initial Architectural Control Committee shall have the right to change the minimum square footage requirement for any individual Lot to preserve the orderly development of and integrity of Washington Gates; and (ii) a vote of seventy-five percent (75%) of the Owners shall have the right to change the minimum square footage requirements for Washington Gates. The final site plan shall include a tree survey of all specimen trees 8" or greater in diameter;
- (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 Washington Gates;
- (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 12, 13, 14, 15 and 16 which are located along the alleyway 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 Washington Gates 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 exterior plans of any proposed 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, the Owner's architect shall give its certification to the Architectural 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 Washington Gates shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by 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 Washington Gates.

Section 4. Non-Liability. Neither Declarant nor the Association, the Board of Directors, or the Architectural 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 Committee directions, and/or failure to comply with Architectural Committee requirements.

Section 2. Construction Debris and Trash Removal. Each builder will be required to maintain a dumpster in a location approved by the Architectural Committee. This dumpster shall be emptied periodically, but prior to the point that construction materials reach the upper rim. The required dumpster may be shared between adjoining two builders and/or Owners, if said builders and Owners agree, and each shall be bound by the conditions noted herein.

Each day, all construction sites are to be cleaned so as to facilitate a pleasing appearance to Owners and visitors and to eliminate any hazards for the visitors who will be touring through the various construction projects.

Violations will be subject to fines and the Association also may have the violating site cleaned. The Owner will be charged two times the direct cost charged for the site clean-up.

Construction materials shall be kept out of the public right-of-way at all times and stored on the subject property. Streets and service drives (alleys) adjacent to said property shall be kept open for circulation at all times. This is for the protection of all parties and to allow emergency vehicles direct access to any part within the Property.

All wrappers, paper goods and light-weight building materials that may be blown onto adjacent properties shall be maintained, properly stored or deposited in trash receptacles on a daily basis.

Workers shall not utilize parks and common areas for lunch or breaks and shall remove all food wrappers, containers, etc., and deposit said debris in trash receptacles.

Section 3. Infrastructure. Within the Property, there are numerous forms of common infrastructure that may consist of streets, service drives, landscaping, street trees, street lights, sidewalks (along Washington Street only), irrigation systems, brick pads, benches, outdoor fireplaces, bridges, walking paths, parks, trash receptacles, etc., as well as other improvements not necessarily enumerated above. 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 street trees adjacent to or within the subject site. 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.

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 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. Concrete which is accidentally spilled on sidewalks 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. Protection of Adjacent Property. Unless modified in writing, prior to construction to beginning on a Lot, the contractor is required to put up a solid black silt fence along the entire property line separating the proposed construction site from adjoining properties. This fence shall be maintained by the builder throughout construction and every effort must be made to keep any construction 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 at the rear of the construction site and the door of the Port-A-John shall not face any street, sidewalk or other public right-of-way.

ARTICLE X.
RESTRICTIVE COVENANTS

Section 1. Residential Use. Lots 1 through 16 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 Washington Gates 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 "B"**.

(c) No privacy fences or other solid fencing shall be permitted on a Lot except in the rear yard of a Lot on the back of a residence and shall not extend beyond the corners of the rear façade of the residence. 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. Notwithstanding the foregoing, the Architectural Control Committee, in its sole and absolute discretion, shall have the right to grant variances or other modifications to the restrictions regarding privacy or other fences.

(d) No parking shall be permitted on or along the private roads of Washington Gates 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) 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.

(f) 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.

(g) 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 a home office so long as there is absolutely no traffic to and from the Lot as a result thereof.

(h) 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.

(i) 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 Committee and periodically removed so that no unsightly condition occurs on the Lot or adjoining Lots.

(j) 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, 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.

(k) Owners shall use good faith efforts to preserve all trees and other vegetation located within the preservation easement areas as shown on the Plat. No trees eight inches (8") or more in diameter located within said preservation easement areas shall be removed, clipped, cut, transplanted or altered in any way without the prior written approval of the Architectural Control Committee. Subject to the foregoing, 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.

(l) All lawns shall be mowed and maintained 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 maintenance.

(m) 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.

(n) Trees eight inches (8") or more in diameter that are located within any of the preservation easement areas shown on the Plat may not be cut, trimmed, removed, transplanted or altered in any way. Trees ten inches (10") or more in diameter located on any of the Lots within Washington Gates 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.

(o) 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 Washington Gates.

(p) 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.

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

(r) After the initial approval of a plan for Improvements, no trees indicated on the tree plan attached hereto as **Exhibit "C"** 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 Committee.

(s) 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.

(t) The minimum square footage for a residence shall be one thousand eight hundred (1,800) 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 Committee 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.

(u) 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.

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

(w) 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 Town of Collierville Fire Department and be thirty (30) feet from the private road pavement.

(x) 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 Washington Gates 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 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.

(y) 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 Common Area by the Owners within Washington Gates. There shall be no violation of any such rules.

(z) 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.

(aa) 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 Washington Gates.

(bb) No Lot nor any Improvement thereon shall be conveyed to, leased to, or occupied by a convicted sex offender that is listed or should be listed on any state or federal sex offender registry.

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

(dd) Other than those displaying the American and Tennessee State flags (which shall in all events still be subject to the approval of the Architectural Committee), no flagpoles may be installed or kept on a Lot or on any residence constructed on any Lot unless said flagpoles are screened from public view and are not visible to neighboring Lots.

(ee) No statues or other lawn ornaments shall be permitted on a Lot without the prior written approval of the Architectural 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 within Washington Gates 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 located as shown on the Plat or otherwise determined by the Declarant and the Town engineer. The purpose of the utility easement(s) is for the installation and maintenance of utilities (i.e., electric, telephone, gas 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, and U.S. Postal Service Persons to enter upon the streets and Common Areas 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 Common Areas, the Lots, and any dwelling to perform the duties of maintenance and repair of the dwelling or Common Area 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 Area, 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 Washington Gates. Upon that date which Declarant transfers title to the Common Area 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 Common Area, reserves the right and easement to the Common Area and any Lot or portion thereof as may be needed for repair, maintenance, construction, or marketing of Washington Gates.

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

Cost of insurance coverage obtained by the Association for the Common Area Improvements 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, 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 Washington Gates, 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. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten (10) years each. Unless specifically prohibited 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. During the first two (2) years from the date of the recording of this Declaration, 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 HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF WASHINGTON GATES. IF THIS PROVISION EXPIRES AND THEREAFTER ADDITIONAL PROPERTY IS INCLUDED WITHIN WASHINGTON GATES, THEN THIS PROVISION SHALL AUTOMATICALLY REVIVE ITSELF FOR A NEW FIVE (5) YEAR TERM PERTAINING TO THE ADDITIONAL PROPERTY.

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

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

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

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

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

[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: 
Douglas H. Dickens

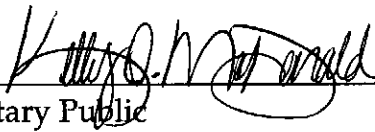
Title: Vice President

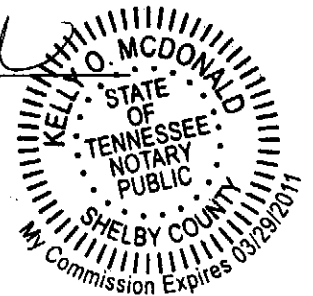
ACKNOWLEDGEMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared DOUGLAS H. DICKENS, 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 6th day of JANUARY, 2010.


Notary Public



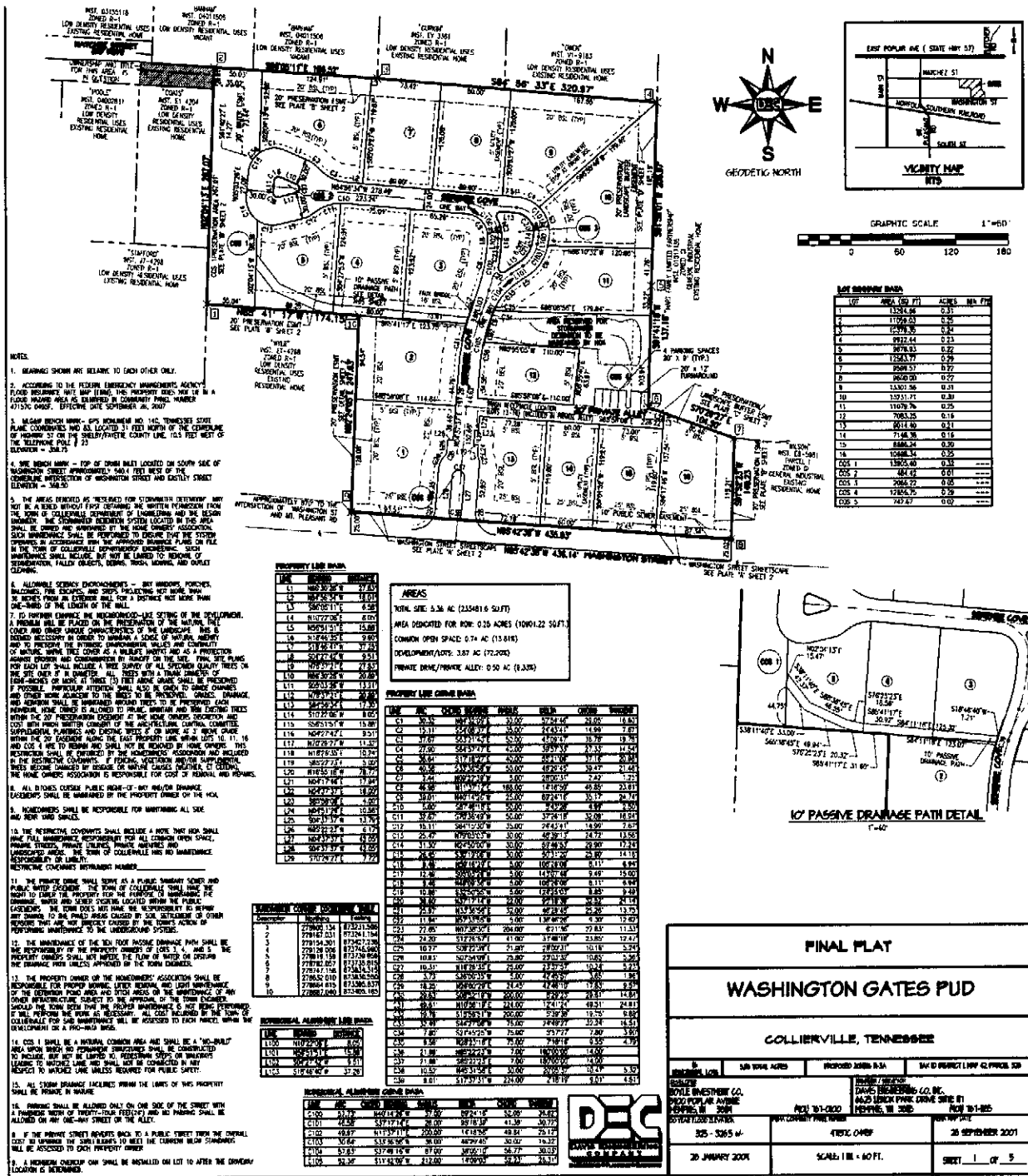
My Commission expires:
3-29-2011

Exhibit "A"

Legal Description of the Property

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF WASHINGTON STREET (40' RIGHT-OF-WAY FROM RECORDS) SAID POINT BEING 469.00 FEET WEST OF THE CENTERLINE INTERSECTION OF WASHINGTON STREET AND EASTLY STREET (50' RIGHT-OF-WAY) AND SAID POINT BEING IN THE WEST LINE OF THE "WILSON" PROPERTY AS DESCRIBED IN INSTRUMENT EB-5981; THENCE NORTH 85 DEGREES 42 MINUTES 38 SECONDS WEST WITH THE CENTERLINE OF WASHINGTON STREET A DISTANCE OF 436.14 FEET TO A COTTON PICKER SPINDLE SET IN THE EAST LINE OF THE "WYLIE" PROPERTY AS DESCRIBED IN INSTRUMENT ET-4298; THENCE NORTH 02 DEGREES 24 MINUTES 05 SECONDS EAST WITH SAID EAST LINE A DISTANCE OF 247.63 FEET (CALL- 246.7 FEET) TO AN IRON PIN SET IN THE NORTH LINE OF SAID "WYLIE" PROPERTY; THENCE NORTH 85 DEGREES 41 MINUTES 17 SECONDS WEST WITH SAID NORTH LINE A DISTANCE OF 174.15 FEET TO AN IRON PIN SET IN THE EAST LINE OF THE "STAFFORD" PROPERTY AS DESCRIBED IN INSTRUMENT J7-4298; THENCE NORTH 02 DEGREES 04 MINUTES 13 SECONDS EAST WITH SAID EAST LINE OF "STAFFORD" PROPERTY AND THE EAST LINE OF "COATS" PROPERTY AS DESCRIBED IN INSTRUMENT E1-4204 A DISTANCE OF 267.07 FEET (CALL 271.7 FEET) TO AN IRON PIN SET IN THE SOUTH LINE OF THE "TERRY BARHAM" PROPERTY AS DESCRIBED IN INSTRUMENT 04011506; THENCE SOUTH 86 DEGREES 05 MINUTES 11 SECONDS EAST WITH SAID SOUTH LINE A DISTANCE OF 186.52 FEET TO AN IRON PIN FOUND IN THE SOUTH LINE OF THE "GURKIN" PROPERTY AS DESCRIBED IN INSTRUMENT EY-3361 AND THE "OWEN" PROPERTY AS DESCRIBED IN INSTRUMENT VI-9183 A DISTANCE OF 320.97 FEET TO AN IRON PIPE FOUND IN THE WEST LINE OF THE HART FAMILY LIMITED PARTNERSHIP PROPERTY AS DESCRIBED IN INSTRUMENT 01017135; THENCE SOUTH 01 DEGREES 58 MINUTES 01 SECONDS WEST WITH SAID WEST LINE A DISTANCE OF 206.97 FEET (CALL-205.6 FEET) TO AN IRON PIPE FOUND AT AN ANGLE POINT IN SAID WEST LINE; THENCE SOUTH 01 DEGREES 41 MINUTES 18 SECONDS WEST WITH SAID WEST LINE A DISTANCE OF 137.16 FEET (CALL-133') TO AN IRON PIN FOUND IN THE SOUTH LINE OF THE SAID "HART FAMILY LIMITED PARTNERSHIP PROPERTY"; THENCE SOUTH 70 DEGREES 29 MINUTES 27 SECONDS EAST WITH SAID SOUTH LINE A DISTANCE OF 104.50 FEET TO A POINT (IRON PIN FOUND 0.6' E.) IN THE WEST LINE OF THE "WILSON" PROPERTY AS DESCRIBED IN INSTRUMENT EB-5981; THENCE SOUTH 01 DEGREES 52 MINUTES 23 SECONDS WEST WITH SAID WEST LINE A DISTANCE OF 140.23 FEET (CALL 143 FEET) TO THE POINT OF BEGINNING AND CONTAINING 5.36 ACRES.

Exhibit "B" Plat



- NOTES:**
1. MEASUREMENTS SHOWN ARE RELATIVE TO EACH OTHER ONLY.
 2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) (FLOOD INSURANCE RATE MAP NO. 17083C0001) THE FLOOD HAZARD AREA IS CLASSIFIED AS COASTAL HAZARD NUMBER 17083C0001. EFFECTIVE DATE SEPTEMBER 30, 2007.
 3. MAGAP BENCH MARK - GPS BENCHMARK NO. 140, TENNESSEE STATE PLANE COORDINATES AND ELEVATION 3 FEET NORTH OF THE CORNER OF THE INTERSECTION OF WASHINGTON STREET AND EXHIBIT STREET. ELEVATION = 348.50.
 4. THE BENCH MARK - TOP OF CORNER NAIL LOCATED ON SOUTH SIDE OF WASHINGTON STREET APPROXIMATELY 500 FEET WEST OF THE CORNER OF THE INTERSECTION OF WASHINGTON STREET AND EXHIBIT STREET. ELEVATION = 348.50.
 5. THE AREAS IDENTIFIED AS "RESERVED FOR FUTURE DEVELOPMENT" MAY NOT BE A BENCH MARK. THE TOWN OF COLLETSVILLE, TENNESSEE, HAS THE RIGHT OF FIRST REFUSAL TO DEVELOP THE RESERVED AREAS. THE TOWN OF COLLETSVILLE, TENNESSEE, SHALL BE ADVISED AND APPROVED BY THE HOMEOWNERS' ASSOCIATION. SUCH RESERVATION SHALL BE REVOKED TO ENSURE THAT THE STREETS, UTILITIES, AND OTHER INFRASTRUCTURE ARE MAINTAINED AND OPERATED IN ACCORDANCE WITH THE TOWN OF COLLETSVILLE, TENNESSEE, ORDINANCES. THE TOWN OF COLLETSVILLE, TENNESSEE, SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, REPLACEMENT, AND OPERATION OF STREETS, UTILITIES, AND OTHER INFRASTRUCTURE.
 6. ALLOWABLE SCIENCE ENHANCEMENTS - BUT WITHOUT POWER, BALCONIES, FIRE ESCAPES, AND STAIRS EXCEPTING NOT MORE THAN 10 FEET FROM AN EXISTING HILL FOR A DISTANCE NOT MORE THAN ONE-THIRD OF THE LENGTH OF THE HILL.
 7. TO IMPROVE DRAINAGE, THE NECESSARY-SIZE SIZING OF THE DEVELOPMENT, A FLOOD WALL BE PLACED ON THE PERIPHERY OF THE NATURAL DRAINAGE COVER AND OTHER UNDESIRABLE CHARACTERISTICS OF THE LANDSCAPE. THIS IS REQUIRED ACCORDING TO ORDINANCES OF THE TOWN OF COLLETSVILLE, TENNESSEE, AND TO PROTECT THE PHYSICAL, ENVIRONMENTAL VALUES AND COMMUNITY OF THE TOWN. THE TOWN OF COLLETSVILLE, TENNESSEE, SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF SUCH FLOOD WALLS. THE TOWN OF COLLETSVILLE, TENNESSEE, SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF SUCH FLOOD WALLS. THE TOWN OF COLLETSVILLE, TENNESSEE, SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF SUCH FLOOD WALLS.
 8. ALL UTILITIES CROSSING PUBLIC RIGHTS-OF-WAY MUST BE DEEPENED AND REPAIRED TO THE DEPTH OF THE PROPERTY OWNER'S OWN. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTAINING ALL USE AND RENEW SYSTEMS.
 9. HOMEOWNERS SHALL BE RESPONSIBLE FOR MAINTAINING ALL USE AND RENEW SYSTEMS.
 10. THE RESPECTIVE COVENANTS SHALL INCLUDE A NOTE THAT NEAR SHALL HAVE FULL MAINTENANCE RESPONSIBILITY FOR ALL COMMON OPEN SPACE, PRIVATE STREETS, PRIVATE UTILITIES, PRIVATE WALKWAYS AND LANDSCAPED AREAS. THE TOWN OF COLLETSVILLE HAS NO MAINTENANCE RESPONSIBILITY OR LIABILITY.
 11. THE HOMEOWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PUBLIC UTILITY LINES AND PUBLIC WATER MAINS. THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PUBLIC UTILITY LINES AND PUBLIC WATER MAINS. THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL PUBLIC UTILITY LINES AND PUBLIC WATER MAINS.
 12. THE MAINTENANCE OF THE 10' PASSIVE DRAINAGE PATH SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OF LOTS 1, 4, AND 5. THE PROPERTY OWNER SHALL NOT INTERFERE WITH THE TOWN OF COLLETSVILLE'S DRAINAGE PLAN UNLESS APPROVED BY THE TOWN ENGINEER.
 13. THE PROPERTY OWNER OF THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 10' PASSIVE DRAINAGE PATH. THE PROPERTY OWNER OF THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 10' PASSIVE DRAINAGE PATH. THE PROPERTY OWNER OF THE HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE 10' PASSIVE DRAINAGE PATH.
 14. LOT 1 SHALL BE A NATURAL COMMON AREA AND SHALL BE A "NO-IMPACT" AREA. THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF LOT 1. THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF LOT 1. THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF LOT 1.
 15. ALL STORM DRAINAGE FACILITIES SHALL BE WITHIN THE LIMITS OF THIS PROPERTY. THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL STORM DRAINAGE FACILITIES. THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL STORM DRAINAGE FACILITIES.
 16. FUTURE LOTS SHALL BE ALLOWED ONLY ON ONE SIDE OF THE STREET WITH A FUTURE WIDTH OF TWENTY-FOUR FEET OR MORE AND PARKING SHALL BE ALLOWED ON ANY ONE-SIDE STREET OR ALLEY.
 17. IF THE PRIVATE STREET DRIVES BACK TO A PUBLIC STREET FROM THE CENTRAL LOT IS EXTENDED TO THE STREET, THE TOWN OF COLLETSVILLE SHALL BE RESPONSIBLE TO EACH PROPERTY OWNER.
 18. A NEIGHBORHOOD OVERSEER OR SHALL BE APPOINTED ON LOT 1 AFTER THE DRAINAGE LOCATION IS DETERMINED.

PROPERTY LINE DATA

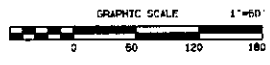
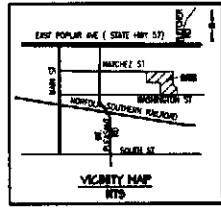
LINE	BEARING	DISTANCE
1	N 89° 52' 00" W	17.00
2	S 89° 52' 00" E	17.00
3	S 00° 00' 00" E	6.58
4	N 89° 52' 00" W	8.00
5	N 00° 00' 00" E	15.00
6	S 89° 52' 00" E	9.00
7	S 89° 52' 00" E	9.00
8	S 89° 52' 00" E	9.00
9	S 89° 52' 00" E	9.00
10	S 89° 52' 00" E	9.00
11	S 89° 52' 00" E	9.00
12	S 89° 52' 00" E	9.00
13	S 89° 52' 00" E	9.00
14	S 89° 52' 00" E	9.00
15	S 89° 52' 00" E	9.00
16	S 89° 52' 00" E	9.00
17	S 89° 52' 00" E	9.00
18	S 89° 52' 00" E	9.00
19	S 89° 52' 00" E	9.00
20	S 89° 52' 00" E	9.00
21	S 89° 52' 00" E	9.00
22	S 89° 52' 00" E	9.00
23	S 89° 52' 00" E	9.00
24	S 89° 52' 00" E	9.00
25	S 89° 52' 00" E	9.00
26	S 89° 52' 00" E	9.00
27	S 89° 52' 00" E	9.00
28	S 89° 52' 00" E	9.00
29	S 89° 52' 00" E	9.00
30	S 89° 52' 00" E	9.00

AREAS

TOTAL SITE: 5.36 AC (232481.50 SQ FT)
 AREA DESIGNATED FOR ROW: 0.25 AC (10912.22 SQ FT)
 COMMON OPEN SPACE: 0.74 AC (32418.18 SQ FT)
 DEVELOPMENT/AVTS: 3.87 AC (170,200 SQ FT)
 PRIVATE DRIVE/PARKING AREA: 0.50 AC (21,780 SQ FT)

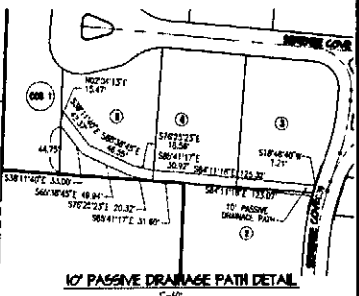
PROPERTY LINE CORNER DATA

LINE	BEARING	DISTANCE	AREA	PERCENT
C1	N 89° 52' 00" W	17.00	24,211.1	10.44
C2	S 89° 52' 00" E	17.00	24,211.1	10.44
C3	S 00° 00' 00" E	6.58	4,291.4	1.85
C4	N 89° 52' 00" W	8.00	4,291.4	1.85
C5	N 00° 00' 00" E	15.00	21,457.5	9.23
C6	S 89° 52' 00" E	9.00	4,291.4	1.85
C7	S 89° 52' 00" E	9.00	4,291.4	1.85
C8	S 89° 52' 00" E	9.00	4,291.4	1.85
C9	S 89° 52' 00" E	9.00	4,291.4	1.85
C10	S 89° 52' 00" E	9.00	4,291.4	1.85
C11	S 89° 52' 00" E	9.00	4,291.4	1.85
C12	S 89° 52' 00" E	9.00	4,291.4	1.85
C13	S 89° 52' 00" E	9.00	4,291.4	1.85
C14	S 89° 52' 00" E	9.00	4,291.4	1.85
C15	S 89° 52' 00" E	9.00	4,291.4	1.85
C16	S 89° 52' 00" E	9.00	4,291.4	1.85
C17	S 89° 52' 00" E	9.00	4,291.4	1.85
C18	S 89° 52' 00" E	9.00	4,291.4	1.85
C19	S 89° 52' 00" E	9.00	4,291.4	1.85
C20	S 89° 52' 00" E	9.00	4,291.4	1.85
C21	S 89° 52' 00" E	9.00	4,291.4	1.85
C22	S 89° 52' 00" E	9.00	4,291.4	1.85
C23	S 89° 52' 00" E	9.00	4,291.4	1.85
C24	S 89° 52' 00" E	9.00	4,291.4	1.85
C25	S 89° 52' 00" E	9.00	4,291.4	1.85
C26	S 89° 52' 00" E	9.00	4,291.4	1.85
C27	S 89° 52' 00" E	9.00	4,291.4	1.85
C28	S 89° 52' 00" E	9.00	4,291.4	1.85
C29	S 89° 52' 00" E	9.00	4,291.4	1.85
C30	S 89° 52' 00" E	9.00	4,291.4	1.85



LOT SCHEDULE DATA

LOT	AREA (SQ FT)	ACRES	PERCENT
1	11284.24	0.25	4.85
2	11284.24	0.25	4.85
3	11284.24	0.25	4.85
4	11284.24	0.25	4.85
5	11284.24	0.25	4.85
6	11284.24	0.25	4.85
7	11284.24	0.25	4.85
8	11284.24	0.25	4.85
9	11284.24	0.25	4.85
10	11284.24	0.25	4.85
11	11284.24	0.25	4.85
12	11284.24	0.25	4.85
13	11284.24	0.25	4.85
14	11284.24	0.25	4.85
15	11284.24	0.25	4.85
16	11284.24	0.25	4.85
17	11284.24	0.25	4.85
18	11284.24	0.25	4.85
19	11284.24	0.25	4.85
20	11284.24	0.25	4.85
21	11284.24	0.25	4.85
22	11284.24	0.25	4.85
23	11284.24	0.25	4.85
24	11284.24	0.25	4.85
25	11284.24	0.25	4.85
26	11284.24	0.25	4.85
27	11284.24	0.25	4.85
28	11284.24	0.25	4.85
29	11284.24	0.25	4.85
30	11284.24	0.25	4.85



FINAL PLAT

WASHINGTON GATES PUD

COLLIERVILLE, TENNESSEE

OWNER	325 - 3085 W	RECORD DATE	28 SEPTEMBER 2007
ENGINEER	325 - 3085 W	DATE OF PLAT	28 SEPTEMBER 2007
DATE OF PLAT	28 SEPTEMBER 2007	SCALE	1" = 60 FT.
DATE OF PLAT	28 SEPTEMBER 2007	SHEET	1 OF 5

PAGE 2 OF 2

Exhibit "B" continued

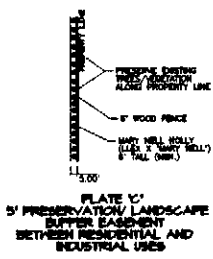


PLATE 'C'
5' PRESERVATION/LANDSCAPE
BUFFER EASEMENT
BETWEEN RESIDENTIAL AND
INDUSTRIAL USES

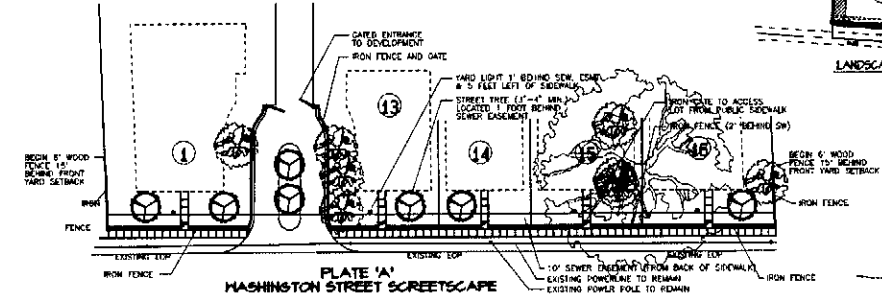
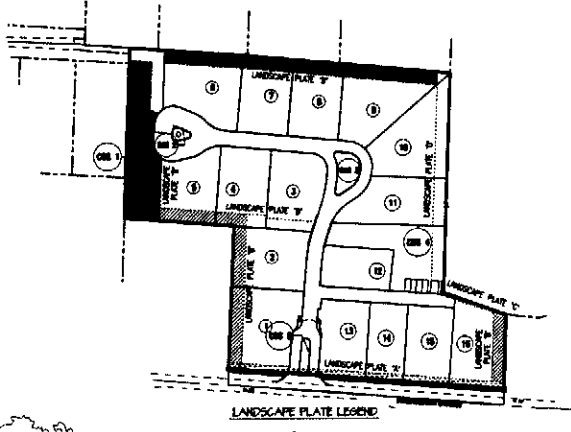


PLATE 'A'
WASHINGTON STREET STREETSCAPE

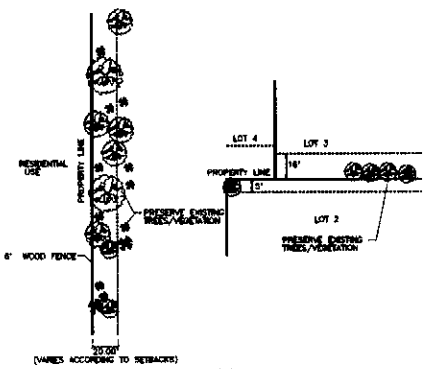


PLATE 'D'
20' PRESERVATION EASEMENT
BETWEEN RESIDENTIAL/
RESIDENTIAL AND
BETWEEN LOTS 3 & 2

NOTE: LOT 1 WILL HAVE NO FENCE ALONG THE WEST PROPERTY LINE AND WILL HAVE A NORTH LARGER THAN 20 FEET.
NOTE: THE WIDTH OF PLATE 'D' WILL VARY ACCORDING TO THE RESPECTIVE WIDTHS OF THE LOT LINE PLATE FENCE LEGS. LOT 2 WILL INCLUDE 1/2 OF THE PLATE AND LOT 2 WILL INCLUDE 1/2 OF THE PLATE.

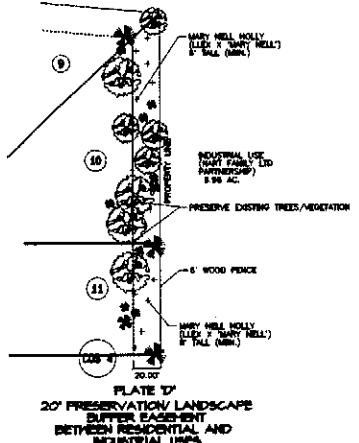
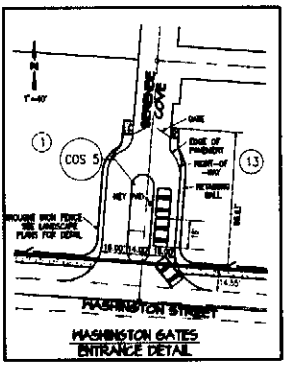


PLATE 'D'
20' PRESERVATION/LANDSCAPE
BUFFER EASEMENT
BETWEEN RESIDENTIAL AND
INDUSTRIAL USES

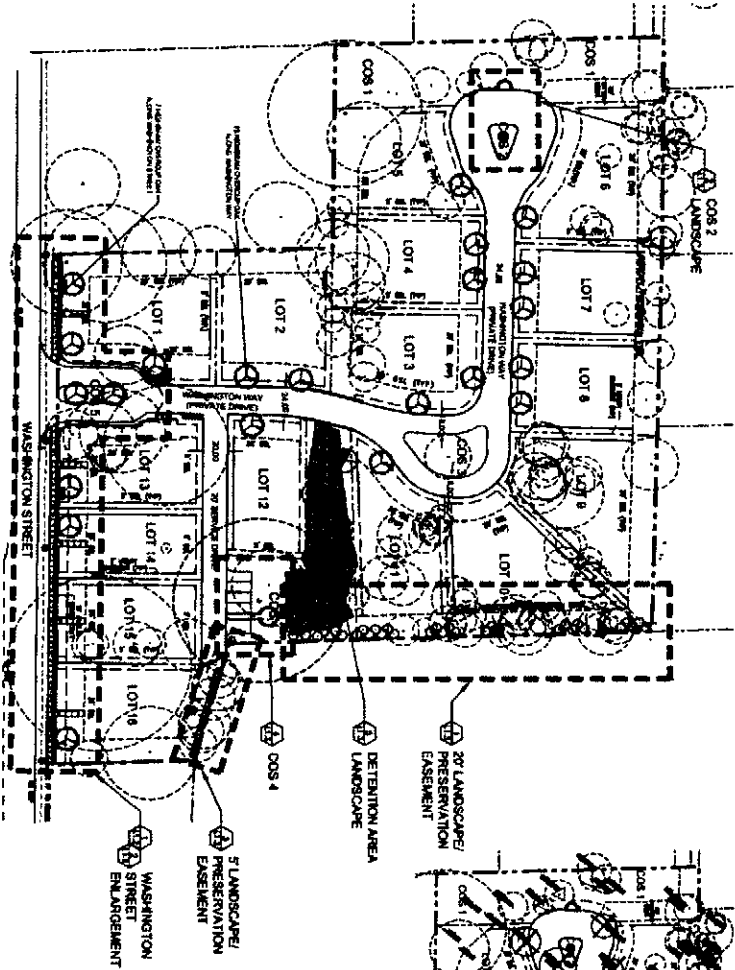


FINAL PLAT			
WASHINGTON GATES PUD			
COLLIERVILLE, TENNESSEE			
8	BY 2004 AGED	PROPOSED 2003 P-1	141 D SUBJECT (L) W/ 01 PAGES 50
1	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
2	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
3	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
4	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
5	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
6	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
7	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
8	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
9	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
10	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
11	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
12	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
13	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
14	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
15	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
16	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
17	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
18	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
19	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
20	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
21	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
22	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
23	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
24	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
25	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
26	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
27	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
28	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
29	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
30	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
31	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
32	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
33	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
34	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
35	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
36	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
37	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
38	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
39	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
40	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
41	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
42	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
43	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
44	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
45	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
46	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
47	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
48	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
49	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03
50	NOTICE TO PROCEED	DATE: 10/20/03	DATE: 10/20/03

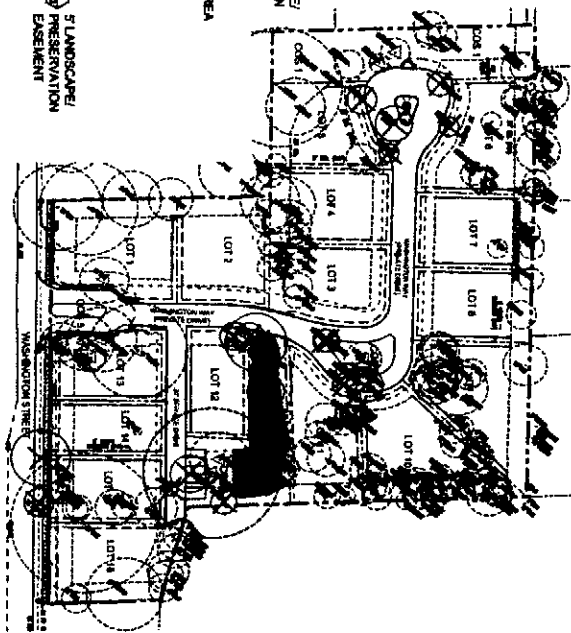


Exhibit "C" Tree Plan

1 OVERALL LANDSCAPE PLAN
SCALE 1/8"



2 EXISTING TREE PLAN
SCALE 1/8"



LEGEND

- EXISTING TREE
- TREE TO BE REMOVED
- TREE TO BE PLANTED
- TREE TO BE MAINTAINED
- TREE TO BE PRESERVED

PLAN DATA:

PROJECT: WASHINGTON GATES P.D. PHASE 2 DEVELOPMENT
 PREPARED BY: [Name]
 DATE: [Date]

PLANT	QUANTITY	LOCATION	DATE
...

PLANT	DATE	STATUS
...

WASHINGTON GATES P.D. PHASE 2 DEVELOPMENT
 NOT FOR CONSTRUCTION

NO.	DESCRIPTION	DATE
1

WASHINGTON GATES P.D. PHASE 2 DEVELOPMENT
 OVERALL SITE PLAN
 DATE: [Date]



WASHINGTON GATES P.D.
 COLLIERVILLE, TENNESSEE


NO.	DESCRIPTION	DATE
1



Tom Leatherwood

Shelby County Register

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

	
10013099	
02/10/2010 - 01:44 PM	
36 PGS	
ALLISONR 719448-10013099	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	180.00
DP FEE	2.00
REGISTER'S FEE	0.00
WALK THRU FEE	0.00
TOTAL AMOUNT	182.00
TOM LEATHERWOOD REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	