

RESTRICTIVE COVENANTS

1. All lots in this tract shall be known and described as residential lots and are not to be resubdivided into smaller lots.
2. No building or other structure shall to be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot have been approved in writing as to the conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation by joint venture or a representative duly appointed by said joint venture. In the event that said joint venture or its designated representative, fails to approve or disapprove such design and location within a period of thirty (30) days after said litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not to be required. And this covenant will to be deemed to have been fully complied with, neither the members of the joint venture, nor its designated representative, shall to be entitled to any compensation for services performed pursuant to this covenant, the powers and duties of the joint venture, and its designated representative, shall cease on or after October 1, 2013. Thereafter, the approval described in this covenant shall not to be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative of representatives, who shall thereafter exercise the same powers previously exercised by the joint venture.
3. Joint venture reserves unto itself the right to impose additional and separate restrictions at the time of sale of any lots by it in this subdivision, which said restrictions may not to be uniform but may differ as to different lots.
4. No structure shall to be erected, places, altered, or permitted to remain on any lot in this subdivision other than one single family detached dwelling of not more than two stories in height, with one private garage for not more than three (3) cars. Garage shall to be side or rear entrance only.
5. The minimum setback from street to building for the R1 large lots shall meet the requirements and approval of the building department of the Town of Collierville, Tennessee, but in no case shall to be less than forty (40) feet (50 feet from curb) and ten (10) feet side yard setback (25 feet between buildings). The small lots shall have the following setbacks:
 - Front yard: 25 feet at building line with front load garage; 15 feet on houses with side loading front garages
 - Side yard: 1 foot or 5 feet with a minimum of 6 feet between structures
 - Rear yard: 25 feet; double frontage shall to be 40 feet
6. No noxious or offensive trade or activity shall to be carried on upon any lot nor shall anything to be done thereon which may to be or become an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, equipment or trailers.
7. No trailer, basement, tent, shack, barn, or other out building erected in this tract shall at any time to be used as a residence, temporarily or permanently, nor shall any structure of a temporary character to be used as a residence.
8. There is a perpetual easement as shown on the recorded plan of the subdivision reserved for utility installation, maintenance sanitary sewer and storm drainage.
9. The minimum ground floor area of single family dwelling for the R1 large lots exclusive of one story open porches and enclosed garages, shall to be 2500 square feet for a one-story dwelling, and 1250 square feet for a one and one half or two story dwelling, provided that the sum of the upstairs and ground floor area is not less than 2500 square feet. The minimum ground floor area of single family dwelling for the small lots exclusive of one story open porches and enclosed garages, shall to be 2000 square feet for a one-story dwelling, and 1000 square feet for a one and one half or two story dwelling, provided that the sum of the upstairs and ground floor area is not less than 2000 square feet.
10. No fence shall to be erected on any corner lot nearer to the street line than the house setback line, nor on any other lot nearer to the street line than the rear house line, except that it shall to be permissible to erect a fence from the residence to the side lot line immediately in front of the rear entrance door. Chain link and/or metal fences of any kind are prohibited on any property line in this subdivision.
11. No satellite dishes or other exterior antennas shall to be installed.
12. All windows in this subdivision are to to be wood.
13. These covenants are to run with the land and shall to be binding on all parties and all persons claiming under them until October 1, 2012, at which time said covenants shall to be automatically extended for successive periods of ten (10) years each by a vote of the owners of the lots in this subdivision, who may agree to

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14. If the parties hereto, or any of them, or their heirs assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.
15. Invalidity of any of these covenants by judgement or court order shall in no wise affect any other provisions, which shall remain in full force and effect.
16. All fences, landscaping and entrance ways are maintained by the individual property owners including area outside perimeter fence on Frank Road.
17. No detached out buildings of any type shall to be erected, placed, or altered on any lot in this subdivision until building plans have been approved in writing by said developer/joint venture. Any out building shall to be constructed, after approved to the conformity and harmony with existing structure on said lot.

FINAL PLAT
CASE NUMBER: P.D. 89-361CC
OAKMONT
PLANNED DEVELOPMENT
PHASE 2, PARCEL 2
COLLIERVILLE, TENNESSEE
JULY, 1996

TOTAL AREA: 1,407,724 Sq. Ft./32.317 ACRES
FEMA PANEL NO. - 470263 0240 E / ELEV. - 307.00

DISTRICT - 2 BLOCK - 44 PARCEL - A207

DEVELOPER:

OAKMONT JOINT VENTURE
COLLIERVILLE, TENNESSEE



FISHER & ARNOLD, INC.
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
ENVIRONMENTAL CONSULTANTS

3205 PLAYERS CLUB PARKWAY
MEMPHIS, TENNESSEE 38125
901-748-1811 FAX 901-748-3115

RECORDED:

Lot # 209

116

Homeowner

Oakmont II Rules and Regulations
Promulgated By The Oakmont II Board
Under the provisions of Section 3 of the Bylaws.
February 2, 2006

August 1, 2002

The corner posts of all fences shall be brick columns unless there exist extenuating circumstances indicating otherwise. The type of and color of the brick and the appearance of the column must be approved by the Architectural Review Committee.

All wrought iron fences must remain wrought iron and/or steel and match closely the iron/steel fences existing around the commons and the periphery of the subdivision in height, construction, color and finish..

Any new or replacement side yard fence on the properties that back up to the Commons (park) must be wrought iron/steel.

March 8, 2003

The overdue date for the payment of the subdivision dues is changed to January 31 of each year. This creates an additional incentive to pay promptly. The thirty days grace period expires before the day of the annual meeting. One of the voting requirements is having one's dues paid to be eligible to vote.

April 22, 2004

A gate in any peripheral fence facing Green Oaks Street, White Street or Market Blvd. is prohibited.

January 10, 2006

If a homeowner's delinquent account must be given for collection to an attorney and/or have a lien placed on the homeowner's property an administrative fee of \$125.00 per each year of non-payment will be added to the delinquency. This administrative fee is in addition to applicable attorney's fees, costs and interest.

These rules carry the same weight and enforcement powers as the original Covenant and Bylaws. For your convenience file this page with your Covenant and Bylaws.