

Plantation Oaks Manor, Section A
Protective Covenants

- A. Building setback lines shall be left to the discretion of the developer, the Memphis and Shelby County Office of Construction Codes Enforcement and the interpretation of the Memphis and Shelby County Zoning Ordinance.
- B. The minimum Heated Floor Area of the main building exclusive of open porches, carports and garages shall be not less than 2,200 square feet for a one story and 2,400 for one and one half story.
- C. No building or fence shall be erected on any lot until the design and plot plan thereof have been approved in writing by the developer or a committee appointed by the developer; however, said approval or disapproval shall be made within ten business days after submission of plans and specifications. Approval shall include elevations, stone, brick, mortar color, siding, exterior paint color, and roof material and color.
- D. No permanent structure shall be moved onto any lot unless it shall conform to and be in harmony with similar structures in this subdivision and no structure of a temporary character such as a trailer, garage, shed or other outbuilding shall be used on any lot at any time as the residence either temporarily or permanently. No structure of any kind, including but not limited to a television antenna, radio antenna, etc. can be erected which extends more than five feet above the highest point of the roof of the house and such structures shall not be erected on the street side of a residence.
- E. No recreational vehicle, boat, or any type trailer may be parked or stored on any lot unless same is under a carport or in a garage; all passenger automobiles shall be parked either on the driveway or in the garage or carport. No tractor or trailer may be parked on any lot or in the street in front of any lot.
- F. No motor vehicle or any other vehicle, including but not limited to a boat, motor, and boat trailer, lawn mower, tractor, etc. may be stored on any lot for the purpose of repair of same; no A-frame or motor mount may be placed on any lot nor shall any disabled or inoperable vehicle be stored on any lot.
- G. No fence shall 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 be permissible to erect a fence from the residence to the side lot line immediately in front of the rear entrance door.
- H. Vegetable gardening will be allowed only to the rear of the house. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept providing that they are not bred or kept for commercial purposes.
- I. No building shall be erected on any lot wherein there shall be installed any aluminum, vinyl, or metal windows and no design shall be approved wherein a carport or any garage faces the street frontage unless a variation shall be allowed by the developer as provided in Item C.
- J. Any special landscape screens including earthen berms or enhancements, fencing, entryways, and plant material shall remain in place and may not be removed.
- K. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by two thirds of the then owners of the lots has been recorded agreeing to the change said covenants in whole or in part. The developer reserves the right to impose additional or separate restrictions that may not be uniform but may differ as to different plots, and further reserves the right to amend these restrictions without the approval of the owners of the lots within the subdivision until a majority of lots have been sold.
- L. If the parties hereto or any of them or their heirs or assigns shall violate any of the limitations and restrictions herein, it shall be lawful for any other person or persons owning any other lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such limitations or restrictions and either to prevent him or them from so doing or to recover damages for such violation. The prevailing party shall be reimbursed for any reasonable legal fees incurred.
- M. Invalidity of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- N. Medians and common open spaces in and along Walnut Grove and Plantation Oaks Drive will be maintained by Property Owners Association.

This instrument is being
re-recorded to attach the
correct Exhibit "A".

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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PAYMENT OF ANNUAL LOT ASSESSMENT

THIS DECLARATION, Made this 26 day of June,
1987, by the Owner and/or Developer, hereinafter referred to as
"Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the
County of Shelby, State of Tennessee, which is more particularly
described on Exhibit "A" attached hereto and made a part hereof;
and

WHEREAS, Declarant desires to provide for the preservation
of the values and amenities in said community and to this end
desires to subject the real estate described in Exhibit "A"
attached hereto to the covenants, restrictions, charges and liens
hereinafter set forth, each and all of which is and are for the
benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed desirable for the efficient
preservation of the values and amenities in said community, to
create an agency to which should be delegated and assigned the
powers of maintaining, administering and enforcing the covenants
and restrictions and collecting and disbursing the assessments
and charges hereinafter created; and

WHEREAS, There will be incorporated under the laws of the
State of Tennessee as a non-profit, non-stock corporation, The
Walnut Grove Forest Hill Association, Inc., for the purpose of
exercising the functions aforesaid;

NOW, THEREFORE, Declarant hereby declares that all of the
real property described above shall be held, transferred, sold,
conveyed, hypothecated or encumbered, used and occupied, subject
to the covenants, restrictions, charges and liens (hereinafter
sometimes referred to as "covenants and restrictions")
hereinafter set forth:

ARTICLE I

DEFINITIONS

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

Section 1. "Association" shall mean and refer to The Walnut Grove Forest Hill Association, Inc., a non-profit, non-stock corporation, to be incorporated under the laws of the State of Tennessee, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof and such additions thereto as may be brought within the jurisdiction of the Association.

Section 3. "Declarant" shall mean and refer to the Owners and/or Developer, its successors and assigns.

Section 4. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions and any supplementary Declaration filed hereto, as this Declaration may, from time to time, be amended in accordance with its terms.

ARTICLE II

COVENANTS AND RESTRICTIONS

Section 1. These covenants and restrictions are to run with the land and shall be binding to all parties and all persons claiming under them.

Section 2. The owner(s) of each and every lot(s) on the property described on Exhibit "A" hereby covenant(s) and agree(s), at the time of acceptance of the deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, is/are deemed to covenant and agree to pay, on or before January 1, 1988, or at the time when the single-family dwelling located thereon is substantially completed; however, in no event shall the date be extended beyond January 1, 1990, and on or before the first (1st) day of January of every consecutive year thereafter, an annual assessment, of fifty (50) dollars per lot per annum. The assessment shall have an annual percentage adjustment fixed by the Consumer Price Index and adjusted accordingly on an annual basis.

This Assessment shall be paid to The Walnut Grove Forest Hill Association, Inc. The money collected from said assessment shall provide for the preservation and maintenance of property located along Walnut Grove and Forest Hill-Irene Road and more particularly noted on the plot attached hereto as Exhibit "B". This assessment shall enable the Association to pay for the expense and maintenance of the various entrance features, planting, landscaping, irrigation and utilities located within the common area(s) and public right-of-way included within the area(s) noted in Exhibit "B", as well as any other expense the Association may deem necessary.

The failure to pay such annual assessment shall create a continuing lien against the delinquent lot(s). To evidence the lien of any unpaid and delinquent assessment, the Association, or an agent thereof, may prepare a written notice setting forth the amount of such unpaid indebtedness, the description of the lot(s) and the name of the owner(s). Such a notice shall be signed by an agent or representative of the Association, and may be recorded in the Register's Office of Shelby County, Tennessee. The lien against said property shall be subordinate only to previously recorded first mortgages. The Association shall be entitled to reimbursement of any cost of collection, including, but in no way limited to, any interest at the maximum legal rate, court costs and a reasonable attorney fee should any lot owner for any reason become delinquent on the payment of the annual assessment or a portion thereof. Any expenses or costs incurred by the Association or their assigns in the collection or foreclosure of any unpaid assessment shall be the personal obligation of the owner(s) and shall be included in the lien against said lot.

ARTICLE III

ASSIGNMENT OF RIGHTS AND DUTIES

Declarant reserves unto itself the right and power to assign all benefits, covenants and restrictions as provided for herein

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to the Association at such time as such entity is properly constituted with appropriate charter, covenants, restrictions and By-Laws.

ALBERTINE-McCRORY REALTY COMPANY

By: *Palmer Albertine*

STATE OF TENNESSEE)
COUNTY OF SHELBY)

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared *Palmer Albertine*, with whom I am personally acquainted and who, upon oath, acknowledged *him* self to be the *Vice* President of ALBERTINE-McCRORY REALTY COMPANY, the within named bargainor, a corporation, and that *he*, as such *Vice* President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by *him* self as such *Vice* President.

WITNESS my hand and Notarial Seal at office this *26* day of *June*, 1987.

Darlene A. Safford
Notary Public

My Commission Expires:

10/12/89



Prepared by and Return To:

Griffin, Clift & Burns (FAM)
Attorneys at Law
855 Ridge Lake Boulevard
Suite 102
Memphis, Tennessee 38119
(901) 767-7460

EXHIBIT "A"

Lying and situated in the State of Tennessee and County of Shelby, to-wit:

Part of Parcel II of the Boyle Investment Company Property as recorded in Book 6040, Page 153, in the Shelby County Register's Office and being more particularly described as follows:

BEGINNING at a point in the centerline of Walnut Grove Road, the northeast corner of the Audubon Park Baptist Church Property as recorded under Reg. No. U1-4728 in said Register's Office; said point being located eastwardly as measured along said centerline a distance of 753.95 feet from the centerline intersection of Sanga Road and said Walnut Grove Road; thence N 84 deg. 05 min. 10 sec. E along the centerline of Walnut Grove Road a distance of 812.61 feet to a point; thence S 05 deg. 54 min. 50 sec. E a distance of 307.00 feet to a point; thence S 28 deg. 17 min. 55 sec. E a distance of 126.42 feet to a point; thence S 08 deg. 32 min. 30 sec. W a distance of 295.0 feet to a point; thence S 28 deg. 32 min. 00 sec. W a distance of 345.00 feet to a point; thence S 21 deg. 02 min. 00 sec. W a distance of 300.00 feet to a point; thence S 05 deg. 02 min. 00 sec. W a distance of 293.46 feet to a point in the north line of the Joel H. Porter Property as recorded under Reg. No. F4-1910, in said Register's Office; thence N 89 deg. 54 min. 52 sec. W along said north line a distance of 243.96 feet to a found iron pin; thence S 01 deg. 13 min. 35 sec. W along the west line of said Porter Property a distance of 149.80 feet to a point in the north line of the Boyle Investment Company Property as recorded under Reg. No. J8-0045; thence along said north line the following courses: N 88 deg. 46 min. 25 sec. W a distance of 550.00 feet to a point; thence N 60 deg. 46 min. 25 sec. W a distance of 250.00 feet to a point; thence N 87 deg. 17 min. 14 sec. W a distance of 364.52 feet to a point; thence N 85 deg. 02 min. 34 sec. W a distance of 184.00 feet to a point in the centerline of said Sanga Road; thence N 04 deg. 57 min. 26 sec. E along said centerline a distance of 934.15 feet to a point, the southwest corner of said Audubon Park Baptist Church Property; thence N 81 deg. 41 min. 44 sec. E along said south line a distance of 918.80 feet to a found iron pin; thence N 02 deg. 02 min. 27 sec. E along said east line a distance of 419.50 feet to the point of beginning.

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AH 0589

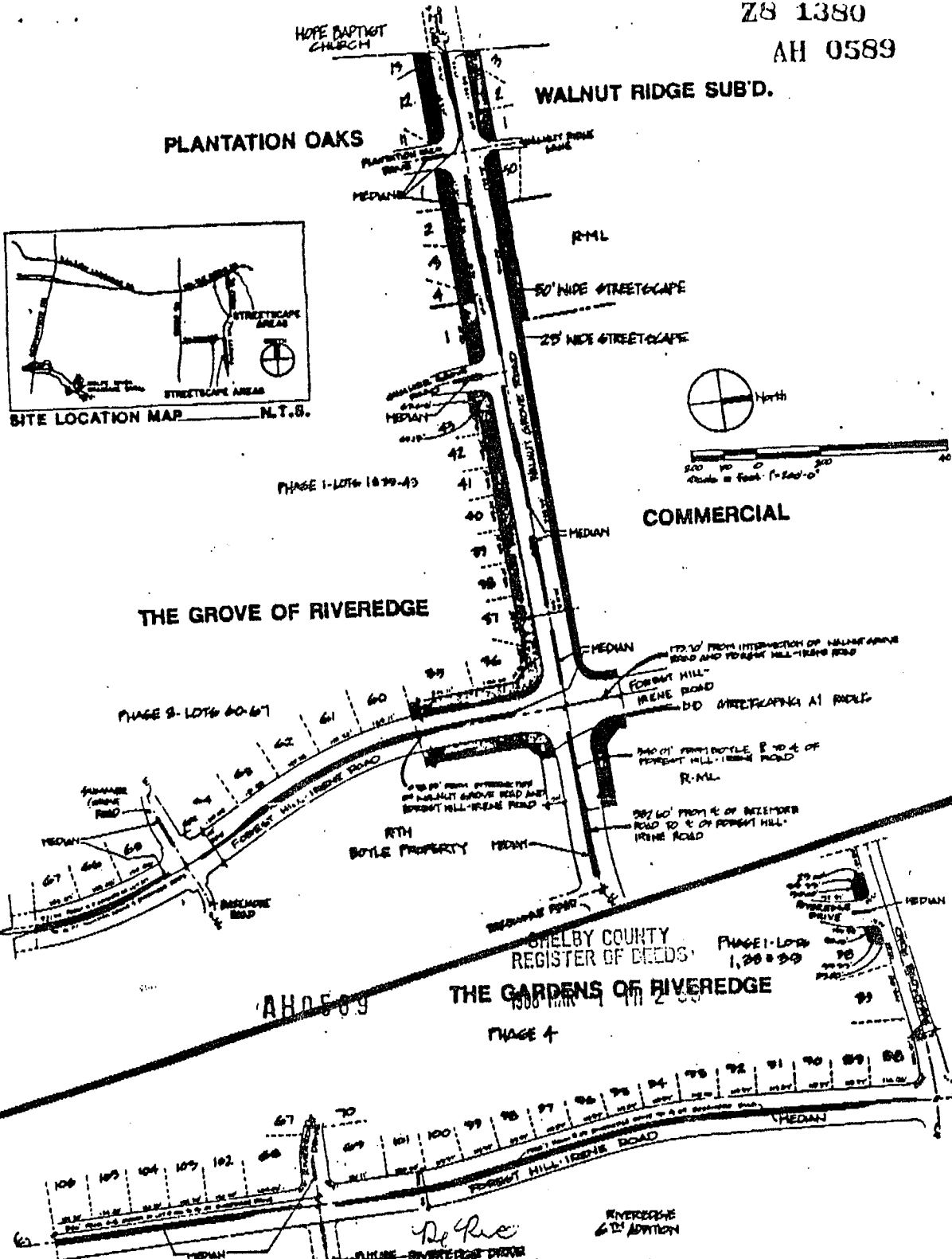
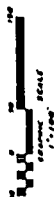


exhibit 'B'
TO WALNUT GROVE
FOREST HILL ASSOCIATION, INC.

DeRue
AH 0589
No. _____
STATE TAX _____
REGISTER'S FEE _____
RECORDING FEE _____
TOTAL 18.00
STATE OF TENNESSEE
SHELBY COUNTY
GUY B. BATES
BY *[Signature]*

Z8 1380
STATE TAX _____
REGISTER'S FEE _____
RECORDING FEE 18.00
JUL 1 9 17 AM '87
STATE OF TENNESSEE
SHELBY COUNTY
[Signature]

Legend
 Streetscape area to be maintained by Walnut Grove - Forest Hill Association, Inc.
 Grace & Associates
TOTAL P.007

[illegible]

STATE OF TEXAS

[illegible]

AT MEMPHIS, TENNESSEE, 4:10 PM
BY CURTIS W. COLEMAN 4-15-68
J. A. Kilduff
FBI - MEMPHIS

THE UNIVERSITY OF CHICAGO

[illegible]

~~SECRET - NO FORN DISSEM~~

STATE OF TEXAS

page 44. The undersigned, a bona fide citizen and one who
knows and likes Mr. HOFFA, will endeavor to identify, personally
or through William W. Steiner, III, with whom I am personally acquainted,
two of these listed names, who were known to me as associates of HOFFA
at the property, which was authorized to be used, during the foregoing

WITNESSED MY HAND AND OFFICIAL SEAL AT MY OFFICE IN SAID SENATE CHAMBER
AT WASHINGTON, D.C. THIS 12th DAY OF _____, 1960.

100

Page marked correct for the
the original copy of the

AK2823

Section "B"

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Plantation Oaks Manor Subdivision

SECRET

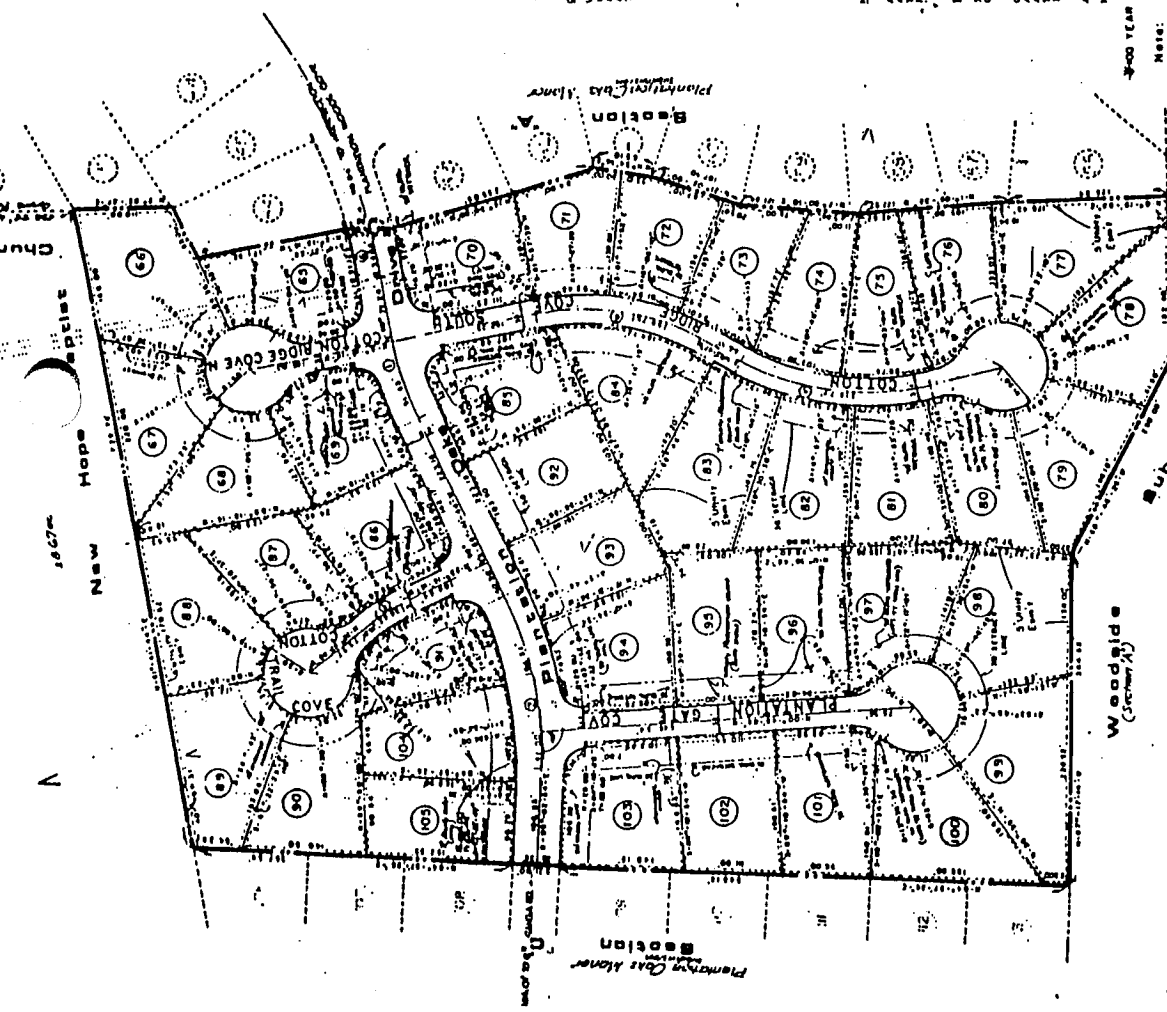
Developer: Albertine • McCrory Realty Co

Date: 9-17-06
No Logs: 41
Scale: 1"=100'
Area: 700,000 sq ft

Case # 86-2 CC

SHELBY COUNTY
REGISTER OF DEEDS

FRANK PALUMBO & ASSOCIATES

[illegible]

CHARTERED BY THE
GOVERNMENT OF THE DISTRICT OF COLUMBIA

Submitters are required to provide all the following data:

- Phylogenetic Gene Count
- Species List Count
- Species Richness Count Monthly
- Species Richness Count Quarterly

AK 2803

DATE: 12/1/2009

ADD 27 1000
005, 1000

3:44 PM

DATE: 10/10/10
PAGE: 10

INTERCOM

Other persons there shall be left to the discretion of the Board of Health, and the Board of Health shall have the right to remove from the premises any person who is found to be a danger to the community. The Board of Health shall have the right to remove from the premises any person who is found to be a danger to the community. The Board of Health shall have the right to remove from the premises any person who is found to be a danger to the community.

[illegible][illegible]

Legislation of any one of these elements or judgment of court under
shall in no way effect any of the other provisions which shall remain
in full force and effect.

[illegible]

DISCUSSION

IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND
IN ACCORDANCE WITH THE PROVISIONS OF THE PROPERT LAWS OF THE STATE OF
MISSISSIPPI, AND THAT THE SAME HAVE BEEN RECORDED IN THE
OFFICE OF THE CLERK OF THE MISSISSIPPI COUNTY COMMISSION IN
THE YEAR 1902.

RECEIVED

AK2024

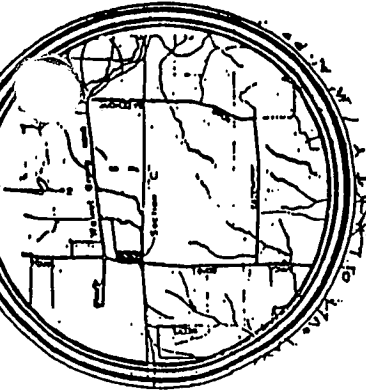
Section "C"
Final Plat
Plantation Oaks Manor Subdivision

Developer: Albertine - McGroarty Realty Co.
Scale: 1"=100'
Date: 9-23-86
N9 Lots: 8
Area: 3.1086 Ac.
Case # 86-2CC



Frank Palumbo & Associates
1110 West 10th Street, Suite 100, Memphis, Tennessee 38107

AK 2024
NAT 100/21 APR 20
RECORDS 15500
DATE APR 27 1986
TIME 3:45 PM
BY S. J. HARRIS
SHELBY COUNTY REGISTER OF DEEDS



DEED OF GIFT
TO HAVE AND TO HOLD
THE UNDERSIGNED
TO THE UNDERSIGNED
IN WITNESS WHEREOF
AT MEMPHIS, TENNESSEE
ON APRIL 27, 1986
I, Frank Palumbo
Husband of Patricia K. Palumbo
Do hereby certify that this is a true and correct copy of the original of the above described instrument as the same appears in the records of the County of Shelby, Tennessee.

DATE: 4-27-86
BY: Frank Palumbo

Subscribers are required along with the plat.

1. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
2. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
3. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
4. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
5. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
6. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
7. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
8. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
9. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.
10. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.

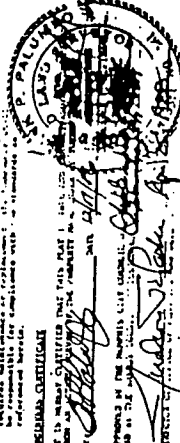
11. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.

12. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.

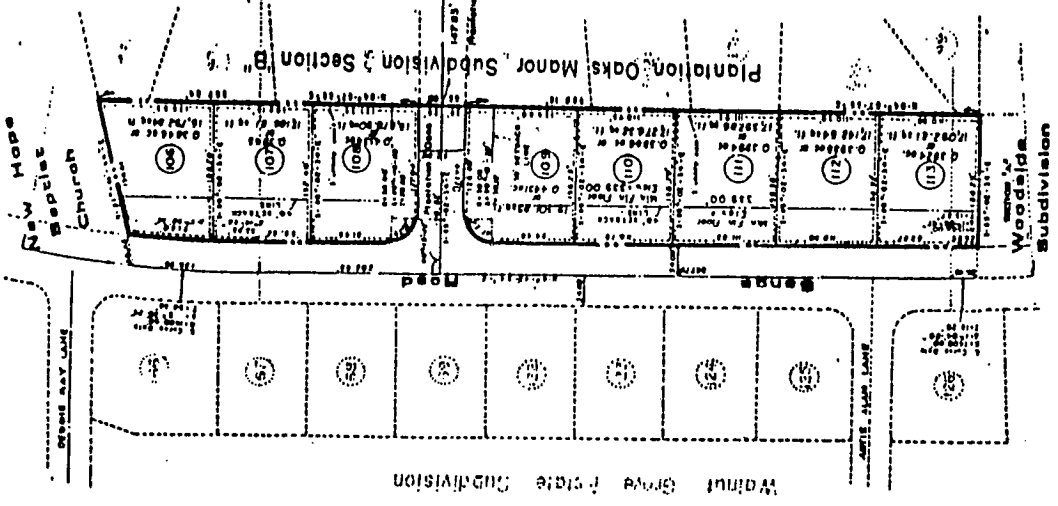
13. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.

14. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.

15. The building or buildings shown on this plat shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee, and shall be constructed in accordance with the specifications of the County of Shelby, Tennessee, and the City of Memphis, Tennessee.



Subscribers are required along with the plat.



Plantation Oaks Manor Subdivision
Section "C"
Final Plat
Scale: 1"=100'
Date: 9-23-86
N9 Lots: 8
Area: 3.1086 Ac.
Case # 86-2CC



Shelby County Tennessee

Willie F. Brooks Jr

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.



24001294

01/05/2024 - 09:03:48 AM

179 PGS	
YASMINE 2656513 - 24001294	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	895.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	897.00

WILLIE F. BROOKS JR
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

THIS INSTRUMENT PREPARED BY AND RETURN TO:
M. Wayne Mink, Jr.,
DINKELSPIEL, RASMUSSEN & MINK, PLLC
1669 Kirby Parkway, Suite 106
Memphis, TN 38120
DRM File No.: 231285.0000

FIRST AMENDMENT TO PROTECTIVE COVENANTS (PLANTATION OAKS)

FIRST AMENDMENT TO PROTECTIVE COVENANTS (PLANTATION OAKS) (this "Amendment") is made as of this 1th day of December, 2023, by the undersigned owners of lots in the **PLANTATION OAKS**, for that certain residential development situated in Shelby County, Tennessee, more commonly known as **PLANTATION OAKS** ("Plantation Oaks"), and **THE WALNUT GROVE FOREST HILL ASSOCIATION, INC.**, a Tennessee non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Plantation Oaks is a residential subdivision situated in Shelby County, Tennessee, and is more particularly shown and depicted on those certain plats recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office") in: (i) Plat Book 115, Page 4 (Section A – comprised of 64 Lots) (the "Section A Plat"); (ii) Plat Book 126, Page 76 (Section B – comprised of 41 Lots) (the "Section B Plat"); and (iii) Plat Book 121, Page 20 (Section C – comprised of 8 Lots) (the "Section C Plat"); (the Section A Plat, the Section B Plat, and the Section C Plat, collectively, being the "Plats"); and

WHEREAS, the Plantation Oaks are encumbered by and subject to those certain Protective Covenants (collectively, the "CCRs") which are contained and shown on the Plats; and

WHEREAS, while the CCRs separately apply to each of the Sections of Plantation Oaks, the covenants, conditions, and restrictions contained in the various CCRs applicable to Plantation Oaks are the same; and

WHEREAS, Section K of the CCRs provides that they may be amended by a written instrument signed by two-thirds (2/3rds) of the Lot Owners in such Section; and

WHEREAS, since the CCRs must be amended by Section, it is possible that this Amendment may not apply to certain Section in Plantation Oaks; and

WHEREAS, as of the recordation of this Amendment, restrictions on long-term leasing in CCRs shall be governed by the provisions of Tenn. Code § 66-27-701, *et seq.* (the "Act"); and

WHEREAS, the terms and provisions of this Amendment comply with the Act; and

WHEREAS, the Association joins in this Amendment to evidence its consent to the provisions applicable to it; and

WHEREAS, a meeting of the Lot Owners of Plantation Oaks has been held, or this Amendment has been approved by such Lot Owners in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved by Lot Owners holding not less than two-thirds (2/3rds) of the total Lot Owners in the separate Sections of Plantation Oaks with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"** (which attachments are separately divided by Section, with only the Sections adopting this Amendment attached to **EXHIBIT "A"**), as acknowledged and confirmed by the signatures of the President and Secretary of the Association below.

NOW, THEREFORE, the CCRs are hereby amended as follows:

1. **RECITALS:** The foregoing recitals are true and accurate.
2. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the CCRs.
3. **PROHIBITION AGAINST LEASING:** The CCRs are hereby amended to add the following Section O:

SECTION O
PROHIBITION AGAINST LEASING

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Lot at Plantation Oaks after the date of recordation of this Amendment is prohibited from leasing, or entering into a lease-purchase or similar contract for, that Lot or any portion thereof. It shall be a violation of this Section subject to written waiver by the Board of Directors of the Association, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of this Section, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives on any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Section if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides on such Lot. A person who "temporarily resides" on the Lot without violating this Section is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of six weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors of the Association which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Section upon such conditions and under such circumstances as the Board of Directors of the Association, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Section.

(iii) It is the express intent of this Section that the prohibition against leasing shall apply only to persons who obtain title to their Lot subsequent to the date of recordation of this Amendment. Lot Owners who acquired title to their Lot prior to the date of recordation of this Amendment or who are otherwise exempted from the prohibitions of this Amendment shall be permitted to lease such Lot acquired prior to the date of recordation of this Amendment except as expressly provided in Section O(vi) below.

(iv) Further, the prohibition contained herein shall not apply to institutional holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure (the provisions of this prohibition against leasing shall apply to the holders of a mortgage or deed of trust, involved in seller financing or a similar transaction, who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure). The prohibition against leasing herein contained shall also not apply to: a) individual persons who

acquire title to a Lot by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Amendment in the Register's Office of Shelby County, Tennessee; b) to any person who is an Owner on the date of recordation of this Amendment and who conveys their Lot to a living trust the beneficiaries of which are the Owners or their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by *inter vivos* conveyance from an Owner who is an Owner on the date of recordation of this Amendment. In the event of any inconsistencies or contradictory language between this Section and any other provisions of the Protective Sections, then the provisions of this Section shall control.

(v) If a Lot is owned by a limited liability entity (the "Limited Liability Entity") including, but not limited to, a corporation, whether for profit or not for profit, a limited liability company, limited liability partnership, professional corporation or professional limited liability company, it shall be a violation of this Section, subject to written waiver by the Board of Directors of the Association, if the Lot is not occupied on a permanent basis by one of the following: an officer, director, shareholder, member or partner of such Limited Liability Entity.

(vi) The foregoing notwithstanding, all Lot Owners, including those who took title prior to the recordation of this Amendment, are prohibited from leasing all or any portion of their Lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under arrangements such as a home exchange or time share, and also under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Section O(vi), any Lot Owner may apply for a waiver under Section O(ii) to the Temporary Leasing Prohibition of this Section O(vi).

(vii) In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees (including appellate attorneys' fees) incurred by the Association and all costs and expenses of whatever type, kind, or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial or judicial action. Further, in the event the Association is required to defend any actions taken by it or initiated against the Association, to interpret, enforce, or otherwise address, the terms and provisions of this Article, the Association shall be entitled to recover the costs of the proceeding and its attorneys' fees (including appellate attorneys' fees).

4. MAINTENANCE OF LOT: The CCRs are hereby amended to add the following Section

P:

In the event an Owner of any Lot shall fail to maintain the premises and the improvements situated on their respective Lot in a manner compatible with the other Lots and improvements in Plantation Oaks, as reasonably determined by the Board of Directors of the Association in its sole discretion, then the Association, after approval by a vote of the Board of Directors, shall have the right to notify said Lot Owner of the deficiency existing in writing and upon failure to correct said deficiency within a reasonable period of time, may take such legal action as the Board may deem appropriate, to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject as provided by this Declaration.

5. FULL FORCE AND EFFECT: Except as modified herein, all other terms and provisions of the CCRs shall remain in full force and effect as if this Amendment had been incorporated in the CCRs as originally executed.

6. CONFLICT: In the event of any conflict between the terms and provisions of this Amendment and the CCRs, the terms and provisions of this Amendment shall control.

7. **CERTIFICATION OF MAILING:** By executing this Amendment, the President and Secretary of the Association acknowledge and certify that, in accordance with the Bylaws of the Association, all members of the Association were mailed notice of this Amendment prior to any vote being held on this Amendment in accordance with the Act.

IN WITNESS WHEREOF, a meeting of the Lot Owners of Plantation Oaks has been held, or this Amendment has been approved by such Lot Owners in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved by Lot Owners holding not less than two-thirds (2/3^{rds}) of the total Lot Owners in the separate Sections of Plantation Oaks with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"** (which attachments are separately divided by Section, with only the Sections adopting this Amendment attached to **EXHIBIT "A"**), as acknowledged and confirmed by the signatures of the President and Secretary of the Association below..

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

THE ASSOCIATION:

THE WALNUT GROVE FOREST HILL
ASSOCIATION, INC.,

a Tennessee non-profit corporation

By: 

Name: Michael Hooker

Title: President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Michael Hooker, President of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, 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 President of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 7th day of November, 2023.




NOTARY PUBLIC

My Commission Expires: _____

By: 

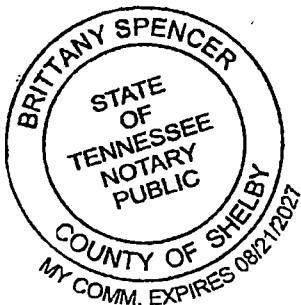
Name: Darryl Woodson

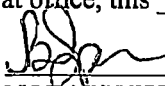
Title: Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Darryl Woodson, Secretary of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Secretary of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 28th day of November, 2023.




NOTARY PUBLIC

My Commission Expires: 08/21/2027