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This Instrument Prepared By and Return To:
Black Bobango & Morgan
530 Oak Court Drive, Suite 345
Memphis, TN 38119

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GEMSTONES COMMUNITY HOMEOWNERS' ASSOCIATION, INC.

THIS DECLARATION (the "Declaration") is made, published and declared as of this 21st day of August, 1998, by Delta Diamond Land Development, L.L.C., a Tennessee limited liability company (the "Declarant" or Developer"), and 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 Shelby County, Tennessee, which property is more particularly described by metes and bounds in Collective Exhibit A attached hereto (the "Property"); and

WHEREAS, the Developer has caused to be prepared a plan for the development of the Property, to be known as "Gemstones Community" into residential lots, together with certain common areas for the use, benefit and enjoyment of the owners of the lots in common with each other (the form of which plan is attached hereto as part of Collective Exhibit A); and

WHEREAS, the Developer has caused a plat of Phase I of the Diamond Estates Subdivision within Gemstones Community to be filed in Plat Book 71, Page 52, in the Register's Office of Shelby County, Tennessee ("Plat"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Owners of the Lots (both as 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 covenant running with the land;

NOW, THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described in Collective 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 herein and in the Plat, as such Plat will be amended from time to time as the Developer further subdivides the Property to create more Lots within the Gemstones Community subdivision), 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, its successors and assigns, and any person or legal entity

THIS INSTRUMENT IS BEING RERECORDED TO ADD EXHIBIT B

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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.
DEFINITIONS

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

Section 1. "Association" shall mean and refer to Gemstones Community Homeowners' Association, Inc., a nonprofit, non-stock corporation incorporated under the laws of the State of Tennessee, its successors and assigns. The Association's Charter and Bylaws are attached hereto as Exhibits C and D, respectively, and made a part hereof.

Section 2. "Common Area" shall mean all real property and improvements thereon owned by the Association for the common use and enjoyment of the Members of the Association. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is to include the areas denoted as Common Area on the Plat attached hereto as Exhibit B, as the Plat is amended from time to time.

Section 3. "Declarant" shall mean Delta Diamond Land Development, L.L.C. with a mailing address of Post Office Box 30755, Memphis, Tennessee 38130, its successors and assigns. "Declarant" shall be synonymous with "Developer" for purposes of this Declaration.

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.

Section 5. "Improvements" shall mean the structures, walls, pavement, plantings and other additions built or placed on the Lots. It is intended that the Improvements reasonably meant for the Owner of a particular Lot will lie entirely within said Lot. In the event that, by reason of construction, settlement, reconstruction or shifting of the Improvements, any minor part of the Improvements reasonably intended for a particular Lot lie outside that Lot, an easement of use shall apply thereto in favor of the Lot to be benefitted.

Section 6. "Lot" shall mean and refer to the plots of land designated with Numbers 1 through 485, inclusive as shown on the Plat attached hereto as Exhibit B, as the Plat is amended from time to time. 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 undivided pro rata interest in the Common Area owned by the Association.

Section 7. "Member" shall mean and refer to every person who holds membership in the Association.

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Section 8. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation; provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

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

Section 10. "Property" or "Properties" or "Subdivision" shall mean that real property described in Collective Exhibit A attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**ARTICLE II.
PROPERTY**

Section 1. Property Subject to Declaration. That certain real property defined as the Property herein which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration located in Shelby County, Tennessee, and which is more particularly described in Collective Exhibit A attached hereto and made a part hereof.

Section 2. Sewers and Drainage. The sewers and drainage within the Subdivision which are built but not yet operational are, and shall remain, public sewers and drainage, and have been or will be dedicated to the City of Memphis or the appropriate governmental body.

**ARTICLE III.
THE ASSOCIATION**

Section 1. Members. Every Person, as defined, who is a record Owner of a fee or undivided fee interest of any Lot within the Property shall be a Member of the Association, as defined, provided, however, that anyone who holds such interest solely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Subdivision. 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 Developer, which shall be initially entitled to three (3) votes for each Lot owned by it. After the expiration of four (4) years from the date of the conveyance of the first Lot from Developer to a purchaser, Developer shall only be entitled to one (1) vote for each Lot still owned by it. Where two or more persons own a Lot, the vote allocated to that Lot shall be cast by the one authorized by such two or more Owners, and in the event of failure of such authorization, one (1) vote shall be recorded for the Lot. Where only one (1) of two (2) or more Owners of a Lot is present in person at a meeting,

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such one shall be presumed to be authorized by all Owners of said Lot and shall be entitled to cast the vote with respect for that Lot, such person or group shall be entitled to cast one (1) vote for each Lot owned.

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 the cast a vote on any question or matter affecting the administration of the Association.

Section 4. 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 (51%) percent majority of the total votes cast, in person or by proxy (provided a quorum exists), shall decide any questions 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 such 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 questions, 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 more than sixty (60) days delinquent in any payment due the Association.

Section 5. Proxies. A Member may appoint any other Member or the Developer or any other person permitted by law or by the Bylaws as his proxy. In no case may any Member (except the Developer) 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 the Association's Bylaws.

Section 6. 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.

ARTICLE IV. PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- (a) The right of the Association to suspend any enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed

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thirty (30) days for any infraction of its published rules and regulations;

- (b) The right of the Association to provide for and establish easements and right-of-ways on all streets, and to regulate parking, and motorized and non-motorized vehicular traffic within the Subdivision.
- (c) The right of the Association, in accordance with its Charter and Bylaws, to borrow money for the purposes of improving the Common Area which the Association is to maintain;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, transfer or mortgage shall be effective unless an instrument signed by Members entitled to at least two-thirds (2/3) of the votes hereof has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of such dedication or transfer.
- (e) No conveyance or encumbrance of the Common Area shall prevent any Lot Owner from using the Common Area for ingress and egress to his Lot.

Section 2. Additional Building. No additional buildings for permanent occupancy shall be constructed on the Common Area. This shall not prohibit the easements described above.

ARTICLE V.
MAINTENANCE AND REPAIR

Section 1. Association Responsibilities. The Association shall provide and pay for all maintenance and expenses for the Common Area; the construction and maintenance of the subdivision monuments and fence; and the landscaping of the Common Area. The Association may also contract for the maintenance of the individual yards on each Lot in the Subdivision, if any, shall also be paid for by the Association.

Section 2. Individual Lot Owners.

- (a) Interior Maintenance. Each Owner of a Lot shall be responsible for all interior maintenance, painting, repairs and upkeep on his Lot and the improvements thereon.
- (b) Exterior Maintenance. As shown on Collective Exhibit A attached hereto, it is the intent of the Developer that there shall be four hundred eighty-five (485) residential Lots within the Subdivision. In order to retain the appearance of the development, no exterior maintenance, repairs or replacements which substantially alter the exterior

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appearance of a Lot shall be commenced for the improvement of an individual Lot unless permission is obtained from the Architectural Control Committee, as hereinafter defined.

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, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, or restore the Lot and the exterior of the building and any 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.

ARTICLE VI. 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; 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 interest thereon and costs of collection thereof as are hereinafter provided, 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 shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (hereinafter sometimes referred to as "assessment" or "carrying charges") equal to the Member's proportionate (1/485th) 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; and
- (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 required to pay, if any; and
- (c) The cost of extended liability insurance and the cost of such other insurance as the Association may effect; and
- (d) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve for replacements; and

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- (e) The estimated cost of repairs, maintenance and replacements of the guard house, fence and landscaping in the Common Areas and any other item the Association may be responsible for; and
- (f) The cost of yard maintenance should the Association elect to contract for every Lot.

Except as provided in Section 11 of this Article VI, 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. 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 assessment on a specific Lot has been paid.

Section 3. Special Assessments. In addition to the regular assessment 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 sent to all Members at least (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 vent of any emergency situation, condition, or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount 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 Assessment. Any assessment levied pursuant to this Declaration, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon 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

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levied 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 ninety (90) days after it is due, may, upon resolution of the Board of Directors, bear interest at a rate not to exceed the highest rate allowed under the laws of the State of Tennessee, any may, by resolution of the Board of Directors, subject the Member obligated to pay the same to the payment of such penalty or "late charge" as the said Board may fix. The Association may bring an action at law 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 attorney's fees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

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 allows. 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 assessment 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 sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of 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 mortgage 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, and 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 its lien by whatever means available, including the power of sale granted herein or filing suite 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

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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 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, judgements or charges of whatever nature, except as follows:

- (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 liens were current as of the date of recordation of said deed of trust, 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 provisions 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 the Subdivision may provide that any default by the mortgagor in the payment of any assessment levied

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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. Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 11. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots upon written notification by Declarant or its agent. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Until December 31, 1999, the maximum assessment shall be \$25.00 per Lot per month. After December 31, 1999, the assessment shall be fixed by the Board of Directors as set out in Section 2 of this Article VI.

**ARTICLE VII.
ARCHITECTURAL CONTROL**

Section 1. Architectural Control Committee. An "Architectural Control Committee" is hereby established. The initial committee shall consist of five (5) persons appointed by Declarant. These five individuals shall serve for a period of two (2) years, or until they resign from the Committee by written notice to the Board of Directors of the Association. Upon the expiration of two (2) years from the date hereof, or the earlier resignation of the appointees, the Board of Directors of the Association shall then appoint the Architectural Control Committee, which shall be composed of five (5) or more individual Lot Owners. The affirmative vote of a majority of the membership of the Architectural Control Committee shall be required to adopt or promulgate any rule or regulation, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

Section 2. Approval Necessary, Rules of Committee and Remedies for Violation. With the exception of Developer, no structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Subdivision, nor shall any existing structure, fence or barrier upon any Lots be altered in any way which substantially changes the exterior appearance (which includes but is not limited to changes in paint color and reroofing) thereof, nor shall there be any changes in landscaping, without the written consent 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.

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,

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without limitation the exterior lighting and planting any 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's discretion as to any such matter, but no change of policy shall affect the finality of any Lot of any plans or specifications previously submitted to and approved by the Architectural Control Committee but such approval shall not be deemed a waiver by 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 and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot in question.

In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications 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 use commenced on any Lot, otherwise than 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 any such structure, fence or barrier so altered, erected, placed or maintain upon any Lot in violation hereof shall be removed or realtered, 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, the Association by its officers or directors 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 the costs thereof 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 in accordance with the plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee 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

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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.

Any agent of Developer or of 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 structure 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 acts by reason of such entry or inspection.

The Association or any Owner of any Lot contained within the Subdivision 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 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 Committee come from a Committee member, the other members of the Committee shall select a disinterested Lot Owner to take the place of the Committee member making the request.

ARTICLE VIII
RESTRICTIVE COVENANTS

Section 1. Residential Use. The Lots shall not be used except for private residential purposes.

Section 2. Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the homes within the Subdivision 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) The Property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto the Property, and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of the Property at any time as a residence, either temporarily or permanently.
- (b) Each Lot shall be conveyed as a separately designated and legally described freehold

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estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat attached hereto as Exhibit B, as the Plat is amended from time to time.

- (c) 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.
- (d) No advertising signs (except one (1) of not more than six (6) square feet "for rent" or "for sale" sign per Lot), 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 purposes which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or any portion for said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboard or the construction and maintenance of buildings, if any, of Declarant, its agents, assigns and during the development and sales period of Lots in the Subdivision.
- (e) All equipment, 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 the private drives and street. All rubbish, trash or garbage, shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (f) Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antennas of any sort shall be placed, allowed, or maintained upon any portion of the Improvements located upon the Property nor upon any structure situated upon the Property other than aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.
- (g) No action shall at any time be taken by the Association or its Board of Directors which any manner would discriminate against any Owner of Owners in favor of the other Owners.
- (h) No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, pick-up trucks, or similar type items shall be kept other than in the garage or otherwise screened from the view of neighbors or the streets.
- (i) Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and debris and plants which die shall be promptly removed from such Lots. Developer, at its option and its discretion, may mow and have dead trees and debris removed from such Lots and the Owner of such

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Lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

- (j) No Owner or Owners shall allow garage doors to remain open for more than a reasonable time for vehicles entering or exiting to the garage and or reasonable periods for yard and residence maintenance.
- (k) No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within the Subdivision.
- (l) 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 street or between the curb and property lines.
- (m) There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the Bylaws authorized to adopt such rules.

ARTICLE IX.
COMMON EASEMENTS

Section 1. Easement of Encroachment. The security wall shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to unintentional placement or settling or shifting of Improvements constructed within common space or within easement areas or altered thereon.

Section 2. Easement for Utilities, Etc. Developer thereby reserves for itself and its designees (including without limitation, the City of Memphis, County of Shelby or any utility) blanket easements upon, across, over and under all of the Common Area and to the extent shown on any plat over the Lots for ingress, egress, installation, replacing, repairing and maintaining cable television systems, master television antenna systems, security, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the board shall, upon written request, grant such easements as may be reasonably necessary for the development of the Property described on, Collective Exhibit A.

The Lots inclusive, are further subject to an easement to allow the Declarant and/or the Association ingress and egress over said Lots to construct, maintain, repair or replace the fences or landscaping improvements to be built on these Lots.

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ARTICLE X.
INSURANCE AND CASUALTY LOSSES

Section I. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area. The Board shall also obtain a public liability policy covering the Common Area, 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 (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, and a Thirty Thousand (\$30,000.00) Dollar minimum property damage limit.

Premiums for all insurance on the Common Area 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 and other improvements for which the Association is responsible shall be included as an Assessment as defined in Article VI.

The Association's Board of Directors shall make every reasonable effort to secure insurance policies that will provide for the following:

- (i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;
- (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;
- (iii) That no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;
- (iv) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and
- (v) That no policy may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association.

In addition to the other insurance required by this Section, the Board shall obtain, as a common

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expenses, 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 judgement, 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, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, 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 building (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 VI, 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.

The individual Owners shall furnish a certificate of insurance to the Association or its manager.

ARTICLE XII MORTGAGEE'S RIGHTS

Upon request, the Association shall make available to any Lot Owner and Lender, and to any holder, insurer, or guarantor of any first mortgage, current copies of this Declaration, the Bylaws, and other rules concerning the affairs and management of the Association, and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours.

Upon request, the Association shall furnish to any holder of a first mortgage a financial statement for the Association's immediately preceding fiscal year.

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

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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 ninety (90) day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which its holds the mortgage;
- (c) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association;
- (d) any proposed act that required the consent of a specified percentage of mortgage holders.

The consent of at least sixty-seven (67%) percent of the votes and the consent of the Declarant, as long as it owns any land subject to this Declaration, and the approval of the eligible holders of first mortgages on Lots to which at least sixty-seven (67%) percent of the votes subject to a mortgage appertain, shall be required to terminate the Association.

The consent of at least sixty-seven (67%) percent of the votes and of the Declarant, as long as it owns any land subject to this Declaration, and the approval of eligible holders of first mortgages on individual Lots to which at least fifty-one (51%) percent of the votes subject to a mortgage appertain, shall be required to materially amend any provisions of the Declaration, Bylaws, or Charter of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following:

- (i) voting;
- (ii) assessments, assessment liens, not including a subordination of said lien;
- (iii) reserves for maintenance, repairs, and replacement of the Common Area;
- (iv) insurance or fidelity bond;
- (v) rights to use of Common Area;
- (vi) responsibility for maintenance and repair of the Property;
- (vii) boundaries of any residential Lot;
- (viii) imposition of any right of refusal or similar restrictions of the right of any Owner to

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sell, transfer or otherwise convey his Lot;

- (ix) any provisions included in the Declaration, Bylaws, and Charter of Incorporation which are for the express benefit of the holders, guarantors, or insurers of first mortgages on residential units, which provisions do not set out a required number of votes to amend the particular provision.

ARTICLE XIII
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, 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 herein, this Declaration may be amended by an instrument signed by Owners holding not less than sixty-seven (67%) percent of the votes of the membership at any time. Any amendment must be properly recorded to be effective. During the first three (3) 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 THREE (3) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION TO SATISFY THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER OR FOR ANY REASON THAT THE DECLARANT DEEMS ADVISABLE FOR THE ORDERLY DEVELOPMENT OF THE SUBDIVISION.

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, postage paid, to the past 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 restrictions, 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 expense of enforcement 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, collective in the same manner as

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assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgement 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.

Section 7. Rules and Regulations. The Association shall have the right, from time to time, to adopt rules and regulations (the "Rules") governing, among other things, the conduct of the Members, maintenance of the Improvements, and the like. The Members, their licensees, and visitors will at all times observe faithfully, and comply strictly with, the Rules. The Association may, from time to time, reasonably amend, delete, or modify the then existing Rules or adopt reasonable new rules and regulations for, among other things, the use, safety, cleanliness, and care of the Common Areas, the Lots and the Improvements. In the event of any breach of any of the Rules, the Association will have all remedies that this Declaration provides for default by a Member, and will in addition have any remedies available at law or in equity, including the right to enjoin any breach of the Rules. In the event of any conflict between the provisions of this Declaration and the Rules and regulations, the provisions of this Declaration shall govern.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, hereby executes this Declaration as of the day and year first above written.

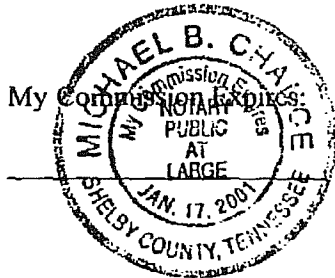
DELTA DIAMOND LAND DEVELOPMENT,
L.L.C.

By: David Walker
Its: Chief Manager

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared David Walker, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of Delta Diamond Land Development, L.L.C., a Tennessee limited liability company, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing the name of the bank by himself as such officer.

Michael B. Chan
Notary Public



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JOINDER OF MORTGAGEE

First Tennessee Bank National Association, herein called the mortgagee, the holder of a deed of trust on the Property joins in subordinating the lien of its deed of trust to the said Declaration. Said deed of trust remains prior to any liens created by said Declaration.

FIRST TENNESSEE BANK NATIONAL
ASSOCIATION

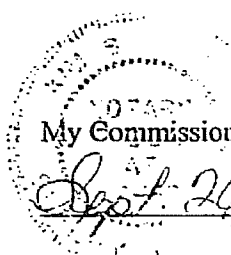
By: _____

Title: _____

[Handwritten Signature]
[Handwritten Title: Vice President]

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a Notary Public, in and for said State and County, duly commissioned and qualified, personally appeared *Jeffrey V. Cox*, with whom I am personally acquainted, and who, upon oath, acknowledged *himself* to be the *Vice President* of First Tennessee Bank National Association, a national banking association, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by subscribing the name of the bank by himself as such officer.



[Handwritten Signature]
Notary Public

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(The Property)

BEING A 172.112 ACRE PORTION OF THE DELTA DIAMOND LAND DEVELOPMENT, L.L.C., A TENNESSEE LIMITED LIABILITY COMPANY, PROPERTY AS SHOWN IN THE RECORDS OF THE SHELBY COUNTY, TENNESSEE REGISTER'S OFFICE IN INSTRUMENT NUMBER FD-5301 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NAIL IN THE INTERSECTION OF THE CENTERLINE OF WEAVER ROAD WITH THE CENTERLINE OF HOLMES ROAD; THENCE ALONG THE CENTERLINE OF HOLMES ROAD THE FOLLOWING COURSES:

S 89°57'06" E, 375.01 FEET TO A NAIL; S 89°24'32" E, 889.66 FEET TO A NAIL; N 89°52'41" E, 536.17 FEET TO A NAIL; S 89°40'22" E, 871.72 FEET TO A NAIL; S 89°58'00" E, 907.07 FEET TO A NAIL; N 89°22'54" E, 401.74 FEET TO A NAIL; N 88°27'12" E, 558.00 FEET TO A NAIL; THENCE N 88°46'44" E, 137.86 FEET TO A POINT IN THE WEST LINE OF A 30 FOOT WIDE M.L.G.&W. GAS EASEMENT (BK.3892, PG. 531); THENCE ALONG SAID WEST LINE S 44°44'58" W, 1,819.93 FEET TO AN ANGLE POINT IN SAID WEST LINE; THENCE CONTINUING ALONG SAID WEST OF GAS EASEMENT S 47°39'58" W, 1,254.82 FEET TO A POINT IN THE NORTH LINE OF THE CITY OF MEMPHIS PROPERTY AS SHOWN IN INSTRUMENT NUMBER F4-6798; THENCE ALONG SAID NORTH LINE S 89°35'18" W, 2,454.28 FEET TO A NAIL IN THE CENTERLINE OF WEAVER ROAD; THENCE ALONG SAID CENTERLINE OF WEAVER ROAD N 00°11'23" W, 254.50 FEET TO A NAIL, SAID POINT BEING IN THE SOUTH LINE OF THE CITY OF MEMPHIS PROPERTY AS SHOWN IN BOOK 3795, PAGE 427; THENCE ALONG SAID SOUTH LINE N 89°48'37" E, 318.48 FEET TO A FOUND IRON PIN IN THE EAST LINE OF SAID PROPERTY; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF THE TEXAS GAS PROPERTY AS SHOWN IN BOOK 3795, PAGE 428, N 00°11'23" W, 400.00 FEET TO AN IRON PIN IN THE NORTH LINE OF SAID TEXAS GAS PROPERTY; THENCE ALONG SAID NORTH PROPERTY LINE S 89°48'37" W, 318.48 FEET TO A NAIL IN THE CENTERLINE OF WEAVER ROAD; THENCE ALONG SAID CENTERLINE N 0°30'21" W, 996.54 FEET TO A NAIL; THENCE CONTINUING ALONG SAID CENTERLINE OF WEAVER ROAD N 00°19'58" W, 495.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 172.112 ACRES.

COLLECTIVE EXHIBIT A

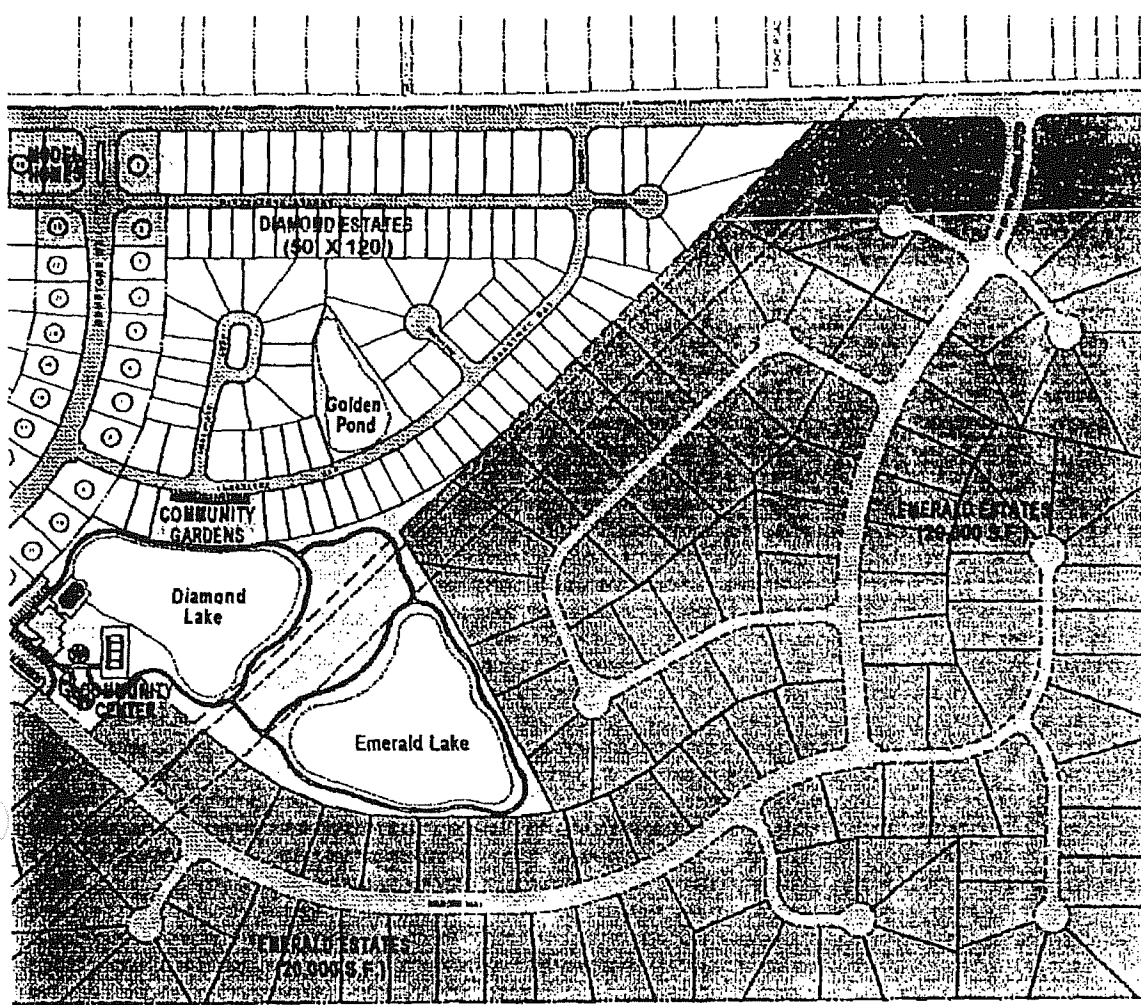
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EMERALD COMMUNITY

◆ ◆ DIAMOND ESTATES ◆ ◆ ◆ ◆ EMERALD ESTATES
 345 LOTS 119 LOTS

S, TENNESSEE

DEVELOPED BY:

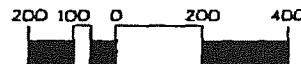
Land Development Company

DAVID VOLGER

mt

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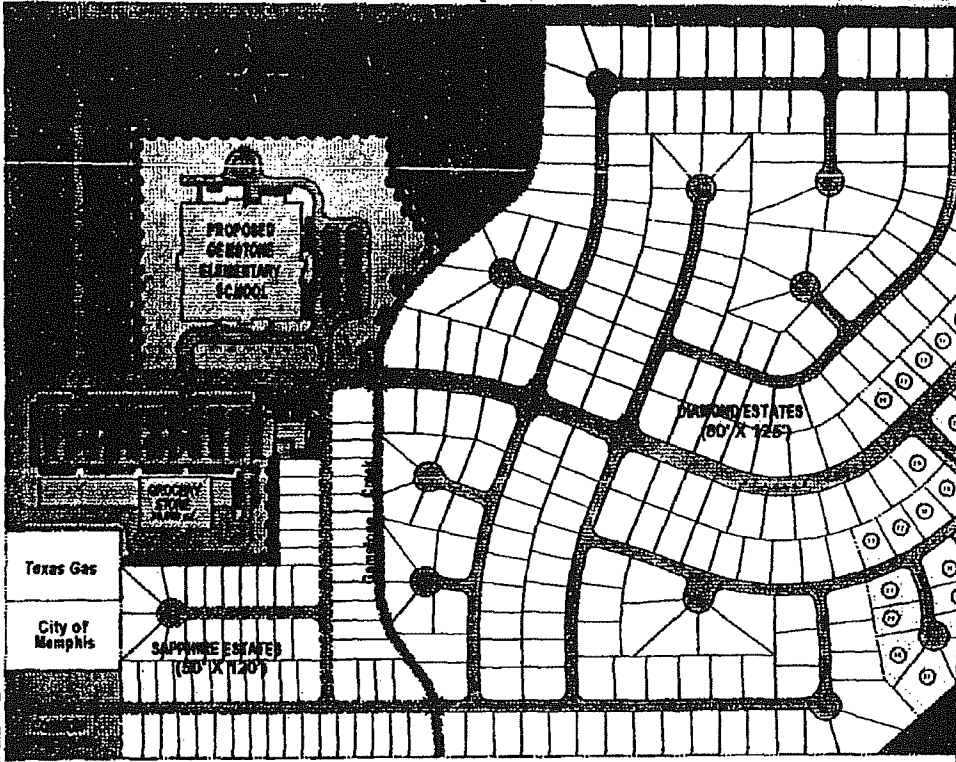


GRAPHIC SCALE
JULY 1997

*This plan reflects current plans and conditions as of July 1997 and is subject to change without notice

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G E M S T O N E

R U B Y E S T A T E S ♦ ♦ ♦
68 LOTS

72 LOTS

M E M P H I S

Prepared by: ETI Corporation
ENGINEERS • LAND PLANNING • LANDSCAPE ARCHITECTURE

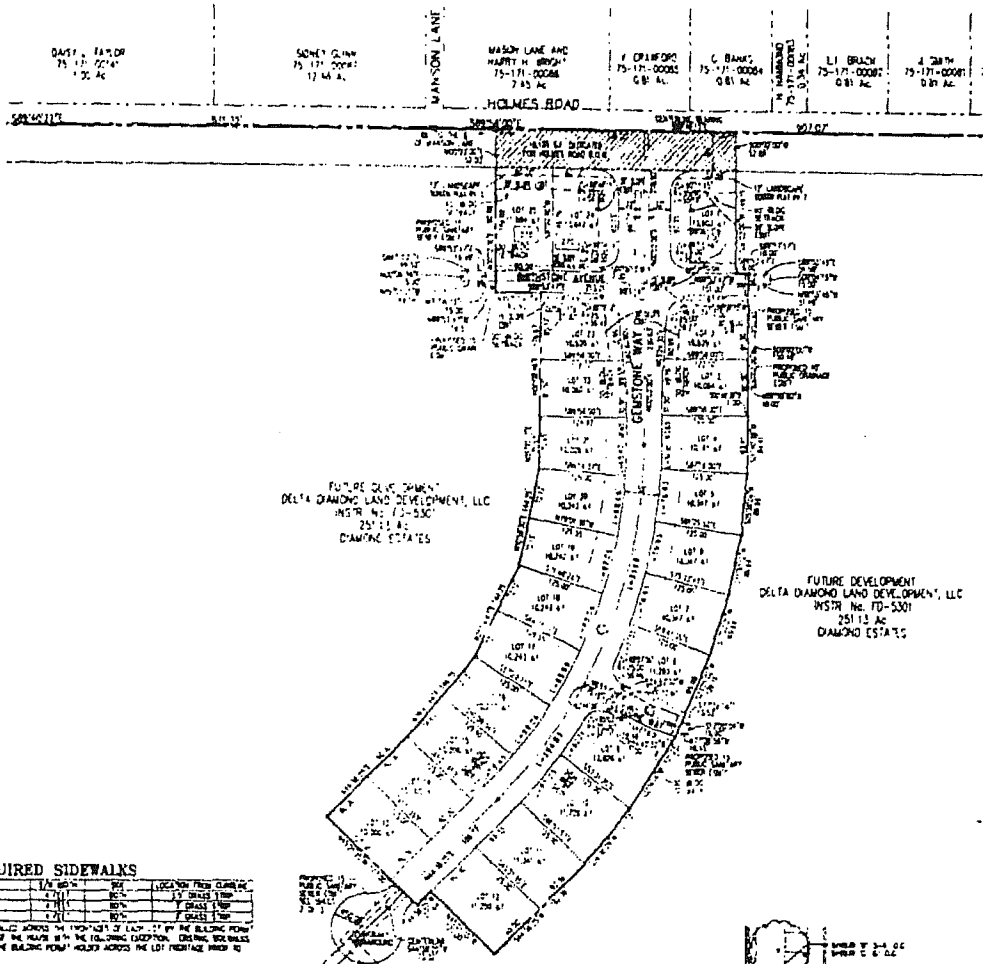


Delta Diamond

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ONE TO FIVE COUNCIL DISTRICTS
CITY FILE NUMBER 075

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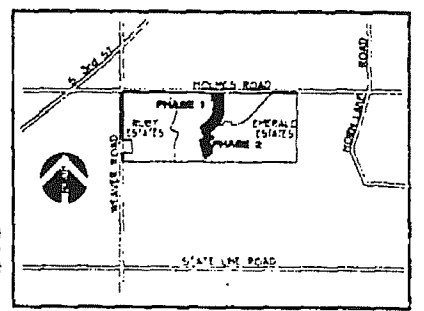


- NOTES:**
- In reference to Section 40.04, Chapter of Rights of-way - which states: "If the alternative design for an other use design is proposed, a city or local authority, before any setback shall be provided. The city or local authority may reduce the setback but not less than the minimum required in the zoning ordinance. The city or local authority shall not be deemed to be providing a minimum setback of 10 feet of the building set-back."
 - When new improvements are required by Public Law/State Regs. Rules if they are required in Priority One of the time of final plat submit.
 - This plat does hereby convey unto the City of Memphis the center of access along the north property line of Lots 1, 24, 25, 44-48, 100-124, and 231 for permanent and separate use of vehicle access. The plat does hereby provide whenever access along the north property line of Lots 1, 24, 25, 44-48, 100-124, and 231 to Holmes Road.
 - Install and maintain an R-2 landscape strip along the Holmes Road frontage.
 - As lots shown abut Holmes Road and observe a 40 foot setback from Holmes Road.

REQUIRED SIDEWALKS

STREET NAME	TYPE	WIDTH	LOCATION FROM CURBLINE
STATE LANE	CONCRETE	5'0"	10' FROM CURBLINE
HOLMES ROAD	CONCRETE	5'0"	10' FROM CURBLINE
GEMSTONE WAY	CONCRETE	5'0"	10' FROM CURBLINE

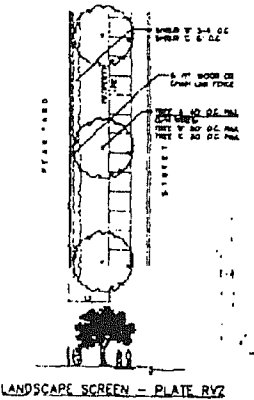
THE REQUIRED SIDEWALKS SHALL BE INSTALLED ACROSS THE PROPERTY OF EACH OF THE BUILDING OWNER HOLDERS PRIOR TO USE AND OCCUPANCY OF THE HOUSE IN THE FOLLOWING LOCATION. DEFINITE REQUIREMENTS SHALL BE REQUIRED AS RECEIVED BY THE BUILDING OWNER ACROSS THE LOT FRONTAGE PRIOR TO OCCUPANCY OF THE HOME.



CENTERLINE CURVE DATA

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING
1+00.00	N 89° 59' 54" W	100.00	S 89° 59' 54" E
1+100.00	S 89° 59' 54" E	100.00	N 89° 59' 54" W

- NOTES:**
- FLOODING AND ELEVATIONS: THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DESIGNATED ON FEMA FLOOD INSURANCE RATE MAP MAP NUMBER 47502221 E, EFFECTIVE DATE: DECEMBER 2, 1994.
 - ALL SIDEWALKS TO BE CONCRETE 5'0" WIDE.
 - THERE IS A 5'00" LOT EASEMENT RESERVED ALONG ALL LOT LINES EXCEPT WHERE SHOWN AS SANITARY DUMP OR DRAINAGE EASEMENTS.
 - SOME EASEMENTS INDICATED PROVIDE FUTURE ACCESS REQUIRED FOR HOLMES ROAD IMPROVEMENTS.
 - MINIMUM FINISHED FLOOR ELEVATION: 270.

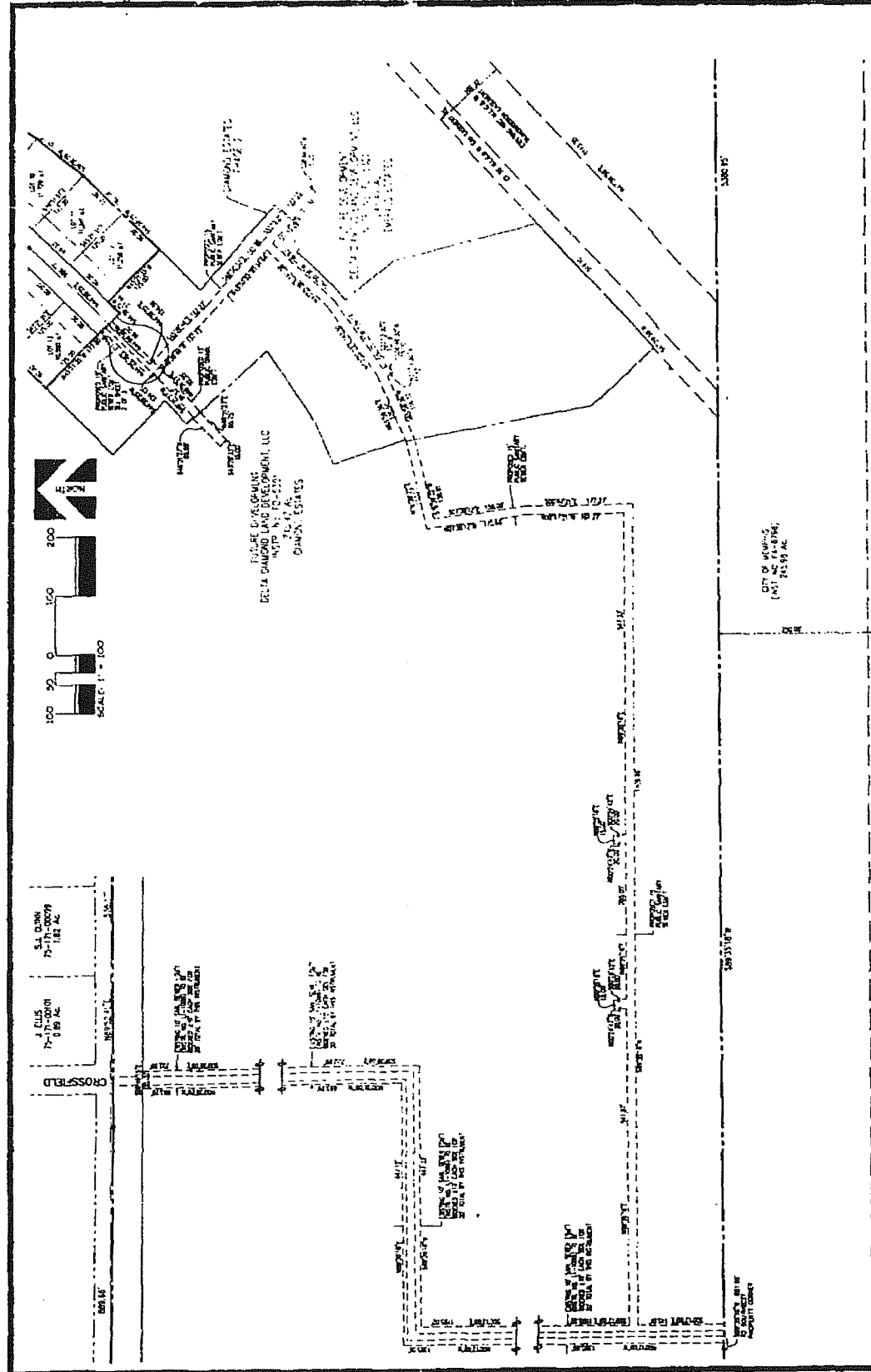


FINAL PLAT			
PHASE 1			
DIAMOND ESTATES SUBDIVISION			
CDMG 85-8	CASE #S 85-080		
MEMPHIS, TENNESSEE			
NUMBER OF LOTS	ACREAGE	WARD/BLOCK/PARCEL NUMBERS	
25	8.50	75/259/16	
DEVELOPER Delta Diamond Land Development, LLC 5317 Duelling Oaks Memphis, Tennessee 38116		ENGINEER 	
100 YEAR FLOOD ELEVATION	REVA MAP PANEL NUMBER	MAP DATE	
239	471570265 E	DECEMBER 2, 1994	
DATE 7/22/94		SCALE: 1"=100'	SHEET 1 OF 3

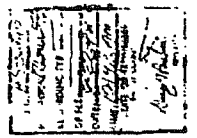
EXHIBIT B

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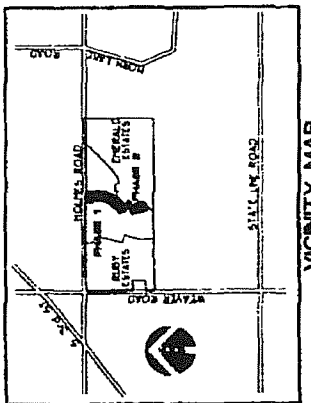


FINAL EASEMENT PLAT	
DIAMOND ESTATES SUBDIVISION	
PLAT NO. 95-6	BOOK 95-000
MEMPHIS, TENNESSEE	
DATE OF SALE	BOOK
25	850
Sellers: Delta Land Development, LLC	
5317 Duelling Court, Memphis, Tennessee 38116	
FOR THE PURCHASER: THE REP. FIRM. NUMBER	
230	473-22243
DATE: 7/22/14	SCALE: 1"=100'
EN. JOB # 00032-20	SHEET 2 OF 3



NOTES:

- * FLOODING AND FLOODPLAIN: THIS PROPERTY IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS DEPICTED ON THE FLOOD INSURANCE RATE MAP (FIRM) OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
- * SAVING SETBACKS: SEE LOCAL ORDINANCES.
- * THERE IS A 3 FOOT UTILITY EASEMENT SETBACK ALONG ALL LOT LINES EXCEPT WHERE IT OVERLAPS ANOTHER STATE OF TENNESSEE EASEMENT.



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Notary's Certificate
 Before me, the undersigned, a duly qualified and acting Notary Public for the State of Tennessee and Shelby County at Memphis, Tennessee, on this 11th day of August, 1998, personally appeared James R. Leitch, known to me to be the person whose name appears on the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, and that he was at that time at least 18 years of age, and of lawful mind and memory.
 My commission expires on 12/31/00.
 Notary Public for the State of Tennessee

Contractor's Certificate
 I, the undersigned, James R. Leitch, of the undersigned address at the address hereinabove stated, have performed the work shown on the attached plat, and I certify that the same has been completed in accordance with the terms of the contract and that the same has been accepted by the owner and that the same is now ready for occupancy.
 My commission expires on 12/31/00.
 Notary Public for the State of Tennessee

Engineer's Certificate
 It is hereby certified that this plat is in compliance with the provisions of the laws of the State of Tennessee, and that the same has been prepared in accordance with the provisions of the laws of the State of Tennessee, and that the same has been approved by me as a duly qualified and acting Professional Engineer, and that the same is now ready for occupancy.
 My commission expires on 12/31/00.
 Notary Public for the State of Tennessee

Surveyor's Certificate
 I, the undersigned, James R. Leitch, of the undersigned address at the address hereinabove stated, have performed the work shown on the attached plat, and I certify that the same has been completed in accordance with the terms of the contract and that the same is now ready for occupancy.
 My commission expires on 12/31/00.
 Notary Public for the State of Tennessee

Official Public Notary's Certificate
 This plat was prepared by the undersigned, James R. Leitch, of the undersigned address at the address hereinabove stated, and I certify that the same has been completed in accordance with the terms of the contract and that the same is now ready for occupancy.
 My commission expires on 12/31/00.
 Notary Public for the State of Tennessee

FINAL PLAT	
DIAMOND ESTATES SUBDIVISION	
NUMBER OF LOTS	25
ACREAGE	8.50
MAP/BLDG/PARCEL NUMBERS	75/259/76
DEVELOPER	Delta Diamond Land Development, LLC
ADDRESS	5317 Duelling Oaks
CITY	Memphis, Tennessee 38118
100 YEAR FLOOD ELEVATION	TEMA MAP PANEL NUMBER
339	47192C285 E
DATE	DECEMBER 2, 1998

NO RECORDING FEE AT THIS TIME
 RECORDING FEE \$10.00
 DATE 12/22/98
 TIME 12:00 PM
 STATE OF TENNESSEE
 COUNTY OF SHELBY
 REGISTER OF DEEDS

ET. JOB # 85031230 DATE 5/17/98 SCALE 1"=100' SHEET 3 OF 3