

This instrument was prepared by R. Mitchell Ross of the law firm of Rudolph, Ross, Fendley & Hogan, 107 North Third Street, Clarksville, Tennessee 37040.

OAKLAND HILLS, L.L.C.

TO: DEED OF RESTRICTIONS

OAKLAND HILLS, SECTION, 1A

THIS DEED OF RESTRICTIONS AND DEDICATION, executed as of the 5th day of September, 2002 at Clarksville, in the County of Montgomery, State of Tennessee by OAKLAND HILLS, L.L.C., hereinafter referred to as Owner.

WITNESSETH:

The Owner has heretofore acquired certain real estate situated in the Second (2nd) Civil District of Montgomery County, Tennessee, and being designated as OAKLAND HILLS, SECTION, 1A, as shown by Plat of record in Plat E, Page 295, Register's Office for Montgomery County, Tennessee to which reference is here made, the same being realty conveyed to OAKLAND HILLS, L.L.C. by deed of record in ORBV 814, Page 1104, Register's Office for Montgomery County, Tennessee; and

The Owner desires to place suitable restrictions and covenants on all of said lots in OAKLAND HILLS, SECTION, 1A, as shown on said plat and to dedicate such streets, roads and highways located thereon unto the City of Clarksville or the County of Montgomery as the case may be, and does hereby place the following reservations, restrictions, conditions and limitations on OAKLAND HILLS, SECTION, 1A, which restrictions are designed for the protection of the Owner of said real estate and the protection of those who may hereafter acquire title to any or all of the lots in said subdivision:

NOW, THEREFORE, in consideration of the premises and the mutual benefits passing to and from the undersigned and those who may purchase the said lots in the future, the following listed restrictive covenants are hereby agreed upon and shall be covenants running with the land and shall be binding upon the undersigned and all subsequent owners thereof in any capacity whatsoever until October 31, 2037.

1. All of the lots in said subdivision shall be used for residential purposes only and it shall be permissible to build no more than one single family residence on any lot.
2. No lot or building site shall again be subdivided, re-subdivided, altered or changed so as to produce less area than that established on the plat of said subdivision, except with joint approval of the Developer and Planning Commission. The right is expressly reserved to the Developer to alter boundaries of individual lots, but only with the approval of the Planning Commission.
3. The minimum living area of any residence constructed on any lot in the subdivision, exclusive of basements, garages, carports, porches, breezeways, terraces, etc., shall be:

- (a) A single-story dwelling shall have a minimum of 1,050 square feet of living area.
 - (b) The minimum square footage of the main floor area for a one and one-half (1 1/2) or two (2) story residence, exclusive of open porches, garages, terraces, etc., built on any one of the said lots shall not be less than 600 square feet and a total finished area of not less than 1,100 square feet in the entire residence.
 - (c) Square footage shall be determined, in each instance by measuring from the exterior of each outside wall.
4. All residences shall be constructed with at least a two car attached or built in garage.
 5. All lots shall be used for residential purposes only. No business use shall be permitted, even where allowed by zoning regulations.
 6. No building shall be erected nearer to the street than the minimum building setback line shown on the recorded plat unless approved by the Planning Commission or Board of Zoning Appeals.
 7. No building shall be erected nearer to the lot side line than allowed by applicable zoning ordinances.
 8. Open porches, steps, terraces and similar structures may extend over the building setback lines as allowed by the zoning regulations.
 9. Any detached structure, garage or other outbuilding shall be located to the rear of the main residence and shall observe all building setback lines.
 10. No trailer, basement, tent, shack, garage, barn or other outbuildings erected on the tract shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted on any lot.
 11. No structure may be moved onto any lot.
 12. All residences shall have a masonry foundation with brick to grade.
 13. All drives shall be concrete.
 14. Any satellite dish or any type of television or radio reception antenna located on the ground area of any lot shall be located to the rear of the residence and shall be no closer than twenty (20) feet from the rear or side lot lines.
 15. No obnoxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.
 16. No lot shall be used for storage of building materials, automobiles, or trailer for an unreasonable period of time. No inoperable automobiles shall be allowed to remain on any lot. Building materials may be used for the purpose of construction on the premises but the same must be within a reasonable period of time.
 17. Privacy fences will be permitted from the rear of the residence to the rear lot line. In no case shall privacy fences be located over or across minimum setback lines.
 18. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. It shall be kept in sanitary containers and the sites of these containers will be kept in a clean and sanitary condition at all times.
 19. No swine, poultry, sheep, goats, horses, cattle or livestock shall be maintained on any lot. No lot shall be used for the purpose of breeding and/or selling of animals such as dogs, cats, rabbits, birds, etc.

20. No sign of any kind shall be displayed on public view on any lot, except those used by the builder and seller during construction and sales periods.
21. The purchasers of all lots shall be obligated to maintain said lots in a safe condition for the public and shall not permit an accumulation of growth or waste matter upon such lot, to which end the purchaser of any lot agrees to keep grass, weeds and other growth out.
22. Basements are reserved for installation and drainage facilities as shown on the plat.
23. If any present or subsequent owner of any lot or lots in this subdivision, including their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any person or persons owning a lot or lots in the subdivision at the time, to institute proceedings at law or in equity against the persons violating or attempting to violate said restrictions and either to prevent such violation by injunction or recover damages for such violation.
24. If any one or more of the restrictions herein contained are declared invalid by any court, such invalidation shall in no way affect any other restrictions herein contained, all of which shall remain in full force and effect, each restriction being treated or separate instruments.
25. The 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 (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
26. No residence shall be constructed which has a concrete slab foundation. All homes must have a basement or a crawlspace.
27. There shall be no chain link fences or hurricane fences allowed on any lot. However, dog pens are allowed but they must not be located in front of the rear line of any home or be of a nature to create an eyesore.
28. All residences shall have adequate parking. There shall be no permanent street parking.
29. All homes shall have white vinyl post and white mailbox.
30. Builders are to install concrete sidewalks, a minimum of three (3) feet wide along all curbs. Said sidewalks shall be set back 2 feet from the back of the curb.
31. These restrictions may be amended by two-thirds (2/3) of the owners of the lots in this subdivision, each lot having one vote whether or not the owner thereof owns more than one lot. Furthermore, OAKLAND HILLS, L.L.C., or its successor developer, shall have the right to amend these restrictions without the consent of any other lot owner for a period of time up to 120 days after the date of sale of the last lot in this Section 1B.

IN WITNESS WHEREOF, Owner has executed the foregoing as of the date written first herein.

OAKLAND HILLS, L.L.C.

BY: Dennis B. Ziolkowski
Dennis B. Ziolkowski,
Chief Manager

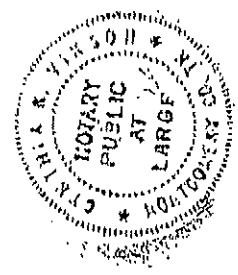
STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, DENNIS B. ZIOLKOWSKI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purposes therein contained, and who upon oath further acknowledged such person to be Chief Manager of OAKLAND HILLS, L.L.C. the within named bargainer, a corporation, and that such officer, as such Chief Manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as Chief Manager.

Witness my hand and seal, at office, this 5th day of September, 2002.

Christina D. Vinson
NOTARY PUBLIC SEAL
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Commission Expires: 12/16/03



Joyce B. Norfleet, Register
Montgomery County Tennessee
Rec #: 41527 Instrument 582956
Rec'd: 20.00 NR: 3 Pa 925
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 9/5/2002 at 12:07 PM
Total: 22.00 in Unique
851 Pages 2941-2944

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WITNESSETH:

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The Owner desires to place suitable restrictions and covenants on all of said lots in OAKLAND HILLS, SECTION, 1A, as shown on said plat and to dedicate such streets, roads and highways located thereon unto the City of Clarksville or the County of Montgomery as the case may be, and does hereby place the following reservations, restrictions, conditions and limitations on OAKLAND HILLS, SECTION, 1A, which restrictions are designed for the protection of the Owner of said real estate and the protection of those who may hereafter acquire title to any or all of the lots in said subdivision:

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- (a) A single-story dwelling shall have a minimum of 1,050 square feet of living area.
 - (b) The minimum square footage of the main floor area for a one and one-half (1 ½) or two (2) story residence, exclusive of open porches, garages, terraces, etc., built on any one of the said lots shall not be less than 600 square feet and a total finished area of not less than 1,100 square feet in the entire residence.
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21. The purchasers of all lots shall be obligated to maintain said lots in a safe condition for the public and shall not permit an accumulation of growth or waste matter upon such lot, to which end the purchaser of any lot agrees to keep grass, weeds and other growth out.
22. Easements are reserved for installation and drainage facilities as shown on the plat.
23. If any present or subsequent owner of any lot or lots in this subdivision, including their heirs and assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any person or persons owning a lot or lots in the subdivision at the time, to institute proceedings at law or in equity against the persons violating or attempting to violate said restrictions and either to prevent such violation by injunction or recover damages for such violation.
24. If any one or more of the restrictions herein contained are declared invalid by any court, such invalidation shall in no way affect any other restrictions herein contained, all of which shall remain in full force and effect, each restriction being treated or separate instruments.
25. The 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 (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
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IN WITNESS WHEREOF, Owner has executed the foregoing as of the date written first herein.

OCT. 28. 2002 2:08PM

RUDOLPH ROSS FENDLEY

NO. 134 P. 5

OAKLAND HILLS, L.L.C.

BY: Dennis B. Ziolkowski
Dennis B. Ziolkowski,
Chief Manager

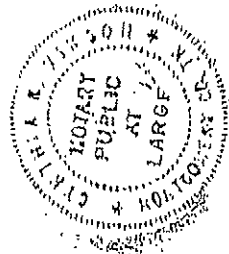
STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, DENNIS B. ZIOLKOWSKI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purposes therein contained, and who upon oath further acknowledged such person to be Chief Manager of OAKLAND HILLS, L.L.C. the within named bargainer, a corporation, and that such officer, as such Chief Manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation as Chief Manager.

Witness my hand and seal, at office, this 5th day of September, 2002.

Christina D. Vinson
NOTARY PUBLIC SEAL
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Commission Expires: 12/16/03



Joyce B. Norfleet, Registrar
Montgomery County Tennessee
Rec'd: 41521 Instrument: 562956
State: 20.00 Book: 3 Pg. 925
Clerk: 0.00
EDP: 2.00
Total: 22.00
Recorded
9/5/2002 at 12:07 PM
In Value
BRI Pages 2941-2944