

Prepared by and return to:
E. Dale Jamieson, Attorney
1115 Halle Park Circle
Collierville, TN 38017

This instrument is rerecorded to correct
Scrivener's errors in instrument 11061942.
The corrections and modifications herein
replace and supersede the modified items.

THIRD AMENDMENT
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
THE WOODS SUBDIVISION

This Third Amendment of the Covenants, Conditions and Restrictions made this 27 day of June, 2011 by the Woods Homeowners Association, Inc., a Tennessee not-for-profit Corporation hereinafter sometimes as "Declarant".

WHEREAS, THE WOODS SUBDIVISION HERETOFORE ESTABLISHED SUBDIVISION RESTRICTIONS AS SET FORTH OF RECORD IN PLAT BOOK OF RECORD 72, PAGE 55 IN THE REGISTER'S OFFICE OF SHELBY COUNTY, TENNESSEE WHICH COVENANTS AND RESTRICTIONS WERE AMENDED AT PLAT BOOK 88, PAGE 56 AND BY INSTRUMENTS P9-2696, P9-5313 AND W2-4703 ALL OF RECORD IN SAID SHELBY COUNTY REGISTER'S OFFICE; AND,

WHEREAS, Declarant pursuant to the authority and pursuant to the provisions of said covenants and restrictions desires to amend or supplement said covenants and restrictions in the manner as prescribed and authorized in said recorded covenants and restrictions as set forth hereinabove.

NOW, THEREFORE, The Woods Homeowner's Association, Inc. declares, pursuant to the authority granted to it, that:

1. These covenants, limitations and restrictions (hereinafter referred to as "covenants") are to run with the land and shall be binding upon all parties or persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive ten (10) year periods, unless by vote of the seventy-five percent (75%) of the then-owners of lots in this subdivision, it is agreed to change them in whole or part.
2. If any owners of lots in this subdivision, or the heirs, successors or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property in this subdivision and/or The Woods Homeowners Association, the property owner's Association for this Subdivision (the

“Association”), to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from doing so or to recover damages or other dues for each such violation.

3. Garage may be used for storage of vehicles and related normal use only.
4. No fixed basketball goals or similar athletic devices such as skateboard ramps shall be erected except in the rear yard behind the front wall of the main house, subject to The Woods Homeowner Association review and approval.
5. All swimming pools must be sunken. No above-ground pools will be allowed.
6. No animals, livestock or poultry of any kind will be raised, bred or kept on any said lots without an appropriate license or permit issued by the Town of Collierville. Dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In all instances, household pets will be retained within pens or fences, or under leash when not confined by such pens or fences at all times. A lot owner or owners shall promptly remove their pet's waste from neighborhood lots, streets, and any common open space. Violation of either of the foregoing restrictions shall result in a penalty/additional assessment against the lot of such owner in the amount of one hundred dollars (\$100.00) for each occurrence.
7. No fences shall be erected on any lot other than brick, iron, stone, or wooden fences, which shall not exceed six feet in height. No chain link fences are allowed. No fences shall be erected in the front yard on any lot. Any dog pen or other structure for housing or keeping pets, whether permanent or temporary in nature, must be sufficiently screened so that it is not visible from any public street, or from the ground level of the neighboring lots. Each lot owner shall maintain the fence on his or her lot. This is subject to Association enforcement as provided in item twelve (12) and item fifteen (15) below.
8. Vehicle parking is only allowed on Subdivision streets in front of lot owner's property and is restricted to lot driveways except for overflow parking for special occasions. Neither lot owners, members of owner's family, social or business invitees shall habitually park vehicles on neighborhood streets and shall comply with all municipal parking restrictions as they apply to the Woods Subdivision. For purposes of this restriction "habitually" shall be defined as stated in Black's Law Dictionary, Revised Fourth Edition, as "customary, common, regular; a habit." Recreational vehicles, campers, boats, all-terrain vehicles and trailers must be stored in a garage or behind fence away from public view as is reasonable. No inoperable or commercial vehicles of any kind will be allowed to be parked outside of garages, workshops or neighborhood streets. The Woods HOA shall have the right and authority to enforce this provision by levying a \$100.00 fine per violation which amount shall be enforceable in the same manner as any monetary obligation owed by a lot owner to the Woods HOA.

9. No exterior aerials, antennas, or satellite dishes exceeding 24 inches in diameter may be erected or installed without written permission from the Association.
10. Trash, garbage and other waste and rubbish will be kept in sanitary containers provided specifically for these purposes. All equipment for the storage or disposal of such materials must be kept in clean, sanitary and orderly condition. No burning of domestic trash will be allowed.
11. Gardening (vegetable) will be allowed only on rear yard of each parcel.
12. Grass, seeds vegetation and debris on each lot (including ditches, to the edge of the asphalt), will be kept mowed and cleared at regular intervals by the owner thereof as to maintain the same in neat and attractive manner. Dead or discarded trees, shrubs, vines, debris, and plants will be promptly removed from such lots. The Association, at its option and discretion, may mow and have dead trees and debris removed from such lots and the owner or owners of such lots will be obligated to reimburse the Association the cost of such work should he refuse or neglect to comply with the terms of this paragraph. Any such expense shall become a lien on the property and enforced by the Association.
13. No obnoxious, offensive, or destructive activities will be carried on within the confines of The Woods Subdivision, nor will anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All lots and houses are for residential use only and shall be utilized and occupied in accordance with municipal zoning classification, to wit; single family residential.
14. No more than two (2) signs shall be permitted on any lot at any one time of which one (1) can be a "for sale" sign. Signs shall generally be professionally constructed and professionally lettered. In no event shall hand lettered or hand numbered or other "home-made" signage be permitted either on the lot or in or attached to a vehicle parked on a public street in the Woods Subdivision.
15. Without limiting any other provision of these covenants, limitations, restrictions, or the Declaration, these covenants enforced by any lot owner or the Association through civil action, including without limitation injunctive relief or to prohibit or abate a violation or to recover damages resulting therefrom. In any such action or proceeding the prevailing party will recover its costs and reasonable attorney's fees in addition to other relief. Failure of the Association or an owner to enforce these restrictions will not prohibit the enforcement in the event of any future violation, whether the same provision or a different provision. Invalidation of any one of these covenants by judgment or court order will in no way affect any of the other provisions which will remain in full force and effect.
16. Renting or Leasing of Dwellings

(a) In order (i) to protect the equity of the individual property owner's at the Woods Subdivision, (ii) to carry out the purpose for which the subdivision was formed by preserving the character of the neighborhood as a homogeneous residential community of predominately owner-occupied homes, and (i i i) to comply with the eligibility requirements for financing in the secondary mortgage market in so far as such criteria provide that the neighborhood be substantially owner-occupied, leasing of the dwellings shall be governed by the restrictions imposed by this section. "Leasing." for the purposes of this covenant, is defined as regular occupancy of a dwelling by any person other than the owner for which the owner receives any consideration or benefit, including a fee, service, gratuity, or employment.

(b) **Leasing Provisions.** Such Leasing as is permitted by this section which shall include Leases and Lease-Purchase agreements or any other agreement between a lot owner which includes a lease provision coupled with an option to purchase or otherwise acquire title to the subject property in the future and shall be governed by the following provisions:

(i) **General.** Dwellings may be rented only in their entirety; no fraction or portion of such dwelling may be rented. There shall be no subleasing of dwellings or assignment of leases unless approved in writing by the Association. No transient tenants may be accommodated in a dwelling. The approved Lease Agreement ("Lease Agreement") provided by the Association or a lease form which contains the same terms and conditions as the Lease Agreement must be used by any owner who leases a dwelling at The Woods Subdivision. **ATTACHED HERTO AS EXHIBIT A AND INCORPORATED HEREIN BY REFERENCE IS A TENNESSEE RESIDENTIAL FORM LEASE AGREEMENT WHICH COMPLYS WITH THE TENNESSEE RESIDENTIAL LANDLORD TENANT ACT AND WHICH IS RECOMMENDED FOR THE USE AND BENEFIT OF THE WOODS LOT OWNERS.** If any owner issues a lease form other than the Lease Agreement provided by the Association and if the Association incurs any legal fees in determining that such lease conforms to the terms and conditions of the Lease agreement, the owner will be liable for such legal fees and the Association may assess the owner for them. All rentals must be for a term no less than one year. The dwelling owner must make available to the tenant copies the By-Laws of Declarations of Covenants, Conditions and Restrictions of the Woods Homeowner's Association.

(i i) **Liability for Assessments and Compliance With By-Laws and Declarations of Covenants, Conditions, and Restrictions.** In lease of a dwelling in the Woods Subdivision shall be deemed to contain the following provisions, whether or not expressly therein stated, and each owner covenants and agrees that any lease of a dwelling shall contain the following language and agrees that such language shall be incorporated into a lease by existence of this covenant

on the dwelling. Any lessee, by occupancy of a dwelling, agrees to the applicability of this covenant and incorporation of the following language into the lease:

(1) Liability for Assessments. Lessee agrees to be personally obligated for the payment of all assessments against the owner which become due during the term of the lease and any other period of occupancy by the lessee or which become due as a consequence of lessee's activities, including, but not limited to, activities which violate provisions of the By-Laws, or the Declarations of Covenants and Restrictions adopted pursuant thereto. The above provision shall not be construed to release the dwelling owner from any obligation, including the obligation for assessments, for which he or she would otherwise be responsible.

Upon request by the Association, lessee shall pay to - the Association all unpaid annual and special assessments, as lawfully determined and made payable during the term of the lease and any other period of occupancy by lessee; provided, however, lessee need not make such payments to the Association in excess of or prior to the due dates for monthly rental payments unpaid at the time of the Association's request. All such payments made by lessee shall reduce, by the same amount, lessee's obligation to make monthly rental payments to lessor.

(2) Compliance By-Laws, Declarations of Covenant, Conditions and Restrictions. Lessee agrees to abide by and comply with all provisions By-Laws, and Declarations of Covenants, Conditions and Restrictions adopted pursuant thereto. Owner agrees to cause all occupants of his or her dwelling to comply with the By-Laws, and Declarations of Covenants, Conditions and Restrictions adopted pursuant thereto, and is responsible for all violations and losses caused by such occupants, notwithstanding the fact that such occupants of the dwelling are fully liable and may be sanctioned for any violation of the By-Laws, and Declarations of Covenants, Conditions and Restrictions adopted pursuant thereto., In the event that the lessee, or a person living with the lessee, violates the By-Laws, and Declarations of Covenants, Conditions and Restrictions for which a fine is imposed, such fine shall be assessed against the lessee; provided, however, if the fine is not paid by the lessee within the time period set by the Board of Directors, the owner shall pay the fine upon notice from the Association of the lessee's failure to pay the fine. Unpaid fines constitute a lien against the property. Any lessee charged with a violation of the By-Laws, and Declarations of Covenants, Conditions and Restrictions adopted pursuant thereto are entitled to the same procedure to which an owner is entitled prior to the imposition of a fine or other sanction.

Any violation of the By-Laws, and Declarations of Covenants, Conditions and Restrictions adopted pursuant thereto is deemed to be a violation of the terms of the lease and authorizes the owner to terminate the lease without liability and to evict the lessee in accordance with Tennessee law.

(c) No signage shall be permitted on a lot stating "for rent" or "for lease" or other words to that effect.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

THIS THIRD AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODS SUBDIVISION SHALL TAKE EFFECT UPON RECORDATION.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand, or caused this instrument to be executed by and through its duly authorized officer, this, the 27 day of June, 2011.

THE WOODS HOMEOWNER'S ASSOCIATION, INC

By: _____
WILLIAM F. KING, PRESIDENT OF THE WOODS HOMEOWNERS ASSOCIATION AND CHAIRMAN OF THE HOMEOWNERS BOARD OF DIRECTORS.

THE UNDERSIGNED WILLIAM F. KING, PRESIDENT OF THE WOODS HOMEOWNERS ASSOCIATION DOES FURTHER HEREBY CERTIFY THAT THE INSTANT AMENDMENT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS OF THE WOODS SUBDIVISION WERE ADOPTED BY THE AFFIRMATIVE VOTE OF SEVENTY-FIVE PERCENT (75%) OF THE TOTAL LOT OWNERS VOTING IN ACCORDANCE WITH AND PURSUANT TO THE REQUIREMENTS OF THE BY-LAWS OF THE ASSOCIATION.

WILLIAM F. KING, PREIDENT
WOODS HOMEOWNERS ASSOCIATION, INC.
DATE: June 27, 2011

STATE OF TENNESSEE
COUNTY OF SHELBY

BEFORE ME, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William F. King, with whom I am personally acquainted and who, upon oath, acknowledged herself to be the President of THE WOODS HOMEOWNER'S ASSOCIATION, INC., the within named Declarant, a not-for-profit Tennessee corporation, and that he, as such officer, being been authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and Notarial Seal at office this 27day of June,2011.

NOTARY PUBLIC
My Commission Expires:

These instruments prepared by and return to:

E. Dale Jamieson, Attorney
1115 Halle Park Circle
Collierville, TN 38017