

Instrument Prepared by:
Shane McAlexander
2813 North Highland Avenue
Jackson, TN 38305

Lake Restrictions and Covenants
The Estates at Oakhaven
(Lots 7 through 10 Only)

The undersigned, being the owners of lots seven (7) through ten (10) in The Estates of Oakhaven, more particularly described in Plat Book 10, at page 161, in the Register's Office of Madison County, Tennessee, hereby adopt the following restrictive covenants to apply to said lots and the lake to which said lots contain:

1. Only persons who have property adjoining the lake (Lots 7 through 10) and their guests are permitted to use the lake, and those lots and their owners are the only lots and owners subject to these Lake Restrictions and Covenants.
2. No trotlines are permitted on the lake.
3. No sewage or waste disposal is to be released into the lake. However, lot owners may discharge water from water source heat pumps in to the lake, subject to governmental regulations.
4. No pumping water from lake unless under emergency circumstances (fire).
5. No motor boats permitted unless battery powered.
6. All owners will agree to execute caution in the lake's use by having flotation devices on their person or in their craft in accordance with Tennessee Commission of Water Safety and other state or federal agencies.
7. Owners of Lots 7 through 10 are to meet at least once a year to determine the actions necessary to care for and clean the lake. Those actions so determined by three (3) of the four (4) owners are to be carried out within a reasonable time period. These actions and all associated expenses and costs regarding the lake, including, but not limited to, fish population, pump, pump electrical systems, drainage, water cleaning, and concrete border and levee maintenance are to be shared equally between owners of Lots 7 through 10.
8. In the event that one or more of the lot owners of Lots 7 through 10, after reasonable notice, fails to cooperate in giving a required vote on an issue (a "required vote" is determined by the majority of the remaining lot owners adjacent to the lake) the remaining owners majority decision shall prevail and be binding on all lot owners.
9. Any lot owner adjacent to the lake shall have the right to enforce these restrictions or collect expenses incurred due to maintenance of the lake. Also, those lot owners will elect a chairman on an annual basis who shall have the right to enforce collections and carry out maintenance. In the event any of the lot owners does not contribute their prorata share of the expenses and costs to the upkeep and maintenance of the lake, the remaining lot owners through the Chairman or individually, shall be entitled to all the reasonable costs of collecting that assessment from the lot owner, including but not limited to a reasonable attorney's fee.
10. These restrictive covenants shall run with the land and shall be in addition and cumulative to any existing restrictions which shall remain in full force and effect, except where expressly modified above. These restrictive covenants will terminate thirty (30) years after the date of filing with the Register's Office of Madison County, Tennessee. The Restrictions can be modified at any time by a

seventy-five percent (75%) vote of the lot owners, which the Modification is to be signed and recorded in the Register's Office of Madison County, Tennessee.

Executed this the _____ day of February, 2008.

Lot Seven Owner(s)
By: WINDY CITY PARTNERS
By: R. J. McAlexander

Lot Nine Owner(s)
By: Jane F. McCoy
By: SHANE E. McALEXANDER

Lot Eight Owner(s)
By: J.R. Chang
By: _____

Lot Ten Owner(s)
By: VICKIE F. RICHARDSON TRUST
By: Trustee

STATE OF TENNESSEE)
COUNTY OF MADISON)
NOTARY
Lot 7
Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, R. Joel McAlexander and _____, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal on this the 19th day of February, 2008.

My Commission Expires: 2/25/09

Hope H. Deming
Notary Public

STATE OF TENNESSEE)
COUNTY OF MADISON)
Lot 8

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, Ram Chang and _____, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal on this the 19th day of February, 2008.

My Commission Expires: 2/25/09

Hope H. Deming
Notary Public

STATE OF TENNESSEE)
COUNTY OF MADISON)
Lot 9

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, Shane McAlexander and _____, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal on this the 19th day of February, 2008.

My Commission Expires: 2/25/09

Hope H. Deming
Notary Public

STATE OF TENNESSEE)
COUNTY OF MADISON)
Lot - 10

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, Joel McAlexander and Trustee Vickie Richardson, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and Official Seal on this the 8 day of February, 2008.

My Commission Expires: 1/26/2009

[Signature]
Notary Public

BK/PG: T1827/95-96
08003775
2 PGS : AL - RESTRICTIONS
SHARLA BACHE: 60324
03/12/2008 - 03:35 PM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 10.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 12.00
STATE OF TENNESSEE, MADISON COUNTY