

This document is being rerecorded to reflect the original signatures of T. J. Oden and Eija Oden.

DZ 1613
DX 1619 / 18

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SOUTH BLUFFS HOMEOWNERS ASSOCIATION, INC.

15
JF 1175

19

This First Amendment made on this 7th day of October, 1993 by South Bluffs Development Associates, a Tennessee general partnership, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the developer of certain Property in Shelby County, Tennessee which is subject to the Declaration of Covenants, Conditions and Restrictions of South Bluffs Homeowners Association, Inc., of record as Instrument No. BS 5626 in the Register's Office of Shelby County, Tennessee "the Declaration"; and

WHEREAS, Declarant, pursuant to its rights and powers set forth in the Declaration has now developed an additional portion of the Property and has filed Final Plans of said Property which refer to the additional Property as Phases 2 and 3 of South Bluffs Planned Development, which Final Plans are of record as Instrument CL 6159, in Plat Book 136, Page 9 and Instrument DL 4283, in Plat Book 141, Page 29, respectively in the Register's Office Shelby County, Tennessee. The Property shown thereon shall be governed by and subject to the Declaration. A copy of the Final Plans of Phases 2 and 3 are attached hereto as Exhibits A and B respectively; and

WHEREAS, Declarant desires to amend the Declaration by substituting in the place of Exhibits F and G thereto Exhibits C and D respectively which are attached hereto; and

WHEREAS, the Declaration provides that it can be amended by property owners, including Declarant, holding 67% of the total votes allocated to the Homeowners Association, except that any amendment changing the assessment applicable to a Lot shall be approved by the owner of the Lot; and

WHEREAS, the undersigned, including Declarant, constitute in excess of 67% of the property owners and all of the owners of Lots of the Property affected by this Amendment.

NOW, THEREFORE, Declarant and the undersigned affected Lot owners hereby amend the Declaration in accordance with the provisions set forth hereinabove.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first above written.

This document is being re-recorded to correctly reflect the name of the Declarant as South Bluffs Development Associates, a Tennessee General Partnership.

THE SOUTH BLUFFS, a joint venture consisting of:

H. T. Devco, Inc., a Tennessee corporation, joint venturer

By: [Signature]
Title: Managing President

By: R & D PROPERTIES, INC., a Tennessee Corporation, joint Venturer

By: George P. [Signature]
Title: President

By: BELZ/SOUTH BLUFFS, INC., a Tennessee Corporation, joint venturer

By: [Signature]
Title: V.P.

[Signature]
Jack Streete

[Signature]
Gail Patterson Corrington-Streete

[Signature]
T. J. Oden

[Signature]
Eija Oden

[Signature]
Douglas C. Lemmon

Kevin G. Kane
Kevin G. Kane

Patrick W. Halloran, III
Patrick W. Halloran, III

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public of the state and county aforesaid, personally appeared Henry M Turkey Jr with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of H. T. Devco, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by H. T. Devco, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such President of H. T. Devco, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of H. T. Devco, Inc. by signing the name of H. T. Devco, Inc.

WITNESS my hand and seal, at office in Memphis, Shelby, Cty
this 21st day of April, 1993.

Cynthia R [Signature]
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public of the state and county aforesaid, personally appeared George Poteat, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of R & D Properties, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by R & D Properties, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such President of R & D Properties, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of R & D Properties, Inc. by signing the name of R & D Properties, Inc.

WITNESS my hand and seal, at office in Shelby County, this 23rd day of April, 1993.

Cynthia R. [Signature]
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me the undersigned, a Notary Public of the state and county aforesaid, personally appeared Tomie Williams, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Vice President of Belz/South Bluffs, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by Belz/South Bluffs, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such Vice-President of Belz/South Bluffs, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of Belz/South Bluffs, Inc. by signing the name of Belz/South Bluffs, Inc.

WITNESS my hand and seal, at office in Shelby County, this 2nd day of May, 1993.

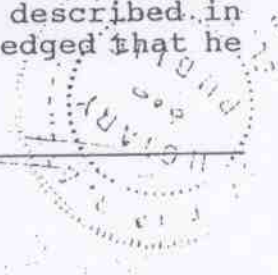
Cynthia R. [Signature]
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 11th day of June, 1993,
personally appeared Jack Streete, to me know (or proved to me on
the basis of satisfactory evidence) to be the person described in
and who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

Cynthia R Mc
Notary Public



My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 16th day of June, 1993,
personally appeared Gail Patterson Corrington-Streete, to me know
(or proved to me on the basis of satisfactory evidence) to be the
person described in and who executed the foregoing instrument, and
acknowledged that she executed the same as her free act and deed.

Cynthia R Mc
Notary Public



My commission expires:
2/15/95

State of Tennessee
COMMONWEALTH OF VIRGINIA
COUNTY OF Shelby

On this 8th day of November, 1993,
personally appeared T. J. Oden, to me know (or proved to me on the
basis of satisfactory evidence) to be the person described in and
who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

Cynthia R Mc
Notary Public



My commission expires:
2/15/95

State of Tennessee
~~COMMONWEALTH OF VIRGINIA~~
COUNTY OF Shelby

On this 8th day of November, 1993,
personally appeared Eija Oden, to me know (or proved to me on the
basis of satisfactory evidence) to be the person described in and
who executed the foregoing instrument, and acknowledged that she
executed the same as her free act and deed.

Cynthia R. Mason
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 30th day of June, 1993,
personally appeared Douglas C. Lemmon, to me know (or proved to me
on the basis of satisfactory evidence) to be the person described
in and who executed the foregoing instrument, and acknowledged that
he executed the same as his free act and deed.

Cynthia R. Mason
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 14th day of April, 1993,
personally appeared Kevin G. Kane, to me know (or proved to me on
the basis of satisfactory evidence) to be the person described in
and who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.



My commission expires:

My Commission Expires February 27, 1996

STATE OF TENNESSEE
COUNTY SHELBY

On this 30th day of August, 1993,
personally appeared Patrick W. Halloran, III, to me know (or proved
to me on the basis of satisfactory evidence) to be the person
described in and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed.

Cynthia R [Signature]
Notary Public

My commission expires:
2/15/94

Carey Hoffman
CAREY HOFFMAN

Guy Reel
GUY REEL

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 9th day of September, 1993, personally appeared Carey Hoffman and Guy Reel, to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Cynthia R. [Signature]
NOTARY PUBLIC

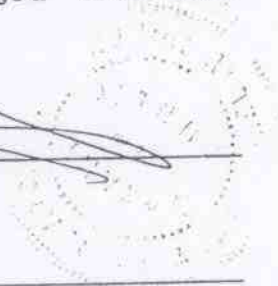
My commission expires: 2/15/95

Joyce M. Blackmon
JOYCE BLACKMON

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 4th day of October, 1993, personally appeared Joyce Blackmon, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Cynthia R. [Signature]
NOTARY PUBLIC



My commission expires: 2/15/95

EXHIBIT C
(SCHEDULE OF ASSESSMENTS)

LOTSPOINTS PER LOT

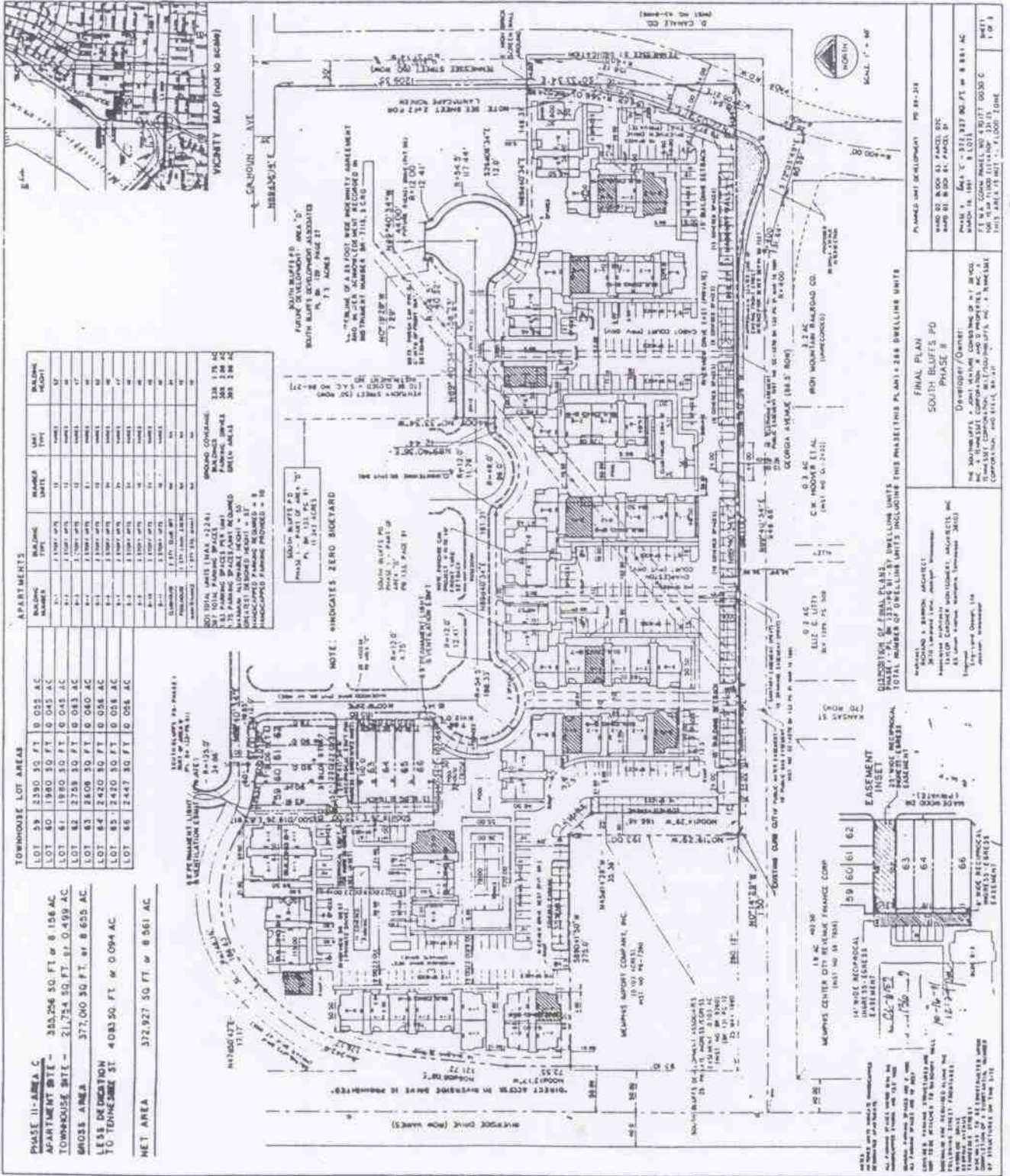
68	20 pts.
71, 76	12 pts.
1-13, 72-75	10 pts.
69-70, 77-78	7 pts.
14-27, 79-82	6 pts.
28-41, 52-58, 90-96	4 pts.
43-50, 59-66, 83-89	3 pts.

Assessment points for lot 67 are to be determined by Declarant and added by amendment. There are no Lots 42 and 51.

EXHIBIT D
MINIMUM SQUARE FOOTAGE

<u>LOT NOS.</u>	<u>SQUARE FOOTAGE</u>
1-13, 71-76	2,750
14-27, 79-82	2,400
69-70, 77-78	2,200
28-41, 52-58, 90-96	1,400
43-51, 59-66, 83-89	1,200

There are no Lots 42 and 51. Lots 67 and 68 do not have minimum square footage requirements.



APARTMENTS

APARTMENT NUMBER	APARTMENT TYPE	UNIT TYPE	BALDING HEIGHT
1	1,100 SQ FT	1	17
2	1,100 SQ FT	1	17
3	1,100 SQ FT	1	17
4	1,100 SQ FT	1	17
5	1,100 SQ FT	1	17
6	1,100 SQ FT	1	17
7	1,100 SQ FT	1	17
8	1,100 SQ FT	1	17
9	1,100 SQ FT	1	17
10	1,100 SQ FT	1	17
11	1,100 SQ FT	1	17
12	1,100 SQ FT	1	17
13	1,100 SQ FT	1	17
14	1,100 SQ FT	1	17
15	1,100 SQ FT	1	17
16	1,100 SQ FT	1	17
17	1,100 SQ FT	1	17
18	1,100 SQ FT	1	17
19	1,100 SQ FT	1	17
20	1,100 SQ FT	1	17
21	1,100 SQ FT	1	17
22	1,100 SQ FT	1	17
23	1,100 SQ FT	1	17
24	1,100 SQ FT	1	17
25	1,100 SQ FT	1	17
26	1,100 SQ FT	1	17
27	1,100 SQ FT	1	17
28	1,100 SQ FT	1	17
29	1,100 SQ FT	1	17
30	1,100 SQ FT	1	17
31	1,100 SQ FT	1	17
32	1,100 SQ FT	1	17
33	1,100 SQ FT	1	17
34	1,100 SQ FT	1	17
35	1,100 SQ FT	1	17
36	1,100 SQ FT	1	17
37	1,100 SQ FT	1	17
38	1,100 SQ FT	1	17
39	1,100 SQ FT	1	17
40	1,100 SQ FT	1	17
41	1,100 SQ FT	1	17
42	1,100 SQ FT	1	17
43	1,100 SQ FT	1	17
44	1,100 SQ FT	1	17
45	1,100 SQ FT	1	17
46	1,100 SQ FT	1	17
47	1,100 SQ FT	1	17
48	1,100 SQ FT	1	17
49	1,100 SQ FT	1	17
50	1,100 SQ FT	1	17
51	1,100 SQ FT	1	17
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56	1,100 SQ FT	1	17
57	1,100 SQ FT	1	17
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64	1,100 SQ FT	1	17
65	1,100 SQ FT	1	17
66	1,100 SQ FT	1	17
67	1,100 SQ FT	1	17
68	1,100 SQ FT	1	17
69	1,100 SQ FT	1	17
70	1,100 SQ FT	1	17
71	1,100 SQ FT	1	17
72	1,100 SQ FT	1	17
73	1,100 SQ FT	1	17
74	1,100 SQ FT	1	17
75	1,100 SQ FT	1	17
76	1,100 SQ FT	1	17
77	1,100 SQ FT	1	17
78	1,100 SQ FT	1	17
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83	1,100 SQ FT	1	17
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87	1,100 SQ FT	1	17
88	1,100 SQ FT	1	17
89	1,100 SQ FT	1	17
90	1,100 SQ FT	1	17
91	1,100 SQ FT	1	17
92	1,100 SQ FT	1	17
93	1,100 SQ FT	1	17
94	1,100 SQ FT	1	17
95	1,100 SQ FT	1	17
96	1,100 SQ FT	1	17
97	1,100 SQ FT	1	17
98	1,100 SQ FT	1	17
99	1,100 SQ FT	1	17
100	1,100 SQ FT	1	17

TOWNHOUSE LOT AREAS

LOT	AREA
LOT 59	2390 SQ FT @ 0.05 AC
LOT 60	1980 SQ FT @ 0.04 AC
LOT 61	1890 SQ FT @ 0.04 AC
LOT 62	2728 SQ FT @ 0.06 AC
LOT 63	2808 SQ FT @ 0.06 AC
LOT 64	2420 SQ FT @ 0.05 AC
LOT 65	2420 SQ FT @ 0.05 AC
LOT 66	2447 SQ FT @ 0.05 AC

PHASE II - AREA C
APARTMENT SITE - 385,256 SQ FT @ 8.156 AC
TOWNHOUSE SITE - 21,754 SQ FT @ 0.499 AC
GROSS AREA - 377,010 SQ FT @ 8.655 AC
LESS DEDICATION TO TENNESSEE ST. - 4083.50 SQ FT @ 0.094 AC
NET AREA - 372,927 SQ FT @ 8.561 AC

PLANNED UNIT DEVELOPMENT PD 89-374
WARD 02, BLOCK 03, PARCEL 07C
MAP 01 8000 S.F. PARCEL PD
PHASE II, AREA C - 377,010 SQ FT @ 8.655 AC
MAP 16 1881 8.101
PLANNING AREA 11, UNIT 1 - 1,000' ZONE

FINAL PLAN
SOUTH BLUFFS PD
PHASE II
Developer/Owner:
THE SOUTH BLUFFS PD, INC. (A CORP.)
1100 GARDNER WOODMERE, MEMPHIS, TN 38117
INCORPORATION AND FILED: 08-11

DESIGNER:
ROBERT A. HARRISON ARCHITECT
3910 CANTON LANE, MEMPHIS, TENNESSEE 38117
TEL: (901) 522-1100
PROJECT NUMBER: 100-10000000

DESCRIPTION OF FINAL PLAN:
REVISION: 1.0
TOTAL NUMBER OF DWELLING UNITS INCLUDING THIS PHASE: 100
100 DWELLING UNITS INCLUDING THIS PHASE: 100

MEMPHIS CENTER CITY REVENUE FINANCE CORP.
1000 N. GARDNER WOODMERE, MEMPHIS, TN 38117
TEL: (901) 522-1100

DATE: JUL 4 1961
TIME: 4:15 PM
BY: [Signature]

McCARROLL ENGINEERING
5488 WINCHESTER SUITE 2
MEMPHIS, TENNESSEE
901-360-1801

DEVELOPER: SOUTH BLUFFS DEVELOPMENT ASSOCIATES
GENERAL PARTNER:
H. T. DEVCO
85 UNION AVENUE
MEMPHIS, TENNESSEE

FINAL PLAN
PHASE III, AREA A
A PLANNED UNIT DEVELOPMENT
100 YEAR FLOOD ELEVATION - 231.25
(FROM PANEL # 47037 000C) WARD 02, BLOCK 43, PARCEL 03

OUTLINE PLAN
CONDITIONS

REVISIONS
SOUTH BLUFF P.D.
P. D. #91-330
(FORMERLY P. D. #69-318)

REAVES & SNEYDY, INC.
5118 PARK AVE. SUITE 400
MEMPHIS, TENNESSEE 38117

1. Final plan shall be filed with city...
2. The final plan shall include the following:
A. The outline plan conditions.
B. A detailed subdivision...
C. The street layout and dimensions...
D. The location and generally...
E. A statement...
F. A statement...
G. The 100 year flood elevation.

Respective Commission and similar documents are private in scope and not subject to governmental approval or enforcement.

- VIII. Drainage
1. All drainage plans to be submitted to City Engineer for review.
2. An overall drainage plan for the entire site shall be submitted to the City Engineer prior to approval of the subdivision...
3. Drainage improvements to be provided...
4. Drainage improvements shall include...
5. Design of the storm water...
6. The location and generally...
7. A statement...
8. The 100 year flood elevation.

Respective Commission and similar documents are private in scope and not subject to governmental approval or enforcement.

- VII. Signs
1. Sign size, location and erection shall be determined at the time of the final plan review.
2. Portable and temporary signs shall not be permitted.
3. Off-premise advertising signs shall not be permitted.

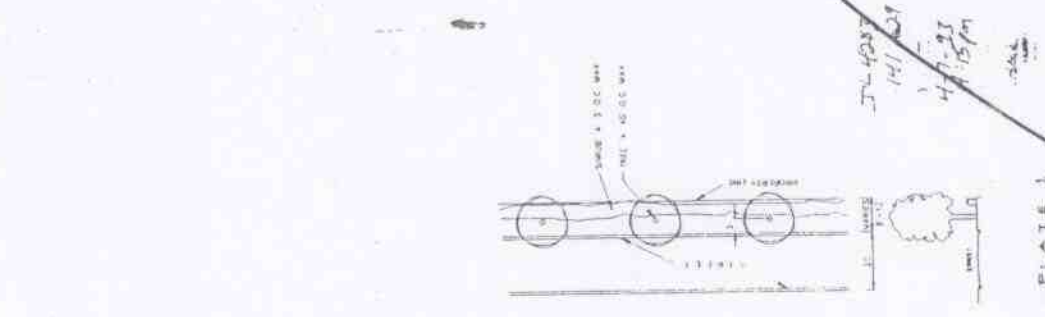
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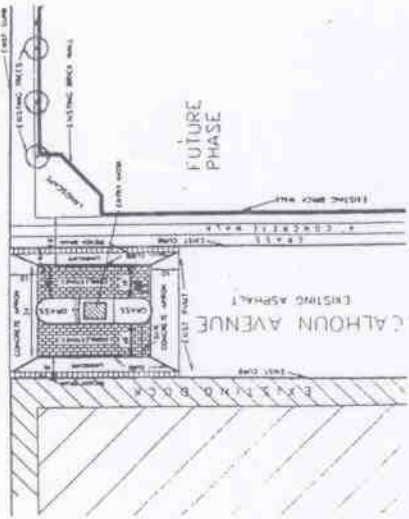
1. The location, elevation and slope of all buildings, structures and parking areas.
2. The location of streets and private drives.
3. The location of pedestrian systems.
4. The location and use of open spaces.
5. Internal and perimeter landscaping.
6. Building elevation considerations.
7. The location, height and type of exterior lighting fixtures.
8. Lot lines, the number of dwelling units, building floor area and other appropriate information.
9. Location of automatic detention facilities.
10. Drainage data as required by the City Engineer.
11. The site plan shall be reviewed based upon the following criteria:
1. Conformance with the outline plan conditions.
2. Conformance with the standards and criteria for site-planned developments contained in Sections 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11, 19.12, 19.13, 19.14, 19.15, 19.16, 19.17, 19.18, 19.19, 19.20, 19.21, 19.22, 19.23, 19.24, 19.25, 19.26, 19.27, 19.28, 19.29, 19.30, 19.31, 19.32, 19.33, 19.34, 19.35, 19.36, 19.37, 19.38, 19.39, 19.40, 19.41, 19.42, 19.43, 19.44, 19.45, 19.46, 19.47, 19.48, 19.49, 19.50, 19.51, 19.52, 19.53, 19.54, 19.55, 19.56, 19.57, 19.58, 19.59, 19.60, 19.61, 19.62, 19.63, 19.64, 19.65, 19.66, 19.67, 19.68, 19.69, 19.70, 19.71, 19.72, 19.73, 19.74, 19.75, 19.76, 19.77, 19.78, 19.79, 19.80, 19.81, 19.82, 19.83, 19.84, 19.85, 19.86, 19.87, 19.88, 19.89, 19.90, 19.91, 19.92, 19.93, 19.94, 19.95, 19.96, 19.97, 19.98, 19.99, 20.00.
3. The provisions for the responsible public access to the site shall be determined by the City Engineer.
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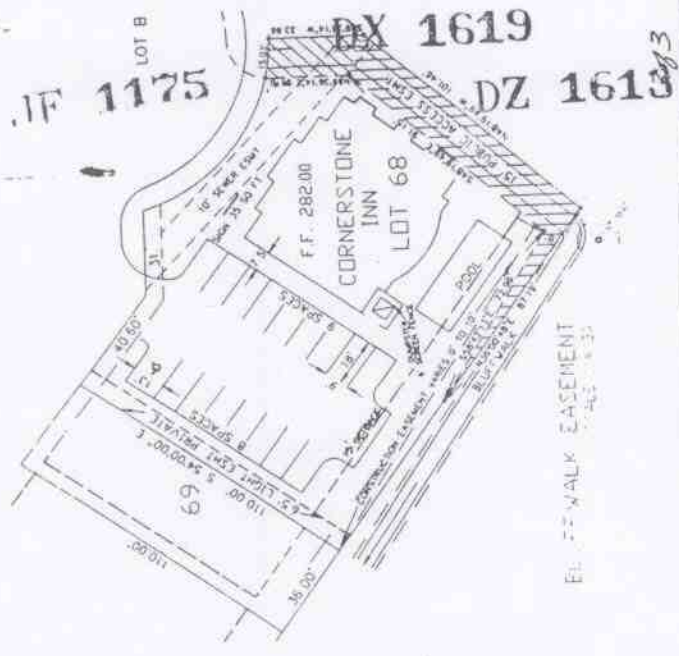
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3. The provisions for the responsible public access to the site shall be determined by the City Engineer.
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5. The provisions for the responsible public access to the site shall be determined by the City Engineer.
6. The provisions for the responsible public access to the site shall be determined by the City Engineer.
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9. The provisions for the responsible public access to the site shall be determined by the City Engineer.
10. The provisions for the responsible public access to the site shall be determined by the City Engineer.

1. The location, elevation and slope of all buildings, structures and parking areas.
2. The location of streets and private drives.
3. The location of pedestrian systems.
4. The location and use of open spaces.
5. Internal and perimeter landscaping.
6. Building elevation considerations.
7. The location, height and type of exterior lighting fixtures.
8. Lot lines, the number of dwelling units, building floor area and other appropriate information.
9. Location of automatic detention facilities.
10. Drainage data as required by the City Engineer.
11. The site plan shall be reviewed based upon the following criteria:
1. Conformance with the outline plan conditions.
2. Conformance with the standards and criteria for site-planned developments contained in Sections 19.2, 19.3, 19.4, 19.5, 19.6, 19.7, 19.8, 19.9, 19.10, 19.11, 19.12, 19.13, 19.14, 19.15, 19.16, 19.17, 19.18, 19.19, 19.20, 19.21, 19.22, 19.23, 19.24, 19.25, 19.26, 19.27, 19.28, 19.29, 19.30, 19.31, 19.32, 19.33, 19.34, 19.35, 19.36, 19.37, 19.38, 19.39, 19.40, 19.41, 19.42, 19.43, 19.44, 19.45, 19.46, 19.47, 19.48, 19.49, 19.50, 19.51, 19.52, 19.53, 19.54, 19.55, 19.56, 19.57, 19.58, 19.59, 19.60, 19.61, 19.62, 19.63, 19.64, 19.65, 19.66, 19.67, 19.68, 19.69, 19.70, 19.71, 19.72, 19.73, 19.74, 19.75, 19.76, 19.77, 19.78, 19.79, 19.80, 19.81, 19.82, 19.83, 19.84, 19.85, 19.86, 19.87, 19.88, 19.89, 19.90, 19.91, 19.92, 19.93, 19.94, 19.95, 19.96, 19.97, 19.98, 19.99, 20.00.
3. The provisions for the responsible public access to the site shall be determined by the City Engineer.
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TENNESSEE STREET



DETAIL AT ENTRY Kiosk



MGASKILL ENGINEERING
5489 WINCHESTER SUITE 2
MEMPHIS, TENNESSEE
901-380-1801

DEVELOPER: SOUTH BLUFFS
DEVELOPMENT ASSOCIATES
MANAGING GENERAL PARTNER:
H. T. DEVCO
85 UNION AVENUE
MEMPHIS, TENNESSEE

FINAL PLAN
PHASE III, AREA A
A PLANNED UNIT DEVELOPMENT
100 YEAR FLOOD ELEVATION = 231.25
30 LOTS AREA * 44 ACRES
(FROM PARCEL # 470177.0003C) WARD 02, BLOCK 81, PARCEL 23

OUTLINE PLAN
CONDITIONS and
CERTIFICATIONS
PHASE B AREA A, 4+ ACRES

SOUTH BLUFF P.D.
P. D. #91-330
(FORMERLY P. D. #89-318)

REVISIONS
REAVES & SWEENEY, INC.
5118 PARK AVE. SUITE 400
MEMPHIS, TENNESSEE 38117
901-781-7018

OWNER'S CERTIFICATIONS
I, Henry B. Taylor, Jr., President of S. T. Devco, Managing General Partner of South Bluffs Development Associates, the owner of the above described property, do hereby certify that the information herein is true and correct, and that I am duly qualified to execute this instrument. I further certify that the information herein is true and correct, and that I am duly qualified to execute this instrument. I further certify that the information herein is true and correct, and that I am duly qualified to execute this instrument.

STATE OF TENNESSEE
COUNTY OF SHELBY
I, Henry B. Taylor, Jr., President of S. T. Devco, Managing General Partner of South Bluffs Development Associates, the owner of the above described property, do hereby certify that the information herein is true and correct, and that I am duly qualified to execute this instrument.

Notary Public Cynthia R. Hitt
2/13/93
NOTARY SEAL
CYNTHIA R. HITT
NOTARY PUBLIC
SHELBY COUNTY, TENNESSEE

OFFICE OF PLANNING AND DEVELOPMENT
I, Henry B. Taylor, Jr., President of S. T. Devco, Managing General Partner of South Bluffs Development Associates, the owner of the above described property, do hereby certify that the information herein is true and correct, and that I am duly qualified to execute this instrument.

MANAGERIAL CERTIFICATIONS
I, Henry B. Taylor, Jr., President of S. T. Devco, Managing General Partner of South Bluffs Development Associates, the owner of the above described property, do hereby certify that the information herein is true and correct, and that I am duly qualified to execute this instrument.

PROFESSIONAL CERTIFICATIONS
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STATE OF TENNESSEE
COUNTY OF SHELBY
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NOTARY PUBLIC
I, Henry B. Taylor, Jr., President of S. T. Devco, Managing General Partner of South Bluffs Development Associates, the owner of the above described property, do hereby certify that the information herein is true and correct, and that I am duly qualified to execute this instrument.

NOTICE
This notice is given to all persons who have an interest in the above described property, and to all persons who are affected by the proposed development. It is hereby notified that the information herein is true and correct, and that I am duly qualified to execute this instrument.

STATE OF TENNESSEE
COUNTY OF SHELBY
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STATE OF TENNESSEE
COUNTY OF SHELBY
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NOTARY PUBLIC
I, Henry B. Taylor, Jr., President of S. T. Devco, Managing General Partner of South Bluffs Development Associates, the owner of the above described property, do hereby certify that the information herein is true and correct, and that I am duly qualified to execute this instrument.

Stamp area containing a 'REGISTER OF DEEDS' stamp dated 93 OCT 8 PM 2:06, a 'STATE OF TENNESSEE SHELBY COUNTY GUY B. BATES REGISTER' stamp, and a 'REVISIONS' stamp. It also includes a 'NOTARY PUBLIC' stamp and a 'PROFESSIONAL CERTIFICATIONS' stamp.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the day and year first above written.

THE SOUTH BLUFFS, a joint venture consisting of:

H. T. Devco, Inc., a Tennessee corporation, joint venturer

By: [Signature]

Title: Managing President

By: R & D PROPERTIES, INC., a Tennessee Corporation, joint Venturer

By: George P. [Signature]

Title: President

By: BELZ/SOUTH BLUFFS, INC., a Tennessee Corporation, joint venturer

By: [Signature]

Title: V.P.

[Signature]
Jack Streete

[Signature]
Gail Patterson Corrington-Streete

T. J. Oden

Eija Oden
[Signature]
Douglas C. Lemmon

DX 1619

STATE OF TENNESSEE
COUNTY SHELBY

On this 16th day of June, 1993,
personally appeared Jack Streete, to me know (or proved to me on
the basis of satisfactory evidence) to be the person described in
and who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

Cynthia R. Mc
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 16th day of June, 1993,
personally appeared Gail Patterson Corrington-Streete, to me know
(or proved to me on the basis of satisfactory evidence) to be the
person described in and who executed the foregoing instrument, and
acknowledged that she executed the same as her free act and deed.

Cynthia R. Mc
Notary Public

My commission expires:
2/15/95

COMMONWEALTH OF VIRGINIA
COUNTY OF _____

On this _____ day of _____, 19____,
personally appeared T. J. Oden, to me know (or proved to me on the
basis of satisfactory evidence) to be the person described in and
who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.

Notary Public

My commission expires:

COMMONWEALTH OF VIRGINIA
COUNTY OF _____

On this _____ day of _____, 19____,
personally appeared Eija Oden, to me know (or proved to me on the
basis of satisfactory evidence) to be the person described in and
who executed the foregoing instrument, and acknowledged that she
executed the same as her free act and deed.

Notary Public

My commission expires:

STATE OF TENNESSEE
COUNTY SHELBY

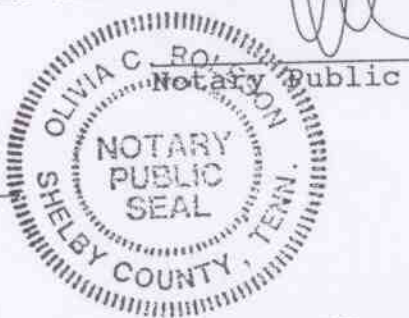
On this 30th day of June, 1993,
personally appeared Douglas C. Lemmon, to me know (or proved to me
on the basis of satisfactory evidence) to be the person described
in and who executed the foregoing instrument, and acknowledged that
he executed the same as his free act and deed.

Cynthia R M
Notary Public

My commission expires:
2/15/95

STATE OF TENNESSEE
COUNTY SHELBY

On this 14th day of April, 1993,
personally appeared Kevin G. Kane, to me know (or proved to me on
the basis of satisfactory evidence) to be the person described in
and who executed the foregoing instrument, and acknowledged that he
executed the same as his free act and deed.



My Commission Expires February 27, 1996

DZ1613 6

SHELBY COUNTY
REGISTER OF DEEDS

93 NOV 12 PM 3:05

My commission expires: DZ 1613

No.	
D/C	<u>D</u> DR# <u>6</u>
Pgs.	<u>18</u> itm. <u> </u>
Val.	<u> </u>
STATE TAX	<u> </u>
REGISTER'S FEE	<u> </u>
RECORDING FEE	<u>72.00</u>
WT [] APP FEE	<u> </u>
TOT.	<u> </u>
S.	<u> </u>

prepared By: Mike Williams
EVAN + PETER
81 Monroe
Memphis TN 38103

JF 1176 D
FW 3250
10

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SOUTH BLUFFS HOMEOWNERS ASSOCIATION, INC.

This Second Amendment made on this 14th day of May, 1996, by THE SOUTH BLUFFS, a joint venture consisting of H. T. Devco, Inc., a Tennessee corporation, R & D Properties, Inc., a Tennessee corporation, and Belz/South Bluffs, Inc., a Tennessee corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the developer of certain Property in Shelby County, Tennessee which is subject to the Declaration of Covenants, Conditions and Restrictions of South Bluffs Homeowners Association, Inc., of record as Instrument No. BS 5626 and the First Amendment thereto of record as Instrument No. DX 1619, re-recorded as Instrument No. DZ 1613, all in the Register's Office of Shelby County, Tennessee, "the Declaration"; and

WHEREAS, Declarant, pursuant to its rights and powers set forth in the Declaration has now developed an additional portion of the Property and has filed Final Plans of said Property which refer to the additional Property as Phases 4 and 5 of South Bluffs Planned Development, which Final Plans are of record as Instrument No. EU 2117 in Plat Book 148, Page 56 and Instrument FB 4418 in Plat Book 151, Page 1, respectively in the Register's Office of Shelby County, Tennessee. The Property shown thereon shall be governed by and subject to the Declaration. Copies of the Final Plans of Phases 4 and 5 are attached hereto as Exhibits A and B, respectively; and

WHEREAS, Declarant desires to amend the Declaration by revising the schedule of assessments as reflected on Exhibit C hereto and revising the minimum square footage requirements as reflected on Exhibit D hereto; and

WHEREAS, the Declaration provides that it can be amended by Property Owners, including Declarant, holding sixty-seven percent (67%) of the total votes allocated to the Homeowners Association, except that any Amendment changing the assessment applicable to a Lot shall be approved by the Owner of the Lot; and

WHEREAS, the undersigned, including Declarant, constitute in excess of sixty-seven percent (67%) of the Property Owners and all of the Owners of Lots affected by this Amendment.

NOW, THEREFORE, Declarant and the undersigned affected Lot Owners hereby amend the Declaration in accordance with the provisions set forth hereinabove.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment as of the day and year first above written.

This document is being re-recorded to correctly reflect the Declarant as South Bluffs Development Associates, a Tennessee General Partnership rather than The South Bluffs, a Joint Venture.

THE SOUTH BLUFFS, a joint venture consisting of:

H. T. Devco, Inc., a Tennessee corporation, Joint Venturer

By: [Signature]
Title: President

By: R & D PROPERTIES, INC., a Tennessee corporation,
Joint Venturer

By: George Polak

Title: President

By: BELZ/SOUTH BLUFFS, INC., a Tennessee corporation,
Joint Venturer

By: Joseph

Title: Vice

Kevin P. Grauer
KEVIN GRAUER

Gail H. Grauer
GAIL GRAUER

George T. Lewis, III
GEORGE T. LEWIS, III

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Henry M. Turley, Jr., with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of H.T. Devco, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by H.T. Devco, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such President of H.T. Devco, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of H.T. Devco, Inc. by signing the name of H.T. Devco, Inc.

WITNESS my hand and seal, at office, in Memphis, Tennessee, this 29 day of August, 1995.

My Commission Expires:
9-25-95

Brenda Williams
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared George Potter, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the president of R & D Properties, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by R & D Properties, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such president of R & D Properties, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of R & D Properties, Inc. by signing the name of R & D Properties, Inc.

WITNESS my hand and seal, at office, in Memphis, Tennessee, this 20 day of September, 1995.

My Commission Expires:
10-10-95

Elizabeth S. Stokes
NOTARY PUBLIC

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Jimmy D. Williams, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Vice President of Belz/South Bluffs, Inc. as a joint venturer of The South Bluffs Joint Venture and that such instrument was executed by Belz/South Bluffs, Inc. as a joint venturer of The South Bluffs Joint Venture and that he as such Vice President of Belz/South Bluffs, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of Belz/South Bluffs, Inc. by signing the name of Belz/South Bluffs, Inc.

WITNESS my hand and seal, at office, in Memphis, Tennessee, this 18th day of October, 1995.



Louise T. Adcock
NOTARY PUBLIC

My Commission Expires:
6-8-99

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 14 day of May, 1996, personally appeared KEVIN GRAUER and GAIL GRAUER to me known (or proved to me on the basis of satisfactory evidence) to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



Brent William
NOTARY PUBLIC

My Commission Expires:
9.14.99

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 27 day of November, 1995, personally appeared GEORGE T. LEWIS, III, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

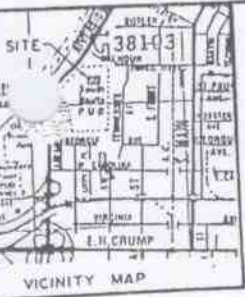
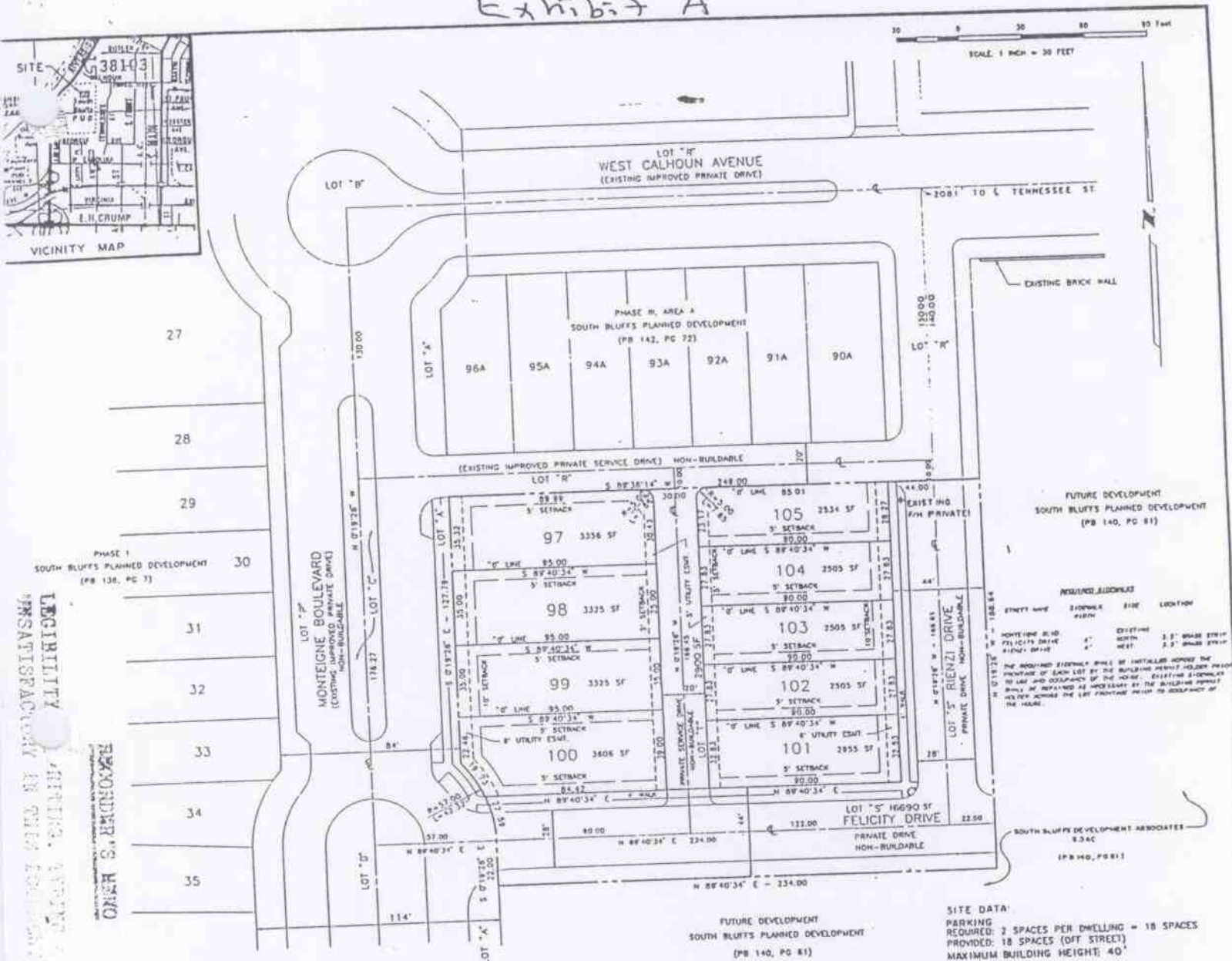


Brent William
NOTARY PUBLIC

My Commission Expires:
9.14.99

mcw/sg/sbluffs/second

EXHIBIT A



LEGIBILITY
 RECORDED
 S. HENCO

DISPOSITION OF FINAL PLANS

PHASE I PB 138, PG 7	54 DWELLING UNITS
PHASE II PB 134, PG 8	109 DWELLING UNITS
PHASE III PB 142, PG 22	27 DWELLING UNITS 12 HOTEL ROOMS
PHASE IV	9 DWELLING UNITS
TOTAL	301 DWELLING UNITS 12 HOTEL ROOMS
MAXIMUM ALLOWED	575 DWELLING UNITS 200 HOTEL ROOMS

There is hereby imposed upon lots 98 through 100 and lots 102 through 105, a perpetual easement for the support, construction, reconstruction and maintenance of the sewer line and all of the improvements constructed on the adjacent property. To the extent that the buildings are attached, there is further imposed an easement upon the adjacent property for the attachment, support and maintenance of the adjacent building improvements. To the extent that buildings improvements such as footings, foundations, etc., may encroach on the adjacent property, there is hereby imposed upon the adjacent property an easement for the purpose of permitting such encroachment to be maintained provided, however, that in no event shall any easement for underground footings or foundations encroachments exceed ten (10) feet into the servient lot. The exercise of the easements under this article must not result in damage or injury to the improvements of another party and must not unreasonably interfere with or interrupt the use and enjoyment of the adjacent property. Additionally, the owner of the lot benefiting from such easement shall, at his sole expense, promptly repair, replace or restore any and all improvements which may be damaged by the lot owner in the exercise of the easement rights granted hereunder. The owner of the servient lot shall be held harmless from all loss liability, cost or expense incurred in connection with the exercise of the easement rights hereunder unless occasioned by the owner's act of negligence or intentional misconduct.

Concrete porches and decks can project to the property line opposite the "servient lot".

Wood porches and decks may project to within 3 feet of the property line opposite the "servient lot".

SITE DATA:
 PARKING REQUIRED: 2 SPACES PER DWELLING = 18 SPACES
 PROVIDED: 18 SPACES (OFF STREET)
 MAXIMUM BUILDING HEIGHT: 40'

PRIVATE DRIVES INDICATED ON PLAN AS LOTS 'S' B' ARE DESIGNATED AS NON-BUILDABLE AND ARE HEREBY CONVEYED TO THE HOMEOWNERS ASSOCIATION FOR THE PURPOSE OF OWNERSHIP AND MAINTENANCE OF THESE ELEMENTS.

PRIVATE DRIVES INDICATED ON PLAN AS LOTS 'S' B' ARE DESIGNATED AS UTILITY EASEMENTS AND ARE HEREBY RESERVED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES.

Surveyor's Certificate
 I hereby certify that this is a survey of a portion of the land of the State of Tennessee and that the title of this plan has been prepared by me or under my supervision and conforms with applicable laws and the specific conditions imposed on this development, used hereinafter in accordance with the provisions of the laws of the State of Tennessee relating to the provisions of surveying.

September 14, 1994



City's Certificate
 I hereby certify that this plan is true and correct, in accordance with the design requirements of the zoning ordinance, the subdivision ordinance and the specific conditions imposed on this development, used hereinafter in accordance with the provisions of the laws of the State of Tennessee relating to the provisions of surveying.

September 14, 1994



Office of Planning and Development Certificate
 This plan was approved by the Shelby County Land Use Control Board on 10/28/94. Approved by the Memphis City Council on 10/28/94.

By: *Christie Buchanan* Date: 11/14/94
 City of Memphis
 Office of Planning & Development

PL 4474

THIS PHASE IV FINAL SITE PLAN WAS APPROVED BY THE LAND USE CONTROL BOARD ON SEPTEMBER 8, 1994.

O.P.D. CASE NO. P.D. 81-390, V. 1
 SHEET 1 OF 2
 FINAL PLAN
 SOUTH BLUFFS P.D.
 PHASE IV, PART OF AREA A
 WARD 2, BLOCK 84, PARCEL 3

OWNER/DEVELOPER: SOUTH BLUFFS DEVELOPMENT ASSOCIATES
 ENGINEER/SURVEYOR: DAVID W. WILEM CONSULTING ENGINEERS
 2142 NELSON AVENUE
 MEMPHIS, TENNESSEE 38104

NO. OF LOTS: 9
 AREA: 1.061 ACRES
 DATE: SEPTEMBER 14, 1994
 BEARINGS ARE RELATIVE

PROPERTY NOT LOCATED IN A FLOOD HAZARD AREA.
 100 YEAR FLOOD ELEVATION=331.2' PER F.I.R.M. COMMUNITY PANEL NUMBER 470177 0030 C, DATED AUGUST 18, 1985

Amplified

REVISED

OUTLINE PLAN CONDITIONS P.D. 91-330

- 1. Use Permitted
Area A - Any use permitted or prohibited by administrative plan rules...
Area B and C - Single family detached, attached, and two family detached...

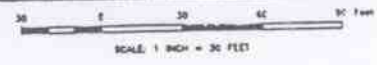
- 8. Parking lots and garages shall be constructed with Plate 4-2 or an equivalent structure...
9. Landscaping, Open Spaces, and Lighting
A. Internal Landscaping shall consist of a minimum of 5% of the lot area...

- 10. The outline plan shall be submitted to the Planning Commission and recommended to the Office of Planning and Development...
11. The outline plan shall be submitted at least twenty days prior to Land Use Control Board meeting and shall include the following:

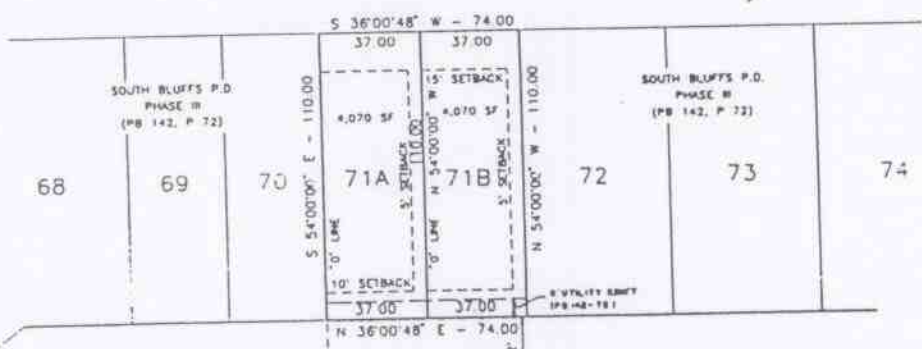
OWNER'S CERTIFICATE
I, Henry M. Turley, Jr., President of H.L. Davis, Managing General Partner of South Bluffs Development Associates, Inc., hereby certify that the above plan of development and plat of the streets, rights-of-way and general subdivisions herein are for public use...

O.P.D. CASE NO. P.D. 91-330
SHEET 2 OF 2
FINAL PLAN
SOUTH BLUFFS P.D.
PHASE IV, PART OF AREA D
WARD 2, BLOCK 84, PAVEL 7
OWNER/DEVELOPER: SOUTH BLUFFS DEVELOPMENT ASSOCIATES
ENGINEER/SURVEYOR: DAVID W. MILEM CONSULTING ENGINEERS
2142 NELSON AVENUE
MEMPHIS, TENNESSEE 38104
NO. OF LOTS: 9
AREA: 1.080 ACRES
DATE: SEPTEMBER 14, 1994
BEARINGS ARE RELATIVE
PROPERTY NOT LOCATED IN A FLOOD HAZARD AREA
100 YEAR FLOOD ELEVATION=231.2' PER F.I.R.M. COMMUNITY
PAHEL NUMBER 470177 0030 C, DATED AUGUST 18, 1985

Exhibit B



CITY OF MEMPHIS



MONTEIGNE BOULEVARD (EXISTING AND IMPROVED PRIVATE DRIVE LOT "M", SOUTH BLUFFS P.D., PHASE III (PB 142, P. 72) SOUTH BLUFFS DEVELOPMENT ASSOCIATES)

WEST CALHOUN AVENUE (EXISTING AND IMPROVED PRIVATE DRIVE)
 TENNESSEE STREET
 49' 11" TO C.

SITE DATA:
 PARKING REQUIRED: 2 SPACES PER DWELLING - 4 SPACES PROVIDED: 4 SPACES (OFF STREET)
 MAXIMUM BUILDING HEIGHT: 40'

DISPOSITION OF FINAL PLANS

PHASE I	PB 138, PG 7	38 DWELLING UNITS
PHASE II	PB 138, PG 8	209 DWELLING UNITS 12 HOTEL ROOMS
PHASE III	PB 142, PG 72	28 DWELLING UNITS 12 HOTEL ROOMS
PHASE IV	PB 148, PG 58	9 DWELLING UNITS
PHASE V		1 ALTERNATE LANE AND UNIT
TOTAL		305 DWELLING UNITS 12 HOTEL ROOMS
MAXIMUM ALLOWED		575 DWELLING UNITS 200 HOTEL ROOMS

Surveyor's Certificate
 I hereby certify that this is a category 1 survey, and that the ratio of precision of the unadjusted survey is 1/10,000 or greater, that the plot has been prepared by me or under my immediate supervision and conforms with Tennessee state laws and local zoning ordinances, Subdivision Regulations and the specific conditions imposed on the development relating to the practice of surveying.
 Date: January 19, 1995
 David W. Miley

"This final site plan for Phase V was approved by the Land Use Control Board on January 12, 1995 with no supplemental conditions."

O.P.D. CASE NO. P.D. 91-330
 SHEET 1 OF 2
FINAL PLAN
SOUTH BLUFFS P.D.
 PHASE V, PART OF AREA A
 WARD 2, BLOCK 83, PARCEL 4

DEVELOPER: SOUTH BLUFFS DEVELOPMENT ASSOCIATES
 ENGINEER/SURVEYOR: DAVID W. MILEY CONSULTING ENGINEERS
 2142 NELSON AVENUE
 MEMPHIS, TENNESSEE 38104

Engineer's Certificate
 I hereby certify that this plan is true and correct, is in conformity with the design requirements of the Zoning Ordinance, the Subdivision Regulations and the specific conditions imposed on this development. I have also taken account of applicable federal, state and local laws, rules and regulations.
 Date: January 19, 1995
 David W. Miley

Office of Planning and Development Certificate
 This plot was approved by the Shelby County Land Use Control Board on 1/12/95 Approved by the Memphis City Council on 1/12/95
 By: David W. Miley Date: 1/12/95
 Director of Planning & Development

NO. OF LOTS: 2
 AREA: 8,140 SF
 DATE: JANUARY 19, 1995
 BEARINGS ARE RELATIVE

PROPERTY NOT LOCATED IN A FLOOD HAZARD AREA
 100 YEAR FLOOD ELEVATION=231' 2" PER FIRM 13002-01
 PANEL NUMBER 41177 0030 D, DATED AUGUST 19, 1987

Handwritten note: All property that was...
 1/19/95

PROPERTY OF SOUTH BLUFFS DEVELOPMENT ASSOCIATES
 DEVELOPMENT TO BE CONDUCTED IN ACCORDANCE WITH THE
 SUBDIVISION REGULATIONS AND ZONING ORDINANCES OF THE CITY OF MEMPHIS.
 REPRODUCED.

OUTLINE PLAN CONDITIONS P.D. 81-330

Area A - Any use permitted or prohibited by comprehensive city plan review in the Planned Commercial (C-2) District shall be as follows:

- Office buildings
Retail stores
Multi-family residential
Single family detached, attached and two family residential
Multi-family and residential townhouses
Dining establishments
Pharmacies

Maximum Density
A. Maximum number of dwelling units - 575
B. Maximum number of Commercial floor area - 44,500 square feet
C. Maximum number of total rooms/ten - 300

- Building location - Buildings shall be sited and designed to permit reasonable views of the bluff for the properties to the west.
Height
1. Area A - 5 stories
2. Area B - 18 stories
3. Area C - 5 stories
4. Area D and E - 10 feet
Minimum setbacks from George Avenue, Colburn Avenue, Butler Avenue and Tennessee Street shall be 15 feet.
Minimum setbacks from private streets in Areas B, C and D shall be 10 feet.
Minimum setbacks from private streets in Area A shall be 7 feet.
Minimum setbacks in Area E shall be 10 feet.
Loading docks shall not be located further than 35 feet from the west property line of Memphis Incentive Company.

- Access and Circulation
A. Minimum private street right-of-way widths shall be as follows:
1. Street A - 50 feet
2. Street B - 50 feet
3. Street C - 30 feet
4. Street D - 24 feet
5. Street E - 18 feet
6. Street F - 18 feet
7. Street G - 24 feet
All internal streets and drives are to be privately owned and maintained.
Private approved names for all new streets on the outline plan.
Setbacks 45 feet from the centerline of Riverside Drive in accordance with T.O.D. Plans and pay for in lieu of construction only where property line abuts Riverside Drive.
Setbacks 34 feet from centerline of Tennessee Street and George Avenue and private both sides to full width (18 feet of pavement) with curbs, gutters and sidewalks. Tennessee Street alignment to be surveyed by the City Engineer.
No private service drives (Streets A and F) located at the rear of lots for secondary access with a minimum of 18 feet wide.
The design and location of such lots to be approved by the City Engineer.
If the proposed access from Riverside Drive permitting entrance only by right turn only is constructed, it shall be designed and graded feature satisfactory to the City Engineer which will ensure no traffic will be capable of exiting the site or entering the site by left turn on this access.
The developer shall construct a pedestrian lane on Riverside Drive adjacent to the City Engineer to serve the right turn only entrance.
The connection between Colburn Avenue and the private drive system must clearly establish a physical separation between public and private roadways such as curbs, sidewalks, and gates, pavement features and the like are insufficient in providing differentiation. Similar separations are needed at Butler Avenue and at the termination of the proposed streets of Chester Street.
Private on-street/egress easement to accommodate the proposed access from George Avenue to Memphis Incentive.

- Parking
Parking shall be provided in accordance with Section 20 of the zoning Ordinance with the following exceptions:
A. Single Family Detached - one space per dwelling unit.
B. Garden Apartments and Townhouses - 1.75 spaces per dwelling unit.
C. High-Rise Multi-Family - one space per dwelling unit.
D. Ten-Story - one space per room.
E. Retail and personal service uses with less than 4,000 square feet of gross floor area - one (1) space for each 4,000 square feet floor area.
F. Office, bank, financial center with less than 4,000 square feet of gross floor area - one (1) space for each 600 square feet of floor area.
G. Other retail, personal services, office, bank and financial services - one (1) space for each 300 square feet of floor area.
Restaurants - one (1) space for each 200 square feet of floor area.
Landscaping, Open Space, and Lighting
A. Internal Landscaping shall consist of a minimum of the (3) percent of building and pavement area exclusive of pedestrian pathway landscaping and shall contained in the street medians or street right-of-way.

- Parting lots and garages shall be landscaped with Plant A-1 or an equivalent shrubbery approved by the Office of Planning and Development.
Equivalent landscaping may be substituted for that required above, subject to the approval of the Office of Planning and Development.
A landscape plan shall be submitted to the Office of Planning and Development before final plan approval demonstrating the existing trees that are to be removed along the bluff's face to provide for the visual barriers oriented toward the Mississippi River.
No required landscaping and screening shall be provided exclusive of any areas enumerated by ordinance and shall not conflict with any easements including easements and not conflict with any easements including easements and not conflict with any easements including easements.
Public walkways shall be completely removed from the site with a 10' foot wide gravel base of wood or brick or other approved materials.
All exterior wall sections shall be clearly associated with and include in the final plan or phases or areas of development to ensure an orderly and timely construction of such areas improvements consistent with development of the site.
The historic bridge from Riverside Street shall be removed and used elsewhere on the site as part of the public street/pedestrian system or public recreation facility/amenity as per approved by the Office of Planning and Development.
Lighting shall be directed so as not to glare onto adjacent property.
A 6' offset (15) feet wide pedestrian/bike system shall be provided and increased between the north end of Area C and the southern terminus of commercial area A east of the development along the west of the bluff.
A public park shall be dedicated, and improved to a specific standard, of the western terminus of Butler Avenue and contain approximately 18,000 square feet in area.
The pedestrian/bike system shall be permitted through the development to connect with a proposed pedestrian bridge over Riverside Drive.
The pedestrian/bike system shall be open for public access but may be closed by the development team due to down.
The pedestrian/bike system shall be clearly marked with more identifying continuous public access for a pedestrian walkway/bikeway than the pedestrian bridge over Riverside Drive is constructed.
Provide a 3 foot wide pedestrian/bike between Tennessee Street and the public pedestrian/bike system. The public easement shall be shown on any final plan for Area A.
The pedestrian/bike provided for in Condition D above shall be open for public access but may be closed by the development team due to down.

- Signs
A. Sign size, number and location shall be determined at the time of site plan review.
B. Portable and temporary signs shall not be permitted.
C. Off-premise advertising signs shall not be permitted.

- Drainage
A. All drainage plans to be submitted to City Engineer for review.
B. The overall drainage plan for the entire site shall be submitted to the City Engineer prior to approval of the outline/general site plan.
C. Drainage improvements to be provided under contract in accordance with Subdivision Regulations and the City of Memphis Drainage Design Manual.
D. Drainage improvements shall include handling of stormwater (detention, storage and/or over the top of the bluff with needed compensation for stabilization of the bluff and prevention of bluff erosion and deterioration.
E. Design of the storm water conveyance and management facilities for this project shall be in accordance with the "City of Memphis Drainage Design Manual". The manual requires on-site detention of stormwater runoff, generated from this project, which exceeds the capacity of the storm drain system. Drainage calculations shall be performed in accordance with this manual and shall be submitted verifying that adequate non-detention areas have been provided for storm water detention facilities.
F. All drainage conveying on-site shall be private in nature and no public easements will be created.
G. All easements, open areas, lakes, drainage detention facilities, private streets, private easements, and private drives shall be owned and maintained by a private owner's association.
H. The Land Use Control Board may modify the building setback, building height, private street right-of-way cross sections, common area, access, access and circulation patterns, internal land use and density/heights configurations, building patterns and other site design features, parking, landscaping, and sign requirements if substantial alternatives are presented at the time of site plan review. The Board shall not increase the maximum number of dwelling units for the property or the maximum number of commercial and office floor uses for the property.

- Site plan review
A. A site plan shall be submitted for the review, comment and recommendation of the Office of Planning and Development (OPD) and appropriate City and County agencies subject to the approval of the Land Use Control Board prior to approval of any final plan.
B. The site plan shall be submitted to the Land Use Control Board meeting and shall include the following:
1. The location, dimensions and floor area of all buildings, structures and parking areas.
2. The location of streets and private drives.
3. The location of pedestrian systems.
4. The location and use of open spaces.
5. Internal and perimeter landscaping.
6. Building elevation renderings.
7. The location, height and type of exterior lighting fixtures.
8. Lot lines, the number of dwelling units, building foot area and other appropriate information.
9. Location of stormwater detention facilities.
10. Drainage data as required by the City Engineer.
C. The site plan shall be returned based upon the following criteria:
1. Conformance with the outline plan conditions.
2. Conformance to the standards and criteria for mixed-use planned developments contained in Sections 14C and 14E of the zoning Ordinance and the South West Second District Plan.
3. The provisions for the reasonable public access to portions of the bluff in coordination with easement projects to the west with the Office of Planning and Development approved and reasonable public use of the bluff from property to the west.
4. Height and landscaping of buildings with regard to maintenance of visual corridors.
5. The geometry of the street system to accommodate the proposed traffic.
6. The pedestrian walkway/bikeway system will be designed and constructed to provide reasonable access to and along the top of the bluff. The system will be constructed to provide a functional system other structures existing at the site or adjacent.
7. Identification signs for the pedestrian walkway/bikeway shall be consistent with other public walkway/bikeway signs.
D. A final plan shall be filed with the City of Memphis at the time of approval of the outline plan. The Land Use Control Board may grant extensions of the time of the approval.
E. Any final plan shall include the following:
1. A utility plan conditions
2. A standard professional contract as defined by the Subdivision Regulations for any needed public improvements.
3. The exact location and dimensions including height of all buildings or buildings under construction, drives, required landscaping.
4. The number of parking spaces.
5. The location and ownership, whether public or private, of any easement.
6. A statement certifying of common facilities and drives to a property owner's association, or other entity, for ownership and maintenance purposes.
7. The 100 year flood elevation.
H. The following data shall be shown on the final plan of any development requiring on-site storm water detention facilities. The area bounded by "Reserved for Storm Water Detention" shall not be used as a building site or shed without first obtaining written permission from the City or County Engineer. Alternatively, the storm water detention system located in these areas, except for those areas located in a public storage easement, shall be owned and owned or operated by the property owner and / or properly maintained by the property owner. Such maintenance shall be performed so as to ensure that the system operates in accordance with the approved plan on the site. The City/County Engineer's Office. Such maintenance shall include, but not be limited to: removal of accumulation, when debris, debris and trash; mowing, matted growing, and repair of damage structures.
I. Outline P.D. 81-015 and P.D. 85-233 submitted upon approval and recording of this planned development.

DIVISION CERTIFICATE

I, Henry W. Tynes, Jr., President of H. W. Davis, Managing General Partner of South Bluffs Development Associates, Inc., of the County of Shelby, State of Tennessee, do hereby certify that the above described and depicted streets, right-of-way and easements shown for public use herein, I certify that Henry W. Tynes, Jr. is duly authorized to act in this regard, and that said public use is not encumbered by any lease or mortgage which has become due and payable.

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned, a Notary Public in and for the said State and County of Memphis, duly commissioned and qualified, personally appeared Henry W. Tynes, Jr. with whom I am personally acquainted, and who was seen and known to me to be the person at H. W. Davis, Managing General Partner of South Bluffs Development Associates, Inc. of the County of Shelby, the within and above described and depicted streets, right-of-way and easements shown contained in aforesaid instrument, I have carefully read said instrument and offered my personal and my office in Memphis, this 19th day of January, 1995.

Notary Public, Bruce Williams My Commission expires 9-28-98

OPD CASE NO PD 81-330 SHEET 2 OF 2

FINAL PLAN SOUTH BLUFFS P.D. PHASE V, PART OF AREA A WARD 2, BLOCK 83, PARCEL 4

DEVELOPER: SOUTH BLUFFS DEVELOPMENT ASSOCIATES

ENGINEER/SURVEYOR: DAVID W. NILEM CONSULTING ENGINEERS 2142 NELSON AVENUE MEMPHIS, TENNESSEE 38104

NO. OF LOTS: 2 AREA: 8,140 SF DATE: JANUARY 19, 1995 BEARINGS ARE RELATIVE

PROPERTY NOT LOCATED IN A FLOOD HAZARD AREA. 100 YEAR FLOOD ELEVATION=231.2 PER F.I.R.W. COMUNITY PANEL NUMBER 410177 0030 C, DATED AUGUST 19, 1985

MEMPHIS CITY AND COUNTY ENGINEERING DEPARTMENT

70

EXHIBIT C

SCHEDULE OF ASSESSMENTS

<u>LOTS</u>	<u>POINTS PER LOT</u>
68	20 pts.
76	12 pts.
1-13, 72-75	10 pts.
69-70, 77-78, 71A-71B	7 pts.
14-27, 79-82	6 pts.
28-41, 52-58, 90-100	4 pts.
43-50, 59-66, 83-89, 101-105	3 pts.

Assessments points for Lot 67 are to be determined by Declarant and added by amendment. There are no Lots 42 and 51.

EXHIBIT D

MINIMUM SQUARE FOOTAGE

<u>LOT NOS.</u>	<u>SQUARE FOOTAGE</u>
1-13, 72-76	2,750
14-27, 79-82	2,400
69-70, 77-78, 71A-71B	2,200
28-41, 52-58, 90-100	1,400
43-50, 59-66, 83-89, 101-105	1,200

There are no Lots 42 and 51. Lots 67 and 68 do not have minimum square footage requirements.

JF1176

SHELBY COUNTY REGISTER OF DEEDS
99 MAR 18 PM 4: 04

No. **FW 3250**
 D/C _____ DR# 19
 Pgs. 12 itm. _____
 Val _____
 STATE TAX _____
 REGISTER'S FEE _____
 RECORDING FEE 40.00
 WT MISC FEE _____
 TOTAL _____
 STATE OF TENNESSEE
 SHELBY COUNTY
GUY B. BATES
 REGISTER

Howard FW3250

No. **JF 1176**
 D/C _____ DR# 7
 Pgs. 10 itm. _____
 Val _____
 STATE TAX _____
 REGISTER'S FEE _____
 RECORDING FEE 40.00
 D.P. FEE 25.00
 MISC FEE 40.00
 TOTAL _____
 STATE OF TENNESSEE
 SHELBY COUNTY
GUY B. BATES
 REGISTER

SHELBY COUNTY REGISTER OF DEEDS
96 MAY 20 PM 4: 11

mcw/sg/southbluffs/exd

Hold Evans Petre

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

MICHAEL C. WILLIAMS
EVANS & PETREE
81 MONROE AVENUE
MEMPHIS, TENNESSEE 38103

**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SOUTH BLUFFS HOMEOWNERS ASSOCIATION, INC.**

This Third Amendment made on this ____ day of _____, 1999, by and between **SOUTH BLUFFS DEVELOPMENT ASSOCIATES**, a Tennessee general partnership, composed of Belz/South Bluffs, Inc., a Tennessee corporation, HT Devco, Inc., a Tennessee corporation and R & D Properties, Inc., a Tennessee corporation, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the developer of certain Property in Shelby County, Tennessee which is subject to the Declaration of Covenants, Conditions and Restrictions of South Bluffs Homeowners Association, Inc., of record as Instrument No. BS 5626, the First Amendment thereto of record as Instrument No. DX 1619, re-recorded as Instrument No. DZ 1613, re-re-recorded as Instrument No. JF 1175 and the Second Amendment thereto of record as Instrument No. FW 3250, re-recorded as Instrument No. JF 1176 all in the Register's Office of Shelby County, Tennessee, "the Declaration"; and

WHEREAS, Declarant, pursuant to its rights and powers set forth in the Declaration has now developed an additional portion of the Property and has filed Final Plans of said Property which refer to the additional Property as Phase 7A, 7B and 8 of South Bluffs Planned Development, which Final Plans are of record as Instrument No.HH 9966 in Plat Book 169, Page 33 of said Register's Office as to Phase 7A, Instrument No. HR 2404 in Plat Book 171, Page 22, as to Phase 7B and Instrument No.HZ 2701 in Plat Book 174, Page 10 as to Phase 8. The Property shown thereon shall be governed by and subject to the Declaration. The undersigned owners of Lots in Phase 7A, 7B and 8 join herein for the purpose of subjecting their Lots to the Declaration. Copies of the Final Plans of Phases 7A, 7B and 8 are attached hereto as Exhibit A, B and C, respectively; and

WHEREAS, Declarant desires to amend the Declaration by revising the schedule of assessments minimum square footage requirements as reflected on Exhibit D hereto; and

WHEREAS, the Declaration provides that it can be amended by Property Owners, including Declarant, holding sixty-seven percent (67%) of the total votes allocated to the Homeowners Association, except that any Amendment changing the assessment applicable to a Lot shall be approved by the Owner of the Lot; and

WHEREAS, the undersigned Declarant constitutes in excess of sixty-seven percent (67%) of the Property Owners. All of the Owners of Lots in Phases 7A, 7B and 8 affected by this Amendment join herein to subject their Lots to the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration in accordance with the provisions set forth hereinabove.

IN WITNESS WHEREOF, the undersigned has executed this Third Amendment as of the day and year first above written.

SOUTH BLUFFS DEVELOPMENT ASSOCIATES, a Tennessee general partnership composed of:

HT Devco, Inc., a Tennessee corporation

By: [Signature]

Title: [Signature]

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Henry M. Turkey, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the President of H.T. Devco, Inc. as a partner of South Bluffs Development Associates, a Tennessee general partnership, and that such instrument was executed by H.T. Devco, Inc. as a partner of South Bluffs Development Associates and that he as such President of H.T. Devco, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of H.T. Devco, Inc. by signing the name of H.T. Devco, Inc.

WITNESS my hand and seal of office in Memphis, Tennessee, this 5th day of May, 1999.



Brenda Adkins
NOTARY PUBLIC

My Commission Expires:
9.14.99

BELZ/SOUTH BLUFFS, INC., a Tennessee corporation

By: _____

Title: _____

[Handwritten signature]

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared Jimmy D. Williams, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Sw. Vice President of Belz/South Bluffs, Inc. as a partner of South Bluffs Development Associates, a Tennessee general partnership, and that such instrument was executed by Belz/South Bluffs, Inc. as a partner of South Bluffs Development Associates and that he as such Sw. Vice President of Belz/South Bluffs, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of Belz/South Bluffs, Inc. by signing the name of Belz/South Bluffs, Inc.

WITNESS my hand and seal, at office, in Memphis, Tennessee, this 14th day of May,
~~1998~~ 1999

Louise J. Adcock
NOTARY PUBLIC

My Commission Expires:

6-8-99



R & D PROPERTIES, INC., a Tennessee corporation

By: *Stan Turk*
Title: *ASST. Treasurer*

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared *STAN TURK*, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the *ASST. TREAS.* of R & D Properties, Inc. as a partner of South Bluffs Development Associates, a Tennessee general partnership, and that such instrument was executed by R & D Properties, Inc. as a partner of South Bluffs Development Associates and that he as such *ASST. TREAS.* of R & D Properties, Inc., being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of and as the free act and deed of R & D Properties, Inc. by signing the name of R & D Properties, Inc.

WITNESS my hand and seal, at office, in Memphis, Tennessee, this *6th* day of *MAY*, 1999.

Eugene Sanderson
NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES 7-10-2001