

Restrictive Covenants

1. All lots in this track shall be known and described as residential lots and are not to be resubdivided into smaller lots.

2. No building or other structure shall be erected, placed, or altered on any lot in this subdivision until the building plans, specifications, and plot plan showing the location of such building shall have been approved in writing as to the conformity and harmony with existing structures in this subdivision and as to location of building with respect to topography and finished ground elevation by joint venture or a representative duly appointed by said joint venture. In the event that said joint venture, or its designated representative, fails to approve or disapprove such design and location within a period of 30 days after said plans and specifications have been submitted to them or if no litigation to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required, and this covenant will be deemed to have been fully complied with, neither the members of the joint venture, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant, the powers and duties of the joint venture, and its designated representative, shall cease on or after October 1, 2013. There after the approval described in this covenant shall not be required unless prior to said date ineffective there on a written instrument shall be executed by then by the then record owners of the majority of the lots in this subdivision and duly recorded, appointing a representative of representatives, who shell there after exercise the same powers previously exercised by the joint venture.

3. Joint venture reserves unto itself the right to impose additional and separate restrictions at the time of sale of any lots by it in this subdivision, which said restrictions may not be uniform but may differ as two different lots.

4. No structure shall be erected, placed, altered, or permitted to remain on any lot in this subdivision other than one single family detached dwelling of not more than two stories in height, with one private garage for not more than three cars. Garage shall be side or rear entrance only.

5. The minimum set back from street to building shall meet the requirements and approval of the building department of the Town of Collierville, Tennessee, but in no case shall be less than 40 feet (50 feet from curb) and 10 feet side yard setback.

6. No noxious or offensive trade of activity shall be carried on upon any lot nor shall anything be done there on which may be or become an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, equipment or trailers.

7. No trailer, basement, tent, shack, barn, or other outbuilding erected in this tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

8. There is a perpetual easement as shown on the recorded plan of the subdivision reserved for utility installation, maintenance, sanitary sewer and storm drainage.

9. The minimum ground floor area of single family dwelling exclusive of one story open porches and enclosed garages, shall be 2500 square feet for a one story dwelling, and 1500 square feet for a 1 1/2 or two story dwelling, provided that the sum of the upstairs and ground floor area is not less than 2500 square feet.

10. No fence shall be erected on any corner lot nearer to the street line than the house setback line, nor on any other lot nearer to the street line than the rear house line, except that it shall be permissible to erect a fence from the residence to the side lot line immediately in front of the rear entrance door. Chain link and/or metal fences of any kind are prohibited in this subdivision.

11. No satellite dishes or other exterior antennas shall be installed larger than 18 inches.

12. All windows in this subdivision are to be wood.

13. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until October 1, 2013, at which time said covenants shall be automatically extended for successive periods of 10 years each, by vote of the majority of then owners of the lots in this subdivision.

14. If the parties here to, or any of them, or their heirs assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant in either to prevent him or them from so doing or to recover damages or other dues for such violation.

15. Invalidation of any of these covenants by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

16. No detached outbuildings of any type shall be erected, placed, or altered on any lot in this subdivision until building plans have been approved in writing by said developer/joint venture. Any outbuilding shall be constructed, after approved to the conformity and harmony with existing structure on said lot.

17. All residential structures in this subdivision are to have architectural/dimensional shingle roofs.