SUMMARY OF PROIECTIYE COVENANTS ESTA.U\S - PAVIESHIRE

l. lhese covenants are to nm mth the land and shall be bindmg on all parties and all persons claming under them for a period of thirty years from the date these covenants are recorded, after which time said covenant shall be automatically extended for successive period of 10 years, unless an instrument signed by the majority of the owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Clair VanderSchaaf and Associates reserves unto themselves or unto their assignees the right to impose additional or separate restrictions at the time of sale of any of the lots sold in this subdivision, said restrictions may not be uniform, but may differ as to different plots and Clair VanderSchaaf and Associates further reserves the unrestricted right to amend these covenants without the approval of the of lots within the subdivision.

1. ENFORCEMENF - Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
2. SEVERABILITY - Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
3. LAND USE AND BUILDING TYPE - No lot shall be used except for residential purposes. No building shall be erected,altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two end one-half stories in height, and a private garage for not more than three cars.
4. OPEN CARPORTS HIDDEN FROM VIEW - Although garages or carports are not required, any dwelling which is not provided with a garage or carport shall have a paved driveway leading to the rear of the residence and paved parking area must be provided at the rear of the residence for at least two (2) automobiles to be parked side by side. Any garage or carport built in a location on the lot where it can be seen from any public street abutting the lot must be enclosed and must have a door (s) which when closed will screen the interior of the garage or carport from public view from all such public streets abutting the lot.
5. AREA DWELLING - min.imum heated floor area of single family dwelling, exclusive of open porches, carports, and garages, shall be 2,500 square feet for a one-story dwelling or 2,700 square feet for a two-story dwelling.
6. EASEMENTS - Easements for installation and maintenance of utilities and sanitary sewers facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or sanitary sewers. Ihe easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvement which a public authority or utility company is responsible.
7. BUILDING LOCATION - •Ihe location of any building constructed on any lot shall be in accordance with the City of Memphis and Shelby County, Tennessee, subdivision and zoning regulations, however, in no event may a building be located on any lot nearer than 60 feet from the front property line or nearer than 35 feet from the side lot line. On all lots fronting on Davies Plantation Road no building may be located on any lot nearer than 100 feet from the front lot line. For the purpose of this covenant, eaves, steps,and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building an any lot to encroach upon another lot. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line, except a Plantation type fence approved by Architectural Control Committee. Chain link fences shall be discouraged. Wood fences shall be required along Davies Plantation Road.
8. ARCHITECIURAL CONTROL - No building shall be erected, placed upon any lot or altered until the design and plot plan showing the location of the structure and the extemal materials and elevations have been approved in writing by Clair VanderSchaaf and Associates or by a representative or committee appointed by Clair VanderSchaafand Associates. In the event that Clair VanderSchaaf and Associates or its designated representative fails to approve or disapprove such plans as to design and location within a period of thirty (30) days after submission of plans and specifications to them or to it, then such approval will not be required. All powers and duties of Clair VanderSchaaf and Associates, its successors or designated representatives under this covenant shall cease on December I , 2001.
9. NUISANCES - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No motor vehicle or wheeled vehicle may be parked upon unpaved portions of any lot. No trucks, trailers, campers, boats or recreational vehicle may be parked or stored any place on a lot except in the rear yard or to the rear of the dwelling.
10. TEMPORARY STRUCTURES - No structure of a temporary character, trailer, basement, tent, shack, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
11. TREE PLANIING - A minimum 2" diameter oak tree shall be required for each 50' of road frontage or any portion thereof on all lots located approximately 20' from the front property line and spaced at approximately 50' intervals. Existing trees may meet this requirement if approved by Architectural Control Committee.
12. CONSIRUCTION - All lots with frontage on Davies Plantation Road must face Davies Plantation Road.
13. BUILDING MATERIALS - Ihe use of white brick, white roofs,and aluminum windows shall not be accepted without prior uritten approval by Clair VanderSchaaf and Associates or by a representative or committee appointed by Clair VanderSchaaf and Associates. 15. FARM ANIMALS - Farm animals shall not be permitted to be kept, maintained, nor raised on any lot in this subdivision with the exception of horses.
14. COMMON AREAS - Any and all common areas shall be conveyed to the Homeowners Association (not applicable this phase).
15. SIGNS - lhere will be no signs allowed.
16. ROAD SIDE I)ffCHES - The builder and or owner shall establish and maintain a sodded side ditch along all public right of v.ay to the satisfaction of the developer and Shelby County Maintenance Department.

These covenants generally apply to all phases. Specific exceptions are asfollows:

Phase I did not include 15, 16, 17 and 18.

Phase Il did not include 16, 17 and 18.

Phase VI included a 19 (drive culvert headwalls and concrete drive) and 20 (brick mail boxes encouraged).

Phase VI allowed variation ofminimumfloor areas.

Phases Il and IV calledfor a side setback of15

Phases V, VIII and IX had minimumfloor area requirement of3000 s/for both one and two stow and a side setback of15

Phase VI minimum setbacks are 37 'front and 5 ' side. 20000317 rrc

