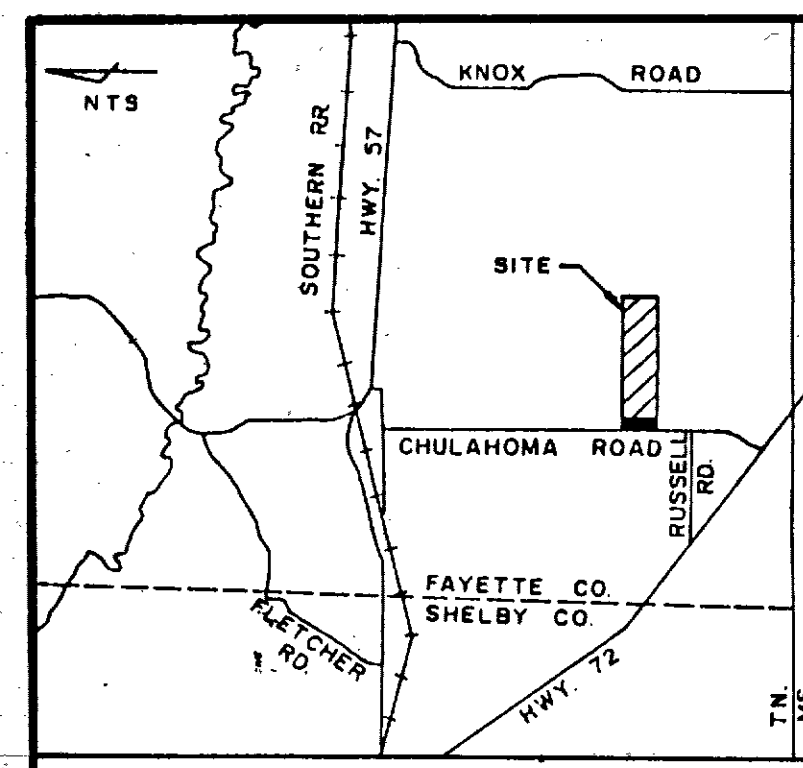




LOCATION MAP

OWNER'S CERTIFICATE

I hereby certify that I am the owner of this subdivision site and that I adopt this plan of subdivision with my free consent, establish easements and building setback lines as specified hereon, and dedicate all roads, walks, parks and other open space to public or private use as noted hereon.

Marshall Gordon
Marshall Gordon

3/25/92
Date

SUBDIVIDER'S WARRANTY

I hereby warrant that all improvements installed on the site of this subdivision shall be free from any defect of materials or workmanship for a period of one (1) year following final plat approval.

Marshall Gordon

Date

SURVEYOR'S CERTIFICATE OF ACCURACY AND INSTALLATION OF MONUMENTS

I hereby certify that this is a class A survey and that the ratio of precision of the adjusted survey is 1:42,000 as shown hereon and that all monuments have been installed to the specifications of the Surveying Regulations.

David W. Miley
David W. Miley
Tn. Surveyor No. 1776

3/24/92
Date

CERTIFICATE OF APPROVAL OF THE FAYETTE COUNTY REGIONAL PLANNING COMMISSION

I hereby certify: 1) that the design of this subdivision conforms to the Subdivision Regulations of Fayette County, Tennessee, with the exception of such variances, if any, as noted hereon; and 2) that to my best knowledge all required monuments, roads, signs, sanitary sewer and/or water supply systems, drainage improvements, and erosion control measures have been installed to the approved design specifications; and 3) that a surety in the amount of \$3,000 has been provided by the subdivider to secure his one (1) year warranty against any defect of materials or workmanship in the installed site improvements; and 4) that a completion surety in the amount of \$3,000.00, payable upon demand to the Fayette County Regional Planning Commission, has been provided by the subdivider for final road surfacing and for such other final site improvements deferred by the Planning Commission, if any, as noted hereon; and 5) that this plan of subdivision has been approved by the Fayette County Regional Planning Commission for recordation in the Office of the Fayette County Register.

John P. Adams
Secretary, Fayette County
Regional Planning Commission

4-1-92
Date

CERTIFICATE OF THE FAYETTE COUNTY PROPERTY ASSESSOR

I hereby certify that I am in receipt of a copy of this subdivision plat as required by "Fayette County Private Acts of 1972, Chapter No. 284."

Dean Peterson
Fayette County Property
Assessor

April 1, 1992
Date

OWNER'S CERTIFICATE

I hereby certify that I am the owner of this subdivision site and that I adopt this plan of subdivision with my free consent, establish easements and building setback lines as specified hereon, and dedicate all roads, walks, parks and other open space to public or private use as noted hereon.

Gary Chandler
Gary Chandler

3-25-92
Date

SUBDIVIDER'S WARRANTY

I hereby warrant that all improvements installed on the site of this subdivision shall be free from any defect of materials or workmanship for a period of one (1) year following final plat approval.

Gary Chandler
Gary Chandler

3-25-92
Date

CERTIFICATE OF APPROVAL OF ON-SITE SEWAGE DISPOSAL SYSTEMS

GENERAL RESTRICTIONS:

- Location of dwelling is restricted on all lots subject to approval by this department. Setback restrictions, location of plumbing stub-outs, and utilities are noted in order to allow installation of conventional subsurface sewage disposal systems. Variance from these recommendations requires approval from this department and may require the use of lift pumps or alternative systems. FAILURE TO OBTAIN VARIANCE APPROVAL PRIOR TO CONSTRUCTION MAY RESULT IN THE DENIAL OF A PERMIT TO CONSTRUCT A SEWAGE DISPOSAL SYSTEM.
- All lots are evaluated for and restricted to one (1) single-family dwelling.
- Cutting or filling of any lot without prior consent of this department may render any previous approval invalid.
- Lots approved for alternative systems (LPP), whether by initial evaluation or as a result of a variance, require a restrictive covenant to be completed, attached to and recorded with the deed. Such systems are to be constructed in strict conformity with the established procedures of this department and under close supervision of the local Environmental Specialist.

SPECIFIC RESTRICTIONS

- Lot #1: Dwelling is limited to 3 bedrooms and must be sited at least 275 feet from the centerline of Highway 196 and not more than 30 feet from the south lot line; and subsurface drainage is required.
- Lot #2: Dwelling is limited to 3 bedrooms and must be sited at least 245 feet from the centerline of Highway 196 and not more than 30 feet from the south lot line; and subsurface drainage is required.
- Lot #3: Dwelling is limited to 3 bedrooms and must be sited at least 215 feet from the centerline of Highway 196 and not more than 40 feet from the north lot line; and subsurface drainage is required.
- Lot #4: Dwelling is limited to 3 bedrooms and must be sited at least 215 feet from the centerline of Highway 196 and not more than 40 feet from the north lot line; and subsurface drainage is required.
- Lot #5: Dwelling is limited to 3 bedrooms and must be sited at least 215 feet from the centerline of Highway 196 and not more than 30 feet from the north lot line; and subsurface drainage is required.
- Lot #6: Dwelling is limited to 3 bedrooms and must be sited at least 220 feet from the centerline of Highway 196 and not more than 30 feet from the south lot line; and subsurface drainage is required.

David W. Miley
Agent of the Commissioner, Tennessee
Department of Health and Environment

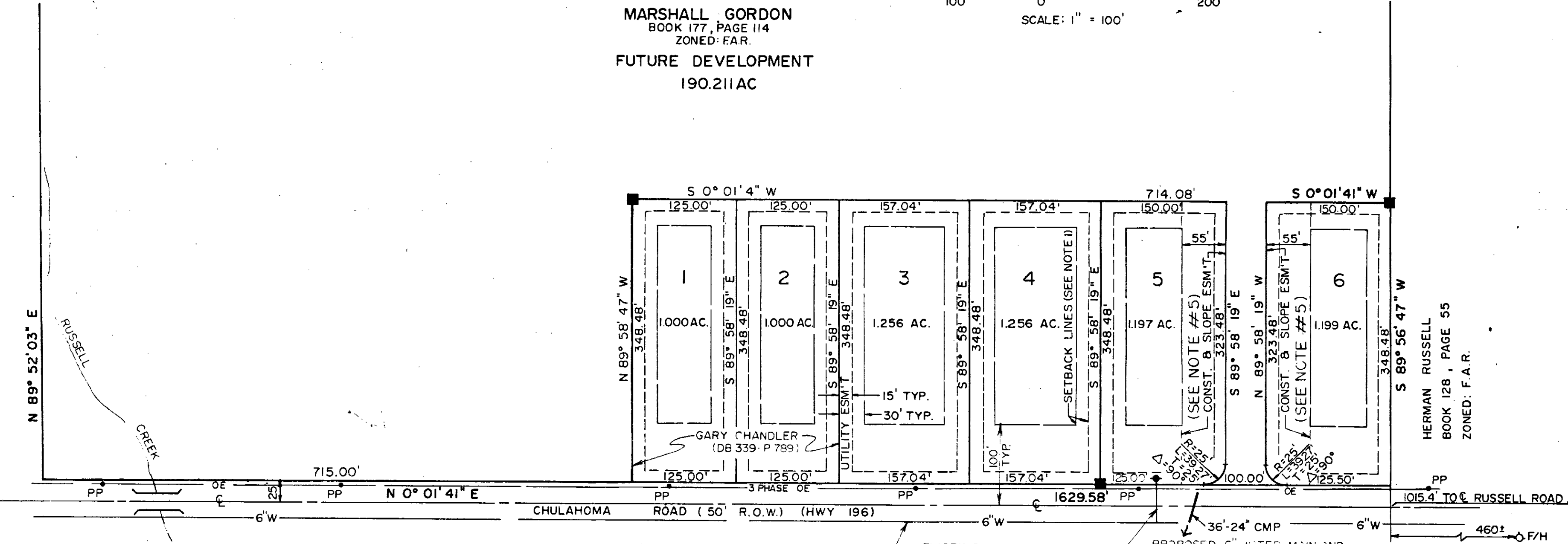
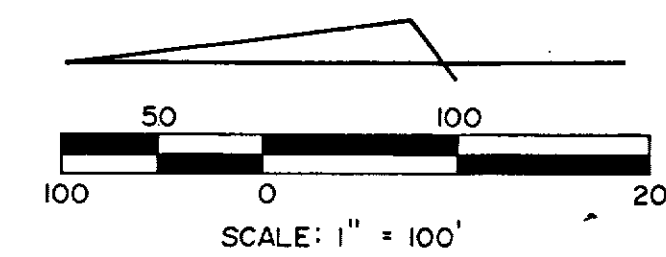
4-1-92
Date

COVENANTS

- These covenants are to run with and bind each and all of the lots in the subdivision, and each and all of the owners of such lots, and all persons claiming under such owners, until January 1, 2015, after which date said covenants shall be automatically extended for successive periods of ten (10) years. These covenants or any one or more of them may be amended prior to and on such date by an instrument signed by not less than eighty percent (80%) of the owners of such lots (one vote per lot), and thereafter by an instrument signed by not less than seventy percent (70%) of the owners of such lots (one vote per lot) and any such instruments amending the covenants herein must be recorded.
- All lots in the subdivision shall be known and described as single-family residential lots and are not to be resubdivided into smaller lots. However, two or more lots may be combined for use as one single-family residential lot. Such combined lots shall be treated, for all purposes, as single-family residential lots. The covenants and restrictions herein which shall apply to such combined lots shall be those which were, prior to such combination, the most restrictive in application to any single one of such lots forming the combination. In the event two or more lots are so combined, the combined lots may be resubdivided only in the manner previous to such combination (that is, as originally subdivided) and only if such lots, after resubdivision, would meet and be capable of meeting every restriction and covenant imposed and contained herein applicable to such lots, individually, prior to their combination. Any form of resubdivision that would result in altering the shape and size of any lot in the subdivision, other than as specified above shall require the approval of eighty percent (80%) of all lot owners (one vote per lot) in the subdivision.
- No structure shall be erected, placed, altered or permitted to remain on any of the lots in this subdivision other than one (1) detached single-family dwelling of not more than two and one-half (2 1/2) stories in height (exclusive of basement) with one (1) private garage or carport for not more than three (3) cars and outbuildings incidental to the residential use of the lot.
- No building, outbuilding, or fence shall be erected, placed or altered on any lot in this subdivision until the building plans, specifications, colors, and plot plan showing the location of such building shall have been approved in writing by the undersigned owner, or by a representative duly appointed by him. In the event that the undersigned owner or his designated representative fails to approve or disapprove such design and locations within a period of thirty (30) days after said plans and specifications have been submitted to him, or if no litigation to enjoin the erection of such building or the making of such alteration 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 undersigned owner nor his designated representative shall be entitled to compensation for services performed pursuant to this covenant. The powers and duties of the undersigned owner and his designated representative shall cease after January 1, 2015. Thereafter the approval described in this covenant shall not be required unless, prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of the majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall exercise the same powers previously exercised by the undersigned owner.
- The minimum ground floor area of single family dwellings exclusive of open porches and garages shall be 1,600 square feet for a one story dwelling and 1,000 square feet for a one and one-half or two story dwelling, provided that the sum of the upstairs and ground floor areas is not less than 1,600 square feet.
- One small garage or one outbuilding may be erected in the rear yard. The floor area of said building shall not exceed 1000 square feet and said building must be neat in appearance.

- All vehicles, except operating passenger automobiles, shall be kept in the rear yard of each lot. It is strictly prohibited to store or park a house trailer, camper trailer, pleasure or fishing boat, motor or trailer in the front or side yards.
- No mobile home, trailer, basement, tent, shack, barn, or other outbuilding in this subdivision 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, nor shall a permanent structure be moved to any lot in this subdivision to be used as a residence.
- Radio or television transmission or receiving antenna must be mounted on top of the dwellings of the lots and shall not extend more than 10 feet above the roof of the dwelling. Ground mounted dish antennae must be placed in the rear yards of the lots.
- No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, nor shall anything be allowed which will create an unsightly scene.
- Advertising signs will not be permitted on any lot in this subdivision except for real estate signs.
- No hogs, cattle, poultry, or similar animals may be kept on any lot in this subdivision except that one horse per acre may be kept on lots exceeding one and one-half (1 1/2) acre in size.
- The dumping, storage or collection of garbage, debris, rubbish, trash, refuse, litter, waste, and obsolete, outworn or discarded vehicles, is expressly prohibited.
- No building material of any kind or character shall be placed or stored upon any lot until the owner is ready to commence construction. Building materials shall not be placed or stored in the street right-of-way.
- Construction must be completed within 18 months of the commencement of the construction of the building footing.
- Maintenance of all drainage ditches, swales and appurtenances outside the street right-of-way is the sole responsibility of the individual property owner.
- Grass, weeds and other vegetation and debris on each lot sold shall be kept mowed and cleaned at regular intervals so as to maintain a neat and attractive appearance.
- All property owners must obtain a building permit prior to the erection or placement of any building.
- Exterior lighting shall not exceed twenty-five (25) feet in height, and lighting shall be directed away from adjacent properties.
- If the parties hereto or any of them or their heirs or assigns shall violate any of the covenants or restrictions herein before they expire, it shall be lawful for any other person or persons owning lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or dues for such violation.
- Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other covenants herein, which shall remain in full force and effect.
- The undersigned owner reserves 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 lots, and also reserves the right to amend these covenants without the approval of the owners of the lots within the subdivision.

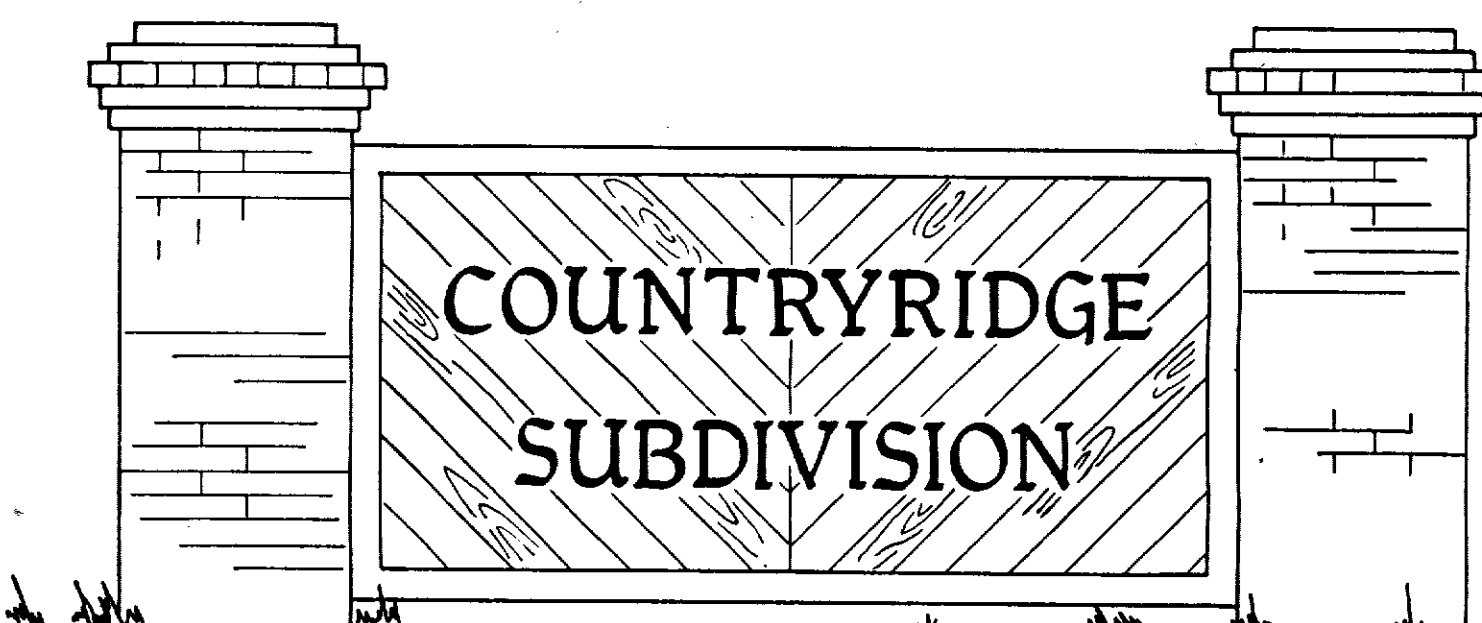
MARSHALL GORDON
BOOK 177, PAGE 114
ZONED: FAR
FUTURE DEVELOPMENT
190.211 AC



Notes:

- Minimum building setbacks are as follows:
 - One hundred (100) feet from the centerline of Chulahoma Road (Highway 196) for both principal and accessory buildings.
 - Thirty (30) feet from the side and rear lot lines for principal buildings, except as noted below.
 - Fifteen (15) feet from the side and rear lot lines for accessory buildings, except as noted below.
 - Fifty five (55) feet from the south lot line of lot 5 and from the north lot line of lot 6 for both principal and accessory buildings.
- Fifteen foot wide utility easement along the front, rear and side lot lines of each lot.
- Control monument (iron pin in concrete at ground level).
- Iron pins set at all corners and at all points of curvature or tangency along a lot line.
- 55 foot wide road construction and slope easement reserved to the developer or his assigns along the south lot line of lot #5 and along the north lot line of lot #6 (To expire upon final approval of the road by the Fayette County Regional Planning Commission).

PHASE I



FINAL PLAT
10th CIVIL DISTRICT
FAYETTE COUNTY, TENNESSEE

OWNER/SUBDIVIDER: MARSHALL GORDON
165 JEFFERSON AVENUE
MEMPHIS, TENNESSEE 38103
BOOK 177, PAGE 114

DATE: AUGUST 7, 1990
AREA: 6.908 ACRES
LOTS: 6
ZONED: F.A.R.

STATE OF TENNESSEE, FAYETTE COUNTY
I certify that this instrument was filed
for registration on APR 1 - 1992
at 4:45 o'clock P.M. Noted in note
Book #4 page 181 and RECORDED IN
Book #4 page 150
Rec Fee \$ 25.00 State Tax \$
Cik's Fee \$ 25.00
Receipt # *Edward L. Miley*

DAVID W. MILEY
CONSULTING ENGINEER
2142 NELSON AVENUE
MEMPHIS, TENNESSEE 38104