

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
BIRDSONG ESTATES

CONDITIONS, COVENANTS, RESTRICTIONS, AND EASEMENTS AFFECTING
BIRDSONG ESTATES SUBDIVISION

ARTICLE I. PROPERTY SUBJECT TO THESE COVENANTS AND RESTRICTIONS.

THE REAL PROPERTY WHICH IS, AND SHALL BE, HELD AND SHALL BE CONVEYED, TRANSFERRED AND SOLD SUBJECT TO THE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND EASEMENTS HEREIN CONTAINED IS LOCATED IN SHELBY COUNTY, TENNESSEE, AND IS DESCRIBED AS BIRDSONG ESTATES SUBDIVISION. SUCH LOTS ARE REFERRED TO HEREINAFTER, COLLECTIVELY AS THE "SUBDIVISION" AND THE WORD "SUBDIVISION" AS USED HEREINAFTER, REFERS ONLY TO SUCH LOTS.

ARTICLE II. GENERAL PURPOSES OF COVENANTS AND RESTRICTIONS.

THE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND EASEMENTS HEREIN CONTAINED ARE MADE AND IMPOSED UPON THE SUBDIVISION AND EACH LOT CONTAINED THEREIN TO INSURE THE BEST USE AND THE MOST APPROPRIATE DEVELOPMENT AND IMPROVEMENT OF EACH LOT, TO PROTECT EACH OWNER OF EACH LOT AGAINST SUCH IMPROPER USE OF SURROUNDING LOTS AS WILL DEPRECIATE THE VALUE OF ITS PROPERTY; TO PRESERVE, SO FAR AS PRACTICABLE THE NATURAL BEAUTY OF THE SUBDIVISION; TO ENCOURAGE AND SECURE THE ERECTION OF ATTRACTIVE HOMES ON SUCH LOTS, TO PREVENT HAPHAZARD AND INHARMONIOUS IMPROVEMENT OF SUCH LOTS; TO SECURE AND MAINTAIN PROPER SETBACKS FROM STREETS, AND ADEQUATE SPACE BETWEEN STRUCTURES; AND IN GENERAL TO PROVIDE ADEQUATELY FOR HIGH TYPE AND QUALITY OF IMPROVEMENTS ON SUCH LOTS AND THEREBY TO ENHANCE THE VALUES OF INVESTMENTS MADE BY PURCHASERS OF SUCH LOTS.

ARTICLE III. DURATION OF COVENANTS AND RESTRICTIONS: AMENDMENT

THE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND EASEMENTS HEREIN CONTAINED SHALL RUN WITH AND BIND EACH AND ALL OF THE LOTS IN THE SUBDIVISION, AND EACH AND ALL OF OWNERS OF SUCH LOTS, AND ALL PERSONS CLAIMING UNDER SUCH OWNERS, UNTIL SEPTEMBER 1, 2016, AFTER WHICH DATE THE SAME SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS. THESE CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND EASEMENTS, 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); HOWEVER, THESE RESTRICTIONS MAY BE ALTERED OR AMENDED BY DEWEY G. PRICE, JR., TRUSTEE, OR HIS ASSIGNS OR SUCCESSORS BY WRITTEN INSTRUMENT DULY EXECUTED, ACKNOWLEDGED AND RECORDED WITHOUT THE PRIOR APPROVAL OF ANY OWNER OF ANY LOT IN THE SUBDIVISION AS LONG AS DEWEY G. PRICE, JR., TRUSTEE, RETAINS OWNERSHIP OF ANY LOT OR LOTS IN THE SUBDIVISION.

ARTICLE IV. COVENANTS AND RESTRICTIONS APPLYING TO BIRDSONG ESTATES
SUBDIVISION.

(A) NO LOT IN THE SUBDIVISION SHALL BE USED EXCEPT FOR PRIVATE RESIDENTIAL PURPOSES. ALL OF SUCH LOTS SHALL BE KNOWN AND DESCRIBED AS SINGLE FAMILY RESIDENTIAL LOTS ARE NOT TO BE RE-SUBDIVIDED INTO SMALLER LOTS. ALL BUILDINGS OR STRUCTURES ERECTED UPON SAID LOTS SHALL BE OF NEW CONSTRUCTION, AND NO BUILDINGS OR STRUCTURES SHALL BE MOVED FROM OTHER LOCATIONS ONTO SAID LOTS.

(B) NO BUILDING, FENCE, WALL OR OTHER STRUCTURE SHALL BE COMMENCED, ERECTED OR MAINTAINED UPON ANY LOT IN THE SUBDIVISION, NOR SHALL ANY EXTERIOR ADDITION TO OR CHANGE OR ALTERATION THEREOF BE MADE UNTIL THE CONSTRUCTION PLANS AND SPECIFICATIONS SHOWING THE NATURE, KIND, SHAPE, SIZE, HEIGHT, MATERIALS AND LOCATION OF THE SAME SHALL HAVE BEEN SUBMITTED TO AND APPROVED IN WRITING AS TO HARMONY OF EXTERNAL DESIGN AND LOCATION IN RELATION TO SURROUNDING STRUCTURES AND TOPOGRAPHY BY DEWEY G. PRICE, JR., TRUSTEE, OR BY A REPRESENTATIVE OR COMMITTEE DULY APPOINTED BY SAID DEWEY G. PRICE, JR., TRUSTEE. HOWEVER, IN THE EVENT THAT SAID DEWEY G. PRICE, JR., TRUSTEE, OR HIS DESIGNATED REPRESENTATIVE, FAILS TO APPROVE OR DISAPPROVE SUCH DESIGN AND LOCATION WITHIN TEN (10) DAYS AFTER SAID PLANS AND SPECIFICATIONS HAVE BEEN SUBMITTED TO HIM, SUCH APPROVAL WILL NOT BE REQUIRED AND THIS COVENANT WILL BE DEEMED TO HAVE BEEN COMPLIED WITH.

(C) THERE IS A PERPETUAL EASEMENT AS SHOWN ON THE RECORDED PLAN OF SUBDIVISION RESERVED FOR UTILITY INSTALLATION AND MAINTENANCE AND DRAINAGE.

(D) NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED UPON ANY LOT IN THIS SUBDIVISION NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

(E) NO TRAILER, TENT, SHACK OR BARN SHALL BE ERECTED ON ANY LOT IN THIS SUBDIVISION, TEMPORARILY OR PERMANENTLY, EXCEPT FOR CONSTRUCTION PURPOSES ONLY.

(F) NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED, OR KEPT ON ANY OF SAID LOTS, EXCEPT THAT DOGS, CATS OR OTHER HOUSEHOLD PETS MAY BE KEPT, PROVIDED THAT THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY COMMERCIAL PURPOSE.

(G) ALL HEATING AND AIR CONDITIONING EQUIPMENT, GARBAGE CANS, SERVICE YARDS, WOODPILES, STORAGE PILES AND ELECTRIC UTILITY BOXES SHALL BE KEPT SCREENED BY ADEQUATE PLANTING OR FENCING SO AS TO CONCEAL THEM FROM VIEW OF NEIGHBORING STREETS. ALL TRASH OR GARBAGE SHALL BE REGULARLY REMOVED FROM THE PREMISES AND SHALL NOT BE ALLOWED TO ACCUMULATE THEREON.

(H) ALL EXTERIOR TELEVISION OR RADIO ANTENNAS SHALL BE SCREENED FROM THE VIEW OF THE STREET.

(I) NO RECREATIONAL VEHICLES OR COMMERCIAL VEHICLES, INCLUDING BUT NOT LIMITED TO BOATS, BOAT TRAILERS, HOUSE TRAILERS, CAMPING TRAILERS, MOTORCYCLES, PICKUP TRUCKS OR SIMILAR TYPE ITEMS SHALL BE KEPT OTHER THAN IN THE GARAGE OR OTHERWISE SCREENED FROM THE VIEW OF NEIGHBORS OR THE STREET.

(J) GRASS, WEEDS, VEGETATION AND DEBRIS ON EACH LOT SHALL BE KEPT MOWED AND CLEARED AT REGULAR INTERVALS BY THE OWNER THEREOF SO AS TO MAINTAIN THE SAME IN A NEAT AND ATTRACTIVE MANNER. TREES, SHRUB, VINES, DEBRIS AND PLANTS WHICH DIE SHALL BE PROPERLY REMOVED FROM SUCH LOTS. UNTIL A RESIDENCE IS CONSTRUCTED ON A LOT, DEWEY G. PRICE, JR., TRUSTEE, AT HIS OPTION AND ITS DISCRETION, MAY MOW AND HAVE DEAD TREES AND DEBRIS REMOVED FROM SUCH LOTS AND THE OWNER OF SUCH LOT SHALL BE OBLIGATED TO REIMBURSE DEWEY G. PRICE, JR., TRUSTEE, FOR THE COST OF SUCH WORK SHOULD HE REFUSE OR NEGLECT TO COMPLY WITH THE TERMS OF THIS PARAGRAPH.

(K) NO BUILDING MATERIAL OF ANY KIND OR CHARACTER SHALL BE PLACED OR STORED UPON ANY OF SAID LOTS UNTIL OWNER IS READY TO COMMENCE IMPROVEMENTS. BUILDING MATERIALS SHALL NOT BE PLACED OR STORED IN THE STREET OR BETWEEN THE CURB AND PROPERTY LINES.

(L) NO OUTSIDE CLOTHESLINES OR OTHER APPARATUS FOR THE DRYING OF CLOTHES SHALL BE PERMITTED IN THE SUBDIVISION UNLESS OBSCURED FROM VIEW BY PLANTS OR SHRUBBERY.

(M) NO METAL OR WIRE FENCES SHALL BE ERECTED OR PUT IN PLACE PRIOR WRITTEN APPROVAL OF DEWEY G. PRICE, JR., TRUSTEE, OR HIS ASSIGNS. WOOD STYLE FENCES MAY BE CONSTRUCTED AND MAINTAINED WITHIN THE BOUNDARIES OF ANY LOT IN THE SUBDIVISION.

(N) NO STRUCTURE SHALL BE ERECTED, PLACED, ALTERED OR PERMITTED TO REMAIN ON ANY LOT OTHER THAN ONE (1) DETACHED SINGLE FAMILY DWELLING OF MORE THAN TWO AND ONE HALF (2-1/2) STORIES IN HEIGHT (EXCLUSIVE OF BASEMENT) WITH ONE (1) PRIVATE GARAGE OF NOT MORE THAN THREE (3) CARS. THE MINIMUM INTERIOR HEATED LIVING AREA OF A SINGLE FAMILY DWELLING, EXCLUSIVE OF OPEN PORCHES, CARPORT AND GARAGES SHALL BE 1400 SQUARE FEET WITH 5% VARIATION ALLOWED.

(O) PORCHES, STOOPS, CHIMNEYS, WINDOW BOXES AND OTHER PORTIONS OF THE STRUCTURE MAY NOT PROJECT BEYOND THE MINIMUM SETBACK LINES, BUT EAVES AND CORNICES MAY OVERHANG THE BUILDING SETBACK LINE. AN ACCIDENTAL VARIATION OF LESS THAN ONE (1) FOOT SHALL NOT CONSTITUTE A VIOLATION OF THIS PROVISION.

(P) BUILDING SET BACK FROM THE STREET SHALL BE THOSE SHOWN ON THE RECORDED PLAT.

(Q) NO TREES SHALL BE REMOVED OR CUT DOWN OUTSIDE OF THE APPROVED BUILDING AREA FROM ANY LOT IN THIS SUBDIVISION UNLESS AUTHORIZED BY DEWEY G. PRICE, JR., TRUSTEE, OR HIS ASSIGNS.

(R) EACH LOT OWNER IS PROHIBITED FROM OBSTRUCTING THE FREE FLOW OF WATER DRAINAGE, OR DIVERTING, OR CHANGING SUCH DRAINAGE IN ANY MANNER WHICH RESULTS IN DAMAGE TO ANY OTHER LOT OWNER.

(S) ALTHOUGH GARAGES OR CARPORTS ARE NOT REQUIRED, ANY DWELLING WHICH IS NOT PROVIDED WITH A GARAGE OR CARPORT SHALL HAVE 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 ADJUTTING THE LOT, ON THE FRONT OF THE HOUSE, 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 SYREETS ADJUTTING THE LOT. GARAGE DOORS MUST BE SHUT EXCEPT DURING INGRESS AND EGRESS. (DRIVEWAYS ON ADJACENT LOTS MUST BE PAIRED, EXCEPT WHERE DEWEY G. PRICE, JR., TRUSTEE, OR HIS ASSIGNS HAS GIVEN WRITTEN PERMISSION TO DO OTHERWISE.)

(T) ANY OWNER OF ANY LOT IN THE SUBDIVISION SHALL HAVE THE RIGHT TO ENFORCE, BY ANY PROCEEDING AT LAW OR IN EQUITY, ALL CONDITIONS, RESTRICTIONS, COVENANTS, RESERVATIONS AND EASEMENTS HEREIN OR HEREINAFTER CONTAINED OR OTHERWISE CONTAINED IN ANY DEED TO ANY LOT IN THIS SUBDIVISION. FAILURE BY ANY OWNER TO ENFORCE ANY OF SUCH SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. INVALIDATION OF ANY ONE OR MORE OF THE COVENANTS AND RESTRICTIONS OR OTHER PROVISIONS HEREIN OR HEREINAFTER CONTAINED BY JUDGEMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER COVENANTS AND RESTRICTIONS HEREIN OR HEREINAFTER CONTAINED WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

(U) DEWEY G. PRICE, JR., TRUSTEE, RESERVES UNTO HIMSELF THE RIGHT TO IMPOSE ADDITIONAL SPECIFIC RESTRICTIONS UPON ANY LOT IN THIS SUBDIVISION AT THE TIME OF SALE BY SAID CORPORATION OF ANY OF SUCH LOTS. SUCH ADDITIONAL RESTRICTIONS MAY BE MADE BY APPROPRIATE PROVISION IN THE DEED, WITHOUT OTHERWISE MODIFYING THE COVENANTS AND PROVISIONS CONTAINED HEREIN. SUCH ADDITIONAL RESTRICTIONS AS ARE SO MADE SHALL APPLY TO THE LOT OR LOTS ON WHICH THEY ARE SPECIFICALLY IMPOSED.
