

**PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**  
**FOR THE LAKES OF GREENBRIER PHASES 1 AND 2**  
**(RECORDED WITH THE FINAL PLAT)**

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1. PLAN REVIEW AND APPROVAL/DESIGN GUIDELINES

THE DEVELOPER (RUSDUN FARMS, INC. 853-0931) SHALL REVIEW PLANS OF PROJECTS HAVING AN IMPACT ON THE SUBDIVISION. HOUSE PLANS, LANDSCAPING, DRIVEWAYS, FENCES AND OTHER PROJECTS VISIBLE FROM ANY PUBLIC ROADS OR NEIGHBORING PROPERTY REQUIRE THE DEVELOPER'S APPROVAL. *A MATERIAL AND DESIGN INFORMATION FORM MUST BE COMPLETED AND APPROVED BY THE DEVELOPER PRIOR TO ANY CONSTRUCTION FOR HOMES, FENCES, DETACHED GARAGES, ADDITIONS, ETC. NO PROJECT SHALL BEGIN CONSTRUCTION UNTIL THE PLANS HAVE BEEN SUBMITTED AND APPROVED BY THE DEVELOPER.* THIS FORM ONCE COMPLETED AND SIGNED BY THE DEVELOPER OR HIS ASSIGNS CONSTITUTES APPROVAL. FOR NEW HOMES PLEASE COMPLETE THE *GREENBRIER HOME APPROVAL CHECK LIST*. FOR ALL OTHER PROJECTS FENCES, GARAGES, ADDITIONS, ARBORS, ETC. PLEASE COMPLETE THE *GREENBRIER ARCHITECTURAL CHANGE AND ADDITION FORM*. IF YOU DO NOT HAVE THESE FORMS CALL 853-0931 AND ONE CAN BE E-MAILED OR FAXED TO YOU.

HOME DESIGN GUIDELINES

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SITE PLAN - Developer reserves the right to approve placement and orientation of the home on any lot. Site plans showing placement with exact setbacks are required to be provided to the Developer prior to any construction.

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BRICK TYPE AND COLOR - Bricks should be chosen that are in harmony with and complement existing homes in the neighborhood. Approved colors are creams, reds, most browns and grays, etc. Approved mortar colors include gray, buff, white and cream. No black or red without written permission.

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ROOF & FLASHING MATERIAL - All roofs must be constructed with wood, slate, tile or dimensional/architectural composition shingles. Colors must blend with other approved exterior materials. Approved colors are shades of gray, black, brown. All other colors require express written permission of the Developer. All flashing on front elevations of homes must be copper or concealed with copper.

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EXTERIOR COLORS - Approved exterior colors include soft natural tones including shades of gray, cream, beige, etc. No bright colors or primary shades or any colors not in keeping with the harmony of the neighborhood will be permitted. Muted reds are allowed for front doors, but not shutters.

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ARCHITECTURAL STYLE OF HOMES - It is intended that homes in Greenbrier be of superior quality and complement the existing homes. Traditional and classical styles are the most appropriate. Straight plain "box houses" are not appropriate. Home with higher roof pitches, varying roof lines, offsets and unique features are encouraged.

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WINDOWS - All windows must be wood or high quality wood with vinyl or metal cladding. High quality vinyl windows with the same profile as wood windows are acceptable. No metal or aluminum windows are permitted. Front elevations including the side on double front (corner) lots must have SDLS. No snap in window grids are permitted.

GARAGES - Garages must be normally side loading. Homes with multiple garages may have secondary garages that front load if they are at the rear of the home or their view is blocked. Any front loading attached garage must be specifically approved by Developer. Detached garages may front load as long as they are positioned behind the rear line of the home. All garages must have automatic roll up doors. In general garages should not protrude from the front (part of home closest to street) of the home more than 15 - 18 feet.

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SIDING - All home siding must be "Hardi-plank" or equivalent quality. No vinyl or aluminum siding is permitted.

2. TEMPORARY LIVING AND UNIT RESTRICTION

No temporary dwelling will be allowed.

3. ESTABLISHING AND MAINTAINING LAWNS

Lots must be fully sodded prior to home occupation. Using any existing grass is not allowed except in areas of trees and completely undisturbed portions of back yards. Areas under trees can be left natural but weeds, privet, etc. must be cleaned out as to maintain a neat appearance.

4. LOT MAINTENANCE AND APPEARANCE

The owner of each lot(s) shall be responsible and held liable for maintaining the condition and appearance of the lot(s), whether or not any improvements have been

made. This includes, but is not limited to, clearing trash or litter, removing dead trees, cutting grass to a reasonable length at regular intervals and keeping the property in general state of repair. If the owner fails to comply after written notice, the Developer or his assigns will perform, or contract, such maintenance and be entitled to recover the full cost from the owner.

5. SEPTIC TANK SPECIFICATIONS

All lots will be hooked to a decentralized sewer system owned and operated by the City of Piperton. Each home will still require a septic tank and pump as part of this system that are the responsibility of the individual lot owner. The city will provide the builder with the specifications for all tanks. This system eliminates the need for field lines in individual yards. Normal sewer fees will be paid to the City of Piperton.

6. ANTENNAS

No satellite dishes or antenna towers of any type shall be allowed except small (18 inch) dishes that can be mounted on side (not within 15 feet of front corner of home) or rear elevation of homes. Large ground mounted satellite dishes are not permitted.

7. PROPERTY USE

All lots are to be used for one single family residential dwelling. No portion of a home or accessory structure may be rented or leased. The property hereby conveyed shall not be subdivided. "Mother-In-Law" wings and finished rooms above detached garages are permissible (with approval).

8. ANIMALS

All pets and animals must be confined, on a leash or otherwise restrained at all times. No pigs, horses, livestock or poultry will be permitted. No commercial breeding of pets will be permitted. No more than 3 dogs allowed per lot.

9. DRIVEWAYS

Driveways shall be constructed of concrete. Circle drives with two connections to the public street must be approved on an exception basis. This approval should be requested during the home approval process.

10. CULVERTS

Culverts are the responsibility of individual lot owners. Culvert sizes have been specified on the final plat by the Developer's engineer. The ends of the culverts are to be encased

in concrete, brick, stone forming a headwall on each end with the ends of the culvert flush with the headwall.

## 11. ENTRANCES

All driveway entrances must be approved by the Developer. Great care has been taken in previous phases to attempt to maintain driveway entrances that are similar and non-distracting in the neighborhood. Brick or stone work must be kept approximately no more than four bricks above the level of the top of the driveway. Any columns for lighting, etc. must be no more than approximately 8 bricks above the level of the driveway. The brick or stone work should be parallel to the surface of the driveway (and follow it up and down). Columns are permitted on ends of wall only not over the culvert itself. Gates are not permitted at entrances.

## 12. FENCING

All fencing materials and location must be approved in writing by Developer or his assigns. Only rear yards may be fenced. Fences should not encroach past rear corners of home. Fencing for front yards is prohibited. Lots with double fronts (exposure to two streets) may not fence beyond the corners of home facing side street. Approved materials include fencecrete (pre-cast concrete), brick, stone, wrought iron, and certain aluminum fencing that resembles wrought iron. No barb wire, vinyl, wood privacy (cedar picket), picket or chain link fencing, etc. will be permitted. The only wood fencing that is permissible is the "Greenbrier Three Board Fence" constructed per the following specifications:

- Height of 48" - 50" with 4x6 treated posts
- Posts on 7' centers with 4" side touching rails (horizontal boards)
- Three 1x6 rough cypress boards or 3 5/4 treated pine boards
- First rail placed at top of the post then 10" space another board and 10" space before bottom board
- Fence must be painted "Lexington Fence Coat Black" available from Tractor Supply Store in Collierville
- For the containment of pets 1"x2" welded wire (black) may be used on the inside only of fence

The "Greenbrier" fence may be used as described above for sides and rear only. With the use of this fence the front portion should transition from a stone or brick column at the outside corners and run back to the home with wrought iron or other approved material as specified above.

Suggested Contractor: Teresa Morton 674-5096 or 662-560-5096

## 13. MAILBOXES

The required mailbox is the "Halle" in antique green or black iron and is available from

Pickle Iron. (775-5158) Upgrading to the “Double Stack” Halle is permitted.

14. RECREATIONAL VEHICLES, CAMPERS, BOATS, TRAILERS, ETC.

No recreational or commercial work vehicles including, but not limited to bob trucks, dune buggies, work vans, boats, boat trailers, monster trucks, buses, motorcycles, utility trailers, campers, motor homes, tractors, damaged or non operable vehicles, vehicles with advertising or hobby vehicles, etc. shall be placed upon any lot except in garage or rear yards completely screened from view from any public streets.

The Developer or his assigns retains the absolute authority to make the decision whether a vehicle is distracting to the neighborhood and placing it in any of these categories.

15. MINIMUM SQUARE FOOTAGE OF HOMES

The following minimum square footage requirements apply to the heated living spaces of homes, exclusive of porches, decks, garage, attics, etc. Future or expandable areas are not counted toward minimums.

One story home -	3000 square feet
Two story home -	3500 square feet

The heated ground floor area shall not be less than 2500 square feet in the case of multi-story dwellings.

16. CONSTRUCTION METHODS

All homes and approved accessory buildings must be constructed on site. No building of any type may be moved onto a lot.

17. ACCESSORY BUILDINGS

Accessory buildings must be in harmony with the main residence and be constructed of the same materials as the house and will be limited to one per lot. Any building on a lot requires approval as noted in Covenant #1. No business or compensated repairs can be operated from accessory buildings. The City of Piperton’s regulations govern the setbacks of accessory buildings.

18. POOLS

All pools must be in ground. Above ground pools are not permitted. Pools must be fenced with approved materials and meet the fence height requirements of The City of Piperton.

19. CONSTRUCTION PERIOD

No construction materials or other materials may be placed or stored on lots before the owner is ready to begin construction. Dumpsters and Port-a-Potties are required during construction. Debris is to be cleaned up and job site kept in orderly fashion. Burning or burying of trash or debris will not be permitted. Concrete trucks will not be allowed to wash out in roadside ditches, drainage areas, or on any lot other than that of the lot under construction. No trash, construction debris or trespassing will be tolerated on adjoining lots. Damage and clean-up cost will be assessed if this is allowed to happen. Please inform your contractor and/or suppliers of these restrictions before construction begins. A copy can be provided for your contractor. Please respect your neighbors, their property and your community. Home construction must begin within one year of lot purchase by individuals unless extensions are granted by Developer. Lots purchased by builders must start construction within two years or sooner as required in lot purchase contracts. Once a home is started, it must be completed within 12 months of the foundation being started. During the construction period prior to completing driveways, gravel is required to lessen the amount of mud in streets. Homeowner and builder are responsible for cleaning streets of mud. The Developer can not be expected to manage your builder and will hold lot owners responsible. Please have a pre-construction understanding with your builder and inform them of your responsibilities. It shall be a violation of these Covenants to move into a home prior to the granting of a Certificate of Occupancy by the City of Piperton.

20. ELECTRICAL SERVICE

All electrical service to homes shall be underground. If due to the required setback or preferred setback and home placement additional transformers or underground equipment is required that is the sole responsibility of the builder or home owner. All utilities must be underground.

21. PERPETUAL EASEMENTS, UTILITIES, DRAINAGE, FENCES, ETC.

Perpetual easements for utility and drainage are reserved as shown on the Final Plat. No owner shall, within any such easement areas or at other locations whether within or without designated areas, place or permit any structures, fencing, plants or other materials which may damage or interfere with the installation and maintenance of utilities and/or interfere with the positive natural drainage established by Developer. Further, no owner shall install any improvements or modify any existing grades in such a manner as would impair the positive natural flow of water from or onto the owner's lot. The utility easement area on each lot shall be maintained continuously by the owner of such lot. The landscaping easements on the two entrance lots (1 and 42) will be maintained by the HOA. All other easements are to be maintained by the lot owner. The existing three rail fence provided by the Developer that runs along the rear of lots 1, 2, 3, 6, 7, 8, 10, 11, 12, 14, 15, 16, 24, 25, 26 and 27 can not be removed and is

considered a common neighborhood improvement and is to be maintained by the HOA. This fence pre-dates this phase and serves as a buffer between phases.

22. EROSION CONTROL

It shall be the sole responsibility of the lot owner or owner's agents, employees, contractors, sub-contractors, or assignees to determine if erosion control measures including, but not limited to, silt fencing may be required to comply with all local, state and federal ordinances, laws, rules and regulations. If such erosion control measures are required then, in that event, it shall be the sole responsibility of the lot owner or its agents or contractors to take all steps necessary to insure that all erosion control measures are fully complied with and maintained prior to, during and after construction on the referenced property.

23. NUISANCE

No noxious or offensive trade or activity shall be allowed on any lot in said Subdivision, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood as determined by the Developer or his assigns. No commercial use shall be made of any lot except a discreet and incidental home occupation conforming to all provisions of local zoning law.

24. ADDITIONAL RESTRICTIONS

The Developer reserves the right to impose additional or separate restrictions which may not be uniform but may differ as to different lots, and further reserves the right to amend, modify or make exceptions to these restrictions without approval of the lot owners until such time as the Developer deems appropriate and turns over Architectural Control to the HOA.

25. SETBACKS

Setbacks will be as indicated on the final plat. The Developer reserves the right to control the site and location of any structure upon all parcels.

26. ENFORCEMENT OF COVENANTS

These restrictions may be enforced by any lot owner, properly formed Homeowners Association, or the Developer and his assigns through civil action, including without limitation injunctive relief or to prohibit or abate a violation or to recover damages. In any such action or proceeding, the prevailing party will recover its costs and reasonable attorney's fee in addition to other relief. Failure of the Developer or any lot owner to enforce these restrictions will not prohibit the enforcement in the event of any future

violation.

27. APPLICABILITY

Covenants apply to all land designated for residential purposes and buildings.

28. AMENDMENT

The covenants, conditions and restrictions may be amended, or variances granted by the Developer until such time as Architectural Control is turned over to the HOA.

29. DURATION

The restrictions are binding on all owners or parties for 25 years and will automatically extend for an additional 25 years unless changed by a properly formed HOA per specified procedures.

30. SEVERABILITY

Invalidation of any one of these covenants, conditions and restrictions by a court shall in no way affect any of the other provisions which shall remain in full force and effect.

31. LANDSCAPING

Homes are required to be landscaped prior to occupation. Materials used should be large enough to adequately screen the base of the home and it is generally expected that at least approximately 1% of the value of the home be allotted to landscaping. A minimum of (2) 2" hardwood trees are required for all front yards. Beds are to be mulched with hardwood mulch, bark, pine straw, etc. No rocks or gravel may be used.

32. VEGETABLE GARDENS

Any vegetable gardens are to be located in the rear yard.

33. MISCELLANEOUS YARD REQUIREMENTS

No clothes lines, no metal swing sets (unless painted solid green or black), trampolines, life size or larger statues, or brightly colored plastic play houses are permitted in any yard. Any items of this nature that are permitted are allowed in rear yards only.

34. BUILDER APPROVAL AND MANAGEMENT

You must have your builder approved by the Developer as part of your home approval

process. The builder must come from the Required Builder List available from the Developer. All builders must be state licensed and preferably members of the Memphis Area Home Builders Association. Lot owners accept full responsibility for monitoring builders to insure lot is kept in neat manner per requirements of Covenant #19. Individuals may not build their own homes unless they meet the above criteria.

35. EXCEPTIONS

Lots 28 and 43 will be retained by RusDun Farms or its owners for their personal use or future disposition. The lots are exempt from the Restrictions and Covenants herein. If the lots are ever sold for residential purposes deed restrictions will be imposed.

36. HOLIDAY DECORATIONS

The Developer and his assigns have the right to monitor and impose rules regarding excessive holiday decorations. In general white lights are encouraged. Excessive multi colored lighting and inflatable decorations are prohibited.

37. HOMEOWNER'S ASSOCIATION

All lot owners shall be members of the The Lakes of Greenbrier Homeowner's Association and will be required to pay dues as such. The HOA will own, manage, maintain and safeguard the Common Open Space within the subdivision and perform other duties as detailed in the HOA Charter, Bylaws, etc. These are separate documents that will be recorded with Final Plat, Protective Covenants and Restrictions and made available to all lot owners.