

Title Work Exception Documents

Restrictive Covenants (from newest to oldest)

HM 3574

C. A. DAVIS, ATTORNEY
6383 POPLAR SUITE 210
MEMPHIS, TN 38119

REVISED AND CORRECTED

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTION**

LATEST

THIS DECLARATION made on the date hereof set forth by GILL, RICHMOND, INC., A TENNESSEE CORPORATION, formerly, GILL, RICHMOND & BROWN, INC. hereinafter referred to as "DEVELOPER".

WITNESSETH:

WHEREAS, Developer is the owner of certain property in the city of Memphis, Shelby County, Tennessee, which is more particularly described as follows:

Approved general Plan of Cordova Station P.U.D., as shown on PD 87-324CC, in the Register's Office of Shelby County, Tennessee. These Covenants, conditions, and restrictions have been previously recorded as instrument number #BE 7075, and rerecorded as instrument number #BF 9670, AND #BG 6653. This instrument is being rerecorded again to clarify and correct scrivener's error to state that this instrument only applies to Parcel 2, as recorded in Plat Book 126, Page 81, of the Register's Office of Shelby County, Tennessee, and does not apply to Parcels 1,3,4, and 5, as shown in Plat Book 126, Page 81, in said Register's Office.

AND WHEREAS, Developer will convey the said property, or portions thereof, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, Developer hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, restrictions, covenants, and conditions shall run with the property, and be binding on all parties having or acquiring any right, title, or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I**ARCHITECTURAL CONTROL**

AS SET OUT HEREINABOVE, the Developer retains architectural control of the exterior design of all improvements, planting, signs, fencing, screening, structures, landscaping, paving, lighting, and any and all other improvements on property as required by Developer. The right of Plans Approval shall be a part of any contract of sale of a Parcel by Developer. When the full scope of construction, including all of the elements set out herein for Plans Approval shall have been completed, the Owner of said Parcels shall notify Developer, who shall inspect and notify Owner of the satisfactory completion. Any deviation from the Plans as submitted shall be noted and satisfactory compliance shall be undertaken by the Owner have no occupy said premises or any part of the Parcel until all of the improvements on said Parcel shall conform to the Plans as submitted, unless performance shall have been assured to the satisfaction of Developer, or upon its resignation, the Association.

After all Parcels have been sold and improved, as provided herein, any modification of improvements shall be approved by Developer, or upon his resignation, by the Association.

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Resignation as the term is used herein, shall mean the transfer by written instrument of Developer's architectural control to Association.

ARTICLE II

EXTERIOR MAINTENANCE

Each owner shall be responsible for maintenance, painting, repair, and upkeep on his Parcel and Improvements.

In the event an Owner of any Parcel shall fail to maintain his Parcel and the Improvements thereon in a manner reasonably satisfactory to the Developer, and in keeping with other Parcels, the Developer shall, after due notice, have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Parcel and the exterior of the buildings and any other improvements erected thereon, such right to be exercised by a majority vote of the member of the Association. The cost of such maintenance shall be added to, and become part of, the assessment for that Parcel.

Maintenance, as the term is used herein, shall include all landscaping and the proper care and prevention of landscaping. In the event that any shrub, bush, tree, or other landscaping added as part of improvements shall die, or, by accident, be destroyed, the same shall be replaced to the greatest possible degree by the Owner of said Parcel.

The right to enforce the provisions of maintenance shall be exercised by the Developer, unless he has resigned, until all of the Parcels shall have been sold and improved, and thereupon, by an Association which can be formed by the Parcel Owners.

ARTICLE III

USE RESTRICTIONS

All of the Parcels in Property and Property inclusive, shall be used only for the uses and purposes set out in the Cordova Station, P.U.D.

Parcels may be used and occupied by Lessees of the Owner, subject to the provision and restrictions of this Declaration, and for the uses and purposes stated herein. Both Lessee and Owner will be subject to all provisions and restrictions, and Owner will continue to have all the responsibilities provided for herein.

The additional and specific use restrictions shall also apply and are as follows:

- A) After conveyance by Developer, no Parcels, Lots, or other tracts of land may further re-subdivided into additional Parcels, but portions of adjacent Parcels may be acquired and used to result in larger Parcels, provided no additional Parcels are created.
- B) The building set-back lines shown on Cordova Station P.U.D. shall be observed.
- C) The installation and maintenance of radio and television antennae and similar communication devices are prohibited, unless the same are hidden from public view, and do not extend above the parapet wall as shown on the approved Plans.
- D) The size, style, color, location, and lighting of all signs are subject to prior approval of the Developer, as part of Plans Approval.
- E) There shall be no access across any Parcel to any street, access, or thoroughfare except to Cordova Station Ave., Macon Road, or to streets to be constructed by Developer, nor shall there be any access to adjoining property.
- F) Permission to keep or maintain any animals, or any kind, on any Parcel of Property shall be subject to rules and regulations adopted by the Developer, property owners, and/or an Association to be formed.

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- G) All trash, garbage, waste and materials of a similar nature shall be screened from view and shall be placed within a secure, screened and well-maintained container. The area where such container shall be placed shall be shown on the plan of development of each Parcel.
- H) No noxious or offensive trade or activity shall be conducted on any Parcel, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood, nor shall any activity be permitted thereon which violates any statute or ordinance of any governmental authority.
- I) No mobile home, trailer, recreational vehicle, or boat, or other temporary structure shall be placed or used on any parcel other than in connection with construction of a permanent structure.
- J) No variation or change in zoning shall be applied for or petitioned unless the same shall first have been presented to the Developer and/or Association. In the event a variation or a change in zoning is applied for or petitioned, and denied, any subsequent such application shall require the same submission such application shall require the same submission for Approval to the Association as the original petition or application.
- K) There shall be no sales, displays of wares, goods or products, and there shall be no signs other than an identification of Cordova Station Office Park and individual building signs as approved in said building plans to be submitted for approval.
- L) Passing out of circulars, handbills, fliers, or other such announcements or advertisements to pedestrians, or placing same on vehicles parked on individual Parcels, or anywhere within Property, are not permitted.
- M) Notwithstanding any of the provisions herein, the Developer and/or Association shall maintain full control of all of the office lots, including the use, prohibition or use, and manner in which the same shall be maintained, landscaped, or otherwise employed. It is specifically understood and agreed that there may be constructed on Parcel 9, in the vicinity of the Southwest corner of Cordova Station Avenue and Macon Road, a sign, as provided in Amendment to Real Estate Contract Dated September 22, 1989, between Developer and Realty & Financial Services, Inc. In addition thereto, there may be constructed brick entranceways to be designed, and these entranceways shall be emplaced at the entrances of Cordova Station Office Park. The purchasers of Parcels 2, 3, 12, NA, and NA, as part of the conveyance of the Parcel to them, shall grant to the Association, a perpetual easements for the construction, use, and maintenance, and the right to have the said entranceway and signs emplaced thereon. In addition to the foregoing easement, the conveyance shall, in the case of all the signs mentioned in this section, and the entranceways, provide for the right of the Developer and/or Association to have lights emplaced so as to illuminated the aforesaid sign and entranceways.

ARTICLE IV

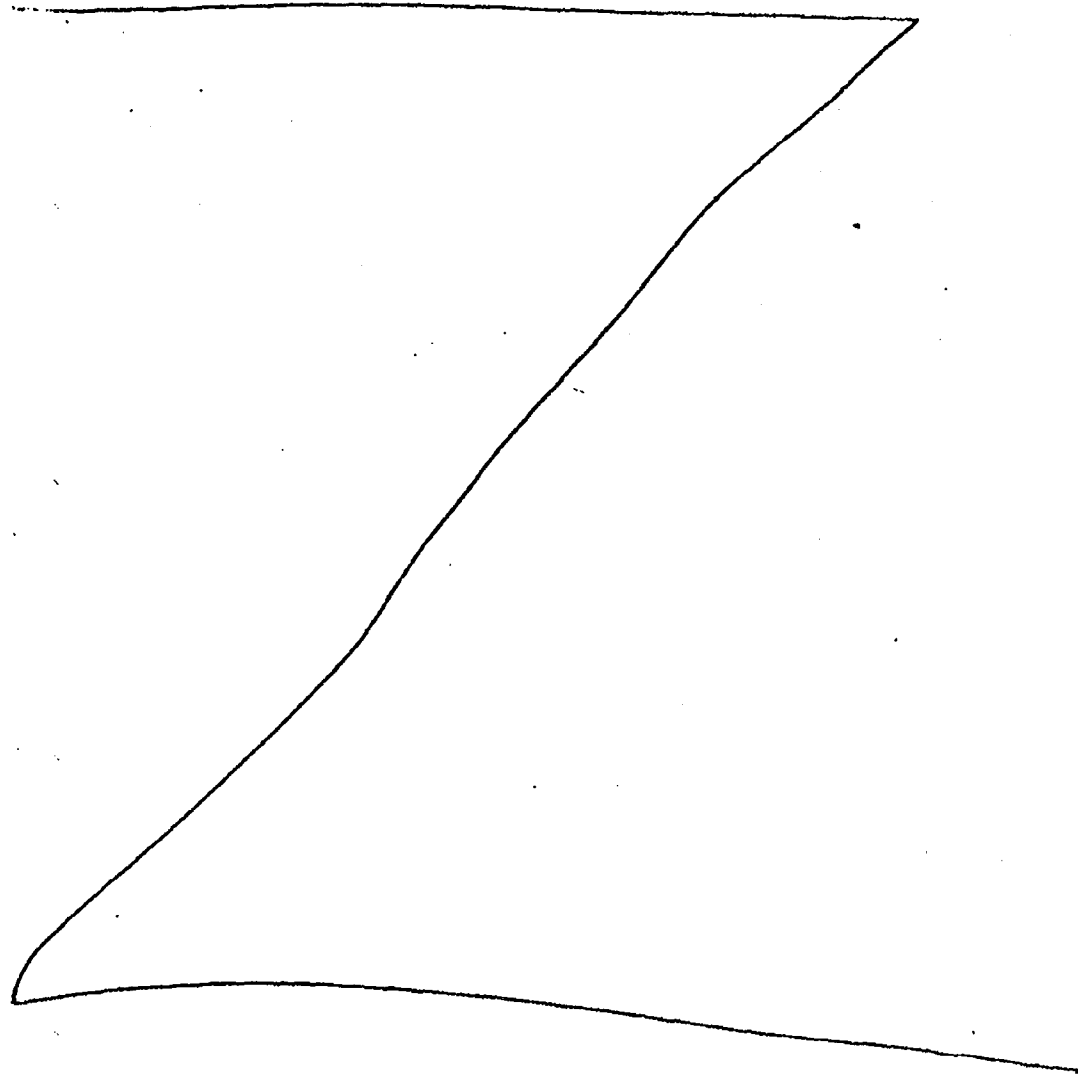
GENERAL PROVISIONS

Section 1. Enforcement. The Developer and/or The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, conditions, covenants, reservations, liens, and charges now or hereafter imposed by this Declaration. Failure by the Developer or Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver or the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

HM 3574

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefits of, and be enforceable by the Developer and/or Association, and the Owner of any Parcel subject to this Declaration, their representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date of this Declaration is recorded, after which time said covenants shall be extended for successive periods of ten (10) years. The Covenants and Restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners, and thereafter by instrument signed by not less than seventy-five (75%) percent of the Parcel Owners. Any Amendment must be properly recorded.



HM 3574

IN WITNESS WHEREOF, Gill Richmond, Inc., has caused this instrument to be executed this the 7th day of April, 1998.

GILL RICHMOND, INC.
[Signature]
BY: RAY GILL, PRESIDENT

STATE OF TENNESSEE

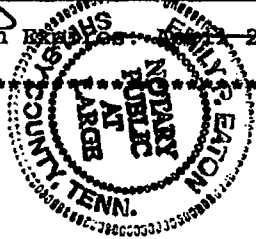
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared RAY GILL, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the president (or other officer authorized to execute the instrument) of Gill & Richmond, Inc., formally Gill, Richmond, & Brown, Inc., the within named bargainor, a corporation, and that he as such President executed the forgoing instrument for the purposes therein contained by signing the name if the corporation by himself as President.

WITNESS my hand and Official Seal at office this 7TH day of

APRIL 1998

[Signature]
Notary At Large
Notary Commission Expires 28, 1998 6-10-98



No.	HM 3574
D/C	DR # 8
Pgs.	1
Vol.	
STATE TAX	
REGISTER'S FEE	
RECORDING FEE	20.00
WT MISC FEE	30.00
TOTAL	40.00
STATE OF TENNESSEE	

HM3574

SHELBY COUNTY REGISTER OF DEEDS

98 JUN 16 PM 1:51

BG 6653
18 BF 9670
17

**CORPORATE FORM
WARRANTY DEED**

THIS INDENTURE, made and entered into this 22nd day of September, 1989, by and between GILL, RICHMOND & BROWN, INC., a Tennessee Corporation, party of the first part, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, and Cordova Station Partners L.P., a Tennessee Limited Partnership whose sole general partner is RPS, Inc., a Tennessee Corporation, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Shelby, State of Tennessee:

See Exhibit "A" attached hereto and incorporated herein by reference.

This being part of the same property conveyed to party of the first part by warranty Deed of record at Instrument No. AC 0928 in the Shelby County Register's Office.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforescribed real estate; that it has good right to sell and convey the same; that the same is unencumbered, except for building lines, easements, and restrictions of record at Plat Book 120, Page 96, Plat Book 125, Page 32, and Plat Book 126, Page 81, and easements of record at Instrument Nos. AL 0126 and AS 3119, the Declaration of Covenants, Conditions and Restrictions of record at Instrument No. BA 6211 and re-recorded at Instrument No. BF9669, all of record in the Shelby County Register's Office, and the Declaration of Covenants, Conditions and Restrictions and the Cordova Station Office Park Site Improvement Conditions and Improvement Specification as described in Exhibit "B", which is attached hereto and incorporated herein by reference, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

GILL, RICHMOND & BROWN, INC.

By: Raymond B. Gill
Its: President

Rerecorded to include Exhibit A.

BF 99
BG 6653

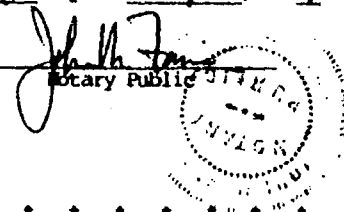
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Raymond B. Gill III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Gill, Richmond & Brown, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President

WITNESS my hand and Notarial Seal at office this 22nd day of Sept., 1989.

My Commission Expires:

2/5/91



Property Address:

Vacant Land located at the
Southwest Corner of Macon Rd.
and Cordova Station Ave.

Mail Tax Bills to:

This Instrument Prepared By:

John M. Farris, Esq.
1400 Morgan Keegan Tower
Memphis, Tennessee 38103

State Tax-----\$
Register's Fee-----\$.50
Recording Fee-----\$ 6.00
Total-----\$

Return To:

Renee E. Castle, Esq.
Suite 328, 6060 Primacy Pkwy.
Memphis, Tennessee 38119-5738

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 134,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Raymond B. Gill III
Affiant

Subscribed and sworn to before me this 22nd day of Sept., 1989.

John H. Farris
Notary Public

My Commission Expires:

2/5/91



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EXHIBIT A

Beginning at a point in the west line of Cordova Station Avenue 30.00 feet south of the south line of Macon Road (produced); thence south 4 degrees 39 minutes 06 seconds east 120.00 feet to a point; thence south 85 degrees 20 minutes 54 seconds west 160.00 feet to a point; thence north 4 degrees 39 minutes 06 seconds west 150.00 feet to a point in the south line of Macon Road; thence along the south line of said Macon Road north 85 degrees 20 minutes 54 seconds east 130.00 feet to a point; thence southeastwardly along the arc of a curve to the right with a radius of 30.00 feet, an arc length of 47.12 feet to the point of beginning.

REVISED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

BF 9670
BG 6653

THIS DECLARATION made on the date hereof set forth by
Gill Richmond & Brown, Inc., a Tennessee Corporation,
hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in
the City of Memphis, Shelby County, Tennessee, which is more
particularly described as follows:

Approved General Plan of Cordova Station P.U.D., as
shown on PD 87-324cc, in the Register's Office of Shelby
County, Tennessee.

AND WHEREAS, Developer will convey the said property,
or portions thereof, subject to certain protective
covenants, conditions, restrictions, reservations, liens and
charges as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the
property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants
and conditions, all of which are for the purpose of
enhancing and protecting the value, desirability and
attractiveness of the property. These easements,
restrictions, covenants and conditions shall run with the
property and be binding on all parties having or acquiring
any right, title or interest in the described property or
any part thereof, and shall inure to the benefit of each
owner thereof.

ARTICLE I.

ARCHITECTURAL CONTROL

As set out hereinabove, the Developer retains
architectural control of the exterior design of all
improvements, planting, signs, fencing, screening,
structures, landscaping, paving, lighting and any and all
other improvements on property as required by Developer.
The right of Plans Approval shall be a part of any contract
of sale of a Parcel by Developer. When the full scope of

EXHIBIT "B"

BG 6653

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construction, including all of the elements set out herein for Plans Approval shall have been completed, the Owner of said Parcels shall notify Developer which shall inspect and notify Owner of the satisfactory completion. Any deviation from the Plans as submitted shall be noted and satisfactory compliance shall be undertaken by Owner and the Owner shall have no right to occupy said premises or any part of the Parcel until all of the improvements on said Parcel shall conform to the Plans as submitted, unless performance shall have been assured to the satisfaction of Developer, or upon its resignation, the Association.

After all Parcels have been sold and improved, as provided herein, any modification of improvements shall be approved by Developer, or upon his resignation, by the Association.

Resignation as the term is used herein, shall mean the transfer by written instrument of Developer's architectural control to Association.

ARTICLE II.

EXTERIOR MAINTENANCE

Each Owner shall be responsible for maintenance, painting, repair and upkeep on his Parcel and Improvements.

In the event an Owner of any Parcel shall fail to maintain his Parcel and the Improvements thereon in a manner reasonable satisfactory to the Developer and in keeping with other Parcels, the Developer shall after due notice, have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Parcel and the exterior of the buildings and any other improvements erected thereon, such right to be exercised by a majority vote of the member of the Association. The cost of such maintenance shall be added to and become part of the assessment for that Parcel.

Maintenance, as the term is used herein, shall include all landscaping and the proper care and preservation of landscaping. In the event that any shrub, bush, tree or

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other landscaping added as part of improvements shall die or, by any accident, be destroyed, the same shall be replaced to the greatest possible degree by the Owner of the said Parcel.

The right to enforce the provisions of maintenance shall be exercised by the Developer, unless he has resigned, until all of the Parcels shall have been sold and improved, and thereupon, by an Association which can be formed by the Parcel Owners.

ARTICLE IX.

USE RESTRICTIONS

All of the Parcels in Property and property inclusive, shall be used only for the uses and purposes set out in the Cordova Station P.U.D.

Parcels may be used and occupied by Lessees of the Owner, subject to the provisions and restrictions of this Declaration, and for the uses and purposes stated herein. Both Lessee and Owner will be subject to all provisions and restrictions, and Owner will continue to have all the responsibilities provided for herein.

The additional and specific use restrictions shall also apply:

(a) After conveyance by Developer, no Parcels, lots, or other tracts of land may be further resubdivided into additional Parcels, but portions of adjacent Parcels may be acquired and used to result in larger Parcels, provided no additional Parcels are created.

(b) The building set-back lines shown on Cordova Station P.U.D. shall be observed.

(c) The installation and maintenance of radio and television antennae and similar communication devices are prohibited, unless the same are hidden from public view, and do not extend above the parapet wall as shown on the approved Plans.

(d) The size, style, color, location and lighting of all signs are subject to prior approval of the Developer, as part of Plans approval.

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(e) There shall be no access across any Parcel to any street, access, or thoroughfare except to Cordova Station Ave. or to streets to be constructed by Developer, nor shall there be any access to adjoining property.

(f) Permission to keep or maintain any animals, of any kind, on any Parcel in Property shall be subject to rules and regulations adopted by the Developer, property owners and/or an Association to be formed.

(g) All trash, garbage, waste and materials of a similar nature shall be screened from view and shall be placed within a secure, screened and well-maintained container. The area where such container shall be placed shall be shown on the plan of development of each Parcel.

(h) No noxious or offensive trade or activity shall be conducted upon any Parcel, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood, nor shall any activity be permitted thereon which violates any statute or ordinance of any governmental authority.

(i) No mobile home, trailer, recreational vehicle or boat or other temporary structure shall be placed or used on any parcel other than in connection with construction of a permanent structure.

(j) No variation or change in zoning shall be applied for or petitioned unless the same shall first have been presented to the Developer and/or Association. In the event a variation or a change in zoning is applied for or petitioned, and denied, any subsequent such application shall require the same submission for approval to the Association as the original petition or application.

(k) There shall be no sales, displays of wares, goods or products, and there shall be no signs other than an identification of Cordova Station Office Park and individual building signs as approved in said building plans to be submitted for approval.

BG 6653 BF 9670

(l) Passing out of circulars, handbills, fliers, or other such announcements or advertisements to pedestrians, or placing same on vehicles parked on individual parcels or any where within Property are not permitted.

(m) Notwithstanding any of the provisions herein, the Developer and/or Association shall maintain full control of all of the office lots including the use, prohibition of use and manner in which the same shall be maintained, landscaped or otherwise employed. It is specifically understood and agreed that there may be constructed on Parcel ____, in the vicinity of the southwest corner of Cordova Station Avenue and Macon Road a sign, as provided in ^{Real} Amendment to Real Estate Sales Contract dated September 22, 1989 between Developer and Realty & Financial Services, Inc. In addition thereto, there may be constructed brick entrance-ways to be designed and these entrance-ways shall be emplaced at the entrances of Cordova Station Office Park. The purchasers of Parcels ____, ____, ____, and ____, as a part of the conveyance of the Parcel to them, shall grant to the Association a perpetual easement for the construction, use, maintenance and right to have the said entrance-way and signs emplaced thereon. In addition to the foregoing easement, the conveyance shall, in the case of all of the signs mentioned in this section, and the entrance-ways, provide for the right of the Developer and/or Association to have lights emplaced so as to illuminate the aforesaid sign and entrance-ways.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. The Developer and/or The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Developer or Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

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BF 9670

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefits of, and be enforceable by, the Developer and/or Association and the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners. Any amendment must be properly recorded.

BF 9670

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CORDOVA STATION OFFICE PARK
Site Improvement Conditions
and
CORDOVA STATION OFFICE PARK
Improvement Specifications

CONTINUATION OF EXHIBIT "B"

CORUOVA STATION OFFICE PARK
Site Improvement Conditions

BF 9670

BG 6653

Preface

The uncontrolled development and maintenance of buildings and sites can be destructive to adjacent property values and to the harmonious use of materials and esthetics of the office land. Due to the above, Cordova Station Office Park will maintain control of all exterior building materials, landscaping, screening, lighting and traffic circulation in each site development.

Article I - Buildings

Approval required for the following:

- A. Design and Location (Plans by a Licensed Architect)
- B. Exterior materials (Natural appearing and limited number)
- C. Vents (Plumbing, Heating, Etc.)
 - 1. Gather together when practicable
 - 2. Hidden from public's view
- D. Mechanical equipment (screening)
 - 1. Roof top mounted
 - 2. Ground mounted
- E. Utility Meters and Connecting Conduit
 - 1. Location
 - 2. Screening required (electric & gas meters)
 - 3. Underground electrical service required
 - 4. Underground telephone service required

Article II - Site Improvements

Approval required for the following:

- A. Landscaping (a landscape plan is required)
 - 1. Street Trees
 - 2. Grading to save trees where possible
 - 3. Screening and berms as required
 - 4. Planting in parking areas
 - 5. Water maintenance availability and capacity
- B. Street Curb Cuts
 - 1. Location and Width
- C. Parking Lots and Paving Materials
 - 1. Traffic circulation and parking layout and striping
 - 2. Curbs, gutters, sidewalks
- D. Exterior Lighting (parking lot lighting to be directed inwardly)
 - 1. Location
 - 2. Height
 - 3. Style of Fixtures
- E. Garbage Collection Areas
 - 1. Indicate type and location
 - 2. Must be properly screened with gates
- F. The Owner must arrange for debris and mud to be kept from streets and site during construction.

CORDOVA STATION OFFICE PARK
Improvement Specifications

BE 9670
BG 6653

Preface

The uncontrolled use of signs and their shapes, notion, colors, illumination and their insistent and distracting demand for attention can be destructive to adjacent property values and to natural beauty. Due to the above, Cordova Station Office Park will maintain control of all signs.

Article I - Definitions

- A. Abandoned Sign: A sign which no longer correctly directs or exhorts any person, advertises a bona fide business, lessor, owner, project or activity conducted or product available on the premises where such sign is displayed.
- B. Animated Sign: Any sign which includes action or motion. This term does not refer to flashing or changing, all of which are separately defined.
- C. Changeable Copy Sign (Manual): A sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.
- D. Changing Sign (Automatic): A sign such as an electronically or electrically controlled public service time, temperature and date sign, message center or readerboard, where different copy changes are shown on the same lamp bank.
- E. Copy: The wording or graphics on a sign surface.
- F. Face of Sign: The entire area of sign on which copy could be placed. The area of a sign which is visible from one direction as projected on a plane.
- G. Flashing Sign: Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are classed as changing signs (automatic).
- H. Ground Level: Immediate surrounding grade.

BF 9670
BG 6653

- I. Height of Sign: The vertical distance measured from the surrounding grade to the highest point of sign.
- J. Sign: Any identification, description, illustration or device illuminated or non-illuminated which is visible from any public or private place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information. For the purpose of removal, signs shall also include all sign structures.
- K. Sign Structure: Any structure which supports, has supported or is capable of supporting a sign, including decorative cover.
- L. Temporary Sign: A sign which is not permanent and is allowed for a specific time period.

Article II - Requirements for Permanent Signs

A. Allowable Permanent Signs (Requires Approval)

1. Ground mounted identification sign - One ground mounted sign shall be allowed per lot, whether lot faces one or two streets.

B. Size

1. Ground mounted signs shall not exceed twenty (20) sq. ft. per face and total sign area shall not exceed forty (40) sq. ft. total of all faces. Height of sign shall be a maximum of four (4) feet as measured from the surrounding grade.

C. Location

1. Ground Mounted Signs - Where the building line is forty (40) feet or less, the sign shall be placed within ten (10) feet from the front face of the building. Where the building setback is more than forty (40) feet, the sign location shall not be less than 30'-0" from the face of the curb or edge of pavement of any street.

D. Content

1. Ground mounted signs shall be limited to (a) the name of the building and address; or, (b) the names of not more than four businesses and the address. Graphic logos have to be approved.

BF 9670
BG 6653

Article III - Requirements for Temporary Signs

A. Allowable Temporary Signs (Requires Approval)

1. Construction signs - One sign per lot whether lot faces one or two streets.
2. Real Estate Signs - One sign per street frontage.

B. Size

1. Construction Signs - The sign area of one face shall not exceed thirty-five (35) sq. ft. and sign area shall not exceed seventy (70) sq. ft. total on all faces. Height shall not exceed ten (10) feet from surrounding grade.
2. Real Estate Signs - The sign area of one face shall not exceed twenty-five (25) sq. ft. and sign area shall not exceed fifty (50) sq. ft. total on all faces. Height shall not exceed six (6) feet from the surrounding grade.

C. Location

1. Construction signs shall be at least ten (10) feet behind the curb face.
2. Real estate signs shall be at least ten (10) feet behind the curb face.

D. Content

1. Construction Signs: Identification of the project, contractor, architect, engineer and other firms (including financing) involved in the construction.
2. Real Estate Signs - Advertisement for the sale, rental or lease of the premises or part of the premises and the identification of the agents for same.

E. Removal of Temporary Signs

1. Construction signs shall be removed immediately upon completion of exterior construction or installation of any permanent sign.
2. Real estate signs shall be removed upon completion of the initial "Rent-Up" of the premises. Thereafter, real estate signs shall not be permitted.

BF 9670
BG 6653

Article IV Prohibited Signs

A. Sign Types

1. Signs which show pictures of human figures or animals except for approved logos, or signs which show pictures of flood or which contain characters, cartoons or contain statements, words or pictures of an obscene, indecent or immoral character which would offend local public morals or decency.
2. Changeable copy signs with interchangeable letters.
3. Signs which advertise an activity, business, product or service not conducted on the premises upon which the sign is located.
4. Signs which have any moving parts.
5. Changing signs (automatic or flashing).
6. Signs which contain or consist of banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, or other similarly prohibited signs, either inside or outside of the building.
7. Interior lighted translucent signs, except that interior lighted translucent letters are allowed in specific uses as approved.
8. Signs which contain reflective materials.
9. Signs which contain reflective type bulbs, pulsating lights or strobe light.
10. Signs which are made structurally sound by guy wires or unsightly bracing.
11. Signs attached to, suspended from, or painted on any vehicle which is regularly parked on any street or private property to display, demonstrate, advertise or attract the attention of the public.
12. Any permanent wall sign.
13. No mailboxes, unless required by the U. S. Postal Services. If required, design and location as approved.

BF 9670
BG 6653

CORDOVA STATION OFFICE PARK

Preface

If, in the event the owner prefers a wall-mounted sign rather than a ground mounted identification sign in the project, the following ADDED controls shall apply.

Article I - Definitions:

- A. Wall Sign: A sign attached to or erected against the wall of a building with the face parallel to the face of the building wall or attached perpendicular to the building.

Article II - Requirements For Permanent Signs

A. Allowable Permanent Signs (Required Approval)

1. Wall mounted identification sign - One wall sign shall be allowed per building whether the building is on a corner lot or not.

B. Size:

1. Wall mounted identification signs shall not exceed twelve (12) sq. ft. per sign area face or the total sign area of all faces.

C. Location: (Requires Approval)

1. A wall sign mounted on a building wall provided said wall contains the main entrance of the building.
2. A wall sign shall not project above the cornice line or first floor ceiling line, whichever is lower.

D. Content

1. The wall sign shall be limited to the name of the building or one business and the address. Graphic logos have to be approved.

Article III - Requirements for Temporary Signs

-SAME-

Article IV - Prohibited Signs

BF 9670
BG 6653

14. Exterior directories shall not be allowed.
15. Building address shall be on ground mounted sign, not wall mounted.

Article V - Illumination

A. Illumination Restrictions

1. The light for or from any illuminated sign shall be so shade shielded or directed that the light intensity will not be objectionable to surrounding areas.
2. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness or color. Beacon lights are not permitted.
3. Exposed bulbs shall not be used on the exterior surface of any sign except when approved.
4. Exposed neon shall not be allowed.
5. Interior lighted translucent letters or logos are allowed only as approved. Translucent background shall not be used.

Article IV - Maintenance

All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.

BF 9670

BG 6653

-SAME EXCEPT

- 1. Eliminate item 12
- 2. Change Item 13 to read:
"Building address shall be on wall mounted identification signs, not ground-mounted".

Article V - Illumination

-SAME-

Article VI - Maintenance

-SAME-

BG6653

SHELBY COUNTY
REGISTER OF DEEDS
OCT 10 1973 4:26

BF 9670

BF 9670	
No.	
STATE TAX	442.20
REGISTER'S FEE	1.00
RECORDING FEE	51.00
TOTAL	494.20
STATE OF TENNESSEE	
SHELBY COUNTY	
GUY B. BATES	
REGISTER	
23	
MM	

Re Due

BG 6653	
STATE TAX	
REGISTER'S FEE	
RECORDING FEE	
TOTAL	5400
STATE OF TENNESSEE	
SHELBY COUNTY	
GUY B. BATES	
REGISTER	
23	
MM	

RECEIVED
OCT 10 1973 4:26

REVISED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION made on the date hereof set forth by
Gill Richmond & Brown, Inc., a Tennessee Corporation,
hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in
the City of Memphis, Shelby County, Tennessee, which is more
particularly described as follows:

Approved General Plan of Cordova Station P.U.D., as
shown on PD 87-324cc, in the Register's Office of Shelby
County, Tennessee.

AND WHEREAS, Developer will convey the said property,
or portions thereof, subject to certain protective
covenants, conditions, restrictions, reservations, liens and
charges as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the
property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants
and conditions, all of which are for the purpose of
enhancing and protecting the value, desirability and
attractiveness of the property. These easements,
restrictions, covenants and conditions shall run with the
property and be binding on all parties having or acquiring
any right, title or interest in the described property or
any part thereof, and shall inure to the benefit of each
owner thereof.

ARTICLE I.

ARCHITECTURAL CONTROL

As set out hereinabove, the Developer retains
architectural control of the exterior design of all
improvements, planting, signs, fencing, screening,
structures, landscaping, paving, lighting and any and all
other improvements on property as required by Developer.
The right of Plans Approval shall be a part of any contract
of sale of a Parcel by Developer. When the full scope of

construction, including all of the elements set out herein for Plans Approval shall have been completed, the Owner of said Parcels shall notify Developer which shall inspect and notify Owner of the satisfactory completion. Any deviation from the Plans as submitted shall be noted and satisfactory compliance shall be undertaken by Owner and the Owner shall have no right to occupy said premises or any part of the Parcel until all of the improvements on said Parcel shall conform to the Plans as submitted, unless performance shall have been assured to the satisfaction of Developer, or upon its resignation, the Association.

After all Parcels have been sold and improved, as provided herein, any modification of improvements shall be approved by Developer, or upon his resignation, by the Association.

Resignation as the term is used herein, shall mean the transfer by written instrument of Developer's architectural control to Association.

ARTICLE II.

EXTERIOR MAINTENANCE

Each Owner shall be responsible for maintenance, painting, repair and upkeep on his Parcel and Improvements.

In the event an Owner of any Parcel shall fail to maintain his Parcel and the Improvements thereon in a manner reasonable satisfactory to the Developer and in keeping with other Parcels, the Developer shall after due notice, have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Parcel and the exterior of the buildings and any other improvements erected thereon, such right to be exercised by a majority vote of the member of the Association. The cost of such maintenance shall be added to and become part of the assessment for that Parcel.

Maintenance, as the term is used herein, shall include all landscaping and the proper care and preservation of landscaping. In the event that any shrub, bush, tree or

other landscaping added as part of improvements shall die or, by any accident, be destroyed, the same shall be replaced to the greatest possible degree by the Owner of the said Parcel.

The right to enforce the provisions of maintenance shall be exercised by the Developer, unless he has resigned, until all of the Parcels shall have been sold and improved, and thereupon, by an Association which can be formed by the Parcel Owners.

ARTICLE IX.

USE RESTRICTIONS

All of the Parcels in Property and property inclusive, shall be used only for the uses and purposes set out in the Cordova Station P.U.D.

Parcels may be used and occupied by Lessees of the Owner, subject to the provisions and restrictions of this Declaration, and for the uses and purposes stated herein. Both Lessee and Owner will be subject to all provisions and restrictions, and Owner will continue to have all the responsibilities provided for herein.

The additional and specific use restrictions shall also apply:

(a) After conveyance by Developer, no Parcels, lots, or other tracts of land may be further resubdivided into additional Parcels, but portions of adjacent Parcels may be acquired and used to result in larger Parcels, provided no additional Parcels are created.

(b) The building set-back lines shown on Cordova Station P.U.D. shall be observed.

(c) The installation and maintenance of radio and television antennae and similar communication devices are prohibited, unless the same are hidden from public view, and do not extend above the parapet wall as shown on the approved Plans.

(d) The size, style, color, location and lighting of all signs are subject to prior approval of the Developer, as part of Plans approval.

(e) There shall be no access across any Parcel to any street, access, or thoroughfare except to Cordova Station Ave. or to streets to be constructed by Developer, nor shall there be any access to adjoining property.

(f) Permission to keep or maintain any animals, of any kind, on any Parcel in Property shall be subject to rules and regulations adopted by the Developer, property owners and/or an Association to be formed.

(g) All trash, garbage, waste and materials of a similar nature shall be screened from view and shall be placed within a secure, screened and well-maintained container. The area where such container shall be placed shall be shown on the plan of development of each Parcel.

(h) No noxious or offensive trade or activity shall be conducted upon any Parcel, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood, nor shall any activity be permitted thereon which violates any statute or ordinance of any governmental authority.

(i) No mobile home, trailer, recreational vehicle or boat or other temporary structure shall be placed or used on any parcel other than in connection with construction of a permanent structure.

(j) No variation or change in zoning shall be applied for or petitioned unless the same shall first have been presented to the Developer and/or Association. In the event a variation or a change in zoning is applied for or petitioned, and denied, any subsequent such application shall require the same submission for approval to the Association as the original petition or application.

(k) There shall be no sales, displays of wares, goods or products, and there shall be no signs other than an identification of Cordova Station Office Park and individual building signs as approved in said building plans to be submitted for approval.

(l) Passing out of circulars, handbills, fliers, or other such announcements or advertisements to pedestrians, or placing same on vehicles parked on individual Parcels or any where within Property are not permitted.

(m) Notwithstanding any of the provisions herein, the Developer and/or Association shall maintain full control of all of the office lots including the use, prohibition of use and manner in which the same shall be maintained, landscaped or otherwise employed. It is specifically understood and agreed that there may be constructed on Parcel ____, in the vicinity of the southwest corner of Cordova Station Avenue and Macon Road a sign, as provided in ^{Real} Amendment to Real Estate Sales Contract dated September 21, 1989 between Developer and Realty & Financial Services, Inc. In addition thereto, there may be constructed brick entrance-ways to be designed and these entrance-ways shall be placed at the entrances of Cordova Station Office Park. The purchasers of Parcels ____, ____, ____, and ____ as a part of the conveyance of the Parcel to them, shall grant to the Association a perpetual easement for the construction, use, maintenance and right to have the said entrance-way and signs placed thereon. In addition to the foregoing easement, the conveyance shall, in the case of all of the signs mentioned in this section, and the entrance-ways, provide for the right of the Developer and/or Association to have lights placed so as to illuminate the aforesaid sign and entrance-ways.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. The Developer and/or The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Developer or Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

BF 9670

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefits of, and be enforceable by, the Developer and/or Association and the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners. Any amendment must be properly recorded.

CORPORATE FORM
WARRANTY DEED

THIS INDENTURE, made and entered into this 22nd day of September, 1989, by and between GILL, RICHMOND & BROWN, INC., a Tennessee Corporation, party of the first part, a corporation organized and existing under and by virtue of the laws of the State of Tennessee, and Cordova Station Partners L.P., a Tennessee Limited Partnership whose sole general partner is RFS, Inc., a Tennessee Corporation, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of Shelby, State of Tennessee:

See Exhibit "A" attached hereto and incorporated herein by reference.

This being part of the same property conveyed to party of the first part by Warranty Deed of record at Instrument No. AC 0928 in the Shelby County Register's Office.

TO HAVE AND TO HOLD the aforesaid real estate together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, its heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforesaid real estate; that it has good right to sell and convey the same; that the same is unencumbered, except for building lines, easements, and restrictions of record at Plat Book 120, Page 96, Plat Book 125, Page 32, and Plat Book 126, Page 81, and easements of record at Instrument Nos. AL 0126 and AS 3119, the Declaration of Covenants, Conditions and Restrictions of record at Instrument No. BA 6211 and re-recorded at Instrument No. BF9670, all of record in the Shelby County Register's Office, and the Declaration of Covenants, Conditions and Restrictions and the Cordova Station Office Park Site Improvement Conditions and Improvement Specification as described in Exhibit "B", which is attached hereto and incorporated herein by reference, and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed by and through its duly authorized officers the day and year first above written.

GILL, RICHMOND & BROWN, INC.

By: Raymond B. Gill

Its: President

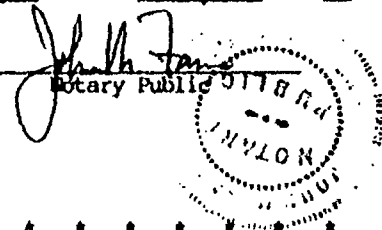
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Raymond B. Gill III, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of Gill, Richmond & Brown, Inc., the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President

WITNESS my hand and Notarial Seal at office this 22nd day of Sept., 1989.

My Commission Expires:

2/5/91



Property Address:

Vacant Land located at the
Southwest Corner of Macon Rd.
and Cordova Station Ave.

Mail Tax Bills to:

This Instrument Prepared By:

John M. Farris, Esq.
1400 Morgan Keegan Tower
Memphis, Tennessee 38103

State Tax-----\$
Register's Fee-----\$.50
Recording Fee-----\$ 6.00
Total-----\$ _____

Return To:

Renee E. Castle, Esq.
Suite 328, 6060 Primacy Pkwy.
Memphis, Tennessee 38119-5738

I, or we, hereby swear or affirm that, to the best of affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$ 134,000.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Raymond B. Gill III
Affiant

Subscribed and sworn to before me this 22nd day of Sept., 1989.

John M. Farris
Notary Public

My Commission Expires:

2/5/91



BF 9670

**CORDOVA STATION OFFICE PARK
Site Improvement Conditions
and
CORDOVA STATION OFFICE PARK
Improvement Specifications**

CONTINUATION OF EXHIBIT "B"

CORDOVA STATION OFFICE PARK
Site Improvement Conditions

BF 9670

Preface

The uncontrolled development and maintenance of buildings and sites can be destructive to adjacent property values and to the harmonious use of materials and esthetics of the office land. Due to the above, Cordova Station Office Park will maintain control of all exterior building materials, landscaping, screening, lighting and traffic circulation in each site development.

Article I - Buildings

Approval required for the following:

- A. Design and Location (Plans by a Licensed Architect)
- B. Exterior materials (Natural appearing and limited number)
- C. Vents (Plumbing, Heating, Etc.)
 - 1. Gather together when practicable
 - 2. Hidden from public's view
- D. Mechanical equipment (screening)
 - 1. Roof top mounted
 - 2. Ground mounted
- E. Utility Meters and Connecting Conduit
 - 1. Location
 - 2. Screening required (electric & gas meters)
 - 3. Underground electrical service required
 - 4. Underground telephone service required

Article II - Site Improvements

Approval required for the following:

- A. Landscaping (a landscape plan is required)
 - 1. Street Trees
 - 2. Grading to save trees where possible
 - 3. Screening and berms as required
 - 4. Planting in parking areas
 - 5. Water maintenance availability and capacity
- B. Street Curb Cuts
 - 1. Location and Width
- C. Parking Lots and Paving Materials
 - 1. Traffic circulation and parking layout and striping
 - 2. Curbs, gutters, sidewalks
- D. Exterior Lighting (parking lot lighting to be directed inwardly)
 - 1. Location
 - 2. Height
 - 3. Style of Fixtures
- E. Garbage Collection Areas
 - 1. Indicate type and location
 - 2. Must be properly screened with gates
- F. The Owner must arrange for debris and mud to be kept from streets and site during construction.

CURDOVA STATION OFFICE PARK
Improvement Specifications

BF 9670

Preface

The uncontrolled use of signs and their shapes, notion, colors, illumination and their insistent and distracting demand for attention can be destructive to adjacent property values and to natural beauty. Due to the above, Cordova Station Office Park will maintain control of all signs.

Article I - Definitions

- A. Abandoned Sign: A sign which no longer correctly directs or exhorts any person, advertises a bona fide business, lessor, owner, project or activity conducted or product available on the premises where such sign is displayed.
- B. Animated Sign: Any sign which includes action or motion. This term does not refer to flashing or changing, all of which are separately defined.
- C. Changeable Copy Sign (Manual): A sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.
- D. Changing Sign (Automatic): A sign such as an electronically or electrically controlled public service time, temperature and date sign, message center or readerboard, where different copy changes are shown on the same lamp bank.
- E. Copy: The wording or graphics on a sign surface.
- F. Face of Sign: The entire area of sign on which copy could be placed. The area of a sign which is visible from one direction as projected on a plane.
- G. Flashing Sign: Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are classed as changing signs (automatic).
- H. Ground Level: Immediate surrounding grade.

BF 9670

- I. Height of Sign: The vertical distance measured from the surrounding grade to the highest point of sign.
- J. Sign: Any identification, description, illustration or device illuminated or non-illuminated which is visible from any public or private place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information. For the purpose of removal, signs shall also include all sign structures.
- K. Sign Structure: Any structure which supports, has supported or is capable of supporting a sign, including decorative cover.
- L. Temporary Sign: A sign which is not permanent and is allowed for a specific time period.

Article II - Requirements for Permanent Signs

A. Allowable Permanent Signs (Requires Approval)

1. Ground mounted identification sign - One ground mounted sign shall be allowed per lot, whether lot faces one or two streets.

B. Size

1. Ground mounted signs shall not exceed twenty (20) sq. ft. per face and total sign area shall not exceed forty (40) sq. ft. total of all faces. Height of sign shall be a maximum of four (4) feet as measured from the surrounding grade.

C. Location

1. Ground Mounted Signs - Where the building line is forty (40) feet or less, the sign shall be placed within ten (10) feet from the front face of the building. Where the building setback is more than forty (40) feet, the sign location shall not be less than 30'-0" from the face of the curb or edge of pavement of any street.

D. Content

1. Ground mounted signs shall be limited to (a) the name of the building and address; or, (b) the names of not more than four businesses and the address. Graphic logos have to be approved.

BF 9670

Article III - Requirements for Temporary Signs

A. Allowable Temporary Signs (Requires Approval)

1. Construction signs - One sign per lot whether lot faces one or two streets.
2. Real Estate Signs - One sign per street frontage.

B. Size

1. Construction Signs - The sign area of one face shall not exceed thirty-five (35) sq. ft. and sign area shall not exceed seventy (70) sq. ft. total on all faces. Height shall not exceed ten (10) feet from surrounding grade.
2. Real Estate Signs - The sign area of one face shall not exceed twenty-five (25) sq. ft. and sign area shall not exceed fifty (50) sq. ft. total on all faces. Height shall not exceed six (6) feet from the surrounding grade.

C. Location

1. Construction signs shall be at least ten (10) feet behind the curb face.
2. Real estate signs shall be at least ten (10) feet behind the curb face.

D. Content

1. Construction Signs: Identification of the project, contractor, architect, engineer and other firms (including financing) involved in the construction.
2. Real Estate Signs - Advertisement for the sale, rental or lease of the premises or part of the premises and the identification of the agents for same.

E. Removal of Temporary Signs

1. Construction signs shall be removed immediately upon completion of exterior construction or installation of any permanent sign.
2. Real estate signs shall be removed upon completion of the initial "Rent-Up" of the premises. Thereafter, real estate signs shall not be permitted.

BF 9670

Article IV Prohibited Signs

A. Sign Types

1. Signs which show pictures of human figures or animals except for approved logos, or signs which show pictures of flood or which contain characters, cartoons or contain statements, words or pictures of an obscene, indecent or immoral character which would offend local public morals or decency.
2. Changeable copy signs with interchangeable letters.
3. Signs which advertise an activity, business, product or service not conducted on the premises upon which the sign is located.
4. Signs which have any moving parts.
5. Changing signs (automatic or flashing).
6. Signs which contain or consist of banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, or other similarly prohibited signs, either inside or outside of the building.
7. Interior lighted translucent signs, except that interior lighted translucent letters are allowed in specific uses as approved.
8. Signs which contain reflective materials.
9. Signs which contain reflective type bulbs, pulsating lights or strobe light.
10. Signs which are made structurally sound by guy wires or unsightly bracing.
11. Signs attached to, suspended from, or painted on any vehicle which is regularly parked on any street or private property to display, demonstrate, advertise or attract the attention of the public.
12. Any permanent wall sign.
13. No mailboxes, unless required by the U. S. Postal Services. If required, design and location as approved.

BF 9670

CORDOVA STATION OFFICE PARK

Preface

If, in the event the owner prefers a wall-mounted sign rather than a ground mounted identification sign in the project, the following ADDED controls shall apply.

Article I - Definitions:

- A. Wall Sign: A sign attached to or erected against the wall of a building with the face parallel to the face of the building wall or attached perpendicular to the building.

Article II - Requirements For Permanent Signs

A. Allowable Permanent Signs (Required Approval)

1. Wall mounted identification sign - One wall sign shall be allowed per building whether the building is on a corner lot or not.

B. Size:

1. Wall mounted identification signs shall not exceed twelve (12) sq. ft. per sign area face or the total sign area of all faces.

C. Location: (Requires Approval)

1. A wall sign mounted on a building wall provided said wall contains the main entrance of the building.
2. A wall sign shall not project above the cornice line or first floor ceiling line, whichever is lower.

D. Content

1. The wall sign shall be limited to the name of the building or one business and the address. Graphic logos have to be approved.

Article III - Requirements for Temporary Signs

-SAME-

Article IV - Prohibited Signs

BF 9670

14. Exterior directories shall not be allowed.

15. Building address shall be on ground mounted sign, not wall mounted.

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A. Illumination Restrictions

1. The light for or from any illuminated sign shall be so shade shielded or directed that the light intensity will not be objectionable to surrounding areas.
2. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness or color. Beacon lights are not permitted.
3. Exposed bulbs shall not be used on the exterior surface of any sign except when approved.
4. Exposed neon shall not be allowed.
5. Interior lighted translucent letters or logos are allowed only as approved. Translucent background shall not be used.

Article IV - Maintenance

All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.

BF 9670

-SAME EXCEPT

1. Eliminate item 12
2. Change Item 15 to read:
"Building address shall be on wall mounted
identification signs, not ground-mounted".

Article V - Illumination

-SAME-

Article VI - Maintenance

-SAME-

BF9670

SH
RECORDS

BF 9670	
No.	
STATE TAX	442.20
REGISTER'S FEE	1.00
RECORDING FEE	51.00
TOTAL	494.20
STATE OF TENNESSEE	
SHELBY COUNTY	
GUY B. BATES	
REGISTER	
By	<i>JMH</i> 23 D.R.

BE 7075

CORDOVA STATION OFFICE PARK
Site Improvement Conditions
and
CORDOVA STATION OFFICE PARK
Improvement Specifications

CONTINUATION OF EXHIBIT "B"

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION made on the date hereof set forth by
Gill Richmond & Brown, Inc., a Tennessee Corporation,
hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in
the City of Memphis, Shelby County, Tennessee, which is more
particularly described as follows:

Approved General Plan of Cordova Station P.U.D., as
shown on PD 87-324cc, in the Register's Office of Shelby
County, Tennessee.

AND WHEREAS, Developer will convey the said property,
or portions thereof, subject to certain protective
covenants, conditions, restrictions, reservations, liens and
charges as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the
property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants
and conditions, all of which are for the purpose of
enhancing and protecting the value, desirability and
attractiveness of the property. These easements,
restrictions, covenants and conditions shall run with the
property and be binding on all parties having or acquiring
any right, title or interest in the described property or
any part thereof, and shall inure to the benefit of each
owner thereof.

ARTICLE I.

ARCHITECTURAL CONTROL

As set out hereinabove, the Developer retains
architectural control of the exterior design of all
improvements, planting, signs, fencing, screening,
structures, landscaping, paving, lighting and any and all
other improvements on property as required by Developer.
The right of Plans Approval shall be a part of any contract
of sale of a Parcel by Developer. When the full scope of

construction, including all of the elements set out herein for Plans Approval shall have been completed, the Owner of said Parcels shall notify Developer which shall inspect and notify Owner of the satisfactory completion. Any deviation from the Plans as submitted shall be noted and satisfactory compliance shall be undertaken by Owner and the Owner shall have no right to occupy said premises or any part of the Parcel until all of the improvements on said Parcel shall conform to the Plans as submitted, unless performance shall have been assured to the satisfaction of Developer, or upon its resignation, the Association.

After all Parcels have been sold and improved, as provided herein, any modification of improvements shall be approved by Developer, or upon his resignation, by the Association.

Resignation as the term is used herein, shall mean the transfer by written instrument of Developer's architectural control to Association.

ARTICLE II.

EXTERIOR MAINTENANCE

Each Owner shall be responsible for maintenance, painting, repair and upkeep on his Parcel and Improvements.

In the event an Owner of any Parcel shall fail to maintain his Parcel and the Improvements thereon in a manner reasonable satisfactory to the Developer and in keeping with other Parcels, the Developer shall after due notice, have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Parcel and the exterior of the buildings and any other improvements erected thereon, such right to be exercised by a majority vote of the member of the Association. The cost of such maintenance shall be added to and become part of the assessment for that Parcel.

Maintenance, as the term is used herein, shall include all landscaping and the proper care and preservation of landscaping. In the event that any shrub, bush, tree or

other landscaping added as part of improvements shall die or, by any accident, be destroyed, the same shall be replaced to the greatest possible degree by the Owner of the said Parcel.

The right to enforce the provisions of maintenance shall be exercised by the Developer, unless he has resigned, until all of the Parcels shall have been sold and improved, and thereupon, by an Association which can be formed by the Parcel Owners.

ARTICLE IX.

USE RESTRICTIONS

All of the Parcels in Property and property inclusive, shall be used only for the uses and purposes set out in the Cordova Station P.U.D.

Parcels may be used and occupied by Lessees of the Owner, subject to the provisions and restrictions of this Declaration, and for the uses and purposes stated herein. Both Lessee and Owner will be subject to all provisions and restrictions, and Owner will continue to have all the responsibilities provided for herein.

The additional and specific use restrictions shall also apply:

(a) No Parcels may be resubdivided into additional Parcels, but portions of adjacent Parcels may be acquired and used to result in larger Parcels, provided no additional Parcels are created.

(b) The building set-back lines shown on Cordova Station P.U.D. shall be observed.

(c) The installation and maintenance of radio and television antennae and similar communication devices are prohibited, unless the same are hidden from public view, and do not extend above the parapet wall as shown on the approved Plans.

(d) The size, style, color, location and lighting of all signs are subject to prior approval of the Developer, as part of Plans approval.

(e) There shall be no access across any Parcel to any street, access, or thoroughfare except to Cordova Station Ave. or to streets to be constructed by Developer, nor shall there be any access to adjoining property.

(f) Permission to keep or maintain any animals, of any kind, on any Parcel in Property shall be subject to rules and regulations adopted by the Developer, property owners and/or an Association to be formed.

(g) All trash, garbage, waste and materials of a similar nature shall be screened from view and shall be placed within a secure, screened and well-maintained container. The area where such container shall be placed shall be shown on the plan of development of each Parcel.

(h) No noxious or offensive trade or activity shall be conducted upon any Parcel, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood, nor shall any activity be permitted thereon which violates any statute or ordinance of any governmental authority.

(i) No mobile home, trailer, recreational vehicle or boat or other temporary structure shall be placed or used on any parcel other than in connection with construction of a permanent structure.

(j) No variation or change in zoning shall be applied for or petitioned unless the same shall first have been presented to the Developer and/or Association. In the event a variation or a change in zoning is applied for or petitioned, and denied, any subsequent such application shall require the same submission for approval to the Association as the original petition or application.

(k) There shall be no sales, displays of wares, goods or products, and there shall be no signs other than an identification of Cordova Station Office Park and individual building signs as approved in said building plans to be submitted for approval.

(l) Passing out of circulars, handbills, fliers, or other such announcements or advertisements to pedestrians, or placing same on vehicles parked on individual Parcels or any where within Property are not permitted.

(m) Notwithstanding any of the provisions herein, the Developer and/or Association shall maintain full control of all of the office lots including the use, prohibition of use and manner in which the same shall be maintained, landscaped or otherwise employed. It is specifically understood and agreed that there may be constructed on Parcel ____, in the vicinity of the southwest corner of Cordova Station Avenue and Macon Road a sign, as provided in the General Plan of Oakleaf Office Lane P.U.D.. In addition thereto, there may be constructed brick entrance-ways to be designed and these entrance-ways shall be emplaced at the entrances of Cordova Station Office Park. The purchasers of Parcels ____, ____, ____, ____, and ____, as a part of the conveyance of the Parcel to them, shall grant to the Association a perpetual easement for the construction, use, maintenance and right to have the said entrance-way and signs emplaced thereon. In addition to the foregoing easement, the conveyance shall, in the case of all of the signs mentioned in this section, and the entrance-ways, provide for the right of the Developer and/or Association to have lights emplaced so as to illuminate the aforesaid sign and entrance-ways.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. The Developer and/or The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Developer or Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefits of, and be enforceable by, the Developer and/or Association and the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners. Any amendment must be properly recorded.

CORDOVA STATION OFFICE PARK
Site Improvement Conditions

DE 7075

Preface

The uncontrolled development and maintenance of buildings and sites can be destructive to adjacent property values and to the harmonious use of materials and esthetics of the office land. Due to the above, Cordova Station Office Park will maintain control of all exterior building materials, landscaping, screening, lighting and traffic circulation in each site development.

Article I - Buildings

Approval required for the following:

- A. Design and Location (Plans by a Licensed Architect)
- B. Exterior materials (Natural appearing and limited number)
- C. Vents (Plumbing, Heating, Etc.)
 - 1. Gather together when practicable
 - 2. Hidden from public's view
- D. Mechanical equipment (screening)
 - 1. Roof top mounted
 - 2. Ground mounted
- E. Utility Meters and Connecting Conduit
 - 1. Location
 - 2. Screening required (electric & gas meters)
 - 3. Underground electrical service required
 - 4. Underground telephone service required

Article II - Site Improvements

Approval required for the following:

- A. Landscaping (a landscape plan is required)
 - 1. Street Trees
 - 2. Grading to save trees where possible
 - 3. Screening and berms as required
 - 4. Planting in parking areas
 - 5. Water maintenance availability and capacity
- B. Street Curb Cuts
 - 1. Location and Width
- C. Parking Lots and Paving Materials
 - 1. Traffic circulation and parking layout and striping
 - 2. Curbs, gutters, sidewalks
- D. Exterior Lighting (parking lot lighting to be directed inwardly)
 - 1. Location
 - 2. Height
 - 3. Style of Fixtures
- E. Garbage Collection Areas
 - 1. Indicate type and location
 - 2. Must be properly screened with gates
- F. The Owner must arrange for debris and mud to be kept from streets and site during construction.

BE 7075

CORDOVA STATION OFFICE PARK
Improvement Specifications

Preface

The uncontrolled use of signs and their shapes, notion, colors, illumination and their insistent and distracting demand for attention can be destructive to adjacent property values and to natural beauty. Due to the above, Cordova Station Office Park will maintain control of all signs.

Article I - Definitions

- A. Abandoned Sign: A sign which no longer correctly directs or exhorts any person, advertises a bona fide business, fessor, owner, project or activity conducted or product available on the premises where such sign is displayed.
- B. Animated Sign: Any sign which includes action or motion. This term does not refer to flashing or changing, all of which are separately defined.
- C. Changeable Copy Sign (Manual): A sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.
- D. Changing Sign (Automatic): A sign such as an electronically or electrically controlled public service time, temperature and date sign, message center or readerboard, where different copy changes are shown on the same lamp bank.
- E. Copy: The wording or graphics on a sign surface.
- F. Face of Sign: The entire area of sign on which copy could be placed. The area of a sign which is visible from one direction as projected on a plane.
- G. Flashing Sign: Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are classed as changing signs (automatic).
- H. Ground Level: Immediate surrounding grade.

BE 7075

1. Height of Sign: The vertical distance measured from the surrounding grade to the highest point of sign.
- J. Sign: Any identification, description, illustration or device illuminated or non-illuminated which is visible from any public or private place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information. For the purpose of removal, signs shall also include all sign structures.
- K. Sign Structure: Any structure which supports, has supported or is capable of supporting a sign, including decorative cover.
- L. Temporary Sign: A sign which is not permanent and is allowed for a specific time period.

Article 11 - Requirements for Permanent Signs

A. Allowable Permanent Signs (Requires Approval)

1. Ground mounted identification sign - One ground mounted sign shall be allowed per lot, whether lot faces one or two streets.

B. Size

1. Ground mounted signs shall not exceed twenty (20) sq. ft. per face and total sign area shall not exceed forty (40) sq. ft. total of all faces. Height of sign shall be a maximum of four (4) feet as measured from the surrounding grade.

C. Location

1. Ground Mounted Signs - Where the building line is forty (40) feet or less, the sign shall be placed within ten (10) feet from the front face of the building. Where the building setback is more than forty (40) feet, the sign location shall not be less than 30'-0" from the face of the curb or edge of pavement of any street.

D. Content

1. Ground mounted signs shall be limited to (a) the name of the building and address; or, (b) the names of not more than four businesses and the address. Graphic logos have to be approved.

BE 7075

Article III - Requirements for Temporary Signs

A. Allowable Temporary Signs (Requires Approval)

1. Construction signs - One sign per lot whether lot faces one or two streets.
2. Real Estate Signs - One sign per street frontage.

B. Size

1. Construction Signs - The sign area of one face shall not exceed thirty-five (35) sq. ft. and sign area shall not exceed seventy (70) sq. ft. total on all faces. Height shall not exceed ten (10) feet from surrounding grade.
2. Real Estate Signs - The sign area of one face shall not exceed twenty-five (25) sq. ft. and sign area shall not exceed fifty (50) sq. ft. total on all faces. Height shall not exceed six (6) feet from the surrounding grade.

C. Location

1. Construction signs shall be at least ten (10) feet behind the curb face.
2. Real estate signs shall be at least ten (10) feet behind the curb face.

D. Content

1. Construction Signs: Identification of the project, contractor, architect, engineer and other firms (including financing) involved in the construction.
2. Real Estate Signs - Advertisement for the sale, rental or lease of the premises or part of the premises and the identification of the agents for same.

E. Removal of Temporary Signs

1. Construction signs shall be removed immediately upon completion of exterior construction or installation of any permanent sign.
2. Real estate signs shall be removed upon completion of the initial "Rent-Up" of the premises. Thereafter, real estate signs shall not be permitted.

CE 7075

Article IV Prohibited Signs

A. Sign Types

1. Signs which show pictures of human figures or animals except for approved logos, or signs which show pictures of flood or which contain characters, cartoons or contain statements, words or pictures of an obscene, indecent or immoral character which would offend local public morals or decency.
2. Changeable copy signs with interchangeable letters.
3. Signs which advertise an activity, business, product or service not conducted on the premises upon which the sign is located.
4. Signs which have any moving parts.
5. Changing signs (automatic or flashing).
6. Signs which contain or consist of banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, or other similarly prohibited signs, either inside or outside of the building.
7. Interior lighted translucent signs, except that interior lighted translucent letters are allowed in specific uses as approved.
8. Signs which contain reflective materials.
9. Signs which contain reflective type bulbs, pulsating lights or strobe light.
10. Signs which are made structurally sound by guy wires or unsightly bracing.
11. Signs attached to, suspended from, or painted on any vehicle which is regularly parked on any street or private property to display, demonstrate, advertise or attract the attention of the public.
12. Any permanent wall sign.
13. No mailboxes, unless required by the U. S. Postal Services. If required, design and location as approved.

BE 7075

14. Exterior directories shall not be allowed.
15. Building address shall be on ground mounted sign, not wall mounted.

Article V - Illumination

A. Illumination Restrictions

1. The light for or from any illuminated sign shall be so shade shielded or directed that the light intensity will not be objectionable to surrounding areas.
2. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness or color. Beacon lights are not permitted.
3. Exposed bulbs shall not be used on the exterior surface of any sign except when approved.
4. Exposed neon shall not be allowed.
5. Interior lighted translucent letters or logos are allowed only as approved. Translucent background shall not be used.

Article IV - Maintenance

All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.

BE 7075

CORDOVA STATION OFFICE PARK

Preface

If, in the event the owner prefers a wall-mounted sign rather than a ground mounted identification sign in the project, the following ADDED controls shall apply.

Article I - Definitions:

- A. Wall Sign: A sign attached to or erected against the wall of a building with the face parallel to the face of the building wall or attached perpendicular to the building.

Article II - Requirements For Permanent Signs

A. Allowable Permanent Signs (Required Approval)

1. Wall mounted identification sign - One wall sign shall be allowed per building whether the building is on a corner lot or not.

B. Size:

1. Wall mounted identification signs shall not exceed twelve (12) sq. ft. per sign area face or the total sign area of all faces.

C. Location: (Requires Approval)

1. A wall sign mounted on a building wall provided said wall contains the main entrance of the building.
2. A wall sign shall not project above the cornice line or first floor ceiling line, whichever is lower.

D. Content

1. The wall sign shall be limited to the name of the building or one business and the address. Graphic logos have to be approved.

Article III - Requirements for Temporary Signs

-SAME-

Article IV - Prohibited Signs

BE 7075

-SAME EXCEPT

1. Eliminate item 12
2. Change Item 15 to read:
"Building address shall be on wall mounted
identification signs, not ground-mounted".

Article V - Illumination

-SAME-

Article VI - Maintenance

-SAME-

SH-1
 10/11/85
 10/11/85

BE7075

BE 7075	
No.	
STATE TAX	726.47
REGISTER'S FEE	1.00
RECORDING	54.00
TOTAL	781.47
STATE OF TENNESSEE SHELBY COUNTY GUY B. WATTS REGISTER	
<i>[Signature]</i>	

E

BA 6211

BF 9669

**CORDOVA STATION OFFICE PARK
Site Improvement Conditions
and
CORDOVA STATION OFFICE PARK
Improvement Specifications**

EXHIBIT "C"

CORDOVA STATION OFFICE PARK
Site Improvement Conditions

BA 6211
BF 9669

Preface

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BA 6411

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-SAME-

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B/s 6311

BF 9669

-SAME EXCEPT

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"Building address shall be on wall mounted
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-SAME-

Article VI - Maintenance

-SAME-

BA 0311

CORDOVA STATION OFFICE PARK
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BF 9669

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- H. Ground Level: Immediate surrounding grade.

BA 6412

BF 9669

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12.

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Article III - Requirements for Temporary Signs

BF 9669

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BA 6212

BF 9669

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4. Signs which have any moving parts.
5. Changing signs (automatic or flashing).
6. Signs which contain or consist of banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, or other similarly prohibited signs, either inside or outside of the building.
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8. Signs which contain reflective materials.
9. Signs which contain reflective type bulbs, pulsating lights or strobe light.
10. Signs which are made structurally sound by guy wires or unsightly bracing.
11. Signs attached to, suspended from, or painted on any vehicle which is regularly parked on any street or private property to display, demonstrate, advertise or attract the attention of the public.
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BF 6211

BF 9669

- 14. Exterior directories shall not be allowed.
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Article V - Illumination

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- 1. The light for or from any illuminated sign shall be so shade shielded or directed that the light intensity will not be objectionable to surrounding areas.
- 2. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness or color. Beacon lights are not permitted.
- 3. Exposed bulbs shall not be used on the exterior surface of any sign except when approved.
- 4. Exposed neon shall not be allowed.
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Article IV - Maintenance

All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.

CORDOVA STATION P.U.D.

Adopted May 4, 1989

GILL, Richmond & Brown, Inc.

Declaration of Covenants, Conditions and Restrictions Page 1-6 Exhibit "B" Site Improvement Conditions and Improvement Specifications Page 7-15 Exhibit "C"

By: *Raymond B. Gill, III, Pres.*
Raymond B. Gill, III, Pres.

SHELBY COUNTY
REGISTER OF DEEDS

STATE OF TENNESSEE, COUNTY OF SHELBY BF 9669

1989 SEP 22 PM 3:46

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared *Raymond B. Hill III* with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the president (or other officer authorized to execute the instrument) of *Gill, Richmond & Brown, Inc.* the within named bargainor, a corporation, and that he as such *President*, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as *Raymond B. Hill III, Pres.*

WITNESS my hand and Official Seal at office this 4th day of May, 1989.

Karen M. Sejanics

My Commission expires: January 23, 1992

Notary Public

Re-recorded

No. BF 6211	No. BF 9669
STATE TAX	STATE TAX
REGISTER'S FEE	REGISTER'S FEE
RECORDING FEE 45.00	RECORDING FEE 45.00
TOTAL	
STATE OF TENNESSEE	

BA6211

SHELBY COUNTY
REGISTER OF DEEDS

1989 MAY -8 PM 11

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

B/ 6211

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BF 9669

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THIS DECLARATION made on the date hereof set forth by
Gill Richmond & Brown, Inc., a Tennessee Corporation,
hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in
the City of Memphis, Shelby County, Tennessee, which is more
particularly described as follows:

Approved General Plan of Cordova Station P.U.D., as
shown on PD 87-324cc, in the Register's Office of Shelby
County, Tennessee, parcel 2 office portion only. PM 125-84

AND WHEREAS, Developer will convey the said property,
or portions thereof, subject to certain protective
covenants, conditions, restrictions, reservations, liens and
charges as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the
property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants
and conditions, all of which are for the purpose of
enhancing and protecting the value, desirability and
attractiveness of the property. These easements,
restrictions, covenants and conditions shall run with the
property and be binding on all parties having or acquiring
any right, title or interest in the described property or
any part thereof, and shall inure to the benefit of each
owner thereof.

ARTICLE I.

ARCHITECTURAL CONTROL

As set out hereinabove, the Developer retains
architectural control of the exterior design of all
improvements, planting, signs, fencing, screening,
structures, landscaping, paving, lighting and any and all
other improvements on property as required by Developer.
The right of Plans Approval shall be a part of any contract
of sale of a Parcel by Developer. When the full scope of

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construction, including all of the elements set out herein for Plans Approval shall have been completed, the Owner of said Parcels shall notify Developer which shall inspect and notify Owner of the satisfactory completion. Any deviation from the Plans as submitted shall be noted and satisfactory compliance shall be undertaken by Owner and the Owner shall have no right to occupy said premises or any part of the Parcel until all of the improvements on said Parcel shall conform to the Plans as submitted, unless performance shall have been assured to the satisfaction of Developer, or upon its resignation, the Association.

After all Parcels have been sold and improved, as provided herein, any modification of improvements shall be approved by Developer, or upon his resignation, by the Association.

Resignation as the term is used herein, shall mean the transfer by written instrument of Developer's architectural control to Association.

ARTICLE II.

EXTERIOR MAINTENANCE

Each Owner shall be responsible for maintenance, painting, repair and upkeep on his Parcel and Improvements.

In the event an Owner of any Parcel shall fail to maintain his Parcel and the Improvements thereon in a manner reasonable satisfactory to the Developer and in keeping with other Parcels, the Developer shall after due notice, have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Parcel and the exterior of the buildings and any other improvements erected thereon, such right to be exercised by a majority vote of the member of the Association. The cost of such maintenance shall be added to and become part of the assessment for that Parcel.

Maintenance, as the term is used herein, shall include all landscaping and the proper care and preservation of landscaping. In the event that any shrub, bush, tree or

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other landscaping added as part of improvements shall die or, by any accident, be destroyed, the same shall be replaced to the greatest possible degree by the Owner of the said Parcel.

The right to enforce the provisions of maintenance shall be exercised by the Developer, unless he has resigned, until all of the Parcels shall have been sold and improved, and thereupon, by an Association which can be formed by the Parcel Owners.

ARTICLE IX.

USE RESTRICTIONS

All of the Parcels in Property and property inclusive, shall be used only for the uses and purposes set out in the Cordova Station P.U.D.

Parcels may be used and occupied by Lessees of the Owner, subject to the provisions and restrictions of this Declaration, and for the uses and purposes stated herein. Both Lessee and Owner will be subject to all provisions and restrictions, and Owner will continue to have all the responsibilities provided for herein.

The additional and specific use restrictions shall also apply:

(a) After conveyance by Developer, No parcels, lots, or other tracts shall be further subdivided into additional parcels.

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(a) ~~No parcels may be resubdivided into additional~~ Parcels, but portions of adjacent Parcels may be acquired and used to result in larger Parcels, provided no additional Parcels are created.

(b) The building set-back lines shown on Cordova Station P.U.D. shall be observed.

(c) The installation and maintenance of radio and television antennae and similar communication devices are prohibited, unless the same are hidden from public view, and do not extend above the parapet wall as shown on the approved Plans.

(d) The size, style, color, location and lighting of all signs are subject to prior approval of the Developer, as part of Plans approval.

(e) There shall be no access across any Parcel to any street, access, or thoroughfare except to Cordova Station Ave. or to streets to be constructed by Developer, nor shall there be any access to adjoining property.

(f) Permission to keep or maintain any animals, of any kind, on any Parcel in Property shall be subject to rules and regulations adopted by the Developer, property owners and/or an Association to be formed.

(g) All trash, garbage, waste and materials of a similar nature shall be screened from view and shall be placed within a secure, screened and well-maintained container. The area where such container shall be placed shall be shown on the plan of development of each Parcel.

(h) No noxious or offensive trade or activity shall be conducted upon any Parcel, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood, nor shall any activity be permitted thereon which violates any statute or ordinance of any governmental authority.

(i) No mobile home, trailer, recreational vehicle or boat or other temporary structure shall be placed or used on any parcel other than in connection with construction of a permanent structure.

(j) No variation or change in zoning shall be applied for or petitioned unless the same shall first have been presented to the Developer and/or Association. In the event a variation or a change in zoning is applied for or petitioned, and denied, any subsequent such application shall require the same submission for approval to the Association as the original petition or application.

(k) There shall be no sales, displays of wares, goods or products, and there shall be no signs other than an identification of Cordova Station Office Park and individual building signs as approved in said building plans to be submitted for approval.

(1) Passing out of circulars, handbills, fliers, or ^{BF 9669} other such announcements or advertisements to pedestrians, or placing same on vehicles parked on individual Parcels or any where within Property are not permitted.

(m) Notwithstanding any of the provisions herein, the Developer and/or Association shall maintain full control of all of the office lots including the use, prohibition of use and manner in which the same shall be maintained, landscaped or otherwise employed. It is specifically understood ad

agreed that there may be constructed on Parcel ____, in the vicinity of the southwest corner of Cordova Station Avenue

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and Macon Road a sign, as provided in the ~~General Plan of~~ ^{Amendment to local} Sales Contract dated Sept. 22, 1987 between Developer and Realty Financial Services, Inc. ^{Oakleaf Office Lane P.U.D.} In addition thereto, there may

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be constructed brick entrance-ways to be designed and these entrance-ways shall be emplaced at the entrances of Cordova Station Office Park. The purchasers of Parcels ____, ____, ____, and ____, as a part of the conveyance of the Parcel to them, shall grant to the Association a perpetual easement for the construction, use, maintenance and right to have the said entrance-way and signs emplaced thereon. In addition to the foregoing easement, the conveyance shall, in the case of all of the signs mentioned in this section, and the entrance-ways, provide for the right of the Developer and/or Association to have lights emplaced so as to illuminate the aforesaid sign and entrance-ways.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. The Developer and/or The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Developer or Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of ⁹⁶⁶⁹ these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefits of, and be enforceable by, the Developer and/or Association and the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused this instrument to be executed this 4th day of May, 19 89.

CORDOVA STATION P.U.D.

Gill, Richmond, & Brown

By: 

Raymond B. Gill III, Pres.

PL 7-11

CORDOVA STATION OFFICE PARK
Site Improvement Conditions
and
CORDOVA STATION OFFICE PARK
Improvement Specifications

EXHIBIT "C"

CORDOVA STATION OFFICE PARK
Site Improvement Conditions

B/ 3412

Preface

The uncontrolled development and maintenance of buildings and sites can be destructive to adjacent property values and to the harmonious use of materials and esthetics of the office land. Due to the above, Oakleaf Office Lane will maintain control of all exterior building materials, landscaping, screening, lighting and traffic circulation in each site development.

Article I - Buildings

Approval required for the following:

- A. Design and Location (Plans by a Licensed Architect)
- B. Exterior materials (Natural appearing and limited number)
- C. Vents (Plumbing, Heating, Etc.)
 - 1. Gather together when practicable
 - 2. Hidden from public's view
- D. Mechanical equipment (screening)
 - 1. Roof top mounted
 - 2. Ground mounted
- E. Utility Meters and Connecting Conduit
 - 1. Location
 - 2. Screening required (electric & gas meters)
 - 3. Underground electrical service required
 - 4. Underground telephone service required

Article II - Site Improvements

Approval required for the following:

- A. Landscaping (a landscape plan is required)
 - 1. Street Trees
 - 2. Grading to save trees where possible
 - 3. Screening and berms as required
 - 4. Planting in parking areas
 - 5. Water maintenance availability and capacity
- B. Street Curb Cuts
 - 1. Location and Width
- C. Parking Lots and Paving Materials
 - 1. Traffic circulation and parking layout and striping
 - 2. Curbs, gutters, sidewalks
- D. Exterior Lighting (parking lot lighting to be directed inwardly)
 - 1. Location
 - 2. Height
 - 3. Style of Fixtures
- E. Garbage Collection Areas
 - 1. Indicate type and location
 - 2. Must be properly screened with gates
- F. The Owner must arrange for debris and mud to be kept from streets and site during construction.

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CORDOVA STATION OFFICE PARK

Preface

If, in the event the owner prefers a wall-mounted sign rather than a ground mounted identification sign in the project, the following ADDED controls shall apply.

Article I - Definitions:

- A. Wall Sign: A sign attached to or erected against the wall of a building with the face parallel to the face of the building wall or attached perpendicular to the building.

Article II - Requirements For Permanent Signs

A. Allowable Permanent Signs (Required Approval)

1. Wall mounted identification sign - One wall sign shall be allowed per building whether the building is on a corner lot or not.

B. Size:

1. Wall mounted identification signs shall not exceed twelve (12) sq. ft. per sign area face or the total sign area of all faces.

C. Location: (Requires Approval)

1. A wall sign mounted on a building wall provided said wall contains the main entrance of the building.
2. A wall sign shall not project above the cornice line or first floor ceiling line, whichever is lower.

D. Content

1. The wall sign shall be limited to the name of the building or one business and the address. Graphic logos have to be approved.

Article III - Requirements for Temporary Signs

-SAME-

Article IV - Prohibited Signs

Bill T. L.

-SAME EXCEPT

1. Eliminate item 12
2. Change Item 15 to read:
"Building address shall be on wall mounted
identification signs, not ground-mounted".

Article V - Illumination

-SAME-

Article VI - Maintenance

-SAME-

BA 6211

CORDOVA STATION OFFICE PARK
Improvement Specifications

Preface

The uncontrolled use of signs and their shapes, notion, colors, illumination and their insistent and distracting demand for attention can be destructive to adjacent property values and to natural beauty. Due to the above, Oakleaf Office Lane will maintain control of all signs.

Article I - Definitions

- A. Abandoned Sign: A sign which no longer correctly directs or exhorts any person, advertises a bona fide business, lessor, owner, project or activity conducted or product available on the premises where such sign is displayed.
- B. Animated Sign: Any sign which includes action or motion. This term does not refer to flashing or changing, all of which are separately defined.
- C. Changeable Copy Sign (Manual): A sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels.
- D. Changing Sign (Automatic): A sign such as an electronically or electrically controlled public service time, temperature and date sign, message center or readerboard, where different copy changes are shown on the same lamp bank.
- E. Copy: The wording or graphics on a sign surface.
- F. Face of Sign: The entire area of sign on which copy could be placed. The area of a sign which is visible from one direction as projected on a plane.
- G. Flashing Sign: Any sign which contains an intermittent or flashing light source, or which includes the illusion of intermittent or flashing light by means of animation, or an externally mounted intermittent light source. Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are classed as changing signs (automatic).
- H. Ground Level: Immediate surrounding grade.

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- I. Height of Sign: The vertical distance measured from the surrounding grade to the highest point of sign.
- J. Sign: Any identification, description, illustration or device illuminated or non-illuminated which is visible from any public or private place or is located on private property and exposed to the public and which directs attention to a product, service, place, activity, person, institution, business or solicitation, including any permanently installed or situated merchandise; or any emblem, painting, banner, pennant or placard designed to advertise, identify or convey information. For the purpose of removal, signs shall also include all sign structures.
- K. Sign Structure: Any structure which supports, has supported or is capable of supporting a sign, including decorative cover.
- L. Temporary Sign: A sign which is not permanent and is allowed for a specific time period.

Article II - Requirements for Permanent Signs

A. Allowable Permanent Signs (Requires Approval)

1. Ground mounted identification sign - One ground mounted sign shall be allowed per lot, whether lot faces one or two streets.

B. Size

1. Ground mounted signs shall not exceed twenty (20) sq. ft. per face and total sign area shall not exceed forty (40) sq. ft. total of all faces. Height of sign shall be a maximum of four (4) feet as measured from the surrounding grade.

C. Location

1. Ground Mounted Signs - Where the building line is forty (40) feet or less, the sign shall be placed within ten (10) feet from the front face of the building. Where the building setback is more than forty (40) feet, the sign location shall not be less than 30'-0" from the face of the curb or edge of pavement of any street.

D. Content

1. Ground mounted signs shall be limited to (a) the name of the building and address; or, (b) the names of not more than four businesses and the address. Graphic logos have to be approved.

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Article III - Requirements for Temporary Signs

A. Allowable Temporary Signs (Requires Approval)

1. Construction signs - One sign per lot whether lot faces one or two streets.
2. Real Estate Signs - One sign per street frontage.

B. Size

1. Construction Signs - The sign area of one face shall not exceed thirty-five (35) sq. ft. and sign area shall not exceed seventy (70) sq. ft. total on all faces. Height shall not exceed ten (10) feet from surrounding grade.
2. Real Estate Signs - The sign area of one face shall not exceed twenty-five (25) sq. ft. and sign area shall not exceed fifty (50) sq. ft. total on all faces. Height shall not exceed six (6) feet from the surrounding grade.

C. Location

1. Construction signs shall be at least ten (10) feet behind the curb face.
2. Real estate signs shall be at least ten (10) feet behind the curb face.

D. Content

1. Construction Signs: Identification of the project, contractor, architect, engineer and other firms (including financing) involved in the construction.
2. Real Estate Signs - Advertisement for the sale, rental or lease of the premises or part of the premises and the identification of the agents for same.

E. Removal of Temporary Signs

1. Construction signs shall be removed immediately upon completion of exterior construction or installation of any permanent sign.
2. Real estate signs shall be removed upon completion of the initial "Rent-Up" of the premises. Thereafter, real estate signs shall not be permitted.

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Article IV Prohibited Signs

A. Sign Types

1. Signs which show pictures of human figures or animals except for approved logos, or signs which show pictures of flood or which contain characters, cartoons or contain statements, words or pictures of an obscene, indecent or immoral character which would offend local public morals or decency.
2. Changeable copy signs with interchangeable letters.
3. Signs which advertise an activity, business, product or service not conducted on the premises upon which the sign is located.
4. Signs which have any moving parts.
5. Changing signs (automatic or flashing).
6. Signs which contain or consist of banners, posters, pennants, ribbons, streamers, strings of light bulbs, spinners, or other similarly prohibited signs, either inside or outside of the building.
7. Interior lighted translucent signs, except that interior lighted translucent letters are allowed in specific uses as approved.
8. Signs which contain reflective materials.
9. Signs which contain reflective type bulbs, pulsating lights or strobe light.
10. Signs which are made structurally sound by guy wires or unsightly bracing.
11. Signs attached to, suspended from, or painted on any vehicle which is regularly parked on any street or private property to display, demonstrate, advertise or attract the attention of the public.
12. Any permanent wall sign.
13. No mailboxes, unless required by the U. S. Postal Services. If required, design and location as approved.

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

THIS DECLARATION made on the date hereof set forth by
Gill Richmond & Brown, Inc., a Tennessee Corporation,
hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in
the City of Memphis, Shelby County, Tennessee, which is more
particularly described as follows:

Approved General Plan of Cordova Station P.U.D., as
shown on PD 87-324cc, in the Register's Office of Shelby
County, Tennessee, parcel 2 office portion only. PM 125-84

AND WHEREAS, Developer will convey the said property,
or portions thereof, subject to certain protective
covenants, conditions, restrictions, reservations, liens and
charges as hereinafter set forth.

NOW, THEREFORE, Developer hereby declares that the
property described above shall be held, sold and conveyed
subject to the following easements, restrictions, covenants
and conditions, all of which are for the purpose of
enhancing and protecting the value, desirability and
attractiveness of the property. These easements,
restrictions, covenants and conditions shall run with the
property and be binding on all parties having or acquiring
any right, title or interest in the described property or
any part thereof, and shall inure to the benefit of each
owner thereof.

ARTICLE I.

ARCHITECTURAL CONTROL

As set out hereinabove, the Developer retains
architectural control of the exterior design of all
improvements, planting, signs, fencing, screening,
structures, landscaping, paving, lighting and any and all
other improvements on property as required by Developer.
The right of Plans Approval shall be a part of any contract
of sale of a Parcel by Developer. When the full scope of

construction, including all of the elements set out herein for Plans Approval shall have been completed, the Owner of said Parcels shall notify Developer which shall inspect and notify Owner of the satisfactory completion. Any deviation from the Plans as submitted shall be noted and satisfactory compliance shall be undertaken by Owner and the Owner shall have no right to occupy said premises or any part of the Parcel until all of the improvements on said Parcel shall conform to the Plans as submitted, unless performance shall have been assured to the satisfaction of Developer, or upon its resignation, the Association.

After all Parcels have been sold and improved, as provided herein, any modification of improvements shall be approved by Developer, or upon his resignation, by the Association.

Resignation as the term is used herein, shall mean the transfer by written instrument of Developer's architectural control to Association.

ARTICLE II.

EXTERIOR MAINTENANCE

Each Owner shall be responsible for maintenance, painting, repair and upkeep on his Parcel and Improvements.

In the event an Owner of any Parcel shall fail to maintain his Parcel and the Improvements thereon in a manner reasonable satisfactory to the Developer and in keeping with other Parcels, the Developer shall after due notice, have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Parcel and the exterior of the buildings and any other improvements erected thereon, such right to be exercised by a majority vote of the member of the Association. The cost of such maintenance shall be added to and become part of the assessment for that Parcel.

Maintenance, as the term is used herein, shall include all landscaping and the proper care and preservation of landscaping. In the event that any shrub, bush, tree or

other landscaping added as part of improvements shall die or, by any accident, be destroyed, the same shall be replaced to the greatest possible degree by the Owner of the said Parcel.

The right to enforce the provisions of maintenance shall be exercised by the Developer, unless he has resigned, until all of the Parcels shall have been sold and improved, and thereupon, by an Association which can be formed by the Parcel Owners.

ARTICLE IX.

USE RESTRICTIONS

All of the Parcels in Property and property inclusive, shall be used only for the uses and purposes set out in the Cordova Station P.U.D.

Parcels may be used and occupied by Lessees of the Owner, subject to the provisions and restrictions of this Declaration, and for the uses and purposes stated herein. Both Lessee and Owner will be subject to all provisions and restrictions, and Owner will continue to have all the responsibilities provided for herein.

The additional and specific use restrictions shall also apply:

(a) No Parcels may be resubdivided into additional Parcels, but portions of adjacent Parcels may be acquired and used to result in larger Parcels, provided no additional Parcels are created.

(b) The building set-back lines shown on Cordova Station P.U.D. shall be observed.

(c) The installation and maintenance of radio and television antennae and similar communication devices are prohibited, unless the same are hidden from public view, and do not extend above the parapet wall as shown on the approved Plans.

(d) The size, style, color, location and lighting of all signs are subject to prior approval of the Developer, as part of Plans approval.

(e) There shall be no access across any Parcel to any street, access, or thoroughfare except to Cordova Station Ave. or to streets to be constructed by Developer, nor shall there be any access to adjoining property.

(f) Permission to keep or maintain any animals, of any kind, on any Parcel in Property shall be subject to rules and regulations adopted by the Developer, property owners and/or an Association to be formed.

(g) All trash, garbage, waste and materials of a similar nature shall be screened from view and shall be placed within a secure, screened and well-maintained container. The area where such container shall be placed shall be shown on the plan of development of each Parcel.

(h) No noxious or offensive trade or activity shall be conducted upon any Parcel, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood, nor shall any activity be permitted thereon which violates any statute or ordinance of any governmental authority.

(i) No mobile home, trailer, recreational vehicle or boat or other temporary structure shall be placed or used on any parcel other than in connection with construction of a permanent structure.

(j) No variation or change in zoning shall be applied for or petitioned unless the same shall first have been presented to the Developer and/or Association. In the event a variation or a change in zoning is applied for or petitioned, and denied, any subsequent such application shall require the same submission for approval to the Association as the original petition or application.

(k) There shall be no sales, displays of wares, goods or products, and there shall be no signs other than an identification of Cordova Station Office Park and individual building signs as approved in said building plans to be submitted for approval.

(l) Passing out of circulars, handbills, fliers, or other such announcements or advertisements to pedestrians, or placing same on vehicles parked on individual Parcels or any where within Property are not permitted.

(m) Notwithstanding any of the provisions herein, the Developer and/or Association shall maintain full control of all of the office lots including the use, prohibition of use and manner in which the same shall be maintained, landscaped or otherwise employed. It is specifically understood and agreed that there may be constructed on Parcel ____, in the vicinity of the southwest corner of Cordova Station Avenue and Macon Road a sign, as provided in the General Plan of Oakleaf Office Lane P.U.D.. In addition thereto, there may be constructed brick entrance-ways to be designed and these entrance-ways shall be emplaced at the entrances of Cordova Station Office Park. The purchasers of Parcels ____, ____, ____, and ____ as a part of the conveyance of the Parcel to them, shall grant to the Association a perpetual easement for the construction, use, maintenance and right to have the said entrance-way and signs emplaced thereon. In addition to the foregoing easement, the conveyance shall, in the case of all of the signs mentioned in this section, and the entrance-ways, provide for the right of the Developer and/or Association to have lights emplaced so as to illuminate the aforesaid sign and entrance-ways.

ARTICLE III

GENERAL PROVISIONS

Section 1. Enforcement. The Developer and/or The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. Failure by the Developer or Association or by any Owner to enforce any covenant or restriction herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with the land and shall inure to the benefits of, and be enforceable by, the Developer and/or Association and the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Parcel Owners. Any amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has caused this instrument to be executed this 7th day of May, 1989.

CORDOVA STATION P.U.D.

Gill, Richmond, & Brown

By: Raymond B. Gill III, Pres.
Raymond B. Gill III, Pres.

- 14. Exterior directories shall not be allowed.
- 15. Building address shall be on ground mounted sign, not wall mounted.

Article V - Illumination

A. Illumination Restrictions

- 1. The light for or from any illuminated sign shall be so shade shielded or directed that the light intensity will not be objectionable to surrounding areas.
- 2. No sign shall have blinking, flashing, or fluttering lights or other illuminating device which has a changing light intensity, brightness or color. Beacon lights are not permitted.
- 3. Exposed bulbs shall not be used on the exterior surface of any sign except when approved.
- 4. Exposed neon shall not be allowed.
- 5. Interior lighted translucent letters or logos are allowed only as approved. Translucent background shall not be used.

Article IV - Maintenance

All signs and components thereof shall be kept in good repair and in safe, neat, clean and attractive condition.

CORDOVA STATION P.U.D.

Adopted May 4, 1989

GILL, Richmond & Brown, Inc.

Declaration of Covenants, Conditions and Restrictions Page 1-6 Exhibit "B"
Site Improvement Conditions and Improvement Specifications Page 7-15 Exhibit "C"

By: *[Signature]*
Raymond B. Gill, III, Pres.

STATE OF TENNESSEE, COUNTY OF SHELBY

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Raymond B. Gill III with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the president (or other officer authorized to execute the instrument) of GILL, Richmond & Brown, Inc. the within named bargainer, a corporation, and that he as such President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Raymond B. Gill III, Pres.

WITNESS my hand and Official Seal at office this 4th day of May, 1989.

My Commission expires: January 23, 1992

[Signature]
Karen M. Seigian
Notary Public

No.	BA 6211
STATE TAX	
REGISTRAR'S FEE	
RECORDING FEE	45.00
TOTAL	
STATE OF TENNESSEE	
SHELBY COUNTY	

BA 6211

SHELBY COUNTY
REGISTERED & INDEXED

1989 MAY 10 11 11

Easements

EASEMENT CONTRACT

For and in consideration of the sum of One Dollar in hand paid to the undersigned, and other good and sufficient considerations, the receipt of which is hereby acknowledged, the undersigned grant and convey unto the City of Memphis, acting through the Memphis Light, Gas and Water Division, and unto its successors and assigns, a perpetual easement or right-of-way to construct, maintain and operate one, or more, electric transmission or distribution line, or lines, consisting of a variable number of wires, and all necessary or desirable appurtenances (including but not limited to regulating, transmission and distribution equipment and necessary housing therefor; towers or poles made of wood, metal, or other materials; telephone and telegraph wires, props, guys and anchorages, etc.) one or more gas mains and one or more water mains together with wells, pumps, regulating and distribution equipment and necessary housing therefor; or pipe lines for the transmission of other commodities whether in gas, liquid or solid form at or near the location and along the general course now located and staked out by the said Memphis Light, Gas and Water Division, over, across, under and upon the following described lands belonging to the undersigned and situated in Shelby County, Tennessee, to-wit:

This easement is across the unsold portion of a tract of land conveyed to Gill, Richmond, and Brown, Inc. by deed of record as described in the Register's Office of Shelby County, Tennessee in the Register's Official Record Book under Instrument Number AC-0928 and being the same property as shown on the unrecorded plat of Final Plan, Cordova Station P. U. D., Parcel 4, Section "B", Phase V as engineered by Gill, Richmond, and Brown, Inc. and dated June 7, 1988 and made a part hereof.

Said easement to be over, on, upon and under all the public roadways shown to be dedicated on the above described unrecorded plat of Final Plan, Parcel 4, Sec. "B", Phase V, Cordova Station P. U. D.

Also, an easement 5 feet wide across that 5 feet of all lots shown on the above described unrecorded plat of Final Plan, Parcel 4, Section "B", Phase V, Cordova Station P. U. D. which is located immediately adjacent to all the public roadways shown on said unrecorded plat.

Also, an easement 5 feet wide across that 5 feet of all Lots as shown on the above described unrecorded subdivision which is located immediately adjacent to and along the side lines of said Lots.

This easement is hereby granted with the understanding that no trees, walls or any other type of obstruction will be allowed to be planted, placed or erected within 15 feet in front of the door of any pad-mounted transformer placed within the above described easement. Should such an obstruction be planted, placed or erected within the above described 15 feet, the Grantee, its successors and assigns may at any time without notice to the Grantor, his successors and assigns enter upon the property and remove such obstruction from the above

(Continued on back)

If at any time the City of Memphis, acting through Memphis Light, Gas and Water Division, shall deem it expedient so to do, it may permit The South Central Bell Telephone and Telegraph Company or its associated and allied companies, its successors and assigns, to use the aforesaid poles jointly with the City of Memphis, acting through the Memphis Light, Gas and Water Division, and The South Central Bell Telephone and Telegraph Company, its associated allied companies and/or their successors and assigns, may be granted the right to construct, operate and maintain its lines of telephone and telegraph, and for general transmission of intelligence consisting of such wires, cables, conduits, guys, anchors and other fixtures and appurtenances as may from time to time be required across, under, over and upon the foregoing property, and the further right to trim or cut down all dead, weak and dangerous trees from time to time if such trees should be tall enough to fall into the line of such company. No swimming pool, building structure, sign nor material storage will be permitted.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of Memphis, its successors and assigns, until said easement rights shall be abandoned, together with the reasonable right of ingress and egress over said lands or any adjacent lands of the undersigned to or from said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires, maintaining or removing said line, lines, mains and appurtenances, including the right to relocate along the same general direction of said line, lines or mains, the right to remove and keep clear from said lands, buildings, such trees or parts thereof, or other obstructions, which endanger or may interfere with the use, maintenance, or efficiency of said line, lines, mains or appurtenances thereto, and including further the right of exercising all rights reasonably and properly incident to the rights hereby granted.

And the undersigned DOES hereby warrant the above described easement and rights unto the said grantee, its successors and assigns, against the lawful claims or demands of any or all persons claiming by, through or under the undersigned.

This 24th day of January, 1990.

ATTEST: E.R. Richmond GILL, RICHMOND, AND BROWN, INC.
Raymond S. Hill

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 24th day of January, 1990, before me, Karen M. Seggins,
the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared
Raymond S. Hill III and
to me known to be the Recipient described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

55170
BN 1199

STATE OF TENNESSEE }
COUNTY OF SHELBY

Before me, _____, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared _____ with whom I am personally acquainted, and who upon oath acknowledged himself to be the _____ of the _____ the within named bargainor, a corporation, and that he as such _____, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____, and thereunto affixing the seal of said corporation, all of which was duly attested by _____ as _____ of said corporation.

WITNESS my hand and Notarial seal, at _____ in the County aforesaid, this _____ day of _____, 19____.

Notary Public

My Commission expires: _____

EASEMENT CONTRACT

NUMBER

TO

CITY OF MEMPHIS

State Tax
Court's fee 15 cents
Total

Paid _____
Deputy County Court Clerk
STATE OF TENNESSEE
SHELBY COUNTY

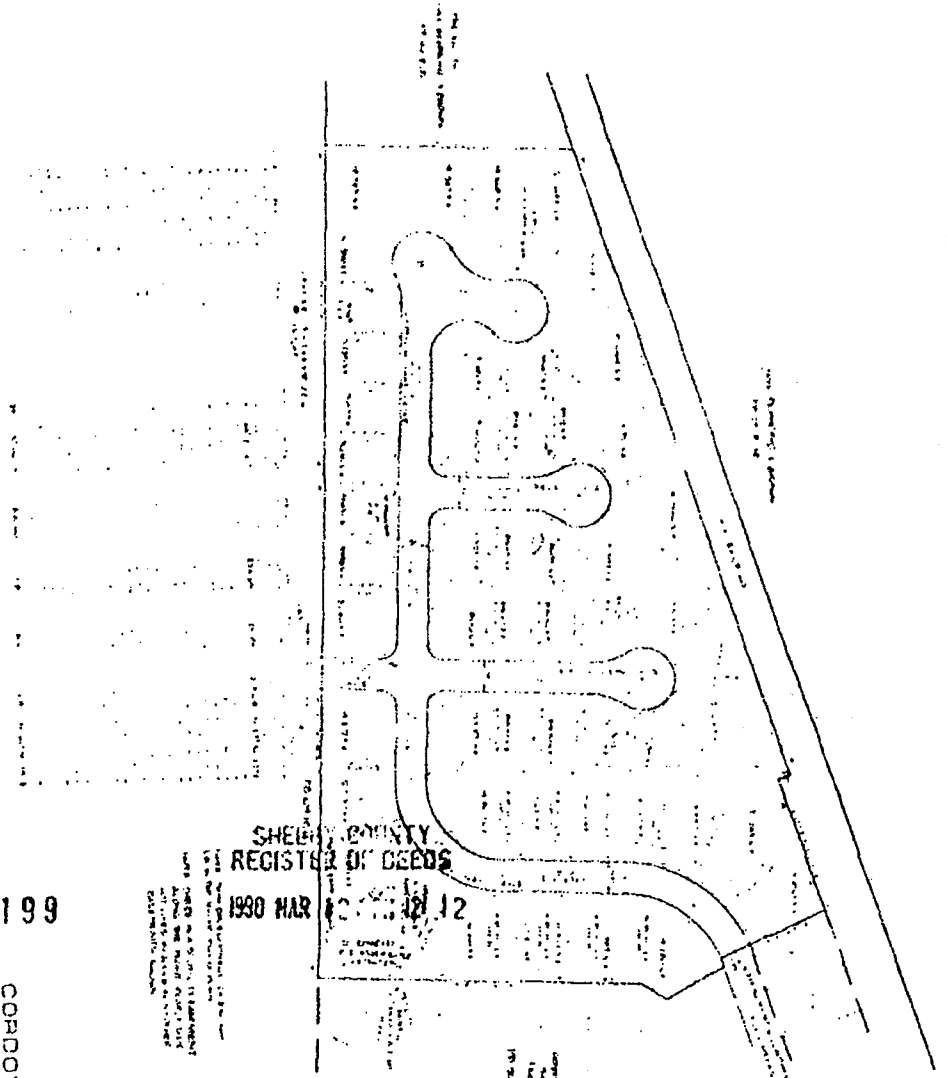
Filed for registration, _____, 19____
at _____ o'clock _____ M., and noted in Note Book
No. _____ Page _____ and was recorded
_____ 19____ in Record Book No. _____
Page _____ Fee \$ _____ paid

By _____
D. R.

referenced easement area without giving the grantor, his successors and assigns any recompense for such removal.
Property located on the east and west sides of Wolf Woods Lane, approximately 973.50 feet east of the east line of Germantown Parkway.

55170

BN 1199



SHELBY COUNTY
 REGISTER OF DEEDS
 1990 MAR 12 12 12

BN1199

CORDOVA STATION P.U.D.
 PARCEL 4 (SHEB. 1199)
 MEMPHIS, TENNESSEE
 DEVELOPED BY GILC. RICHMOND & BIRDA, INC.
 PREPARED BY W. M. HIGHTON & CO. INC.

FINAL PLAN

SHEET 1 OF 2

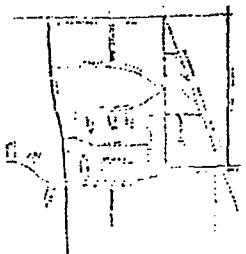
DATE: 01-11-90

3120 SOUTH DUNNINGS ROAD

MEMPHIS, TENNESSEE

SCALE: 1"=100' DATE: JUNE 7, 1990

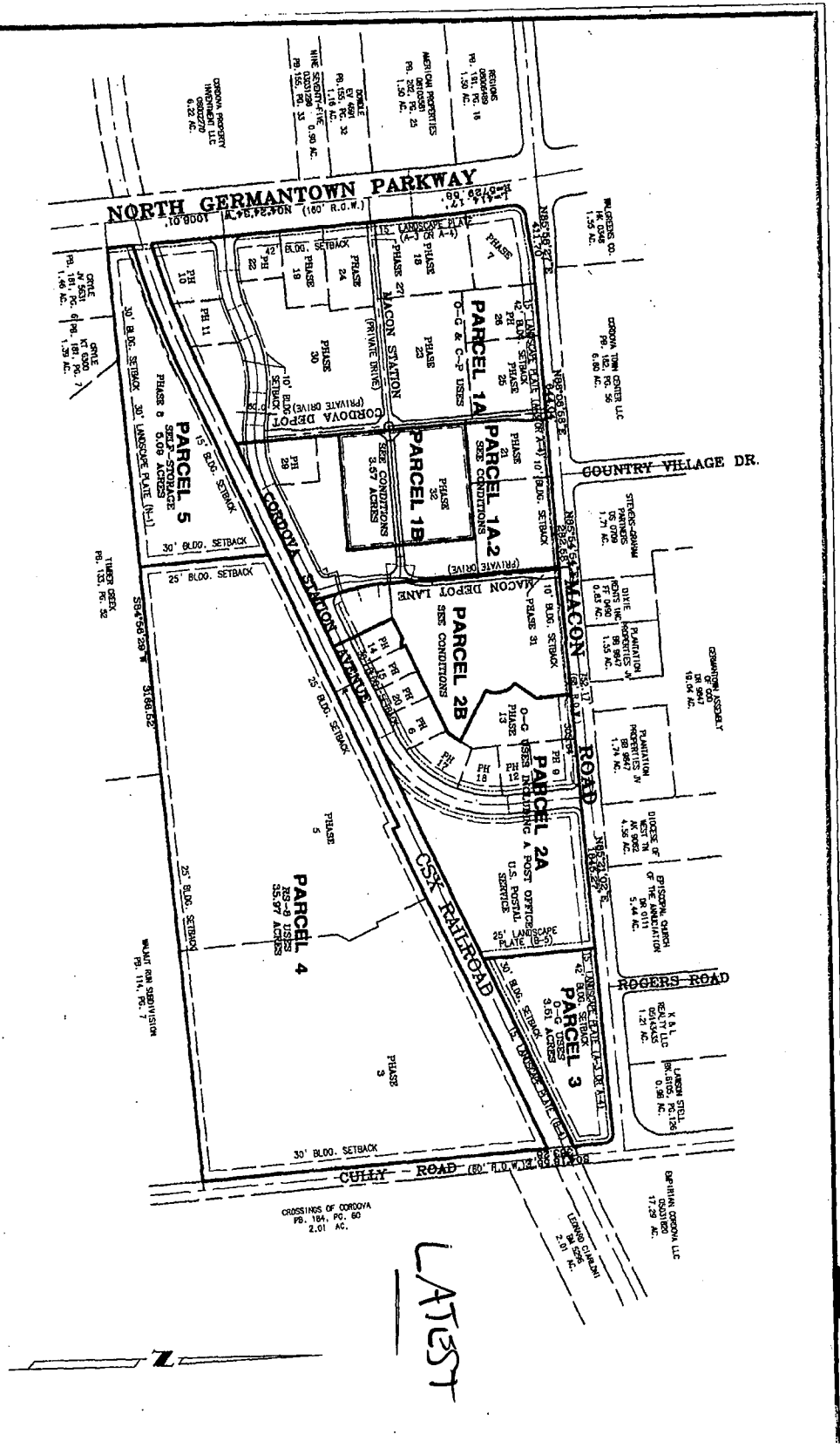
W. M. HIGHTON & CO. INC.



BN 1199

No. _____
 STATE TAX _____
 REGISTER'S FEE _____
 RECORDING FEE _____
 TOTAL 9.00
 STATE OF TENNESSEE

Plat(s) (from newest to oldest)



ENGINEER'S CERTIFICATE

I, the undersigned, being duly licensed and qualified as a Professional Engineer in the State of Tennessee, do hereby certify that this plan is true and correct, and that the same conform to the requirements of the laws and regulations of the State of Tennessee, and that the same are in accordance with the provisions of the laws and regulations of the State of Tennessee, and that the same are in accordance with the provisions of the laws and regulations of the State of Tennessee, and that the same are in accordance with the provisions of the laws and regulations of the State of Tennessee.

PARKER, ESTES & ASSOCIATES, INC.
 REGISTERED PROFESSIONAL ENGINEERS
 1111 N. CENTRAL AVENUE, SUITE 101
 MEMPHIS, TENNESSEE 38104
 DATE: **10/26/2008**



OFFICE OF PLANNING AND DEVELOPMENT CERTIFICATE

This plan conforms with the Planned Development code as by the Memphis and Shelby County Land Use Control Board on 12/14/2008, and by the Memphis City Council on 02/28/2007.

DATE: 10/26/2008



OUTLINE PLAN P.D. 06-360
CORDOVA STATION P.D.
4th AMENDMENT

Remedy P.D. 89-389 CC, P.D. 87-367 CC, P.D. 00-

MEMPHIS, TENNESSEE

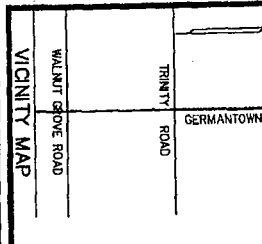
OWNER / DEVELOPER: GILL, ENTERPRISES
 8100 MASON STATION, SUITE 101
 CORDOVA, TENNESSEE 38104
 (901) 798-1100

DESIGNER: PARKER, ESTES & ASSOCIATES
 1111 N. CENTRAL AVENUE, SUITE 101
 MEMPHIS, TENNESSEE 38104
 (901) 286-9888

DATE: 10/26/2008

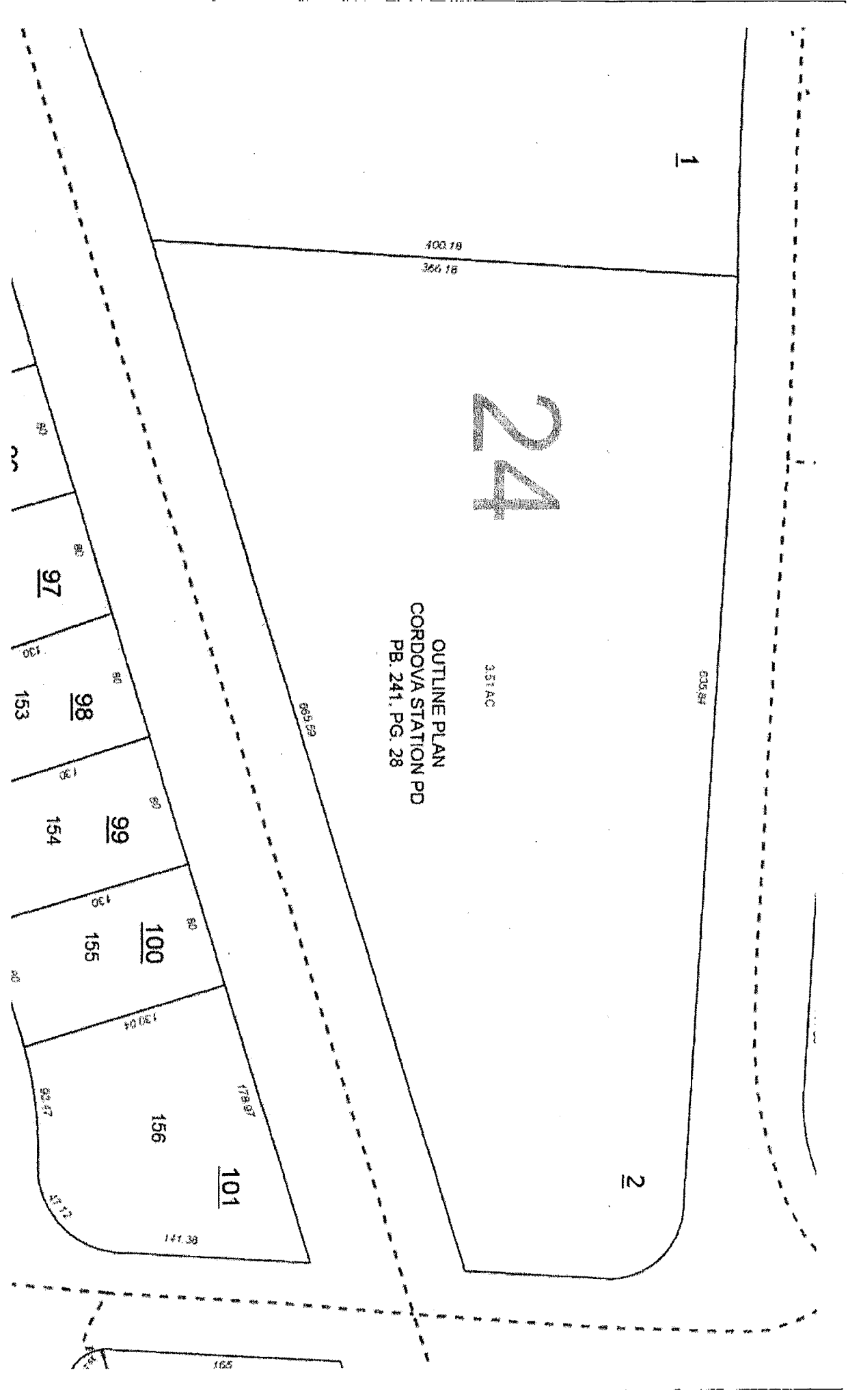
SCALE: 1" = 80'

SHEET 1 OF 2



NO BUILDING PERMIT SHALL BE ISSUED AS A RESULT OF THIS RECORDING OF THIS PLAN.

SCALE: 1" = 80'	DATE: 10/26/2008	SHEET 1 OF 2
OWNER / DEVELOPER: GILL, ENTERPRISES	DESIGNER: PARKER, ESTES & ASSOCIATES	DATE: 10/26/2008
8100 MASON STATION, SUITE 101	1111 N. CENTRAL AVENUE, SUITE 101	MEMPHIS, TENNESSEE 38104
(901) 798-1100	(901) 286-9888	
100 YR. FLOOD ELEV. 514.2	FEMA MAP PANEL NO. 471523000 F	MAP DATE: 10/26/2008
NO. OF ACRES: 86.27	VARD: 91	BLOCK: 25



5. **ADDITIONS**

6. **REVISIONS**

7. **OTHER**

- 8. Permits and temporary signs shall be prohibited.
- 9. All signs shall be visible a minimum of 15 feet from the right-of-way.
- 10. Other
 - A. Illustrations of typical architectural designs of any proposed attached or detached buildings along Corvosa Road shall be shown and described in detail.
 - B. The land use control board may modify the bulk, access, parking, landscaping, and sign requirements if equivalent alternatives are proposed which meet the intent of the ordinance. The board may also modify any other requirements of the ordinance if the proposed alternatives are approved by the City Council.
- 11. **Site Plan Review**
 - A. A site plan shall be submitted for the review, comment and recommendation of the Office of Planning and Development (OPD) prior to the submission of the site plan to the Land Use Control Board prior to approval of any final plan.
 - B. The site plan shall be submitted at least twenty days prior to the meeting of the Land Use Control Board and shall include the following information:
 1. Map showing, and dimensions of all buildable areas, steps and setbacks.
 2. The layout of all public streets, private drives and the dimensions and area of all lots.
 3. Specific plans for internal and perimeter landscaping and screening including landscaping of all open space features.
 4. Illustrations of the design and materials of any proposed structures.
 5. Illustrations of the design and materials of special arches, gates, and other features.
 6. Illustrations of any additional screening or landscaping along Corvosa Road.
 7. Illustrations of fencing and landscaping proposed as a means of screening the site from the adjacent property.
 - C. The site plan shall be reviewed based upon the following criteria:
 1. Adequacy of utilities (electric, water, gas, sewer, storm, and telephone) and improvements to the subdivision regulations and standards.
 2. Suitable urban design for Corvosa Road whether transitional or traditional.
 3. Internal circulation and access which avoids (including all access to the major road).
 4. Shape and location of any open space features relative to the site plan.
 5. Compliance with the existing plan conditions.
 6. Compatibility with adjacent properties as judged from the landscaping and architectural design.
 7. Final plan shall not be approved until the site plan for that property is approved by the Land Use Control Board. The board may also modify any other requirements of the ordinance if the proposed alternatives are approved by the City Council.
 - D. All common open space features shall be given a lot number and the location of the features shall be shown on the site plan. The common open space within the site plan for that phase shall be shown on the site plan for that phase.
 - E. Any final plan shall include the following:
 1. A statement conveying all common facilities and areas to a maintenance process or other entity, for ownership and maintenance.
 2. The following note shall be placed on the final plan of the development: "The applicant has provided a maintenance process for the development which shall be maintained by the applicant or other entity. The maintenance process shall be shown on the site plan for that phase." The maintenance process shall be shown on the site plan for that phase.
 3. A statement conveying all common facilities and areas to a maintenance process or other entity, for ownership and maintenance.
 4. The following note shall be placed on the final plan of the development: "The applicant has provided a maintenance process for the development which shall be maintained by the applicant or other entity. The maintenance process shall be shown on the site plan for that phase." The maintenance process shall be shown on the site plan for that phase.
 - F. The location and dimensions of building areas, parking and utility easements and features landscaping and screening shall be shown on the site plan.
 - G. The location and ownership, whether public or private, of any easement.
 - H. A statement conveying all common facilities and areas to a maintenance process or other entity, for ownership and maintenance.

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OUTLINE PLAN
DEVELOPER: CORDOVA ASSOCIATES
109.801 ACRES
SHELBY COUNTY, TENNESSEE
MAY 1996

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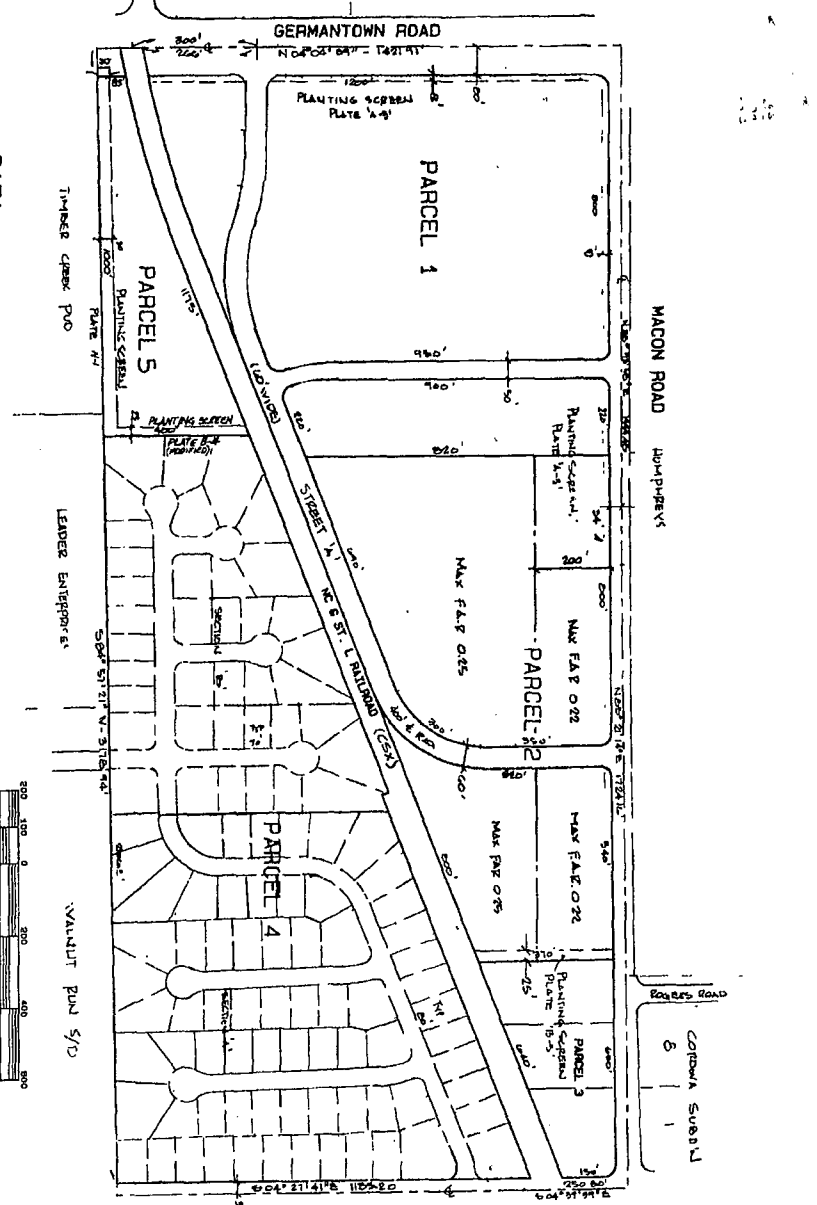
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OUTLINE PLAN
DEVELOPER: CORDOVA ASSOCIATES
109.801 ACRES
SHELBY COUNTY, TENNESSEE
MAY 1



DATA:
 PARCEL 1: AREA: 24.79 ACRES
 PROPOSED USES: MIXED USE OFFICE AND COMMERCIAL

PARCEL 2: AREA: 19.04 ACRES
 PROPOSED USES: GENERAL OFFICE / POST OFFICE

PARCEL 3: AREA: 3.54 ACRES
 PROPOSED USES: R-RESIDENTIAL
 # OF LOTS: 3
 DENSITY: 0.85 DUA

PARCEL 4: AREA: 35.97 ACRES
 PROPOSED USES: RS-8 SINGLE FAMILY RESIDENTIAL
 # OF LOTS: 108
 DENSITY: 3.10 DUA

PARCEL 5: AREA: 5.09 ACRES
 PROPOSED USES: SELF STORAGE FACILITY

TOTAL SITE AREA (LESS PERIMETER ROADS AND RAIL ROW): 88.36 ACRES

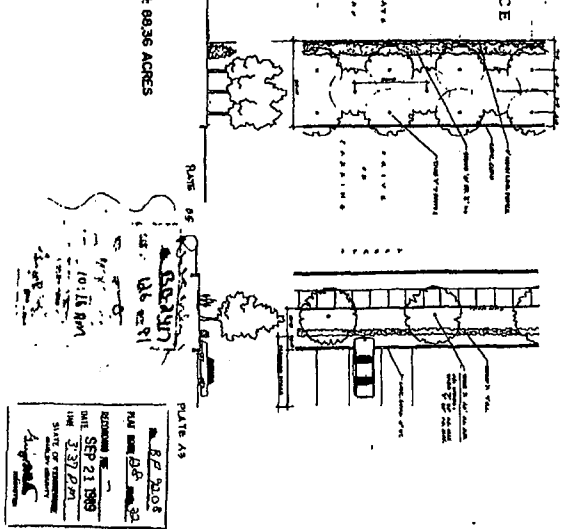
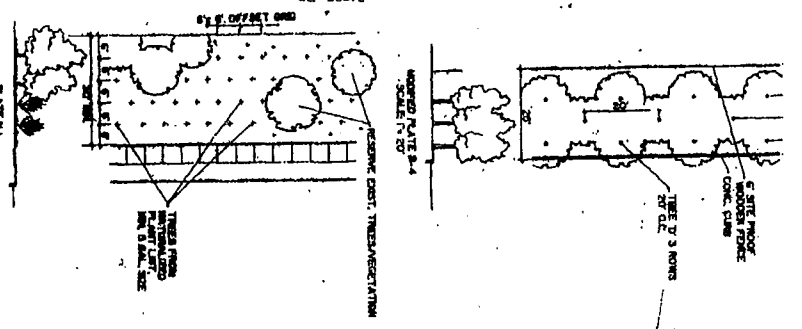


PLATE A3
 8.7' x 33.0'
 10.18 RM
 3.21 RM
 2.21 RM



CORDOVA STATION
 A PLANNED UNIT DEVELOPMENT
 MEMPHIS, TENNESSEE

PREPARED BY: W. H. PORTER & CO., INC.
 3120 SOUTH PERKINS ROAD
 MEMPHIS TENNESSEE

PD 88-339 CC
 FORMERLY PD 87-334 CC
 SHEET 1 OF 2

SCALE: 1"=200' DATE: 4/17/87

RECEIVED JUNE 28, 1988
 SEPTEMBER 2, 1988

- Parcel 1: Lanes allowed by right in the General Office District (O-G) includes permitted by right, administrative site plan review, or a special permit in the Planned Commercial District (C-P)
- Parcel 2: Lanes allowed by right in the General Office District (O-G) including a post office
- Parcel 3: Lanes allowed by right in the Single Family Residential District (R-S)
- Parcel 4: Lanes allowed by right in the Single Family Residential District (R-S)
- Parcel 5: Multi-unit residential storage
- Parcel 6: Lanes allowed by right in the Single Family Residential District (R-S)
- Parcel 7: 42 feet along Meador Road frontage
- Parcel 8: 20 feet along the frontage of any 60 foot required corner street (C)
- Parcel 9 and 4: front, 30 feet
- Parcel 10 and 4: front, 30 feet
- Parcel 11: east and south property line, 20 feet
- Parcel 12: north property line, 15 feet
- Parcel 13: west property line, 42 feet
- Minimum Height - All Parcels: 35 feet
- Minimum Front Foot Area
- Parcel 1: 289,828 square feet
- Parcel 2: 201,346 square feet
- Parcel 5: 77,602 square feet
- Minimum F.A.R.: Parcel 1 and 2 - 7.25
- Parcel 5: 1.00

- VI Landscaping
 - A Preliminary landscaping shall be provided as follows:
 1. Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

WE GILL, RECORDS AND BROWN, INC. OWNERS OF THE PROPERTY SHOWN HEREON HEREBY ADOPT THIS PLAN AS OUR PLAN OF DEVELOPMENT. WE CERTIFY THAT WE HAVE BEEN ADVISED BY A LICENSED SURVEYOR THAT THE PROPERTY SHOWN ON SAID PLAN IS NOT ENCLAVED BY ANY TAXES AND/OR CHARGES THAT HAVE BECOME DUE AND PAYABLE.

BY: *[Signature]*
 HAYWARD B. GILL, THE RECORDS

STATE OF TENNESSEE
 COUNTY OF SHELBY

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY AT MEMPHIS, TENNESSEE, DID APPEAR AND QUALIFIED, PERSONALLY APPEARED HAYWARD B. GILL, JR., WITH WHOM I AM PERSONALLY ACQUAINTED AND WHO UPON OATH ADMONISHED ME THAT HE IS THE OWNER OF THE PROPERTY SHOWN ON SAID PLAN AND THAT SAID PLAN CONTAINS ALL THE INFORMATION FOR THE PURPOSE HEREIN CONTAINED AT HIS OWN FREE WILL AND DEED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 11th DAY OF August, 1989.

[Signature]
 NOTARY PUBLIC

IT IS HEREBY CERTIFIED THAT THIS PLAN IS TRUE AND CORRECT, IS IN CONFORMANCE WITH THE SURVEY REQUIREMENTS OF THE SUBDIVISION ACT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER THE SUPERVISION OF THE SURVEYOR.

1989
 TENNESSEE LICENSE # *[Number]*
[Signature]
 VICTOR D. ROSS, CIVIL ENGINEER

PLAN OF DEVELOPMENT ACTED UPON BY THE MEMPHIS AND SHELBY COUNTY LAND USE CONTROL BOARD ON August 3, 1989 (LAND BY THE MEMPHIS CITY COUNCIL ON August 29, 1989) (LAND BY THE SHELBY COUNTY COMMISSION ON August 28, 1989)

BY *[Signature]* DATE Sept. 21, 1989
 DIRECTOR OFFICE OF PLANNING AND DEVELOPMENT

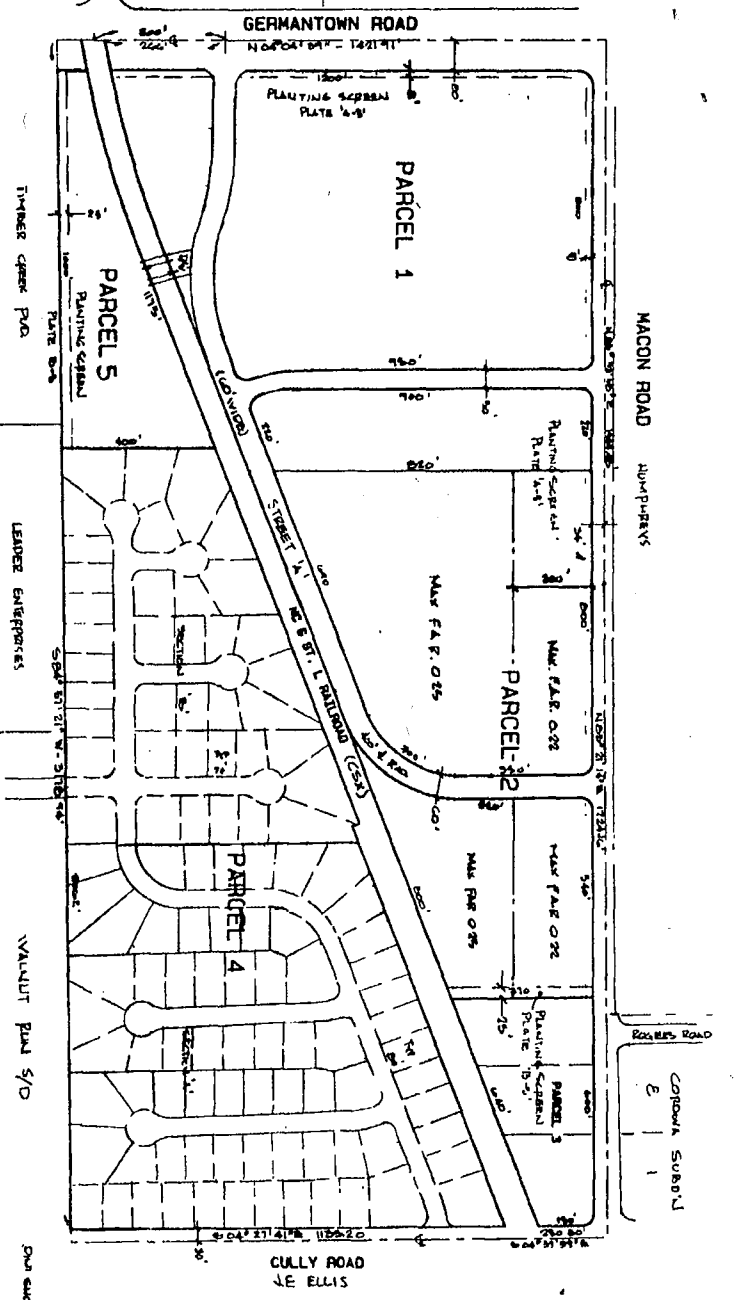
PD 89-339 CC
 (FORMERLY PD 87-584 CC)
 SHEET 2 OF 2

OUTLINE PLAN AMENDMENT
 CORDOVA STATION
 A PLANNED UNIT DEVELOPMENT
 MEMPHIS, TENNESSEE

PREPARED BY: W. H. PORTER & CO., INC.
 3120 SOUTH PERKINS ROAD
 MEMPHIS TENNESSEE

SCALE: 1" = 200' DATE: 4/17/87

853208
 HAYWARD B. GILL
 30.00
 SEP 21 1989
 SHELBY COUNTY REGISTER



DATA:
 PARCEL 1: AREA: 24.78 ACRES
 PROPOSED USER: MIXED USE OFFICE AND COMMERCIAL

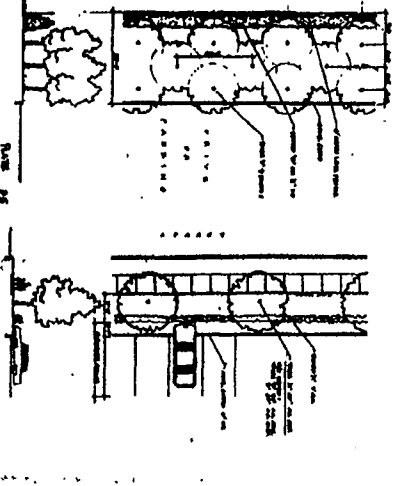
PARCEL 2: AREA: 19.04 ACRES
 PROPOSED USER: GENERAL OFFICE / POST OFFICE

PARCEL 3: USER: R-RESIDENTIAL
 PROPOSED USER: R-RESIDENTIAL
 AREA: 3.81 ACRES
 # OF LOTS: 3
 DENSITY: 0.85 DUA

PARCEL 4: AREA: 21.97 ACRES
 PROPOSED USER: RS-8 SINGLE FAMILY RESIDENTIAL
 DENSITY: 3.10 DUA

PARCEL 5: AREA: 5.09 ACRES
 PROPOSED USER: SELF STORAGE FACILITY

TOTAL SITE AREA (LESS PERIMETER ROADS AND RAIL ROAD): 88.36 ACRES



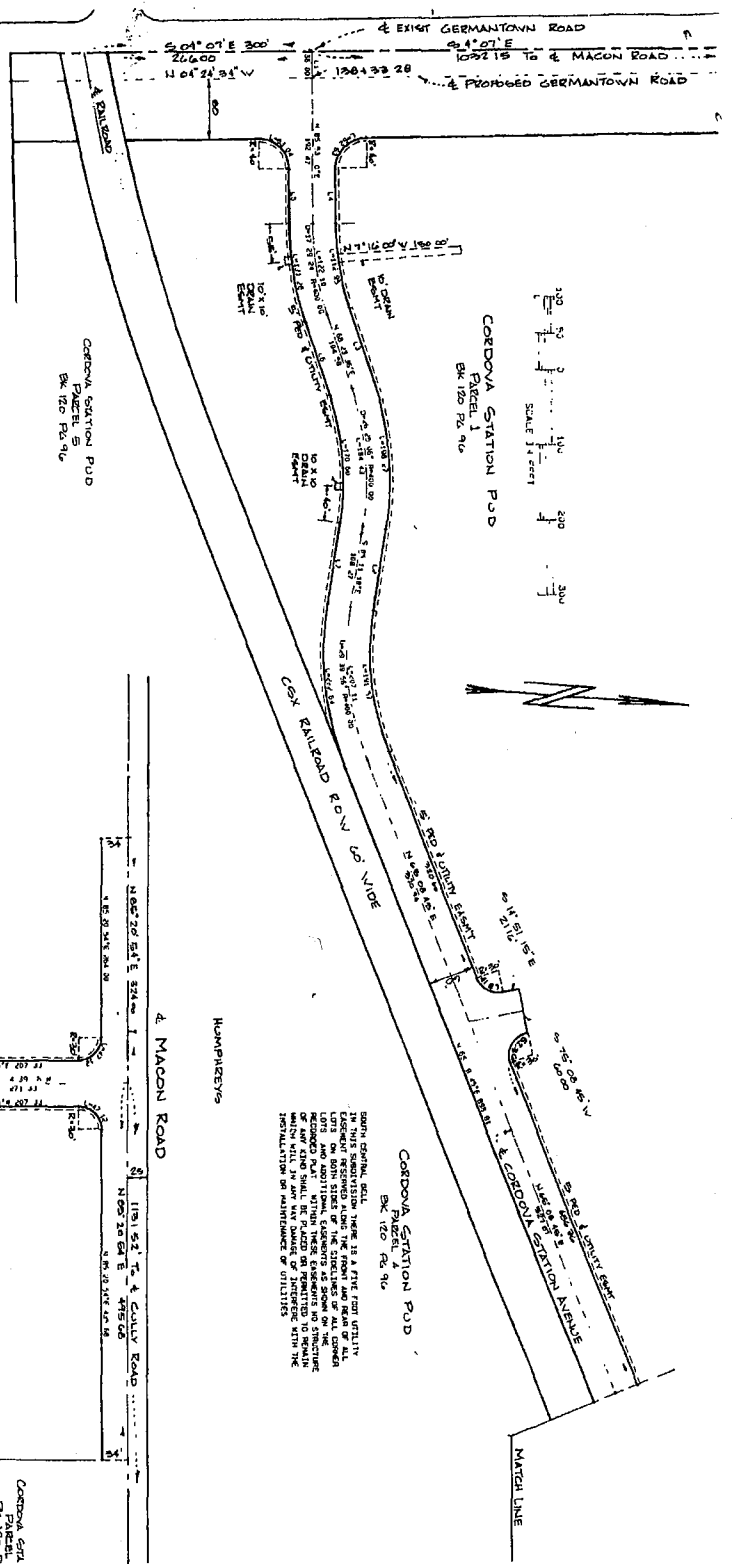
APPROVED FOR THE CITY OF MEMPHIS
 MAY 23 1988
 PLANNING DEPARTMENT
 CITY OF MEMPHIS
 505 NORTH MAIN
 MEMPHIS, TENNESSEE 38102

DATE: 4/17/87
 BY: M. H. PORTER & CO., INC.
 3120 SOUTH PERKINS ROAD
 MEMPHIS, TENNESSEE

SHEET 1 OF 2
 OUTLINE PLAN
CORDOVA STATION
 A PLANNED UNIT DEVELOPMENT
 MEMPHIS, TENNESSEE

PREPARED BY: M. H. PORTER & CO., INC.
 3120 SOUTH PERKINS ROAD
 MEMPHIS, TENNESSEE

SCALE: 1"=200'
 DATE: 4/17/87
 PD 87-524 CC



LINE BEARING LISTING

1	N 4° 01' 11" E	100.00
2	S 89° 52' 37" W	100.00
3	S 89° 52' 37" W	100.00
4	N 4° 01' 11" E	100.00
5	N 4° 01' 11" E	100.00
6	S 89° 52' 37" W	100.00
7	N 4° 01' 11" E	100.00
8	S 89° 52' 37" W	100.00
9	N 4° 01' 11" E	100.00
10	S 89° 52' 37" W	100.00
11	N 4° 01' 11" E	100.00
12	S 89° 52' 37" W	100.00
13	N 4° 01' 11" E	100.00
14	S 89° 52' 37" W	100.00
15	N 4° 01' 11" E	100.00
16	S 89° 52' 37" W	100.00
17	N 4° 01' 11" E	100.00
18	S 89° 52' 37" W	100.00
19	N 4° 01' 11" E	100.00
20	S 89° 52' 37" W	100.00

NOTE: THIS SUBDIVISION IS A FIVE YEAR UTILITY PERMITS. THE UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE RECORD DRAWINGS OF THE CORDOVA STATION PUD. THE UTILITIES SHOWN ON THIS PLAN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND. THE UTILITIES SHOWN ON THIS PLAN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND. THE UTILITIES SHOWN ON THIS PLAN ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ANY KIND.

U.S. POSTAL SERVICE
PARCEL #2
NOTE: THE POST OFFICE FILED NO FINAL PLAN, NO OUTLINE PLAN, NOR DID THEY GET A BUILDING PERMIT FOR THEIR BUILDING.

PHASE ONE

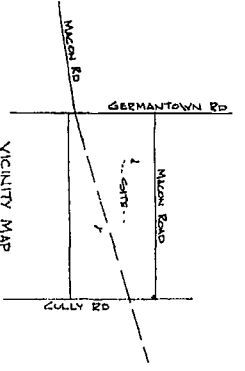
SHEET 1 OF 2
STREET DEDICATION
FINAL PLAN

CORDOVA STATION
A PLANNED UNIT DEVELOPMENT
SHELBY COUNTY, TENNESSEE

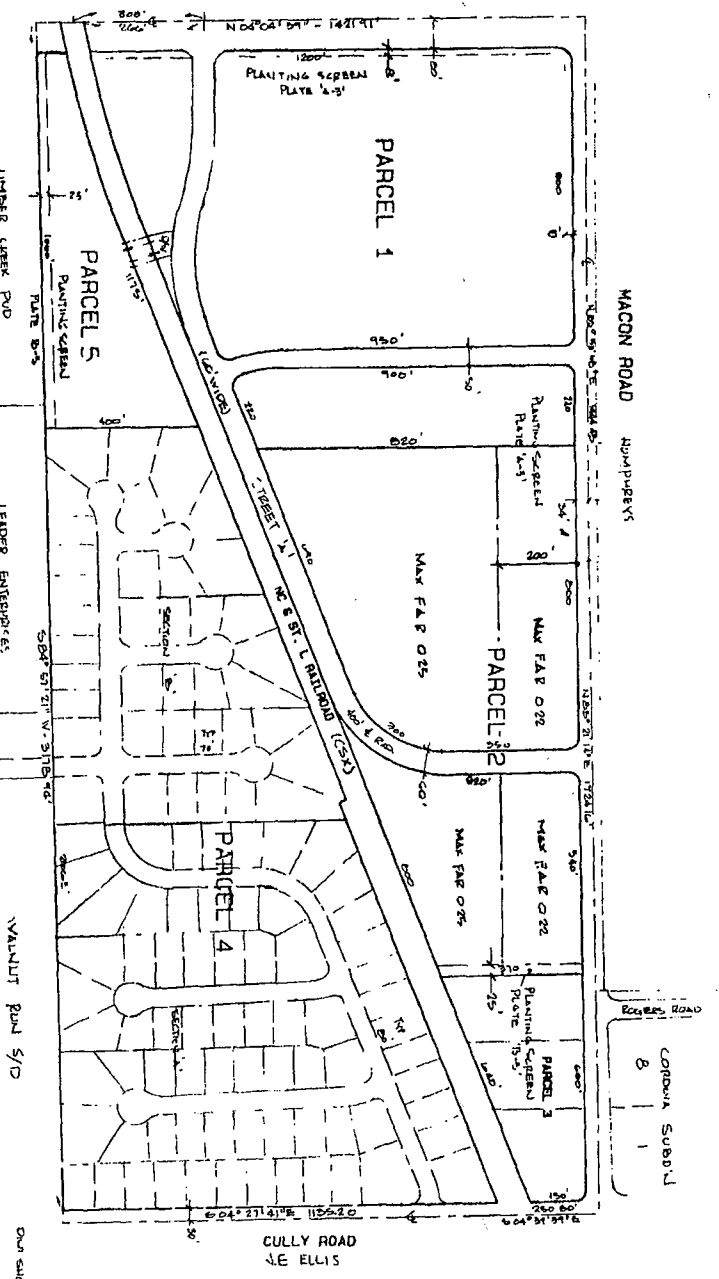
DEVELOPED BY GILL, RICHMOND & BROWN, INC

PREPARED BY W. H. PORTER & CO., INC
3120 SOUTH PERKINS ROAD
MEMPHIS TENNESSEE

SCALE 1"=100' DATE 3/02/88
P.D. 87-324 CC



NOTE: PROPERTY IS NOT WITHIN THE 100 YEAR FLOOD PLAIN



DATA:

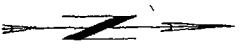
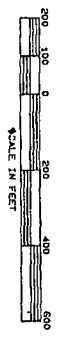
PARCEL 1:
AREA: 24.76 ACRES
PROPOSED USES: MIXED USE OFFICE AND COMMERCIAL

PARCEL 2:
AREA: 18.04 ACRES
PROPOSED USES: GENERAL OFFICE / POST OFFICE

PARCEL 3:
PROPOSED USES: P- RESIDENTIAL
AREA: 31.24 ACRES
OF LOTS: 3
DENSITY: 0.89 DUA

PARCEL 4:
AREA: 35.97 ACRES
PROPOSED USES: RS-8 SINGLE FAMILY RESIDENTIAL
OF LOTS: 108
DENSITY: 3.0 DUA

PARCEL 5:
AREA: 5.09 ACRES
PROPOSED USES: SELF STORAGE FACILITY



MADE BY: **W. H. PORTER & CO., INC.**
DATE: **APR 18 1986**
TIME: **9:40 P.M.**

SHEET 1 OF 2
OUTLINE PLAN
CORDOVA STATION
A PLANNED UNIT DEVELOPMENT
MEMPHIS, TENNESSEE

DR. V. L. PORTER, ARCHITECT, & ASSOCIATES, INC.
PREPARED BY: W. H. PORTER & CO., INC.
3120 SOUTH PERKINS ROAD
MEMPHIS, TENNESSEE

SCALE: 1" = 200'
DATE: 4/17/87

TOTAL SITE AREA (LESS PERIMETER ROADS AND RAIL ROW): 88.36 ACRES

