




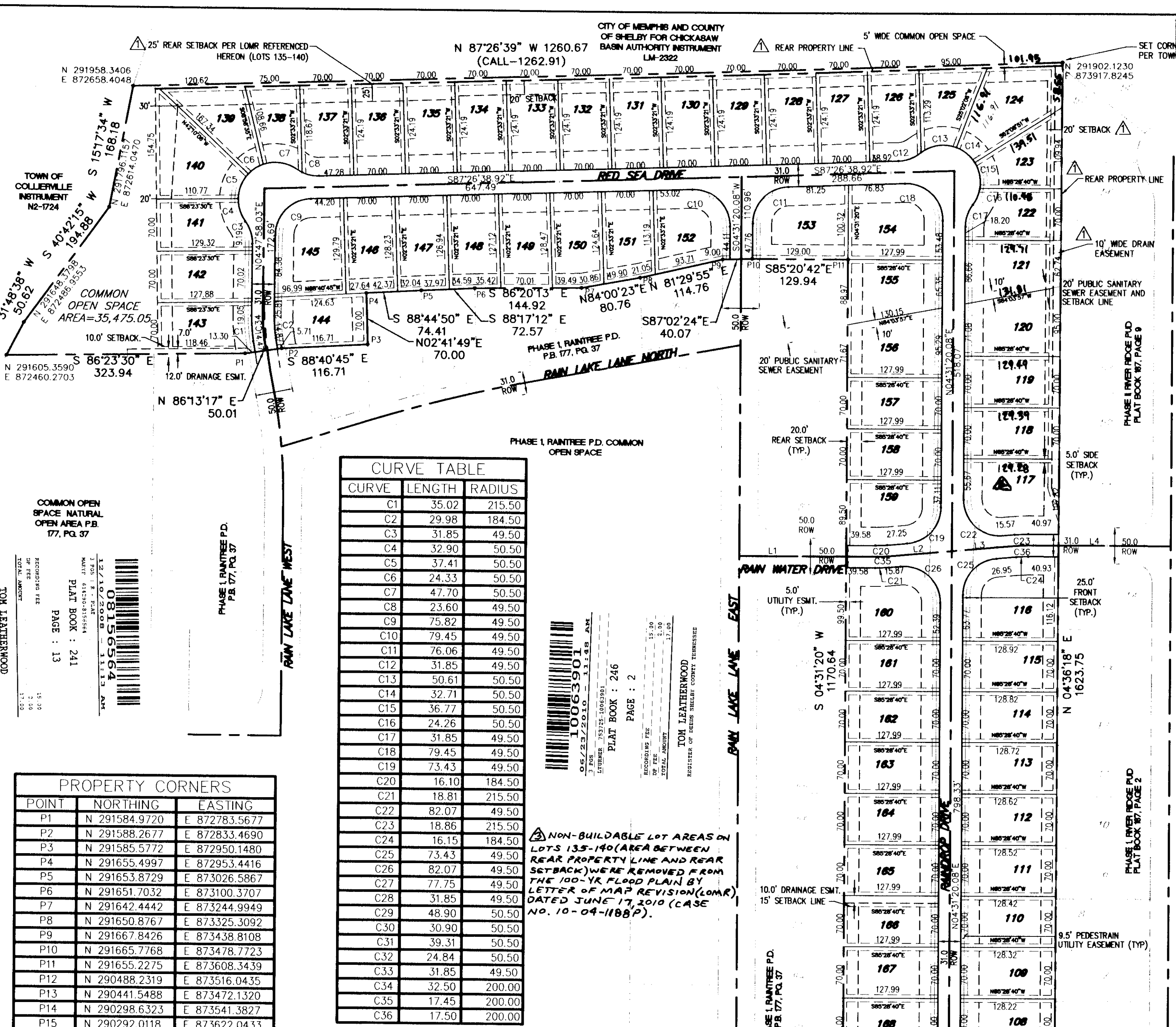
Tom Leatherwood

Shelby County Register

As evidenced by the instrument number shown below, this document has been recorded as a permanent record in the archives of the Office of the Shelby County Register.

	
10063901	
06/23/2010 - 11:48 AM	
3 PGS	
LTURNER 753725-10063901	
PLAT BOOK : 246	
PAGE : 2	
RECORDING FEE	15.00
DP FEE	2.00
TOTAL AMOUNT	17.00
TOM LEATHERWOOD	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

LOT	SIZE	FINISHED FLOOR ELEV. (MIN.)
102	11,769.59	294.00
103	11,416.33	293.50
104	11,233.21	293.50
105	11,439.91	293.50
106	7,239.59	293.00
107	8,871.39	292.50
108	8,971.65	292.00
109	8,978.72	292.00
110	8,985.79	292.00
111	8,992.85	292.00
112	8,999.92	292.00
113	9,006.99	292.00
114	9,014.05	292.00
115	9,021.12	292.00
116	14,272.10	292.00
117	12,913.29	292.00
118	9,053.42	292.50
119	9,060.49	292.50
120	10,757.24	292.00
121	9,685.19	292.00
122	8,643.51	292.00
123	8,337.85	292.00
124	11,759.71	292.00
125	7,548.13	292.00
126	8,585.34	292.00
127	8,693.40	292.00
128	8,693.40	292.00
129	8,693.40	292.00
130	8,693.40	292.00
131	8,693.40	292.00
132	8,693.40	292.00
133	8,693.40	292.00
134	8,693.40	292.00
135	8,693.40	292.00
136	8,693.40	292.00
137	8,652.57	292.00
138	6,797.05	292.00
139	8,147.48	292.00
140	11,438.72	292.00
141	8,488.97	292.00
142	9,002.08	292.00
143	8,988.81	292.00
144	8,737.65	292.00
145	11,866.01	292.00
146	9,031.23	292.00
147	8,926.01	292.00
148	8,871.16	292.00
149	8,945.51	292.00
150	8,961.22	292.00
151	8,347.20	292.00
152	10,028.05	292.00
153	12,150.89	292.00
154	12,551.14	292.00
155	9,875.41	292.50
156	10,684.20	292.50
157	8,958.99	292.50
158	8,958.99	292.50
159	10,743.59	292.00
160	12,366.22	292.00
161	8,958.99	292.00
162	8,958.99	292.00
163	8,958.99	292.00
164	8,958.99	292.00
165	8,958.99	292.00
166	8,958.99	292.00
167	8,958.99	292.00
168	8,958.99	292.00
169	12,208.74	292.00



COMMON OPEN SPACE NATURAL OPEN AREA P.B. 177, PG. 37

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

TOM LEATHERWOOD

PLAT BOOK : 241

PAGE : 13

PROPERTY CORNERS

POINT	NORTHING	EASTING
P1	N 291584.9720	E 872783.5677
P2	N 291588.2677	E 872833.4690
P3	N 291585.5772	E 872950.1480
P4	N 291655.4997	E 872953.4416
P5	N 291653.8729	E 873026.5867
P6	N 291651.7032	E 873100.3707
P7	N 291642.4442	E 873244.9949
P8	N 291650.8767	E 873325.3092
P9	N 291667.8426	E 873438.8108
P10	N 291665.7768	E 873478.7723
P11	N 291655.2275	E 873608.3439
P12	N 290488.2319	E 873516.0435
P13	N 290441.5488	E 873472.1320
P14	N 290298.6323	E 873541.3827
P15	N 290292.0118	E 873622.0433

CURVE TABLE

CURVE	LENGTH	RADIUS
C1	35.02	215.50
C2	29.98	184.50
C3	31.85	49.50
C4	32.90	50.50
C5	37.41	50.50
C6	24.33	50.50
C7	47.70	50.50
C8	23.60	49.50
C9	75.82	49.50
C10	79.45	49.50
C11	76.06	49.50
C12	31.85	49.50
C13	50.61	50.50
C14	32.71	50.50
C15	36.77	50.50
C16	24.26	50.50
C17	31.85	49.50
C18	79.45	49.50
C19	73.43	49.50
C20	16.10	184.50
C21	18.81	215.50
C22	82.07	49.50
C23	18.86	215.50
C24	16.15	184.50
C25	73.43	49.50
C26	82.07	49.50
C27	77.75	49.50
C28	31.85	49.50
C29	48.90	50.50
C30	30.90	50.50
C31	39.31	50.50
C32	24.84	50.50
C33	31.85	49.50
C34	32.50	200.00
C35	17.45	200.00
C36	17.50	200.00

LINE TABLE

LINE	LENGTH	BEARING
L1	184.58'	S85°28'39.92"E
L2	86.81'	N89°31'20.08"E
L3	86.51'	N89°31'20.08"E
L4	193.45'	S85°27'47.63"E

T.B.M.'s TO BE ESTABLISHED BEFORE RECORDING PLAT.

T.B.M.	ELEVATION	DESCRIPTION
T.B.M. 1	289.10	CUT SQUARE ON THE NORTH END OF 6-72 INLET AT THE SOUTHWEST CORNER OF LOT 144
T.B.M. 2	288.66	CUT SQUARE ON THE NORTH END OF 6-72 INLET AT THE SOUTHWEST CORNER OF RED SEA DRIVE AND RAIN LAKE LANE EAST
T.B.M. 3	291.14	CHISEL MARK AT BACK OF CURB BETWEEN LOT 155 AND 156
T.B.M. 4	290.10	CHISEL MARK AT BACK OF CURB BETWEEN LOT 144 AND 165
T.B.M. 5	292.03	CHISEL MARK AT BACK OF CURB BETWEEN LOT 101 AND 102

TYPICAL SETBACKS (EXCEPT WHERE NOTED)

FRONT YARD SETBACKS - 25'

*REAR YARD SETBACKS - 20'

**SIDE YARD SETBACKS - 5'

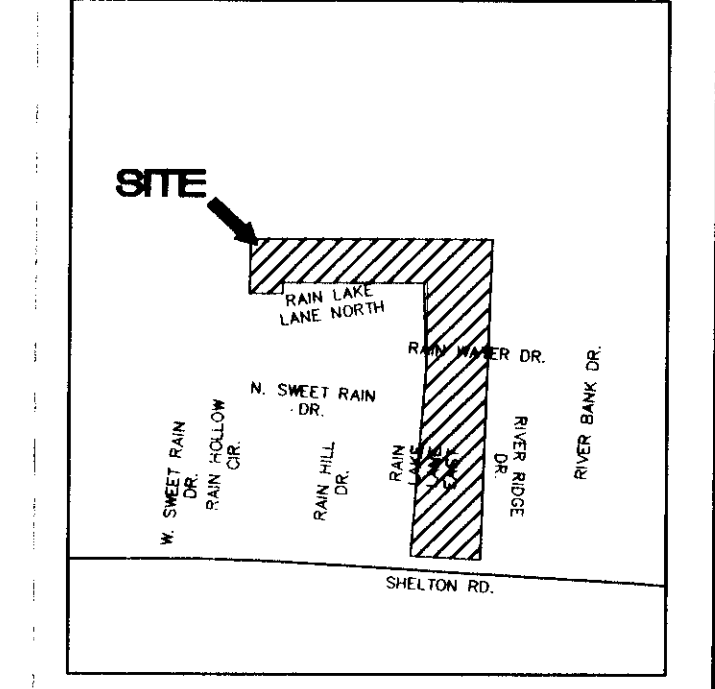
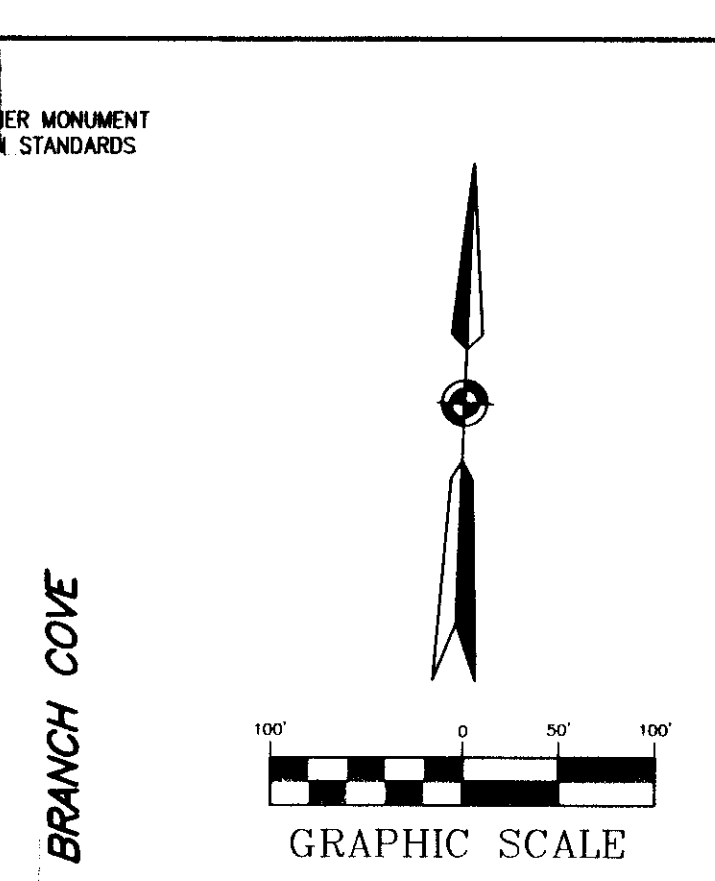
*EXCEPT LOTS 135-140 AS NOTED

**EXCEPT WHERE NOTE ON LOTS 120, 121, 143, 155, 156, AND 166

NON-BUILDABLE LOT AREAS ON LOTS 135-140 (AREA BETWEEN REAR PROPERTY LINE AND REAR SETBACK) WERE REMOVED FROM THE 100-YR FLOOD PLAIN BY LETTER OF MAP REVISION (LOMR) DATED JUNE 17, 2010 (CASE NO. 10-04-1188P).

RE-RECORDED TO CORRECT CHANGES TO LOT LINE DIMENSIONS (LOTS 117-124)

RE-RECORDING NOTE:
LOT AREA FOR LOTS 117 THROUGH 140 MODIFIED DUE TO SHIFTED PROPERTY LINE. FEMA INFORMATION UPDATED.



VICINITY MAP N.T.S.

10054709

05/28/2010 - 02:37 PM

3 PGS 747601-10054709

PLAT BOOK : 245

PAGE : 42

RECORDING FEE 15.00

DP FEE 2.00

TOTAL AMOUNT 17.00

TOM LEATHERWOOD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

FINAL PLAT

RAINTREE, P.D., PHASE II

ZONED: R1 (R-2A OVERLAY) RED SEA, LLC WD. DIST. 2 BLK. 33

COLLIERVILLE, TENNESSEE

68 LOTS 18.20 ACRES 792,792 SQ. FT. PLAT BOOK ---, PAGE ---

OWNER: RED SEA, LLC 126 HIGHWAY 51 SOUTH COVINGTON, TN. 38019

ENGINEER: KIMLEY-HORN AND ASSOC. 6000 POPLAR AVE. STE. 201 MEMPHIS, TN 38119 (901) 374-9109

288.0-289.0 47157C 0485 F 28 SEPTEMBER 2007

14 APRIL 2006 SCALE 1" = 100' SHEET 1 OF 3

GENERAL CONDITIONS (PER PLANNING COMMISSION APPROVAL ON APRIL 5, 1999)

THE DESIGN REVIEW COMMISSION SHALL REVIEW AND APPROVE BUILDING ELEVATIONS, SIGNAGE, LANDSCAPING AND OTHER APPROPRIATE DESIGN ELEMENTS OF THE PROJECT.

ALL ELECTRICAL INSTALLATIONS SHALL BE UNDERGROUND.

THE DEVELOPER SHALL INSTALL FIRE HYDRANTS 500 FEET ON CENTER THROUGHOUT THE DEVELOPMENT AND PAINT SILVER IN COLOR.

STREETLIGHTS SHALL BE PROVIDED BY THE DEVELOPER.

THE DEVELOPER WILL ENTER INTO A STANDARD DEVELOPMENT CONTRACT, AS REQUIRED IN ARTICLE IV OF THE SUBDIVISION REGULATIONS FOR REQUIRED PUBLIC IMPROVEMENTS.

SANITARY SEWERS SHALL BE APPROVED BY THE TOWN OF COLLIERVILLE.

A COMPUTER DISK, DXF FORMAT, OF THE FINAL PLAN SHALL BE SUBMITTED TO THE CITY ENGINEER PRIOR TO RECORDING OF THE FINAL PLAN.

ALL GRADING AND DRAINAGE PLANS SHALL SHOW A MINIMUM OF 100 FEET OF OFF-SITE TOPOGRAPHY ON ALL SIDES OF THE PROJECT SITE IN ORDER TO DETERMINE WHETHER THE PROJECT IS CAUSING ANY OFF-SITE DRAINAGE IMPACTS THAT WILL REQUIRE MITIGATION BY THE APPLICANT.

THE PROJECT MUST COMPLY WITH THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION NPDES REGULATIONS GOVERNING STORMWATER DISCHARGE. THE FINAL PLAN SET SHALL INCLUDE AN EROSION CONTROL PLAN WHICH IS IN CONFORMANCE WITH THESE REGULATIONS AND PROVIDE CERTIFICATION THAT THE APPLICANT AND ALL THE CONTRACTORS INTEND TO COMPLY WITH THESE REGULATIONS DURING CONSTRUCTION ACTIVITY ON THE PROJECT SITE (N.O.I.).

PROPER EROSION CONTROL MEASURES MUST BE PROPERLY PLACED ON THE PROJECT SITE AND ALSO ANY OFF-SITE AREAS DEEMED NECESSARY TO CONTROL EROSION PRIOR TO BEING PERMITTED TO BEGINNING CLEARING AND SITE WORK. THE EROSION CONTROL MEASURES SHALL BE REGULARLY MAINTAINED THROUGHOUT CONSTRUCTION UNTIL ALL AREAS HAVE BEEN STABILIZED TO THE SATISFACTION OF THE CITY ENGINEER AND THE TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION. A GRADING PERMIT MUST BE SECURED FROM THE TOWN OF COLLIERVILLE BY THE APPLICANT OR CONTRACTOR PRIOR TO PROCEEDING WITH ANY GRADING ON THE PROJECT SITE.

PROVIDE DRAINAGE DATA FOR ASSESSMENT OF ON-SITE DETENTION REQUIREMENTS BY THE TOWN. ALL DRAINAGE PLANS ARE TO BE SUBMITTED TO THE CITY ENGINEER'S OFFICE FOR REVIEW. DRAINAGE IMPROVEMENTS MUST BE PROVIDED IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS AND THE TOWN OF COLLIERVILLE DRAINAGE DESIGN MANUAL.

ALL APPLICABLE FEMA FLOOD BOUNDARIES SHALL BE CLEARLY DEPICTED AND REFERENCED ON THE FINAL PLAN.

PART OF THE SITE IS WITHIN THE FLOODPLAIN ACCORDING TO THE FEMA MAPS. APPROPRIATE FLOOD PROTECTION MEASURES MUST BE TAKEN TO PREVENT FLOOD DAMAGE. THE 100 YEAR BASE FLOOD ELEVATION SHALL BE CLEARLY DEPICTED AND REFERENCED ON THE FINAL PLAN AND ENGINEERING PLAN.

ALL COMMON OPEN AREAS, PRIVATE STREETS, PRIVATE SEWERS AND PRIVATE DRAINAGE, SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. A STATEMENT TO THIS EFFECT SHALL APPEAR ON THE FINAL PLAN.

CONVEY ACCESS TO THE TOWN OF COLLIERVILLE ON THE FINAL PLAN FOR ALL LOTS WITH REVERSE FRONTAGE ALONG SHELTON ROAD.

ALL PROPOSED STREETS SHALL BE DESIGNED TO MEET MINIMUM SITE DISTANCE AND GEOMETRY REQUIREMENTS AS SET FORTH IN THE SUBDIVISION REGULATIONS.

THE FOLLOWING NOTE SHALL BE INCLUDED IN ANY RESTRICTIVE COVENANTS FILED FOR THIS SUBDIVISION: IN THIS SUBDIVISION, THERE IS A FIVE FOOT UTILITY EASEMENT RESERVED ALONG THE FRONTAGE AND REAR OF ALL LOTS, ON BOTH SIDES OF THE SIDELINES OF ALL CORNER LOTS, AND ADDITIONAL EASEMENTS AS SHOWN ON THE RECORDED PLAT. WITHIN THESE EASEMENTS, NO CONSTRUCTION OF ANY KIND SHALL BE PLACED OR PERMITTED TO REMAIN WHICH WILL IN ANY WAY DAMAGE OR INTERFERE WITH THE INSTALLATION OR MAINTENANCE OF UTILITIES.

ALL CONDITIONS INCLUDED AS PART OF THE ORIGINAL PLANNED DEVELOPMENT APPLICATION SHALL APPLY FOR THIS PROJECT.

A TREE PROTECTION PLAN, IF REQUIRED SHALL BE SUBMITTED FOR THE FINAL PLAN APPROVAL.

PROTECTIVE COVENANTS (PRIVATE)

ALL LOTS IN THIS PLANNED DEVELOPMENT SHALL BE USED FOR RESIDENTIAL PURPOSES.

THE LOCATION OF ANY RESIDENCE CONSTRUCTED ON ANY LOT IN THE DEVELOPMENT SHALL BE IN ACCORDANCE WITH THE REGULATIONS WITH THE TOWN OF COLLIERVILLE AND SHELBY COUNTY AND THE STATE OF TENNESSEE.

NO BUILDING SHALL BE ERECTED ON ANY LOT UNTIL THE DESIGN AND LOT PLAN THEREOF HAS BEEN APPROVED VERBALLY OR IN WRITING BY RED SEA LLC. OR A COMMITTEE APPOINTED BY THEM.

HOWEVER, IN THE EVENT THAT RED SEA LLC. OR SUCH COMMITTEES FAIL TO APPROVE OR DISAPPROVE SUCH DESIGN OR PLAT PLANS WITH IN 10 DAYS AFTER SUBMISSION OF PLANS AND SPECIFICATIONS TO THEM OR IT, THEN SUCH APPROVAL WILL NOT BE REQUIRED.

ONCE CONSTRUCTION IS COMMENCED BY LOT OWNER, THE HOUSE MUST BE COMPLETED WITH IN 12 CONSECUTIVE MONTHS FROM COMMENCEMENT OF GROUND BREAKING FOR FOUNDATION.

THE FRONT YARD SET BACK ON ALL LOTS WILL BE A MINIMUM OF 25 FEET FROM THE STREET RIGHT-OF-WAY OR NO NEARER THAN 25 FEET TO ANY SIDE STREET. NO BUILDING SHALL BE LOCATED NEARER THAN FIVE (5) FEET TO AN INTERIOR LOT LINE. NO DWELLING SHALL BE LOCATED ON ANY LOT NEARER THAN TWENTY (20) FEET FROM THE REAR LOT LINE.

THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 1800 SQUARE FEET AS DESIGNATED BY THESE COVENANTS PER EACH LOT FOR A ONE-STORY STRUCTURE, AND NO LESS THAN 1,000 SQUARE FEET FOR A DWELLING OF MORE THAN ONE-STORY. THERE SHALL BE NO THREE STORY AND ABOVE STRUCTURES.

PRIVATE GARAGES MAY NOT BE FOR MORE THAN THREE AUTOMOBILES.

ALL WINDOWS MUST BE WOOD, VINYL, OR METAL. NO BRONZE OR MILL FINISH WINDOWS WILL BE ALLOWED.

EACH RESIDENT SHALL BE PROVIDED AN EXP. AGR. WASHED CONCRETE DRIVEWAY EXTENDED FROM THE PAVEMENT ON THE STREET SERVING THE RESIDENCE TO THE GARAGE. GARAGE MUST BE ATTACHED TO THE RESIDENCE.

NO STRUCTURE OF A TEMPORARY CHARACTER, TRAILER, BASEMENT, TENT, SHACK, BARN, OR OTHER OUTBUILDINGS SHALL BE BUILT OR USED ON ANY LOT AT ANYTIME AS A RESIDENCE, EITHER TEMPORARILY OR PERMANENTLY. ALL BUILDINGS OR STRUCTURES ERECTED IN THE PLANNED DEVELOPMENT SHALL BE A NEW CONSTRUCTION, AND NO BUILDINGS AND STRUCTURES SHALL BE MOVED FROM OTHER LOCATIONS INTO THE PLANNED DEVELOPMENT. ANY METAL OR OUTBUILDINGS MUST BE PROPERLY SCREENED IN ORDER THAT THEY MAY NOT BE SEEN FROM THE STREET OR BY VIEW FROM ADJACENT LOTS AND ANY SUCH BUILDING MAY NOT EXCEED 120 SQUARE FEET OR 9 FEET IN HEIGHT.

NO FENCE SHALL BE ERECTED ON ANY LOT NEARER TO THE STREET RIGHT-OF-WAY THAN THE BUILDING SET BACK LINE, NOR IN ANY CASE SHALL A FENCE BE ERECTED ON ANY LOT NEARER TO THE STREET RIGHT-OF-WAY THAN THE FRONT CORNER OF EACH RESPECTIVE END OF THE HOUSE. METAL OR CHAIN LINK FENCES ARE PROHIBITED. ALL FENCING MUST BE BRICK OR WOOD, AND THE FINISHED SIDE MUST ALWAYS FACE THE STREET.

ALL FENCING BORDERING THE GREEN AREA MUST BE A SIX FOOT CEDAR FENCING. THE FINISHED SIDE OF THE FENCE MUST FACE THE GREEN BELT AREA. NO STRUCTURAL LUMBER SHALL BE EXPOSED TO THE GREEN BELT AREA.

NO STRUCTURE OF ANY KIND, INCLUDING BUT NOT LIMITED TO TELEVISION ANTENNA, RADIO ANTENNAS, CB OR HAM RADIO ANTENNAS SHALL BE ERECTED WHICH EXTENDS ABOVE ANY HOUSE OR STRUCTURE ON THE LOT AND THEY MAY NOT BE SEEN FROM THE STREET. TOWERS REQUIRING GUY WIRES ARE PROHIBITED. NO SATELLITE TYPE DISHES OR SOLAR PANELS ARE TO BE INSTALLED UNLESS THEY ARE PROPERLY SCREENED IN ORDER THAT THEY MAY NOT BE SEEN FROM THE STREET. UNDER NO CIRCUMSTANCES IS ANY STRUCTURE SUCH AS THOSE DESCRIBED HEREIN TO BE INSTALLED BETWEEN THE BUILDING SET BACK AND ANY STREET RIGHT-OF-WAY.

NO OWNER SHALL CONSTRUCT ANY STRUCTURE THAT IS NOT IN HARMONY WITH THE ORIGINAL STYLE AND INTENT FOR THE PLANNED DEVELOPMENT. NO OWNER MAY PAINT THEIR HOME IN A COLOR DEEMED NOT IN HARMONY WITH THE HOMES IN THE IMMEDIATE AREA. SHOULD A HOMEOWNER PAINT THEIR HOME IN SUCH A MANNER THAT IS OFFENSIVE TO THE NEIGHBORHOOD, THE HOMEOWNERS ASSOCIATION BY A VOTE OF 80% WILL ASK HOMEOWNER TO CHANGE THE PAINTING SO THAT IS IN HARMONY WITH OTHER HOUSES IN THE NEIGHBORHOOD. OFFENDER SHALL CHANGE SAID COLOR PAINT TO A COLOR ACCEPTED TO THE NEIGHBORHOOD. THIS SHALL BE DONE BY A NOTIFICATION TO SUCH OFFENDER IN WRITING AND CHANGE SHALL BE DONE WITHIN 30 DAYS OR LEGAL ACTION WILL BE TAKEN.

NO SIGNS OF ANY KIND, OR ADVERTISING DEVICE OF ANY NATURE SHALL BE PERMITTED UPON ANY LOTS IN THIS PLANNED DEVELOPMENT EXCEPT (A) THE OWNER OF ANY LOT MAY PLACE HIS STREET NUMBER AND HIS NAME UPON THE PROPERTY; (B) THE OWNER OF ANY LOT OFFERING HIS PROPERTY FOR SALE MAY PLACE A SINGLE "FOR SALE" SIGN UPON HIS PROPERTY. HAVING A SIZE NOT EXCEEDING 36 INCHES BY 48 INCHES, AND: RED SEA LLC. PLACE SUCH SIGNS, BILLBOARDS, POSTERS AND OTHER ADVERTISING SERVICES AS IT SEEMS APPROPRIATE AT ANY PLACE WITHIN THE PLANNED DEVELOPMENT EXCEPT UPON LOTS PREVIOUSLY SOLD BY RED SEA LLC. ALL LOTS IN THE PLANNED DEVELOPMENT HAVE BEEN SOLD BY SAID COMPANY.

NO INOPERABLE VEHICLE, TRAILERS, TRACTORS/TRAILERS, OR RECREATION VEHICLES, INCLUDING BUT NOT LIMITED TO BOATS, BOAT TRAILERS, MOTORCYCLES, OR SIMILAR VEHICLES SHALL BE PARKED OVERNIGHT OR STORED ON ANY STREET IN THE PLANNED DEVELOPMENT OR ON ANY LOT, EXCEPT WHEN SCREENED FROM VIEW OF ADJOINING LOTS AND STREETS. NO MECHANICAL WORK ON ANY TYPE VEHICLE IS PERMITTED.

A LOT MAY NOT BE RE-SUBDIVIDED. ONLY ONE RESIDENCE SHALL BE ERECTED AND MAINTAINED AT ANY TIME UPON ANY ONE OF THE LOTS, HOWEVER, NOTHING IN ANY OF THESE RESTRICTIONS SHALL BE CONSTRUED AS PROHIBITING THE OWNERS OF A COMBINATION OF TWO OR MORE CONTIGUOUS LOTS AND LOCATING THE SAME AS IF SAID CONTIGUOUS LOTS WERE BUT ONE SINGLE LOT.

NO OBNOXIOUS TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT, NOR SHALL ANYTHING BE DONE THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

NO LOT OWNER MAY REMOVE ANY TREE LOCATED ON ANY LOT IN THE PLANNED DEVELOPMENT WHICH IS GREATER IN DIAMETER THAN 2 INCHES MEASURED 2 FEET ABOVE GROUND EXCEPT FOR THE PLACEMENT OF THE RESIDENCE (HOUSE, DRIVEWAY, POOL, ETC.) WITHOUT THE APPROVAL OF RED SEA LLC., A COMMITTEE APPOINTED BY THEM OR A COMMITTEE APPOINTED BY A MAJORITY OF OWNERS OF LOTS IN THE AREA.

THE GRASS AND WEEDS ON ANY VACANT LOT SHALL NOT EXCEED A HEIGHT OF 12 INCHES RED SEA LLC. OR A REPRESENTATIVE DULY APPOINTED BY THEM IS HEREBY EMPOWERED TO NOTIFY A VACANT LOT OWNER THAT THE LOT MUST BE MOWED AND IF THE LOT OWNER DOES NOT MOW THE LOT WITHIN 10 DAYS OF THE NOTIFICATION, RED SEA LLC. OR ITS DULY APPOINTED REPRESENTATIVE MAY MOW THE LOT AND BILL MOWING AND INCLUDING ATTORNEY FEES TO THAT OWNER. FAILURE TO PAY THESE COSTS WITHIN TEN DAYS SHALL RESULT IN A LIEN ON THE LOT, UNTIL THE DEBT IS PAID.

EACH OWNER SHALL MAINTAIN THE APPEARANCE OF HIS LOT IN A NEAT AND ATTRACTIVE CONDITION. THE GRASS, FLOWERS, TREES AND SHRUBS OF EACH LOT MUST BE KEPT IN AN ORDERLY FASHION UNTIL A RESIDENCE IS BUILT ON A LOT. RED SEA LLC. AT THEIR OPTION AND IN THEIR DISCRETION MAY MOW THE GRASS AND HAVE DEAD TREES AND DEBRIS REMOVED FROM SUCH LOT AND THE OWNER OF SUCH LOT SHALL BE OBLIGATED TO REIMBURSE RED SEA LLC. FOR THE COST OF SUCH WORK SHOULD THE LOT OWNER REFUSE OR NEGLECT TO COMPLY WITH THE TERMS OF THIS PARAGRAPH. RED SEA LLC. HAS THE RIGHT TO ASSIGN THIS POSITION TO ANYONE TO ENFORCE THE PROVISIONS OF THIS PARAGRAPH.

NO LOT OR ANY PORTION THEREOF SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH, TRASH, GARBAGE, OR OTHER WORK. NO BUILDING MATERIALS ON ANY LOT UNTIL THE OWNER IS READY TO COMMENCE CONSTRUCTION OF IMPROVEMENTS THEREON, AND THEN SUCH MATERIALS SHALL BE PLACED WITHIN THE PROPERTY LINES OF SAID LOT AND SHALL NOT BE PLACED IN THE STREET OR BETWEEN THE EDGE OF THE PAVEMENT AND THE PROPERTY LINE. THE OWNER SHALL KEEP THE STREET CLEAN AT THEIR LOT DURING CONSTRUCTION AT ALL TIMES.

NO ANIMALS, LIVE STOCK OR POULTRY OF ANY KIND SHALL BE RAISED, BRED OR KEPT ON ANY LOT, EXCEPT THAT DOGS, CATS, AND OTHER HOUSEHOLD PETS MAY BE KEPT ON THE OWNERS PROPERTY PROVIDED THAT SUCH PET IS NOT ALLOWED TO MOLEST DOMESTIC SERVANTS, POSTMEN, YARD WORKERS, OR PASSERS-BY, AND ARE NOT KEPT OR MAINTAINED FOR BREEDING OR COMMERCIAL PURPOSES.

EASEMENTS FOR INSTALLATION AND MAINTENANCE OF UTILITIES AND OVERLAND SWALES ARE RESERVED AS SHOWN ON THE RECORDED PLAT AND OVER THE REAR 5 FEET OF EACH LOT. WITHIN THESE EASEMENTS, NO STRUCTURE PLANTING OR OTHER MATERIAL SHALL BE PLACED OR PERMITTED TO REMAIN IN WHICH MAY DAMAGE OR INTERFERE WITH THE INSTALLATION OR MAINTENANCE OF UTILITIES, OR WHICH MAY CHANGE THE DIRECTION OF FLOW OF DRAINAGE IN THE DRAINAGE CHANNELS IN THE EASEMENTS. THE EASEMENTS AREA OF EACH LOT AND ALL IMPROVEMENTS FOR WHICH A PUBLIC AUTHORITY OR ANY UTILITY COMPANY IS RESPONSIBLE.

THESE COVENANTS ARE TO RUN WITH THE LAND AND SHALL BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF 20 YEARS FROM THE DATE THESE COVENANTS ARE RECORDED AFTER WHICH TIME SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN OWNERS OF THE LOTS HAS BEEN RECORDED AGREEING TO THE CHANGE SAID COVENANTS IN WHOLE OR IN PART, HOWEVER RED SEA LLC. RESERVES UNTO THEMSELVES THE RIGHT TO IMPOSE ADDITIONAL OR SEPARATE RESTRICTIONS AT THE TIME OF SALE OF ANY LOTS SOLD IN THIS PLANNED DEVELOPMENT WHICH SAID RESTRICTIONS MAY NOT BE UNIFORM BY MAY DIFFER AS TO DIFFERENT PLOTS AND FURTHER RESERVES THE OWNERS OF LOTS WITHIN THE PLANNED DEVELOPMENT.

ENFORCEMENT SHALL BE PROCEEDING AT LAW OR EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

SERVABILITY: IN VIOLATION OF ANY ONE OF THESE BY JUDGEMENT OR COURT SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ANY BUILDER BUILDING ON ANY LOT IN THIS DEVELOPMENT SHALL PROVIDE A MINIMUM OF TWO (2) LIVING TREES ON EACH LOT. EACH TREE SHALL HAVE A 2 INCH DIAMETER CALIPHER MEASURED 2 FEET ABOVE GROUND.

ALL LOT OWNERS IN RAINTREE PLANNED DEVELOPMENT ARE AUTOMATICALLY MEMBERS OF THE RAINTREE HOMEOWNERS INC. THE CHARTER AND BY-LAWS INCLUDING PROTECTIVE COVENANTS ARE RECORDED IN INSTRUMENT #GW 0140 AND #GW 2784 IN THE SHELBY COUNTY REGISTRAR'S OFFICE. RAINTREE HOMEOWNERS ASSOCIATION INC. SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL COMMON AREAS AND PARK FACILITY.

10063901
06/23/2010 - 11:48 AM
3 PGS
LTYUNNER 753725-10063901
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08156564
12/10/2008 - 11:13 AM
3 PGS : B - PLAT
MARTY 618290-8156564
PLAT BOOK : 241
PAGE : 13

RECORDING FEE	15.00
DP FEE	2.00
TOTAL AMOUNT	17.00

TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

FINAL PLAT		
RAINTREE, P.D., PHASE II		
ZONED: R1 (R-2A OVERLAY)	RED SEA, LLC	WD. DIST. 2 BLK. 33
COLLIERVILLE, TENNESSEE		
68 LOTS	18.20 ACRES 792,792 SQ. FT.	
OWNER: RED SEA, LLC 126 HIGHWAY 51 SOUTH COVINGTON, TN. 38019	ENGINEER: KIMLEY-HORN AND ASSOC. 6000 POPLAR AVE. STE. 201 MEMPHIS, TN 38119 (901) 374-9109	
288.0-289.0	47157C 0485 F	28 SEPTEMBER 2007
14 APRIL 2006		SHEET 2 OF 3

Owner's Certificate

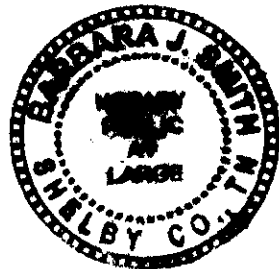
I, Allan M. Rose, the undersigned owner of the property shown hereon, hereby adopt this plan of subdivision and dedicate the streets as shown to the public use forever, and hereby certify that I am the owner in fee simple, duly authorized so to act, and that said property is unencumbered by any taxes that have become due and payable.

Allan M. Rose
Red Sea, LLC 10-22-07
Owner Date

Notary's Certificate
State of Tennessee
County of Shelby

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, duly commissioned and qualified, personally appeared Allan M. Rose, with whom I am personally acquainted and who, upon oath, acknowledged himself to be owner of Red Sea LLC, and he as such owner, executed the foregoing instrument for the purpose therein contained by signing his name as owner. In the witness whereof, I hereunto set my hand and affix my seal this, 22 day of October, 2007.

Notary Public Barbara J. Smith
My Commission Expires My Comm. Exp 6-23-09



Surveyor's Certificate

I, BYRON L. HARRIS, JR., do hereby certify that I am a registered Land Surveyor, and that I have surveyed the lands embraced within the plat or map designated as RAINTREE PD PHASE II, a subdivision all lying within the corporate limits of the town of Collierville, Tennessee; said plat or map is a true and correct plat or map of the lands embraced therein showing the subdivision thereof in accordance with subdivision regulations of the Town of Collierville, Tennessee; I further certify that the survey of the lands embraced within said plat or map has been correctly monumented in accordance with the Subdivision Regulations of the Town of Collierville, Tennessee. In witness whereof, I the said BYRON L. HARRIS, JR., Land Surveyor, hereunto set my hand and affix my seal the 12th day of DECEMBER, 2006.

By [Signature] (Seal)
(Date) 12/5/06

Tennessee Certificate No. 1303

Engineer's Certificate

It is hereby certified that this plat is true and correct, is in conformance with the design requirements of the Zoning Ordinance, the Subdivision Regulations and the specific conditions imposed on this development, and to the best of my knowledge takes into account all applicable federal, state and local building laws and regulations.

By [Signature] (Seal)
(Date) 12/5/06

Tennessee Certificate No. [Blank]

CERTIFICATE OF ADEQUACY OF STORM DRAINAGE

I, HARVEY W. MATHENY, do hereby certify that I am a registered Professional Civil Engineer, and that I have designed all storm water drainage for the RAINTREE P.D., PHASE 2 Subdivision nor adjoining property will be damaged or the character of land use affected by the velocity and volume of water entering or leaving same.

In witness whereof, I, the said HARVEY W. MATHENY, Professional Civil Engineer, hereunto set out hand and affix my seal this 5th day of DECEMBER, 2006.

Professional Civil Engineer
State of Tennessee
Certificate No. [Blank]

[Signature]
12/5/06

BOARD OF MAYOR AND ALDERMAN CERTIFICATE

I, Linda Kerley, do hereby certify that all required improvements have been installed or that a performance bond or other collateral in sufficient amount to assure completion of all required improvements has been posted for the plan of development shown on this plat and are hereby approved by the Town of Collierville, Tennessee.

[Signature] 10/23/07
Mayor, Town of Collierville Date

PLANNING COMMISSION CERTIFICATE

I, Donna Huntzicker, do hereby certify that the Town of Collierville Planning Commission has approved this plat of subdivision for recording.

[Signature] 10/16/07
Secretary Planning Commission Date
Town of Collierville

⚠ THE RAIN TREE PHASE II PLAT IS REVISED AND RERECORDED TO REFLECT A 5-FOOT SHIFT IN THE NORTH PROPERTY LINE OF LOTS 124-139, REMOVAL OF THE NON-DISTURBANCE AREA ALONG THE EAST SIDE OF LOTS 117-123 AND REPLACEMENT WITH A DRAINAGE EASEMENT, AND ADJUSTMENTS/UPDATES TO THE FEMA FLOODPLAIN INFORMATION AND ITS IMPACT ON INDIVIDUAL LOTS. (REFER TO BMA APPROVAL ON JANUARY 28, 2008.)

[Signature] 12/05/08
MAYOR, TOWN OF COLLIERVILLE DATE

[Signature] 12/05/08
SECRETARY, COLLIERVILLE PLANNING COMMISSION DATE

10063901
06/23/2010 11:48 AM
3 PGS
LTURNER 753125-10063901
PLAT BOOK : 246
PAGE : 2
RECORDING FEE 15.00
DP FEE 2.00
TOTAL AMOUNT 17.00
TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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12/10/2008 11:13 AM
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HARYT 614290-8156564
PLAT BOOK : 241
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REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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05/28/2010 02:17 PM
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REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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11/01/2007 03:58 PM
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PLAT BOOK : 236
PAGE : 1
RECORDING FEE 15.00
DP FEE 2.00
TOTAL AMOUNT 17.00
TOM LEATHERWOOD
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

FINAL PLAT		
RAINTREE, P.D., PHASE II		
ZONED: R1	RED SEA, LLC	WD. DIST. 2 BLK. 33
(R-2A OVERLAY)		
COLLIERVILLE, TENNESSEE		
68 LOTS	18.20 ACRES	
792,792 SQ. FT.		
OWNER: RED SEA, LLC 126 HIGHWAY 51 SOUTH COVINGTON, TN. 38019	ENGINEER: KIMLEY-HORN AND ASSOC. 6000 POPLAR AVE. STE. 201 MEMPHIS, TN 38119 (901) 374-9109	
100 YEAR FLOOD ELEVATION 288.0-289.0	FEMA COUNTY PANEL NUMBER 47157C 0245 E	FEMA MAP DATE 02 DECEMBER 1994
14 APRIL 2006		SHEET 3 OF 3