

**THE GARDENS OF RIVEREDGE, PHASES IA & IB
RESTRICTIONS AND COVENANTS**

1. All lots in this tract shall be known and described as residential lots.
2. Lots are not to be resubdivided.
3. No structure shall be erected, placed, altered or permitted to remain on any lot in this subdivision other than one detached single family dwelling and its related buildings. The minimum heated floor area of the single family residence, exclusive of porches and garages, shall not be less than 3,000 square feet for a one (1) story dwelling, and not less than 3,250 square feet for a one and one-half (1-1/2) story or two (2) story dwelling, with the minimum heated ground floor area of the one and one-half (1-1/2) story or the two (2) story dwelling being not less than 2,400 square feet.
4. Building setback lines shall be no less than fifty (50) feet from the street right-of-way line said right-of-way being located at the back of curb, and no less than ten (10) feet from the lot sidelines. Under special circumstances setbacks may be reduced to a lesser amount if authorized by Boyle Investment Company in writing prior to commencement of construction, but in no case shall any building setbacks be less than those specified by the Memphis and Shelby County Zoning Regulations. Boyle Investment Company reserves unto itself, its successors and assigns, the right to control absolutely the precise site and location of any house or other structure upon all lots in the subdivision. Such location shall be determined only after reasonable opportunity has been afforded the lot owner to recommend a specific site.
5. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until December 31, 2012, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless, by a vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.
6. No improvement or change, including but not limited to the construction, alteration or erection of any structure, terrain, change, fence, radio antenna, satellite dish, driveway, walkway, landscape screening, mailbox, outdoor lighting fixture, sanitary and/or storm sewer system, underground wiring, swimming pool, pool deck, or the removal of an existing tree or trees which are six inches (6") in caliper or larger when measured at a point two feet (2') above the ground, shall be commenced, erected, placed or permitted on any lot in this subdivision until the plans, specifications and specific location (including elevation) of said improvements or change has been approved in writing, or the requirement for such approval has been waived in writing, by Boyle Investment Company or by a representative or committee, (all hereinafter referred to as "Boyle") duly appointed by said Company. Boyle reserves the right to require the submission of designs, material selections and layouts of proposed improvements or changes at different stages of the design process, and further reserves the right to specify the information required therein as well as the format thereof. All brick used in the construction of a home, fence and/or retaining wall (including planters), must be a wood moulded brick or a hand made brick unless otherwise approved in writing by an officer of Boyle Investment Company. Boyle or its assigns may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval payable at the time such plans and specifications are so submitted. The amount of such fee shall not exceed the cost of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith.

Generally, carports will not be allowed and garages should not face the street.

Generally, no fence shall be permitted in the setback area from the street(s).

7. If any improvement or change requiring approval shall be undertaken on a lot and said approval has not been obtained from Boyle Investment Company or from a representative or a committee duly appointed by said Company, or if any improvement or change which is not in conformance with approved plans and specifications shall be undertaken on a lot, said improvements or change shall be deemed to have been undertaken in violation of these covenants, and upon written notice from Boyle, its representative or committee, any such improvement or change deemed to be in violation shall be removed or altered so as to extinguish such violation. If, thirty (30) days after the notice of such a violation, the owner or owners of the lot in question shall not have taken reasonable steps toward the removal or alteration of same, Boyle, its representative or committee, shall have the right, through its agent, to take such legal steps as may be necessary to extinguish such violation, and the cost thereof, including court costs and reasonable legal fees, shall be a binding obligation of the owner as well as a lien on the lot in question upon the recording of such with the office of the Register of Shelby County, Tennessee. Any lien so recorded shall be subordinate to the lien of any previously recorded first mortgage.

8. Upon completion of any improvement or change on a lot undertaken and completed in accordance with plans and specifications approved by Boyle, its representative or committee, and upon written request of the owner or owners of such lot, a certificate of compliance shall be issued in a form suitable for recordation. Preparation and recording of such certificate shall be at the expense of the owner or owners of such lot. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima-facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all improvements and changes described therein comply with all requirements of Boyle Investment Company, its representative or committee.

9. Boyle Investment Company reserves unto itself the right to impose additional and separate restrictions at the time of sale of any of the lots sold by Boyle Investment Company in this subdivision, which said restrictions may not be uniform, but may differ as to different lots.

10. The Owner of each lot(s) shall be responsible and held liable for maintaining, whether or not any improvements have been made thereon, the condition of his/its lot(s), including but in no way limited to, clearing any trash or litter, having the grass cut to a reasonable length and keeping their property in a general state of repair so as not to disturb or aesthetically offend the character of the surrounding lot(s).

If the lot is not being properly maintained, written notice shall be given by mail to the record owner of said lot(s), and after ten (10) days from the mailing of said notice, Boyle, or their approved agent, reserves the right to enter the property and take the appropriate measures to remedy and repair the problem(s). The lot owner shall be assessed twice the cost to repair or remedy the said problem, including but in no way limited to, any cost incurred in the collection of this indebtedness and reasonable attorney fees in connection therewith. Thirty (30) days after written notice has been mailed, the sum of any unpaid balance in connection with this paragraph shall become a lien, subject only to any previously recorded first mortgages upon the lot(s) in question, upon the recording of such with the office of the Register of Shelby County, Tennessee.

11. No noxious or offensive 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.
12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
13. No recreational vehicles or commercial vehicles, including, but not limited to, boats, boat trailers, house trailers, motorcycles, pickup trucks, or similar type items shall be kept other than in a garage, screened from view of adjoining neighbors and the street. No tractor or trailer may be parked on any lot or in the street in front of any house.
14. Vegetable gardening will be allowed only to the rear of the house. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept, providing they are not bred or kept for any commercial purposes. No commercial breeding of pets will be allowed.
15. Boyle Investment Company reserves the right to assign any or all of its rights, obligations, privileges or undertakings imposed by these restrictions to a representative or committee appointed by it, thereby relieving Boyle of any and all liability or obligation for any cause that may arise on or after the time of said assignment. Neither Boyle Investment Company, its representative or committee, nor any architect or agent thereof, shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
16. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning real property in said subdivision development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either, through the court or other legal authority, prevent him or them from so doing or to recover damages or other dues for such violation. Should the case be tried in a court of law, the losing party shall pay all court costs and reasonable attorney fees of the successful party.
17. If Boyle, their agent or assigns, attempts to enforce through any legal means any of the covenants, restrictions or liens herein, the cost of said enforcement, including but in no way limited to, reasonable attorney fees shall be paid by the owner or other violating or attempting to violate said restrictions and covenants.
18. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.



Shelby County Tennessee

Willie F. Brooks Jr

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.



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01/09/2024 - 02:03:14 PM

219 PGS	
YASMINE 2661404 - 24002384	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	1095.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	1097.00

WILLIE F. BROOKS JR
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

THIS INSTRUMENT PREPARED BY AND RETURN TO:
M. Wayne Mink, Jr.,
DINKELSPIEL, RASMUSSEN & MINK, PLLC
1669 Kirby Parkway, Suite 106
Memphis, TN 38120
DRM File No.: 231285.0000

FIRST AMENDMENT TO THE GARDENS OF RIVEREDGE RESTRICTIONS AND COVENANTS

THIS FIRST AMENDMENT TO THE GARDENS OF RIVEREDGE RESTRICTIONS AND COVENANTS (this "Amendment") is made as of this 7th day of December, 2023, by the undersigned owners of lots in the **GARDENS OF RIVEREDGE**, for that certain residential development situated in Shelby County, Tennessee, more commonly known as **GARDENS OF RIVEREDGE** ("Gardens of Riveredge"), and **THE WALNUT GROVE FOREST HILL ASSOCIATION, INC.**, a Tennessee non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Gardens of Riveredge is a residential subdivision situated in Shelby County, Tennessee, and is more particularly shown and depicted on those certain plats recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office") in: (i) Plat Book 115, Page 25 (Phase 1 – composed of 39 Lots) (the "Phase 1 Plat"); (ii) Plat Book 132, Page 88 (Phase 1A – composed of 21 Lots) (the "Phase 1A Plat"); (iii) Plat Book 132, Page 89 (Phase 1B – composed of 13 Lots) (the "Phase 1B Plat"); (iv) Plat Book 122, Page 62 (Phase 2A – composed of 30 Lots) (the "Phase 2A Plat"); (v) Plat Book 130, Page 30 (Phase 2B – composed of 13 Lots) (the "Phase 2B Plat"); (vi) Plat Book 124, Page 64 (Phase 3 – composed of 3 Lots) (the "Phase 3 Plat"); (vii) Plat Book 130, Page 54 (Phase 4 – composed of 14 Lots) (the "Phase 4 Plat"); and (viii) Plat Book 131, Page 8 (Phase 5 – composed of 5 Lots) (the "Phase 5 Plat") (the Phase 1 Plat, Phase 1A Plat, the Phase 1B Plat, the Phase 2A Plat, the Phase 2B Plat, the Phase 3 Plat, the Phase 4 Plat, and the Phase 5 Plat, collectively, being the "Plats"); and

WHEREAS, the Gardens at Riveredge are encumbered by and subject to those certain The Gardens of Riveredge Restrictions and Covenants (collectively, the "CCRs") which are contained and shown on the Plats; and

WHEREAS, while the CCRs separately apply to each of the Phases of Gardens of Riveredge, the covenants, conditions, and restrictions contained in the various CCRs applicable to Gardens of Riveredge are the same; and

WHEREAS, Section 5 of the CCRs provides that they may be amended by a majority vote of the Lot Owners in the Phase encumbered by such CCRs; and

WHEREAS, since the CCRs must be amended by Phase, it is possible that this Amendment may not apply to certain Phases in Gardens of Riveredge; and

WHEREAS, in addition to the CCRs, the Phases at Gardens of Riveredge are encumbered by those certain: (i) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated July 6, 1987, recorded in the Register's Office as Instrument No. Z8 2589 (Phase 1) (the "Phase 1 Assessment Declaration"); (ii) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated April 8, 1991, recorded in the Register's Office as Instrument No. CD 4927 (Phase 1A) (the "Phase 1A Assessment Declaration"); (iii) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated April 8, 1991, recorded in the Register's Office as Instrument No. CD 4928 (Phase 1B) (the "Phase 1B Assessment Declaration"); (iv) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated August 5, 1988, recorded in the Register's Office as Instrument No. AP

6756 (Phase 2A) (the "Phase 2A Assessment Declaration"); (v) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated March 23, 1990, recorded in the Register's Office as Instrument No. BN 6203 (Phase 2B) (the "Phase 2B Assessment Declaration"); (vi) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated December 9, 1994, recorded in the Register's Office as Instrument No. EV 3835 (Phase 3) (the "Phase 3 Assessment Declaration"); (vii) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated September 1, 1995, recorded in the Register's Office as Instrument No. FH 1995 (Phase 4) (the "Phase 4 Assessment Declaration"); (viii) Declaration of Covenants and Restrictions for Payment of Annual Lot Assessment, dated September 1, 1995, recorded in the Register's Office as Instrument No. FH 1108 (Phase 5) (the "Phase 5 Assessment Declaration") (the Phase 1 Assessment Declaration, the Phase 1A Assessment Declaration, the Phase 1B Assessment Declaration, the Phase 2A Assessment Declaration, the Phase 2B Assessment Declaration, the Phase 3 Assessment Declaration, the Phase 4 Assessment Declaration, and the Phase 5 Assessment Declaration, collectively, being the "Assessment Declarations"); and

WHEREAS, the Assessment Declarations expressly provide that the Association has a financial interest in Gardens of Riveredge; and

WHEREAS, the Association was formed on June 23, 1987, with the filing of its Charter with the Tennessee Secretary of State as Control No. 000190584, a copy of which is recorded in the Register's Office as Instrument No. Z8 2593; and

WHEREAS, as of the recordation of this Amendment, restrictions on long-term leasing in CCRs shall be governed by the provisions of Tenn. Code § 66-27-701, *et seq.* (the "Act"); and

WHEREAS, the terms and provisions of this Amendment comply with the Act

WHEREAS, the Association joins in this Amendment to evidence its consent to the provisions applicable to it; and

WHEREAS, a meeting of the Lot Owners of the Gardens of Riveredge has been held, or this Amendment has been approved by such Lot Owners in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved by Lot Owners holding not less than a majority of the total Lot Owners in the separate Phases of Gardens of Riveredge with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"** (which attachments are separately divided by Phase, with only the Phases adopting this Amendment attached to **EXHIBIT "A"**), as acknowledged and confirmed by the signatures of the President and Secretary of the Association below.

NOW, THEREFORE, the CCRs are hereby amended as follows:

1. **RECITALS:** The foregoing recitals are true and accurate.
2. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the CCRs.
3. **PROHIBITION AGAINST LEASING:** The CCRs are hereby amended to add the following Section 19:

SECTION 19
PROHIBITION AGAINST LEASING

(i) Notwithstanding anything to the contrary herein stated, any person (including any individual or business entity permitted by Tennessee law to hold title to real estate) who becomes an Owner of a Lot at Gardens of Riveredge after the date of recordation of this Amendment is prohibited from leasing, or entering into a lease-purchase or similar contract for, that Lot or any portion thereof. It shall be a violation of this Section subject to written waiver by the Board of Directors of the Association, in their sole and absolute discretion, if an Owner, or if more than one Owner, at least one of the Owners (including an Owner who may own less than 100% of the ownership interest in any Lot) shall not occupy the Lot on a permanent basis. It shall also be a violation of this Section, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives on any Lot without paying any rental or lease payment unless an Owner also occupies such Lot. For purposes of the preceding sentence, it shall not be a violation of this Section if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides on such Lot. A person who "temporarily resides" on the Lot without violating this Section is meant to include persons commonly known as house sitters or other persons who stay in the Lot while the Owner is absent for the purpose of providing security, or caring for pets, or the like which belong to the Owner, and remain in the Lot while the Owner is absent. Such "Temporary Residence" by a person not an Owner shall not exceed a total of six weeks in any one calendar year.

(ii) Notwithstanding the foregoing, in the event that an Owner, due to medical or health reasons, or for any other good cause, desires to lease a Lot or any part thereof, or if an Owner wishes to extend any period of Temporary Residence as described in the preceding paragraph for a period longer than six weeks, then such Owner shall make application to the Board of Directors of the Association which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this Section upon such conditions and under such circumstances as the Board of Directors of the Association, in its sole and absolute discretion, may deem proper or necessary. The Board shall provide written approval or disapproval to any Owner who makes application for an exception to the prohibition against leasing under this Section.

(iii) It is the express intent of this Section that the prohibition against leasing shall apply only to persons who obtain title to their Lot subsequent to the date of recordation of this Amendment. Lot Owners who acquired title to their Lot prior to the date of recordation of this Amendment or who are otherwise exempted from the prohibitions of this Amendment shall be permitted to lease such Lot acquired prior to the date of recordation of this Amendment except as expressly provided in Section 19(vi) below.

(iv) Further, the prohibition contained herein shall not apply to institutional holders of a mortgage or deed of trust who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure (the provisions of this prohibition against leasing shall apply to the holders of a mortgage or deed of trust, involved in seller financing or a similar transaction, who obtain title to a Lot pursuant to foreclosure of such mortgage or deed of trust, as a result of a judicial sale, or any proceeding in lieu of foreclosure). The prohibition against leasing herein contained shall also not apply to: a) individual persons who acquire title to a Lot by devise, inheritance, or operation of law from an Owner who is an Owner on the date of recordation of this Amendment in the Register's Office of Shelby County, Tennessee; b) to any person who is an Owner on the date of recordation of this Amendment and who conveys their Lot to a living trust the beneficiaries of which are the Owners or their spouse, child, parent or sibling; or c) to any spouse, child, parent, or sibling of an Owner who acquires title by *inter vivos* conveyance from an Owner who is an Owner on the date of recordation of this Amendment. In the event of any inconsistencies or contradictory language between this Section and any other provisions of the Protective Sections, then the provisions of this Section shall control.

(v) If a Lot is owned by a limited liability entity (the "Limited Liability Entity") including, but not limited to, a corporation, whether for profit or not for profit, a limited liability company, limited

liability partnership, professional corporation or professional limited liability company, it shall be a violation of this Section, subject to written waiver by the Board of Directors of the Association, if the Lot is not occupied on a permanent basis by one of the following: an officer, director, shareholder, member or partner of such Limited Liability Entity.

(vi) The foregoing notwithstanding, all Lot Owners, including those who took title prior to the recordation of this Amendment, are prohibited from leasing all or any portion of their Lot for any period of less than thirty (30) days (the "Temporary Leasing Prohibition"). It is the intent of this paragraph to prohibit transient or short term rentals under arrangements such as a home exchange or time share, and also under such programs commonly known as "vacation rental by owner" (VRBO), Airbnb, and the like. Notwithstanding the provisions of this Section 19(vi), any Lot Owner may apply for a waiver under Section 19(ii) to the Temporary Leasing Prohibition of this Section 19(vi).

(vii) In the event of any violation of this Article by an Owner, the Association shall be entitled to any remedy available at law or in equity from such Owner including, but not limited to, damages and injunctive relief together with any attorney's fees (including appellate attorneys' fees) incurred by the Association and all costs and expenses of whatever type, kind, or nature expended by the Association to enforce any of the provisions of this Article, whether such enforcement is by way of non-judicial or judicial action. Further, in the event the Association is required to defend any actions taken by it or initiated against the Association, to interpret, enforce, or otherwise address, the terms and provisions of this Article, the Association shall be entitled to recover the costs of the proceeding and its attorneys' fees (including appellate attorneys' fees).

4. **FULL FORCE AND EFFECT:** Except as modified herein, all other terms and provisions of the CCRs shall remain in full force and effect as if this Amendment had been incorporated in the CCRs as originally executed.

5. **CONFLICT:** In the event of any conflict between the terms and provisions of this Amendment and the CCRs, the terms and provisions of this Amendment shall control.

6. **CERTIFICATION OF MAILING:** By executing this Amendment, the President and Secretary of the Association acknowledge and certify that, in accordance with the Bylaws of the Association, all members of the Association were mailed notice of this Amendment prior to any vote being held on this Amendment in accordance with the Act.

IN WITNESS WHEREOF, a meeting of the Lot Owners of the Gardens of Riveredge has been held, or this Amendment has been approved by such Lot Owners in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved by Lot Owners holding not less than a majority of the total Lot Owners in the separate Phases of Gardens of Riveredge with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"** (which attachments are separately divided by Phase, with only the Phases adopting this Amendment attached to **EXHIBIT "A"**), as acknowledged and confirmed by the signatures of the President and Secretary of the Association below.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

THE ASSOCIATION:

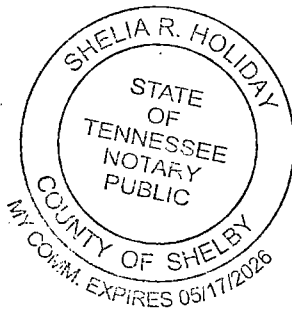
THE WALNUT GROVE FOREST HILL
ASSOCIATION, INC.,
a Tennessee non-profit corporation

By: [Signature]
Name: Michael Hooker
Title: President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Michael Hooker, President of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, 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 of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that he as such President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its President.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 28th day of December, 2023.



[Signature]
NOTARY PUBLIC

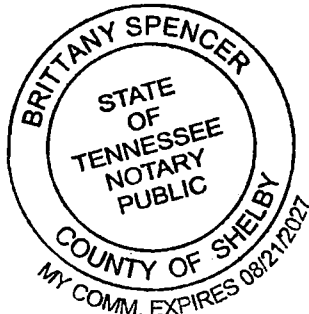
My Commission Expires: _____

By: [Signature]
Name: Darryl Woodson
Title: Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Darryl Woodson, Secretary of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, 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 Secretary of THE WALNUT GROVE FOREST HILL ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainor, a corporation, and that he as such Secretary, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as its Secretary.

WITNESS MY HAND AND OFFICIAL SEAL at office, this 28th day of November, 2023.



[Signature]
NOTARY PUBLIC

My Commission Expires: 08/21/2027