HG 6696

RESTRICTIVE COVENANTS FOR THE MEADOWS OF RIVEREDGE SUBDIVISION PHASE ONE



- (1) All lots in the subdivision shall be used for residential purposes only and may not be subdivided. No structure or improvement shall be erected, placed, altered or permitted to remain on any lot in this subdivision other than on 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 2,750 square feet.
- (2) The minimum building setback lines shall be as determined by jurisdictional governmental authorities, but no less than 35' front, 25' rear and 5' side. 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.
- Drainage improvements and calculations are subject to the review and approval of (3) the appropriate governmental authorities. No additional velocity or volume of surface water shall be introduced onto adjacent properties. The Declarant has not reviewed the drainage plan and makes no warranty concerning the degree of rainwater. Therefore, it is the sole responsibility of the owner to prepare a comprehensive drainage plan for his lot that seals with rainwater inundation in a manner that will not adversely affect his neighbors. Neither the Declarant, nor its architectural 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. Any change or deviation from the approved set of plans without written approval from the Architectural Committee or its representative is a violation of the Covenants and Restrictions. Therefore, please submit all revisions to our office in writing to avoid any unnecessary legal expenses. Silt fencing is required to eliminate the erosion and deposit of silt and/or mud onto streets or adjoining lots. Silt fencing shall be installed prior to the commencement of construction. In the event of a failure to comply with this requirement, the Lot Owner shall have a period of seven (7) days after notification to either (i) institute such "clean-up" as may be reasonably required by Declarant, (ii) repair any damage resulting from the siltation, (iii) restore the affected property to the condition in existence prior to the siltation and (iv) shall install the

required sit fencing. In the event Lot Owner fails to comply with the aforesaid requirements, the Architectural Committee or its representative shall have the right cause the implementation of remedial action, the cost of which shall be paid by the Lot Owner and the obligation of reimbursement therefore secured by a lien against the subject lot. Such lien against the lot shall be enforceable in accordance with the provisions of Article VII of the Covenants and Restrictions.

- (4) There shall be reserved a 5' utility easement along the front, rear, and side lines of all lots in the subdivision.
- (5) Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of the sale of such Lots, upon such portion of the premises as Declarant deems necessary, such facilities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the sale of said Lots, including but without limitation, a business office, storage area, construction yard, signs, model units, and sales office.
- (6) 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 that dogs and cats or 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.
- (7) All heating and air conditioning equipment, garbage cans, service yards, woodpiles, storage piles and electric utility boxes shall be kept screened by adequate planting or fencing so as to conceal them from view of the streets. All trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- (8) No exterior television, radio, antennas or satellite dish of any sort shall be placed, allowed, or maintained upon any improvement or structure situated upon the Property without written permission from the Declarant or his agent.
- (9) Grass, weeds, vegetation, trash and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof—so as to maintain the same in a neat and attractive manner, as determined by the Architectural Control Committee. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. Until a structure is constructed on a Lot, Developer, at its option and its discretion and after fifteen days from mailing a notice to Owner, may mow and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse Developer for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.

- (10) No nuisance, no obnoxious or offensive trade or activity, or disturbance of any other Owner by any means, including unreasonable noise, shall be carried on upon any Lot in this Development, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Development.
- (11) No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence Improvements. Building materials shall not be placed or stored in the street or between the curb and property lines.
- (12) All mechanical work on automobiles, boats, motors, etc. must be done inside of garage except for emergency purposes. 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.
- (13) There shall be no violation of any rules or regulations which may from time to time be adopted by the Board of Directors of the Association and promulgated among the membership by them in writing.
- (14) All Lot Owners shall be members of and shall comply with all By-Laws, rules and regulations of The Walnut Grove Forest Hill Association, Inc. The Declarant reserves unto itself the right to amend or 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.
- (15) Until all Lots are sold, the Developer reserves the unilateral right to change or amend these Restrictions without the prior approval of the Owners of any Lots which have been sold.

MISCELLANEOUS

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until March 1, 2018, unless otherwise expressly limited herein, after which time, said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change said covenants and restrictions

in whole or in part. Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners of seventy-five percent (75%) of the Lots at any time.

NOT WITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DECLARANT RESERVES THE RIGHT FOR A PERIOD OF TWO (2) YEARS FROM THE DATE HEREOF TO UNILATERALLY AMEND THIS DECLARATION IN WHOLE OR IN PART TO CONFORM THIS DECLARATION TO THE REQUIREMENTS OF ANY GOVERNMENTAL AGENCY, FEDERAL, STATE OR LOCAL, AND FOR THE REQUIREMENTS OF ANY MORTGAGE LENDER, OR IF IN THE SOLE OPINION OF THE DECLARANT AN AMENDMENT IS REQUIRED TO INSURE THE ORDERLY DEVELOPMENT OF THE PROPERTY.

Section 2. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction; to restrain violations, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

Section 5. Waiver. No restriction, condition, obligation or provision of this Declaration shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Gender, Etc. Whenever in this Declaration the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

HG 6696

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has caused this instrument to be signed the day and year first above written.

BOYLE INVESTMENT COMPANY

By: Name K. Mille

STATE OF TENNESSEE: COUNTY OF SHELBY:

Personally appeared before me, the undersigned, a Notary Public, in and for the State and County aforesaid, \(\frac{\infty}{\infty} \frac{\infty}{\infty}

WITNESS my hand at office, this the day of Oeul, 1998.

Notary/Publi

My Commission Expires: Yelf 30,1999

This Document Prepared By and Return To:

GRIFFIN, CLIFT, EVERTON & THORNTON 6489 Quail Hollow, Suite #100 Memphis, Tennessee 38120

FF 4995 (GDE/lb)

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SHELBY COUNTY REGISTER OF DEEDS 98 APR -3 AM 9: 44



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.



24001293

01/05/2024 - 09:03:48 AM

78 PGS	
YASMINE 2656513 - 24001293	• ,
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	390.00
DP FEE	2,00
REGISTER'S FEE	0.00
TOTAL AMOUNT	392.00

WILLIE F. BROOKS JR
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

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

FIRST AMENDMENT TO RESTRICTIVE COVENANTS FOR THE MEADOWS OF RIVEREDGE SUBDIVISION PHASE ONE

WITNESSETH:

WHEREAS, Meadows of Riveredge is a residential subdivision situated in Shelby County, Tennessee, and is more particularly shown and depicted on that certain plat recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office") in Plat Book 168, Page 79, re-recorded in Plat Book 172, Page 71 and Plat Book 200, Page 59 (the "Plat"), with Meadows of Riveredge being comprised of thirty-eight (38) residential lots (each a "Lot") as of the date of this Amendment; and

WHEREAS, the Meadows of Riveredge is encumbered by and subject to those certain Restrictive Covenants for the Meadows of Riveredge Subdivision Phase One, dated April 2, 1998, recorded in the Register's Office as Instrument No. HG 6696, as amended by Instrument No. HU 2285 (as amended, the "CCRs"); and

WHEREAS, the Meadows of Riveredge is also encumbered by that certain Common Area Maintenance Agreement for the Meadows of Riveredge Subdivision Phase One (the "Common Area Agreement"), dated April 1, 1998, recorded in the Register's Office as Instrument No. HG 4895; and

WHEREAS, Section 14 of the CCRs provides that all Lot Owners are Members of the Association; 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, the CCRs provide in Miscellaneous Section 1 that they may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owner within Meadows of Riveredge (being at least 29 Lot Owners in the Meadows of Riveredge); and

WHEREAS, the Common Area Agreement provided in Article III, Section 5 that no Lot Owner in the Meadows of Riveredge is permitted to vote on any matter if they are more than thirty (30) days delinquent in the payment of any assessment owed to the Association, meaning that the vote of any such delinquent Lot Owner has not been counted in the approval of this Amendment; 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 Meadows 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 seventy-five percent (75%) (being at least 29 Lot Owners) of the total Lot Owners in the Meadows of Riveredge with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as <u>EXHIBIT "A"</u>, 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. <u>CAPITALIZED TERMS:</u> All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the CCRs.
- 3. <u>PROHIBITION AGAINST LEASING</u>: The CCRs are hereby amended to add the following Section A:

SECTION A 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 Meadows 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 A(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 A(vi), any Lot Owner may apply for a waiver under Section A(ii) to the Temporary Leasing Prohibition of this Section A(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. <u>FULL FORCE AND EFFECT:</u> 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. <u>CONFLICT:</u> 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. <u>CERTIFICATION OF MAILING:</u> 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 Meadows 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 seventy-five percent (75%) (being at least 29 Lot Owners) of the total Lot Owners in the Meadows of Riveredge with their signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as <u>EXHIBIT "A"</u>, 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:

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

STATE OF TENNESSEE NOTARY

PUBLIC

(1)

lv:

By: _____ Name: Darryl Woodson

NOTARY PUBLIC
My Commission Expires:

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 25th day of November, 2023.

NOTARY PUBLIC

My Commission Expires: 01

: 08/21/2027