



Shelby County Tennessee

Shelandra Y Ford

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.

20055017

06/01/2020 - 02:46:30 PM

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BRANDON 2029746-20055017

VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
EFILE FEE	2.00
TOTAL AMOUNT	54.00

SHELANDRA Y FORD

REGISTER OF DEEDS SHELBY COUNTY TENNESSEE

**FIRST AMMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PORTER FARMS P.D. PHASE 7
AREA 3**

THIS DECLARATION is made, published and declared this 27th day of May, 2020, by Shea Ridge Partners, LLC (collectively the "Declarant"):

WHEREAS, the Declarant is the fee simple owner of a certain tract of real property in Shelby County, Tennessee, PORTER FARMS P.D. PHASE 7 (the "Property"), which is more particularly described in Plat Book 285 Page 61, filed in the Register's Office of Shelby County, Tennessee ("Plat"), and

WHEREAS, the Declarant has caused to be prepared a plan for the development of the Property, to be known as "PORTER FARMS P.D. PHASE 7" into residential lots, together with certain common areas for the use, benefit and enjoyment of the owners of the lots in common with each other; and

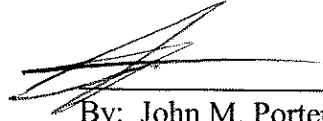
WHEREAS, the Declarant desires to amend the current Declaration Covenants, Conditions and Restrictions to add the following restrictions to the original Declaration of Covenants, Conditions and Restrictions of PORTER FARMS P.D. PHASE 7 Subdivision as recorded in instrument number 20050533 in the Register's office of Shelby County, Tennessee, along with any prior and/or subsequent amendments there to; and

WHEREAS, it is to the benefit, interest and advantage of the Declarant, the Lot Owners, and of each and every person or other entity, hereafter acquiring any interest in the Property that certain covenants, restrictions, easements, assessments and liens governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as common covenants;

NOW THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to all Covenants, Conditions and Restrictions attached hereto under PORTER FARMS PHASE 7 ARCHITECTURAL COVENANTS, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant's, successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be signed by the Officer duly authorized so to do as of the day and year first above written.

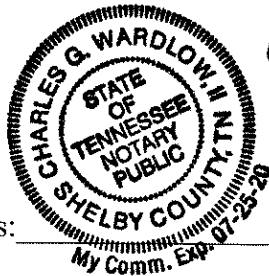
Shea Ridge Partners, LLC

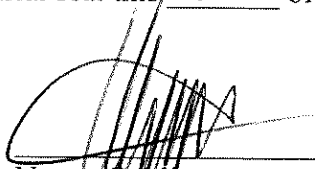

By: John M. Porter, President

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared John M. Porter, with whom I am personally acquainted and who, upon oath acknowledged himself to be the President, of Shea Ridge Homes, LLC, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself as such Manager.

2020, WITNESS my hand and notarial seal this 27th of May,




Notary Public

My commission expires: _____
My Comm. Exp. 07-25-20

Prepared by and return to:
Southern Trust Title Company
7500 Capital Drive
Germantown, TN. 38138
File#phdccrph7a3

**PORTER FARMS PHASE 7
ARCHITECTURAL COVENANTS**

Section 1. Architectural Control Committee. An "Architectural Control Committee" (hereinafter referred to as the "ACC") is hereby established. The initial ACC shall consist of three (3) persons appointed by the 5-person original 2020 Builder Group. These three individuals shall serve for a period of five (5) years, or until they resign from the ACC by written notice to the Board of Directors of the Association, if any. Upon the later to occur of: (a) the expiration of five (5) years from the date hereof or (b) three (3) years after the recordation of the plat for Subdivision, or (c) upon the earlier resignation of the ACC, the Board of Directors of the Association (or the majority of the owners of the Subdivision in absence of a Home Owners' Association) shall then appoint the ACC, which shall be composed of three (3) or more individual Lot Owners. The affirmative vote of a majority of the membership of the ACC shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations, ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

Section 2. Approvals Necessary, Rules of Committee and Remedies for Violation. No structure of any kind or nature of any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots or Common Open Space within the Subdivision, nor shall any existing structure, fence or barrier upon any Lot or Common Open Space be altered in any way which substantially changes the exterior appearance (which includes but is not limited, to changes in paint color and reroofing) thereof, nor shall there be any additions, attachments, or deletions to improvements, nor shall there be any substantial changes in landscaping, without the written consent of the ACC; nor shall any new use be commenced on any Lot or Common Open Space unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the ACC. Such plans and specifications shall be in such form and shall contain such information as may be required by the ACC, but in any event shall include: a) A site plan of the Lot showing the location (including proposed front, rear and side setbacks) of all structures, fences, barriers or other improvements, and the location of all parking spaces and driveways on the Lot; and b) A set of working construction drawings and exterior specifications, including front, rear and side elevation, showing the nature, exterior, color scheme, kind, shape, height and materials of the improvements; and

The ACC may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on the Lots or Common Open Space including, without limitation, the exterior lighting and planting and may issue statements of policy with respect to approval or disapproval of the architectural styles or details or other matters which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the ACC at any time and no inclusion in or omission from or amendment of any such rule or statement shall be deemed to bind the ACC to approve or disapprove any feature or matter subject to approval or to waive the exercise of the ACC's discretion as to any such matter. No change of policy shall affect

the finality of any Lot of any plans or specifications previously submitted to an approved by the ACC; however, such approval shall not be deemed a waiver by the ACC of its discretion to disapprove such plans or specifications or any features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot. Approval of any plans and specifications relating to any Lot or Common Open Space, however, shall be final as to that Lot and approval may not be revoked or rescinded thereafter; provided that the plans and specifications as approved and any condition attached to any such approval have been adhered to and complied with in regard to all structures, fences, or barriers on the uses of the Lot or Common Open Space in question.

Neither the ACC (or its individual members), its representatives or committees, nor any architect or agent thereof, shall be responsible in any way for defects in any plans or specifications submitted, revised or approved in accordance with the provisions contained herein, nor for any structural or other defects in any work done according to such plans and specifications.

In the event the ACC fails to approve or disapprove any plans and specifications as herein provided within fifteen (15) days after submission thereof, the same shall be deemed to have been approved as submitted and no further action shall be required.

If any structure, fence, or barrier shall be altered, erected, placed or maintained (including exterior maintenance) upon any Lot or Common Open Space or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the ACC as required herein, such alteration, erection, maintenance, or use shall be deemed to have been undertaken in violation of the restrictions herein and without the approval required herein, and upon written notice from the ACC any such structure, fence or barrier altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or related, and the use shall be terminated in order to extinguish such violation. If fifteen (15) days after the notice of such violation, the Owner or Owners of the Lot or Common Open Space upon which the violation exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right to take such steps as may be necessary to extinguish such violation, and the costs thereof shall be a binding personal obligation of the Owner as well as a lien upon the Lot in question upon the recording of the lien with the Office of the Register of Shelby County, Tennessee.

Upon completion of the construction or alteration of any structure in accordance with the plans and specifications approved by the ACC, the ACC shall, upon written request of the Owner thereof, issue a letter of compliance in form suitable for recordation, identifying the structure and the Lot on which the structure is to be located and stating that the plans and specifications, location of the structure and the use or uses to be conducted thereon have been approved and that the structure complies therewith. Preparation and recording of such letter shall be at the expense of the Owner or Owners of such Lot. Any letter 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 letter shall be

conclusive evidence that all structures and the use or uses described therein comply with all the requirements of these restrictions and all other requirements as to which the ACC exercises any discretionary or interpretive powers.

The ACC may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to these restrictions payable at the time such plans and specifications are so submitted.

Any Member of the ACC may, at reasonable times, enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of any structures thereon are in compliance with the provisions of these restrictions, and no such persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner of any Lot shall have the right to enforce, by a proceeding at law or in equity, all conditions, restrictions, covenants, reservations and easements herein or hereinafter contained or otherwise contained in any deed to any Lot. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

RESTRICTIVE ARCHITECTURAL COVENANTS

Requirements, Prohibited Uses and Nuisances. In order to provide for a congenial occupation of the residences within the Subdivision and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

- 1) Minimum Home Size. The minimum finished and heated floor area of all residences, exclusive of porches and garages, shall be 2,400 heated square feet.
- 2) Setback Lines. Building setback lines shall be no less than those required under applicable governmental regulations and shall be in accordance with the Final Plan and Conditions for the Subdivision as shown on the recorded Plat.
- 3) The Property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon the Property shall be of new construction, and no buildings or structures shall be moved from other locations onto the Property. No buildings or structures other than single family houses and accessory outbuildings shall be constructed.
- 4) Each residence on a Lot must have a fully enclosed garage for not less than two (2) nor more than (3) cars. Some homes may have garages which are side entry with drives making a 90-degree turn in front of the residence with the garage door(s) perpendicular to the street in front of the residence. Some homes may have a straight-in

front load garage which must meet special Town of Collierville criteria regarding garage door styles, garage door having a 10' recess distance from front of home (not counting a porch or stoop) and 20' distance from the back of sidewalk. There are other front and side load garage criteria by Town of Collierville concerning trellis, columns, light fixtures, arbors, door windows, dormers to enhance appearance of the garage door(s). No garage may be left open to a street for a period of time longer than reasonably necessary for a car to leave or enter.

5) No fence, wall, hedge or other separating device shall be erected nearer to a street than the building setback line or be constructed beyond the front building setback line (corner lots have two front yards). No fence, wall, hedge or other separating device shall interfere with the free flow of surface water drainage onto or thru any Lot. All fences, walls, hedges or other separating device, regardless of location, shall be no more than six feet (6') tall. Fences are to be constructed of cedar wood, treated pine wood, brick, ornamental metal, an earth-tone wood composite material or combination thereof. No chain-link or vinyl fences are permitted. Except chain link fences are only permitted for dog pens in rear yards that are completely enclosed by an opaque perimeter fencing higher than the dog pen fence. All dog pens must be completely screened by fencing from all other Lots and from the street adjoining the Lot. If a fence is constructed with rails on one side, then the more finished side shall face the perimeter of the Lot. A shadow box fence may face either direction. All fencing must have written approval from the ACC and be permitted by the appropriate governmental authority. If any approved fence is located on a property line between two Lots, it shall be maintained and repaired jointly by the Owners of both Lots

6) All outbuildings (including storage buildings, storage sheds and playhouses) must have the same color roof and same general color scheme as the main house on the Lot and must be screened from other Lots and the street adjoining the Lot by a six foot (6') high solid fence. Equipment, air conditioning units, and wood piles shall be screened by adequate planting or fencing from view of the other Lots and the street adjoining the Lot. All references to the screening of certain features from the street and other Lots shall be interpreted as based on normal views at an elevation equal to six (6) feet above the ground level at the feature being screened.

7) No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any portion of the Property at any time as a residence, either temporarily or permanently.

8) No recreational vehicles or commercial vehicles including, but not limited to, boats, boat trailers, house trailers, camping trailers, motorcycles, or similar type items shall be kept other than in the garage with the garage door closed. No above-ground swimming pools will be permitted on any Lots. No clothesline may be maintained on any Lot.

9) The house front elevation exterior veneer must be at least 80% brick/stucco or Hardie type fiber cement board and batten siding or shingle style siding. The 20% balance of the home front elevation may be Hardie type fiber cement lap siding. Side and rear

elevations must be at least 50% brick, stucco, or fiber cement board and batten siding or shingle style siding. The 50% balance may be Hardie type fiber cement lap siding. No panel style siding is allowed on the home.

10) Roof rafter pitches visible from the front public street and that parallel the street must be at least 9/12 or steeper. All level cornice overhangs should be 8" in addition to gutter. Cornice overhangs going up the rake of gables may be 8" or "tight" to the exterior veneer. Dormers should have smaller or tight cornice overhangs in proportion to the size of the dormer.

11) Homes must have gutters on all sides.

12) Brick must be standard, modular, or queen-sized brick. No king-sized brick permitted. No black or red mortar permitted.

13) Windows may be wood, wood clad, fiberglass, or vinyl. They must have or generally appear to have brick mold around them. The brick mold may be attached to or integral to the window surround. Windows on front elevation or any side or rear elevation facing a public street must appear to be "divided lite" and have glass surface mounted 1" wide SDL's. Windows on "French" style homes should be casement-style windows or 4/4 double hung that appear similar to casement windows. Windows on traditional style homes may be casement or double-hung style windows.

14) Finish floor elevation of the ground floor must be at least 15" above the front curb of the Lot. Reverse slope lots shall receive special review by the ARC and the FFE shall be at least up two risers from the sidewalk leading to the front porch.

15) All chimneys shall be brick, stone, thin brick, thin stone or stucco. No siding allowed on chimneys. Metal B-vents for fireplaces that are similar to furnace and water heater vents are acceptable as long as they are on the rear or side slope of the roof and not readily visible from the street in front of the Lot. Plumbing vents, furnace vents, water heater vents, and fireplace b-vents must be on the rear or side slope of the roof and not be readily visible from the street in front of the Lot.

16) All flashing visible from the street shall be copper colored or painted to match exterior veneer next to it.

17) Roofing must be in approved colors and must be a) 25-year dimensional shingles or b) standing seam metal or c) slate

18) Flood lights must have approved hoods around the bulb, so that only the face of bulb is visible.

19) Driveways and walkways: All driveways and walkways must be of 3,000 psi concrete with a pea gravel and limestone mix. Other finishes for driveways and walkways will be considered by the Architectural Review Committee on case-per-case basis.

20) Columns: If round, the columns should have the proper entasis or taper associated with classical proportions and the top of all columns should align with the finished face of the beam above the column.

21) Shutters must be raised paneled, recessed panel, plank, or louvered in configuration. Shutters must be made of wood or approved synthetic materials. Hollow plastic type shutters are not permitted. All shutters must be sized to appear to approximately cover the actual door or window opening if they were closed. Hinges and dogs are required.

22) Ceiling Height: The minimum ceiling height shall be nine (9") feet on the first floor, second and third floor.

23) Without prior written approval and the authorization of the ACC, no exterior television or radio antennas of any sort shall be placed, allowed, or maintained upon any portion of the improvements located upon the Lot. Satellite dishes up to a maximum of twenty-four inches (24") in diameter only shall be allowed, if not visible from the street in front of the Lot and if approved by the ACC, which may require screening, as it may desire.

24) All satellite dish receiving antennas, radio antennas, swimming pools, accessory building and structures shall be installed in accordance with the appropriate municipal ordinances and additionally approved by the ACC, whose criteria may be more restrictive than the municipal ordinances.

25) Mailboxes shall be a (fill in name here as named by A&H Iron Works) style mailbox and stand and shall be painted black, although it may be fabricated by any company.

Section 3. a) No building material of any kind or character shall be placed or stored upon any Lot until the Owner is ready to commence construction of improvements on the Lot. Building materials shall not be placed or stored in the street or between the curb and property lines.

b) Prior to the occupancy of any residence on a Lot, each Owner shall install or plant in the front yard trees in accordance with Town of Collierville regulations and shall block sod the entire front and rear yards of the Lot (flower beds and all heavily landscaped areas excluded. Gravel in side yards between houses is acceptable as long as it is screened from view from the street adjacent to the Lot.

c) The Owner of each Lot shall be responsible and held liable for maintaining the Lot, whether or not any improvements have been made thereon, in a neat and attractive manner and all grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from each Lot. All rubbish, trash, litter or garbage shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. Until a

residence is constructed on a Lot, and in the event the Owner of the Lot shall refuse or neglect to comply with the terms of this subsection, the Home Owners Association, at its option and discretion, may mow and have dead trees and debris removed from the Lot and the owner of the Lot shall be obligated to reimburse the Home Owners Association for the cost of such work.

d) No obnoxious 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 other Owners within the Subdivision.

e) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of the Lots, except that dogs, cats or other common, urban, domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All pets shall, at all times, be confined within residences or fenced areas or restrained by leash.

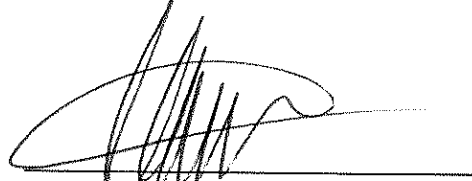
f) No advertising signs billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Lot except one (1) "for rent" or "for sale" sign of not more than six (6) square feet. The Home and Lot shall not be used in any way or for any purposes which may endanger the health or unreasonable disturb the Owner of any other Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of the Lot; provided, however, the foregoing covenants shall not apply to the business activities or signs or construction by any Builder during the construction and sales period of Homes in the Subdivision.

g) Vegetable gardening will be allowed only in rear yards and must not be visible from any street adjoining the Lot.

h) Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the Plat. No lot may be further subdivided.

Certification of Electronic Document

I, Charles G. Wardlow, II, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

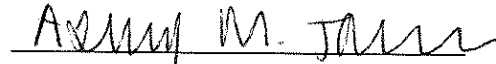
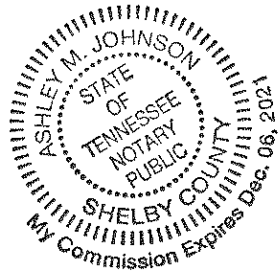


Charles G. Wardlow, II

State of TENNESSEE

County of SHELBY

Personally appeared before me, Ashley Johnson, a notary public for this county and state, Charles G. Wardlow, II, who acknowledges that this certification of an electronic document is true and correct, and whose signature I have witnessed.



Notary's Signature

MY COMMISSION EXPIRES: _____