

Wellington Farms Homeowners Association Combined Covenants

1. These covenants, limitations, and restrictions are to run with the land and shall be binding on all parties or persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants, limitations, and restrictions shall be automatically extended for successive ten (10) year periods, unless by vote of the majority of the then-owners of lots in this subdivision it is agreed to change them in whole or in part.
2. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants, limitations, or restrictions herein, it shall be lawful for any other person or persons owning real property in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, limitations, or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for each such violation.
3. All lots in the tract shall be known and described as residential lots and are not to be resubdivided into smaller lots.
4. No primary structure shall be erected on any lot until the design and plot plan has been approved in writing by Duntreath Partners or their designated representative. If approval or disapproval is not received within thirty (30) days, such approval will not be required and this covenant will be deemed to have been complied with. The powers and duties of Duntreath Partners shall cease on and after the commencement of construction on the last lot of this subdivision, or January 1, 2021, or when Duntreath partners relinquishes its powers and duties to the lot owners of the subdivision, whichever occurs first. After this time, the owners of a majority of lots in the subdivision may execute a written agreement appointing one or more representatives to exercise this same power.
5. The minimum ground floor area of the main building, exclusive of open porches and garages, shall be 2500 square feet for one-story dwellings, and 900 square feet for the ground floor of a one-and-one-half-story or two story dwelling, with a total area of not less than 2,500 square feet for one-and-one-half-story or two-story dwellings.
6. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, including, but not limited to, parking or storage of any large commercial vehicles, equipment, or trailers.
7. No primary structure shall be erected, placed, altered, or permitted to remain on any lot in this subdivision other than one single-family detached dwelling of not more than two stories in height plus roof, with one private garage for not more than three (3) cars. Accessory structures are allowed to the extent that the City of Collierville allows them, once a house has been built on the lot.

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8. Invalidation of these covenants, limitations, or restrictions by judgment or court order shall in no wise affect any other provisions, which remain in full force and effect.
9. Radio or television transmission or receiving towers or antennas must be constructed in accordance with the Collierville Zoning Ordinance, but in no instance may they be over ten (10) feet in height above the ridge line off the roof. Satellite dishes **larger than 30 inches** cannot be installed without approval by Duntreath Partners or their designated representative. Placement must conform to the Collierville Zoning Ordinance as well as be screened from the other lot owners by a fence or landscaping.
10. No trailer, tent, shack, 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 nature or character be used as a residence.
11. Duntreath Partners reserves unto itself the right to impose additional and separate restrictions at the time of sale of any of the plots sold by it in this subdivision, which restrictions may not be uniform, but may differ as to plots, and further reserves the right to amend these additional and separate restrictions without the approval of the owners of the lots within the subdivision.
12. Permanent easements for drainage and utilities are reserved as shown on this subdivision plat, or as required by note.
13. The minimum setback from street to building shall meet the requirements and approval of the Building Department of the City of Collierville, Tennessee.
14. Fences are to be constructed in accordance with the City of Collierville Fence ordinances. No chain-link or wire fence is allowed between lot owners. Fences may be no closer to the street than ten (10) feet behind the front building setback line, except for corner lots which may have fences up to five (5) feet in front of the front setback line.
15. Sidewalks shall be installed in accordance with the regulations of the City of Collierville and are to be installed upon completion of the principal building. Where sidewalks are installed along the lot frontage, it shall be the responsibility of the lot owner to maintain such sidewalks.
16. Accessory buildings, structures, and swimming pools must be constructed in accordance with the Collierville Zoning Ordinance. If a recessed swimming pool is built on a lot, then the back yard or the swimming pool must have a fence around it.

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17. Should there be an accessory structure that has a garage door in it which is in excess of eight (8) feet wide, the door will be allowed to face the street only if it is screened with a six-foot-tall, solid wood fence between the garage door and the street, with the fence being located at least ten (10) feet away from the garage door.
18. Duntreath Partners reserves the right, subject to governmental approval of any amendment or revision of this plat, to amend or revise this plat (without the joinder therein of the other then-owners of lots shown on this plat) to reflect (1) the deletion or reconfiguration of any one or more lots then owned by Duntreath Partners, (2) a realignment of any street or public way, and/or (3) the relocation of easements for utilities or drainage purposes; provided, however, in the event any of the foregoing would change a boundary of or result in an easement being placed upon a lot not then owned by Duntreath Partners, the consent of the owner(s) shall join with Duntreath. [Partners in the execution of any amended or revised plat.](#)
19. Should a lot owner not have installed the required sidewalk(s) for that lot within eighteen (18) months of the date of the recording of this plat, the lot owner will escrow with the Town of Collierville such sum as is required by the Town of Collierville to ensure the future construction of the sidewalk to an extent that Duntreath Partners shall be relieved of the obligation. Should the lot owner refuse to do so, then Duntreath Partners shall have the right to file a lien on the property or sue for ten (10) times the cost of the sidewalk.
20. Duntreath Partners reserves the right to construct the entrance structure in a manner similar to that which has been constructed at the other Wellington Farms Subdivision entrance, including the brick column, wooden fence, and sidewalk(s) on the double-front lots (Lots 184 and 193 , [212 and 213, 286 and 287](#)) in a [manner acceptable to the Town of Collierville.](#)
21. All lot owners will be mandatory members of the Wellington Farms Home Owner's Association. Dues will be collected no earlier than two (2) year after the recording date of the Wellington Farms Subdivision Phase 4, [5A](#) plat. The first year that dues are payable, dues will be no greater than fifty dollars (\$50.00) per year per lot.
22. Duntreath Partners retains the right to form the "Natural Area" into the final product. The "Natural Area" will then be left in a natural state with no changes of manipulations.
23. Any use other than a "Natural Area" that the Wellington Farms Home Owner's Association might desire must be approved in writing by Duntreath Partners and the City Engineer. [Wellington Farms Home Owner's Association has full maintenance responsibility for the designated "Landscape Easements" and the "Natural Areas."](#) Any use of the designated "Natural Areas", other than indicated

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in Note #22, that the Wellington Farms Home Owner's Association might desire must be approved in writing by Duntreath Partners and the City Engineer.

24. The Town of Collierville has no maintenance responsibility or liability for areas under the Wellington Farms Home Owner's Association jurisdiction.
25. No privacy fences shall extend into nor shall other structures be built within the designated "Natural Areas."
24. Each Owner shall be responsible for the interior and exterior maintenance of his Lot and Improvements, including, but not limited to, all exterior walls of dwellings, doors, windows, roofs, patios, garages, light fixtures, irrigation systems, parking surfaces, landscaping, driveways, painting, street lights, private drives, plumbing and electrical repairs. In the event an Owner of any lot shall fail to maintain his or her lot and the Improvements thereon in a manner reasonable satisfactory to Duntreath Partners, The Homeowners Association, and/or in keeping with other lots, Duntreath partners shall have the right through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the improvements erected thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the Assessment of that Lot. Additionally, each Owner shall be responsible for the maintenance and repair of the curb adjoining the private right-of-way which is contiguous to the Owner's Lot. The cost of said maintenance, expenses and attorneys fees shall be a binding obligation of the Owner as well as a lien on the Lot in question, upon recording of such notice with the Register's Office of Shelby County, Tennessee. Any lien so recorded shall at all times be subordinate to any prior recorded deed of trust. In addition to the costs as set forth herein, the Owner shall be responsible for all court costs, reasonable attorney's fees, and interest from the date of any expenditure at the maximum legal rate of interest.
25. 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 silt fencing. In the event Lot Owner fails to comply with the aforesaid requirements, Duntreath Partners 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.