

**THE ASSOCIATION:**

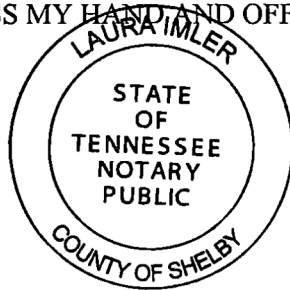
WELLINGTON FARMS HOMEOWNERS ASSOCIATION, INC.,  
a Tennessee non-profit corporation

By: Beverly Michalek  
Name: Beverly Michalek  
Title: President

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Beverly Michalek, President of WELLINGTON FARMS HOMEOWNERS 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/herself to be the President of WELLINGTON FARMS HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/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 2<sup>ND</sup> day of May, 2024.



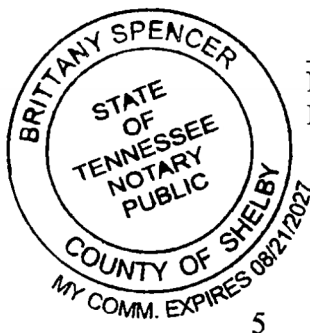
[Signature]  
NOTARY PUBLIC  
My Commission Expires: May 18, 2025

By: [Signature]  
Name: Angela Lawson  
Title: Secretary

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned, of the state and county mentioned, personally appeared Angela Lawson, Secretary of WELLINGTON FARMS HOMEOWNERS 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/herself to be the Secretary of WELLINGTON FARMS HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation, the within named bargainer, a corporation, and that she/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 6<sup>th</sup> day of May, 2024.



[Signature]  
NOTARY PUBLIC  
My Commission Expires: 08/21/2027

4. **RECITALS:** The foregoing recitals are true and accurate.
5. **CAPITALIZED TERMS:** All capitalized terms not otherwise defined in this Amendment shall have the same meanings provided for in the CCRs.
6. **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.
7. **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.

**IN WITNESS WHEREOF**, a meeting of the membership of the Association has been held, or this Amendment has been approved by the Association in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved at such meeting by Lot Owners holding not less than seventy-five percent (75%) (being at least 282 Lot Owners) of the total votes in the Association with their acknowledged signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **EXHIBIT "A"**, as acknowledged and confirmed by the signatures of the President and Secretary of the Association below.

[THE FOLLOWING PAGES ARE THE SIGNATURE PAGES]

Article upon such conditions and under such circumstances as the Board of Directors, 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 Article.

(iii) It is the express intent of this Article 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 Article IX(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 Article and any other provisions of the CCRs, then the provisions of this Article 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 Article, subject to written waiver by the Board of Directors, 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 Article IX(vi), any Lot Owner may apply for a waiver under Article IX(ii) to the Temporary Leasing Prohibition of this Article IX(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 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.

**3. 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.

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

**WHEREAS**, a meeting of the membership of the Association has been held, or this Amendment has been approved by the Association in accordance with the terms and provisions of Tenn. Code § 48-57-108 without a meeting, and this Amendment was properly approved at such meeting by Lot Owners holding not less than seventy-five percent (75%) (being at least 282 Lot Owners) of the total votes in the Association with their acknowledged signatures evidenced by those certain attachments attached hereto and made a part hereof, collectively, as **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. AMENDMENT OF THE CCRs:** Article VII, Section 7.1 of the CCRs is hereby deleted in its entirety with the following substituted in its place:

Amendments to the CCRs shall be effected as follows: notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. An amendment may be proposed either (i) by a majority of the Board of Directors of the Association or (ii) by not less than ten (10%) of the Members of the Association. Approvals of proposed amendments must be by the affirmative vote of Lot Owners holding sixty-six percent (66%) of all Owner votes (being 248 Lot Owners). In order to be effective an amendment must be (i) executed by the President and Secretary of the Association and (ii) recorded in the Register's Office.

**2. PROHIBITION AGAINST LEASING:** The CCRs are hereby amended to add the following Article IX:

**ARTICLE IX**  
**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 Wellington Farms 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 Article subject to written waiver by the Board of Directors, 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 Article, subject to written waiver of the Board of Directors in their sole and absolute discretion, if any person lives in 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 Article if, while an Owner is temporarily absent from the Lot, a person who is not an Owner of that Lot temporarily resides in such Lot. A person who "temporarily resides" in the Lot without violating this Article 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 which may, by a majority vote, grant to such Owner an exception to the prohibition against leasing set forth in this

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.: 231176.0000

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WELLINGTON FARMS SUBDIVISION, PHASES 4 THROUGH 7 AND, SUBJECT TO CERTAIN CONDITIONS, FOR THE PROPERTY DESCRIBED ON EXHIBIT B HERETO**

**THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR WELLINGTON FARMS SUBDIVISION, PHASES 4 THROUGH 7 AND, SUBJECT TO CERTAIN CONDITIONS, FOR THE PROPERTY DESCRIBED ON EXHIBIT B HERETO** (this "Amendment") is made as of this 1<sup>st</sup> day of May, 2024 (the "Effective Date"), by **WELLINGTON FARMS HOMEOWNERS ASSOCIATION, INC.**, a Tennessee non-profit corporation (the "Association"), for that certain residential development situated in the Town of Collierville, Shelby County, Tennessee, more commonly known as **Wellington Farms** ("Wellington Farms").

**WITNESSETH:**

**WHEREAS**, that certain Declaration of Covenants and Restrictions for Wellington Farms Subdivision, Phases 4 through 7 and, Subject to Certain Conditions, for the Property Described on Exhibit B Hereto (as amended, the "CCRs"), dated November 3, 1995, recorded in the Register's Office of Shelby County, Tennessee (the "Register's Office"), as Instrument No. FL 2617, as amended by Instrument Nos. GD 9715 and HR 1728, governs that certain residential development situated in the Town of Collierville, Shelby County, Tennessee, more commonly known as Wellington Farms, which is administered by Wellington Farms Homeowners Association, Inc., a Tennessee non-profit corporation (the "Association"); and

**WHEREAS**, the Association was formed with the filing of its corporate charter with the Tennessee Secretary of State as Business Control No. 0302402 on October 27, 2010, with a copy of the Charter being recorded in the Register's Office as Instrument No. FL 2618; and

**WHEREAS**, Wellington Farms is comprised of three hundred seventy-five (375) residential lots (each a "Lot"), as more particularly shown and depicted on those certain plats of record in the Register's Office in: (i) Plat Book 153, Page 55 (Phase 4) (the "Phase 4 Plat"); (ii) Plat Book 157, Page 48 (Phase 5) (the "Phase 5A Plat"); (iii) Plat Book 159, Page 2 (the "Phase 5B Plat"); (iv) Plat Book 162, Page 52 (Phase 6) (the "Phase 6 Plat"); (v) Plat Book 168, Page 45 (Phase 7) (the "Phase 7 Plat"); (vi) Plat Book 171, Page 1 (Phase 8) (the "Phase 8 Plat"); (vii) Plat Book 179, Page 32, re-recorded in Plat Book 196, Page 65 (the "Phase 9 Plat"); and (viii) Plat Book 176, Page 26, re-recorded in Plat Book 196, Page 66 (the "Phase 10 Plat") (the Phase 4 Plat, the Phase 5A Plat, the Phase 5B Plat, the Phase 6 Plat, the Phase 7 Plat, the Phase 8 Plat, the Phase 9 Plat, and the Phase 10 Plat, collectively, the "Plats"); and

**WHEREAS**, the Association intends to amend the CCRs as more particularly provided herein; and

**WHEREAS**, Article VII, Section 7.1 of the CCRs provides that the CCRs may be amended by at a meeting of the membership of the Association by an instrument signed and acknowledged by Members having not less than seventy-five percent (75%) (being at least 282 Lot Owners) of the total votes allocated to the Association; 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



# Shelby County Tennessee

## *Willie F. Brooks Jr*

Shelby County Register

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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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677 PGS	
ALLYSON 2705017 - 24042090	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	3385.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	3387.00

WILLIE F. BROOKS JR  
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE