

This Instrument prepared by
and upon recording return to:

Tune, Entrekin & White, P.C.
500 11th Ave. N., Suite 600
Nashville, TN 37203

3 PGS:AL-RESTRICTIONS	
NANCY BATCH: 299098 03/06/2023 - 02:40 PM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, MAURY COUNTY
JOHN FLEMING
REGISTER OF DEEDS

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAWGRASS**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sawgrass (this "Second Amendment") is made and entered into as of the date set forth herein, by and between Lennar Homes of Tennessee, LLC, a Delaware limited liability company (the "Declarant"), and all persons, firms, corporations or other entities, presently owning or hereafter acquiring any of the Development Property described herein.

WITNESSETH:

WHEREAS, the Declarant previously established and recorded Declaration of Covenants, Conditions and Restrictions for Sawgrass (the "Original Declaration") of record in the Register's Office for Maury County, Tennessee at Book R2597, Pages 805-865, as amended by First Amendment thereto of record at Book R2705, Pages 1046-1052 said Register's Office (the "First Amendment," and collectively referred to herein as the "Declaration");

WHEREAS, the words defined in the Declaration shall have the same meaning in this Second Amendment; and

WHEREAS, pursuant to the Article XIII, Paragraph 2 of the Original Declaration, Declarant now desires to amend the Declaration as further set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Article X, Section 10.4 of the Original Declaration is deleted in its entirety and substituted in lieu thereof is the following:

10.4. **Fencing, Walls, and Hedges.** Location, style, type, and materials of fencing, walls, and/or hedges must be approved by the IRC. No fence nor wall shall be erected or maintained nearer to the front lot line than the rear of the dwelling, and for corner lots, not nearer to the lot line facing the more minor side street than the side the dwelling. Fencing for Attached Lot Townhomes shall be of like or substantially similar materials as the existing partition walls, and only the rear yard may be so fenced (i.e. end Townhouse

units are not permitted to enclose any of the side yard space). Hedges, shrubbery or evergreens may be located nearer to the lot lines than fencing and walls, but their location must be approved by the IRC. No fence, wall, or hedge shall be allowed in any drainage easements that may exist on a Lot or Private Element. No fence, wall or hedge shall be more than six (6) feet in height, unless otherwise approved. Chain link and wire fences are specifically prohibited. If an Owner is permitted to enclose the rear yard, then the maintenance of said enclosed yard space shall be the sole responsibility of the Lot Owner, including all costs related thereto.

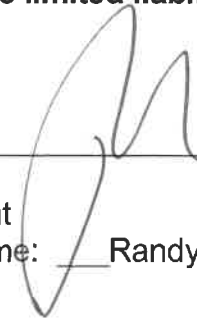
2. Except as amended herein, all terms and provisions of the Declaration, remain unmodified and in full force and effect. To the extent of any inconsistency between this Second Amendment and the Declaration, this Second Amendment shall control and prevail.

[Notarized Signature on Following Page]

IN WITNESS WHEREOF, the undersigned, being the owner of the Development Property to be subject hereto, has caused this Declaration to be duly executed as of the date below.

DECLARANT:

**Lennar Homes of Tennessee, LLC,
a Delaware limited liability company**


By: 
Print Name: Randy Mickle

Its: Vice President

STATE OF TENNESSEE)
)
COUNTY OF MAURY)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Randy Mickle , with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the Vice President ("Officer") of Lennar Homes of Tennessee, LLC (the "Entity"), the bargainer, and that he/she as such Officer, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the Entity by him/herself as such Officer.

Witness my hand and seal the 1st day of March , 20 23 .


NOTARY PUBLIC

My Commission Expires: 8 / 22 / 2023

