

3 PGS:AL-RESTRICTIONS

929942

04/25/2023 - 08:01 AM

BATCH 929942

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 15.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SHERRY ANDERSON

REGISTER OF DEEDS

This Instrument prepared by
And upon Recording return to:

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

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HARMONY HILLS**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Hills (this "First Amendment") is made as of the date set forth on the signature page hereto by **Lennar Homes of Tennessee, LLC**, a Delaware limited liability company ("Declarant"), and all other persons or entities, presently owning or hereafter acquiring any of the Development Property.

Recitals

WHEREAS, Declarant previously established and recorded Declaration of Covenants, Conditions, and Restrictions for Harmony Hills of record in the Register's Office for Williamson County, Tennessee at Book 9161, Page 329 on December 12, 2022 (the "Original Declaration," and collectively with this First Amendment, the "Declaration"); and

WHEREAS, the Development Property subject to this First Amendment is the Development Property described in the Original Declaration; and

WHEREAS, pursuant to the rights reserved to the Declarant in the Original Declaration, Declarant now desires to amend the Original Declaration as set forth herein;

WHEREAS, the words defined in the Original Declaration shall have the same meaning in this First Amendment.

Amendment

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

1. The following shall be added to the end of Article V, Section 1 of the Original Declaration:

The Association shall be responsible for the maintenance of and repairs to the sewer lines serving each of the Units from the face of the curb of the private roadway to the Unit, together with all costs related thereto, unless the damage or cause for repairs to the sewer line is caused by the negligence or willful misconduct

by the Owner, in which event the cost to repair shall be paid by such Owner. To the extent any such maintenance or repairs are needed, the Unit Owner shall notify the Association, and the Association on behalf of the Owner will hire the contractor to perform the work on the sewer line. As noted on the Plat for the Development Property, the sewer lines serving Units 19-31 run beneath the driveway serving said Units.

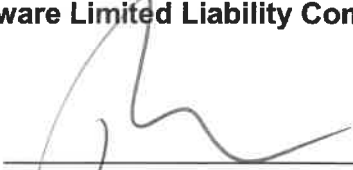
2. Except as amended herein, all terms and provisions of the Declaration, remain unmodified and in full force and effect. To the extent of any inconsistency between this Second Amendment and the Declaration, this Second Amendment shall control and prevail.

[Notarized Signature on Following Page]

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be duly executed as of the date set forth below.

DECLARANT:

**Lennar Homes of Tennessee, LLC,
a Delaware Limited Liability Company**

By: 

Print Name: Randy Mickle

Its: Authorized Agent

STATE OF TENNESSEE)
COUNTY OF MAURY)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared 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 Authorized Agent ("Officer") of **Lennar Homes of Tennessee, LLC**, the within named bargainer and that he/she as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing him/herself as such Officer.

Witness my hand and seal the 18th day of April , 2023 .


Notary Public

My Commission Expires: 8-22-2023

