

This Instrument prepared by  
and upon recording return to:

Tune, Entrekin & White, P.C. (TCW)  
500 11<sup>th</sup> Ave., N., Suite 1700  
Nashville, TN 37203

3 PGS:AL-RESTRICTIONS	
BECKY BATCH: 315134	10/26/2023 - 01:20 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

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**DRUMWRIGHT**

**AND**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**DRUMWRIGHT TOWNHOUSES**  
**A TOWNHOUSE PLANNED UNIT DEVELOPMENT**  
**(Horizontal Property Regime with Private Elements)**

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Drumwright and for Drumwright Townhouses (this "First Amendment") is made and entered into as of the date set forth herein, by and between **Lennar Homes of Tennessee, LLC** ("Declarant"), a Delaware limited liability company, and any and all persons, firms, corporations or other entities, presently owning or hereafter acquiring any Lot or Property within the residential community commonly known as Drumwright and Drumwright Townhouses, as defined and further described herein.

**RECITALS**

WHEREAS, there has been previously established and recorded a Declaration of Covenants, Conditions, and Restrictions for Drumwright and for Drumwright Townhouses (the "Original Declaration") of record in the Register's Office for Maury County, Tennessee at Book R2882, Pages 183-285 on October 24, 2022; and

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

WHEREAS, pursuant to authority reserved to Declarant in the Declaration, Declarant now desires to amend the Declaration as further set forth herein; and

WHEREAS, the words defined in the 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. Article XIV, Section 4 of the Original Declaration is deleted in its entirety and substituted in lieu thereof is the following:

**Lease.** Subject to any Federal, State, or local laws, all dwellings (homes upon Lots to comprise the Association or Units to comprise the Townhouse Association) within the Development Property may be leased to residential tenants. All leases shall be in writing and shall have an initial term of not less than six (6) months. Within ten (10) days of the full execution of any lease or amendment thereto or extension or renewal thereof, the Owner must deliver a copy of the same to the Board, Townhouse Board or the management agent. The Association or Townhouse Association shall have the right to implement a system and procedures for the administration, tracking, oversight, and management of rentals within the Development Property, and all cost of such system and procedures will be assessed equally against the Owner's who lease their Lot or Unit. The Lessee under each such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration and the Governing Documents. Failure to comply with this Declaration shall be a default under each such lease. No Owner may lease less than the whole of a dwelling. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Lot or Unit pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the Lot or Unit.


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 First Amendment and the Declaration, this First Amendment shall control and prevail.

[ *Notarized Signature on Following Page* ]

IN WITNESS WHEREOF, the Developer has caused this First Amendment to be duly executed this the 16<sup>th</sup> day of October, 20 23.

**DECLARANT:**

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

By: 

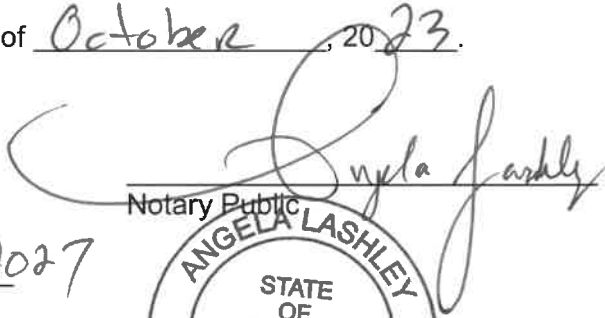
Print Name: Randy Mickle

Its: Vice President

STATE OF TENNESSEE )  
COUNTY OF Maury )

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 Vice President ("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 16<sup>th</sup> day of October, 20 23.

  
Notary Public

My Commission Expires: 7-20-2027

