BK: 9329 PG: 121-124

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SHERRY ANDERSON REGISTER OF DEEDS

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4 PGS:AL-RESTRICTIONS 950623 09/07/2023 - 11:25 AM BATCH 950623 MORTGAGE TAX TRANSFER TAX RECORDING FEE 20.00 DP FEE 2.00 REGISTER'S FEE 0.00 TOTAL AMOUNT 22.00 STATE OF TENNESSEE, WILLIAMSON COUNTY

This Instrument prepared by And upon Recording return to:

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

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

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Harmony Hills (this "Second Amendment") is made as of the date set forth below 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"), as amended by First Amendment thereto of Record at Book 9237, Pages 887-889 (the "First Amendment," and collectively the Original Declaration as amended is referred to herein as the "Declaration"); and

WHEREAS, the Development Property subject to this Second 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 Second Amendment.

## **Amendment**

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

- The Plat for the Development Property has been amended and is of Record in the Register's Office for Williamson County, Tennessee at Plat Book P81, Page 58A and 58B on August 24. 2023. The first two pages of Exhibit A to the Original Declaration shall be deleted and substituted therefor shall be the two-page amended Plat, a copy of which is attached hereto.
- 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 Second Amendment to be duly executed as of the date set forth below.

	DECLARANT:	
	Lennar Homes of Tennessee, LLC, a Delaware Limited Liability Company	
	Ву;	Print Name: Randy Mickle
	lts:	Vice President
STATE OF TENNESSEE ) COUNTY OFMAURY )		
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 bargainor 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 30 th day of	1-1	ugust, 20,23.
		Notary Public Sully
My Commission Expires: 7-20-20	027	STATE OF TENNESSEE NOTARY PUBLIC



