

BK/PG: 2287/581-584

23124873

4 PGS:AL-RESTRICTIVE COVENANTS	
KAITLYN BATCH: 551380	
12/21/2023 - 09:00 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

This Instrument prepared by  
And upon Recording return to:

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

STATE OF TENNESSEE, WILSON COUNTY  
**JACKIE MURPHY**  
REGISTER OF DEEDS

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

**FOR**

**VINEYARD GROVE**

**AND**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**VINEYARD GROVE TOWNHOUSES**

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

This Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Vineyard Grove and for Vineyard Grove Townhouses (this "Fourth Amendment") is made and entered into by **Lennar Homes of Tennessee, LLC**, a Tennessee limited liability company ("Declarant"), being the owner and legal title holder of all of the Development Property, and all other persons or entities hereafter acquiring any of the Development Property further identified herein.

**Recitals**

WHEREAS, Declarant previously established and recorded Declaration of Covenants, Conditions, and Restrictions for Vineyard Grove and for Vineyard Grove Townhouses (the "Original Declaration"), a Horizontal Property Regime with Private Elements of record in the Register's Office for Wilson County, Tennessee at Book 1899, Page 1962 on August 19, 2019, as amended by First Amendment thereto of record at Book 1909, page 1201 on September 30, 2019, as amended by Second Amendment thereto of record at Book 2106, Page 181 on August 18, 2021 (the "Second Amendment"), as amended by Third Amendment thereto of record at Book 2245, Page 1678 on April 20, 2023 (the "Third Amendment," and collectively with the Original Declaration and prior Amendments, the "Declaration"), and

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

### **Amendment**

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

1. Article XI, Section 11.4 of the Original Declaration, as has been previously amended, shall be removed in its entirety from the Original Declaration and any previous amendment and shall be replaced by the following:

**11.4. Lease.** For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a dwelling by any Person other than the Owner, for which the Owner receives any consideration or benefit, including a fee, service or gratuity. The principal dwelling on a Lot may be leased only in its entirety (*e.g.*, separate rooms within the same dwelling may not be separately leased); provided, a detached "in-law suite" or "guest house" may be independently leased.

a. Subject to any Federal, State, or local laws, all dwellings within the Development Property may be leased to residential tenants. All leases shall be in writing, and no lease shall be for an initial term of less than six (6) months. Within five (5) business 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 or the Managing Agent. The Association shall not prohibit leasing or the transfer of any Lot nor shall it require the Association's or the Board's consent prior to leasing or transferring a Lot.

b. The tenant under each such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration, as may be amended from time to time, and the Governing Documents. Failure to comply with this Declaration and the Governing Documents shall be a default under each such lease.

c. The 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 costs of such system and procedures will be assessed equally against the Owners who lease their Lot.

d. The leasing restrictions set forth in this Section shall not be deemed to prohibit a Mortgagee who takes title to a Lot 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.

e. Neither the Declarant, the Association, nor the Members shall be permitted to remove, modify, revoke, amend, or supplement any provision set forth in this Section related to the leasing of any Lot, including, without limitation, the right of an Owner to lease a Lot or any restrictions applicable thereto, in each case, without the express prior written consent of any Owner who has notified the Association or the Managing Agent that such Owner is generally engaged in the business of leasing Lots or any Owner who has a Lot that is subject to a lease that has been provided to the Board or the Managing Agent.

f. Short term and/or vacation leasing is strictly prohibited.

g. Notwithstanding the foregoing, it is the intent of this Section to be fully compliant with FHA and VA lending requirements. As such, to the extent that any provision of this Section is not fully compliant with FHA and VA lending requirements, both now or in the future, then the Declarant and thereafter the Board, shall be authorized to prepare, execute and Record an amendment to this Declaration to bring this Section and the Declaration into full compliance with FHA and VA lending requirements without the joinder or approval of any Owner or other person or entity.

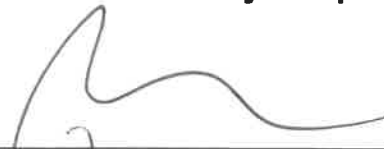
2. Except as amended herein, all terms and provisions of the Declaration, remain unmodified and in full force and effect. To the extent of any inconsistency between this Fourth Amendment and the Declaration, this Fourth Amendment shall control and prevail.

*[ Notarized Signature on Following Page ]*

IN WITNESS WHEREOF, the Declarant has caused this Fourth 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: \_\_\_\_\_ 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 the above-identified individual, 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 above-identified officer ("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   13<sup>th</sup>   day of   December  , 20  23  .



  
\_\_\_\_\_  
Notary Public

My Commission Expires: