

10 PGS : RESTRICTIVE COVENANTS	
SUE SHELTON 507563 - 22001603	
01/14/2022 - 02:49 PM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE of TENNESSEE, WILSON COUNTY

JACKIE MURPHY  
REGISTER OF DEEDS

This Instrument prepared by  
and upon recording return to:

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

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR RIVER OAKS TOWNHOUSES**

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

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for River Oaks Townhouses, a Planned Unit Development (this "First Amendment"), a Horizontal Property Regime with Private Elements, is made and entered into by **Century Communities 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.

**WITNESSETH:**

WHEREAS, the Declarant previously established and recorded that certain Declaration of Covenants, Conditions and Restrictions for River Oaks Townhouses, a Planned Unit Development, a Horizontal Property Regime with Private Elements (the "Original Declaration") of record in the Register's Office for Wilson County, Tennessee at Book 2075, Pages 341-415, and together with this First Amendment, collectively referred to herein as the "Declaration"; and

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

WHEREAS, pursuant to the Article XVI, 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. Declarant is the owner of that certain property located in Wilson County, Tennessee, being the subdivided real property commonly known **Phase 2 of the River Oaks Townhouses** ("Phase 2"), as further shown and described on **Exhibit A** attached hereto and made a part hereof. Pursuant to the authority reserved to Declarant under the Declaration, Phase 2 described on Exhibit A is hereby annexed to the Development Property and made subject to the Declaration and all of the governing documents thereof.

2. **Exhibit B** to the Original Declaration is hereby supplemented with the Site Plan for Phase 2 attached hereto as **Exhibit B Supplement** and incorporated into the Declaration.

3. **Exhibit E** to the Original Declaration shall be removed in its entirety and replaced by the **Revised Exhibit E** attached hereto and incorporated into the Declaration.

4. 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 Units within the Development Property may be leased to residential tenants. All leases shall be in writing, and no lease shall be for a term of less than twelve (12) 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 or the management agent. 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 cost of such system and procedures will be assessed equally against the Owners who lease their Unit(s). 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. This restriction shall not be deemed to prohibit Mortgagee who takes title to a 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 Unit.

5. Except as amended herein, all terms and provisions of the Declaration shall 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 Declarant has caused this First Amendment to be duly executed on the date set forth below.

**Century Communities of Tennessee, LLC,  
a Delaware limited liability company**

By: [Handwritten Signature]

Print Name: Zack Adler

Its: Division President

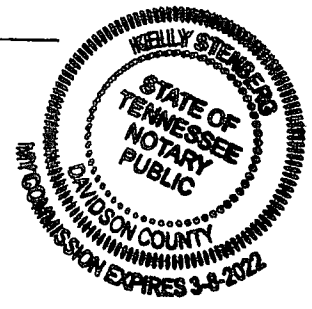
STATE OF TENNESSEE )  
                                          )  
COUNTY OF DAVIDSON )

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named ZACK ADLER, 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 DIV. PRESIDENT (“Officer”) of **Century Communities of Tennessee, LLC** (the “Entity”), a Delaware limited liability company, 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 Officer.

Witness my hand and seal the 11<sup>TH</sup> day of JANUARY, 20 22.

Kelly Steberg  
Notary Public

My Commission Expires: 3 / 8 / 22



**EXHIBIT A**

**Phase 2**

Land situated in the 3<sup>rd</sup> Civil District, Wilson County, City of Lebanon, Tennessee, being parcel 65.00, map 56E, and being more particularly described as follows:

Beginning at an iron rod (old), lying in the westerly margin of Palmer Road (R.O.W. varies), being the northeasterly corner of open space lot 177, as shown on plat entitled River Oaks, Phase 1 of record in Plat Book 29, Page 452, R.O.W.C. and being the southeasterly corner of the hereon described as follows ;

Thence, with the northerly lines of said River Oaks, Phase 1 the next (5) five calls:

Thence, N 80°23'57" W, a distance of 254.55'to an iron rod (old);

Thence, N 57°31'56" W, a distance of 151.54'to an iron rod (old);

Thence, N 42°16'43" W, a distance of 111.68'to an iron rod (old);

Thence, N 45°26'29" W, a distance of 361.01'to an iron rod (old);

Thence, N 57°31'56" W, a distance of 33.28'to an iron rod (old);

Thence, with the easterly and southerly lines of Century Communities of Tennessee, LLC of record in Deed Book 2074, Page 741, R.O.W.C. the next (11) eleven calls:

Thence, N 32°28'04" E, a distance of 110.91 feet.

Thence, N 56°52'30" W, a distance of 81.58 feet.

Thence, with a curve to the right with an arc length of 136.46', with a radius of 88.02', with a chord bearing of N 12°27'41" W, with a chord length of 123.20'

Thence, S 56°52'30" E a distance of 53.00 feet.

Thence, N 33°07'30" E a distance of 59.78 feet.

Thence, S 56°52'30" E a distance of 311.47 feet.

Thence, S 56°52'30" E a distance of 320.00 feet.

Thence, N 67°40'26" E a distance of 83.73 feet.

Thence, N 54°10'30" E a distance of 59.31 feet.

Thence, S 85°51'43" E a distance of 99.72 feet.

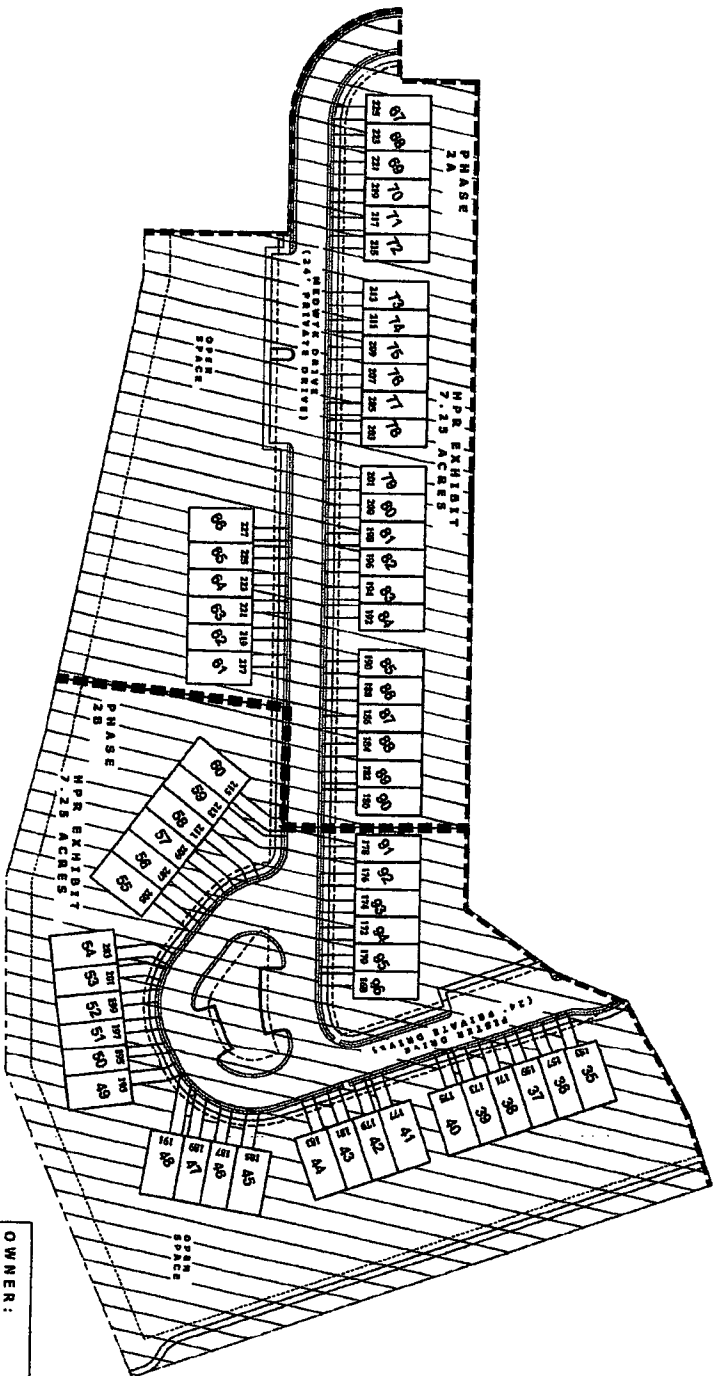
Thence, S 76°11'51" E a distance of 57.84 feet.



Thence, with the westerly margin of said Palmer Road S 13°48'09" W a distance of 471.21 feet to the Point of Beginning.

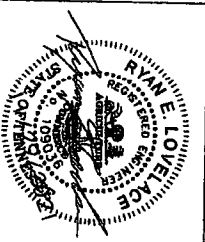
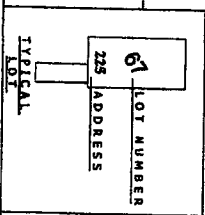
Containing an area of 315,690 Square Feet or 7.25 Acres, more or less.

Being the same property conveyed by deed from River Oaks Townhomes, LP to Century Communities of Tennessee, LLC of record in the Register's Office of Wilson County, Tennessee at Book 2150 Pages 384.

# Exhibit B Supplement



- LEGEND:**
-  SHARED COMMON ELEMENT
  -  PRIVATE ELEMENT



**OWNER:** RIVER OAKS TOWNHOMES, LP  
**ADDRESS:** P.O. BOX 113285  
 NASHVILLE, TN 37211

**MAP:** MAP 56 PARCEL 12.07

No corners were set or reset at the time of this inspection.

This drawing should not be interpreted to be a land survey. This drawing should be relied upon for the construction of fences or establishing the exact location of property lines.

This site has not been field run by a survey crew. Boundaries are approximate.

**" EXHIBIT B "**  
*Supplement*

**CSBG**  
 RIVER OAKS TOWNHOMES - PHASE 2  
 HORIZONTAL PROPERTY REGIME  
 P180-031-001 0:11.29.2021

**Revised Exhibit E**

**Unit Identification & Assessment Allocation:**

The Assessment percentage allocation, upon which percentage Assessments are to be paid, are as listed below. In the event, the number and or types of Units are to be increased or decreased or otherwise altered by Supplemental Instrument(s), declaration(s) or amendment(s) to the Declaration, the percentages listed herein may also change.

<b>Unit No.</b>	<b>FLOOR PLAN</b>	<b>STREET ADDRESS</b>	<b>Common Assessment Allocation</b>
1	Sylvan	101 Fister Drive	1/130
2	Radnor	103 Fister Drive	1/130
3	Radnor	105 Fister Drive	1/130
4	Sylvan	107 Fister Drive	1/130
5	Sylvan	109 Fister Drive	1/130
6	Radnor	111 Fister Drive	1/130
7	Radnor	113 Fister Drive	1/130
8	Radnor	115 Fister Drive	1/130
9	Radnor	117 Fister Drive	1/130
10	Sylvan	119 Fister Drive	1/130
11	Sylvan	121 Fister Drive	1/130
12	Radnor	123 Fister Drive	1/130
13	Radnor	125 Fister Drive	1/130
14	Radnor	127 Fister Drive	1/130
15	Radnor	129 Fister Drive	1/130
16	Sylvan	131 Fister Drive	1/130
17	Sylvan	401 Walton Street	1/130
18	Radnor	403 Walton Street	1/130
19	Radnor	405 Walton Street	1/130
20	Sylvan	407 Waltson Street	1/130
21	Sylvan	306 Nessa Street	1/130
22	Radnor	304 Nessa Street	1/130
23	Radnor	302 Nessa Street	1/130
24	Sylvan	300 Nessa Street	1/130
25	Sylvan	133 Fister Drive	1/130
26	Radnor	135 Fister Drive	1/130
27	Radnor	137 Fister Drive	1/130
28	Radnor	139 Fister Drive	1/130

Unit No.	FLOOR PLAN	STREET ADDRESS	Common Assessment Allocation
29	Radnor	141 Fister Drive	1/130
30	Sylvan	143 Fister Drive	1/130
31	Sylvan	145 Fister Drive	1/130
32	Radnor	147 Fister Drive	1/130
33	Radnor	149 Fister Drive	1/130
34	Sylvan	151 Fister Drive	1/130
35	Sylvan	153 Fister Drive	1/130
36	Radnor	155 Fister Drive	1/130
37	Radnor	157 Fister Drive	1/130
38	Radnor	159 Fister Drive	1/130
39	Radnor	161 Fister Drive	1/130
40	Sylvan	163 Fister Drive	1/130
41	Sylvan	165 Fister Drive	1/130
42	Radnor	167 Fister Drive	1/130
43	Radnor	169 Fister Drive	1/130
44	Sylvan	171 Fister Drive	1/130
45	Sylvan	173 Fister Drive	1/130
46	Radnor	175 Fister Drive	1/130
47	Radnor	177 Fister Drive	1/130
48	Sylvan	179 Fister Drive	1/130
49	Sylvan	181 Fister Drive	1/130
50	Radnor	183 Fister Drive	1/130
51	Radnor	185 Fister Drive	1/130
52	Radnor	187 Fister Drive	1/130
53	Radnor	189 Fister Drive	1/130
54	Sylvan	191 Fister Drive	1/130
55	Sylvan	193 Fister Drive	1/130
56	Radnor	195 Fister Drive	1/130
57	Radnor	197 Fister Drive	1/130
58	Radnor	199 Fister Drive	1/130
59	Radnor	201 Fister Drive	1/130
60	Sylvan	203 Fister Drive	1/130
61	Sylvan	521 Medwyk Drive	1/130
62	Radnor	523 Medwyk Drive	1/130
63	Radnor	525 Medwyk Drive	1/130
64	Radnor	527 Medwyk Drive	1/130
65	Radnor	529 Medwyk Drive	1/130
66	Sylvan	531 Medwyk Drive	1/130
67	Radnor	558 Medwyk Drive	1/130

Unit No.	FLOOR PLAN	STREET ADDRESS	Common Assessment Allocation
68	Radnor	556 Medwyk Drive	1/130
69	Radnor	554 Medwyk Drive	1/130
70	Radnor	552 Medwyk Drive	1/130
71	Radnor	550 Medwyk Drive	1/130
72	Radnor	548 Medwyk Drive	1/130
73	Radnor	546 Medwyk Drive	1/130
74	Radnor	544 Medwyk Drive	1/130
75	Radnor	542 Medwyk Drive	1/130
76	Radnor	540 Medwyk Drive	1/130
77	Radnor	538 Medwyk Drive	1/130
78	Radnor	536 Medwyk Drive	1/130
79	Radnor	534 Medwyk Drive	1/130
80	Radnor	532 Medwyk Drive	1/130
81	Radnor	530 Medwyk Drive	1/130
82	Radnor	528 Medwyk Drive	1/130
83	Radnor	526 Medwyk Drive	1/130
84	Radnor	524 Medwyk Drive	1/130
85	Radnor	522 Medwyk Drive	1/130
86	Radnor	520 Medwyk Drive	1/130
87	Radnor	518 Medwyk Drive	1/130
88	Radnor	516 Medwyk Drive	1/130
89	Radnor	514 Medwyk Drive	1/130
90	Radnor	512 Medwyk Drive	1/130
91	Radnor	510 Medwyk Drive	1/130
92	Radnor	508 Medwyk Drive	1/130
93	Radnor	506 Medwyk Drive	1/130
94	Radnor	504 Medwyk Drive	1/130
95	Radnor	502 Medwyk Drive	1/130
96	Radnor	500 Medwyk Drive	1/130
97	Radnor	166 Fister Drive	1/130
98	Radnor	164 Fister Drive	1/130
99	Radnor	162 Fister Drive	1/130
100	Radnor	160 Fister Drive	1/130
101	Radnor	158 Fister Drive	1/130
102	Radnor	156 Fister Drive	1/130
103	Radnor	154 Fister Drive	1/130
104	Radnor	152 Fister Drive	1/130
105	Radnor	150 Fister Drive	1/130
106	Radnor	148 Fister Drive	1/130



<b>Unit No.</b>	<b>FLOOR PLAN</b>	<b>STREET ADDRESS</b>	<b>Common Assessment Allocation</b>
107	Radnor	146 Fister Drive	1/130
108	Radnor	144 Fister Drive	1/130
109	Radnor	142 Fister Drive	1/130
110	Radnor	140 Fister Drive	1/130
111	Radnor	138 Fister Drive	1/130
112	Radnor	136 Fister Drive	1/130
113	Radnor	134 Fister Drive	1/130
114	Radnor	132 Fister Drive	1/130
115	Radnor	130 Fister Drive	1/130
116	Radnor	128 Fister Drive	1/130
117	Radnor	126 Fister Drive	1/130
118	Radnor	124 Fister Drive	1/130
119	Radnor	122 Fister Drive	1/130
120	Radnor	120 Fister Drive	1/130
121	Radnor	118 Fister Drive	1/130
122	Radnor	116 Fister Drive	1/130
123	Radnor	114 Fister Drive	1/130
124	Radnor	112 Fister Drive	1/130
125	Sylvan	110 Fister Drive	1/130
126	Radnor	108 Fister Drive	1/130
127	Radnor	106 Fister Drive	1/130
128	Radnor	104 Fister Drive	1/130
129	Radnor	102 Fister Drive	1/130
130	Sylvan	100 Fister Drive	1/130

True Copy Certification Form pursuant to T.C.A. 66-24-101(d) (3)

I, Hugh W. Entrekin, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on Jan. 11, 2022 (date of document).

H.W.E.

Affiant Signature

Jan 14, 2022

Date

State of Tennessee  
County of Davidson

Sworn to and subscribed before me this 14<sup>th</sup> day of Jan., 2022.

Allie Efferson

Notary's Signature

MY COMMISSION EXPIRES: 3.3.25

Notary's Seal (if on paper)

