

BK/PG: 2106/181-184

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4 PGS:AL-RESTRICTIVE COVENANTS	
HANNAH BATCH: 493919	
08/18/2021 - 08:00 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 11th Ave., N., Suite 600
Nashville, TN 37203

STATE OF TENNESSEE, WILSON COUNTY
JACKIE MURPHY
REGISTER OF DEEDS

**SECOND 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 Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Vineyard Grove and for Vineyard Grove Townhouses (this "Second 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 1st amendment thereto of record at Book 1909, page 1201 on September 30, 2019 (the "First Amendment," and collectively with the Original Declaration, 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:

1. The Development Property will contain certain Lots to be designated "Grandview Collection." The Grandview Collection Lots presently being made subject to this Second Amendment are as shown and further described on that certain Final Plat of Phase 2A, Vineyard Grove of record in the Register's Office for Wilson County, Tennessee at Book P30, Page 535 on June 2, 2021, a copy of which is attached hereto as **Exhibit A**.

2. The following provisions concerning maintenance responsibilities related to the Grandview Collection Lots shall be added to the Original Declaration at Article V, Section 5.6 as new Subsection g:

g. Grandview Collection Lot Maintenance. In addition to the maintenance provided by the Association, the Association shall be responsible for the following with respect to the Grandview Collection Lots: (i) mowing and landscape maintenance, such as fertilizing, edging, pruning, and re-mulching; and (ii) power washing and light caulking of exteriors (the "Additional Services"). If an Owner installs a fence in the yard, then the Association shall not be responsible for the mowing or maintenance of the enclosed yard space. The mowing and maintenance of such enclosed yard space and the costs related thereto shall be the responsibility of the Owner. The costs of the Additional Services shall be shared equally among the Owners of the Grandview Collection Lots. Notwithstanding the foregoing, the Owner shall be responsible for watering lawns and landscaping and shall be responsible for the cost of replacing dead or dying lawns and landscaping. The Association and the contractor hired by the Association to perform the Additional Services shall have an easement upon the Grandview Collection Lots for the purpose of performing the Additional Services.

3. The Lease provisions set forth in Article XI, Section 11.4 of the Original Declaration, as amended by the First Amendment, is hereby further amended to provide that the initial term for any and all leases within the Development Property shall not be less than ninety (90) days.


4. 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 Declarant 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**

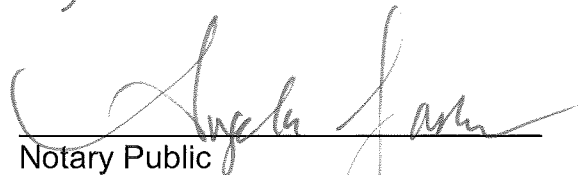
By: 
Print Name: KEVIN STURGILL

Its: VP OF LAND + 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 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 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 10th day of August, 20 21.


Notary Public

My Commission Expires: 8-22-2023



