

This Instrument prepared by
And upon Recording return to:

T. Chad White
Tune, Entrekin & White, PC
315 Deaderick Street, Suite 1700
Nashville, TN 37238

**FIRST 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 First Amendment to Declaration of Covenants, Conditions, and Restrictions for Vineyard Grove and for Vineyard Grove Townhouses (this "First 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; and

WHEREAS, the Development Property subject to this First 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 First 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 shall be removed in its entirety and replaced by 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. 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 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

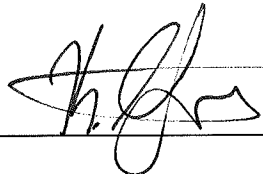
2. Except as amended herein, all terms and provisions of the Original Declaration, remain unmodified and in full force and effect. To the extent of any inconsistency between this First Amendment and the Original Declaration, this First Amendment shall control and prevail.

[Notarized Signature on Following Page]

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be duly executed as of the date set forth below.

DECLARANT:

**LENNAR HOMES OF TENNESSEE, LLC,
a Delaware limited liability company**

By: 

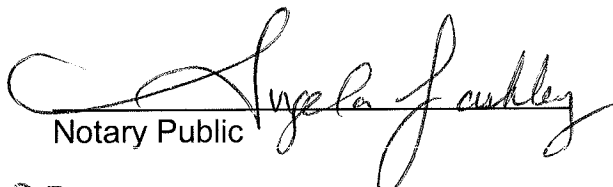
Print Name: KEVIN STURGILL

Its: DIRECTOR OF LAND

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 23rd day of September, 2019.


Notary Public

My Commission Expires: 8-22-2023

