

4 PGS : RESTRICTIVE COVENANTS	
HANNAH DENNY 561150 - 24137736	
06/28/2024 - 02:35 PM	
VALUE	
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
STATE of TENNESSEE, WILSON COUNTY	

JACKIE MURPHY
REGISTER OF DEEDS

This document was prepared by
And upon recording return to:

Tune, Entrekin & White, PC (SJB)
500 11th Ave. N., STE 600
Nashville, TN 37203

**FIRST AMENDMENT TO DECLARATION OF COVENANT, CONDITIONS AND
RESTRICTIONS FOR HAWKS LANDING**

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAWKS LANDING (hereinafter “First Amendment”) is made, entered into and published on or as of the date hereinafter set forth, by M/I HOMES OF NASHVILLE, LLC, a Tennessee limited liability company (hereinafter “Developer”).

WITNESSETH:

WHEREAS, the Developer previously established and recorded DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HAWKS LANDING of record in Book 2291, page 820-876, Register’s Office for Wilson County, Tennessee, (hereinafter the “Declaration”);

WHEREAS, the Developer retained the right to amend the Declaration in Article I, Section 1 and desires to amend same as provided herein;

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

- Article XI “Use Restrictions” Section 10, of the Declaration is hereby amended by replacing Section 10 entirely with the following: “No trailer, camper, garage, tent, shack barn, shed, carport, or other outbuilding shall be erected moved onto, stored or used on any Lot, nor shall any residence of a temporary character be permitted. Any detached structure must be located in the rear yard and approved by the ARC. Notwithstanding the foregoing or anything herein to the contrary, recitational vehicles (“RV”) shall be permitted to temporally park the upon a lot or community street adjacent to the owner’s lot so long as the RV is parked for the purpose of loading and unloading only. No RV shall be permitted to be used on any Lot or city street or Common Area located in the Development Property for the purpose of a habitaltional space. An RV may not remain parked on a Lot or elsewhere in the Development Property for over a single 24-hour period and nor shall an RV remain anywhere in the Development Property overnight, and Storage of the RV on a Lot, street or Common Area is strictly prohibited. The term RV shall include travel trailers, motor homes, pop-up trailers, toy hauler campers, or any other vehicle that contains a sleeping quarter. Any RV shall not be parked in a manner that it blocks or impedes traffic flow or access to a driveway or Common Area parking. The Board shall have the authority to remove any RV not in compliance with this section

from any lot or city street after providing an owner with a single notification of non-compliance. The Board shall have the authority to enter a lot for the purpose of the removal of the RV. All cost of removal of the RV including any cost assessed by the management company, towing company shall be the responsibility of the owner of the RV and the owner of the Lot upon which the RV was or is located.”

2. Except as modified herein, the Declaration is unmodified and remains in full force and effect.

[Signature on Next Page]

DEVELOPER:

M/I Homes of Nashville, LLC

By: _____

Name: John Hennebery
Title: Area President

STATE OF TENNESSEE)

COUNTY OF Williamson)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared John Hennebery 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 Area President ("Officer") of M/I Homes of Nashville, LLC, a Tennessee Limited Liability company (the "Entity"), and that he/she, as such Officer, being duly authorized to do so, executed the foregoing document for the purposes contained therein, by signing his/her name as such Officer acting on behalf of the Entity.

Witness my hand and official seal the 6th day of May, 2024.

Erika Root
NOTARY PUBLIC

My Commission Expires: 6 / 26 / 2027



Tennessee Certification of Electronic Document

I, Samuel S. Blanton, 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 5/6/24 (date of document).

Samuel S. Blanton
Affiant Signature

6/28/24
Date

State of Tennessee
County of Davidson

Sworn to and subscribed before me this 28th day of June, 2024.

Candace Croom
Notary's Signature

MY COMMISSION EXPIRES: 1-30-2027

