

3 PGS:AL-RESTRICTIONS

JANE BATCH: 377458 04/17/2026 - 10:01 AM

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 15.00

ARCHIVE FEE 0.00

DP FEE 2.00

REGISTER'S FEE 0.00

TOTAL AMOUNT 17.00

STATE OF TENNESSEE, MAURY COUNTY

JOHN FLEMING

REGISTER OF DEEDS

Plu Kaylee Harmon

This instrument prepared by
and upon recording return to:Tune, Entekin & White, P.C. (SJB)
500 11th Ave. N., Suite 600
Nashville, TN 37203

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HILLCREST**

This **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HILLCREST** (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 Delaware limited liability company (hereinafter "Declarant").

WITNESSETH:

WHEREAS, the Declarant previously established and recorded the Declaration of Covenants, Conditions and Restrictions for Hillcrest of record a Book R3047, Page 1018, Register's Office for Maury County, Tennessee (hereinafter the "Declaration"); and

WHEREAS, the Declarant retained the right to amend the Declaration in Article XIII, Section 2 of the Declaration without the consent, joinder, or approval of the Association, the Board, any Owner, or any other Person, and the Appointment Period (as defined in the Declaration) has not yet terminated; and

WHEREAS, the Declarant desires to amend the Declaration to add a new section to Article X (Improvement Restrictions) of the Declaration establishing standards and restrictions governing the location, style, type, and materials of fencing, walls, and hedges within the Development Property.

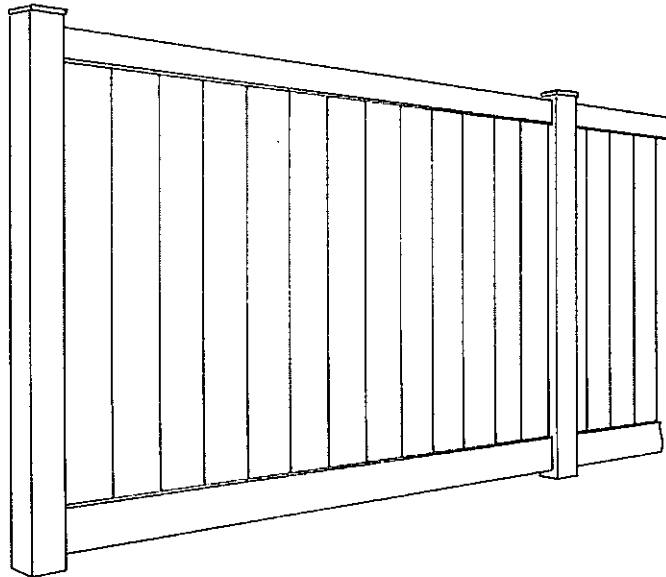
NOW, THEREFORE, for and in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Article X of the Declaration (Improvement Restrictions) is hereby amended by adding the following new Section at the end thereof:

20. Fencing, Walls, and Hedges. Location, style, type, and materials of fencing, walls, and/or hedges must be approved by the ARC. Privacy fences must be 6' white vinyl fences or high-quality Pine or Cedar wood. Wood fencing must be clear stained or painted to match the home trim within 90 days of installation. The Homeowner must keep fences in good condition, including cleaning, painting and repair to avoid weathered or neglected appearances. Style to be consistent with the image below. Black, aluminum fencing between 4' and 6' in height is permitted, subject to ARC approval. Fences must be installed either (a) no closer than twenty (20) feet behind

the foremost front corner of the dwelling, or (b) flush with the rear corner of the dwelling, unless otherwise approved by the ARC. For corner lots, no fence nor wall shall be erected or maintained nearer to the lot line facing the more minor side street than the side facing the dwelling.

Hedges, shrubbery or evergreens may be located nearer to the lots lines than fencing and walls, but their location must be approved by the ARC. No fence, wall, or hedge shall be allowed in any drainage easements that may exist on a Lot. No fence, wall or hedge shall be more than six (6) feet in height, unless otherwise approved. Concrete, chain link, and wire fences are specifically prohibited.



2. Except as modified herein, the Declaration is unmodified and remains in full force and effect. The recitals set forth above are material and incorporated herein by reference. Capitalized words not otherwise defined herein shall have the same definition as set forth in the Declaration.

[Signature on Following Page]

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be duly executed on the date set forth below.

DECLARANT:

M/I Homes of Nashville, LLC,
a Delaware limited liability company

By: [Signature]
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 himself to be the Area President (“Officer”) of M/I HOMES OF NASHVILLE, LLC, a Delaware 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 16th day of April, 2026.

[Signature]
NOTARY PUBLIC
My Commission Expires: 3 / 5 / 2030

