### SECOND AMENDMENT TO DECLARATION OF

## PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

#### FOR

#### THE MILL AT BOND SPRINGS



THIS SECOND AMENDMENT (the "Amendment"), is made by Bethesda Road, LLC, a Tennessee limited liability company, hereinafter sometimes referred to as the "Declarant".

### WITNESSETH:

WHEREAS, on the 12<sup>th</sup> day of May, 2020, the Declarant caused the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Mill at Bond Springs to be recorded in the Register's Office for Williamson County, Tennessee, which is of record in Book 7997, Page 130, said Register's Office, which was subsequently amended by First Amendment to Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Mill at Bond Springs, which is of record in Book 8047, page 383, said Register's Office (collectively the "Declaration"); and,

WHEREAS, Article X, Section 10.4 of the Declaration provides that the Declarant may unilaterally amend the DCCR without the joinder of any Owner for the purpose of, among other things: clarifying Declarant's original intent; and, making changes which, in Declarant's opinion, serve the best interests of the community; provided, however, that no such amendment shall materially affect any Owner's interest in the Association; and,

WHEREAS, the Declarant now desires to amend the DCCR as set forth herein.

**NOW, THEREFORE**, the Declarant declares that, in accordance with the provisions of Article X, Section 10.4 of the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for The Mill at Bond Springs shall be amended as herein set forth.

1. Article VII, Sec. 8.1.4, <u>Signage</u> shall be, and hereby is, amended by deleting said Section in its entirety and replacing it with the following:

## "8.1.4 Signage:

- "(1) No sign, poster, banner, or flag of any kind shall be displayed to the public view on any Lot. Notwithstanding the foregoing:
- "(a) one (1) sign or banner of not more than nine (9) square feet advertising the property for sale shall be permitted during the period in which the property is actively being marketed for sale and for a reasonable, and for a period not to exceed fourteen (14) days prior. Said sign shall be removed no later than the date the closing of the sale occurs; and,

"(b) one (1) sign or banner of not more than four (4) square feet, or one (1) flag of not more than fifteen (15) square feet, promoting any political candidate, party, ideology, or the like or which expresses any political opinion shall be permitted for a period not to exceed forty-five (45) days before an election, and shall be removed no later than seven (7) days after said election; and,

"(c) one (1) flag of not more than fifteen (15) square feet supporting the Lot Owner's favorite college or professional sports team shall be permitted to be flown beginning at 5:00 pm, local time, on the day before the day on which a game in which such team is a participant is played (the "gameday"), and which must be remove no later than 8:00 am, local time, on the day after the gameday.

"Nothing in this Section shall be deemed or construed to prohibit the flying of the flag of the United States of America, the State of Tennessee, or an official or replica flag of any branch of the United States armed forces, provided that the same are no larger than three (3) feet wide by five (5) feet long and are flown in accordance with the applicable laws of the United States and the State of Tennessee concerning the flying of such flag.

- "(2) No signs, posters, banners, or flags may be installed by an Owner on any of the Common Areas.
- "(3) No permitted sign, poster, banner, or flag or the manner in which such sign, poster, banner, or flag may be displayed shall cause any nuisance.
- "(4) Nothing in this Section 8.1.4 shall be deemed or construed to apply to signs, posters, banners, or flags used by a Declarant or a Builder to advertise the Property during any construction or sale period."
  - 2. In all other respects the DCCR for The Mill at Bond Springs shall remain unchanged.
  - 3. The DCCR for The Mill at Bond Springs, as herein amended, is ratified and affirmed.

IN WITNESS WHEREOF, the undersigned Declarant, Bethesda Road, LLC, a Tennessee limited liability company, has hereunto set its signature on this day of \_\_\_\_\_\_\_, 2022.

**BETHESDA ROAD**, **LLC**, a Tennessee limited liability company

By: Kenneth Green

Its: Authorized Representative

# STATE OF TENNESSEE COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared Kenneth Green, 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 Authorized Representative of Bethesda Road, LLC, the within named bargainor, a limited liability company, and that he as such Authorized Representative, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Authorized Representative.

Witness my hand, at Franklin, Tennessee, this 22 day of Franklin

Notary Public

My Commis

BK: 8918 PG: 181-183 22008872

3 PGS:AL-RESTRICTIONS	
B59084	
02/23/2022 - 08:54 AM	
BATCH	859084
MORTGAGE TAX	0,00
TRANSFER TAX	0.00
RECORDING FEE	15,00
DP FEE	2,00
REGISTER'S FEE	0,00
TOTAL AMOUNT	17.00

STATE OF TENNESSEE, WILLIAMSON COUNTY SHERRY ANDERSON
REGISTER OF DEEDS

This instrument prepared by: Jackson M. Welch, Jr. Hartzog & Silva, PLLC 123 Fifth Avenue North Franklin, TN 37064