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3 Page RESTRICTIONS
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TOTAL FEES \$19.00

State of Tennessee Hamilton County
Register of Deeds
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The information identifying the preparer is included solely for the purpose of complying with the requirements of T.C.A. 66-24-115.

PREPARED BY: GEORGE N. MCCOIN, ATTORNEY AT LAW
10 CHURCH STREET-SUITE 200, CLEVELAND, TN 37311 423/339-3042

First Amendment to Covenants and Restrictions of Hawks Landing

HK developers, LLC, a Tennessee limited liability company, as the Developer and landowner imposed covenants and restrictions upon the land now known as Hawks Landing as shown in plat book 89, page 965 in the Register of deed's office of Hamilton County, Tennessee. Said covenants and restrictions are recorded in book 8682 page 965 in the Register of deed's office of Hamilton County, Tennessee. In Article 9.02 of the covenants and restrictions, HK Developers reserved the right to modify and amend the covenants and restrictions prior to the date that the governing authority for the development is transferred to the homeowners' association. As of the date of this amendment, Developer still retains the governing authority for the development. Further, the developer still holds a controlling voting membership through the Developer's ownership of land and lots.

Now therefore, Developer amends the covenants restrictions by this First Amendment. The amendment is set out in attached exhibit A, attached hereto and incorporated this reference titled "First Amendment to Covenants and Restrictions Of Hawks Landing Subdivision, Hamilton County, Tennessee".

This amendment shall take effect upon recording in the Register of Deed's office of Hamilton County, Tennessee.

Approved this October 14, 2015.

HK DEVELOPERS, LLC
a TN Limited Liability Company

Dipak Patel
by: Dipak Patel
title: Member

STATE OF TENNESSEE
COUNTY OF Bradley

Before me, the undersigned, a notary public within and for said county and state duly commissioned and qualified, personally appeared Dipak Patel, with whom I am personally acquainted, and who, upon his oath, acknowledged himself to be the member of HK DEVELOPERS, LLC, the within named bargainer, and he as such member, being duly authorized to so do, executed the foregoing instrument for the purposes therein contained, by subscribing thereto the name of the Limited Liability Corporation (LLC) by himself as Member.

WITNESS my hand and notarial seal at my office in Cleveland, Tennessee, this 14 day of October, 2015.

Michael S. Bryant
Notary Public

September 17, 2017
My Commission Expires:



**FIRST AMENDMENT TO COVENANTS AND RESTRICTIONS OF
HAWKS LANDING SUBDIVISION, RECORDED IN BOOK 8682,
PAGE 965, HAMILTON COUNTY, TENNESSEE**

3.09 **Setback Requirements.** No Residence shall be located on any one of the Subdivision Lots nearer than fifteen (15) feet to the front line, nor set off the rear boundary line less than twenty-five (25) feet, and twenty (20) feet from any side street line (e.g. corner lots), nor nearer than one (1) foot to any side lot line (so long as there is not a house closer than ten [10] feet to the property line). All construction must meet all governmental requirements, and such governmental requirements shall control. No Residence shall encroach on any easement in the Subdivision.

3.11 **No Offensive Activity— Parking.** No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the Subdivision. In particular, boats, tractor trucks, motor homes, inoperative or abandoned automobiles, commercial vehicles, campers and/or camping trailers shall not be frequently or habitually parked on a driveway located on any Lot within the Subdivision. Nor shall the owner of a Lot park a boat, tractor truck, motor home, inoperative or abandoned automobile, commercial vehicle, camper and/or camping trailer in the streets or driveways therein, or carry on any major repairs to any automobile, boat or other vehicle in a driveway or street in the subdivision. Overnight parking of any vehicle in the streets of the Subdivision is strictly prohibited at all times.

3.17 **Animals & Alcohol.** No sheep, poultry, goats, swine, horses, cattle, burros, fowl or any like animals shall be permitted to be kept or to remain on any of the Lots in the Subdivision, or to roam at large on any of the streets or ways in or bordering the same. There shall be no commercial breeding of domestic pets. Pet owners shall not allow pets to roam unattended. The pet owner shall muzzle any pet which consistently barks. If barking persists, the pet owner shall have the pet removed from the Development. If the pet owner refuses, it shall be deemed an "Offensive Activity". Nothing contained herein shall be deemed to permit the keeping of an unreasonable number of pets, or the keeping of any animal deemed to be a danger to other residents. Pet owners are responsible for immediately "cleaning up (pet excrement)" after their pets that are in public areas (sidewalks, community areas, etc.).

No liquor, beer, wine, or other intoxicating substances shall be sold within the bounds of said Subdivision. No alcoholic beverages shall be allowed in or around the pool, clubhouse, or community areas.

3.38 **Decks.** All exterior wood decks and railings on Dwelling Units must be water sealed and/or stained in accordance with the requirements of the DEVELOPER.

These amendments have been duly adopted except as amended by these specific amendments. The remaining provisions remain in full force and effect.

Dipak Patel
HK DEVELOPERS, LLC

By: Dipak Patel
Its: Member

True Copy Certification

I, GEORGE N. Mc COIN, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

George N. Mc Coin
(Signature)

State of Tennessee

County of Bradley

Personally appeared before me, MARGRET G. DECKER a notary public for this county and state, GEORGE N. Mc COIN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Margret G. Decker
(Notary's signature)

My commission expires: 8/6/18

SEAL

Simplifile Certification

