

Record Book
264 Pg 231

**DECLARATION OF RESTRICTIVE COVENANTS FOR
THE RESERVE AT HIGH FOREST, PHASE 1**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 31st day of August, 2023, **THE RESERVE AT HIGH FOREST LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the owner of the real property conveyed to it by Special Warranty deed of record in Book 261, Page 26 in the Register's Office for Lewis County, Tennessee, a portion of which ("Property") is more fully described on the Amended Plat of record in Plat Cabinet C, Pages 25-27 in the Register's Office for Lewis County, Tennessee ("Plat"), and by this reference incorporated herein, which has been or is intended to be developed into a residential subdivision (individual lots shown on the Plat are hereinafter sometimes referred to as "Lots"); and

Declarant deems it desirable to subject the Property to restrictive covenants in order to maintain a quality ownership and use experience of the Property, and for the purpose of, among other things, maintaining and controlling the use and improvement of the Property; and

Declarant declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with and be binding upon the Property and all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property. Any grantee of any interest in any Lot, by accepting ownership thereof, accepts the same subject to Restrictive Covenants and agrees on its own behalf, and on behalf of its heirs, successors and assigns, to be bound by each of the covenants, restrictions, reservations, and servitudes jointly, separately, and severally.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them ("Owners") and the Declarant, its successors and assigns.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property and of all persons who now are or may hereafter become Owners, the

following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

Restriction.

All Lots shall be subject to the following restrictive covenants, which shall run with the land:

1. No mobile homes, or manufactured homes built under federal mobile home regulations shall be allowed on any Lot. Modular homes that are manufactured in climate controlled facilities, shipped to and assembled on site and placed on a permanent foundation and are not built on a permanent chassis shall be allowed as shall be stick-built homes. Recreational vehicles that are at all times fully mobile under their own power and travel-trailers which remain at all times immediately towable shall be allowed. Park-model homes built under recreational vehicle regulations shall be permitted.

2. An annual road maintenance fee of \$1000.00 shall be assessed against any Lot of which any portion abuts any private road shown on the plat. Such assessment shall be paid by the Owners thereof to TRHF, Inc. or its successors or assigns. Such assessment shall be an automatic lien upon each Lot until paid. If necessary or desirable to maintain the private roads shown on the Plat, the annual road maintenance fee may be increased from time to time by TRHF, Inc. or its successors or assigns in its reasonable discretion. The annual assessment is due and payable in advance in January of each year. If an annual assessment is not paid when due, a late payment penalty of one and one-half (1.50) percent per month of any unpaid assessment (or the highest rate allowed by law, whichever is less) is hereby imposed and assessed for each month or any part of a month that such amount remains unpaid.

3. The right and obligation to assess and collect the road maintenance fee and maintain the private roads within Property shall be transferable and assignable by TRHF, Inc. at its sole and absolute discretion.

4. If any Lot that is subject to a road maintenance assessment is subdivided or resubdivided, an annual road maintenance fee will be assessed against each newly created Lot.

5. Trash or garbage shall not be allowed on any Lot other than in animal-proof garbage cans which shall be emptied at least twice monthly, and no trash or garbage shall be placed upon any Lot that is not currently occupied by the Owner or Owner's invitee ("Illegal Trash").

6. TRHF, Inc. or its successors or assigns, and any other Lot Owner shall have the right, but not the obligation, to remove or cause to be removed any Illegal Trash at the Lot Owner's expense.

These restrictive covenants shall become effective upon recordation of this instrument in the Register's Office for Lewis County, Tennessee, and continue thereafter and shall terminate fifty (50) years after the date of recordation.

Each and every one of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

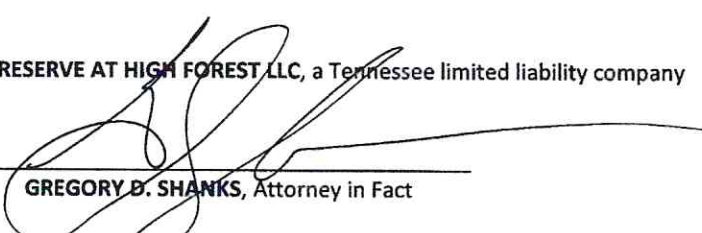
The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time. Additional property which is not presently a part of the Property may be added to and become subject to this Declaration at any time as desired by the Declarant. The decision to include additional property to be subject to this Declaration shall be at the sole discretion of Declarant. Declarant may subsequently acquire additional land adjacent or contiguous to the Property or in the vicinity of the Property and may incorporate some or all of such additional land into this Declaration, but Declarant is under no obligation to incorporate any such additional land into this Declaration.

The Term Declarant as used herein shall also include any successor, designee or assignee of Declarant to which all or any portion of Declarant's rights or responsibilities hereunder have been transferred, delegated or assigned.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and date first above written.

THE RESERVE AT HIGH FOREST LLC, a Tennessee limited liability company

By:


GREGORY D. SHANKS, Attorney in Fact

Executed pursuant a Power of Attorney from The Reserve At High Forest LLC to Gregory D. Shanks, dated April 26, 2023, of record in Book 259, Page 119 in the Register's Office for Lewis County, Tennessee.

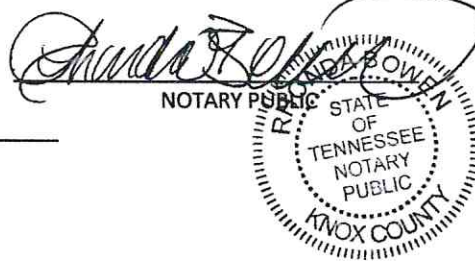
STATE OF TENNESSEE)

: ss.

COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared GREGORY D. SHANKS, 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 ATTORNEY-IN-FACT FOR THE RESERVE AT HIGH FOREST LLC, the within named bargainor, a Tennessee limited liability company, and that he as such ATTORNEY-IN-FACT, executed the foregoing instrument in behalf of THE RESERVE AT HIGH FOREST LLC and acknowledged that she executed the same as the free act and deed of said THE HE RESERVE A HIGH FOREST LLC.

Witness my hand and seal, at office in Knox County, this the 31st day of August, 2023.



My Commission Expires: 8/3/24

CHERYL STAGGS, Register
Lewis County Tennessee
Rec #: 63183
Rec'd: 20.00
State: 0.00
Clerk: 0.00
Other: 2.00
Total: 22.00
Instrument #: 63241
Recorded
9/1/2023 at 1:15 PM
in Record Book
264
PGS 231-234

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR
THE RESERVE AT HIGH FOREST**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, (the "Declaration") is made as of the 3rd day of November, 2023, by **THE RESERVE AT HIGH FOREST LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the developer of real property ("Property") conveyed to it by Special Warranty Deed of record in Book 261, Page 26 in the Register's Office for Lewis County, Tennessee, a portion of which has been or is intended to be developed into a recreational and residential subdivision known as The Reserve at High Forest (individual lots shown on the recorded plats of The Reserve at High Forest are hereinafter sometimes referred to as "Lots"); and

Portions of the Property have been subjected to Restrictive Covenants which are of record in Book 264, Page 231 in the Register's Office for Lewis County, Tennessee ("Restrictions"); and

Declarant is the Declarant under the Restrictions and pursuant to the Restrictions, Declarant "for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time".

The Restrictions shall be and are hereby amended to provide that TRHF, inc. shall be responsible for the cost, upkeep and maintenance of the private roads shown on any Plat for any unit or phase within the Property unless and until such responsibility, along with the right to collect assessments, is transferred and assigned to another Party which shall accept such transfer and assignment in a writing properly executed, acknowledged and recorded in the Register's Office for Lewis County, Tennessee.

The Restrictions shall be and are hereby further amended to provide that the lien of any road maintenance fee encumbering any Lot shall be subordinate to the lien of any first mortgage deed of trust encumbering a Lot that secures a commercial lender that regularly makes residential loans.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them ("Owners") and the Declarant, its successors and assigns.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the

observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

This Declaration shall become retroactively effective upon recordation of this instrument in the Register's Office for Lewis County, Tennessee, and continue thereafter and shall terminate fifty (50) years after the date of recordation of the Restrictions.

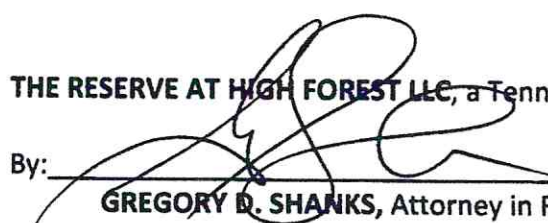
Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, to alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time.

The Term Declarant as used herein shall also include any successor, designee or assignee of Declarant to which all or any portion of Declarant's rights or responsibilities hereunder have been transferred, delegated or assigned.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and date first above written.

THE RESERVE AT HIGH FOREST LLC, a Tennessee limited liability company

By: 

GREGORY D. SHANKS, Attorney in Fact

Pursuant to Power of Attorney of record in Book 259, Page 119 in the Register's Office for Lewis County, Tennessee

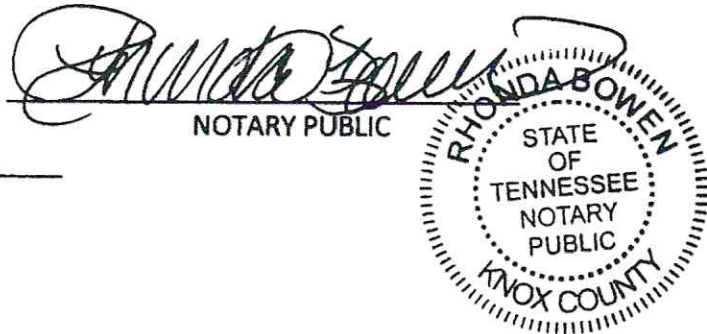
STATE OF TENNESSEE)

: ss.

COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **GREGORY D. SHANKS**, 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 ATTORNEY-IN-FACT FOR THE RESERVE AT HIGH FOREST LLC, the within named bargainor, a Tennessee limited liability company, and that he as such ATTORNEY-IN-FACT, executed the foregoing instrument in behalf of THE RESERVE AT HIGH FOREST LLC and acknowledged that she executed the same as the free act and deed of said THE RESERVE AT HIGH FOREST LLC.

Witness my hand and seal, at office in Knox County, this the 3rd day of November, 2023.



My Commission Expires: 8/3/24

CHERYL STAGGS, Register
Lewis County Tennessee

Rec #:	63776	Instrument #:	63834
Rec'd:	15.00	Recorded	
State:	0.00	11/6/2023 at 11:33 AM	
Clerk:	0.00	in Record Book	
Other:	2.00		
Total:	17.00		

PGS 889-891

This Instrument prepared by:
Shanks and Blackstock, Attorneys
406 Union Avenue, Suite 600
Knoxville, Tennessee 37902

WICKI L. SIMMONS, REGISTER
Lewis County Tennessee
Rec #: 63838
Rec'd: 15.00
State: 0.00
Clerk: 0.00
Other: 2.00
Total: 17.00
Instrument #: 63836
Recorded
11/14/2023 at 1:44 PM
in Record Book
267
PGS 317-319

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR
THE RESERVE AT HIGH FOREST**

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267 Pg 317

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, (the "Declaration") is made as of the 10th day of November, 2023, by **THE RESERVE AT HIGH FOREST LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the developer of real property ("Property") conveyed to it by Special Warranty Deed of record in Book 261, Page 26 in the Register's Office for Lewis County, Tennessee, a portion of which is more fully described on the Plat of record in Plat C, Pages 32-34 in the Register's Office for Lewis County, Tennessee ("Phase II Plat"), and by this reference incorporated herein, which has been or is intended to be developed into a recreational and residential subdivision (individual lots shown on the Phase II Plat are hereinafter sometimes referred to as "Lots"); and

Portions of the Property have been subjected to Restrictive Covenants which are of record in Book 264, Page 231 and Book 266, Page 889 in the Register's Office for Lewis County, Tennessee ("Restrictions"); and

Declarant is the Declarant under the Restrictions and pursuant to the Restrictions, Declarant "for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time".

Declarant desires to subject additional property ("Phase II") to the Restrictions as herein amended, said property being more particularly set forth and described on the Phase II Plat.

Declarant hereby declares that all of Phase II shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the Restrictions which shall run with, and be binding upon, Phase II and all parties having any right, title or interest in Phase II or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property. Any grantee of any interest in any Lot, by accepting ownership thereof, accepts the same subject to the Restrictions and agrees on its own behalf, and on behalf of its heirs, successors and assigns, to be bound by each of the covenants, restrictions, reservations, and servitudes jointly, separately, and severally.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them ("Owners") and the Declarant, its successors and assigns.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

This Declaration shall become effective upon recordation of this instrument in the Register's Office for Lewis County, Tennessee, and continue thereafter and shall terminate fifty (50) years after the date of recordation of the Restrictions.

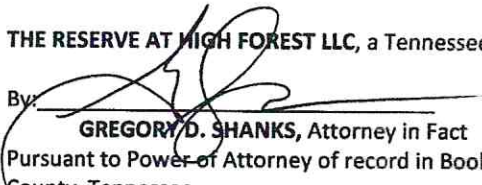
Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, to alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time.

The Term Declarant as used herein shall also include any successor, designee or assignee of Declarant to which all or any portion of Declarant's rights or responsibilities hereunder have been transferred, delegated or assigned.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and date first above written.

THE RESERVE AT HIGH FOREST LLC, a Tennessee limited liability company

By: 

GREGORY D. SHANKS, Attorney in Fact

Pursuant to Power of Attorney of record in Book 259, Page 119 in the Register's Office for Lewis County, Tennessee

STATE OF TENNESSEE)

: ss.

COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **GREGORY D. SHANKS**, 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 ATTORNEY-IN-FACT FOR THE RESERVE AT HIGH FOREST LLC, the within named bargainor, a Tennessee limited liability company, and that he as such ATTORNEY-IN-FACT, executed the foregoing instrument in behalf of THE RESERVE AT HIGH FOREST LLC and acknowledged that she executed the same as the free act and deed of said THE RESERVE AT HIGH FOREST LLC.

Witness my hand and seal, at office in Knox County, this the 10th day of November, 2023.


NOTARY PUBLIC

My Commission Expires: 8/3/24



**FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR THE RESERVE AT
HIGH FOREST**

THIS FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made as of the 5th day of April, 2024, by **THE RESERVE AT HIGH FOREST LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the developer of real property ("Property") conveyed to it by Special Warranty Deed of record in Book 261, Page 26 in the Register's Office for Lewis County, Tennessee, a portion of which is more fully described on the Plat of record in Plat C, Page 35 in the Register's Office for Lewis County, Tennessee ("Revised Plat"), the Plat of record in Plat Cabinet C, Page 25-27 ("Phase I Plat"), the Plat of record in Plat Cabinet C, Page 32-34 ("Phase II Plat"), the Plat of record in Plat Cabinet C, Page 36 ("Phase III Plat"), and by Plat of record in Plat Cabinet C, Page 39 ("Phase IV Plat") by this reference incorporated herein, which is being developed into a recreational and residential subdivision; and

Portions of the Property have been subjected to Restrictive Covenants which are of record in Record Book 264, Page 231, Record Book 266, Page 889, Record Book 267, Page 317, Record Book 268, Page 279, Record Book 268, Page 364, and Record Book 269, Page 783, all in the Register's Office for Lewis County, Tennessee (collectively "Restrictions"); and

Declarant is the Declarant under the Restrictions and pursuant to the Restrictions, Declarant "for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time".

Declarant desires to subject additional property ("Phase IV") to the Restrictions as herein amended, said property being more particularly set forth and described on the Phase IV Plat.

Declarant hereby declares that all of Phase IV shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the Restrictions which shall run with, and be binding upon, Phase IV and all parties having any right, title or interest in Phase IV or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property. Any grantee of any interest in any Lot, by accepting ownership thereof, accepts the same subject to the Restrictions and agrees on its own behalf, and on behalf of its heirs, successors and assigns, to be bound by each of the covenants, restrictions, reservations, and servitudes jointly, separately, and severally.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot and all others claiming under or through them ("Owners") and the Declarant, its successors and assigns.

It is hereby declared that irreparable harm will result to the Declarant and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

This Declaration shall become effective upon recordation of this instrument in the Register's Office for Lewis County, Tennessee, and continue thereafter and shall terminate fifty (50) years after the date of recordation of the Restrictions.

Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, to alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time.

The Term Declarant as used herein shall also include any successor, designee or assignee of Declarant to which all or any portion of Declarant's rights or responsibilities hereunder have been transferred, delegated or assigned.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and date first above written.

THE RESERVE AT HIGH FOREST LLC, a Tennessee limited liability company

By: _____

GREGORY D. SHANKS, Attorney in Fact

Pursuant to Power of Attorney of record in Book 259, Page 119 in the Register's Office for Lewis County, Tennessee.

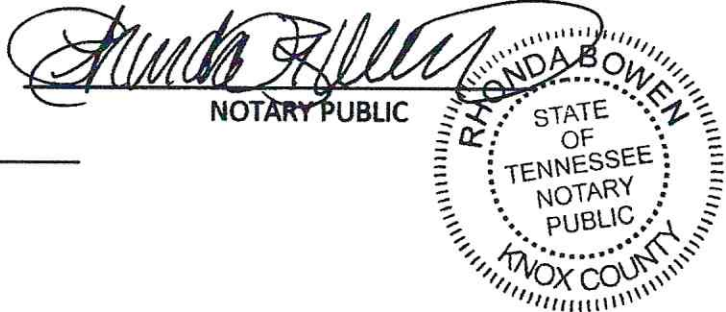
STATE OF TENNESSEE)

: ss.

COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **GREGORY D. SHANKS**, 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 ATTORNEY-IN-FACT FOR THE RESERVE AT HIGH FOREST LLC, the within named bargainor, a Tennessee limited liability company, and that he as such ATTORNEY-IN-FACT, executed the foregoing instrument in behalf of THE RESERVE AT HIGH FOREST LLC and acknowledged that she executed the same as the free act and deed of said THE RESERVE AT HIGH FOREST LLC.

Witness my hand and seal, at office in Knox County, this the 5th day of April, 2024.



My Commission Expires: 8/3/24

F:\GDS\Macri\1 High Forest Lewis County 2023\Restrictions\5th Amendment 4-4-24.docx

CHERYL STAGGS, Register
Lewis County Tennessee

Rec #:	64866	Instrument #:	64924
Rec'd:	15.00	Recorded	
State:	0.00	4/8/2024 at 12:41 PM	
Clerk:	0.00	in Record Book	
Other:	2.00		
Total:	17.00		

PGS 422-424

This Instrument prepared by:
Shanks and Blackstock, Attorneys
406 Union Avenue, Suite 600
Knoxville, Tennessee 37902

Lewis County Tennessee
Rec #: 64058
Rec'd: 60.00
State: 0.18
Clerk: 1.00
Other: 2.00
Total: 63.18
Instrument #: 64116
Recorded
12/15/2023 at 3:46 PM
in Record Book
268
PGS 364-366

AMENDED AND RESTATED THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR THE RESERVE AT HIGH FOREST

THIS AMENDED AND RESTATED THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made as of the 14th day of December, 2023, by **THE RESERVE AT HIGH FOREST LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the developer of real property ("Property") conveyed to it by Special Warranty Deed of record in Book 261, Page 26 in the Register's Office for Lewis County, Tennessee, a portion of which is more fully described on the Plat of record in Plat C, Page 35 in the Register's Office for Lewis County, Tennessee ("Revised Plat"), the Plat of record in Plat Cabinet C, Page 25-27 ("Phase I Plat"), and the Plat of record in Plat Cabinet C, Page 32-34 ("Phase II Plat") by this reference incorporated herein, which is being developed into a recreational and residential subdivision; and

Portions of the Property have been subjected to Restrictive Covenants which are of record in Record Book 264, Page 231, Record Book 266, Page 889, Record Book 267, Page 317, and Record Book 268, Page 279, all in the Register's Office for Lewis County, Tennessee ("Restrictions"); and

Declarant is the Declarant under the Restrictions and pursuant to the Restrictions, Declarant "for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time".

Declarant desires to, and does hereby amend and restate in its entirety the Third Amendment to Declaration of Restrictive Covenants for The Reserve At High Forest of record in Record Book 268, Page 279 in the Register's Office for Lewis County, Tennessee.

Declarant desires to amend the Restrictions by i) making the Restrictions applicable to the Revised Plat which replats Lots 55 and 56 of The Reserve at High Forest which were originally shown on the Phase I Plat; ii) making additional terms applicable to Pinewood Drive and the lots adjacent thereto as shown on the Phase I Plat and the Revised Plat, and iii) clarifying the nature and extent of the access to and from the lots shown on the Phase I Plat, the Revised Plat and the Phase II Plat.

Declarant hereby amends the Restrictions by declaring that all of Pinewood Drive as shown on the Revised Plat is subject to a claim by an adjacent landowner (currently GMO Threshold Timber Tennessee, LLC, formerly Champion International Corporation) of a prescriptive easement for ingress, egress and regress, which in the future may be acknowledged and/or confirmed in whole or in part by the Declarant. Lot 55 and Lot 56 as shown on the Revised

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Plat, and Lot 53, Lot 54, Lot 57, Lot 58 as shown on the Phase I Plat are affected by said claim of a prescriptive easement.

The Declarant does also hereby amend the Restrictions by declaring that Pinewood Drive, Summit Drive and Fox Ridge Drive as shown on the Phase I Plat and the Revised Plat, and Auburn Drive and Hillbrook Drive as shown on the Phase II Plat, are private roads hereby dedicated as a joint, permanent and perpetual easement for the use and benefit of the owners and their successors in title (and their invitees) of all lots reflected upon the Phase I Plat, the Revised Plat and the Phase II Plat, and shall be for ingress, egress and regress from and to their respective lots from and to a public road, and shall be an appurtenance to said lots.

This Declaration shall become effective upon recordation of this instrument in the Register's Office for Lewis County, Tennessee, retroactive to August 29, 2023, and continue thereafter and shall terminate fifty (50) years after the date of recordation of the Restrictions.

Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, to alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time.

The Term Declarant as used herein shall also include any successor, designee or assignee of Declarant to which all or any portion of Declarant's rights or responsibilities hereunder have been transferred, delegated or assigned.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on the day and date first above written.

THE RESERVE AT HIGH FOREST LLC, a Tennessee limited liability company

By:


GREGORY D. SHANKS, Attorney in Fact

Pursuant to Power of Attorney of record in Book 259, Page 119 in the Register's Office for Lewis County, Tennessee.

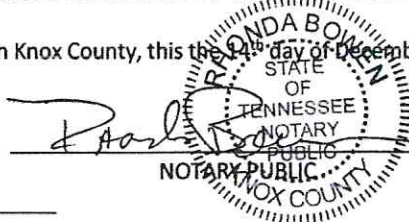
STATE OF TENNESSEE)

: ss.

COUNTY OF KNOX)

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **GREGORY D. SHANKS**, 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 ATTORNEY-IN-FACT FOR THE RESERVE AT HIGH FOREST LLC, the within named bargainor, a Tennessee limited liability company, and that he as such ATTORNEY-IN-FACT, executed the foregoing instrument in behalf of THE RESERVE AT HIGH FOREST LLC and acknowledged that she executed the same as the free act and deed of said THE RESERVE AT HIGH FOREST LLC.

Witness my hand and seal, at office in Knox County, this the 14th day of December, 2023.



My Commission Expires: 8-3-24

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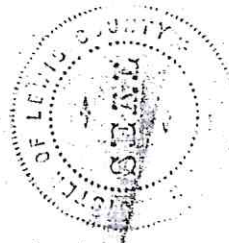
for this transfer, or value of the property or interest in property transferred, whichever is greater, is \$ 50.00 which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair and voluntary sale.

Rich Roeder
Affiant

Subscribed and sworn to before me this the 15 day

* December, 2023.

Cheryl Stagg
Notary Public of Knox



THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, (the "Declaration") is made as of the 8th day of December, 2023, by **THE RESERVE AT HIGH FOREST LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the developer of real property ("Property") conveyed to it by Special Warranty Deed of record in Book 261, Page 26 in the Register's Office for Lewis County, Tennessee, a portion of which is more fully described on the Plat of record in Plat C, Page 35 in the Register's Office for Lewis County, Tennessee ("Revised Plat"), and Plat Cabinet C, Page 25-27 ("Phase I Plat") and by this reference incorporated herein, which is being developed into a recreational and residential subdivision; and

Portions of the Property have been subjected to Restrictive Covenants which are of record in Book 264, Page 231, Book 266, Page 889, and Book 267, Page 317, all in the Register's Office for Lewis County, Tennessee ("Restrictions"); and

Declarant is the Declarant under the Restrictions and pursuant to the Restrictions, Declarant "for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time".

Declarant desires to amend the Restrictions by i) making the Restrictions applicable to the Revised Plat which replats Lots 55 and 56 of The Reserve at High Forest which were originally shown on the Phase I Plat, and ii) making additional terms applicable to Pinewood Drive and the lots adjacent thereto as shown on the Phase I Plat and the Revised Plat.

Declarant hereby amends the Restrictions by declaring that all of Pinewood Drive as shown on the Revised Plat is subject to a claim by an adjacent landowner (currently **GMO Threshold Timber Tennessee, LLC**, formerly **Champion International Corporation**) of a prescriptive easement for ingress, egress and regress, which in the future may be acknowledged and/or confirmed in whole or in part by the Declarant. Lot 55 and Lot 56 as shown on the Revised Plat, and Lot 53, Lot 54, Lot 57, Lot 58 as shown on the Phase I Plat are affected by this Declaration.

The Declarant does also hereby amends the Restrictions by declaring that Pinewood Drive, Summit Drive and Fox Ridge Drive as shown on the Phase I Plat and the Revised Plat, and Auburn Drive and Hillbrook Drive as shown on the Plat of Phase II of The Reserve at High Forest which is of record in Plat Cabinet C, Page 32-34 in the Register's Office for Lewis County, Tennessee, are private roads dedicated to the use and benefit of the owners (and their invitees).