

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR
THE WOODLANDS AT BUFFALO RIVER SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 29th day of November, 2021, by **THE WOODLANDS AT BUFFALO RIVER, 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 D35, Page 919 in the Register's Office for Perry County, Tennessee, a portion of which is more fully described on the Plat of record in Plat Book P2, Page 96 in the Register's Office for Perry County, Tennessee ("Plat") and which has been developed into a residential subdivision known as The Woodlands at Buffalo River, Phase I, and by this reference incorporated herein, (individual lots shown on the Plat are hereinafter sometimes referred to as "Lots"); and

The Woodlands at Buffalo River, Phase I has been subjected to Restrictive Covenants of record in Book M19, Page 362, in the Register's Office for Perry County, Tennessee (collectively "Restrictive Covenants").

Declarant deems it desirable to subject the property reflected on the Plat to additional restrictive covenants in order to maintain a quality ownership and use experience of the Property.

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

Now therefore, Declarant does here amend the Restrictive Covenants so as to include the following restrictive covenant:

Trash or garbage shall not be allowed on any Lot other than in bear-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").

TWBR, 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.

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 WOODLANDS AT BUFFALO RIVER LLC, a Tennessee limited liability company

By: GREGORY D. SHANKS, Attorney in Fact

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 WOODLANDS AT BUFFALO RIVER 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 WOODLANDS AT BUFFALO RIVER LLC and acknowledged that she executed the same as the free act and deed of said THE WOODLANDS AT BUFFALO RIVER LLC.

Witness my hand and seal, at office in Knox County, this the 29th day of November, 2021.

[Signature]
NOTARY PUBLIC
STATE OF TENNESSEE
NOTARY PUBLIC
KNOX COUNTY

My Commission Expires: 8/3/24

BK/PG: M19/385-386
21002047
2 PGS:AL-RESTRICTIONS
PATRICIA BATCH: 30105
12/03/2021 - 11:40 AM
VALUE 0.00
MORTGAGE TAX 0.00
TRANSFER TAX 0.00
RECORDING FEE 10.00
DP FEE 2.00
REGISTER'S FEE 0.00
TOTAL AMOUNT 12.00
STATE OF TENNESSEE, PERRY COUNTY
PATRICIA W. BELL
REGISTER OF DEEDS