

**FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR
THE WOODLANDS AT BUFFALO RIVER
ADDING PHASE 5**

THIS FIFTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, (the "Declaration") is made as of the 14th day of November, 2022, by **THE WOODLANDS AT BUFFALO RIVER LLC**, a Tennessee limited liability company (the "Declarant").

Declarant is the owner of the real property ("Property") conveyed to it by Special Warranty deed of record in Book D35, Page 919 in the Register's Office for Perry County, Tennessee, more fully described on the Plat of record in Plat Book P2, Page 155 in the Register's Office for Perry County, Tennessee ("Phase 5 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 Plat are hereinafter sometimes referred to as "Lots"); and

A portion of the Property has been subjected to Restrictive Covenants which are of record in Book M19, Page 362 in the Register's Office for Perry County, Tennessee as amended in Book M19, Page 385, Book M19, Page 491, Book M19, Page 519 and Book M19, Page 710 (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 reviewable discretion, to alter or amend the Restrictions in whole or in part at any time and from time to time"; and

Declarant desires to subject additional property to the Restrictions as herein amended, said property being more particularly set forth and described on the Phase 5 Plat.

Declarant hereby declares that all of the real property depicted upon the Phase 5 Plat shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the Restrictions 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 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.

Approved by Perry County Property Assessor

Map: 94 Grp: Parcel: 800

Portion: Y N A

Brett Skelton, Assessor

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 Perry County, Tennessee, and continue thereafter and shall terminate fifty (50) years after the date of recordation of the Restrictions.

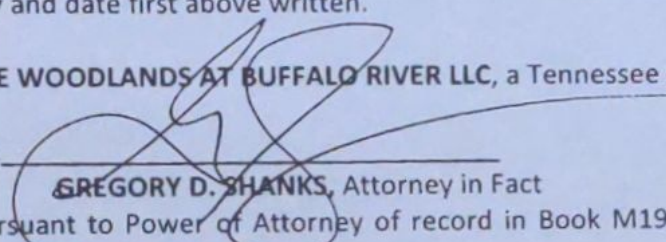
Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid 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. 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 WOODLANDS AT BUFFALO RIVER LLC, a Tennessee limited liability company

By: 

GREGORY D. SHANKS, Attorney in Fact

Pursuant to Power of Attorney of record in Book M19, 269 in the Register's Office for Perry County, Tennessee

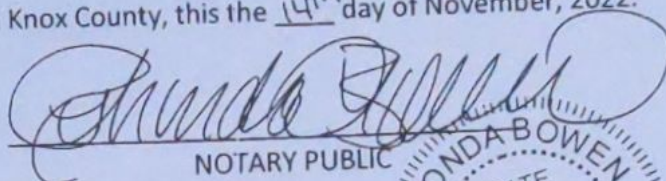
STATE OF TENNESSEE)

: ss.

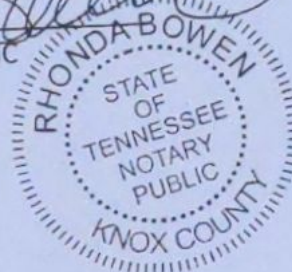
COUNTY OF KNOX)

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 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 14th day of November, 2022.


NOTARY PUBLIC

My Commission Expires: 8/3/24



BK/PG: D40/394-396
22002254

3 PGS: AL-AMENDMENT TO RESTRICTION	
TERRY BATCH: 32613	
11/15/2022 - 12:50 PM	
VALUE	0.00
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, PERRY COUNTY	
TERRY HILL	
REGISTER OF DEEDS	

F:\GDS\Macri\Buffalo River Central TN Timber\Restrictions\Restrictions Phase 5 11-5-22.docx