

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

THIS NINTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, (the "Declaration") is made as of the 31st day of August, 2023, by **THE WOODLANDS AT BUFFALO RIVER 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 D35, Page 919 in the Register's Office for Perry County, Tennessee, which has been or is intended to be developed into a recreational and residential subdivision known as The Woodlands at Buffalo River (individual lots shown on the recorded plats of The Woodlands at Buffalo River are hereinafter sometimes referred to as "Lots"); and

Portions of the Property have 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, Book M19, Page 710, Book D40, Page 394, Book M19, Page 926, Book M19, Page 971 and M20, Page 53 (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, to alter or amend the Restrictions in whole or in part at any time and from time to time"; and

1. Declarant hereby declares that the Restrictive Covenants shall be and are hereby amended to provide that "The annual road maintenance 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."

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

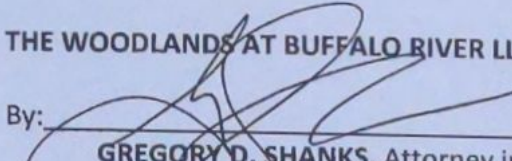
Each and every of the covenants, restrictions, reservations, and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations, and servitudes shall for any reason be held to be invalid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

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

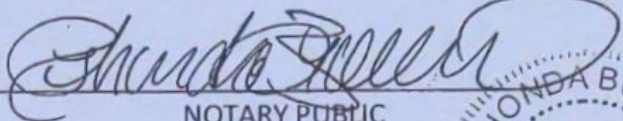
STATE OF TENNESSEE)

: SS.

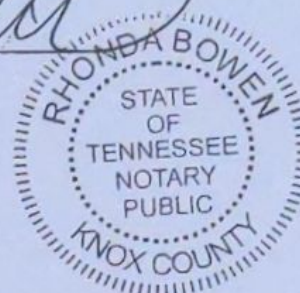
COUNTY OF KNOX)

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 31st day of August, 2023.


NOTARY PUBLIC

My Commission Expires: 8/3/24



BK/PG: D43/10-12
23001641

3 PGS:AL-AMENDMENT TO RESTRICTION	
TERRY BATCH: 34487	
09/07/2023 - 01:10 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 9th Amendment 8-25-23