

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

**DECLARATION OF RESTRICTIVE COVENANTS FOR
THE WOODLANDS AT BUFFALO RIVER, PHASE 1**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 12th day of November, 2021, **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 ("Property") 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 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 each Lot which fronts on the private road shown upon the Plat and paid by the Owners thereof to TWBR, Inc. or its successors or assigns for the use and benefit of the Lot. Such assessment shall be an automatic lien upon each Lot until paid. The annual road maintenance fee may be increased by TWBR, Inc. or its successors or assigns, in its reasonable discretion, if necessary or desirable to maintain the private road shown on the Plat. Any Lot which now or hereafter has no access, legal or actual, to the private road shall be exempt from the aforesaid annual road maintenance fee but only for so long as such Lot continues to have no access, legal or actual, to the private road.

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 TWBR, Inc. at its sole and absolute discretion.

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

These restrictive covenants 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.

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.

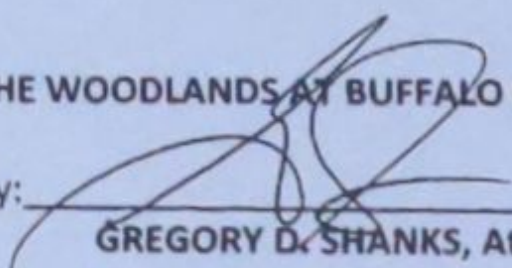
The Declarant, for itself and its successors or assigns, reserves the right to unilaterally, in its sole, absolute and unreviewable discretion, to alter, amend and/or supplement these Restrictive Covenants, in whole or in part at any time and from time to time. Additional property which is not presently 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

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 bargainer, 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 12th day of November, 2021.

My Commission Expires: 8/3/24

