

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

THIS SIXTH AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration") is made as of the 17th day of July, 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"), by Plat of record in Plat Cabinet C, Page 39 ("Phase IV Plat"), and by Plat of record in Plat Cabinet C, Page 42 ("Phase V 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, Record Book 269, Page 783, and Record Book 272, Page 422, 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 V") to the Restrictions as herein amended, said property being more particularly set forth and described on the Phase V Plat.

Declarant hereby declares that all of Phase V shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the Restrictions which shall run with, and be binding upon, Phase V and all parties having any right, title or interest in Phase V 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.

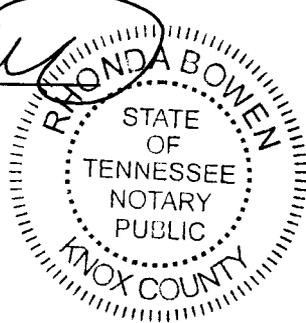
COUNTY OF KNOX)

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 17th day of July, 2024.



 NOTARY PUBLIC



My Commission Expires: 8/3/24

CHERYL STAGGS, Register
 Lewis County Tennessee
 Rec #: 65661
 Rec'd: 15.00
 State: 0.00
 Clerk: 0.00
 Other: 2.00
 Total: 17.00

Instrument #: 65719
 Recorded
 7/18/2024 at 2:45 PM
 in Record Book
 276
 PGS 336-338