

Nick McBride
Register of Deeds
Knox County

This instrument prepared by:

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Knoxville, Tennessee 37919
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FIFTH AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE GROVE AT BOYD STATION

This Fifth Amendment is made and entered into as of April 10, 2026,
by **HOMESTEAD LAND HOLDINGS, LLC**, a Tennessee limited liability company
("Developer").

Pursuant to the terms of the Declaration of Covenants and Restrictions of The Grove at Boyd Station, of record as **Instrument No. 202208300013958**, as amended by that First Amendment of Declaration of Covenants and Restrictions of The Grove at Boyd Station of record as **Instrument No. 202211150029405**, that Second Amendment of Declaration of Covenants and Restrictions of The Grove at Boyd Station of record as **Instrument No. 202303310052984**, that Third Amendment of Declaration of Covenants and Restrictions of The Grove at Boyd Station of record as **Instrument No. 202402160039569**, and that Fourth Amendment of Declaration of Covenants and Restrictions of The Grove at Boyd Station of record as **Instrument No. 202403200045258**, all in the Knox County Register of Deeds Office (as amended, the "Declaration"), the Developer established The Grove at Boyd Station subdivision (the "Subdivision").

Article XII of the Declaration specifically provides that the Developer has the right to add and annex any land outside of the Property to the Subdivision by executing and recording an Amendment to the Declaration in the Register's Office for Knox County, Tennessee. This may be done without the consent of the Members, provided the Developer has satisfied the applicable legal or governmental requirements.

The Developer is the owner of the real property described on Exhibit A attached hereto and incorporated by reference (the "Phase 2, Unit 1 Property"), which is adjacent to the Property subject to the Declaration.

The Developer has satisfied the applicable legal and governmental requirements for adding and annexing the Phase 2, Unit 1 Property to the Subdivision, and therefore the Developer has the right under Article XII of the Declaration to add and annex the Phase 2, Unit 1 Property to the Subdivision without the consent of the Members by executing and recording this Amendment.



Knox County, TN Page: 1 of 4
REC'D FOR REC 5/15/2026 11:51 AM
RECORD FEE: \$22.00 T20260017863
M. TAX: \$0.00 T. TAX: \$0.00

202605150065275

The Developer now wishes to add and annex the Phase 2, Unit 1 Property to the Subdivision, subject it to the Declaration and amend the Declaration to reflect the addition of the Phase 2, Unit 1 Property to the Subdivision.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and pursuant to the rights granted to the Developer under Article XII of the Declaration, the Developer hereby adds and annexes the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Phase 2, Unit 1 Property") to the Subdivision, subjects the Phase 2, Unit 1 Property to the Declaration and amends the Declaration as follows:

1. Amendment of Declaration. The definition of "Property" in the Declaration is hereby amended to include the Phase 2, Unit 1 Property. The Phase 2, Unit 1 Property shall be deemed to be included as part of the Property for purposes of the Declaration.
2. Defined Terms. Any capitalized term not otherwise defined herein shall have the same meaning given it in the Declaration.
3. Continued Effect. Except to the extent it is modified or amended hereby, the Declaration shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed by its duly authorized officer as of the date set forth above.

HOMESTEAD LAND HOLDINGS, LLC

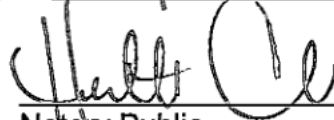
By: 
 Brian Mohnney,
 Managing Member

STATE OF TENNESSEE
 COUNTY OF KNOX

Before me, a notary public of the state and county aforesaid, personally appeared BRIAN MOHNEY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to the Managing Member of Homestead Land Holdings, LLC, the within named bargainer, a limited liability company, and that he as such Managing Member, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself Managing Member.

Witness my hand and seal, this 10th day of April, 2026.




 Notary Public

My commission expires: 5/1/2027

EXHIBIT ALEGAL DESCRIPTION OF PHASE 2, UNIT 1 PROPERTY

Situated in the Sixth (6th) Civil District of Knox County, Tennessee and lying outside the corporate limits of the City of Knoxville, Tennessee and being more fully described as follows:

Beginning at an iron rod set in the Eastern right-of-way of Wagon Hitch Road, said iron pin being corner to Lot 64, Grove at Boyd Station Phase 1 Unit 2 (Plat 202301100039136); Thence leaving the right-of-way of Wagon Hitch Road and Lot 64, Grove at Boyd Station Phase 1 Unit 2, and following a curve to the right having a radius of 60.00 feet, and a chord of North 43°44'46" East, 63.60 feet to a point; Thence North 07°00'22" East, 54.14 feet to a point; Thence following a curve to the left having a radius of 425.00 feet, and a chord of North 59°47'57" East, 195.60 feet to a point; Thence North 46°29'42" East, 131.39 feet to an iron pin set; Thence North 43°30'18" West, 140.00 feet to an iron pin set; Thence North 46°29'42" East, 370.00 feet to an iron pin set; Thence South 43°30'18" East, 140.00 feet to an iron pin set; Thence North 46°29'41" East, 84.39 feet to a point; Thence North 24°36'56" East, 78.00 feet to a point; Thence North 06°42'46" East, 73.67 feet to a point; Thence North 78°04'02" East, 50.67 feet to a point; Thence South 34°19'08" East, 74.45 feet to a point; Thence South 52°15'04" East, 57.78 feet to a point; Thence South 70°02'25" East, 50.30 feet to a point; Thence South 70°02'22" East, 54.83 feet to a point; Thence following a curve to the right having a radius of 275.00 feet, and a chord of South 70°50'01" East, 17.38 feet to a point; Thence South 69°01'22" East, 153.50 feet to a point; Thence following a curve to the right having a radius of 265.00 feet, and a chord of South 56°19'22" East, 116.52 feet to a point; Thence following a curve to the right having a radius of 500.00 feet, and a chord of South 40°19'04" East, 57.65 feet to a point; Thence South 37°00'46" East, 32.77 feet to a point; Thence following a curve to the left having a radius of 50.00 feet, and a chord of South 64°03'12" East, 43.43 feet to a point; Thence South 89°47'46" East, 45.38 feet to a point; Thence South 50°14'51" West, 246.00 feet to an iron pin set; Thence South 50°14'51" West, 1034.20 feet to an iron pin set, said iron pin being corner to OS-3, Grove at Boyd Station Phase 1 Unit 2; Thence with said OS-3, as set forth in Plat 202301100039136, North 39°45'08" West, 175.40 feet to an iron pin set; Thence North 61°45'59" West, 106.25 feet to an iron pin set, said iron pin being a common corner to Lot 60 and Lot 61, Grove at Boyd Station Phase 1 Unit 2; Thence with said Lot 61, as set forth in Plat 202301100039136, North 23°20'25" East, 53.33 feet to an iron pin set; Thence continuing with said Lot 61 and others, North 09°53'34" West, 200.84 feet to an iron pin set, said iron pin being corner to Lot 64, Grove at Boyd Station Phase 1 Unit 2; Thence with said Lot 64, as set forth in Plat 202301100039136, South 79°22'20" West, 118.48 feet to the POINT OF BEGINNING. Described area containing 16.15 acres, more or less, as shown on the survey by Ryan S. Lynch, TN RLS 2447, dated August 28, 2025 and bearing project number 4400-16.

BEING part of the property conveyed to Homestead Land Holdings, LLC by deed of record as **Instrument No. 202107290007927** in the Knox County Register of Deeds Office.