

This instrument prepared by:

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SECOND AMENDMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE GROVE AT BOYD STATION

This Amendment is made and entered into as of February 2, 2023, by **HOMESTEAD LAND HOLDINGS, LLC**, a Tennessee limited liability company ("Developer"), and **SADDLEBROOK PROPERTIES, LLC**, a Tennessee limited liability company ("Saddlebrook").

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

The Developer and Saddlebrook currently own 100% of the Lots in the Subdivision and wish to amend the terms of the Declaration as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and pursuant to Article XVI of the Declaration, the Declaration is hereby amended as follows:

1. Amendments.

(a) The Declaration is hereby amended by adding the following provision after Section 6.3 as Section 6.4:

6.4 Irrigation Lines. For the avoidance of doubt, the irrigation lines and irrigation systems located within the Lots and Common Areas in the Subdivision are Common Areas for purposes of this Declaration and shall be maintained, repaired and replaced by the Association.

(b) The Declaration is hereby amended by adding the following provision after Section 9.6 as Section 9.7:

Nick McBride
Register of Deeds
Knox County

9.7 Blanket Easement. A non-exclusive perpetual blanket easement is hereby created, granted and reserved for the Developer, the Association and their respective agents, employees, contractors, successors and assigns for the construction, installation, operation, maintenance, inspection, repair, replacement and removal of all utilities and utility lines, pipes, wires, conduits, irrigation lines and systems, sewers, drainage systems, detention ponds, and all other drainage systems and facilities, and the appurtenances thereto over, upon, across, along, under and through the Property.

(c) The Declaration is hereby amended by adding the following provision after Article XVI as Article XVII:

ARTICLE XVII **TOWNHOMES**

17.1 Building Location. Lots 29 through 91 in the Subdivision, which are shown on the Plat entitled "Grove at Boyd Station – Phase 1 Unit 2" of record as **Instrument No. 202301100039136** in the Knox County Register of Deeds Office (collectively, the "Townhome Lots" and each, a "Townhome Lot"), are to be known as "zero lot line lots" and the side walls of all dwelling units may extend to the side lot line, except in the case of minor encroachments over said side lot lines of exterior walls or roofing material or structures which are allowed in the original construction for architectural, esthetic or structural purposes. (See Section 9.2). The Townhome Lots include Lots 29 through 91 in the Subdivision as described above and any future Lots in the Subdivision that are known as "zero lot line lots" and have townhome style dwellings units constructed on them. Townhome Lots are Lots for all other purposes in this Declaration and are only referred to as the Townhome Lots for purposes of this Article XVII.

17.2 Easement for Utilities. There may be utility equipment (including but not limited to lines, pipes, cables, meters, meter centers, antennas or other utility equipment) which is appurtenant to a Townhome Lot, but which is located on another Townhome Lot or on the Common Areas. For example, certain electrical conduit for a Townhome Lot may run from a meter located on the opposite end of the townhome building under the floor slabs of the adjacent Townhome Lot or Lots to the applicable Townhome Lot. That being the case, there is hereby reserved unto the Developer, the Association, the Owners of each benefitted Townhome Lot and their representatives, agents, employees,

contractors, successors and assigns (which may include, without limitation, Knox County, Tennessee, First Utility District, Lenoir City Utility Board, TDS, Charter and any other public or private utility), an easement upon, across, over and under all, or any portion, of the Common Areas, the Townhome Lots and any dwellings located thereon for the purpose of construction, installation, operation, maintenance, inspection, repair, replacement and removal of said utility equipment by Developer, the Association and the Owners of the benefitted Townhome Lot and their representatives, agents, employees, contractors, successors and assigns; provided, however, that no utility equipment shall be placed on any part of the Common Areas other than their present location unless written approval of the Developer (or the Association if Developer has conveyed the Common Areas to the Association) shall have been first obtained. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Developer (or the Association if Developer has conveyed the Common Areas to the Association) shall have the right to grant such easement without conflicting with the terms hereof.

17.3 General Rules of Law to Apply. Each wall, fence, roof, common utilities or common structures which are built as a part of the original construction of the dwelling units upon a Townhome Lot and which are part of more than one dwelling unit and are placed on the dividing line between two Townhome Lots shall constitute a common party wall, fence, roof, utilities or structures in all respects (collectively, the "Party Elements") and, to the extent not inconsistent with the provisions of this Article XVII, the general rules of law regarding common party walls, fences, roofs, utilities and structures and liability for property damage due to negligence or willful acts or omissions of the Owners thereof shall apply thereto.

17.4 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of the Party Elements shall be shared by the Owners who make use of the Party Elements in proportion to such use.

17.5 Easement for Party Elements.

(a) Each Owner of a Townhome Lot shall have a perpetual easement for reasonable access, upon prior reasonable notice, in that part of the Townhome Lot of the other Owner on which the Party Elements are located, as may be necessary or desirable to

carry out the purpose and intent of this Article XVII.

(b) Each Owner of a Townhome Lot, including their contractors, licensees, and/or agents, shall have a perpetual easement for reasonable access, upon prior reasonable notice, in that part of the Townhome Lot of the other Owner for the purposes of repairing, maintaining and restoring the Party Elements.

(c) Each Owner of a Townhome Lot shall have a perpetual easement for access in that part of the Townhome Lot of the other Owner in the event of an emergency threatening imminent harm to human health or safety or imminent damage to their property.

17.6 Damage or Destruction. If a Party Element is destroyed or damaged by fire or other casualty, any Owner of a Townhome Lot who has used the Party Element may restore it, and if the other Owners thereafter make use of the Party Element, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any of such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

17.7 Weatherproofing. Notwithstanding any other provision of this Article XVII, an Owner of a Townhome Lot who by his or her negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

17.8 Right to Contribution Runs With the Land. The right of any Owner of a Townhome Lot to contribution from any other Owner under this Article XVII shall be appurtenant to the land and shall pass to such Owners and successors in title.

17.9 Arbitration. In the event of any dispute arising concerning a Party Element under the provisions of this Article XVII, each Owner of said Party Element shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the resolution of such dispute shall be by majority decision of all the arbitrators.

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.

IN WITNESS WHEREOF, the Developer and Saddlebrook have caused this instrument to be executed by their duly authorized officer as of the date set forth above.

HOMESTEAD LAND HOLDINGS, LLC

By: [Signature]
 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 bargainor, 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 2nd day of February, 2023.



[Signature]
 Notary Public

My commission expires: June 27, 2023

SADDLEBROOK PROPERTIES, LLC

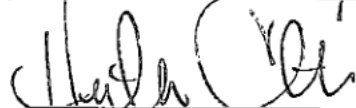
By: 
 Brian Mohney
 Managing Member

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 Saddlebrook Properties, 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 2nd day of February, 2023.




 Notary Public

My commission expires: June 21, 2023