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This Instrument Prepared By
And after recording return to:
High Acres, Inc.
5213 Wilson Avenue
Signal Mountain, TN 37377

Book/Page: **GI 13823 / 734**

Instrument: 2025012900102

2 Page RESTRICTIONS

Recorded by KMC on 1/29/2025 at 12:14 PM

MISC RECORDING FEE 10.00

DATA PROCESSING FEE 2.00

TOTAL FEES

\$12.00

State of Tennessee Hamilton County
Register of Deeds

MARC GRAVITT

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR WILD RIDGE AT FOX RUN (A PLANNED UNIT DEVELOPMENT)**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WILD RIDGE AT FOX RUN (this "Amendment") is made this 28th day of January, 2025, by HIGH ACRES, INC., a Tennessee corporation ("Declarant").

RECITALS

A. Declarant is the Declarant under that certain Declaration of Protective Covenants, Conditions and Restrictions for Wild Ridge at Fox Run was executed by Declarant on August 3, 2015, and was duly recorded in Book 10532, Page 388 with the Register of Deeds Office of Hamilton County, Tennessee (the "Register's Office"), as amended by First Amendment to Declaration of Protective Covenants, Conditions, and Restrictions dated September 1, 2016, recorded in Book 10843, Page 744 in the Register's Office, and as modified by Amendment in Book 12804, Page 938 in the Register's Office to add additional phases (collectively, the "Declaration").

B. In Section 15.2 of the Declaration, Declarant reserved and has the right to unilaterally amend the Declaration for any purpose, upon prior written notice to the Town of Signal Mountain.

C. Declarant desires to amend and modify the Declaration as set forth in this Amendment.

STATEMENT OF AMENDMENT

1. Section 4.6 "The Retreat Assessment" is hereby deleted in its entirety and replaced with the following:

The Retreat Assessment. In addition to the Annual Assessment, an additional Assessment per year shall be assessed against the Retreat Lots to provide mowing services for groomed yards. The Board will evaluate the additional Assessment amount yearly and will adjust the additional Assessment as necessary based upon the quotes received for mowing the Retreat Lots.

2. Miscellaneous.


(a) Except as specifically provided in this Second Amendment, the Master Deed remains unchanged and in full force and effect.

(b) The capitalized terms used but not defined in this Second Amendment shall have the meanings given to them in the Master Deed.

IN WITNESS WHEREOF, High Acres, Inc., a Tennessee corporation being the Declarant hereby, executes this Second Amendment to the Declaration effective as of the date first written above.

DECLARANT:

HIGH ACRES, INC.


By: _____
Paul John Kruesi, III, President


STATE OF TENNESSEE

COUNTY OF HAMILTON

Before me, a Notary Public of the state and county mentioned, personally appeared PAUL JOHN KRUESI, III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be President of HIGH ACRES, INC., the within named bargainor, a Tennessee corporation, and that such person as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by such person as such officer.

WITNESS my hand and seal, at office in Hamilton County, Tennessee, this 28th day of January, 2025.





Notary Public

My Commission Expires: 12-10-2025

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 1st day of May, 2002.

Notary Public for the State of Tennessee

DECLARANT:
HIGH ACRES, INC.

By: [Signature]
Paul John Kneiss, III, President



My Commission Expires: 12/31/2005

[Signature]
Notary Public