

This Instrument Prepared By:
Shawn C. Trail, Attorney, P.C.
1101 Hillsboro Boulevard
Manchester, Tennessee 37355

THIRD AMENDMENT TO
DECLARATION FOR LEGACY PRESERVE

WHEREAS, there are certain Declaration of Covenants, Conditions, Restrictions for the Legacy Preserve, of record in Trust Deed Book 1279, Page 599, Register's Office of Coffee County, Tennessee ("Restrictions"); and

WHEREAS, Article XII of the Restrictions allows for the Declarant or in the alternative, Sixty-Seven (67%) Percent of the members of the Homeowners Association, to make amendments to the Restrictions.

WHEREAS, the undersigned is one of the Declarants, and represents no less than Sixty-Seven (67%) Percent of the members, and acknowledges the amendment is being made in accordance with the provisions of Article XII.

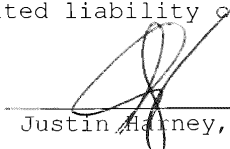
WHEREAS, Article X, Use Restrictions, 4. Lease. shall be amended replaced as follows:

4. Lease. Subject to any Federal, State, or local laws, all SF Homes within the Development Property may be leased to residential tenants. All leases shall be in writing. Within ten (10) days of the full execution of any lease or amendment thereto or extension or renewal thereof, the Owner must deliver a copy of the same to the Board or the Management Agent. The Association shall have the right to implement a system and procedures for the administration, tracking, oversight, and management of rentals within the Development Property, and all cost of such system and procedures will be assessed equally against the Owners who lease their SF Home or Townhome. No Owner may lease less than the whole of a dwelling. The Lessee under each such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration and the Governing Documents. Failure to comply with this Declaration shall be a default under each such lease. This restriction shall not be deemed to prohibit Mortgagee who takes title to a SF Home or Townhome pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the SF Homes or Townhome.

NOW THEREFORE, for and in consideration of the premises and of the benefits, both present and future, to the undersigned and to their successors and assigns, the undersigned does hereby execute this instrument for the herein described purpose.

WITNESS ITS HAND this 28th day of October, 2025.

Harney Homes, LLC, a Tennessee
limited liability company

By: 
Justin Harney, Chief Manager

ACKNOWLEDGMENT BEFORE NOTARY PUBLIC

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Personally appeared before me, the undersigned authority, a notary public in and for the said county and state, the within named bargainor, JUSTIN HARNEY, with whom I am personally acquainted, and who acknowledged himself the Chief Manager of HARNEY HOMES, LLC, a Tennessee limited liability company, and that he executed the within instrument with the proper authority of the company and for the purposes therein contained.

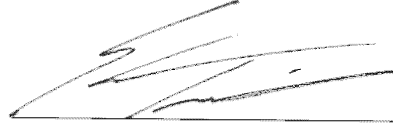
Witness my hand and official seal the 28 day of October, 2025.

My Commission Expires:

NOTARY PUBLIC

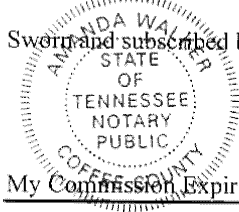
I, Shawn C. Trail, do hereby make oath that I am a licensed attorney and/or the custodian of the certified copy of original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the certified copy of the original document executed and authenticated according to law on October 28, 2025.

10-28-25
Date


Shawn C. Trail

State of Tennessee
County of Coffee

Sworn and subscribed before me on this 28th day of October, 2025.




Amanda Walker
Notary Public

My Commission Expires: October 7, 2028

BK/PG:T1345/171-173

25008368

3 PGS : AMENDMENT TO RESTRICTIONS	
APRIL RHEA 191268 - 25008368	
10/29/2025 - 02:24 PM	
VALUE	
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	15.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	17.00

STATE of TENNESSEE, COFFEE COUNTY

DONNA R TONEY