

THIS INSTRUMENT PREPARED BY:
Tennessee Valley Title Insurance Co.
1500 First Tennessee Plaza
Knoxville, TN 37929

STEVE HALL
REGISTER OF DEEDS
KNOX COUNTY

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF THE RIVER CLUB**

**THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF THE RIVER
CLUB** is made this 9th day of February, 2004, by THE RIVER CLUB
HOMEOWNER'S ASSOCIATION, INC. (hereinafter the "Association");

WITNESSETH:

WHEREAS, by Second Amended and Restated Declaration of Covenants and Restrictions of The River Club made as of the 29th day of March, 2002, and recorded as Instrument No. 200204010080470, in the Knox County Register's Office (the "Declaration"), the Covenants and Restrictions for The River Club Subdivision were amended and restated; and

WHEREAS, at a meeting of the Lot Owners held on February 9, 2004, in which a quorum was present, by vote of more than 2/3 of the Lot Owners, it was agreed that the Second Amended and Restated Declaration be further amended so as to clarify and revise certain provisions thereof and at such meeting, the Lot Owners adopted the proposed amendments as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, the Association hereby declares that the Declaration shall be amended as follows:


1. Article VII is hereby deleted and the following is substituted in its place.

ARTICLE VII

ENFORCEMENT

Any Owner or the Association shall have the right to enforce or by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any Owner or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. It is further provided that should any Owner or the Association have to employ counsel to enforce any of the restrictions, conditions, covenants, reservations, liens or charges found in this Declaration, and be successful in such

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prosecution, all costs incurred for such enforcement, including a reasonable fee for counsel, shall be paid by such party violating or attempting to violate the covenants herein.

2. Article IX, Section 3, is hereby amended to add the following paragraph:

The Architectural Review Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications for any reason, including purely aesthetic reasons and reasons connected with future development plans for the Owners of said land or contiguous lands. In passing upon such building plans and specifications and lot grading and landscaping plans, the Architectural Review Committee may take into consideration the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the adequacy of the contractor or builder, and the harmony of external design with the surrounding neighborhood and existing structures herein, and the effect and appearance of such construction as viewed from neighboring properties.

3. The second and third paragraphs of Article IX, Section 4, are hereby deleted and the following is substituted in their place:

Phase 1: Preliminary design with approximate square footage, drawings of a site plan, floor plans, building elevations and basic material indications. The site plan shall indicate all initial and contemplated improvements such as driveways, curb cuts, swimming pools, socks, etc. as well as the locations of all proposed and existing structures. The location and size of any and all existing trees are to be shown. Except for the site plan, all drawings in this submission are to be a minimum scale of 1/4" = 1'-0". The site plan is to be a minimum scale of 1" = 30'.

The Owner shall include with this submission the applicable provisions of the current Knox County Zoning Resolution under which the subject improvements are being designed.

4. The last paragraph of Article IX, Section 4, is hereby deleted and the following is substituted in its place.

Action upon all submittals to the Architectural Review Committee shall be taken within 30 days of receipt. Failure by the Architectural Review Committee to act on any request within 30 days of receipt shall constitute approval of such request.

5. Article IX, Section 6, is hereby deleted and the following is substituted in its place:

SECTION 6 – DEPOSIT: Each Owner shall be required to deposit the sum of Five Thousand Dollars (\$5,000.00) with the Architectural Review Committee at the time of the submission of the *Phase 1* plans . One Thousand Dollars (\$1,000.00) of such sum shall be paid by the Architectural Review Committee to an architect of its choosing to review such plans and shall not be refundable. The balance of such deposit shall be retained by the Architectural Review Committee during the construction process to ensure compliance with the approved plans, the committee's directions and the regulations hereunder.

6. Article X, Section 1(B), is hereby deleted and the following is substituted in its place:

B. **SETBACK REQUIREMENTS.** No building or other structure shall be located on any lot nearer to the front lot lines, side lines and rear lines than the minimum building setback lines as described under the Zoning Resolution for Knox County, Tennessee, or the more restrictive setbacks prescribed herein.

7. Article X, Section 6, is hereby deleted and the following is substituted in its place:

SECTION 6. GARAGES – There shall be no garages or other utility areas opening on the front of any houses erected on any Lot. All such garage openings must be from the side or rear of the structures not facing the street. All dwellings must have a garage that will accommodate two (2) full size automobiles. Such a garage may be detached from the dwelling. Carports are not permitted. All garage windows shall have interior window treatment having a solid light colored appearance from the exterior, consistent with interior window treatments in the home.

8. Article X, Section 9(A), is hereby deleted and the following is substituted in its place:

SECTION 9: CONSTRUCTION

A. Each builder shall be responsible for providing metered water and electric service to the job site prior to the starting work. Usage of water and electricity from adjoining properties is not permitted. All construction work shall be performed Monday through Friday between the hours of 7:30 a.m. and 5:30 p.m. No work shall be permitted on Saturdays, Sundays or holidays. Each building site shall be kept in good appearance at all times. The construction area shall be policed and kept free of debris at the end of each day.

No burning or dumping of any kind is permitted and each contractor shall place a trash receptacle and a portable toilet on the lot, each at least 30 feet from the street. Obnoxious or loud music and behavior shall not be permitted on the construction site. All driveways cut into any Lot shall be graveled properly immediately after being graded.

9. Article XVIII, Section 3, is hereby deleted and the following is substituted in its place.

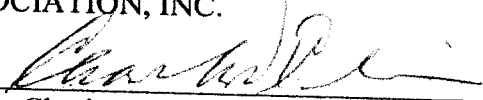
Section 3. No animals, livestock, poultry, or fowl of any kind shall be raised, bred, or kept on any Lot except as follows: dogs, cats and other household pets may be kept or maintained provided that they are not kept, bred, or maintained for commercial purposes or resale, provided no dog, cat, or household pet shall be allowed to become a nuisance to the neighborhood. No more than four (4) dogs may be kept on any lot.

10. Except as herein amended, the terms and provisions of the Declaration remain in full force and effect.

The undersigned President and Secretary of The River Club Homeowner's Association hereby certify that the Declaration was duly adopted by two thirds of the Members of the Association at the annual meeting of the Association held on November 12, 2001, and that the amendments set forth herein were duly adopted by two thirds of the Members of the Association at the annual meeting of the Association held on February 9, 2004.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

THE RIVER CLUB HOMEOWNER'S
ASSOCIATION, INC.

BY: 
Charles W. Eliason, President

Attest:


Mary LePage, Secretary

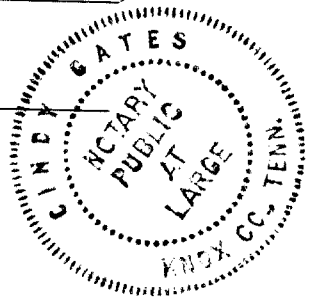
STATE OF TN
COUNTY OF KNOX

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, CHARLES W. ELIASON and MARY LEPAGE, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged themselves to be the President and Secretary, respectively, of THE RIVER CLUB HOMEOWNER'S ASSOCIATION, INC., the within named bargainor, a corporation, that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves as President and Secretary.

WITNESS my hand and official seal at office this 11 day of Feb.,
2004.

My Commission Expires: 2/4/2007

Cindy Gates
Notary Public



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