

THIS INSTRUMENT PREPARED BY:
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Sherry Witt
Register of Deeds
Knox County

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

**THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF THE RIVER CLUB** is
made this 11TH day of JANUARY, 2016, 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 original covenants
and restrictions for The River Club Subdivision as amended multiple times, were amended and
restated in order to supercede and replace the previous covenants and restrictions (the "Second
Amended Covenants and Restrictions"); and

WHEREAS, by the First Amendment to Second Amended and Restated Declaration of
Covenants and Restrictions of The River Club made as of the 9th day of February 2004, and
recorded as Instrument No. 200404150095394, in the Knox County Register's Office (the "First
Amendment"), the Second Amended Covenants and Restrictions for The River Club Subdivision
were amended (the Second Amended Covenants and Restrictions as amended by the First
Amendment are referred to as the "Declaration");

WHEREAS, the originally adopted Bylaws for The River Club Homeowner's
Association, Inc. and Declaration of Covenants and Restrictions were intended to establish The
River Club Subdivision as a gated community with privately owned roads in which the Lots
were to be used for residential single family purposes, but not for short-term residential rental;
and

WHEREAS, the Board and the Association's legal counsel have recommended that the
Declaration be amended to clarify and better define the limits upon the rights of Owners of Lots
within the subdivision to use such Lots for residential occupancy by third parties pursuant to
rental agreements; and


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REC'D FOR REC 03/14/2016 2:38:10PM
RECORD FEE: \$27.00
M. TAX: \$0.00 T. TAX: \$0.00
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WHEREAS, at a meeting of the Lot Owners held on the 11th day of January, 2016, at 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, as amended by the First Amendment to Second Amended and Restated Declaration of Covenants and Restrictions of The River Club, should be further amended so as to clarify and revise certain provisions thereof 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 the Declaration shall be amended as follows:

1. The title of Article IV of the Declaration shall be deleted and retitled to be "Property Rights and Limitations in the Common Properties and the Lots."

2. Article IV, Section 3 shall be amended by adding the following, taken from Article V of the original Bylaws of the Association, as subsection (d):

(d) Any Owner may delegate his or her rights of enjoyment in the Common Properties to the members of his or her immediate family who reside upon the Properties, or to his or her tenants who reside thereon under a written lease agreement that is in compliance with the Article IV, Section 4 hereof and Article V of the Bylaws of the Association.

3. Article IV shall be amended by adding the following as Section 4: Residential Use; Leasing:

Section 4. Residential Use, Leasing. The rights of Owners to use the Lots shall be limited as follows:

(a) Residential Use. No Lot shall be used except for residential single family purposes which includes the normal and customary activities that characterize such a use.

(b) Leasing. Subject to compliance by the Owner with this Article, a Lot within The River Club, but not a portion of a Lot or a portion of the improvement thereon, may be rented to a tenant of the Owner so long as the tenancy is intended in good faith to be at least twelve (12) consecutive months, and the tenancy is evidenced by the provisions of a written lease which is for a term of at least twelve (12) months and includes the following provisions that have been agreed to and are binding on the tenant:

(i) The tenant(s) expressly agrees that the rights of tenant(s) and their guests and invitees under this lease to use and occupy the Lot, the improvements thereon and the Common Properties, as that term is defined by the Declarations of Covenants and Restrictions of The River Club currently in force (the "Declaration"), are subject and subordinate in all respects to the provisions of the Declaration, the Bylaws of The River Club Homeowner's

Association, Inc. and the rules and regulations as may be adopted from time to time by the Owners of Lots in The River Club and Board of Directors of The River Club Homeowner's Association, Inc. Capitalized terms used herein and in subparts (ii) and (iii) shall have the same meaning as provided for in the Declaration, as amended.

(ii) Both the Owner of the leased premises and the tenant(s) agree that after execution of this lease, but before the tenant(s) occupies the premises pursuant to this lease, they will deliver to the President of The River Club Homeowner's Association, Inc. a true and correct copy of the fully executed lease agreement and by such delivery they each certify that the lease complies with the provisions of Article IV of the Declaration, as amended.

(iii) Both the Owner of the leased premises and the tenant(s) acknowledge that if this lease agreement is not in compliance with Article IV of the Declaration, as amended, the Owner does not have the right to lease the premises and, therefore, the tenant(s) has no right to either occupy the premises, or use the Common Properties.

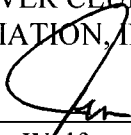
4. Article XV shall be amended by deleting the first paragraph in its entirety and substituting the following paragraph in lieu thereof:

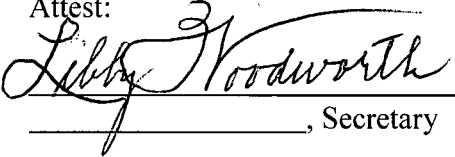
No lot may be further subdivided in size by any device, voluntary alienation, partition, judicial sale or other proceeds or process of any kind, except for the purpose of increasing the size of another lot, or returning a Lot, the size of which has been increased pursuant to the next sentence, to its size as originally platted. In the event the same Owner purchases two (2) or more adjacent and contiguous Lots, those Lots may be combined to form one (1) Lot subject to the approval of the proper governmental authority. Lots so combined may be subsequently resubdivided to return them to their size as originally platted provided that (1) the resulting Lots meet all regulatory requirements of the governmental entity with authority over the River Club subdivision, and (2) the Owner pays a fee of \$10,000 to the Homeowner's Association. The lot owner shall bear the cost of surveying or any fees related to the consummation of this transaction.

The undersigned Vice President, who serves as the Acting President by reason of the death of the 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 January 11, 2016.

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.

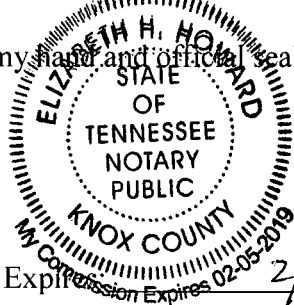
BY: 
John Wolfgang Nelson, Vice President as
Acting President

Attest:

_____, Secretary

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, John Wolfgang Nelson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Vice President of THE RIVER CLUB HOMEOWNER'S ASSOCIATION, INC., the within named bargainer, a corporation, and as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and official seal at office this 11th day of Jan, 2016.



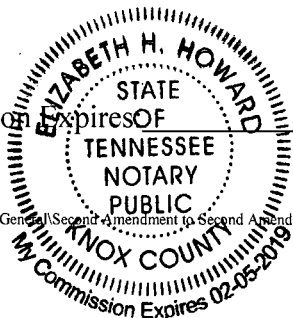
Elizabeth H. Howard
Notary Public

My Commission Expires 2/5/19

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

PERSONALLY appeared before me, the undersigned authority, a Notary Public in and for said County and State, LIBBY WOODWORTH, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be the Secretary of THE RIVER CLUB HOMEOWNER'S ASSOCIATION, INC., the within named bargainer, a corporation, and he/she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as Secretary.

Witness my hand and official seal at office this 11th day of Jan, 2016.



Elizabeth H. Howard
Notary Public

My Commission Expires 2/5/19