

THIS INSTRUMENT PREPARED BY:
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SECOND AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF THE RIVER CLUB

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTION OF THE RIVER CLUB made this 2nd day of JUNE, 1994, by ROBERT T. STOOKSBURY, JR., RONALD A. WATKINS and RONALD A. WATKINS, JR., being all of the Members of the Advisory Committee for The River Club, (hereinafter the "Advisory Committee");

W I T N E S S E T H:

WHEREAS, by Declaration of Covenants and Restrictions entered into the day of March, 1993, by The River Club, L.P., (the "Developer"), the Developer imposed certain covenants and restrictions on The River Club Subdivision, which restrictions are recorded in Deed Book 2099, page 319, in the Knox County Register's Office, on the property described therein (the "Covenants and Restrictions"); and

WHEREAS, under the terms of the Declaration of Covenants and Restrictions, the Advisory Committee established thereunder has the exclusive right to amend the Covenants and Restrictions; and

WHEREAS, the Advisory Committee desires to expand Article IX of the Covenants and Restrictions to include certain rules and requirements regarding construction activities and make other changes to other Articles.

NOW, THEREFORE, in consideration of the foregoing, the Advisory Commitment pursuant to the authority vested in it under the terms of the Covenants and Restrictions, hereby amends the same to add the following provisions:

1. The following provisions are added to Article IX of the Covenants and Restrictions:

Each Owner and their builders, landscapers and other contractors and subcontractors will observe Advisory Committee guidelines and policies during the construction period. The Advisory Committee shall have the power to impose penalties on the Owner for failure to comply with such policies and guidelines. Each Owner shall be required to adhere to the site/house/landscape plans submitted to the Advisory Committee for approval. Any changes to the approved plans must be submitted to the Advisory Committee. Plan approvals shall be effective for one year from the date of such approval.

Each builder shall be responsible for providing metered water and electric service to the job site prior to 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. Saturday work shall be permitted from 7:30 a.m. to 3:00 p.m. No work shall be permitted on Sundays or holidays. Each building site shall be kept in good appearance in 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 on the lot 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 after being graded.

See WB 22299 pg 699-4th Amendment

Each Owner shall be financially responsible for the cost of repairs and maintenance to off-site areas (neighboring lots, roadways, rights-of-way, common areas, etc.) damaged during the construction process. Recreational areas and common areas other than roadways shall not be used by any builder or subcontractor for any reason. The Advisory Committee shall inspect each building site during construction to insure compliance with the Covenants and Restrictions.

Each Owner shall be required to deposit the sum of \$1,500.00 prior to construction which deposit shall be retained by the Advisory Committee during the construction process to insure that the plans are complied with and that the regulations hereunder are complied with. Such deposit shall be refundable unless fines or penalties have been imposed due to non-compliance with the Covenants and Restrictions. Refunds shall be made within five days after completion of the landscaping and approval thereof by the Advisory Committee. The Advisory Committee shall have the right to assess penalties against the deposit in the event of failure to comply with the rules and conditions as noted herein. In addition, any legal or other expenses incurred by the Advisory Committee may be deducted from such deposit. No approval granted by the Advisory Committee shall be construed as representing or guaranteeing that any structure will be built in a good and workmanlike manner.

2. Article X is hereby amended to read as follows:

ARTICLE X

SETBACK REQUIREMENTS

No building shall be located on any lot near to the front lines, side lines and rear lines and the minimum building setback lines as described under Planned Residential Zoning in the Zoning Resolution for Knox County, Tennessee.

3. Article XII is hereby amended to delete the words "single floor" and "2,800 sq. ft." from the Type Dwelling and Minimum Area.

4. Article XIII is hereby amended to read as follows:

ARTICLE XIII

SIGNS

No sign shall be erected or maintained on any lot except one professionally lettered or Realtor's sign or sign of the owner advertising the residence and lot for sale or rent. Such sign shall not be more than 5 square feet in size or the standard Realtor's sign size, whichever is less. Developer will install mailboxes near the entrance in a common area. Each Owner shall install an approved copper box for newspapers, etc.

5. Article XIX is hereby amended to read as follows:



Instr: 199406090039118
Pages: 2 of 4

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