

INDEX

EAGLE BLUFF (FORMERLY RIVER RUN) COVENANTS AND RESTRICTIONS

A. Declaration of Covenants and Restrictions and Amendments

1. Declaration of Covenants and Restriction of River Run recorded in Book 3440, Page 488 (“Declaration”), dated 12/28/87
2. Charter of River Run Homeowners Association Inc recorded in Book 3451, Page 165 [Not for profit, Purposes, Members, Election of Directors, Asset Distribution Upon Dissolution.] Filed 01/12/1988
3. First Amendment to Declaration of Covenants and Restrictions of River Run recorded in Book 3553, Page 687, dated 1/13/88 [Adds Townhouse provisions to the Declaration.]
4. Adoption of Restrictions for Phase III recorded in Book 3681, Page 484. [Submits property shown on Plat recorded at Plat Book 43, page 175 to Declaration.] Dated 6/25/90
5. Adoption of Restrictions recorded in Book 3748, page 583. [Submits Unit IV property shown on Plat recorded at Plat Book 45, page 99 to Declaration.] Dated 5/21/90
6. Adoption of Restrictions to all River Run Units I - IV recorded in Book 4010, page 828. [Submits property shown on Plat recorded at Plat Book 45, page 99 and Plat Book 46, page 157 to Declaration.] Dated 3/23/94
7. Assignment of Rights and Personalty recorded in Book 4139, Page 911. [Assigns Rights of Developer to Association.] Dated 4/8/98
8. Second Amendment to Declaration of Covenants and Restrictions of Eagle Bluff recorded in Book 4514, Page 685. [Consolidation of Lots, prohibits above-ground swimming pools, window treatments, \$25.00 late fees, and imposes certain contractor requirements.] Dated 6/12/95
9. Adoption of Restrictions recorded in Book 4514, Page 693. [Submits Unit 5 as shown on Plat of record at Plat Book 46, page 187 and Lot 242 as shown on the same Plat to Declaration.]
10. Amendment to Declaration of Covenants and Restrictions recorded in Book 4666, Page 380. [Submits Lots 155, 156 and 157 River Run Townhomes, plus additional property described by meets and bounds, to Declaration.]
11. Notice and Restrictive Covenant recorded in Book 4867, Page 148. [Eagle Bluff Golf Club, L.L.C. Equity Investors Charter Membership.] Dated 3/8/97

Index
Eagle Bluff (Formerly River Run)
Covenants And Restrictions

12. Amendment to Declaration of Covenants and Restrictions recorded in Book 4939, Page 318. [Sign and fence restrictions, and election and term of office for Directors.] Dated 9/10/97
13. Amendment to Declaration of Covenants and Restrictions recorded in Book 7493, Page 268. [Duties of Treasurer and Financial Review Committee.]
14. Amendment to Declaration of Covenants and Restrictions recorded in Book 7493, Page 271. [height, setback, bulk, no modular or factory built homes, no above-ground swimming pools, window treatments, Association enforcement rights.]
15. Amendment to Declaration of Covenants and Restrictions recorded in Book 7493, Page 275. [Quorum.]
16. Notice of Allocation of Assessment for Abandoned (Sawgrass) Lot recorded in Book 7560, Page 470. [Lot 180-183 133% fee, Plat Book 77, Page 22.]
17. Additional lots added to Covenants and Restrictions by Larry Schmitt Construction LLC. Quitclaim Deed Recorded in Book 8514, Page 966.
18. Notice of Allocation of Assessment for Abandoned Lot (Sawgrass) recorded in Book 8957, Page 538. (Lot 179, Lots 176-178 133% fee, Plat Book 81, Page 41.)
19. Amendment to Declaration of Covenants and Restrictions recorded in Book 8629, Page 801. [Violation fine increase to \$25, 12-month maximum construction completion, \$3,000 construction deposit, full masonry foundation, no exposed foundation, architectural stacking blocks approved for retaining walls.]
20. Notice of Allocation of Assessment for Abandoned Lot 151 (Rainbow Springs Drive) recorded in Book 8994, Page 421 (Lots 148-151 133% fee, Plat Book 44, Page 213).
21. Amendment to Declaration of Covenants and Restrictions recorded in Book 9129, Page 561. [Unsightly Conditions; Dumping Prohibited; Landscape Requirements; Authorized Services.]
22. Schmitt Construction Lots 245-266 added to Eagle Bluff HOA Recorded in Book 9277 Page 65.
23. Election and Term of Office – 9 Directors; Fences on Lots # 248-260 of Rainbow Springs Dr. – Hickory Tract Recorded in Book 11319 Page 309.
24. No lot Access to Property not in Covenants & Restrictions. Recorded in Book 11607 Page 284.
25. Builder Deposit \$6000.00 Recorded in Book GI12907 Page 199.
26. Unsightly Conditions -Permanent or Temporary Signs Recorded in Book GI 12907 Page 201.

Index
Eagle Bluff (Formerly River Run)
Covenants And Restrictions

B. Waviers Of Restrictions

1. Approval of Minor Setback Violation for Lot 215, Unit 4, Plat Book 46, Page 157 recorded in Book 4922, Page 924 and re-recorded in Book 4923, Page 516.

C. Miscellaneous Recordings

1. HOA Corporate Charter recorded in Book 4138, Page 530 (“Charter”).
2. Amendment to Charter recorded in Book 4380, Page 144. [Changing name from “River Run” to “Eagle Bluff.”]
3. Street Light Easement with Hamilton County recorded in Book 4411, Page 425.
4. 7126 River Run Drive River Run Drive – Septic Variance Recorded in Book 5126 Page 276.

7-4-4 1-3-2-3

FILED

1988 JAN 12 PM 5:24

CHARTER

OF

GENTRY CROWELL
Secretary of RIVER RUN HOMEOWNERS ASSOCIATION, INC.

RECEIVED
The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation not for profit under the Tennessee General Corporation Act, adopts the following charter for the corporation:

*mail
Shumacker & Thompson
Ste. 500, First Tennessee Bldg.
Chatt., Tenn. 37402*

1. Name. The name of the corporation is:

RIVER RUN HOMEOWNERS ASSOCIATION, INC.

For convenience, the corporation shall herein be referred to as the "Association".

2. Duration. The duration of the Association is perpetual.

3. Address of Principal Office. The address of the principal office of the Association in the State of Tennessee is:

c/o Shumacker & Thompson
One Park Place, Suite 212
6148 Lee Highway
Chattanooga, Tennessee 37421
Attention: Kathryn E. Lee

and such other addresses as may be adopted by the Association.

4. Not for Profit. The Association is not for profit.

5. Purposes. The Association is organized for all lawful purposes and activities for which a not for profit corporation may be organized, including, without limitation the following general purposes:

To act as the council of homeowners owning property in the residential development known as River Run located in Hamilton County, Tennessee (the "Property") in accordance with the Declaration of Covenants and Restrictions for the Property (the "Declaration") and the Bylaws of the Association (the "Bylaws") (collectively, the "River Run Documents").

To exercise the powers of administration over that portion of the Property owned by the Association for the benefit of its members;

To provide for the acquisition, construction, management, maintenance, security and preservation of the improvements to and common area of the Property as specified by the River Run Documents and for the care of that portion of Property, both the real and personal, which is owned by the members of the Association as tenants in common, for their common benefit, and the enhancement or each member's beneficial enjoyment of their respective private residence within the Property; and

1988 JAN 12 PM 5:24 To promote the health, safety and welfare of the members of the Association as homeowners within the Property developed, including the power to:

GENERAL DREWELL
Secretary of State

RECEIVED

- (a) Exercise all of the powers and privileges, and perform all of the duties and obligations, of the Board of Directors of the Association, as set forth in the River Run Documents to be recorded in the Register's Office of Hamilton County, Tennessee, as the same may be amended from time to time;
 - (b) Fix, levy, collect and enforce payment of all charges and assessments pursuant to the terms of the River Run Documents, pay all expenses called for thereunder; and
 - (c) Have and exercise any and all powers, rights and privileges which a corporation organized under the provisions of the General Corporation Act of the State of Tennessee relating to not for profit corporations may now or hereafter have or exercise.
6. Not for Profit. The Association is organized exclusively for homeowner association purposes within the meaning of Section 528 of the Internal Revenue Code of 1986.

The Association shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 528 of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law).

The entire income and principal of the assets of the Association shall be held and distributed solely for homeowners association purposes. No part of the net earnings of the Association shall inure to the benefit of any individual except for those persons, real or fictional, whose services are necessary to carry out the purposes delineated by this Charter; no substantial part of its activities shall be the carrying on of propaganda or otherwise attempting to influence legislation; and it shall not participate in nor intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office or any referendum.

Subject always to the purposes and limitations described above, the Association shall have all the rights, powers, privileges and benefits conferred upon corporations by the laws of the State of Tennessee.

7. Members. This Association is to have members. Each record owner of a portion of the Property shall automatically be a member of the Association upon purchase of a portion of the Property and shall remain a member so long as the ownership of said portion of the Property continues. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an

7-4-1 1-3-3-1

1988 JAN 12 PM 5:24

GEORGE BROWN, JR.
Secretary of State

obligation. Membership shall be appurtenant to, and may not be separated from, ownership of any portion of the Property which is subject to assessment by the Board of Directors, on behalf of the Association.

Election of Directors. The incorporator of the Association shall serve as the initial director of the Association. At the organizational meeting of the Association, the incorporator shall designate the directors, who shall serve as the first elected board of directors until the first annual meeting of the members, or until their successors shall be elected and qualified. After the first elected board of directors, the directors shall be elected by the members at the annual meeting of the members pursuant to the provisions of the Bylaws. The first annual meeting of the members of the Association shall be held not later than promptly after the developer of the Property, its successors or assigns, as grantor of the Property ("Grantor") has closed the sale of enough lots upon the Property to represent seventy-five percent (75%) or more of the voting power of the Association located in Phase One of the development as more particularly described in the Declaration but not later than eighteen (18) months after the Declaration is recorded, whichever shall first occur. Directors and any successor appointed to fill a vacancy on the Board of Directors by the initial director, each member of the Board of Directors shall be the owner either of a portion of the Property, or, in the event of ownership by a partnership, trustee, corporation or other entity, a general partner, trustee, beneficiary, officer or other designated representative thereof.

02/15/88 MISC 5.00 **5.00 C

9. Asset Distribution Upon Dissolution. In the event of the liquidation, dissolution or winding-up of the Association, whether voluntary, involuntary or by operation of law, no distribution of assets of the Association shall be made to any member, officer or director of the Association, and all assets of the Association shall be turned over to an organization, recognized as tax exempt under Sections 528 of the Internal Revenue Code of 1986 (as amended) or the corresponding provisions of any future internal revenue code, or to the federal, state or local government for exclusively public purposes.

10. Amendment. Amendment of this Charter shall require the affirmative vote of members representing at least two-thirds (2/3) of the total ownership interests in the Property as defined in the aforesaid River Run Documents.

IN WITNESS WHEREOF, the undersigned executed this Charter.

Donald D. Williams
Donald D. Williams

Incorporator

B 3:47 I

IDENTIFICATION
REFERENCE

FEB 15 11 48 AM '88

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

#2

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

OF

RIVER RUN

THIS FIRST AMENDMENT ("Amendment"), is hereby made and entered into this 10th day of November, 1988, by DON WILLIAMS CONSTRUCTION CO., INC., a Tennessee corporation ("Developer");

WITNESSETH:

WHEREAS, Developer entered into a Declaration of Covenants and Restrictions by instrument dated January 11, 1988, which instrument was recorded with the Register's Office of Hamilton County, Tennessee in Book 3440, Page 488 (the "Declaration"); and

WHEREAS, said Declaration encumbers a certain property development known as River Run more particularly described therein (the "Property"), with certain covenants, restrictions and conditions also more particularly described therein; and

WHEREAS, Developer desires to amend said Declaration for the purposes of promoting the orderly growth and development of the Property of imposing uniform restrictive covenants over the whole of said Property and for other purposes more particularly discussed herein.

NOW, THEREFORE, in consideration of the premises, the mutual benefits and burdens to be realized from the modifications set forth herein which shall accrue to the respective owners of the Property and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer hereby amends and modifies the Declaration as follows:

1. Part One, Article 1 of the Declaration is hereby supplemented by adding the following definitions:

(u) "Townhouse Association" means and refers to the RIVER RUN TOWNHOME ASSOCIATION, INC., a Tennessee nonprofit corporation which may be formed pursuant to part Five, Article VI, Section 2.

Prepared By File
 Shumaker & Thompson
 Suite 500 14th Floor Building
 Chattanooga, TN. 37402

S&T\KEL\jjh 1ST-AMND.RIV

(v) "Townhouse Board" or "Townhouse Board of Directors" means the governing body of the Townhouse Association as ascertained by the Townhouse Bylaws (as defined herein below).

(w) "Buildings" means the structures containing the Townhouses (as defined herein below).

(x) "Townhouse Bylaws" means the bylaws of the Townhouse Association to be adopted.

(y) "Townhouse Common Expenses" means the proposed or actual expenses affecting the Townhouse Property, including reserves lawfully assessed by the Townhouse Board. Such Townhouse Common Expenses shall consist of the expenses, if any, of the administration, management, maintenance, operation, repair or replacement of and additions to any Common Property Article V, (as defined in Part Five, Article V, Section 1 herein), including expenses agreed upon as Townhouse Common Expenses by a majority of the Townhouse Owners (as defined herein below).

(z) "Townhouse Owner" means the person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Townhouse and of (as members of the Townhouse Association) the undivided interest in any Common Property appurtenant thereto, but shall not include those having an interest in a Townhouse merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Townhouse Owner so long as it is the legal title holder of any Townhouse. Any provision to the contrary notwithstanding, joint owners shall be deemed one Townhouse Owner. If any Townhouse shall be owned by more than one person or by a corporation, partnership or one or more fiduciaries, such owner(s) shall designate one person to represent such Townhouse with respect to the Association and to cast the votes of such Townhouse.

(aa) "Townhouse Plat" means that Final Plat of River Run Townhouses recorded in the Register's Office of Hamilton County, Tennessee, in Plat Book 44, Page 213, as amended from time to time, which plat and revisions, amendments and supplements thereto, is incorporated herein by reference as fully as though copied herein.

(bb) "Townhouse Property" has the same meaning as Phase Three of the River Run Development as more particularly Exhibit "A-1" attached hereto and made a part hereof, and all structures and improvements constructed and to be constructed thereon and all easements, rights and appurtenances belonging thereto.

(cc) "Townhouse" means that portion of the Townhouse Property, as determined by the records in the Register's Office of Hamilton County, Tennessee, or designated on the Townhouse Plat by the term "Lot", which is not part of any Common Property and to which fee simple title has been or shall be conveyed exclusively to a Townhouse Owner for said Townhouse Owner's independent use.

S&T\KEL\jjh 1ST-AMND.RIV

Unless the context otherwise requires, the terms defined in the Declaration, as supplemented by the terms set forth hereinabove, shall, for the purposes of this Amendment, be deemed to have the same meaning herein as that specified in the Declaration, as amended.

2. The second paragraph of Section 19, of Part Two, Article I of the Declaration is hereby deleted and the following is substituted in lieu thereof

Except for those Lots located in Phase Three of the Property, the provisions of this Section shall not prohibit the combining of two (2) or more contiguous Lots into one (1) larger Lot. Following the combining of two (2) or more Lots into one (1) larger Lot, only the exterior boundary lines of the resulting larger Lot shall be considered in the interpretation of these Covenants. Consolidation of Lots must be approved by Developer, said approval to be granted in Developer's sole discretion upon such terms and conditions as may be established by Developer from time to time, including specific provisions for the payment of assessments.

3. Section 22 is hereby added to Part Two, Article I of the Declaration as follows:

Section 22. Phases of Development. Pursuant to Part One, Article II, Section 4 herein, in addition to the covenants and restrictions set forth in this Declaration, the Lots within the respective phases of development the extent of which Phases shall be determined and designated in Developer's sole discretion (the "Phases") shall also be subject to the restrictions and covenants as set forth in Exhibit "C" attached hereto and made a part hereof, as amended from time to time.

4. Part Five is hereby added to the Declaration as follows:

PART FIVE
TOWNHOUSE DEVELOPMENT

ARTICLE I
GENERAL INTENT

It is the intent of Developer to add Phase Three to the Property as a townhouse development. Notwithstanding anything contained in this Part Five to the contrary, in addition to all other terms, provisions, covenants and restrictions of the Declaration, Phase Three shall also take subject to the terms, provisions, covenants and restrictions set forth in this Part Five.

ARTICLE II
PLAN OF DEVELOPMENT

Section 1. Submission as a Townhouse Development. Developer, as the legal title holder in fee simple of the Townhouse Property, expressly intends that the Townhouse Property shall be known as RIVER RUN TOWNHOUSES, a townhouse development and as Phase Three or by such name or names as shall be selected from time to time by Developer.

Section 2. Description of Specific Townhouses. All of the Townhouses are or shall be delineated upon the Townhouse Plat, and the legal description of each Townhouse shall consist of the identifying number and/or letter of such Townhouse shown upon the Plat. Except as provided in this Declaration, no Townhouse Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause said Townhouse Owner's Townhouse to be separated into any tracts or parcels different from the whole Townhouse as shown on the Plat.

Section 3. Termination of the Townhouse Development. This Townhouse development shall be terminated only by not less than eighty percent (80%) of the affirmative vote of all Townhouse Owners and by written consent obtained from all those mortgagees which are subject to this Declaration.

ARTICLE III
PROPERTY RIGHTS AND RESTRICTIONS

Section 1. Townhouse Owner's Rights - Exclusive and Common. A Townhouse Owner shall have:

(a) The exclusive ownership in fee to the Townhouse Owner's Townhouse, subject to the other provisions of this Declaration; and

(b) As an appurtenance to the ownership of such Townhouse, an equal and undivided interest in any Common Property.

Section 2. Use and Occupancy of Townhouses. Subject to the provision of this Declaration and the Townhouse Bylaws, the Townhouses shall be occupied and used according to the rules and regulations as created and adopted by the Townhouse Association, as amended from time to time (the "Rules and Regulations").

Section 3. Easements Affecting Townhouse Property. Each Townhouse Owner shall take title to said Townhouse Owner's Townhouse subject to the non-exclusive easements granted at the discretion of Developer to all suppliers of utilities, including cable television, serving the Townhouse Property, to install, lay, construct, operate, maintain, renew, repair and replace conduits, ducts, cables, pipes and wires and other equipment or structural components in, to, over, under, across

S&T\KEL\jjh 1ST-AMND.RIV

and through any portion of the Townhouse Property for the purpose of providing the Townhouse Property with utility services, together with the reasonable right of ingress to and egress from the Townhouse Property or any part thereof for said purpose. In addition, Developer, at its discretion, may grant such other easements as Developer may deem consistent and beneficial to the development of the Townhouse Property and the Townhouse Owner takes subject to same.

Section 4. Rights of Mortgagees. (a) Each of the following actions shall require, as of the date such action is taken, the prior written approval of all holders or owners of a subsequently recorded mortgage or deed of trust constituting a first mortgage lien on any one or more Townhouses (the "mortgagee"):

- (i) abandonment or termination of the Townhouse Property as a Townhouse development, except for removal provided by law, or in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to this Declaration which effects the mortgagee's rights or interests in any portion of the Townhouse Property;
- (iii) any amendment to a provision of this Declaration which specifically grants rights to the mortgagee.

(b) The provisions hereof are in addition to all other rights of mortgagees herein contained or under law.

Section 5. Right of Use By Developer. During the period of construction and sale of any Townhouse by Developer, Developer and Developer's respective agents, employees, successors, assigns, contractors, subcontractors, brokers, licensees, and invitees and the respective agents and employees thereof, shall be entitled to use, parking and storage of vehicles and equipment, access, ingress to and egress from the Townhouse Property, without charges, as may be required for purposes of construction and sale of any Townhouse and other activities of Developer on or about the Property. While Developer owns any Townhouse and until each Townhouse sold by it is occupied by the purchasers thereof, Developer and its agents and employees may use and show one or more of such unsold or unoccupied Townhouses as a model and may use one or more or such unsold or unoccupied Townhouses without charge, as a sales office, administrative office, management office, or other uses and offices incidental to Developer's use of the Townhouse Property, and may maintain customary signs, banners and flags in connection therewith. This section may only be amended or modified with the express written consent of Developer.

ARTICLE IV
THE TOWNHOUSE ASSOCIATION

Section 1. Association of Townhouse Owners; and Administration and Operation of The Townhouse Property. At the discretion of Developer or the majority of Townhouse Owners there may be formed an Association having the name "River Run Townhouse Association, Inc.", a Tennessee nonprofit

S&T\KEL\jjh 1ST-AMND.RIV

corporation, which Townhouse Association shall be the governing body for all of the Townhouse Owners, with reference to the maintenance, repair, replacement, administration and operation of the Townhouse Property including any Common Property. The Townhouse Association shall have and exercise all powers necessary or convenient to affect any or all of the purposes for which the Townhouse Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in Part Five of this Declaration or the Townhouse Bylaws. In such event, all of the Townhouse Owners irrevocably constitute and appoint the Townhouse Association, in their names, as attorney-in-fact to effectuate the above. The Townhouse Board shall elect and shall serve in accordance with the provisions of this Declaration and the Townhouse Bylaws. Subject to the Townhouse Bylaws, the Townhouse Board shall have standing to act in a representative capacity in relation to matters involving the Townhouse Property or more than one Townhouse, on behalf of the Townhouse Owners, as their interest may appear. The fiscal year of the Townhouse Association shall be determined by the Townhouse Board, and may be changed from time to time as the Townhouse Board deems advisable. The Townhouse Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Townhouse Association shall be for the sole benefit of the Townhouse Owners, and all funds received by the Townhouse Association shall be held and applied by it for the use and benefit of the Townhouse Owners in accordance with the provisions of this Declaration and the Townhouse Bylaws. Each Townhouse Owner shall be a member of the Townhouse Association. A Townhouse Owner's membership shall automatically terminate upon the conveyance or transfer of said Townhouse Owner's title to said Townhouse Owner's Townhouse to a new Townhouse Owner and the new Townhouse Owner shall simultaneously succeed to the former Townhouse Owner's membership in the Townhouse Association. A Townhouse Owner shall be entitled to one (1) vote in the Townhouse Association for each Townhouse owned by said Townhouse Owner.

Section 2. Non-Liability of the Directors, Board, Officers and Developer. In connection with the Townhouse Association, neither the Directors, the Townhouse Board, or other officers of the Townhouse Association, nor Developer shall be personally liable to the Townhouse Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, the Townhouse Board, any officers, or Developer, except for any acts or omissions found by a court to constitute a crime, gross negligence or fraud. The Townhouse Owners shall indemnify and hold harmless each of the Directors, the Townhouse Board, any officers, and Developer or their respective devisees, legatees, heirs, executors, administrators, legal representatives, successors and assigns in accordance with the provisions of the Townhouse Bylaws. Notwithstanding the foregoing provisions, the Directors, the Townhouse Board, any other officers and Developer in their capacities as Townhouse Owners shall be subject to the liability standards which affect all other Townhouse Owners.

ARTICLE V
COMMON PROPERTY

Section 1. Common Property. Developer may in its sole discretion (but in no event shall Developer be obligated to) convey title to property which shall be a part of the Townhouse Property, to the Townhouse Association for the undivided use and benefit to be shared in common by the Townhouse Owners as members of the Townhouse Association and shall be herein referred to as the "Common Property".

Section 2. Common Property Maintenance, Repairs and Replacements. (a) In the event Common Property as hereinabove defined shall exist upon the Townhouse Property, then maintenance of, repairs to and replacements of said Common Property shall be the responsibility of and shall be furnished by the Townhouse Association. The cost of maintenance of, repairs to and replacements of said Common Property shall be part of the Townhouse Common Expenses as hereinafter defined, subject to the Townhouse Bylaws and the Townhouse Rules and Regulations.

(b) If, due to the act or negligence of a Townhouse Owner, or said Townhouse Owner's agent, servant, tenant, family member, invitee, licensee or household pet, damage is caused to the Common Property, or to a Townhouse owned by others, and repair or replacement are required, the cost of which would otherwise be a Townhouse Common Expense (as hereinafter defined), then such Townhouse Owner shall pay for such damage or such repair and replacement, as may be determined by the Townhouse Association.

Section 3. Insurance. (a) The Townhouse Association shall also have authority to and may obtain such insurance as it deems desirable and increase insurance limits, in such amounts from such sources and in such forms as it deems desirable, insuring each member of the Board and officer of the Townhouse Association, and members of any committee appointed pursuant

to the Townhouse Bylaws, from liability arising from the fact that said person is or was a Director or officer of the Townhouse Association, or a member of such a committee. The premiums of such insurance shall be a Townhouse Common Expense.

(b) In the event any Common Property exists upon the Townhouse Property, the Townhouse Association shall also have the authority to and may obtain at its discretion such other insurance as it deems desirable or necessary in its reasonable discretion for any aspect of the ownership, operation or management of the Common Properties, in such amounts, from such sources and in such forms as the Board deems desirable. The premiums for such insurance shall be a Townhouse Common Expense.

Section 4. Townhouse Common Expense. (a) Each Townhouse Owner, excluding Developer, shall pay a proportionate share of the Townhouse Common Expenses, if any. Townhouse Common Expenses shall be divided equally among the respective Townhouse Owners. Payments of Townhouse Common Expenses shall be in such amounts and at such times as determined in the

S&T\KEL\jjh 1ST-AMND.RIV

manner provided in the Townhouse Bylaws. Townhouse Owners shall not be exempt from payment of said Townhouse Owner's proportionate share of the Common Townhouse Expenses by waiver or non-use or non-enjoyment of the Common Property or by abandonment of said Townhouse Owner's Townhouse. If any Townhouse Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with any reasonable late charges and further, together with interest thereon at the maximum contract rate as may then be permitted under the law of the State of Tennessee from and after the date said Common Expenses are assessed shall constitute a lien on the Townhouse of such non-paying Townhouse Owner. Provided, however, that such lien shall be subordinate to the lien of any prior recorded mortgage or deed of trust under Townhouse, except for the amount of said proportionate share of such Common Expenses which become due and payable from and after the date on which such lender either takes possession of the Townhouse or interest encumbered by such mortgage or deed of trust, or accepts a conveyance, transfer or assignment of the Townhouse or of any interest therein (other than as security) in lieu of any foreclosure of such mortgage or deed of trust. This provision shall not be amended, modified or rescinded without the prior written consent of all lenders who are the holders or owners of a mortgage or deed of trust recorded prior to the date of such amendment, modification or rescission.

(b) An adequate reserve fund for the replacement of any Common Property will be established and funded by regular monthly payments.

(c) Except as otherwise provided in this Declaration or in the Townhouse Bylaws, in the event of any transfer of any interest in a Townhouse, the transferee shall be jointly and severally liable with the transferor for all unpaid expenses and assessments of the transferor accrued and payable prior to the date of transfer.

ARTICLE VI GENERAL PROVISIONS

Section 1. Acceptance of Provisions. Each Townhouse Owner, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and the Exhibits hereto, as amended from time to time or otherwise of record, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations imposed hereby and by the exhibits hereto or otherwise of record shall be deemed and taken to be covenants running with the land, shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such person in like manner as though the provisions of this Declaration and the Exhibits hereto and other recorded instruments were recited and stipulated at length in each and every deed of conveyance.

Section 2. Incorporation. If Developer deems it necessary in its reasonable determination to form an Townhouse Association, Developer shall form the Townhouse Association for the purposes of facilitating the administration and

S&T\KEL\jjh 1ST-AMND.RIV

operation of the Townhouse Property, otherwise the Townhouse Owners at their discretion may form the Townhouse Association, in which event all Townhouse Owners as determined by the records in the Hamilton County Register's Office shall automatically become members of the Townhouse Association upon its incorporation.

Section 3. Townhouse Coverage. Each Townhouse Owner shall carry both a liability insurance policy with a minimum coverage of Three Hundred Thousand Dollars (\$300,000.00) and a homeowners policy with coverage for one hundred (100%) percent of the replacement cost of the Townhouse. In the event a Townhouse, or any part thereof, is damaged or destroyed by fire or other casualty, the Townhouse Owner shall, within six (6) months thereafter, either restore the Townhouse to the condition which existed prior to the damage or destruction or clear the property of any and all destruction and improvements (including the removal of building pad), and maintain the property in a clean and safe manner, free from all debris, including the sodding and landscaping of same and the finishing of any exposed wall of any adjoining Townhouse with substantially the same materials as on other undamaged exterior walls. In the event said Townhouse Owner fails to restore or clear the Property as described, Developer shall clear the property on behalf of the Townhouse Owner and at said Townhouse Owners cost and expense which if not paid shall be a lien upon the property. And pursuant to the foregoing, the non-paying Townhouse Owner shall be the Trustee of any insurance funds received for the purposes set forth herein.

5a. Exhibit "D" to the Declaration is hereby deleted and Exhibit "D" attached hereto and made a part hereof is substitute in lieu thereof as fully as if attached to the Declaration and incorporated therein.

5. Exhibit "A" to the Declaration is hereby supplemented with Exhibit "A-1" attached hereto and made a part hereof as fully as if attached thereto and incorporated therein.

6. Exhibit "C" to the Declaration is hereby deleted and Exhibit "C" attached hereto and made a part hereof is substituted in lieu thereof as fully as if attached to the Declaration and incorporated therein.

7. Except as modified herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized officers as of the day and date first above written.

DEVELOPER:

DON WILLIAMS CONSTRUCTION CO., INC.

ATTEST:

By William W. Cook, Jr.
Secretary

By Donald D. Williams, Pres
Donald D. Williams, President

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Kathryn E. Lee, of the state and county aforesaid, personally appeared Donald D. Williams and Vicki W. Cooke, 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 DON WILLIAMS CONSTRUCTION CO., INC., the within bargainer, a corporation, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by themselves as such officers.

WITNESS my hand and seal at office in Chattanooga, Tennessee, this 13th day of November, 1988.

My commission expires:
January 10, 1990

Kathryn E. Lee
Notary Public

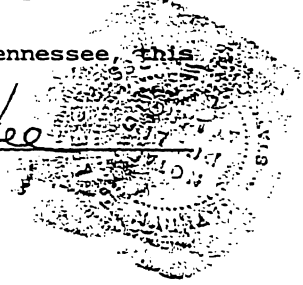


EXHIBIT "A-1"

Legal Description of Property

All those tracts or parcels of land located in Hamilton County, Tennessee and more particularly described as follows:

Tract One (Phase One): That Property described in Exhibit "A" of the Declaration which shall be further defined and supplemented to include the following:

Lots 1 through 74 including Lots 51A, 52A, 56A, 56B, 56C and 56D of River Run Subdivision as shown by Final Plat recorded with the Register's Office of Hamilton County, Tennessee in Plat Book 43, Page 38-1 through 38-2, as amended and corrected by those Corrective Plats recorded in Plat Book 38, Page 246 and Plat Book 44, Page 220, respectively and that Plats recorded in Plat Book 44, Page 208 in said Register's Office, as said Plats are amended and supplemented from time to time.

Tract Two (Phase Two):

Lot 75 through 105 and Lot 122 of the River Run Subdivision as shown on that Final Plat recorded in Plat Book 43, Page 98 in said Register's Office, as said Plat is amended and supplemented from time to time.

Tract Three (Phase Three):

Lots 137 through 186 as shown on that Final Plat recorded in Plat Book 44, Page 213 in said Register's Office, as said Plat is amended and supplemented from time to time.

EXHIBIT "C"

PHASE ONE OF RIVER RUN DEVELOPMENT

A Phase of development of the Property more particularly described as Phase One on Exhibit "A" hereto, as supplemented by Exhibit "A-1" hereto and herein referred to for the purposes of this Exhibit as Phase One of River Run and is herewith submitted to the Declaration as Lots.

Each Lot within Phase One of River Run shall be subject to the following covenants and restrictions which shall be in addition to those set forth in the Declaration of Covenants and Restrictions, as amended from time to time:

1. All dwellings on any Lot shall be limited to single family residential use.
2. No Unit shall be located on any Lot nearer than thirty (30) feet to its front property line or any side street nor ten (10) feet to any side lot or property line; nor twenty-five (25) feet to the rear property line.
3. The improvements erected on each Lot shall be one of the following:
 - (A) A two-story residence with an attached double-automobile garage or carport, with at least one thousand five hundred (1,500) square feet on the first floor;
 - (B) A one-story residence with a double-automobile garage in the basement and at least two thousand six hundred (2,600) square feet in the main floor;
 - (C) A one-story residence with an attached double-automobile garage and at least two thousand four hundred (2,400) square feet;
 - (D) A one and one-half story residence with an attached double-automobile garage and at least one thousand eight hundred (1,800) square feet on the first floor; or
 - (E) A one and one-half story residence with a two (2) automobile garage in basement and at least two thousand six hundred (2,600) square feet on the first floor.

The measurement of square footage in each of the above-described improvements [i.e., Paragraphs 3(A)-(E)] shall be exclusive of porches, unfinished basements or rooms, breezeways, garages, carports and similar areas.

4. All front yards shall be sodded rather than seeded.
5. All mailboxes shall be composed of brick or stone.

EXHIBIT "C"
(continued)

PHASE TWO OF RIVER RUN DEVELOPMENT

A Phase of development of the Property more particularly described as Phase Two on Exhibit "A-1" hereto, herein referred to for the purposes of this Exhibit as Phase Two of River Run and is herewith submitted to the Declaration as Lots.

Each Lot within Phase Two of River Run shall be subject to the following covenants and restrictions which shall be in addition to those set forth in the Declaration of Covenants and Restrictions:

1. All dwellings on any Lot shall be limited to single family residential use.
2. No Unit shall be located on any Lot nearer than thirty (30) feet to its front property line or any side street nor ten (10) feet to any side lot or property line; nor twenty-five (25) feet to the rear property line.
3. The improvements erected on each Lot shall be one of the following:
 - (A) A two-story residence with an attached double-automobile garage or carport, with at least one thousand five hundred (1,500) square feet on the first floor;
 - (B) A one-story residence with a double-automobile garage in the basement and at least two thousand six hundred (2,600) square feet in the main floor;
 - (C) A one-story residence with an attached double-automobile garage and at least two thousand four hundred (2,400) square feet;
 - (D) A one and one-half story residence with an attached double-automobile garage and at least one thousand eight hundred (1,800) square feet on the first floor;
or
 - (E) A one and one-half story residence with a two (2) automobile garage in basement and at least two thousand six hundred (2,600) square feet on the first floor.

The measurement of square footage in each of the above-described improvements [i.e., Paragraphs 3(A)-(E)] shall be exclusive of porches, unfinished basements or rooms, breezeways, garages, carports and similar areas.

4. All front yards shall be sodded rather than seeded.
5. All mailboxes shall be composed of brick or stone.

EXHIBIT "C"
(continued)

PHASE THREE OF RIVER RUN DEVELOPMENT

A Phase of the development of the Property more particularly described as Phase Three on Exhibit "A-1" hereto and herein referred to for purposes of this Exhibit as Phase Three of River Run and is herewith submitted to the Declaration as Lots.

Each Lot within Phase Three of River Run shall be subject to the following covenants which shall be in addition to those set forth in the Declaration of Covenants and Restrictions, as amended from time to time:

1. All dwellings on any Lot shall be limited to townhouses and used for residential purposes.
2. No Townhouse shall be located on any Lot nearer than twenty-five (25) feet to its front property line.
3. All front yards shall be sodded rather than seeded.
4. The coloring of the roof and exterior paint shall be uniform.

EXHIBIT "D"
OWNER'S PERCENTAGES
FOR ASSESSMENTS AND VOTING PURPOSES

PHASE ONE LOT NUMBERS	PERCENTAGE OF OWNERSHIP	PHASE ONE LOT NUMBERS	PERCENTAGE OF OWNERSHIP
1	.621	62	.621
2	.621	63	.621
3	.621	64	.621
4	.621	65	.621
5	.621	66	.621
6	.621	67	.621
7	.621	68	.621
8	.621	69	.621
9	.621	70	.621
10	.621	71	.621
11	.621	72	.621
12	.621	73	.621
13	.621	74	.621
14	.621	75	.621
15	.621	76	.621
16	.621	77	.621
17	.621	78	.621
18	.621	79	.621
19	.621	80	.621
20	.621	81	.621
21	.621	82	.621
22	.621	83	.621
23	.621	84	.621
24	.621	85	.621
25	.621	86	.621
26	.621	87	.621
27	.621	88	.621
28	.621	89	.621
29	.621	90	.621
30	.621	91	.621
31	.621	92	.621
32	.621	93	.621
33	.621	94	.621
34	.621	95	.621
35	.621	96	.621
36	.621	97	.621
37	.621	98	.621
38	.621	99	.621
39	.621	100	.621
40	.621	101	.621
41	.621	102	.621
42	.621	103	.621
43	.621	104	.621
44	.621	105	.621
45	.621	122	.621
46	.621	137	.621
47	.621	138	.621
48	.621	139	.621
49	.621	140	.621
50	.621	141	.621
51	.621	142	.621
51A	.621	143	.621
52	.621	144	.621
52A	.621	145	.621
53	.621	146	.621
54	.621	147	.621
55	.621	148	.621
56	.621	149	.621
56A	.621	150	.621
56B	.621	151	.621
56C	.621	152	.621
56D	.621	153	.621
57	.621	154	.621
58	.621	155	.621
59	.621	156	.621
60	.621	157	.621
61	.621		

PHASE ONE LOT NUMBERS	PERCENTAGE OF OWNERSHIP	PHASE ONE LOT NUMBERS	PERCENTAGE OF OWNERSHIP
158	.621	173	.621
159	.621	174	.621
160	.621	175	.621
162	.621	176	.621
163	.621	177	.621
164	.621	178	.621
165	.621	179	.621
166	.621	180	.621
167	.621	181	.621
168	.621	182	.621
169	.621	183	.621
170	.621	184	.621
171	.621	185	.621
172	.621	186	.621

F 3 4 4 0

IDENTIFICATION
REFERENCE

Nov 15 1 36 PM '68

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

#3

File #2126-89 cp

ADOPTION OF RESTRICTIONS

Whereas, Don Williams Construction Company, Inc. (hereinafter "Developer") has imposed restrictive covenants upon River Run Subdivision, Unit I, by an instrument recorded in Book 3440, page 488, in the Register's Office of Hamilton County, Tennessee; and

Whereas, said restrictive covenants have been amended and adopted to River Run Subdivision, Unit II and to River Run Townhomes by an instrument recorded in Book 3553, page 687, said Register's Office; and

Whereas, Developer is the owner in fee simple of an adjacent tract of land which has been subdivided into River Run Subdivision, Unit III, as shown by plat of record in Plat Book 43, page 175, said Register's Office; and

Whereas, Developer desires to impose uniform restrictive covenants upon all units of River Run Subdivision;

Now therefore, Developer does hereby impose the restrictive covenants as recorded in Book 3440, page 488 and as amended in Book 3553, page 687, upon the whole of River Run Subdivision, Unit III, as shown by plat of record in Plat Book 43, page 175, in their entirety.

Executed this 12th day of December, 1989.

DON WILLIAMS CONSTRUCTION COMPANY, INC.

By: Don Williams - Pres.
DON WILLIAMS, President

PREPARED BY
JAMES P. SARTAIN, JR.
Attorney at Law
630 Georgia Ave.
Chattanooga, TN 37402

FILED: NATIONAL

STATE OF TENNESSEE
COUNTY OF HAMILTON

BEFORE me, Red Richard a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Don Williams to me known (or proved to be on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who upon oath acknowledged himself to be the President of Williams Construction Co the within named bargainor, a corporation, and that he as such Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said State and County on this the 12th day of December 1989.

Red Richard
NOTARY PUBLIC



My Commission Expires: 6-25-90

A 5:28:6:

IDENTIFICATION
REFERENCE

Dec 13 9 15 AM '89

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

12/13/89 MISC

6.00

**6.00

B

#4

File #2323-90 cp

ADOPTION OF RESTRICTIONS

Whereas, Don Williams Construction Company, Inc. (hereinafter "Developer") has imposed restrictive covenants upon River Run Subdivision, Unit Four (4), by an instrument recorded in Book 3440, page 488, in the Register's Office of Hamilton County, Tennessee; and

Whereas, said restrictive covenants have been amended and adopted to River Run Subdivision, Unit II and to River Run Townhomes by an instrument recorded in Book 3553, page 687, said Register's Office; and

Whereas, Developer is the owner in fee simple of an adjacent tract of land which has been subdivided into River Run Subdivision, Unit Four (4), as shown by plat of record in Plat Book 45, page 99, said Register's Office; and

Whereas, Developer desires to impose uniform restrictive covenants upon all units of River Run Subdivision;

Now therefore, Developer does hereby impose the restrictive covenants as recorded in Book 3440, page 488 and as amended in Book 3553, page 687, upon the whole of River Run Subdivision, Unit Four (4), as shown by plat of record in Plat Book 45, page 99, in their entirety.

Executed this 21st day of May, 1990.

DON WILLIAMS CONSTRUCTION COMPANY, INC.

By: Don Williams, Pres.
DON WILLIAMS, President

FILE: NATIONAL

PREPARED BY
JAMES P. SARTAIN, JR.
Attorney at Law
680 Georgia Ave.
Chattanooga, TN 37402

STATE OF TENNESSEE
COUNTY OF HAMILTON

BEFORE me, Becky Burchard a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Don Williams, to me known (or proved to be on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who upon oath acknowledged himself to be the President of Don Williams Construction Company, Inc. the within named bargainer, a corporation, and that he as such Officer being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such Officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal at Office in said State and County on this the 21st day of May, 1990.

Becky Burchard
NOTARY PUBLIC



My Commission Expires: 6/25/90

07/10/90 MISC

8.00

**8.00

D 2763

IDENTIFICATION
REFERENCE

JUL 10 3 07 PM '90

SARAH P. DE FRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

#5

pl
THIS INSTRUMENT PREPARED BY:
B. Paul Hatcher, Attorney
Suite 612
First Tennessee Bank Building
701 Market Street
Chattanooga, TN 37402

ADOPTION OF RESTRICTIONS

WHEREAS, Don Williams Construction Company, Inc. (hereinafter "Developer") has imposed restrictive covenants upon River Run Subdivision, Unit One (1), by an instrument recorded in Book 3440, page 488, in the Registers Office of Hamilton County, Tennessee; and

WHEREAS, said restrictive covenants have been amended and adopted to encumber and apply to River Run Subdivision, Unit II and to River Run Townhomes by an instrument recorded in Book 3553, page 687, said Register's Office, and said restrictive covenants have been amended and adopted to encumber and apply to River Run Subdivision, Unit III, by an instrument recorded in Book 3681, page 484, said Register's Office; and

WHEREAS, Jerry Farinash, Trustee for the estate of Don Williams Construction Co., Inc., in Bankruptcy Case # 91-13102, U.S. Bankruptcy Court, Eastern District of Tennessee ("Owner") is the owner in fee simple of an adjacent tract of land which has been subdivided into River Run Subdivision, Unit Four (4), as shown by plat of record in Plat Book 45, page 99, and Plat Book 46, page 157, said Register's Office; and

WHEREAS, Owner desires to impose uniform restrictive covenants upon all units of River Run Subdivision;

NOW THEREFORE, in consideration of the premises and for the protection of the Owner, as well as the future purchasers of Lots in said Subdivision, Owner does hereby impose the restrictive covenants as recorded in Book 3440, page 488 and as amended in Book 3553, page 687, upon the whole of River Run Subdivision, Unit Four (4), as shown by plat of record in Plat Book 45, page 99, and Plat Book 46, page 157 in their entirety. Each and every conveyance of every one of the Lots of River Run Subdivision, Unit Four (4) shall

page 69512

be subject to the conditions, reservations, covenants and agreements, which will run with the land, as stated in the aforesaid restrictive covenants, which are incorporated herein by reference.

Executed this 7th day of July 1992.

Jerry Farinash
Jerry Farinash, Trustee

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, the undersigned authority, personally appeared JERRY FARINASH, TRUSTEE, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in Hamilton County, Tennessee, the 7th day of July, 1992.

My Comm. Exp. 3-23-94

Bambi L. Hatcher
NOTARY PUBLIC

079265

SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

07/09/92 MISC

8.00

**8.00 C

'92 JUL 9 AM 9 20

BY: [Signature]
DEPUTY

RECPT. # 549925

#6

This Instrument Prepared By:
W. Alan Nichols
Miller & Martin
Suite 1000
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

gell

ASSIGNMENT OF RIGHTS AND PERSONALTY

THIS ASSIGNMENT is made to be effective as of the 8th day of April, 1993 by JERRY FARINASH, TRUSTEE, the Trustee for the Estate of Don Williams Construction Co., Inc., in Bankruptcy Case No. 91-13102 in the United States Bankruptcy Court for the Eastern District of Tennessee ("Trustee") in favor of RIVER RUN HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation (the "Association").

BACKGROUND

1. Don Williams Construction Co., Inc. executed that certain Declaration of Covenants and Restrictions of River Run which is recorded in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee as modified by amendment recorded in Book 3553, Page 687, aforesaid records (collectively the "Declaration"). Additional property has been submitted to the terms and provisions of the Declaration by instruments recorded in the Register's Office of Hamilton County, Tennessee in Book 3681, Page 484; Book 3748, Page 583; and Book 4010, Page 828.

Book

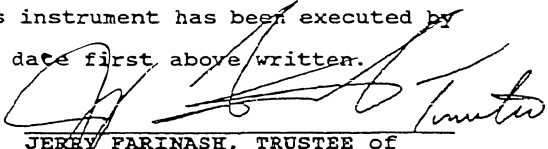
2. The Association has been organized pursuant to the terms and provisions of the Declaration. The Trustee desires to transfer, assign and convey to the Association (i) all rights of

the "Developer" (as that term is defined in the Declaration) and (ii) the "Common Properties" (as defined in the Declaration).

NOW, THEREFORE, in order to comply with his obligations under the Declaration and for other good and valuable consideration, the legal sufficiency of all of which are acknowledged, Trustee hereby quitclaims, assigns and conveys to the Association all right, title and interest of the "Developer" under the Declaration and the "Common Properties" as those terms are defined therein.

The transfer and conveyance herein is made without representation or warranty of any kind, express or implied, and all personal property constituting the "Common Properties" is sold and conveyed on an "as is - where is" basis. By recordation of this instrument, the Association hereby releases and fully discharges Trustee from all liability, if any, arising from the failure of Developer or Trustee to organize the Association prior to March 22, 1993.

IN WITNESS WHEREOF, this instrument has been executed by Trustee to be effective as of the date first above written.


JERRY FARINASH, TRUSTEE of
Dor Williams Construction Co.,
Inc.

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Karen S. Collett,
Notary Public, JERRY FARINASH, TRUSTEE of Don Williams Construction
Co., Inc., with whom I am personally acquainted, and who acknowl-
edged that he executed the within instrument for the purposes
therein contained.

WITNESS my hand, at office, this 8th day of April
1993.

Karen S. Collett
Notary Public
My Commission Expires: 5-22-98

AFFIDAVIT OF VALUE

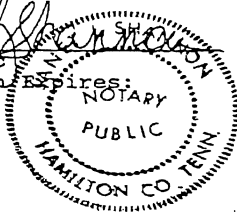
The undersigned swears or affirms that the actual
consideration for this transfer is \$10.00.

Sworn to and subscribed
before me this 29th day of
April, 1993.

RIVER RUN HOMEOWNERS
ASSOCIATION, INC.

By: Diam Nichols
Title: Attorney and Agent

James Hamilton
Notary Public
My Commission Expires: 5-22-98



NO TRANSFER TAX DUE
SARAH P. DEFRIESE
County Registrar

127068

SARAH P. DEFRIESE
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

04/29/93	CONV	10.00			
04/29/93	MISC		12.00	**12.00	B B

'33 APR 29 PM 3 46

BY: K. Deane
DEPUTY
RECPT. # 606736

89239.1

#7

File

This Instrument Prepared By:
Miller & Martin
Suite 1000
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

SECOND AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS

06/12/95 MISC 32.00 **32.00 C

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made to be effective as of March 6, 1995 by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association (the "Association").

BACKGROUND

OK # 05801

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 491, in the Register's Office of Hamilton County, Tennessee as modified by First Amendment recorded in Book 3553, Page 687, aforesaid records. Such Declaration, as amended, is collectively referred to herein as the "Declaration." Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.

2. The Association is the entity described in the Declaration as the "Association." The Declaration was amended at the annual meeting of the Association held on March 6, 1995. Notice of the meeting was provided to members on February 16, 1995. Owners representing 151 of the 248 Lots were present at the meeting and a total of 145 votes were cast on all proposals. Unless otherwise indicated herein, all provisions herein were approved by

a vote of 103 in favor and 42 opposed. This instrument is executed pursuant to Part Four of the Declaration to provide record notice thereof.

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of all of which are acknowledged, the Association hereby modifies the Declaration as follows:

1. The terms and provisions of the portions of the Declaration contained at Book 3440, Page 524 and Book 3553, Pages 698 and 699, which are applicable to all Lots in the Declaration except the Townhouse Property, shall be deleted in their entirety and in lieu thereof shall be inserted the provisions described on Exhibit "A" attached hereto and incorporated herein.

2. The provisions in Book 3553, Page 700 of the Declaration, which are applicable only to the Townhouse Property, shall be deleted in their entirety and in lieu thereof shall be inserted the provisions attached as Exhibit "B" hereto and incorporated herein.

3. The last sentence in Article 1, Section 19 of the Declaration (appearing at Book 3553, Page 698) is deleted in its entirety and in lieu thereof shall be inserted the following:

Consolidation of Lots must be approved by the Board, said approval to be granted in the Board's sole discretion upon such terms and conditions as may be established by the Board from time to time. Assessments shall be due on Lots as originally platted regardless of any approval by the Board to combine two (2) or more Lots into one (1) larger Lot.

4. The following provisions are added to Article 1, Section 20 of the Declaration (appearing at Book 3440, Page 498) as additional restrictions:

No above-ground swimming pools shall be permitted (This provision was approved by a vote of 103-42). Window treatments must have white/off-white lining or white/off-white shades (This provision was approved by a vote of 100-45).

5. The following section (which was approved by a vote of 99-46) is added as an additional Section 23 to Article 1 of the Declaration (following Section 22 which was added at Book 3553, Page 689):

Section 23. Builder or Homeowner Construction Requirements. All Owners must provide portable toilets throughout the construction of a residence or other building and also keep the building site trash-free and remove all felled trees, shrubs, construction debris and surplus building material in a timely manner. At the time of plan approval, the Owner must deposit with the Board (by check from the Owner or his contractor) a refundable deposit of One Thousand and No/100 Dollars (\$1,000.00) per home or Townhouse building. The deposit shall be refundable upon completion of construction and compliance with the provisions in the Declaration in connection with the construction of the home or building. The Board (or any Architectural Review Committee established by the Board) shall have the right, but not the obligation, to use the refundable deposit to pay any obligation of the Owner or his contractor under the Declaration. Use of the deposit for this purpose shall not limit the obligation of the Owner to the amount of the deposit.

6. The provisions of Article 3, Section 8 of the Declaration (appearing at Book 3440, Page 503) imposing interest on past-due assessments at the maximum permissible limit for contrac-

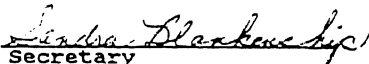
tual interest rates in the State of Tennessee, is deleted, and in lieu thereof shall be inserted a late charge of Twenty-Five and No/100 Dollars (\$25.00) per Lot per month on all delinquent assessments. All references in that section to interest charges shall be deleted.

7. Except as herein expressly modified or amended, all terms and provisions of the Declaration shall continue and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the Association to be effective as of the date first above written.

EAGLE BLUFF HOMEOWNERS
ASSOCIATION, INC.

By: 
President

Attest: 
Secretary

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Wendy Smiddie,
Notary Public, Phil Roberts and Sandra Blankenship,
with whom I am personally acquainted, and who acknowledged that
they executed the within instrument for the purposes therein
contained, and who further acknowledged that they are the President
and Secretary of **EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC.**, and are
authorized by the corporation to execute this instrument on behalf
of the corporation.

WITNESS my hand, at office, this 12 day of June,
1995.

Wendy Smiddie
Notary Public
My Commission Expires:

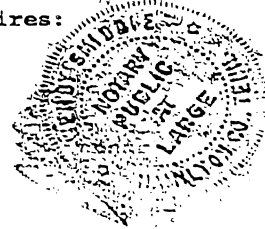


EXHIBIT "A"

The following provisions are applicable to all Lots in the Declaration except the Townhouse Property. These restrictions shall be in addition to those set forth in the Declaration as amended from time to time:

1. All dwellings on any Lot shall be limited to single family residential use.

2. No unit shall be located on any Lot nearer than thirty (30) feet to its front property line or any side street nor ten (10) feet to any side lot or property line nor nearer than twenty-five (25) feet to the rear property line.

3. The improvement erected on each Lot shall be one of the following:

A. A two-story residence with an attached double-automobile garage with at least one thousand five hundred (1,500) square feet on the first floor and a minimum total of three thousand (3,000) square feet for the entire house;

B. A one-story residence with double-automobile garage in the basement and at least two thousand six hundred (2,600) square feet on the main floor;

C. A one-story residence with an attached double-automobile garage and at least two thousand four hundred (2,400) square feet;

D. A one and one-half story residence with an attached double-automobile garage and at least one thousand eight hundred (1,800) square feet on the first floor and a minimum total of two thousand six hundred (2,600) square feet for the entire house; or

E. A one and one-half story residence with a two (2) automobile garage in the basement and at least two thousand three hundred (2,300) square feet on the first floor or a minimum total of three thousand two hundred (3,200) square feet for the entire house.

The measurement of square footage in each of the above-described improvements shall be exclusive of porches, basements or unfinished rooms, breezeways, garages and similar areas. All square footage shall be considered to mean enclosed living area. In the event of any question as to the amount of square footage of enclosed living area, the decision of the Board (or any Architectural Review Committee designated by the Board) shall be final.

All portions of this Section 3 were approved by a vote of 103-42 with the exception of subsection A which was approved by a vote of 101-44).

4. All front and side yards shall be sodded rather than seeded (This provision was approved by a vote of 102-43).

5. All mail boxes shall be enclosed in a brick or stone holder to be approved by the Board (or any Architectural Review Committee established by the Board).

6. Any building or structure of any kind constructed on any Lot shall have full masonry foundations and no exposed block, concrete or plastered foundation shall be exposed to the exterior above grade level. All exposed concrete foundations and retaining walls must be covered with stone, brick or "sto" to complement the house.

7. Each residence must be served by a driveway constructed of hard surface materials such as concrete, brick, exposed aggregate or pre-cast pavers. All other hard surface materials must be approved by the Board (or any Architectural Review Committee established by the Board).

8. An eighteen (18) inch satellite dish may be approved subject to the approval of the Board (or any Architectural Review Committee established by the Board) subject to requirements regarding location and screening which it may impose.

EXHIBIT "B"

The following requirements are applicable to the Townhouse Property of Eagle Bluff designated in the Declaration as Phase Three (3). These restrictions shall be in addition to those set forth in the Declaration as amended from time to time:

1. All dwellings on any Lot shall be limited to Townhouses and used for residential purposes.
2. No Townhouse shall be located on any Lot nearer than twenty-five (25) feet to its front property line.
3. All front yards and side yards, if fronting a street, shall be sodded with Bermuda grass rather than seeded and there shall be additional ornamental shrubs and trees plants to coordinate with existing Townhouses.
4. The coloring and composition of the roof and exterior paint shall be uniform. Siding, windows, mountain stone trim, mail box posts and garage doors must coordinate with existing Townhouses. Driveways and walks shall be concrete with exposed aggregate surface using pea gravel as the aggregate. There shall be no carports. Each unit shall have a two (2) car garage.
5. Once a Townhouse is approved by the Board (or any Architectural Review Committee designated by the Board) and completed, no further external expansion shall be allowed without the written approval of the Board or the Architectural Review Committee as appropriate which shall consider the effects of the external expansion on adjoining units.
6. The minimum square footage for each Townhouse shall be one thousand six hundred fifty (1,650) square feet for a two (2) bedroom, one (1) level Townhouse or one thousand six hundred fifty (1,650) square feet on the main entrance level of a two (2) level Townhouse, exclusive of patios, porches, decks, breezeways and garages.
7. No flat roofs shall be allowed except as a floor for a functional second story porch or balcony.

214463.1

266149

PANULA HURST
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'95 JUN 12 PM 3 44

BY: *[Signature]*
DEPUTY

REC'D # 220054

#8

1514

This Instrument Prepared By:
W. Alan Nichols
Miller & Martin
Suite 1000
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

06/12/95 MISC

32.00

**32.00 C

ADOPTION OF RESTRICTIONS

OK from

THIS ADOPTION OF RESTRICTIONS is made to be effective as of the 3rd day of May, 1995 by and between SARATH GANGAVARAPU and wife, RANI GANGAVARAPU (collectively the "Gangavarapus"), DOUGLAS E. LANFORD and wife, HAZEL LOUISE LANFORD (collectively the "Lanfords") and EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit corporation and the successor by name change to River Run Homeowners Association, Inc. (the "Association").

BACKGROUND

1. The Gangavarapus are the owners and holders of certain property in Hamilton County, Tennessee, more particularly described on Exhibit "A" attached hereto and incorporated herein. The Lanfords are the owners and holders of property in Hamilton County, Tennessee more particularly described on Exhibit "B" attached hereto and incorporated herein.

2. The property of the Gangavarapus and the Lanfords is located adjacent to the Eagle Bluff, formerly known as the River Run, Subdivision. Such subdivision is restricted by the terms and provisions of a Declaration of Covenants and Restrictions of River Run recorded in Book 3440, Page 488 in the Register's Office of

Hamilton County, Tennessee as modified by instrument recorded in Book 3553, Page 687, aforesaid records (collectively the "Declaration").

3. The Gangavarapus and the Lanfords desire to submit their property to the terms and provisions of the Declaration to protect and preserve the values of their respective tracts. The Association has agreed to this restriction and to the admission of the owners of such property as members of the Association.

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto and for other good and valuable consideration, the receipt and legal sufficiency of all of which are acknowledged, the parties hereto agree as follows:

1. The Gangavarapus hereby declare that their property as described on Exhibit "A" hereto shall be owned, used and maintained subject to the terms and provisions of the Declaration as such Declaration is modified or amended from time to time.

2. The Lanfords declare that their property as described on Exhibit "B" hereto shall be owned, used and maintained subject to the terms and provisions of the Declaration, as such Declaration is modified or amended from time to time.

3. The Association consents to the terms and provisions herein and agrees that the owners of the lots described in Exhibits "A" and "B" hereto shall be "Members" of the Association (as that term is defined in the Declaration).

4. American National Bank and Trust Company of Chattanooga, which is the owner and holder of a Deed of Trust on

the property of the Gangavarapus pursuant to instrument recorded in Book 4027, Page 910, in the Register's Office of Hamilton County, Tennessee joins in the execution of this instrument to consent to the terms and provisions hereof.

5. Northwest Georgia Bank, which is the owner and holder of a Deed of Trust on the property of the Lanfords pursuant to Deed of Trust recorded in Book 4089, Page 42, in the Register's Office of Hamilton County, Tennessee joins in the execution of this instrument in consent to the terms and provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Adoption of Restrictions to be effective as of the date first above written.


SARATH GANGAVARAPU


RANI GANGAVARAPU


DOUGLAS E. LANFORD


HAZEL LOUISE LANFORD

EAGLE BLUFF HOMEOWNERS
ASSOCIATION, INC.

By: 
Charles L. Arant, President

~~AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHATTANOOGA~~

~~By: _____
Title: _____~~

~~NORTHWEST GEORGIA BANK~~

~~By: _____
Title: _____~~

STATE OF TENNESSEE)
COUNTY OF Hamilton)

Personally appeared before me, Jane McCarter,
Notary Public, SARATH GANGAVARAPU and wife, RANI GANGAVARAPU, with
whom I am personally acquainted, and who acknowledged that they
executed the within instrument for the purposes therein contained.

5
1994. WITNESS my hand, at office, this 10th day of January,

Jane McCarter
Notary Public
My Commission Expires: _____
My Commission Expires Oct 9, 1995

STATE OF TENNESSEE)
COUNTY OF _____)

Personally appeared before me, Sammie Smith,
Notary Public, DOUGLAS E. LANFORD and wife, HAZEL LOUISE LANFORD,
with whom I am personally acquainted, and who acknowledged that
they executed the within instrument for the purposes therein
contained.

WITNESS my hand, at office, this 10th day of January

Sammie S. Smith
Notary Public
My Commission Expires: _____
March 19, 1997



STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Charles L. Arant, to me known (or proved to me on the basis of satisfactory evidence) to be the President of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., the within named bargainer, a Tennessee corporation, who acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

1994.5 WITNESS my hand, at office, this 3rd day of May,

[Signature]
Notary Public
My Commission Expires



STATE OF TENNESSEE)
COUNTY OF HAMILTON)

~~Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____ to me known (or proved to me on the basis of satisfactory evidence) to be the _____ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHATTANOOGA, a national banking association, who acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as _____.~~

~~1994. WITNESS my hand, at office, this _____ day of _____.~~

~~_____
Notary Public
My Commission Expires:~~

STATE OF GEORGIA)
COUNTY OF _____)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____, to me known (or proved to me on the basis of satisfactory evidence) to be the _____ of NORTHWEST GEORGIA BANK, the within named bargainer, a Georgia banking corporation, who acknowledged that he executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

WITNESS my hand, at office, this _____ day of _____, 1994.

Notary Public
My Commission Expires: _____

EXHIBIT "A"

All property of River Run Subdivision, Unit Five (5) as shown by plat of record in Plat Book 46, Page 187, in the Register's Office of Hamilton County, Tennessee and being the property conveyed by Jerry Farinash, Trustee recorded in Book 4027, Page 907, aforesaid records.

EXHIBIT "R"

Lot 242 of River Run Subdivision, Unit Five (5) as shown by plat of record in Plat Book 46, Page 187, in the Register's Office of Hamilton County, Tennessee and being the property conveyed by Sarath Gangavarapu and wife, Rani by deed recorded in Book 4089, Page 992, aforesaid records.

266148

PAMELA RUST
REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

'95 JUN 12 PM 3 44

BY: [Signature]
DEPUTY
RECPT. # 770057

#9

This Instrument Prepared By:
Miller & Martin
Suite 1000
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made to be effective as of March 4, 1995 by and between EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association (the "Association") and HICKORY LAND COMPANY, L.P., a Tennessee limited partnership ("Hickory").

BACKGROUND

Hickory is the owner of certain property described on Exhibit "A" attached hereto and incorporated herein (the "Hickory Tract"). There is some question as to whether the Hickory Tract is subject to the Declaration of Covenants and Restrictions of River Run (now Eagle Bluff) recorded in Book 3440, Page 488, as amended in Book 3553, Page 687 and Book 4514, Page 685, in the Register's Office of Hamilton County, Tennessee (collectively the "Declaration"). Hickory has agreed to impose the terms and provisions of the Declaration upon the Hickory Tract subject to the terms and provisions herein. Capitalized terms used herein and not otherwise defined shall have the meaning provided in the Declaration.

OK 2/23/95

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto and for other good and valuable consideration, the receipt and legal sufficiency of all of which are acknowledged, the parties agree that the Hickory Tract shall be governed by, and subject to, all of the terms and provisions of the Declaration with the following exceptions.

1. The Association consents to the incorporation of the individual lots comprising the Hickory Tract into a new Lot 1 of Eagle Bluff Subdivision as shown on plat recorded in Plat Book 55, Page 187, aforesaid records. Such new lot shall have ingress and egress over and across Rainbow Springs Drive as shown on such plat.

2. Notwithstanding anything in the Declaration to the contrary, in the event Townhomes are developed on the Hickory Tract, the coloring and the composition of the roof and exterior of such improvements need not be uniform with those of existing Townhomes but shall be subject to the prior written review and approval of the Architectural Review Committee. The parties agree that an exterior of stacked stone and sto shall be expressly permitted on buildings in the Hickory Tract.

3. Driveways, walks and mailboxes for improvements on the Hickory Tract need not be uniform with those presently located on the existing Townhouse Property but may be constructed in accordance with the provisions regarding the remainder of the Lots in the Subdivision including, without limitation, the restrictions

set forth on Exhibit "A" to the Amendment of the Declaration recorded in Book 4514, Page 685, aforesaid records regarding driveways, walks and mailboxes.

4. Any Townhomes constructed on the Hickory Tract shall contain the same square footage as required of the Townhomes except that any unit constructed on multi-levels shall have a minimum of One Thousand Five Hundred (1,500) square feet on the first level rather than One Thousand Six Hundred Fifty (1,650) square feet.

* 5. The Hickory Tract shall be considered as four (4) Lots for purposes of both assessments and voting until such time as a subdivision plat dividing the Hickory Tract has been approved by the Board in accordance with the Declaration and recorded in the Register's Office of Hamilton County, Tennessee.

This Amendment was adopted at the annual meeting of the Association held on March 4, 1996. Notice of the meeting was provided to members on February 19, 1996. Owners representing 146 of the 243 Lots were present at the meeting either in person or through proxies filed with the Board of Directors and the terms and provisions of this Amendment were approved by a vote of 139-3 with 4 abstentions.

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the date first above written.

EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC.

By: John R. Martin, Jr.
Title: President

Attest: Sandra Blankenship
Title: Secretary

HICKORY LAND COMPANY, L.P.
By: Hudson Companies, Inc.,
its sole general partner

By: James C. Hudson, III
James C. Hudson, III

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, a Notary Public in and for the state and county aforesaid, personally appeared John R. Martin, Jr. and Sandra Blankenship to me known (or proved to me on the basis of satisfactory evidence) to be the President and Secretary of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., the within named bargainer, a Tennessee corporation, who acknowledged that they 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, at office, this 26th day of March, 1996.

Sarahy Seppeler
Notary Public
My Commission Expires: 4-23-97

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, the undersigned Notary Public for the county and state aforesaid, personally appeared James C. Hudson, III, 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 President of Hudson Companies, Inc., the sole general partner of HICKORY LAND COMPANY, L.P., a Tennessee limited partnership, and that he executed the foregoing instrument for the purposes therein contained on behalf of such corporation in its capacity as general partner.

WITNESS my hand and seal this 25th day of March,
1996.

Wendy Smudde
Notary Public
My Commission Expires: 1-9-99

EXHIBIT "A"

322754

TRACT ONE:

REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

Lots One Hundred Fifty-Five (155), One Hundred Fifty-Six (156), and One Hundred Fifty-Seven (157), River Run Townhomes, as shown by plat of River Run Townhomes of record in Plat Book 44, Page 213, in the Register's Office of Hamilton County, Tennessee.

'96 APR 18 PM 3 39

TRACT TWO:

BY: *K. McCallister*
DEPUTY

DEPT. # 836584

To locate the point of beginning, begin at the westernmost point on the south line of Lot 155, which is a common corner of Lots 155 and 154 of the River Run Townhomes, as shown by plat of record in Plat Book 44, Page 213, in the Register's Office of Hamilton County, Tennessee; thence from said point North 86 degrees 02 minutes 48 seconds East, along the south line of said Lot 155, 284.64 feet to an iron pin in the easternmost corner of Lot 155, and the POINT OF BEGINNING of the property herein described; thence North 59 degrees 30 minutes 04 seconds West, along the northeastern lines of Lots 155, 156, 157 and 158, River Run Townhomes, 503.23 feet to an iron pin, said point being the northernmost corner of Lot 158, said River Run Townhomes; thence North 27 degrees 08 minutes 58 seconds East 143.12 feet to an iron pin; thence North 38 degrees 08 minutes 53 seconds East 541.23 feet to an iron pin; thence North 86 degrees 58 minutes 03 seconds East 375.33 feet to an iron pin; thence South 28 degrees 29 minutes 02 seconds West 522.53 feet to an iron pin; thence South 1 degree 18 minutes 42 seconds East 269.94 feet to an iron pin; thence South 44 degrees 37 minutes 26 seconds West 139.23 feet to an iron pin and point of beginning.

The legal description used herein is that contained in deed recorded in Deed Book 4105, Page 191, in the Register's Office of Hamilton County, Tennessee and no new description was obtained. Reference for prior title is made to such deed.

#10

*Atty. Maloney & Martin
Covch*

BOOK 4867 PAGE 148

This Instrument Prepared By:
W. Alan Nichols
Suite 1000
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

Tax Parcel No. _____
102P-A-001.01

NOTICE AND RESTRICTIVE COVENANT

03/08/97 MISC 20.00 **20.00

EAGLE BLUFF GOLF CLUB, L.L.C. (the "Company"), the owner of certain property in Hamilton County, Tennessee described on Exhibit "A" attached hereto and incorporated herein (the "Real Estate") executes this instrument to provide notice that it has entered into an agreement with certain of its members as set forth in Exhibit "B" hereto and that the rights of such members as provided therein shall be covenants running with the land of the Real Estate and be binding upon and inure to the benefit of the Company, such members and their respective heirs, successors or assigns.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized manager of the Company as of the 25th day of April, 1997.

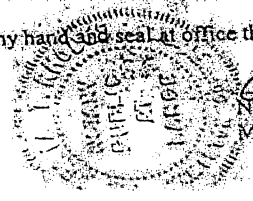
EAGLE BLUFF GOLF CLUB, L.L.C.

By: Jim Haslam
Title: Operating Manager

STATE OF Tennessee
COUNTY OF Hamilton

Before me, a Notary Public in and for the state and county aforesaid, personally appeared Jim Haslam to me known (or proved to me on the basis of satisfactory evidence) to be the Manager of EAGLE BLUFF GOLF CLUB, L.L.C., a Georgia limited liability company, who acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of said limited liability company in his capacity as Manager.

WITNESS my hand and seal at office this 25th day of April, 1997.



Gregory J. Hodges
Notary Public
My Commission Expires:

BOOK 4867 PAGE 149

page 1 of 2

EXHIBIT "A"

All that property described in deed from River Run Golf Club Limited Partnership to Eagle Bluff Golf Club, L.L.C., dated December 21, 1994 and recorded in Deed Book 4447, Page 122 in the Register's Office of Hamilton County.

REFERENCE for prior title is made to such deed.



EQUITY INVESTORS' CHARTER MEMBERSHIP (continued)

- 2.) The Charter Membership allows certain privileges above and beyond the normal privileges of Class B Equity Members, Semi-Private Members and Private Members such as the waiver of any and all Daily-Fee/Non-Equity initiation fees and the waiver of any and all future Private Membership initiations fees.
- 3.) All other rules governing the Daily-Fee/Non-Equity Memberships apply to the Charter Members during the operation of the Golf Course under this format, and all rules governing the Private Memberships apply to the Charter Members during the operation of the Golf Course under this format. The Charter Member agrees to adhere to all rules and fees as established by the Company's Management, including the monthly membership fees, which will be based on the desired level of membership, cart rental fees and incidentals.
- 4.) The Charter Membership is refundable, transferable within families and home ownership of Eagle Bluff Neighborhood homes and will be evidenced with a special insignia "Charter Member" Golf Club Card and a promissory note from the Company to the Charter Member.
- 5.) Upon reasonable notification by the Charter Member, the Company will refund or transfer the Charter Membership. If the Charter Membership is cancelled, the Charter Member will receive a check in the amount of \$4,000 from the Company as a refund. If the Charter Membership is transferred, the transferee will have a guaranteed Daily-Fee/Non-Equity membership with a waiver of initiations fees and a guaranteed private membership option at the current market rate less the \$4,000 Charter Membership transfer credit.
- 6.) Management of the Company will make available for Charter Members all documents related to the membership opportunities during the Daily-Fee/Non-Equity and Private Membership phases of the Golf Course upon consent of the Company's legal counsel and the approval and ratification by the Company and its equity owners.
- 7.) Charter Membership privileges shall survive any and all changes of the Company's ownership structure and are to be accounted and negotiated for in such manner regarding future ownership exit strategies considered by the Company and its equity owners.

B

EQUITY INVESTORS' CHARTER MEMBERSHIP (continued)

8.) The ten (10) Charter Members listed below from the above listed 15 elected to participate in a one time cart-fee program offered to all Charter Members by the Golf Course. This agreement allows unlimited cart usage to these ten (10) for \$110.00 monthly as the cart-fee program.

George & Anna Sue Allen
Dallas & Beverly Bunton
Dan & Sherry Jacobs
John & Faye Martin
Pete & Sharon Rickerd

Tom & Marilyn Beckner
Richard & Terry Carlson
Alan & Susan Mangan
Bert & Paula Rees
Charlie & Marty Schoocraft

In witness whereof, the parties hereto have affixed their hands and seals to this Charter Member Certificate to be honored by their duly authorized officers, all as of the day and year first above written.

Eagle Bluff Golf Club, L. L. C.

390703

By: *Jim Haslam*
Jim Haslam, Operating Manager

REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

Attest

'97 MAY 8 AM 11 04

By: *Sharon C. Carter*
Secretary

DEPUTY

RECPT. # 917863

#11

BOOK 4939 PAGE 318

js

This Instrument Prepared By:
Miller & Martin
Suite 1000 09/10/97 MISC
Volunteer State Life Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

16.00 **16.00 A

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made to be effective as of April 20, 1997 by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association (the "Association").

BACKGROUND

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 491, in the Register's Office of Hamilton County, Tennessee as modified by amendments recorded in Book 3553, Page 687 and Book 4514, Page 685, aforesaid records. Such Declaration, as amended, is collectively referred to herein as the "Declaration." Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.

2. The Association is the entity described in the Declaration as the "Association." The Declaration was amended at the annual meeting of the Association held on April 10, 1997. Notice of the meeting was provided to members on March 13, 1997. Owners representing 114 Lots were present at the meeting either in person or by proxy and approval by 76 Lots was necessary to adopt

CK# 15030

the proposed amendments. This was the second meeting of the Association for 1997 since a quorum was not present at the earlier meeting held on March 10, 1997. This instrument is executed pursuant to Part Four of the Declaration to provide record notice thereof.

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of all of which are acknowledged, the Association hereby modifies the Declaration as follows:

1. Article I, Section 8 of the Declaration (appearing at Book 3440, Page 497 in the Register's Office) is amended by adding the following sentence (which was approved by a vote of 77 to 37):

The only signs permitted shall be one professionally painted owner's sign or one licensed brokerage sign per lot advertising the sale of a residence or of an unimproved lot and for no other purpose. Lots adjoining a property line with the golf course may have one additional sign visible to the golf course.

2. Article II, Section 3 of the Declaration (appearing at Book 3440, Page 499 in the Register's Office) is amended by adding the following sentence (which was approved by a vote of 104 to 9):

No fences shall be allowed on Lots sharing a property line with the golf course.

3. Section 6.2 of the Bylaws of the Declaration (appearing at Book 3440, Page 517) is amended by deleting the present section and substituting in lieu thereof the following:

6.2 ELECTION AND TERM OF OFFICE. The Directors shall be elected by a majority of Members present at the annual meeting. Initially, the term of office for six (6) Directors will be one (1) year, and the term of office for seven (7) Directors shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting. At all times the Board of Directors shall be represented by at least two (2) Townhouse owners and the balance by unattached homeowners.

The first two sentences in this Amendment were approved by a vote of 78 to 35 and are to become effective at the 1998 annual meeting, while the final sentence was approved by a vote of 78 to 36.

Except as herein expressly modified or amended, all terms and provisions of the Declaration shall continue and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the Association to be effective as of the date first above written.

EAGLE BLUFF HOMEOWNERS
ASSOCIATION, INC.

BY: James E. Dwyer
President

Attest: Sandra S. Blankenship
Secretary

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Personally appeared before me, Lisa Morgan
Notary Public, James E. Dwyer and Sandra G. Blankenship,
with whom I am personally acquainted, and who acknowledged that
they executed the within instrument for the purposes therein
contained, and who further acknowledged that they are the President
and Secretary of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., and are
authorized by the corporation to execute this instrument on behalf
of the corporation.

WITNESS my hand, at office, this 28th day of August,
1997.

Lisa Morgan
Notary Public
My Commission Expires 4-11-98

414676

REGISTER
HAMILTON COUNTY
STATE OF TENNESSEE

SEP 10 PM 4 03

[Signature]
DEPUTY

DEPT. # 945623

#12

⊕

Instrument: 2005041200210
 Book and Page: GI 7493 268
 Data Processing F \$2.00
 Misc Recording Fe \$15.00
 Total Fees: \$17.00
 User: DSKELTON
 Date: 12-APR-2005
 Time: 01:45:38 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

**AMENDMENT TO DECLARATION OF COVENANTS
 AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of March 4, 1996, by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association (the "Association").

BACKGROUND

16093 / 023

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee, as modified by amendments recorded in Book 3553, Page 687; Book 4514, Page 685; Book 4666, Page 380; and in Book 4939, Page 318, in the Register's Office of Hamilton County, Tennessee. Such Declaration, as amended, is collectively referred to herein as the "Declaration." Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.

2. The Association is the entity described in the Declaration as the "Association." The Declaration was amended at the annual meeting of the Association held on March 4, 1996. Notice of the meeting was provided to members on February 19, 1996. Owners representing 146 of the 243 Lots were present at the meeting either in person or by proxy and the terms and provisions of this amendment were approved by a vote of 134 "for" and 7 "opposed". This instrument is executed pursuant to Part Four of the Declaration to provide record notice thereof.

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of all, which are acknowledged, the Association hereby modifies the Declaration as follows:

5

1. Article 9, Section 9.7(d) of the Bylaws of the Declaration (appearing at Book 3440, Page 520, in the Register's Office of Hamilton County, Tennessee) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 9.7. Powers and Duties of Treasurer.

(d) The Treasurer shall cause an annual review of the Association Financial records to be completed no later than June 30 each year by a "Financial Review Committee" selected by the Board and the results of such review shall be reported to the Board. The "Financial Review Committee" shall be composed of two members of the Association [not including the Treasurer].

2. Article 9, Section 9.7(e) of the Bylaws of the Declaration (appearing at Book 3440, Page 520, in the Register's Office of Hamilton County, Tennessee) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 9.7. Powers and Duties of Treasurer.

(e) The Treasurer, in conjunction with such other persons as the Board may designate, shall prepare an annual budget for consideration, modification, if appropriate, and ultimate approval by the Board.

3. Except as herein expressly modified or amended, all terms and provisions of the Declaration shall continue and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed by the duly authorized officers of the Association to be effective as of the dated first above written.

EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association

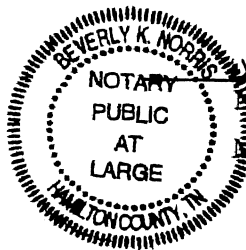
By: Daniel Patterson
President

Attest: Joy Smith
Secretary

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Beverly K. Norris, Notary Public, Daniel Patterson and Joy Smith, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained, and who further acknowledged that they are the President and Secretary, respectively, of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association, and are authorized by the corporation to executed this instrument on behalf of the corporation.

WITNESS my hand, at office, this 24th day of January, 2004.



Beverly K. Norris
Notary Public

My Commission Expires: October 6, 2007

This instrument was prepared by:
HON & KOPET, Attorneys
617 Walnut Street
Chattanooga, TN 37402

RETURN TO:
Title Guaranty & Trust Co.
617 Walnut Street
Chattanooga, TN 37402

#13

7

Instrument: 2005041200211
 Book and Page: G1 7493 271
 Data Processing F \$2.00
 Misc Recording Fe \$20.00
 Total Fees: \$22.00
 User: DSKELTON
 Date: 12-APR-2005
 Time: 01:45:38 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

**AMENDMENT TO DECLARATION OF COVENANTS
 AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of March 1, 2001, by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association (the "Association").

2003

BACKGROUND

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee, as modified by amendments recorded in Book 3553, Page 687; Book 4514, Page 685; Book 4666, Page 380; Book 4939, Page 318; and in Book 7493, Page 248, in the Register's Office of Hamilton County, Tennessee. Such Declaration, as amended, is collectively referred to herein as the "Declaration." Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.

2. The Association is the entity described in the Declaration as the "Association." The Declaration was amended pursuant to duly called meetings of the Association and passed according to the provisions of the Declaration. This instrument is executed pursuant to Part Four of the Declaration to provided record notice thereof.

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of all, which are acknowledged, the Association hereby modifies the Declaration as follows:

0

1. Article I, Section 20 of the Declaration (appearing at Book 3440, Page 498, in the Register's Office of Hamilton County, Tennessee) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 20. Certain Restrictions.

No structure shall be built on any portion of the Property which does not comply with height, setback, lot area percentage, density or other restrictions imposed on a particular area (or phase) of Eagle Bluff, as set forth in this Declaration or in supplements or amendments hereto or by governmental codes and ordinances. Factory built housing (e.g. mobile homes, manufactured modular housing units, etc.) may not be used in whole or in part in the construction of any structure. No aboveground swimming pools shall be permitted. (This provision was approved by a vote of 103-42.) Window treatments must have white/off-white lining or white/off-white shades. (This provision was approved by a vote of 100-45)

2. Article IV, Section 3 of the Declaration (appearing at Book 3440, Page 507, in the Register's Office of Hamilton County, Tennessee) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 3. Enforcement by Developer or Association.

In addition to the foregoing, Developer or Association shall have the right to levy fines and to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach hereunder. Developer or the Association may engage a person or persons to respond to complaints received concerning violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, Developer or Association may fine violators up to \$10.00 per day for each violation and may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse Developer or Association in full for all its direct and indirect costs, including but not limited to legal fees and court costs incurred in maintaining compliance with these Covenants.

3. Article IV, Section 5 of the Declaration (appearing at Book 3440, Page 508, in the Register's Office of Hamilton County, Tennessee) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 5. Means of Enforcement.

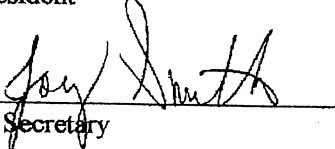
Enforcement of these Covenants shall be by the levying of fines or by any proceeding at law or in equity, whether it be to restrain violation or to recover damages or to establish or enforce any lien provided for in these Covenants.

4. Except as herein expressly modified or amended, all terms and provisions of the Declaration shall continue and remain in full force and effect.

IN WITNESS WHEREOF, this Amendment is to be effective as of March 1, 2001 and has been executed by the duly authorized officers of the Association this 24th day of January 2005.

EAGLE BLUFF HOMEOWNERS
ASSOCIATION, INC., a Tennessee
non-profit association

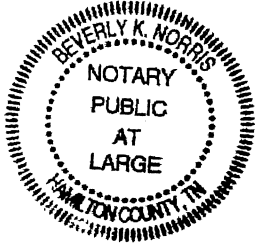
By: 
President

Attest: 
Secretary

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Beverly K. Norris, Notary Public,
Carroll Patterson and Jay Smith, with whom I am personally acquainted,
and who acknowledged that they executed the within instrument for the purposes therein
contained, and who further acknowledged that they are the President and Secretary, respectively,
of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit
association, and are authorized by the corporation to execute this instrument on behalf of the
corporation.

WITNESS my hand, at office, this 24th day of January, 2005.



Beverly K. Norris
Notary Public

My Commission Expires ~~COMMISSION EXPIRES:~~
~~October 6, 2007~~

This instrument was prepared by:
W & KOPET, Attorneys
617 Walnut Street
Chattanooga, TN 37402

RETURN TO:
Title Guaranty & Trust Co.
617 Walnut Street
Chattanooga, TN 37402

#14

①

Instrument: 2005041200212
 Book and Page: GI 7493 275
 Data Processing F \$2.00
 Misc Recording Fe \$20.00
 Total Fees: \$22.00
 User: DSKELTON
 Date: 12-APR-2005
 Time: 01:45:38 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

**AMENDMENT TO DECLARATION OF COVENANTS
 AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of March 1, 2002, by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association (the "Association").

BACKGROUND

383

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee, as modified by amendments recorded in Book 3553, Page 687; Book 4514, Page 685; Book 4666, Page 380; Book 4939, Page 318; Book 7493, Page 268, and in Book 7493, Page 271, in the Register's Office of Hamilton County, Tennessee. Such Declaration, as amended, is collectively referred to herein as the "Declaration." Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.

2. The Association is the entity described in the Declaration as the "Association." The Declaration was amended pursuant to a duly called meetings of the Association and passed according to the provisions of the Declaration. This instrument is executed pursuant to Part Four of the Declaration to provided record notice thereof.

NOW, THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of all, which are acknowledged, the Association hereby modifies the Declaration as follows:

D

1. Part Four, Article II, Section 2 of the Declaration (appearing at Book 3440, Page 507, in the Register's Office of Hamilton County, Tennessee) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 2. Quorum Required for the Amendment by Members.

The quorum required for any action authorized to be taken by the Association under this Article II shall be as follows:

The first time any meeting of the Members of the Association is called to take action under this Article II, the presence at the meeting or the Members or Proxies entitled to cast fifty percent (50%) of the total vote of the Membership shall constitute a quorum. If the required quorum is not present at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the Association.

2. Article 5, Section 5.7 of the Bylaws of the Declaration (appearing at Book 3440, Page 516, in the Register's Office of Hamilton County, Tennessee) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 5.7. Quorum.

Unless otherwise provided for by law, the Articles of Incorporation, the Declaration or these Bylaws, the quorum required for any action, which is subject to a vote of the Members at a regular or special meeting of the Association, shall be as follows:

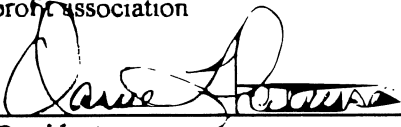
The first time a meeting of the Members of the Association is called to vote on a particular action proposed to be taken by the Association, the presence at the meeting of Members or proxies entitled to cast fifty percent (50%) of the total vote of the Association shall constitute a quorum. If the required quorum is called subject to the giving of proper notice and the required quorum at such meeting shall be the presence of Members or proxies entitled to cast twenty-five percent (25%) of the total vote of the Association. In the event the required quorum is not forthcoming at the second meeting, a third meeting may be called subject

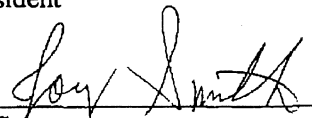
to the giving of proper notice and there shall be no quorum requirement for such third meeting. Unless otherwise provided, any reference hereafter to "votes cast at a duly called meeting" shall be construed to be subject to other requirements for such "duly called meeting" which may be established by the Bylaws. This provision shall not apply when the proposed action is the amendment of the Declaration. Any and all meetings called to amend the Declaration shall require the presence of Members or proxies entitled to cast seventy-five percent (75%) of the total vote of the Association.

3. Except as herein expressly modified or amended, all terms and provisions of the Declaration shall continue and remain in full force and effect.

IN WITNESS WHEREOF, , this Amendment is to be effective as of March 1, 2002 and has been executed by the duly authorized officers of the Association this 24th day of January 2005.

EAGLE BLUFF HOMEOWNERS
ASSOCIATION, INC., a Tennessee
non-profit association

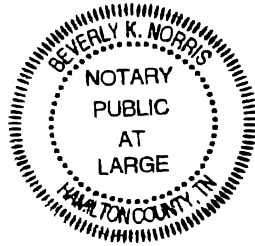
By: 
President

Attest: 
Secretary

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Beverly K. Norris, Notary Public,
Darrell Patterson and Jay Smith, with whom I am personally acquainted,
and who acknowledged that they executed the within instrument for the purposes therein
contained, and who further acknowledged that they are the President and Secretary, respectively,
of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit
association, and are authorized by the corporation to executed this instrument on behalf of the
corporation.

WITNESS my hand, at office, this 24th day of January, 2005.



Beverly K. Norris
Notary Public

My Commission Expires: ~~COMMISSION EXPIRES:~~
October 6, 2007

This instrument was prepared by:
HUN & KOPET, Attorneys
617 Walnut Street
Chattanooga, TN 37402

RETURN TO:
Title Guaranty & Trust Co.
617 Walnut Street
Chattanooga, TN 37402

#15

Instrument: 2005060900207
 Book and Page: GI 7560 470
 Data Processing F \$2.00
 Misc Recording Fe \$15.00
 Total Fees: \$17.00
 User: KLYNN
 Date: 09-JUN-2005
 Time: 03:59:07 P
 Contact: Pam Hurst, Register
 Hamilton County Tennessee

This instrument prepared by and after recording return to:
 Thomas L. Hayslett, III
 Miller & Martin PLLC
 Suite 1000, Volunteer Building
 832 Georgia Avenue
 Chattanooga, Tennessee 37402-2289

NOTICE OF ALLOCATION OF ASSESSMENT FOR ABANDONED LOT

(Cross References: Book 3440, Page 488, Book 3553, Page 687, Book 3681, Page 484, Book 3748, Page 583, Book 4010, Page 828, Book 4514, Page 685, Book 4514, Page 693, Book 4666, Page 380, Book 4939, Page 318, Book 7493, Page 268, Book 7493, Page 271, and Book 7493, Page 275)

THIS NOTICE OF ALLOCATION OF ASSESSMENT FOR ABANDONED LOT (the "Notice") is being executed to be effective as of the date below written by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Tennessee non-profit corporation, to provide constructive notice of a lot abandonment and of the allocation of said Lot's annual assessment to certain remaining Lots once the improvements thereon are completed to a point at which the Lots become subject to assessment as a Units.

Background

A. That certain Declaration of Covenants and Restrictions for Eagle Bluff Subdivision, recorded at Book 3440, Page 488, Book 3553, Page 687, Book 3681, Page 484, Book 3748, Page 583, Book 4010, Page 828, Book 4514, Page 685, Book 4514, Page 693, Book 4666, Page 380, Book 4939, Page 318, Book 7493, Page 268, Book 7493, Page 271, and Book 7493, Page 275, aforesaid Register's Office (collectively, the "Declaration") governs the residential neighborhood known as Eagle Bluff (the "Development").

B. The Association acts as the homeowners' association for the Development, pursuant to the Declaration and pursuant to established bylaws for the operation of the Association (the "Bylaws").

C. The Declaration provides for a board of directors (the "Board") of the Association and requires each Owner to pay an assessment to the Association (the "Assessment"). The Declaration further provides assessments shall be due on Lots as originally platted regardless of any approval by the Board to combine two (2) or more Lots into one (1) larger Lot. (See Section 3 of instrument recorded at Book 4514, Page 685, aforesaid Register's office.) Pursuant to Part 3, Article III, Section 3 of the Declaration, each Owner shall be responsible for said Owner's share of such assessment which has been assigned, and/or reassigned, to each Lot, Unit, Multi-Family Tract, Unsubdivided Land and/or Private Recreational Tract.

D. The Association is recording this Notice to provide notice to all of the world of the reallocation of the assessments regarding Lots 180, 181, 182 and 183 as shown on Plat of record in Plat Book 44, Page 213, Register's Office of Hamilton County, Tennessee due to the abandonment of Lot 180, per Plat of record at Plat Book 77, Page 22, aforesaid Register's Office.

Notice

For and in consideration of the benefits to the Development that the reallocation of the assessments shall have for the Development, and pursuant to the Declaration, the Association hereby declares and provides notice as follows:

1. The above recitals are true and correct and are herein incorporated.
2. The assessment for Lot/Unit 180 shall be equally divided and allocated to the remaining three (3) Lots/Units (181 - 183), such that these Lots/Units will each pay 133% of the assessment that otherwise would have been allocable to such Lots/Units.

IN WITNESS WHEREOF, the Association has executed this Notice by its duly authorized officer on the date below written.

EAGLE BLUFF HOMEOWNER'S
ASSOCIATION, INC.

By:


Teri-Jedda McAvo, President

Date:

6-7-05

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

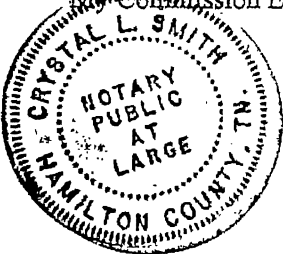
Book and Page: GI 7560 472

Before me, Crystal L. Smith Notary Public of the state and county
aforementioned, personally appeared Teri-Jeator McAvoy, 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 the President of EAGLE BLUFF HOMEOWNER'S
ASSOCIATION, INC. the within named bargainor, a Tennessee non-profit corporation, and that
for and on behalf of said bargainor, being first duly authorized so to do by bargainor, he/she
executed and delivered the within instrument on the date and in the year therein mentioned, for
the purpose therein contained, by personally signing the name of the corporation as President.

Witness my hand and seal at office in Hamilton County, Tennessee, this 7th day of
June, 2005.

Crystal L. Smith
Notary Public

My Commission Expires: 3/10/2007



#16

Instrument: 200711000023
 Book and Page: 61 8514 966
 REC'S RECORDING FEE \$15.00
 DEED PROFESSIONAL FEE \$2.00
 Total Fees: \$17.00
 User: MIC/Saylor
 Date: 11/5/2007
 Time: 3:42:00 PM
 Location: Cox Bldg., Register
 Hamilton County, Tennessee

File #1832-07

Grantor's Address	Mail Tax Bills To	Map Parcel No.
Larry Schmitt Construction,	Same	102P-F-009
155 Eads Hamilton School Rd.		
Hamilton, TN 37341		

2/29/09
 by
 H. by

QUITCLAIM DEED

IN CONSIDERATION of One (\$1.00) Dollar and other valuable considerations paid, the receipt of all of which is hereby acknowledged; We, **MICHAEL P. STRICKLAND, Married** and **LARRY D. SCHMITT, Married**, hereby declaring that the hereinafter described property is not now, nor has ever been our place of residence, do hereby transfer, and convey and forever quitclaim unto **LARRY SCHMITT CONSTRUCTION, LLC, a Tennessee Limited Liability Company**, all our right, title and interest in and to the following described real estate located in the Second Civil District of Hamilton County, Tennessee:

Lot One (1), Eagle Ridge, as shown by plat of record in Plat Book 55, Page 187, in the Register's Office of Hamilton County, Tennessee.

The legal description is taken from the last deed of record.

Reference for prior title is made to deed of record in Book 7397, Page 878, in the Register's Office of Hamilton County, Tennessee.

THIS CONVEYANCE IS MADE SUBJECT TO THE FOLLOWING:
 Restrictions as set out in instruments recorded in Book 3440, Page 488; Book 3553, Page 687 and Book 3681, Page 484; as amended in Book 4514, Page 685; Book 4666, Page 380; Book 4939, Page 318; Book 7493, Page 268; Book 7493, Page 271 and Book 7493, Page 275, in said Register's Office.
 Conditions, easements, restrictions, etc., as set out on plat of record in Plat Book 44, Page 213, in said Register's Office.
 Ten (10) foot drainage, power and communication easement along the Western line of Lot 157, as shown by plat of record in Plat Book 44, Page 213 and plat of record in Plat Book 55, Page 187, in said Register's Office.
 Ten (10) foot power and telephone easement along Southern line of Lot 155, as shown by plat of record in Plat Book 44, Page 213, and as shown by plat recorded in Plat Book 55, Page 187, in said Register's Office.
 Twenty (20) foot power and communication easement as shown by plat recorded in Plat Book 55, Page 187, in said Register's Office.
 Ten (10) foot drainage, power and communication easement as shown by plat of record in Plat Book 55, Page 187, in said Register's Office.
 Septic Line Agreement as set out in instrument recorded in Book 4039, Page 602, in said Register's Office.

Any governmental zoning and subdivision ordinances or regulations in effect thereon.

This Instrument Prepared By:
 Grant, Koryvalinka & Harrison
 Suite 900-Republic Centre
 633 Chestnut Street
 Chattanooga, TN 37402

File: Preferred

9

Grantor and Grantee acknowledge that this deed is prepared from information furnished by them. No title examination has been made and no Owners Title Insurance is being issued on the property covered in this deed and neither Preferred Title Insurance Agency, Inc., nor Grant, Konvalinka & Harrison shall have any liability for the status of title to the property or for the accuracy of such information.

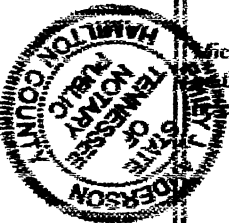
Grantee(s) acknowledge that they are aware that no Owners Title Insurance is being issued on the property covered in the deed and that neither Preferred Title Insurance Agency, Inc., nor Grant, Konvalinka & Harrison shall have any liability as to the status of Owners Title to the property.

Taxes for the year of 2007 are to be prorated between the Grantor and the Grantee of even date herewith.

WITNESS our hands on this the 18th day of October, 2007.

Michael P. Strickland
Michael P. Strickland
Larry D. Schmitt
Larry D. Schmitt

STATE OF TENNESSEE
COUNTY OF HAMILTON



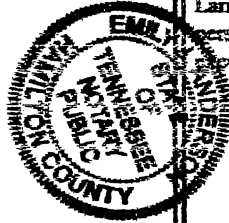
On this the 18th day of October, 2007, before me personally appeared Michael P. Strickland, to me known (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

E.M.R. Anderson
Notary Public

My Commission Expires: 3-29-09

STATE OF TENNESSEE
COUNTY OF HAMILTON



On this the 18th day of October, 2007, before me personally appeared Larry D. Schmitt, to me known (or proved to me on the basis of satisfactory evidence), to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and Notarial Seal.

E.M.R. Anderson
Notary Public

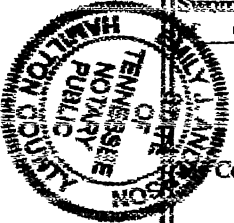
My Commission Expires: 3-29-09

STATE OF TENNESSEE
COUNTY OF HAMILTON

I (or we) hereby offering this instrument for recording within the meaning of the Statutes of the State of Tennessee, under TCA Code Section 67-4-409, hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater is \$ 0, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

Casey Bales, agent
Affiant

Sworn to and subscribed before me this 18th day
October, 2007.



S. D. Anderson
Notary Public

Commission Expires: 3-29-09

#12

Instrument: 2009062200359
 Book and Page: GI 8957 538
 Data Processing Fee \$2.00
 Misc Recording Fee \$20.00
 Total Fees: \$22.00
 User: khoward
 Date: 22-Jun-2009
 Time: 02:33:10 PM
 Contact: Pam Hurst, Register
 Hamilton County Tennessee
 Electronically Recorded by Simplifile

This instrument prepared by and after recording return to:
 Thomas L. Hayslett, III
 Miller & Martin PLLC
 Suite 1000, Volunteer Building
 832 Georgia Avenue
 Chattanooga, Tennessee 37402-2289

NOTICE OF ALLOCATION OF ASSESSMENT FOR ABANDONED LOT

(Cross References: Book 3440, Page 488 (original Declaration); Book 7493, Page 275 (most recent Amendment))

THIS NOTICE OF ALLOCATION OF ASSESSMENT FOR ABANDONED LOT (the "Notice") is being executed to be effective as of the date below written by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Tennessee non-profit corporation, to provide constructive notice of a lot abandonment and of the allocation of said Lot's annual assessment to certain remaining Lots once the improvements thereon are completed to a point at which the Lots become subject to assessment as a Units.

Background

A. That certain Declaration of Covenants and Restrictions for Eagle Bluff Subdivision, recorded at Book 3440, Page 488, as amended by instruments recorded at Book 3553, Page 687, Book 3681, Page 484, Book 3748, Page 583, Book 4010, Page 828, Book 4514, Page 685, Book 4514, Page 693, Book 4666, Page 380, Book 4939, Page 318, Book 7493, Page 268, Book 7493, Page 271, and Book 7493, Page 275, aforesaid Register's Office (collectively, the "Declaration") governs the residential neighborhood known as Eagle Bluff (the "Development").

B. The Association acts as the homeowners' association for the Development, pursuant to the Declaration and pursuant to established bylaws for the operation of the Association (the "Bylaws").

C. The Declaration provides for a board of directors (the "Board") of the Association and requires each Owner to pay an assessment to the Association (the "Assessment"). The Declaration further provides assessments shall be due on Lots as originally platted regardless of any approval by the Board to combine two (2) or more Lots into one (1) larger Lot. (See Section 3 of instrument recorded at Book 4514, Page 685, aforesaid Register's office.) Pursuant to Part 3, Article III, Section 3 of the Declaration, each Owner shall be responsible for said Owner's share of such assessment which has been assigned, and/or reassigned, to each Lot, Unit, Multi-Family Tract, Unsubdivided Land and/or Private Recreational Tract.

D. The Association is recording this Notice to provide notice to all of the world of the reallocation of the assessments regarding Lots 176, 177, 178 and 179 as shown on Plat of record in Plat Book 44, Page 213, Register's Office of Hamilton County, Tennessee due to the abandonment of Lot 179, per Plat of record at Plat Book 81, Page 41, aforesaid Register's Office.

Notice

For and in consideration of the benefits to the Development that the reallocation of the assessments shall have for the Development, and pursuant to the Declaration, the Association hereby declares and provides notice as follows:

1. The above recitals are true and correct and are herein incorporated.
2. The assessment for Lot/Unit 179 shall be equally divided and allocated to the remaining three (3) Lots/Units (176 - 178), such that these Lots/Units will each pay 133% of the assessment that otherwise would have been allocable to such Lots/Units.

IN WITNESS WHEREOF, the Association has executed this Notice by its duly authorized officer on the date below written.

EAGLE BLUFF HOMEOWNER'S
ASSOCIATION, INC.

By: *Myron Graham*
Myron Graham, President

Date: *June 15, 2009*

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, Pamela D. Sprouse a Notary Public of the state and county
aforementioned, personally appeared Myron Graham, 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 the President of EAGLE BLUFF HOMEOWNER'S ASSOCIATION, INC. the
within named bargainor, a Tennessee non-profit corporation, and that for and on behalf of said
bargainor, being first duly authorized so to do by bargainor, he/she executed and delivered the
within instrument on the date and in the year therein mentioned, for the purpose therein
contained, by personally signing the name of the corporation as President.

Witness my hand and seal at office in Hamilton County, Tennessee, this 15th day of
June, 2009.

Pamela D. Sprouse
Notary Public



My Commission Expires: June 25, 2011

True Copy Certification

I, Thomas L. Hayslett, III, Esq., do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

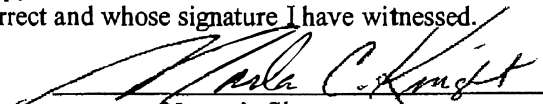


Signature

State of TENNESSEE

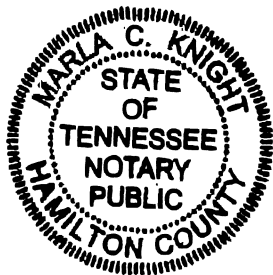
County of HAMILTON

Personally appeared before me, Marla C. Knight, a notary public for this county and state, Thomas L. Hayslett, III, Esq., who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary's Signature

My Commission Expires: 7/21/2010
Notary' Seal (if on paper)



#18

Prepared By:
Thomas E. Dixon
Attorney at Law
821 McFarland Avenue
Rossville, GA 30741

Instrument: 2008040100282
Book and Page: 61 8629 801
MISC RECORDING FEE \$15.00
DATA PROCESSING FEE \$2.00
Total Fees: \$17.00
User: HCDC\DSkelton
Date: 4/1/2008
Time: 3:54:39 PM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

*File
Professional
Landed*

**AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of March 20th 2008, by **EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC.**, a Tennessee non-profit association (the "Association").

1084

BACKGROUND

3837

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee, as modified by amendments recorded in Book 3553, Page 687; Book 4514, Page 685; Book 4666, Page 380; Book 4939, Page 318; Book 7493, Page 268; Book 7493, Page 271; and in Book 7493, Page 275, in the Register's Office of Hamilton County, Tennessee. Such Declaration, as amended, is collectively referred to herein as the "Declaration". Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.
2. The Association is the entity described in the Declaration as the "Association". The Declaration was amended pursuant to duly called meetings of the Association and passed according to the provisions of the Declaration. This instrument is executed pursuant to Part Four of the Declaration to provide record notice thereof.

NOW THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of all, which are acknowledged, the Association hereby modifies the Declaration as follows:

1. **Article IV, Section 3, of the Declaration** (appearing in Book 3440, Page 507, and amended in Book 7493, Page 271, in the Register's Office of Hamilton County, Tennessee), is hereby amended by deleting the present section and substituting in lieu thereof the following:

SECTION 3. Enforcement by Developer or Association.

In addition to the foregoing, Developer or Association shall have the right to levy fines and to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach hereunder. Developer or the Association may engage a

D

person or persons to respond to complaints received concerning violations of the Covenants and shall inform the violators of such complaint. If the violation is not expeditiously terminated, Developer or Association may fine violators up to \$25.00 per day for each violation and may engage legal counsel to bring an appropriate injunctive action, including any appeals, to enforce these Covenants. Violators shall be obligated to reimburse Developer or Association in full for all its direct and indirect costs, including but not limited to legal fees and court costs incurred in maintaining compliance with these Covenants. (This provision was approved by a vote of 99-27).

2. **Article IV, Section 6, of the Declaration** (appearing in Book 3440, Page 496, in the Register's Office of Hamilton County, Tennessee), is hereby amended by deleting the present section and substituting in lieu thereof the following:

SECTION 6. Completion of Construction. Unless a longer period is granted in a deed from Developer to an Owner of a Lot, construction of all dwellings and other structures on Lots must be completed within Twelve (12) months after the date of the first pouring of footings, except where such completion is impossible or would result in great hardship to the Owner or contractor due to circumstances beyond the Owner's or contractor's control. All construction work performed on an Owner's behalf shall be performed under the supervision of a general contractor licensed in the State of Tennessee. Units and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Owner shall require the contractor to maintain the Lot in a reasonably clean and uncluttered condition. Upon completion of construction, the owner shall cause the contractor to immediately remove all equipment, tools and construction material from the Lot. Any damage to roads, Common Properties, or property owned by others caused by the Owner's contractor or other parties providing labor or services to the Owner shall be repaired by the Owner or in default of Owner's performance by Developer, at Owner's expense. (This provision was approved by a vote of 122-4).

3. **Article IV, Section 23 of the Declaration** (appearing in Book 4514, Page 687, in the Register's Office of Hamilton County, Tennessee), which was added as an additional Section 23 to Article IV of the Declaration (following Section 22, which was added at Book 3553, Page 689) is amended by deleting the present section and substituting in lieu thereof the following:

SECTION 23. Builder or Homeowner Construction Requirements. All owners must provide portable toilets throughout the construction of a residence or other building and also keep the building site trash-free, and remove all felled trees, shrubs, construction debris and surplus building material in a timely manner. At the time of plan approval, the owner must deposit with the Board (by check from the Owner or his contractor) a refundable deposit of Three Thousand and 00/100 (\$3,000.00) per home or townhouse. The deposit shall be refundable upon completion of construction and compliance with the provisions in the Declaration in connection with the construction of the home or building. The Board (or any Architectural Review Committee established by the Board) shall have the right, but not the obligation, to use the refundable deposit to pay any obligation of the

Owner or his contractor under the Declaration. Use of the deposit for this purpose shall not limit the obligation of the Owner to the amount of the deposit. (This provision was approved by a vote of 104-22).

4. **The Second Amendment to Declaration of Covenants and Restrictions**, recorded in Book 4514, Page 685, in the Register's Office of Hamilton County, Tennessee, and Exhibit "A", recorded in Book 4514, Page 690, in the said Register's Office, Paragraph 6 is amended by substituting the following paragraph:

6. Any building or structure of any kind constructed on any Lot shall have full masonry foundations and no exposed block, concrete or plastered foundation shall be exposed to the exterior above grade level. All exposed concrete foundations and retaining walls must be covered with stone, brick or "sto" to compliment the house. Architectural stacking stones are permitted for construction of retaining walls. (This provision was approved by a vote of 125-1).

IN WITNESS WHEREOF, this Amendment is to be effective as of March, 2008, and has been executed by the duly authorized officers of the Association this 20th day of March, 2008.

EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association

By: [Signature]
NAME: DARRELL PATTERSON
TITLE: PRESIDENT

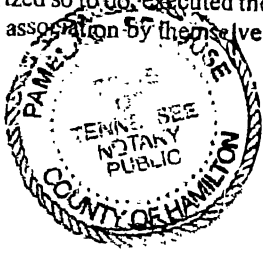
Attest: [Signature]
Secretary

STATE OF: TN
COUNTY OF: Hamilton

On this 20th day of March, 2008, before me, a notary public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared **DARRELL PATTERSON AND Susan Underwood** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged him/herself to be the **PRESIDENT AND SECRETARY**, respectively, of **EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association**, and that he as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the association by themselves as such officers.

[Signature]
NOTARY PUBLIC

My Commission Expires: ENC 25, 2011



#19

Instrument: 2009081000345
Book and Page: GI 8994 421
Data Processing Fee \$2.00
Misc. Recording Fee \$20.00
Total Fees: \$22.00
User: msertel
Date: 10-Aug-2009
Time: 03:18:47 PM
Contact: Pam Hurst, Register
Hamilton County Tennessee
Electronically Recorded by Simplifile

This instrument prepared by and after recording return to:
Thomas L. Hayslett, III
Miller & Martin PLLC
Suite 1000, Volunteer Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

NOTICE OF ALLOCATION OF ASSESSMENT FOR ABANDONED LOT

(Cross References: Book 3440, Page 488 (original Declaration); Book 7493, Page 275 (most recent Amendment))

THIS NOTICE OF ALLOCATION OF ASSESSMENT FOR ABANDONED LOT (the "Notice") is being executed to be effective as of the date below written by EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Tennessee non-profit corporation, to provide constructive notice of a lot abandonment and of the allocation of said Lot's annual assessment to certain remaining Lots once the improvements thereon are completed to a point at which the Lots become subject to assessment as a Units.

Background

A. That certain Declaration of Covenants and Restrictions for Eagle Bluff Subdivision, recorded at Book 3440, Page 488, as amended by instruments recorded at Book 3553, Page 687, Book 3681, Page 484, Book 3748, Page 583, Book 4010, Page 828, Book 4514, Page 685, Book 4514, Page 693, Book 4666, Page 380, Book 4939, Page 318, Book 7493, Page 268, Book 7493, Page 271, and Book 7493, Page 275, aforesaid Register's Office (collectively, the "Declaration") governs the residential neighborhood known as Eagle Bluff (the "Development").

B. The Association acts as the homeowners' association for the Development, pursuant to the Declaration and pursuant to established bylaws for the operation of the Association (the "Bylaws").

C. The Declaration provides for a board of directors (the "Board") of the Association and requires each Owner to pay an assessment to the Association (the "Assessment"). The Declaration further provides assessments shall be due on Lots as originally platted regardless of any approval by the Board to combine two (2) or more Lots into one (1) larger Lot. (See Section 3 of instrument recorded at Book 4514, Page 685, aforesaid Register's office.) Pursuant to Part 3, Article III, Section 3 of the Declaration, each Owner shall be responsible for said Owner's share of such assessment which has been assigned, and/or reassigned, to each Lot, Unit, Multi-Family Tract, Unsubdivided Land and/or Private Recreational Tract.

D. The Association is recording this Notice to provide notice to all of the world of the reallocation of the assessments regarding Lots 148, 149, 150 & 151 as shown on Plat of record in Plat Book 44, Page 213, Register's Office of Hamilton County, Tennessee due to the abandonment of Lot 151, per Plat of record at Plat Book 85, Page 164, aforesaid Register's Office.

Notice

For and in consideration of the benefits to the Development that the reallocation of the assessments shall have for the Development, and pursuant to the Declaration, the Association hereby declares and provides notice as follows:

1. The above recitals are true and correct and are herein incorporated.
2. The assessment for Lot/Unit 151 shall be equally divided and allocated to the remaining three (3) Lots/Units (148 – 150), such that these Lots/Units will each pay 133% of the assessment that otherwise would have been allocable to such Lots/Units.

IN WITNESS WHEREOF, the Association has executed this Notice by its duly authorized officer on the date below written.

EAGLE BLUFF HOMEOWNER'S
ASSOCIATION, INC.

By: Myron Graham
Myron Graham, President

Date: August 4, 2009

True Copy Certification

I, Thomas L. Hayslett, III, Esq., do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

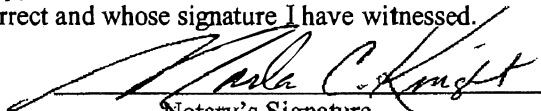


Signature

State of TENNESSEE

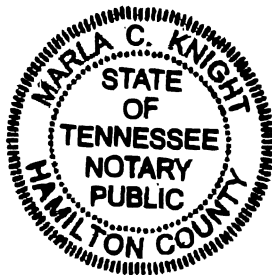
County of HAMILTON

Personally appeared before me, Marla C. Knight, a notary public for this county and state, Thomas L. Hayslett, III, Esq., who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.



Notary's Signature

My Commission Expires: 7/21/2010
Notary' Seal (if on paper)



#20
Instrument: 2010031700152
Book and Page: GI 9129 561
Data Processing Fee \$2.00
Misc Recording Fee \$35.00
Total Fees: \$37.00
User: CS
Date: 17-Mar-2010
Time: 03:31:08 PM
Contact: Pam Hurst, Register
Hamilton County Tennessee
Electronically Recorded by Simplifile

This Instrument Prepared By and Return To:
Thomas L. Hayslett, III, Esq.
Miller & Martin PLLC
Suite 1000, Volunteer Building
832 Georgia Avenue
Chattanooga, Tennessee 37402-2289

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
EAGLE BLUFF SUBDIVISION (FORMERLY RIVER RUN SUBDIVISION)**

[Cross References: Book 3440, Page 488 (original Declaration);
Book 8629, Page 801 (most recent Amendment)]

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
(the "Amendment" is being executed to be effective as of March 12, 2010, on behalf of Eagle
Bluff Homeowners Association, Inc. (the "Association"), a Tennessee non-profit corporation.

Background:

- A. That certain Declaration of Covenants and Restrictions for Eagle Bluff Subdivision, recorded at Book 3440, Page 488, as amended or impacted by instruments recorded at Book 3553, Page 687, Book 3681, Page 484, Book 3748, Page 583, Book 4010, Page 828, Book 4139, Page 911, Book 4514, Page 685, Book 4514, Page 693, Book 4666, Page 380, Book 4867, Page 148, Book 4939, Page 318, Book 7493, Page 268, Book 7493, Page 271, Book 7493, Page 275, Book 7560, Page 470, Book 8629, Page 801, Book 8957, Page 538, and Book 8994, Page 421, aforesaid Register's Office (collectively, the "Declaration"), governs the residential neighborhood known as Eagle Bluff (the "Development").
- B. The Association acts as the homeowners' association for the Development, pursuant to the Declaration and pursuant to established bylaws for the operation of the Association (the "Bylaws").
- C. Part Four, Article II, Section 1 provides procedure for the Members of the Association to amend the Declaration.
- D. The Association has adopted amendments to the Declaration pursuant to such procedures, and the Association desires to provide constructive notice of such amendments by recording this Amendment.

Declaration:

NOW THEREFORE, for and in consideration of the mutual benefits provided herein by this Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto declare that the above recitals are true and correct and are herein incorporated, and further declare that the Declaration is amended as follows:

1. Defined Terms. All capitalized terms, the definitions of which are not herein provided, shall have the meanings ascribed to them in the Declaration.

2. Unightly Conditions. Part Two, Article IV, Section 8 (found on page recorded at Book 3440, Page 497, aforesaid Register's Office) is hereby deleted in its entirety and replaced with the following:

Section 8. Unightly Conditions. It shall be the responsibility of each Owner to prevent the accumulation of litter, trash, packing crates, or rubbish or the development of any unclean, or unightly conditions of buildings or grounds on the said Owner's property or surrounding properties either before, during or after construction, and to prevent accumulation which shall tend to substantially decrease the beauty of the community in that specific area or as a whole. It shall be the responsibility of each Owner, as to their own property, to keep grass reasonably cut and shrubs, bushes and trees reasonably trimmed (or removed if dead), as appropriate for a first class residential golf course community.

3. Dumping Prohibited. Part Two, Article IV, Section 18 (found on page recorded at Book 3440, Page 498, aforesaid Register's Office) is hereby deleted in its entirety and replaced with the following:

Section 18. Dumping Prohibited. No dumping of trash, garbage, sewage, stumps, refuse, debris, sawdust or any unightly or offensive material shall be placed upon the Property by any Owner except as is temporary and incidental to the bona fide improvement of the area. Notwithstanding the forgoing, Developer shall remove all of the above items from the Property.

4. Landscape Requirements. Part Two, Article III, Section 3 (found on page recorded at Book 3440, Page 499, aforesaid Register's Office) is hereby deleted in its entirety and replaced with the following:

Section 3. Landscape Requirements. That portion of any Golf Fairway Residential Area and/or Lot or tract within twenty (20) feet of the property line bordering the golf course shall be designed and maintained in general conformity with the overall landscaping pattern for the Golf Course Fairway established by the Developer

including landscaping plans for which Developer Approval must be obtained.

5. Authorized Services. Part Three, Article IV, Section 2 (found on page recorded at Book 3440, Page 504, aforesaid Register's Office) is hereby deleted in its entirety and replaced with the following:

Section 2. Authorized Services. The Association shall be required to provide for lighting of the roads throughout the Property, the guard house located at the Vincent Road entrance way to Eagle Bluff (as more particularly depicted on the recorded plat of Eagle Bluff) which guard house shall be maintained at the expense of the Association. Such guard house has been built for the purposes of surveillance of persons entering and leaving the Property only, it being understood and acknowledged by the Developer and Owners that the roads within Eagle Bluff shall be or have been dedicated to Hamilton County, Tennessee and therefore the Association said guard shall have no right to restrict public access by these public roads.

6. No Further Amendment. Except as expressly herein provided, the Declaration remains in full force and effect without further amendment or modification thereto.

IN WITNESS WHEREOF, by executing this Amendment, each of the undersigned certify that the above-referenced amendments were duly adopted by the Association at a meeting thereof held on March 2, 2010, for which requisite notice had been provided, a quorum was present, and the necessary votes were obtained for the adoption of the aforesaid amendments in accordance with the requirements of the Declaration and the Bylaws.

EAGLE BLUFF HOMEOWNERS
ASSOCIATION, INC.

By: Myron Graham
Myron Graham, President

Date: 3-12-2010

By: Joan Mize
Joan Mize, Secretary

Date: 3-12-2010

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, Pamela D. Sprouse a Notary Public of the state and county
aforementioned, personally appeared Myron Graham, 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 the President of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC. the
within named bargainor, a Tennessee non-profit corporation, and that for and on behalf of said
bargainor, being first duly authorized so to do by bargainor, he executed and delivered the within
instrument on the date and in the year therein mentioned, for the purpose therein contained, by
personally signing the name of the corporation as President.

Witness my hand and seal at office in Hamilton County, Tennessee, this 12th day of
March, 2010.

Pamela D. Sprouse
Notary Public

My Commission Expires: June 25, 2011

STATE OF TENNESSEE)
)
COUNTY OF HAMILTON)

Before me, Pamela D. Sprouse a Notary Public of the state and county
aforementioned, personally appeared Joan Mize, 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 the Secretary of EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC. the
within named bargainor, a Tennessee non-profit corporation, and that for and on behalf of said
bargainor, being first duly authorized so to do by bargainor, she executed and delivered the
within instrument on the date and in the year therein mentioned, for the purpose therein
contained, by personally signing the name of the corporation as Secretary.

Witness my hand and seal at office in Hamilton County, Tennessee, this 12th day of
March, 2010.

Pamela D. Sprouse
Notary Public

My Commission Expires: June 25, 2011

#21

File: Preferred

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

File No. 10-0260C

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made to be effective October 22, 2010, by EAGLE BLUFF HOMEOWNERS' ASSOCIATION, INC., and SCHMITT CONSTRUCTION, LLC, a Tennessee Limited Liability Company;

WHEREAS, Eagle Bluff Subdivision (formerly known as River Run Subdivision), is subject to the Declaration of Covenants and Restrictions as set out in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee; as modified by instruments of record in Book 3553, Page 687; Book 4514, Page 685; Book 4666, Page 380; Book 4939, Page 318; Book 7493, Page 268; Book 7493, Page 271; Book 7493, Page 275; and Book 8629, age 801, in said Register's Office. Such Declaration, as amended, is collectively referred to herein as the "Declaration", capitalized in terms used herein and not otherwise defined shall be defined as provided in the Declaration.

WHEREAS, Eagle Bluff Homeowners' Association, Inc., is the entity described in the Declaration as the "Association"; and

WHEREAS, Schmitt Construction, LLC, a Tennessee Limited Liability Company, is the record owner and holder of the property hereinafter described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, This instrument is executed pursuant to Part Four (4) of the Declaration to provide notice thereof, and executed pursuant to deeds recorded in Book 8971, Page 15; Book 8759, Page 149 and Book 8514, Page 966, which conveyed said hereinafter described property to Schmitt Construction, LLC.

NOW THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable considerations paid, the receipt of which is hereby acknowledged, Eagle Bluff Homeowners' Association, Inc., and Schmitt Construction, LLC, do hereby modify and amend the said Declaration as follows, and do hereby impose the above mentioned Declaration onto property which is described in Exhibit A. which is attached to and made a part hereof.

2
This Instrument Prepared By:
Grant, Konvalinka & Harrison
Suite 900-Republic Centre
633 Chestnut Street
Chattanooga, TN 37450

Instrument: 2010102600012
Book and Page: GI 9277 65
MISC RECORDING FEE \$20.00
DATA PROCESSING FEE \$2.00
Total Fees: \$22.00
User: EDG
Date: 10/26/2010
Time: 9:12:25 AM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

9

Section 23. Builder or Homeowner Construction Requirements:

1. All fronts of each and every residence to be built on subject properties are to be constructed of brick, stone or stucco, with the sidings to be constructed of concrete.
2. All building and construction plans for each and every residence must be submitted to and approved by Eagle Bluff Homeowners' Association, Inc., and Schmitt Construction, LLC

IN WITNESS WHEREOF, Eagle Bluff Homeowners' Association, Inc., and Schmitt Construction, LLC., has executed this instrument by their duly authorized officers on this the 22nd day of October, 2010.

EAGLE BLUFF
HOMEOWNERS'
ASSOCIATION, INC.

SCHMITT CONSTRUCTION, LLC

BY: James C. Sheets

BY: Emily J. Anderson

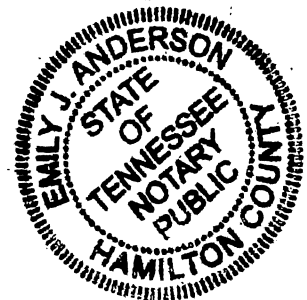
STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Emily J. Anderson, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared James C. Sheets to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who upon oath acknowledged himself/herself to be the President of Eagle Bluff Homeowners' Association, Inc., the within named bargainer, a corporation, and that he/she, as such President, 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 such officer thereof.

In Testimony Whereof, I have hereunto set my hand and Notarial Seal at Office in said State and County on this the 22nd day of October, 2010.

Emily J. Anderson
Notary Public

My Commission Expires: 3-6-13



STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, Emily J. Anderson, a Notary Public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared Larry Schmitt to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument and who upon oath acknowledged himself/herself to be the President of Schmitt Construction, LLC, the within named bargainer, a Tennessee Limited Liability Company, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Limited Liability Company by himself, as such officer thereof.

In Testimony Whereof, I have hereunto set my hand and Notarial Seal at Office in said State and County on this the 22nd day of October, 2010.

Emily J. Anderson
Notary Public

My Commission Expires: 3-6-13



Book and Page: GI 9277 68

EXHIBIT A.

In the Second Civil District of Hamilton County, Tennessee:

Being Lots 245 through 266. Eagle Ridge Townhomes, as shown by plat of record in Plat Book 94, Page 6, in the Register's Office of Hamilton County, Tennessee.

#22

**AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
is made effective as of March 6, 2018, by **EAGLE BLUFF HOMEOWNERS
ASSOCIATION, INC.**, a Tennessee non-profit association (the "Association").

BACKGROUND

cash

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee, as modified by amendments recorded in Book 3553, Page 687; Book 4514, Page 685; Book 4666, Page 380; Book 4939, Page 318; Book 7493, Page 268; Book 7493, Page 271; Book 7493, Page 275; Book 8629, Page 801 and in Book 9129, Page 561, in the Register's Office of Hamilton County, Tennessee. Such Declaration, as amended, is collectively referred to as the "Declaration". Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.
2. The Association is the entity described in the Declaration as the "Association". The Declaration was amended pursuant to a duly called meeting of the Association and passed according to the provisions of the Declaration. This instrument is executed pursuant to Part Four of the Declaration to provide notice thereof.

Book/Page: **GI 11319 / 309**
Instrument: 2018041300214
3 Page RESTRICTIONS
Recorded by KDS on 4/13/2018 at 2:16 PM
MISC RECORDING FEE 15.00
DATA PROCESSING FEE 2.00
TOTAL FEES \$17.00
State of Tennessee Hamilton County
Register of Deeds **PAM HURST**

Idm - Prepared by:
Rheubin M. Taylor
Attorney at Law
Room 204 Hamilton County Courthouse
Chattanooga, TN 37402
(423) 209-6150

as

NOW THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable consideration, the receipt and legal sufficiency of all, which are acknowledged, the Association hereby modifies the Declaration as follows:

1. **Section 6.2 of the Bylaws of the Declaration** (appearing in Book 3440, Page 517 and amended in Book 4939, Page 320, in the Register's Office of Hamilton County, Tennessee) is hereby amended by deleting the present section and substituting in lieu thereof the following:

6.2 ELECTION AND TERM OF OFFICE.

The Directors shall be elected by a majority of Members present at the annual meeting. Beginning with the annual meeting of March 2019 the board will consist of five (5) Directors elected at the previous annual meeting who will continue on the board for one (1) year and four (4) Directors elected at the March 2019 annual meeting who will serve two (2) years. Thereafter the terms of the Directors will be two (2) years with the number of Directors to be replaced at each annual meeting based on the number of Directors whose term is expiring that year. The Directors shall hold office until their successors have been elected and hold their first meeting. At all times the Board of Directors shall be represented by at least two (2) Townhouse owners and the balance by unattached home owners.

This Amendment was approved at the March 6, 2018 annual meeting by a vote of 131.3 to 1.

2. **Article II, Section 3 of the Declaration** (appearing in Book 3440, Page 499 and amended in Book 4939, Page 319, in the Register's Office of Hamilton County, Tennessee), is hereby amended by adding the following paragraph:

Fences which are in compliance with the requirements of the Covenants and Restrictions of the Eagle Bluff Homeowners Association shall be allowed on certain lots in the "Hickory Tract" of the Eagle Bluff Subdivision which share a property line with the golf course. Only lot numbers 248 through 260 will be considered for fences to be built. Only those lots which are buffered from the golf course by the existing golf course tree line will be allowed to have fences. The fence shall be entirely in the rear yard area and shall be a minimum of fifty (50) feet from the golf course property line. Architectural Review Committee approval is required for any fence construction.

This Amendment was approved at the March 6, 2018 annual meeting by a vote of 90 to 42.3.

IN WITNESS WHEREOF, this Amendment is to be effective as of March 6, 2018, and has been executed by the duly authorized officers of the Association this 6th day of March, 2018.

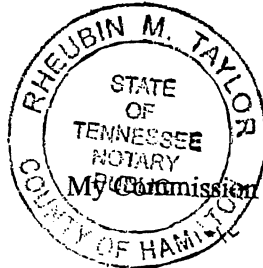
EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC.,
a Tennessee non-profit association

By: *Steve A. Underwood*
Steve A. Underwood
President

Attest: *Kathy Whitaker*
Kathy Whitaker, Secretary

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

On this 6th day of March, 2018, before me, a notary public, duly appointed, commissioned and qualified in and for the State and County aforesaid, personally appeared **Steve A. Underwood** and **Kathy Whitaker** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledge him/herself to be the **PRESIDENT AND SECRETARY**, respectively, of **EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association**, and that he/she as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the association by themselves as such officers.



Rheubin M. Taylor
NOTARY PUBLIC

#23

DOM COUNTY ATTORNEY


ca

**AMENDMENT TO
DECLARATION OF COVENANTS
AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS is made effective as of March 5, 2019, by **EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association (the "Association")**.

BACKGROUND

1. The Eagle Bluff, formerly known as the River Run, Subdivision in Hamilton County, Tennessee is subject to a Declaration of Covenants and Restrictions recorded in Book 3440, Page 488, in the Register's Office of Hamilton County, Tennessee, as modified by amendments recorded in Book 3553, Page 687; Book 4514, Page 685; Book 4666, Page 380; Book 4939, Page 318; Book 7493, Page 268; Book 7493, Page 271; Book 7493, Page 275; Book 8629, Page 801; Book 9129, Page 561 and in Book 11319, Page 309, in the Register's Office of Hamilton County, Tennessee. Such Declaration as amended, is collectively referred to as the "Declaration". Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.
2. The Association is the entity described in the Declaration as the "Association". The Declaration was amended pursuant to a duly called meeting of the Association and passed according to the provisions of the Declaration. This instrument is executed pursuant to Part Four of the Declaration to provide notice thereof.


 Book/Page: **GI 11607 / 284**
 Instrument: 2019040500257
 3 Page RESTRICTIONS
 Recorded by KDS on 4/5/2019 at 3:15 PM
 MISC RECORDING FEE 15.00
 DATA PROCESSING FEE 2.00

TOTAL FEES \$17.00
 State of Tennessee Hamilton County
 Register of Deeds **MARC GRAVITT**

Prepared by:
 Rheubin M. Taylor
 Attorney at Law
 Room 204 Hamilton County
 Courthouse
 625 Georgia Avenue
 Chattanooga, TN 37402
 (423) 209-6150

NOW THEREFORE, for and in consideration of the premises and in order to give effect thereto, and for other good and valuable considerations, the receipt and legal sufficiency of all, which are acknowledged, the Association hereby modifies the Declaration as follows:

Article I, General Covenants, Section 2. of the Declaration (appearing in Book 3440, Page 495, in the Register's Office of Hamilton County, Tennessee) is hereby amended by the addition of the following:

No lot shall be used as access to property which is not subject to the Declaration of Covenants and Restrictions of River Run (now Eagle Bluff).

No easement, right of way, or access shall be granted through any lot which is subject to these Declarations of Covenants and Restrictions of River Run (now Eagle Bluff) for the purpose of obtaining access to any property which is not subject thereto.

This Amendment was approved at the March 5, 2019 annual meeting of the Eagle Bluff Homeowners Association by a vote of 129.3 to 0.

IN WITNESS WHEREOF, this Amendment is to be effective as of March 5, 2019, and has been executed by the duly authorized officers of the Association this 5th day of March, 2019.

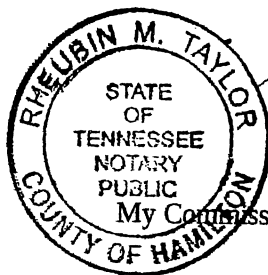
**EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC.,
a Tennessee non-profit association**

By: *Steve A. Underwood*
Steve A. Underwood
President

Attest: *Kathy J. Whitaker*
Kathy Whitaker
Secretary

**STATE OF TENNESSEE
COUNTY OF HAMILTON:**

On this 28th day of March, 2019, before me, a notary public, duly appointed, commissioned, and qualified in and for the State and County aforesaid, personally appeared **Steve A. Underwood** and **Kathy Whitaker** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledge him/herself to be the **President and Secretary**, respectively, of **EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association**, and that he/she as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the association by themselves as such officers.



Rheubin M. Taylor
NOTARY PUBLIC
My Commission Expires: 3-23-21

#24



AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF EAGLE BLUFF SUBDIVISION (FORMERLY RIVER RUN SUBDIVISION)

[Cross References: Book 3440, Page 488 (original Declaration); Book 11607, Page 284 (most recent Amendment)]

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (the "Amendment") is being executed to be effective as of March 2, 2021, on behalf of Eagle Bluff Homeowners Association, Inc. (the "Association"), a Tennessee non-profit corporation.

Background:

A. That certain Declaration of Covenants and Restrictions for Eagle Bluff Subdivision, recorded at Book 3440, Page 488, as amended or modified by instruments recorded at Book 3553, Page 687, Book 3681, Page 484, Book 3748, Page 583, Book 4010, Page 828, Book 4139, Page 911, Book 4514, Page 685, Book 4514, Page 693, Book 4666, Page 380, Book 4867, Page 148, Book 4939, Page 318, Book 7493, Page 268, Book 7493, Page 271, Book 7493, Page 275, Book 7560, Page 470, Book 8629, Page 801, Book 8957, Page 538, Book 8994, Page 421, Book 9129, Page 561, Book 11319, Page 309, and Book 11607, Page 284 in the Register's Office of Hamilton County, Tennessee. Such Declaration as amended, is collectively referred to as the "Declaration", governs the residential neighborhood known as Eagle Bluff (the "Development"). Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.

B. The Association acts as the homeowners' association for the Development, pursuant to the Declaration and pursuant to established bylaws for the operation of the Association (the "Bylaws").

C. Part Four, Article II, Section 1 provides procedure for the Members of the Association to amend the Declaration.

D. The Association has adopted amendments to the Declaration pursuant to such procedures, and the Association desires to provide constructive notice of such amendments by recording this Amendment.

Declaration:

NOW THEREFORE, for and in consideration of the mutual benefits provided herein by this Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto declare that the above recitals are true and correct and are herein incorporated, and further declare that the Declaration is amended as follows:

1. Builder or Homeowner Construction Requirements. The second sentence of Article IV, Section 23 (as added to the Declaration and found in Book 4514, Page 687, as amended at Book 8629, Page 802, aforesaid Register's Office) is hereby deleted in its entirety and replaced with the following:

Book/Page: **GI 12907 / 199**
Instrument: 2022040100344
2 Page RESTRICTIONS
Recorded by DLS on 4/1/2022 at 3:35 PM
MISC RECORDING FEE 10.00
DATA PROCESSING FEE 2.00
TOTAL FEES \$12.00
State of Tennessee Hamilton County **MARC GRAVITT**

IOM COUNTY ATTORNEY

1/2

CASH

Prepared by:
Lynne Buxton
7003 Doral Lane
Chattanooga, TN 37416

At the time of receiving plan approval, the Owner must deposit with the Board (by check from the Owner or his contractor), a refundable deposit in the amount of Six Thousand Dollars (\$6,000.00) per home or townhouse.

2. No Further Amendment. Except as expressly herein provided, the Declaration remains in full force and effect without further amendment or modification thereto.

IN WITNESS WHEREOF, by executing this Amendment, each of the undersigned certify that the above-referenced amendments were duly adopted by the Association at a meeting thereof held on March 2, 2021, for which requisite notice had been provided, a quorum was present, and this amendment passed with a vote of 174 in favor to 13 votes against. Therefore, the necessary votes were obtained for the adoption of the aforesaid amendments in accordance with the requirements of the Declaration and the Bylaws.

**EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC.,
a Tennessee non-profit association**

By: Lynne Buxton Date: March 29, 2022
Lynne Buxton, President

By: Valerie Rutledge Date: March 29, 2022
Valerie Rutledge, Secretary

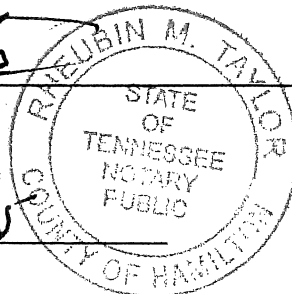
State of Tennessee

County of Hamilton:

On this 29th day of March 2022, before me, a notary public, duly appointed, commissioned, and qualified in and for the State and County aforesaid, the above signed **President and Secretary**, respectively, of **Eagle Bluff Homeowners Association, Inc., a Tennessee non-profit association**, personally appeared before me with satisfactory evidence, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the association by themselves as such officers.

Reep M. Taylor
Notary Public

My Commission Expires: March 10, 2025



#25

HAMILTON COUNTY ATTORNEY

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF
EAGLE BLUFF SUBDIVISION (FORMERLY RIVER RUN SUBDIVISION)**

[Cross References: Book 3440, Page 488 (original Declaration);
Book ~~12907~~, Page 199 (most recent Amendment)]

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (the "Amendment") is being executed to be effective as of March 1, 2022, on behalf of Eagle Bluff Homeowners Association, Inc. (the "Association"), a Tennessee non-profit corporation.

Background:


That certain Declaration of Covenants and Restrictions for Eagle Bluff Subdivision, recorded at Book 3440, Page 488, as amended or modified by instruments recorded at Book 3553, Page 687, Book 3681, Page 484, Book 3748, Page 583, Book 4010, Page 828, Book 4139, Page 911, Book 4514, Page 685, Book 4514, Page 693, Book 4666, Page 380, Book 4867, Page 148, Book 4939, Page 318, Book 7493, Page 268, Book 7493, Page 271, Book 7493, Page 275, Book 7560, Page 470, Book 8629, Page 801, Book 8957, Page 538, Book 8994, Page 421, Book 9129, Page 561, Book 11319, Page 309, Book 11607, Page 284, and Book ~~12907~~, Page 199 in the Register's Office of Hamilton County, Tennessee. Such Declaration as amended, is collectively referred to as the "Declaration", governs the residential neighborhood known as Eagle Bluff (the "Development"). Capitalized terms used herein and not otherwise defined shall be defined as provided in the Declaration.

The Association acts as the homeowners' association for the Development, pursuant to the Declaration and pursuant to established bylaws for the operation of the Association (the "Bylaws").

Part Four, Article II, Section 1 provides procedure for the Members of the Association to amend the Declaration.

The Association has adopted amendments to the Declaration pursuant to such procedures, and the Association desires to provide constructive notice of such amendments by recording this Amendment.

Prepared by:
Lynne Buxton
7003 Doral Lane
Chattanooga, TN 37416

	Book/Page: GI 12907 / 201
	Instrument: 2022040100345
	3 Page RESTRICTIONS
	Recorded by DLS on 4/1/2022 at 3:35 PM
	MISC RECORDING FEE 15.00
	DATA PROCESSING FEE 2.00
	TOTAL FEES \$17.00
	State of Tennessee Hamilton County
	Register of Deeds MARC GRAVITT

Declaration:

NOW THEREFORE, for and in consideration of the mutual benefits provided herein by this Amendment, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto declare that the above recitals are true and correct and are herein incorporated, and further declare that the Declaration is amended as follows:

1. Unsightly Conditions. Part Two, Article IV, Section 8 (found on page recorded at Book 3440, Page 497, aforesaid Register's Office) is hereby modified to include the following at the end of the Section:

No permanent or temporary sign may be posted on any Lot except those advertising the sale of a Home or Lot, such sign being a licensed brokerage firm or agent sign and shall be customary in size and character not exceeding 24" x 36" and only for the time period the home or lot is advertised for sale until it closes. Any "For Sale By Owner" sign advertising a Home or Lot must be professionally printed and approved by the Board of Directors prior to being placed on the Lot and shall not exceed 24" x 36". Signs must be kept in good condition or replaced when weathered, worn, or faded. Homes or Lots being advertised for sale that adjoin the golf course may have one (1) additional sign that is visible from the golf course. A home security sign 12" x 12" or less in size is allowed. Signs advertising or marketing goods or services, sales of personal property, or directional signs are strictly prohibited. When in doubt or to avoid any confusion, any other sign must be approved by the Board of Directors and is only allowed for the time frame approved. The HOA may post professional signs in the subdivision for events or neighborhood information.

2. No Further Amendment. Except as expressly herein provided, the Declaration remains in full force and effect without further amendment or modification thereto.

IN WITNESS WHEREOF, by executing this Amendment, each of the undersigned certify that the above-referenced amendments were duly adopted by the Association at a meeting thereof held on March 1, 2022, for which requisite notice had been provided, a quorum was present, and this Amendment passed with a vote of 144 in favor to 9 votes against. Therefore, the necessary votes were obtained for the adoption of the aforesaid amendments in accordance with the requirements of the Declaration and the Bylaws.

EAGLE BLUFF HOMEOWNERS ASSOCIATION, INC., a Tennessee non-profit association

By: Lynne Buxton Date: March 29, 2022
Lynne Buxton, President

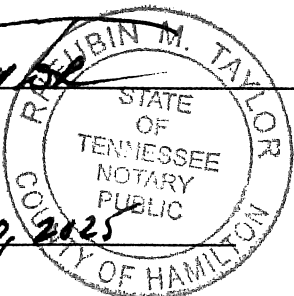
By: Valerie Rutledge Date: March 29, 2022
Valerie Rutledge, Secretary

State of Tennessee

County of Hamilton:

On this 29th day of March 2022, before me, a notary public, duly appointed, commissioned, and qualified in and for the State and County aforesaid, the above signed **President and Secretary**, respectively, of **Eagle Bluff Homeowners Association, Inc., a Tennessee non-profit association**, personally appeared before me with satisfactory evidence, and that they as such officers, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the association by themselves as such officers.

Rubin M. Taylor
Notary Public



My Commission Expires: March 10, 2025

INDEX

EAGLE BLUFF (FORMERLY RIVER RUN) COVENANTS AND RESTRICTIONS

A. Declaration of Covenants and Restrictions and Amendments

1. Declaration of Covenants and Restriction of River Run recorded in Book 3440, Page 488 (“Declaration”), dated 12/28/87
2. First Amendment to Declaration of Covenants and Restrictions of River Run recorded in Book 3553, Page 687, dated 1/13/88 [Adds Townhouse provisions to the Declaration.]
3. Adoption of Restrictions for Phase III recorded in Book 3681, Page 484. [Submits property shown on Plat recorded at Plat Book 43, page 175 to Declaration.] Dated 6/25/90
4. Adoption of Restrictions recorded in Book 3748, page 583. [Submits Unit IV property shown on Plat recorded at Plat Book 45, page 99 to Declaration.] Dated 5/21/90
5. Adoption of Restrictions to all River Run Units I - IV recorded in Book 4010, page 828. [Submits property shown on Plat recorded at Plat Book 45, page 99 and Plat Book 46, page 157 to Declaration.] Dated 3/23/94
6. Assignment of Rights and Personalty recorded in Book 4139, Page 911. [Assigns Rights of Developer to Association.] Dated 4/8/98
7. Second Amendment to Declaration of Covenants and Restrictions of Eagle Bluff recorded in Book 4514, Page 685. [Consolidation of Lots, prohibits above-ground swimming pools, window treatments, \$25.00 late fees, and imposes certain contractor requirements.]Dated 6/12/95
8. Adoption of Restrictions recorded in Book 4514, Page 693. [Submits Unit 5 as shown on Plat of record at Plat Book 46, page 187 and Lot 242 as shown on the same Plat to Declaration.]
9. Amendment to Declaration of Covenants and Restrictions recorded in Book 4666, Page 380. [Submits Lots 155, 156 and 157 River Run Townhomes, plus additional property described by meets and bounds, to Declaration.]
10. Notice and Restrictive Covenant recorded in Book 4867, Page 148. [Eagle Bluff Golf Club, L.L.C. Equity Investors Charter Membership.] Dated 3/8/97
11. Amendment to Declaration of Covenants and Restrictions recorded in Book 4939, Page 318. [Sign and fence restrictions, and election and term of office for Directors.] Dated 9/10/97

Index
Eagle Bluff (Formerly River Run)
Covenants And Restrictions

12. Amendment to Declaration of Covenants and Restrictions recorded in Book 7493, Page 268. [Duties of Treasurer and Financial Review Committee.]
13. Amendment to Declaration of Covenants and Restrictions recorded in Book 7493, Page 271. [height, setback, bulk, no modular or factory built homes, no above-ground swimming pools, window treatments, Association enforcement rights.]
14. Amendment to Declaration of Covenants and Restrictions recorded in Book 7493, Page 275. [Quorum.]
15. Notice of Allocation of Assessment for Abandoned (Sawgrass) Lot recorded in Book 7560, Page 470. [Lot 180-183 133% fee, Plat Book 77, Page 22.]
16. Additional lots added to Covenants and Restrictions by Larry Schmitt Construction LLC. Quitclaim Deed Recorded in Book 8514, Page 966.
17. Notice of Allocation of Assessment for Abandoned Lot (Sawgrass) recorded in Book 8957, Page 538. (Lot 179, Lots 176-178 133% fee, Plat Book 81, Page 41.)
18. Amendment to Declaration of Covenants and Restrictions recorded in Book 8629, Page 801. [Violation fine increase to \$25, 12-month maximum construction completion, \$3,000 construction deposit, full masonry foundation, no exposed foundation, architectural stacking blocks approved for retaining walls.]
19. Notice of Allocation of Assessment for Abandoned Lot 151 (Rainbow Springs Drive) recorded in Book 8994, Page 421 (Lots 148-151 133% fee, Plat Book 44, Page 213).
20. Amendment to Declaration of Covenants and Restrictions recorded in Book 9129, Page 561. [Unsightly Conditions; Dumping Prohibited; Landscape Requirements; Authorized Services.]
21. Schmitt Construction Lots 245-266 added to Eagle Bluff HOA Recorded in Book 9277 Page 65.
22. Election and Term of Office – 9 Directors; Fences on Lots # 248-260 of Rainbow Springs Dr. – Hickory Tract Recorded in Book 11319 Page 309.
23. No lot Access to Property not in Covenants & Restrictions. Recorded in Book 11607 Page 284.
24. Builder Deposit \$6000.00 Recorded in Book GI12907 Page 199.
25. Unsightly Conditions -Permanent or Temporary Signs Recorded in Book GI 12907 Page 201.

Index
Eagle Bluff (Formerly River Run)
Covenants And Restrictions

B. Waviers Of Restrictions

1. Approval of Minor Setback Violation for Lot 215, Unit 4, Plat Book 46, Page 157 recorded in Book 4922, Page 924 and re-recorded in Book 4923, Page 516.

C. Miscellaneous Recordings

1. HOA Corporate Charter recorded in Book 4138, Page 530 (“Charter”).
2. Amendment to Charter recorded in Book 4380, Page 144. [Changing name from “River Run” to “Eagle Bluff.”]
3. Street Light Easement with Hamilton County recorded in Book 4411, Page 425.
4. 7126 River Run Drive River Run Drive – Septic Variance Recorded in Book 5126 Page 276.