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This instrument prepared by:
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5 Page RESTRICTIONS

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State of Tennessee Hamilton County Register of Deeds **MARC GRAVITT**

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

[Cross References: Book 3440, Page 488, et seq. (original Declaration); Book 92777, Page 65, et seq. (most recent Amendment)]

2- THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (the "Amendment" is being executed to be effective as of March 10, 2026, 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, et seq.;
- Book 3681, Page 484, et seq.;
- Book 3748, Page 583, et seq.;
- Book 4010, Page 828, et seq.;
- Book 4139, Page 911, et seq.;
- Book 4514, Page 685, et seq.;
- Book 4514, Page 693, et seq.;
- Book 4666, Page 380, et seq.;
- Book 4867, Page 148, et seq.;
- Book 4939, Page 318, et seq.;
- Book 7493, Page 268, et seq.;
- Book 7493, Page 271, et seq.;
- Book 7493, Page 275, et seq.;
- Book 7560, Page 470, et seq.;
- Book 8629, Page 801, et seq.;
- Book 8957, Page 538, et seq.;
- Book 8994, Page 421, et seq.;
- Book 9129, Page 561, et seq.;
- Book 92777, Page 065, et seq.;

all in the Register's Office for Hamilton County, Tennessee (collectively, the "Declaration"), governs the residential neighborhood known as Eagle Bluff (the "Development").

B. The Association acts as the homeowners' association for 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 via vote and approval of the Members of the Association at its duly noticed Annual Meeting held on March 10, 2026, and the Association desires to provide actual and 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, Eagle Bluff Homeowner's Association (formerly River Run Homeowner's Association) acting by and through its Board of Directors hereby declare that the above recitals are true and correct and are herein incorporated, and further declare that the Declaration is amended as follows:

1. Add the following language to Part TWO, Article I, Section 5 Entitled "Parking":

Owner Vehicles – Storage and Use

Utility vehicles, commercial vehicles, RVs, campers, watercraft and trailers are prohibited from being parked on homeowner lots or residential streets. Vehicles may not be left on jacks, stands or supports overnight or unattended. Vehicle repair projects must be conducted offsite or inside the Owner's garage. Vehicles may be parked in garages or driveways, not in yards. Waivers require written Board approval. Following 48-hour notice, the Board is authorized to impose fines or arrange removal of vehicles at the Owner's expense, including legal fees.

To ensure streets remain clear and safe, vehicles must not obstruct the flow of traffic or create blind spots. Furthermore, vehicles must not impede access to mail, fire or emergency services. Permanent or overnight parking on streets is discouraged. On-street parking issues are also subject to regulation and enforcement by Hamilton County.

2. Add the following language to Part TWO, Article I, Section 8, Entitled "Unsanitary Conditions":

Owner Property Maintenance

Owners of **Undeveloped Lots** must clear trees and undergrowth that endanger roads, rights-of-way, streetlights, signs or neighboring lots. Right-of-ways must be unobstructed for HOA mowing. Storm debris must be removed. The dumping of refuse is strictly prohibited. The storage of construction or landscaping materials, trailers, vehicles and equipment is not permitted.

An **Undeveloped Lot** becomes a **Developed Property** once cleared. On **Developed Property**, lawns and beds must be free of weeds, vines, pests and disease. Trees that endanger roadways, lights, signs or neighboring lots must be trimmed or removed. Owners must maintain all external features: paint, siding, shingles, brick, windows, gutters, landscaping, drives and walks. Deviation from original colors and finishes require written Board approval. If maintenance is neglected, the Board will issue a notice granting 30 days to resolve the issue. Owners may submit a repair plan for approval. Failure to comply will result in fines or Board-arranged repairs at the Owner's expense,

including legal fees.

3. Add the following language to Part TWO, Article I, Section 8, Entitled "Unsignificantly
Conditions":

Political Signs

Political signs on residential property must be in compliance with Tennessee Code Annotated §2-7-1434, as presently existing or hereafter amended.

4. Delete the existing language in Part TWO, Article I, Section 14, Entitled "Temporary Structures" and substitute in its place and stead:

Temporary Structures

No temporary building/structure (including but not limited to trailers, RVs, campers, mobile homes, tents, shacks, barns or similar outbuildings) may be used as a residence or storage facility. Mobile dumpsters and Storage Pods are temporarily allowed during construction, remodeling or moving. Start and removal dates must be registered and approved by the Board. Waivers require written Board approval.

5. Add the following language to Part FOUR, Article IV, Entitled "Enforcement, Severability and Interpretation," Section 5, "Means of Enforcement":

In the event of enforcement action undertaken by the Board which involves engagement of legal counsel by the Board, and whether or not involving litigation, which enforcement action is resisted unsuccessfully by the Owner, the Owner shall pay and reimburse the Association for all such attorney's fees and associated costs of enforcement and/or litigation.

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 ~~on~~ March 1, 2026, 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: 
Greg Broadbridge, President

Date: 4-1-26

By: Kathy Whitaker
Kathy Whitaker, Secretary

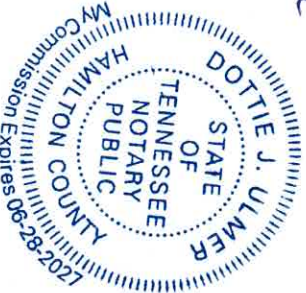
Date: 4/1/26

[Notarizations to Follow]

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, Dottie J. Ulmer, a Notary Public of the state and county aforementioned, personally appeared Greg Broadbridge, 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 BUFF HOMEOWNERS ASSOCIATION, INC., the within named bargainer a Tennessee non-profit corporation, and that for and on behalf of said bargainer, being first duly authorized so to do by bargainer, 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.

per Witness my hand and seal at office in Hamilton County, Tennessee, this 1 day of March, 2026. *apost*



Dottie J. Ulmer
Notary Public
My Commission Expires: 6/28/2027

STATE OF TENNESSEE)
COUNTY OF HAMILTON)

Before me, Dottie J. Ulmer, a Notary Public of the state and county aforementioned, personally appeared Kathy Whitaker, 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 BUFF HOMEOWNERS ASSOCIATION, INC., the within named bargainer a Tennessee non-profit corporation, and that for and on behalf of said bargainer, being first duly authorized so to do by bargainer, 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 Secretary.

Witness my hand and seal at office in Hamilton County, Tennessee, this 1 day of ^{or} ~~March~~ April, 2026.

Dottie J. Ulmer

Notary Public

My Commission Expires: 6/28/2027

