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**REVISED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR RIVER ISLAND PLANTATION
SUBDIVISION**

This Revised and Restated Declaration of Covenants, Conditions and Restrictions for River Island Plantation Subdivision (hereinafter called "Declaration"), is made this 31 day of Oct. 2019 by RIVER ISLAND PLANTATION PROPERTY OWNER'S ASSOCIATION, INC. (the "Association"), a Tennessee nonprofit corporation, and all of the undersigned Owners, representing at least sixty-five percent (65%) of current owners in good standing of the lots in River Island Plantation Subdivision (one lot = one vote per current By-Laws), and is to be effective as of the date of recording.


WITNESSETH:

WHEREAS, the property designated as the residential housing development commonly known as River Island Plantation Subdivision (hereinafter called "Subdivision") is located in the Eighth (8th) Civil District of Knox County, Tennessee, and being more particularly described on a plat of record as Instrument Nos. 200304020088398, 200304020088399, 200304020088400, 200304020088401, 200304020088402 and 200604210088070 in the Register's Office for Knox County, Tennessee, to which reference is hereby made for a more particular description; and

WHEREAS, said Subdivision was originally owned and developed by Greg Layman and Donna Layman ("Developer") and Developer having caused a Restrictions for River Island Plantation Subdivision to be recorded on or about July 3, 2003 in the Office of the Knox County Register of Deeds as Instrument No. 200307030002043 (the "Original Restrictions") and also having caused a subsequent Restrictions for River Island Plantation Subdivision to be recorded on or about June 7, 2007, in the Office of the Knox County Register of Deeds as Instrument No. 200706070100506 (the "2007 Restrictions"); and

WHEREAS, an Assignment of Developer's Rights dated April 25, 2011 between Greg Layman, Developer, and the River Island Plantation Property Owners Association was recorded in the Office of the Knox County Register of Deeds as Instrument No. 201106060070403; and

WHEREAS, the Owners of the River Island Plantation Subdivision desire to revise and incorporate the Original Restrictions and the 2007 Restrictions into a single concise document entitled "Revised and Restated Declaration of Covenants, Conditions and Restrictions for River Island Plantation Subdivision" pursuant to Paragraph 12, TERM of the Original Restrictions and the 2007 Restrictions, upon the affirmative vote of a minimum of sixty-five percent (65%) of the current owners of the lots as evidenced


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by their signatures below; and


WHEREAS, the requisite sixty-five percent (65%) of the Owners have affirmatively voted to approve the proposed revisions pursuant to the provisions hereafter set forth.

NOW, THEREFORE; the undersigned Owners, representing at least sixty-five percent (65%) of Owners of River Island Plantation Subdivision, by recording this Declaration hereby declare that this Declaration shall replace the Instruments Nos. 200307030002043 and 200706070100506 of record in the Knox County Register of Deeds Office, and shall henceforth constitute the covenants, conditions and restrictions applying to all Lots of River Island Plantation Subdivision whenever sold or to be sold and conveyed subject to the following covenants, conditions and restrictions, which said covenants, conditions and restrictions shall run with the land, whether or not they be mentioned or referred to in subsequent conveyances of said lots or portions thereof, and off-conveyances shall be accepted subject to said covenants, conditions and restrictions and shall be binding on all parties having any right, title or interest in or to said property or any portion thereon, their heirs, executors, administrators, legal representatives, successors and assigns and which shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

In this Declaration and the Exhibits attached hereto, and all Amendments thereof, unless the context otherwise requires, the following definitions shall govern:

- (a) Architectural Review Board (ARB) shall mean the committee of 5 to 7 Members consisting of the Board of Directors of the Association and any additional members appointed by the Board for 1 year terms, which shall regulate the architectural rules and regulations promulgated by the Association. A quorum of the ARB shall consist of four (4) members, two (2) of whom must be members of the Board of Directors. The primary purpose of the ARB is to maintain the appearance and standards of the subdivision with a goal of maintaining or increasing all property values as construction continues.
- (b) Assessment shall mean a share of the funds required for the payment of Common Area expenses or other expenses which from time to time are assessed against Lot Owners.
- (c) Association shall mean the River Island Plantation Property Owner's Association, Inc., the Members of which are Owners of Lots within the Subdivision.
- (d) Board shall mean the Board of Directors of the Association as elected



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pursuant to the By-Laws.

(e) By-Laws shall mean the By-Laws of the Association, as amended from time to time, of which all provisions contained within this Declaration dealing with the administration and maintenance of the Common Areas shall be deemed to be a part and which are incorporated by reference herein.

(f) Common Area shall mean and includes all of the real property throughout the Subdivision and other improvements to such real property, owned by the Association for the common use and enjoyment of the Owners.

(g) Declaration shall mean this Revised and Restated Declaration of Covenants, Conditions and Restrictions for River Island Plantation Subdivision.

(h) Lot shall mean any fee or undivided fee interest in a building lot as defined in the Declaration located within the Subdivision.

(i) Member(s) shall mean a member of the Association, being the Owners as defined below.

(j) Owner shall mean the owner, whether one or more persons, of the fee simple title to any Lot situated within the Subdivision, excluding those having such interest merely as security for the performance of an obligation.

(k) Person shall mean a natural person or corporation, partnership, limited partnership, trust, or other entity.

(l) Quorum shall mean twenty percent (20%) of the members entitled to vote.

(m) Restrictions shall mean all covenants, restrictions, easements, changes, liens, and other obligations created or imposed by this Declaration, and any duly adopted subsequent amendments thereto.

(n) Structure shall mean, without limitation, any building, residence, garage, fence, wall, antennae, microwave and other receivers and/or transmitters (including those currently called "satellite dishes"), decks, swimming pools, tennis courts, basketball courts, water features, structural art or any other ornamental features.

(o) Subdivision shall mean the development described in Section 1.02(a) of the By-Laws.

ARTICLE II: THE ASSOCIATION OF LOT OWNERS

Except as specifically provided to the contrary, the buildings and each of the Lots shall be for residential purposes only.

Section 1. Responsibility of Association. Enforcement of this Declaration shall be the responsibility of the Association. This Section shall in no way diminish the right of each Owner to enforce this Declaration. Owners shall not have the right to sue the



Association for any alleged failure to enforce this Declaration. Said Association shall operate in accordance with, and have the power and duty to exercise all rights, powers, privileges, duties and obligations of the Association set forth in this Declaration. The maintenance and repair of the landscaping and signs at the entrances and Common Areas shall be the responsibility of the Association.

Section 2. Formation of Association and By-laws. There has been formed an Association having the name "River Island Plantation Property Owner's Association, Inc.," a Tennessee Not For Profit Corporation, which Association shall constitute the Association of Lot Owners as described and defined herein, and which shall be the governing body for all of the Owners, for the enforcement of this Declaration, and the Association's By-Laws, a copy of which is attached hereto as Exhibit A and by this reference is incorporated herein. All Owners shall be Members of the Association. The Board shall be elected and shall serve as provided by the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind, all activities undertaken and funds received by the Association are to be for the use and benefit of the Owners in accordance with the provisions of this Declaration and its said Exhibits. There shall be no amendments to said By-Laws or this Declaration, however, which would impair the validity or priority of any mortgage or deed of trust without the written consent of the record holder thereof, or which would adversely affect the rights or obligations of the Board or its successors.

Section 3. Membership and Termination of Membership in the Association. Every owner shall automatically be a Member of the Association and such Membership shall terminate when a person ceases to be an Owner with a successor in interest to ownership simultaneously succeeding to membership in the Association.

Section 4. Voting Rights. An Owner shall be entitled to one vote for each Lot owned. Any two or more persons owning a Lot shall designate one as the Voting Member. Any corporate Owner shall designate a particular individual as its Voting Member. Such designation shall be in accordance with any provisions of the By-Laws applicable thereto, but the Board is hereby authorized to rely on the representation of individuals representing themselves to be Voting Members that they have been duly designated as such, subject, however, to such proof as the Board in its discretion may require. Each Voting Member shall be entitled to vote all of the votes appurtenant to the Lot ownership therein being voted by him, as provided herein, at any meeting of the Association, in person or by proxy, as provided by the By-Laws. In no event shall more than one (1) vote be cast with respect to any Lot.

Section 5. Suspension of Membership. The Board may suspend the voting rights of any Member and the right of enjoyment of the Common Areas of any person who shall be



- (a) in violation or breach of any Restriction contained in this Declaration. The Association shall give written notice by first class U.S. mail to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions needed to be taken to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within thirty (30) days after the mailing of said written notice, then the Association shall have the right to suspend membership.
- (b) delinquent in the payment of any assessment levied by the Association pursuant to the provision of Article III.
- (c) in violation of any of the rules and regulations of the Association relating to the use, operation, or maintenance of the Common Areas.

Such suspension shall be for the balance of the period in which said Member or person shall remain in violation, breach or default, except that in the case of a violation described in Subsection (c) of this Section, the suspension may be for a period not to exceed sixty (60) days after the cure or termination of such violation. No such suspension shall prevent an Owner's ingress to or egress from his Lot.

ARTICLE III: COMMON EXPENSES AND ASSESSMENTS

All Assessments must be based on a uniform rate for all Lots upon the recording of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for River Island Plantation Subdivision.

Section 1. Assessment, Payment and Lien. Each Owner, by acceptance of a deed to such Lot or other conveyance, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to observe and conform to, and to cause the residents of the Lot to observe and conform to, the provisions of this Declaration, and to pay to the Association: (1) annual Assessments or charges; (2) special Assessments for capital improvements; and (3) other Assessments provided for in this Declaration or otherwise established by the Board in accordance with this Declaration. Such Assessments shall be fixed, established and collected from time to time as hereinafter provided, and shall be charged to each Lot and be a continuing lien as to each Lot. Payment of such Assessments shall be a personal obligation of the Owner at the time when the Assessment becomes due and payable. The personal obligation for delinquent Assessments shall not be passed to successors in title unless expressly assumed by them.

Section 2. Special Assessment for Capital Improvements. The Association may levy, in any Assessment year, a special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, maintenance, unexpected repair, or replacement of a capital improvement, including the necessary fixtures and personal property related thereto,



provided that any such Assessment shall be approved by a vote of two-thirds (2/3) of the Owners who are voting (in person or by proxy) at a duly called meeting for this purpose. Written notice shall be sent to all Owners at least thirty (30) days prior to such meeting and shall set forth the purpose of the meeting.

Section 3. Annual Assessment. The annual Assessment shall be due and collected by March 1 of each year. The annual Assessment for 2019 is \$250 per Lot.

(a) Henceforth, without a vote of the Membership, the annual assessment may be increased at any time and from time to time during each Assessment Year by not more than twenty-five percent (25%) above the annual assessment for the previous Assessment Year without a vote of the Membership.

(b) A future annual Assessment may be increased by more than twenty-five percent (25%) by a vote of two-thirds (2/3) of the Owners who are voting (in person or by proxy) at a duly-called meeting for this purpose. Written notice shall be sent to all Owners at least thirty (30) days prior to such meeting and shall set forth the purpose of the meeting.

Section 4. Quorum for Any Action Under Sections 2 and 3. The quorum required at the meeting called for any action authorized by Sections 2 or 3 of this Article III shall be the presence of the Owners, in person or by proxy, entitled to cast twenty percent (20%) of all the votes of the membership.

Section 5. Nonpayment of Assessments. Assessments not paid on or before the due date shall be considered delinquent. The delinquent Owner shall be responsible for all costs associated with collection, including reasonable attorneys' fees. No Owner may waive or otherwise evade liability for the Assessments provided herein by non-use or abandonment of his Lot.

Section 6. Subordination of Lien to Mortgages. The lien of Assessments provided for herein (which each Owner grants by acceptance of a deed to a Lot subject to this Declaration) shall be subordinate to the lien of any first mortgage on such Lot. The Board shall have the power to subordinate, in its sole discretion, said lien to the lien of a second or subsequent mortgage. Sale or transfer of a Lot pursuant to foreclosure shall extinguish the lien if subordinate to the foreclosing lien (but not the obligation to pay) of such assessments which become due prior to such sale or transfer.

Section 7. Enforcement of Lien. For and in consideration of the premises, privileges and protections, receipt of which is hereby acknowledged, to secure the payment of said Assessments or any other charge due as well as costs of collection, including reasonable attorneys' fees, a lien is hereby granted to the Association and the Board on the interest of each Owner in each Lot and all tangible personal property therein as hereinabove provided.



**ARTICLE IV: CONTRACTS FOR MAINTENANCE, OPERATION,
MANAGEMENT AND REPAIRS**

The Association shall have the authority to contract with any and all parties for the maintenance, operation, management and repair of the Common Areas, and may delegate to any said party all powers and duties of the Board and the Association, except those which are specifically required herein or by the By-Laws to have the approval of the Board or the Members of the Association. Said contractor may be authorized to recommend to the Board the budget for the Assessments for common expenses, and to collect the same, with all authority in connection with said collection which is otherwise conferred upon the Board. The Board is hereby authorized to enter into such agreements as it may deem necessary or desirable for the administration, management, operation and maintenance of the Common Areas. Each Owner, by acquiring or holding an interest in any Lot, agrees to be bound by the terms and conditions of all such agreements entered into by the Association. A copy of all such written agreements shall be made available at the office of the Association for review by each Owner.

ARTICLE V: INSURANCE

Section 1. Liability Insurance. The Association shall maintain liability insurance as to the Common Area and any other real or personal property of the Association. The Association shall also maintain liability insurance as to the acts and omissions of the Board and officers of the Association. Premiums for all such liability insurance are Common Area expenses included in the Assessments made by the Association.

Section 2. Annual Review of Policies. All of the Association's insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the covered property and whether such policies provide for appropriate levels of coverage for the acts of the members of the Board. The decision to alter, amend, or increase the amount of coverage for any policy shall be exclusively within the authority of the Board.

**ARTICLE VI: BUILDING APPROVAL AND
ARCHITECTURAL CONTROL**

Section 1. Construction Plan. Prior to construction, the Lot Owner/Builder must submit the construction plan to the ARB. The construction plan will consist of the following information as a minimum:



- (a) House Plans - Complete set of house plans including front, rear, side elevation, roof and foundation plans and square footages.
- (b) Exterior Material Listing – List to include shingles, siding (brick, stone, etc.), window types and sizes
- (c) Exterior Color Scheme – Color samples of shingles, stone, brick, paint, etc.
- (d) Site Plan – Location of House on Lot with dimensioned setbacks; sidewalks, driveway locations, retainer walls, pools and fences identified.
- (e) Grading Details – Identification of major changes to grade that would affect drainage
- (f) Septic Permit – Approved Knox County Septic Permit
- (g) Landscape Plan – Submission within sixty (60) days of house completion to include
 - (1) Planting locations
 - (2) Type and size of plants
 - (3) Mailbox design and location
 - (4) Lighting

All changes or alterations made to exterior appearance or square footage must be submitted to the ARB for approval.

Section 2. Approval Time Limit. In the event that the ARB fails to approve or disapprove plans or specifications within sixty (60) days after submission and confirmed receipt by the ARB, the plans or specifications will be deemed to have been approved by the ARB and the Owner shall be deemed to have fully complied with this covenant.

Section 3. Right of Appeal. Any Owner receiving an adverse decision from the ARB shall have the right to appeal that decision. The plans shall be deemed approved if 65% of the other Association Members accept the plans in writing. The Board will conduct the appeal process. All costs associated with the appeal are to be paid by the appealing Lot Owner.

Section 4. Building Type and Location. No part of any lot shall be used for residential purposes until a completed dwelling house, conforming to the provisions of this instrument shall have been erected thereon. The intent of this paragraph is to prevent the use of a garage, incomplete structure, trailer, tent, or other enclosure as living quarters before or after the erection of a permanent dwelling. A trailer shall not, under any circumstances, be considered a permanent dwelling, and no trailer type of residence shall at any time be placed or maintained on any Lot. However, the use of construction trailers during the construction period is allowable provided their sole use and purpose is to store tools and related materials. There shall be no log homes.


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modular homes, or mobile homes allowed within the subdivision, regardless of the manner in which such structure is attached to a lot.

- (a) Construction Period. The dwelling shall be completed in nine (9) months from the beginning of construction. An extension of the construction period may be approved by the ARB. The owner shall be responsible to see that the construction site is kept free of debris and waste so as not to create a nuisance or litter to the other property owners.
- (b) Single Family Residential. There shall be no more than one dwelling permitted on each lot.
- (c) Prohibited Residences. There shall be no more than one dwelling permitted on each lot. No Bi-level, Tri-level or other homes where the level of any portion of the ground floor varies from any other portion of the ground floor by more than 18 inches shall be permitted on any Lot. Log homes, Modular homes, mobile homes, manufactured homes, motor coaches, recreational vehicles, house trailers and trailers are prohibited for residential or occupancy purposes. Additionally, no trailer, basement, tent, garage, barn or other outbuilding erected on a Lot shall at any time be used as a residence, temporarily or permanently. Without limiting any of the foregoing, no other structure of a temporary character shall be used for residency or occupancy.

Duplexes and Apartments are prohibited. No duplex residence, detached garage apartment or apartment house shall be erected or allowed to remain on any Lot and no building on any Lot at any time shall be converted into a duplex residence, detached garage apartment or apartment house.

- (d) Building Materials. The exterior shall be a minimum of 85% brick, stone, masonry siding or other approved building material. Use of masonry siding must have exterior stone accents. The specifications or photographs and/or samples of the exterior materials must be submitted with the plans. A maximum of 15% of vinyl is allowed. Use of vinyl is restricted to gable areas, dormers, eaves, soffits, and fascias. All exterior paint and stain colors, finishes and combinations and pre-finished exterior materials must receive prior written approval of the ARB.
- (e) Roofs. The roofs shall be a minimum of 7/12 pitch. All roofs shall be what is described as a dimensional shingle or better to be approved by the ARB. Porch roofs or other minor or accent roofs may have a lesser pitch if approved by the ARB.
- (f) Solar Collectors. Solar collectors indistinguishable from architectural shingles are allowed across the entirety of the roof. Solar panels, distinguishable as



such, are allowed on the back side of the roof only.

(g) Setbacks. The dwelling shall be set back at least 30 feet from the street right of way upon which the dwelling shall face; 15 feet to any side line; 15 feet from any rear lot line; 25 feet to any side street line. No structures, including swimming pools, pool houses, outbuildings, outdoor fireplaces and children's playhouses of approximate ground level construction, shall be located on or nearer than 15 feet of any property line. For the purposes of this covenant, eaves, stoops, and open porches shall not be considered part of the building, provided they shall not be constructed to permit any portion of the building on the lot to encroach upon another lot. No provision of these restrictions shall be construed to permit any structure to be built on any lot that does not conform to the zoning laws and regulations of Knox County, Tennessee. It shall be permissible for the ARB to reduce the front line setback requirements if necessary. Said permission shall be in writing and shall be recorded in the Register's Office of Knox County, Tennessee.

(h) Minimum Size. Any dwelling erected upon any lot must meet the minimum requirement of 2,000 square feet of heated livable floor area, with a minimum of 1,350 square feet on the first floor. Unfinished basements, attics and/or garages are excluded. No structure should exceed two stories above street level unless approved otherwise by the ARB.

No dwelling shall be erected or permitted to remain in River Island Plantation Subdivision unless it has the required number of square feet of enclosed living area, exclusive of open porches, garages or basements as set forth in this paragraph. For the purpose of this section, stated square footage shall remain the minimum floor area required, and floor areas shall mean the finished and heated living area contained within the residence, exclusive of open porches, garages and basements.

(i) Driveways. All driveways on any Lot shall be of aggregate concrete or better (no asphalt driveways shall be permitted) or other similar materials approved by ARB, which shall be constructed in final finished form not later than thirty (30) days subsequent to the substantial completion of any residence on a Lot, as determined by ARB in its sole discretion.

(j) Garages. All residences shall have at least a double car garage, either attached thereto or integrated in or beneath a residence. The openings for vehicular entrances to any garage located on a Lot shall include doors. Garages, as structures, are subject to prior plan approval. No carport shall be constructed on any Lot. Front entry garages require prior approval from the ARB, and should only be granted if side and rear entry garages are not feasible.



Section 5. No Occupancy Before Completion. No occupancy of any residence shall be permitted prior to the completion thereof, to the satisfaction of ARB, and compliance with the provisions of this Declaration, including, without limitation, this Article VI.

Section 6. Underground Utilities: Easements: Lot owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above the ground including, but not limited to, electric, telephone, and cable television. There shall be a ten (10) foot easement for utilities at the border of each lot, except where two or more lots are joined to make one lot, the interior lot line easement shall be eliminated.

Section 7. Interference With Drainage. No construction on any Lot shall be done in such a way as to materially increase the drainage of water upon any adjoining Lot.

Section 8. Exposed Foundation. No exposed concrete or block foundation shall be permitted above ground level in the construction of a dwelling, building, wall or fence. All front facing porches must be underpinned.

Section 9. Fuel Storage Tanks. All fuel storage tanks must be installed underground and must be approved by the ARB. Above-ground access must be flush with ground level or screened from view. No above ground fuel storage tanks are permitted.

Section 10. Heating and Cooling Units. Location of equipment for central air conditioning or heating is subject to approval by the ARB. No window air conditioning units shall be installed in any residence or building.

Section 11. Antennas/Satellite Dishes. All television or radio antennas shall be placed in the attic of the residence, unless an alternative location is approved by the ARB. Television or radio towers are prohibited from being placed upon any Lot. Satellite dishes, other than those being 30 inches or less, shall not be permitted. Allowable satellite dishes must be hidden from front-facing street view. No ham radio antennas, outside roof antennas, or other such electronic devices shall be permitted.

Section 12. Mailboxes. All mailboxes must be constructed from stone or brick and be similar to the main structure and must be approved by the ARB.

Section 13. Fencing. All fencing must be approved by the ARB. No fence shall be erected or maintained in front of the residence. No fences may be erected forward of the centerline of the side of the main structure and no fences shall be higher than five feet unless approved by the ARB. Chain link, vinyl and flat-panel fences are prohibited from being placed on any Lot.

Section 14. Pools/Outbuildings. Pool houses shall only be permitted in connection with a swimming pool. All swimming pools must be enclosed by a fence



approved by the ARB and meet all the existing governmental requirements. Pool pumps and associated utilities must be screened from front-facing street view. Above ground pools are prohibited. All outbuildings must be of similar design, materials and appearance as the main structure and must be approved by the ARB.

Section 15. Building Materials Storage. No lumber, brick, stone, cinder block, concrete block or other building materials shall be stored upon any Lot more than a reasonable amount of time for the completion of construction. All building materials must be removed from the premises within 30 days after occupancy of the dwelling.

Section 16. Work Site Appearance and Cleanliness. The owner shall be responsible to see that the construction site is kept free of debris and waste so as not to create a nuisance or litter to the other property owners. The Builder and/or Lot Owner shall ensure that the work site is free of loose debris/waste at the end of each work day. Should debris and/or waste blow onto other property within the subdivision, the Builder and/or Lot Owner shall take immediate steps to remove the debris/waste as soon as possible.

Section 17. Maintenance of Roads and Curbs. Any Builder performing construction services on the Property, and any Lot owner purchasing such services, shall be jointly and severally liable for any damage caused by any contractors, subcontractors, material suppliers or any other party acting on their behalf, to any portion of the Property, including, without limitation, the Common Areas, curbs, roadways and signage. All Builders and Lot owners shall take such measures as are necessary to avoid the deposit of any mud, gravel or dirt on roads within the Subdivision. Should a deposit described in this paragraph occur, the Builder and/or Lot Owner shall take immediate steps to remove and clean such deposits or tracking at the end of every work day.

ARTICLE VII: USE RESTRICTIONS

Section 1. Purpose. The covenants in this Article VII are necessary and desirable to maintain fair and adequate property values, prevent nuisances and maintain an attractive area for residential purposes.

Section 2. Single Family Residences. All lots shall be devoted exclusively to residential use, and no building shall be erected or maintained in the subdivision other than single family residences, private swimming pools, pool houses, approved outbuildings, outdoor cooking areas and children’s playhouses. No Lot shall be used except for single family residential purposes.

Section 3. Re-subdivision of Lots. No Lot shall be re-subdivided except as approved by the Association and the Knox County Planning Commission. No Lot shall be used for the purpose of joining the Subdivision with any contiguous parcel of land and no road shall be built on or through a Lot for the purpose of joining this



development with any contiguous parcel of land.

Section 4. Gardens/Mowing.

- (a) Landscaping and gardens should not include the use of artificial plants.
- (b) No vegetable gardens shall be planted or extended nearer the street than the rear yard of any residence, and in no event, nearer than 25 feet from any adjoining property.
- (c) All lots must be maintained by the owner in a neat and orderly condition, including grass cutting and debris removal. Lots must be mowed a minimum of six (6) times per year, once a month, April through September. If lots are not maintained as stated herein, said lot will be mowed and the cost of same paid out of the Association's account and a lien will be placed against said lot until reimbursed.

Section 5. Waste and Neglect. At no time shall any Lot be stripped of its topsoil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, dropped, or dumped on it.

Section 6. No Dumping. No Lot shall be used as a dumping ground for rubbish. No Person shall place refuse, stumps, concrete blocks, dirt or building materials or other undesirable materials on any Lot. Provided, however, that building materials may be placed on a Lot during the construction of the dwelling in conformity with the other provisions of this Declaration.

Section 7. Trash Storage. Garbage and refuse shall be placed in containers which shall be concealed and contained within a building or concealed by means of a screening wall of material similar to and compatible with that of the residence on the lot, or sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan and designed so as not to attract attention and located in an inconspicuous manner.

Section 8. Firewood Storage/Clotheslines. All firewood, and any other items allowed to be stored outside, must be neatly stored on the back of the Lot. No outside clotheslines shall be erected or placed on any lot.

Section 9. Firearms and Hunting. The discharging of any firearm within the Subdivision is prohibited by law and is a law enforcement issue beyond the scope of the POA.

Section 10. Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby Lots, as determined by ARB. All exterior lighting, ornamental post lights and other ornamental yard decorations located or proposed to be located on any Lot are subject to the prior written approval of ARB in its sole discretion. Exterior lights should use white light bulbs to maintain continuity and appeal, with reasonable



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exceptions for temporary holiday lighting which shall not exceed 60 days.

Section 11. Nuisances. No noxious or offensive trade or activity shall be carried on within the Subdivision, nor shall anything be done within the Subdivision which may be or may become an annoyance or nuisance to the neighborhood.

Section 12. Signs/Flags. No signs of any kind shall be displayed to the public view on any Lot except for those not more than five (5) square feet for the following permitted purposes: a sign advertising the Lot for sale, a sign of the general contractor during construction, security signs indicating the home is protected by a security system, Owner name, signs approved by the Board and/or ARB. One (1) political sign per candidate, issue or subject may be placed on display from sixty (60) days prior to a general election and must be removed from display one (1) day after the general election. Political signs cannot exceed four square feet (4 sq. ft.) in size.

Flags on the front of a structure may be hung in customary fashion so long as the flag is not in excess of 24 square feet in size. No flagpoles shall be erected or placed in the front or side of any dwelling. All flagpole installations must be approved by the ARB.

Section 13. Pets and Animals. No animals, livestock, or poultry of any kind shall be kept, used or bred on any Lot either for commercial or private purposes, except domestic pets; provided, however, that no pet shall be allowed to run at large and shall not otherwise constitute a nuisance, health or safety hazard to the neighborhood. Pets shall only be kept for the pleasure and use of the occupants of the Lot. Pets shall not be kept for any commercial breeding uses or other purposes. No structure for the care, housing, or confinement of any pet shall be constructed or maintained on any part of a Lot unless approved by the ARB. Dogs shall be under leash or otherwise under control when walked or exercised. The Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this section, a particular pet is a nuisance, and shall have the right to require the owner of a particular pet to remove such pet from the Lot if such pet is found to be a nuisance or to be in violation of these restrictions. The Association intends to preserve the natural environment wherever possible and animal control must be strictly observed.

Section 14. Parking and Storage of Vehicles and Trailers.

No inoperable vehicles may be parked on any Lot. All vehicles must be parked on a concrete driveway or a concrete extension thereof. Gravel parking areas are not permitted.

All campers, motor homes, travel trailers, recreational vehicles, boats, utility trailers, towable equipment and all other similar vehicles or trailers must be housed in the garage or screened from the view of the streets. Such vehicles may be temporarily parked on a lot for no more than seven (7) consecutive days or a maximum accumulation of sixty (60) days per year. No tractor-trailer trucks, buses, or other



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commercial vehicles (greater than 10,000 pounds) may be parked anywhere on the lots or on the street. Construction equipment may be parked on a Lot during the construction phase.

Section 15. Rentals. As a single family residential neighborhood, no part of the improvements to a Lot may be rented for any term less than six (6) months.

Section 16. Restrictions on Business and Home Occupations. Except for "home occupations" as that term is strictly construed under the zoning district regulations for Knox County, no trade or business of any kind (and no practice of any profession, including, without limitation, medicine, dentistry, chiropody, osteopathy, accounting, law and other like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which constitutes or may become an annoyance or nuisance to the neighborhood or other residents in the Subdivision, as determined by ARB or the Board.

Section 17. Duty to Repair, Rebuild and Maintain.

(a) Routine Maintenance.

Each Lot owner shall, at its sole cost and expense, repair and maintain the residence and other approved structures, keeping the same in first class condition. In the event any such residence or structure on the Lot is not so maintained, the ARB or Board will give written notice to the Owner to resolve the issue(s) within sixty (60) days to the satisfaction of the ARB.

(b) Damage Repair.

If all or any portion of a residence or other approved structure is damaged or destroyed by vandalism, fire or other casualty, then the Lot owner shall, with all due diligence, promptly (as acceptable to the ARB and the Board) rebuild, repair or reconstruct such residence or structure in a manner which will substantially restore it to first class repair and condition. If damage is deemed beyond repair, the Lot Owner will be responsible for demolition of the structure and return of the landscape to its original condition. The Lot Owner is responsible to submit a plan to the ARB detailing the method and timing of repair/demolition within 20 days from the occurrence. The ARB will review and approve the plan and quality of the repair/demolition.

ARTICLE VIII: AMENDMENTS TO DECLARATION

The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless modified by the Owners. This Declaration may be amended by an instrument signed by not less than sixty-five percent (65%) of the responding voting Members. Any amendment must be recorded. However, the actual Owner signature pages need not be recorded so long as any such amendment is accompanied by a verification, signed by


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the appropriate Association representative, stating that the necessary original signatures exists and are on file.

ARTICLE IX: MISCELLANEOUS PROVISIONS

Section 1. Provisions Run With the Land. All provisions of this Declaration and Exhibits hereto, and all subsequent amendments to any of them, shall constitute covenants running with the property in the Subdivision and every part thereof and interest therein, and all persons owning any interest in the property in the Subdivision shall be bound by all provisions thereof.

Section 2. USA-Tennessee Valley Authority (TVA) Reservations, Restrictions and Conditions. All Lots are subject to applicable USA-TVA reservations, restrictions and conditions, as well as applicable TVA shoreline strip rules, water use facility rules, regulations or permit requirements, and the terms and provisions of the Declaration.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein shall, in no event, be deemed a waiver of the right to do so thereafter. In any action to enforce the provisions of this Declaration, including a lien for Assessments, the Association or any Owner enforcing this Declaration shall be entitled to recover, from the offending party, reasonable attorneys' fees and all other costs of such litigation. All liens created and/or imposed against any Lot pursuant to the provisions of this Declaration may be enforced in accordance with the applicable provisions of Tennessee Law, including the judicial foreclosure and sale of Lot encumbered thereby, with the Lot owner and any other persons responsible therefor remaining liable for any deficiency.

Section 4. Notice. Notices to the Board, its successors or assigns shall be delivered to the address of the Association. Notice to Owners shall be made at the last address indicated by the records of the Board. All such notices shall be considered complete when placed in the mail, first class postage prepaid.

Section 5. Effective Date. This Declaration shall become effective immediately upon recording and shall be binding on all property in the Subdivision, regardless of when the lot was purchased.

Section 6. Invalidation. In the event that for any reason any one or more of the foregoing protective covenants and restrictions shall be construed by judgment or decree of any court of record to be invalid, such action shall in no way affect the other provisions nor the invalid provision as it may apply to differing circumstances, which shall remain in full force and effect. The Association hereby declares that said restrictions are not interdependent, but severable, and any one would have been

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adopted even without the others.

Section 7. Non-Liability of the ARB and Board Officers. Neither the ARB, its members or officers, nor the officers of the Board, shall be personally liable to any of the Lot owners for any mistake of judgment or fact or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or actual fraud. The Lot owner shall indemnify and hold harmless each of the members and officers of the ARB and Board and their respective heirs, executors, administrators, personal representatives, successors and assigns, for acts or omissions of any nature whatsoever while acting in their official capacity and otherwise in accordance with the Articles and/or Bylaws of the Association.

IN WITNESS WHEREOF, the Board has caused this Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed by its President, and its corporate seal to be duly affixed hereto, and the undersigned Owners of a majority of the Lots in the Subdivision have executed this Amended and Restated Declaration of Covenants, Conditions and Restrictions, on the day and year first above written.

River Island Plantation Property Owner's Association, Inc.

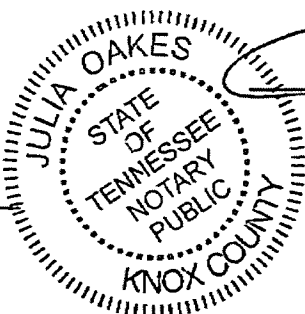
By: Jerry Hensley
Jerry Hensley President

STATE OF TENNESSEE)
COUNTY OF Knox)

Before me, the undersigned Notary Public in and for the County and State last aforesaid, personally appeared Jerry Hensley, with whom I am personally acquainted, and who, upon oath, is himself/herself to be the President of River Island Plantation Property Owner's Association, Inc., a Tennessee Corporation, the within bargainor, and who acknowledged himself/herself to be authorized to execute the foregoing instrument as President of said corporation, and acknowledged that he/she, as such President, executed said document on behalf of River Island Plantation Property Owner's Association, Inc., as the free act and deed of said Corporation for the purpose therein contained by signing the name of said corporation by himself/herself as President.

WITNESS my hand and official seal this 5th day of Dec. 2019.

My commission expires:
1/30/21



Julia Oakes
Notary Public

