

**DECLARATION OF RESTRICTIVE COVENANTS**

**OF**

**RIVER MIST SUBDIVISION**

**THIS DECLARATION OF RESTRICTIVE COVENANTS** (“Declaration”) is hereby made, published and declared this 21st day of NOVEMBER 2005, by **Guardian Investments LLC** (the Owners) (hereinafter also referred to as the “Developers”).

**WITNESSETH:**

**WHEREAS**, the Developers own certain real property (the “Property”) known as “RIVER MIST SUBDIVISION”, located at 1915 Buck Hollow Road, in the Seventh (7th) Civil District of Jefferson County, Tennessee, said real property being more particularly described in of record in Book 528, Page 449, in the register’s Office for Jefferson County, Tennessee, and shown on Tax Map 12, Parcel 20 of the Tax Assessor’s Office of Jefferson County, Tennessee which is incorporated herein by reference; and,

**WHEREAS**, the Developers intend to convey the Property to various purchasers as a residential subdivision (the “Subdivision”) to be known as RIVER MIST SUBDIVISION, recorded on plat of record in Map Cabinet \_\_\_\_\_, Slide \_\_\_\_\_ in the Register’s Office for Jefferson County, Tennessee; and,

**WHEREAS**, it is for the interest, benefit and advantage of the, Developers, and each and every person or entity that shall hereafter acquire any lot or any portion of any lot in the Subdivision, or any re-subdivision thereof, (all such lots being collectively referred to as the “Lots” and individually referred to as a “Lot”) that certain restrictive covenants governing and regulating the use and occupancy of the same be established, set forth and declared to be covenants running with the land.

**NOW, THEREFORE**, for and in consideration of the premises and of the benefits to be derived by the Developers, and each and every subsequent owner of any of the Lots or portions of said Lots in the Subdivision, the Developers do hereby set up, establish, promulgate and declare the following protective covenants to apply to the Property and to all of said Lots and portions of said Lots, and to all persons owning any of said Lots or portions thereof, hereafter. These restrictive covenants shall become effective upon the recordation of this instrument and shall run with the land and be binding on all persons claiming under or through the Owners for a period of twenty (20) years after the recordation of this instrument, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless it be agreed by a vote of a two-thirds (2/3) majority of owners of Lots (then subject to this Declaration) within the subdivision, with each Lot to carry one (1) vote, to alter, amend or revoke the same, in whole or in part, in which latter event these restrictive covenants

shall be altered, amended or revoked as determined and agreed upon by such two-thirds (2/3) majority.

### Definitions

The following words and terms, when used in this Declaration, (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) **"Lot"** shall mean and refer to any improved or unimproved plot, tract or lot of land shown upon any recorded final subdivision map of any part of the property.

(b) **"Owner"** shall mean and refer to the record owner, whether one or more persons, firms associations, corporations, or other legal entities, of the fee simple title to any lot situated upon the Property; but notwithstanding any applicable interest thereof of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(c) **"Property"** shall mean and refer to the existing property identified as River Mist Subdivision on the plat of record in Map Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Jefferson County Register of Deeds.

(d) **"River Mist on the Holston Subdivision Owner's Association Inc."** shall mean the official owner's association whose membership shall consist of all River Mist property owners, and that such "Association" shall be legally established and registered with the State of Tennessee. (For "Purposes and Powers" of the River Mist on the Holston Subdivision Owner's Association Inc., refer to the "Articles of Incorporation of River Mist on the Holston Owner's Association Inc.")

**1. Exceptions.** Developer reserves unto themselves the right by written action to impose additional and separate restrictions or to grant exceptions, variances or waivers at the time of sale of any of the lots sold by them in this subdivision or thereafter, if the need shall so arise, which said additions, restrictions, exceptions, waivers and variances may not be uniform, and may differ as to specific lots. Developer may amend these restrictions in their entirety, so long as the general plan of development of the subdivision is not changed.

**2. Obligations of Ownership regarding Common Area assets and Property Owner's Association.** Purchase of a lot or lots in River Mist Subdivision shall obligate each and every lot owner of record to his/her/it's pro-rata share of the River Mist Common Areas Maintenance, including Common Area improvements and related maintenance expenses. These Common Areas to be maintained, shall include but are not necessarily limited to: the Upper River Access area, the Lower River Access Area, the Entrance Area, the Main Sign Area. River Mist property ownership shall also obligate each and every lot owner of record to membership in the River Mist on the Holston

Owner's Association Inc. and such association membership shall obligate each property owner (Association Member) to accept, adhere to, and abide by the "Purpose and Powers of the Association" as stated in the Articles of Incorporation of River Mist on the Holston Owner's Association Inc.

The RIVER MIST ON THE HOLSTON SUBDIVISION Owner's Association Inc., a non-profit corporation shall be established for the purpose of maintaining common areas (including common area structures), easements and rights-of-way in the subdivision. The Owner's Association shall have the authority to assess dues to each lot and to collect such dues from each lot owner. The Owner's Association shall set the amount of the dues or assessments necessary for maintenance of the easements and common areas and shall have a right to enforce a lien on the lots for the collection of delinquent maintenance fees and assessments that shall be levied by the Owner's Association each year. In the event that an owner becomes delinquent in payment of the assessments, a lien shall be assessed against the lot, which shall include attorney fees, cost of collection, and interest at the rate of 12% per annum.

The RIVER MIST ON THE HOLSTON SUBDIVISION Owner's Association shall have the authority to determine and declare property ownership maintenance deficiencies and further have the authority to contract for the correction of such property ownership maintenance deficiencies including but not necessarily limited to, grooming, safety, restrictive, and aesthetic matters related to privately owned grounds, structures and driveways, etc., and to charge the individual homeowner or lot owner as a lien against his or her property the amounts required to perform the correction of such deficiencies or any other work deemed necessary by the RIVER MIST on the Holston Subdivision Owner's Association Inc.

**3. Re-subdivision.** The recorded or unrecorded plan for the Subdivision shall show the location, dimension and boundaries of each Lot. Except for any revisions to the plan or re-subdivision by the Developer, no Lot may be re-subdivided nor its boundaries changed without the consent of the Developer, or of at least two-thirds (2/3) of all Lot owners, each Lot to carry one (1) vote, and without the prior approval to the Planning Commission for Jefferson County, Tennessee.

**4. Land Use and Building Type.** No Lot shall be used except for private, single family residential purposes unless specifically required for use by a public utility service for the Subdivision or by governmental authority and unless approved in advance by the Developer or by the RIVER MIST on the Holston Subdivision Owner's Association, Inc. and such approval is recorded in the Office of the Register of Deeds. No residential dwelling shall be constructed by any builder unless such builder has been approved by the Developer or by the River Mist on the Holston's Community Association.

No business of any nature shall be conducted on any Lot, unless approved by a two-thirds (2/3) majority of the owners at a duly called meeting of the RIVER MIST on the Holston Subdivision Owner's Association Inc. Each Lot shall contain no more than one (1) residential dwelling of not more than two stories in height plus basement (if desired),

with only one outbuilding. For the purpose of these covenants and restrictions, an attached garage shall be considered part of the residence (and such residence shall therefore be allowed to have a separate outbuilding), however, a detached garage shall be considered an outbuilding (and such residence shall therefore not be allowed to have any further separate outbuildings). Any garage, whether attached or detached, shall not be for more than three passenger cars and/or other similarly sized vehicles or recreational vehicles. Any and all garages or outbuildings for any purpose shall be built of the same materials as the residence. All driveways shall be paved with asphalt, concrete, or paver stone, unless otherwise approved by Developer or RIVER MIST on the Holston Subdivision Owner's Association Inc.

**5. Architectural Control.** No building, fence, wall, pool or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developer and/or the River Mist on the Holston Subdivision Owner's Association Inc. as to quality of workmanship and materials, harmony of external design with existing structures and community architectural theme, and as to location with respect to topography and finish grade elevation. Approval shall be provided as herein below set forth:

**(a) Duration:** The Developers shall maintain architectural control for five (5) years from the date of the recordation of this Declaration or until the sale by the Developers of each and every Lot in the Subdivision, whichever shall later occur. However, notwithstanding the aforesaid, the Developers shall maintain the right to transfer responsibility for architectural control from the Developers to the RIVER MIST on the Holston Subdivision Owner's Association Inc. at the sole discretion of the Developers. And, via this instrument, the RIVER MIST on the Holston Subdivision Owner's Association Inc. shall be bound to accept this responsibility of architectural control without any liability, cost or other burden to be imposed upon and/or borne by the Developers. In the event of such a transfer of architectural control from the Developers to the RIVER MIST on the Holston Subdivision Owner's Association Inc., the RIVER MIST on the Holston Subdivision Owner's Association Inc. shall retain the right to establish and adopt any and all reasonable architectural standards as they deem appropriate to fulfill this responsibility of architectural control, including but not necessarily limited to the creation and establishment of an Architectural Review Committee.

**(b) Procedure:** The Developer's (or alternatively, the RIVER MIST on the Holston Subdivision Owner's Association Inc.'s.) approval or disapproval as required in this Declaration shall be in writing. In the event the Developers (or alternatively the RIVER MIST on the Holston Subdivision Owner's Association Inc.) fail to approve or disapprove within thirty (30) days after plans and specifications have been submitted with a written request for such approval, approval will not be required and the related covenants shall be deemed to have been complied with in full.

**(c) Standards:** For the purpose of assuring the maintenance of the Lots as a neighborhood of high standards, the Developers hereby adopt the following standards for architectural control: the Developers shall have the right to disapprove any plans

submitted hereunder because of failure to comply with any restrictions contained herein, failure to include any information required herein, objection to exterior design, or such other matters which would render the proposed structure or use inconsistent or not in harmony with the structures located upon other Lots within the neighborhood, or not in harmony with the intended structures not yet constructed upon other Lots within the neighborhood.

**(d) No Liability.** In no event shall the Developers nor the RIVER MIST on the Holston Subdivision Owner's Association, Inc be held liable in any way to any Lot owner or other interested party by virtue of the Developer's or by RIVER MIST on the Holston Subdivision Owner's Association Inc.'s approval, disapproval, or inaction regarding any architectural control decision.

**6. Dwelling Size.** The minimum square footage of temperature controlled living area of any residence erected in the subdivision shall be one thousand seven hundred (1,700) square feet, as measured from exterior walls; provided, however, that garages, outbuildings, porches, basements and similar spaces shall be in addition to, and not included in the above stated minimum square footage requirements.

**7. Building Location and Setbacks.** No building shall be located on any tract or Lot nearer to any roadway or the front lot line, than forty (40) feet or nearer to side street line of a corner lot, than thirty (30) feet. No building shall be located on any lot nearer than ten (10) feet to an interior lot line. For the purposes of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building, providing however that this shall not be construed to permit any portion of a building on a lot to encroach beyond the setbacks of an interior lot line. Notwithstanding the aforesaid, all buildings in RIVER MIST SUBDIVISION must comply with all rules and regulations of the Jefferson County Planning Commission of Jefferson County, Tennessee. Notwithstanding the above, variances to these setback lines may be issued by the Developer for certain lots, whose lot line configurations may cause the set-back lines to be too restrictive, and/or unattainable. Notwithstanding the above, rear setback lines on lower river lots 14 through 35 shall require approval by the developer or by the River Mist on the Holston Subdivision Owner's Association Inc. so as to ensure that no lot owner shall unreasonably block views of neighboring lot owners. Rear set back lines for all non-water lots shall not be nearer than 40 feet from the rear lot lines unless otherwise approved by the Developer or by the River Mist on the Holston Subdivision Owner's Association Inc.

**8. Maintenance of Construction Site.** Lot owners shall ensure that builders shall maintain Lots and construction sites in a clean manner during construction, and that trash and excess material shall be cleared at least once a week. Mud or debris on the street caused by new construction must be cleaned with reasonable promptness by the contractor causing such to occur. When the construction of any improvement upon any lot has commenced, work thereon shall be pursued diligently and continuously until the full construction thereof, not to exceed twelve (12) months (unless otherwise approved by the Developer or by the RIVER MIST on the Holston Subdivision Owner's Association

Inc.) or unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies or natural calamities.

During construction on any lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such lot only at such a location as to not interfere with the flow of traffic in the development, and such vehicles shall not be parked at any time on the streets and roads of the subdivision where they may cause inconvenience or interference with other lot owners or other interested parties of the RIVER MIST Subdivision.

All construction sites must be kept clean and debris shall not be allowed to accumulate.

And further, unless otherwise approved by the Developer or the RIVER MIST on the Holston Subdivision Owner's Association Inc., all construction sites shall have an environmentally approved and properly maintained and serviced portable toilet, from the commencement through to the completion of the construction.

And further, during the construction phase of any improvements to any lot in the subdivision, at no time shall any owner, his employees or agents, expose the surface of the road to track machines or any other type of equipment which may cause surface damage. Any and all road damage caused by any owner, his employees or agents, shall be the responsibility of such owner to promptly correct and repair. In the event that the owner fails to repair the road damage, the cost of any such repairs shall be a lien on the owner's property.

**9. Dwellings, Temporary Structures, and Outbuildings, Etc.** No trailer, mobile home, tent, shack, barn or any other non – approved outbuilding shall be erected on or moved onto any Lot, or used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted. No outbuilding less than 12 feet X 12 feet in size shall be erected on any lot unless otherwise approved by the Developer or the RIVER MIST on the Holston Subdivision Owner's Association Inc. No dwelling shall be moved onto any Lot, except for "factory constructed sections of homes" that meet the approval of the official architectural control entity pursuant to this Declaration. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy. No residence or other structures including but not necessarily limited to, outbuildings, fences, satellite dish receivers, etc. shall be built or placed on any Lot unless such buildings/structures conform to, and are in harmony with, the existing structures in the Subdivision and in harmony with the intended architectural theme of the subdivision. Further in this regard, all buildings/structures shall be in compliance and in accordance with the official architectural control entity pursuant to this Declaration. (Above ground swimming pools shall not be permitted).

**10. Environmental Protection.** All home construction and all other construction shall be subject to, and in compliance with, the terms, conditions, and obligations of the River Mist "Storm Water Pollution Protection Plan" as submitted by the Developer and

approved by the Tennessee Department of Environment and Conservation (TDEC). Further, all construction and vegetation initiatives undertaken on any river lot shall be subject to, and in compliance with, the terms, rules, and regulations of the Tennessee Valley Authority, (TVA).

**11. Occupancy and Rental.** No residence constructed on any lot in this subdivision may be occupied prior to its substantial completion. No building situated on any lot in the subdivision shall be rented or leased separately from the rental or lease of the entire property; and no part of such building shall be used for the purpose of a "Bed and Breakfast", boarding house, hotel, motel, tourist or motor court or other transient accommodation. A residence and accompanying lot of the subdivision may however be rented in its entirety for not less than a one month period. Overnight rentals, weekly rentals, etc. are prohibited. No duplex residences, apartment houses, multiple family or group homes shall be erected or allowed to remain on any lot of the subdivision, and no building in this subdivision shall be converted for such prohibited use.

**12. Nuisances.** No noxious, offensive or illegal activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**13. Lighting.** All decorative outdoor lighting (except emergency lighting) shall be of low wattage, no greater than 40 watts, and it shall be turned toward the ground, and shall be shielded completely or by frosted (translucent) glass or plastic in all directions so that it does not shine directly toward neighboring lots.

Security outdoor lighting less than 200 watts may only be illuminated for brief periods to provide for visibility during periodic outdoor activities. No dusk-to-dawn high wattage security lighting is permitted nor any light that shall disturb, or may disturb the peace and/or comfort of the occupants of surrounding properties (unless otherwise approved by the Developer or by the RIVER MIST on the Holston Owner's Association Inc.)

**14. Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept in reasonable numbers for the pleasure of the occupants, provided they are not kept, bred or maintained for any commercial purpose.

No outdoor kennels or pens shall be allowed. Pets shall not be allowed to run free on neighboring lots or on common areas in the River Mist Subdivision. Pet owners shall be responsible to collect and remove any and all pet discharge from any location in the River Mist Subdivision, including the pet owner's premises.

**15. Maintenance of Lot and Improvements.** Each owner shall keep his or her Lot and any structures thereon in good order and repair including but not limited to the seeding, watering and mowing of all lawns, the mowing of the ditches along the roads, keeping the areas clean and removing debris from the culverts, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of any structures, all

*enclosed  
dog house*

in a manner and with such frequency as is consistent with good property management. The Lot shall be maintained in a neat and attractive condition both before and after the construction of any residence thereon. Further in this regard, all lot owners shall be required to plant at least two deciduous trees on each owned lot as part of the owner's total landscaping plan that shall also require architectural control approval. No debris or unsightly objects shall be moved onto or kept on any Lot; provided, however, that construction materials may be kept on any Lot during the period of construction thereon. Failure by any owner to properly and acceptably maintain his/her/their lot, shall constitute cause for the Developer or for the RIVER MIST on the Holston Subdivision Owner's Association Inc. to contract for the repair or correction of such deficiency or deficiencies and to recover from lot owner(s) all reasonable expenses for such repair(s) and/or correction(s).

**16. Easements.** Each of the Lots of the Subdivision shall be subject to a perpetual easement for installation and maintenance of utilities, drainage facilities and roads, as may be reserved or shown on the recorded Plat of the Subdivision or in subsequent recorded re-subdivisions thereof. Specifically, a ten (10) foot easement shall be reserved along all front, side, and rear lot lines for the installation and maintenance of utilities and for drainage; provided however, in cases where one (1) person or entity owns two (2) or more adjacent lots, said easements will not be reserved along interior lot lines (when combining lots for one (1) residence) so that lot owners shall have the privilege of constructing improvements on the easements reserved herein, in which case such easement shall attach to the lot lines along which there are no improvements. The granting of these easements or right of access shall not prevent the use of the area by the owner for any permitted purposes; provided, however, that no structure of any kind shall be erected or maintained upon or over said easements, except structures necessary for public utilities. The owner of any lot burdened by a drainage easement shall be required to keep the easement open and clear for the flow of water, including the cleaning of the culverts, and shall not dam or permit the easement to become clogged so as to prevent the free flow of water over and through said drainage easement.

The Developer, for themselves and their successors and assigns, hereby reserves and is given a perpetual, alienable and reasonable easement, privilege and right, on, over and under the ground to erect, maintain and use electric wires, cables, conduits, drainage lines or drainage ditches, and other suitable equipment for drainage and for the installation, maintenance and transmission and use of electricity, telephone, lighting, heating, drainage and other conveniences or utilities on, in, over and under all of the easements shown on said subdivision plat (whether such easements are shown on said plat to be for drainage, utilities or other purposes) and on, in, over and under a ten-foot strip inside all interior and exterior lot lines; and the Developer shall have the unrestricted and sole rights and power of alienating and releasing the privileges, easements and right referred to in this paragraph.

**17. Access to Adjoining Lands.** Other than already established/granted as shown on the River Mist Plat Plan, no lot shall be used as access to, or in conjunction with, lands adjoining the subdivision, provided, however, that the Developer may use all or a portion



of any Developer owned property for access to adjoining lands of the Developer, currently owned or hereafter acquired.

**18. Easements – General (No Liability).** It shall be clearly understood and binding via this instrument that all River Mist property owners and also the RIVER MIST on the Holston Subdivision Owner's Association Inc. shall save harmless and relieve Developers of any and all responsibilities and liabilities that may be caused by, attributable to, or related to, easements, or to any other areas of property in the RIVER MIST Subdivision.

**19. Signs:** Unless otherwise approved by the Developer or by the River Mist on the Holston Subdivision Owner's Association Inc., no sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than five (5) square feet advertising the property for sale, or one (1) professional sign of not more than five (5) square feet to be used by a builder or contractor to advertise the property during the construction and reasonable sales period.

**20. Oil or Mining Operations:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

**21. Garbage and Refuse Disposal:** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. And further, the RIVER MIST on the Holston Subdivision Owner's Association Inc. shall retain the right to place specific, but reasonable restrictions in this regard, of which such restrictions shall be enforceable via this instrument and via the by-laws of the RIVER MIST on the Holston Subdivision Owner's Association Inc.

**22. Sewage Disposal:** No individual sewage-disposal system shall be permitted on any Lot, unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of both State and Local Public Health Authorities. Approval of such system as installed shall be obtained from such Authority. It is each and every property owners responsibility to ensure that his/her septic or sewage disposal system is approved by appropriate agencies, and is always maintained in proper operating order, so as not to violate any governing laws and so as not to contaminate the environment of either the RIVER MIST Subdivision property, the Holston River, or any other property. No outside toilets shall be permitted in RIVER MIST SUBDIVISION except for portable toilets during construction.

**23. Safety and Preservation of Wildlife:** No discharging of firearms and no hunting of any animals or game shall be allowed in RIVER MIST SUBDIVISION.

**24. Inoperative Vehicles/Parked Vehicles:** No inoperative cars, trucks, trailers, boats, campers or other types of vehicles shall be allowed to remain either on or adjacent to any lot, provided however, this provision shall not apply to any such vehicles being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot unless performed inside an enclosed garage. Recreational vehicles may be used temporarily on the premises provided they shall not be maintained for prolonged periods of time. No commercial type vehicles may be parked on any lot or street at any time except for brief periods of time while making deliveries or providing services.

**25. Enforcement:** Any lot owner and River Mist on the Holston Subdivision Owner's Association, Inc. may enforce the covenants and restrictions contained herein by bringing an action or actions at law or in equity against any person, persons or entity violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages therefore, or both.

**26. Severability:** Invalidation of any of these covenants or restrictions, or any portion of any such covenant or restriction, by judgment or court order shall in no way affect any of the other provisions, or any portion thereof, which shall remain in full force and effect. To this end the provisions of this Declaration are declared to be severable.

**27. Amendment:** Anything contained herein to the contrary notwithstanding, the Developers, or their successors and assigns, reserve the right to modify, release or amend all of the covenants and restrictions contained herein until such time as the Developers have sold all of the Lots in River Mist Subdivision; and thereafter this Declaration may be modified and amended by the vote of at least sixty-six and two-thirds percent (66 2/3%) of the owners of all Lots then subject to this Declaration, each such Lot to carry one vote. Any such modification must be in writing and filed for record in the Register's Office for Jefferson County, Tennessee.

**28. No Reverter:** No restriction or provision herein is intended to be or shall be construed as a condition subsequent or as creating any possibility of a reverter.

**29. Developer's Reserved Rights.** Notwithstanding any provision herein to the contrary, this Declaration shall be subject to:

The right of the Developer for so long as the Developer is the owner of any lot or any property within the Development to execute all documents and take such actions and do such acts affecting the property as, in the Developer's sole discretion, are desirable or necessary to facilitate the general plan of development, or the actual construction or development of the property including, without limitation, the granting of waivers or variances.

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Developer to any public or private utilities or governmental bodies for the

installation and maintenance of electrical and telephone conduits and lines, gas pipes, sewers or water pipes, or any other utility service or drainage facility serving any lot within the Property or any portion thereof.

**IN WITNESS WHEREOF**, the Developers have caused this Declaration to be executed on the day and date first above written.

GUARDIAN INVESTMENTS, LLC

BY: \_\_\_\_\_  
DAVID S. JACOBS, CHIEF MANAGER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, the undersigned, a Notary Public, **DAVID S. JACOBS**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **CHIEF MANAGER** of the maker, **GUARDIAN INVESTMENTS, LLC** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: \_\_\_\_\_

AMENDMENT TO RESTRICTIONS  
RIVER MIST SUBDIVISION

RE: BOOK 764, PAGE 501  
MAP CABINET H, SLIDES 307, 308 & 309

**AMENDMENT TO  
THE DECLARATION OF RESTRICTIVE COVENANTS  
RIVER MIST SUBDIVISION**

THIS AMENDMENT made and entered into on this the 6th day of DECEMBER, 2005, by GAURDIAN INVESTMENTS, LLC, the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of "RIVER MIST SUBDIVISION" of record in Book 764, Page 501 in the Register's Office for Jefferson County, Tennessee and the RIVER MIST SUBDIVISION ON THE HOLSTON OWNER'S ASSOCIATION, INC.

**WITNESSETH:**

WHEREAS, the Declarant is the Developer and Owners of certain lots constructed in River Mist Subdivision, a map of which is of record in Map Cabinet H, Slides 307,308,and 309, in the Register's Office for Jefferson County, Tennessee;

WHEREAS, River Mist Subdivision is subject to the Declaration of Restrictive Covenants dated the 21<sup>st</sup> day of November, 2005 and recorded in Book 764, Page 501 in the Register's Office for Jefferson County, Tennessee, and

WHEREAS, the owners and developer, expressed their desire to maintain the integrity and quality of the property by requiring that all dwellings shall have a minimum of a two (2) car garage. Further, no garage shall be more that a three (3) car garage.

WHEREAS, the developer and owners of River Mist Subdivision are exercising their power to amend the Declaration of Restrictive Covenants of River Mist Subdivision as given within Section One (1) of the Declaration of Restrictive Covenants recorded on the Register's Office Of Jefferson County, Tennessee.

NOW, THEREFORE, in consideration of the benefits that accrue to the Declarant and to the members of the owners of lots in River Mist Subdivision, the Declaration of Restrictive Covenants are hereby amended by adding the following:

"Section 4: (a) All dwellings are required to have a minimum of a two (2) car garage. However, no garage shall be larger than a three (3) car garage.

All other terms and conditions of the Declaration of Covenants, Conditions and Restrictions of River Mist Subdivision shall remain in full force and effect.

THAT THE River Mist Subdivision on the Holston Owner's Association, Inc. joins in this amendment for the purpose of consenting thereto.

IN WITNESS WHEREOF, the Declarant and the River Mist Subdivision on the Holston Owner's Association, Inc., has set its signature this the day and date first above written.

DEVELOPER:

GUARDIAN INVESTMENTS, LLC

BY:   
ROBERT A. BISBY, MEMBER MANAGER

RIVER MIST SUBDIVISION ON THE HOLSTON  
OWNER'S ASSOCIATION, INC.

BY:   
ROBERT A. BISBY - PRESIDENT

BK/PG: 776/500-501  
06000740

2 PG: 1 AL - AMENDMENT TO RESTRICTION	
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MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, JEFFERSON COUNTY  
SARAH WEBB  
REGISTER OF DEEDS

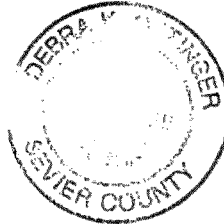
STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **ROBERT A. BISBY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **MEMBER MANAGER** of the maker, **GUARDIAN INVESTMENTS, LLC** or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 6TH day of DECEMBER, 2005.

  
NOTARY PUBLIC



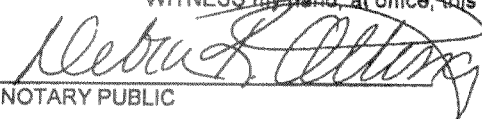
My Commission expires: 8/7/06

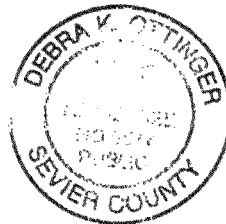
STATE OF TENNESSEE

COUNTY OF SEVIER

Personally appeared before me, the undersigned, a Notary Public, **ROBERT A. BISBY**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the **PRESIDENT** of the maker, **RIVER MIST SUBDIVISION ON THE HOLSTON OWNER'S ASSOCIATION, INC.**, or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute the instrument on behalf of the maker.

WITNESS my hand, at office, this 6TH day of DECEMBER, 2005.

  
NOTARY PUBLIC



My Commission expires: 8/7/06

PREPARED BY:  
CHARLIE R. JOHNSON, ATTORNEY  
JOHNSON, MURRELL & ASSOCIATES, P.C.  
150 COURT AVENUE  
SEVIERVILLE, TN 37862

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