

Prepared by
Riverview Subdivision
106 Ashe Road
Shelbyville, TN 37160

**AMENDED RESTRICTIVE AND PROTECTIVE COVENANTS
TO RIVERVIEW SUBDIVISION, BEDFORD COUNTY, TENNESSEE**

WHEREAS, the Riverview Subdivision Lot Owners desire to amend the Restrictive and Protective Covenants to Riverview Subdivision, of record in Deed Book 190, Page 823, Register's Office of Bedford County, Tennessee ("ROBCTN") as amended by Amended Restrictions of record in Deed Book 223, Page 609, ROBCTN and Deed Book 285, Page 365, ROBCTN (collectively "Restrictions"); and

WHEREAS, Riverview Subdivision is identified in Plat Cabinet A, Envelope 253, ROBCTN; and

WHEREAS, pursuant to Section I(A) and Section IV, the Restrictions may be altered, omitted, amended or changed by a recorded instrument in writing by the owner or owners of record of 51% of the lots comprising Riverview Subdivision; and

WHEREAS, the undersigned desire to amend said Restrictions as set forth below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree to amend the Restrictions as follows:

1. Section I(A) is amended to add the following:

The term of these Restrictions shall be extended for a period of 20 years after the expiration of the initial term as defined in this section. Specifically, the term of these restrictions shall be extended and be in effect as of the 2nd day of December, 2021, through December 1, 2041.

2. Section II: Building Restrictions A. Lot Area is hereby amended and restated in entirety as follows:

A. Lot Area:

No lot or lots as shown and reflected on the recorded plat shall be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established, unless

such re-subdivision is approved by the Shelbyville City Planning Commission AND by the owners of no less than 51% of the lots in said subdivision.

3. All other terms and conditions set forth in the Restrictive and Protective Covenants to Riverview Subdivision, Bedford County, Tennessee, as well as any subsequent recorded amendments, which are not specifically amended herein, shall remain in full force and effect.

The undersigned which represent at least 51% of the total lots of Riverview Subdivision according to a map or plat thereof, recorded in Plat Cabinet A, Envelope 253, ROBCN.

Deed 190 823

Prepared by
Edward Maupin III

Page 1 of 3 Pages
Riverbend Estates S/D Restrictions

ORIGINAL
DELETED
12-5-91
DONNETTA HEART
REGISTER

RESTRICTIVE AND PROTECTIVE COVENANTS
TO
RIVERVIEW SUBDIVISION
BEDFORD COUNTY, TENNESSEE

9-15-07
for Amended
Restriction see D
285 pg 203
John H. Rudolph
Cory

Mr. Secretary
(Rowland)

We, Edward B. Maupin, III, and wife Brenda Maupin, being the owners of Riverview Subdivision according to a map or plat thereof recorded in Plat Cabinet A, Envelope 253, Register's Office of Bedford County, Tennessee, do hereby provide, create and impose upon all lots in and to said Riverview Subdivision; the protective and restrictive covenants set out below and covenant with all subsequent owners of said lots, their grantees, assignees, devisees and heirs and all parties claiming by, through or under them, that the following restrictive and protective covenants shall run with the land and shall apply to all of said lots in Riverview Subdivision, and each subsequent owner by his or her acquisition or acceptance of title to any one or more of said lots, covenants and agrees to said restrictions and protective covenants, which are imposed for the use and benefit of each and every lot in said subdivision.

for Amended Restriction see
Deed Book 223, page 609
filed February 2, 1998
Shelbyville, Tenn.

SECTION I

- A. TERM:
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date that these covenants are recorded, however, said covenants or restrictions may be changed, altered or modified at any time by an instrument signed by the owners of fifty-one (51%) percent of the lots in said subdivision, which instruments are recorded in the Register's Office of Bedford County, Tennessee, agreeing to change the covenants and restrictions in whole or in part.
- B. ENFORCEMENT:
Any violation or attempted violation of any of the restrictions and protective covenants shall entitle any owner of a lot in the subdivision at any time, to remedy or abate said violation by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant hereof, either to restrain or enjoin violation by injunction or to recover damages, or to seek and obtain whatever other legal redress the law may provide.
- C. SEVERABILITY:
Invalidation of any one of these covenants or any part thereof by judgement or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

SECTION II: BUILDING RESTRICTIONS

- A. LOT AREA:
No lot or lots as shown and reflected on the recorded plat shall be subdivided, re-subdivided, altered or changed so as to produce less area than hereby established, unless such re-subdivision is approved by the Shelbyville City Planning Commission.

SECTION III: EASEMENTS

- A. A five (5) foot easement on the rear of all lots and a five (5) foot easement on the interior side lot lines of all lots according to a recorded plat of this subdivision are reserved for construction, installation and maintenance of public utilities and drainage. However, when all of one lot is combined with an adjoining lot to form a single lot, the easement reservation therein provided for shall be deemed to exist on the interior side lot lines of the newly formed lot rather than on the interior side lot lines that existed prior to the combination of lots. A combination of one (1) or more lots constituting a new and larger lot shall be considered as an original lot for the purposes of these restrictions.
- B. The granting of the easement or right of access reserved herein shall not prevent the use of the area by the owner for any permitted purposes, except for buildings and obstructions which hamper drainage flow.

SECTION IV: AMENDMENT

Any or all of the restrictive covenants imposed by this instrument may at any time or times be altered, omitted, amended or changed by a recorded instrument in writing, recorded in the Register's Office of Bedford county, Tennessee, agreed to and entered into by the owner or owners of record of fifty-one (51%) percent of the lots comprising Riverview subdivision.

IN WITNESS WHEREOF, EDWARD B. MAUPIN, III, and wife BRENDA MAUPIN being the owner of the property comprising Riverview Subdivision, has executed the foregoing instrument of Restrictive and Protective Covenants pertaining to Riverview Subdivision, this 3rd day of December, 1991.

STATE OF TENNESSEE, BEDFORD COUNTY
 The foregoing instrument and certificate were noted in Note Book 20 page R-13 at 8:50 o'clock a M. on the 5 day of Dec 1991 and recorded in Deed Book 190 page 823
 State Tax Paid \$ Fee \$ Recording Fee \$ 12.00 Total \$ 12.00 Witness my hand, Receipt No. 96215
Deanna Hunt
 Register

Edward Maupin
 EDWARD B. MAUPIN, III
Brenda Maupin
 BRENDA MAUPIN

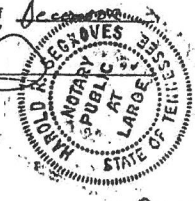
STATE OF TENNESSEE
COUNTY OF Bedford

Personally appeared before me, the undersigned authority, a Notary Public in and for the said County and State, EDWARD B. MAUPIN, III, and wife, BRENDA MAUPIN, the within named owners, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal this 3rd day of December 1991.

W.M.
NOTARY PUBLIC

My Commission Expires: 7-13-93



825

THIS INSTRUMENT WAS PREPARED BY:

JOE M. LAMBERT, JR.
Attorney At Law
Second Floor First Union Bank Building
P.O. Box 306
Shelbyville, TN 37162
(615)684-9600

State of Tennessee, County of BEDFORD
Received for record the 02 day of
FEBRUARY 1998 at 11:07 AM. (RECH 19508)
Recorded in Book D223 pages 609- 611
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 12.00, Total \$ 12.00.
Register of Deeds DONNETTA HURT
Deputy Register JOAN ARNDLD

ORIGINAL
DELIVERED
2-5 19 98
DONNETTA HURT
REGISTER

AGREEMENT TO AMEND
Restrictive and Protective Covenants
Riverview Subdivision
Bedford County, Tennessee

Robt Rhodes COME THE UNDERSIGNED, consisting of Twenty one (21) property owners within Riverview Subdivision who constitute the owners of fifty-one (51%) percent of the lots comprising Riverview Subdivision, pursuant to Section IV of the Restrictive and Protective Covenants to Riverview Subdivision Bedford County, Tennessee, of record at Deed Book 190, page 823, Register's Office, Bedford County, Tennessee, hereby enter into this agreement to amend said Restrictive and Protective Covenants to Riverview Subdivision, and that the following amendments shall run with the land and shall apply to all of said lots in Riverview Subdivision, and that each subsequent owner by his or her acquisition or acceptance of title to any one or more of said lots, covenants and agrees to said restrictions and protective covenants, as amended, which are imposed for the use and benefit of each and every lot in said subdivision, said amendments are as follows:

SECTION II B is amended to read:

Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, or combinations of lots, other than one detached, single-family dwelling, and approved detached appurtenant structures. All structures, including their foundations, must be veneered with brick, stucco, stone or comparable facing, except for overhangs, dormers, etc.

Attached garages shall open only to the side or rear of the dwelling.

SECTION II C is amended to read:

Structures. No old or second-hand buildings, mobile homes, tents or shacks shall be moved onto any lot or combination of lots. No person shall live on any lot or

combination of lots in a temporary building, trailer, basement, mobile home, garage, barn, outbuilding, tent or shack. For purposes of these restrictions a "mobile home" shall include double-wide mobile homes and factory built modular homes, regardless of said structures' dimensions.

Any accessory building shall be constructed in the same design and material as the main residence.

IN WITNESS WHEREOF, the below named owners of fifty-one (51%) of the lots comprising Riverview Subdivision, have executed the foregoing instrument of Amendment to Restrictive and Protective Covenants Riverview Subdivision, Bedford County, Tennessee, this _____ day of _____, 1997.

- | | |
|--|------------------------------------|
| 1. DAVID L. HOWARD
DLZILQ | 19. _____ |
| 2. DLZILQ | 20. _____ |
| 3. _____ Frank H. Wooden | 21. _____ Bobby Sanders |
| 4. Bobby Sanders | 22. _____ Duane McQueen |
| 5. _____ ROGER E. WOOD | 23. _____ |
| 6. _____ ROBERT E. WOOD | 24. _____ |
| 7. _____ PERRY | 25. _____ |
| 8. _____ | 26. _____ |
| 9. _____ | 27. _____ |
| 10. _____ 9-30-97 | 28. _____ |
| 11. _____ | 29. _____ |
| 12. _____ BOBBY SANDERS | 30. _____ |
| 13. _____ BOBBY SANDERS BOBBY SANDERS | 31. _____ |
| 14. _____ 9-30-97 | 32. _____ |
| 15. _____ DEE MCCULLOUGH, II | 33. _____ WALESD IRANIE |
| 16. _____ ERNEST R. RANEY | 34. _____ |
| 17. _____ ERN K LARY | 35. DAVID L. HOWARD
DLZILQ |
| 18. _____ | 36. DLZILQ |

BLANKET EASEMENT DEED Book 135
 RIVERVIEW RD PAGE 625
 DR-76 - Rev. 1970 PREPARED BY:
 DUCK RIVER ELECTRIC MEMBERSHIP CORPORATION
 SHELBYVILLE, TENNESSEE

190 854
 REQUEST No. _____
 W. O. No. _____
 EASEMENT No. _____
 DWG. No. _____
 SHEET No. _____
 POLE No's _____

RIGHT OF WAY EASEMENT

We, the undersigned, Edward Moore III and Breana Aste Moore
 (unmarried) (husband and wife), for good and valuable consideration, the receipt of which is hereby acknowledged,
 do hereby grant unto DUCK RIVER ELECTRIC MEMBERSHIP CORPORATION, a Tennessee cooperative, and to its
 successors or assigns, the easement hereinafter described, and the right to enter upon the lands of the undersigned situ-
 ated in the 23rd Civil District of Bedford County, Tennessee, containing approximately
3.53 acres, bound and described as follows:

North by DUCK RIVER MAP 90
 East by DUCK RIVER PARCEL 131
 South by DUCK RIVER & RIVERBEND CL SPLIT N.C.V.
 West by GALLAND, WAYNE

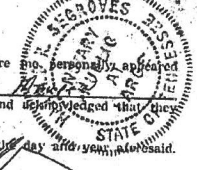
The aforesaid easement is granted to allow the Cooperative to construct, reconstruct, rephase, operate and maintain an electric transmission and/or distribution line or system on or under the above described lands and/or in, upon or under all streets, roads or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example, but not limited to, the right to increase or decrease the number of conduits, wires, cables, handholes, manholes, connection boxes, transformers and transformer enclosures; to cut, trim and control by chemical or other means the growth of trees and shrubbery situated within twenty (20) feet of the center of said overhead line or system and/or within eight (8) feet of the center of said underground line or system, that may interfere with or threaten to endanger the operation and maintenance of said lines or system; and to keep said easement clear of all buildings, structures, or other obstructions, including deep rooted vegetation.

The undersigned agree that all poles, wires and other facilities, including any main service entrance equipment, installed in, upon or under the above described lands at the Cooperative's expense shall remain the property of the Cooperative and be removable at the option of the Cooperative.

The undersigned covenant that they are the owners of the above described lands across, over and under which the easement herein described is granted, and that said lands are free and clear of encumbrances and liens, except in favor of those held by the following persons:

STATE OF TENNESSEE, BEDFORD COUNTY
 The foregoing instrument and certificate were noted in this
 Book 190 page 15 of 190 and
 recorded in 190 Book 190 page 15 and
 recorded in 190 Book 190 page 15 and
 State Tax Paid \$ _____ Fee \$ _____ Recording Fee \$ _____
 Fee \$ _____ Total \$ _____ Witness my hand. Receipt
 No. 913012
 Signed and delivered in the presence of:
 Witness: Gregory W. Dinegar
 This 9 day of Dec 1991
 BOBBY L. SANDERS
 Property Assessor-Dep. TA LS
 Bedford County, Tennessee

(ACKNOWLEDGMENTS)
 STATE OF TENNESSEE
 COUNTY OF Bedford
 On this 6th day of December, 1991, before me, personally appeared
Edward Moore III and Breana Aste Moore
 to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they
 executed the same for the purposes therein expressed.
 Witness my hand and official seal at Bedford Tennessee, the day and year aforesaid.
 My Commission expires 7-13-93
 Notary Public



*mailed
 12/10/91
 Duck River EMC
 141 Madison
 Shelbyville, TN 37166*

- | | |
|---------------------------------|---------------------------------------|
| 31. <u>DLB</u> | 49. <u>James & Melisa Brannon</u> |
| 32. <u>DLB</u> | 50. <u>Delbie S. Woods</u> |
| 33. <u>Jarosa Loney</u> | 51. <u>Bonita Helmone</u> |
| 34. <u>Jarosa Loney</u> | 52. <u>Bonita Helmone</u> |
| 35. _____ | 53. <u>Dawn Segroves</u> |
| 36. _____ | 54. _____ |
| 37. _____ | 55. <u>Laura Minchay</u> |
| 38. <u>Mary Howard</u> | 56. _____ |
| 39. <u>Mary Howard</u> | 57. <u>Delvin H. York</u> |
| 40. _____ | 58. <u>Joyce Bauderkin</u> |
| 41. <u>Cody & Kell King</u> | 59. <u>Christina Campbell</u> |
| 42. _____ | 60. <u>Martha J. Kaiser</u> |
| 43. _____ | 61. _____ |
| 44. <u>Paul Howard</u> | 62. <u>Mary Jo Carter St</u> |
| 45. <u>Dicky</u> | 63. <u>Delvin H. York</u> |
| 46. <u>Dicky</u> | 64. _____ |
| 47. _____ | 65. <u>Warren Sanders</u> |
| 48. _____ | |

STATE OF TENNESSEE)
 COUNTY OF BEDFORD)

This 10th day of Aug, 2007
 RONDA H. CLANTON, T.C.A.
 Property Assessor, By: [Signature]
 Bedford County, Tennessee

Personally appeared before me, the undersigned Notary Public, in and for said state and county, DEBRA YORK, the within named bargainer with whom I am personally acquainted, after being duly sworn, acknowledged before me that she circulated the foregoing Agreement to Amend the Restrictive and Protective Covenants, Riverview Subdivision, Bedford County, Tennessee, that she witnessed the signature of each person, that each signature is the signature of the person it purports to be, and that to the best of her knowledge, each person was, at the time of signing, an owner of real property within Riverview Subdivision, Bedford County, Tennessee.

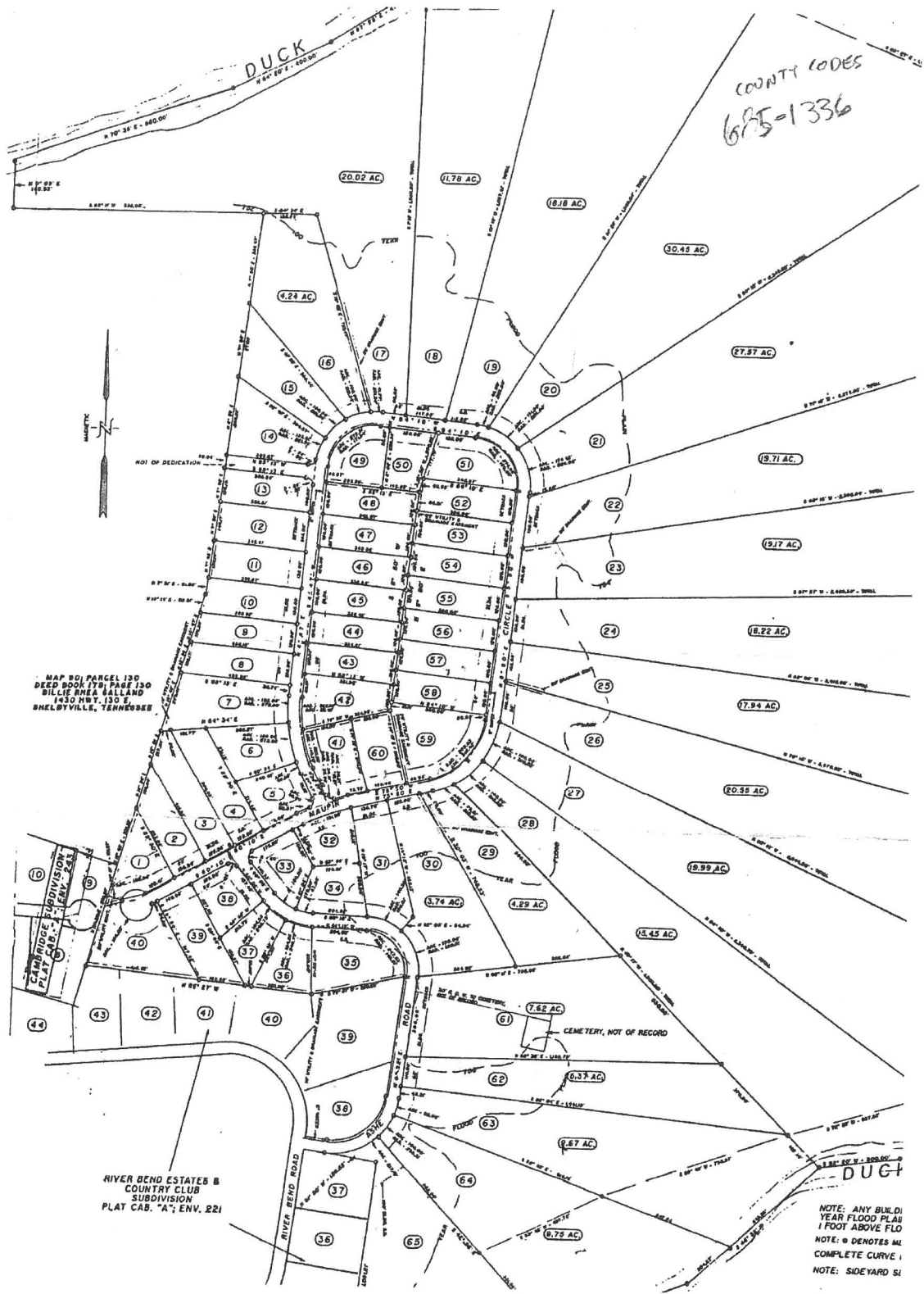
[Signature]
 DEBRA YORK

WITNESS MY HAND and official seal at office in Shelbyville, Bedford County, Tennessee, this the 10th day of AUGUST, 2007.

[Signature]
 NOTARY PUBLIC

My Commission Expires:
11-15-2009

Prepared By Debra York
 106 Ashe Rd
 Shelbyville, TN 37160
 Mailed to
 8/13/07

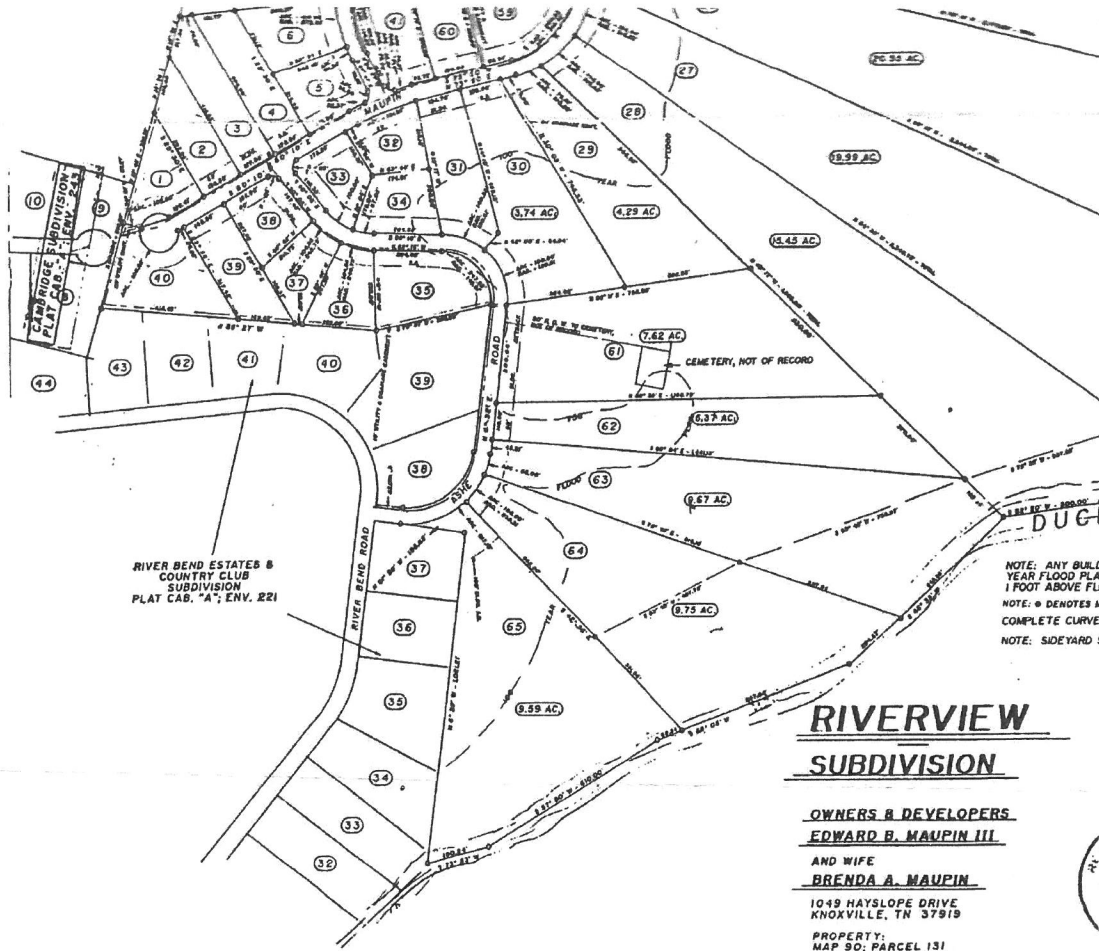


COUNTY CODES
685-1336

MAP BOI PARCEL 130
DEED BOOK 179, PAGE 130
BILLIE RHEA GALLARD
1640 HWY. 130 E.
SHELBYVILLE, TENNESSEE

RIVER BEND ESTATES II
COUNTRY CLUB
SUBDIVISION
PLAY CAB. "A", ENV. 221

NOTE: ANY BUILDING
YEAR FLOOD PLAIN
1 FOOT ABOVE FLD
NOTE: @ DENOTES AN
COMPLETE CURVE
NOTE: SIDEYARD SI



RIVER BEND ESTATES &
COUNTRY CLUB
SUBDIVISION
PLAT CAB. "A", ENV. 221

RIVERVIEW SUBDIVISION

OWNERS & DEVELOPERS
EDWARD B. MAUPIN III
AND WIFE
BRENDA A. MAUPIN

1049 HAYSLOPE DRIVE
KNOXVILLE, TN 37919

PROPERTY:
MAP 50; PARCEL 131
25 RD CIVIL DISTRICT
BEDFORD COUNTY, TN
DEED REFERENCE:
DEED BOOK 135; PAGE 625
65 TRACTS PROPOSED
353 ACRES - TOTAL