THIS INSTRUMENT PREPARED BY:
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(66359)

DECLARATION OF COVENANTS AND RESTRICTIONS OF INVERNESS

THIS Declaration of Covenants and Restrictions made and entered into this 10th day of March, 2003, by **RIVER GATE, LLC, Tennessee limited liability company,** hereinafter referred to as "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property situated in District 6 of Knox County, Tennessee, and being all or part of the property described in the Quitclaim Deed recorded as Instrument No. 200210220034458 in the records of the Knox County Register's Office, and desires to create thereon a residential community with certain amenities and common facilities for the benefit of the said community; and

WHEREAS, Developer, in order to provide for the preservation of the values in said community and to provide for the use and maintenance of said amenities and common areas, including the swimming pool, clubhouse and recreation area, subdivision entrance and accessway, walking trails, drainage easements, lighting, landscaping, and sprinkler, and other common facilities, desires to subject the real property known as Inverness, as shown on the map of said subdivision of record as Instrument No. 200212040048966 in the Knox County, Tennessee, Register's Office, as the same may be revised, amended and supplemented from time to time, to the covenants, restrictions, easements, charges and liens hereinafter set forth for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values in said community to create an association to maintain and administer the community and facilities and to administer and enforce the covenants and restrictions and collect and disburse the assessments and charges hereinafter created; and

WHEREAS, Developer, by and through Patrick J. Schaad, has incorporated under the laws of the State of Tennessee a not-for-profit corporation known as **INVERNESS HOMEOWNERS ASSOCIATION, INC.,** for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the above-described real property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1.

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

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REC'D FOR REC 03/12/2003 2:07:47PM
RECORD FEE: $57.00
M. TAX: $0.00 T. TAX: $0.00

(a) "Association" shall mean and refer to the Inverness Homeowners Association, Inc.

(b) The "Properties" shall mean and refer to all subdivided and numbered lots in Inverness, as shown on the map of the same of record in the records of the Knox County, Tennessee, Register's Office as Instrument No. 200212040048966 and any subsequent revision thereof. At Developer's option, additional lots, units and/or lands may be added to the "Properties" by Supplemental Declaration and/or by recording additional subdivision maps of Inverness Subdivision. All such additional lots, units, and lands shall thereupon be subject to this Declaration of Covenants and Restrictions of Inverness.

(c) "Common Properties" shall mean and refer to the swimming pool, clubhouse, and recreation area; subdivision entrance and accessway; walking trails; all open space as designated on plats recorded for any unit of the subdivision, and all other common facilities and amenities, including the lighting, landscaping and sprinklers, so designated on the recorded subdivision map of Inverness, and any additional recorded maps of additional lots, units or lands as same may be added to the "Properties" as provided herein and any additional common areas so designated by Developer by an executed and recorded Declaration or Supplemental Declaration. At any time, the "Common Properties" may, at the sole option of the Developer and in its sole discretion be conveyed to the Association.

(d) "Limited Common Properties" shall mean and refer to easements for water drainage lying within the boundaries of any Lot.

(e) "Lot" shall mean and refer to all numbered residential lots shown upon any recorded subdivision plat or map of the Properties.

(f) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

(g) "Owner" shall mean and refer to the owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable legal theory, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired possession or title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in the Charter and By-Laws of the Corporation and in Article II, Section 1, hereof.

(i) "Director" shall mean and refer to a member of the Board of Directors of the Inverness Homeowners Association, Inc.

(j) "Board of Directors" shall mean and refer to the Board of Directors of the Inverness Homeowners Association, Inc.

(k) "Planning Committee" shall mean and refer to Patrick J. Schaad, Michael E. Schaad, and James S. Schaad, or such other person(s) as may be appointed by unanimous agreement of said Planning Committee members. In the event of the death of any of the above-named members of the

Planning Committee, the survivors or survivor shall exercise the powers under this paragraph.

ARTICLE II

MEMBERSHIP, BOARD OF DIRECTORS, AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP.

Every person or entity who is the Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of any obligation shall not be a Member. Membership shall commence on the date such person or entity becomes the Owner of a fee or undivided fee interest in a Lot and expires upon the transfer or release of said ownership interest.

Section 2. VOTING RIGHTS.

The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member shall be the Developer. The Class B Member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Section 1. Notwithstanding anything to the contrary contained in this Declaration of Covenants and Restrictions or in the Charter or By-Laws of the Inverness Homeowners Association, Inc., the Class B Member shall be entitled to exercise veto power at any time and for any reason, so long as Class B Membership continues to exist as provided herein. Said veto power shall entitle the Class B Member to overrule and/or nullify any vote taken by Class A Members.

Said Class B membership shall remain in the Developer, its successors or assigns, until such time as the Developer, its successors or assigns, has relinquished ownership in all lots within the subdivision.

Once the Developer, its successors or assigns, has relinquished ownership of all lots in the subdivision, Class B membership shall cease to exist from and after such time and there shall be only Class A membership.

Section 3. BOARD OF DIRECTORS

The Association shall be governed by a Board of Directors, which are to be elected as provided in the By-Laws.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1. MEMBERS' EASEMENTS OF ENJOYMENT.

Subject to the provisions of Sections 2 and 3, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. TITLE TO COMMON PROPERTIES.

The Developer may retain the legal title to the Common Properties and Limited Common Properties until such time as it, in its sole and exclusive discretion, shall convey same to the Association.

Section 3. EXTENT OF MEMBERS' EASEMENTS.

The rights and easements of enjoyment created herein shall be subject to the following:

(a) The right of the Association to take reasonable action to protect and preserve the rights of the Association and the individual Members in and to the Common Properties and Limited Common Properties.

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(c) The right and obligation of the Association to charge reasonable fees for the costs and expenses incident to the use and maintenance of the swimming pool and recreation area, subdivision entrance and accessway, drainage easements and detention basins for water drainage, and all other common facilities, amenities, Common Properties and Limited Common Properties, including the construction, maintenance, upkeep and repair of facilities and equipment located thereon.

(d) The right of the Association to dedicate or transfer all or any part of the Common Properties and Limited Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Board of Directors of said Association; provided, however, that no such dedication or transfer, and the conditions and provisions incident thereto, shall be effective unless approved by at least four Members of the Board of Directors at a duly constituted board meeting.

(e) The rights of Members of the Association shall in no way be altered or restricted because of the location of the Common Properties and Limited Common Properties in a unit of Inverness in which such Member is not a resident.

Section 4. ACCESS EASEMENTS

Developer reserves for the benefit of the Association easements for access to the Limited Common Properties on, over, and across any Lot for maintenance and repair of the drainage easements located thereon.

Section 5. MANAGEMENT AND MAINTENANCE OF COMMON PROPERTIES

Prior to the Conveyance to the Association by the Developer of all of its right, title and interest in and to the Common Properties, or any portion thereof, as defined herein and as shown on any plat related to the subdivision, the Developer shall have the obligation to manage, maintain and insure the Common Properties. As provided in the plats of units of this subdivision, the Town of Farragut has accepted responsibility for the maintenance of any walking trail easements within the subdivision which are designated as such for use by the public.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.

Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, including attorneys fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Annual Assessments shall be due and payable upon sale and conveyance of any Lot, and the pro-rata portions of such annual assessment shall be collected and paid to the Association at the time the sale and conveyance to the new Owner is closed.

In addition to the Annual Assessments, each Owner shall at the closing of the purchase of any Lot pay to the Association an Initial Capital Contribution of **$360.00**, or such other amount as the Association shall from time to time determine.

In consideration of the fact that Developer has constructed at its own expense various amenities and facilities for the use and benefit of the Association, including the swimming pool, clubhouse, recreation area, parking area and other improvements, Developer, River Gate, LLC, and all companies and entities in which Patrick J. Schaad holds an ownership interest, shall be exempt from all such annual assessments and shall not be obligated to pay an annual assessment or prorated portion thereof for any subdivided lot or land owned by it.

Section 2. PURPOSE OF ASSESSMENT.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the properties, and in particular for the improvement, maintenance and beautification of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacement, and addition thereto, and for the cost of utilities, labor, equipment, materials, management and supervision thereof. The use of the assessments shall not be specifically limited to the maintenance and upkeep of the Common Areas, but shall also extend to and include the right and obligation to maintain and repair the drainage facilities located on the Limited Common Properties and the right to maintain and repair street lights and lighting; sprinkler system; landscaping and grass; swimming pool, clubhouse, and recreation area; walking trails; and accessways in the Common Properties. The cost of the operation and maintenance of street lights and lighting and sprinkler system, regardless of location within the subdivision and of the proximity to individual Lots, shall be borne equally by and prorated to each Lot without regard to ownership, it being the intent and purpose of this provision to insure the safety, enjoyment and security of the Properties. The Association acting by and through its Board of Directors shall have

the right to engage and employ individuals, corporations or professional managers for the purpose of managing and maintaining the Common Properties and Limited Common Properties and performing such other duties as the Board of Directors shall from time to time deem advisable in the management of the Association.

Section 3. ANNUAL ASSESSMENTS

The Developer shall have the right to determine and set the annual assessment for the first year after the establishment of the Association. The assessment shall be a sum reasonably necessary in the sole discretion of the Developer to defray the expenses of the Association for the first year. From and after the end of the first year, the assessment may be adjusted as herein provided.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized by Section 3 hereof, 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, unexpected repair or replacement of a capital improvement located upon the Common Properties or the Common Property including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of at least four Members of the Board of Directors.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS

The Association may change the amount and basis of the assessment fixed by Section 3 hereof prospectively for any period, provided that any such change shall have the consent of at least three Members of the Board of Directors.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5.

The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty one (51%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present at any meeting, another meeting may be called subject to the notice requirements set forth in Section 7 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.

The pro-rata portion of the first annual assessment shall be paid at the closing of any Lot. Thereafter, as each person or entity becomes a Member, such new Members' assessment for the current year shall be a pro-rata part of the annual assessment and shall be due on the first day of the month following the date such person or entity becomes a Member of the Association. Upon a person or entity's ceasing to be a Member of the Association, such Member shall not be entitled to any refund of his annual assessment.

It shall be the duty of the Board of Directors to notify each Owner of each year's annual assessment or any special assessment and the due date of such assessment. The requirement of notice shall be satisfied if such notice is given by regular deposit in

the United States Mail to the last known address of each such Owner.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. EFFECT OF NON-PAYMENT OF ASSESSMENT. THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION:

If the assessments are not paid on the date when due (being the dates specified in Article IV hereof), then such assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereon, including attorneys fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain their personal obligation for the statutory period.

If the Assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at lesser of (i) the maximum legal rate of interest for the State of Tennessee on the date of delinquency or (ii) the rate of ten (10%) percent per annum; and the Association may (i) institute litigation against the Owner personally obligated to pay the same and/or (ii) foreclose the lien against the property. There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee, together with the costs of the action.

Section 9. SUBORDINATION OF THE LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment. An assessment shall not be subordinate to a mortgage held by a prior Owner who was the Owner at the time such assessment accrued.

Section 10. EXEMPT PROPERTY.

The following land which is subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All land to the extent that an easement or other interest therein is dedicated and accepted by the local authority and devoted to public use;

(b) All Common Properties and Limited Common Properties as defined in Article I, Section 1, hereof;

(c) All land exempted from taxation by the laws of the State of Tennessee or United States Government to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements occupied by a Living Unit shall be exempt from said assessments, charges or liens.

ARTICLE V

These covenants and restrictions are to take effect immediately and shall be binding on all parties and all persons claiming under them until **January 1, 2026**, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless the majority of the then Members vote at any time thereafter to change them in whole or in part.

1. If the parties hereto or any of them or their heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions, and either to prevent him or them from so doing or to recover damages for such violation.

2. Invalidation of any one of these covenants and restrictions by judgment or court order shall not in any way affect the validity of any of the other provisions which shall remain in full force and effect.

3. All numbered lots, excluding that portion, if any, shown on the recorded map for future development or as open space, shall be known and designated as residential lots. Except as otherwise provided herein, no structure shall be erected, altered, or placed or permitted to remain on any lot other than one detached single family living unit not to exceed two stories in height plus a basement and a private garage and the usual domestic servants quarters.

4. Unless the Planning Committee requires greater setbacks, all building setback lines shall comply with the regulations of the applicable governmental planning agency as shown on the recorded map of said Properties, as same may be revised, amended, and/or supplemented from time to time.

5. No lot shown on said map may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other procedure or process of any kind, except for the purpose of increasing the size of another lot.

6. All fencing and walls must be attractive and consistent with the color, height, and materials used on the Living Unit and must be approved by the Planning Committee based on a site plan submitted by the Member. All fences are to painted and kept clean and neat. Chain link fences are prohibited unless approved by the Planning Committee.

7. Except as otherwise provided herein, no radio or television aerials or antenna devices or any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a lot or any part of any lot unless approved by the Planning Committee. "Invisible fencing" or similar devices and small satellite dishes not exceeding 24 inches in diameter may be installed and maintained on each lot.

8. Air conditioners and trash containers shall be concealed from view by appropriate screening which shall be approved by the Planning Committee.

9. All driveways shall be paved with concrete or other materials approved by the Planning Committee.

10. Outside light poles, etc., shall be approved by the Planning Committee.

11. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

13. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

14. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet used by the builder to advertise the property during the construction and sales period. After the Common Properties have been deeded to the Association, a sign of not more than five square feet advertising the property for sale or rent shall be permitted. Developer reserves the right to display and authorize the display of signs of a larger size for promotion of the development.

15. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, and other household pets may be kept, provided that they are not kept, bred, or maintained for commercial purposes and are not a nuisance to the subdivision. Owners shall comply with all Town of Farragut leash laws and ordinances pertaining to noise and nuisance. No animal shall be permitted to roam free or leave an owner's Lot unaccompanied.

16. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage of such materials shall be kept in a clean and sanitary condition and shall be screened from public view.

17. Mail boxes shall be of a traditional type and design consistent with the overall character and appearance of the Properties as approved by the Planning Committee.

18. No person shall be permitted to store or park house trailers, commercial vehicles, campers, motorhomes, pleasure or fishing boats, trailers or other similar type vehicles on the street, driveway, or lawn of any Lot. No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any Lot. On-the-street parking shall not be permitted except for temporary guests visiting a residence for not more than twenty-four (24) hours.

19. Clotheslines and other devices or structures designed and customarily used for drying or airing of clothes, blankets, bed linen, towels, rugs or any other type of household ware shall not be permitted; and no articles or items of any description or kind shall be displayed or placed in or on the yard or exterior of any dwelling for the purpose of drying, airing or curing said items.

20. No above-ground swimming pools shall be permitted. However, outside hot tubs/spas may be permitted when approved by the Planning Committee.

21. Recreational equipment, including, but not limited to, basketball goals, soccer goals, and playground sets may be located in rear yards only upon approval by the Planning Committee.

22. At no time shall any Lot be stripped of its topsoil or trees or allowed to go to waste or waste away by being neglected, excavated, or having refuse or trash thrown, dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other

materials used for building purposes shall be stored upon any Lot for more than a reasonable time for completion of the construction in which they are to be used. No person shall place on any Lot refuse, stumps, rock, concrete, blocks, dirt or building materials or other undesirable materials except as herein provided. Any person so doing shall be subject to notification by the Developer or the Association to correct said condition within five (5) days of notification; and if said condition is not corrected within said time period, the Developer or Association shall have the right to injunctive relief against the Owner of the affected Lot and the contractor or agent of the Owner; and further, the Developer or Association may make all necessary corrections, and the expense of same shall be a lien upon the Lot.

23. The minimum finished living area, excluding garages, porches and basements, shall be 1,600 square feet for a one-story residence and 2,000 square feet for a two-story residence. The minimum living area and square footage requirements for each multi-level Living Unit shall be determined by the Planning Committee on a case-by-case basis and shall be within the sole discretion of the Planning Committee.

24. All Living Units shall have brick foundations and as a minimum a two-car garage that will accommodate at least two full size automobiles. The Planning Committee shall have the authority in its sole discretion to allow the two-car garage to be located in the basement. Unless waived by the Planning Committee, each Owner shall install a concrete sidewalk on the Lot. The location and specifications for said sidewalk shall be determined by the Planning Committee.

25. The Planning Committee shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm or corporation as it shall select, any or all rights, powers, privileges, authorities, and reservations given to it or reserved by it by any part or paragraph of these covenants and restrictions.

26. For the purpose of further assuring the development of the Properties as a residential area of highest quality and standards and, in order that all improvements on each building lot shall present an attractive and pleasing appearance from all sides and from all points of view, the Planning Committee shall have the exclusive authority and sole discretion to control and approve all of the Living Units, buildings, structures, and all other improvements on each lot in the manner and to the extent set forth herein. No Living Unit or other building, and no fence, wall, utility, yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached or detached from the Living Unit, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same showing the nature, kind, shape, height, size, materials, floor plans, exterior color scheme with paint samples, location and orientation, on-site sewage and water facilities, and such other information as the Planning Committee shall require including, if so required, plans for the grading and landscaping of the lot showing any proposed changes in the elevation or surface contours of the land, have been submitted to and approved in writing by the Planning Committee and until a copy of all such plans and specifications as finally approved by the Planning Committee, have been lodged permanently with the Planning Committee. The Planning Committee shall have the absolute and exclusive right in its sole discretion to refuse to approve any such building plans and specifications and lot grading and landscaping plans for any reason, including purely aesthetic reasons and/or reasons connected with future development plans of the Developer of the Properties on contiguous land. In passing upon such building plans and specifications and lot grading and land-

scaping plans, the Planning Committee may take into consideration the suitability and desirability of the proposed construction and materials to the lot, the quality of the proposed workmanship and materials, the harmony of the external design with the surrounding neighborhood and its existing structures, and the effect and appearance of such construction as viewed from neighboring lots.

27. The Developer hereby reserves for itself, its successors and assigns the sole, absolute, and exclusive right (a) to amend these covenants and restrictions at any time and for any reason satisfactory to Developer, (b) to amend these covenants and restrictions for the purpose of curing any ambiguity or inconsistency between the provisions, (c) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions which do not conflict with the covenants and restrictions herein contained, and (d) to release any lot from any part of the covenants and restrictions (including, without limiting the foregoing, building restriction lines and provisions relating thereto) if the Developer, in its sole discretion, determines that such release is reasonable and does not have a substantially adverse affect on any other lot.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed as of the day and year first above written.

DEVELOPER:

RIVER GATE, LLC

By: _____
Patrick J. Schaad, Chief Manager

STATE OF TENNESSEE)
) SS:
COUNTY OF KNOX)

PERSONALLY APPEARED before me, the undersigned authority, a Notary Public in and for said County and State, **PATRICK J. SCHAAD,** with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Chief Manager of **RIVER GATE, LLC**, the within named bargainor, a Tennessee Limited Liability Company, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Chief Manager.

WITNESS my hand and official seal at office this 10th day of March, 2003.

_____
Notary Public

SAM J. SHARPE NOTARY PUBLIC AT LARGE KNOX CO., TENN.

My Commission expires:
5/2/04

/ws18/rest/Inverness.Farragut

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