

Disclaimer: The Covenants and Restrictions (C&Rs) provided here are for reference purposes only and may not reflect the most current or accurate information. We strongly recommend contacting your Homeowners Association (HOA) for the latest updates and clarifications. Wright Realty assumes no liability for errors, omissions, or discrepancies in the C&Rs. It is the responsibility of the buyer to verify all details with the HOA.

↓CONTINUE BELOW TO COVENANTS & RESTRICTIONS↓

**RIVER CLIFF COVE HOMEOWNERS ASSOCIATION, INC.
BYLAWS AND DECLARATION OF RESTRICTIONS
AMENDED**

This Amendment to the Bylaws and to the Declaration of Restrictions of the River Cliff Cove Subdivision, by the River Cliff Homeowners Association, Inc., is made on this the 27th day of SEPTEMBER, 2018. The contents of these Bylaws are organized as follows:

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HISTORY/BACKGROUND

WHEREAS, the original Bylaws and Declaration of Covenants and Restrictions of River Cliff Cove Subdivision were adopted on December 29, 1988, and a copy of that document is recorded in the Tishomingo County Land Records, in the office of the Chancery Clerk thereof, in book B-130 at pages 88-110; and

WHEREAS, a Second Amendment to River Cliff Cove Subdivision Declaration of Covenants and Restrictions was adopted on December 28, 1989 and said document is recorded in the Tishomingo County Land Records, in the office of the Chancery Clerk thereof, in book B-135 at pages 573-576; and

WHEREAS, River Cliff Cove Homeowners Association, Inc., ("Association") is a Mississippi non-profit corporation formed for the purpose of carrying out the powers and duties described herein pursuant to the Bylaws of the corporation, also set forth herein.

NOW, THEREFORE, the Association does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions uses, limitations, and obligations shall be deemed to run with the land described herein and shall be a benefit and a burden to the Association and any Person acquiring or owning an interest in the subject real Property and Improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

SECTION 1 DEFINITIONS

The following words when used in these By-Laws shall have the following meanings;

1.01 "Association" shall mean and refer to the River Cliff Cove Homeowners Association, Inc., a non-profit, non-stock Association incorporated under the laws of the State of Mississippi, its successors and assigns.

1.02 "Lot" shall mean and refer to the plots of land designated with numbers on the plat (Exhibit A) of River Cliff Cove Subdivision.

1.03 "Member" shall mean and refer to every Person who holds Membership in the Association by ownership of an interest in one or more Lots.

1.04 "Owners" shall mean and refer to the record Owner, whether one or more Persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, provided, however, that the purchaser at a foreclosure sale or trustee's sale shall be deemed an Owner.

1.05 "Person" means an individual, firm, corporation, partnership, Association, trust or other legal entity or any combination thereof.

1.06 "Property" or "Properties" shall mean that real Property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

1.07 "Common Area" shall mean all real Property managed by the Association for the common use and enjoyment of the Members of the Association. The Common Area to be managed by the Association is to include the roads, driveways, and any other land within River Cliff Cove Subdivision described Exhibit "A" and not a portion of the individually owned Lots.

1.08 "Improvements" shall include, but not be limited to, the structures, walls, common lighting, signs, pavement, plantings, and other additions built or placed on the Property.

1.09 "Sewer" shall mean the Sewer connection, service or other Sewer service which serves the Subdivision, including any new arrangements made for Sewer service by the Association, under contract or otherwise.

SECTION 2 PROPERTIES INCLUDED

2.01 Property Subject to Declaration. The real Property which is subject to this Declaration is located in Tishomingo County, Mississippi, and is more particularly described in Exhibit "A" attached hereto, which is made a part hereof for all purposes. The plat of said River Cliff Cove Subdivision is recorded in Map Book 2, page 106, of the Records of Plats on file in the office of the Chancery Clerk of Tishomingo County, Mississippi.

2.02 Property subject to By-Laws. That certain real Property which is, and shall be held, transferred, sold, conveyed and occupied subject to these By-Laws is in Tishomingo County,

Mississippi, and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

2.03 Road and Utilities. The roads and driveways within the Subdivision shall remain private roads and driveways and they have not been dedicated to Tishomingo County, Mississippi, or any other governmental entity. Sewer service and other utility services provided to the Subdivision are likewise private and have not been dedicated to any governmental entity. As such, except for the responsibilities imposed upon others for roads and Sewer connections and hookups, the maintenance and repair expenses of said roads, driveways and utilities, shall remain responsibility of the individual Lot Owners and be paid for by assessments levied by the Association as provided herein.

SECTION 3 COVENANT OF COMPLIANCE BY OWNERS

3.01 Covenant to Comply. Every Person or Persons who accepts a deed to Property in River Cliff Cove Subdivision, covenants, whether it shall be so expressed in the deed of conveyance or not, he will faithfully comply with and abide by the letter and spirit of the provisions of this Declaration and the bylaws and rules and regulation of the Association as same may be constituted and a they may be lawfully amended from time-to-time.

SECTION 4 THE ASSOCIATION

4.01 Members. Every Person, as defined, who is a record owner of a fee or undivided fee interest of any Lot within the Property shall be a Member of the Association, as defined, provided, however, that anyone who holds such interest solely as security for the performance of any obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot within the Subdivision. Ownership of such Lot shall be the sale qualification for membership.

4.02 Voting Rights. The voting right of the membership shall be appurtenant to the ownership of a Lot, each Owner of a Lot being entitled to one (1) vote for each Lot owned. The voting rights for the annual meeting of the Members, or any special meeting of the Members, shall be determined based upon ownership based on the public records.

4.03 Secured Parties. No individual or legal entity holding title to a Lot as security for any debt or obligation shall be considered as owner of such Lot, and such individual or entity shall not be entitled to membership in the Association or to cast a vote on any question or matter affecting the administration of the Association.

4.04 Voting. At every meeting of the Members, each of the Members shall have the right to cast his vote on each question subject to 4.02 above. The vote of the Members representing a fifty-one (51%) percent majority of the total votes cast (provided a quorum exists) with respect to any question, in Person or by proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of statute or of the corporate Charter, or these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one Person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the Co-Owners of any membership who are present at any meeting of the Member are unable to agree on the manner in which to vote for such membership shall be cast on any particular question,

then such vote shall not be counted for purposes of deciding that question. No Member shall be eligible to vote, either in Person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than thirty (30) days delinquent in any payment due the Association.

4.05 Proxies. A Member may appoint any other Member of the Association or any other Person permitted by law or by the By-Laws as his proxy. In no case may any Member cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must comply with all requirements imposed by law or by the By-Laws of the Association.

4.06 Quorum. The presence, either in Person or by proxy, of Members representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

4.07 Annual and Special Meetings. The annual meeting of the Members shall be held at the offices of the corporation, or at a place, date and time selected by the Board of Directors. Special meetings of the Members may be held at any time at the direction of the president or any one Member of the Board of Directors. Other than the election of Directors at the annual meeting, all other business to be conducted at any meeting shall be included in the notice.

4.08 Notice. Written notice of any special meeting shall be sent to all Members at least ten (10) days but not more than thirty (30) days in advance of such meeting, which notice shall set forth the purpose of the meeting unless notice is waived by seventy-five (75%) percent of the Members. A reminder of the annual meeting of the Members shall also be sent to all Members on the same basis and shall set forth the business to be conducted at the meeting except for the election of directors for the coming year which is the required at all annual meetings.

SECTION 5 ASSOCIATION OFFICE LOCATION

5.01 The principal office of the Association shall be:

Collins Insurance Agency
100 Oxford Road
New Albany, MS 38652
Attn: Ray or Patty Collins

A copy of the books and records of the Association shall be kept in said office, but meetings of Members and directors of the Association may be held at any location as designated by the Directors of the Association.

SECTION 6 PURPOSES OF THE ASSOCIATION

4.01 In amplification of the purposes for which the Association has been formed as set forth in the Articles of Incorporation, the purposes are as follows:

- A. It is the express intent of the Association that these By-Laws and Restrictive Covenants for River Cliff Cove will serve to protect and preserve the residential, recreational, and wooded character of this Property.

- B. To promote the collective and individual Property and civic interest and rights of all Persons owning Property in River Cliff Cove Subdivision in Tishomingo County, Mississippi, ("Subdivision") as said Property is shown on that certain plat of River Cliff Cove Subdivision filed for record and recorded in Map Book 2, at page 106, in the office of the Chancery Clerk of Tishomingo County, Mississippi.
- C. To care for the Improvements and Maintenance of the community, gateways, public easements, parkways, grass plots, parking areas, and any facilities of any kind dedicated to the community use and other open spaces and other ornamental features of the above described subdivision which now exist, or which may hereafter be installed or constructed therein.
- D. To aid and cooperate with the Members of this corporation and all Property Owners in the tract in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their Property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved by a majority vote of the Members of the corporation, and to cooperate with any state or local agency having jurisdiction over the development of real estate in Tishomingo County Mississippi and to comply with all federal, state and local rules, regulations and restrictions which may affect the zoning or may otherwise regulate any portion of the Subdivision.
- E. In general, but in connection with the foregoing, to do all things necessary to promote the general welfare of the residents and Owners of any portions of Subdivision and their Property interests therein.
- F. To acquire, own, or lease such real and personal Property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural Persons might or could do.
- G. To exercise all powers that may be delegated to it from time to time by the Owners of real Property in the tract.

This corporation shall not engage in political activity or pursue political purposes of any kind or character.

SECTION 7 OFFICERS OF THE ASSOCIATION

7.01 Officers. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as shall from time to time be provided by the Board of Directors. Such officers shall be elected at the annual meeting of the Members (or Owners) and shall hold office for one year or until their respective successors have been selected. In their discretion, the Members by a vote of a majority thereof, may leave unfilled, for any such period as it may fix by resolution, any office except those of President, Treasurer and Secretary.

7.02 Elected Officers to Comprise the Board of Directors and the Architectural Committee. Unless otherwise decided at a duly called meeting of the Members or Owners, the four (4) individuals elected above shall also comprise and carry on the duties of the Board of Directors and the Architectural Committee as defined herein.

7.03 Powers and Duties of the President. The President shall exercise all the powers and perform all of the duties that commonly devolve upon the presidents of corporations, together with any other duties or functions that may, from time to time, be imposed by the Board of Directors. He shall have general control, charge and supervision of the business of the corporation.

7.04 Vice President. The Vice President shall exercise the duties of the President in his absence, failure, refusal or inability to serve, and shall perform such other duties and have such powers as may be assigned to him by the Board of Directors.

7.05 Secretary. The Secretary shall supervise the keeping of all records of the corporation and perform all the duties imposed upon secretaries of corporations, subject to the control of the Board of Directors.

7.06 Treasurer. The Treasurer shall supervise all funds of the corporation, the collection and disbursement of same, and perform all the duties usually, imposed upon treasurers of corporations, subject to the control of the Board of Directors.

7.07 Vacancies. In case of death, disability or resignation of one or more of the officers, the remaining officers, although less than a quorum, shall fill the vacancies for the unexpired term.

SECTION 8 POWERS, DUTIES AND MEETINGS

8.01 Business of the Association. The business of the Association shall be managed and governed by the Board of Directors, consisting of the four Officers outlined in Section 7, unless the number of Directors is changed by a majority vote of the Members present at the annual meeting, or a special meeting, called for that purpose. The Board Members shall hold office for one year or until their successors are elected and qualified in accordance with these By-Laws.

8.02 Vacancy. Any vacancy occurring in the Board of Directors may be filled by a vote of the remaining Members of the Board in regular or special meeting of the Board. Such new Director(s) shall hold office for the unexpired term of those whom they succeed.

8.03 Meetings. The Board of Directors shall meet at least once a year at a time and place it shall select. Special meetings of the Board may be called by written or email notice, provided by the President or the Secretary, and delivered or mailed to each Director prior to said meeting.

8.04 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but, if at any meeting there be less than a quorum present, a majority of those present may adjourn the meeting,

8.05 Order of Business. The President, or by a vote of the Directors, will determine the order of business at their meetings.

SECTION 9 PROPERTY RIGHTS

9.01 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

- A. The right of the Association, as provided in its Articles and these By-Laws, to suspend any 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
- B. The right of the Association to provide for and establish easements and rights-of-way on all streets, and to regulate parking, motorized and non-motorized vehicular traffic, and to maintain the private streets and Sewers within Subdivision;
- C. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for improving the streets, sewage treatment facility, and Common Area which the Association is to maintain;
- D. No conveyance or encumbrance of the Common Area shall prevent any Lot Owner from using the Common Area for ingress and egress to his Lot.
- E. All commonly used driveways shall be considered Common Area. All the land between the asphalt drive and the county road shall also be Common Area to be regulated by the Architectural Control Committee.

SECTION 10 MAINTENANCE AND REPAIR

10.01 Association Responsibilities. The River Cliff Cove Homeowners Association, Inc. shall provide and pay for all maintenance and expenses for the Common Area, including the private roads, the Sewer, both sanitary and storm. The Association will also coordinate and pay for the mowing and leaf removal activities in the "rear yards" between the housing on the property and the water (lake).

10.02 Individual Property Owners. Each Owner of a Property shall be responsible for all maintenance, painting, repair and upkeep on his Property and the improvements thereon. Each Owner shall also be responsible for the upkeep and maintenance of his individual landscaping thereof (plantings, trees, flowers and similar enhancements) subject to the approval of the Association or their assigns. Owner recognizes and agrees to adhere to certain standards (paint color, roof material and color, deck sizes and locations as examples) that may be established from time to time by the Association's Architectural Committee.

SECTION 11 ARCHITECTURAL CONTROL

11.01 Architectural Control Committee. An "Architectural Committee" is hereby established and is comprised of the four (4) Officers elected according to the process outlined in Section 7. The affirmative vote of a majority of the membership of the Architectural Committee shall be required to adopt or promulgate any rule or regulation, or to make any findings, determinations,

ruling or order, or to issue any permanent authorization or approval pursuant to directives or authorizations contained herein.

11.02 Existing Structures and Lots. It is recognized that there are twelve (12) structures ("homes") that occupy the twelve lots governed by the Association and that no other major additions or additional construction is anticipated. However, any exterior changes or other alternations that might impact the "quiet enjoyment" of the other Owners must be first approved in writing by the Architectural Committee before any such addition or alteration is initiated.

11.02 Pre-approvals Necessary. No structure of any kind or nature or any fence or barrier shall be commenced, erected, placed, moved onto, or permitted to remain on any of the Lots within the Subdivision, nor shall any existing structure, fence or barrier upon any Lot be altered in any way which changes the exterior appearance (which includes but not limited to changes in paint color and re-roofing) thereof, nor shall there be any additions, attachments, or deletions to Improvements, nor shall there be any significant changes in landscaping, without the written consent of the Architectural Committee; nor shall any new use be commenced on any Lot unless plans and specifications (including a description of any proposed new use) shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee.

11.03 Correction by Owner of Any Changes Made Without Prior Approval. If any structure, fence, wood deck, exterior lighting, or barrier shall be altered, erected, placed, or maintained (including exterior maintenance) upon any Property or any new use commenced on any Lot that has not been approved by the Architectural Committee, any such structure, fence or barrier so altered, erected, placed or maintained upon any Lot, in violation hereof shall be removed or altered within fifteen (15) days of notice of such violation by the Architectural Committee to the Owner(s) of the Property.

11.04. Correction by the Association. If within fifteen (15) days after the written notice of such violation, the Owner or Owners of the Lot upon which such violation, exists shall not have taken reasonable steps towards the removal or termination of the same, the Association by its officers or directors shall have the right through its agents and employees to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the costs thereof shall be a binding personal obligation of such Owner as well as a lien upon the Lot in question upon the recording of such with the Chancery Clerk of Tishomingo County, Mississippi.

11.05 Right of Inspection. Any agent of the Association or the Architectural Committee may, at reasonable times, enter upon and inspect any Lot and any Improvements there on for any purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions of these restrictions, and no such Persons shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

The Association or any Owner of any Lot contained within Subdivision shall have the right to enforce by any proceeding at law or in equity all conditions, restrictions, covenants, reservations, and easements herein or hereinafter contained or otherwise contained in any deed to any Lot in the development. Failure by any Owner to enforce any of such proceedings shall in no event be deemed a waiver of the right to do so thereafter.

Should a request to the Committee come from a Committee Member, the other Members of the Committee shall select a disinterested Lot Owner to take the place of the Committee Member making the request.

SECTION 12 FEES AND ASSESSMENTS

12.01 Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot, by acceptance of a deed therefore, 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, including road and Sewer maintenance; and (3) emergency assessments, such assessments to be fixed established and collected from time to time as hereinafter provided. The annual, special and emergency assessments together with such interest thereon and costs of collection thereof as are hereinafter proved, shall be a charge on the land and shall be continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Person who was the owner of such Lot at the time when the assessment fell due as well as any owner acquiring ownership after assessment of same has not been paid by the previous owner.

12.02 Annual Assessments and Carrying Charges of the Association. Each Member of the Association shall pay to the Association an annual sum (herein sometimes referred to as "fees", "assessments" or "carrying charges") equal to the Member's proportionate share (being a uniform rate for all Lots, i.e., one-tenth) of the sum required by the Association, as estimated by its Board of Directors, to meet its annual expenses, including, but in no way limited to, the following:

- A. The cost of all operating expenses of the Association and all utilities, sewage, and other services furnished to the Association or the Members, including charges by the Association for its facilities, if any; and
- B. The amount of all taxes and assessments levied against the Association or upon any Property which it may own or which it is otherwise required to pay, if any; and
- C. The cost of extended liability insurance and the cost of such other insurance as the Association may obtain; and
- D. The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and or reserve for replacements; and E. The estimated cost of repairs, maintenance and replacements of the roads or other facilities owned by the Association for common benefit.

The Board of Directors of the Association shall determine the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual membership meeting but may do so at more frequent intervals should circumstances so require as provided in these By-Laws.

Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors but shall no earlier than fifteen (15) days after the notice date. The Association shall, upon demand and for a reasonable charge, furnish

a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid.

12.03 Special Assessments. In addition to the regular assessments authorized by this Article, the Association may levy in any assessment year a special assessment or assessments, 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 described capital improvement for which the Association is specifically responsible or for such other purposes as the Board of Directors may consider necessary, provided that such assessment shall have the assent of the Members representing two-thirds (2/3) of the total number of votes eligible to be cast. A meeting of the Members shall be duly noticed for this purpose as provided in paragraph 8.03 herein.

12.04 Emergency Assessments. In the event of any emergency, condition, or occurrence affecting the life, health, safety or welfare of Members or Property of Members, the Board of Directors, acting pursuant to this section, may declare an emergency assessment in such amount and payable at such time as the Board of Directors, in its sole discretion, shall deem necessary. Such emergency assessment, except for the amount and time of payment, shall be governed by all other provisions of these By-Laws. Such assessment shall be borne pro rata by all Members of the Association. The Board of Directors shall be fully protected and not liable for any mistake in judgment hereunder if the emergency assessment was made in good faith.

12.05 Non-Payment of Assessments. Any assessment levied pursuant to these By-Laws, or any installment thereof, which is not paid on the date when due shall be delinquent and shall, together with interest thereon and the cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot or Lots belonging to the Member against whom such assessment is levied and shall bind such Lot or Lots in the hands of the then owner, his heirs, devisees, personal representatives and assigns. Interest on a past due assessment, shall accumulate after the due date, until paid, at the rate of twelve (12%) percent per annum. If the Association incurs attorney's fees, recording fees or any other fees or expenses, associated with collecting delinquent assessments, including the preparation and filing of liens or other recorded documents, such costs and expenses shall also be the responsibility of the Member who is delinquent, and shall be subject to the same lien available to the Association for nonpayment of the dues. It shall not be necessary that suit be filed, just that attorney's fees and other expenses were incurred because of the delinquency. The President or other officer appointed of the Board, may prepare a written notice of the delinquency, setting out the amount of the unpaid indebtedness, the name of the Members and a description of the Lot and a statement that the Association asserts its lien against said real estate for all delinquent amounts, including interest, attorney's fees, collection or litigation expenses.

Said notice shall be signed by the President or other officer of the Association designated by the Board, and recorded in the Tishomingo County Land Records, in the office of Chancery Clerk thereof. The filing of such Notice of Lien, or the sale of the owner's Lot to satisfy said lien, shall not relieve the personal obligation of the Member to pay such assessment and a suit for all amounts due, for any portion thereof, may be maintained without foreclosing the lien created herein, or waiving the lien created herein. No owner may waive or otherwise escape liability for the assessments or other indebtedness to the Association provided for herein, by nonuse of the Common Area or abandonment of the owner's Lot.

All rights, remedies, and privileges granted to the Board of Directors or a Lot owner, pursuant to any terms, provisions and covenants or conditions of these By-Laws shall be deemed to be

cumulative, and the exercise of any one or more shall not be deemed to constitute and election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by these By-Laws or at law or in equity.

The Association shall notify the holder of the first mortgage on any Lot for which any assessment levied pursuant to these By-Laws becomes delinquent for a period more than sixty (60) days and in any other case where the owner of such Lot is in default with respect to the performance of any other obligation hereunder for more than sixty (60) days.

12.06 Acceleration of Installments. Upon default in the payment of any one or more installments of any assessment levied pursuant to these By-Laws, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

12.07 Priority of Lien. The lien established by this Article shall have preference over any other assessments, liens, judgments or charges of whatever nature, except the following:

General and special assessments for real estate taxes on a Lot. The liens of any deeds of trust, mortgage instruments or encumbrances duly recorded on the Lot prior to the assessment of the lien thereof or duly recorded on said Lot after receipt of a written statement from the Board of Directors reflecting that payments on said lien were current as of the date of recordation of said deed of trust, mortgage instrument or encumbrance.

12.08 Uniform Value of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected monthly.

SECTION 13 RESTRICTIVE COVENANTS

13.01 Residential Use. The Subdivision is for residential use only and each Property is intended to contain one single family dwelling. It is recognized that the wooded character of this Property is essential to the preservation of value and desirability of each Lot and provides a benefit to all Owners. It is the intention of the Association to strictly prohibit cutting, pruning, or removal of any tree more than three inches in caliper when measured at a point of two feet above the ground without express written approval of the Architectural Committee. Violation will be considered as damage to all Owners.

13.02 Prohibited Uses and Nuisances. To provide for congenial occupation of the homes within Subdivision, and to provide for the protection of the values of the entire development, the use of the residences shall be in accordance with the following provisions:

- A. Said Property is hereby restricted to residential dwellings for residential use. All buildings or structures erected upon said Property shall be of new construction, and no buildings or structures shall be moved from other locations onto said Property, and no subsequent buildings or structures, other than single family houses shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any portion of said Property at any time as a residence, either temporarily or permanently. No modification or addition shall be erected without written approval of the Association or their assigns.

- B. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof and all easements, restrictions and covenants set out in the plat attached hereto as Exhibit "A".
- C. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any of said Lots, except that dogs, cats or other household pets may be kept, if they are not kept, bred, or maintained for any commercial purpose.
- D. No advertising signs (except one (1) of not more than five (5) square feet "for sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activity of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of buildings, if any, of Association, its agents, and assigns during the development and sales period of Lots in Subdivision.
- E. All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept screened by adequate planting or fencing to conceal them from view of the private drives and streets. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.
- F. Without prior written approval and the authorization of the Architectural Control Committee, no exterior television or radio antenna or satellite discs of any sort shall be placed, allowed, or maintained upon any portion of the Improvements to be located upon the Property nor upon any structure situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.
- G. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.
- H. No recreation vehicles or commercial vehicles, including but not limited to boats, boat trailers, house trailers, camping trailers, motorcycles, or similar type items shall be kept other than in the garage or otherwise screened from the view of all neighbors or the streets. In no event may boats be kept or stored in the yards, i.e., water front, drive side or side yards.
- I. Grass, weeds, vegetation and debris on each Lot shall be kept mowed and cleared at regular intervals by the Owner thereof to maintain the same in a neat and attractive manner. Trees, shrubs, vines, debris and plants which die shall be promptly removed from such Lots. The Association, at its option and its discretion, may now and have dead trees and debris removed from such Lots and the Owner of such Lot shall be obligated to reimburse Association for the cost of such work should he refuse or neglect to comply with the terms of this paragraph.
- J. No obnoxious or offensive trade or activity shall be carried on upon any Lot in this planned development nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners within Subdivision.

- K. No building material of any kind or character shall be placed or stored upon any of said Lots until the Owner is ready to commence Improvements. Building materials shall not be placed or stored in the street or between the curb and Property lines.
- L. There shall be no violation of any rules which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws authorized to adopt such rules.
- M. No commercial use of any kind will be permitted on any Property. Leases for a Property shall be for periods not less than six months and shall be in writing and a true, correct and complete copy shall be provided to the Association upon request. Any lease shall include a provision requiring all tenant(s) and their guests to adhere to all restrictions and covenants in this document. Unpaid short-term use of a Property by the Owners relatives, by blood or marriage, is not prohibited.
- N. No other docks, boathouses, pilings, modification or addition including lights of any kind to the existing boat docks are permitted without written approval from the Architectural Committee. This includes hoists, ramps, or structures of any kinds. It is understood that no owner shall erect any structure which will block access or line of sight between any residence and the shoreline. Further to this restriction concerning approval of dock additions or replacements must be approved by both the Tennessee Valley Authority ("TVA") and the Architectural Committee of the Association.
- O. No modification or addition including paint or stain to exterior of buildings is permissible without written approval of Association or their assigns.
- P. No satellite dishes or antennas will be permitted without written approval of Association or their assigns.
- Q. No boat shall occupy space greater than ten (10) feet wide and thirty (30) feet long along docks.
- R. If an owner fails to adhere to the restrictive covenants set forth above, the Association may give said owner written notice of each violation and request that the violation be remedied within a reasonable period to be established by the Association, but not less than ten (10) days. In the event the owner fails to remedy all breaches of the restrictive covenants within the time required, the Association may enter the owner's premises to bring the owner into compliance with these restrictive covenants. The Owner shall be responsible for all expenses, including, but not limited to, all labor, equipment and materials necessary to remedy the breach. The owner will then be provided an invoice for all expenses incurred by the Association in remedying the breach and said invoice shall be honored and paid by the owner within ten (10) days of the date that the invoices delivered to United States Post Office for mailing to the owner, at the owner's last known address, or within ten (10) days of notice to the owner at his or her last known email address. In the alternative, the Association may file suit in court of competent jurisdiction to enforce these restrictive covenants. The Association shall also have such other or additional remedies as may be available at law or in equity and the Association shall have the right to seek different remedies for separate breaches.

All expenses incurred by the Association, including attorney's fees for collection or enforcement, as well as interest, shall be governed by paragraph 12.05 of these By-Laws and all such amounts shall bear interest as provided therein.

SECTION 14 ROAD ACCESS EASEMENT

14.01 It is expressly understood and agreed that Owners hereby grant to the Association a permanent access easement across the west side of each Lot (frequently referred to as "the Common Area") to be used as a common drive to provide and uninterrupted ingress and egress to each Lot for Owners and their guests. This easement is to be approximately 25' wide and shall be improved and maintained by the Association.

SECTION 15 SEAL

15.01 The Board of Directors shall provide a suitable corporate seal in the form of a circle bearing the words: River Cliff Cove Homeowners Association, Inc., 1988.

SECTION 16 AMENDMENTS TO THESE BYLAWS

16.01 Any proposed amendments to these By-Laws may be submitted in writing at any meeting of the Members of the Association. Such proposed amendments shall be discussed at the meeting of the Members following the meeting at which the proposed Amendment was submitted and shall be voted on by the Members of the Association at date that shall not be earlier than the second meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by two (2) Members of the Association, shall be read to the meeting by the Secretary if requested by any Member, and shall be printed and distributed to all Members by mail. A proposed amendment shall become effective when approved by a two-thirds (2/3) majority of the Members entitled to vote.

CERTIFICATE

We, Michael L. Nelson, President, and
Patty Collins, Secretary,

of the River Cliff Cove Homeowners Association, Inc., hereby certify that the River Cliff Cove Homeowners Association, Inc., By-Laws and declaration of restrictions, amended September 27, 2018, was duly adopted by the Members of the corporation by a written vote of the membership completed on the 27th of September, 2018.

WITNESS our signatures this the 27th day of September, 2018.



PRESIDENT

ATTEST:
Patty Collins

SECRETARY

March 29, 2025 [REDACTED] Dock Specs. (these are Non-negotiable please review and understand)

- Minimum water spacing between edges of dock and property line pins- **7 FEET (no exception)**
- Maximum width- Up to 33'; Maximum Length 38'
- Maximum of 2 boat slips per dock
- Hip roof design (covering slip area)- **Maximum one level dock with no patio or additions on top**
- No side paneling- open see through design (no boat house designs)
- Colors matching existing docks
 - Deck- slate gray (or equivalent)
 - Roof- Terratone (or equivalent)
- Positioning: As close to property as possible to minimize extension into cove and centered between property lines
- Maximum 2 wave runner ports (attached to land side of dock)
- No water slides or similar additions
- **Limit one storage unit box per dock**
- Final drawing / specifications must receive prior board approval

Exterior Paint Colors and Front Door Specifications

Painting of Homes

Painting of the new exterior colors, that were voted on and approved by the homeowners at the HOA meeting in June of 2023, will need to be completed by April 30, 2026. Painting companies have been contacted and quotes have been generated. If you chose to use your own painter that is fine also.

Exterior Paint Colors

1. **Accessible Beige by Sherwin Williams.** This is the body color of the house. It covers all of the walls from below the cornice to the concrete block border.

2. **Tony Taupe by Sherwin Williams.** This is the accent color to go on the cornice and fascia boards at the top roofline of your home. It can also be used as a front door color.

3. **Buckskin by Sherwin Williams.** This is another accent color to go on our decks, the concrete blocks at the bottom of your walls, and can also be used on your front door. This color is a custom mix and we can share the formula with you.

Front Doors

Since most homeowners over the years have installed front doors of their choice, we want to have some guidelines in place as far as colors are concerned. We are asking each homeowner to either stain your front door in a brown wood stain, or paint it in one of our three new paint colors. We want our homes to match or blend for the integrity of our community.

