

This instrument prepared by
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Davidson County REG
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20040506-0051985

**THIRD AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR RIVERWALK**

THIS **THIRD AMENDMENT** to DECLARATION of Easements, Covenants, Conditions and Restrictions (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth, by and between **RIVERWALK DEVELOPMENT PARTNERS, INC., a Tennessee corporation** (hereinafter referred to as "Developer"), and any and all persons, firms, corporations or other entities, hereafter acquiring any of the within described property

WITNESSETH:

WHEREAS, the Developer previously established and recorded **DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWALK** (hereinafter referred to as "Declaration") of record as Instrument Number 20011105-0121083 on November 5, 2001 Register's Office for Davidson County, Tennessee and previously amended by First Amendment of record as Instrument Number 20020424-0050565 and Second Amendment of record as Instrument Number 2004-0430-0049313 said Register's Office (hereinafter referred to as "Declaration"); and,

WHEREAS, the Developer retained the right to add property to the terms of the Declaration in Article VII, Section 9 and desires to add additional property as provided herein;

NOW, THEREFORE, for and in consideration of the foregoing premises, Developer hereby amends the Declaration as follows:

1 Article III, Section 5 is hereby amended to replace the first two sentences of this Section with the following:

Each Owner of a completed residence in the Subdivision shall pay a working capital fund assessment of Two Hundred Fifty Dollars (\$250.00) to the Association at the closing of the sale of a completed residence to the initial Owner of such residence and such Owner shall also pay at the initial closing of the sale of such residence a management set up fee in an amount to be set from time to time by the Board of Directors of the Association, with such fee to be paid to the management company for the Association or as otherwise may be directed by the Association.

2. Article III, Section 6 is hereby amended to replace the first sentence with the following:

A lot transfer fee of \$150 shall be and paid to the management company for the Association by the buyer or new Owner of such Lot upon any sale or transfer of any Lot, except sales or transfers by or to a Builder or by or to an affiliate of a Builder and except transfers by deed in lieu of foreclosure or transfers by foreclosure.

3. Pursuant to Article VII, Section 9 of the Declaration, the property described on Exhibit A (the "Annexed Property") attached hereto consisting of three separate tracts containing approximately 150.71 acres, 15.57 acres, and 24.93 acres is hereby added to the terms of the Declaration with such Annexed Property to be held subject to the terms, covenants, conditions, easements, assessments, liens, and restrictions governing and regulating the use and occupancy of said Annexed Property and to be covenants running with the land.

4. Terms not otherwise defined herein shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, the Developer has executed this THIRD Amendment effective as of the 21st day of April, 2004.

RIVERWALK DEVELOPMENT PARTNERS, INC.

By: G. Allen Patton
G. Allen Patton, President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named G. Allen Patton, 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 President of RIVERWALK DEVELOPMENT PARTNERS, INC., the bargainer, a corporation, and that he as such President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal on this 21st day of April



Eileen M. Rose
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES
MARCH 25, 2006

Riverwalk Investment Partners as owner of Tract C described on Exhibit A enters into this THIRD Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the purpose of subjecting said Tract C to the terms of the Declaration as provided in this THIRD Amendment.

In witness whereof, the undersigned has executed this instrument as of the 21st day of April, 2004

RIVERWALK INVESTMENT PARTNERS

By: [Signature]
G. Allen Patton, Managing Partner

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named G. Allen Patton, 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 Managing Partner of RIVERWALK INVESTMENT PARTNERS, the bargainor, a partnership, and that he as such Managing Partner, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the partnership by himself as such Managing Partner.

WITNESS my hand and official seal on this 21st day of April, 2004



[Signature]
Notary Public

My Commission Expires _____

MY COMMISSION EXPIRES
MARCH 23, 2008

The Craig Company, as owner of certain lots located on Tract A described on Exhibit A and conveyed to The Craig Company by various deeds from Riverwalk Development Partners, Inc., enters into this THIRD Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the purpose of subjecting all portions of Tract A owned by the undersigned to the terms of the Declaration as provided in this THIRD Amendment.

In witness whereof, the undersigned has executed this instrument as of the 22nd day of April, 2004.

The Craig Company

By: Randall B. Smith

Name: Randall B. Smith

Position: President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Randall B. Smith, 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 President of The Craig Company, the bargainer, a corporation, and that he as such President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal on this 22nd day of April, 2004.

Dina W. Carner

Notary Public

My Commission Expires: 10/2/05



CORINTHIAN CUSTOM HOMES INC., as owner of certain lots located on Tract A described on Exhibit A and conveyed to CORINTHIAN CUSTOM HOMES INC. by various deeds from Riverwalk Development Partners, Inc., enters into this THIRD Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the purpose of subjecting all portions of Tract A and property described in the Second Amendment to Declaration of Easements, Covenants, Conditions and Restrictions owned by the undersigned to the terms of the Declaration as provided in this THIRD Amendment.

In witness whereof, the undersigned has executed this instrument as of the 22nd day of April, 2004.

CORINTHIAN CUSTOM HOMES INC.

By: [Signature]

Name: NICHOLAS S. PSILLAS

Position: PRESIDENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Nicholas Psillas, 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 President of CORINTHIAN CUSTOM HOMES INC., the bargainer, a corporation, and that he as such President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

WITNESS my hand and official seal on this 22nd day of April, 2004.

[Signature]
Notary Public

My Commission Expires: 10/2/05



The Jones Company of Tennessee, LLC, a Missouri limited liability company, as owner of certain lots located on Tract A described on Exhibit A and conveyed to The Jones Company of Tennessee, LLC by various deeds from Riverwalk Development Partners, Inc., enters into this THIRD Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for the purpose of subjecting all portions of Tract A owned by the undersigned to the terms of the Declaration as provided in this THIRD Amendment.

In witness whereof, the undersigned has executed this instrument as of the 22nd day of April, 2004

The Jones Company of Tennessee, LLC

By: [Signature]

Name: Richard M. Chapman

Position: Division President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Richard M. Chapman 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 Division President of The Jones Company of Tennessee, LLC, the bargainer, a limited liability company, and that he as such Division President, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the limited liability company by himself as such Division President.

April WITNESS my hand and official seal on this 22nd day of April, 2004

Joni Darlene Eddo
Notary Public

My Commission Expires: 7-10-2006

