

This instrument prepared by
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**FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR RIVERWALK
AND SUPPLEMENTAL DECLARATION FOR PARKVIEW**

THIS FOURTH 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, Second Amendment of record as Instrument Number 20040430-0049313, and Third Amendment of record as Instrument Number 2004, all said Register's Office (hereinafter collectively 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 to be known as Parkview at Riverwalk ("Parkview") as provided herein and to provide certain amendments to the Declaration as applied to Parkview;

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

1. Pursuant to Article VII, Section 9 of the Declaration, the property described on and shown on Final Plat Parkview at Riverwalk recorded as instrument Number 2005-0215-0016985 recorded February 15, 2005 in the Register's Office for Davidson County, Tennessee, to which plan reference is here made for a more complete and accurate description of said property (the "Annexed Property") 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. The Annexed Property is phase 1 of a cluster lot development which will contain a total of 103 lots and will be known as Parkview at Riverwalk or Parkview. All Owners of Lots in Parkview will be members of the Association and will pay dues at the same rate as other Owners in Riverwalk and Owners in Parkview will also pay supplemental dues to the Association to pay for certain special services that the Association will perform on behalf of the Owners in Parkview.

2. The following amendments will apply to Parkview:
 - a. In Article IV, Section 6, the first sentence shall not apply to Parkview. Further, the next to last sentence in Section 6 shall be amended by substituting "36 inches" for "42 inches" in each place it appears and in the last sentence of section 6, "36 inches" shall be substituted for "72 inches" for "30 inches." Finally, an additional sentence is added to Section 6 as follows: "6 foot maximum height fences on corner Lots are not permitted closer than 10 feet to adjacent right of way for side yards."
 - b. Article IV, Section 19 is amended to provide that the Association will maintain all landscape areas, installed at the time of the initial closing of the home, on Lots outside of structures and fences. If any Owner elects to fence in any portion of their Lot, then the Association will not be responsible for maintenance of any such fenced areas and no dues reduction will be afforded any such Owner as a result of the Association's relief from such maintenance responsibility. Maintenance of all structures and hardscape elements, including fences, driveways and sidewalks on individual lots, and additional plantings and mulch beds installed by a homeowner, shall remain the responsibility of the individual homeowner.
 - c. Article IV, Section 29, is amended to provide that the minimum square footage of residences constructed on Lots in Parkview shall be 1000 square feet.
 - d. Article IV, Section 37 is amended to provide that sidewalks shall be required on both sides of the street in Parkview and the Builder or owner constructing the residence on a Lot is responsible for installing sidewalks in accordance with all applicable codes.
 - e. Article IV, Section 38 is amended to provide that the Developer shall install at least one 2 inch caliper tree on interior Lots in Parkview and at least two 2 inch caliper trees on corner Lots in Parkview.
 - f. All Common Areas will be maintained by the Association except the greenway conservation easement which is to be maintained by Metro Parks and Recreation although the Association shall

be permitted to provide supplemental maintenance on said greenway as may be required from time to time.

- g. As shown on approved plans for Parkview, there shall be a Public Greenway trail, trail access road and public parking lot. In addition, a guest parking lot will be provided and no resident parking shall be allowed in either the guest parking lot or public parking lot for any purpose other than short term, non permanent parking.
- h. The Association shall assess supplemental dues against all Owners in Parkview to cover the cost of Lot maintenance of the Lots in Parkview, private drive maintenance on Lots 597,598,599, any other maintenance in Parkview which exceeds the type and scope of maintenance of the rest of Riverwalk, and any additional administrative costs incurred by the Association as a result of its maintenance and oversight activities on behalf of Parkview. The Association may promulgate Rules and Regulations applicable only to Parkview. The Owners in Parkview shall be allowed to elect a subcommittee (the "Parkview Subcommittee") of the Board of the Association that shall report to and be under the authority of the Board of the Association. The Parkview Subcommittee shall be an advisory committee to the Board concerning matters affecting Owners in Parkview, but the Board shall have final authority over all matters of the Association including matters affecting the Owners in Parkview.
- i. All Owners in Parkview shall have full access to all amenities and Common Areas in Riverwalk and shall pay regular dues to the Association in the same amount as other Owners in Riverwalk and shall also pay the supplemental dues applicable only to the Owners in Parkview as described above.

- 4. Capitalized terms not otherwise defined herein shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, the Developer has executed this Fourth Amendment effective as of the 1 day of MARCH, 2005.

RIVERWALK DEVELOPMENT PARTNERS, INC.

By: 

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 bargainor, 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 1st day of March, 2005.

Aira W. Carnes

Notary Public

My Commission Expires: 10/2/05