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Davidson County REST
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**FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR RIVERWALK**

This FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWALK ("Fifth Amendment") is made, entered into and published on or as of the date hereinafter set forth, by and between RIVERWALK DEVELOPMENT PARTNERS, INC., a Tennessee corporation ("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 ("Initial Declaration") of record in the Register's Office for Davidson County, Tennessee at Instrument Number 20011105-0121083 on November 5, 2001 and previously amended by the "First Amendment" of record at Instrument Number 20020424-0050565, the "Second Amendment" of record at Instrument Number 20040430-0049313, the "Third Amendment" of record at Instrument Number 20040506-0051985, and the "Fourth Amendment" of record at Instrument Number 20050308-0025001 all said amendments in the Register's Office for Davidson County, Tennessee. The Initial Declaration, the First, Second, Third and Fourth Amendments of record and this Fifth Amendment are hereinafter collectively referred to as the "Declaration");

WHEREAS, pursuant to the Second Amendment additional property described therein and now know as Ridgecrest at Riverwalk ("Ridgecrest") was added to the terms of the Declaration and Developer now desires to provide for certain amendments to the Declaration as applied to Ridgecrest.

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

1. Ridgecrest is further described in and shown on Final Plat Riverwalk Townhomes Phase 5, Section 1 at Instrument Number 20051028-0130415 recorded October 28, 2005 in the Register's Office for Davidson County, Tennessee, and as further described in and shown on Exhibits A and B to the Master Deed and By-Laws for Ridgecrest at Riverwalk, A Horizontal Property Regime ("Master Deed"), at Instrument Number 20051028-0130749 recorded October 28, 2005 in the Register's Office for Davidson County, Tennessee to which plan references are hereby made for a more complete and accurate description of

said property (the "Annexed Property"). The Annexed Property has previously been 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.

2. The Annexed Property is part of a horizontal property regime which will contain a total of sixty-one (61) residential townhomes ("Units") and will be known as Ridgecrest at Riverwalk. All Owners of Units in Ridgecrest will be members of the Riverwalk Association and will pay dues at the same rate as other Lot Owners in Riverwalk. Each Unit Owner in Ridgecrest shall be a Class A member with regard to voting rights in the Riverwalk Association and shall be entitled to one vote for each Unit owned.

3. The Riverwalk annual assessment attributable to all sixty-one (61) Ridgecrest Units shall be payable by the Ridgecrest at Riverwalk Owners' Association in equal monthly installments due the first day of each month. Said assessments shall be payable irrespective of delinquent or unpaid assessments by individual Unit Owners and shall commence May 1, 2006 prorated on a calendar year basis for the remainder of the 2006 calendar year.

4. All maintenance for the Ridgecrest development shall be the responsibility of the Ridgecrest at Riverwalk Owners' Association as provided in the Master Deed related thereto as may be amended from time to time.

5. The Board of Directors for Riverwalk shall at all times have at least one Director who is a lot owner within Parkview at Riverwalk. In the event any election for the Board of Directors for Riverwalk does not result in the election of at least one Parkview at Riverwalk lot owner Director, then the Parkview at Riverwalk lot owner receiving the largest number of votes shall be automatically substituted for the elected Director receiving the fewest number of votes in such election.

6. To the extent any conflict exists between the use and occupancy restrictions set forth in the Declaration or the Master Deed, the more restrictive provision shall control.

7. All Owners in Ridgecrest shall have full access to all amenities and Common Areas in Riverwalk.

IN WITNESS WHEREOF, the Developer has executed this Fifth Amendment effective as of the 13th day of MARCH, 2006.

(Remainder of Page Intentionally Left Blank)

RIVERWALK DEVELOPMENT PARTNERS, INC.

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

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

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 seal at office in Brentwood, Tennessee,
this 13th day of March, 2006.

Lisa W. Carnes
Notary Public

My Commission Expires: 10 15 109

