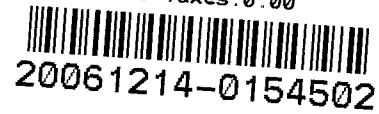


PICK-UP

Davidson County REST
Recvd: 12/14/06 16:00 2 pgs
Fees: 12.00 Taxes: 0.00



This instrument prepared by
Hugh W. Entrekin
TUNE, ENTREKIN & WHITE
17th Floor, AmSouth Center, 315 Deaderick St
Nashville, Tennessee 37238-1700

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

THIS **SEVENTH 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 (the "First Amendment"), Second Amendment of record as Instrument Number 20040430-0049313 (the "Second Amendment"), Third Amendment of record as Instrument Number 20040506-0051985 (the "Third Amendment"), Fourth Amendment of record as Instrument Number 20050308-0025001 (the "Fourth Amendment"), Fifth Amendment of record as Instrument Number 20060320-0031638 (the "Fifth Amendment") and Sixth Amendment of record as Instrument Number 20061103-0136691 (the "Sixth Amendment") all said Register's Office (hereinafter collectively referred to as "Declaration"); and,

WHEREAS, the Developer retained the right to amend the Declaration in Article VII, Section 3; and desires to amend same as provided herein;

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

1. Article III, Section 7 of the Declaration is hereby amended to reduce the quorum requirement to Twenty-Five percent (25%) by replacing "50%" with "25%" in the second sentence.
2. Article II, Section 4 of Exhibit B, the "By-Laws of Riverwalk Homeowners' Association, Inc." is hereby amended to reduce the quorum requirement to Twenty-Five percent (25%) by replacing "50%" with "25%" in the first sentence.

3. An additional Section 41 is added to Article IV to read as follows:

Section 41. Trash Collection Service. All Owners or Occupants shall contract with and use the same trash collection service with such trash collection service being determined by Riverwalk Homeowners' Association, Inc. Board of Directors.

- 4. Delete the first sentence of Article IV, Section 6 and replace with the following sentence: "No wall or fence shall be erected or maintained nearer to the front lot line than the front building line on such Lot, nor on corner Lots nearer than fifteen feet (15') to the back of curb."
- 5. Capitalized terms not otherwise defined herein shall have the same meaning as in the Declaration.

IN WITNESS WHEREOF, the Developer has executed this Seventh Amendment effective as of the 30th day of November, 2006.

RIVERWALK DEVELOPMENT PARTNERS, INC.

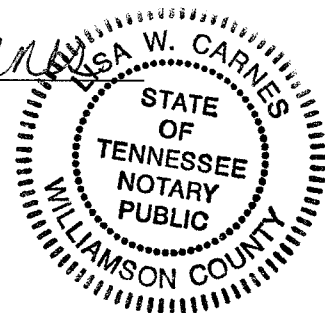
By: [Signature]
G. Allen Patton, President

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 official seal on this 30th day of November, 2006.

[Signature]
Notary Public



My Commission Expires: 10/5/09