

This instrument prepared by:  
Kevin Hyneman  
6000 Popular Suite 250  
Memphis, TN 38119

## **AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALHALLA**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALHALLA SUBDIVISION is made, published and declared this 20<sup>th</sup> day of March, 2007.

### **WITNESSETH**

WHEREAS, on the 1<sup>st</sup> day of May, 1997, Valhalla Development Company, LLC did make, publish and declare that certain Declaration of Protective Covenants, Conditions and Restrictions For Valhalla, said covenants being recorded at Book 1519, Page 352 in the Register's Office of Williamson County, Tennessee, as amended by that certain Amendment To Declaration Of Protective Covenants, Conditions And Restrictions For Valhalla recorded at Book 3840, Page 933, in said Register's Office (the covenants and amendment hereinafter collectively called the "Covenants"); and,

WHEREAS, the land within Valhalla contains 68.891 acres, more or less, and is described on Exhibit A to the Covenants (the "Property"); and,

WHEREAS, the Property, through various plat filings, subdivisions and amendments to the Covenants, has been finally subdivided into twelve (12) Lots, all of which Lots are subject to the Covenants; and,

WHEREAS, the Covenants provide in Article X that the Covenants may be amended by the Developer with any required approval of appropriate authorities of Williamson County, or the City of Brentwood (if required), without the joinder of any Lot owner for a period of four (4) years from the date of the original Covenants and thereafter by agreement signed by Owners representing at least two thirds (2/3) of the Lots which are subject thereto, and with any required approval of the Williamson County Planning Commission, or the City of Brentwood, as the case may be, with such amendment becoming effective upon being filed of record; and,

WHEREAS, the Property lies in Williamson County but is outside of the limits of the City of Brentwood and, therefore, the Property is subject to the jurisdiction of the Williamson County Planning Commission; and,

WHEREAS, the period for unilateral amendment by the Developer has lapsed and the undersigned are the Owners of at least two thirds (2/3) of the Lots; and

WHEREAS, the undersigned desire to amend the Covenants as hereinafter set out.

NOW, therefore, the undersigned, as the record owners of at least two-thirds (2/3) of the Lots in Valhalla, join in this agreement for the purpose of amending the Covenants as follows:

1. Article VI, Section 1 (m) is deleted in its entirety and replaced with the following:

The minimum square footage for the residence built on each Lot shall be 3,000 heated square feet excluding garages and porches.

2. Article VI, Section 2 is amended by adding the following paragraph (n):

(n) In order to provide for a degree of uniformity of development within Valhalla, the Association, acting by and through the Architectural Committee, shall proscribe and approve the type of mailbox to be erected for each Lot.

3. Article VIII is deleted in its entirety and replaced with the following:

After commencement of the construction of a residence on a Lot, an Owner shall proceed to complete such construction in a commercially reasonable time, not to exceed twenty-four (24) months from the construction commencement date. If an Owner fails to timely complete the construction of a residence as hereinabove provided, then, in that case, the Association shall have the right, but not the obligation to re-purchase the Lot from such Owner for the original purchase price of the Lot.

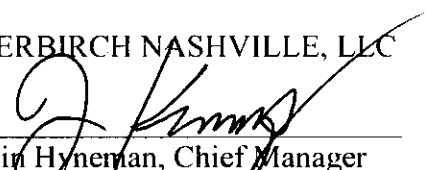
In all other respects not specifically set forth herein, the said Covenants are ratified and confirmed as the Covenants for Valhalla. Capitalized words not otherwise defined herein shall have the same meaning proscribed for such capitalized words in the Covenants.

(Signatures to Follow)

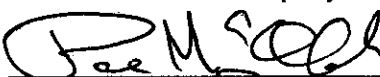
IN WITNESS WHEREOF this instrument is executed as of the date first above written.

RECORD OWNERS:

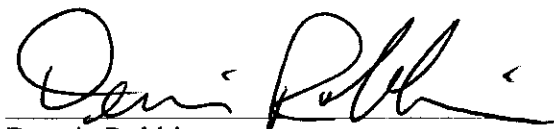
RIVERBIRCH NASHVILLE, LLC

By:   
Kevin Hyneman, Chief Manager  
Owner of Lots 5, 6, 8, 9, 10, 11, & 12

The McCulloch Company, LLC

  
Printed Name: Paul McCulloch  
Its: member  
Owner of Lot 1

Michael Tait  
Owner of Lot 2

  
Dennis Robbins  
Owner of Lots 3 & 4

Gary Schmidt  
Owner of Lot 7

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared PAUL McCulloch, 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 member of The McCulloch Company, LLC, the within named bargainor, a limited liability company, and that he as such member, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such member.

WITNESS my hand and seal at office this 4<sup>th</sup> day of MARCH, 2010.

~~Forrest L. Mote~~  
Notary Public

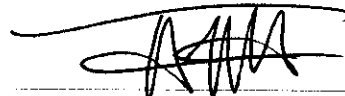
My Commission Expires: 10/22/11



STATE OF TENNESSEE   
COUNTY OF ~~SHELBY~~ WILLIAMSON

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Dennis Robbins, to me known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

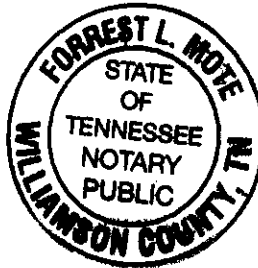
WITNESS my hand and Notarial Seal at office this 4<sup>th</sup> day of MARCH, 2010.



Notary Public

Forrest L. Note

My Commission Expires: 10/22/11



STATE OF Tennessee  
 COUNTY OF Madison

Before me, the undersigned Notary Public, of the State and County aforesaid, personally appeared Kevin Hyneman, 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 Chief Manager of Riverbitch Nashville LLC, the within named bargainor, a limited liability company, and that he as such Chief Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Chief Manager.

WITNESS my hand and seal at office this 16 day of March, 2010.

  
 Notary Public

My Commission Expires: June 15, 2012



BK/PG:5021/772-777

10008087

| RESTRICTIONS |          |
|--------------|----------|
| 03/16/2010   | 01:33 PM |
| BATCH        | 173462   |
| MTG TAX      | 0.00     |
| TRN TAX      | 0.00     |
| REC FEE      | 30.00    |
| DP FEE       | 2.00     |
| ARC FEE      | 0.00     |
| TOTAL        | 32.00    |

STATE OF TENNESSEE, WILLIAMSON COUNTY

**SADIE WADE**  
 REGISTER OF DEEDS