

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
RIVERWOOD FARMS P.D. PHASE 3, AREA B

THIS DECLARATION made as of the date hereinafter set forth by CORDOVA ASSOCIATES (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Cordova Associates, a Tennessee partnership, being the owner of portions of the approximate 537.0215 acre parcel, described on plat of record at Plat Book 106, Page 33, re-recorded at Plat Book 108, Page 6, Register's Office, Shelby County, Tennessee, located in Shelby County, Tennessee and being more particularly described in the Declaration of Covenants, Conditions and Restriction recorded at Y4-7215 in the Register's Office of Shelby County, Tennessee (the "Original Declaration") has heretofore caused the Original Declaration to be imposed upon a portion of the property described as Riverwood Farms, more particularly described in said Declaration; and

WHEREAS, under said Declaration, Declarant reserved the right to impose similar restrictions, covenants and conditions upon the additional property described therein or portions thereof; and

WHEREAS, Declarant is the sole owner of certain property in Shelby County, Tennessee which is more particularly described on Exhibit A (hereinafter the "Property") attached hereto and made a part hereof which property is a part of the property described on Exhibit B to the Original Declaration, and is known as Riverwood Farms P.D., Phase 3, Area B consisting of 51 lots.

NOW, THEREFORE, Declarant hereby declares that any or all of the Property described on Exhibit A hereto shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These easements, covenants, restrictions and conditions shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof:

The Declaration of Covenants, Conditions and Restrictions recorded at Y4-7215, Register's Office, Shelby County, Tennessee is incorporated by reference herein and except as specifically otherwise provided below, is hereby imposed upon the Property.

1. Article V, Section 6 is modified to provide that the payment of monthly and other assessments by Class A Members shall commence upon the transfer of title to the individual Lots to said Members, and is incorporated herein as modified.
2. Article VI is modified by the addition of the following language:  

"Silt fencing may be required to eliminate the erosion and deposit of silt and/or mud onto streets or adjoining lots. The necessity and degree of silt fencing shall be determined at a pre-construction, on-site meeting with the Lot Owner or Owners' representative and the Declarant or Declarant's representative and included in the letter authorizing approval of the construction. If silt fencing is required, such shall be installed prior to the commencement of construction. In the event of a failure to comply with this requirement, the Lot Owner shall have a period of seven (7) days after notification from the Declarant or the Association to either (i) institute such "cleanup" as may be reasonably required by Declarant, (ii) repair any damage resulting from the situation, (iii) restore the affected property to the condition in existence prior to the siltation and (iv) shall install the required silt fencing. In the event Lot Owner fails to comply with the aforesaid requirements, thereafter the Declarant or the Association shall have the right to cause the implementation of remedial action, the cost of which shall be paid by the Lot Owner and the obligation of reimbursement therefore secured by a lien against the subject Lot. Such lien against the Lot shall be enforceable in accordance with the provisions of Article V."
3. The lots within the Property shall be numbered as designated on a plat prepared by The Reaves Firm which plat shall be filed or recorded in Register's Office of Shelby County, Tennessee.
4. Cordova Associates may, in its sole discretion, waive the required building setback in order to alleviate undo hardship relative to individual lots without the consent of other Owners of Lots within the Subdivision provided that in no event shall the minimum building setback, in any case, be less than thirty (30) feet.
5. Article X, Section 7 is amended by deleting the second sentence contained therein and inserting the following in lieu thereof:  

"The location and appearance of basketball goals shall be approved by the Architectural Control Committee. In no event shall any basketball goal be allowed in front of the building line of the residence constructed on the Lot.
6. Article X Section 13 of the Declaration of Conditions, Restrictions and Covenants is amended by further prohibiting the use or placement on any lots of prefabricated or metal accessory buildings.

Furthermore, any accessory buildings shall be approved by the Architectural Control Committee and, further, any such proposed accessory building shall be constructed of materials similar to those utilized on the residence constructed on the lot and permissible by applicable zoning requirements.

7. Article X, Section 15 is modified as follows:

Each single family structure shall have a minimum ground floor area of 1,950 square feet for single story dwellings. Two story dwellings shall have a minimum total floor area of 2,300 square feet exclusive of one-story open porches and garages.

8. Article X, Section 21, is deleted and shall not affect the Property.

9. Article X of the Declaration of Covenants, Conditions and Restrictions is here by amended by adding the following Section 25:

Section 25. "In no event shall aluminum, metal, or vinyl siding, or similar factory pre finished siding be utilized on any structure erected on any Lot within the Subdivision."

10. Article XII, Section 4 is amended by adding the following new paragraph:

In the event it shall become necessary to re-record the Plat referenced hereinabove or any subsequent platting of the Property which is currently, or subsequently becomes subject to the Declaration amended hereby, in order to implement any revisions to the Common Areas or Limited Common Areas, each Owner of a Lot or Unit, by acceptance of a Deed to property within the Property subject hereto authorizes either Declarant or the President of the Association to execute such plat on behalf of the Owners of Lots within the Property.

IN WITNESS WHEREOF this Declaration of Covenants, Conditions and Restrictions is executed as of the \_\_\_\_ day of \_\_\_\_\_, 2005.

CORDOVA ASSOCIATES

BY: BICO Associates, General Partner

By:  \_\_\_\_\_

Jack A. Belz

Riverwood Farms Association, Inc. hereby joins in this Declaration for the purposes of confirming their assent to the inclusion of the Property into the Association.

STATE OF TENNESSEE  
COUNTY OF SHELBY

RIVERWOOD FARMS ASSOCIATION, INC.

By:  \_\_\_\_\_

Ronald A. Belz, Director

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Ronald A. Belz with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Director of Riverwood Farms Association, Inc., the within named bargainer, a corporation, and that he as such Director executed the foregoing instrument for the purposes contained therein by signing and the name of the corporation by himself as Director.

WITNESS my hand and Official Seal at office this 27 th day of June, 2005.

My Commission Expires: MY COMMISSION EXPIRES 9-17-2008

STATE OF TENNESSEE  
COUNTY OF SHELBY


Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Jack A. Belz with whom I am personally acquainted, and who upon oath, acknowledged himself to be the General partner of Cordova Associates, the within named bargainer, a partnership, and that he as such General Partner executed the foregoing instrument for the purposes contained therein by signing the name of the partnership by himself as General Partner.

WITNESS by hand and Official Seal at office this 27 th day of June, 2005.

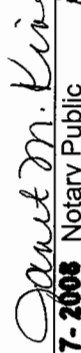
My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES 9-17-2008 Notary Public



 \_\_\_\_\_  
Notary Public



 \_\_\_\_\_  
Notary Public

RIVERWOOD FARMS PHASE 3

BEGINNING AT THE SOUTHEAST CORNER OF RIVERWOOD FARMS PHASE 2 AS RECORDED IN PLAT BOOK 209, PAGE 14 IN THE SHELBY COUNTY REGISTER'S OFFICE, SAID POINT BEING IN THE NORTH RIGHT OF WAY OF CSXT RAILROAD (100' RIGHT OF WAY); THENCE N20°20'58"W A DISTANCE OF 166.00 FEET TO A POINT, SAID POINT BEING IN THE NORTH RIGHT OF WAY OF RIVER KNOLL DRIVE (31' RIGHT OF WAY); THENCE S69°39'02"W A DISTANCE OF 13.22 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE N20°20'58"W A DISTANCE OF 127.13 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF LOT 11 OF RIVERWOOD FARMS PHASE 2 (PLAT BOOK 209, PAGE 14); THENCE N63°20'50"E A DISTANCE OF 33.92 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 10 OF RIVERWOOD FARMS PHASE 2 (PLAT BOOK 209, PAGE 14); THENCE N18°54'58"W A DISTANCE OF 161.21 FEET TO A POINT, SAID POINT BEING A CORNER OF LOT 9 OF RIVERWOOD FARMS PHASE 2 (PLAT BOOK 209, PAGE 14); THENCE S86°12'24"W A DISTANCE OF 92.18 FEET TO A POINT, SAID POINT BEING THE NORTHWEST CORNER OF LOT 9 OF RIVERWOODS FARMS PHASE 2 (PLAT BOOK 209, PAGE 14); THENCE N52°44'26"W A DISTANCE OF 64.28 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 7 OF RIVERWOOD FARMS PHASE 2 (PLAT BOOK 209, PAGE 14); THENCE N28°54'50"W A DISTANCE OF 274.47 FEET TO A POINT, SAID POINT BEING IN THE SOUTH RIGHT OF WAY OF RIVER PINE DRIVE (31' RIGHT OF WAY); THENCE N51°59'27"E A DISTANCE OF 33.42 FEET ALONG SAID RIGHT OF WAY TO A POINT; THENCE N38°00'33"W A DISTANCE OF 161.64 FEET TO A POINT, SAID POINT BEING A CORNER OF LOT 3 OF RIVERWOOD FARMS PHASE 2 (PLAT BOOK 209, PAGE 14); THENCE N44°33'46"W A DISTANCE OF 167.17 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 1 OF RIVERWOOD FARMS PHASE 2 (PLAT BOOK 209, PAGE 14); THENCE N53°06'34"W A DISTANCE OF 100.44 FEET TO A POINT IN THE EAST RIGHT OF WAY OF THE FUTURE CORDOVA ROAD (108' RIGHT OF WAY); THENCE WITH SAID RIGHT OF WAY A DISTANCE OF 403.26 FEET ALONG AN ARC CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1346.00 FEET AND A CENTRAL ANGLE OF 17°09'57" AND BEING SUBTENDED BY A CHORD LENGTH OF 401.75 FEET AND BEARING OF N52°53'25"E TO A POINT; THENCE N89°51'53"E A DISTANCE OF 607.86 FEET TO A POINT; THENCE S00°13'58"E A DISTANCE OF 1189.42 FEET TO THE NORTH RIGHT OF WAY OF THE CSXT RAILROAD(100' RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY S69°39'02"W A DISTANCE OF 266.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 730,893 SQUARE FEET OR 16.779 ACRES, WITHIN THESE BOUNDS.



*Tom Leatherwood*  
Shelby County Register

As evidenced by the instrument number shown below, this document  
has been recorded as a permanent record in the archives of the  
Office of the Shelby County Register.



05103315  
06/30/2005 - 02:52 PM

3 PGS : R - SUB RESTRICTION

MARYF 324986-5103315

VALUE 0.00

MORTGAGE TAX 0.00

TRANSFER TAX 0.00

RECORDING FEE 15.00

DP FEE 2.00

REGISTER'S FEE 0.00

WALK THRU FEE 7.50

TOTAL AMOUNT 24.50