




*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.

	
<b>04033297</b>	
02/27/2004 - 02:30 PM	
3 PGS : R - SUB RESTRICTION	
KATHY 210120-4033297	
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	12.00
TOTAL AMOUNT	29.00
<b>TOM LEATHERWOOD</b>	
REGISTER OF DEEDS SHELBY COUNTY TENNESSEE	

Prepared By and Return To:  
Ryan E. Byrne  
Attorney at Law  
6465 Quail Hollow  
Memphis, Tennessee 38120

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
ISLAND VIEW, A PLANNED DEVELOPMENT

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ISLAND VIEW, A PLANNED DEVELOPMENT (hereinafter referred to as "Declaration") made this 10<sup>th</sup> day of Feb., 2004 by BRONZE CONSTRUCTION, LLC, a Tennessee Limited Liability Company, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for ISLAND VIEW, A Planned Development (the "Original Declaration"), was filed of record on March 12, 2003 at Instrument No. 03048562 in the Register's Office of Shelby County, Tennessee;

WHEREAS, Declarant reserved the right in the Declaration, Article XIII, Section 1, to unilaterally amend said Declaration for a period of three (3) years from the date of the Declaration; and,

WHEREAS, Declarant desires to amend the Declaration as set forth below; and

WHEREAS, First Tennessee Bank, holder of a Deed of Trust on the "land" described in the foregoing Declaration of Covenants, Conditions, and Restrictions, joins herein for the purpose of approving said amendment;

WHEREAS, Supplementary Declaration of Covenants, Conditions and Restrictions for Phase II, Lots 133-217 is being recorded simultaneously herewith under Instrument Number: \_\_\_\_\_

WHEREAS, the Developer has caused plats of the property to be filed in Plat Book 201, Page 64 for Phase I, Lots 1 to 132 of the property;

for Phase II, Lots 133-217 ( a copy of which is attached hereto as Exhibit B)of the property, recorded in Plat Book 208, Page 32 in the Register's Office of Shelby County, Tennessee ("Plat, or Plats"), and;

WHEREAS, the Developer, desires to have all of the lots in Phase II subject to the rules and regulations as found in the "Original Declaration", and;

WHEREAS, the Developer, desires to amend the fence specifications, street/post light planning, landscape and sign easements, and Article IX, Restrictive Covenants.

NOW THEREFORE, pursuant to the authority of the Declarant, Declarant hereby amends the aforesaid Original Declaration as follows:

1. Article VI, PARTY WALLS, WINDOW TREATMENT, LIGHTING AND LANDSCAPE EASEMENT, Section 7 is hereby amended by deleting the first sentence of said Article VI, Section 7 in its entirety and replacing said sentence with the following: NO FENCE SHALL BE TALLER THAN EIGHT FEET WITHOUT THE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

2. Article VI, RESTRICTIVE COVENANTS, Section 9, is hereby amended by adding the following lots in Phase II which are required to pay for the cost of electricity for the street/post light located on said lot: 134, 135, 140, 142, 145, 147, 149, 151, 153, 156, 158, 160, 162, 167, 168, 172, 174, 175, 179, 182, 185, 187, 189, 191, 193, 195, 198, 200, 203, 206, 208, 209, 211, 214, 216, and 217, with locations as shown on Exhibit B.

2. Article VI, RESTRICTIVE COVENANTS, Section 10, is hereby amended by adding the following lots in Phase II whereby the Association retains a permanent landscape and sign easement on these lots:

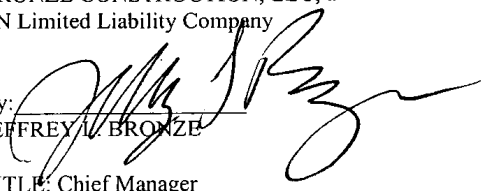
Lot 159, Southwest corner  
Lot 152, Northwest corner  
Lot 143, Northeast corner

2. Article IX, RESTRICTIVE COVENANTS, is hereby amended by adding Section 11 to read as follows:

Section 11. Declarant and/or the Association hereby retains a permanent irrigation easement on Lots 152. Said easement shall be 15 feet wide extending from the control box, back flow and water valve to the R.O.W. of the adjacent streets. Lot owners shall be responsible for the payment for electricity service for the irrigation system. Payment for water shall be the responsibility of the Association.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to be executed on the day and year first written above.

BRONZE CONSTRUCTION, LLC, a  
TN Limited Liability Company

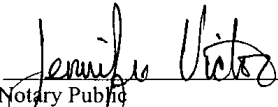
By:   
JEFFREY L. BRONZE

TITLE: Chief Manager

STATE OF TENNESSEE)  
COUNTY OF SHELBY)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared JEFFREY L. BRONZE, 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 BRONZE CONSTRUCTION, LLC, a Tennessee Limited Liability Company, the within named bargainer, a limited liability company and that he, as such Chief Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the limited liability company by himself as Chief Manager.

WITNESS my hand and Official Seal at office this 10<sup>th</sup> day of February, 2004.

  
Notary Public

My commission expires: \_\_\_\_\_  
**My Commission Expires June 7, 2006**