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SEVENTH AMENDMENT TO RESTRICTIVE COVENANTS  
FOR FALLING WATER HEIGHTS SUBDIVISION

TOTAL FEES \$12.00  
State of Tennessee Hamilton County  
Register of Deeds **MARC GRAVITT**

RE: Restrictive Covenants recorded in Book 3324, Page 996, as amended in Book 3759, Page 228, and as further amended in Book 4315, Page 351, Book 5117, Page 651, Book 5443, Page 217, Book 5508, Page 985, Book 5704, Page 455 and in Book 7375, Page 738, in the Register's Office of Hamilton County, Tennessee.

The referenced restrictive covenants are amended as follows:


1. A waiver is granted to permit any change necessary in the Restrictive Covenants & Amendments Of Falling Water Heights for James A. Folkner, or his heirs and assigns, to use the private road known as Bluff Ledge Trail, as shown on the Recorded Plat P3 124/193, to develop, service and provide access to currently platted Lots 78, 79, 80, 81, 83, 84, 85, 86 and any additional lots that may be platted that would use Bluff Ledge Trail as James A. Folkner, or his heirs and assigns, solely may deem appropriate. This waiver includes currently platted private roads as well as additional private roads that may be constructed and used. This waiver is without limitation and is subject only to what James A. Folkner, or his heirs and assigns, solely may deem appropriate.
2. All lots located on a private road shall share equally the cost of any and all road up-keep, landscaping, and maintenance of that private road as determined solely by James A. Folkner, or his heirs and assigns, with the limitation that James A. Folkner, or his heirs and assigns, are responsible for all road up-keep, landscaping, and maintenance, **UNTIL** half of the lots on any such private road are sold. For the purposes of all road up-keep, landscaping, and maintenance on Bluff Ledge Trail, until half of Lots 78, 79, 80, 81, 83, 84, 85, 86 (any four (4) lots) are sold, James A. Folkner, or his heirs and assigns, is solely responsible for the road up-keep, landscaping, and maintenance on Bluff Ledge Trail (except for any damage which may be occasioned to the private road as addressed in 3. below). James A. Folkner, or his heirs and assigns, reserves the right to assess and place a lien upon any lot or home constructed thereon for the payment of the determined cost of road up-keep, landscaping, and maintenance, the cost of the same determined solely by James A. Folkner, or his heirs and assigns until a homeowners' association ("HOA") to deal with road up-keep, landscaping, and maintenance of any private road is formed.
3. Any damage caused to any i) private road, ii) storm water drainage system adjacent to or part of any private road or iii) any landscaping adjacent to or part of any private road caused by lot preparation, site work on any lot or construction or delivery made to a site or a home (before, during or after initial construction) shall be the responsibility of that lot or home owner. James A. Folkner, or his heirs and assigns, reserves the right to assess and place a lien upon any property for the payment of damages for the damage. The determination of the cost of repair is solely within the discretion of James A. Folkner, or his heirs and assigns. James A. Folkner, or his heirs and assigns, may form a homeowners' association ("HOA") to deal with road up-keep, landscaping, and maintenance of any private road.
4. Any owner(s) of a lot located on a private road within Falling Water Heights who did not pay one-half (1/2) of the estimated road improvement costs as determined by James A. Folkner, or his heirs and assigns, prior to closing, shall pay one-half (1/2) of the estimated road improvement cost as determined by James A. Folkner, or his heirs and assigns, prior to lot preparation, site preparation or construction begins.
5. Any earth work or excavation that requires a cut to be over three (3) feet shall be engineered by a civil engineer.



6. As to all lots unsold at the time of the recording of this Seventh Amendment, the minimum square footage for each residence is increased from 2,400 square feet as provided for in the Fifth Amendment to 2,700 square feet. Not less than 1,500 square feet of the 2,700 square feet minimum shall be on one floor.

Except as previously and hereby amended, said restrictive covenants remain in full force and effect.


This the 15<sup>th</sup> day of December, 2023.

  
James A. Folkner

STATE OF TENNESSEE  
COUNTY OF HAMILTON

Before me, the undersigned Notary Public of the state and county aforesaid, personally appeared James A. Folkner, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged that he executed the foregoing instrument on his own free act and deed.

Witness my hand this 15<sup>th</sup> day of December, 2023.

  
Notary Public  
Date of Expiration of Commission: 1/14/25

