

**AMENDMENTS TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CLEVELAND HALL
AND BYLAWS OF CLEVELAND HALL HOMEOWNERS ASSOCIATION, INC.**

These amendments to the Declaration of Covenants, Conditions and Restrictions, and to the Bylaws of Cleveland Hall Homeowners Association, Inc. (the "Amendment") are made this 20 day of December, 2007 by Cleveland Hall, LLC, a Tennessee limited liability company, (the "Declarant" herein).

WHEREAS,

Declarant owns property listed on Exhibit C of the Declaration of Covenants, Conditions and Restrictions for Cleveland Hall, of record in Book 11725, Page 76 of the Register's Office for Davidson County, Tennessee ; and,

WHEREAS, under Article II, Paragraph 3 and under Article XII, Section 2 of the said Declaration of Covenants, Conditions and Restrictions, the declarant is a Class B member, as defined in Article III, Section 2, the Class "B" control period not having expired and;

WHEREAS, it is the wish of the developer and Class "B" member to amend the present and existing Declaration of Covenants, Conditions and Restrictions for Cleveland Hall, and companion Bylaws of record in Book 11725, page 76, Register's Office for Davidson County, Tennessee, as amended by Instrument #20060113-0005680, and Instrument #20051202-0144894, and Instrument #20050307-0024504, of the Register's Office for Davidson County, Tennessee;

NOW, THEREFORE, the declarant does hereby make, modify and amend the aforesaid Declaration of Covenants, Conditions and Restrictions ("Covenants") and Bylaws of Cleveland Hall Homeowners Association, Inc. ("Bylaws") as follows:

Covenants Article IX, Section 8, Capitalization of Association by striking and omitting Section 8 in its entirety and inserting the following:

Davidson County
Recvd: 12/20/07 12:36
Fees:42.00 Taxes:0.00
REST
8 pgs
20071220-0146113

"Section 8. Capitalization of Association. Upon acquisition of record title to a Lot by the first purchaser thereof other than the Declarant or an Owner who purchases solely for the purposes of constructing a dwelling thereon for resale or a homeowner who sells an existing home, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in meeting unforeseen expenditures, purchasing equipment deemed necessary or desirable, or otherwise covering operating expenses properly incurred by the Association. Such contributions shall not be considered an advance payment of regular assessments."

Covenants Article X, Section 4, Obligation to Construct and Option to Repurchase by striking and omitting Section 4 in its entirety and inserting the following:

"Section 4. Obligation to Construct and Option to Repurchase. Following the closing of the purchase of a Lot from the Declarant, the Owner of such Lot shall

commence and complete construction of a residence on such Lot within three (3) years from the date of the closing of the purchase of the Lot from the Declarant. Such construction shall be in accordance with the proposals, plans, specifications and/or drawings therefor that have been approved by the ARC. The issuance or non-issuance, as the case may be, and the date of a certificate of use and occupancy or similar governmental approval for such residence by the appropriate governmental authority shall be conclusive in determining whether or not the construction of such residence has been completed within the period of time prescribed above; however, it shall not be conclusive in determining whether or not the construction of such residence has been completed in accordance with the proposals, plans, specifications and/or drawings therefore that have been approved by the ARC. In the event the Owner of a Lot has not completed construction of a residence on such Lot within three (3) years from the date of the closing of the purchase of such Lot from the Declarant, the Declarant shall have the option to purchase such Lot from such Owner for an amount equal to the purchase price paid to the Declarant for such Lot. In order to exercise the option to purchase the subject Lot from the Owner thereof, the Declarant must provide such Owner with written notice of such exercise within six (6) months from the expiration of three (3) years from the date of the closing of the purchase of such Lot from the Declarant. The closing of the purchase of the subject Lot by the Declarant from the Owner thereof shall be consummated within thirty (30) days from the date upon which the Declarant provides the Owner with notice that the Declarant is exercising its option to purchase the subject Lot. The conveyance of the subject Lot from the Owner thereof to the Declarant shall be made by a general warranty deed in form and substance reasonably acceptable to the Declarant, which shall be subject only to those matters listed as exceptions or encumbrances in the deed to such Lot from the Declarant to the initial purchaser of such Lot, regardless of the fact that the current Owner of the subject Lot may not have been the initial purchaser of such Lot. The foregoing notwithstanding, the general warranty deed to the subject Lot from the Owner thereof to the Declarant shall not list as an exception thereto the real property taxes on such Lot for the year in which such Lot was conveyed from the Declarant to the initial purchaser of such Lot. Instead, such general warranty deed shall list as an exception thereto real property taxes on such Lot for the year in which such Lot is conveyed from the Owner thereof to the Declarant unless such real property taxes have already been paid. In any event, the real property taxes on the subject Lot for the year which such Lot is conveyed from the Owner thereof to the Declarant shall be prorated between the Owner and the Declarant as of the date of the closing of the purchase of such Lot by the Declarant from the Owner thereof, and all unpaid real property taxes on the subject Lot for prior years shall be satisfied by the Owner of the subject Lot prior to the closing. The obligation to commence and complete construction contained in this Section shall not apply to an Owner who has been designated as the Declarant pursuant to Article I, Section 9, of this Declaration, nor shall it apply to an Owner who has purchased a lot next to the Owner's primary residence for the purpose of an extended yard."

Covenants Article XI, Section 8, Clotheslines, Garbage Cans, Tanks, Etc. by striking and omitting Section 8 in its entirety and inserting the following:

“Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of the front of the Lot. All rubbish, trash and garbage shall be regularly removed from Lot and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any Lot.”

Covenants Article XI, Section 19, Lighting by striking and omitting Section 19 in its entirety and inserting the following:

“Section 19. Lighting. Except for seasonal Christmas/holiday decorative lights, which may be used between the day after Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article X of this Declaration.”

Bylaws Article II, Section 5, Notice of Meetings by striking and omitting the first paragraph and inserting the following:

“Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) days nor more than two (2) months before the date of such meeting, by or at the direction of the President or the Secretary or the officers or person calling the meeting.”

Bylaws Article III, A. Composition and Selection. Section 5, Election and Term of Office by striking the last paragraph and inserting the following:

“Directors shall be elected to serve for the following terms: two directors for a term of three (3) years; two directors for a term of two (2) years; and one director for a term of one (1) year. The members of the Board shall hold office until their respective successors shall have been elected by the Association. Directors may not be elected to serve more than two consecutive terms.”

Bylaws Article III, C. Powers and Duties. Section 16. Powers, (f), by striking and inserting the following:

“(f) making and amending rules and regulations as well as assessing fines for violations;”

IN WITNESS WHEREOF, the declarant has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Cleveland Hall on this 20 day of December, 2007.

CLEVELAND HALL, LLC

By: 

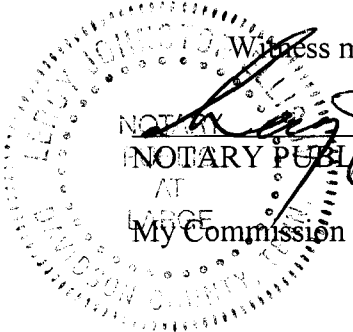
Title: Chief Manager

[ACKNOWLEDGMENT ON FOLLOWING PAGE]

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, L. J. Ellis IV a Notary Public in the State and County aforesaid, Allen Bryan, with whom I am personally acquainted or who proved to me on the basis of satisfactory evidence, and who acknowledged that he is the Chief Manager of Cleveland Hall, LLC, a duly authorized officer of that company, and who acknowledged that he executed the foregoing instrument for the purposes therein contained on behalf of Cleveland Hall, LLC by signing his name as such officer.

Witness my hand and official seal, this 20 day of Dec, 2007.



NOTARY PUBLIC
AT
LARGE
My Commission Expires: 3.22.2008

My Commission expires MAR. 22, 2008

This Document prepared by:
Johnny Ellis, IV, Attorney
2217 Old Hickory, Blvd.
Old Hickory, TN. 37138

(615) 847-2000
www.ljelaw.com

Exhibit "A"

Land in the Second Civil District of Metropolitan Nashville, Davidson County, Tennessee, being more fully described as follows:

Tract One:

Beginning at an existing iron pin at the intersection of the westerly right-of-way line of the Nashville and Eastern Railroad (100 feet wide) and the northerly line of Hadley's Bend City, a subdivision, of record in Plat Book 421, Page 120, Register's Office for Davidson, County, Tennessee; thence, with the common line of said subdivision, along a fence, N 59° 48' 08" W, 488.98 feet to a fence corner; thence, continuing with said subdivision and fence line, S 28° 35' 30" W, 197.53 feet to a fence corner; thence N44° 25' 43"-W, 344.1-7 feet to-an existing iron pin;-thence, N-63° 35' 21"-W, 17.81 feet to an existing iron pin; thence, N 59° 10' 39" W, 200.06 feet to a fence corner; thence, N 31 ° 55' 10" E, 280.33 feet to an existing iron pin at a tree; thence N 31° 55' 10" E, 116.39 feet to an iron pin set; thence, continuing with the common line of said subdivision and fence line, the following calls:

N 61° 44' 47" W, 56.88 feet to a fence post; thence,
N 76° 51' 25" W, 146.88 feet to an iron pin set; thence,
N 77 0 47' 15" W, 111.09 feet to an iron pin set; thence,
N 77° 50' 45" W, 131.95 feet to an iron pin set; thence,
N 76° 45' 10" W, 123.41 feet to an iron pin set; thence,
N 770 36' 40" W, 105.96 feet to an iron pin set; thence,
N 77° 44' 51" W, 104.50 feet to an iron pin set; thence,
N 77° 56' 52" W, 103.50 feet to an iron pin set; thence,
N 77° 51' 15" W, 109.01 feet to an iron pin set; thence,
N 77° 49' 08" W, 188.52 feet to an iron pin set; thence,
N 81° 50' 37" W, 14.77 feet to an iron pin set; thence,
N 77° 44' 59" W, 74.23 feet to an iron pin set; thence,
N 78° 04' 16" W, 96.03 feet to an iron pin set; thence,
N 81 ° 52' 56" W, 8.55 feet to an iron pin set; thence,
N 78° 39' 19" W, 71.20 feet to an iron pin set; thence,
N 76° 39' 16" W, 17.55 feet to an iron pin set; thence,
N 78° 29' 10" W, 81.80 feet to an iron pin set; thence,
N 78° 16' 59" W, 146.30 feet to an existing iron pin, said pin being the southwest corner of the herein described tract and a corner to property conveyed to Hermitage Golf Course, Inc., of record in Book 8331, Page 575, Register's Office for Davidson County, Tennessee, formerly the R.L. Danner property; thence,

With the easterly line of said property, N 04° 52' 10" E, 1261.58 feet to an existing iron pin; thence, with the southerly line of Hermitage Golf Course, Inc., property, formerly an ingress and egress easement, S 89° 00' 11" E, 925.00 feet to an iron pin set; thence, a new line S 00° 59' 49" W, 325.00 feet to an iron pin set; thence, a new line S 38° 48' 31" E, 781.02 feet to an iron pin set; thence, a new line S 58° 32' 59".E, 907.45 feet to an iron pin set in the westerly right-of-way line of the Nashville and Eastern Railroad; thence, with said right-of-way line S 00° 11' 00" W, 286.45 feet to an iron pin set; thence, continuing with said right of way line, S 09° 55' 08" E, 573.47 feet to an iron pin set; thence, S 18° 57' 21" E, 155.24 feet to the point of beginning, containing 2,575,003 square feet or 59.114 acres, more or less.

Being the same property intended to be conveyed to Cleveland Hall Associates, Ltd., by deed of record in Book 7441, Page 160, Register's Office for Davidson County, Tennessee, and by deed of record in Book 7442, Page 944, Register's Office for Davidson County, Tennessee.

Tract Two:

Beginning at a point in the westerly right-of-way line of Old Hickory Boulevard that is N 8° 26' 40" E, 513.54 feet from an existing iron pin in the southeasterly corner of the William Stokley Donelson III property of record in Book 9215, Page 744, Register's Office for Davidson County, Tennessee; thence,

1. Leaving the westerly right-of-way line of 010 Hickory Boulevard in a northerly and westerly direction with a 25-foot radius curve to the left, a distance of 39.27 feet, said curve has a chord bearing and distance of N 36° 33' 20" W, 35.36 feet; thence,
2. N 81° 33' 20" W, 50.00 feet; thence,
3. With an 806.99-foot radius curve to the right, 202.65 feet, said curve has a chord bearing and distance of N 74° 21' 42" W, 202.11 feet; thence,
4. With a 746.99-foot radius curve to the left, 187.58 feet to a point in the easterly right-of-way line of Nashville and Eastern Railroad, said curve has a chord bearing and distance of N 74° 21' 42" W, 187.09 feet; thence,
5. With said easterly right-of-way line N 09° 55' 08" W, 63.22 feet; thence,
6. Leaving said easterly right-of-way line S 81° 33' 20" E, 19.92 feet; thence,
7. With an 806.99-foot radius curve to the right 202.65 feet, said curve has a chord bearing and distance of S 74° 21' 42" E, 202.11 feet; thence,
8. With a 746.99-foot radius curve to the left, 187.58 feet, said curve has a chord bearing and distance of S 74° 21' 42" E, 187.09 feet; thence,
9. S 81° 33' 20" E, 50.00 feet; thence,
10. With a 25-foot radius curve to the left, 39.27 feet to a point in the westerly right-of-way line of Old Hickory Boulevard, said curve has a chord bearing and distance of N 53° 26' 40" E, 35.36 feet; thence,
11. With said westerly right-of-way line, S 8° 26' 40" W, 110.00 feet to the point of beginning and containing 28,780 square feet or 0.661 acres, more or less.

Being the same property conveyed to Cleveland Hall Associates, Ltd., by deed of record in Book 7844, Page 253, Register's Office for Davidson County, Tennessee.

Tract Three:

A parcel of land in the Second Civil District of Metropolitan Nashville and Davidson County, Tennessee, that is more particularly described according to a survey prepared by Ragan-Smith Murphy and Associates, Inc., 315 Woodland Street, Nashville, Tennessee 37206, License #737 as follows:

Beginning at an iron pin set in the westerly right of way line of Nashville and Eastern Railroad, said point being the northeasterly corner of Cleveland Hall Associates, Ltd., property of record in Book 7441, Page 160, Register's Office for Davidson County, Tennessee, and in Book 7442, Page 944, Register's Office for Davidson County, Tennessee, and the southeasterly corner of John Donelson, et al., property of record in Book 6292, Page 654, Register's Office for Davidson County, Tennessee, and proceeding as follows:

1. With the common line of Donelson and Cleveland Hall Associates, Ltd., North 58° 32' 52" West, 907.45 feet to an iron pin set; thence,
2. North 38° 48' 31" West, 781.02 feet to an iron pin set; thence,
3. North 0° 59' 49" East, 325.00 feet to an iron pin set in the southerly line of property conveyed to Hermitage Golf Course of record in Book 8331, Page 575, Register's Office for Davidson County, Tennessee, formerly an ingress and egress easement; thence,
4. With said southerly line, South 89° 00' 11" East, 680.81 feet to an existing iron pin; thence,
5. North 81° 01' 11" East, 589.20 feet to an existing iron pin on the westerly right-of-way line of the Nashville and Eastern Railroad; thence,
6. With said westerly line, South 0° 11' 00" West, 1487.24 feet to the point of beginning and containing 1,232,035 square feet or 28.284 acres, more or less.

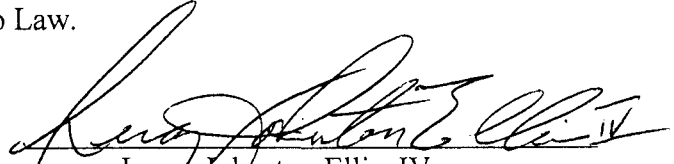
Being the same property intended to be conveyed to Cleveland Hall Associates, Ltd., by deed of record in Book 8177, Page 482, Register's Office for Davidson County, Tennessee.

Included within the description of the afore-described properties but expressly excluded from the real property described on this Exhibit C is all of the real property shown on the plat of Phase One Cleveland Hall, as recorded in Plat Book 11700, Page 51, Register's Office for Davidson County, Tennessee.

The foregoing property described on this Exhibit C being a portion of the property conveyed to Cleveland Hall, LLC by Successor Trustee's Special Warranty Deed of Correction of record at Book 11714, Page 126, Register's Office for Davidson County, Tennessee.

CERTIFICATE of AUTHENTICITY

I, **Leroy Johnston Ellis, IV** do hereby make oath that I am an Attorney licensed in the State of Tennessee, Bar # 017968, and custodian of the Electronic version of the attached document tendered for registration herewith and that this is a True and Correct copy of the original Document executed and authenticated according to Law.

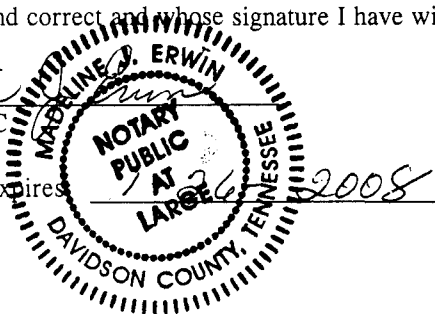

Leroy Johnston Ellis, IV,
Attorney at Law, BPR #17968

STATE OF TENNESSEE }
COUNTY OF DAVIDSON }

Before me, Madeline J. Erwin the undersigned, a notary public in the state of Tennessee, personally appeared Leroy Johnston Ellis, IV, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that this certification of an electronic document is true and correct and whose signature I have witnessed.

Madeline J. Erwin
NOTARY PUBLIC

My Commission Expires



This Certificate Prepared by:
Leroy, J. (Johnny) Ellis, IV
2217 Old Hickory Blvd.
Old Hickory, TN. 37138
(615) 847-2000

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