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Prepared by:

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FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FATHERLAND COURT AT MARTIN CORNER OF RECORD AS INSTRUMENT NUMBER 20050628-0074027

This First Amendment to Declaration of Covenants, Conditions and Restrictions as referenced above, is made on this _____ day of September, 2005, by MARTIN CORNER, G. P., a Tennessee General Partnership, hereinafter referred to as "Declarant" for the purpose of amending and correcting portions of the original recorded document. The Amendments are as follows:

1. Paragraph 5, Private Elements is hereby amended by deleting Section 2, and substituting in lieu thereof Section 2 as set forth below:

"Section 2: Boundaries of each Private Element. The Boundaries of each Unit are shown and depicted on the Plat referenced above, including the porches for each Unit."

2. Paragraph 5, Private Elements is hereby amended by deleting Section 4, thereof, and substituting in lieu the following:

"Section 4: Easements over the Private Elements. It is the purpose of this Declaration to grant to the Fire Department of the Metropolitan Government of Nashville and Davidson County, Tennessee, access to each of the single family units in the Planned Unit Development from a paved access road."

3. Paragraph 6, Sub-Section D, is hereby amended by deleting the reference therein to 168 Lots and substituting in lieu thereof, 8 Lots.

4. Paragraph 17, Lease and Transfer of a Lot to Association is hereby deleted in its entirety and the following is substituted in lieu thereof.

"Section 17: Transfer of a Lot: Notice to Association."

(A) Notice of a Transfer of Lot. Whenever a Lot owner shall sell, give, or otherwise transfer his Lot, or any interest therein, such Lot owner shall give the Association written notice within thirty (30) days (before or after closing) of the transfer, which notice shall briefly described the transfer and shall state the name and address of the Transferee. Also, the Lot owner must provide the Association with a copy of the fully executed closing statement or a copy of the recorded Deed for said Lot.

(B) Miscellaneous.

(1) All Notices referred to or required under this paragraph shall be given in writing to the Board of Managers or the management company.

(2) The Board may adopt rules and regulations from time to time, not inconsistent with the provisions of this paragraph for the purpose of implementing and effectuating such provisions.
(3) If any transfer of a Lot is made or attempted without complying with the provisions of this paragraph, such transfer shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

5. There is hereby added to the Table of Contents a new Section 23, which is to be captioned as follows:

"23. Assigned Parking Spaces.

6. There is hereby added the following new paragraph 23 which reads as follows:

"23. Assigned Parking Spaces. Each Unit Owner shall have the exclusive use of two (2) parking spaces in the covered parking area at the rear of the development. The assignment of each such unit shall be made by the Declarant at the time of sale or by the Board of Managers at any time in the future. The Association shall have exclusive control for the assignment of such spaces and shall exercise such authority for the best interest of the unit owners as well as any special needs of a unit owner."

7. All other terms and conditions of the original Declaration of Covenants, Conditions and Restrictions previously recorded, shall remain in full force and effect except as modified herein.

IN WITNESS WHEREOF, this document is executed on the day and date first above written for the purposes herein contained.

DECLARANT

MARTIN CORNER, A Tennessee General Partnership

By: MARTIN CORNER, LLC, Partner

By: ~~G. WHITNEY KEMPER~~ Mark Sanders
Chief Manager

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, Whitney Kemper, a Notary Public in and for the State and County aforesaid, personally appeared ~~G. WHITNEY KEMPER~~, Chief Mark Sowell Manager of MARTIN CORNER, LLC, a General Partner of MARTIN CORNER, a Tennessee General Partnership, with whom I am personally acquainted, and who, upon oath acknowledged himself to be the Chief Manager of MARTIN CORNER, LLC, a General Partner of MARTIN CORNER, G. P., and that he as such Chief Manager and Partner of MARTIN CORNER, G. P., and that he as such Chief Manager and Partner, executed the foregoing instrument on behalf of MARTIN CORNER, a Tennessee General Partnership, by signing the name of MARTIN CORNER, LLC, by him as its Chief Manager.

WITNESS my hand and official seal, this 12 day of ~~September~~ October 2005, at Nashville, Tennessee.

NOTARY PUBLIC

My Commission Expires: 10.28.08

WHITNEY KEMPER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY