BILL GARRETT, Davidson County
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Fees:32.00 Taxes:0.00
20130125-0008275

THIS INSTRUMENT PREPARED BY:
Rudy Title and Escrow, LLC
2012 21st Avenue South
Nashville, TN 37212
(615) 383-2903

AMENDMENT NO. 3
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE CHESTERFIELD

Chesterfield Cottages, LLC, a Tennessee limited liability company (hereinafter referred to as the "Developer"), pursuant to the provisions of Tennessee Code Annotated § 66-27-101 et seq. under the Tennessee Horizontal Property Act (the "Act") for the purpose of amending the previously filed Declaration of Covenants, Conditions and Restrictions for The Chesterfield of record in Instrument No. 20120627-0056191 in the Register's Office for Davidson County, Tennessee, as amended by Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions for The Chesterfield of record in Instrument No. 20121025-0098031 in the Register's Office for Davidson County, Tennessee, and as further amended by Amendment No. 2 to Declaration of Covenants, Conditions and Restrictions for The Chesterfield of record in Instrument No. 20121227-0119329 in the Register's Office for Davidson County, Tennessee (hereinafter collectively referred to as the "Declaration"), does hereby declare as follows:

WITNESSETH

WHEREAS, Developer heretofore submitted a certain tract or parcel of land (the "Property") in Davidson County, Tennessee to the Act pursuant to the Declaration; and

WHEREAS, defined terms used in the Declaration and not otherwise defined herein shall have the same meanings ascribed to them in this Amendment No. 3; and

WHEREAS, the section, paragraph and Exhibit designations in the Declaration shall be used to reference the amendments thereto hereinafter described; and

WHEREAS, the Developer has the right to amend the Plat and the Declaration pursuant to Sections 19 and 25 of the Declaration; and

WHEREAS, the Developer Control Period has not expired and no Cottage has yet been conveyed to any Owner other than the Developer; and

WHEREAS, the Developer desires to replace the Plats attached to the Declaration as **Exhibit C** in order to amend the name and description of certain streets referenced therein; and

WHEREAS, the Developer desires to amend the Developer Control Period as defined in Section 1 of the Declaration; and

WHEREAS, the Developer further desires to revise the Ownership Percentages attached to the Declaration as **Exhibit D** in order to give each Cottage Owner an equal percentage of ownership therein;

NOW THEREFORE, the Developer does hereby amend and supplement the Declaration as follows:

1. The Plats attached to the Declaration as **Exhibit C** are hereby amended by substituting therefore the attached **Exhibit C**. This **Exhibit C** voids, vacates and supersedes any previous **Exhibit C**.

2. The definition of Developer Control Period as it appears in Section 1(i) of Definitions in the Declaration is hereby replaced in its entirety with the following:

EXHIBIT D

Ownership Percentages

UNIT NUMBER	OWNERSHIP PERCENTAGE
1	2.3255%
2	2.3255%
3	2.3255%
4	2.3255%
5	2.3255%
6	2.3255%
7	2.3255%
8	2.3255%
9	2.3255%
10	2.3255%
11	2.3255%
12	2.3255%
13	2.3255%
14	2.3255%
15	2.3255%
16	2.3255%
17	2.3255%
18	2.3255%
19	2.3255%
20	2.3255%
21	2.3255%
22	2.3255%
23	2.3255%
24	2.3255%
25	2.3255%
26	2.3255%
27	2.3255%
28	2.3255%
29	2.3255%
30	2.3255%
31	2.3255%
32	2.3255%
33	2.3255%
34	2.3255%
35	2.3255%
36	2.3255%
37	2.3255%
38	2.3255%
39	2.3255%
40	2.3255%
41	2.3255%
42	2.3255%
43	2.3255%
TOTAL:	**100%**

(i) "Developer Control Period" means the period commencing on the date set forth above, and expiring on the date which is the earlier of (i) one hundred twenty (120) days after the date by which ninety-five percent (95%) of the Cottages have been conveyed to Owners other than the initial Developer or a successor Developer, or (ii) five (5) years after the first conveyance of a Cottage to a purchaser other than the initial Developer or a successor Developer.

3. The schedule attached to the Declaration as **Exhibit D** is hereby amended by substituting therefore the attached **Exhibit D**. This **Exhibit D** voids, vacates and supersedes any previous **Exhibit D**.

Except as expressly modified hereby, all terms and provisions of the Declaration shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused the foregoing Amendment No. 3 to the Declaration of Covenants, Conditions and Restrictions for The Chesterfield to be executed and delivered by its duly authorized officer on this the 24 day of January, 2013.

CHESTERFIELD COTTAGES, LLC:

By: _____
Mark Deutschmann, President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Mark Deutschmann, 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 President of Chesterfield Cottages, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

Witness my hand and official seal, this the 24 day of January, 2013.

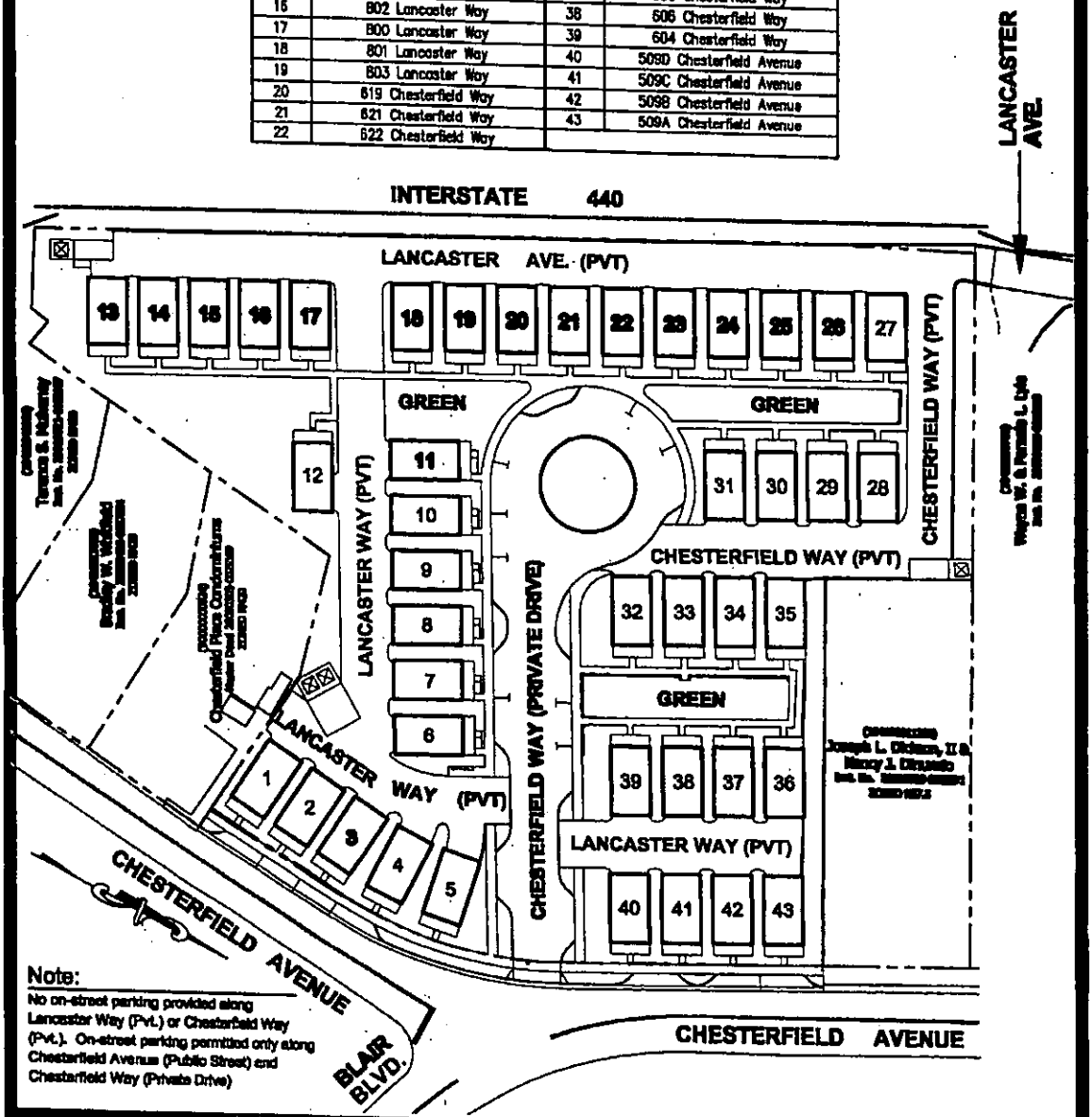
_____
Notary Public

My Commission Expires: **My Commission Expires: May 5, 2015**

JENNIFER L. GARRETT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT C
Plat C1.0

UNIT/ADDRESS SCHEDULE			
UNIT NO.	STREET ADDRESS	UNIT NO.	STREET ADDRESS
1	511E Chesterfield Avenue	23	620 Chesterfield Way
2	511D Chesterfield Avenue	24	707 Chesterfield Way
3	511C Chesterfield Avenue	25	705 Chesterfield Way
4	511B Chesterfield Avenue	26	703 Chesterfield Way
5	511A Chesterfield Avenue	27	701 Chesterfield Way
6	605 Chesterfield Way	28	715 Chesterfield Way
7	607 Chesterfield Way	29	713 Chesterfield Way
8	609 Chesterfield Way	30	711 Chesterfield Way
9	611 Chesterfield Way	31	709 Chesterfield Way
10	613 Chesterfield Way	32	618 Chesterfield Way
11	615 Chesterfield Way	33	616 Chesterfield Way
12	810 Lancaster Way	34	614 Chesterfield Way
13	808 Lancaster Way	35	612 Chesterfield Way
14	806 Lancaster Way	36	610 Chesterfield Way
15	804 Lancaster Way	37	608 Chesterfield Way
16	802 Lancaster Way	38	606 Chesterfield Way
17	800 Lancaster Way	39	604 Chesterfield Way
18	801 Lancaster Way	40	509D Chesterfield Avenue
19	803 Lancaster Way	41	509C Chesterfield Avenue
20	619 Chesterfield Way	42	509B Chesterfield Avenue
21	621 Chesterfield Way	43	509A Chesterfield Avenue
22	622 Chesterfield Way		



Note:
No on-street parking provided along Lancaster Way (Pvt.) or Chesterfield Way (Pvt.). On-street parking permitted only along Chesterfield Avenue (Public Street) and Chesterfield Way (Private Drive)

EXHIBIT "B" - SITE PLAN

The Chesterfield

18th COUNCILMATIC DISTRICT - NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DATE: January 23, 2013

60' 0' 60' 120'
SCALE IN FEET

Wamble & Associates, PLLC
40 Middleton St. Nashville, Tennessee 37210
Telephone (615)251-8555 Fax (615)251-8004
Civil Engineering • Land Surveying

EXHIBIT C
Plat C2.0

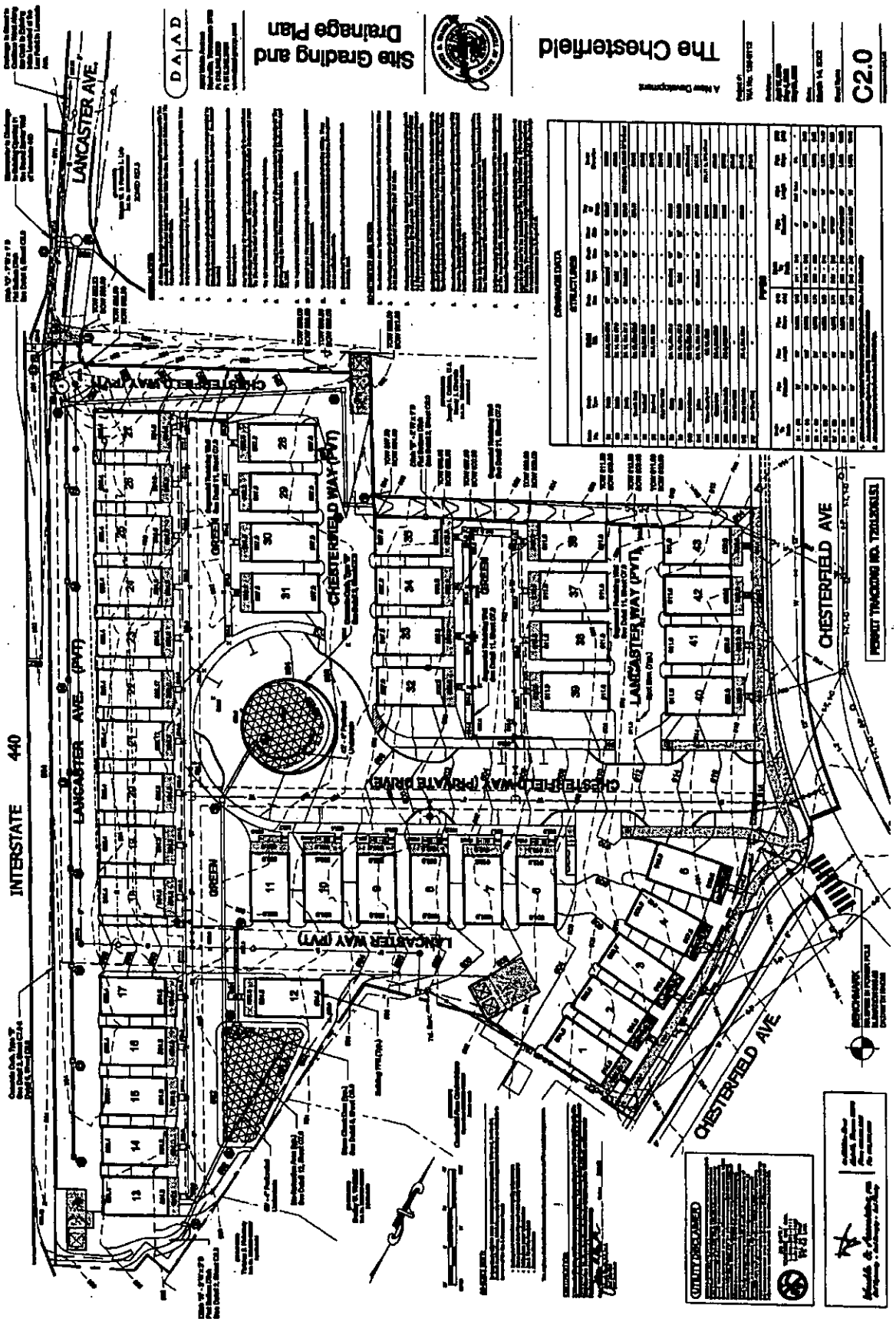


EXHIBIT C
Plat C3.0

