

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS FOR SOMMERSBY**

WHEREAS, by instrument dated August 3, 2007, Sommersby, LLC, a Tennessee Limited Liability Company (hereinafter referred to as "Declarant") executed that certain Declaration of Protective Covenants, Conditions, and Restrictions for Sommersby of record in Record Book 772, Page 3199, in the Register's Office for Rutherford County, Tennessee, and all further amendments thereto (as amended, the "Declaration"); and

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

WHEREAS, pursuant to Article XIII, Section 2 of the Covenants, Declarant has the right to amend the Declaration, without joinder of any Owner, for a period of fifteen (15) years from the date of the execution of the Declaration.

NOW, THEREFORE, the Declaration of Protective Covenants, Conditions, and Restrictions referenced above are amended as follows:

1. Article V, Section 1(b) is amended by replacing the prior paragraph in its entirety with the following paragraph:

(b) Working Capital Assessments. No Working Capital Assessments shall initially be due. However, the Association's Board reserves the right to assess a working capital assessment on each purchaser of a house in an amount not to exceed \$750.00 upon the purchase of any completed house within Sommersby (Said assessment shall be referenced as the "Working Capital Assessment"). Prior to the implementation of a Working Capital Assessment, an amendment and notice of said Working Capital Assessment must be recorded in the Register's Office of Rutherford County, Tennessee and provided to all Members. There currently is no Working Capital Assessment due, and none will be due in the absence of a

house and remitted to the Association. Said Working Capital Assessment shall also be due from the Purchaser of a home when a home is resold, and also collected at closing. The amount of the Working Capital Assessment may be modified by the Declarant at any time while Declarant owns at least two lots in Sommersby. Thereafter, said Working Capital Assessment may only be modified by at least two-thirds (2/3) of the Votes entitled to be cast by the Members of the Association, (both Class A and Class B) at a duly called meeting of the Association at which a quorum is present.

2. Article III, Section 5 is amended to add the following in subsection (c):

(c) When sixty (60%) of the lots in the subdivision have been sold to homeowners, an advisory board to the Board of Directors of three individuals shall be established by appointment by the Developer to advise the Board of Directors with regard to the Association. The Board of Directors shall not be bound by the Advisory Board.

3. Article V, Section 1(a) is amended by replacing the same in its entirety with the following:

(a) Annual Assessments. The Board shall have the power and authority to levy annual assessments against the Lots within the Development. Annual Assessments shall be used to provide funds for such purposes as the Board shall determine to be for the benefit of the Development, including, without limitation, the improvement, maintenance, operation and security of the Development and Common Areas, payment of taxes and insurance thereon, payment of utility bills thereon (including water for sprinkler systems) including the repayment of any loans or advances from the Developer. The Board shall fix the amount of Annual Assessment each year by preparing an annual budget for the services to be

the Annual Assessment at the closing of the lot for lots except for the Developer who is exempt from assessments as provided in Article V, paragraph 4 herein below. The initial assessments are set at fifteen dollars (\$15.00) per lot per year. The Board reserves the right to modify the same as provided herein.

4. Except as specifically amended hereinabove, the Covenants shall remain in full force and unaffected by this Amendment.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 16 day of October, 2009.

SOMMERSBY, LLC

By: Jerry Benefield
Title: member Secretary

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Jerry Benefield, with whom I am personally acquainted and who upon his oath acknowledged himself to be the Secretary of Sommersby, LLC the within named bargainor, a Tennessee limited liability company, and that Jerry Benefield, as such Secretary, being authorized to do so, execute the foregoing instrument for the purpose therein named by signing the name of the limited liability company as such Secretary.

WITNESS MY HAND and official seal at my office on this the 16 day of October, 2009.



Elaine Clifton
NOTARY PUBLIC

Commission expires: 6-17-13