

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS & RESTRICTIONS
SOMMERSBY

This Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Sommersby is executed by, Sommersby LLC ("Declarant"), this 8 day of May, 2008.

Record Book
842 Pg 2802

WITNESSETH

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, as Amended in Record Book 796, page 3771, in the Register's Office for Rutherford County, Tennessee; and

WHEREAS, the Declarant, desires to amend the Declaration of Protective Covenants, Conditions & Restrictions for Sommersby as hereinafter set forth; and

WHEREAS, pursuant to Article XIII of the Declaration of Protective Covenants, Conditions & Restrictions for Sommersby, Declarant has the right to amend the Declaration of Protective Covenants, Conditions & Restrictions unilaterally by the Declarant, without joinder of any Owner, for a period of fifteen (15) years from the date hereof or so long as Developer owns any lot within the Development, whichever is longer.

NOW, THEREFORE, the Declarant hereby amends the Declaration of Protective Covenants, Conditions & Restrictions as follows:

1. Article VII, Section 1 (h) is amended by replacing the prior provision in its entirety with the following:

"h. Satellite dishes and antennae may not exceed thirty-nine inches (39") in diameter and can only be mounted to the rear of any house so that the satellite dish is not visible from the front of the house. The placement of any

2. Article VII, Section 1 (f) is amended by replacing the prior provision in its entirety with the following:

"f. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected on any Lot. Any and all equipment, woodpiles, refuge or storage piles on any lot, whether temporary or permanent, shall be walled in to conceal the same from the view of neighboring Lots, roads, or Common Areas, with the plans for any such concealing walls being approved by the Committee."

2. Except as specifically amended hereinabove, all other provisions remain unchanged.

3. MainStreet Homes, LLC and Blue Sky Construction, Inc. join in the execution of this instrument for the purpose of consenting to the above-referenced amendment as it pertains to any lots owned by said entities.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 8 day of May, 2008.

SOMMERSBY, LLC

By: Jerry Benefield

Title: Manager

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 him self to be the Chief Manager of Sommersby, LLC the within named bargainor, a Tennessee limited liability company, and that Jerry Benefield, as such Chief Manager, 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 Chief Manager.

WITNESS MY HAND and official seal at my office on this the 8 day of May, 2008.

Sandra L. England
NOTARY PUBLIC

My commission expires: 11/21/2010

