

This Instrument Prepared By:  
Cope, Hudson, Scarlett, Reed  
& McCreary, PLLC  
16 Public Square North  
Murfreesboro, TN 37130  
From Information furnished by  
the party

Record Book  
796 Pg 3771

**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"), MainStreet Homes, LLC, and Blue Sky Construction, Inc. this 5 day of November, 2007.

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, 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 I, Section 6 is amended by replacing the prior provision in its entirety with the following:

"6. "Common Areas" shall mean and refer to all facilities within the Development used in common by the Owners, including without limitation, all roads, footpaths, bicycle paths, jogging trails, recreational facilities, gates,

boundary walls and fences, pool, cabana, median areas, landscaping, entranceway signs, and sign easement areas, and any areas lying within or adjacent to the roads which are desirable for the Association to maintain and landscape. The Common Areas may be owned by the Association in fee or for a term of years, but for the non-exclusive use, benefit and enjoyment of the owners subject to the provisions of this Declaration, and will be shown as Common Areas on the Plats of the Development placed of record now or in the future."

2. Article VIII, Section 3 is amended by replacing the prior provision in its entirety with the following:

"3. Easements Over Common Areas and Maintenance of Easement Areas. The Plat designates certain areas for roads, utilities, drainage, Common Areas, and recreational areas. The easements so designated on the Plat encumber the Lots as shown on the Plat and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all owners in the Development and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners of said easements. However, use of the easements and Common Areas shall be subject to and governed by provision of this Declaration and the by-laws, rules and regulations of the Association. The landscaping and sign easements referenced on the plat for the Development are for the common benefit of the Association. The sign easement shall be for the purpose of the Association maintaining an entranceway sign and monumentation for the Development. The sign easement may be utilized for landscaping, irrigation, and lighting in addition to monumentation. The Association shall be required to perpetually maintain the sign, said sign easement, and the amenities associated with the sign monumentation therein. The landscaping easements shall be utilized by the Association for the installation of landscaping of a generally uniform design throughout the Development. The Association is permitted to install irrigation systems within the landscaping easement, but is not required to do so. The landscaping easement areas shall be perpetually maintained by the Association."

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 5 day of November, 2007.

SOMMERSBY, LLC  
By: [Signature]

Print Name: Bob Parks

Title: Chief Manager

BLUE SKY CONSTRUCTION,  
INC.

By: [Signature]

Print Name: Howard Larson

Title: President

For MainStreet Homes, LLC's execution,  
please see attached page.

STATE OF TENNESSEE )  
COUNTY OF RUTHERFORD )

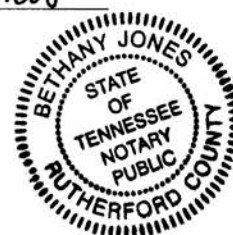
Before me, the undersigned, a notary public within and for the State and  
county aforesaid, personally appeared Bob Parks, with whom I am  
personally acquainted and who upon his oath acknowledged him self to be  
the Chief Manager of Sommersby, LLC the within named bargainor, a Tennessee  
limited liability company, and that he, 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 5<sup>th</sup>  
day of November, 2007.

Bethany Jones  
NOTARY PUBLIC

My commission expires: 8-16-09

(Notary continued on next page)

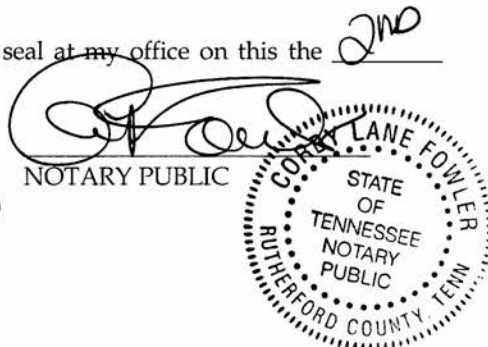


STATE OF TENNESSEE       )  
COUNTY OF RUTHERFORD    )

Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Howard Wilson with whom I am personally acquainted and who upon his oath acknowledged himself to be the President of Blue Sky Construction, Inc., the within named bargainor, a Tennessee limited liability company, and that Howard Wilson as such President, 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 President.

WITNESS MY HAND and official seal at my office on this the 2nd  
day of November, 2007.

My commission expires: 02/22/10



(Signature and notary for MainStreet Homes, LLC continued on next page)

MAINSTREET HOMES, LL C

By: Jerry L. Benefield

Print Name: JERRY L. BENEFIELD

Title: MEMBER

STATE OF TENNESSEE )  
COUNTY OF RUTHERFORD )

Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Jerry L. Benefield with whom I am personally acquainted and who upon him oath acknowledged him self to be the Member of MainStreet Homes, LLC the within named bargainor, a Tennessee limited liability company, and that he as such Member, 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 Member.

WITNESS MY HAND and official seal at my office on this the 5th day of November, 2007.

Bethany Jones  
NOTARY PUBLIC

My commission expires: 8.16.09



Jennifer M Gerhart, Register  
Rutherford County Tennessee

Rec #: 536972  
Rec'd: 25.00 Instrument #: 1531121  
State: 0.00  
Clerk: 0.00 Recorded  
EDP: 2.00 11/5/2007 at 3:25 PM  
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