

(By-Laws of Sommersby Homeowners' Association, Inc.)

SOMMERSBY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is SOMMERSBY HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located at 640 Broadmor Blvd., Suite 100, Murfreesboro, TN 37129, but meetings of members and directors may be held at such places within the State of Tennessee, County of Rutherford, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1: "Association" shall mean and refer to SOMMERSBY HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3: "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions for the Subdivision named Sommersby and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4: "Declarant" shall mean and refer to Sommersby, LLC a Tennessee Limited Liability Company, its heirs, successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Conditions and Restrictions to the Subdivision named Sommersby applicable to the Properties recorded in the Register's Office of Rutherford County, Tennessee.

Section 6: "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 7: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8: "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, including, but not limited to any berm area.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held 30 days prior to August 1st of each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members entitled to cast twenty-five (25%) percent of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by hand-delivery to the member's residence or by mailing a copy of such

entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the general purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten (10%) percent of the total votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors. Directors need not be members of the Association.

Section 2. Term of Office. The initial Board shall be composed of three (3) individuals appointed by the Declarant. At the first annual meeting, after the termination of the Class B membership, the members shall elect three (3) directors who shall serve for a term of one year. After the directors' one-year term has expired, members shall elect directors at each annual meeting thereafter for terms of one year. Any Director is eligible for re-election.

Section 3. Removal. Any director may be removed from the Board, with or

death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as being taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Until Class B Membership has terminated, Declarant shall name and appoint all three Directors. After the termination of Class B Membership; nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from

committee shall not be formed or begin to undertake its duties until within ninety (90) days of the expiration of the initial term of directors.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

- (a) suspend the voting rights of a member during any period in which such member

Association;

- (b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meetings of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of the annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
 - (3) establish the due dates of the annual assessments;

thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) may procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be chosen by the Board of Directors and shall be a president, a secretary, and such other officers as the Board may deem necessary.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period,

determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for

be purchased at reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XII CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE XIII AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy. These By-Laws may also be amended unilaterally by the Declarant at any time

Section 2. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Restrictive Covenants and these By-Laws, the Restrictive Covenants shall control.

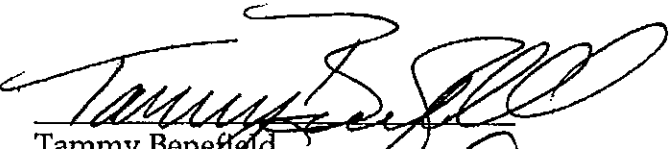
ARTICLE XIV

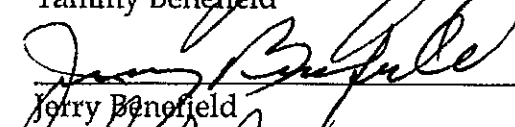
MISCELLANEOUS

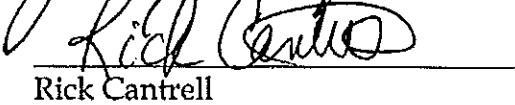
Section 1. The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the SOMMERSBY HOMEOWNERS' ASSOCIATION, INC. have hereunto set our hands this

3rd day of August, 2007.



Tammy Benefield


Jerry Benefield


Rick Cantrell

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 527071
Rec'd: 170.00 Instrument #: 1514637
State: 0.00
Clerk: 0.00
EDP: 2.00 Recorded
Total: 172.00 8/8/2007 at 3:40 PM
in
Record Book 772 Pgs 3199-3232

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

This Amendment to Declaration of Protective Covenants, Conditions & Restrictions for Sommersby is executed by Liberty Partners, LLC ("Declarant") this 30th day of October, 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,

landscaping. 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.

SOMMERSBY, LLC

By: 

Print Name: Bob Parks

Title: Chief Manager

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

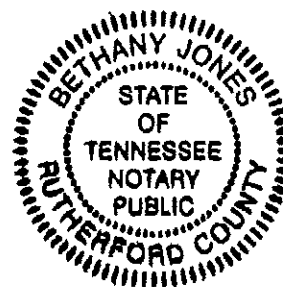
Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Bob Parks, with whom I am personally acquainted and who upon his oath acknowledged him self to be the Chief Manager of Sommersby, LLC the within named bargainor, a Tennessee limited liability 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 30th
day of October, 2007.

Bethany Jones
NOTARY PUBLIC

My commission expires: 8-16-09

Jennifer M Gerhart, Register
Rutherford County Tennessee
Rec #: 536316
Rec'd: 15.00 Instrument #: 1529979
State: 0.00
Clerk: 0.00 Recorded
EDF: 2.00 10/30/2007 at 2:19 PM
Total: 17.00 in
Record Book 795 Pgs 1346-1348



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,

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.

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)

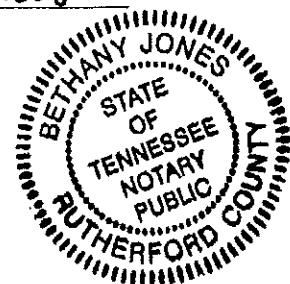
Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Bob Parks, with whom I am personally acquainted and who upon his oath acknowledged him self to be the Chief Manager of Sommersby, LLC the within named bargainor, a Tennessee limited liability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

Bethany Jones
NOTARY PUBLIC

My commission expires: 8-16-09

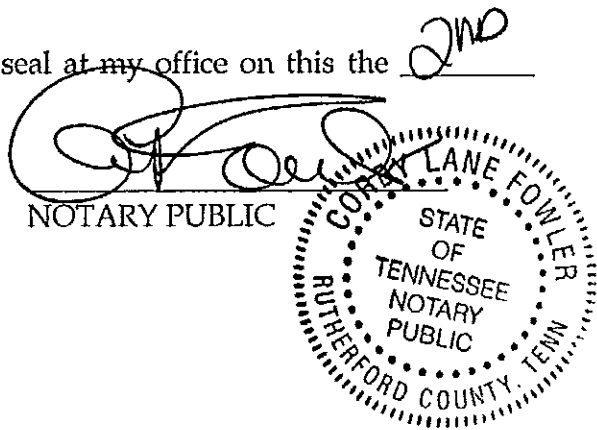
(Notary continued on next page)



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)

By: Jerry L. Benefield
Print Name: JERRY L. BENEFIELD
Title: MEMBER

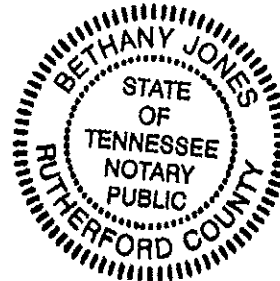
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

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 ____ 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 H 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
Total: 27.00 in
Record Book 796 Pgs 3771-3775

**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, refuse 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

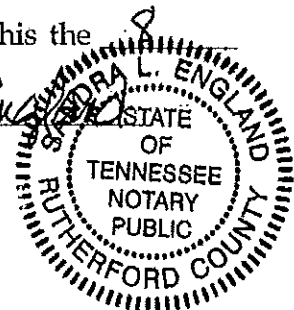
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

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



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, MainStreet Homes, LLC and Blue Sky Construction, Inc. ("Declarant"), this 24th day of June, 2008.

WITNESSETH

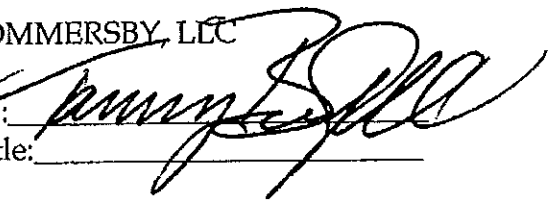
WHEREAS, by instrument dated August 3, 2007, SOMMERSBY, LLC, a Tennessee Limited Liability Company (hereinafter referred to as "Declarant") executed that certain Declaration of Protective Covenants, Conditions, and Restrictions for Sommersby of record in Record Book 772, Page 3199, as Amended in Record Book 796, page 3771, and Record Book 842, page 2802, in the Register's Office for Rutherford County, Tennessee; and

WHEREAS Declaration references the execution and consent by MainStreet Homes, LLC and Blue Sky Construction, Inc., but, in error, the Declaration was recorded without the execution of MainStreet Homes, LLC and Blue Sky Construction, Inc..

NOW, THEREFORE, the Declarant hereby amends the Declaration of Protective Covenants, Conditions & Restrictions recorded on May 12, 2008 in Record Book 842, page 2802 of the Register's Office of Rutherford County, Tennessee to add the execution of MainStreet Homes, LLC and Blue Sky Construction, Inc. to consent to said Declaration's applicability to all lots owned by MainStreet Homes, LLC and/or Blue Sky Construction, Inc..

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 24th day of June, 2008.

SOMMERSBY, LLC

By: 

Title: _____

By: [Signature]
Title: _____

BLUE SKY CONSTRUCTION,
INC.

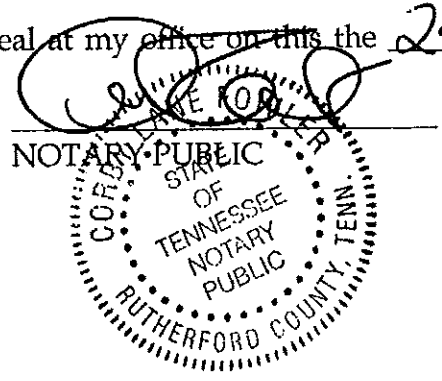
By: [Signature]
Title: President

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Tammy Bonetich with whom I am personally acquainted and who upon her oath acknowledged her self to be the Chief Manager of Sommersby, LLC the within named bargainor, a Tennessee limited liability company, and that Tammy Bonetich 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 24th day of June, 2008.

My commission expires: 02/22/10

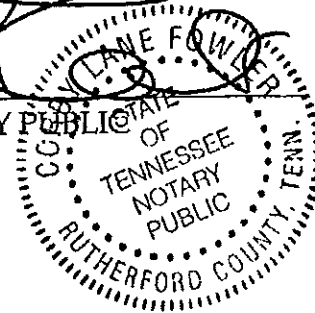


Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Timmy Bondel with whom I am personally acquainted and who upon her oath acknowledged her self to be the _____ of MainStreet Homes, LLC the within named bargainor, a Tennessee limited liability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

WITNESS MY HAND and official seal at my office on this the 24th day of June, 2008.

My commission expires: 02/22/10

NOTARY PUBLIC



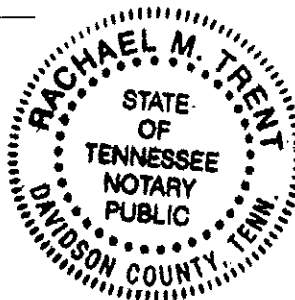
STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

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 24 day of June, 2008.

My commission expires: 11/14/09

Rachael M. Trent
NOTARY PUBLIC



**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

shall be collected at closing on the purchase of the 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

Assessments for vacant lots shall be at a rate 100% of 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.

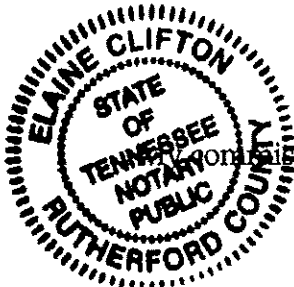
SOMMERSBY, LLC

By: Jerry Benefield
Title: 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

Sommersby

This amendment to Declaration of Protective Covenants, Conditions, and Restrictions (Declaration) is executed this 19 day of August, 2011, by Sommersby, LLC (hereinafter referred to as "Developer" or "Declarant").

Witnesseth

Whereas, Developer is the owner of certain real estate in Rutherford County, Tennessee known as Sommersby Subdivision as more particularly described on the Plat of Sommersby recorded in Plat Book 32, Page 240, Register's office of Rutherford County, TN.

Whereas the Developer filed in a Declaration of Prohibitive Covenants, Conditions, and Restrictions in Record Book 772, Page 3199, Register's office, Rutherford County, TN.

Whereas Developer is authorized by the above referenced Declaration in Article XIII, Section 2 styled "Amendment" to amend the Declaration.

Now therefore, Developer, being authorized to do so pursuant to terms of the Declaration, amends the Declaration as follows:

Lot 94, Sommersby Subdivision, (commonly known as 2212 Strickland Drive) is exempt from and shall not be subject to or enforcement of Article VII, Section 3J.

In Witness whereof, Developer has caused the Amendment to

the Declaration of Protective Covenants, Conditions, and
Agreements to be duly executed this 19 day of AUGUST,
2011.

Sommersby, LLC
By Jerry Benefield
Title Secretary

State of TN
County of Rutherford

Before me the undersigned authority, a Notary Public
in and for the State and County aforesaid, Jerry Benefield, with
whom I am personally acquainted (or proved to me on the basis of
satisfactory evidence) and who, upon oath, acknowledged himself to
be Secretary of Sommersby, LLC, the within named Developer and
Declarant, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the Name of
Sommersby, LLC by himself as Secretary.

Witness my hand and seal this 19 day of August 2011

My commission expires: 6-17-13 Elaine Clifton
Notary Public



Document prepared by John B. Philip, Attorney-at-Law, 4515 Poplar Ave., Memphis, TN 38117

Document prepared by John B. Philip, Attorney-at-Law, 4515 Poplar Ave., Memphis, TN 38117

Heather Dawbarn, Register
Rutherford County Tennessee
Rec #: 666122
Rec'd: 15.00 Instrument #: 1740491
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 8/25/2011 at 12:19 PM
Total: 17.00 in
Record Book 1077 Pgs 3691-3693

This agreement entered into by Sommersby, LLC ("Seller") and Thomas C. Merriam, III, Judy C. Merriam, and Tyler H. Merriam ("Buyer")

Whereas Seller and Buyer have entered into a purchase sale agreement for the purchase of Lot 94, Sommersby Subdivision in Rutherford County as shown on Plat of Record in Plat Book 32, Page 240, Register's office of Rutherford County, TN.

Whereas, as incentive to Buyer, Seller has offered certain benefits to Buyer

Now therefore, in consideration of the above, the Parties agree as follows:

1. Seller shall waive the requirement of and payment of the working capital assessment as set out in Article V, Section 1B of the Protective Covenants, Conditions, and Restrictions scrolled in Book 772, Page 3199, of the purchase of the property by Buyer.
2. So long as Seller has the authority under the Protective Covenants, Conditions, and Restrictions, specifically Article XIII, Section 2, Seller agrees to:
 - a. Amend the PCC&R to exempt lot 94, Sommersby Subdivision from being subject to Article VII, Section 3J, and

b. Will preserve and protect the Amendment from being changed, altered, or removed.

Sommersby, LLC
Seller

Thomas C. Merriam III

by Jerry Buford

Thomas C. Merriam, III
Buyer

Title Sec.

Dated 8/23/11

Dated 8-18-11

Witness Nick Collins

Witness Elaine Afton

Judy C. Merriam
Judy C. Merriam
Buyer

Record Book
1077 Pg 3695

Dated 8-23-11

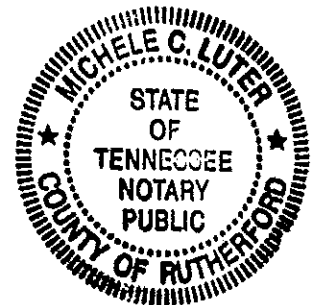
Witness Cindy Wright

Tyler H. Merriam
Buyer

Tyler Merriam

Dated 8/23/11

Witness Sharon



Will Cook
8/23/11
Expires: 9/16/2012

Document prepared by John B. Philip, Attorney-at-Law, 4515 Poplar Ave., Memphis, TN 38117