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| RESTRICTIONS | |
| 02/21/2007 | 01:10 PM |
| BATCH | 93184 |
| MTG TAX | 0.00 |
| TRN TAX | 0.00 |
| REC FEE | 15.00 |
| DP FEE | 2.00 |
| REG FEE | 0.00 |
| TOTAL | 17.00 |

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

Maw

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

**AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WILLOWSPRINGS HOMEOWNERS ASSOCIATION, INC.**

WHEREAS, by instrument dated November 22, 2000, HHP INVESTMENTS GENERAL PARTNERSHIP, a Tennessee General Partnership (the "Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions for WillowSprings of record in Book 2083, Pages 965-1005, in the Register's Office for Williamson County, Tennessee, as amended by that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions for WillowSprings dated as of November 1, 2001 of record in Book 2353, page 447, said Register's Office and further amended by Amendment of record in Record Book 3096, page 804 and Record Book 4031, 983 of said Register's Office (as amended, the "Covenants"); and

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

WHEREAS, pursuant to Article XII, Section 2 of the Covenants, Declarant has the right to amend the Covenants at any time until the Class "B" memberships terminate and convert to Class "A", without joinder of any Owner (as defined in the Covenants); and

WHEREAS, Declarant is the owner of at least one Class B membership vote and deems the amendment to be necessary and desirable.

NOW, THEREFORE, pursuant to Article XII, Section 2 of the Covenants, the Declarant hereby amends and restated as follows:

1. 1. The last paragraph of Article X is amended by replacing the prior paragraph in its entirety with the following three paragraphs:

The Declarant shall designate a site and architectural review board (the "SARB") for the Association consisting of a representative of Declarant, a representative of ParkTrust Development, LLC, and a third party selected by Declarant, to exercise the Board's authority under this Article. The SARB shall promulgate detailed standards and procedures in implementing the

requirements of this Article. The Declarant shall organize the composition of the SARB. The Board and any committee it may designate may not discriminate between Owners, and upon a written request for a hearing submitted to the Board, an aggrieved Owner shall have the right to a hearing before the Board in accordance with the applicable procedures promulgated in accordance with Article XI, Section 3. The Board shall have the standing and authority to enforce in courts of competent jurisdiction its decisions in connection with this Article. At such time as all construction of new homes in the development is complete or at such earlier time as Declarant determines in Declarant's sole discretion, Declarant shall transfer the right to appoint the members of the SARB to the Board and the Board may name three members of the Association to serve on the SARB.

The SARB may, but is not required to, designate a subcommittee composed of three members of the Association at such time as SARB determines to handle all issues regarding completed houses such as additions, modifications, remodeling projects, fences, and pools which have received final "as built" approval by the SARB. Members of any such subcommittee shall serve for terms of one year. Said subcommittee shall serve at the discretion of the SARB, and be terminated at SARB's discretion. Said subcommittee may be utilized as a transition committee when Declarant transfers the right to appoint members of the SARB to the Board.

This Article shall be effective, and may not be amended without the prior written consent of Declarant, so long as Declarant owns any land subject to this Declaration or subject to annexation by this Declaration.

2. 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 14th day of February, 2007.

HHP INVESTMENTS
GENERAL PARTNERSHIP

By: 

Title: Partner

WILLOWSPRINGS
HOMEOWNERS
ASSOCIATION, INC.

By: 

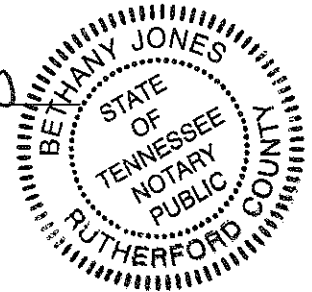
Title: Director

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 ~~General~~ Partner of HHP Investments General Partnership the within named bargainor, a Tennessee limited liability company, and that he, as such ~~General~~ Partner, 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 ~~General~~ Partner.

WITNESS MY HAND and official seal at my office on this the 14th day of February, 2007.

Bethany Jones
NOTARY PUBLIC



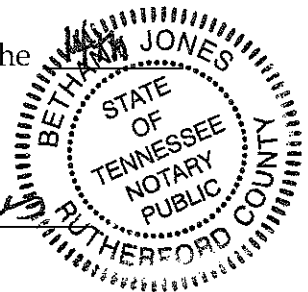
My commission expires: 8/16/09

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 Director of WillowSprings Homeowners Association, Inc. the within named bargainor, a Tennessee corporation, and that he, as such Director, being authorized to do so, execute the foregoing instrument for the purpose therein named by signing the name of the corporation as such Director.

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

Bethany Jones
NOTARY PUBLIC



My commission expires: 8/16/09