

D
Cope

07026650

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

RESTRICTIONS	
06/11/2007	11:30 AM
BATCH	101336
MTG TAX	0.00
TRN TAX	0.00
REC FEE	25.00
DP FEE	2.00
REG FEE	0.00
TOTAL	27.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
REGISTER OF DEEDS

**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, Record Book 4031, page 983 and Record Book 4188, page 162 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 the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Willowsprings of record in Record Book 2353, page 447 of the Registers Office of Williamson County, Tennessee, as subsequently amended, as follows:

1. Article XI, Section 1 is amended by adding the following sections:

u. Sports Equipment. Play structures, including, but not limited to basketball hoops, jungle gyms, trampolines, and swing sets, must be kept in good repair and may be restricted in accordance with rule and regulations set

forth by the Board and approved by the SARB. Large play structures that are visible from outside the Parcel must receive the prior written approval of the SARB, and the SARB may require the installation and maintenance of landscaping screens to make such play structures less visible.

v. Laundry. Without the express written permission of the SARB, no owner, guest, or tenant shall hang laundry from any area within or outside a Residential Unit if such laundry is within the public view to dry, such as on a balcony or terrace railings.

2. Article IV, Section 1 (b) is amended to add the following:

Beginning after the appointment of homeowners as Directors of the Association by the Declarant, the Association shall be responsible to notify Owners as to when winterization and start-up of the irrigation systems are to be scheduled.

3. Article VIII is amended to add the following as Section 8:

Section 8. Road and Parking Regulation. If, and to the extent permitted, by the City of Franklin and state law, the Association may enact rules and regulations concerning driving and parking within the Properties, and may construct traffic calming devices as approved by the SARB, post speed limit signs and other traffic signs, and take other reasonable measures to discourage excessive speed and encourage safe driving. If, and to the extent permitted, by the City of Franklin and state law, the Association may enforce any violation and may tow offenders.

4. Article IV, Section 2 is amended to add the following as an Owner Responsibility:

While the Association is responsible for the costs of winterization and start-up of the irrigation systems for which the Association is responsible to maintain pursuant to the terms of this Declaration, each Owner shall be responsible to schedule the winterization and start up of their irrigation system each year in accordance with the directions of the Board. In the event an Owner fails to do so and any damage occurs to the irrigation system, the Owner shall be responsible for the costs of repairing the same. In the event Owner then fails to repair the same, the Association may make the repair and the costs of the repair shall constitute an additional Assessment against that particular Owner which may be enforced as any other Assessment under this Declaration.

5. Article I, Section 8 of the Bylaws is amended by replacing the provision in its entirety with the following:

Quorum. A quorum of Members for any meeting shall be constituted by a minimum of ten percent (10%) of the Members being present in person or by proxy and holding a minimum of ten percent (10%) of the votes entitled to be cast at such meeting.

6. Article II, Section 1 (a) and 1 (b) of the Bylaws are amended by replacing the provisions their entirety with the following:

Section 1(a). Until the initial Board has been elected by the Members who are actually homeowners within the Properties and Class B Membership has terminated, the Declarant may appoint up to five (5) Directors to serve. Directors appointed by the Declarant do not have to be Members. Said appointed Directors shall serve one year terms.

Section 1(b). At such time that the Declarant determines, the Association shall hold a meeting of the Members to elect Directors. At said meeting, the Association shall elect five (5) Directors. Two (2) of the five (5) Directors shall be elected to serve terms of one (1) year each. Three (3) of the five (5) Directors shall be elected to serve terms of two (2) years each. At each subsequent Annual Meeting thereafter, the Association shall elect Directors to (2) two year terms for the Directors whose terms are expiring. In the event the immediate past President is not serving as a Director in the year following the President's term of office, the immediate Past President shall serve as a non-voting member of the Board during the year following the President's term. Any appointed or elected Director may be appointed or elected to subsequent terms as a Director without limitation.

7. Article V is amended by replacing the first sentence of the second paragraph with the following:

"Notwithstanding the foregoing, these Bylaws may be amended by a sixty-seven percent (67%) affirmative votes by the Members."

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

(Continued on Next Page)

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed this 6th day of June, 2007.

HHP INVESTMENTS
GENERAL PARTNERSHIP

WILLOWSPRINGS
HOMEOWNERS

By: [Signature]

By: [Signature]

Title: Chief Manager
Partner

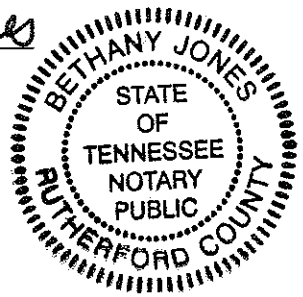
Title: President

STATE OF TENNESSEE)
COUNTY OF RUTHERFORD)

Before me, the undersigned, a notary public within and for the State and county aforesaid, personally appeared Bob Parks, with whom I am personally acquainted and who upon his oath acknowledged him self to be the ³⁰ ~~General~~ Partner of HHP Investments General Partnership the within named bargainor, a Tennessee limited liability company, and that he, as such ³⁰ ~~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 ³⁰ ~~General~~ Partner.

WITNESS MY HAND and official seal at my office on this the 6th day of June, 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 Ken Green, with whom I am personally acquainted and who upon his oath acknowledged him self to be

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

WITNESS MY HAND and official seal at my office on this the 6th day of June, 2007.

Bethany Jones
NOTARY PUBLIC

My commission expires: 8/16/09

