

Prepared by and returnable to:

Thompson & Crews Property Management, LLC
 P.O. Box 171814
 Memphis, TN 38187-1814

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDBOOK ESTATES HOMEOWNER'S ASSOCIATION

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Windbrook Homeowners Association (the "Second Amendment") is made, published and declared as of the 21st day of April, 2005 by Thompson & Crews Property Management, LLC, a Tennessee Limited Liability Company (the "Developer")

WITNESSETH:

WHEREAS, Developer caused a Declaration of Covenants, Conditions, and Restrictions for Windbrook Estates Homeowners Association ("Declaration") to be recorded with the Fayette County Register's Office at Instrument No.04002889, Book 719, Page 928 on April 1, 2004. The Declaration has been amended by the First Amendment to Declaration of Covenants, Conditions, and Restrictions for Windbrook Estates Homeowners Association (the "First Amendment") of record at Instrument No.04010311, Book 754, Page 338 in the Fayette County Register's Office

WHEREAS, in the Declaration, Developer reserved the right to unilaterally amend the Declaration for a period of 3 years from the date of Declaration; and

NOW THEREFORE, the declaration is hereby amended as follows:

1. Article VIII, Use Restrictions, Section 8.7 is hereby revised by the replacement of that section with the following:

: "No aluminum windows will be allowed on any building in the development. No plain wood windows that employ finger wood frames will be allowed in the development. Only solid wood frame windows, aluminum clad, wood windows, or vinyl-clad windows shall be used in the development unless approved by the Architectural Control Committee. Window color should match trim, and brick mold is required. Simulated divided light windows must be used where visible from street; no snap in grids may be used on windows visible from the street. No grids placed between the panes to achieve the look of simulated divided windows are allowed."

2. Article VIII, Use Restrictions, Section 8.2 is hereby revised by the replacement of that section with the following:

"No Lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any Lot other than one single family dwelling, unless otherwise provided herein. All said residences must be permitted, built and supervised by a Tennessee Licensed General Contractor."

3. Article VIII, Use Restrictions, Section 8.17 is hereby revised by the replacement of that section with the following:

Upon commencement of construction an owner shall have one year to complete the exterior of the principal dwelling and return the lot to an orderly appearance, as determined by the Architectural Control Committee. If construction is not completed within the twelve (12) months allowed, a daily

penalty fee will be charged to the Owner. The penalty amount will be determined by the Architectural Control Committee based on the percentage of completion on the thirteenth month, with minimum daily penalty being fifty dollars (\$50.00). All site plans must incorporate a tree preservation plan with all mature trees having a trunk diameter of six (6) inches (measured at a height of one (1) foot above the base of the tree) or more identified and marked with red ribbon at the time such plans are submitted. Within thirty (30) days after the substantial completion of the principal dwelling, the Owner shall sod from the front of house to the street and sod or seed from the back of the house to the rear property line, unless Owner has obtained a variance from Developer or ARC. "Front of house" as used in this paragraph shall mean that part of the principal dwelling of the house closest to the street and also facing such street. Owner shall plant at least four trees with the minimum trunk diameter of three (3) inches (measured at a height of one (1) foot above the base of the trunk). The value of the landscaping material incorporated into the front of the house, not including sod or seeding, shall not be less than Fifteen hundred dollars (\$1,500.00). The Owner shall cause the Lot to be suitably planted with grass continuously thereafter, in order to reduce runoff, and each Owner shall be responsible for erosion control on his Lot. The grass shall be maintained on the Lot at all times. If the Owner fails to satisfy these obligations, the Association shall have the right, but not the obligation, to have the Lot cleaned and trash or other material removed at the Owner's expense. This expense shall become an assessment on the Lot.

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to be signed by the officer duly authorized to do so as of the day and year first above written.

THOMPSON & CREWS PROPERTY MANAGEMENT,
A TENNESSEE LIMITED LIABILITY COMPANY.

By: *Jason Crews*
Its: *Chief Manager*

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, of the state and county mentioned, personally appeared Jason Crews, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Chief Manager of Thompson Crews Property Management Company, a Tennessee General Partnership, the within named bargainor, and that he as such Chief Manager, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such Chief Manager.

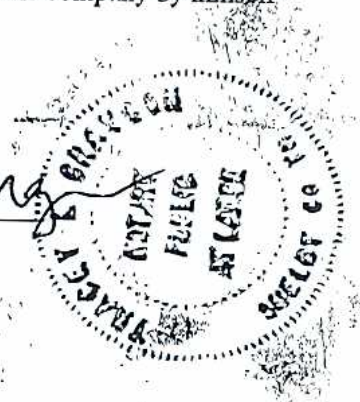
WITNESS my hand, at office this 21st day of April, 2005

My Commission Expires:

My Comm. Exp. 5-1-2006

NOTARY PUBLIC

Tracy Long



BK/PG:D774/784-785

05003614

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| 2 PGS : AL - RESTRICTIVE COVENANTS | |
| ED BATCH: 13553 | |
| 04/28/2005 - 09:00 AM | |
| VALUE | 0.00 |
| MORTGAGE TAX | 0.00 |
| TRANSFER TAX | 0.00 |
| RECORDING FEE | 15.00 |
| DE FEE | 2.00 |
| REGISTER'S FEE | 0.00 |
| TOTAL AMOUNT | 17.00 |

STATE OF TENNESSEE, SHELBY COUNTY

EDWARD PATLAT
REGISTER OF DEEDS