

Prepared by and returnable to:

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THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDBOOK ESTATES

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Windbrook Estates (the "Third Amendment") is made, published and declared as of the _____ day of March, 2007 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 (the "Subdivision") ("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 (the "First Amendment") of record at Instrument No.04010311 Book 754, Page 338, and the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Windbrook Estates (the "Second Amendment") of record at Instrument No. 05003614 Book 774 Page 784 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

WHEREAS, the Developer will undertake the development of Phase 2 of Windbrook Estates, consisting of approximately 33 Lots ("Phase 2"), and has determined that certain additional covenants, conditions and restrictions shall be applicable to the Subdivision, as the same may be set forth on plats or amended plats filed from time to time in the Register's Office of Fayette County, Tennessee.

NOW THEREFORE, the Declaration is hereby amended by the addition and modification of the following:

1. Article VI of the Declaration is amended by addition of the following:

6.3 All residences shall be constructed by licensed Tennessee general contractors who are, in addition, members of the Memphis Area Home Builders Association or Fayette County Home Builders Association, unless otherwise approved by the Architectural Control Committee.

2. Article VI, Section 6.2 is amended by the substitution of the following for the last sentence of the first paragraph thereof:

“Such plans and specifications shall include such information as may be required by the Architectural Control Committee from time to time as set forth in the Architectural Control Committee’s guidelines and requirements. Written approval of plans and specifications by the Architectural Control Committee must be obtained before starting any construction. The Architectural Control Committee reserves the right to require additional data or detail, should any of the items noted not be adequately covered or should a design of unique quality or merit require such further information for a full review and approval.”

3. Article VIII of the Declaration is amended by addition of the following:

8.49 All construction shall comply with applicable laws and regulations, including those of the Tennessee Department of Environment and Conservation. Each Lot Owner shall provide and maintain adequate erosion control measures as may be required to comply with applicable state, federal and local laws, including but not limited to silt fences.

4. Article VIII, Section 8.41 of the Declaration is amended by the addition of the following sentences:

“Grass, vegetation and debris must be kept mowed and cleared at regular intervals by the Lot Owner in order to maintain the Lot in a neat and attractive manner. Dead trees, shrubs, and plants shall be removed promptly. Until a residence has been constructed upon a Lot, the Developer, at its option and discretion, may mow and have dead trees and debris removed from such Lots, should the Lot Owner refuse or neglect to do so, and the Lot Owner shall be obligated to reimburse the Developer fully for all expenses incurred.”

IN WITNESS WHEREOF, the Developer has caused this Third 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, LLC,
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 Limited Liability Company, the within named bargainer, 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 30th day of March, 2007

Alan McNeil
Notary Public



ALAN McNEIL
STATE OF TENNESSEE
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 23, 2009
CELBY