

**Amendment
to
Willow Springs Homeowners Association
Declaration of Covenants**

The following wording is an amendment to the existing covenants of the
Willow Springs Homeowners Association, Section 13

13. Architectural and Use and Occupancy Protective Covenants and Restrictions.

q. For the purpose of maintaining a harmonious appearance with respect to all lots within the Willow Springs Homeowners Association community, the Board of Directors will appoint, on an annual basis, a committee of five (5) individuals from the membership of the Willow Springs Homeowners Association. That committee will be herein referred to as the Association Beautification Committee, i.e. ABC. The ABC will observe, monitor, and recommend action regarding violations of Paragraph (r.) of this Section. Any such recommendation will be made to the Board of Directors in writing. Appointment of individuals to this committee will be for a one (1) year term.

r. Each lot owner shall exercise responsibility to ensure his/her lot receives proper and regular lawn maintenance, which will include the following:

- 1) grass regularly mowed, not to exceed a height as determined by the Association Beautification Committee. (A height to be consistent with that of the common grounds of the Association.)
- 2) trimming and edging of all lawn areas immediately adjacent to public sidewalks and street curbing.
- 3) removal of all grass clippings from public sidewalks and street curbing by means of blowing or sweeping.
- 4) employment of a commercial or self applied program to control the growth and spread of weeds. Large weeds will be cut down or removed from the soil. For the purpose of this Paragraph, the definition of weeds shall be lawn vegetation not associated with the decorative turf families such as Fescue, Zoysia, and Bermuda.
- 5) lawn debris, grass clippings, leaves will be bagged and placed at the curb for collection not earlier than the evening before the regular scheduled collection day.
- 6) Tree limbs, shrubbery cuttings, discarded goods, appliances, yard debris, etc. will be placed at the curb for collection not earlier than the evening before the regular scheduled collection day for these items.

The ABC will inform the Board of Directors, in writing, of each infraction or violation of the above requirements, The Board of Directors will serve a written notice to the lot owner of non-compliance.

s. Enforcement of Paragraph (r.) of this Section will include the following and will coincide with Paragraph (o.) of this Section.

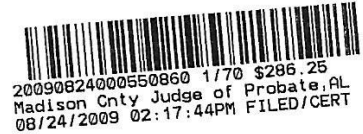
The Willow Springs Homeowners Association can:

- 1) impose a reasonable fine for a repeated or prolonged violation of any of the items in Paragraph (r.) and or,
- 2) employ, hire, or contract an individual, company, or organization to bring the violation(s) on the lot in question, into compliance as stated in Paragraph (r.) of this Section. Any and all expenses borne by the Willow Springs Homeowners Association as a result of this paragraph, will become an assessment to the lot owner.

Any such assessment and or fine will become payable upon written invoice or written notification by the Board of Directors. Refer to Paragraph (o.) of this Section regarding court of law enforcement.

STATE OF ALABAMA)

MADISON COUNTY)



Amendment to Declaration of Covenants, Conditions and
Restrictions for Block One, Willow Springs, A Planned Development-Housing

THIS AMENDMENT made and entered into on this the 24th day
of August 2009, by the undersigned who constitute LOT OWNERS of not less
than 67% of the total ownership of the Common Elements of Block One,
Willow Springs, according to the plat thereof recorded in the Office of the
Judge of Probate of Madison County, Alabama in Plat Book 13, pages 62 and 63,
hereinafter referred to as "Undersigned."

WITNESSETH: THAT WHEREAS, a Declaration of Covenants, Conditions and
Restrictions for Block One, Willow Springs, a Planned Development-Housing
was filed in the Probate Office of Madison County, Alabama on April 16, 1984,
and is recorded in Deed Book 631, Page 834; and

WHEREAS, it is desired to amend said Declaration in regard to the
specific requirements of fences by individual LOT OWNERS.

NOW, THEREFORE for and in consideration of the premises the undersigned
do hereby AMEND said Declaration of Covenants, Conditions and Restrictions
for Block One, Willow Springs, A Planned Development - Housing, recorded in said
Probate Office in Deed Book 631, page 834, by adding the following paragraph:

13. Architectural and Use and Occupancy Protective Covenants and
Restrictions:

k. No building shall be erected, placed or altered on any lot until the
construction plans and specifications and a plan showing the location of the
structure have been approved by the Architectural Control Committee, as to the
quality of workmanship and materials, harmony of external design with existing
quality of workmanship and materials, harmony of external design with existing
structures and as to the location with respect to topography and finish grade
elevations. No fence or wall shall be erected, placed or altered on any lot
nearer to any street than the minimum set back line, unless similarly approved,

approval shall be as provided in Paragraph 13 hereof. As a minimum standard for approval, fences built between streets and the front set back line of the dwelling may only be constructed of wooden boards, pickets, or wrought iron and may not be more than four (4) feet in height above grade. If used, boards or pickets may not exceed six (6) inches in width, one (1) inch in thickness, and must be spaced at least three (3) inches and no more than four (4) inches apart. A base of brick or stone not more than one (1) foot in height above grade is permitted if desired, but the overall height of base and fencing materials shall not exceed four (4) feet above grade. Landscaping borders, islands, or planting enclosures that do not exceed two (2) feet in height and which do not enclose the boundaries of the lot are permitted without formal approval, provided that the construction does not use vehicle tires, unfinished cinder blocks, or wire fencing.

IN WITNESS WHEREOF, the undersigned have executed this Amended Declaration on this day and date first above written.

(See attached sheet for signatures)