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**AMENDMENT TO
LAKE CREST RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

65.00

THIS AMENDMENT TO THE LAKE CREST RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 23rd day of May, 2011 by and between **AWTREY DEVELOPMENT, INC.**, an Alabama corporation ("Developer"), and **LAKE CREST RESIDENTIAL ASSOCIATION, INC.**, an Alabama nonprofit corporation (the "Association").

RECITALS:

Developer has heretofore submitted various real property situated in Jefferson County, Alabama to the Lake Crest Residential Declaration of Covenants, Conditions and Restrictions which were originally recorded on or about November 4, 1994 in Real 1056, Page 812 in the Office of the Judge of Probate of Jefferson County, Alabama, and re-recorded on or about September 13, 1996 as Instrument No. 9662/3186 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division (collectively, the "Original Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Original Declaration.*

The Original Declaration has been further amended by those various amendments (collectively, the "Amendments") which are more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Developer and the Association desire to amend the Original Declaration and the Amendments (collectively, the "Declaration") in order to clarify certain provisions thereof as well as correct certain typographical errors set forth in the Declaration.

Pursuant to the Bylaws of the Association, the Association has provided written notice to all Owners of a special meeting of the Association to be held on May 9, 2011 (the "Special Meeting").

On May 9, 2011, at 7:00 p.m., the Special Meeting was held at Lake Crest Presbyterian Church, at which time this Amendment was voted on by the Owners. At such Special Meeting, at least 200 Owners were in attendance, either in person or by proxy, and ninety-eight percent (98%) of the Owners in attendance, in person or by proxy, at the Special Meeting voted in favor of the adoption of this Amendment.

Developer has also consented to, approved of and agreed to all of the terms and provisions of this Amendment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following Articles and Sections of the Declaration are amended and restated to read and provide as follows:

1. Section 1.16 of the Declaration is amended by deleting the last sentence of said Section.

2. Article I of the Declaration is amended by adding the following definitions thereto:

“1.22 Major Decision. The term “Major Decision” means any vote by the Owners to (a) amend this Declaration, (b) amend the Bylaws, (c) overrule, amend, modify or cancel any rules and regulations adopted from time to time by the Board pursuant to Section 4.07 below, (d) increase the amount of annual Assessments in excess of the limitations specified in Section 8.04(c) below, or (e) the election by the Owners to terminate this Declaration at any time after 50 years from November 4, 1994.

“1.23 Major Decision Quorum. Subject to the provisions of Section 8.07(a) below, the term “Major Decision Quorum” means, with respect to any (a) annual or special meeting of the Owners of the Association at which a vote for a Major Decision will be taken, the presence, either in person or by proxy, of at least 200 Owners or (b) ballot vote of the Owners of the Association involving a vote on a Major Decision, the casting of ballots (whether for or against the proposal involving a Major Decision) by at least 200 Owners.

“1.24 Major Decision Majority Vote. Subject to the provisions of Section 8.07(a) below, the term “Major Decision Majority Vote” means (a) with respect to any annual or special meeting of the Owners of the Association at which a vote will be taken on a Major Decision, the vote of at least fifty-one percent (51%) of the Owners voting on such Major Decision but only to the extent a Major Decision Quorum is obtained in such vote, or (b) with respect to any ballot vote of the Owners of the Association involving a vote on a Major Decision, the vote of at least fifty-one percent (51%) of the Owners voting with respect to such Major Decision but only to the extent a Major Decision Quorum is obtained in such vote.”

3. Section 4.07 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“4.07 Rules and Regulations. The Board may establish and enforce reasonable rules and regulations governing the use of all Lots, Dwellings, and Common Areas. Without limiting the foregoing, the Board may adopt rules and regulations which shall govern the use of any of the Common Areas (including, specifically, the use of any of the recreational facilities, if any, situated within the Common Areas), the establishment of bird sanctuaries, wildlife and wild flower areas, the enforcement of all of the terms and provisions of this Declaration and any rules and regulations adopted by the Board and such other matters, including, without limitation, the limitation, restriction or prohibition of application of fertilizers, pesticides, and other chemicals within the Development. Copies of such rules and regulations shall be binding upon all Owners and Occupants until and unless such rule or regulation is specifically overruled, cancelled or modified by the Board or by a Major Decision Majority Vote of the Owners; provided, however, that no such rules or regulations may be overruled, cancelled or modified unless such action is also approved by Developer for so long as Developer owns a Lot or Dwelling in the

modified by the Board or by a Major Decision Majority Vote of the Owners; provided, however, that no such rules or regulations may be overruled, cancelled or modified unless such action is also approved by Developer for so long as Developer owns a Lot or Dwelling in the Development. In the event of any conflict or ambiguity between the rights and authority granted herein to the ARC and the rules and regulations adopted from time to time by the Board pursuant to this Section 4.07, then the rules and regulations of the Board shall at all times govern and control.”

4. Section 6.08 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“6.08 Minimum Living Space. Minimum Living Space requirements shall be established on the various subdivision plats for the Development which are duly recorded in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division.”

5. Section 6.09 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“6.09 Landscaping.”¹

(a) The landscaping plan for each Lot or Dwelling in the Development shall be submitted to the ARC for approval pursuant to the provisions of Section 5.05 above. Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for his Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers and natural environment, including natural drainage channels, which exist on such Lot. The landscaping plan for Lots or Dwellings which abut the lake shall also include the manner by which the Lot or dwelling will be landscaped as viewed from the lake.

(b) All yards of each Dwelling shall, unless approved by the ARC as a natural area or unless the same is landscaped with shrubbery and other approved plant life or ground cover, be sodded with grass.

(c) All landscaping for a Dwelling shall be completed in accordance with the landscaping plan approved by the ARC no later than thirty (30) days following the issuance of a certificate of occupancy for the Dwelling.

(d) No hedge or shrubbery planting which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any Lot or Dwelling where such hedge or shrubbery interferes with traffic sight- lines for roadways within the Development. The

¹ For the purpose of interpreting this Section, the following definitions from Sections 1.14 and 1.18 are repeated here:

Lot – The term “**Lot**” shall mean and refer to any *unimproved* portion of the Property (Lake Crest) upon which it is intended that a **Dwelling** be constructed.

Dwelling – The term “**Dwelling**” with an initial capital letter, shall mean and refer to any *improved Lot* intended for use as single-family attached or detached residential housing units.

determination of whether any such obstruction exists shall be made by the ARC, whose determination shall be final, conclusive and binding on all Owners.

(e) No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same.

(f) No vegetable, herb or similar gardens or plants shall be planted or maintained in the front or side yards of any Lot or Dwelling or in the rear (back) yard of any Lot, Dwelling or if the same would be visible from any street.

(g) The ARC may from time to time promulgate rules and regulations adopting an approved list of plant life which may be utilized on any Lot or Dwelling. Such rules and regulations may prescribe that a minimum dollar amount be established and utilized as the landscaping budget for each Lot or Dwelling.

(h) No Owner shall allow the grass on his Lot or Dwelling to grow to a height in excess of six (6) inches, measured from the surface of the ground.

(i) Seasonal or holiday decorations (*e.g.*, Christmas trees and lights, pumpkins, Easter decorations) shall be promptly removed from each Lot or Dwelling as soon as such holiday passes.

(j) Without the prior written approval of the ARC or unless specifically allowed by any rules and regulations adopted from time to time by the Board, no Owner shall place or install any object, furniture, furnishings, or personal property of any type, kind or character within the front or side yards of a Lot or Dwelling, which prohibitions shall include and extend to, without limitation, bird baths, fountains, reflectors, flagpoles, statues, lawn sculptures, lawn furnishings, artificial plants, rock garden, rock walls, birdhouses or other fixtures, accessories, or personal property of any nature.”

6. Section 6.12(e) of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“(e) Metal flashing, valleys, vents and gutters installed on a Dwelling shall be painted to blend with the color of the exterior materials to which it is adhered or installed; provided, however, that the forgoing shall not apply to any copper flashing, gutters or downspouts on a Dwelling. Deck supports on dwellings must be constructed of or have an exterior finish of brick, stucco, stone or pre-treated wood.”

7. Section 6.13 of the Declaration is amended by adding the phrase “except for copper, ceramic or terra cotta tops or chimney pots” to the last sentence of said Section.

8. Section 6.14 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“6.14 Garages and Parking For Passenger Vehicles (Automobiles, Pick-up Trucks and SUVs).

“(a) Except for town homes which were originally constructed with a garage to house only one (1) passenger vehicle, each Dwelling shall provide for parking for at least two (2) automobiles in garages equipped with garage doors. Carports shall not be permitted. (See Section 6.24 below for parking and storage regulations for all other vehicles.)

“(b) Garage doors shall be constructed of such materials as are approved by the ARC. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein without the approval of the ARC.

“(c) All passenger vehicles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein.

“(d) Any passenger vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any passenger vehicle of any kind upon or within any Lot or Dwelling or within any portion of the Common Areas except:

- (i) Within enclosed garages or workshops; or
- (ii) For emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Development.

“(e) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use or maintenance of passenger vehicles within any portion of the Development.”

9. Section 6.15 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“6.15 Fences. The only fencing permitted shall be as may be approved by the ARC, set forth in any Architectural Standards adopted from time to time by the ARC or set forth in any rules and regulations adopted from time to time by the Board. No fence shall be greater than six (6) feet in height on interior lots except with regard to maintenance areas within the Common Areas, tennis courts approved by the ARC and those fences erected by Developer. No fences shall be allowed in front yards. Electric fences above ground shall not be permitted. The type of materials utilized for (including the color thereof) and the location of all fences must be approved by the ARC. No fence shall be closer to the street than the rear building line of the home. All fencing on corner lots must be specifically approved by the ARC prior to installation. ARC approved fences on lots adjoining the lake may not be within thirty (30) feet of the center line of the outfall sewer easement.”

10. Section 6.16(b) of the Declaration is amended by (a) deleting the parenthetical phrase "(including wrought iron doors)" in the second sentence and by substituting in lieu thereof the phrase "(including metal security doors)" and (b) adding the phrase "unless approved by the ARC" to the end of the last sentence of said Section.

11. Section 6.16(c) of the Declaration is amended by adding the following sentence at the end of said Section:

"The addition of sunscreens or films on front or side windows must have prior approval of the ARC."

12. Sections 6.17 through 6.20, inclusive, of the Declaration are deleted in their entirety and the following is substituted in lieu thereof:

"6.17 Mailboxes. Only one (1) mailbox shall be allowed on any Lot or Dwelling. All mailboxes shall be of the type, design, color and location as approved by the ARC, as established by the ARC in the Architectural Standards or as set forth in any rules and regulations adopted from time to time by the Board. Mailboxes must contain the house number of the Lot or Dwelling as approved by the ARC or as set forth in any rules and regulations adopted from time to time by the Board.

"6.18 Utility Meters and HVAC Equipment. Any meter attached to a house shall be shielded from view from the street by either appropriate landscaping or other means approved by the ARC. All exterior heating, ventilating and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear or side of a Dwelling. No window mounted heating or air conditioning units or window fans shall be permitted. All HVAC units and generators on Dwellings adjacent to the lake must be screened from view from lake by ARC-approved fencing or evergreen vegetation.

"6.19 Satellite Dishes and Antennae. No satellite dishes shall be positioned on any Lot or Dwelling unless specifically approved in advance in writing by the ARC. No radio antenna, radio receiver or other similar device or aerial shall be attached to or installed on any Lot or Dwelling, or any other portion of the Development unless the same is contained entirely within the interior of a building or other structure, is not visible from any street or adjacent Lot or Dwelling and is approved by the ARC. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Dwelling which may interfere with the reception of radio or television signals within the Development; provided, however, that Developer shall not be prohibited from installing and operating any equipment necessary for master antenna, cable television, security, mobile radio or similar systems within the Development.

"6.20 Driveways and Sidewalks. All driveways and sidewalks for each Lot or Dwelling shall be constructed of concrete. Other materials (e.g., brick) may be used but only if approved by the ARC. All driveways and sidewalks shall be paved; chert, gravel and loose stone driveways and sidewalks are prohibited. No driveway will be permitted in the rear yard of a

dwelling adjacent to the lake. Driveways and sidewalks may not be painted or stained without prior approval of the ARC.”

13. The first sentence of Section 6.21 of the Declaration is deleted in its entirety.

14. Section 6.21(a) of the Declaration is amended by adding the following to the end of said Section:

“No outdoor furniture shall (i) be located, placed, installed, kept or allowed to remain within the front or side yards of any Dwelling or (ii) be used as any type of yard decoration to the extent the same would be visible from any street.”

15. Section 6.21(e) of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“(e) Basketball backboards shall be positioned on a Lot or Dwelling in a location approved by the ARC. Basketball goal backboards should be of clear plexiglass or acrylic and maintained in good condition.”

16. Section 6.21(g) of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“(g) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear or side of a Dwelling and, to the extent practicable, shall not be visible from the street.”

17. Sections 6.22 through 6.25, inclusive, of the Declaration are deleted in their entirety and the following is substituted in lieu thereof:

“6.22 Pets and Animals. No animals, livestock, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any Lot or Dwelling, or other portion of the Development; provided, however, that dogs and cats may be kept and raised in or upon any Dwelling so long as such dogs and cats are not kept for breeding or commercial purposes. The Board may adopt rules and regulations limiting the number and types of dogs and cats allowed within the Dwelling, which rules and regulations may establish a specific listing of permitted and prohibited pets, including species or types of dogs or other animals which will not be allowed within any portion of the Development. Pets such as snakes, alligators and other reptiles are prohibited. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. No structure or area for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Areas; all such structures or areas shall be located at the rear of the Dwelling, shall not be visible from any street, and shall be constructed of materials and of a size approved by the ARC. Dogs and cats shall not be allowed to roam unattended within the Development; all dogs shall be kept and maintained within fenced or walled areas on a Dwelling, as approved by the ARC, or otherwise under leash. Pets shall not be permitted to leave excrement on the Lot or Dwelling of any other Owner or within any street or any portion of the Common Areas and the Owner of such pet shall immediately remove the

same. Each Owner shall be liable to the Association for the costs of repairing any damage to the Common Areas caused by the pet of such Owner or Occupant. The Board shall have the right from time to time to promulgate rules and regulations governing keeping the pets within the Development, including the right to assess fines for violations of such rules and regulations.

“6.23 Trash, Rubbish and Other Nuisances.

“(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Dwelling which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots or Dwellings within the Development. Noxious or offensive activities shall not be carried on in or from any Lot, Dwelling or in any part of the Common Areas. Each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly or unkempt conditions, resulting in the cancellation of or increase in insurance coverage or premiums for any portion of the Development or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority. Any Owner, or Occupant or any of the respective family members, guests, tenants, invitees, servants, agents, employees or contractors of such Owner or Occupant, who dumps, places or allows trash or debris to accumulate on his Lot, Dwelling, or on any other portion of the Development shall be liable to the Association for all costs incurred by the Association to remove the same.

“(b) Trash, garbage and any other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Trash cans and containers shall at all times be kept at the rear of or inside a Dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate landscaping or fencing approved by the ARC; provided, however, that trash cans and containers can be moved to the street curb of any Dwelling on trash collection days, only, for such Lot or Dwelling.

“(c) No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot, Dwelling, or other portion of the Development.

“(d) Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Lot or Dwelling, or other portion of the Development; provided, however, that the foregoing shall not apply to Developer or to the use of any of the foregoing devices within any recreational areas of the Common Areas such as swimming pools.

“6.24 Recreational Vehicles and Machinery and Equipment.

“(a) Trailers of any kind, campers, vans, motorcycles, bicycles, motorized carts and all-terrain vehicles, lawnmowers, tractors, tools, construction machinery and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall not be permitted, stored or allowed to remain on any Lot or Dwelling unless the same is (i) placed, stored and maintained within a

wholly-enclosed structure, with roofing and doors, on such Lot or Dwelling or (ii) within a fenced, paved area located on a Lot or Dwelling, so long as both of the following requirements are satisfied: (1) such area is located within the rear yard of a Dwelling and (2) such recreational vehicles, machinery or equipment are not visible from any street or other Dwelling within the Development. Any such enclosed structure or area must be approved by the ARC. The Common Areas shall not, unless expressly permitted by the Association, be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment.

“(b) Mobile homes and motorized homes shall not be stored or parked within the Development.

“(c) Each Lot or Dwelling shall provide for adequate off-street parking (*i.e.*, parking areas located solely within the property lines of such Lot, or Dwelling). Vehicles shall be parked only on paved parking areas on a Lot or Dwelling which have been constructed in accordance with the provisions of Section 6.20 above or in garages constructed in accordance with the provisions of Section 6.14 above. Vehicles shall not be parked on any landscaped or natural areas of a Lot or Dwelling. The Board may adopt from time to time rules and regulations relating to the parking of recreational vehicles, machinery and equipment within the Development.

“(d) Any vehicle which is inoperable shall be immediately removed from the Development. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or Dwelling within any portion of the Common Areas, except:

- (i) Within enclosed garages or workshops; or
- (ii) For emergency repairs and then only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Development.

“(e) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use or maintenance of, mobile homes, tractors, equipment, machinery, trailers (with or without wheels), motor homes, trucks (other than pick-up trucks), commercial vehicles of any type, campers, motorized campers or trailers, boats or other watercraft, boat trailers, motorcycles, motorized bicycles, all-terrain vehicles, motorized go-carts and golf carts and other forms of transportation.

“**6.25 Signage.** No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any Lot or Dwelling or elsewhere on any portion of the Property without the express written permission of the ARC. The approval of any signs and posters, including, without limitation, political campaign signs and name and address signs, shall be upon such conditions as may from time to time be determined by the ARC. Notwithstanding the foregoing: (a) the restrictions set forth in this Section 6.25 shall not be applicable to Developer or to any signs erected pursuant to Section 6.28(c) below, (b) Developer and the Association shall have the right, but not the obligation, to erect and maintain reasonable and appropriate signs on any portions of the Common Areas and within those easement areas

established in Section 3.07 above, (c) the Board shall have the right to adopt rules and regulations from time to time concerning the location, size, color, specifications and other criteria for any real estate signage, security signage and similar personal signage to be placed, erected, installed or maintained on any portion of the Property, including any and all Lots and Dwellings thereof, and (d) no signage, banners, flags, or advertising posters shall be placed, kept, maintained, installed or operated on any Lot or Dwelling unless the same has been approved by the ARC, is set forth in Architectural Standards adopted by the ARC or satisfy the requirements of any rules and regulations adopted from time to time by the Board.”

18. Section 6.28(c) of the Declaration is deleted in its entirety, now constitutes part of Section 6.25(c) of this Declaration and the phrase “Intentionally Deleted” is substituted in lieu thereof.

19. Section 6.31 of the Declaration is deleted in its entirety and the phrase “Reserved” is added in lieu thereof.

20. Sections 6.32 and 6.33 of the Declaration are deleted in their entirety and the following is substituted in lieu thereof:

“6.32 Traffic Regulations. All vehicular traffic on the and roads in the Development shall be subject to the applicable provisions of the laws of the State of Alabama and any other city or county having jurisdiction thereof concerning operation of motor vehicles on public streets. The Board of the Association is hereby authorized to promulgate, administer, and enforce reasonable rules and regulations governing vehicular and pedestrian traffic, including adopting reasonable safety measures for any of the roads within any portion of the Development. The Board of the Association shall be entitled to enforce such rules and regulations by establishing such enforcement procedures as it deems appropriate, including levying fines for the violation thereof. Only drivers licensed to operate motor vehicles may operate any type of motor vehicle within the Development. Motor vehicles of any kind and nature which are operated in the Development must bear current licensing and shall be operated in a careful, prudent, safe and quiet manner, with proper lighting and with due consideration for the rights of all residents of the Development.

“6.33 Waterfront Lots.

“(a) Buffer. In addition to the provisions of Section 6.04(c) hereof, a thirty (30) foot buffer, free from any Improvements of any nature shall remain and at all times be maintained on that portion of any Lot and Dwelling which abuts and is contiguous to any lakes or other water features or parks within the Development. Furthermore, in order to promote a suitable, safe and attractive open space atmosphere, no Improvements of any nature (including, without limitation, fences, walls, berms, mounds, barriers, decks, terraces, patios, tennis courts, swimming pools, outdoor furniture, swing sets, outdoor recreational facilities and equipment or any other similar devices, equipment, tools or machinery, buildings or other structures), shall be constructed or allowed to remain within the fifty (50) foot strip of land along the common boundary of those Lots or Dwellings, or Common Areas which are adjacent to any lakes, water features or parks within the Development. The developer reserves for itself, its heirs and assigns, a twenty (20)

foot rear lot line beautification easement on any lot, abutting upon; or contiguous to, any lake, park or common area.

“(b) Boats. No fuel-powered boats of any type will be permitted on the lake. The Board shall have the right to adopt rules and regulations from time to time which further limit the types, sizes, colors and other aspects of any boats which may be permitted on the lake within the Development as well as any other rules and regulations concerning the use of the lake as determined by the Board from time to time.

“(c) Docks and Piers. No docks, piers or similar structures will be permitted on any Lot or Dwelling.

“(d) Swimming. Swimming shall not be permitted on the lake. Swimming includes, without limitation, any entry of a person into the lake whether from the shore, boat or any permitted floating device.

“(e) Fishing and Fish Feeders. Fishing shall be permitted from the shore or an approved boat with only artificial bait. No person shall transfer any fish to or from the lake. No fish feeder will be permitted on individual Lots or Dwellings within the Development.

“(f) Silt Fences.

(i) Before beginning any clearing or construction on any Lot adjacent to the lake, the builder must construct a silt fence five (5) feet from the lake's edge and a silt fence thirty (30) feet from the lake's edge.

(ii) Said silt fences will be maintained in working order by the builder until all construction and landscaping has been completed.

“(g) Nature Trail, Nature Preserve and Dam.

(i) No wheeled vehicles of any sort (including without limitation) bicycles, tricycles, mopeds) will be permitted at any time on the nature trail or dam. However, this section does not prohibit the transporting of a small child or infant in a stroller or baby buggy.

(ii) Entry into the nature preserve immediately behind the dam by any person is prohibited.”

21. Section 7.01 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“7.01 Responsibilities of Owners.

“(a) Unless specifically identified herein as being the responsibility of the Association, the maintenance and repair of all Lots, Dwellings, all other improvements situated thereon or

therein and all lawns, landscaping and grounds on or within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his Lot and or Dwelling or, as the case may be, in a neat, clean and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Dwellings and other Improvements and reroofing, removal of roof stain or mold or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling without first obtaining the prior written approval of the same from the ARC.

“(b) Each Lot or Dwelling, as the case may be, shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC. All areas of any Lot or Dwelling which are not improved by the construction of a Dwelling thereon (except for the natural, undisturbed buffer area on any Lot or Dwelling as described in Section 6.33 above) shall at all times be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or shrubbery and trees. The maintenance obligations set forth in this Section 7.01 shall apply to all portions of a Lot or Dwelling up to the edge of the pavement of any roadway abutting such Lot or Dwelling and shall be binding on the Owner of each Lot or Dwelling at all times, either prior, during or after the construction of any Improvements thereon. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weeds, rubbish, debris, garbage and waste material shall be promptly removed from any Lot or Dwelling and properly disposed of outside of the Development.

“(c) No Owner shall:

(i) Decorate, change or otherwise alter the appearance of any portion of the exterior of a Dwelling or the landscaping, grounds or other improvements within a Lot unless such decoration, change or alteration is first approved, in writing, by the ARC as provided in Sections 5.05, is otherwise allowed by the Architectural Standards adopted from time to time by the ARC or authorized in any rules and regulations adopted from time to time by the Board; or

(ii) Do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Development, reduce the value thereof or impair any easement or hereditaments thereto, without in every such case obtaining the prior written approval of the ARC.”

22. Section 8.04(a) of the Declaration is deleted in its entirety and the phrase “Reserved” is inserted in lieu thereof.

23. Section 8.04(b) of the Declaration is amended by deleting the last sentence of said Section.

24. Section 8.04(c) of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“(c) In the event the budget for any year after the Base Year results in the Owners being liable for the payment of annual Assessments which exceed (without regard to prorations or adjustments as provided in Section 8.08 below) ten percent (10%) of the annual Assessments payable for the entire immediately preceding calendar year, then the budget and the amount of the annual Assessments shall be presented for approval of the Owners at the annual meeting of the Association and must be approved by the vote of a majority of the Owners who are voting in person or by proxy at such meeting. In the event the amount of the annual Assessments does not exceed the limitations set forth above or until such time as a majority of the Owners have approved such increase in the amount of the annual Assessments, then the budget approved by the Board for the then current fiscal year shall be implemented, subject to the restrictions and limitations set forth above on the amount of increase in annual Assessments. The limitations on increases in the amount of annual assessments provided in this Section 8.04(c) shall not be applicable to the Base Year; accordingly, the actual annual Assessments for each Lot and Dwelling for the Base Year may exceed the foregoing limitations.”

25. Section 8.07 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“8.07 Notice of Meetings and Quorum.

“(a) Written notice of the annual meeting of the Association, as well as any other meeting called for the purpose of taking any action authorized in this Article VIII shall be sent to all Owners not less than ten (10) days nor more than fifty (50) days in advance of such meetings. Except as otherwise provided to the contrary in this Section 8.07(a), with respect to any meeting involving a vote on a Major Decision, a Major Decision Quorum is required and if a Major Decision Quorum is achieved, then the Major Decision Majority Vote shall determine any such Major Decision; provided, however, that if the required Major Decision Quorum is not achieved, then another meeting (or ballot vote) may be called subject to the same notice requirement but the required Major Decision Quorum at the subsequent meeting (or ballot vote) shall be the presence in person or by proxy, of 67 Owners entitled to cast votes of the Association (or, if any vote is taken by a ballot vote, then a total of 67 votes (whether for or against a proposal) must be voted to create a quorum) and the vote of a majority of the Owners voting (whether in person, by proxy or in a ballot vote) shall be required to approve any Major Decision.

“(b) With respect to any meeting to consider an amendment to the Articles, then the provisions of the Articles relating to amendments to the Articles shall be applicable.

“(c) With respect to all other meetings of the members of the Association not involving a Major Decision or any amendment to the Articles, including, specifically, meetings pursuant to which special Assessments are to be levied upon each Lot or Dwelling pursuant to Section 8.05 above, there shall be no specific requirement establishing a quorum and the vote of a majority of the Owners who are voting, in person or by proxy, at any such meeting shall be binding on all of the members of the Association.

“(d) Notwithstanding anything provided to the contrary in this Declaration, in lieu of holding an annual meeting or a special meeting, any vote to be taken by the Owners may be undertaken in a ballot vote in accordance with the terms and provisions of the Bylaws.”

26. Section 9.02 of the Declaration is amended by deleting the phrase “within one hundred eighty (180) days” and by substituting in lieu thereof the phrase “as soon as possible but not to exceed ninety (90) days”.

27. Sections 10.01 through 10.03, inclusive, of the Declaration are deleted in their entirety and the following is substituted in lieu thereof:

“10.01 Term. The terms, covenants, conditions and restrictions set forth in this Declaration shall run with and bind all of the Property, shall inure to the benefit of all Owners and Mortgagees and their respective heirs, executors, personal representatives, administrators, successors and assigns, and shall be and remain in effect for a period of fifty (50) years from and after November 4, 1994, after which time this Declaration shall be automatically renewed and extended for successive and continuous periods of ten (10) years each, unless, at any time after fifty (50) years from November 4, 1994, a Major Decision Quorum elects by a Major Decision Majority Vote to terminate this Declaration, in which event such termination shall be evidenced by a written agreement recorded in the Probate Office; provided, however, that the rights of way and easements established, granted and reserved in Article III hereof shall continue and remain in full force and effect for the time periods and duration specified therein.

“10.02 Amendment by Developer. For so long as Developer owns any Lot or Dwelling within the Development, Developer may amend this Declaration by a written instrument filed and recorded in the Probate Office of Jefferson County, Alabama, without obtaining the approval of any Owner or Mortgagee; provided, however, that except as otherwise provided in Section 10.04 below:

“(a) In the event any amendment to this Declaration proposed by Developer materially and adversely alters or changes any Owner’s rights to the use and enjoyment of his Lot or Dwelling or materially and adversely affects the title to any Lot or Dwelling, then such amendment shall be valid only upon a Major Decision Majority Vote of the Owners (including Developer who shall have the voting rights attributable to any Lots or Dwellings owned by Developer); or

“(b) In the event any such proposed amendment by Developer would materially and adversely affect the title and interest of any Institutional Mortgagee, such amendment shall be valid only upon the written consent thereto of all such Institutional Mortgagees affected thereby. Any amendment made pursuant to this Section 10.02 shall be certified by Developer and shall be effective upon recording of the same in the Probate Office of Jefferson County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this Section 10.02 and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent to the amendment of this Declaration or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provisions of any law, ordinance, statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or

Dwellings, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings within the Development.

“10.03 Amendments by Association. Amendments to this Declaration, other than those authorized by Section 10.02 above, shall be proposed and adopted by the Association in the following manner:

“(a) At any annual or special meeting of the members of the Association, an amendment to this Declaration may be proposed by either the Board of the Association or by any Owners present in person at such meeting. Furthermore, the Board may, at any time, propose a ballot vote of the Owners pursuant to the terms of the Bylaws involving any amendments to the Declaration. Any such proposed amendment must be approved by a Major Decisions Majority Vote at which a Major Decision Quorum has voted; provided, however, that:

(i) Any amendment which materially and adversely affects the security, title or interest of any Institutional Mortgagee must be approved by such Institutional Mortgagee;

(ii) During any period in which Developer owns a Lot or Dwelling in the Development, then Developer must approve such proposed amendment; and

(iii) To the extent the proposed amendment affects any of the matters described in Section 10.04 below, then the provisions of Section 10.04 below shall be applicable to such proposed amendment.

“(b) Any and all amendments which have been approved in accordance with the provisions of Section 10.03(a) above shall be executed by all parties who consent to the same is required; provided, however, that in the alternative, the sworn statement of the President of the Association or by the Chairman of the Board stating unequivocally that the agreement of the requisite number of Owners was lawfully obtained may be attached to and incorporated into such amendment without joinder of any Owners. Any such amendment shall be effective upon recording of the same in the Probate Office of Jefferson County, Alabama.”

28. Section 10.04 of the Declaration is amended by deleting all references therein to “Club Owner”.

29. Section 12.16 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“12.16 Notices. Each Owner shall be obligated to furnish to the Association, in writing, the address, if other than the Lot or Dwelling of such Owner, to which any notice to such Owner under this Declaration is to be given and, if no address other than such Lot or Dwelling shall have been designated in writing, then all notices and demands shall be mailed or delivered to the Lot or Dwelling of such Owner. Any Owner may, for the purposes of notices hereunder, specify in writing to the Association that all notices be submitted to such Owner by facsimile

transmission or through the Internet utilizing a specific electronic mailbox for that particular Owner. All notices required or permitted to be given to any Owner pursuant to the terms and provisions of this Declaration shall be deemed to have been sufficiently given or served upon any Owner when either (a) deposited in the United States mail for first-class delivery with postage prepaid and addressed to the last address furnished by such Owner to the Association (or if no address has been furnished, then to the Lot or Dwelling of such Owner), in which case notice shall be deemed given upon deposit of same in the United States mail, (b) delivered to the Dwelling, if any, situated on an Owner's Lot in which event notice shall be deemed given upon personal delivery of such notice to the mailbox or when attached to the front door of such Lot or Dwelling, (c) sent by facsimile transmission to a facsimile number provided in writing by such Owner to the Association, which notice shall be deemed to have been given upon transmission of such facsimile notice or (d) sent by Internet to an electronic mailbox address provided in writing by such Owner to the Association, which notice shall be deemed to have been given upon transmission of such electronic mail by the Association. All notices to the Association (or to the ARC) shall be delivered or sent to the following address:

Lake Crest Residential Association, Inc.
581 Lake Crest Drive
Hoover, Alabama 35226

or to such other address as the Association (or the ARC) may from time to time specify in a notice to the Owners. All notices to Developer shall be sent or delivered to Developer at the above address or to such other address as Developer may notify the Association.”

30. **Full Force and Effect.** Except as expressly modified and amended herein, all of the terms and provisions of the Original Declaration, as amended by the Amendments, shall continue and remain in full force and effect and be binding upon all of the Owners, and their respective heirs, executives, personal representatives, successors and assigns.

CERTIFICATION

The undersigned hereby certifies and affirms the following:

1. My name is RICK FRANKS and I serve as President of Lake Crest Residential Association, Inc., an Alabama nonprofit corporation (the "Association").
2. This Certification is attached to and constitutes a part of the Amendment to Lake Crest Residential Association, Inc. Declaration of Protective Covenants, Conditions and Restrictions dated as of MAY 23, 2011 (the "Amendment").
3. As provided in the Amendment, a special meeting of the members of the Association was held on MAY 9, 2011. Prior written notice of such meeting was given to all members on APRIL 14, 2011.
4. At such meeting, 275 members in the Association were present, either in person or by proxy, at such meeting.
5. The undersigned hereby unequivocally states that the agreement of the requisite number of owners in the Association was lawfully obtained to the adoption of the Amendment.

Dated as of the 23 day of MAY, 2011.

Rick Franks

President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Rick Franks, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23 day of May, 2011.



Cheryl R. Abbott

Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 26, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____

EXHIBIT A

AMENDMENTS

1. Lake Crest Architectural Guidelines and Covenants dated 11/7/97 and recorded as Instrument # 9762/8215 in the Office of the Judge of Probate of Jefferson County, Alabama, Bessemer Division (the "Probate Office").
2. Lake Crest Architectural Guidelines and Covenants recorded as Instrument No. 9762/8366 in the Probate Office.
3. Lake Crest Architectural Guidelines and Covenants dated April 21, 1999 and recorded as Instrument No. 9961/2499 in the Probate Office.
4. Lake Crest Architectural Guidelines and Covenants dated November 18, 1999 and recorded as Instrument No. 9963/3658 in the Probate Office.
5. Lake Crest Architectural Guidelines and Covenants amended on May 4, 2001 and recorded as Instrument No. 200161/2796 in the Probate Office.
6. Lake Crest Architectural Guidelines and Covenants amended on February 4, 2003 and recorded as Instrument No. 00360/3967 in the Probate Office.
7. Lake Crest Architectural Guidelines and Covenants amended on March 20, 2003 and recorded as Instrument No. 200361/1322 in the Probate Office.
8. Lake Crest Architectural Guidelines and Covenants amended on December 7, 2004 and recorded as Instrument No. 200464/0024 in the Probate Office.
9. Lake Crest Architectural Guidelines and Covenants recorded on December 8, 2004 as Instrument No. 200464/0024 in the Probate Office.
10. Lake Crest Architectural Guidelines and Covenants amended on July 30, 2004 and recorded as Instrument No. 200462/5780 in the Probate Office.
11. Lake Crest Architectural Guidelines and Covenants recorded on August 3, 2004 as Instrument No. 200462/5779 in the Probate Office.
12. Lake Crest Architectural Guidelines and Covenants recorded on November 18, 1999 and recorded as Instrument No. 9963/3659 in the Probate Office.
13. Lake Crest Architectural Guidelines and Covenants recorded on November 18, 1999 and recorded as Instrument No. 9963/3659 in the Probate Office.
14. Lake Crest Townes Amendment to the Declaration dated July 20, 2005 and recorded as Instrument No. 200562/4417 in the Probate Office.

15. Lake Crest Townhomes, LLC Amendment to Declaration dated August 24, 2005 and recorded as Instrument No. 200563/1252 in the Probate Office.
16. Oakmere at Lake Crest Amendment to Declaration dated March 30, 2005 and recorded as Instrument No. 200505/9355 in the Probate Office.
17. Amendment to Articles of Incorporation, Bylaws and Covenants, Conditions and Restrictions of the Property of Lake Crest Residential Association, Inc. dated May 1, 2010 and recorded in BK LR 201062, Page 27649 in the Office of the Judge of Probate of Jefferson County, Alabama.

IN WITNESS WHEREOF, Developer and the Association have caused this Amendment to be executed as of day and year first above written.

AWTREY DEVELOPMENT, INC., an Alabama corporation

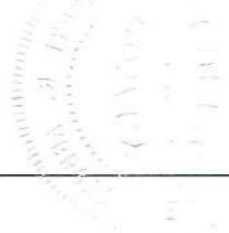
By: 

Its: President

LAKE CREST RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit corporation

By: 

Its: President



STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that H. Albert Awtry, whose name as President of AWTRY DEVELOPMENT, INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23 day of May, 2011.



Cheryl R. Abbott
Notary Public

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 26, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS**

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Rick Franks, whose name as President of LAKE CREST RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 23 day of May, 2011.



Cheryl R. Abbott
Notary Public

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 26, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS**