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State of Alabama)
:
Jefferson County)

**Lake Crest Townes
Amendment to
Lake Crest Residential Declaration of Covenants, Conditions and Restrictions**

The undersigned, Awtrey Development, Inc., an Alabama corporation (hereinafter "Developer") has previously executed that certain Declaration of Covenants, Conditions and Restrictions (the "Declaration") which has been recorded in Real 1056, page 812, in the Bessemer Division of the Office of the Judge of Probate of Jefferson County, Alabama. Pursuant to Section 2.02 of the Declaration, Developer has the right, in its sole and absolute discretion, to submit additional property to the provisions of the Declaration. Developer has determined to submit to the terms and provisions of Declaration that certain real property (hereinafter the "Additional Property") more particularly described as follows:

All of the lots, common area and other lands included within the plat of Lake Crest, Phase 9, as recorded in Map Book 0039/0058 in the Bessemer Division of the Office of the Judge of Probate of Jefferson County, Alabama.

Developer has also determined to impose certain additional covenants which will apply only to the Additional Property.

NOW, THEREFORE, in consideration of the foregoing recitals, and pursuant to the authority reserved unto Developer pursuant to the provisions of the Declaration, Developer does hereby declare that the Declaration, as same might have previously been amended, is hereby amended as follows:

1. Additional Property. The Additional Property is hereby added and submitted to the provisions of the Declaration, and the Property, as said term is defined under the Declaration, is hereby amended to include the Additional Property.
2. Additional Property is Subject to Declaration. The Additional Property is hereby subject to and entitled to the benefits of the provisions of the Declaration, and any conveyance of all or any portion of the Additional Property shall be subject to the provisions of the Declaration.
3. The Committee. After the sale of all of the sixty (60) lots within the Additional Property, to parties other than A&M Townhomes, LLC (hereinafter "A&M"), then the owners of each of the sixty (60) lots within the Additional Property shall elect a five (5) member committee (the "Committee") which shall have authority with respect to the landscaping of

the yards, the maintenance of the exteriors of the residential buildings to be constructed and the arrangement for satellite dish services, within the sixty (60) lots as set forth hereinbelow. The Committee shall have no other authority or power except as set forth herein. The members of the Committee shall be either owners or occupants of one of the sixty (60) lots within the Additional Property. Until such time as all of said sixty (60) lots have been conveyed to parties other than A&M, then all five (5) of the members of the Committee shall be appointed by A&M, and any such members may be removed or replaced at any time by A&M, at its discretion. Thereafter, elections of said five (5) members of the Committee shall be held among the owners of the aforesaid sixty (60) lots in the same manner in which elections of Directors of the Association are held pursuant to the Articles of Incorporation. Any decision or action of the Committee which is authorized by this instrument shall require the approval of three of the members thereof.

4. Maintenance of Yards. The Additional Property includes sixty (60) residential lots. The yards situated on each of the sixty (60) lots, including the front, back and side yards of each lot, shall be maintained by one (1) single landscape company or entity which shall be engaged by the Committee. The Committee shall determine the standards and levels of maintenance and care to be provided by such entity and shall establish the terms and conditions upon which such maintenance and care shall be provided, including the compensation to be paid therefore. The yards situated on each of the sixty (60) lots shall be maintained to an equal standard and level of care.
5. Additional Assessments/Contracts. The costs of maintaining the yards pursuant to the previous paragraph shall be assessed against each of the sixty (60) lots within the Additional Property, on an even basis, and collected from the owners of each of said sixty (60) lots, by the Lake Crest Residential Association, Inc. (the "Association"), in addition to and together with the Common Expenses and other assessments to be made by the Association, and shall be collected from the owners of said lots, on an annual quarterly or monthly basis, as determined by its Committee, pursuant to the provisions of the Declaration and the Articles of Incorporation and Bylaws for the Association. Any agreement for such landscape maintenance which has been approved by the Committee, as provided hereinabove, shall be entered into between the Association and the entity performing the landscape maintenance, and shall be enforceable by the Association and any owner of any of the sixty (60) lots within the Additional Property.
6. Insurance. Each of the residences to be constructed upon the lots within the Additional Property shall be attached to at least one other residence constructed on an adjacent lot. The owners of each of said lots shall maintain in full force and effect a policy of casualty and hazard insurance on the residences on their respective lots, with full replacement costs coverage. Said policies shall provide coverage for the interests of the holders of mortgages upon each of the lots and shall name the Association as a party to whom notices of cancellation or amendments must be given. The proceeds of any

claim made against said policy of insurance shall be applied to the prompt reconstruction and repair of any damage. The owners of the lots within the Additional Property shall also be responsible for securing, at their expense, policies of casualty and hazard insurance with respect to the contents of their respective residences, including, but not limited to, window treatments, furnishings, appliances, clothing and other personal property, and their own policies of liability insurance.

7. Reconstruction After Casualty. Any loss or damage to any residence on any lot within the Additional Property must be reconstructed and restored promptly by and at the expense of the owners of such lots. Any reconstruction and repair shall be to the same specifications upon which the residences were originally constructed. To the extent that the proceeds of the insurance pursuant to paragraph 6 above are not sufficient, the owners of the lot upon which the residence is to be reconstructed shall pay the additional costs of reconstruction and restoration. In the event that the owners of any such lot should fail or refuse to promptly reconstruct and restore the damaged residence, then the Association shall have the right and authority, at the election and direction of the Committee, to assess such costs against said lot, recover said costs from the owners of the lot and, at its election, cause the damaged improvements to be reconstructed and restored.
8. Maintenance of Exteriors. The Association shall cause the exterior of the residences on the lots within the Additional Property, including but not limited to the roofs, exterior walls and exterior paint, to be maintained in accordance with the direction of the Committee and by contractors and on such terms and provisions as determined by the Committee; provided, that the window panes and exterior doors shall be maintained by the owners of the residences. The Association shall assess the lots and collect from the owners of the lots, on an even basis, the costs of such maintenance, in addition to the Common Expenses and other assessments to be made by the Association. The Association shall have the right to require the collection of said costs from the owners of the lots within the Additional Property prior to contracting for such maintenance, and shall assess, collect and hold reserves for such maintenance in such amounts as are determined and directed from time to time by the Committee. Said assessments shall be collected, annually, quarterly or monthly, as determined by the Committee.
9. Satellite Dishes. No satellite dishes shall be permitted within the yards or on the exteriors of any improvements upon any of the sixty (60) lots within the Additional Property. The Committee shall have the authority to authorize one, but only one, provider of television satellite dish service to install its equipment within the portions of the Additional Property which are Common Areas, on such conditions, terms and provisions as the Committee shall determine. The Association shall have authority to enter into agreements with any such provider of satellite dish services on such terms as shall be approved by the Committee. The owners of each of the lots shall have the right, at their expense, to contract with any such provider for service to their respective lots.

Neither the Committee nor the Association shall have any responsibility for the provision of any such services.

10. Certain Common Areas. Lots 415A and 394A within the Additional Property are part of the Common Areas of the Association and shall be maintained by the Association in accordance with the provisions of the Declaration.
11. Easements for Encroachments. There is hereby declared and created an easement along each of the common boundaries between each of the 60 lots for the maintenance of any encroachments created at the time of the initial construction of the residential townhomes to be constructed upon said lots.
12. Enforcement. The Association shall have the right and authority to enforce the provisions of this instrument in the same manner and with all of the remedies, including those with respect to the collection of Common Expenses, as are set forth in the Declaration or otherwise available under Alabama law.
13. Amendment. The provisions of this instrument may be amended by an instrument executed by A&M and recorded in the office of the office of the Judge of Probate of Jefferson County, Alabama, until such time as A&M has conveyed title to all of the sixty (60) lots within the Additional Property. Thereafter, this instrument may be amended as provided in the Declaration.
14. Defined Terms. All defined terms set forth in this instrument, unless otherwise defined, shall have the meanings set forth in the Declaration.
15. Binding Effect. Except as modified by the provisions of this instrument, the terms and provisions of the Declaration shall prevail, and the provisions of the Declaration, as amended hereby, shall be binding upon and inure to the benefit of the owners of the lots within the Additional Property and their respective heirs, successors and assigns.
16. Consent. A&M Townhomes, LLC, as the owner of each of the sixty (60) lots within the Additional Property, acknowledges its consent to the provisions of this Amendment by its execution of this Amendment in the space provided below.

EXECUTED by the undersigned effective the 20th day of July, 2005.

AWTREY DEVELOPMENT, INC.

By: 

Its: President

A&M TOWNHOMES, LLC

By: 

Its: Managing Member

I certify this instrument filed on:

2005 JUL 29 03:51:56:27PM

Recorded and \$

Mtg. Tax

and \$

Deed Tax and Fee Amt.

\$ 14.50 Total \$ 14.50

MARK GAINES, Judge of Probate



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STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that H. Albert Awtreay whose name as President of AWTREY 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 20th day of July, 2005.

Cheryl R. Abbott
Notary Public **MY COMMISSION EXPIRES**
JANUARY 26, 2007

[NOTARIAL SEAL]

My commission expires: _____

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that H. Albert Awtreay whose name as Managing Member of A&M TOWNHOMES, LLC, an Alabama limited liability company, 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 managing member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 20th day of July, 2005.

Cheryl R. Abbott
Notary Public **MY COMMISSION EXPIRES**
JANUARY 26, 2007

[NOTARIAL SEAL]

My commission expires: _____