

State of Alabama)
:
Jefferson County)

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**Oakmere at Lake Crest
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 10, First Addition, as recorded in Map Book 0039/0071 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. Landscape Committee. After the sale of all of the thirty-four (34) lots within the Additional Property, then to parties other than Lake Crest Townhomes, LLC (hereinafter "LCT"), then the owners of each of the thirty-four (34) lots within the Additional Property shall elect a five (5) member committee (the "Landscape Committee") which shall have authority with respect to the

landscaping of the yards within the thirty-four (34) lots as set forth hereinbelow. The Landscape Committee shall have no other authority or power except as set forth hereinbelow. The members of the Landscape Committee shall be either owners or occupants of one of the thirty-four (34) lots within the Additional Property. Until such time as all of said thirty-four (34) lots have been conveyed to parties other than LCT, then all five (5) of the members of the Landscape Committee shall be appointed by LCT, and any such members may be removed or replaced at any time by LCT, at its discretion. Thereafter, elections of said five (5) members of the Landscape Committee shall be held among the owners of the aforesaid thirty-four (34) 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 Landscape Committee which is authorized by this instrument, shall require the written approval of three of the members thereof.

4. Maintenance of Yards. The Additional Property includes thirty-four (34) residential lots. The yards situated on each of the thirty-four (34) 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 Landscape Committee. The Landscape 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 thirty-four (34) lots shall be maintained to an equal standard and level of care.
5. Additional Assessments/Contracts. The costs of maintaining the yard pursuant to the previous paragraph shall be assessed against each of the thirty-four (34) lots within the Additional Property, on an even basis, and collected from the owners of each of said thirty-four (34) 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 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 Landscape 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 thirty-four (34) lots within the Additional Property.
6. Defined Terms. All defined terms set forth in this instrument, unless otherwise defined, shall have the meanings set forth in the Declaration.
7. 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.

8. Consent. Lake Crest Townhomes, LLC, as the owner of each of the thirty-four (34) 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.

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