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Bill English - Probate Judge
Lee County, AL
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Recorded: 02-22-2022 13:22:56
REC Recording Fee
Total Fees: \$ 11.00

11.00

**FIRST AMENDMENT TO
RESTRICTIVE COVENANTS**

WHEREAS, there appears of record in Deed Book 2634 at Page 862 in the Office of the Judge of Probate of Lee County, Alabama, Camelot Townhomes Subdivision Declaration of Covenants, Conditions and Restrictions ("Declarations") in regard to Camelot Townhomes ("Subdivision"), a subdivision of record in Town Plat Book 45 at Page 84 in the Office of the Judge of Probate of Lee County, Alabama; and

WHEREAS, paragraph 13.2 provides that during the developmental period, BC Stone Homes, LLC, as Declarant may unilaterally amend the Declarations without obtaining the consent and approval of any owner of a lot in the Subdivision or any Mortgagee thereof; and

WHEREAS, Declarant desires to amend the Declarations as hereinafter provided,

NOW, THEREFORE, the parties hereto agree as follows:

1. The Declarations of Subdivision is hereby amended as follows;

a. The provisions of Article 5.1(b) shall be replaced with the following language:

(b) The Association shall maintain all front, rear, and side (if applicable) yards of each Unit. Such maintenance shall be limited to cutting the grass of the yards and maintenance of the mulched bed areas (originally installed or thereafter installed by the Association) and any plants within said mulched bed areas. Such maintenance may, in the sole discretion of the Board, also consist of weed control and fertilization of the yards and landscape beds. In the case that a Unit Owner has enclosed the rear yard with fencing, such fencing must be approved by the Board pursuant to Section 9.16 and include a locked gate of at least six (6) feet in width, which shall be accessible by the Board or its agents through a common key. As the Board in its sole discretion deems necessary for reasonable access to each Unit's yard, a locked gate of at least six (6) feet in width, accessible by the Board or its agents through a common key, shall also be installed on every shared fence line between Units and every shared fence line with a Common Area. For each instance that a Unit Owner fails to provide the needed access as described in this Section and in Section 10.5 below, a fine of One Hundred and 00/100 Dollars (\$100.00) shall be assessed on the Unit pursuant to Article 8.

b. The provisions of Article 9.16 shall be replaced with the following language:

9.16 Fences. Fences are to be constructed only in accordance with specifications and standards established by the Board. A Unit Owner, at

his or her sole expense, may enclose his or her rear yard but only first after submitting the plans and specifications to the Board and receiving written approval from the Board for the proposed fencing. Said fencing of the rear yard must include a gate of at least six (6) feet in width and include a lock with a common key shared with the Board and its agents unless rear fencing is on the property line of the development. As the Board in its sole discretion deems necessary for reasonable access to each Unit's yard, a locked gate of at least six (6) feet in width, accessible by the Board or its agents through a common key, shall also be installed on every shared fence line between Units and every shared fence line with a Common Area. A Unit Owner who blocks access to the gate or fails to provide access through a common key with the Board and its agents shall be fined One Hundred and 00/100 Dollars (\$100.00) per occurrence.

2. In all other respects such Restrictive, except as hereby amended, are ratified and affirmed.

This the 17th day of November, 2021.

BC STONE HOMES, LLC

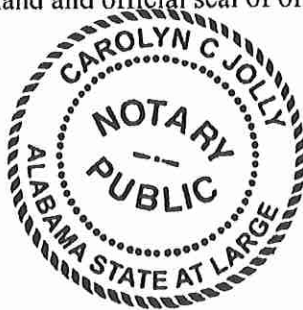
BY: 
BRYAN STONE, PRESIDENT

STATE OF ALABAMA
LEE COUNTY

I, the undersigned, a Notary Public for said County and State, hereby certify that BRYAN STONE, whose name as President of BC Stone Homes, LLC, 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 to same voluntarily for and as the act of said corporation.

Given under my hand and official seal of office, this the 17th day of November, 2021.

(Notary Seal)




NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

MY COMMISSION EXPIRES JULY 29, 2025