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BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
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STATE OF ALABAMA
COUNTY OF BALDWIN

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND
RESTRICTIONS OF LEXINGTON ESTATES SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS OF LEXINGTON ESTATES SUBDIVISION (this "Amendment") is made and entered into as of the 17th day of July, 2015, by D.R. HORTON, INC. – BIRMINGHAM, an Alabama corporation ("DHI").

Recitals:

Lexington Estates Subdivision (the "Subdivision") was created pursuant to the recording of that certain subdivision plat recorded at Slide 2491-A in the Probate Court Records of Baldwin County, Alabama (the "Records"). The Subdivision was subjected to that certain Declaration of Conditions, Covenants and Restrictions of Lexington Estates Subdivision dated December 11, 2014, and recorded at Instrument Number 1490524 in the Records (the "Declaration"). DHI is the owner of Lots 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11 of the Subdivision. DHI, as the owner of more than sixty-seven percent (67%) of the Lots in the Subdivision, desires to amend the Declaration in accordance with the terms and conditions hereof.

Agreement:

NOW THEREFORE, DHI hereby amends the Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.
2. Recitals. The foregoing recitals are true and correct in all respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.
3. Amendment of Section 1.03(b). The Declaration is hereby amended by deleting subparagraph (b) of Section 1.03 of the Declaration in its entirety and inserting in lieu thereof the following:
 - (b) "Benefitted Owner" means (i) with respect to Driveway Easement #1, the Owners of Lots 6, 7 and 8 as shown on the Plat of Subdivision; (ii) with respect to

Driveway Easement #2, the Owners of Lots 4, 5 and 9 as shown on the Plat of Subdivision; and (iii) with respect to Driveway Easement #3, the Owners of Lots 2, 3 and 10 as shown on the Plat of Subdivision.

4. Amendment of Section 1.03(i). The Declaration is hereby amended by deleting subparagraph (i) of Section 1.03 of the Declaration in its entirety and inserting in lieu thereof the following:

- (i) "Maintenance Share" means (i) with respect to Driveway Easement #1, one-third (1/3) for each of the Owners of Lots 6, 7 and 8; (ii) with respect to Driveway Easement #2, one-third (1/3) for each of the Owners of Lots 4, 5 and 9; and (iii) with respect to Driveway Easement #3, one-third (1/3) for each of the Owners of Lots 2, 3 and 10.

5. Amendment of Section 2.03. The Declaration is hereby amended by deleting Section 2.03 of the Declaration in its entirety and inserting in lieu thereof the following:

2.03 Easement for Common Driveway For Lots 6, 7 and 8. A perpetual, non-exclusive easement is hereby reserved over and across the following described portions of Lots 6 and 7 ("Driveway Easement #1"):

A twenty foot (20') wide area centered on the boundary line between Lots 6 and 7 and extending from the northern boundary lines of Lots 6 and 7 where they abut the existing Jenkins Pit Road right-of-way to the southern boundary lines of Lots 6 and 7 where they abut Lot 8.

Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of Driveway Easement #1 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 6, 7 and 8 and Jenkins Pit Road.

6. Amendment of Section 2.04. The Declaration is hereby amended by deleting Section 2.04 of the Declaration in its entirety and inserting in lieu thereof the following:

2.04 Easement for Common Driveway For Lots 4, 5 and 9. A perpetual, non-exclusive easement is hereby reserved over and across the following described portions of Lots 4 and 5 ("Driveway Easement #2"):

A twenty foot (20') wide area centered on the boundary line between Lots 4 and 5 and extending from the northern boundary lines of Lots 4 and 5 where they abut the existing Jenkins Pit Road right-of-way to the southern boundary lines of Lots 4 and 5 where they abut Lot 9.

Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of Driveway Easement #2 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 4, 5 and 9 and Jenkins Pit Road.

7. Amendment of Section 2.05. The Declaration is hereby amended by deleting Section 2.05 of the Declaration in its entirety and inserting in lieu thereof the following:

2.05 Easement for Common Driveway For Lots 2, 3 and 10. A perpetual, non-exclusive easement is hereby reserved over and across the following described portions of Lots 2 and 3 ("Driveway Easement #3"):

A twenty foot (20') wide area centered on the boundary line between Lots 2 and 3 and extending from the northern boundary lines of Lots 2 and 3 where they abut the existing Jenkins Pit Road right-of-way to the southern boundary lines of Lots 2 and 3 where they abut Lot 10.

Each Benefitted Owner shall have the right to construct, install, maintain, repair and/or replace (as applicable) a Driveway over and across all or any portion of Driveway Easement #3 for use as a driveway to provide pedestrian and vehicular ingress and egress to and from Lots 2, 3 and 10 and Jenkins Pit Road.

8. Amendment of Section 2.06. The Declaration is hereby amended by deleting Section 2.06 of the Declaration in its entirety and inserting in lieu thereof the following:

2.06 Sharing of Access Points. Notwithstanding anything contained in this Article Two to the contrary, by creating the easements reserved in Sections 2.03, 2.04 and 2.05 hereof, it is the express intent that (a) Lots 6, 7 and 8 share a common curb cut and access point onto Jenkins Pit Road, (b) Lots 4, 5 and 9 share a common curb cut and access point onto Jenkins Pit Road, and (c) Lots 2, 3 and 10 share a common curb cut and access point onto Jenkins Pit Road.

9. Basis for Amendment. As set forth hereinabove, DHI is the owner of Lots 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11 of the Subdivision. DHI, as the owner of more than sixty-seven percent (67%) of the Lots in the Subdivision, is amending the Declaration pursuant to and in accordance with Section 6.05 of the Declaration.

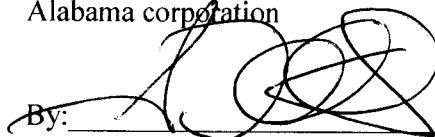
10. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

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IN WITNESS WHEREOF, DHI has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DHI:

D.R. HORTON, INC. – BIRMINGHAM, an
Alabama corporation

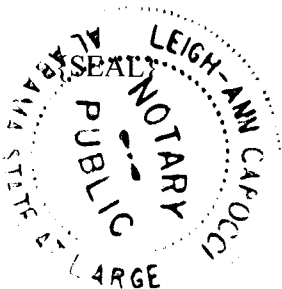
By: 

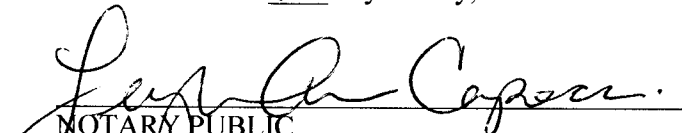
Scott D. Whitehurst
As Its Division President

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Scott D. Whitehurst, whose name as Division President of D.R. Horton, Inc. – Birmingham, 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 as and for the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this the 17th day of July, 2015.





NOTARY PUBLIC
My Commission Expires: _____

