

**AMENDMENT TO THE**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**LAKEWOOD TOWNHOMES, A SUBDIVISION**

WHEREAS, the Members of Lakewood Townhomes, a subdivision, do wish to amend and revise said Declaration of Covenants, Conditions and Restrictions of Lakewood Townhomes dated October 2, 1992 and filed in the Office of the Judge of Probate on October 14, 1992 in Miscellaneous Book 72, Pages 0741-0768 inclusive according to Article XII, Section 3 of said Declaration of Covenants, Conditions and Restrictions of Lakewood Townhomes, and,

WHEREAS, notice of the subject matter of the proposed revisions were included in a notice of a general meeting given to all property owners to be held on the 9<sup>th</sup> day of December, 2003, and,

WHEREAS, said proposed revision was approved by Members holding sixty-seven percent (67%) of the outstanding votes present and entitled to vote at such meeting in person or represented by proxy, at which a quorum was present at said meeting pursuant to Article XI, Section 2 of said Declaration of Covenants, Conditions and Restrictions of Lakewood Townhomes, and,

WHEREAS, a Resolution having been adopted and approved prior to that time by the Board of Directors proposing the revision given below, and,

WHEREAS, said proposed revision was approved by the Directors, and by the required number of members of the Association.

THEREFORE, the Declaration of Covenants, Conditions and Restrictions of Lakewood Townhomes, a subdivision, is hereby amended as follows:

Article II, Section 2(B) is hereby amended to read as follows:

*B. Other Additions. Upon approval in writing of the ASSOCIATION, pursuant to authorization of fifty-one percent (51%) of the vote of all of its members, voting as provided for herein, the OWNER of any property who desires to add such property to the jurisdiction of the ASSOCIATION may file of record a Supplementary Declaration of Covenants and Restrictions as described in Subsection "A" above.*

Article III, Section 1(E) is hereby amended to read as follows:

*E. The right of the Association to dedicate or transfer all or part of the COMMON AREA to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by fifty-one percent (51%) of the members to such dedication or transfer has been recorded.*

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Article VI, Section 6 is hereby amended to read as follows:

Section 6 - Board of Directors. The affairs of the ASSOCIATION shall be conducted by a BOARD OF DIRECTORS which shall consist of such number not less than three (3) nor more than five (5) as shall, from time to time, be determined and fixed by a majority of the voting rights present at any annual meeting of the members or by their proxy.

Article VII, Section 1 is hereby amended to read as follows:

Section 1 - Creation of the Lien and Personal Obligation of Assessments. The DECLARANT for each LOT owned within the PROPERTIES, hereby covenants, and each OWNER of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the ASSOCIATION: (1) annual assessments or charges and (2) special assessments for capital improvements to the COMMON AREA, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Liens on the behalf of the ASSOCIATION will be filed with the Courts and must be paid in full to obtain a clear title to the property. The obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Article VII, Section 2 is hereby amended to read as follows:

Section 2 - Special Assessments for Capital Improvements Upon Common Area. In addition to the annual assessments authorized above, the ASSOCIATION may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the COMMON AREA, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Article IX, Section 2 is hereby amended to read as follows:

Section 2 - Failure to Maintain. In the event an OWNER of any LOT in the PROPERTIES shall fail to maintain his LOT and improvements situated thereon as required herein in a manner satisfactory to the BOARD OF DIRECTORS, the ASSOCIATION, after approval by fifty-one percent (51%) vote of the BOARD OF DIRECTORS, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the LOT and the buildings and any other improvements erected thereon. The cost of the same shall be added to and become part of the assessment to which such LOT is subject.

Article X is hereby amended to read as follows:

**ARTICLE X**

**INSURANCE**

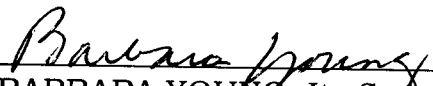
*Each LOT OWNER shall and is hereby deemed responsible for maintaining sufficient insurance upon his or her LOT so as to provide full replacement value thereof in the event of a casualty, including, without limitation: (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the building on the land, including, but not limited to, vandalism, malicious mischief and windstorm; and (3) flood insurance, if it can be obtained. Each LOT OWNER shall provide the ASSOCIATION annual evidence that such insurance is in full force and effect. In the event an OWNER of any LOT in the PROPERTIES shall fail to maintain sufficient insurance as provided for herein, the ASSOCIATION, after approval by fifty-one percent (51%) of the BOARD OF DIRECTORS shall have the right to purchase said insurance, the cost of which shall become the personal obligation of the LOT OWNER and a lien on the LOT.*

IN WITNESS WHEREOF, the said Lakewood Townhomes Property Owners Association, Inc., an Alabama Non-Profit Corporation, has caused this Amendment to be executed on its behalf and its corporate seal to be affixed hereto by its officers thereunto duly authorized this 19<sup>th</sup> day of February, 2004.

LAKEWOOD TOWNHOMES PROPERTY  
OWNERS ASSOCIATION, INC.

By:   
JAMES R. TORNEY, Its President

Attest:

By:   
BARBARA YOUNG, Its Secretary

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the Undersigned, a Notary Public in and for said State and County, hereby certify that JAMES R. TORNEY whose named as President, respectively, of LAKEWOOD TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., an Alabama Non-Profit Corporation, is signed to the foregoing Amendment to the Declaration of Covenants, Conditions and Protective Restrictions for Lakewood Townhomes, and who is known to me, acknowledged before me on this date that being informed of the contents of said Amendment, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and seal on this the 19<sup>th</sup> day of February, 2004.

*Rachel Putman*  
NOTARY PUBLIC

My Commission Expires: 100304

STATE OF ALABAMA     )  
COUNTY OF BALDWIN    )

I, the Undersigned, a Notary Public in and for said State and County, hereby certify that BARBARA YOUNG whose named as Secretary, respectively, of LAKEWOOD TOWNHOMES PROPERTY OWNERS ASSOCIATION, INC., an Alabama Non-Profit Corporation, is signed to the foregoing Amendment to the Declaration of Covenants, Conditions and Protective Restrictions for Lakewood Townhomes, and who is known to me, acknowledged before me on this date that being informed of the contents of said Amendment, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the date the same bears date.

Given under my hand and seal on this the 19<sup>th</sup> day of February, 2004.

*Rachel Putman*  
NOTARY PUBLIC

My Commission Expires: 100304

*This Instrument Prepared By:*  
DANIEL H. CRAVEN, P.C.  
Professional Court Building B  
224 West 19<sup>th</sup> Avenue  
Post Office Drawer 4489 (36547)  
Gulf Shores, Alabama 36542  
(251) 968-8170  
(251) 968-4837 fax

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:

2004 February -26 12:29PM

Instrument Number 792452 Pages 4  
Recording 12.00 Mortgage  
Deed Min Tax  
Index DP 5.00  
Archive 5.00  
Adrian T. Johns, Judge of Probate