

STATE OF ALABAMA *
*
SHELBY COUNTY *

LINWOOD ESTATES

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, the undersigned, are the owners of a majority of the lots in that certain subdivision known as Linwood Estates as recorded in Map Book 11, Page 45 in the Probate Office of Shelby County, Alabama, and

WHEREAS, under the provisions of Section III.I of that certain Declaration of Protective Covenants filed in Book 168 at Page 725 et. seq., in the Probate Office of Shelby County, Alabama, a majority of the owners of lots in Linwood Estates have the authority to amend the restrictions of said protective covenants, and

WHEREAS, an Amendment to Declaration of Protective Covenants was recorded on July 5, 1988, in Map Book 192, Page 462 in the Probate Office of Shelby County and a Final Consent Decree having been entered contemporaneously with the filing of this amendment in David B. Kennamer, et al, v. Oak Tree Enterprises, Inc., et al, Civil Action No. CV90-136, Circuit Court of Shelby County, Alabama, making this amendment a part thereof by reference,

NOW, THEREFORE, the undersigned do hereby amend the following protective covenants, conditions and limitations as set forth in Book 168, Page 725 et. seq., as filed in the Probate Office of Shelby County, Alabama.

1. Section I.E is hereby amended to read as follows: Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: 1 story houses shall have a minimum of 1700 square feet of heated areas and no basement area can be considered finished area. 1 1/2 story and 2 story houses shall have a minimum of 2,000 square feet and no basement area can be considered finished area.
2. Section III.A is hereby amended to read as follows: The officers of the Linwood Homeowners Association are hereby designated as the Architectural Control Committee. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for

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services performed pursuant to this covenant. Upon the (i) development of at least seventy-five (75%) of the Lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants, and then record owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its power and duties.

IN WITNESS WHEREOF, the undersigned, have caused this Amendment to Declaration of Protective Covenants to be executed this the 27th day of November, 1990.

David B. Kennamer
David B. Kennamer

Gretchen Kennamer
Gretchen Kennamer

David Dern
David Dern

Vickie Dern
Vickie Dern

John Hardaway
John Hardaway

Wendy Hardaway
Wendy Hardaway

Timothy Hayes
Timothy Hayes

Carolyn Hayes
Carolyn Hayes

H. C. Johnson
H. C. Johnson

Bonnie Johnson
Bonnie Johnson

Thurman Wilson, Jr.
Thurman Wilson, Jr.

RICHARD W. SIMMONS
RICHARD W. SIMMONS

John W. Ward
John W. WARD

SHIRLEY S. WARD
SHIRLEY S. WARD

Deborah B. Blalock
Deborah B. Blalock

Kim M. Ortroll
Kim M. ORTROLL

JAMES BRIAN PYATT
JAMES BRIAN PYATT

MICHAEL A. ORTROLL
MICHAEL A. ORTROLL

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Rhonda G. Pratt
Rhonda G. Pratt

Michael G. Hensley
Michael G. Hensley

Feiton Dupree
Feiton Dupree

Douglas S. Hoffmann
Douglas S. Hoffmann

Joan Boatwright
Joan Boatwright

Thurman Wilson, Jr.
Thurman Wilson, Jr.

Max Blalock
MAX BLALOCK

Sharon John Hensley
Sharon John Hensley

Margorie Jean Dupree
Margorie Jean Dupree

Pat VanderMeer
PAT VANDERMEER

Clifford B. Boatwright
CLIFFORD B. BOATWRIGHT

Thurman Wilson, Jr.
Thurman Wilson, Jr.

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STATE OF ALABAMA *
JEFFERSON COUNTY *

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Thurman Wilson, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of November, 1990.

Ann McLaughly
Notary Public

My Commission Expires: 4-21-91

STATE OF ALABAMA *
*
JEFFERSON COUNTY *

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that David B. and Gretchen Kennamer, David and Vickie Dern, John and Wendy Hardaway, Timothy and Carolyn Hayes, H.C. and Bonnie Johnson, Richard N. Simmons, John W. and Shirley S. Ward, Deborah B. and Max Blalock, Kim M. and Michael A. Ortroll, James Brian and Rhonda G. Pyatt, Michael G. and Sharon Johnson Hensley, Felton and Marjorie Joan Dupree, Douglas S. Hoffman and Pat VanderMeer, Joan and Clifford B. Boatwright, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of November, 1990.

Mary S. Coakley
Notary Public

My Commission Expires: 6/07/92

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

90 DEC 28 PM 2:06

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

1. Deed Tax	_____
2. Mtg. Tax	_____
3. Recording Fee	_____
4. Indexing Fee	\$ 10.00
5. No. Tax Fee	\$ 3.00
6. Certified Fee	\$ 1.00
Total	\$ 14.00