


STATE OF ALABAMA)
SHELBY COUNTY)


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Shelby Cnty Judge of Probate, AL
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**THIRD AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR LENOX PLACE**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
(this "Amendment") is made this 11th day of August, 2015 (the "Effective Date").

RECITALS

WHEREAS, Lenox Place Phase One, a subdivision created pursuant to the plat recorded in Map Book 19, Page 44, in the Probate Office of Shelby County, Alabama, and Lenox Place Phase Two, a subdivision created pursuant to the plat recorded in Map Book 19, Page 157, in the Probate Office of Shelby County, Alabama (collectively "Lenox Place") are subject to the Declaration of Protective Covenants for Cahaba Beach Place, a Subdivision Located in Shelby County, Alabama, dated November 17, 1994, and recorded as Instrument # 1994-36074 in the Probate Office of Shelby County, Alabama, and the Declaration of Protective Covenants for Lenox Place, a Subdivision Created Pursuant to the Plat Known as Lenox Place as Recorded in Map Book 19, Page 157, in the Probate Office of Shelby County, Alabama, dated December 19, 1994, and recorded as Instrument # 1995-12493 in the Probate Office of Shelby County, Alabama (collectively the "Covenants"), both as amended by (i) the Amendment to Declaration of Protective Covenants for Lenox Place and Supplemental Declaration of Protective Covenants for Lenox Place, Phase Two, dated August 3, 1995, and recorded as Instrument # 1995-25231 in the Probate Office of Shelby County, Alabama (which, among other things, corrected the name of the subdivision from "Cahaba Beach Place" to "Lenox Place"); and (ii) the Amended and Restated Amendment to Declaration of Protective Covenants for Lenox Place and Supplemental Declaration of Protective Covenants for Lenox Place, Phase Two, dated September 19, 1995, and recorded as Instrument # 1995-26311 in the Probate Office of Shelby County, Alabama; and

WHEREAS, pursuant to Article III, Section 13 of the Covenants, the following amendments to the Covenants were approved by virtue of a majority vote of the Lot Owners of Lenox Place;

NOW, THEREFORE, the Covenants are hereby amended from and after the Effective Date as follows, which amendments shall run with the land and shall be binding upon all parties (including all Lot Owners) having or acquiring any right, title or interest in Lenox Place or any part thereof and shall inure to the benefit of each Lot Owner.

1. Article III, Section 11 is amended to read as follows:

"11. **Enforcement and penalty.**

A. The covenants and restrictions herein shall be deemed to be covenants running



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with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the ACC or any persons owning any Lot on said land: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

B. Any Lot Owner found by the ACC to have unresolved covenant violations can result in fines no less than \$75 nor more than \$250 per violation, as determined by the ACC, to the Association. Penalties are due immediately upon notification, and each day that a violation occurs or continues shall be a separate violation subject to penalty. All Property except for the Common Areas shall be subject to a continuing lien for such penalties, subject to the same terms and conditions as liens for dues and assessments, and shall be included in the terms "assessments" or "charges," as provided in Article 4, Section 4 A, B, E and H. The Board of Directors of the Association, in its discretion, may by resolution amend the amount of the penalty to be effective the next fiscal year."

2. Article III, Section 1 F is amended to add the following as subsection 11:

"F.11. MAILBOXES. Alterations or replacements of mailboxes or mailbox posts must be of like style and quality as the existing mailbox or post. No wood or brick posts or elements are permitted. Must be glossy black in color."

3. Article III, Section 5 is amended to add the following as subsection F:

"F. All holiday decorations must be removed out of sight within two weeks after the holiday."

4. Article III, Section 14 is amended to read as follows:

"14. **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, to the street address of the Lot owned by such Owner, or when given by any other method permitted in the Articles of Incorporation or the By-Laws."

5. Article IV, Section 1 (a), (b), and (c) are amended to read as follows:

"(a) **The Articles of Incorporation:** The Articles of Incorporation of the Cahaba Beach Place Homeowners' Association, Inc., a nonprofit corporation, as amended to change the name to the Lenox Park Homeowners' Association, Inc., a nonprofit corporation.

(b) **The Association:** The Lenox Park Homeowners' Association, Inc., its successors and assigns.

(c) **The By-Laws:** The By-Laws of the Lenox Park Homeowners' Association, Inc."

6. Except as specifically modified and amended hereby, the Covenants as previously amended shall remain in full force and effect in accordance with their terms.

7. This Amendment shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned Judy Snow as President of the Lenox Park Homeowners' Association, Inc. has executed this Amendment as evidence of its adoption as provided in the By-Laws of the Association as of the date first set forth above.

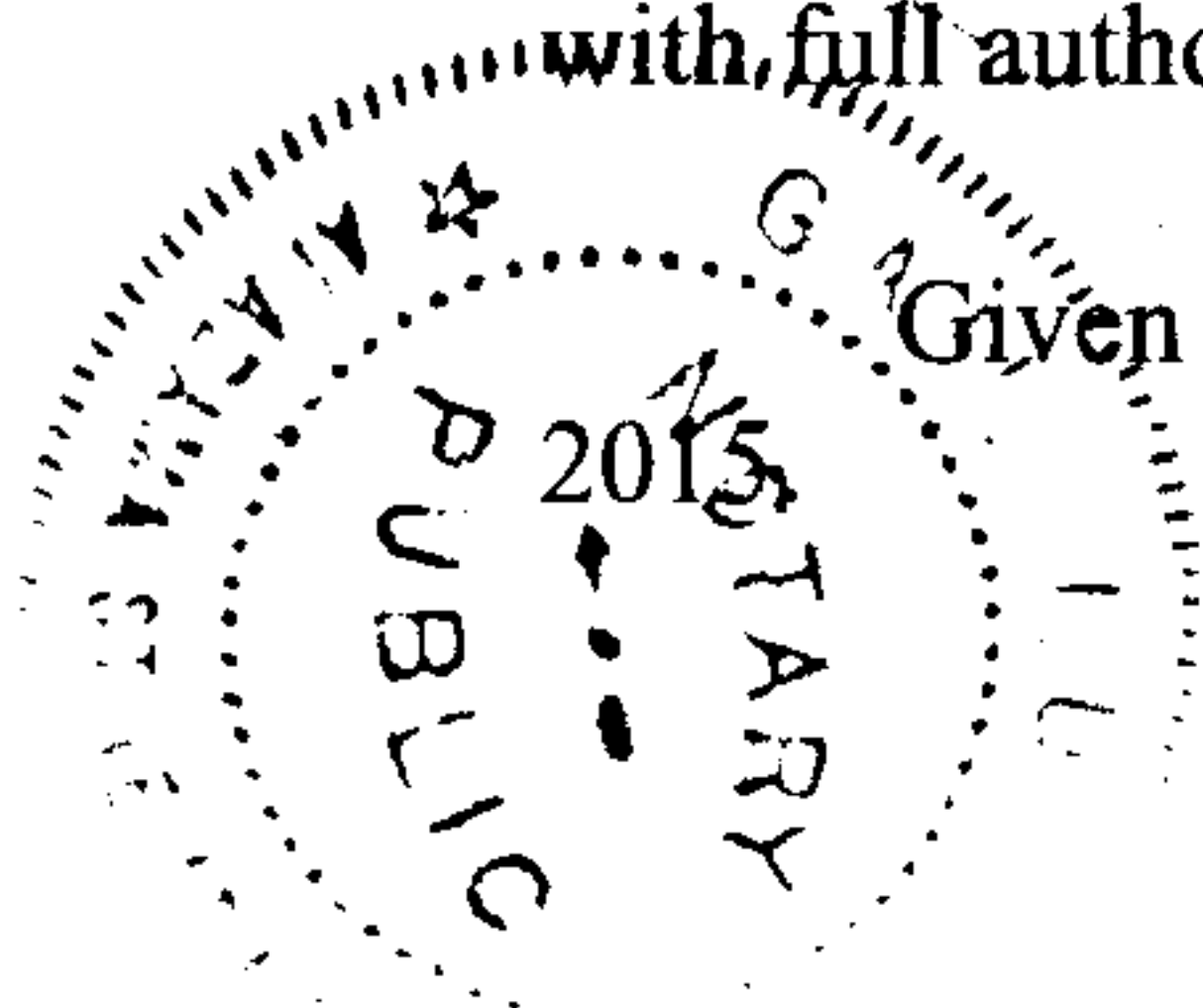
Lenox Park Homeowners' Association, Inc.

By: Judy Snow
Judy Snow
Its President

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Judy Snow, whose name as President of Lenox Park Homeowners' Association, Inc., an Alabama nonprofit 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 the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 18th day of August



Paul Lucas
Notary Public

My commission expires: April 18, 2017