

CORRECTED

689

1081

orig

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
OF
PHASE II STRATFORD PLACE

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned are owners of all lots and tracts of land known as Phase II Stratford Place, located in Shelby County, Alabama, as shown by the map and plat recorded in Map Book 12, Page 91, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the undersigned desire to amend the Declaration of Protective Covenants of Phase II Stratford Place as previously recorded in the Probate Office of the Judge of Probate of Shelby County, Alabama in Book 204, Page 776 by the addition of the following restrictions and covenants.

NOW, THEREFORE, the undersigned do hereby proclaim, publish and declare that all lots in said subdivision owned by the undersigned as hereinafter set forth shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following amendment to the Declaration of Protective Covenants, together with the Protective Covenants as recorded in Book 204, Page 776 of Shelby County, Alabama.

Article I. The entrance way and all areas on the recorded plat, which are depicted as private access easements shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the Stratford Place Homeowners' Association as hereinafter provided.

Article II. Membership and voting rights.

Section 1: Every owner of a lot which is subject to assessment shall be a member of the Stratford Place Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of this Amendment to the Protective Covenants.

Section 2: The Association shall have one (1) class of voting membership. The members shall be all owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Sueann Zucker
204 Valleydale Terrace

BOOK 338 PAGE 280

BOOK 246 PAGE 521

Article III, Covenant For Maintenance Assessment.

Section 1: The Developer and Ken Lokey Homes, Inc. for each lot owned within the property, hereby covenant and each owner of any lot by signature to this Amendment to Declaration of Protective Covenants or by acceptance of a deed on the purchase of a lot is deemed to covenant and agree to pay the Association: 1) Annual assessment or charges and 2) Special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees should be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligations of the person who was the owner of such property at the time when the assessment fell due. Personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2, Purpose of Assessments: The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the development and for the improvement and maintenance of the entrance way, landscaping and all access easements within the development.

Section 2 A, Commencement of the Assessment: The Stratford Place Homeowners Association will assume maintenance and responsibility of the entrance way and all common areas of Phase II of Stratford Place upon receipt by the Board of Directors of a written certification of completion by Lucas Engineers. This certification shall state that all paved access easements, landscaping easements, drainage structures, drainage ways and all common property of Phase II are completed in good repair. This certification shall be obtained at the sole expense of the developer and shall be received by January 1, 1990. Should such certification not be received by January 1, 1990, Developer shall post a bond or certificate of deposit with Cahaba Title Insurance Company as escrow agent. The amount of such escrow shall be 100% of the amount estimated by Lucas Engineers as necessary to complete the improvements necessary for the issuance of a completion certificate. Should Developer fail to complete the improvements as required herein on or before June 1, 1990, the Homeowners Association shall be authorized to utilize the escrowed funds for completion of such improvements with any surplus being refunded to Developer.

Section 3, Maximum Annual Assessment: The annual assessment for Stratford Place, Phase II shall not commence until January 1, 1990. From and after January 1, 1990, the annual assessment shall be One Hundred Twenty and No/100's (\$120.00) DOLLARS per lot, the

maximum annual assessment may be increased each year by not more than five percent (5%) of the previous year's assessment without a vote of the Stratford Place Homeowners' Association. The Board of Directors of the Stratford Place Homeowners' Association may fix the annual assessment at an amount not to exceed the maximum annual assessment. Provided, however, should an extraordinary assessment be necessary and showed such assessment be greater than that provided herein, such assessment must be approved by a two-thirds (2/3) vote of the membership of the Association.

In addition to the annual assessment 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 entrance way area or any private access easement, provided that any such assessment must have the assent and approval of not less than two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3(3) shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a yearly basis.

The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors.

Article IV, Notice.

The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association

setting forth whether the assessment on a specified lot has been paid. A properly executed certification of the Association as to the status of the assessment on a lot is binding upon the Association as of the date of its issuance.

Article V, Delinquency.

Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. This lien may only be foreclosed by the Association upon the sale of the property by owner or the nonpayment of assessment for two consecutive years. No owner may waive or otherwise escape liability for the assessment provided for herein.

Article VI, Subordination.

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lots shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings and lien thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such lot from liability for any assessment thereafter becoming due or from the lien thereof.

IN WITNESS WHEREOF, the undersigned being owners of lots in Stratford Place, Phase II, have caused this Amendment to Declaration of Protective Covenants to be properly executed and recorded in the Office of the Judge of Probate of Shelby County, Alabama under this 17 day of July, 1989.

STRATFORD PLACE DEVELOPMENT COMPANY, INC.

BY: Donnie F. Tucker

Donnie F. Tucker, its President

KEN LOKEY HOMES, INC.

BY: Mark Hall

its

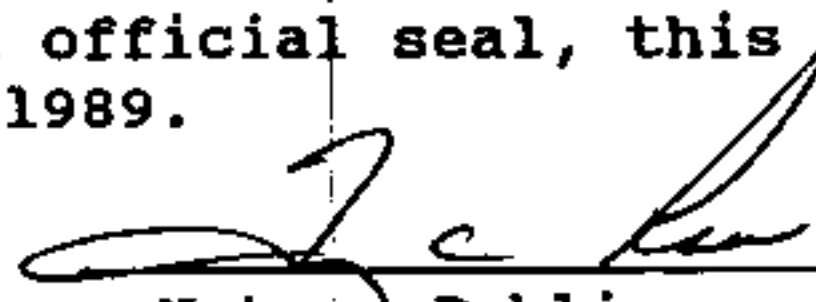
BOOK 338 PAGE 284

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donnie F. Tucker, whose name as President of Stratford Place Development Company, Inc., a corporation, is signed to the foregoing conveyance, he, 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 9 day of June, 1989.

My Commission Expires:
12-19-90


Notary Public

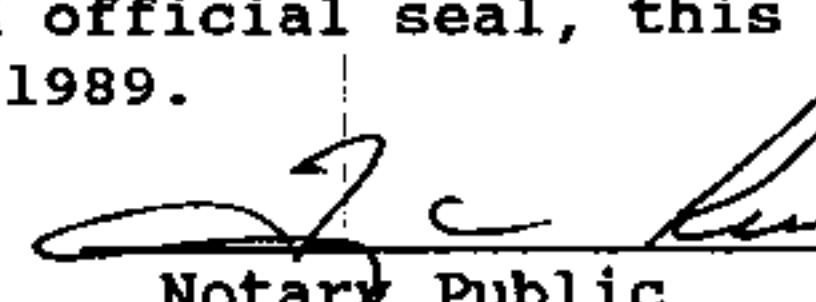
BOOK 246 PAGE 525

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that whose name as MARK HALL of Ken Lokey Homes, Inc., a corporation, is signed to the foregoing conveyance, he/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 9 day of June, 1989.

My Commission Expires:
12-19-90

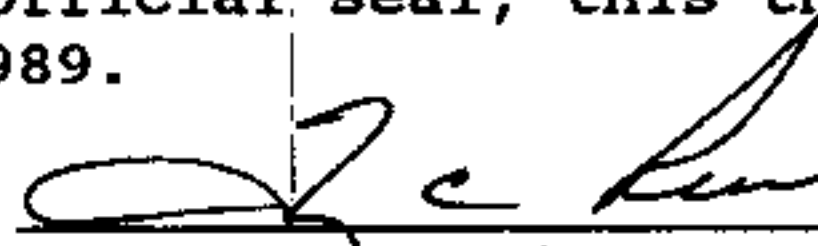

Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GEORGE H. BURCH, EVERETT C. HARRISON 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 They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of July, 1989.

My Commission Expires:
12-19-90


Notary Public

STRATFORD PLACE, PHASE II

BY: _____
Owner, Lot ~~20~~

BY: Gerald H. Burch
Owner, Lot 27

BY: Berrett C. Hammond
Owner, Lot 26

BY: Wahall - Ken Lokey Homes
Owner, Lot 8

BY: Wahall - Ken Lokey Homes
Owner, Lot 9

BY: Wahall - Ken Lokey Homes
Owner, Lot 10

BY: Stratford Place Development, Inc
Dennie Tucker, Pres
Owner, Lot 27

BY: Wahall - Ken Lokey Homes
Owner, Lot 28

BY: Wahall - Ken Lokey Homes
Owner, Lot 29

BY: Stratford Place Development, Inc
Dennie Tucker, Pres
Owner, Lot 30

STRATFORD PLACE, PHASE II

BY: W. Hall - Ken Lokey Jones
Owner, Lot 31

BY: Lewis H. Culp
Owner, Lot 32

BY: Thomas W. Jones
Owner, Lot 35

BY: W. Hall
Owner, Lot 36

BY: Alvin Lewis
Owner, Lot 37

BY: W. Hall
Owner, Lot 38

BY: J. Paul Viner
Owner, Lot 39

BY: W. Hall - Ken Lokey Jones
Owner, Lot 40

BY: W. Hall - Ken Lokey Jones
Owner, Lot 57

BY: W. Hall - Ken Lokey Jones
Owner, Lot 58

STRATFORD PLACE, PHASE II

BY: Walt Hall - Ken Lokee Jones
Owner, Lot 59

Stratford Place Development, Inc.
BY: Dominic Tucker, Pres
Owner, Lot 60

Wait BY: Harace Seal Lowrey Jr
Owner, Lot 61

BY: Walt Hall - Ken Lokee Jones
Owner, Lot 62

Stratford Place Development, Inc.
BY: Dominic Tucker, Pres
Owner, Lot 63

Wait BY: _____
Owner, Lot 67

BY: Walt Hall - Ken Lokee Jones
Owner, Lot 68

BY: Walt Hall - Ken Lokee Jones
Owner, Lot 69

BY: Walt Hall - Ken Lokee Jones
Owner, Lot 70

BY: John L. Tapp
Owner, Lot 71

STRATFORD PLACE, PHASE II

BY: Marshall - Ken Leroy Homes
Owner, Lot 72

BY: Christopher G. Givach
Owner, Lot 73

BY: Marshall - Ken Leroy Homes
Owner, Lot 90

BY: Marshall - Ken Leroy Homes
Owner, Lot 91

BY: Michael J. Jones, Jr.
Owner, Lot 92

BY: Marshall - Ken Leroy Homes
Owner, Lot 93

BY: Marshall - Ken Leroy Homes
Owner, Lot 94

BY: Reese Lane
Owner, Lot 95

BY: Joanne M. Walsh
Owner, Lot 96

BY: _____
Owner, Lot X

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARIE HALL, DONNIE TUCKER, 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 They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of July, 1989.

My Commission Expires:
12-15-90

[Signature]
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that LOUISE CALLENDER, THOMAS W. JAMES 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 They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of July, 1989.

My Commission Expires:
12-15-90

[Signature]
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ARWIN LOUIS, WALTER B. PEARSON, 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 They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of July, 1989.

My Commission Expires:
12-15-90

[Signature]
Notary Public

BOOK 338 PAGE 290

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. Daniel Vines, Horace Teal Lowmy Sr. 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 They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of July, 1989.

My Commission Expires: 12-15-90

[Signature]
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that JOHN L. RISSI, NEILL SPROWL, 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 They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of July, 1989.

My Commission Expires: 12-15-90

[Signature]
Notary Public

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Reese Cann, JOANNE M. WARD 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 They executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 17 day of July, 1989.

My Commission Expires: 12-15-90

[Signature]
Notary Public

89 JUL 17 AM 9:11

[Signature]
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>27.50</u>
Index Fee	<u>3.00</u>
TOTAL	<u>30.50</u>

STATE OF ALABAMA)
COUNTY OF SHELBY)

I the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christopher Yanochik, 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 15th day of April, 1991.

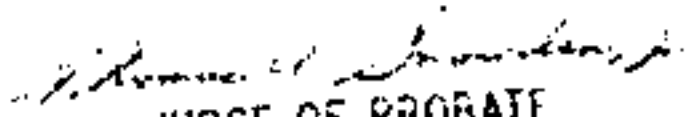
My Commission Expires:
12-19-94


Notary Public

BOOK 338 PAGE 291

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

91 APR 15 PM 1:36


JUDGE OF PROBATE

1. Dead Tax	— \$ —
2. Mfg. Tax	— \$ —
3. Recording Fee	— \$ 39.00
4. Notary Fee	— \$ 3.00
5. Notary Fee	— \$ —
6. Carafford Fee	— \$ 7.00
Total	— \$ 34.00

