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BURTTRAM & HENDERSON
3414 Old Columbiana Rd.
Birmingham, Alabama 35226

STATE OF ALABAMA)
)
SHELBY COUNTY)

AMENDMENT TO RESTRICTIVE COVENANTS

RESTRICTIVE COVENANTS applying to the following described real estate situated in Shelby County, Alabama were filed on September 15, 1959 in the Probate Office of Shelby County in Book 204, Page 206:

The W $\frac{1}{2}$ of E $\frac{1}{2}$ of Section 2, Township 21 South, Range 2 West, EXCEPT that part deeded to Gulf States Paper Corporation by deed recorded in Deed Book 112 on page 498;

Also, the E $\frac{1}{2}$ of the W $\frac{1}{2}$ of Section 2 in Township 21 South, Range 2 West;

Also the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; SE $\frac{1}{4}$ of the NW $\frac{1}{4}$; NE $\frac{1}{4}$ of SW $\frac{1}{4}$; and NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 11, Township 21 South, Range 2 West; EXCEPT that part sold to Dean R. and Earlene H. Upson, by deed recorded in Deed Book 174 on Pages 504 and 506;

subject to easements and rights of way of record, if any.

NOW, THEREFORE, the undersigned Lake Woodmere, Inc., a corporation organized and existing under the laws of the State of Alabama, having established the original Restrictive Covenants on the above described real estate and having the authority to amend the same, did, by action at its called Meeting of the Shareholders on May 2, 1993, notice of the time and place of which was given to each Shareholder, determine to amend the same; and upon motion duly made and seconded, the Shareholders did, by a vote of twenty (20) of the twenty-three (23) Shareholders of Lake Woodmere, Inc. present at said meeting, vote to duly and regularly pass and adopt the following restrictions and covenants which are to run with the land identified above and which shall be binding on all parties and

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persons, claiming under it under the same terms, conditions and provision contained in the original Restrictive Covenants:

The following shall be inserted at the end of paragraph 5:

Pursuant to these restrictive covenants applying to the property of each Shareholder of Lake Woodmere, Inc., Lake Woodmere, Inc. retains a permanent easement for all roads located on property subject to these restrictive covenants and to all other roads providing ingress and egress to the lake and the property subject to these restrictive covenants. In addition, Lake Woodmere, Inc. retains the right to regulate the use of these roads in order (i) to ensure that the roads remain private and are not deemed to be public roads; (ii) to ensure that the use of the lake is restricted and that the lake is available for use only by the Shareholders, their families and guests; (iii) to promote the health, well being, safety and well regulated recreational activities of the lake; (iv) to reduce potential liability for injury to non-invitees, non-shareholders and others coming onto the lake without being accompanied by a shareholder; and (v) to manage the cost of upkeep, maintenance and insurance related to the roads. Therefore, Lake Woodmere, Inc. has determined that the following protective covenants and restrictions shall apply to the roads and the use thereof:

a. No Shareholder shall have the right to grant and no Shareholder shall grant to any non-shareholder individual or non-shareholder entity any easement or right to use any road for any purposes except as provided in these covenants and restrictions.

b. No Shareholder shall have the right to grant and no Shareholder shall grant to any individual or entity any easement or right to use any road or property owned by the Shareholder which is subject to these restrictive covenants for ingress or egress to or from any road or property not subject to these restrictive covenants.

c. No Shareholder shall allow any individual or other entity any easement or right to use any road or any property owned by the Shareholder which is subject to these restrictive covenants to obtain access to the lake except for temporary visits to the Shareholder in accordance with the rules and regulations of Lake Woodmere, Inc.

d. Guests of Shareholders and their families shall be granted use of the roads of Lake Woodmere, Inc. for the sole and temporary right to visit the Shareholder and shall retain no permanent right to use the roads of Lake Woodmere, Inc. Such visits shall be subject to the rules and regulations of Lake Woodmere, Inc.

e. The speed limit on all roads shall be 25 miles per hour. All county and state traffic laws shall apply to the use of the roads.

f. Lake Woodmere, Inc. shall assess each Shareholder a yearly fee to cover the cost of maintenance of the roads and other charges incurred by Lake

Woodmere, Inc. in maintenance of the roads and the lake, including insurance costs. Such fees shall be due and payable immediately upon notice to the Shareholder from Lake Woodmere, Inc.

IN WITNESS WHEREOF, the undersigned has hereunto set its signature by its President, who is duly authorized, and caused the same to be attested by its Secretary, who is duly authorized, this the 3rd day of May, 1993.

LAKE WOODMERE, INC.

By: R. Ryan Baker
PRESIDENT

ATTESTED BY:

Bruce A. Burttram
SECRETARY

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