



20100910000295330 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
09/10/2010 01:41:51 PM FILED/CERT

**SECOND AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
BEAUMONT VILLAGE CONDOMINIUM**

Dated: August __, 2010

This instrument prepared by:
Carol H. Stewart
Melinda E. Sellers
Burr & Forman LLP
3400 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203
(205) 251-3000

**SECOND AMENDMENT
TO
DECLARATION
OF CONDOMINIUM OF
BEAUMONT VILLAGE CONDOMINIUM**

**STATE OF ALABAMA)
SHELBY COUNTY)**

THIS SECOND AMENDMENT to the Declaration of Condominium of Beaumont Village Condominium is made this ____ day of August, 2010 by **BEAUMONT VILLAGE, LLC**, an Alabama limited liability company (the "Developer"), for the purpose of amending the Declaration of Condominium of Beaumont Village Condominium recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20080328000126220 on March 28, 2008 as amended by that First Amendment to Declaration of Condominium of Beaumont Village Condominium recorded in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20090612000225320 on June 12, 2009 (the "Declaration") and reflecting the amendment of the Plan as recorded on _____, 2010 in the Office of the Judge of Probate of Shelby County, Alabama and recorded in Map Book ____, Page ____ in the Office of the Judge of Probate of Shelby County, Alabama (the "Plan").

W I T N E S S E T H

WHEREAS, the Declaration and Plan were filed for the purpose of establishing a plan of condominium ownership for certain real property situated in Shelby County, Alabama;

WHEREAS, the Developer desires to amend the Declaration pursuant to Article III, Section 3.02 of the Declaration to add a portion of the Additional Property as described on Exhibit "A" attached hereto containing one (1) Unit and certain Common Elements to the Condominium in the location as shown on the amended Plan recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 42 Page 6, a copy of which is attached hereto as Exhibit "B;" and

WHEREAS, the Developer desires to amend and restate Exhibit "E" attached to the Declaration to reflect the reallocation of the Common Element ownership interests, the Common Expense liability and the votes as shown on Exhibit "C" attached hereto.

NOW THEREFORE, upon recording hereof, Developer does hereby amend the Declaration as follows:

1. The Developer, pursuant to Article III, Section 3.02 of the Declaration, does hereby amend the Declaration to add a portion of the Additional Property as set forth on Exhibit "A" attached hereto containing one (1) Unit and certain Common Elements to the Condominium in the location as shown on the amended Plan recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 42 Page 6, a copy of which is attached hereto as Exhibit "B."

2. The Developer does hereby amend and restate Exhibit "E" attached to the Declaration to re-allocate the Common Element ownership interests, Common Expense liability and votes as set forth on Exhibit "C" attached hereto.

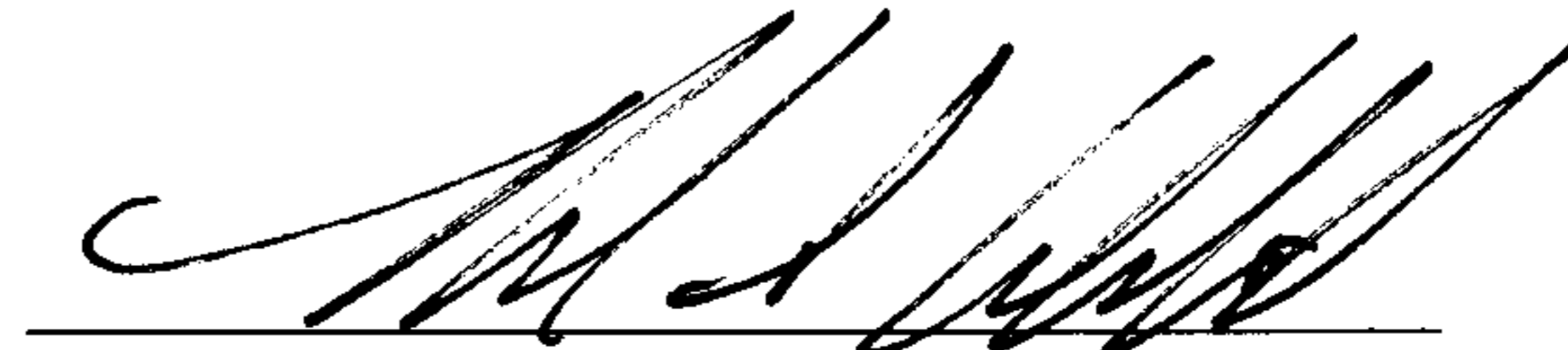
3. It is the intention of the Developer that the provisions of this Second Amendment to Declaration are severable, so that if any provision is invalid or void under any applicable federal, state or local law or ordinance, decree, order, judgment or otherwise, the remainder shall be unaffected thereby.

4. This Second Amendment to Declaration has been executed by the undersigned and filed in the Office of the Judge of Probate of Shelby County, Alabama for the purposes stated above. Except for the aforesaid, the terms and conditions of the Declaration shall continue to be in full force and effect without any other changes whatsoever.

5. Capitalized terms as used herein shall have the same meaning as they are defined in the Declaration, unless the context clearly indicates a different meaning therefore.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment to Declaration on this 26th day of August, 2010.

BEAUMONT VILLAGE, LLC, an
Alabama limited liability company

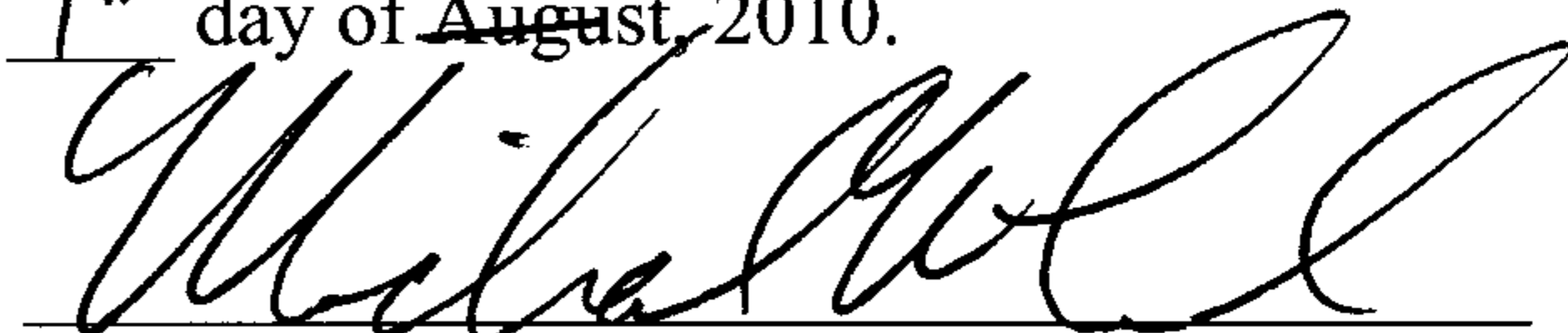


By: Mike S. Whitcomb
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Michael Wheeler, a Notary Public in and for said County in said State, hereby certify that Mike S. Whitcomb, as Manager of **BEAUMONT VILLAGE, LLC**, an Alabama limited liability company, is signed to the foregoing Second Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Second Amendment to Declaration, he, in his capacity as such duly authorized Manager, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 7th day of ~~August~~ ^{SEPTEMBER}, 2010.



Notary Public

[NOTARIAL SEAL]

My Commission Expires September 4, 2011

My commission expires: _____

The undersigned, as *Mortgagee* under the Mortgage encumbering the real property identified in the foregoing Second Amendment to Declaration, joins in the execution of the foregoing Second Amendment to Declaration, for the sole purpose of consenting to the recording of the Second Amendment to Declaration. The undersigned is not the Developer, and does not assume any obligation whatsoever under the terms, covenants and conditions of the foregoing Second Amendment to Declaration, and the execution hereof does not in any way subordinate or make the said Mortgage inferior to the said Second Amendment to Declaration.

CITIZENS TRUST BANK

Harry D. Williams
By: Harry D. Williams
Its: First Vice President

STATE OF ALABAMA)
Jefferson COUNTY)

I, Renee Cannon, a Notary Public in and for said County in said State, hereby certify that Harry D. Williams, whose name as 1st Vice President of Citizens Trust Bank is signed to the foregoing Second Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Second Amendment to Declaration, he, as such officer, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 30th day of August, 2010.

Renee Cannon
Notary Public

[NOTARIAL SEAL]

My commission expires:

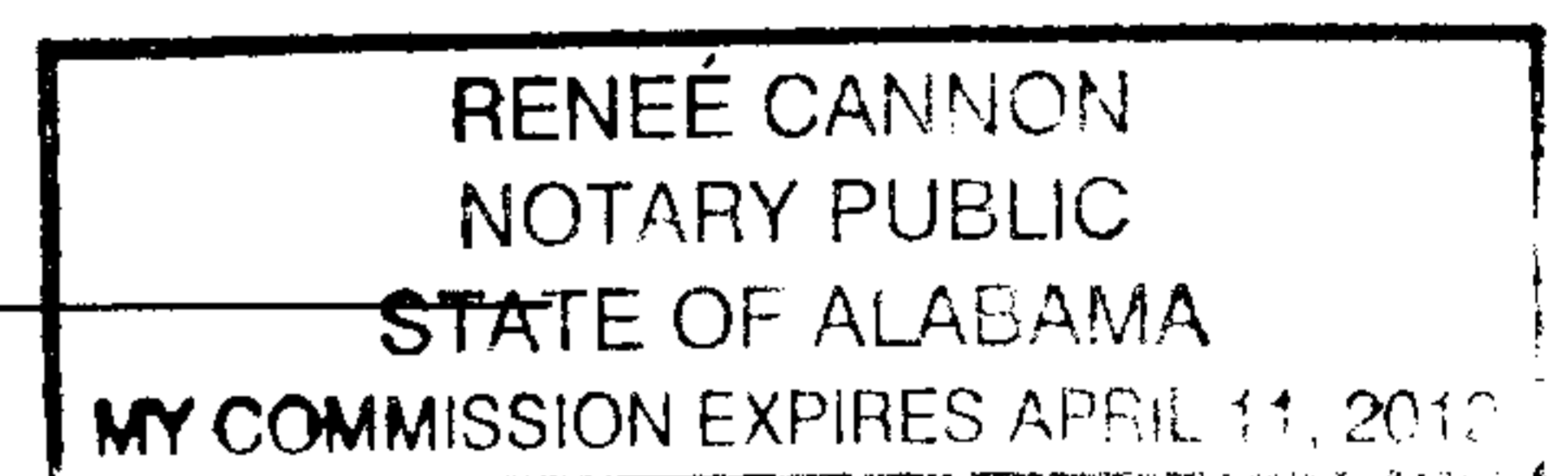


EXHIBIT "A"
LEGAL DESCRIPTION OF PORTION OF ADDITIONAL PROPERTY SUBMITTED
TO THE CONDOMINIUM BY THIS SECOND AMENDMENT

A part of Lot C1 according to the survey of Beaumont Phase 3 as recorded in Map Book 38, Page 121, in the office of the Probate Judge of Shelby County, Alabama, being situated in the SW1/4 of Section 36, Township 18 South, Range 2 West, and the NW1/4 of Section 1, Township 19 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:


Commence at the Southeast corner of Lot C1 according to the survey of Beaumont Phase 3 as recorded in Map Book 38, Page 121, in the office of the Probate Judge of Shelby County, Alabama, said point being the Northwest common corner of the intersection of Herrington Street and a un-named alley; thence run along the Southerly boundary of said Lot C1 and the Northerly right-of-way of said un-named alley in a Northwesterly direction a distance of 21.27 feet to the beginning of a curve to the right having a radius of 136.00 feet and a central angle of 7°11'01"; thence continue along said Southerly boundary and said Northerly right-of-way in a Northwesterly direction along the arc of said curve a distance of 20.44 feet; thence run in a Northwesterly direction along said Southerly boundary and said Northerly right-of-way a distance of 75.60 feet; thence continue on said described course in a Northwesterly direction along said Southerly boundary and said Northerly right-of-way a distance of 332.50 feet to the Point of Beginning; thence leaving said Southerly boundary and said Northerly right-of-way, turn 90°00' to the right and run in a Northeasterly direction a distance of 101.65 feet; thence turn 90°00' to the left and run in a Northwesterly direction a distance of 63.00 feet; thence turn 20°42'00" to the left and run in a Westerly direction a distance of 47.27 feet; thence turn 68°04'50" to the left and run in a Southwesterly direction a distance of 84.96 feet; ; thence turn 91°13'10" to the left and run in a Southeasterly direction along the Southerly boundary of said Lot C1 and the Northerly right-of-way of said un-named alley a distance of 109.02 feet to the Point of Beginning.



EXHIBIT "E" TO DECLARATION OF CONDOMINIUM
EXHIBIT "C" TO SECOND AMENDMENT

ALLOCATED INTERESTS

UNIT #	% OF COMMON ELEMENT OWNERSHIP INTEREST AND EXPENSE LIABILITY	VOTE
252	26.87%	3
250-A	9.73%	1
250-B	9.73%	1
250-C	9.51%	1
200	16.30%	2
100	10.46%	1
102	5.33%	1
248	12.06%	1
TOTAL	<u>100.00%</u>	<u>11</u>


20100910000295330 7/7 \$30.00
Shelby Cnty Judge of Probate, AL
09/10/2010 01:41:51 PM FILED/CERT