

FOURTH AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

BEAUMONT VILLAGE CONDOMINIUM

Dated: August 26, 2014

This Instrument prepared by:
Richard W. Theibert
Najjar Denaburg, P.C.
2125 Morris Avenue
Birmingham, AL 35203
(205) 250-8452

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TO
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BEAUMONT VILLAGE CONDOMINIUM**

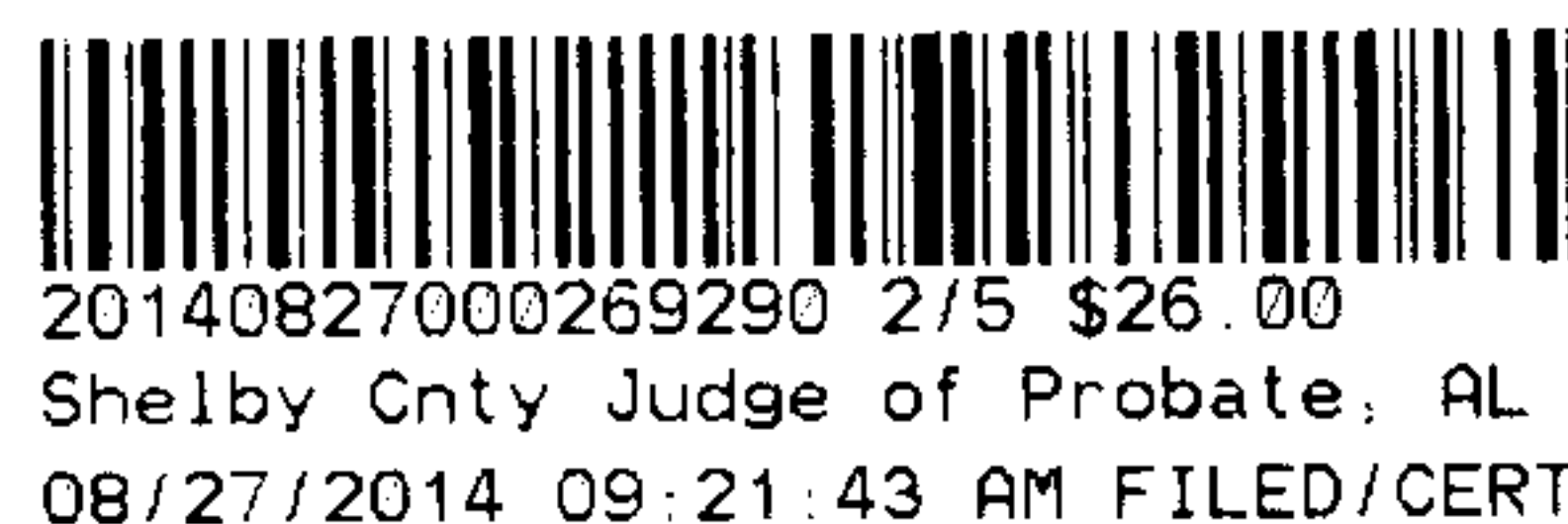
STATE OF ALABAMA)
SHELBY COUNTY)

THIS FOURTH AMENDMENT to the Declaration of Condominium of Beaumont Village Condominium is made this 26 day of August, 2014 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 as further amended by that Second 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 20100910000295330 on September 10, 2010 as further amended by that Third 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 20110527000157160 on May 27, 2011 (the "Declaration") and reflecting the amendment of the Plan as recorded in Map Book 39, Page 129 on March 28, 2008 in the Office of the Judge of Probate of Shelby County, Alabama and amended by First Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 41, Page 31 in the Office of the Judge of Probate of Shelby County, Alabama as amended by Second Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 42, Page 6 in the Office of the Judge of Probate of Shelby County, Alabama, as further amended by the Third Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 38, Page 121 in the Office of the Judge of Probate of Shelby County, Alabama, as further amended by the Fourth Amended Condominium Plat of Beaumont Village Condominium recorded in Map Book 44, Page 51 in the Office of the Judge of Probate of Shelby County, Alabama (the "Plan").

WITNESSETH

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 building containing 1 Units 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 44, Page 51, a copy of which is attached hereto as Exhibit "B"; and

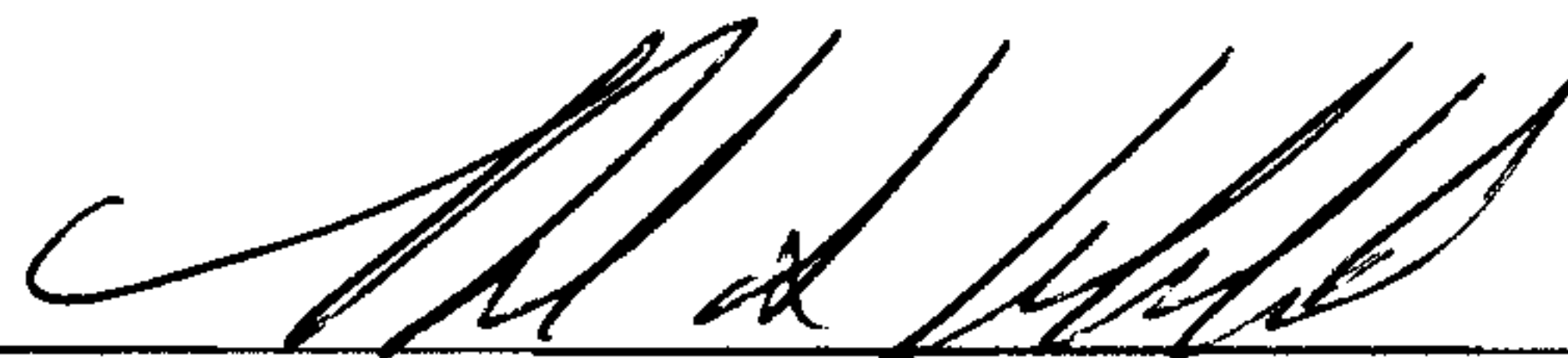
WHEREAS, the Developer desires to amend and restate Exhibit "E" attached to the Declaration to reflect the reallocation of the Common Element ownership interests, the Common Expense liability and the votes as shown on Exhibit "C" attached hereto.

NOW THEREFORE, upon recording hereof, Developer does hereby and amend the Declarations 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 building containing 1 Units 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 44, Page 51, 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 Fourth 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 Fourth 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 Fourth Amendment to Declaration on this 26th day of August, 2014.

BEAUMONT VILLAGE, LLC, an
Alabama limited liability company

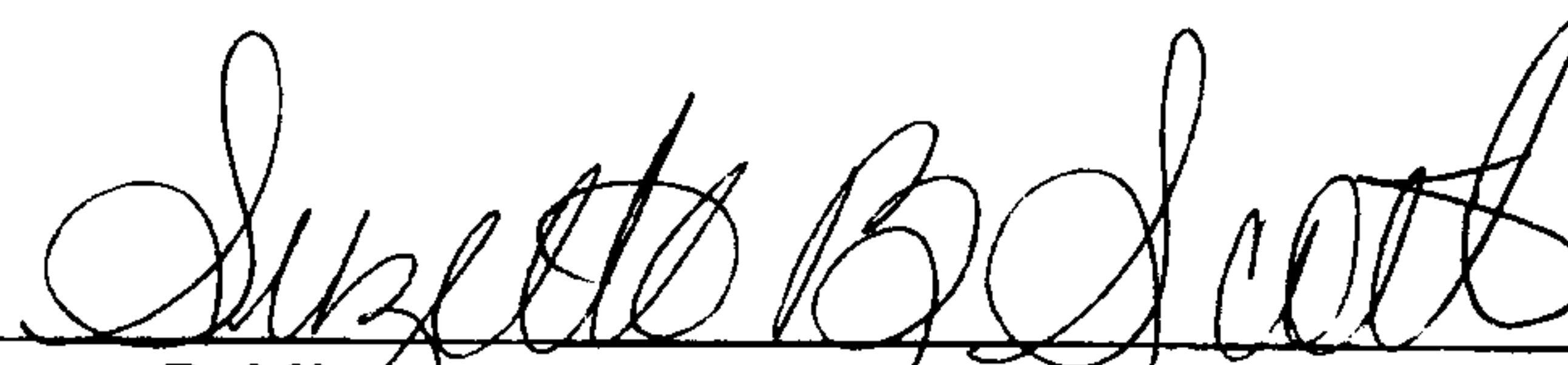


By: Mike S. Whitcomb
Its: Manager

STATE OF ALABAMA)
JEFFERSON COUNTY)

I Suzette B. Scott, a Notary Public in and for said County in said State, hereby certify that Mike S. Whitcomb, a Manager of **BEAUMONT VILLAGE, LLC**, an Alabama limited liability company, is signed to the foregoing Fourth Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Fourth 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 26th day of August, 2014.



Notary Public

My commission expires:

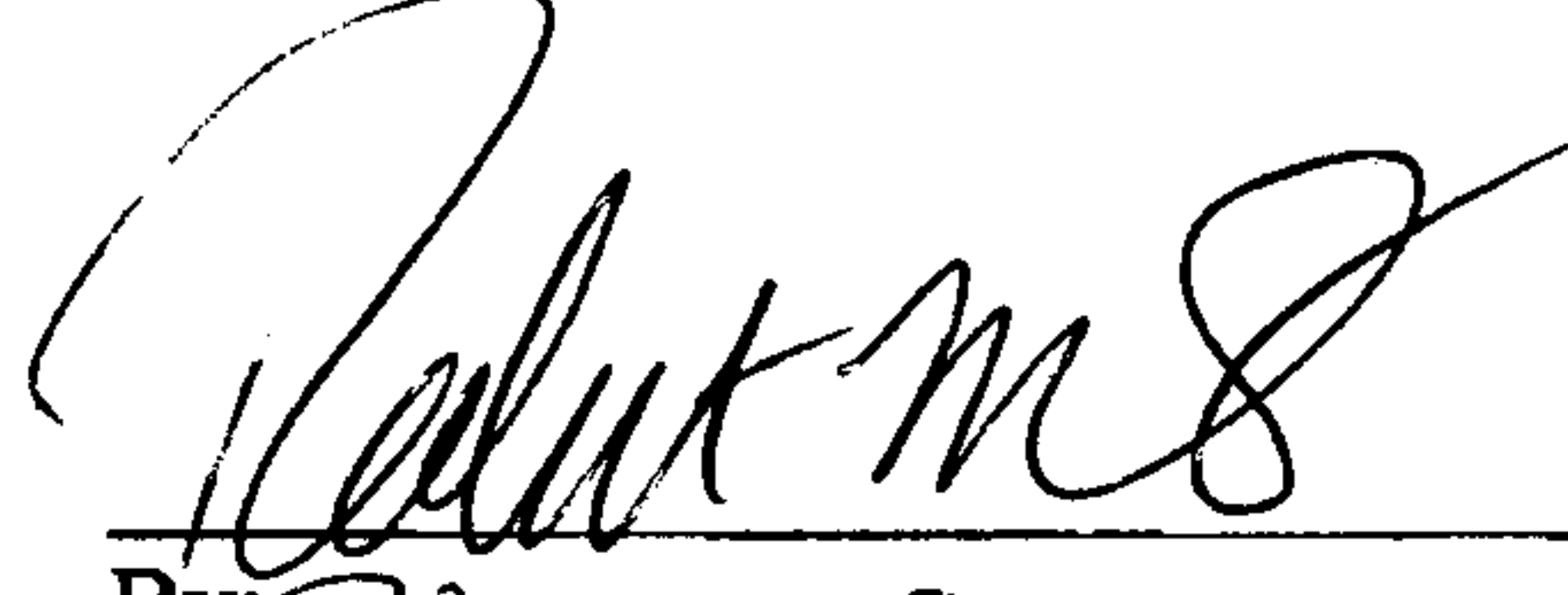
My commission
expires 3/7/2015

[NOTARIAL SEAL]



20140827000269290 4/5 \$26.00
Shelby Cnty Judge of Probate, AL
08/27/2014 09:21:43 AM FILED/CERT

The undersigned, as **Mortgagee** under the Mortgage encumbering the real property identified in the foregoing Fourth Amendment to Declaration, joins in the execution of the foregoing Fourth Amendment to Declaration, for the sole purpose of consenting to the recording of the Fourth 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 Fourth Amendment to Declaration, and the execution hereof does not in any way subordinate or make the said Mortgage inferior to the said Fourth Amendment to Declaration.

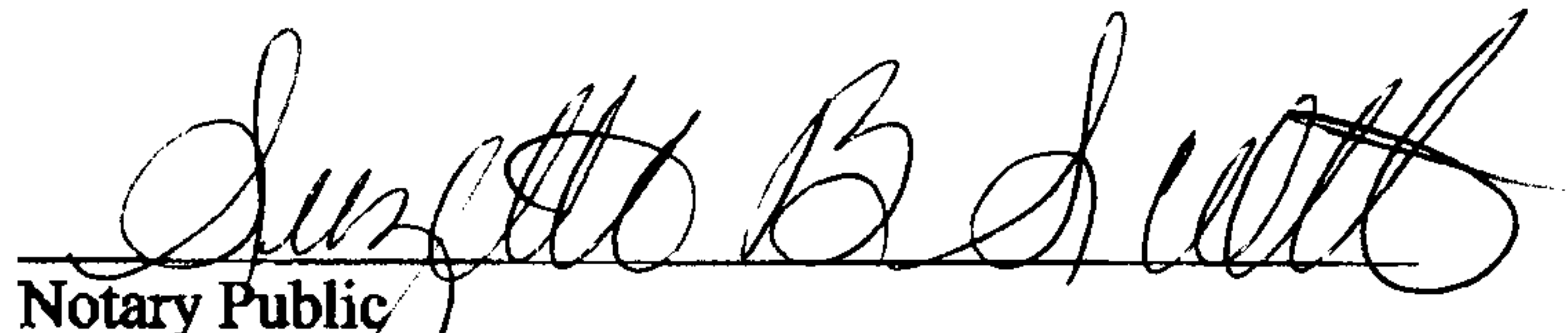
CITIZENS TRUST BANK

By: Robert M Smith
Its: Vice President

STATE OF ALABAMA)
Jefferson COUNTY)

I, Suzette B Scott, a Notary Public in and for said County in said State, hereby certify that Robert M Smith, whose name as VP of **CITIZENS TRUST BANK** is signed to the foregoing Fourth Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Fourth 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 26th day of August, 2014.



Notary Public

My commission expires:

My commission
expires 3/7/2015

[NOTARIAL SEAL]

