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Shelby Cnty Judge of Probate, AL
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FIFTH AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

BEAUMONT VILLAGE LAND CONDOMINIUM

Dated: August 26th, 2014

This Instrument prepared by:
Richard W. Theibert
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Birmingham, AL 35203
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**FIFTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
BEAUMONT VILLAGE LAND CONDOMINIUM**

STATE OF ALABAMA)
SHELBY COUNTY)

THIS FIFTH AMENDMENT to the Declaration of Condominium of Beaumont Village Land Condominium is made this 26th 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 20071126000537510 on November 26, 2007 as amended by the First Amendment To Declaration of Beaumont Village Land Condominium recorded in the Office of the Judge of Probate of Shelby County, Alabama on March 28, 2008 at Instrument Number 20080328000, and further amended by the Second Amendment to Declaration of Beaumont Village Land Condominium recorded in the Office of the Judge of Probate of Shelby County, Alabama on June 12, 2009 at Instrument Number 20090612000225330, and further amended by the Third Amendment to Declaration of Beaumont Village Land Condominium recorded in the Office of the Judge of Probate of Shelby County, Alabama on September 2, 2010 at Instrument Number 20100902000283380 and further amended by the Fourth Amendment to Declaration of Beaumont Village Land Condominium recorded in the Office of the Judge of Probate of Shelby County, Alabama on May 27, 2011 at Instrument Number 20110527000157170 (the "Declaration"), and reflecting the amendment of the Plan as recorded in Map Book 39, Page 65 on November 26, 2007 in the Office of the Judge of Probate of Shelby County, Alabama and amended by First Amended Condominium Plat of Beaumont Village Land Condominium as recorded in Map Book 38, Page 128 in the Office of the Judge of Probate of Shelby County, Alabama as further amended by Second Amended Condominium Plat of Beaumont Village Land Condominium recorded in Map Book 41, Page 32 in the Office of the Judge of Probate of Shelby County, Alabama, and further amended by Third Amended Condominium Plat of Beaumont Village Land Condominium recorded in Map Book 42, Page 7, and further amended by Fourth Amended Condominium Plat of Beaumont Village Land Condominium recorded in Map Book 42, Page 76, and as further amended by Fifth Amended Condominium Plat of Beaumont Village Land Condominium recorded in Map Book 44, Page 50 (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 withdraw one (1) Unit and certain Common Elements from the



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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 52 a copy of which is attached hereto as Exhibit "A";

WHEREAS, the Developer desires to amend and restate Exhibit "D" attached to the Declaration to adjust the Common Element ownership interests, the Common Expense liability and the votes as shown on Exhibit "B" attached hereto; and


WHEREAS, The Developer desires to amend and restate the legal description attached to the Declaration as Exhibit "A" as shown on the 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 withdraw one (1) Unit and certain Common Elements from the Condominium in the location as shown on Parcel 4 on the amended Plan recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 44, Page 52, a copy of which is attached hereto as Exhibit "A" and legally described in Exhibit "D".
2. The Developer does hereby amend and restate Exhibit "D" attached to the Declaration to re-allocate the Common Element ownership interests, Common Expense liability and votes as set forth on Exhibit "B" attached hereto.
3. The Developer does hereby amend and restate the legal description attached to the Declaration as Exhibit "A" as shown on Exhibit "C" attached hereto.
4. It is the intention of the Developer that the provisions of this Fifth 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.
5. This Fifth 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.
6. 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 and the Mortgagee have executed this Fifth 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 Fifth Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Fifth 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 _____


My commission
expires 3/7/2015

[NOTARIAL SEAL]



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

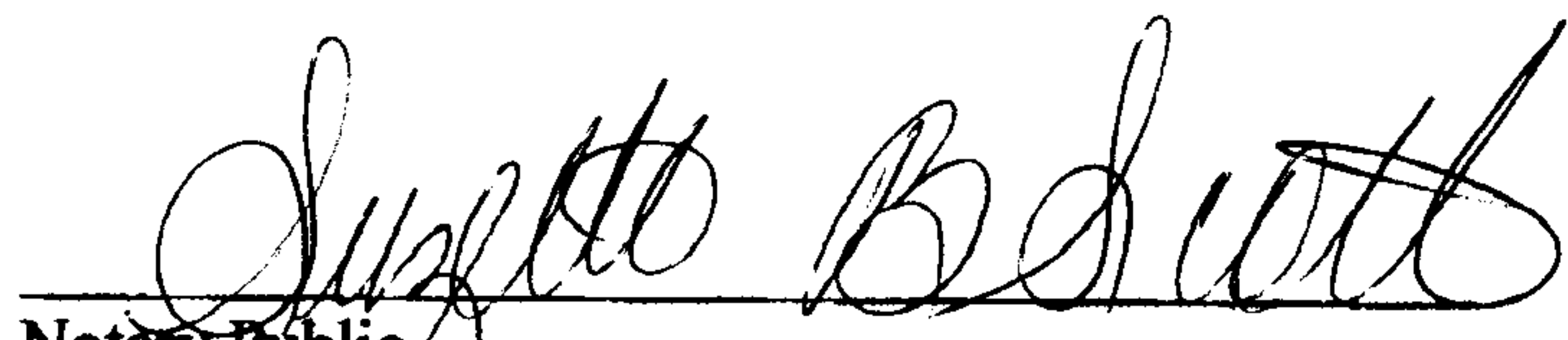
CITIZENS TRUST BANK


 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 Fifth Amendment to Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Fifth 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]