

THIRD AMENDMENT TO THE RESTRICTIVE COVENANTS OF LAKE WOODMERE, INC.

WHEREAS, Lake Woodmere, Inc., is an Alabama Corporation located in Shelby County, Alabama, which maintains a private lake known as Lake Woodmere. As part of maintaining the lake, the shareholders of Lake Woodmere, Inc., drafted and filed Restrictive Covenants governing the use of the lake and placing restrictions on the shareholders' properties. Said Restrictive Covenants, and prior amendments thereto, are recorded at Book 204, Page 206, and at instrument number 20070625000295380 in the Probate Court of Shelby County, Alabama; and

WHEREAS, a dispute had arisen as to what constituted "common areas" of Lake Woodmere in relation to the dam and spillway of said lake and the access of members of Lake Woodmere, Inc., to the dam and spillway; and

WHEREAS, that dispute lead to that certain lawsuit styled *Lake Woodmere, Inc. vs. Robert P. Alvord and Bonnie D. Alvord*, Circuit Court of Shelby County, Alabama, Case Number 58-CV-2017-901163; and

WHEREAS, the parties to said lawsuit entered into a Settlement Agreement dated November 25, 2019, regarding the "common areas" and use and access of the "common areas," a copy of which is attached hereto as Exhibit 1; and

WHEREAS, the parties modified and revised the Settlement Agreement via a Confidential Settlement Offer dated October 25, 2021, a copy of which is attached hereto as Exhibit 2; and

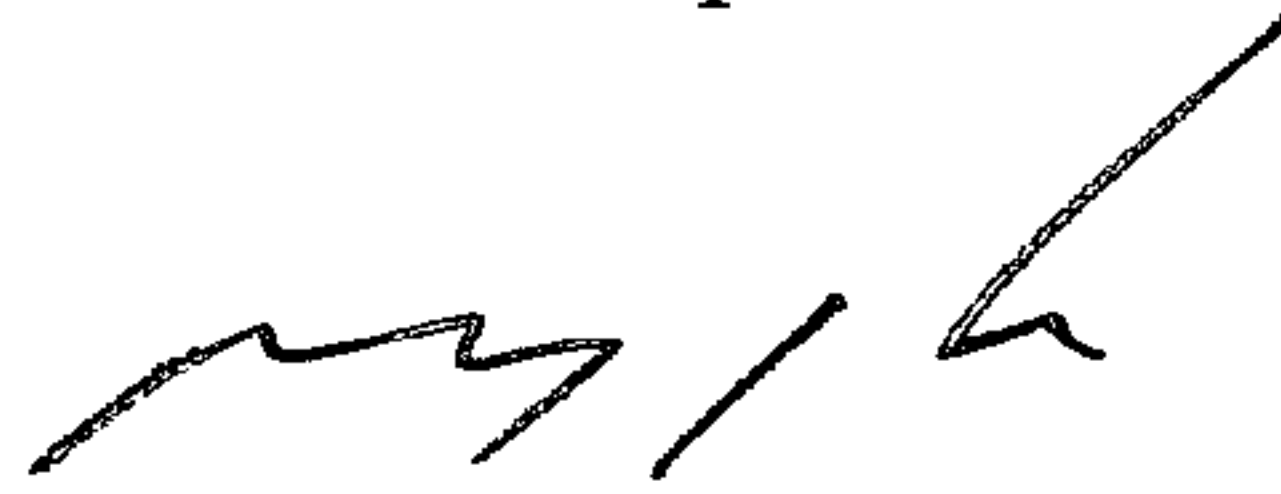
WHEREAS, pursuant to the Settlement Agreement dated November 25, 2019, a survey was performed which defined the common areas and access thereto, the legal descriptions of which are attached hereto as Exhibit 3; and

WHEREAS, pursuant to the Settlement Agreement dated November 25, 2019, Lake Woodmere, Inc., hereby withdraws and rescinds the Permissive Easement filed for record at instrument number 20170518000172740 in the Probate Court of Shelby County, Alabama; and

THEREFORE, pursuant to the Settlement Agreement dated November 25, 2019, and the Confidential Settlement Offer dated October 25, 2021, both of which were subsequently approved by 80% or more of shareholders of Lake Woodmere, Inc., the shareholders of Lake Woodmere, Inc., adopt the Settlement Agreement dated November 25, 2019, attached hereto Exhibit 1, the Confidential Settlement Offer dated October 25, 2021, attached hereto as Exhibit 2, and the legal descriptions attached hereto as Exhibit 3 as the Third Amendment to the Restrictive Covenants of Lake Woodmere, Inc.

These amendments were approved by 80% of more of the shareholders of Lake Woodmere, Inc., on or about December 7, 2019, and December 23, 2021. Done this the 25th day of May, 2022.

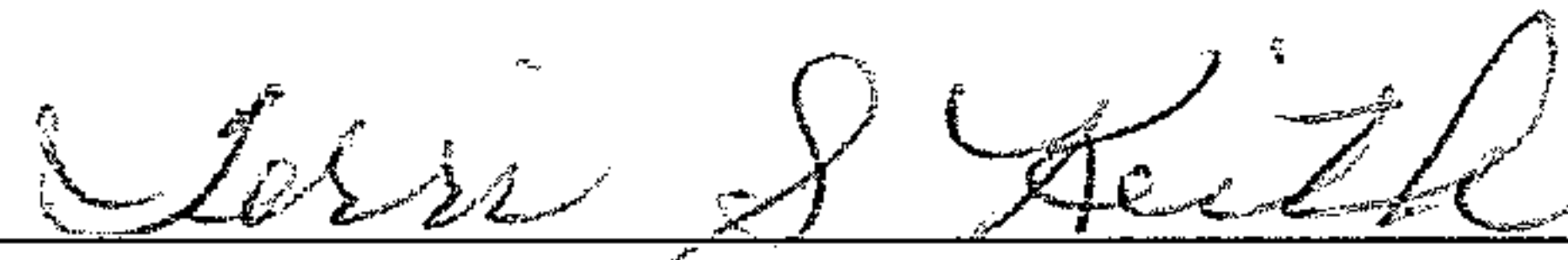
Lake Woodmere, Inc.
An Alabama Corporation



BY: Wayne Keith
ITS: President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, for and in said County and in said State, do hereby certify that Wayne Keith, whose name as President of Lake Woodmere, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the 25th day of May, 2022.



Notary Public

My Commission Expires:
November 16, 2024





IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

LAKE WOODMERE, INC., an
Alabama Corporation

Plaintiff,

vs.

ROBERT P. ALVORD and
BONNIE D. ALVORD,

Defendants.

CIVIL ACTION NUMBER

58-CV-2017-901163

SETTLEMENT AGREEMENT FROM MEDIATION

This matter was mediated on November 25, 2019, before the Honorable James Hill, and the parties have reached the following settlement agreement:

1. The covenants shall remain unchanged except for any amendments required by this agreement.
2. The parties acknowledge that lake, dam and spillway are common areas subject to reversion if the dam and lake cease to exist. Further, ingress and egress to the dam and spillway shall be provided at the existing private road.
3. The dam and spillway shall be surveyed at the expense of corporation with legal descriptions of the dam and spillway being added to covenants.
4. The Alvords shall give their gate code to the Shareholders upon request subject to the provisions of this agreement.
5. Any Shareholders accessing the dam will provide forty-eight (48) hours advance notice to the Alvords of prospective boat launch use. Access will be available weekdays from 8:00 am to sunset and sunrise to sunset on weekends and holidays.
6. In the event of an emergency, immediate notice of access shall be provided to the Alvords.
7. The corporation shall provide one (1) week advance notice to the Alvords for any maintenance to be performed on or at the dam.
8. The dam may only be used by Shareholders to launch a boat. No Shareholders may conduct any parties on the dam or otherwise loiter on the dam.
9. The boat launch may be upgraded at expense of corporation within the confines of and at the existing location. The corporation shall pay for any damage to the Alvords property from any

upgrade or use of the boat launch. The corporation shall name the Alvords as an additional named insured on its general liability policy and/or any umbrella policy with respect to any use of the boat launch, dam and/or spillway.

10. Each Shareholder whose property legal description includes a common area shall pay any ad valorem taxes on the land.

11. The Alvords shall be entitled to graze up to five (5) horses on the embankment of the dam and spillway as long as such grazing activity causes no adverse impact on the dam and spillway as determined by a qualified professional engineer. Nothing shall prohibit the Alvords from using the road on top of the dam for ordinary daily use.

12. The corporation shall pay to maintain the dam. No machinery to be allowed on dam or spillway other than a lawn mower without approval of the Dam Maintenance Committee.

13. The corporation shall withdraw its recorded permissive easement.

14. The owner of the parcel where the dam and spillway are located shall have the right to immediately file a grievance with the corporation for any violation of the use of the common areas and such violations shall be punishable in accordance with the corporations rules and/or covenants.

15. The parties agree that the cases and all claims of all parties shall be dismissed with prejudice and each party shall be responsible for paying their own attorney's fees and their pro rata share of the mediation fee.

16. The corporation shall create a Dam Maintenance Committee, and the Shareholder who owns the parcel where the dam and spillway are located shall be a permanent member of the Dam Maintenance Committee.

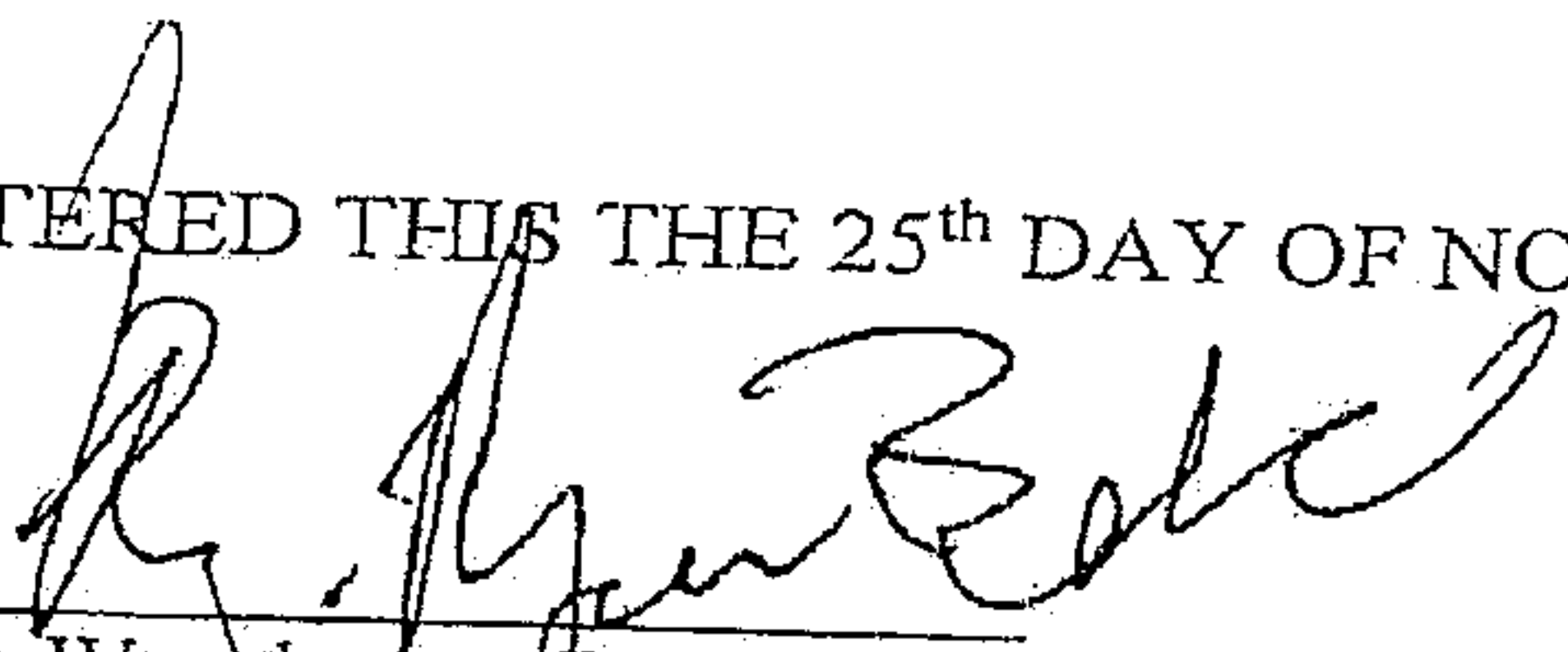
17. Approval of the settlement is contingent upon approval of 80% of the Shareholders and such approval shall not unreasonably be withheld. Further, the Legal Committee shall recommend approval of this agreement to the Shareholders.

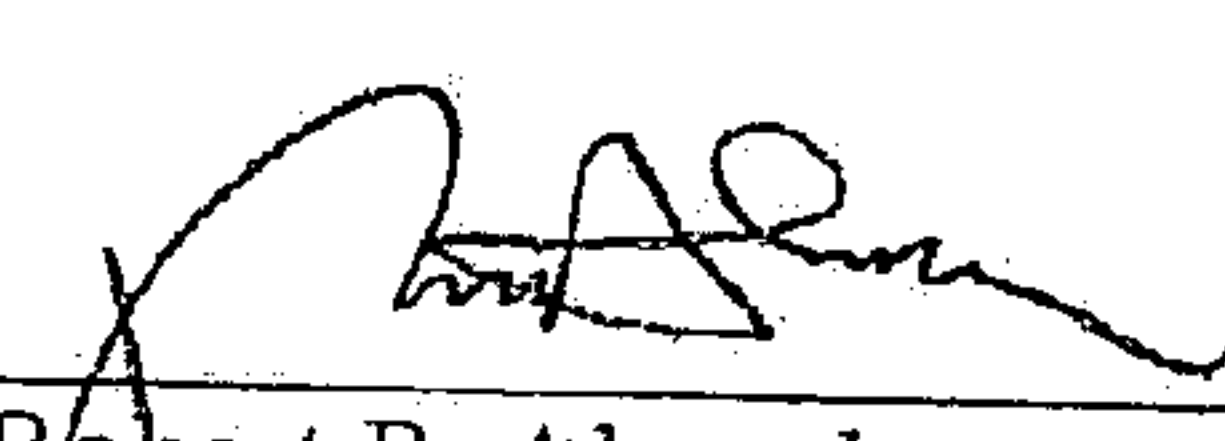
18. This document shall serve as a mutual release of all claims by all parties, whether known or unknown. This document shall not be deemed an admission of liability by any party.

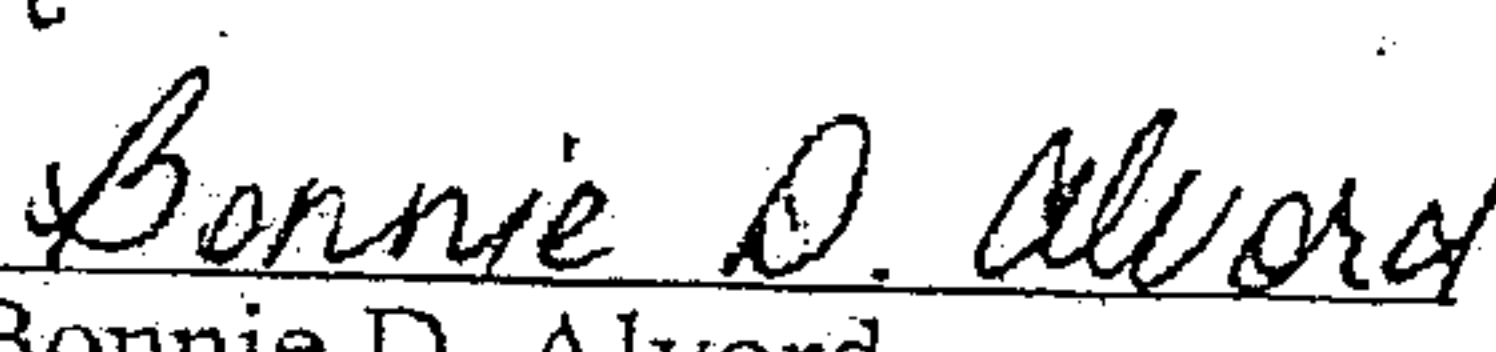
19. This agreement, any amendments to the covenants, and the legal descriptions shall be recorded in the office of the Judge of Probate of Shelby County, Alabama.

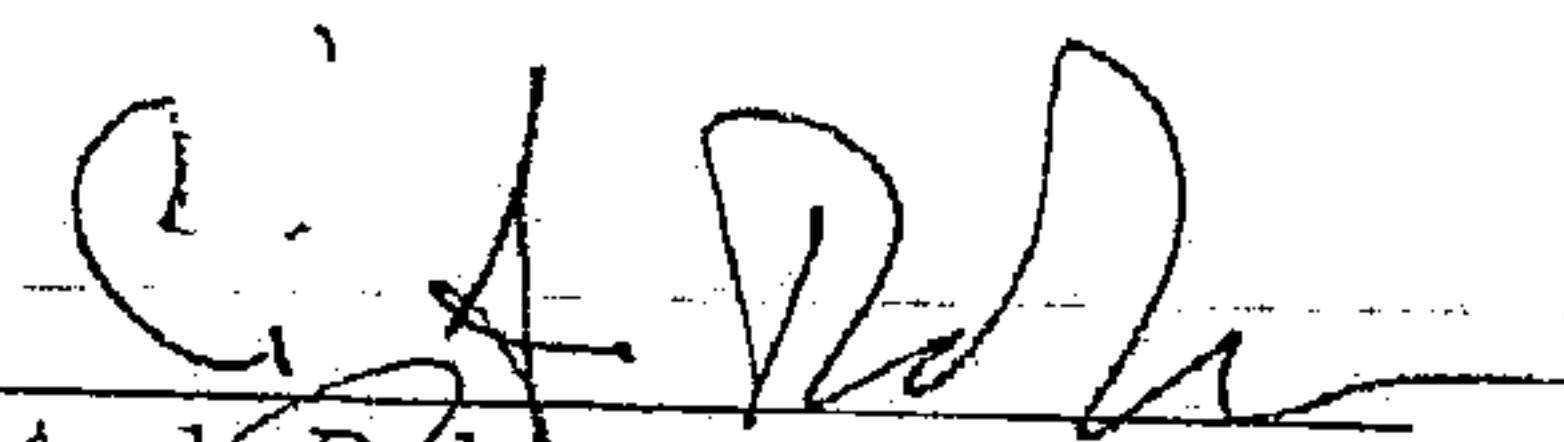
[Remainder of this page left blank]

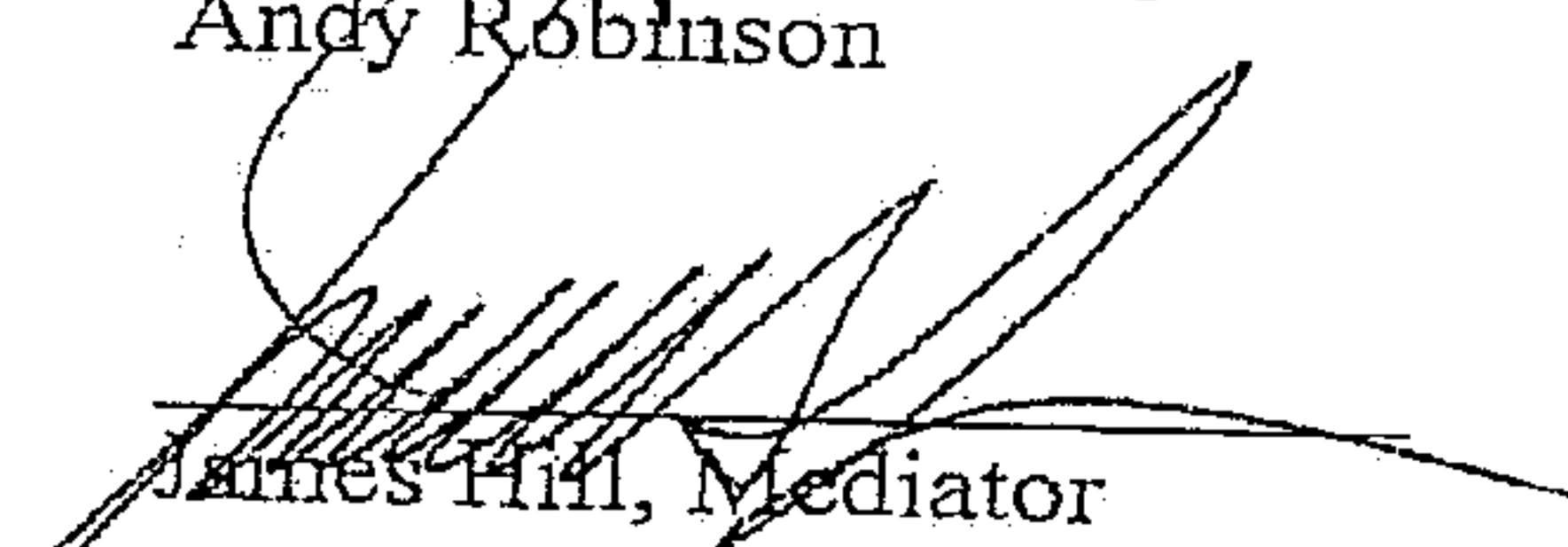
ENTERED THIS THE 25th DAY OF NOVEMBER, 2019.

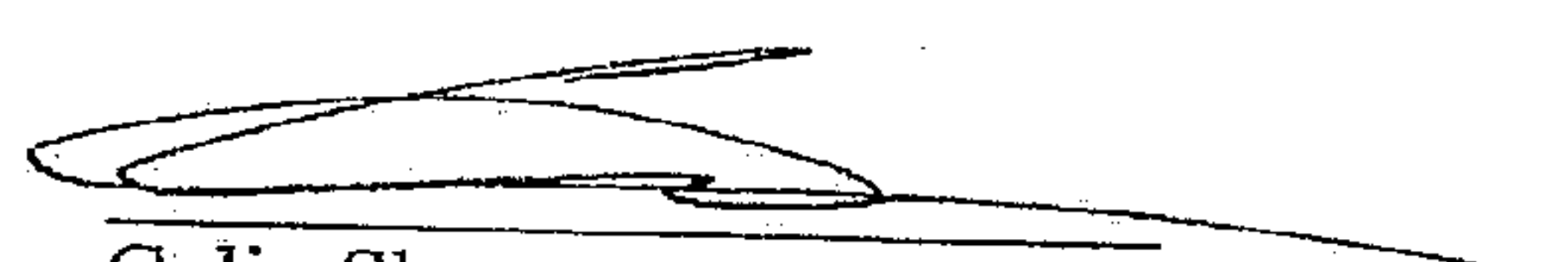

Lake Woodmere, Inc.
BY: Ryan Baker
ITS: President

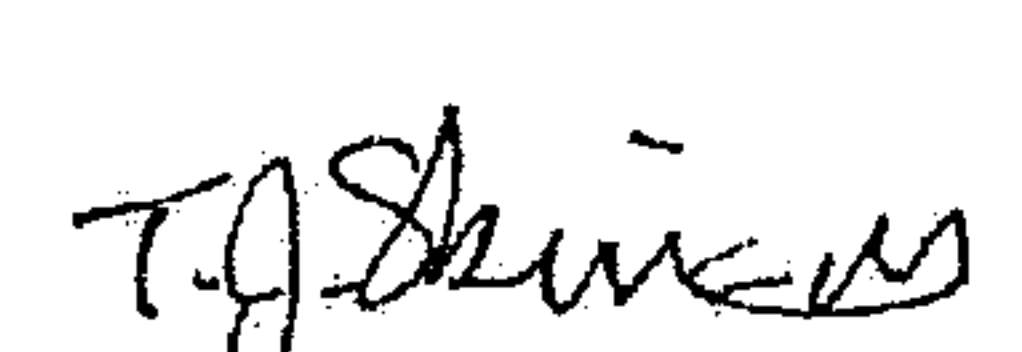

Robert P. Alvord

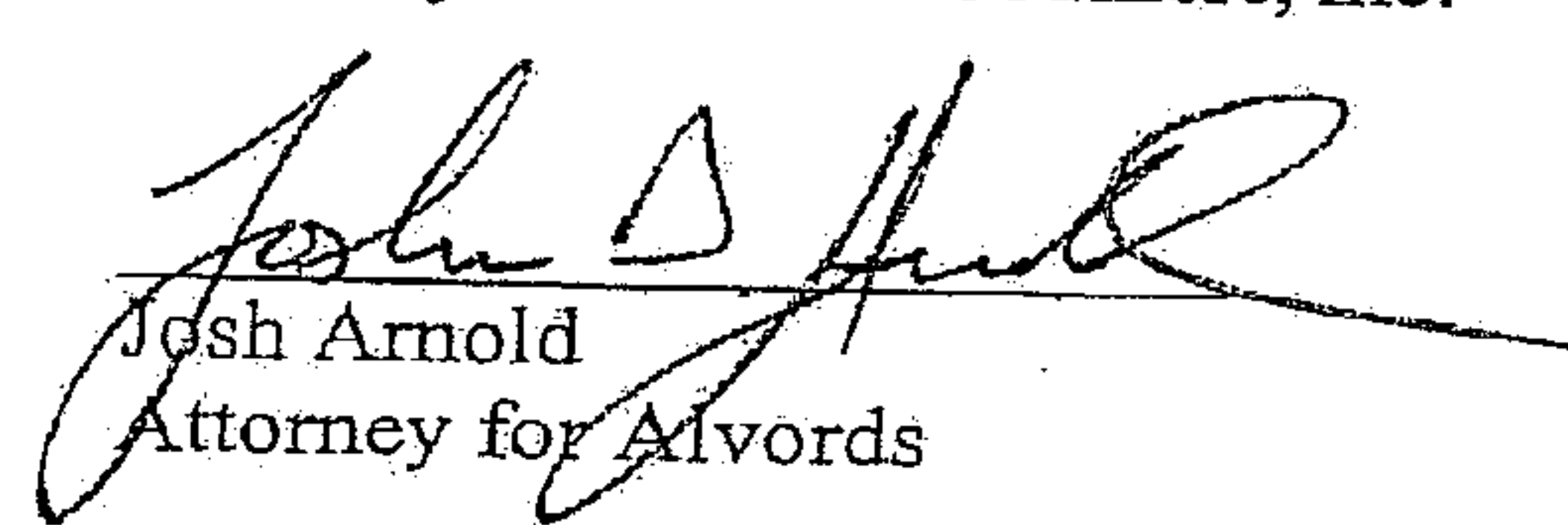

Bonnie D. Alvord


Andy Robinson


James Hill, Mediator


Colin Sherman
Attorney for Robinson


Thomas J. Skinner, IV
Attorney for Lake Woodmere, Inc.


Josh Arnold
Attorney for Alvords

EXHIBIT

2

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

**LAKE WOODMERE, INC., an
Alabama corporation,**

Plaintiff,

vs.

**ROBERT P. ALVORD and BONNIE
D. ALVORD,**

Defendants.

CIVIL ACTION NO.: CV-2017-901163

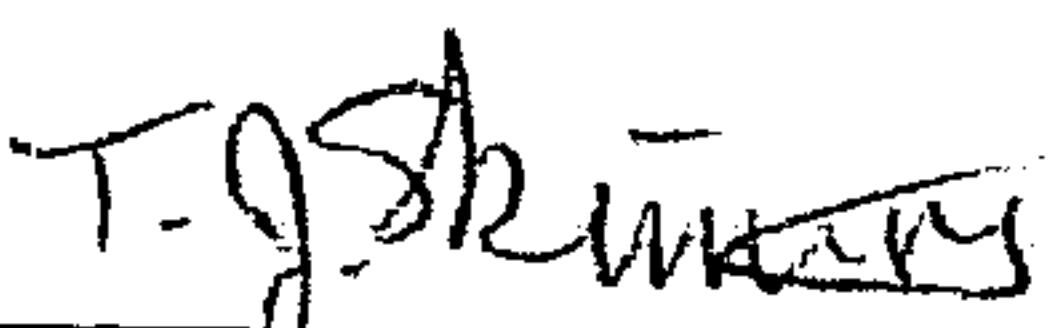
CONFIDENTIAL SETTLEMENT OFFER

In contemplation of the settlement and resolution of all outstanding issues in this matter, the parties hereby agree to the following:

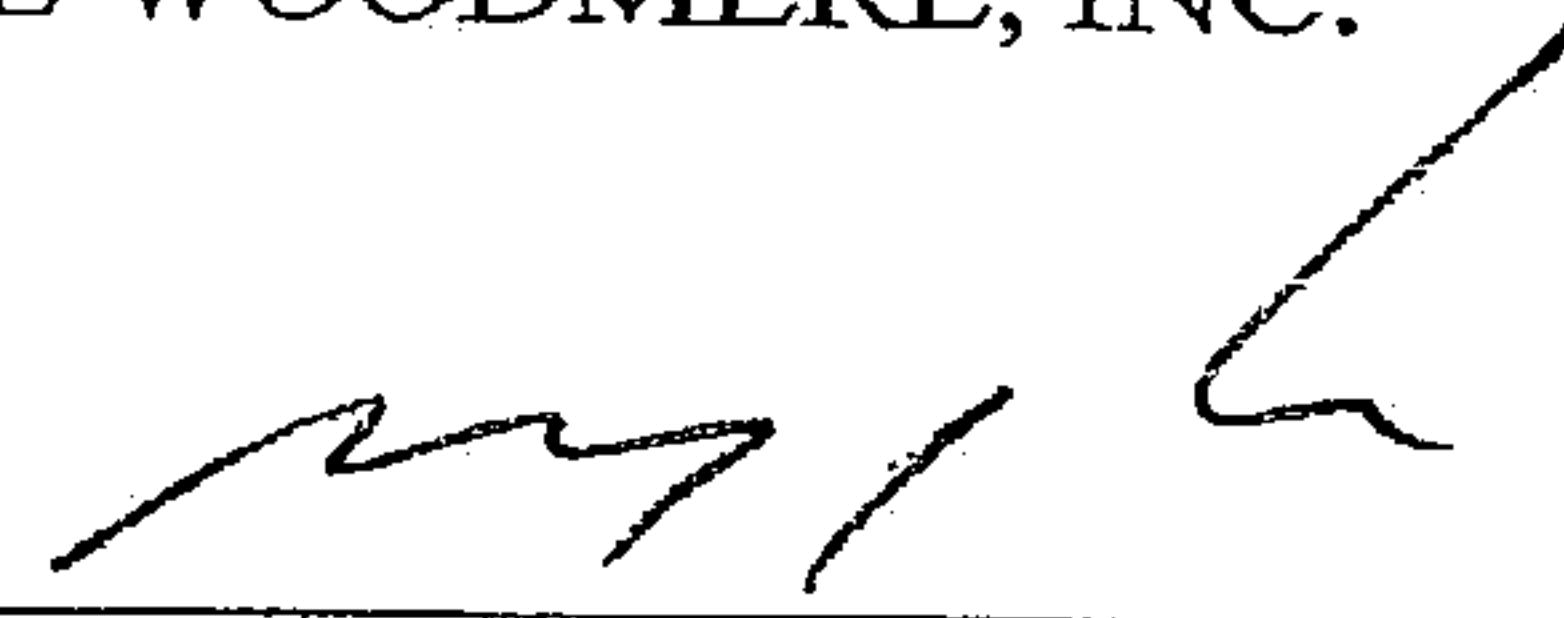
1. All parties affirm the Mediation Agreement as written, to be effective immediately.
2. The map attached hereto as Exhibit 1 becomes the final map, subject to final preparation by EDG, with:
 - (a) The Alvords paying any additional costs for a final resurvey of the property; and
 - (b) The light blue line area being designated Emergency Spillway subject to the conditions in paragraph 3 hereinbelow.
3. Access to the Emergency Spillway is subject to the following conditions:

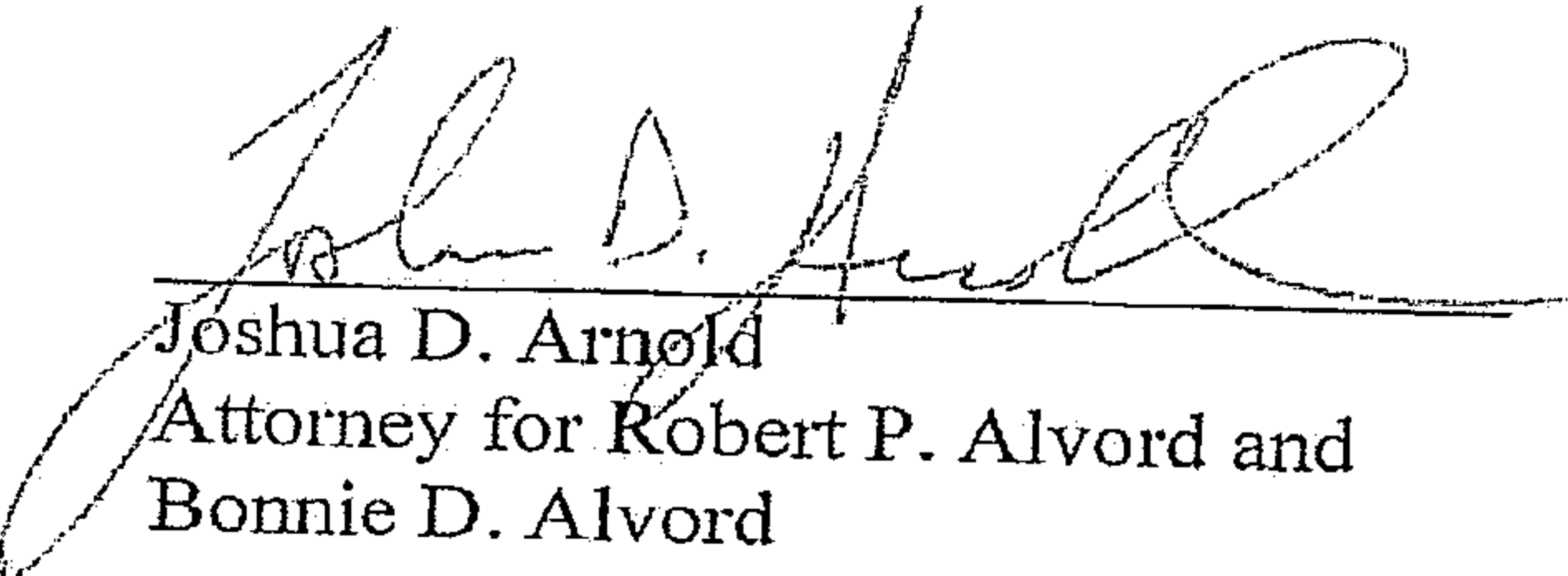
- (a) The Emergency Spillway shall remain in a natural state in its current configuration, but shall comply with FEMA publication "DAM OWNERS GUIDE TO PLANT IMPACT ON EARTHEN DAMS; FEMA L -263; September 2005 or the latest version thereof.
- (b) The Emergency Spillway is not accessible to Shareholders, other than the owner(s) of the property where the dam and emergency spillway are located (Owners); and
- (c) The Emergency Spillway is accessible only by the owners of the property where the dam and spillway are located (Owners) and professionals hired by the Corporation, subject to Dam Committee approval and permission from the Owners, for maintenance or inspection which approval by the Owners shall not be unreasonably withheld.
- (d) Dam Committee approval shall require a majority vote of the members of the Dam Committee.

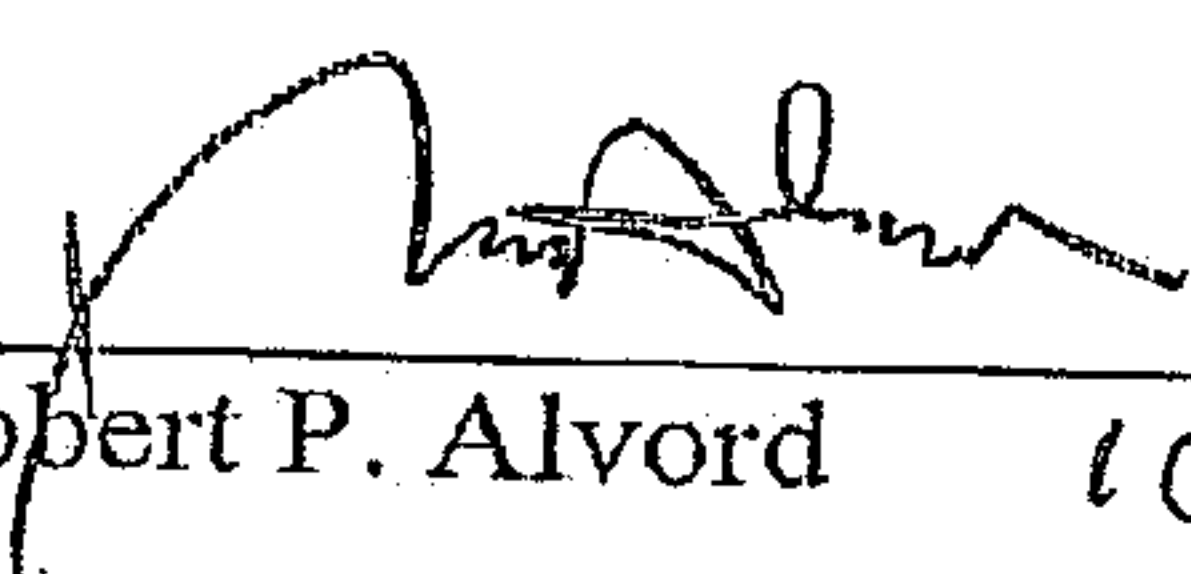
LAKE WOODMERE, INC.



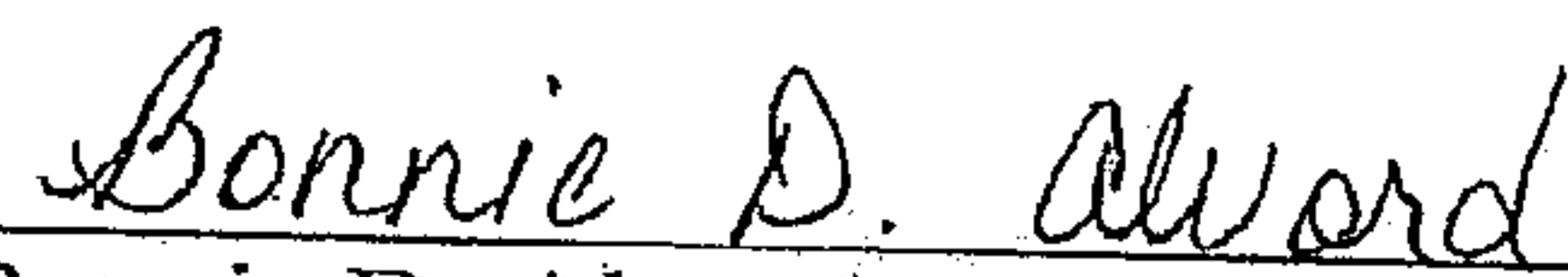
Thomas J. Skinner, IV
Attorney for Lake Woodmere, Inc.

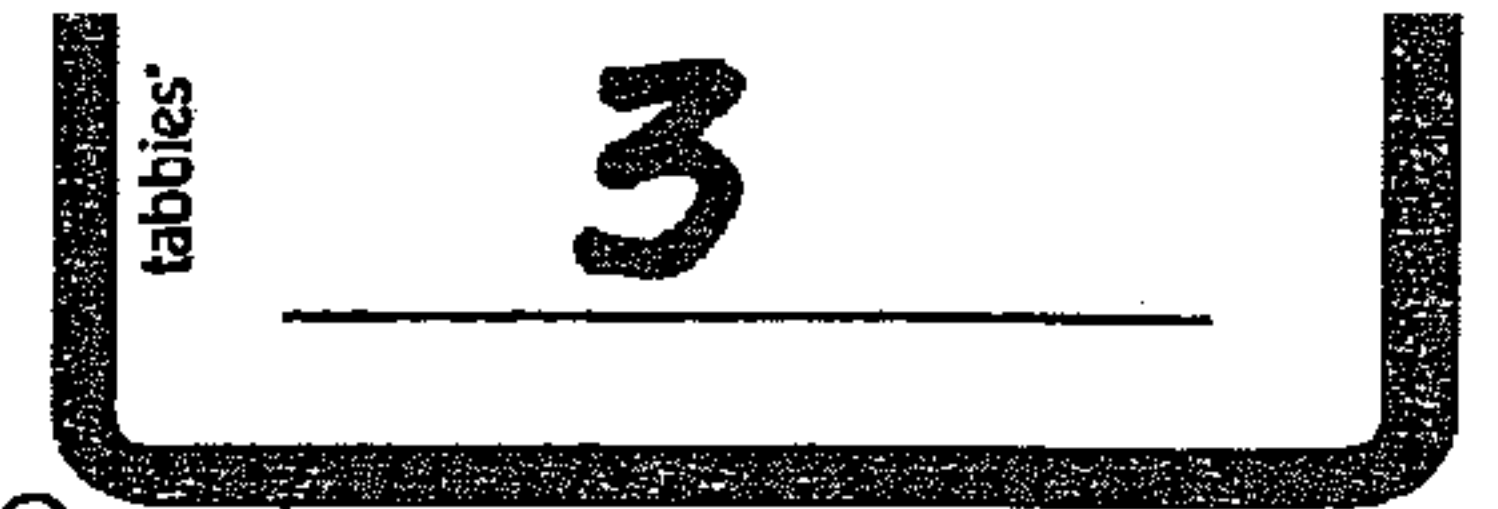
By: 
Its: President


Joshua D. Arnold
Attorney for Robert P. Alvord and
Bonnie D. Alvord


Robert P. Alvord

10.25.2021


Bonnie D. Alvord



A dam situated in the west 1/2 of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

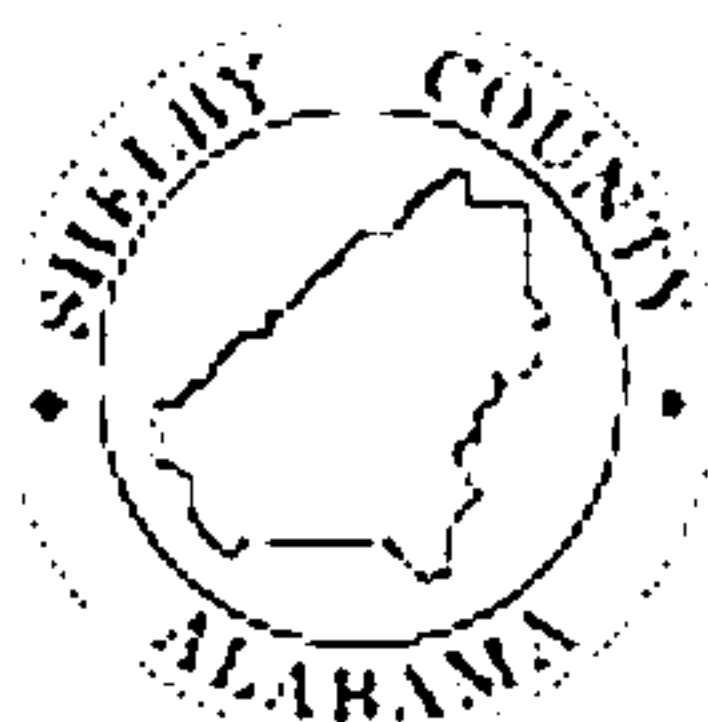
Commence at a 1/2" rebar capped JC Ray at the SW corner of the SE 1/4 of the NW 1/4 of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama; thence N 0°31'07" W along the west line of said 1/4-1/4 section a distance of 503.92 feet to a point; thence N 89°28'53" E leaving said 1/4-1/4 line a distance of 186.39 feet to the POINT OF BEGINNING of a dam; thence N 58°47'02" E a distance of 121.04 feet to a point; thence S 17°07'46" E a distance of 89.57 feet to a point; thence S 39°50'07" E a distance of 98.64 feet to a point; thence S 65°31'56" E a distance of 106.99 feet to a point; thence N 81°17'48" E a distance of 93.76 feet to a point; thence S 86°57'14" E a distance of 67.56 feet to a point; thence S 76°49'04" E a distance of 79.31 feet to a point; thence S 68°50'13" E a distance of 60.51 feet to a point; thence S 79°47'44" E a distance of 59.05 feet to a point; thence S 13°02'24" W a distance of 73.42 feet to a point; thence S 59°51'38" W a distance of 94.05 feet to a point; thence N 55°55'08" W a distance of 52.17 feet to a point; thence N 76°24'02" W a distance of 47.42 feet to a point; thence S 72°40'33" W a distance of 120.65 feet to a point; thence N 47°10'55" W a distance of 98.47 feet to a point; thence N 68°50'06" W a distance of 202.64 feet to a point; thence S 07°37'59" W a distance of 293.04 feet to a point; thence S 89°28'33" W a distance of 49.88 feet to a point; thence N 01°16'47" E a distance of 447.93 feet to the POINT OF BEGINNING. Said easement contains 2.46 acres, more or less.

LESS AND EXCEPT a spillway described as follows:

Commence at a 1/2" rebar capped JC Ray at the SW corner of the SE 1/4 of the NW 1/4 of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama; thence N 0°31'07" W along the west line of said 1/4-1/4 section a distance of 503.92 feet to a point; thence N 89°28'53" E leaving said 1/4-1/4 line a distance of 186.39 feet to the POINT OF BEGINNING of a spillway; thence N 58°47'02" E a distance of 96.04 feet to a point; thence S 18°37'17" E a distance of 252.40' to a point; thence N 68°50'06" W a distance of 90.00 feet to a point; thence S 07°37'59" W a distance of 293.04 feet to a point; thence S 89°28'33" W a distance of 49.88 feet to a point; thence N 01°16'47" E a distance of 447.93 feet to the POINT OF BEGINNING. Said easement contains 0.98 acres, more or less.

A access easement situated in the west 1/2 of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" rebar capped JC Ray at the SW corner of the SE 1/4 of the NW 1/4 of Section 11, Township 21 South, Range 2 West, Shelby County, Alabama; thence N 0°31'07" W along the west line of said 1/4-1/4 section a distance of 503.92 feet to a point; thence N 89°28'53" E leaving said 1/4-1/4 line a distance of 186.39 feet to the POINT OF BEGINNING of the centerline of a 20 foot access easement lying 10' either side of and parallel to described centerline, said point also being a point on the centerline of a 20' access easement as recorded in instrument number 2001-24331 in the Office of the Judge of Probate in Shelby County, Alabama; thence N 22°55'45" W along said centerlines a distance of 33.59 feet to a point; thence N 04°55'00" E along said centerlines a distance of 20.71 feet to a point; thence N 36°39'31" E along said centerlines a distance of 56.59 feet to a point; thence N 35°51'51" E along said centerlines a distance of 39.88 feet to a point; thence N 12°30'24" W along said centerlines a distance of 35.57 feet to a point; thence N 79°25'30" W along said centerlines a distance of 99.15 feet to a point; thence S 48°14'50" W along said centerlines a distance of 91.63 feet to the centerline of Arabian Road and the END of said centerlines and easement.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/01/2022 11:06:46 AM
 \$47.00 JOANN
 20220601000219780

Allen S. Bayl