

STATE OF ALABAMA)
COUNTY OF SHELBY)

**AMENDMENT TO THE AMENDED
DECLARATION
OF PROTECTIVE COVENANTS FOR
DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC.**

AMENDMENT TO THE AMENDED DECLARATION OF PROTECTIVE COVENANTS FOR DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC. is made and entered into as of the _____ day of _____, 2021, by **DEER RIDGE LAKES RESIDENTIAL ASSOCIATION, INC.**, an Alabama corporation (the “Association”).

RECITALS:

WHEREAS, the Association has heretofore executed the Declaration of Protective Covenants for Deer Ridge Lakes, in instrument number 20060830000429090, and Amendment thereto in instrument number 20150910000315860, which pertain to properties recorded in Map Book 37 Pages 58 and 59; and instrument number 20030702000419120, which pertain to properties recorded in Map Book 31, Pages 106 and 107, and Map Book 22, Page 80 in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

WHEREAS, the Association desires to make amendments in order to more efficiently carry out the affairs of the Association, which amendments are made consistent with Section 8.04 of the Declaration.

NOW, THEREFORE, in consideration of the premises, the Association does hereby amend the Declaration as follows:

Section 2.27 is hereby stricken.

Section 4.01 is hereby replaced with the following:

4.01 Every Owner of a Lot within the Property and the Owner of every Lot within the Development is subject to assessments described in Article V, except as hereinafter provided, and shall be a member of the Association (the Articles of Incorporation for which are recorded in the Probate Office of Shelby County, Alabama). Membership in the Association shall be appurtenant to and may not be separated from the ownership of any Lot and shall be subject to the provisions of the Protective Covenants and the rules, regulations, and bylaws of the Association, as the same may be modified and amended from time to time.

Owners of Lots that are undeveloped lots may choose to pay the Association’s annual assessment or they may choose to pay an annual “maintenance assessment.” For the purposes of this Section, an undeveloped lot shall mean a Lot which does not contain any improvements whatsoever. The maintenance assessment shall be set by the Board, shall be calculated each

year to cover the cost of the landscape maintenance needs for each of the lots, as determined by the Board, and shall be subject to the following conditions: (1) if the Owner of the undeveloped lot chooses to pay the maintenance fee, their right to vote during the year for which the assessment is due shall be forfeit, except that they shall be allowed to vote on the matter of special assessments, to which each Lot shall remain subject, whether developed or undeveloped. Nothing in this section shall serve to release those said Owners from liability for "individual assessments" to cover any costs associated with enforcement of any of the Articles of Incorporation, bylaws, or Protective Covenants of the Association against said undeveloped lot or the Owner thereof. At any point during the said year these Owners may regain full voting rights by paying the year's annual assessment as well as any and all fines or other charges. (2) Each Owner of a lot which is undeveloped shall be responsible for payment of all assessments coming due from the date of commencement of construction of any improvement thereon. Any improvement to the said Lot shall subject the said Lot to the normal Annual and Special Assessments. In all other respects, an Owner of an undeveloped lot shall be bound by the Articles of Incorporation, Bylaws, and Protective Covenants of the Association.

Section 4.02 is hereby replaced with the following:

4.02 The Association shall have one (1) class of voting membership. All Owners, together with the Owners of all Lots, shall be members of the Association and, subject to the limitations described in Section 4.01, shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all persons shall be members; however, the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot. An Owner's right to vote shall be suspended for any period during which any assessments or charges owed to the Association by such Owner remain unpaid. This suspension shall be applied to the Lots for which the Assessments or charges remain unpaid. During the period of this suspension of voting rights, that Owner's Lot or Lots shall be removed from the calculation of any quorum or vote total as if the Lot did not exist. Immediately upon the payment of all such assessments and charges the Owner's voting rights shall be restored.

Section 5.01 is hereby replaced with the following:

5.01 Subject to the exception described in Section 4.01, each Owner of a Lot within the Property, by acceptance of a deed to such Lot, agrees to pay the Association: (i) annual assessments or charges levied each year by the Association, (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (iii) individual assessments which may be levied against any Lot and the Owner thereof as a result of such Owner's failure to comply with the terms of these Protective Covenants. The annual, special, and individual assessments, as well as any maintenance assessments, together with interest, late charges, costs, and reasonable attorney's fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees shall also be the personal obligation

of the person who was the Owner of such Lot at the time when the assessment fell due or was due.

Section 7.03 is hereby amended to reflect that the easement described therein is ten (10) feet.

Section 8.01 is hereby replaced with the following:

8.01 Any additional property, that the Association desires to purchase, accept conveyance to, develop, or otherwise exert an ownership over, and which purchase price exceeds five thousand dollars (\$5,000.00), shall be subject to the approval of at least fifty percent (50%) plus one (1) vote of the total Membership of the Association. Any such property, if added by affirmative vote shall be subject to the provisions of the Protective Covenants and the rules, regulations, and bylaws of the Association, as the same may be modified and amended from time to time.

Section 8.04 is hereby replaced with the following:

8.04 These covenants and restrictions may be amended by the vote of fifty percent (50%) plus one (1) vote of all votes in the Association.

Section 8.07 is hereby stricken.

Section 8.09 is hereby stricken.

Full Force and Effect. Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, and all subsequent amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment to Amended Declaration of Protective Covenants for Deer Ridge Lakes Residential Association, Inc. to be executed as of the day and year first above written.

**DEER RIDGE LAKES RESIDENTIAL
ASSOCIATION, INC.,**
an Alabama Non-Profit Corporation

By _____

President, Deer Ridge Lakes Residential Association. Inc.

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as President of Deer Ridge Lakes Residential Association, Inc., an Alabama non-profit corporation, is signed to the foregoing, and who is known to me, acknowledged before me, on this day that being informed of the contents of such, they, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the _____ day of _____, 2021.

Notary Public
My Commission Expires: