



**State of Alabama
County of Limestone**

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS

WHEREAS, Mungo Homes of Alabama, Inc., as successor-in-interest to Timberlakes Developers, Inc., is the Declarant under that certain Declaration of Covenants for Grand Lakes Subdivision (hereinafter referred to as "Declaration") dated February 9, 2009 recorded Instrument Number 20090211000085830 in the Office of the Judge of Probate of Madison County, Alabama as the same has been amended from time to time; and

WHEREAS, the terms and conditions of said Declaration, including but not limited to those contained in Article XII, provides that the Declarant may amend the terms, conditions and covenants contained in the Declaration.

NOW THEREFORE, pursuant to Article XII, Section 4 of the Declaration, the undersigned Declarant acting within the authority established by said Declaration, does hereby amend the Declaration as follows:

1. Article VI, Section 10 "Architectural Standards" is deleted and the following is substituted in its place:

Section 10. Architectural Standards. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind shape height, material, and location shall have been submitted in writing to and approved by an Architectural Control Committee established by the Board. These documents shall contain front elevation, a rear elevation and a plat plan to be kept on file by the Association. The board may divide the Architectural Control Committee into tow (2) subcommittees, with one (1) subcommittee having jurisdiction over modification and the other having jurisdiction over new construction. The board may employ for the Architectural Control Committee architects, engineers, or other persons necessary to enable to Committee to perform its review. The Architectural Control Committee may, from time to time, delegate any of its rights of responsibilities hereunder to one (1) or more duly licensed architects or other qualified Persons, which hall have full authority to act on behalf of the committee for all matters delegated. Written design guidelines and procedures shall be promulgated for the exercise of this review, which guidelines may provide for a review fee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, the proposed construction set out in the submitted plans and/or specifications are denied ("Tacit Denial"). In so long as the Declarant retains its powers hereunder, the applicant of the plans and specifications may appeal this Tacit Denial to the Declarant and the Declarant may assume the duty of the Architectural Control Committee, and may allow or disallow such construction. If the Declarant fails to approve the submitted plans and specifications within 30 days of submission, such are denied. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition, or alteration. In the discretion of the Architectural Control Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason,

including purely aesthetic considerations, and it shall be entitled to stop any construction violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specification neither the Architectural Control Committee, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the Architectural Control Committee, the Board, nor the officers, directors, members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specification. Every Person who submits plans or specification and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Architectural Control Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of actions not known at the time the release is given.

2. Article VI, Section 18 "Fences" is deleted and replaced with the following:

Section 18. Fences and Obstructions. No fences shall be constructed prior to approval by the Architectural Control Committee and/or the Declarant, as provided herein and pursuant to Section 10 of this Article. In addition, fences shall not exceed six (6) feet in height, and the stain color is to be approved by the Architectural Control Committee. No chain link, barbed wire or chicken wire fence shall be permitted on any lot, regardless of its proposed location. In no case shall fences protrude any closer to the street than fifteen (15) feet from the rear of house unless otherwise approved by the Association's Board of Directors. No fence on lake lots shall obstruct the view any part of the lake from the street. No fence, outbuilding, playground equipment or any other improvement, on any lot, shall obstruct the view of the lake of any other lot owner without approval of both the Architectural Control Committee and, in so long as the Declarant retains its powers hereunder, the Declarant.

IN WITNESS WHEREOF, Mungo Homes of Alabama, Inc., as Declarant, has caused this instrument to be duly executed as of the 29th day of December, 2017

DECLARANT:
MUNGO HOMES OF ALABAMA, INC.

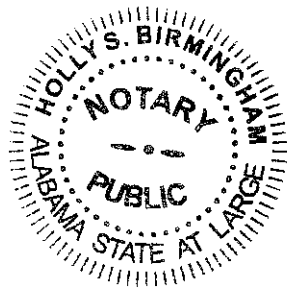
By: Andy Evans

Its: *AREA MANAGER*

STATE OF ALABAMA
COUNTY OF LIMESTONE

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Andy Evans, whose name as Area Manager of Mungo Homes of Alabama, Inc. 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company

Given under my hand and seal this the 29th day of December, 2017



Holly Birmingham

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES JANUARY 12, 2020
BONDED THROUGH STATE FARM INSURANCE

This instrument prepared by:

Gary P. Wolfe

WOLFE, JONES, WOLFE,
HANCOCK, DANIEL & SOUTH, LLC
905 Bob Wallace Ave.
Huntsville, AL 35801
256-534-2205

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Fee Amt: \$30.75 Page 3 of 3
Madison County, AL
TOMMY RAGLAND Probate Judge
File **2018-00001256**