

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
SADDLE LAKE FARMS, A CONDOMINIUM

EnviroBuild, Inc., an Alabama corporation (the "Declarant"), as "Developer" under The Declaration Of Condominium Of Saddle Lake Farms, A Condominium, filed with the Shelby County, Alabama Judge of Probate under Instrument Number 1995-17530 (the "Declaration": capitalized terms used herein and not otherwise defined have the meaning set forth in the Declaration) and Gerd Anderson and Roderick M. Nicholson, as President and Secretary, respectively, of the Association (the "Officers"), do hereby execute this Amendment To Declaration Of Saddle Lake Farms, A Condominium, ("Amendment") pursuant to Article XX of the Declaration, Section 35-8A-217 of the Act, and the Resolution To Amend The Declaration Of Condominium Of Saddle Lake Farms, A Condominium, adopted by all of the Unit Owners of the Condominium with an effective date of June 23, 1996, a copy of which is attached to this Amendment as Exhibit I and the terms of which are incorporated in this Amendment by reference, (the "Resolution").

Inst # 1996-21491

RECITALS

By execution of the Resolution all of the Unit Owners authorized and directed the Declarant and the Officers of the Association to execute and record this Amendment; and

The execution of this Amendment pursuant to the terms of the Resolution and as otherwise provided for in this Amendment is authorized pursuant to the applicable provisions of the Act and the Declaration referenced above.

NOW, THEREFORE, in consideration of the premises, and for good and valuable consideration, the receipt of which is acknowledged by all parties hereto, it is hereby agreed as follows:

1. Pursuant to the authority granted in the Resolution, Declarant is hereby empowered and authorized to acquire all or any portion of the "New Land" (hereinafter defined) and to cause all or any portion of the New Land to be added by the Declarant to the existing Land of the Condominium in two (2) or more phases; provided, however, that the addition of the New Land or any portions thereof to the Land of the Condominium shall not result in the addition of more than 125 additional Units to the Condominium, thereby decreasing each Unit Owner's interest in the Common Elements and Common Expenses from a 1/76 undivided fractional interest and obligation to a 1/201 undivided fractional interest and obligation; and, further provided, that any and all addition(s) of the New Land to the Condominium must have been completed by Declarant on or before June 23, 2011. The term "New Land" herein refers, collectively, to (a) that portion of the "New Property" identified in the Resolution and in Exhibit B thereto, (b) that portion of the Property designated as "Common Area C" identified in the Resolution and in Exhibit C thereto (see also paragraph 3 of this Amendment), and (c) that portion of "Lots 35A, 77 and 78"

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identified as part of the "New Property" in the Resolution and in Exhibit A thereto located to the north of and adjoining Lot 35 of the Condominium as presently constituted (see also paragraph 4 of this Amendment). Any parcels of the New Land may be added by the Declarant to the Land of the Condominium at different times and in such order and in such configurations as the Declarant may establish in its sole discretion. Any amendments to the Declaration to add New Land to the Condominium shall provide that the condominium units established on such portion or portions of the New Land (the "New Units") shall be owned and held subject to all applicable provisions of the Declaration, Articles and Bylaws, and may provide, among other things, for the right of Declarant to: (a) complete improvements indicated on plats and plans filed with such amendment(s), (b) establish and define the boundaries of and number of New Units and the extent and number of Common Elements and Limited Common Elements to be included within such New Property or parcel(s) thereof, (c) reserve and/or establish easements and rights of use for construction, utilities, access, ingress and egress, recreation and other purposes over the Land and Common Elements of the Condominium, for the benefit of the Owners of the New Units, (d) provide for use, occupancy and other restrictions, covenants, rules and regulations relating to the New Units, the Land and/or such New Land, and (e) otherwise make provision for such other matters consistent with the provisions of the Act and the Declaration as the Declarant may determine are necessary or desirable in connection with the ownership, use and occupancy of any New Units and Common Elements and Limited Common Elements as Declarant may elect to establish in any of the New Land to be added by the Declarant to the Land of the Condominium. Nothing contained in this Amendment or elsewhere shall require Declarant to add any portion of the New Land to the Land of the Condominium. The Declarant is hereby further authorized and empowered to prepare, execute and record one or more amendments to the Declaration in accordance with Sections 35-8A-205, 209, 210, 217 and other applicable provisions of the Act with respect to the addition of any New Land to the Condominium and the establishment of such New Units and other matters provided for herein without any further action or approval of the Unit Owners or the Association being required.

2. Further pursuant to the authority granted in the Resolution, the Declarant is hereby empowered and authorized to execute a deed on behalf of the Association and the Unit Owners, as grantor, to Declarant, as grantee, with respect to "Common Area A" identified on the Plans and referred to in the Resolution and in Exhibit C thereto. As stated in the Resolution, this Common Area A was abandoned as a possible entrance to the Property, and constitutes a potential environmental liability and safety hazard to the Condominium and to the Association and the Unit Owners, the obligation for which liability shall be assumed by Declarant upon the execution and delivery of said deed and shall constitute the sole consideration due the Association and the Unit Owners for such conveyance. On or before the date of the conveyance to the Declarant of Common Area A, Declarant is hereby empowered and authorized to cause the Declaration to be amended to

delete Common Area A from the Common Elements of the Property without any further action or approval of the Unit Owners or the Association being required.

3. Further pursuant to the authority granted in the Resolution, Declarant is hereby empowered and authorized to execute a deed on behalf of the Association and the Unit Owners, as grantors, to Declarant, as grantee, with respect to "Common Area C" identified in the Plans and referred to in the Resolution and in Exhibit C thereto. As stated in the Resolution, this Common Area C serves no useful purpose for the Condominium, the Association, or the Unit Owners, but the same may become part of the New Land that may be added to the Land of the Condominium pursuant to the terms of the Resolution and paragraph 1 of this Amendment. The consideration for this conveyance to the Association and the Unit Owners shall be the payment of the sum of Ten Dollars (\$10.00) to the Association and the performance by Declarant of the covenants and agreements of the Declarant contained herein. On or before the date of the conveyance to Declarant of Common Area C, Declarant is hereby empowered and authorized to cause the Declaration to be amended to delete Common Area C from the Common Elements of the Property without any further action or approval of the Unit Owners or the Association being required.

4. Further pursuant to the authority granted in the Resolution, Declarant is hereby authorized and empowered, upon Declarant's acquisition of that portion of the New Land identified in subpart (c) of paragraph 1 of this Amendment, to cause the Declaration to be amended to re-define the boundaries of Lot 35 of the Condominium as presently constituted and to establish Lots 35A, 77 and 78 in the manner referred to in the Resolution and in Exhibit A thereto without any further action or approval of the Unit Owners or the Association being required.

5. Further pursuant to the authority granted in the Resolution, the Declaration and the Plans are hereby amended to delete therefrom all of the twenty (20) foot access easement area around the lake identified as Common Area D on the Plans with the sole exception of that portion of said easement contained within Unit No. 20 which contains a pier and loading dock.

6. Article XI paragraph 13 of the Declaration provides for a restriction granting to the Association a "first Option to purchase" a Unit in the event of a proposed sale or transfer. The Declaration is hereby further amended to delete paragraph 13 of Article XI thereof in its entirety.

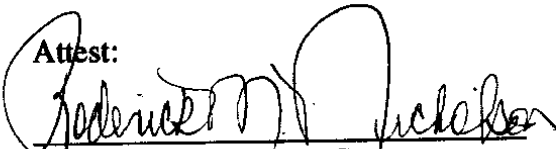
7. All provisions contained in this amendment relating to Declarant shall inure to the benefit of and be binding upon Declarant and its successors and assigns. All references herein to the authority of Declarant to amend the "Declaration" shall be deemed to also include the power and authority of Declarant to execute and record corresponding amendments to the Bylaws, Articles and the Rules and Regulations as may be necessary or

desirable, in the discretion of Declarant, to render the terms thereof consistent in all respects with each such amendment to the Declaration. As amended hereby, the Declaration remains in full force and effect.

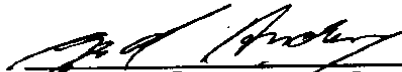
IN WITNESS WHEREOF, EnviroBuild, In., as Declarant, and Gerd Anderson and Roderick M. Nicholson, in their capacity as President and Secretary, respectively, of the Association, have caused this instrument to be executed as of the 3<sup>rd</sup> day of July 1996.

ENVIROBUILD, INC.

Attest:

  
Its \_\_\_\_\_ Secretary


By:

  
Its PRESIDENT

Approved:

SADDLE LAKE FARMS ASSOCIATION, INC., a nonprofit corporation

Attest:

  
Roderick M. Nicholson, Its Secretary

By:

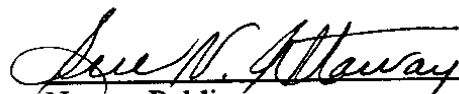
  
Gerd Anderson, Its President

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gerd Anderson whose name as President of EnviroBuild, Inc., a 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 3<sup>rd</sup> day of July, 1996.

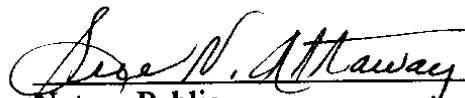
  
Notary Public  
My Commission Expires: 6/30/2000

STATE OF ALABAMA    )

SHELBY COUNTY        )

I the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gerd Anderson, and Roderick M. Nicholson, whose names as President and Secretary, respectively, of Saddle Lake Farms Association, Inc., a nonprofit corporation, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand and seal this 3rd day of July 1996.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 6/30/2000

**RESOLUTION TO AMEND THE DECLARATION OF CONDOMINIUM  
OF SADDLE LAKE FARMS, A CONDOMINIUM**

In accordance with § 35-8A-217(d) of the Alabama Code, comprising all of the Unit Owners of Saddle Lake Farms, A Condominium (the "Condominium"), unanimously consent to the following resolutions being incorporated by amendment into the Declaration of Condominium of Saddle Lake Farms, A Condominium, filed with the Shelby County, Alabama, Judge of Probate under Instrument Number 1995-17530 (the "Amendment" and the "Declaration", respectively: capitalized terms used herein and not otherwise defined have the meaning set forth in the Declaration):

**RESOLVED**, that it is deemed necessary that Declarant expend funds to purchase property adjacent to the Condominium consisting of two parcels: (1) a three (3) acre parcel, more particularly described on Exhibit A attached hereto, and (2) a one hundred (100) acre parcel, more particularly described on Exhibit B (collectively the "New Property"), to protect the Condominium from possible development adjacent to the Condominium that would not conform to the use restrictions and aesthetic standards of the Condominium; and

**RESOLVED FURTHER**, that Declarant will take title to the New Property, and that the New Property will be developed by the Declarant and, at the option of the Declarant, be added by the Declarant to the existing Property of the Condominium in two or more phases; and

**RESOLVED FURTHER**, that the phased development of the New Property would not exceed the addition of 125 new units, thereby decreasing each Unit Owner's existing share in Common Elements and Common Expenses from 1/76 to a possible and maximum 1/201 interest; and

**RESOLVED FURTHER**, that the Unit Owners of the Condominium desire to deed to the Declarant Common Area A, more particularly described on Exhibit C attached hereto: Common Area A, which was at one time intended to be an entrance to the Condominium, has been abandoned as a possible

**Exhibit I**

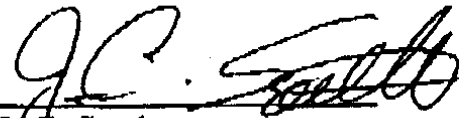
entrance to the Condominium and is a potential environmental and safety hazard to the Condominium and the Unit Owners; and

RESOLVED FURTHER, that the Unit Owners of the Condominium desire to deed to the Declarant Common Area C, more particularly described on Exhibit C attached hereto: Common Area C, which at the present time serves no useful purpose for the Condominium or the Unit Owners, would become part of the New Property to be developed by the Declarant as Phase II of the Condominium by redrawing the boundary lines of Unit No. 35 and adding Units Nos. 77 and 78, as more particularly described on Exhibit A attached hereto; and

RESOLVED FURTHER, that the Unit Owners of the Condominium desire to remove the twenty (20) foot easement around the lake, which is identified as Common Area D, with the exception of the twenty (20) foot easement on Unit No. 20, which contains the pier and loading dock.

NOW, THEREFORE, all Unit Owners of record, as of May 30, 1996, request the Officers of the Association and the Declarant to amend the Declaration in accordance with the above resolutions and authorize and direct the Declarant and the Officers of the Association to execute and record an Amendment consistent with the terms of the above resolutions on behalf of the Unit Owners and consent to said resolutions being incorporated by the Amendment into the Declaration by executing this Resolution, in separate counterparts (which shall together constitute one fully executed counterpart), as of the effective date of June \_\_\_\_, 1996.

UNIT OWNERS OF SADDLE LAKE FARMS, A CONDOMINIUM:

  
\_\_\_\_\_  
J.C. South  
Unit/Lot No. 8

  
\_\_\_\_\_  
Gail South  
Unit/Lot No. 8

David Bishop Pres.  
David Bishop Contracting, Inc.  
Units/Lots No. 9 and 21

Jon Ott  
Jon Ott  
Unit/Lot No. 12

Donna Ott  
Donna Ott  
Unit/Lot No. 12

Ed Jackson  
Ed Jackson  
Unit/Lot No. 13

Delores Jackson  
Delores Jackson  
Unit/Lot No. 13

Jim D. Goodsell  
Goodsell Construction, Inc.  
Unit/Lot No. 16

Charles Hill <sup>6/20/96</sup> Elaine Hill  
~~Charles Hill~~ <sup>Pres.</sup> ~~Elaine Hill~~ <sup>N/A</sup>  
Unit/Lot No. 22 ~~Unit/Lot No. 22~~  
PARMLEY BUILDER, INC. <sup>REP</sup> RYAN PARMLEY <sup>ITS - VICE PRESIDENT</sup>

Mike Fogle  
Fogle Enterprises, Inc.  
Unit/Lot No. 23

Byron Beaton  
Byron Beaton  
Unit/Lot No. 26

Constance Beaton  
Constance Beaton  
Unit/Lot No. 26

Huber Building & Construction Management, Inc.  
Huber Building & Construction Management, Inc.  
Units/Lots No. 28, 34 and 51

Darrin South  
Darrin South  
Unit/Lot No. 46

Christi South  
Christi South  
Unit/Lot No. 46

Mike Smith  
Mike Smith  
Unit/Lot No. 48

Bobby Beecham  
Target Construction Inc.  
Bobby Beecham, Owner  
Unit/Lot No. 64

Newton & Breland III  
NEWTON & BRELAND III  
UNIT/LOT NO. 6

Kathleen F. Breland  
KATHLEEN F. BRELAND  
UNIT/LOT NO. 6



ENVIROBUILD, INC.

By *RM* *Nicholsen*  
Its *Secretary/Treasurer*  
All Remaining Units





