8006 198 Recorded in the Above CONDO Book & Page 06-25-2012 03:23:46 PM Bill English - Probate Judge

SIXTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

Book/Ps: 8006/198 Term/Cashier: SCAN3 / CO Tran: 9818.152002.203947 Recorded: 06-25-2012 15:24:19

DEVONSHIRE, A CONDOMINIUM REC Recording Fee

Total Fees: \$ 17.00

8006 202 Recorded in the Above CONDO Book & Page

06-27-2012 09:33:09 AM

Bill English - Probate Judge
Lee County, A This Sixth Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 22nd day of June, 2012, by Dilworth Development, Inc., an Alabama corporation, hereinafter referred to as the "Developer," for itself, for its successors, grantees, and assigns.

RECITALS

WHEREAS, pursuant to the terms of the Declaration of Condominium of Devonshire, a Condominium, filed of record in Condo Book 8005 at Page 74 in the Office of the Judge of Probate of Lee County, Alabama, as amended (the "Declaration"), the Developer may construct additional buildings and submit additional Units to the Condominium Property.

WHEREAS, the Developer is amending the Declaration for the purpose of adding two additional buildings to the Condominium Property, and submitting additional real property to the condominium form of ownership.

NOW THEREFORE, the Developer hereby amends the Declaration, as follows:

- 1. The real property described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Additional Property") is hereby submitted to the condominium form of ownership. The Additional Property consists of two (2) buildings containing a total of four (4) Units.
- 2. The Additional Property shall be subject to the terms and conditions of the Declaration and the jurisdiction of the Association is hereby extended to the above described Additional Property.
- 3. Pursuant to Paragraph 6.1 of the Declaration and as a result of the Additional Property being made subject to the Condominium, each Unit Owner shall be entitled to the percentage of ownership in the Common Elements as shown on Exhibit B, attached hereto and made a part hereof, which exhibit shall amend and replace Exhibit E of the Declaration.
- 4. In all other respects, the Declaration remains in full force and effect; and all of the provisions of the Declaration, not amended by this amendment or any previous amendment remain binding on all present and future owners of Units in the Condominium. Capitalized terms not defined herein shall have the meaning given said term in the Declaration.

THIS AMENDMENT IS BEING RE-RECORDED SIMULTANEOUSLY WITH THE CONDONIMINIUM PLAT OF DEVONSHIRE PHASE 6A, Recorded in Plat Book 4 at Page 80, which plat reflects accurate numbering of Units shown thereon.

17.00

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium of Devonshire, A Condominium on the date first written above.

Dilworth Development, Inc.,

an Alabama corporation

Michael Dilworth, President

8006 203 CONDO Book & Page

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Michael Dilworth**, whose name is signed to the foregoing conveyance as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 of office this the 25th day of _______, 20

(NOTARY SEAL)

MY COMMISSION EXPIRES: 4/2/14

Notary Public, State at Large

This instrument prepared by:

René E. Richard Haygood, Cleveland, Pierce, Mattson & Thompson 611 East Glenn Avenue Auburn, Alabama 36830

Exhibit A 8006 204 Legal Description of Additional Property ONDO Book & Page

Parcel B - Phase Six of Devonshire, A Condominium

Commencing at the Northeast corner of Section 33, Township 19 North, Range 26 East, Auburn, Lee county, Alabama; thence South 69°58'47" West, a distance of 1398.41 feet to a found three quarter inch crimp top iron pin in the Southeastern right of way of Interstate 85 and the Northeast corner of Lot 540A, Moores Mill Subdivision, 5th Addition, Redivision of Lot 540 (Plat Book 25, Page 51); thence South 01°03'09" East along the Eastern line of Lot 540A for a distance of 610.82 feet to a found three quarter inch crimp top iron pin; thence South 88°51'15" West along the Southerly line of Lot 540A, a distance of 116.64 feet to a point at the Southeasterly corner of Phase 1, Devonshire; thence South 88°51'15" West along the Southerly line of Lot 540A for a distance of 222.86 feet to a found three quarter inch open top iron pin at the Southeasterly corner of Lot 540A; thence leaving said lot 540A North 49°11'40" East, a distance of 20.38 feet to a set half inch rebar (CBF) and a point at the Southeasterly corner of Parcel B, Phase Six herein to be described: from this POINT OF BEGINNING, thence South 88°50'28" West, a distance of 178.71 feet to a set half inch rebar (CBF) located approximately 2 feet behind a curb and gutter; thence following said curb and gutter North 02°45'21" West, a distance of 27.66 feet to a set half inch rebar (CBF) and the beginning of a curve tangent to said line; thence continue along said curb and gutter northerly, northeasterly a distance of 265.00 feet along the curve concave to the southeast, having a radius of 154.52 feet and a central angle of 98°15'51"; thence South 84°29'30" East tangent to said curve, a distance of 7.76 feet to a set half inch rebar (CBF) near a traffic island and the beginning of a curve tangent to said line; thence southeasterly along said traffic island a distance of 23.85 feet along the curve concave to the southwest, having a radius of 30.00 feet and a central angle of 45°32'28" to a set half inch rebar (CBF) and a point of reverse curvature; thence along said curb and gutter southeasterly a distance of 14.50 feet along the arc of said curve concave to the northeast having a radius of 304.41 feet and a central angle of 2°43'48" to a set half inch rebar (CBF) and a point of reverse curvature; thence along said curb and gutter southeasterly a distance of 24.74 feet along the arc of said curve concave to the west having a radius of 30.00 feet and a central angle of 47°15'14"; thence along the back of a curb and gutter South 05°34'24" West tangent to said curve, a distance of 120.78 feet to a set half inch rebar (CBF); thence leaving said cub and gutter South 49°11'40" West, a distance of 29.66 feet to the starting point. Said parcel contains 0.77 acres more or less.

Undivided Interest in Common Elements of Each Unit Owner

Each Unit Owner owns an undivided interest in Common Elements in proportion to the relative size of each Unit, as set forth below:

| THIS EXHIBIT HAS BEEN SUPERCEDED AND REPLACED BY THE ATTACHED EXHIBIT B, WHICH INCLUDES ACCURATE INFORMATION, AS SHOWN ON THE | CONDONIMINIUM PLAT OF DEVONSHIRE PHASE 6A egard to Units 101, 102, 103 and corded in Plat Book 4 At Page |
|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|

| | | Undivided Interest in |
|------------------------------------------------------------|--------------------|----------------------------------------|
| <u>Unit #</u> | <u>Square Feet</u> | Common Elements |
| 0.00.400.0400.4000.0000.0000.0000.0000.0000.0000.0000.0000 | 30 | ************************************** |
| 101 | 2,186 | 2.751% |
| 102 | 2,283 | 2.874% |
| 103 | 2,283 | 2.874% |
| 104 | 2,186 | 2.751% |
| 201 | 2,550 | 3.210% |
| 202 | 2,850 | 3.587% |
| 203 | 2,850 | 3.587% |
| 204 | 2,550 | 3.210% |
| 301 | 2,550 | 3.210% |
| 302 | 2,850 | 3.587% |
| 303 | 2,850 | 3.587% |
| 304 | 4,350 | 5.475% |
| 401 | 2,650 | 3.336% |
| 402 | 4,200 | 5.286% |
| 403 | 4,200 | 5.286% |
| 404 | 4,350 | 5.475% |
| 1001 | 1,950 | 2.454% |
| 1002 | 1,950 | 2.454% |
| 1002 | 1,950 | 2.454% |
| 1004 | 2,200 | 2.769% |
| 1101 | 1,000 | 2 4000/ |
| | 1,980 | 2.492% 2.392% |
| 1102 | | 2.492% |
| 1103 | 1,980 | 4.49270 |
| 1201 | 2,050 | 2.580% |
| 1202 | 1,900 | 2.392% |
| 1203 | 2,050 | 2.580% |
| 1301 | 1,980 | 2.492% |
| 1302 | 1,900 | 2.392% |
| 1303 | 1,980 | 2.492% |
| 1401 | 1,980 | 2.492% |
| 1402 | 1,980 | 2.492% |
| 1403 | 1,980 | 2.492% |
| | 79,448 | 100.00% |
| | 19,446 | 100.00% |

Undivided Interest in Common Elements of Each Unit Owner

Each Unit Owner owns an undivided interest in Common Elements in proportion to the relative size of each Unit, as set forth below:

| <u>Unit #</u> | Square Feet | Undivided Interest in Common Elements |
|---------------|--------------|------------------------------------------|
| 101 | 2,283 | 2.874% |
| 102 | 2,186 | 2.751% |
| 103 | 2,186 | 2.751% |
| 104 | 2,283 | 2.874% |
| 201 | 2,550 | 3.210% |
| 202 | 2,850 | 3.587% |
| 203 | 2,850 | 3.587% |
| 204 | 2,550 | 3.210% |
| 301 | 2,550 | 3.210% |
| 302 | 2,850 | 3.587% |
| 303 | 2,850 | 3.587% |
| 304 | 4,350 | 5.475% |
| 401 | 2,650 | 3.336% |
| 402 | 4,200 | 5.286% |
| 403 | 4,200 | 5.286% |
| 404 | 4,350 | 5.475% |
| 1001 | 1,950 | 2.454% |
| 1002 | 1,950 | 2.454% |
| 1003 | 1,950 | 2.454% |
| 1004 | 2,200 | 2.769% |
| 1101 | 1,980 | 2.492% |
| 1102 | 1,900 | 2.392% |
| 1103 | 1,980 | 2.492% |
| 1201 | 2,050 | 2.580% |
| 1202 | 1,900 | 2.392% |
| 1203 | 2,050 | 2.580% |
| 1301 | 1,980 | 2.492% |
| 1302 | 1,900 | 2.392% |
| 1303 | 1,980 | 2.492% |
| 1401 | 1,980 | 2.492% |
| 1402 | 1,980 | 2.492% |
| 1403 | <u>1.980</u> | <u>2.492%</u> |
| | 79,448 | 100.00% |

8006 195
Recorded in the Above
CONDO Book & Pase
06-07-2012 10:04:52 AM
Bill English - Probate Judge
Lee County, AL

Book/Pa: 8006/195 FIFTH AMENDMENT TO THE DECLARATION OF CONDOMINUMN3 / CO

OF

Tran: 9749.150856.202483 Recorded: 06-07-2012 10:05:21 REC Recordins Fee

Total Fees: \$ 14.00

DEVONSHIRE, A CONDOMINIUM

RECITALS

WHEREAS, pursuant to the terms of the Declaration of Condominium of Devonshire, A Condominium, filed of record in Condo Book 8005 at Page 74 in the Office of the Judge of Probate of Lee County, Alabama, as amended (the "Declaration"), the Developer, along with Unit Owners owning no less than two-thirds (2/3) of the Units, can amend the Declaration.

WHEREAS, the Developer and Unit Owners desire to amend the Declaration for the purpose of changing the manner of allocating regular Assessments on the Condominium Property.

NOW THEREFORE, the parties hereby amend the Declaration, as follows:

Section 6.3 is <u>revoked</u> and <u>replaced</u> by the following:

6.3 Share of Common Expenses. Payment of Common Expenses shall be in such amounts and at such times as determined in the Bylaws. Assessments shall be collected by the Association on a monthly basis. No Unit Owner shall be exempt from payment of his or her share of the Common Expenses by waiver or nonuse or non-enjoyment of the Common Elements, or by abandonment of his Unit. Common Expenses shall include, without limitation, expenditures made or liabilities incurred by the Association, together with payments or obligations to reserve accounts. Each Unit Owner shall be assessed and is individually liable for a share of the Common Expenses with said share being approximately the same as the Unit Owner's percentage ownership in the Common Elements but with said share being designated to fall within one of four levels of allocated Assessments with said designation being for both ease of computation and administration as well as in acknowledgment that the Common Expenses which are incurred are not strictly proportional to the size of each Unit in relation to all other Units. Therefore, and for all periods hereafter, the regular Assessments for dues shall be allocated such that Units that do not exceed 2,050 heated and cooled shall pay a monthly Assessment of \$200. And Units that are at least 2,051 and do not exceed 2,450 heated and cooled shall pay \$25 per month more, or \$225. And Units that are at least 2,451 and do not exceed 2,900 heated and cooled shall pay and additional \$25 per month more, or \$250. And Units that exceed 2,901 heated and cooled shall pay and additional \$25 per month more, or

14.00

\$275. Any increase or decrease in future annual budgets that necessitates a change in the regular Assessment shall be allocated such that each of the four (4) levels of allocated Assessments are increased or decreased to maintain a constant differential of \$25 between each of the levels. Assessments, and the responsibility therefor, for purposes other than regular Assessments for the purposes of meeting the annual budget are not amended by this provision. Individual Unit Owners are eligible to become members of the Moores Mill Subdivision Homeowners' Association, Inc. (Moore's Mill HOA), through which a Unit Owner would be entitled to use of the Moores Mill Subdivision pool and clubhouse. The Assessment by the Association does not include payment of homeowners' association dues to Moore Mill HOA, therefore any Unit Owner who elects to be a member of the Moores Mill HOA will be personally responsible for paying homeowners' association dues to Moores Mill HOA.

In all other respects, the Declaration remains in full force and effect; and all of the provisions of the Declaration not amended by this amendment or any previous amendment remain binding on all present and future owners of Units in the Condominium. Capitalized terms not defined herein shall have the meaning given said term in the Declaration.

IN WITNESS WHEREOF, the Developer, along with the duly authorized President and Secretary of the Board of Directors of the Devonshire Condominium Owners' Association, Inc., who by their execution hereof do hereby certify that Unit Owners owning no less than 2/3 of the Units in the Condominium have ratified this amendment, have executed this Fifth Amendment to the Declaration of Condominium of Devonshire, A Condominium as of the date first written above.

Dilworth Development, Inc.,

an Alabama corporation

Michael T. Dilworth, President

Devonshire Condominium Owners'

Association, Inc.

Bv:

By:

Michael T. Dilworth, President/Secretary

STATE OF ALABAMA LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Michael T. Dilworth**, whose name is signed to the foregoing Amendment to Declaration of Condominium as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of same, 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 of office this the day of June, 201

(NOTARY SEAL)

Notary Public, State at Large My Commission Expires

STATE OF ALABAMA LEE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **Michael T. Dilworth**, whose name President and Secretary of Devonshire Condominium Owners' Association, Inc., an Alabama non-profit corporation, is signed to the foregoing Amendment to the Declaration of Condominium, and who is known to me, acknowledged before me on this day that, being informed of and understanding the contents of same, that he executed the same voluntarily as such officer on the day the same bears date.

(Notary Seal)

Notary Public, State at Large My Commission Expires

Prepared by:
Gerald A. Mattson, Jr., Esq.
HAYGOOD, CLEVELAND, PIERCE, MATTSON & THOMPSON, L.L.P.
611 East Glenn Avenue
Post Office Box 3310
Auburn, Alabama 36831-3310
(334) 821-3892

8006 81
Recorded in the Above
CONDO Book & Page
OS-10-2011 O3:58:54 PM
Bill English - Probate Judge
Lee County: AL

AMENDED AND RESTATED

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

DEVONSHIRE, A CONDOMINIUM

This Amended and Restated Fourth Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 4TH day of August, 2011, by Dilworth Development, Inc., an Alabama corporation, hereinafter referred to as the "Developer," for itself, for its successors, grantees, and assigns.

RECITALS

WHEREAS, pursuant to the terms of the Declaration of Condominium of Devonshire, a Condominium, filed of record in Condo Book 8005 at Page 74 in the Office of the Judge of Probate of Lee County, Alabama, as amended (the "Declaration"), the Developer may construct additional buildings and submit additional Units to the Condominium Property.

WHEREAS, the Developer amended the Declaration on July 29, 2011 for the purpose of adding one additional building to the Condominium Property and submitting additional real property to the condominium form of ownership.

WHEREAS, the Fourth Amendment was recorded and re-recorded without complete exhibits thereto

NOW THEREFORE, the Developer hereby restates the Fourth Amendment to the Declaration, as follows, and attaches hereto the complete exhibits referenced herein:

- 1. The real property described on <u>Exhibit A</u>, attached hereto and made a part hereof (hereinafter referred to as the "Additional Property") is hereby submitted to the condominium form of ownership. The Additional Property consists of one (1) building containing a total of four (4) Units.
- 2. The Additional Property shall be subject to the terms and conditions of the Declaration and the jurisdiction of the Association is hereby extended to the above described Additional Property.
- 3. Pursuant to Paragraph 6.1 of the Declaration and as a result of the Additional Property being made subject to the Condominium, each Unit Owner shall be entitled to the percentage of ownership in the Common Elements as shown on Exhibit B, attached hereto and made a part hereof, which exhibit shall amend and replace Exhibit E of the Declaration.

Book/Ps: 8006/81 Term/Cashier: AAPJCDSK02 / AP Tran: 8277.132937.178809 Recorded: 08-10-2011 15:59:48 REC Recordins Fee Total Fees: \$ 17.00

4. In all other respects, the Declaration remains in full force and effect; and all of the provisions of the Declaration, not amended by this amendment or any previous amendment remain binding on all present and future owners of Units in the Condominium. Capitalized terms not defined herein shall have the meaning given said term in the Declaration.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium of Devonshire, A Condominium on the date first written above.

Dilworth Development, Inc.,

an Alabama corporation

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that Michael Dilworth, whose name is signed to the foregoing conveyance as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 of office this the day of

(NOTARY SEAL)

MY COMMISSION EXPIRES: NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Dec 14, 2014 BONDED THRU NOTARY PUBLIC UNDERWRITERS

otary Public, State at Large

This instrument prepared by:

René E. Richard Haygood, Cleveland, Pierce, Mattson & Thompson 611 East Glenn Avenue Auburn, Alabama 36830

Exhibit A Legal Description of Additional Property

PHASE 5

Commencing at the Northeast corner of Lot 540A-1, Moores Mill Subdivision, 5th Addition, Redivision of Lot 540A as recorded in Plat Book 33 at Page 67 in the office of the Judge of Probate for lee County, Alabama; thence along the Southeasterly right of way of Interstate 85 South 62°21'43" West, a distance of 362.28 feet to a calculated point at the Northeast corner of Phase 5 of the Devonshire Condominiums and the point of beginning of said Phase: from this POINT OF BEGINNING, thence South 27°38'17" East, a distance of 106.78 feet to the beginning of a curve tangent to said line; thence southeasterly an arc distance of 32.63 feet along the curve concave to the southwest, having a radius of 201.00 feet and a central angle of 9°18'00 to the beginning of a curve tangent to said line; thence southerly an arc distance of 14.16 feet along the curve concave to the west, having a radius of 30.00 feet and a central angle of 27°02'51"; thence South 08°42'34" West tangent to said curve, a distance of 51.42 feet to the beginning of a curve tangent to said line; thence southwesterly an arc distance of 15.37 feet along the curve concave to the northwest, having a radius of 15.09 feet and a central angle of 58°21'41 to the beginning of a curve concave to the southeast having a radius of 43.00 feet, an arc distance of 16.33 feet and a central angle of 21°45'39" and being subtended by a chord which bears South 56°11'25" West 16.23 feet to the beginning of a curve tangent to said line; thence southwesterly an arc distance of 30.66 feet along the curve concave to the north, having a radius of 35.00 feet and a central angle of 50°11'56"; thence North 84°29'28" West tangent to said curve, a distance of 4.83 feet to the beginning of a curve concave to the south having a radius of 186.00 feet, an arc distance of 104.54 feet and a central angle of 32°12'13" and being subtended by a chord which bears South 79°24'23" West 103.17 feet; thence North 27°16'21" West, a distance of 164.41 feet to a point in the Southeasterly right of way of Interstate 85; thence along said right of way North 62°21'43" East, a distance of 199.13 feet to the point of beginning.

Exhibit B to Declaration Undivided Interest in Common Elements of Each Unit Owner

Each Unit Owner owns an undivided interest in Common Elements in proportion to the relative size of each Unit, as set forth below:

| Unit # | Square Feet | Undivided Interest in Common Elements |
|--------|-------------|------------------------------------------|
| 201 | 2550 | 3.89 |
| 202 | 2850 | 4.34 |
| 203 | 2850 | 4.34 |
| 204 | 2550 | 3.89 |
| 301 | 2550 | 3.89 |
| 302 | 2850 | 4.34 |
| 303 | 2850 | 4.34 |
| 304 | 2550 | 3.89 |
| 401 | 2650 | 4.04 |
| 402 | 2650 | 4.04 |
| 403 | 2650 | 4.04 |
| 404 | 2650 | 4.04 |
| 1001 | 2595 | 3.95 |
| 1002 | 2337 | 3.56 |
| 1003 | 2346 | 3.583 |
| 1004 | 3067 | 4.67 |
| | | 7.07 |
| 1101 | 1900 | 2.90 |
| 1102 | 1900 | 2.90 |
| 1103 | 1900 | 2.90 |
| 1201 | 1900 | 2.90 |
| 1202 | 1900 | 2.90 |
| 1203 | 1900 | 2.90 |
| 1301 | 1980 | 3.02 |
| 1302 | 1980 | 3.02 |
| 1303 | 1980 | 3.02 |
| 1401 | 1900 | 2.90 |
| 1402 | 1900 | 2.90 |
| 1403 | <u>1900</u> | <u>2.90</u> |
| | 65585 | 100 |
| | | |

Document being re-recorded to add legal description.

Recorded in the Above CONDO- Book & Page --07-29-2011 09:26:11 AM Bill English - Probate Judge Cee County: AL

FOURTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

DEVONSHIRE, A CONDOMINIUM

8006

Recorded in the Above CONDO Book & Page

07-29-2011 10:58:44 AM Bill English - Probate Judge

Lee County, AL

This Fourth Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 28th day of July, 2011, by Dilworth Development, Inc., an Alabama corporation, hereinafter referred to as the "Developer," for itself, for its successors, grantees, and assigns.

REC Recording Fee COP Cories

RECITALS

Total Fees: \$ 21.00

WHEREAS, pursuant to the terms of the Declaration of Condominium of Devonshire, a Condominium, filed of record in Condo Book 8005 at Page 74 in the Office of the Judge of Probate of Lee County, Alabama, as amended (the "Declaration"), the Developer may construct additional buildings and submit additional Units to the Condominium Property.

WHEREAS, the Developer is amending the Declaration for the purpose of adding one additional building to the Condominium Property, and submitting additional real property to the condominium form of ownership.

NOW THEREFORE, the Developer hereby amends the Declaration, as follows:

- 1. The real property described on Exhibit A, attached hereto and made a part hereof (hereinafter referred to as the "Additional Property") is hereby submitted to the condominium form of ownership. The Additional Property consists of one (1) building containing a total of four (4) Units.
- 2. The Additional Property shall be subject to the terms and conditions of the Declaration and the jurisdiction of the Association is hereby extended to the above described Additional Property.
- 3. Pursuant to Paragraph 6.1 of the Declaration and as a result of the Additional Property being made subject to the Condominium, each Unit Owner shall be entitled to the percentage of ownership in the Common Elements as shown on Exhibit B, attached hereto and made a part hereof. which exhibit shall amend and replace Exhibit E of the Declaration.
- 4. In all other respects, the Declaration remains in full force and effect; and all of the provisions of the Declaration, not amended by this amendment or any previous amendment remain binding on all present and future owners of Units in the Condominium. Capitalized terms not defined herein shall have the meaning given said term in the Declaration.

REC Recording Fee DFE Deed Tax arr 4-- 24- 556-1-- 17.00

4.00

8006 74 CONDO Book & Page

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium of Devonshire, A Condominium on the date first written above.

Dilworth Development, Inc.,

an Alabama corporation

Michael Dilworth, President

BOOG 78 CONDO Book & Page

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Michael Dilworth**, whose name is signed to the foregoing conveyance as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 of office this the 29 day of

2011

(NOTARY SEAL)

MY COMMISSION EXPIRES:

Notary Public, State at Large

This instrument prepared by:

RECTARY PUBLIC STATE OF ALADAMA AT LANGE MY COMMISSION EXPIRES: SARE 18, 2012 RECONTRO THEOTRY PLELIC UNDERSHAPTED

René E. Richard Haygood, Cleveland, Pierce, Mattson & Thompson 611 East Glenn Avenue Auburn, Alabama 36830

REC Recording Fee COP Copies Total Fees: \$ 21.00

17,00

Exhibit A Legal Description of Additional Property

Phase 5

Commencing at the Northeast corner of Lot 540A-1, Moores Mill Subdivision, 5th Addition, Redivision of Lot 540A as recorded in Plat Book 33 at Page 67 in the office of the Judge of Probate for lee County, Alabama; thence along the Southeasterly right of way of Interstate 85 South 62°21'43" West, a distance of 362.28 feet to a calculated point at the Northeast corner of Phase 5 of the Devonshire Condominiums and the point of beginning of said Phase: from this POINT OF BEGINNING, thence South 27°38'17" East, a distance of 106.78 feet to the beginning of a curve tangent to said line; thence southeasterly an arc distance of 32.63 feet along the curve concave to the southwest, having a radius of 201.00 feet and a central angle of 9°18'00 to the beginning of a curve tangent to said line; thence southerly an arc distance of 14.16 feet along the curve concave to the west, having a radius of 30.00 feet and a central angle of 27°02'51": thence South 08°42'34" West tangent to said curve, a distance of 51.42 feet to the beginning of a curve tangent to said line; thence southwesterly an arc distance of 15.37 feet along the curve concave to the northwest, having a radius of 15.09 feet and a central angle of 58°21'41 to the beginning of a curve concave to the southeast having a radius of 43.00 feet, an arc distance of 16.33 feet and a central angle of 21°45'39" and being subtended by a chord which bears South 56°11'25" West 16.23 feet to the beginning of a curve tangent to said line; thence southwesterly an arc distance of 30.66 feet along the curve concave to the north, having a radius of 35.00 feet and a central angle of 50°11'56"; thence North 84°29'28" West tangent to said curve, a distance of 4.83 feet to the beginning of a curve concave to the south having a radius of 186.00 feet, an arc distance of 104.54 feet and a central angle of 32°12'13" and being subtended by a chord which bears South 79°24'23" West 103.17 feet; thence North 27°16'21" West, a distance of 164.41 feet to a point in the Southeasterly right of way of Interstate 85; thence along said right of way North 62°21'43" East, a distance of 199.13 feet to the point of beginning.

> 8006 79 CONDO Book & Page

Exhibit B to Declaration Undivided Interest in Common Elements of Each Unit Owner

Each Unit Owner owns an undivided interest in Common Elements in proportion to the relative size of each Unit, as set forth below:

| <u>Unit#</u> | Square Feet | Undivided Interest in Common Elements |
|--------------|-----------------------|------------------------------------------|
| 201 | 2550 | 3 |
| 202 | 2850 | 8006 80 |
| 203 | 2850 | CONDO Book & Page |
| 204 | 2550 | |
| 301 | 2550 · | |
| 302 | 2850 | |
| 303 | 2850 | , |
| 304 | 2550 | |
| 401 | 2650 | , |
| 402 | 2650 | s |
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Bill English - Probate Judge

THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

DEVONSHIRE, A CONDOMINIUM

This Third Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this $\underline{U^{n}}$ day of \underline{May} , 2010, by Dilworth Development, Inc., an Alabama corporation, hereinafter referred to as the "Developer," for itself, for its successors, grantees, and assigns.

RECITALS

WHEREAS, pursuant to the terms of the Declaration of Condominium of Devonshire, a Condominium, filed of record in Condo Book 8005 at Page 74 in the Office of the Judge of Probate of Lee County, Alabama, as amended (the "Declaration"), the Developer may construct additional buildings and submit additional Units to the Condominium Property.

WHEREAS, the Developer is amending the Declaration for the purpose of adding two additional buildings to the Condominium Property, and submitting additional real property to the condominium form of ownership.

NOW THEREFORE, the Developer hereby amends the Declaration, as follows:

- 1. The real property described on <u>Exhibit A</u>, attached hereto and made a part hereof (hereinafter referred to as the "Additional Property") is hereby submitted to the condominium form of ownership. The Additional Property consists of two (2) buildings containing a total of six (6) Units.
- 2. The Additional Property shall be subject to the terms and conditions of the Declaration and the jurisdiction of the Association is hereby extended to the above described Additional Property.
- 3. Pursuant to Paragraph 6.1 of the Declaration and as a result of the Additional Property being made subject to the Condominium, each Unit Owner shall be entitled to the percentage of ownership in the Common Elements as shown on Exhibit B, attached hereto and made a part hereof, which exhibit shall amend and replace Exhibit E of the Declaration.
- 4. In all other respects, the Declaration remains in full force and effect; and all of the provisions of the Declaration, not amended by this amendment or any previous amendment remain binding on all present and future owners of Units in the Condominium. Capitalized terms not defined herein shall have the meaning given said term in the Declaration.

IN WITNESS WHEREOF, the Developer has executed this Amendment to the Declaration of Condominium of Devonshire, A Condominium on the date first written above.

Dilworth Development, Inc., an Alabama corporation

Bv:

Michael Dilworth, President

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Michael Dilworth**, whose name is signed to the foregoing conveyance as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 of office this the Lateral day of May, 2010.

(NOTARY SEAL)

MY COMMISSION EXPIRES: 3.28.12

Rene ERichard

Notary Public, State at Large

This instrument prepared by:

René E. Richard Haygood, Cleveland, Pierce, Mattson & Thompson 611 East Glenn Avenue Auburn, Alabama 36830

EXHIBIT A

Phase Four of Devonshire, A Condominium

Commencing at the Northeast corner of Section 33, Township 19 North, Range 26 East, Auburn, Lee county, Alabama; thence South 69°58'47" West, a distance of 1398.41 feet to a found three quarter inch crimp top iron pin in the Southeastern right of way of Interstate 85 and the Northeast corner of Lot 540A, Moores Mill Subdivision, 5th Addition, Redivision of Lot 540 (Plat Book 25, Page 51), said point being the Point of Beginning of Phase 4 of the Devonshire Condominiums more fully described towit: from this POINT OF BEGINNING, thence along the Eastern line of Lot 540A South 01°03'09" East, a distance of 382.54 feet to a found rebar by Precision Surveying (CA-788); thence South 90°00'00" West, a distance of 159.82' feet to a found Precision Surveying iron pin; thence South 00°00'00" West, a distance of 76.26 feet to a PK nail in concrete: thence South 88°50'45" West, a distance of 92.78 feet; to a Precision Surveying iron pin 2' behind concrete curb and gutter and the beginning of a curve concave to the southeast having a radius of 23.00 feet and a central angle of 47°39'53" and being subtended by a chord which bears North 34°31'42" East 18.59 feet; thence northeasterly along said curve of said curb and gutter, a distance of 19.57 feet to a Precision Surveying iron pin 2' behind concrete curb and gutter and the beginning of a curve tangent to said line; thence along a line 2 feet behind concrete curb and gutter northwesterly a distance of 128.55 feet along the curve concave to the west, having a radius of 43.00 feet and a central angle of 171°17'23" to a Precision Surveying iron pin 2' behind concrete curb and gutter and the point of cusp of a recurve tangent to said line: thence along a curve concave to the northwest having a radius of 15.09 feet and a central angle of 58°21'41" and being subtended by a chord which bears North 37°53'24" East 14.71 feet; thence northeasterly along said curve, a distance of 15.37 feet to a Precision Surveying iron pin 2' behind concrete curb and gutter; thence North 08°42'34" East tangent to said curve, a distance of 51.42 feet to a Precision Surveying iron pin 2' behind concrete curb and gutter and the beginning of a curve tangent to said line: thence northerly a distance of 14.16 feet along the curve concave to the west, having a radius of 30.00 feet and a central angle of 27°02'51" to a Precision Surveying iron pin 2' behind concrete curb and gutter and the beginning of a curve concave to the southwest having a radius of 201.00 feet and a central angle of 9°18'00" and being subtended by a chord which bears North 22°59'17" West 32.59 feet; thence northwesterly along said curve, a distance of 32.63 feet to a Precision Surveying iron pin 2' behind concrete curb and gutter; thence tangent to said curve North 27°38'17" West, a distance of 106.78 feet to a Precision Surveying iron pin in the Southeasterly right of way of Interstate Highway 85: thence along the Southeasterly right of way of said Interstate, North 62°21'43" East, a distance of 362.28 feet to the point of beginning.

Said parcel contains 92,732 square feet and 2.13 acres, more or less.

Exhibit B to Declaration Undivided Interest in Common Elements of Each Unit Owner

Each Unit Owner owns an undivided interest in Common Elements in proportion to the relative size of each Unit, as set forth below:

| <u>Unit #</u> | Square Feet | Undivided Interest in Common Elements |
|---------------|-------------|------------------------------------------|
| 201 | 2550 | 4.62% |
| 202 | 2850 | 5.16% |
| 203 | 2850 | 5.16% |
| 204 | 2550 | 4.62% |
| 301 | 2550 | 4.62% |
| 302 | 2850 | 5.16% |
| 303 | 2850 | 5.16% |
| 304 | 2550 | 4.62% |
| 401 | 2650 | 4.80% |
| 402 | 2650 | 4.80% |
| 403 | 2650 | 4.80% |
| 404 | 2650 | 4.80% |
| 1101 | 1900 | 3.44% |
| 1102 | 1900 | 3.44% |
| 1103 | 1900 | 3.44% |
| 1201 | 1900 | 3.44% |
| 1202 | 1900 | 3.44% |
| 1203 | 1900 | 3.44% |
| 1301 | 1980 | 3.58% |
| 1302 | 1980 | 3.58% |
| 1303 | 1980 | 3.58% |
| 1401 | 1900 | 3.44% |
| 1402 | 1900 | 3.44% |
| 1403 | 1900 | 3.44% |

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SECOND AMENDMENT TO THE DECLARATION OF COL

OF

DEVONSHIRE, A CONDOMINIUM

This Second Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 247 day of November, 2009, by Dilworth Development, Inc., an Alabama corporation, hereinafter referred to as the "Developer," for itself, for its successors, grantees, and assigns.

RECITALS

WHEREAS, pursuant to the terms of the Declaration of Condominium of Devonshire, a Condominium, filed of record in Condo Book 8005 at Page 74 in the Office of the Judge of Probate of Lee County, Alabama (the "Declaration"), the Developer may unilaterally amend the Declaration as may be required by any lending institution.

WHEREAS, in order to comply with certain Fannie Mae requirements, the Developer is amending the Declaration for the purpose of explicitly stating the requirement that Mortgagees receive timely written notice of certain actions.

NOW THEREFORE, the Developer hereby amends the Declaration, as follows:

- 1. Paragraph 9.10 shall be amended to include the text set forth below in all caps and bold font:
- 9.10. Insurance Trustee: Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their Mortgagees as their interest may appear, and shall provide that all proceeds covering Property losses shall be paid to the Association, as Insurance Trustee for each of the Unit Owners in the percentages as established by the Declaration, which said Association, for the purpose of these provisions, is herein referred to as the Insurance Trustee. The duty of the Insurance Trustee shall be to GIVE TIMELY WRITTEN NOTICE OF ANY CASUALTY LOSS OR CONDEMNATION TO THE UNIT OWNERS AND THEIR MORTGAGEES AND TO receive such proceeds as are paid and hold the same in trust for the purpose elsewhere stated herein and for the benefit of the Unit Owners and their Mortgages. The Insurance Trustee shall have the power to adjust all claims arising under insurance policies purchased by the Association; to bring suit thereon in its name and/or in the name of other insured; to deliver releases on payment of claims; to compromise and settled such claims; and otherwise to exercise all the rights, powers, and privileges of the compromise and settle such claims; and otherwise to exercise all the rights, powers and privileges of the Association and each Unit Owner and any other holder of an insured interest in the Condominium Property under such insurance policies, however, the Actions of the Insurance Trustee shall be subject to the approval of any first Mortgagee if the claim shall involve more than one Unit, and only if one Unit is involved, such Actions shall be subject to approval of any first Mortgagee holding a mortgage and encumbering such Unit.

- 2. Paragraph 15.1(a) of <u>ARTICLE XV AMENDMENTS</u> shall be amended to include the text set forth below in all caps and bold font:
- 15.1 <u>By Owners</u>. Except as otherwise provided herein, this Declaration may be amended in the following manner:
 - (a) <u>Notice</u>. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, AND SAID NOTICE SHALL BE DELIVERED TO EACH MORTGAGEE, TO THE EXTENT THAT ITS CONSENT TO THE PROPOSED AMENDMENT IS REQUIRED HEREIN.
- 3. In all other respects, the Declaration remains in full force and effect; and all of the provisions of the Declaration, not amended by this amendment or any previous amendment remain binding on all present and future owners of Units in the Condominium. Capitalized terms not defined herein shall have the meaning given said term in the Declaration.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment to the Declaration of Condominium of Devonshire, A Condominium this 24 day of November, 2009.

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Total Fees: \$ 11.00

11.00

Dilworth Development, Inc.,

an Alabama corporation

Michael Dilworth, President

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Michael Dilworth**, whose name is signed to the foregoing conveyance as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 of office this the 24th day of Nowh, 2009.

(NOTARY SEAL)

MY COMMISSION EXPIRES:

Notary Public, State at Large

PREMIERS BY: HAYGOOD, CLONECAND PRIERCE, LCP

P.O. Box 5310

AUSURN, AL 38031

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Bill English - Probate Judge

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF

DEVONSHIRE, A CONDOMINIUM

This First Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 15th day of July, 2009, by Dilworth Development, Inc., an Alabama corporation, hereinafter referred to as the "Developer," for itself, for its successors, grantees, and assigns.

RECITALS

WHEREAS, pursuant to the terms of the Declaration of Condominium of Devonshire, a Condominium, filed of record in Condo Book 8005 at Page 74 in the Office of the Judge of Probate of Lee County, Alabama (the "Declaration"), the Developer may construct additional buildings and submit additional Units to the Condominium Property.

WHEREAS, the Developer is amending the Declaration for the purpose of adding two additional buildings to the Condominium Property, and submitting additional real property to the condominium form of ownership.

NOW THEREFORE, the Developer hereby amends the Declaration, as follows:

- 1. The real property described on <u>Exhibit A</u>, attached hereto and made a part hereof (hereinafter referred to as the "Additional Property") is hereby submitted to the condominium form of ownership. The Additional Property consists of two (2) buildings containing a total of seven (7) Units.
- 2. The Additional Property shall be subject to the terms and conditions of the Declaration and the jurisdiction of the Association is hereby extended to the above described Additional Property.
- 3. Pursuant to Paragraph 6.1 of the Declaration and as a result of the Additional Property being made subject to the Condominium, each Unit Owner shall be entitled to the percentage of ownership in the Common Elements as shown on Exhibit B, attached hereto and made a part hereof, which exhibit shall amend and replace Exhibit E of the Declaration.
- 4. In all other respects, the Declaration remains in full force and effect; and all of the provisions of the Declaration, not amended by this amendment or any previous amendment remain binding on all present and future owners of Units in the Condominium. Capitalized terms not defined herein shall have the meaning given said term in the Declaration.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Declaration of Condominium of Devonshire, A Condominium this 15th day of July, 2009.

Dilworth Development, Inc.,

an Alabama corporation

Michael Dilworth, President

STATE OF ALABAMA

LEE COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Michael Dilworth**, whose name is signed to the foregoing conveyance as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, 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 of office this the 15th day of July, 2009.

(NOTARY SEAL)

MY COMMISSION EXPIRES:

Notary Public, State at Large

GERALD A. MATTSON, JR. Notary Public, AL State at Large My Comm. Expires Nov. 3, 2010

This instrument prepared by:

René E. Richard Haygood, Cleveland, Pierce, Mattson & Thompson 611 East Glenn Avenue Auburn, Alabama 36830

8005 654 CONDO Book & Page

Phase Two of Devonshire, A Condominium

Commencing at the Northeast corner of Section 33, Township 19 North, Range 26 East, Auburn, Lee county. Alabama; thence South 69°58'47" West, a distance of 1398.41 feet to a found three quarter inch crimp top iron pin in the Southeastern right of way of Interstate 85 and the Northeast corner of Lot 540A, Moores Mill Subdivision, 5th Addition, Redivision of Lot 540 (Plat Book 25, Page 51); thence South 01°03'09" East along the Eastern line of Lot 540A for a distance of 610.82 feet to a found three quarter inch crimp top iron pin at the Southeasterly corner of said lot 540A; thence South 88°51'15" West along the Southerly line of Lot 540A, Moores Mill, Fifth Addition for a distance of 339.50 to a found three quarter inch open top iron pin; thence South 47°21'26" West, 401.30 feet to a set half inch rebar (CA-788) located at the Southeast corner of Phase 2, Devonshire, said point being the point of beginning of Phase 2, more fully described towit: from this POINT OF BEGINNING, thence North 59°05'51" West along the Southerly line of said Lot 540A, a distance of 22.15 feet to a set half inch rebar (CA-788); thence continue along the Southerly line of Lot 540A North 66°37'14" West, a distance of 125.76 feet; thence leaving said lot line North 24°17'12" East, a distance of 163.14 feet to a set half inch rebar (CA-788); thence North 39°23'29" East, a distance of 32.12 feet to a set half inch rebar (CA-788); thence South 68°59'21" East, a distance of 90.58 feet to a set half inch rebar (CA-788); thence North 87°14'39" East, a distance of 66.56 feet to a set PK nail in asphalt; thence South 02°45'21" East, a distance of 29.31 feet to a PK nail found in asphalt; thence South 30°54'10" West, a distance of 205.41 feet to the Point of Beginning.

Containing 0.74 Acres, more or less.

Phase Three of Devonshire, A Condominium

Commencing at the Northeast corner of Section 33, Township 19 North, Range 26 East, Auburn, Lee county, Alabama; thence South 69°58'47" West, a distance of 1398.41 feet to a found three quarter inch crimp top iron pin in the Southeastern right of way of Interstate 85 and the Northeast corner of Lot 540A, Moores Mill Subdivision, 5th Addition, Redivision of Lot 540 (Plat Book 25, Page 51); thence South 01°03'09" East along the Eastern line of Lot 540A for a distance of 610.82 feet to a found three quarter inch crimp top iron pin at the Southeasterly corner of said Lot 540A and the Southeasterly corner of Phase 3, Devonshire, A Condominium, said point being the point of beginning of said Phase 3, more fully described towit: from this POINT OF BEGINNING, thence South 88°51'15" West along the Southerly line of Lot 540A, Moores Mill, Fifth Addition for a distance of 116.64 feet to a set half inch rebar (CA-788); thence North 15°29'28" West, a distance of 160.23 feet to an "x" in a concrete walk; thence South 88°50'45" West, a distance of 4.60 feet an "x" in a concrete walk; thence North 00°00'00" West, a distance of 76.26 feet to a set half inch rebar by Precision Surveying (CA-788); thence South 90°00'00" East, a distance of 159.82 feet to a set half inch rebar (CA-788) in the Easterly line of Lot 540A, Moores Mill Subdivision, Fifth Addition; thence South 01°03'09" East along said Easterly line a distance of 228.28 feet to the point of beginning.

Containing 0.76 Acres, more or less.

Exhibit B to Declaration Undivided Interest in Common Elements of Each Unit Owner

Each Unit Owner owns an undivided interest in Common Elements in proportion to the relative size of each Unit, as set forth below:

| <u>Unit#</u> | <u>Square Feet</u> | Undivided Interest in Common Elements |
|--------------|--------------------|---------------------------------------|
| 201 | 2550 | 5.82% |
| 202 | 2850 | 6.50% |
| 203 | 2850 | 6.50% |
| 204 | 2550 | 5.82% |
| 301 | 2550 | 5.82% |
| 302 | 2850 | 6.50% |
| 303 | 2850 | 6.50% |
| 304 | 2550 | 5.82% |
| 401 | 2650 | 6.04% |
| 402 | 2650 | 6.04% |
| 403 | 2650 | 6.04% |
| 404 | 2650 | 6.04% |
| 1301 | 1980 | 4.52% |
| 1302 | 1980 | 4.52% |
| 1303 | 1980 | 4.52% |
| 1401 | 1900 | 4.33% |
| 1402 | 1900 | 4.33% |
| 1403 | 1900 | 4.33% |
| | | |