

**SEVENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM**

**OF**

**DEVONSHIRE, A CONDOMINIUM**

This Seventh Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 3<sup>rd</sup> day of June, 2014, 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 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 two (2) 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.

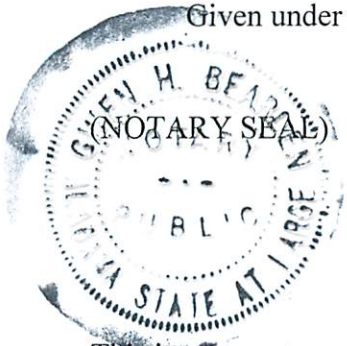
**Dilworth Development, Inc.,**  
an Alabama corporation

By:   
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 3rd day of JUNE, 2014.



  
Notary Public, State at Large  
My Commission Expires: \_\_\_\_\_

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

This instrument prepared by:  
Gerald A. Mattson, Jr., Esq.  
MUNCIE & MATTSON, P.C.  
987 Drew Lane  
Auburn, Alabama 36830

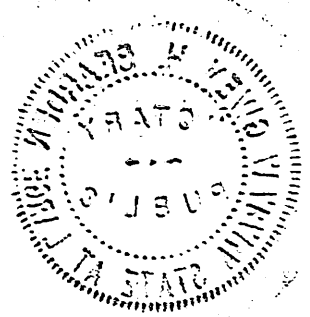
074  
1971 12 12



Faint, illegible text, possibly a list or description of items.

Handwritten text, possibly a date or reference number.

Handwritten signature or name.



NOTARY PUBLIC IN AND FOR THE STATE OF VIRGINIA  
MY COMMISSION EXPIRES ON 12/31/2000  
BEFORE ME THIS 12/12/2000

**Exhibit A**  
**Legal Description of Additional Property**

Description of  
Phase 7  
Devonshire Condominium

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 561.41 feet to the Northwest corner of Phase 5 of the Devonshire Condominiums and the Northeast corner of Phase 7, said point being the point of beginning of said tract herein to be described: from the POINT OF BEGINNING, thence along the line between Phase 5 and Phase 7 South 27°16'21" East, a distance of 164.41 feet to a point on the Northwesterly edge of a private roadway; thence along said private roadway following a curve concave to the southeast having a radius of 186.00 feet and a central angle of 29°13'07" and being subtended by a chord which bears South 48°41'43" West 93.83 feet for an arc distance of 94.85 feet; thence leaving said roadway North 27°16'21" West, a distance of 186.58 feet to a point in the Southerly right of way of Interstate 85; thence along said right of way North 62°21'43" East, a distance of 652.44 feet to the Point of Beginning.

Containing 0.36 ACRES, more or less.

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

**Unit Number   Square Footage   Interest in Commone Elements**

|      |       |        |
|------|-------|--------|
| 101  | 2,186 | 2.606% |
| 102  | 2,283 | 2.721% |
| 103  | 2,283 | 2.721% |
| 104  | 2,186 | 2.606% |
| 201  | 2,550 | 3.040% |
| 202  | 2,850 | 3.397% |
| 203  | 2,850 | 3.397% |
| 204  | 2,550 | 3.040% |
| 301  | 2,550 | 3.040% |
| 302  | 2,850 | 3.397% |
| 303  | 2,850 | 3.397% |
| 304  | 4,350 | 5.185% |
| 401  | 2,650 | 3.159% |
| 402  | 4,200 | 5.007% |
| 403  | 4,200 | 5.007% |
| 404  | 4,350 | 5.185% |
| 901  | 2,180 | 2.599% |
| 902  | 2,262 | 2.696% |
| 1001 | 1,950 | 2.324% |
| 1002 | 1,950 | 2.324% |
| 1003 | 1,950 | 2.324% |
| 1004 | 2,200 | 2.622% |
| 1101 | 1,980 | 2.360% |
| 1102 | 1,900 | 2.265% |
| 1103 | 1,980 | 2.360% |
| 1201 | 2,050 | 2.444% |
| 1202 | 1,900 | 2.265% |
| 1203 | 2,050 | 2.444% |
| 1301 | 1,980 | 2.360% |
| 1302 | 1,900 | 2.265% |
| 1303 | 1,980 | 2.360% |
| 1401 | 1,980 | 2.360% |
| 1402 | 1,980 | 2.360% |
| 1403 | 1,980 | 2.360% |

Book/Pg: 8006/495  
 Term/Cashier: AAPJCDK03 / ED  
 Tran: 12989.197034.262285  
 Recorded: 06-04-2014 09:28:22  
 REC Recordins Fee  
 Total Fees: \$ 17.00

17.00

|              |               |                |
|--------------|---------------|----------------|
| <b>Total</b> | <b>83,890</b> | <b>100.00%</b> |
|--------------|---------------|----------------|

Muncie  
HPX  
Rec: 17.0c

**EIGHTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM**

**OF**

**DEVONSHIRE, A CONDOMINIUM**

REC Recording Fee  
Total Fees: \$ 20.00

20.00

This Eighth Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this ~~2014~~ day of April, 2015, 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.

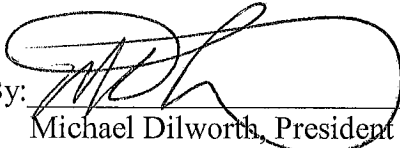
WHEREAS, the Developer is amending the Declaration for the purpose of adding one additional building to the Condominium Property, and submitting additional real property to the condominium form of ownership.

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 two (2) 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

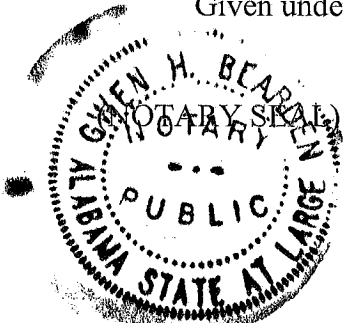
By:   
Michael Dilworth, President

Book/Pg: 8006/558  
Term/Cashier: SCAN2 / JB  
Tran: 14584.215280.286066  
Recorded: 04-20-2015 13:42:36  
REC Recording Fee  
Total Fees: \$ 20.00

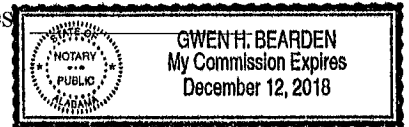
STATE OF ALABAMA  
LEE COUNTY

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 20<sup>th</sup> day of April, 2015.



  
Notary Public, State at Large  
My Commission Expires



This instrument prepared by:  
Gerald A. Mattson, Jr., Esq.  
MUNCIE & MATTSON, P.C.  
987 Drew Lane  
Auburn, Alabama 36830



Exhibit A  
Legal Description of Additional Property

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  $62^{\circ}21'43''$  West, a distance of 938.26 feet to a set 1/2" rebar by Precision Surveying (CA-788) and the Northwest corner of Phase 8 of the Devonshire Condominiums and the point being the point of beginning of said tract herein to be described: from this POINT OF BEGINNING, thence South  $27^{\circ}25'11''$  East, a distance of 206.91 feet to a point in the center line of a private roadway; thence along said center line of a private roadway South  $85^{\circ}19'50''$  West, a distance of 121.16 feet to a calculated point in the pavement for said private roadway; thence along the center line said private roadway North  $27^{\circ}25'11''$  West, a distance of 159.63 feet to a set 1/2" rebar (CA-788) in the Southerly right of way of Interstate 85; thence along said right of way North  $62^{\circ}21'43''$  East, a distance of 111.74 feet to the Point of Beginning.

Containing 0.47 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> | <u>Undivided Interest in<br/>Common Elements</u> |
|---------------|--------------------|--|
| 101           | 2,186              | 2.459%   |
| 102           | 2,283              | 2.568%   |
| 103           | 2,283              | 2.568%   |
| 104           | 2,186              | 2.459%   |
| 201           | 2,550              | 2.868%   |
| 202           | 2,850              | 3.205%   |
| 203           | 2,850              | 3.205%   |
| 204           | 2,550              | 2.868%   |
| 301           | 2,550              | 2.868%   |
| 302           | 2,850              | 3.205%   |
| 303           | 2,850              | 3.205%   |
| 304           | 4,350              | 4.892%   |
| 401           | 2,650              | 2.980%   |
| 402           | 4,200              | 4.724%   |
| 403           | 4,200              | 4.724%   |
| 404           | 4,350              | 4.892%   |
| 701           | 2,536              | 2.852%   |
| 702           | 2,536              | 2.852%   |
| 901           | 2,157              | 2.426%   |
| 902           | 2,238              | 2.517%   |
| 1001          | 1,950              | 2.193%   |
| 1002          | 1,950              | 2.193%   |
| 1003          | 1,950              | 2.193%   |
| 1004          | 2,200              | 2.474%   |
| 1101          | 1,980              | 2.227%   |
| 1102          | 1,900              | 2.137%   |
| 1103          | 1,980              | 2.227%   |
| 1201          | 2,050              | 2.306%   |
| 1202          | 1,900              | 2.137%   |
| 1203          | 2,050              | 2.306%   |

|      |       |        |
|------|-------|--------|
| 1301 | 1,980 | 2.227% |
| 1302 | 1,900 | 2.137% |
| 1303 | 1,980 | 2.227% |
| 1401 | 1,980 | 2.227% |
| 1402 | 1,980 | 2.227% |
| 1403 | 1,980 | 2.227% |

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|              |               |                |
|--------------|---------------|----------------|
| <b>Total</b> | <b>88,915</b> | <b>100.00%</b> |
|--------------|---------------|----------------|

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**NINTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF  
DEVONSHIRE, A CONDOMINIUM**

This Ninth Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 17<sup>th</sup> day of August, 2015, 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 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 two (2) 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.

**TENTH AMENDMENT TO THE DECLARATION OF CONDOMINIUM**

**OF**

**DEVONSHIRE, A CONDOMINIUM**

8006 724  
Recorded in the Above  
CONDO Book & Page  
12-03-2015 03:58:17 PM  
Bill English - Probate Judge  
Lee County, AL

This Tenth Amendment to the Declaration of Condominium of Devonshire, A Condominium is made and entered into this 30<sup>th</sup> day of December, 2015, 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 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 two (2) 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

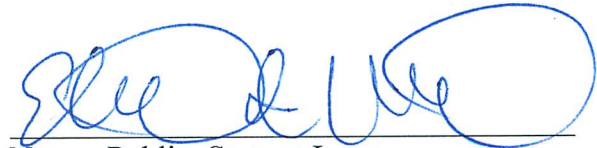
By:   
Michael Dilworth, President

STATE OF ALABAMA  
LEE COUNTY

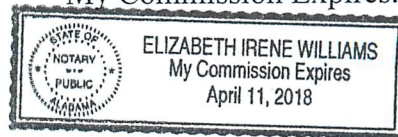
I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **Michael Dilworth**, whose name is signed to the foregoing conveyance as the President of Dilworth Development, Inc., and who is known to me, acknowledged before me on this day that, being informed of the 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 3rd day of December, 2015.

(NOTARY SEAL)



Notary Public, State at Large  
My Commission Expires:



This instrument prepared by:  
Gerald A. Mattson, Jr., Esq.  
MUNCIE & MATTSON, P.C.  
987 Drew Lane  
Auburn, Alabama 36830



**Exhibit A**  
**Legal Description of Additional Property**  
**Phase 10**

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  $62^{\circ}21'43''$  West, a distance of 850.39 feet to a set 1/2" rebar set by Precision Surveying (CA788) said point being the Northeast corner of Phase 10 and the point of beginning of said tract herein to be described: from this POINT OF BEGINNING, thence along the line between Phase 10 and a future phase South  $27^{\circ}25'11''$  East, a distance of 171.23 feet to a set PK nail in the approximate centerline of a private roadway; thence along said private roadway South  $40^{\circ}17'39''$  West, a distance of 94.96 feet to a found cotton spindle; thence North  $27^{\circ}25'11''$  West, a distance of 206.91 feet to a found 1/2" rebar (CA788) in the South right of way of Interstate 85; thence along said right of way North  $62^{\circ}21'43''$  East, a distance of 87.86 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:

| <u>Unit Number</u> | <u>Square Footage</u> | <u>Interest in Common Elements</u> |
|--------------------|-----------------------|------------------------------------|
| 101                | 2,186                 | 2.204%                             |
| 102                | 2,283                 | 2.302%                             |
| 103                | 2,283                 | 2.302%                             |
| 104                | 2,186                 | 2.204%                             |
| 201                | 2,550                 | 2.571%                             |
| 202                | 2,850                 | 2.873%                             |
| 203                | 2,850                 | 2.873%                             |
| 204                | 2,550                 | 2.571%                             |
| 301                | 2,550                 | 2.571%                             |
| 302                | 2,850                 | 2.873%                             |
| 303                | 2,850                 | 2.873%                             |
| 304                | 4,350                 | 4.386%                             |
| 401                | 2,650                 | 2.672%                             |
| 402                | 4,200                 | 4.234%                             |
| 403                | 4,200                 | 4.234%                             |
| 404                | 4,350                 | 4.386%                             |
| 701                | 2,650                 | 2.672%                             |
| 702                | 2,694                 | 2.716%                             |
| 703                | 2,540                 | 2.561%                             |
| 704                | 2,540                 | 2.561%                             |
| 803                | 2,461                 | 2.481%                             |
| 803                | 2,461                 | 2.481%                             |
| 901                | 2,157                 | 2.175%                             |
| 902                | 2,238                 | 2.256%                             |
| 1001               | 1,950                 | 1.966%                             |
| 1002               | 1,950                 | 1.966%                             |
| 1003               | 1,950                 | 1.966%                             |
| 1004               | 2,200                 | 2.218%                             |



Book/Pg: 8006/724  
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 Recorded: 12-03-2015 15:58:59  
 REC Recording Fee  
 Total Fees: \$ 20.00

20.00

|      | 100.00% | 99,189 | Total |
|------|---------|--------|-------|
| 1101 | 1.996%  | 1,980  | 1,980 |
| 1102 | 1.916%  | 1,900  | 1,900 |
| 1103 | 1.996%  | 1,980  | 1,980 |
| 1201 | 2.067%  | 2,050  | 2,050 |
| 1202 | 1.916%  | 1,900  | 1,900 |
| 1203 | 2.067%  | 2,050  | 2,050 |
| 1301 | 1.996%  | 1,980  | 1,980 |
| 1302 | 1.916%  | 1,900  | 1,900 |
| 1303 | 1.996%  | 1,980  | 1,980 |
| 1401 | 1.996%  | 1,980  | 1,980 |
| 1402 | 1.996%  | 1,980  | 1,980 |
| 1403 | 1.996%  | 1,980  | 1,980 |

8006 728  
 CONDO Book & Page