

STATE OF ALABAMA)
COUNTY OF LEE)

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MISC Book & Page
05-15-2009 02:29:27 PM
Bill English - Probate Judge
Lee County, AL

**AMENDMENT TO LUNDY CHASE SUBDIVISION DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Amendment to Lundy Chase Subdivision Declaration of Covenants, Conditions and Restrictions (hereinafter, "Declarations") is made as of the 12th day of May, 2009, by Colonial Bank, an Alabama banking corporation, as successor and assign of The Musselwhite Group, Inc., an Alabama Corporation, the original Developer of said Subdivision. (hereinafter, "Developer Assignee").

Pursuant to Section 10.02 of the Declarations, filed of record in Misc Book 1285, at Page 258, on April 9, 2008, in the Office of the Judge of Probate of Lee County, Alabama, Developer Assignee hereby amends the provisions of the Declaration in the following manner:


The minimum living area requirements contained in Section 6.08 of the Declarations is hereby revoked. There shall be no minimum living area requirement.

The above provision shall be immediately in effect.

Done this, the 12th day of May, 2009.

Being the Developer Assignee of Lundy Chase Subdivision, Phase I, as the same is filed of record in Town Plat Book 29, at Pages 67 and 68, and revised in Town Plat Book 30, at Page 142, both in the Office of the Judge of Probate of Lee County, Alabama.

Colonial Bank
An Alabama banking corporation



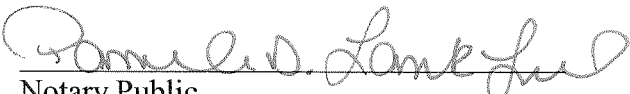
O. D. Alsobrook, as Lee County,
Alabama President

ACKNOWLEDGEMENT

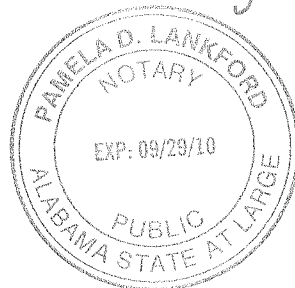
STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that O. D. Alsobrook, whose name as Lee County, Alabama President of Colonial Bank, an Alabama banking 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 the instrument, he, as said President, and with full authority, executed the same voluntarily for and as the act of said banking corporation on the date the same bears date.

Given under my hand and official seal this the 12th day of May, 2009.



Notary Public
My commission expires: 9-29-10



THIS DOCUMENT PREPARED BY:
Ingrum, Rice & Parr, LLC
830 Avenue A
Opelika, AL 36801
334-745-3333

Book/Pg: 1289/578
Term/Cashier: SCANI / AP
Tran: 4401.84733.115311
Recorded: 05-15-2009 14:29:47
REC Recording Fee
Total Fees: \$ 8.00

STATE OF ALABAMA)
COUNTY OF LEE)

2358 668
Recorded in the Above
DEEDS Book & Page
12-23-2009 09:59:19 AM
Bill English - Probate Judge
Lee County, AL

**AMENDMENT TO LUNDY CHASE SUBDIVISION DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to Lundy Chase Subdivision Declaration of Covenants, Conditions and Restrictions (hereinafter, "Declarations") is made as of the 9th day of December, by Sky is the Limit Homes, LLC, an Alabama limited liability company (hereinafter, "Developer Assignee"), as successor and assign of Colonial Bank, an Alabama banking corporation, as successor and assign of The Musselwhite Group, Inc., an Alabama Corporation, the original Developer of said Subdivision.

Pursuant to Section 10.02 of the Declarations, filed of record in Misc Book 1285, at Page 258, on April 9, 2008, in the Office of the Judge of Probate of Lee County, Alabama, Developer Assignee hereby amends the provisions of the Declaration in the following manner:

Section 1.06. The term "Association" shall mean "Lundy Chase Owners' Association, Inc.", an Alabama non-profit corporation.

Section 1.12. Sky is the Limit Homes, LLC, an Alabama limited liability company is substituted in place of The Musselwhite Group, Inc.

Section 4.02. The number of board members shall not number more than seven.

Section 6.13 (b). Vehicles may not be parked on any street except for temporary guest vehicles or construction vehicles, and only in such instances as such parking is in compliance with the codes and rules of the City of Auburn.

Section 6.20. Outdoor furniture may be located to the side of a residence if such location is approved by the ARC in accordance with Section 5.05.

Section 6.27 (c). In addition to size and color of signs, location of signs must also be approved by the ARC.

Section 8.03 (a). Annual assessments are amended as follows:

The Annual assessment to each lot will be calculated by determining the total maintenance fees for all items to be maintained by the Association, and dividing the total amount by the number of lots contained within the subdivision.

Section 8.03 (b). Deleted.

Section 8.08. Date of Commencement of Assessments shall be March 1, 2010.


Section 12.16. Notices shall be delivered to 404 S. 8th Street, Opelika, Alabama 36801.

The above provisions shall be immediately in effect.

Done this, the 9th day of December, 2009.

Being the Developer Assignee of Lundy Chase Subdivision, Phase I, as the same is filed of record in Town Plat Book 29, at Pages 67 and 68, revised in Town Plat Book 30, at Page 142, further revised in Town Plat Book 32 at Page 10, further revised in Town Plat Book 32 at Page 21, further revised in Town Plat Book 32 at Page 22, and further revised in Town Plat Book 32 at Page 42, all in the Office of the Judge of Probate of Lee County, Alabama.

Sky is the Limit Homes, LLC
An Alabama limited liability company



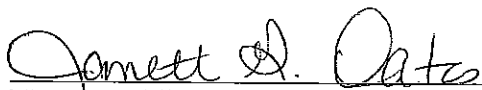
Bryan Stone, as Manager

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF LEE)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Bryan Stone, whose name as is signed to the foregoing instrument as Manager of Sky is the Limit Homes, LLC, an Alabama limited liability company, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said Manager, and with full authority, executed the same voluntarily for and as the act of said company on the date the same bears date.

Given under my hand and official seal this the 9th day of December, 2009.



Notary Public

My commission expires: 5-2-2010

Book/Pg: 2358/668
Term/Cashier: SCAN2 / KW
Tran: 5384.99044.133540
Recorded: 12-23-2009 09:59:59
REC Recording Fee
Total Fees: \$ 11.00

11.00

THIS DOCUMENT PREPARED BY:

Ingrum, Rice & Parr, LLC
830 Avenue A
Opelika, AL 36801
334-745-3333

This Document Prepared By and
Upon Recording Return to:
Keith A. Jernigan
Coleman Talley LLP
7000 Central Parkway, N.E.
Suite 1150
Atlanta, Georgia 30328

1296 597
Recorded in the Above
MISC Book & Page
09-21-2011 12:53:27 PM
Bill English - Probate Judge
Lee County, AL
REC Recording Fee
Total Fees: \$ 17.00

17.00

Cross Reference:
Misc Book 285, Page 258
Lee County, AL

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR LUNDY CHASE SUBDIVISION**

THIS SUPPLEMENTAL DECLARATION is made as of the 20 day of September, 2011, by Stone Martin Builders, LLC, a Alabama limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Stone Martin Builders, LLC f/k/a Sky is the Limit Homes, LLC, successor in interest to Colonial Bank, the successor in interest to the Musselwhite Group, Inc., is the Developer under that certain Declaration of Covenants, Conditions and Restrictions for Lundy Chase Subdivision recorded in Miscellaneous Book 285, Page 258, *et seq.*, as amended in Misc Book 1289, Page 578 and in Misc Book 2358, Page 668, *et seq.* in the Probate records of Lee County, Alabama (as may be amended, modified and supplemented from time to time, the "Declaration");

WHEREAS, pursuant to the terms of Section 2.02 of the Declaration, the Developer may submit certain additional property to the terms of the Declaration;

WHEREAS, Developer is the owner of the real property described on Exhibit "A" attached hereto (the "Additional Property");

WHEREAS, the Additional Property is a portion of the "Additional Property" as defined in the Declaration;

WHEREAS, the Developer desires to submit the Additional Property to the terms of the Declaration; and

NOW, THEREFORE, pursuant to the powers retained by Developer under the Declaration, Developer hereby subjects the real property described on Exhibit "A" hereof to the provisions of the Declaration and this Supplemental Declaration, which shall apply to such Additional Property in addition to the provisions of the Declaration. Such Additional Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such Additional Property and shall be binding upon all persons having any right, title, or any interest in such Additional Property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon all Owners in accordance with the terms of the Declaration.

ARTICLE 1

Definitions

The definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

ARTICLE 2

Amendment to Supplemental Declaration

This Supplemental Declaration may be amended in accordance with Article X of the Declaration.

ARTICLE 3

Declaration

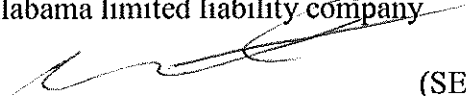
Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

[Signatures Begin on the Following Page]

IN WITNESS WHEREOF, the undersigned Developer has executed this Supplemental Declaration the day and year first above written.

DEVELOPER:

STONE MARTIN BUILDERS, LLC,
an Alabama limited liability company

By:  (SEAL)
Name: Bryan C. Stone
Title: Manager

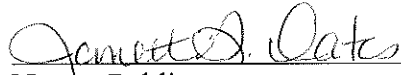
STATE OF ALABAMA

COUNTY OF LEE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Bryan C. Stone, Manager of Stone Martin Builders, LLC, an Alabama limited liability company, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as said Manager, executed the same voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal, this the 20 day of September, 2011.

[Notary Seal]


Notary Public

My commission expires: 5-19-14

EXHIBIT "A"

Additional Property

All that tract or parcel of land lying and being a part of Section 22, Township 19 North, Range 25 East, Auburn, Lee County, Alabama being more particularly described on that certain Plat of Lundy Chase Phase II Subdivision, prepared by Barrett-Simpson, Inc., dated Apr. 11, with last revision dated 8/12/11, and recorded on August 17, 2011 in Plat Book 33, Page 148, in the Probate Court Records of Lee County, Alabama.

RESOLUTIONS OF DEVELOPER

Re: LUNDY CHASE OWNERS' ASSOCIATION, INC.

WHEREAS, Stone Martin Builders, LLC, an Alabama limited liability company, is the "Developer" under that certain Declaration of Covenants, Conditions, and Restrictions for Lundy Chase Subdivision recorded on April 9, 2008, in Miscellaneous Book 1285, Page 258, et seq., in the public land records of Lee County, Alabama, as amended, modified and supplemented from time to time (hereinafter referred to as the "Declaration"); and

WHEREAS, Article II, Section 2.01 of the By-Laws of Lundy Chase Owners' Association, Inc. ("By-Laws"), authorizes the Developer to amend the By-Laws, so long as the Developer is the owner of any undeveloped Lot or Additional Property in either Developments (as such capitalized terms are defined in the By-Laws); and

WHEREAS, Article III, Section 3.03 of the By-Laws authorizes the Developer to appoint and remove all of the members of the Board of Directors of Lundy Chase Owners' Association, Inc. ("Association"), so long as the Developer is the owner of any undeveloped Lot or unsold Unit within the Developments (as such capitalized terms are defined in the By-Laws); and

WHEREAS, the Developer is the owner of undeveloped Lots in the Developments.

NOW THEREFORE, the Developer hereby makes the following resolutions:

RESOLVED, that Developer hereby appoints the following persons as members of the Board of Directors of the Association with full authority to select the officers of the Association and to conduct the business of the Association in accordance with the terms of the Declaration, the By-Laws and the Articles of Incorporation of the Association, as such documents may have been or may hereafter be amended:

William David Miller
Clayton Wade Lane
Kristen Carter Meadows
Erin Jean Consuegra
Jason E. Stradley

AND FURTHER RESOLVED, that the name of the Association shall be revised to be "Lundy Homeowners Association, Inc." and the President, individually, shall be authorized to execute on behalf of the Association any amendments, instruments or other documents necessary to effectuate such name change.

IN WITNESS WHEREOF, the undersigned Developer has set its hand and seal as of the 27th day of November, 2012.

DEVELOPER:

STONE MARTIN BUILDERS, LLC,
an Alabama limited liability company

By:  (SEAL)
Bryan C. Stone, Manager