

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR STONEWOOD FARMS**

**THIS AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR STONEWOOD FARMS**

is made as of the 17 day of May, 2017
by Stonewood Farms Homeowners' Association

Pursuant to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Stonewood Farms ("the Declaration"), filed of record in Miscellaneous Book 1287 at Page 425, and previously amended of record in Miscellaneous Book 1293 at Page 991, all of which are recorded in the Office of the Judge of Probate of Lee County, Alabama, the Stonewood Farms Homeowners' Association hereby makes the following changes to the provisions of the Declaration:

- 1 Section 3 of ARTICLE V is deleted and replaced with the following:

"Section 3. Annual Assessments. The annual assessment shall be \$425.00 per Lot, payable annually on January 15 of each year. The maximum annual assessment for any succeeding year shall not exceed by more than ten percent (10%) the amount of the assessment for the preceding year unless such increase by more than 10% over the preceding year's assessment shall have the assent of an least two-thirds (2/3) of the votes cast by the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to the Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The Association's Board of Directors shall, after consideration of current costs and future needs of the Association, fix the actual annual assessment for any particular year at an amount not to exceed the applicable maximum annual assessment. However, if the Board of Directors should fix such annual assessment at an amount less than the maximum annual assessment and it is subsequently determine by the Board of the amount assessed will not be sufficient, the Board shall have the power to make supplemental annual assessments but in no event shall the sum of the initial and supplemental annual assessments in any one year exceed the applicable maximum without Member approval as provided hereinabove. Should the Board of Directors fail to fix the annual assessment for any particular year, the prior year's assessment shall be continued until such time as the Board shall act."

2. The first sentence in the present ARTICLE V, Section 4(ii) is deleted and replaced with the following: "each purchaser of a lot, whether vacant or with a completed or partially completed residential structure, shall pay an enrollment fee equal to the annual assessments set forth in Section 3 above, payable at the closing of the purchase." Article V, Section 4 shall otherwise remain unchanged.

4. The FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS FOR STONEWOOD FARMS dated November 15, 2010 and recoded in Miscellaneous Book 1293 at Page 991 in the Office of the Judge of Probate of Lee County, Alabama is hereby revoked and deleted. The present Section 4 of ARTICLE X is deleted in its entirety and replaced with the following amended ARTICLE X, Section 4:

“Section 4. Dwelling Quality and Size. Using outside dimensions, exclusive of open porches and garages, no dwelling shall have a heated and cooled area less than 2,400 square feet and no dwelling shall contain less than 3 bedrooms and 2 ½ bathrooms.”

In all other respects Stonewood Farms Homeowners' Association ratifies and confirms the provisions of the Declaration.

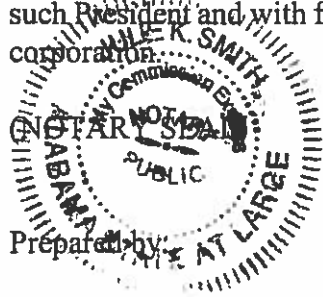
IN WITNESS WHEREOF, the Members has caused this Amendment to be duly executed as of the day and year first above written.

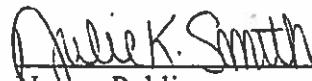
Stonewood Farms Homeowners' Association

By: 
Its President

STATE OF ALABAMA
LEE COUNTY

I, Julie K. Smith a Notary Public in and for said County in said State, hereby certify that Colby Watford, whose name as President of Stonewood Farms Homeowners' Association, an Alabama nonprofit 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 such President and with full authority, executed the same voluntarily for and as act of said nonprofit corporation.




Notary Public
My Commission Expires: 11/12/2019

Prepared by:
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