

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE COTSWOLDS SUBDIVISION**

THIS FOURTH AMENDMENT (the "Amendment") is made this 20 day of May, 2013, by the Cotswolds Homeowners Association, Inc. (the "Association").

WITNESSETH

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision was recorded on October 17, 2006, in Deed Book 2303 at Page 622, in the Office of the Judge of Probate of Lee County, Alabama; and amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision in Deed Book 2352 at Page 901 in the Office of the Judge of Probate of Lee County, Alabama; and further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision in Deed Book 2352 at Page 903 in the Office of the Judge of Probate of Lee County, Alabama; and further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision in Deed Book 2398 at Page 2 in the Office of the Judge of Probate of Lee County, Alabama (such instrument as amended and supplemented is hereinafter referred to as the "Declaration"), and

WHEREAS, the Association desires to make modifications to two current covenants and amend the Declaration to reflect said modifications as provided herein.

WHEREAS, pursuant to Section 4.04 Duties and Powers of the Association of the Declaration of Covenants, Conditions and Restrictions of the Cotswolds Subdivision, the Association has the power to act as provided for by said Declaration, the Articles of Incorporation, and the Bylaws.

WHEREAS, pursuant to Section 4.07 Rules and Regulations, the Board and/or the Association can establish and/or modify rules and regulations regarding all Lots, Dwellings, and Common Areas in the subdivision.

WHEREAS, pursuant to Section 10.3 Amendments by Association, an amendment to the Declaration may be proposed by the Association at any annual or special meeting, and such proposed amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association and, if the Developer still owns a Lot or Dwelling in the subdivision, then Developer must approve said amendment.

WHEREAS, pursuant to Section 10.04 Restrictions on Amendment, certain amendments must be consented to in writing by Developer.

WHEREAS, a Special Meeting was called for the purpose of proposing amendments to Sections 6.21 and 6.27 of the Declaration of Covenants, Conditions and Restrictions of the Cotswolds Subdivision.

WHEREAS, pursuant to the Sections stated above, the proposed amendments were approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association.

WHEREAS, pursuant to the Sections stated above, the Developer approved said amendments.

WHEREAS, pursuant to the Sections stated above, said amendments were consented to in writing by Developer.

NOW, THEREFORE, pursuant to the powers established under the Declaration, the Association hereby amends the Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision as follows:

1. Section 6.21 shall be amended as follows:

6.21 (c) Children's toys, swing sets, jungle gyms, trampolines, and other outdoor and recreational equipment and appurtenances shall be allowed ONLY AT THE REAR of a dwelling and shall, to the extent practicable, be located so that the same are not visible from the street directly in front of the residence or a majority of the view of the equipment is blocked by a fence of such design as approved by the Cotswolds covenants and ACC. In an instance where the residence backyard has a hinderance and said hinderance does not allow the structure to sit in a safe manner, the ACC can provide relief on a case by case review.

6.21 (e) Basketball backboards shall be permitted as part of the patio located in the back of the home or as part of the driveway of the property. The structure shall not be available to the street and shall be constructed of a clear rectangular backboard with a steel or aluminum support system AND as approved by the ACC.

2. Section 6.27 shall be amended as follows:

6.27 TEMPORARY STRUCTURES. No temporary house, trailer, shack, tent barn, stable, poultry house or yard, rabbit hut, tree house or other outbuilding or structure of any kind shall be permitted, constructed, installed, or allowed to remain on any Lot or Dwelling; provided, however, that the foregoing shall not be deemed to prohibit (a) temporary structures for social functions as may be permitted by the rules and regulations of the Board of the Association, (b) dog houses for not more than two (2) dogs so long as such dog houses are visibly screened from view from all streets and adjacent Lots or Dwellings, and/or the park; and (c) construction trailers and/or sales offices erected or placed on any part of the Property by Developer pursuant to Section 5.12 above.

Outbuildings or sheds will be permitted if the structure is a) Permanently affixed to a concrete slab. Any part of the base that is elevated based on the contour of the resident's yard must be finished with the same rock or brick material as the residence b) The structure is constructed with a wooden stick frame construction material c) The outside finish resembles and resides in harmony with the Cotswolds neighborhood including building material and color. d) The building has a gable roof design e) The maximum building footprint is no larger than 10ft x

12ft and no more than 10ft tall at the peak of the gable. f) The shed specifications are submitted to the Cotswolds ACC for approval.

3. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby amended, and as may be amended from time to time, are in all respects hereby ratified and reaffirmed, and the Declaration and the subsequent Amendments shall be read, taken and construed as one and the same instrument.

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

The Cotswolds Homeowners Association, Inc., a nonprofit corporation

By: Robert Saffold
Name: Robert Saffold
Its: President

Attest: Allen Mendenhall
Name: Allen Mendenhall
Its: Secretary

Declarant

Stone Martin Builders, LLC

By: [Signature]
Its: managing member

REC Recording Fee
Total Fees: \$ 17.00

17.00

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned notary public in and for said state and county, hereby certify that Robert G Saffold, whose name as President of Cotswolds Homeowners Association, Inc., 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 30 day of May, 2014.

NOTARY PUBLIC

My Commission Expires:

Cindy Bell
Sept 21 2015

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned notary public in and for said state and county, hereby certify that Bryan Stone, whose name as Managing member of Stone Martin Builders, LLC, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 20 day of May, 2014.

NOTARY PUBLIC

My Commission Expires:

Cowdrey Bell
Sept 2, 2015

2437 799
Recorded in the Above
DEEDS Book & Page
06-11-2014 02:35:32 PM
Bill English - Probate Judge
Lee County, AL

**FIFTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE COTSWOLDS SUBDIVISION**

THIS FIFTH AMENDMENT (the "Amendment") is made this 20 day of May, 2014, by the Cotswolds Homeowners Association, Inc. (the "Association").

WITNESSETH

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision was recorded on October 17, 2006, in Deed Book 2303 at Page 622, in the Office of the Judge of Probate of Lee County, Alabama; and amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision in Deed Book 2352 at Page 901 in the Office of the Judge of Probate of Lee County, Alabama; and further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision in Deed Book 2352 at Page 903 in the Office of the Judge of Probate of Lee County, Alabama; and further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision in Deed Book 2398 at Page 2 in the Office of the Judge of Probate of Lee County, Alabama; and further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of The Cotswolds Subdivision in Deed Book ____ at Page __ in the Office of the Judge of Probate of Lee County, Alabama (such instrument as amended and supplemented is hereinafter referred to as the "Declaration"), and

WHEREAS, the Association desires to make modifications to current covenants and amend the Declaration to reflect said modifications as provided herein.

WHEREAS, pursuant to Section 4.04 Duties and Powers of the Association of the Declaration of Covenants, Conditions and Restrictions of the Cotswolds Subdivision, the Association has the power to act as provided for by said Declaration, the Articles of Incorporation, and the Bylaws.

WHEREAS, pursuant to Section 4.07 Rules and Regulations, the Board and/or the Association can establish and/or modify rules and regulations regarding all Lots, Dwellings, and Common Areas in the subdivision.

WHEREAS, pursuant to Section 10.03 Amendments by Association, an amendment to the Declaration may be proposed by the Association at any annual or special meeting, and such proposed amendment must be approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association and, if the Developer still owns a Lot or Dwelling in the subdivision, then Developer must approve said amendment.

WHEREAS, pursuant to Section 10.04 Restrictions on Amendment, certain amendments must be consented to in writing by Developer.

WHEREAS, a Special Meeting was called for the purpose of subjecting additional property to the Declaration and proposing amendments to Sections 6.08, 6.09, and 6.16 of the Declaration of Covenants, Conditions and Restrictions of the Cotswolds Subdivision.

WHEREAS, pursuant to the Sections stated above, the proposed amendments were approved by the Owners holding at least two-thirds (2/3) of the total votes in the Association.

WHEREAS, pursuant to the Sections stated above, the Developer approved said amendments.

WHEREAS, pursuant to the Sections stated above, said amendments were consented to in writing by Developer.

WHEREAS, Declarant is the owner of all that certain property shown on the Plat of Cotswolds Phase 2 as filed for record in Plat Book 35 at Page 181 in the Office of the Judge of Probate of Lee County, Alabama (the "Phase 2 Property"); and

WHEREAS, Declarant desires to subject the Phase 2 Property to the Declaration subject to certain modifications as provided herein.

NOW THEREFORE, pursuant to the powers established under the Declaration, Association and Declarant hereby amend the Declaration of Covenants, Conditions and Restrictions of the Cotswolds Subdivision as follows:

1. In accordance with Article II of the Declaration, the Declarant hereby submits and adds the following property to the Declaration, subject to the modifications set forth in this Amendment:

All of that property as shown on that certain map or plat of Cotswolds Phase 2, as filed for record in Plat Book 35 at Page 181 in the Office of the Judge of Probate of Lee County, Alabama (the "Phase 2 Property")

2. Section 6.08 Minimum Living Space shall be amended as follows:

6.08 Minimum Living Space. Minimum Living Space requirements shall be established (i) by the ACC, (ii) on the subdivision plat for the subdivision of which such Lot is included (which may vary for each phase of development), or (iii) in the deed from Developer to the Owner of a Lot. In no case, in phase 1, shall the minimum living space requirement be less than 2000 square feet for DDH lots & 2500 square feet for NC 20 Lots. However, with regard to the additional Phase 2 property added, the homes on South Salford Street shall be at least 2000 square feet. The remaining Phase 2 Property will have a minimum living space requirement of 2500 square feet.

3. Section 6.09 (a) Landscaping shall be amended as follows:

(a) The Landscaping Plan for each Lot or Dwelling in the Development shall be submitted to the ACC for approval pursuant to the provisions of Section 5.06 above. Each

Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for his Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers, and natural environment, including natural drainage channels, which exist on such Lot. No Lot will be required to install or maintain a sprinkler system. Shrub plantings shall also be required along the front of a home only.

4. Section 6.16 (b) Windows, Window Treatments, and Doors shall be amended as follows:

(b) Exterior Doors will all be Eight Feet (8 ') in height and approved by the ACC, except that standard exterior doors may be used at the rear of the dwelling. Burglar bars or doors (including wrought iron doors) shall not be permitted. Screen doors shall not be used on the front or side of any Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Dwelling. Reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for suns screens. Interior Doors shall be a minimum of 6 feet 8 inches.

5. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby amended, and as may be amended from time to time, are in all respects hereby ratified and reaffirmed, and the Declaration and the subsequent Amendments shall be read, taken and construed as one and the same instrument.

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

The Cotswolds Homeowners Association, Inc., a
nonprofit corporation

By: [Signature]
Name: Robert Saffold
Its: President

Attest: [Signature]
Name: Allen Mendenhall
Its: Secretary

Declarant

Stone Martin Builders, LLC

By: [Signature]
Its: Managing member

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned notary public in and for said state and county, hereby certify that Allen Mendenhall, whose name as Secretary of Cotswolds Homeowners Association, Inc., 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 30 day of May 2013.

NOTARY PUBLIC

My Commission Expires:

Cordell
Sept 21 2015

REC Recording Fee
Total Fees: \$ 17.00

17.00

STATE OF ALABAMA
COUNTY OF LEE

I, the undersigned notary public in and for said state and county, hereby certify that Bryan Stone, whose name as Managing Member of Stone Martin Builders, LLC, 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 this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 20 day of May, 2013.

NOTARY PUBLIC

My Commission Expires:

Cordell Bell
Sept 2, 2015