

STATE OF ALABAMA)
)
TALLAPOOSA COUNTY)

**SECOND AMENDED
RESTRICTION AND PROTECTIVE COVENANTS
OF
LAEMAN'S LANDING**

By this instrument entered into this the 13th day of August, 2009, by and between the Developers Karen White, Laeman Butcher, Doris Butcher and Tommy Butcher and the following lots owners, being a majority of all of the lot owners of Laeman Landing:

We, the Developers and Owners of a majority of the lots of Laeman's Landing, do hereby amend the Restrictions and Protective Covenants of Laeman's Landing as recorded in the Judge of Probate of Tallapoosa County, Alabama at Plat Book 8, Page 69 and Card Number 115814 and the Amended Restrictions and Protective Covenants of Laeman's Landing as recorded in the Judge of Probate of Tallapoosa County, Alabama at Card Number 237668 to read as follows:

- 19. **LAWNS.** Each owner of said lot shall be responsible for maintaining and caring for their respective lawn. In the event that the said lot owner fails or refuses to maintain and keep their yard neatly cut and well-maintained, the majority lot owners may hire an individual or a lawn care service to cut the grass, shrub or provide other necessary lawn care services and the said owner of the property shall be responsible for any expenses related to this service. It is assumed for the purpose of the provision that grass over six inches shall be deemed in need of cutting. By failing or refusing to cut the grass over six inches in height, the lot owner acknowledges that the lot shall be cut at the lot owners' expense.

- 20. **BREACH OF COVENANTS.** Any lot owner who breaches the said Restriction and Protective Covenants of Laeman's Landing and any Amendments thereto shall be responsible for the payment of any and all expenses incurred by Developer or majority lot owners to cure said breach, including but not limited to, investigation of said breach, reasonable attorney's fees, and other expenses related to said breaches.

The above restrictions or covenants shall are hereby amended for the corresponding paragraphs contained in the original Restriction and Protective Covenants of Laeman's Landing that is recorded in the Judge of Probate of Tallapoosa

Given under my hand and official seal, this the 13th day of August, 2009.

Ferry Crowe Bentley

Notary Public

My Commission Expires: 05/24/10




Prepared by:
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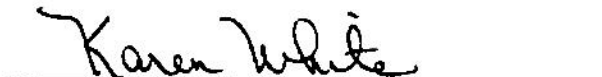
County, Alabama at recorded card number 115814 and the Amended Restriction and Protective Covenants of Laeman's Landing that is recorded in the Judge of Probate of Tallapoosa County, Alabama at recorded card number 237668. All other restrictions and covenants contained in the original Restriction and Protective Covenants of Laeman's Landing shall remain in full force and effect.


STATE OF ALABAMA
COUNTY OF TALLAPOOSA

We, Karen White, Laeman Butcher, Doris Butcher and Tommy Butcher, being a majority of all of the lot owners of Laeman Landing, hereby adopt the above Amended Restrictions and Protective Covenants of Laeman's Landing.

DONE this the 13th day of August, 2009.


Tommy Butcher


Karen White


Laeman Butcher


Doris Butcher

STATE OF ALABAMA
COUNTY OF TALLAPOOSA

I, the undersigned, a Notary Public in the State of Alabama, hereby certify that Karen White, Laeman Butcher, Doris Butcher and Tommy Butcher, as majority of all of the lot owners of Laeman Landing, whose names are signed to the foregoing Second Amended Restrictions and Protective Covenants of Laeman's Landing and who are known to me, that being informed of the contents of the Second Amended Restrictions and Protective Covenants of Laeman's Landing, they in their capacity as majority of all the lot owners of Laeman's Landing, execute the same voluntarily on the day same bears date.