

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
237892 CHEROKEE RIDGE SUBDIVISION
AS IT PERTAINS TO THE GARDENS AT CHEROKEE RIDGE

STATE OF ALABAMA
OFFICE OF THE CLERK OF COURTS
MARSHALL COUNTY
03 AUG 18 PM 2:33
RECEIVED
OFFICE NUMBER OR
RECORDING NUMBER AS ABOVE

This Amendment, made on this the 8th day of August, 2003, by Cherokee Ridge Corporation, an Alabama corporation, (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant has heretofore imposed certain restrictions on the property identified as The Gardens at Cherokee Ridge and filed the same for record in the Office of the Probate Judge of Marshall County, Alabama in Deed Book 1718, at Page 221 (the "Supplement"); and

WHEREAS, Declarant also declared that the aforesaid property known as The Gardens at Cherokee Ridge was also subject to the Declaration of Covenants, Conditions and Restrictions of Cherokee Ridge Subdivision as recorded in Deed Book 1114, at Page 22 et seq. (the "Declaration"); and

WHEREAS, Section 1(C.) of the Supplement provides that the Association (as therein defined) shall contract for landscape maintenance service for the Lots in The Gardens and such expense shall be paid equally by all Lot owners in The Gardens as a 'common expense'; however, the Association has not done so and each individual Lot owner has maintained his/her own Lot at their own expense from the date of initial purchase to the present day; and

WHEREAS, Declarant reserved the right to amend the various Declarations of Covenants, Conditions and Restrictions and Supplements thereto, and desires to do so to terminate the Association's responsibility for Lot landscape maintenance within The Gardens at Cherokee Ridge and the same to no longer be a 'common expense' to all Lot owners in The Gardens at Cherokee Ridge.

NOW, THEREFORE, in consideration of the premises Declarant hereby removes from Section 1(C.) of the Supplement to the Declaration of Covenants, Conditions and Restrictions of Cherokee Ridge Subdivision to Include The Gardens at Cherokee Ridge, as recorded in Deed Book 1718, at Page 221, the responsibility of the Association to maintain the landscaping of the Lots within The Gardens at Cherokee Ridge and charging such costs of maintenance as a common expense to the owners of Lots within The Gardens. The Lot owners within The Gardens at Cherokee Ridge shall continue to maintain their individual lot landscaping at their sole expense, as has been the actual practice since the declaration of the subdivision known as The Gardens at Cherokee Ridge. The maintenance of the Common Areas within The Gardens at

6.00
1.00
5.00

12.00

Cherokee Ridge shall continue by the Association and shall be a Common Expense as are other common areas within the Cherokee Ridge Subdivision. Except as amended herein, the covenants, conditions and restrictions contained in the Supplement recorded in Deed Book 1718, at Page 221 and the Declaration recorded in Deed Book 1114, at Page 22 et seq. shall remain in full force and effect.

IN WITNESS WHEREOF, Cherokee Ridge Corporation, the Declarant, has caused its name to be signed and its corporate seal to be affixed this the 9th day of August, 2003.

CHEROKEE RIDGE CORPORATION

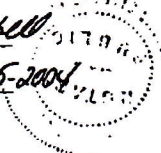
By: *Michael B. Bryan*
Its Vice President/Secretary

STATE OF ALABAMA)
COUNTY OF MARSHALL)

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that Michael B. Bryan whose name as Vice President/Secretary of Cherokee Ridge Corporation, an Alabama 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 this instrument, he/she, as such officer of Cherokee Ridge Corporation, and with fully authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of August, 2003.

Jessie C. Campbell
Notary Public
My Commission Expires: 4-25-2008



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