

MISC 246 412  
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Luke Cooley  
Judge of Probate  
Houston County, Alabama

This Document Prepared by  
and Upon Recording, Please Return to:  
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Cross Reference to: Declaration of Covenants,  
Conditions and Restrictions for Grove Park recorded in  
Misc. Book 184, Page 488, *et seq.*

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR GROVE PARK**

THIS AMENDMENT is made this 17<sup>th</sup> day of August, 2006, by 84 West, Inc., an Alabama corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Grove Park was filed and recorded on January 28, 1998 in Misc. Book 184, Page 488, *et seq.*, in the Office of the Probate Judge of Houston County, Alabama (as amended and supplemented, such instrument is hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to the terms of Section 14.2(a) of the Declaration, the Declarant may unilaterally amend the Declaration for any purpose until the termination of the Class "B" Membership; and

WHEREAS, the Class "B" membership has not been terminated as of the date of this Amendment; and

WHEREAS, Declarant wishes to amend the Declaration for the purpose of requiring a minimum term of at least one (1) year for all leases.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the provisions of this Amendment shall be binding upon the Owners of Units within Grove Park and upon the Grove Park Community Association, Inc. in accordance with the terms of the Declaration.

**ARTICLE 1**  
**Definitions**

Unless otherwise defined herein, the definitions set forth in Article 1 of the Declaration are incorporated herein by reference.

**ARTICLE 2**  
**Amendment to Declaration**

Article 10, Section 10.3 of the Declaration is hereby amended by deleting that Section in its entirety and by substituting the following therefor:

*10.3. Leasing. Units may be leased for residential purposes only. Commencing on September 25, 2006 and continuing thereafter, all leases shall be in writing and for a term of at least one (1) year. No lease shall be for less than the entire Unit. All leases shall require, without limitation, that the tenant acknowledge receipt of copies of this Declaration, the By-Laws, Design Guidelines, and rules and regulations as promulgated by the Board. The lease shall also obligate the tenant to comply with all of the foregoing documents. A copy of each lease must be delivered to the Board by the Owner together with such additional information deemed necessary by the Board. The term "lease" shall include all leases, rental agreements and other agreements for occupancy, whether or not consideration is paid therefore in the form of money.*

**ARTICLE 3**  
**Declaration**

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

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment the day and year first above written.

DECLARANT:

84 WEST, INC.,  
an Alabama corporation

By: Quin E. Flowers, Jr.  
Quin E. Flowers, Jr., President

[CORPORATE SEAL]

STATE OF ALABAMA )

COUNTY OF HOUSTON )

I, a Notary Public in and for said County, in said State, hereby certify that Quin E. Flowers, Jr., individually and whose name as president of 84 West, Inc., an Alabama corporation, signed the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date.

Give under my hand and official seal, this 17th day of August, 2006.

Agnes D. Saltz  
Notary Public

My Commission Expires:  
Notary Public  
Alabama State at Large  
Agnes D. Saltz  
My commission expires 9-30-2009

[NOTARY SEAL]

Recording Fee 17.00  
TOTAL 17.00

*Give original to Nancy Saltz*