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**FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS**

OF

CARLETON ESTATES

**STATE OF ALABAMA)
SHELBY COUNTY)**

This First Amendment to the Declaration of Covenants, Conditions, Restrictions and Rights of Carleton Estates is made this 9TH day of ~~DECEMBER~~ 1989, by Clifford W. Lynch and his wife Barbara C. Lynch, individuals ("Developer") and Owners of Lots 1, 2, 3 and 10 in Carleton Estates ("Lot Owners"), for the purpose of amending the Declaration of Covenants, Conditions, Restrictions and Rights of Carleton Estates:

WHEREAS, Developer and Lot Owners own fee simple title to certain real property situated in Shelby County, Alabama ("Property"), which property has been subdivided pursuant to a map and survey of Carleton Estates, recorded in Map Book 13, Page 48 in the Probate Office of Shelby County, Alabama;

WHEREAS, the Developer has developed the Property into a residential subdivision known as Carleton Estates, subject to the Declaration of Covenants, Conditions, Restrictions and Rights of Carleton Estates ("Declaration"), recorded in Real Book 229, Page 584 in the Probate Office of Shelby County, Alabama;

WHEREAS, the Developer desires to amend the Declaration to make certain changes to several provisions of the Declaration.

NOW THEREFORE, the Developer and Lot Owners do upon the recording of this First Amendment to the Declaration declare and make the Property and each of the Lots included in the Property subject to the covenants, easements, restrictions, conditions, uses, limitations and affirmative obligations set forth in the Declaration and the First Amendment to the Declaration all of which are declared in furtherance of a plan for the improvement, continued enjoyment and protection of the Property values of the property in a desirable and uniform manner, all of which shall run with the land and shall be binding upon the parties having or acquiring right, title or interest in the Property and shall inure to the benefit of and shall be binding upon each successor in interest and to the Owners thereof.

1. Paragraph No. 1 of the Declaration is hereby deleted and the following Paragraph No. 1 inserted:

L. W. Williams
10/11/89

"1. No building shall be erected or altered on any Lot other than one detached single family dwelling containing not less than 1200 square feet of enclosed heated living area. Living area is defined as heated and finished area and does not include porches, garages, basements, carports or attics. Garages and storage buildings shall be allowed so long as said structures are properly maintained and are not unsightly to adjoining property Owners or to the public."

2. Paragraph No. 6 of the Declaration is hereby deleted and the following Paragraph No. 6 inserted:

"6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except that each owner of a lot may maintain not more than two dogs and two cats as domestic pets on any Lot, provided that such domestic pets are confined to the Lot of the owner of such pet and provided that such pets do not constitute a disturbance or nuisance to surrounding Lot owners. Notwithstanding the foregoing, the owner of Lot 2 shall be allowed to keep no more than two (2) horses on Lot 2 only so long as Lot 2 is owned by David and Allison Whittington and so long as any such horse(s) do not constitute a nuisance to other Lot owners in Carlton Estate. Change in ownership of Lot 2 will terminate the foregoing exception."

3. Paragraph No. 20 of the Declaration is hereby deleted and the following Paragraph No. 20 inserted:

"Paragraph 20.

(a) The City of Wilsonville and any municipal entity within said City shall also have the right to enforce these covenants or any of these covenants, along with the property owners. There is no obligation on the part of the City of Wilsonville to enforce these covenants and Wilsonville shall suffer no liability for failure to enforce these covenants.

(b) The Lots made the subject of this Declaration encompass approximately 30 acres and are depicted as shown on the map and survey of Carleton Estates. Carleton Estates is subject to the twenty (20) numbered covenants set out hereinabove.

(c) Developer also intends to develop a subdivision to be known as Carleton Point. Included in the Carleton Point subdivision is a Boat Ramp Area, together with roads for ingress and egress to the Boat Ramp Area. All Lot owners of Carleton Estates shall

have the right to, but are not obligated to, join the Carleton Point Association which will entitle such Carleton Estates Lot owners to 1) use the Boat Ramp Area of Carleton Point within established rules of the Association and 2) vote at the Carleton Point Association meeting with respect to decisions involving the Boat Ramp Area only. Membership in the Association shall be conditioned upon the payment of Association Dues as determined by the Board of Directors of Carleton Point Association. The annual dues for such membership in Carleton Point Association for the year 1990 shall be \$75.00. Thereafter, the annual assessment for any Carleton Estate members and the Boat Ramp fee for Carleton Point members shall be as determined by the Board of Directors of Carleton Point Association.

Membership in the Association by Carleton Estates Lot Owners shall entitle the Lot owner the right of egress and ingress over Carleton Point and Carleton Point Lane to the Boat Ramp Area subject to rules and regulations of Association. Further, such membership shall entitle the Carleton Estates Lot owners to utilize the Boat Ramp Area. Use of said area, however, is conditioned upon payment of the annual assessments, and any Carleton Estates Lot owner who is not current in his payment of assessments shall not be entitled to use said Boat Ramp Area.

(d) In the event the Developer does not develop Carleton Point or does not include a Boat Ramp Area for usage for the Lot owners, the owners in Carleton Estates shall have no right of usage of any area except on the Lots they have purchased.

(e) This right to use and right to join Carleton Point Association shall be a right which runs with the land."

(f) Carleton Estate Lot owners and resident family members may, while they are using their boat, park the boat trailer and tow vehicle in the Boat Ramp Area designated for such use. Trailers, boats or any other personal property may not be stored or left in the Boat Ramp area at any other time.

4. Except as stated above the Declaration of Covenants, Conditions, Restrictions and Rights of Carleton Estates shall remain in all other regards in full force and effect.

IN WITNESS WHEREOF, Clifford W. Lynch and his wife Barbara C. Lynch, together with the owners of Lots 1, 2, 3 and 10 in

Carleton Estates, have hereunto set their hands and seals this 9th
day of December, 1989.

Clifford W. Lynch
Clifford W. Lynch

Barbara C. Lynch
Barbara C. Lynch

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

BOOK 270 PAGE 36

I, the undersigned, Notary Public, in and for said County in
said State, hereby certify that Clifford W. Lynch and his wife
Barbara C. Lynch, whose names are signed to the foregoing
instrument and who are known to me, acknowledged before me on this
day that, being informed of the contents of the instrument, they
executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of
December, 1989.

Cindy M. Mize
NOTARY PUBLIC

My Commission Expires: 4-2-90

Timothy H. Henry LOT 10

James O. McCreary LOT 1

Jean McCreary LOT 1

David White LOT 2

Allison Whittington LOT 2
Curt Gosselt LOT 3

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that TIMOTHY H. HENRY, whose name 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of DECEMBER, 1989.

Cindy M. Maze
NOTARY PUBLIC

My Commission Expires: 4-2-90

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that JAMES O. & JEN MCCARY, whose name 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of DECEMBER, 1989.

Cindy M. Maze
NOTARY PUBLIC

My Commission Expires: 4-2-90

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that DAVID & ALLISON WHITTINGTON, whose name 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of DECEMBER, 1989.

Cindy M. Mage
NOTARY PUBLIC

My Commission Expires: 4-2-90

ACKNOWLEDGMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that CURTIS GOSSETT, whose name 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, (s)he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of DECEMBER, 1989.

Cindy M. Mage
NOTARY PUBLIC

My Commission Expires: 4-2-90

Rec 15.00
Jud 3.00
Cert 1.00
19.00

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
STRUMENT WAS FILED

89 DEC 13 PM 1:24

Thomas W. Snowling, Jr.
JUDGE OF PROBATE