

STATE OF ALABAMA)
COUNTY OF SHELBY)

EAGLE POINT COVENANTS
(RESIDENTIAL)

AMENDMENT NO. 1 TO THE DECLARATION
OF PROTECTIVE COVENANTS, RESTRICTIONS AND
EASEMENTS, FOR EAGLE POINT SUBDIVISION (RESIDENTIAL)

Whereas EAGLE POINT ASSOCIATES, an Alabama General Partnership (said Partnership herein referred to as "Developer"), filed the Declaration of Protective Covenants, Restrictions and Easements, for Eagle Point Subdivision (Residential) in Book 329, beginning at Page 434 in the Office of the Judge of Probate of Shelby County, Alabama; and

Whereas, Developer desires to modify the covenants as provided in this Amendment No. 1 in order to revise the Minimum Structure Size as provided in Paragraph 4, the Right-of-Way Obstructions as provided in Paragraph 6 and Garage Openings as provided in Paragraph 12 thereof.

Now, therefore, Developer does hereby proclaim, publish and declare the said Declaration of Protective Covenants, Restrictions and Easements for Eagle Point Subdivision (Residential) is amended as set forth herein:

(1) Paragraph 4, Minimum Structure Size: Paragraph 4 is modified to read as follows:

4. Minimum Structure Size: Minimum structure sizes as to heated living area only excluding basements are as follows:

One level homes: a minimum of 2,000 square feet.

One and one-half story homes: a minimum of 2,200 square feet with at least 1,600 square feet on the main level.

Two store homes: a minimum of 2,600 square feet with at least 1,300 square feet on the main level. The plans and specifications for two store structures shall be reviewed by the Architectural Control Committee with particular attention to the visual lines utilized to break the straight vertical look as in porches, attached garages and wings.

(2) Paragraph 6 Right-of-way Obstructions: Paragraph 6 is deleted.

(3) Paragraph 12 Garage Openings: Paragraph 12 is modified to read as follows:

12. Garage Openings: Garage openings should not face the street; provided that in hard ship cases the Architectural Control Committee may, at its sole option, approve exceptions, but in such cases the builder and/or owner shall have electric garage door openers.

IN WITNESS WHEREOF, Eagle Point Associates, an Alabama General Partnership, has caused this Amendment No. 1 to the Declaration of Protective Covenants to be properly executed by each partner by their respective duly authorized officers.

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Eagle Point Associates
2117 - 2nd Ave No.
Prichard, AL 35703
Attn: A.M. Harper

EAGLE POINT ASSOCIATES

ATTEST:

EAGLE POINT ASSOCIATES, INC.

Pauline Luck

BY: *A. Myron Harper*
A. Myron Harper, Treasurer

ATTEST:

ARLINGTON PROPERTIES, INC.

Pauline Luck

BY: *Frank A. Nix*
Frank A. Nix, President

DATED: June 27, 1991

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1	Dead Tax	—
2	Mfg. Tax	—
3	Assessing Fee	5.00
4	Interest Fee	3.00
5	No Tax Fee	—
6	Carroll Fee	1.00
Total		9.00

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

91 JUN 28 PM 2:56

Thomas J. [Signature]
JUDGE OF PROBATE