

2389

AMENDMENT TO PROTECTIVE COVENANTS

STATE OF ALABAMA

COUNTY OF SHELBY

WHEREAS, Harbar Homes, Inc., has caused to be recorded in Book 370, pages 9 thru 13, Probate Office of Shelby County, Alabama, certain Protective Covenants which apply to Fieldstone Park Subdivision, and

WHEREAS, paragraph 7 of said Protective Covenants permits the owner, Harbar Homes, Inc., to amend and modify said Protective Covenants and Harbar Homes, Inc. is the owner of all lots in said subdivision, and,

WHEREAS, the last paragraph of said Protective Covenants reads as follows:

"The park shown on the subdivision plat shall be a private park for the use and enjoyment of residents in Fieldstone Park Subdivision and shall not be operated or maintained by the City of Helena. Harbar Homes, Inc. reserves the option to convey said private park to the Association of Homeowners in said subdivision should an association be created."

and Harbar Homes, Inc. desires to amend and modify said paragraph.

NOW, THEREFORE, if consideration of the premises, Harbar Homes, Inc. does hereby modify, alter and amend the last paragraph of said Protective Covenants to read as follows:

"The park shown on the subdivision plat shall be a private park for the use and enjoyment of residents in Fieldstone Park Subdivision and shall not be operated or maintained by the City of Helena. All lot owners in said subdivision shall automatically become members of an Association of Homeowners in Fieldstone Park with an appropriate entity (whether non-profit corporation or other appropriate entity) to be formed at a time to be determined by Harbar Homes, Inc. Upon the formation of said Association, Harbar Homes, Inc. will convey title of said park to the Association.

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Fieldstone Park Subdiv. Plat
5/5/52, 5/5/52, 5/5/52, 5/5/52, 5/5/52
B. Ham, Al 35242

All lot owners in said subdivision shall pay an annual charge for the maintenance and upkeep of the park with said charge to be determined by Harbar Homes, Inc. as long as it retains ownership of the park and by the Association after it acquires title to the park.

The initial charge for maintenance and upkeep of the park shall be \$100.00 per year payable on January 1st of each year and prorated accordingly if a lot owner acquires title to his or her lot after January 1st of the year.

All lot owners agree to comply with all rules and regulations governing the use of the park which said rules and regulations shall be adopted by Harbar Homes, Inc. and/or the Homeowners Association."

IN WITNESS WHEREOF, Harbar Homes, Inc. has caused this instrument to be executed for and in its behalf by its president and attested, and the corporate seal affixed, by its secretary thereunto duly authorized on this the 19 day of December, 1991.

ATTEST:

Deanne Brown
Secretary

Harbar Homes, Inc.

By: *B. J. Harris*
Its President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that B. J. Harris, whose name as President of the Harbar Homes, Inc., a corporation, who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he as such officer,

and with full authority, executed the same voluntarily for and as the act of
said Corporation.

Given under my hand and official seal this the 19th day of December, 1991.

Diana McLaughlin
Notary Public
MY COMMISSION EXPIRES FEBRUARY 1, 1994

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

91 DEC 20 AM 7:56

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	7.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	11.50