

This Instrument Prepared By:  
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STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

**AMENDMENT TO DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR CALDWELL CROSSINGS,  
A RESIDENTIAL SUBDIVISION**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

**WHEREAS**, Caldwell Mill, LLP (the "Developer") on January 14, 2002, filed a Declaration of Protective Covenants, Conditions, and Restrictions in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") in Instrument 2002-02381, which was amended by Amendment To Declaration Of Protective Covenants, Conditions, And Restrictions For Caldwell Crossings, A Residential Subdivision in Instrument 20020711000320730 filed in the Probate Office on July 11, 2002, which was further amended by Amendment to Declaration of Protective Covenants, Conditions, and Restrictions For Caldwell Crossings, A Residential Subdivision in Instrument 20030710000436650 filed in the Probate Office on July 10, 2003, and which was further amended by Amendment to Declaration of Protective Covenants, Conditions and Restrictions For Caldwell Crossings, A Residential Subdivision in Instrument 20031030000724220 filed in the Probate Office on October 30, 2003 (collectively, the "Declaration") for the benefit of certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Caldwell Crossings and which is more particularly described in Map Book 29, Page 9 as amended in Map Book 29, Page 54 and in Map Book 29, Page 55, in Map Book 30, Page 116, in Map Book 31, Page 31, in Map Book 31, Page 32, and in Map Book 32, Page 7, all as recorded in the Probate Office;

**WHEREAS**, Developer is the owner of additional real property located in Caldwell Crossings, a Residential Subdivision, which is being developed as part of said subdivision, which is adjacent to the Property, as defined in the Declaration, and which Developer has approved for addition to the provisions of the Declaration as Additional Property, as defined in the Declaration;

**WHEREAS**, the Declaration permits the Developer in its sole and absolute discretion to add Additional Property to be provisions of the Declaration by the execution of an instrument in the manner required for the execution of deeds and recorded in the Probate Office pursuant to Section 2.2 of the Declaration;



**WHEREAS**, Developer is the owner of Lots within the Property as those terms are defined in the Declaration; and

**WHEREAS**, the Declaration permits the Developer in its sole and absolute discretion to amend the provisions of the Declaration by the execution of an instrument in the manner required for the execution of deeds and recorded in the Probate Office pursuant to Section 10.2 of the Declaration without approval of any Owner or Mortgagee, as those terms are defined in the Declaration;

**NOW, THEREFORE**, the Developer does, upon the recording hereof, amend the Declaration as follows:

1. Developer does declare and make the following described real property subject to the covenants, conditions and restrictions of the Declaration:

Lots 301 through 398 according to the Survey of Caldwell Crossings, 3rd Sector, as recorded in Map Book 33, Page 154, in the Probate Office of Shelby County, Alabama.

The above described real property (a) is conveyed subject to the provisions of the Declaration; (b) shall be deemed Additional Property, as defined in the Declaration; (c) shall be included as "Property", wherever that term is used in the Declaration; and (d) shall be deemed added to the real property described on Exhibit A to the Declaration.

2. Section 6.7(c) of the Declaration is amended to add the following thereto:

"Edging around natural areas may be flush with the ground and not visible from the street or should not be more than six inches (6") above ground made of brick, brick pavers, stacked stone, or geo-stone and should be a color similar to the brick color. No concrete, rip-rap, metal, plastic, wood, or similar materials are acceptable. Metal or plastic edging may be permitted provided it is flush with the ground and not visible from the street. No precast or poured curbing is permitted. All proposed edging should be submitted to the ARC for review and approval. Up to four flower containers of subtle and subdued colors and of a suitable size, not to take the place of foundation plants and placed on the front porch are allowed subject to ARC approval. No plastic flower containers are allowed. Flower containers should contain healthy flowers and be free of weeds or other plant material. No plastic flowers or shrubbery are allowed. When not in use, hoses should be stored neatly on a hose reel or in a hose box."

3. Section 6.9 of the Declaration is amended to add the following thereto:

"Driveway and walkway (not sidewalk) lighting is allowed according to the following criteria:

- (i) Fixtures should be of the tiered or mushroom design with deflectors so the bulb cannot be seen.
- (ii) Fixtures should be either green or black.

- (iii) Fixtures should not exceed twelve inches (12") in height from the ground.
- (iv) All lights should be white and low voltage, eleven watts (11 W) or less.
- (v) Fixtures should be placed no closer than six feet (6') apart.
- (vi) No lights should be installed along natural areas in front of homes.
- (vii) Submit lighting plans to the ARC for review and approval."

4. Section 6.12 of the Declaration is amended to add the following thereto:

"All fences should be made of pressure treated pine, not to exceed six feet (6') in height. Wood fences must be of a shadow box design. Wood fences may be stained a subtle and subdued color approved by the ARC. Fences along the side of homes should not come closer to the front wall than one-third (1/3) of the depth of the house. On corner lots fences should not come closer to the street than five feet (5') from the side of the house. All proposed fencing should be submitted to the ARC for review and approval."

5. Section 6.16 of the Declaration is amended to add the following thereto:

"Satellite dishes must be placed in the most inconspicuous location (i.e. behind or towards the rear of the home) as seen from the street but where a clear signal can be received. Satellite dishes are not to be mounted on the ground. All dishes should be gray or a subtle or subdued color.:

6. Section 6.18(a) of the of the Declaration is amended to add the following thereto:

"Small appropriately sized benches may be allowed only on covered front porches upon approval of the ARC. All other benches should be located in the rear yard not visible from the street."

7. Section 6.22 of the Declaration is amended to add the following thereto:

"One small security sign no larger than one square foot (1 sq. ft.) mounted on a stake no higher than thirty-six inches (36") and located adjacent to the front of the home in the foundation bed is allowed. Use of bright or garish colors is not allowed."

8. Section 7.1(c) of the Declaration is amended to add the following thereto:

"No colored or gravel mulch is allowed. All mulch should be natural colored bark or pine straw."

9. The Developer hereby reaffirms and restates all the terms and provisions of the Declaration without change except as amended hereby. Developer hereby declares that the terms and provisions of the Declaration as amended hereby shall run with the land be deemed effective as of January 14, 2002, and be binding upon, and shall inure to the benefit of, the Property and



all Additional Property, including that as described above, and all parties having or acquiring any right, title or interest therein and thereto, and their successors in interest.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed on this 16<sup>th</sup> day of December, 2004.

**CALDWELL MILL, LLP**

By: HARBAR CONSTRUCTION  
COMPANY, INC.

Its: Managing Partner

By:

Its: Vice President

*Dennis Barrow*

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a notary public in and for said County in said State, hereby certify that D. E. Barrow, whose name as Vice President of Harbar Construction Company, Inc., a corporation, the Managing Partner of CALDWELL MILL, LLP, an Alabama registered limited liability partnership, 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 said instrument, he, as such officer of said corporation and with full authority, executed the same voluntarily for and as the act of said corporation in its capacity as Managing Partner of said registered limited liability partnership.

Given under my hand and official seal, this the 16<sup>th</sup> day of December, 2004.

*Alesia H. Ray*

Notary Public

My Commission Expires:

3/19/08

[SEAL]

NOTARY PUBLIC  
STATE OF ALABAMA  
COMMISSION EXPIRES 3/19/08