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Shelby Cnty Judge of Probate, AL
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AMENDMENTS TO THE DECLARATION OF PROTECTIVE COVENANTS FOR LIME CREEK

These Amendments shall be to the Declaration of Protective Covenants for Lime Creek and are made as of this 16th day May, 2005, by Chelsea One, LLC, an Alabama Limited Liability Company (the "Developer"), and the current and future Owners, Mortgagees, or Occupants of residential lots located in Shelby County, Alabama on and within certain developed real property known as Lime Creek as shown by the map and survey of Lime Creek, as recorded in Map Book 32, Page 25, in the Office of the Judge of Probate of Shelby County, Alabama and subject to the Declaration of Protective Covenants for Lime Creek recorded on January 8, 2004 as Instrument No. 2004-0108000015360 in the Office of the Judge of Probate of Shelby County, Alabama.

Pursuant to Article XI Section 11.01 of the above referenced recorded Protective Covenants, the Developer does hereby amend and declare that the following Amendments shall be incorporated hereinafter as part and parcel of the Declaration of Protective Covenants for Lime Creek and shall be incorporated to said Covenants as follows:

1. Section 3.05(p) of Article III shall now be amended and shall be as follows:

3.05 Design Criteria, Structure.

(p) Accessory structures, including, but not limited to, accessory buildings, detached garages, pool houses, utility sheds, and gazebos will not be permitted without written approval from the Developer and/or Association. Any such accessory structure must be composed of and match the same type exterior materials and have the same roof pitch as the residential home within each lot which such accessory structure is located. All play equipment shall be located so as to have a minimum visual impact on adjacent properties and/or road or streets. Any recreational play equipment, including, but not limited to, swing sets, climbing apparatuses, slides, and see-saws, shall only be composed of and made out of natural materials such as wood or stone or such other type material. Fountains, birdbaths, sculptures or doghouses shall be permitted, but shall be limited to the back or side yards only. No trailer, tent, shack or barn, whether of a temporary or permanent nature, shall be erected on any lot at any time. Any structure located in the front yard must be approved in writing by the Committee.

2. Section 3.05 of Article III shall now include subsection (t) which shall be as follows:

3.05 Design Criteria, Structure.

(t) Any and all windows that face any street must have appropriate and/or proper window coverings, including, but not limited to, drapes, blinds, or shades.

3. Section 3.07 of Article III shall now include subsection (d) which shall be as follows:

3.07 Exclusive Residential Use and Improvements.

(d) Any business operated out of any home shall first have the prior approval of Developer and/or Association. Any business which creates or has the potential to create problems concerning traffic, safety, health, or the welfare of an adjacent lot owner or the entire subdivision will be strictly prohibited.

4. Section 7.10 of Article VII shall now be amended and shall be as follows:

7.10 Boats, Trailers, Campers, and Unlicensed Motorized Vehicles. No boat, boat trailers, house trailer, truck, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, yard or lot located on the property or otherwise be visible from any street for any period of time in excess of twenty-four (24) hours, except in garages. Also, no unkept, unoperational, unmaintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or lot or otherwise be visible from any street on the property, but may be kept only in garages. No vehicles of any kind shall be parked on any yard or natural areas of a lot. The driving of all-terrain vehicles (ATV) or any unlicensed motorized vehicle in or on any street, road, common area, developed or undeveloped property which is located within the subdivision property is strictly prohibited.

5. The Protective Covenants for Lime Creek shall now include Article XIII, which shall be as follows:

ARTICLE XIII

The Nature Park


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13.01 Nature Park: Rules and Restrictions. Developer does hereby reserve for the future conveyance to the Lime Creek Residential Association, Inc. ("Association") a parcel of undeveloped real property located within the boundaries of Lime Creek, and such said parcel shall be hereby designated as "The Nature Park", and shall be incorporated into and as one of Lime Creek's designated Common Areas, and may be used for the sole purpose of quiet enjoyment and peaceful solitude of the Owners, Mortgagees, or Occupants of each lot or dwelling of Lime Creek. The Association hereby requests and accepts said future conveyance of the Nature Park and shall incorporate Developer's rules and restrictions concerning Park's use as described herein. In addition, the Association, once deed and survey have been delivered to it by Developer, may prohibit further uses of the Park that may or may not have been contemplated by Developer but shall not amend, modify, change, omit or repeal any of the following rules or restrictions as set forth herein by Developer. Developer however, shall have the right, before delivery of deed, to add, subtract, amend, modify, change, or repeal any rules or restrictions as stated herein concerning The Nature Park. Said Developer's rules and restrictions for Park's use and enjoyment are as follows:

(a.) The Nature Park shall have designated trails for pedestrian use only and shall be strictly used for walking and observation. Owners, Mortgagees, or Occupants and their family members and/or guests are to remain on and within the confines of said designated trails and the wandering off and away from designated trails is strictly prohibited.

(b.) All children shall be escorted by an adult and no guest or invitee shall be permitted within the Park without being in the presence of the Owner, Mortgagee, or Occupant of whom he/she is a guest or an invitee.

(c.) Uses that are strictly prohibited within said Park shall include, but are not limited to, the following: camping, hunting, picnicking, cutting and/or collection of fire wood, climbing of trees, starting of fires, carrying and/or discharging of any and all types of weapons, littering or dumping of garbage, operation of any type motorized or non-motorized vehicle including automobiles, all-terrain vehicles, go-carts, motorcycles, or bicycles, or any and all other uses or activities other than walking or observation.

13.02 Risk. The Nature Park, as with most natural undeveloped areas, can pose a potential threat of life-threatening harm and each Owner, Mortgagee, or Occupant and their respective family members, guests, and invitees, should exercise the utmost care and safety precautions in and around the Park, and the use of said Park for its enjoyment shall be at the sole risk and expense of the person or persons using it.

13.03 Limitation of Liability. The Owner of each lot or dwelling, for himself or herself, or any Occupant of such lot or dwelling and their respective family members, guests, invitees, heirs, executors, personal representatives, administrators, successors and assigns, by acceptance of the deed to such lot or dwelling, and each Mortgagee, by acceptance of a mortgage encumbering any such lot or dwelling, for themselves and their respective successors and assigns, do hereby:

(a) Irrevocably and unconditionally waive, release, and forever discharge Developer, the Committee, the Association and such Governmental Authority and their respective officers, directors, members, parties, agents, representatives, successors and assigns, of and from any and all actions, causes of actions, claims, demands, agreements, covenants, suits, obligations, controversies, damages, cost expenses, losses and inabilities of every kind or nature, known or unknown, arising out of or on account of:

1. Any loss, damage, or injury to person or property, including death, as a result of entry into the Nature Park by any such Owner, Mortgagee, or Occupant, or any of their respective family members, guests, invitees, heirs, executors, personal representatives, administrators, successors and assigns.

IN WITNESS WHEREOF, the undersigned have duly executed these amendments and said amendments are hereby forevermore incorporated into the Declaration of Protective Covenants for Lime Creek as recorded on January 8, 2004 as Instrument #2004-0108000015360 in the Office of the Judge of Probate of Shelby County, Alabama.

Developer:

CHELSEA ONE, LLC

By: _____

Rodney Davis, Member

By: _____

Michael Henry Strong, Member


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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that RODNEY DAVIS, whose name as a Member of CHELSEA ONE, LLC, an Alabama limited liability company, 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, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16 day of May, 2005.

Jammi E. Calver
Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MICHAEL HENRY STRONG, whose name as a Member of CHELSEA ONE, LLC, an Alabama limited liability company, 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, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of May, 2005.

Celeste Fulmer
Notary Public