


**STATE OF ALABAMA  
SHELBY COUNTY**

  
20061113000555830 1/2 \$14.00  
Shelby Cnty Judge of Probate, AL  
11/13/2006 04:02:48PM FILED/CERT

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR CARRIAGE CREEK SUBDIVISION**

This First Amendment to Declaration of Protective Covenants for Carriage Creek Subdivision (the First Amendment) is made this 13<sup>th</sup> day of November, 2006 by Saulter Road Partners, LLC (Developer).

Whereas, Developer did record with the Office of the Judge of Probate of Shelby County, Alabama the Declaration of Restrictive Covenants for Carriage Creek Subdivision as set forth in Instrument Number 20060207000062850 (the Covenants); and

Whereas, pursuant to the authority set forth in the Covenants, the Developer desires to amend the Covenants as set forth herein.

Now, therefore, pursuant to the authority reserved by Developer in the Covenants, Developer does hereby amend the Covenants as follows:

1. All capitalized terms set forth in this First Amendment shall have the same meanings as set forth in the Covenants.
2. To Article II, Paragraph (n) of the Covenants is added the following sentence: "This provision and the 18 month time period set forth in this paragraph shall apply notwithstanding the sale of a Tract by an Owner to a purchaser other than Developer. That is to say, should an Owner acquire a Tract from Developer and, prior to 18 months from the date of such sale, sell the Tract to a purchaser other than Developer, such purchaser shall be obligated to commence construction on such Tract within 18 months of the day the Tract was originally conveyed by Developer."
3. To Article II of the Covenants is hereby added the following new Paragraph (t); "At the time of acquisition of a Tract, the Owner thereof shall deposit with Developer the sum of \$2,500.00 (the Deposit) at the time of closing to be held by Developer, in trust, to insure that the Tract is kept in compliance with ADEM, with good construction practices and in a neat, clean and orderly fashion during the course of and through the completion of construction of the single family house. The money will be held in trust by Developer until such time as the Owner has completed the construction on the Tract. The Developer will give the Owner of the Tract in question written notice of any condition that is in need of remedy and such Owner will have ten (10) days to correct same, or Developer will have the right to enter upon the property and effect the clean-up and deduct the charge for same from the money deposited. Should Developer be put to additional expense, Developer shall retain a lien against any Tract of such Owner in the Property.

Developer will refund to Owner of the Tract in question any money left on deposit at the time Owner has completed all improvements on any and all Tracts of Owner in the Property and any extension thereof.

The Deposit shall be appurtenant to the Tract. Should an Owner convey the Tract prior to completion of all improvements on said Tract, the Deposit shall be assigned to any purchaser of the Tract.”

4. To Article V, Paragraph (b) is added the following sentence; “No recreational vehicles, campers, trailers, boats, trucks or similar equipment or vehicles may be parked or stored on any street, driveway or tract for any period of time in excess of 24 hours except in garage or outbuilding. Also, no unkept, unoperational, or otherwise unattractive vehicle or equipment may be parked or stored on any street, driveway or tract or be visible from the street or any tract or house in the Property.”

5. Unless expressly modified by this First Amendment, all provisions of the Covenants shall remain in full force and effect.

Done the date and year first above written.

Saulter Road Partners, LLC

By: Michael McDonald Strong  
Michael McDonald Strong

Its: Authorized Member

STATE OF ALABAMA )  
COUNTY )

**LLC ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Michael McDonald Strong as Authorized Member of Saulter Road Partners, LLC, 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 this instrument, he, in their capacity as such member, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 13<sup>th</sup> day of November, 2006.

Kimberly Ann Bradley  
Notary Public  
My Commission Expires: 08/10

My Commission  
Expires: 08-23-10  
Kimberly Ann Bradley