
FIRST AMENDMENT TO
CHESSER PLANTATION
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS

THIS FIRST AMENDMENT TO THE CHESSER PLANTATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and entered into as of the 5th day of March, 2003 by CHESSER PLANTATION, LLC, an Alabama limited liability company ("Developer").

RECITALS:

Developer has heretofore executed the Chesser Plantation Declaration of Covenants, Conditions and Restrictions dated February 20, 2002, which was recorded on March 6, 2002 as Instrument #20020306000107881 in the Probate Office of Shelby County, Alabama (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

Developer desires to submit Additional Property to the terms and provisions of the Declaration pursuant to Section 2.2 of the Declaration, and to modify and amend certain terms and provisions of the Declaration pursuant to Section 10.2 of the Declaration.

NOW, THEREFORE, in consideration of the premises, Developer does hereby amend the Declaration as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.2 of the Declaration, Developer does hereby declare that the real property described in Exhibit A.1 attached hereto and incorporated herein by reference (the "Additional Property") shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A.1 attached hereto and the original Property described in the Declaration shall, for the purposes of the Declaration, collectively be referred to as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration as well as the Additional Property described herein.

2. **Deletion of Property.** Pursuant to the terms and provisions of Section 2.6 of the Declaration, Developer does hereby amend the Declaration to delete the following property from the

provisions thereof and from the legal description attached thereto as Exhibit A in order to conform to the Amended Plat of Chesser Plantation, Phase I, Sector 1 recorded in Map Book 31, Page 21 A & B in the Office of the Judge of Probate of Shelby County, Alabama (the "Sector 1 Plat"):

(i) The 60' wide strip of land situated between Lots 72 and 73 as shown on page 21-B of the Sector 1 Plat which strip is legally described as follows: Commencing at the Northeast Corner of Section 27, Township 19 South, Range 1 West; thence South 0 degrees 42 minutes 23 seconds East, a distance of 576.18 feet to the POINT OF BEGINNING; thence South 46 degrees 29 minutes 34 seconds West, a distance of 40.89 feet; thence South 0 degrees 42 minutes 23 seconds East, a distance of 218.01 feet; thence South 39 degrees 00 minutes 51 seconds West, a distance of 205.34 feet; thence South 73 degrees 27 minutes 27 seconds West, a distance of 216.84 feet; thence South 16 degrees 32 minutes 33 seconds East, a distance of 60.00 feet; thence North 73 degrees 27 minutes 27 seconds East, a distance of 235.44 feet; thence North 39 degrees 00 minutes 51 seconds East, a distance of 198.66 feet; thence North 0 degrees 42 minutes 23 seconds West, a distance of 303.57 feet to the POINT OF BEGINNING; and

(ii) Lot "A" as shown on page 21-B of the Sector I Plat.

3. **Building Setbacks.** Section 6.4(a) of the Declaration is hereby amended to add the following to the end thereof:

"Building setback lines for all Dwellings shall be zero (0) from the front, rear and side boundary lines of all Lots."

4. **Responsibilities of Owners.** Section 7.1 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Section 7.1 Responsibilities of Owners.

(a) The maintenance and repair of all Lots, Dwellings, all other Improvements situated thereon or therein and all lawns, landscaping and grounds on or within a Lot or Dwelling shall be the responsibility of the Owner of such Lot or Dwelling. Each Owner shall be responsible for maintaining his Lot or Dwelling, as the case may be, in a neat, clean and sanitary condition, both inside and outside of any Dwellings or Improvements thereto. Such responsibilities shall include, without limitation, maintaining at all times appropriate paint and stain finishes on all Dwellings and other Improvements and re-roofing or replacing roofing shingles when the same become worn or would be replaced by a prudent Owner. No exterior changes, alterations or Improvements shall be made to any Lot or Dwelling

(including, without limitation, painting or finishing) without first obtaining the prior written approval of the same from the ARC.

(b) Each Lot shall be landscaped in accordance with plans and specifications submitted to and approved by the ARC pursuant to Section 5.6 above. All areas of any Lot which are not improved by the construction of a Dwelling thereon shall at all times be maintained by the Owner in a fully and well kept landscaped condition utilizing ground cover and/or a reasonable number, as determined in the ARC's sole discretion, of shrubbery and trees. The maintenance obligations set forth in this Section 7.1(b) shall be binding on the Owner of each Lot and shall apply to all portions of a Lot and the adjacent right-of-way up to the curb or edge of the pavement within the adjacent right-of-way or up to the Common Area abutting such Lot. Grass, hedges, shrubs, vines and any other vegetation of any type on any Lot shall be cut and trimmed at regular intervals at all times in order to maintain the same in a neat, safe and attractive condition. Trees, shrubs, vines, plants and other vegetation which die shall be promptly removed and replaced with living plants of like kind and quantity. Dead vegetation, stumps, weed, rubbish, debris, garbage and waste material shall be promptly removed from any Lot or Dwelling and properly disposed of outside of the Development.

(c) No Owner shall (i) decorate, change or otherwise alter the appearance of any portion of the exterior of a Dwelling (including, without limitation, painting or finishing) or the landscaping, grounds or other Improvements within a Lot unless such decoration, change or alteration is first approved, in writing, by the ARC and the Association as provided in Sections 5.5 and 5.6 above or (ii) do any work which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Property, reduce the value thereof or impair any easement or hereditament thereto, without in every such case obtaining the prior written approval of the ARC."

5. Assessments. Section 8.4(b) of the Declaration is hereby amended to add the following to the end thereof:

"Annual Assessments may increase each year in the amount necessary to cover the estimated Common Expenses for the Development for the upcoming year. In the event the budget for any year results in the Owners being liable for the payment of Annual Assessments which exceed 110% of the Annual Assessments payable for the entire immediately preceding calendar year, then the budget and the amount of the Annual Assessments shall be presented for approval by the vote of Owners of a majority of the Lots and Dwellings who are voting in person or by proxy at such meetings. In the event the amount of Annual Assessments does not exceed the limitations set forth above or until such time as Owners of a majority of the Lots and Dwellings have approved such increase in the amount of the Annual Assessments, then the budget approved by the Board for the then current fiscal year shall be

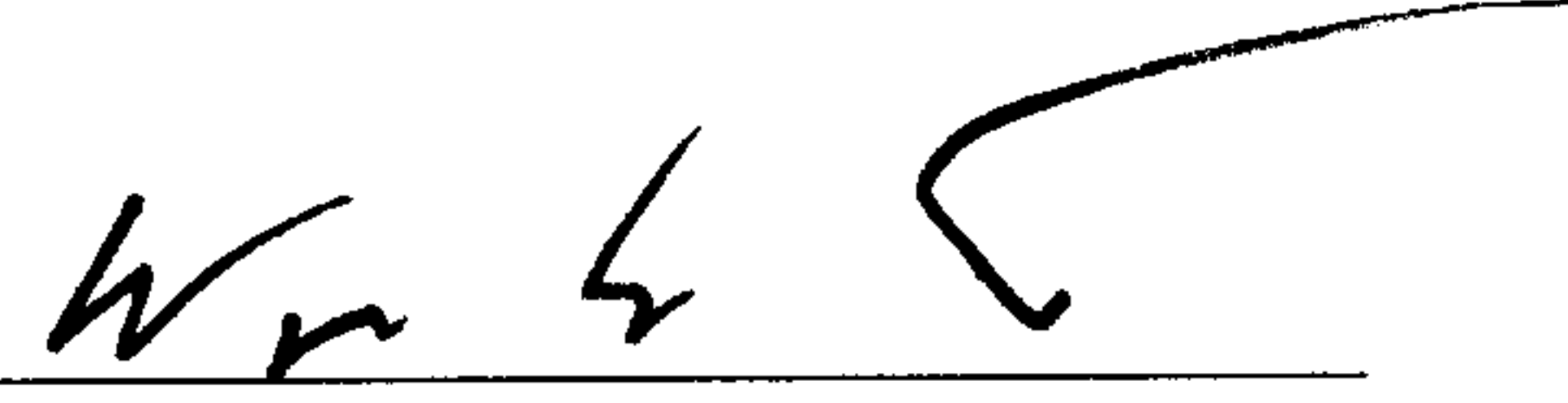
implemented subject to the limitation set forth above on the amount of increase in Annual Assessments.

6. **Full Force and Effect.** Except as specifically modified and amended hereby, all terms, provisions, restrictions and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this First Amendment to the Chesser Plantation Declaration of Covenants, Conditions and Restrictions to be effective as of the day and year first above written.

DEVELOPER:

CHESSER PLANTATION, LLC,
an Alabama limited liability company
By: The Crest at Greystone, Inc.,
an Alabama corporation,
Its Member and Manager

By: 
William L. Thornton, III
Its President


STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as President of The Crest at Greystone, Inc., an Alabama corporation, as Member and Manager of Chesser Plantation, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as Member and

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Shelby Cnty Judge of Probate, AL
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Manager as aforesaid.

Given under my hand and official seal, this the 8th day of May, 2007.


Notary Public

[SEAL]

My Commission Expires: _____
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 21, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared by and upon
recording should be returned to:

Mary Thornton Taylor
3570 Grandview Parkway, Suite 100
Birmingham, Alabama 35243

EXHIBIT A.1

CHESSER PLANTATION PHASE I, SECTOR 2

Lots 1 through 90 (inclusive), according to the Final Record Plat of Chesser Plantation, Phase I, Sector 2, as recorded in Map Book 33, Page 121 in the Office of the Judge of Probate of Shelby County, Alabama; being situated in Shelby County, Alabama.

CONSENT OF MORTGAGEE

Regions Bank ("Mortgagee"), as the holder of that certain Mortgage dated as of February 25, 2004, and recorded as Instrument No. 20040302000107480 in the Office of the Judge of Probate of Shelby County, Alabama, (the "Probate Office"), as such mortgage is amended or modified from time to time, has hereby joined in the execution of this First Amendment to the Chesser Plantation Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the purpose of consenting to the execution of the First Amendment and all of the terms and provisions set forth therein; provided, however, that such consent shall not be deemed a consent to any further amendment to the terms and provisions of the Declaration.

Dated as of the 8th day of May, 2007.

REGIONS BANK

By: Donna J. Schmidt
Donna J. Schmidt
Its Assistant Relationship Manager

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Donna J. Schmidt, whose name as Assistant Relationship Manager of Regions Bank, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal, this the 8th of May, 2007.

Jamie L. Bruner
Notary Public

[SEAL]

My commission Expires:

