


When recorded return to:
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Shelby Cnty Judge of Probate, AL
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**SECOND AMENDMENT TO THE ARBOR HILL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
(“AMENDMENT”)

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBOR HILL (the “Declaration”) is made as of this 3rd day of August, 2009 by ARBOR HILL HOMEOWNERS ASSOCIATION, INC., (the “Association”) witnesses as follows:

WHEREAS, the Declaration subjecting certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference, was originally recorded on September 5, 2003 as Instrument No. 20030905000595780 in the Office of the Judge of Probate, Shelby County, Alabama; and

WHEREAS, ARTICLE X Section 10.03 Amendments After Turnover Date of the Declaration permits the amendment of the Declaration in accordance with the terms and provisions of the Bylaws (the “Bylaws”); and

WHEREAS, pursuant to Article II Section 2.09 Ballot Voting in Lieu of Meetings Subsections (a)(i) and (a)(ii) of the Bylaws, the proposal of limiting the number of leased or rented Dwellings has been submitted to the Owners for approval by ballot vote; and

WHEREAS, at least thirty percent (30%) of all the Owners entitled to vote cast ballots with respect to such proposal and a majority of all votes cast in such ballot vote approved such proposal; and

WHEREAS, the Board of Directors has reviewed and affirmed that the following Amendment has been approved;

NOW THEREFORE, pursuant to the foregoing, the Declaration for the Association is hereby amended as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Declaration and/or the Bylaws.
2. The first paragraph of Section 6.01 USE RESTRICTIONS shall be identified as Subsection (a).

3. The next paragraph following Section 6.01 USE RESTRICTIONS Subsection (a) shall be identified as Subsection (b) and shall read as follows:

(b) The following restriction shall apply to the lease or rental (lease/purchase agreements are deemed to be the same as a lease or rental) of any Dwelling;

(i) Limit on Number of Leased or Rented Dwellings. In order to insure that the Owners within the Property share the same proprietary interest in and respect for the Dwellings and the Common Areas, no more than twenty three (23) Dwellings at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Subsection (b), a Dwelling is exclusively occupied by one or more non-owner tenants, if the Owner of the Dwelling does not also correspondingly occupy the Dwelling as his/her principal place of residence. Prior to the execution of any lease, and in addition to the requirements set forth in this Subsection (b), the Dwelling Owner must notify the Board or the Board's agent as to the Owner's intent to lease his/her Dwelling. After receiving such notice, the Board or the Board's agent shall advise the Owner if the Dwelling may be leased or whether the maximum number of Dwellings within the Development is currently being leased. If the maximum number of Dwellings is already being leased, the Board or the Board's agent shall place the Owner on the waiting list in priority order based on the date of notice from the Owner, and shall notify the Owner of that Owner's position, on the waiting list. When an existing non-owner occupant vacates a Dwelling, the Owner of that Dwelling shall immediately notify the Board or the Board's agent of such fact and that Dwelling cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Dwellings. An Owner on the waiting list who obtains the opportunity to rent or lease his/her Dwelling, must present an executed lease to the Board or to the Board's agent, within sixty (60) days of the date of notice that he/she may rent or lease the Dwelling, or that Owner will forfeit his/her position on the waiting list.

(ii) General Lease Condition. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board. All leases must clearly specify a commencement and termination date. No portion of any Dwelling other than the entire Dwelling may be leased for any period. No subleasing is permitted. No Owner will be permitted to lease or rent his/her Dwelling, if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. No Owner will be permitted to lease or rent his/her Dwelling if the Owner has been deemed to be in violation of the terms of the Declaration, Bylaws and any rules and regulations promulgated by the Board, as amended. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, Bylaws and any rules and regulations promulgated by the Board, as amended, to the same extent as if the tenant were an

Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling. The Dwelling Owner shall supply copies of the Declaration, Bylaws and rules and regulations to the tenant prior to the effective date of the lease. The Dwelling Owner must provide a completed security identification form for the Leased Dwelling setting out the name and age of all tenants inhabiting the leased Dwelling along with the make, model, and license plate number for each vehicle owned by such tenants. In addition, the Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(iii) Exceptions During Period of Good Faith Sale or Significant Hardship. The Board of Directors may, in its discretion, grant an exception, for not more than one (1) year at a time, to the limit provided in this Subsection (iii), to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his Dwelling or if the Board, by majority vote of the entire Board, determines that the Owner has a Significant Hardship. For purposes of this subparagraph, examples of a Significant Hardship may include:

- (1) death of an Owner;
- (2) divorce of an Owner;
- (3) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Property due to a change of employment or retirement; or
- (4) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners.

(iv) Six Month Waiting Period. In addition to all other provisions, for a period of at least six (6) months after an Owner's acquisition of a Dwelling, the Owner cannot rent or lease that Dwelling for exclusive occupancy by one or more non-owner tenants. After such time, said Dwelling will be eligible to be leased if all other conditions are satisfied. In the case of the transfer of ownership of a Dwelling, which was properly leased under these rules by the previous Owner, the new Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Owner, if he/she wants to lease his/her Dwelling, must meet all requirements the same as other Owners who are not exempted.

(v) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his/her responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, Bylaws and any rules and regulations promulgated by the Board, or from the Owner's liability to the Association for payments of assessments.

(vi) Approval of Form of Lease. Any Owner desiring to enter into a lease for his/her Dwelling shall submit the form of the proposed lease to the Board

(which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Subsection (b). The Board may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the form of the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board by the Owner within thirty (30) days after execution.

(vii) Violations. If any Owner leases or rents his/her Dwelling in violation of the provisions of this Subsection (b), the Association may bring a legal action to enjoin the improper conduct.

(viii) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Dwelling of an Owner who, at the time of recording this Amendment, is renting or leasing said Dwelling for exclusive occupancy by one or more non-owner tenants, so long as such Dwelling continues to be owned by the same Owner and is not occupied as a residence by such Owner. In order for this exception to apply, said Owner must deliver a copy of the executed lease, which is in effect at the time to the Board within thirty (30) days after the recording of this Amendment and shall furnish a copy of any subsequent lease within thirty (30) days after its execution. Such copy may have the rental amount deleted. Failure of such an Owner to timely deliver a copy of any such lease to the Board shall result in said Owner's Dwelling being subject to these restrictions. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such lease so long as the occupants remain the same. Any Dwelling which falls under the exception of this Subsection (b) shall, nevertheless, be counted as one of the 23 maximum Dwellings that may be rented at any given time even though such maximum does not apply to restrict such excepted Dwelling.

(ix) Institutional Mortgages. The provisions set forth in this Subsection (b) shall not apply to any Institutional mortgage holder of any Dwelling which comes into possession of the mortgage holder by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other Judicial sale or as a result of any proceeding, arrangement or deed in lieu of foreclosure.

The undersigned officers of the Arbor Hill Homeowners Association Inc., hereby certify that at least thirty percent (30%) of all the Owners entitled to vote cast ballots with respect to such proposal and a majority of all votes cast in such ballot vote supported this amendment and they further certify that all other conditions precedent to the amendment of this Declaration have been fulfilled and satisfied.

Executed this 3rd of July, 2009.

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ARBOR HILL HOMEOWNERS ASSOCIATION,
INC.

By: Jeanie P Wallace
Jeanie Wallace
Its: President

ATTEST:

By: Mary Carmack
Mary Carmack
Its: Secretary

STATE OF ALABAMA)
COUNTY OF SHELBY)

Before me, a Notary Public in and for said County and State, personally appeared Jeanie Wallace, President of Arbor Hill Homeowners Association, Inc. and Mary Carmack Secretary of Arbor Hill Homeowners Association, Inc. who acknowledged the execution of the foregoing Second Amendment to Declaration of Restrictions for Arbor Hill.

WITNESS my hand and notarial seal this 3rd day July, 2009.

Benjamin W. Leach
Notary Public
Printed
My Commission expires: 1/24/2012
Residing in Jefferson County, Alabama

HIS INSTRUMENT WAS PREPARED BY:

R. Mike Conley, Esq.
Leitman, Siegal, Payne & Campbell, P.C.
600 North 20th Street
Suite 400
Birmingham, Alabama 35203

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 25, and the NE 1/4 of Section 26, all in Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 25, Township 19 South, Range 3 West; thence in an Easterly direction along the North line of said section a distance of 443.58 feet to a point on the Southwesterly Right-of-Way line of Old Montgomery Highway; thence $61^{\circ}03'15''$ to the right in a Southeasterly direction along said right-of-way line a distance of 671.75 feet to the POINT OF BEGINNING; thence $90^{\circ}00'$ to the right in a Southwesterly direction (leaving said right-of-way line) a distance of 78.30 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 750.00 feet and a central angle of $21^{\circ}03'11''$; thence in a Southwesterly direction along the arc of said curve a distance of 275.58 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 83.54 feet to a point; thence $90^{\circ}00'$ to the right in a Northwesterly direction a distance of 133.58 feet to a point; thence $86^{\circ}19'06''$ to the left in a Southwesterly direction a distance of 42.41 feet to a point; thence $9^{\circ}56'24''$ to the left in a Southwesterly direction a distance of 129.97 feet to a point; thence $25^{\circ}30'35''$ to the right in a Southwesterly direction a distance of 151.42 feet to a point; thence $21^{\circ}32'21''$ to the right in a Westerly direction a distance of 34.15 feet to a point; thence $64^{\circ}19'39''$ to the right in a Northwesterly direction a distance of 339.46 feet to a point; thence $90^{\circ}00'$ to the left in a Southwesterly direction a distance of 182.89 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 27.88 feet to the P.C. (Point of Curve) of a curve to the right having a radius of 25.00 feet and a central angle of $90^{\circ}00'18''$; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 39.77 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 90.00 feet to a point; thence $90^{\circ}00'$ to the left in a Southeasterly direction a distance of 174.00 feet to a point; thence $90^{\circ}00'$ to the right in a Southwesterly direction a distance of 180.00 feet to a point; thence $11^{\circ}52'49''$ to the left in a Southwesterly direction a distance of 111.61 feet to a point; thence $40^{\circ}33'32''$ to the left in a Southerly direction a distance of 68.81 feet to a point; thence $13^{\circ}19'53''$ to the left in a Southeasterly direction a distance of 100.44 feet to a point; thence $13^{\circ}04'37''$ to the left in a Southeasterly direction a distance of 140.23 feet to a point; thence $80^{\circ}55'55''$ to the left in a Northeasterly direction a distance of 54.85 feet to a point; thence $6^{\circ}53'37''$ to the left in a Northeasterly direction a distance of 45.23 feet to a point; thence $7^{\circ}42'21''$ to the left in a Northeasterly direction a distance of 49.36 feet to a point; thence $4^{\circ}47'44''$ to the left in a Northeasterly direction a distance of 226.95 to a point at the Southwest corner of a parcel for a pumping station, said point also being on the East line of Lot 53, Chase Plantation 4th Sector, as recorded in Map Book 9, Page 156 A and B in the office of the Judge of Probate of Shelby County, Alabama; thence $55^{\circ}51'44''$ to the left in a Northerly direction along the common line between said pumping station parcel and said Lot 53 a distance of 50.08 feet to a point on the South line of the NE 1/4 of the NE 1/4 of Section 26, Township 19 South, Range 3 West; thence $90^{\circ}02'47''$ to the right in an Easterly direction along the South line of said 1/4-1/4 section and the North line of the Resurvey of Lots 1, 2, 3, 4, 5, 6, 7 & 8 Chase plantation 3rd Sector, as recorded



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in Map Book 9, page 62 in the office of the Judge of Probate of Shelby County, Alabama a distance of 83.99 feet to the Southeast corner of said 1/4-1/4 section; thence $0^{\circ}14'20''$ to the left in an Easterly direction along the South line of the NW 1/4 of the NW 1/4 of Section 25, Township 19 South, Range 3 West and the North line of the Resurvey of Lots 1, 2, 3, 4, 5, 6, 7 & 8 Chase Plantation 3rd Sector, the North line of Chase Plantation 3rd Sector, as recorded in Map Book 9, page 47 A and B in the office of the Judge of Probate of Shelby County, Alabama, the North line of A Resurvey of Lots 15, 16, 17, 18, 19 & 20 Chase Plantation 3rd Sector, as recorded in Map Book 9, Page 118 in the office of the Judge of Probate of Shelby County, Alabama, the North line of a Resurvey of Lots 14, 15, 16, & 17 Amended Map of Chase Plantation, as recorded in Map Book 8, Page 92 in the office of the Judge of Probate of Shelby County, Alabama, the North line of a Resurvey of Lots 18, 19, 20, 21, 22, 23 and 24 Amended Map of Chase Plantation, as recorded in Map Book 8, Page 111 in the office of the Judge of Probate of Shelby County, Alabama and the North line of a Resurvey of Lots 25, 26, 27, 28, 29, 30, 31 and 32 Amended Map of Chase Plantation, as recorded in Map Book 8, Page 117 in the office of the Judge of Probate of Shelby County, Alabama a distance of 1177.15 feet to a point on the Southwesterly Right-of-Way line of Old Montgomery Highway, said point being on a curve to the right having a radius of 368.32 feet and a central angle of $16^{\circ}44'49''$; thence $135^{\circ}34'57''$ to the left (Angle Measured to Tangent) in a Northwesterly direction along the arc of said curve and along said right-of-way line a distance of 107.66 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said right-of-way line a distance of 743.62 feet to the Point of Beginning.

Containing 782,900 square feet or 17.973 acres.

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