

STATE OF ALABAMA)

COUNTY OF SHELBY)

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
HIDDEN RIDGE ESTATES SECTOR 2**

This First Amendment to Declaration of Protective Covenants for Hidden Ridge Estate Sector 2 (hereinafter sometimes referred to as the "Amendment") is made and entered into as of the 8th day of September 2009 by and between the undersigned representing a majority of the owners of lots in Hidden Ridge Estates Sector 2 ("Majority Owners").

W I T N E S S E T H:

WHEREAS, that certain Declaration of Protective Covenants for Hidden Ridge Estates Sector 2 (the "Declaration") was executed by Hidden Ridge Estates, L.L.C., the developer of Hidden Ridge Estates Sector 2, (the "Developer") dated July 2, 2003 and recorded in the Probate Office of Shelby County, Alabama under Instrument Number 20040702000366100. (Capitalized terms used but not defined in this Amendment shall have the respective meaning given such terms in the Declaration).

WHEREAS, the Property and Lots located in Hidden Ridge Estates Sector 2 and subject the Declaration are depicted on the plat of Hidden Ridge Estates Sector 2 dated May 17, 2004 and recorded in the Probated Office of Shelby County, Alabama in Map Book 33, Page 102;

WHEREAS, as of the date hereof the Developer no longer owns property within Hidden Ridge Estates Sector 2;

WHEREAS, in accordance with Section 7.01 of the Declaration, Nicola and Eva Lorusso with the agreement of Christopher and Jennifer Jahraus, representing one half of the owners of lots in Hidden Ridge Estates Sector 2, certify that they sent a written notice entitled "Notice of Special Meeting of the Owners of Lots in Sector 2 of Hidden Ridge Estates" via U.S. mail to all owners of lots in Hidden Ridge Estates Sector 2 on August 28, 2009 stating the time and place of the proposed meeting and attaching a draft form of the First Amendment to Declaration of Protective Covenants which recited the proposed amendments to be discussed at such meeting;

WHEREAS, at such meeting held September 8, 2009, the Majority Owners, representing three-quarters of the owners of the lots in Hidden Ridge Estates Sector 2 in accordance with the requirements for such vote for amendment under Section 7.01 of the Declaration, discussed and approved by affirmative vote the following amendments to the Declaration;

WHEREAS, the Majority Owners desire to amend the Declaration by modifying certain covenants and restrictions as hereinafter provided in this Amendment;

WHEREAS, in accordance with Section 4.2 of the Declaration, the Majority Owners have the power to appoint or withdraw members of the ARB;

WHEREAS, the Majority Owners desire to dissolve any existing Architectural Review Board of Hidden Ridge Estates Sector 2 ("ARB") and withdraw from service any person currently serving as members of such ARB;

WHEREAS, the Majority Owners hereby desire to establish a new ARB and appoint new members to serve on such new ARB;

WHEREAS, the Majority Owners desire to grant the newly formed ARB, in addition to the powers and duties set forth in Section 4.3 of the Declaration, the power and duty to approve or disapprove of any submitted requests for a variance to the Restrictions set forth in Article V of the Declaration;

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the mutual covenants hereinafter set forth, the parties do hereby agree as follows:

A. **ARCHITECTURAL REVIEW BOARD.** The Owners, under the powers provided in Section 4.2 of the Declaration, hereby dissolve any existing Architectural Review Board ("Former ARB") and withdraw any person serving on any such Former ARB. The Majority Owners agree that as of the date hereof a new Architectural Review Board is established (the "New ARB") and Eva Lorusso and Christopher Jahraus have been elected by the Majority Owners to serve as the initial members of the New ARB.

B. **MODIFICATION OF DECLARATION.** The Declaration is modified and amended as set forth below:

(1) By deleting Section 5.02(b) in its entirety and substituting in place thereof the following:

- "(b) raising, breeding, or keeping of livestock with the following exceptions:
 - i. an Owner shall be permitted to keep not more than one horse per acre; and
 - ii. goats and ground fowl shall be permitted on Lot 3 of Sector 2 or any other such lot in Sector 2 owned by Nicola (Nick) Lorusso and/or Eva Lorusso for so long as Nicola Lorusso and/or Eva Lorusso own such lots subject to the following restrictions:
 - 1. not more than four full size goats or eight miniature/dwarf size goats over the age of nine months old per acre, not to exceed 12 adult goats at any particular time; and

2. not more than twelve ground fowl per acre, not to exceed 18 birds total; and
3. the owners agree to maintain the described animals such that they do not create a disruptive or hazardous environment for other owners, subject to generally accepted standards of reasonableness; and
4. the owners accept sole and full responsibility for their livestock.”

(2) By adding the following new subsection (e) to Section 4.03 of the Declaration:

“(e) To approve or disapprove any submitted request for variance to the Restrictions set forth in Article V herein. Requests for variances shall be in such form as required by the ARB which shall be in accordance with the same or comparably similar protocol, dependent on the request, set forth in Section 4.03(a). The ARB shall follow the same or comparably similar protocol, dependent on the request, set forth in Section 4.03(c) for the approval or disapproval of the request for variance with the exception that if the ARB shall fail to approve or disapprove such request for a variance within a ten (10) day period, the request shall be deemed to have been disapproved.”

C. **APPROVAL OF ALL EXISTING CONDITIONS.** As of the date hereof, all existing conditions, including fencing and fencing currently under construction, its location and the building materials being used to build such fencing are approved by the Majority Owners.

D. **FULL FORCE AND EFFECT.** Except as hereinabove provided, all other terms and conditions of the Declaration shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the parties hereto.

This instrument was prepared by:


Jennifer Powell Miller
Balch & Bingham LLP
P.O. Box 306
Birmingham, Alabama 35201

IN WITNESS WHEREOF, the undersigned have caused this counterpart signature page to the Amendment to be executed as of the date first written above and have authorized the attachment of this counterpart signature page to the Amendment.

WITNESS:


KEITH KIRKLAND

OWNERS of Lot 2 :


Name: William Strazewski


WITNESS:

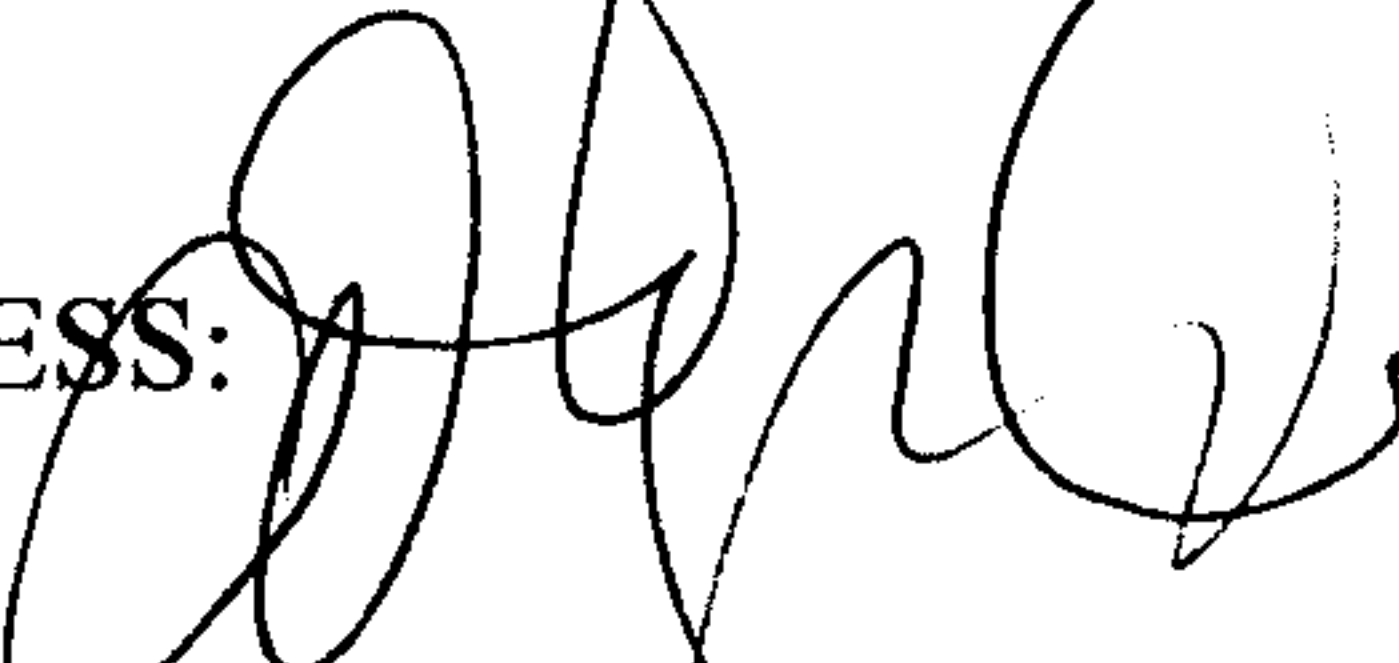

KEITH KIRKLAND


Name: Letsy L. Strazewski




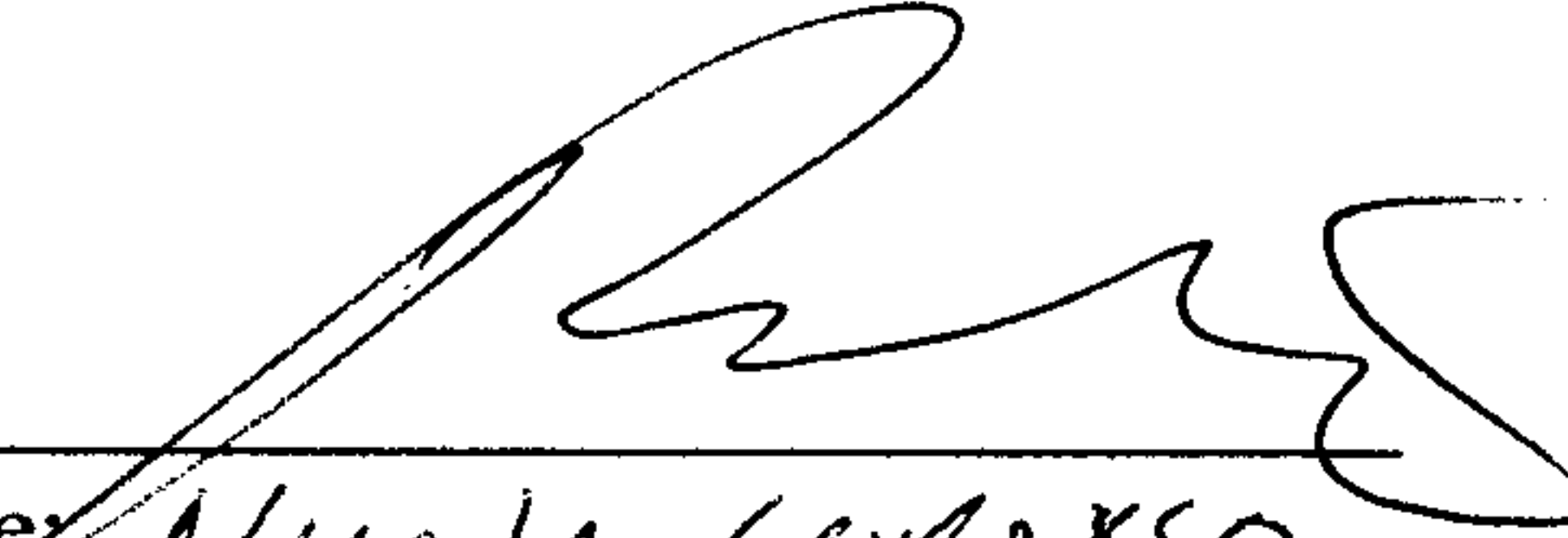
IN WITNESS WHEREOF, the undersigned have caused this counterpart signature page to the Amendment to be executed as of the date first written above and have authorized the attachment of this counterpart signature page to the Amendment.

WITNESS: 
C. J. H. Raus

WITNESS: 
C. J. H. Raus

OWNERS of Lot 3:


Name: Eva Lorusso


Name: Nick Lorusso

IN WITNESS WHEREOF, the undersigned have caused this counterpart signature page to the Amendment to be executed as of the date first written above and have authorized the attachment of this counterpart signature page to the Amendment.

WITNESS:

Eva Lorusso
Eva Lorusso

OWNERS of Lot 4A:

C. J. HARRIS, MD
Name: C. J. HARRIS, MD

WITNESS:

Eva Lorusso
Eva Lorusso

J. Harris
Name: J. Harris



20090908000343420 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
09/08/2009 10:04:08 AM FILED/CERT