


THE STATE OF ALABAMA)
SHELBY COUNTY)


20100204000035140 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
02/04/2010 11:27:00 AM FILED/CERT

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR
HEATHERWOOD HOMEOWNERS ASSOCIATION, INC.**

This First Amendment to Declaration of Protective Covenants for Heatherwood Homeowner's Association, Inc. ("First Amendment") is made this 3rd day of February, 2009, by Heatherwood Homeowner's Association, an Alabama non-profit corporation ("the Declarant").

WHEREAS, the Declarant desires to (a) add a sentence to Section 2.2 of the Covenants that provides that "approval", for purposes of its Architectural Review Committee's approval of construction or alteration of any improvements upon any parcel of land within the subject property, means the written approval by no less than one member of said Committee and the President of Heatherwood Homeowners' Association, and (b) provide for the recusal of Committee members who have a conflict of interest in considering applications for such construction or alterations of any land improvements.

WHEREAS, the Declarant desires to amend Section 3.13 of Article III of its Protective Covenants so as to provide specific floor area requirements for the parcels of land in Sectors 5 and 7 of the subject real property described in Exhibit A to its Declaration of Protective Covenants dated April 11, 2003 ("the Covenants"); and

WHEREAS, the Declarant desires to amend the floor area requirements for the non-identified parcels of land identified in Section 3.13(g) of the Covenants; and

WHEREAS, the Declarant desires to delete and restate the entire paragraph of the Section 5.3 of Article V of the covenants to provide that the assessments or dues against parcel owners are governed by the By-Laws of the Association.

WHEREAS, the Declarant desires to amend the second sentence of Section 7.8 of Article VII of the Covenants so as to provide that the Covenants may hereafter not be amended in any respect

(except with regard to the addition of other property) except by the approval of 67% of the Parcel Owners; and

NOW, THEREFORE, the Declarant does hereby declare that the Covenants be, and the same are hereby, amended as follows:

ARTICLE II

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

2.2 Approval Required: For purposes of this section of the Covenants, "approval" means the written approval of no less than one member of the Architectural Committee and the President of the Heatherwood Homeowners' Association. Any member of the Committee (as well as the President of the Association) who has any business or other interest (in his or her individual capacity) in an application for construction or land improvement must recuse themselves from consideration of the application.

ARTICLE III

GENERAL RESTRICTIONS

3.13 Floor Area Requirements:

(g) Requirements for such other non-identified sections of the Heatherwood property which may hereafter be developed shall be the same as the below stated floor requirements for the Seventh Sector.

(h) Requirements for Fifth Sector:

Constructed of not less than 2,500 square feet of heated and air-conditioned interior floor space, exclusive of porches, garages and carports. For one and one-half story dwelling, the main level must contain a minimum of 1,700 square feet and the remaining 800 square feet in the half story. For a two-story dwelling, minimum of 1,250 square feet each on the first and second levels.

(i) Requirements for Seventh Sector:

Constructed of not less than 3,000 square feet of heated and air-conditioned interior floor space, exclusive of porches, garages and carports. For one and one-half story dwelling, the main level must contain a minimum of 1,800 square feet and the remaining 1,200 square feet in the half story. For a two-story dwelling, a minimum of 1,500 square feet each on the first and second levels.

ARTICLE VII
GENERAL

5.3 Maintenance Fund; Assessments: In order to provide a fund to maintain, landscape and repair the Common Areas in a clean and orderly condition, and in general provide those services important to the development and preservation of an attractive community appearance; in order to pay such taxes, expenses or assessments with respect to the Common Area or other property of the Association and, in order to provide additional fund for such purposes as may be deemed appropriate by the Board of the Association under the guidelines of the By-Laws of the Association, the Association may each year assess against each Parcel owned by a Member of the Association an annual assessment (which shall be uniform for all Parcels) equal to a specified number of dollars per Parcel.

7.8 Duration and Amendment: Except as provided elsewhere in this Declaration, this Declaration may not be amended in any respect (except with regard to the addition of other property) except by the approval of 67% of the Parcel Owners. In all other respects, Section 7.8 of the Covenants remains in full force and effect.

In all other respects, all of the remaining terms and provisions of the Covenants remain in full force and effect.



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IN WITNESS WHEREOF, the undersigned has fully executed this First Amendment as of the date first above written.

ATTEST:

HEATHERWOOD HOMEOWNER'S
ASSOCIATION, INC.

By: Karen D. Tronelli
Its: Secretary

By: Mary Anna Raburn
Its: President

THE STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public, in and for said State and County, hereby certify that Mary Anna Raburn, whose name as President of Heatherwood Homeowner's Association, Inc., an Alabama non-profit corporation, 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, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 3 day of February, 2010.

James E. Pounds
NOTARY PUBLIC
My Commission Expires: 2-8-11