

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS EASEMENTS, AND AGREEMENTS FOR THE BULLEY
CREEK FARM, DEVELOPMENT, 1ST. SECTOR as recorded in Map Book 38,
pages 75A and 75B, a corrected survey and acreage as recorder in Map Book 40
Page 146 and as corrected at map book 42, page 4, and resurvey of lot 69 and 70
Bulley Creek Farm Development 1st Sector as recorded in Map Book 41, page 15

Whereas, the Developer no longer holds title to any property, or has any right associated with the Declaration of Protective Covenants, Restrictions Easements, and Agreements for Bulley Creek Farm, Development, 1st. Sector, the Bulley Creek Farm Home Owners Association. has chosen to amend the document as follows:

Change Section 23. Establishment, Operation and administration of the property shall be performed by Bulley Creek Farm Owners Association, an unincorporated association

Change to read:

Operation and administration of the property shall be performed by Bulley Creek Farm Owners Association, an Incorporated association.

Change Section 3 Paragraph two – The scope of the ARB shall be limited to appearance only,

Change to read – The scope of the ARB shall be limited to appearance only, and shall work to maintain consistent appearance within the neighborhood.

Change section 4, paragraph 1, last sentence – The use of particle board, plywood, aluminum or artificial brick is expressly prohibited on any portion of any building on any lot in the subdivision.

Change to read – The use of aluminum, vinyl, particle board, plywood, or artificial brick siding is expressly prohibited on any exposed exterior area of any building on any lot in the subdivision. The use of vinyl or aluminum for specific areas and for Fascia and soffit areas will be reviewed by the ARB on a case by case basis.

Change section 5, Temporary structures – No temporary buildings, servant's houses, stables, garages or other buildings shall be erected on any lot within the subdivision to be used for residential purposes prior to the completion of a dwelling on said lot, in accordance with these restrictions.

Change to read- No temporary buildings, including mobile homes, modular homes, recreational vehicles, tents, servant's houses, stables, garages or other buildings shall be erected on any lot within the subdivision to be used for residential purposes prior to the completion of a dwelling on said lot, in accordance with these restrictions.

Change section 6, paragraph 1, last sentence – The back yard is defined in this declaration as beginning at the rear corner of the main body of the dwelling house.

Change to read - The back yard is defined in this declaration as beginning at the rear corner of the main body of the street facing dwelling house. The street side will be considered the front side of all dwellings within the subdivision.

Change section 12, Signs No signs of any kind shall be placed on the lot except signs of not more than five square feet to advertise the lot for sale or builder's signs during construction and prior to the sale of the homes by the developer.

Change to read - No signs of any kind shall be placed on the lot except signs of not more than five square feet to advertise the lot for sale or builder's signs during construction and prior to the sale of the homes by the developer. All such signs shall be of professional quality and not hand written or hand painted.

Temporary yard sale signs can be used for three days and must be removed by the owner promptly.

Section 14 Landscaping.

Add paragraph (1) – Lots of less than 1.5 acre, will be landscaped with sod or grass up to the curb or roads edge and attractively maintained.

Add paragraph (2) – Driveways – All drive ways, will at minimum, have 50 ft. of concrete, asphalt or other hard paved surface area from edge of curb or road entering all lots in the subdivision.

Add paragraph (3) – Utilities – All underground utilities will remain underground and terminate at the dwelling.

In witness whereof, The undersigned as president of the Bulley Creek Farm Home Owners Association, Inc, has caused this Declaration to be executed on this 28th day of June 2011.

By: James M. McCormick
Its: President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned a Notary Public in and for said County in said State, hereby certify that James M. McCormick whose name is President of Bulley Creek Farm Home Owners Association, Inc, an Alabama Corporation, is signed to the foregoing Declaration and who is known to me, acknowledge before me on this day that being informed of the contents of the declaration, he, such as President, with full authority executed the same voluntarily.

Given under my hand and seal this 28 day of June, 2011

Cynthia Carter
Notary Public

My Commission Expires: 9/8/13



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Shelby Cnty Judge of Probate, AL
06/29/2011 02:34:13 PM FILED/CERT

PREPARED BY:
James M. McCormick
PRESIDENT HOA