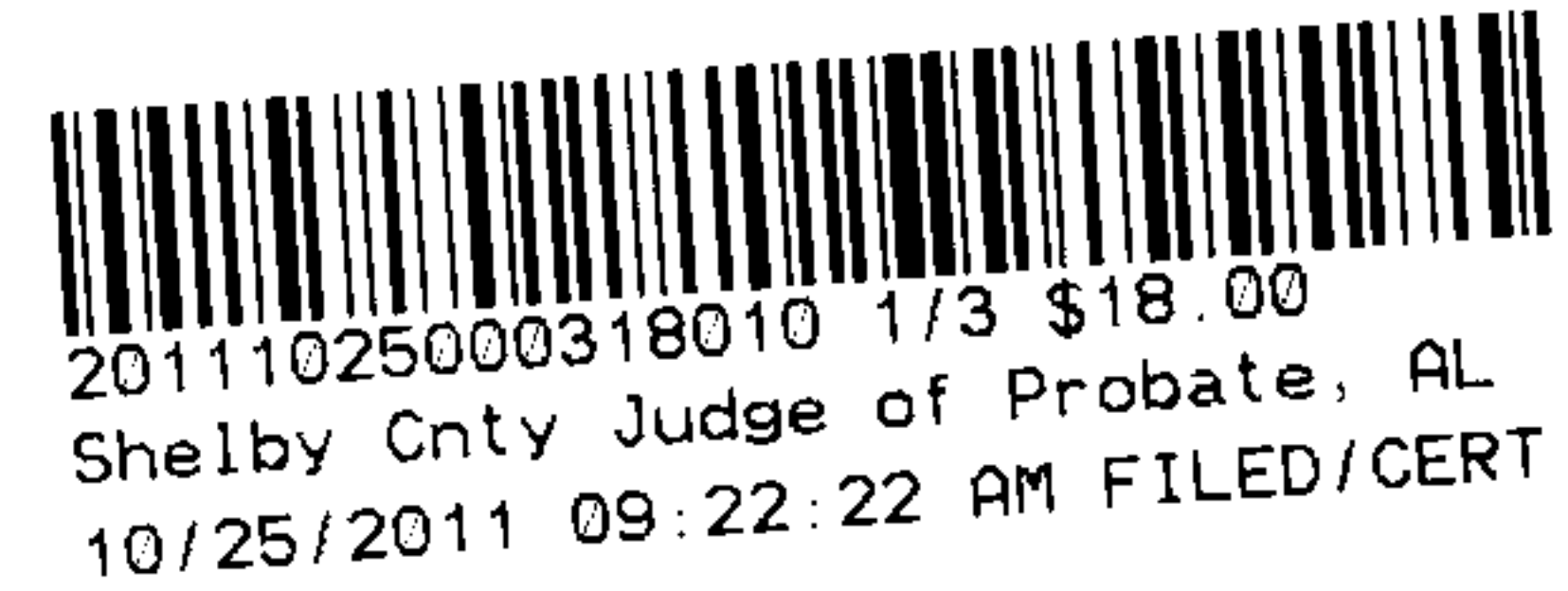


**FIRST AMENDMENT TO THE DECLARATION OF
PROTECTIVE COVENANTS FOR STAGG RUN**

STATE OF ALABAMA)
COUNTY OF SHELBY)



KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, the undersigned AFK Land, LLC, an Alabama limited liability company (which, together with its successors and assigns, is hereinafter referred to as "Developer"), is the owner of all of that certain real property situated in Shelby County, Alabama, which is more particularly described as Stagg Run (the "Property") and which is shown on that Plat Map recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 39, Page 67 A&B, except for those lots described as Lots 6, 8, 27, 17, 21 and 25.

WHEREAS, on December 26, 2007, the original Declarations of Protective Covenants for Stagg Run were filed in the Office of the Judge of Probate of Shelby County, Alabama in Instrument 20071226000576250.

All lots shown on the subdivision plat (the "Subdivision Plat") for the Property are hereinafter referred to individually as a "Lot" and collectively as "Lots" except Lots 6, 8, 27, 17, 21 and 25, which are not owned by the Developer, are hereby specifically excluded from the provisions of this First Amendment to that Declaration of Protective Covenants of Stagg Run and these lots are also hereby excluded from the definition of the "Property". The Property is part of a residential development planned by Developer for all of the real property described in the Subdivision Plat incorporated herein by reference. As used in these Protective Covenants, the term "Development" shall mean and refer to any of the real property described in the above referenced subdivision map which is or may be developed by Developer for "Residential Lots," as hereinafter defined except Lots 6, 8, 27, 17, 21 and 25.

WHEREAS, the Developer desires to subject all of the Property and each Lot located therein to the easements, covenants, conditions, assessments, limitations and restrictions hereinafter set forth in the original Declarations of Protective Covenants for Stagg Run, referred to above and as amended by this First Amendment to Declaration of Protective Covenants for Stagg Run

NOW, THEREFORE, Developer does hereby files this First Amendment to that Declaration of Protective Covenants and limitations for the Property as set forth in these Protective Covenants and does hereby declare that the Property and each Lot located within the Property shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations and restrictions.

The following paragraph shall replace Section 1. 1.05 of the initial Declaration of Protective Covenants in its entirety:

No Lot shall be used except for single-family residential purposes. No dwellings shall



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be erected on any Lot containing less than two thousand and eight hundred (2,800) square feet of living area for a single-story home; and three thousand and six hundred (3,600) square feet for a one and one-half story home, with a minimum square footage of two thousand and six hundred (2,600.00) square feet on the first level. Square footage measurements shall include only the living (heated and cooled) areas of a dwelling but shall not include porches, garages, unfinished basements or decks. All dwellings will have wooden, vinyl clad, solid vinyl or aluminum clad windows. All exteriors will be brick, Hardy Plank siding or stacked stone or an approved combination thereof on all four sides. Gables, cantilevers, chimney chases, dormers and second floor walls above roof lines may be wood, vinyl or composite siding, all subject to the approval of the Committee.

The following paragraph shall be added to Section 5.05 of the initial Declaration of Protective Covenants. All other provisions of the original Section 5.05 shall remain in full force and effect.

In addition to the annual assessments, the special assessments for capital improvements and the individual assessments, all of which are identified in Article V of original Declaration of Protective Covenants For Stagg Run, the Association shall levy a road maintenance assessment in the amount of Five Thousand Dollars (\$5,000.00), upon application for the construction of a residence upon any lot governed by the Protective Covenants and any amendment thereto. The purpose of this road maintenance assessment shall be to defray the costs of any damage that may be done to the private roads located within the Stagg Run subdivision due to the increased traffic, the weight of the vehicles delivering supplies and materials and any other factor(s) associated with construction of residence(s) that would cause damage to the private roads located therein.. This road maintenance assessment shall be due and payable at the time that the application for construction of a residence is made with the proper committee. Should any residence, whether completely or partially constructed, be destroyed or declared a total loss necessitating commencement of new construction of any residence, then the Association shall levy an additional road maintenance assessment in the amount of Five Thousand Dollars (\$5,000.00) to defray the additional costs of any damage that may be done to the private roads located within the Stagg Run subdivision due to the increased traffic, the weight of the vehicles delivering supplies and materials and any other factor(s) associated with construction of residence(s) that would cause damage to the private roads located therein. This road maintenance assessment shall be due and payable at the time that the application for construction of a residence is made with the proper committee.

IN WITNESS WHEREOF, AFK Land, LLC, by its Managing Member who is authorized to execute this Amendment has hereunto set its signature and seal this the 21st day of October, 2011.

ATTEST:

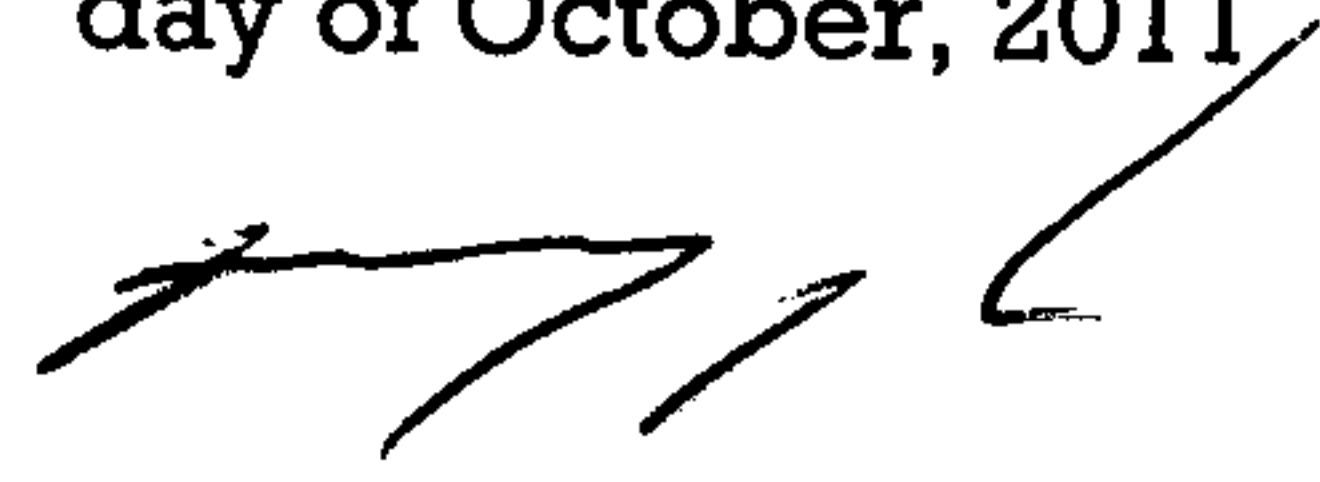
AFK LAND, LLC

It's Managing Member

STATE OF ALABAMA
SHELBY COUNTY

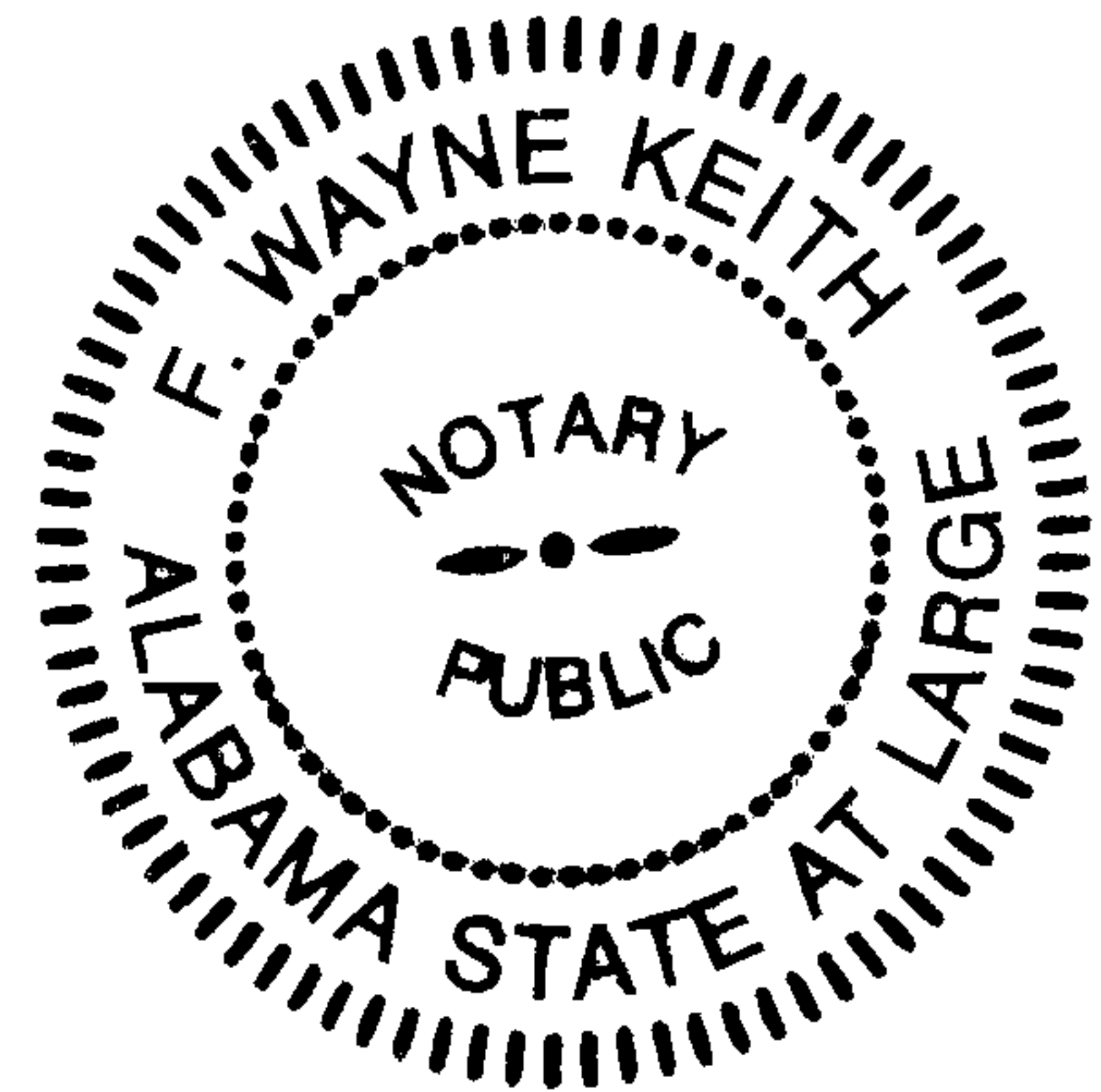
I, the undersigned, a Notary Public in and for said County, in said State hereby certify that David Keith, as Managing Member of AFK Land, LLC, an Alabama limited liability company is signed to the foregoing Amendment and who is known to me, acknowledged before me, that, being informed of the contents of the Amendment, he as such Managing Member and with full authority executed the same voluntarily for and as the act of said limited liability company.


Given under my hand and seal this the 21st day of October, 2011



Notary Public

THIS INSTRUMENT PREPARED BY:
F. Wayne Keith, Attorney
15 Southlake Lane Suite 150
Birmingham, Alabama 35244




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