

AMENDMENT TO GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS OF
SHELBY SPRINGS CAMP WINN SECTOR II, PHASE TWO
SHELBY COUNTY, ALABAMA

WHEREAS, Shelby Springs Stock Farm, Inc., was the original Developer and Owner of Shelby Springs Development situated in Shelby County, Alabama, and recorded in Map Book 26, Page 58;

WHEREAS, it is desired by said Developer to Amend the Protective Covenants governing said Development; and,

WHEREAS, said Protective Covenants, on file in the Office of the Judge of Probate of Shelby County, Alabama, since December 1, 1999, give the Developer the right to modify, release, amend, void, transfer or delegate any and all of the rights, reservations, and restrictions contained therein; and,

WHEREAS, said Protective Covenants, on file in the Office of the Judge of Probate of Shelby County, Alabama, since December 1, 1999, give the Developer the right to modify, release, amend, void, or transfer any one or more of the said covenants, restrictions, or easements at his sole discretion; and,

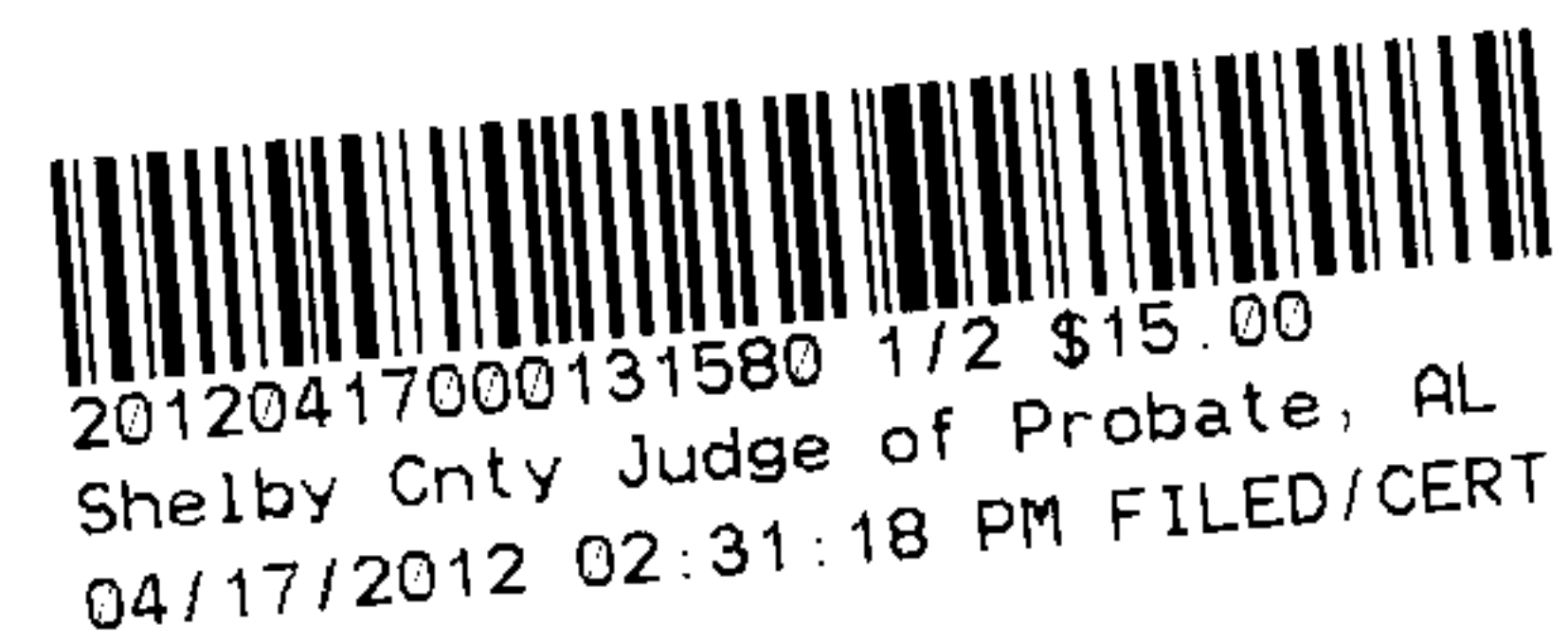
NOW, THEREFORE, the undersigned Shelby Springs Stock Farm, Inc., does establish and file these amendments to the protective covenants or restrictions as to the future use of the lots or parcels of land embraced in said plat, said covenants to continue with the respective lots or parcels, and do hereby give current and future owners the rights to enforce said restrictions as hereinafter set forth:

Protective Covenants of Shelby Springs Camp Winn, Sector II, Phase II, are hereby Amended as follows:

All reference to "Reamer Development Corporation" as "Developer" are hereby amended to read "Shelby Springs Stock Farm, Inc." as "Developer".

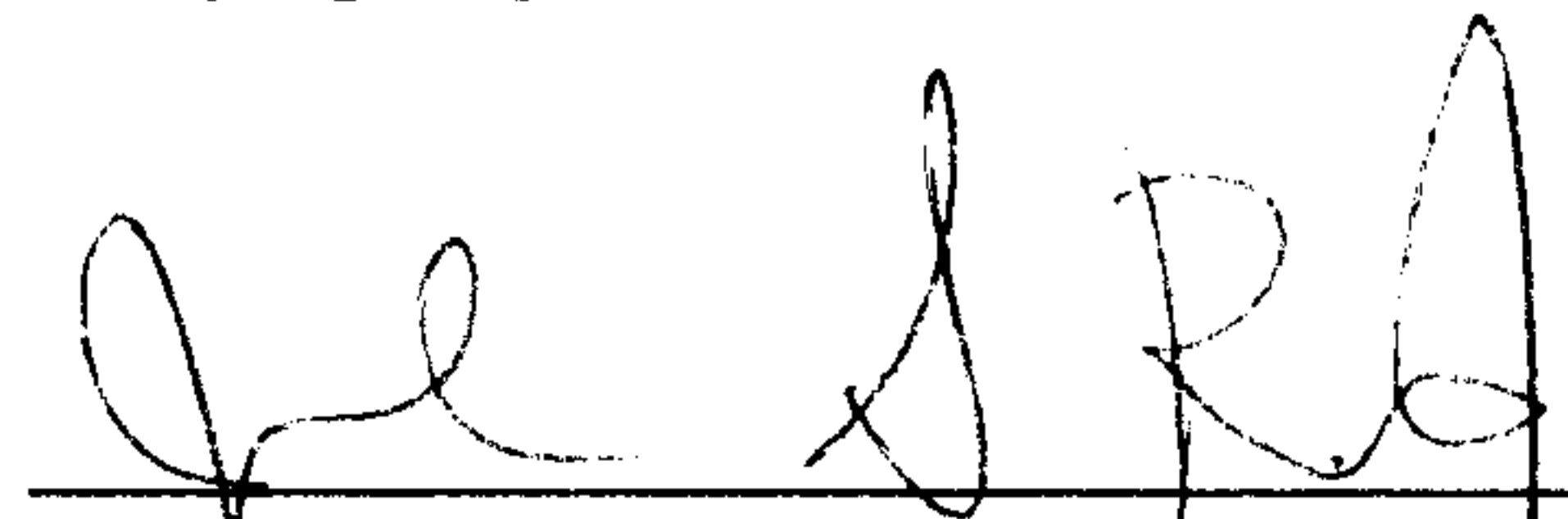
Paragraph 28 is hereby amended, and shall read as follows:

28. **PROPERTY OWNERS ASSOCIATION.** A Property Owners Association was formed on or about July 15, 2010, to wit: Shelby Springs Residential Association, Inc. Said Association was formed to promote community integrity, maintain the entrance and rights-of-ways and for other purposes as determined in the sole discretion of the Developer and/or the Association. The Association shall have the right to assess charges for expenses, maintenance of rights of way, and for any other costs agreed by the Developer, in his sole discretion, until such time as the "property owners" assume control of the Association, and thereafter the Association shall have



the right to assess charges for expenses, maintenance of rights of way, and for any other costs agreed to by two-thirds of the "property owners". Each owner, by acceptance of a deed for any property in this Shelby Springs, Camp Winn, Sector II, Phase II, shall become a member of the Association and is deemed to have covenanted and agreed to pay the Association charges as provided herein. Nothing in this Amendment relieves any current or past "property owner" for Association dues already incurred. These charges together with interest, costs, and reasonable attorney's fees shall be a charge on the land, and shall be a continuing lien upon the property against which each such charge is made. Dues are owed at the time of acceptance of deed, even if the "property owners" have not assumed control of the Association.

IN WITNESS WHEREOF, the undersigned, John Reamer, President of Shelby Springs Stock Farm, Inc., have hereunto set the hand and seals of Shelby Springs Stock Farm, Inc., this the 12th Day of March, 2012.

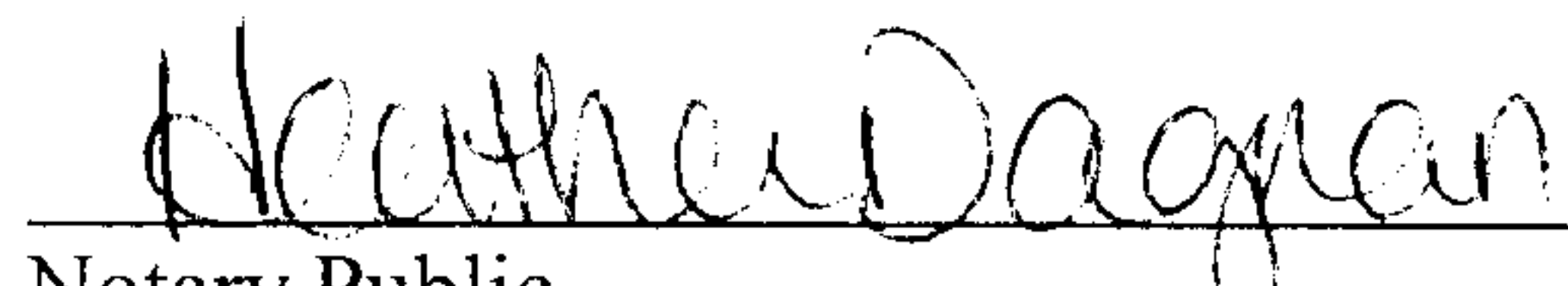


John Reamer (Seal)
President of Shelby Springs Stock Farm, Inc.


STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Reamer, President of Shelby Springs Stock Farm, Inc., whose name is signed to the foregoing instrument adopting protective covenants, who is known to me, acknowledged before me on this day that, being informed of the contents of said instruments, he executed the same voluntarily on the day that same bears date.

Given under my hand and official seal this the 12 Day of March 2012.



Notary Public
My commission expires 3/15/15


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Shelby Cnty Judge of Probate, AL
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