

AMENDMENT TO PROTECTIVE COVENANTS OF
SHELBY SPRINGS LAKELAND SECTOR II
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 24, Page 144, A, B, and C;

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 17, 1998, 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,

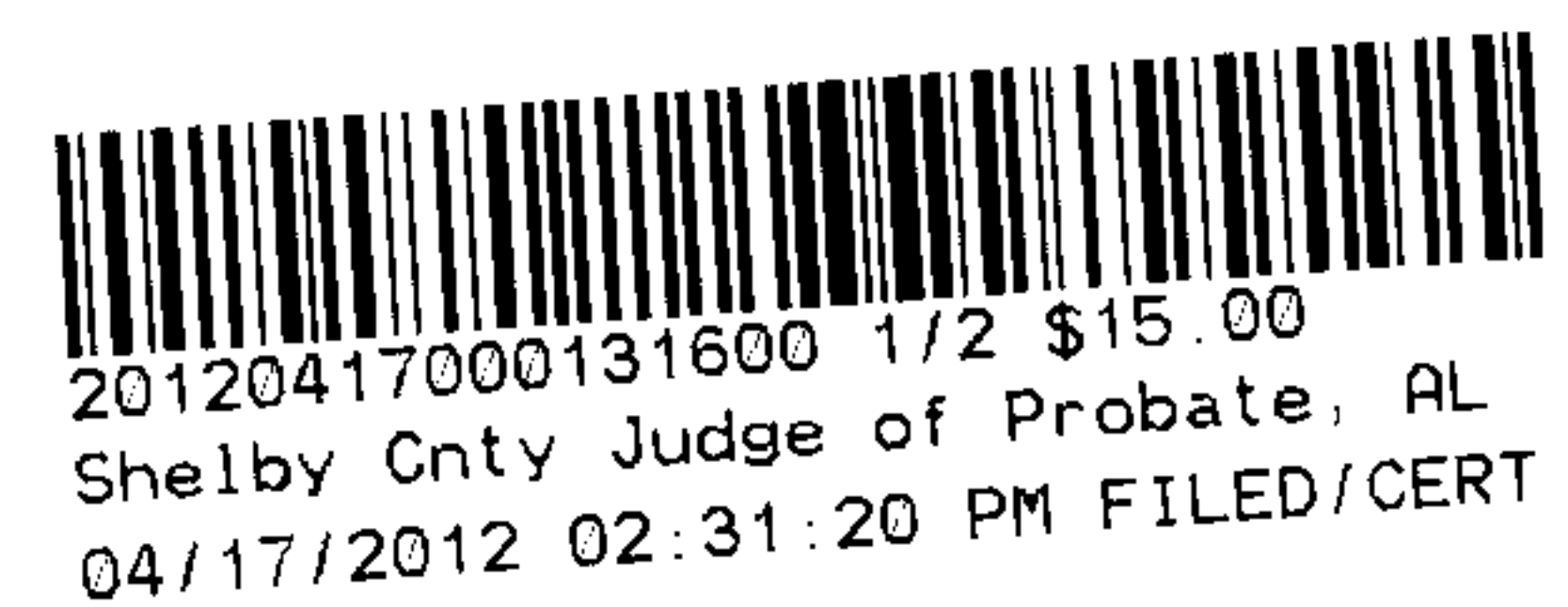
WHEREAS, said Protective Covenants, on file in the Office of the Judge of Probate of Shelby County, Alabama, since December 17, 1998, give the Developer the right to modify, release, amend, void, or transfer any one or more of the said covenants, restrictions, or easements at his sole discretion; and,

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 Lakeland Sector II are hereby Amended as follows:

Paragraph 27 is hereby amended to read as follows:

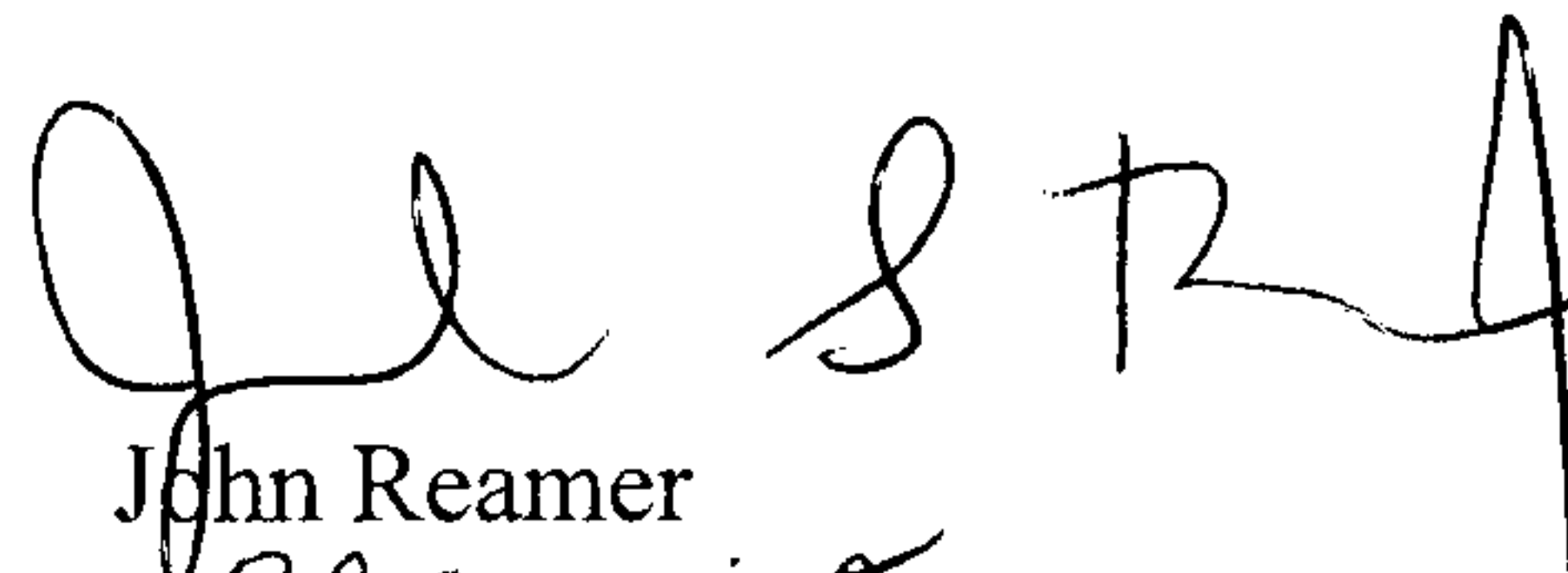
27. **PROPERTY OWNERS ASSOCIATION.** A Property Owners Association was formed on or about July 15, 2010, to wit: Shelby Springs Gated Residential Association, Inc. Said Association was formed to promote community integrity, maintain the entrance and rights-of-ways and for other purposes as determined 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, Lakeland Sector 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 Shelby Springs Stock Farm, Inc., have hereunto set their hands and seals this the _____ Day of _____, 2012.


(Seal)


John Reamer
PRESIDENT

STATE OF ALABAMA)
SHELBY COUNTY)

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

Given under my hand and official seal this the _____ Day of _____, 2012.


Notary Public
My Commission expires 3/15/15



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Shelby Cnty Judge of Probate, AL
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