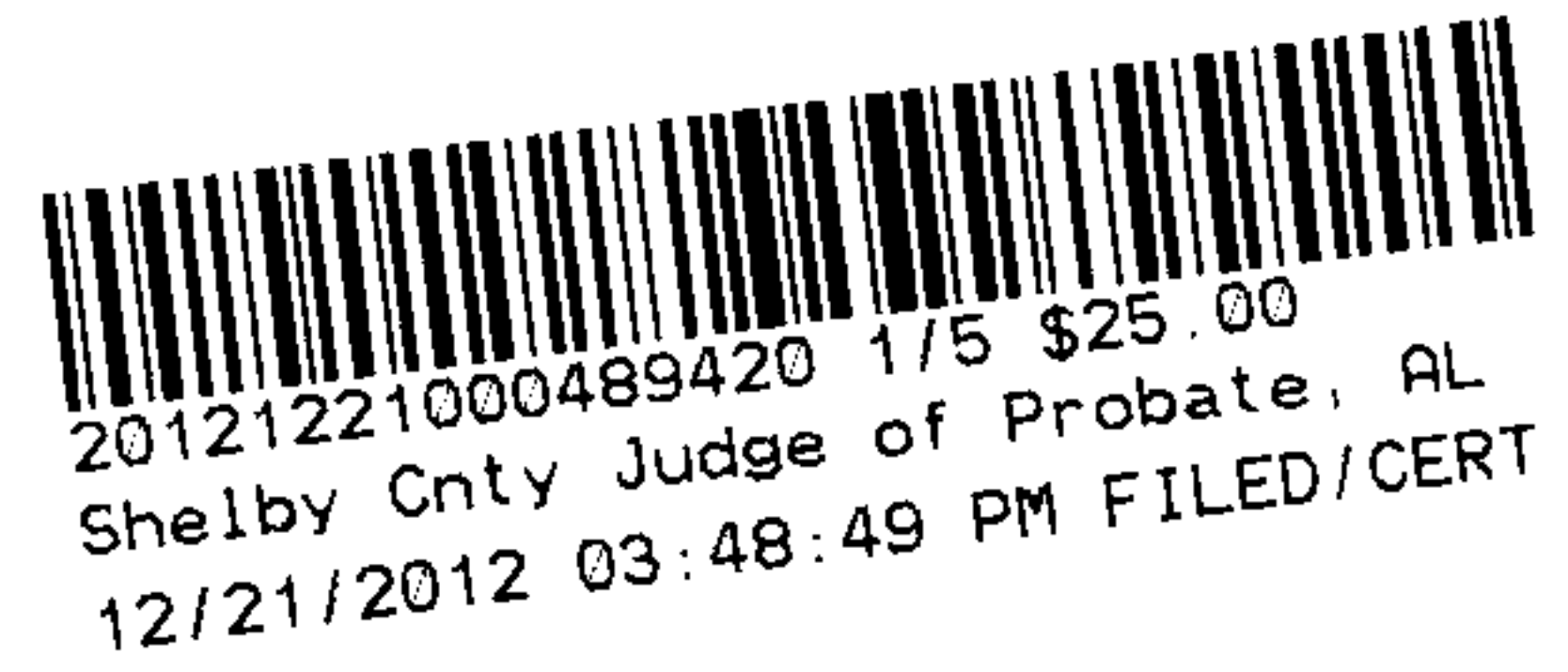


This instrument prepared by:
Clayton T. Sweeney, Attorney At Law
2700 Highway 280 East
Suite 160
Birmingham, AL 35223



STATE OF ALABAMA)
COUNTY OF SHELBY)

**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS
FOR**

SHELBY FARMS, a Residential Subdivision

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR SHELBY FARMS, a Residential Subdivision (hereinafter referred to as the "Declaration") is made as of this 19th day of December, 2012 by **SHELBY LAND & DEVELOPMENT, LLC**, an Alabama Limited Liability Company (hereinafter referred to as the "Developer") and **KEN UNDERWOOD CLASSIC HOMES, INC.** (hereinafter referred to as "Successor Developer" or "Declarant"), who previously filed a Declaration of Protective Covenants for Shelby Farms, a Residential Subdivision, in Instrument Number 20080331000129620, in the Office of the Judge of Probate of Shelby County, Alabama, which, together with all subsequent amendments thereto, is hereinafter referred to as the "Declaration) for the benefit of certain real property situated in Shelby County, Alabama, commonly known as "SHELBY FARMS";

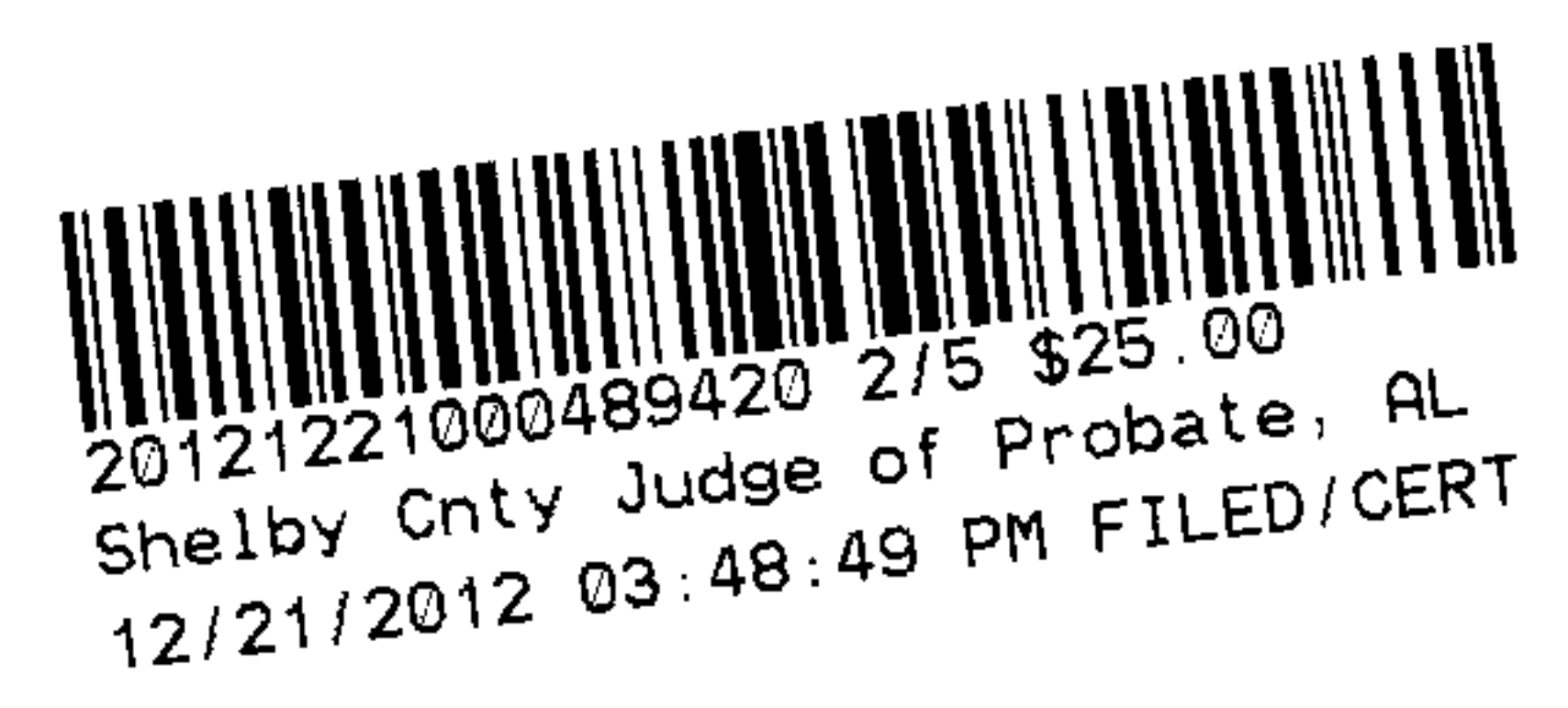
WHEREAS, the undersigned, Developer conveyed Lots 10, 36, 52, 72, 74, 86, 87 and 130, according to the Final Plat of Shelby Farms Subdivision, as recorded in Map Book 38, Page 149, in the Probate Office of Shelby County, Alabama to Ken Underwood Classic Homes, Inc. (Successor Developer) by that certain deed recorded in Instrument No. 2007100400464110, in the Probate Office of Shelby County, Alabama. Pursuant to Section of 1.03 of the Declaration, Developer hereby corrects and amends that certain deed recorded in Instrument No. 2007100400464110, to designate Ken Underwood Classic Homes, Inc. as Successor Developer; and Ken Underwood Classic Homes, Inc. hereby acknowledges that it assumed the obligations of Developer when it accepted said deed. Successor Developer is still the owner of Lots 10, 36, 52, 72, 74, 86, 87 and 130, according to the Final Plat of Shelby Farms Subdivision, as recorded in Map Book 38, Page 149, in the Probate Office of Shelby County, and desires to amend the Original Declaration, as heretofore recorded and in accordance with Article XI paragraph 11.01 **Amendment by Developer.**

NOWTHEREFORE, The Declarant, together with the Shelby Farms Homeowners Association, Inc. (the "Association"), do, upon the recording hereof, declares and hereby amends the following Articles of the Declaration:

1. Article V paragraph 5.06 is hereby amended by deleting the original language in its entirety and substituting in its place the language to read as follows: The Assessments provided for herein shall commence as to each Lot or Dwelling on the day such Lot or Dwelling is conveyed to a person other than the Developer and shall be due and payable in such manner and on such schedule as may be established from time to time by the Board of the Association. Annual Common Area Assessments and any outstanding extraordinary Common Area Assessments shall be adjusted for each Lot or Dwelling in accordance to the number of days then remaining in the month in which such Lot or Dwelling is conveyed. Notwithstanding anything provided herein to the contrary, Developer shall not be responsible for the payment of any Special Assessments or the payment of annual or extraordinary Common Area Assessments on any Lots or Dwellings which it or its affiliates own in the Development. Furthermore, for so long as Developer is the Owner of any Lot or Dwelling within the Development, Developer shall have the option to either pay annual Common Area Assessments on Lots or Dwellings owned by Developer or fund any deficits which may exist between the total amount of annual Common Area Assessments assessed to all other Owners and the actual costs incurred by the Association for Common Area Expenses and Limited Common Area Expenses for the Development. At such time as Developer no longer has any interest in any Lot or Dwelling within in the Development, Developer shall have no further obligation of any nature to any Assessments or otherwise fund any deficits relating to the Common Area Expenses, the Limited Common Area Expenses, the Common Area or the Limited Common Areas.

2. Article III Paragraph 3.2 (a) is hereby amended by deleting the original language and substituting in its place to read as follows: All architectural review and control functions shall be administered and performed by the Architectural Control Committee (the "Committee"). The Committee shall be composed of three (3) members, and at all times, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided however, that Ken Underwood and John Mayhall reserve the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property until Developer or a Successor Developer elects to terminate its control of the Committee or until Ken Underwood Classic Homes, Inc., and Mayhall Builders, Inc., their respective successors or assigns, no longer own any Lots within the Development whichever shall occur later. After control of the Committee has been terminated, as aforesaid, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association.

Whereas, John Mayhall has resigned from the Committee and Mayhall Builders, Inc. no longer owns any Lots within the Development, Ken Underwood and Valerie Moose, being the remaining members of the Committee. The remaining members hereby appoint J.R. Adams, Connor Farmer and David Keith as members of the Committee and



simultaneously with recordation of this amendment, the remaining members, Ken Underwood and Valerie Moose resign as members of the Committee.

All other terms and conditions of the Declaration shall remain in full force and effect unaltered.

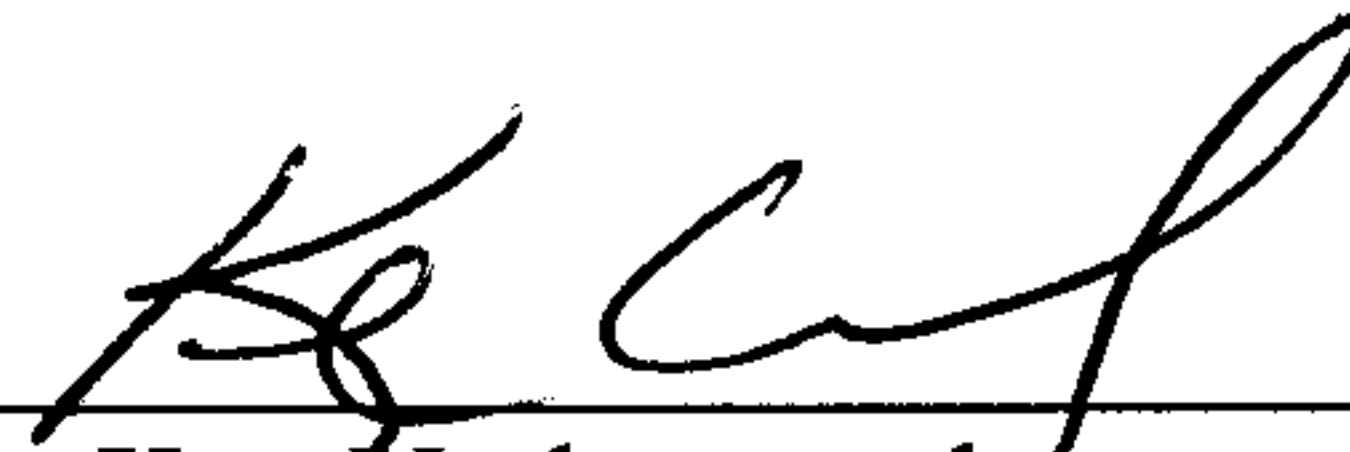
Declarant hereby declares that said provisions of the Original Declaration as so amended shall run with the land and be binding upon, and shall inure to the benefit of, the Subject property and all parties having or acquiring any right, title or interest in and to the Subject property or any part thereof, and their successors in interest.

The Association has joined in the execution of this Amendment for the purpose of evidencing its written approval of the amendments contained herein and does authorize the filing of this Amendment with the Office of the Judge of Probate of Shelby County, Alabama.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment to the Declaration as of the date first above written.

Developer

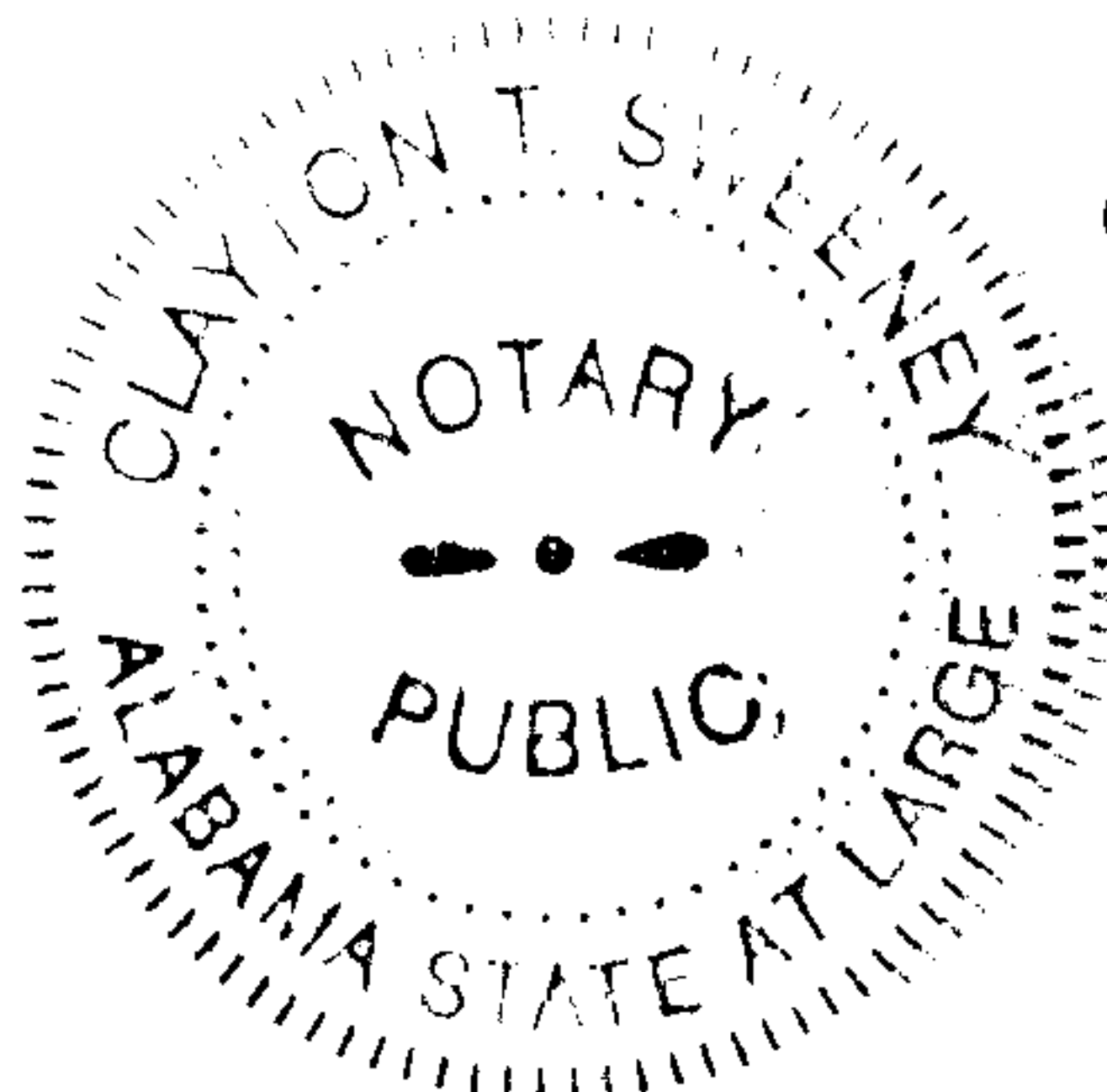
Shelby Land & Development, LLC
an Alabama Limited Liability Company

By: 
Ken Underwood
Managing Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ken Underwood, whose name as Managing Member of Shelby Land & Development, LLC, an Alabama Limited Liability Company, 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, 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 of office this the 19th day of December, 2012.

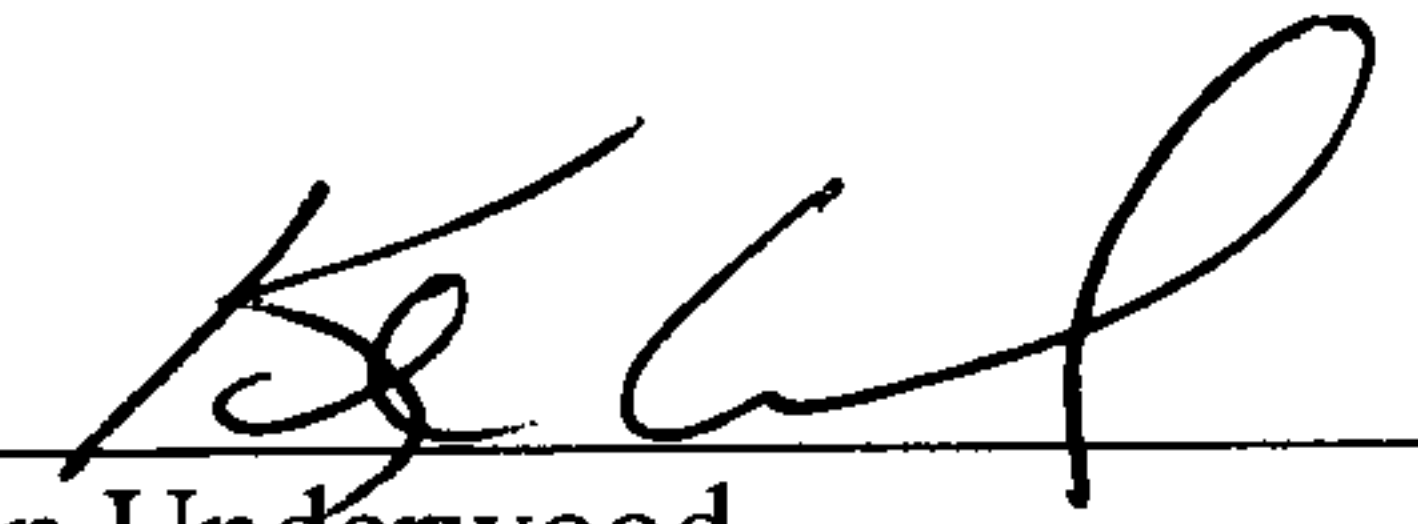



Notary Public
My Commission Expires: 6/5/2015


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Successor Developer/Declarant

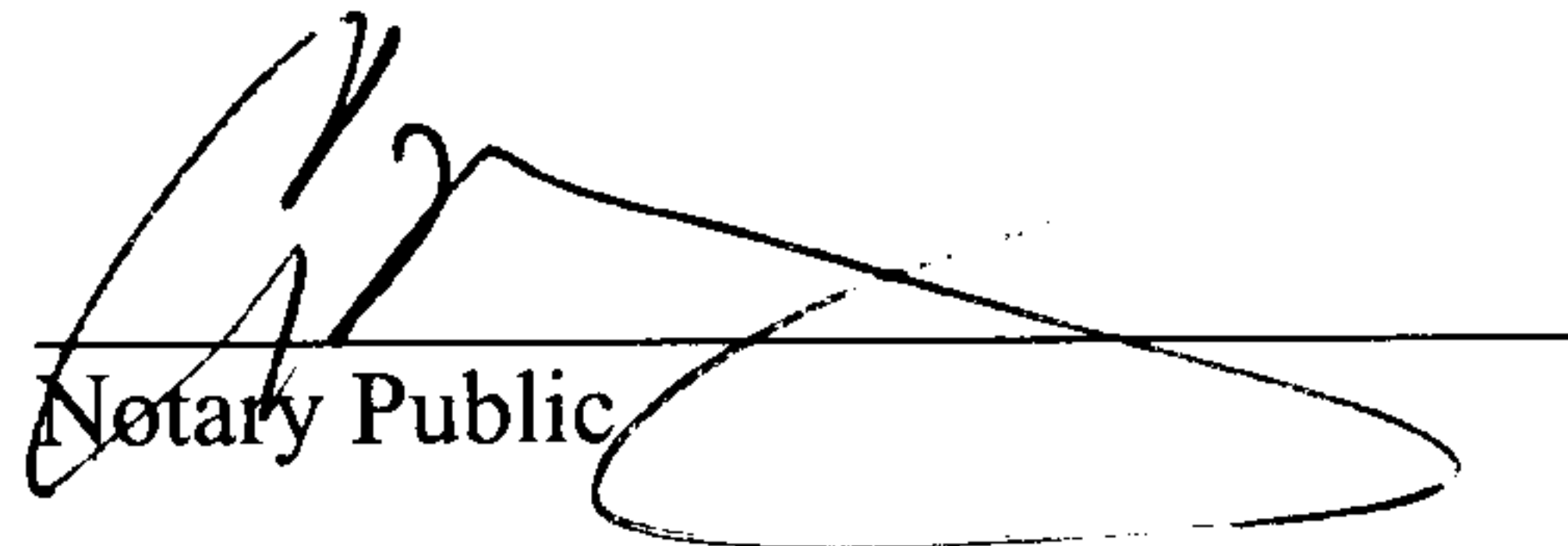
Ken Underwood Classic Homes, Inc.
an Alabama Corporation

By: 
Ken Underwood
President

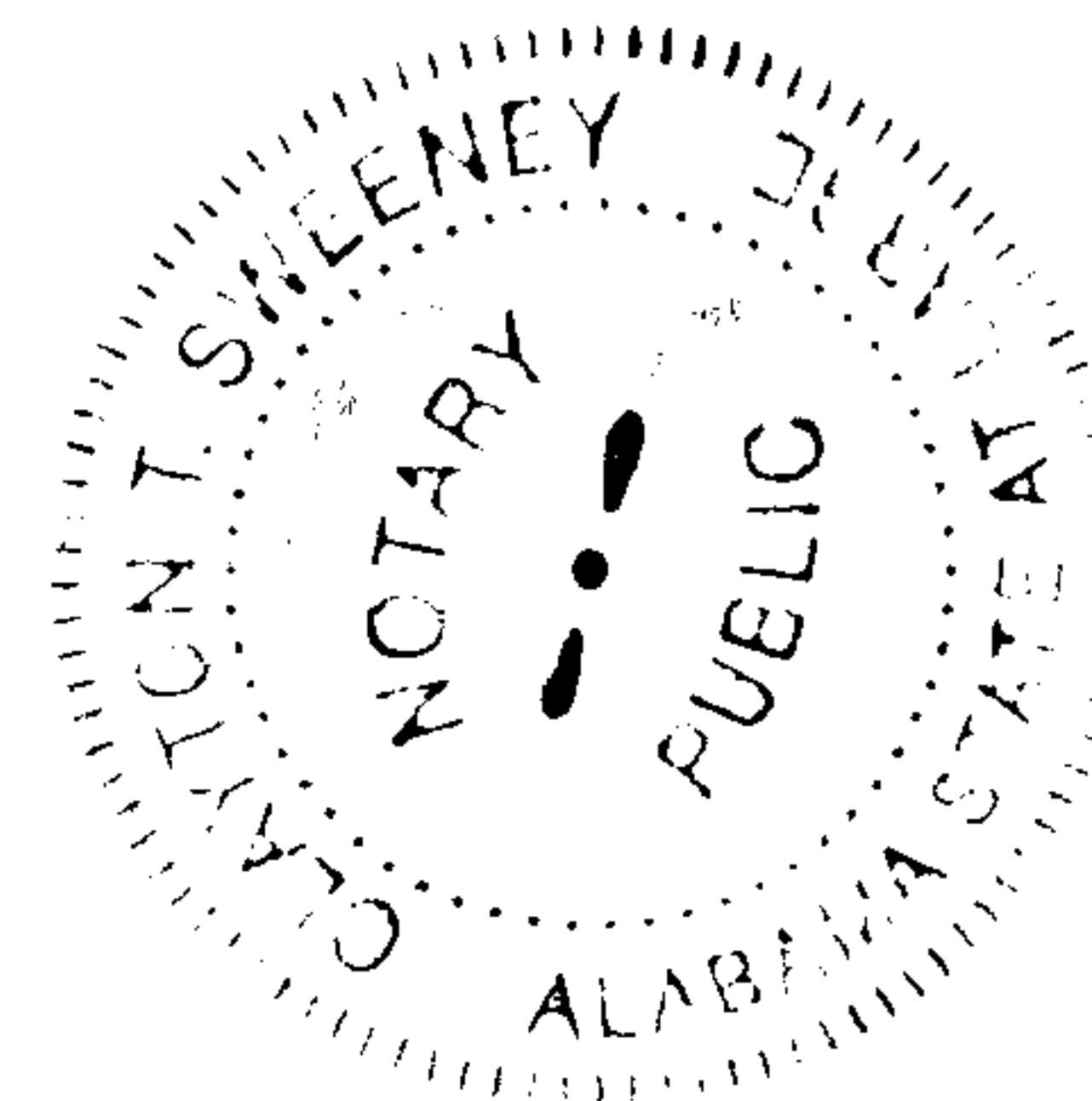
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ken Underwood, whose name as President of Ken Underwood Classic Homes, Inc., an Alabama 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, he, 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 the 19th day of December, 2012.

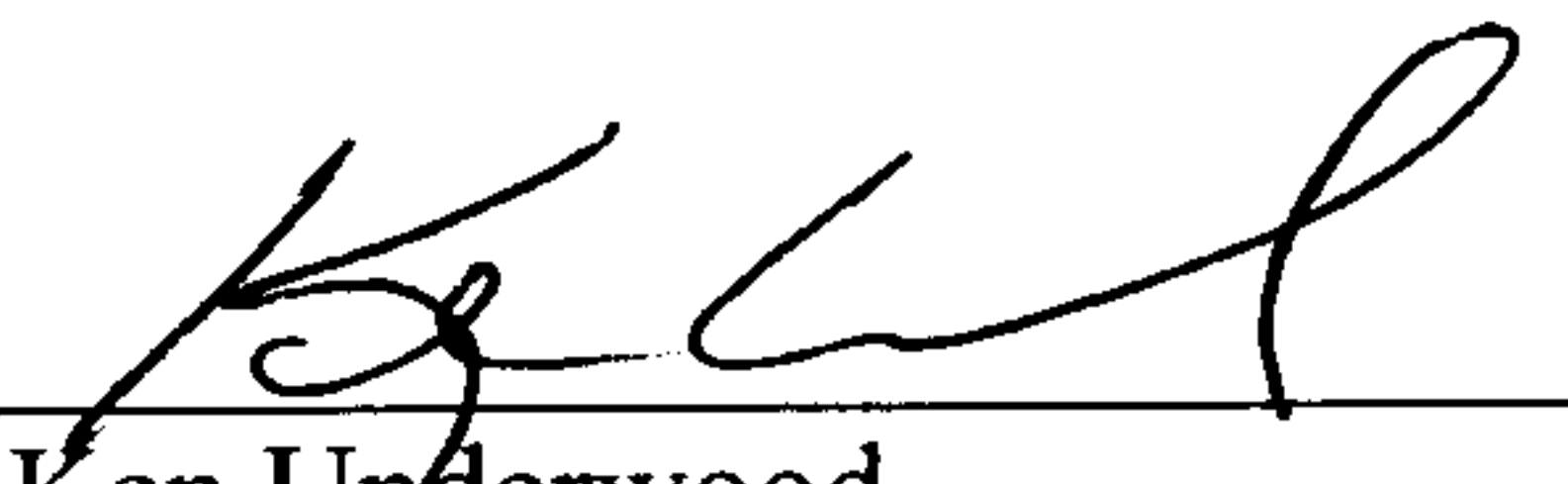

Notary Public

My Commission Expires: 6/5/2015




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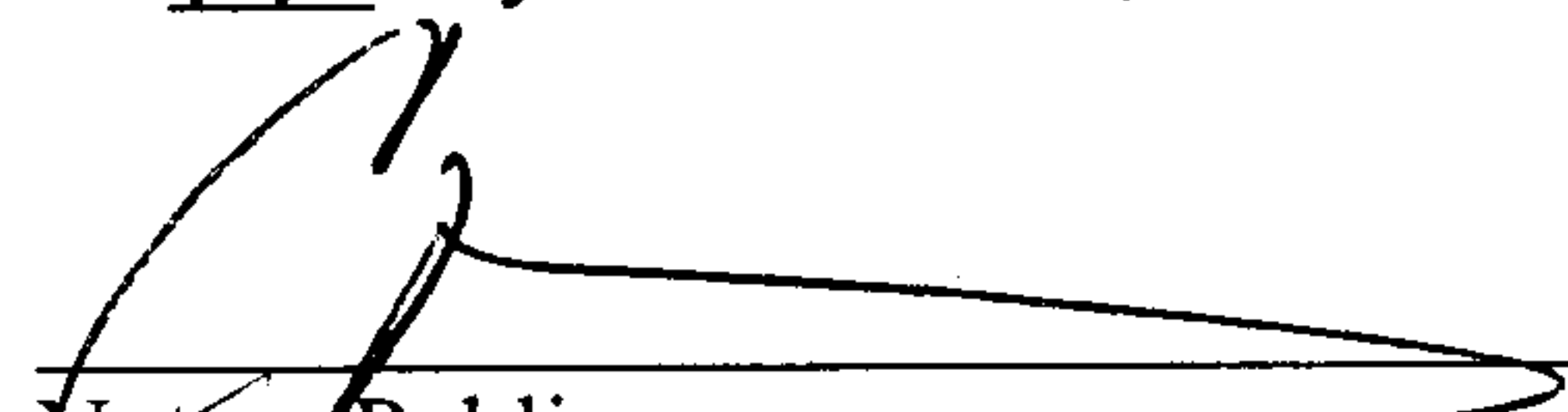
ASSOCIATION
SHELBY FARMS HOMEOWNERS
ASSOCIATION, INC.

By: 
Ken Underwood,
Its: President

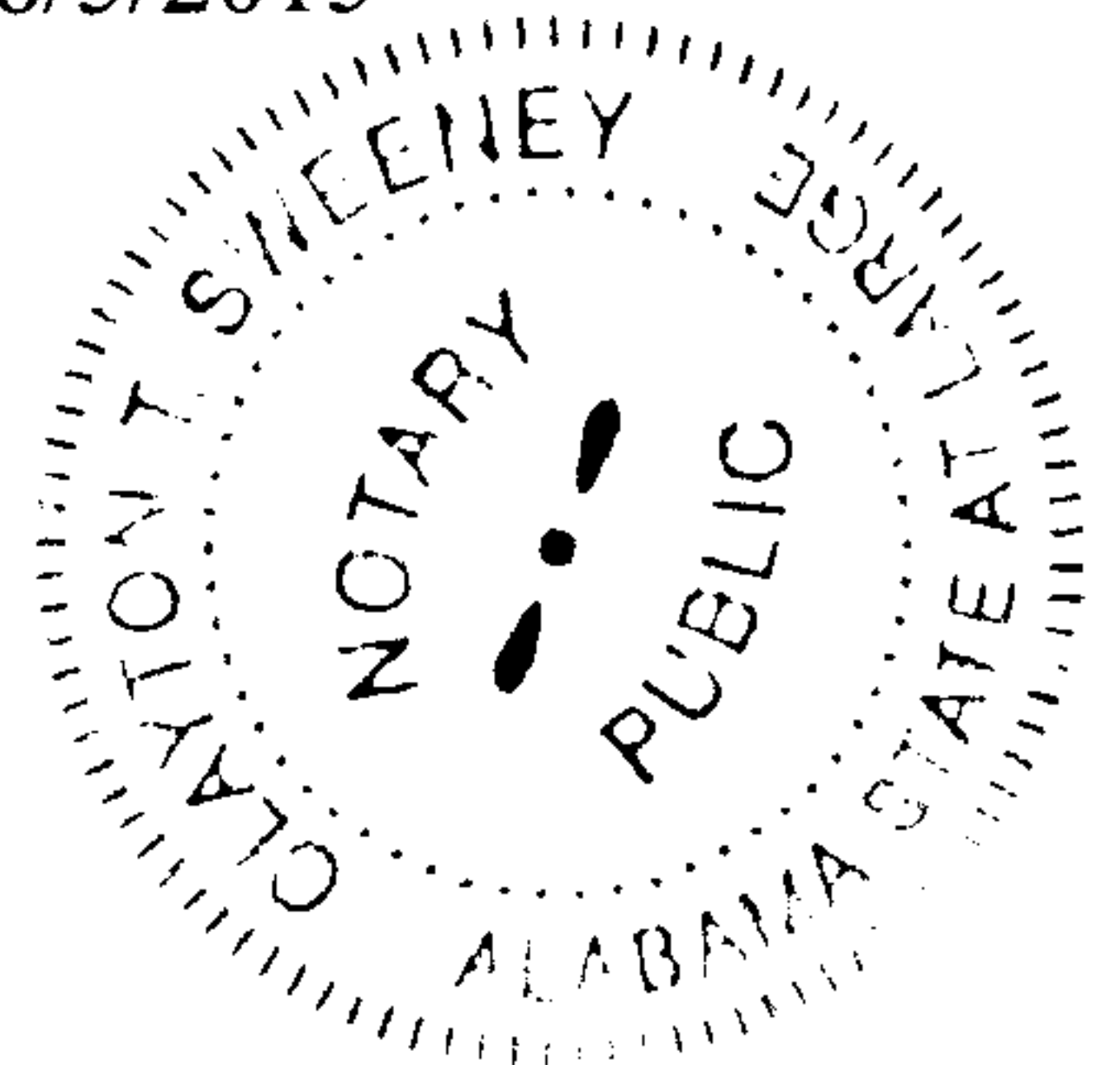
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ken Underwood, whose name as President of Shelby Farms Homeowners Association, Inc., an Alabama Nonprofit 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.

Given under my hand and seal of office this the 19th day of December, 2012.


Notary Public

My Commission Expires: 6/5/2015




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Shelby Cnty Judge of Probate, AL
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