

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

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RESTCOVNAMEN 1/6

**NINTH AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION  
OF PROTECTIVE COVENANTS FOR  
STERLING GATE SUBDIVISION AND  
CEDAR GROVE AT STERLING GATE**

**THIS NINTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR STERLING GATE SUBDIVISION AND CEDAR GROVE AT STERLING GATE** is made and entered into as of the 20<sup>th</sup> day of January, 2017, by **FARRIS MANAGEMENT COMPANY, INC.**, an Alabama corporation (the "Developer"), by President Mary F. Roensch.

**RECITALS:**

**WHEREAS**, the Developer has heretofore executed the Amended and Restated Declaration of Protective Covenants for Sterling Gate Subdivision and Cedar Grove at Sterling Gate dated May 24<sup>th</sup>, 2005 (the "Declaration"), which has been recorded as Instrument No. 2005052400025320 in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

**WHEREAS**, the Developer desires to submit Additional Limited Common Area Property to the terms and provisions of the Declaration, as provided in Section 1.09, 2.02, 2.05, and 4.04 of the Declaration.

**NOW, THEREFORE**, in consideration of the premises, the Developer does hereby amend the Declaration as follows:

**1. ARTICLE I. Definitions.**

- a. **1.21 Limited Common Area.** The term "Limited Common Area" shall mean and refer to all Common Areas that are intended to benefit the Lots or Dwellings in less than all of the Sectors of the Development and may be subject to additional provisions of membership as decided by the Board (or the Developer, if prior to the turnover date), their appointed committees, their respective heirs, executors, administrators, personal representatives, successors, and assigns.
- b. **1.22 Limited Common Area Expenses.** The term "Limited Common Area Expenses" shall mean and refer to all expenditures made or incurred on behalf of the Association or relevant Committees in connection with the membership, enforcement, maintenance, repair, improvement, alteration, operation and management of Limited Common Areas, including, without limitation, those expenses described in Section 9.04, together with all funds

assessed for the creation or maintenance of reserves pursuant to the provisions of this Declaration.

- c. **1.23 Limited Common Area Assessments.** The term "Limited Common Area Assessments" shall mean and refer to all assessments, annual, special, or individual, that shall relate directly to the membership, enforcement, maintenance, repair, improvement, alteration, operation and management of Limited Common Areas.
- d. **1.24 Pool and Clubhouse Committee.** The term "Pool and Clubhouse Committee" shall mean the committee appointed pursuant to provisions included in this Ninth Amendment with the rights and obligations conferred upon such committee pursuant to this Declaration. The Pool and Clubhouse Committee shall hereinafter be referred to as the "PCC".

2. **Additional Property.**

- a. Pursuant to the terms of Sections 1.09, 2.02, 2.05, and 4.04 of the Declaration, the Developer does hereby declare that the real property described on Exhibit "A" attached hereto and incorporated herein by reference (the "Additional Property") shall be held, developed, improved, transferred, sold, conveyed, leased, occupied, managed, and used subject to all of the easements, covenants, conditions, restrictions, charges, and regulations set forth in the Declaration, all subsequent amendments, and this Ninth Amendment, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors, and assigns.
- b. The Additional Property described on Exhibit "A" attached hereto shall be designated as "Limited Common Area". For purposes other than membership, management, access, egress, ingress, use, and Limited Common Area Assessments and Expenses, the "Limited Common Area" shall be treated as "Common Area" per the Declaration and all subsequent amendments, unless stated otherwise.
- c. The Additional Property described on Exhibit "A" attached hereto and the original Property described in the Declaration (and all subsequent amendments) shall, for purposes of this Declaration, collectively be referred to as "the Property" and all references in the Declaration to "the Property" shall mean the original Property as described in the Declaration as well as the Additional Property described herein.
- d. The Additional Property described on Exhibit "A" attached hereto shall be subject not only to the Declaration, all subsequent amendments, and this Ninth Amendment, but also the policies, procedures, regulations, and requirements of the Pool and Clubhouse Committee as created herein, and as empowered by the Board (or the Developer, if prior to the turnover date).
- e. The Additional Property described on Exhibit "A" attached hereto is comprised of a pool, clubhouse, tennis courts, parking area, and landscape elements included on the grounds of the lot as described in the legal



description. These property elements shall be referenced henceforth as "Additional Property", "Limited Common Area", and "Pool and Clubhouse".

**3. Pool and Clubhouse Committee.**

- a. **Committee Composition.** The Pool and Clubhouse Committee (the "PCC") shall consist of no more than five persons. The members of the PCC must all be members of the Association and be Lot Owners. Each member of the PCC shall hold office until his successor shall have been appointed and qualified.
- b. **Appointment and Removal of PCC Members.** Prior to the turnover date, the Developer shall have the sole and exclusive right to appoint and remove, with or without cause, at any time and from time to time, all members of the PCC. Until such turnover, the number of members of the PCC shall be determined solely by the Developer. Following the turnover date, the Board shall have the sole and exclusive right to appoint and remove, with or without cause, at any time and from time to time, all members of the PCC.
- c. **Delegation of Authority.** All individuals serving on the PCC shall be deemed to be agents and representatives of the Association. The PCC shall have the right from time to time to adopt and establish such rules and regulations as may be determined to be necessary concerning the procedure, notice of meetings, and all other matters concerning the conduct of business of the PCC, which includes, without limitation, the membership, management, use, rental policies, and Limited Common Area Assessments and Expenses associated with the Pool and Clubhouse Limited Common Area.
- d. **Professionals.** The PCC may from time to time hire or engage professionals to provide services with respect to or for the benefit of the PCC. Any such professionals may be paid reasonable compensation for all services rendered to, on behalf of, or for the PCC. Any such compensation payable to such professionals shall be paid first from any Limited Common Area Expenses to the Pool and Clubhouse and the deficit, if any, shall constitute common expenses of the Sterling Gate Homeowners Association, Inc.
- e. **Additional Rules and Regulations.** The PCC may from time to time and at any time, enact and adopt additional rules, regulations, and requirements relating to the Pool and Clubhouse, including, but without limitation, its membership, management, use, rental policies, and Limited Common Area Assessments.

**4. Pool and Clubhouse Membership.**

- a. **Governance.** The Pool and Clubhouse located on the Additional Property described on Exhibit "A" attached hereto shall be governed by this Declaration, all subsequent amendments, this Ninth Amendment, and any guidelines issued by the Board as enacted by the PCC. The PCC's authority shall be derived directly from and shall answer to the Board (or the Developer, if prior to the turnover date).

- b. **Membership.** Membership (access, ingress, egress, use, and all other forms of physical interaction) to the Pool and Clubhouse located on the Additional Property described in Exhibit "A" attached hereto and all associated Limited Common Area Assessments shall be on a voluntary basis and shall be regulated according to the guidelines of the PCC.

5. **Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, and all subsequent amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Ninth Amendment to Amended and Restated Declaration of Protective Covenants for Sterling Gate Subdivision and Cedar Grove at Sterling Gate to be executed as of the day and year first above written.

FARRIS MANAGEMENT COMPANY, INC.,  
an Alabama Corporation

By Mary F. Roensch  
Mary F. Roensch  
President, Farris Management Co. Inc.

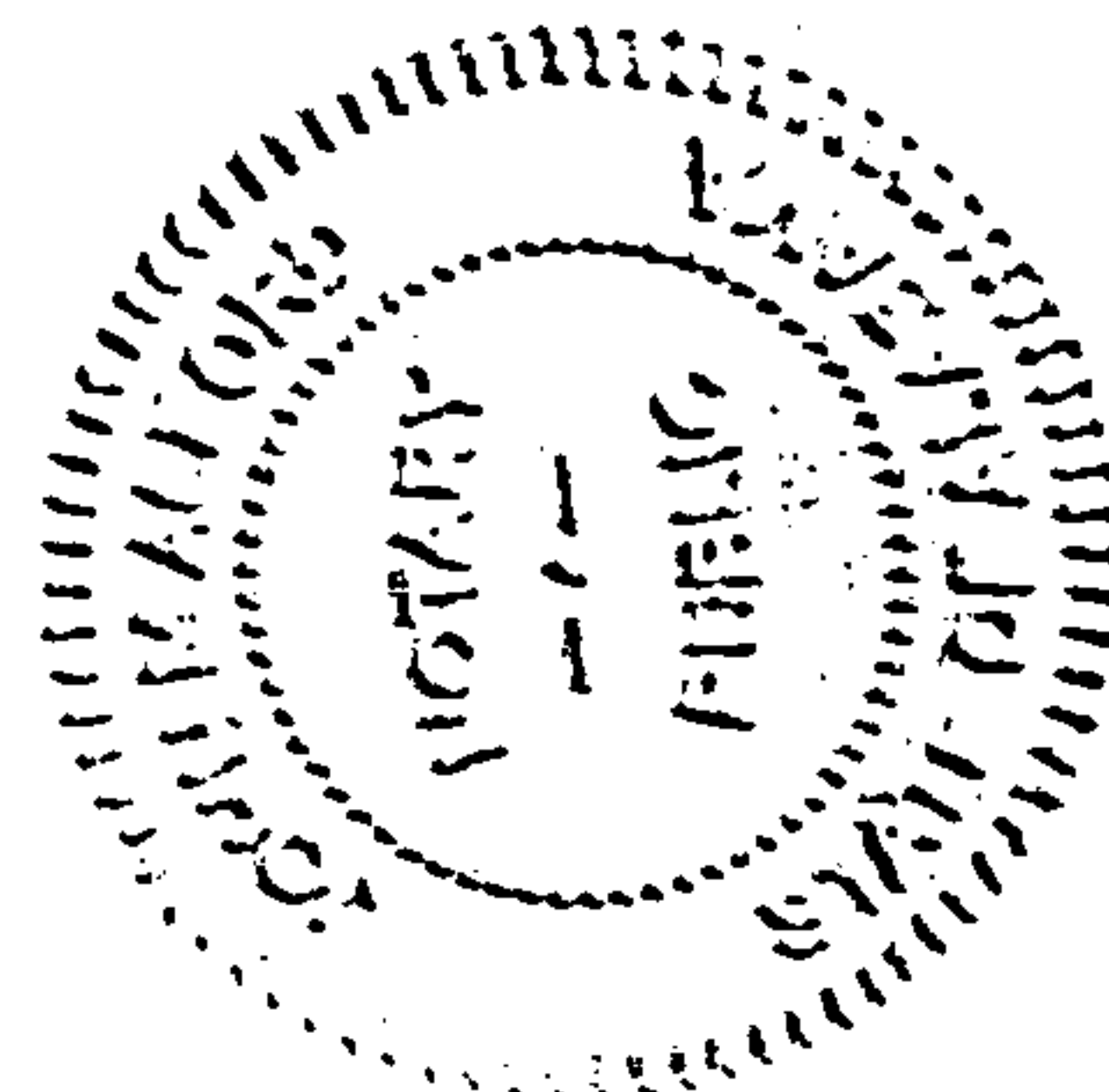
STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that MARY F. ROENSCH, whose name as President of Farris Management Co. Inc., an Alabama corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that being informed of the contents of such conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 20 day of January,  
2017.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

JOHN M ALFORD  
NOTARY PUBLIC  
STATE OF ALABAMA  
MY COMMISSION EXPIRES APRIL 21, 2018



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**EXHIBIT A**

**LEGAL DESCRIPTION OF ADDITIONAL PROPERTY  
DESIGNATED AS  
LIMITED COMMON AREA**

Lot ST-1 according to map of Sterling Gate, Sector 3, Phase 3 as recorded in Map Book 29, Page 147 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
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\$30.00 CHERRY  
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A handwritten signature in black ink, appearing to read "J. W. Fuhrmeister", is written over the typed name of the Probate Judge.