


This instrument prepared by:  
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Birmingham, AL 35223

STATE OF ALABAMA)  
COUNTY OF SHELBY)

  
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Shelby Cnty Judge of Probate, AL  
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**AMENDMENT TO THE RE-STATED  
DECLARATION OF PROTECTIVE COVENANTS  
RESTRICTIONS AND EASEMENTS FOR  
COURTYARD MANOR**

THIS AMENDMENT TO THE RE-STATED DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COURTYARD MANOR, (hereinafter referred to as the "Declaration") is made as of this 15<sup>th</sup> day of February, 2018 by **Little Narrows, LLC**, an Alabama Limited Liability Company (hereinafter referred to as the "Developer" or "Declarant"), who previously filed a Declaration of Protective Covenants, Restrictions and Easements for Courtyard Manor (the "Declaration") in Instrument No. 20051019000542800, and amended by First Amendment to the Declaration of Protective Covenants, Restrictions and Easements recorded in Instrument No. 20090602000208030 and Second Amendment to Protective Covenants, Restrictions and Easements known as the Re-Styled Declaration of Covenants, Restrictions and Easements for Courtyard Manor as recorded in Instrument No. 20121129000456810, 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 "Courtyard Manor" the original plat of which is recorded in Map Book 35, Page 44, in the Probate Office of Shelby County, Alabama, and any amendments or subsequent plats thereof.

**WHEREAS**, the undersigned, Little Narrows, LLC, as Developer does hereby make the following changes to the Restated Declaration of Protective Covenants, Restrictions and Easements for Courtyard Manor as recorded in Instrument No. 20121129000456810, in the Probate Office of Shelby County, Alabama;

**NOWTHEREFORE**, the Declarant does, upon the recording hereof, declare and hereby amend the following Articles of the Declaration:

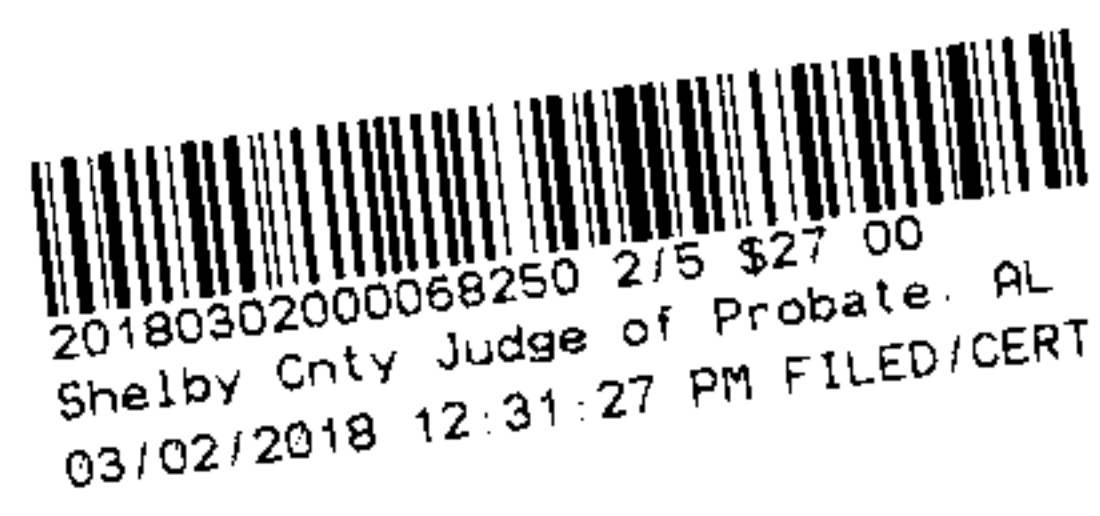
1. Article I, Section 2 sub-paragraph (a) entitled "Dwelling and Building Location" is hereby deleted in its entirety and replaced with the following:

All home plans used in the subdivision "Courtyard Manor" shall be consistent with the existing "Old World" architecture and shall be approved by the Architectural

excess of 12 hours. Under no circumstances shall automobiles be routinely parked on subdivision streets.

2. Article I, Section 10 (f) is hereby amended to insert the words “or retaining walls” in the first sentence after “Decorative walls connecting dwellings.” Section 10 (f) is further amended to add as the last sentence the following: “These walls, once constructed, shall be maintained by the lot owner to ensure the overall structural integrity and external appearance thereof.”
3. Article I Section 14 entitled “Sale of Lots” is hereby amended to be entitled “Construction.” The content of said Article I Section 14 is hereby deleted in its entirety and replaced with the following: Construction of dwellings within the subdivision shall only be permitted where the builder has the prior approval of the ACC.
4. Article I Section 16 entitled “No weed, underbrush or dead trees or other unsightly growth” is hereby amended to insert the word “Trees” after the word ‘cutting” in the 5<sup>th</sup> line which begins with cutting underbrush, so that it now reads cutting trees, underbrush, ...
5. Article I Section 32 is hereby amended pursuant to the terms of Section 32 which gives the Developer the right to amend the Declaration. The following sentences are added the end of Section 32 to read as follows: “At any time prior to termination of the Control Period, the Developer may file the necessary documents to incorporate the Association, which shall be identified as the “Courtyard Manor Homeowners’ Association, Inc. At the time of the termination of the Control Period, the Association will assume the role of the “Developer” and shall have full power to enforce the Covenants. The Architectural Control Committee shall continue to approve all house plans and other authority granted to it under Section 32(A) and under the Declaration.
6. Article II Section 1. Entitled “Formation” is hereby deleted in its entirety and replaced with the following:

Formation: In the event that the Developer has not formed the Association prior to the end of the Control Period in accordance with Article I Section 32, the owner occupants of lots in the subdivision shall form an Association which shall be identified as “Courtyard Manor Homeowners’ Association, Inc.” and each lot owner shall be a member of the Association and subject to all Re-Stated Covenants, Conditions, Restrictions, limitations, rules and regulations and By-Laws of the Association.



- (a) The initial members of the Board of the Association will be appointed by the Developer in accordance with Article I, Section 32.
  - (b) Total members for the Board will be not more than five (5) nor less than three (3). The initial Board of the Association as appointed by the Developer shall consist of three (3) members. Each member will serve one (1) year terms. New Board members will be elected annually at the Annual meeting by the lot owners. The Board members will be elected to serve a minimum of a one (1) year term. The Board will provide notice of the annual meeting time and date along with a list of Board candidates to all lot owners no later than thirty (30) days prior to the Annual Member Meeting. A nomination committee will provide to the Board no later than 45 days before the Annual Member Meeting list of lot owners desiring to run for the Board; New Board member positions shall become effective January 1<sup>st</sup> following the Annual Members meeting.
  - (c) Elected members will annually elect the following positions: President, Vice-President, Secretary, Treasurer and Chairperson of the Architectural Control Committee (ACC) for a one year term. All members elected into these positions must be in good standing with all payments of the association assessments.
  - (d) The Annual Member Meeting shall be held on or before October 31<sup>st</sup> of each year. The Agenda of meeting will include the election of new board members, budget overview and dues for upcoming calendar year, the Architectural Control Committee update, other new business, and other old business. Only lot owners whom are in good standing with the payment of association assessments shall be permitted to vote. Lots owners whom are present or those who have submitted a proxy before the meeting shall be allowed to vote on the items raised during the Annual Member Meeting. Items raised for a vote during the meeting shall be decided by a simple majority vote unless stated otherwise in the covenants or bylaws. Lot owners shall be entitled to only one vote per household, regardless of the number of lots owned.
7. Article III Section 4 is hereby amended to add the following sentence as the end of the section: "Non-Improved lot will be assessed at one half (50%) of the dues assessed improved lots."
8. Article IV entitled "AMENDMENT OF DECLARATION" Section 1 thereof is hereby deleted in its entirety and replaced with the following:

**Section 1. Amendments may be proposed** by written instrument signed by the owners of not less than one-fourth (1/4) of the lot owners within the property or by the Board of Directors of the Association. Such proposed amendment or amendments shall be considered at a meeting of the lot owners after written or printed notice of such meeting is provided by the Board, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form shall be mailed



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electronically or through the US mail to the owners not less than ten (10) days nor more than fifty (50) days, before the date set for such meeting. If mailed, through US mail, such notice shall be deemed to be properly given, when deposited in the United States mail, addressed to each owner at the street address of his lot, the postage thereof being prepaid. Any lot owner may, by written waiver of notice by such owner, waive such notice, and such waiver whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such lot owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of two thirds 2/3 of lot owners (present voting in person or by proxy) in order for such amendment or amendments to become effective. Each lot owner shall be entitled to one vote per household, regardless of number of lots owned. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President of the Home Owners Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Probate Court of Shelby County, Alabama, within thirty (30) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration and all amendments thereto. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any owner shall be recognized if such owner is not in attendance at such meeting or represented there at by proxy, provided such written vote is signed, dated, notarized and delivered at or prior to such meeting.

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.

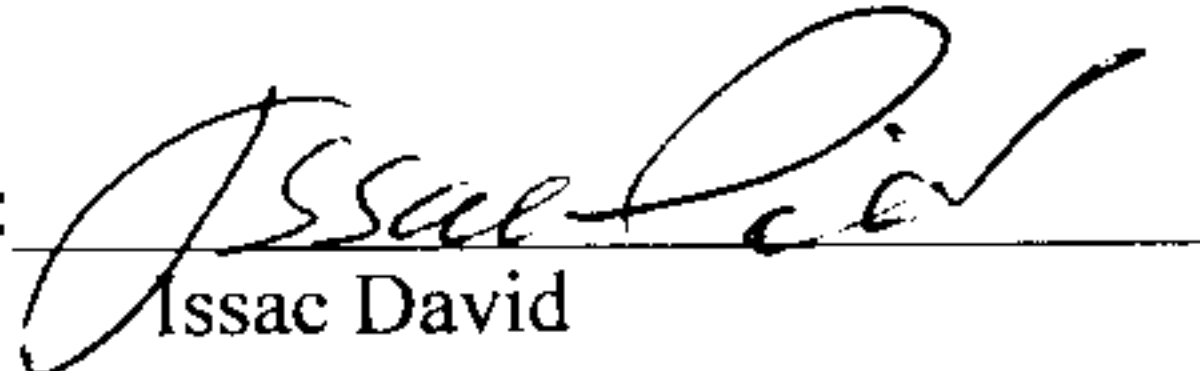


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IN WITNESS WHEREOF, the undersigned have duly executed this Amendment to the Declaration as of the date first above written.

**Developer**


Little Narrows, LLC  
an Alabama Limited Liability Company

By:   
Issac David  
Its: Manager

STATE OF ALABAMA)  
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Issac David, whose name as Manager of Little Narrows, 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 Manager 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 15<sup>th</sup> day of February, 2018.

  
Notary Public

My Commission Expires: 6/2/2019



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