

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
FOR COUNTRY VIEW ESTATES**

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR COUNTRY VIEW ESTATES (Amendment), is made and executed this 3 day of ~~July~~, <sup>September</sup> 2019, by COUNTRYVIEW, LLC, an Alabama limited liability company, hereinafter referred to as the "Developer".

WHEREAS, Countryview Estates, L.L.C., as "Developer" executed and recorded the Declaration of Protective Covenants for Country View Estates dated August 28, 2007, and recorded in Instrument No. 2007-460330, in the Office of the Judge of Probate in Shelby County, Alabama ("Declaration");

WHEREAS, the reference to Developer's name as "Countryview Estates, L.L.C." was a scrivener's error and the correct name of Developer is Countryview, LLC, an Alabama limited liability company;

WHEREAS, Developer by virtue of the powers reserved unto it in Article VIII, of the Declaration, may, in its sole discretion, amend the Declaration; and

WHEREAS, Developer desires to amend the Declaration to correct the scrivener's error referenced above and as set forth herein.

NOW THEREFORE, by this Amendment, Developer does hereby amend, and by presents does cause the Declaration to be amended as follows:

1. The above stated recitals are true and correct.
2. Terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration.
3. Any and all references to Countryview Estates, L.L.C. in the Declaration are scrivener's errors and the term "Developer" in the Declaration shall mean and refer to Countryview, LLC, an Alabama limited liability company. Developer hereby ratifies the Declaration and except as provided herein the Declaration is in full force and effect.
4. Article I of the Declaration is hereby amended to add new Section 1.12 as follows: "1.12 Approved Builder. SDH Birmingham LLC, a Georgia limited liability company, and its successors and assigns, for as long as it is a Lot Owner."
5. Section 2.03 of the Declaration is hereby amended to add "and Approved Builder" after "Developer".
6. Each Lot owned by Approved Builder shall be exempt from the provisions of Sections 3.01, 3.02, 3.04, 3.06, 3.08, 3.32, 4.02, 4.03, 4.04 and 4.06 of the

Declaration until such time as Approved Builder no longer owns the Lot. Additionally, notwithstanding anything to the contrary in the Declaration, Developer, Approved Builder and their respective agents, subcontractors, employees and assigns may engage in (i) land development, sales, marketing, and construction activities in the Development, and (ii) burning of waste matter, debris, garbage, trees, plants, wood, brush and any other plant materials, and such activities shall not be deemed a nuisance as provided herein.

7. Section 3.09 of the Declaration is hereby amended to delete "twelve (12) months" and replace it with "twenty-four (24) months".
8. The last sentence of Section 3.10 of the Declaration is hereby deleted in its entirety.
9. The last sentence of Section 3.16 of the Declaration is hereby amended to add "and Approved Builder" after "Developer".
10. Section 3.20 of the Declaration is hereby deleted in its entirety.
11. The first sentence of Section 3.31 is hereby deleted in its entirety. The reference to "mailbox" in the second sentence of Section 3.31 is hereby deleted.
12. Section 4.01 of the Declaration is hereby amended to provide that so long as SDH Birmingham, LLC is an Approved Builder, SDH Birmingham LLC shall have the right to appoint one (1) member to the Committee. The last sentence of Section 4.01 of the Declaration is hereby amended to provide that the Board of Directors of the Association shall not have the right to terminate any member of the Committee appointed by SDH Birmingham LLC until such time as SDH Birmingham LLC is no longer an Approved Builder.
13. Section 4.06 of the Declaration is hereby amended to provide that during the time that a SDH Birmingham LLC appointee is a member of the Committee, all decisions of the Committee shall be required to be unanimous.
14. Section 6.04 of the Declaration is hereby amended to add the following sentence: "The assessments provided for herein shall commence as to a Lot on the date that such Lot has been improved with a dwelling for which a certificate of occupancy has been issued and has been conveyed to a Lot Owner who intends to occupy the dwelling, or, if the dwelling is occupied as a residence before such conveyance, the date of such occupancy. Any Lot which has been approved by Developer for use as a model home for marketing and sales purposes shall not be deemed to be occupied for residential purposes and shall not be subject to assessments under this Declaration whether owned by Developer, Approved Builder or any other person, so long as such Lot is approved for use as a model home and is not occupied for residential purposes."
15. The Declaration is hereby amended to add new Section 8.12 as follows: "8.12 Notwithstanding any provisions now or hereafter contained in this Declaration, Developer reserves an easement across the Development for Developer and any Approved Builder to maintain and carry on, upon such portion of the

Development as Developer may reasonably deem necessary, such facilities and activities as in the sole opinion of Developer may be required or convenient for Developer's and such Approved Builder's development, construction and sales activities related to property hereby and hereafter subjected to this Declaration, including, but not limited to: (a) the right to place or authorize the placement of marketing and directional signs on Lots or right-of-way(s) at street intersections within the Development; (b) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on or in the Development, including, without limitation, any Lot; (c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable television, natural gas, water, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Development; (d) the right to carry on sales and promotional activities in the Development; and (e) the right to construct and operate business offices, signs, construction trailers, model residences and sales offices. Developer and any Approved Builder may use residences, offices or other buildings owned or leased by Developer or such Approved Builder as model residences and sales offices.

16. Notwithstanding anything to the contrary herein, no amendment to provisions of this Amendment or the terms of the Declaration amended by this Amendment shall materially or substantively affect the rights or title of the Approved Builder without the prior written consent of the Approved Builder. The consent of Approved Builder to any amendment shall be evidenced by the execution of said amendment by Approved Builder.
17. This AMENDMENT shall become effective upon its recordation in the Office of the Judge of Probate in Shelby County, Alabama (herein "Effective Date").

**[Signature on following page]**

IN WITNESS WHEREOF, Developer has caused these presents to be executed  
in its name, the day and year first above written.

Developer:

COUNTYVIEW, LLC, an Alabama  
limited liability company


By: 

Name: Shane Schroeder

Its: Member

STATE OF ALABAMA  
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 3 day of  
September, 2019, by Shane Schroeder as  
Member of COUNTRYVIEW, LLC a Alabama limited  
liability company, on behalf of the limited liability company and who is personally known  
to me or produced driver license as identification.

  
Notary Public, State of Alabama

My Commission Expires: 10-19-2020

Tisha Dawn Eichelberger  
Printed Name of Notary Public

TISHA DAWN EICHELBERGER  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
October 19, 2020



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/12/2019 11:45:24 AM  
\$31.00 CHERRY  
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