

**ADDENDUM AND AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS FOR
SIMMS LANDING SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned, Clayton Properties Group, Inc. a/k/a Harris Doyle Homes, (hereinafter referred to as "Developer") is the Developer for a parcel of land identified as the Simms Landing Subdivision according to the plat of Simms Landing Subdivision, as recorded in Map Book 52, Page 69, in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter referred to as "Subdivision"); and has certain duties and powers as stated in the Declaration of Protective Covenants for Simms Landing Subdivision, recorded in the Office of the Judge of Probate of Shelby County, Instrument No. 20200617000246560 (hereinafter referred to as "Covenants"); and

WHEREAS, under Section 8.09 of the Covenants there is a provision allowing for the same to be altered or amended in whole or in part by the Developer of the Subdivision;

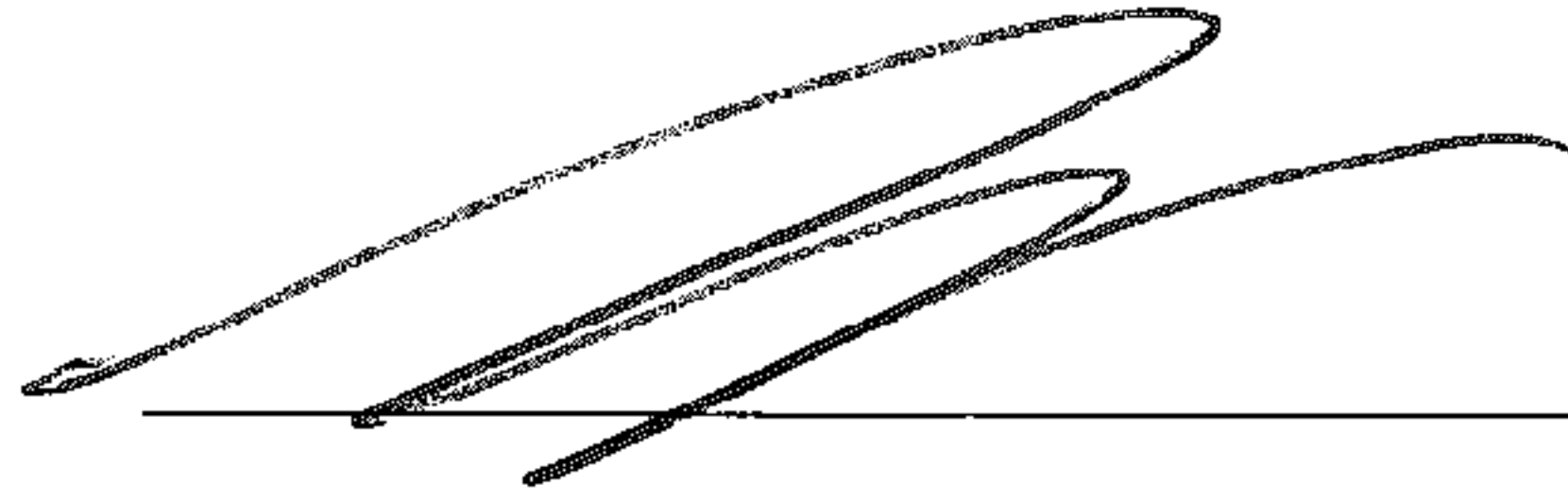
NOW, THEREFORE, the undersigned, representing the Developer, does hereby expressly adopt the following Addendum and Amendment to the Declaration of Protective Covenants as follows:

Section 5 of the Covenants is hereby amended to add the following provision:

ARTICLE V
COVENANT FOR ASSESSMENTS

5.12 In addition to the assessments specified within this Article, the Association hereby levies an initial assessment which shall be due and payable by each Lot Owner (other than Developer) to the Association upon such Lot Owner's conveyance of its Lot, and which shall be a one-time fee of Five Hundred Dollars (\$500.00) (the "Initial Assessments") paid at the time of the conveyance of the Lot. The Initial Assessments shall be earmarked for capital expenditures related to the Development, and such other Common Expenses as the Board of the Association, in its sole and absolute discretion, shall determine are reasonable and beneficial for the Development. Any balance remaining following the completion of all capital projects within the Development will be used for operating reserves for the Common Expenses and such other recurring or projected expenses as shall be deemed appropriate by the Association.

Clayton Properties, Inc. a/k/a Harris Doyle Homes



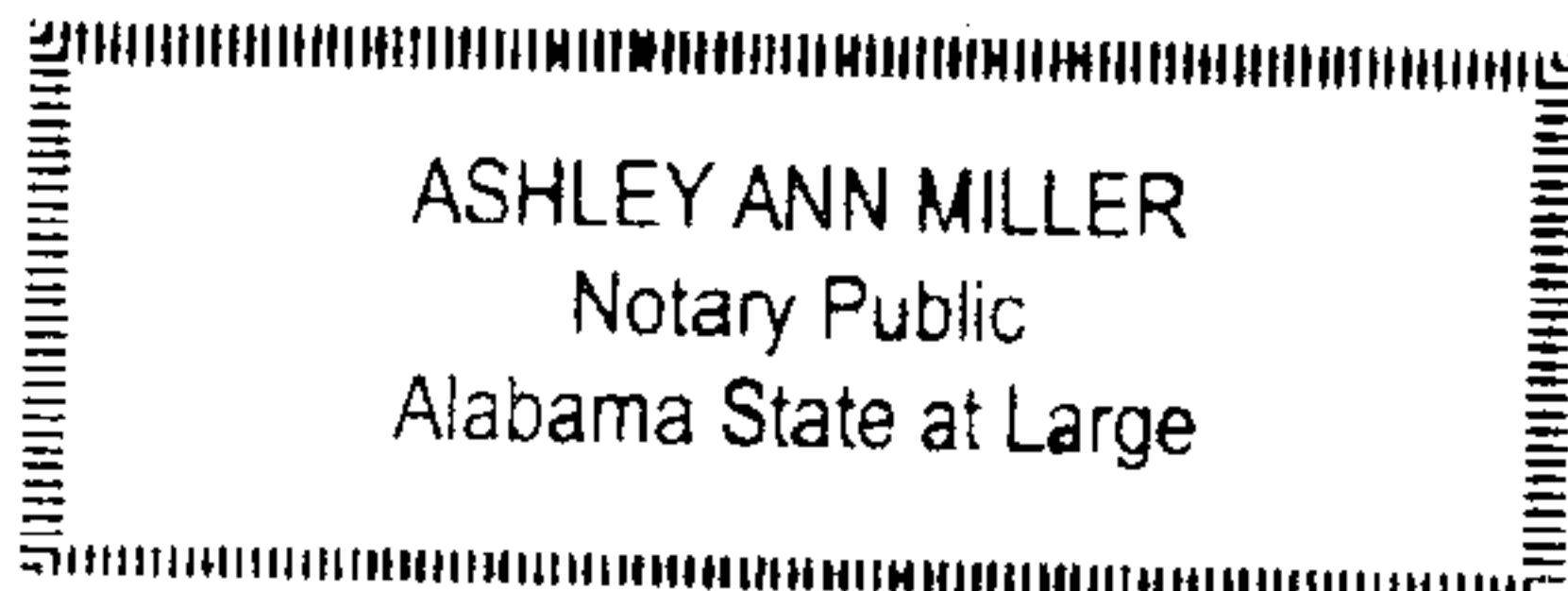
By: Russ Doyle

Its: vp

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Russ Doyle, VP for Clayton Properties Group, Inc. a/k/a Harris Doyle Homes, whose name is signed to the foregoing assignment, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of this conveyance, he, in his capacity as _____ and with full authority, executed the same voluntarily for and as the act of Clayton Properties Group, Inc. a/k/a Harris Doyle Homes, on the day the same bears date.

Given under my hand and official seal, this 3 day of August, 2020.



Ashley Ann Miller
Notary Public My Commission Expires
My Commission Expires: January 26, 2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/08/2020 10:41:57 AM
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Allie S. Bayl