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Upon recording return this instrument to:

This instrument was prepared by:

Shelby Investments, LLC 1511 Highway 13 Helena, Alabama 35080 Timothy Webster Shelby Investments, LLC 1511 Highway 13 Helena, Alabama 35080

STATE OF ALABAMA)
COUNTY OF SHELBY)

SECOND AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS FOR PARKVIEW FARMS, A RESIDENTIAL SUBDIVISION

This instrument (the "Amendment") amends that certain Declaration of Protective Covenants for Parkview Farms, a Residential Subdivision, as recorded in Instrument No. 20200929000438540 in the Probate Office of Shelby County, Alabama, as amended by that certain First Amendment of Declaration of Protective Covenants for Parkview Farms, a Residential Subdivision, as recorded in Instrument No. 20210827000418120 in said Probate Office, as amended by that certain Amended and Restated First Amendment of Declaration of Protective Covenants for Parkview Farms, a Residential Subdivision, as recorded in Instrument No. 20220411000148170 in said Probate Office (the "Declaration").

WHEREAS, Capitalized terms used in this Amendment without definition shall have the meanings set forth in the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to allow two horses per five (5) acres on any Lot within the Property as defined in the Declaration.

NOW, THEREFORE, Declarant does hereby amend the Declaration as set forth herein.

- 1. Section 7.03 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:
- Animals. A maximum of two (2) horses per every 5 acres on a Lot shall be allowed on the Lot within a fenced pasture. A maximum of two (2) dozen chickens (excluding roosters) shall be allowed on each Lot within a coop and fenced run. No other animals, livestock, birds, insects, or poultry of any kind or description except the usual household pets shall be kept on any Lot unless approved by the Association in its sole and absolute discretion; provided that no household pet may be kept on any Lot for commercial breeding purposes. Household pets must be kept primarily inside. No household pets shall be allowed to roam free and shall be on a leash or similar means of control at all times. Only horses and chickens may be kept outside. No household pets shall be left outside unattended. No animal shall be allowed to make an

20220721000286490 07/21/2022 09:17:29 AM RESTCOVNAMEN 2/2

unreasonable amount of noise, or to become a nuisance. No outside or exterior structure for the care, housing or confinement of any animal shall be maintained on any Lot except for chickens and horses.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized officer or representative or individually on this the _______ day of . 2022.

Declarant:

Shelby Investments, LLC

Timothy Webster

Managing Member Its:

STATE OF ALABAMA
COUNTY OF JEFENSON

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Timothy Webster, whose name as Managing Member of Shelby Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me, that, being informed of the contents of said instrument, he, as such Managing Member, executed the same for and as the act of said limited liability company.

Given under my hand and seal this the $\sqrt{9}$ day of $\sqrt{3}$

Notary Public
My Commission Expires: /- 20 2020

Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 07/21/2022 09:17:29 AM

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