

**FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
PALMER COVE, A CONDOMINIUM**

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 described as Palmer Cove, a Condominium, as recorded in Instrument No. 20220712000274230 in Map Book 56, Page 59A through 59C, 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 Condominium of Palmer Cove, a Condominium, as recorded in the Office of the Judge of Probate of Shelby County in Instrument No. 20220801000299160 (hereinafter referred to as "Covenants"); and

WHEREAS, under Section 11.01 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 First Amendment to the Covenants as follows:

1. The Covenants are hereby amended by adding to the end of Subsection 6.04(a) the following:

This Subsection shall not apply to Units owned by veterans, active service members and any Unit Owner which qualified for Veteran Affairs home loan financing with respect to such Unit.

2. The Covenants are hereby amended by adding the following Subsection:

Section 13.19: Department of Veterans Affairs Financing. To the extent that any provision set forth in this Declaration and the Bylaws attached hereto regarding leasing and a right of first refusal is inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in Chapter 37 of Title 38, United States Code, or Part 36 of Title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (i) Encumbered by DVA Financing; or
- (ii) Owned by the Department of Veterans Affairs.

3. The Covenants are hereby amended by adding the following Subsection 4.02(c):

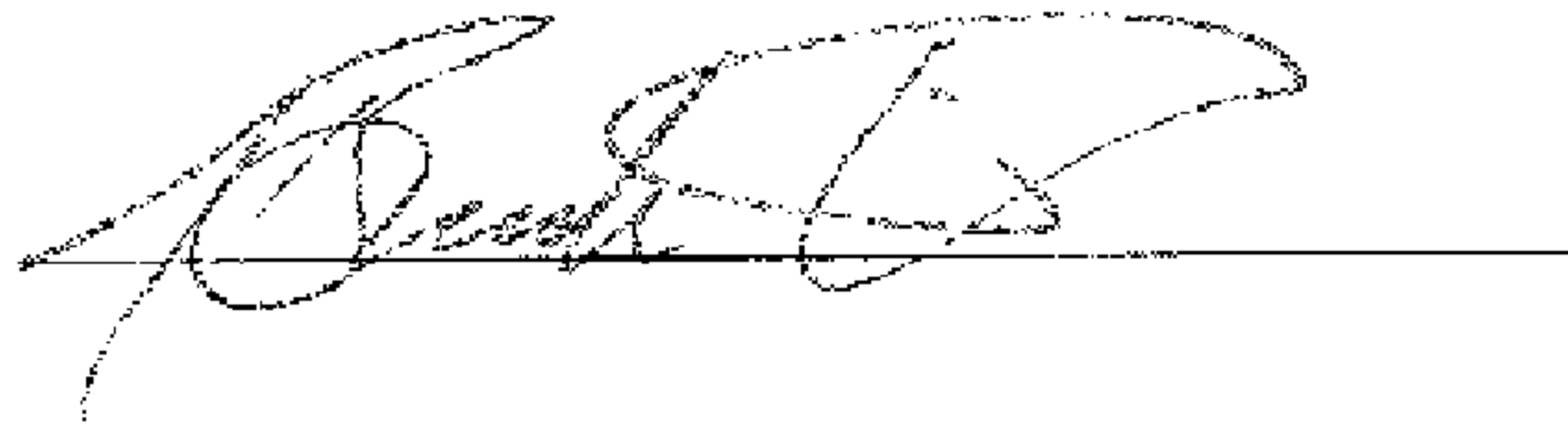
(c) Notwithstanding anything to the contrary contained herein, so long as the Owner of a Unit is BC Palmer Cove, LLC and such Unit has not been developed or conveyed to a third party, then such Unit shall not be subject to assessments as provided herein.

4. Exhibit B of the Covenants shall be deleted in its entirety and replaced with the attached Replacement Exhibit B, attached hereto.

[The remainder of this page is intentionally left blank. Signature page follows.]

Clayton Properties Group, Inc. d/b/a Harris Doyle Homes, ~~Inc.~~

SA 9/20/22



By: J. Brooks Harris

Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

SA 9/20/22 I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that J. Brooks Harris, as Vice President for Clayton Properties Group, Inc. d/b/a Harris Doyle Homes, ~~Inc.~~, 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 Vice President and with full authority, executed the same voluntarily for and as the act of Clayton Properties Group, Inc. d/b/a Harris Doyle Homes, ~~Inc.~~ on the day the same bears date.

SA 9/20/22

Given under my hand and official seal, this 20th day of September, 2022.



Notary Public

My Commission Expires:

My Commission Expires
November 19, 2025

TINA P COOK
Notary Public
Alabama State at Large

Replacement Exhibit "B"

The Plan

Alli S. Beyer

