

**THIRD 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; as amended by that certain Addendum and Amendment to the Declaration of Protective Covenants for Simms Landing Subdivision, recorded in the Office of the Judge of Probate of Shelby County, Instrument No. 20200908000398100; as amended by that certain Second Addendum and Amendment to the Declaration of Protective Covenants for Simms Landing Subdivision, recorded in the Office of the Judge of Probate of Shelby County, Instrument No. 20221209000447630 (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 Third Addendum and Amendment to the Declaration of Protective Covenants as follows:

1. Notwithstanding anything to the contrary contained in the Covenants, no residence located on any Lot may be leased for an initial term of less than thirty (30) consecutive calendar days. The Board of Directors ("Board") of the Simms Landing Homeowners' Association, Inc. ("Association") shall be empowered to grant variances and exemptions from this covenant in the Board's sole and absolute discretion. Any variance approved by the Board shall be in writing and shall be executed by either the President or the Vice President of the Board. Oral statements shall not be binding on the Board. The Association shall have the authority to enforce this covenant by commencing and maintaining a suit against an Owner to enforce the terms of this Section and any such judgment rendered in any such action shall include attorneys' fees, court costs and all other expenses paid and incurred by the Association in enforcing this Section.

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



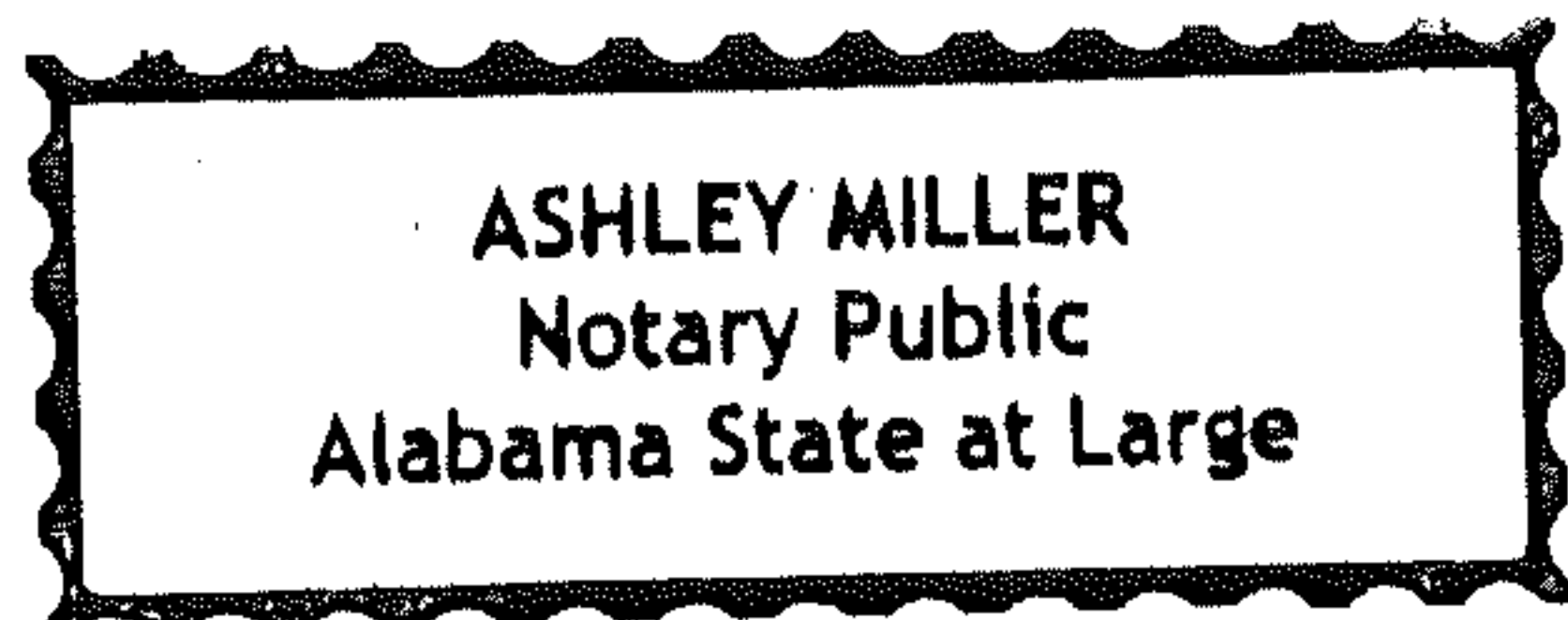
By: J. Brooks Harris

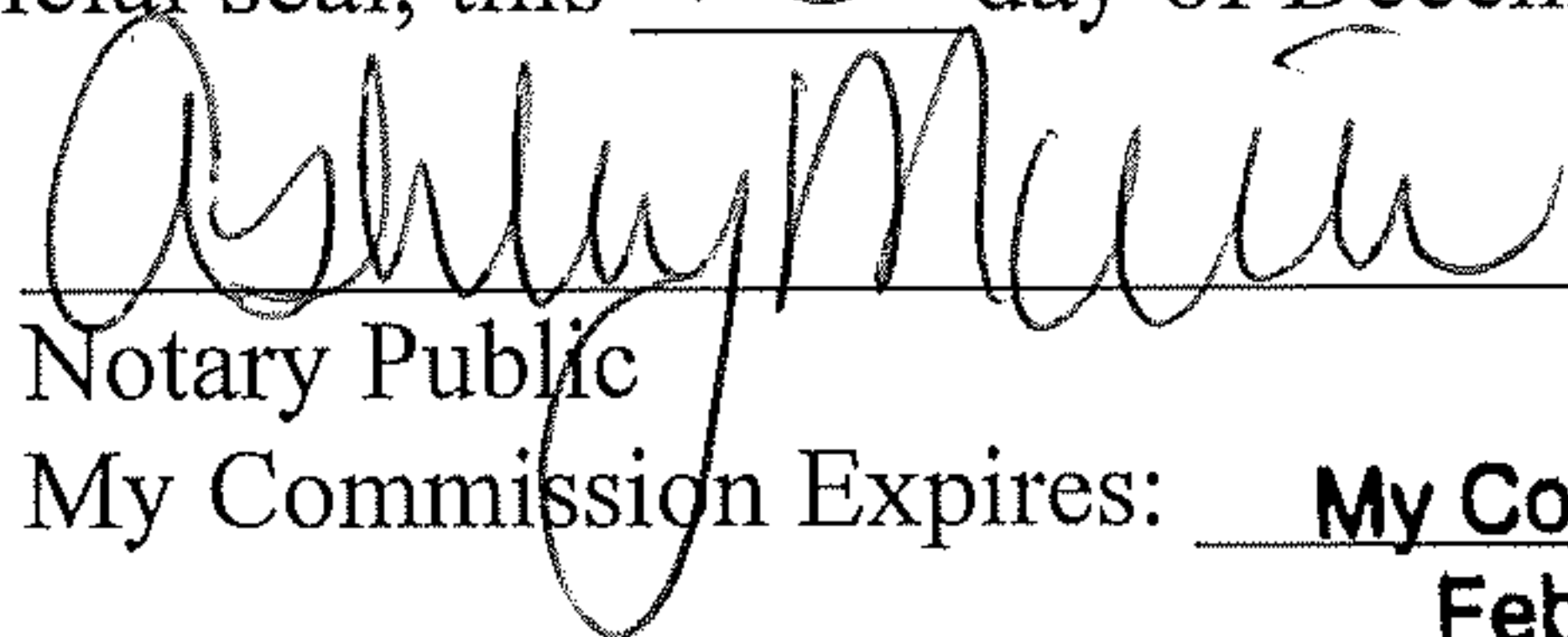
Its: Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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.

Given under my hand and official seal, this 13 day of December, 2022.




Notary Public
My Commission Expires: My Commission Expires
February 14, 2026



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/15/2022 11:58:25 AM
\$27.00 BRITTANI
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