

20231227000369400 1/13 \$59.00  
 Shelby Cnty Judge of Probate, AL  
 12/27/2023 08:06:43 AM FILED/CERT

STATE OF ALABAMA       )  
 COUNTY OF SHELBY       )

**AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS, that:

The undersigned, the Lot Owners of Canterbury Cove (the "Declarants"), are the current owners of all of the Lots in the record plat of Canterbury Cove, as recorded Map Book 39 on page 132 and Instrument No. 20080404000136940, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"), and the Declarants hereby unanimously enter into, adopt, and agree to this Amendment to Declaration of Protective Covenants (this "Amendment to Declaration"), and unanimously agree to the terms and conditions as set forth hereinbelow.

WITNESSETH:

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, the Declaration of Protective Covenants for Canterbury Cove, dated February 26, 2008, was filed on April 4, 2008, in the Office of the Judge of Probate of Shelby County, Alabama, and recorded as Instrument No. 20080404000136950 (the "Declaration"); and

WHEREAS, the Declarants have unanimously agreed to revise the Declaration to subject the Property to certain additional restrictions, conditions and limitations, including the creation of Common Areas (as defined below) and the authorization and designation of the Association (defined herein below) to maintain the Common Areas and to collect the dues and assessments necessary for the proper care and maintenance of the Common Areas and operation of the Association.

NOW, THEREFORE, the Declarants, by unanimous consent, as evidenced by their execution of this instrument, hereby agree to subject and commit the Property to the Declaration, as amended by this Amendment to Declaration, and to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to run with the land:

1. **Consent to Declaration.** The Declaration, as amended by this Amendment to Declaration, is hereby consented to, ratified, and adopted by the Declarants as well as the Directors of the Association (defined herein below). The Declarants are all of the members of the Association, and by their execution hereof confirm the approval and adoption of the Declaration, as amended by this Amendment to Declaration, by the Association.

2. **Amendment to Declaration.** The Declaration is hereby amended by adding thereto the following:

a) **Common Areas.** The Common Areas of the Property are hereby defined as and include: both sides of the entry road to the Property at Highway 41 (the "Entry"), which



includes the built monument entry sign at the Entry; the lights and all wiring and improvements associated therewith at the Entry; an irrigation system and water meter which are to be installed at the expense of the Association, defined herein below, at the Entry; and all landscaping at the Entry.

b) Assessments. With the exception of Vacant Lots as set forth in Paragraph 17 of the Amended and Restated Articles of Incorporation of Homeowner's Association of Canterbury Cove, a copy of which is attached hereto as Exhibit "A", and as set forth hereinbelow, all Lots are subject to the payment of annual dues in the amount of Eight Hundred Dollars (\$800.00), which are due and payable in advance on January 1<sup>st</sup> of each year, and such dues shall commence on January 1, 2022, and shall be for said amount annually, payable on January 1<sup>st</sup>, until such time the amount may be revised by the Board of Directors of the Association.

c) Vacant Lots. Any Lot upon which a home has not been constructed shall be exempt from assessments until a home has been developed on such Lot. A home shall be deemed as constructed on a Lot at such time that construction initially commences on such Lot, and dues will be prorated to the date of commencement of construction.

3. Articles of Incorporation of Homeowners' Association. Attached hereto as Exhibit "A" is a copy of the Amended and Restated Articles of Incorporation (the "Articles") of the Homeowner's Association of Canterbury Cove (the "Association"), the terms and provisions of which are incorporated herein, and to which the Property and the owners and occupants thereof shall be subject. The Articles amend and replace in its entirety the previous Articles of Incorporation of the Association dated December 27, 2017 and filed in the Office of the Secretary of State of Alabama on January 29, 2018 as well as any amendments thereto, including any other prior articles with respect to the Association or any other owners' association applicable to the Property.

4. By-Laws of Homeowners' Association. Attached hereto as Exhibit "B" is a copy of the Amended and Restated By-Laws (the "By-Laws") of the Association, the terms and provisions of which are incorporated herein, and to which the Property and the owners and occupants thereof shall be subject. The By-Laws amend and replace in its entirety the previous By-Laws of the Association dated December 27, 2017 and filed in the Office of the Secretary of State of Alabama on January 29, 2018 and any amendments thereto, as well as any other prior by-laws with respect to the Association or any other owners' association applicable to the Property.

5. Binding Effect. The provisions of the Declaration, as amended by this Amendment to Declaration, together with the provisions of the Articles and the By-Laws, shall be binding upon the Property, the Lots, and the owners and occupants thereof, and their respective heirs, successors, assigns, executors or administrators, and shall bind and run with the land forever.

6. Defined Terms. All capitalized terms not otherwise defined herein shall have the respective meanings as set forth in the Declaration.



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7. **Conflict in Terms.** Except as specifically modified and amended herein, all other terms, conditions and covenants contained in the Declaration shall remain in full force and effect. If there is a conflict between any provision in the Declaration and any provision herein, the provision as set forth herein shall prevail.

8. **Counterparts.** This Amendment to Declaration may be executed in as many counterparts as may be required. It shall not be necessary that the signatures on behalf of all parties appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement and shall have the full force and effect of an original executed instrument.

9. **Governing Law.** This Amendment to Declaration shall be governed by and construed in accordance with the laws of the State of Alabama.

10. **Severability/Conflict.** Should any provision of this Amendment to Declaration be deemed unenforceable by a court of competent jurisdiction, that determination will not affect the enforceability of the remaining provisions.

IN WITNESS WHEREOF, this Amendment to Declaration of Protective Covenants has been executed by each of the undersigned, who comprise all of the owners of the Lots, all of the members of the Association, and the Directors of the Association, by their hands and seals, and is to be deemed to be effective upon its filing with the Office of the Alabama Secretary of State.

*{This space intentionally left blank; Signature pages to immediately follow}*





20231227000369400 4/13 \$59.00  
Shelby Cnty Judge of Probate, AL  
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P.L.

I, Elin Duke, the undersigned, in my capacity as Authorized Representative of IRA Innovations, LLC FBO James Higginbotham IRA, an Alabama limited liability company, hereby, in said capacity, join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject the Lot owned by said entity thereto.

IRA Innovations, LLC FBO James Higginbotham IRA:

By: Elin Duke DATE: 11/16/21  
Its: Authorized Representative

STATE OF ALABAMA )

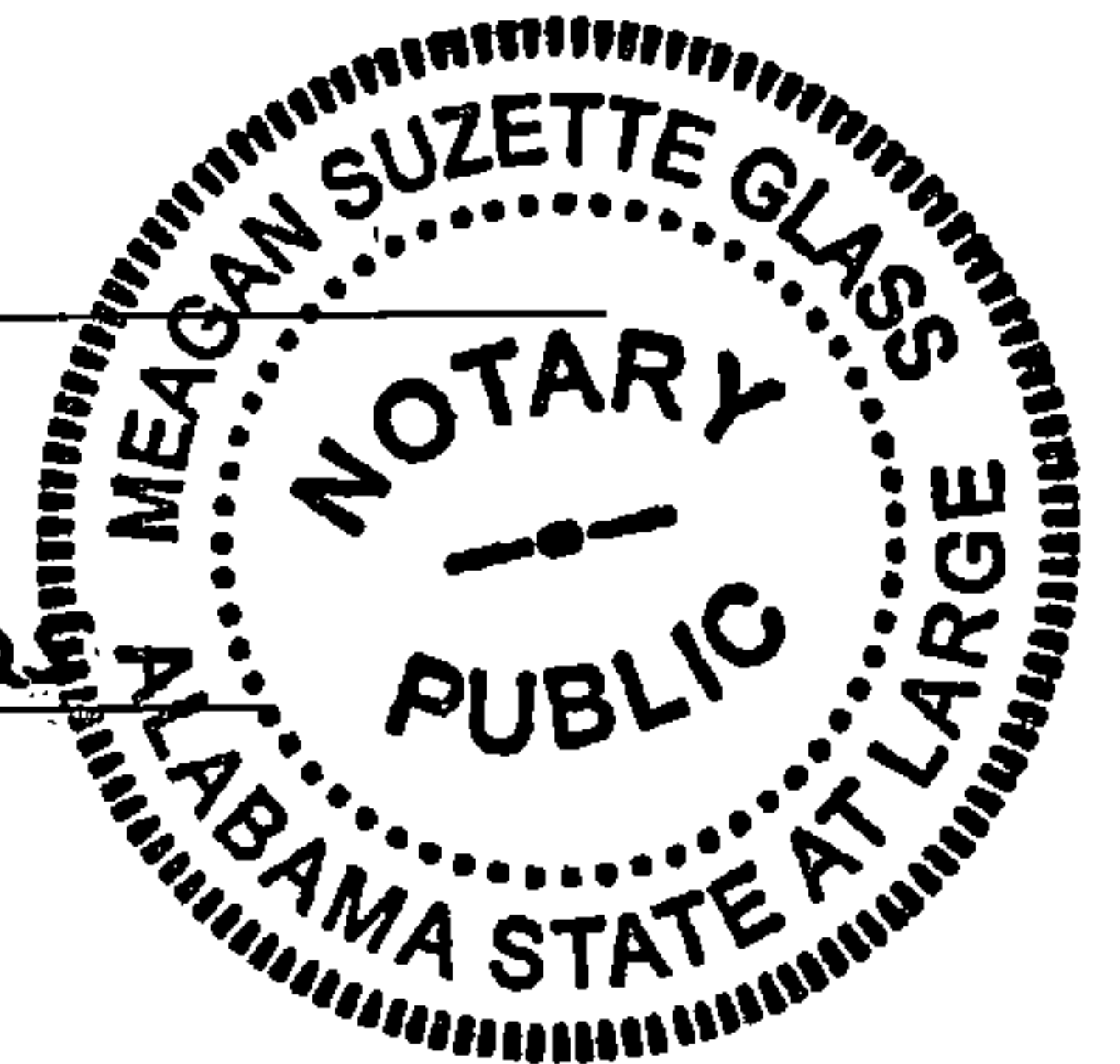
SHELBY COUNTY )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Elin Duke, whose name is signed to the foregoing instrument, and who, in his/her capacity as Authorized Representative of IRA Innovations, LLC FBO James Higginbotham IRA, an Alabama limited liability company, is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, in said capacity, executed the same voluntarily on the date set forth hereinabove on behalf of and with full authority of IRA Innovations, LLC FBO James Higginbotham IRA.

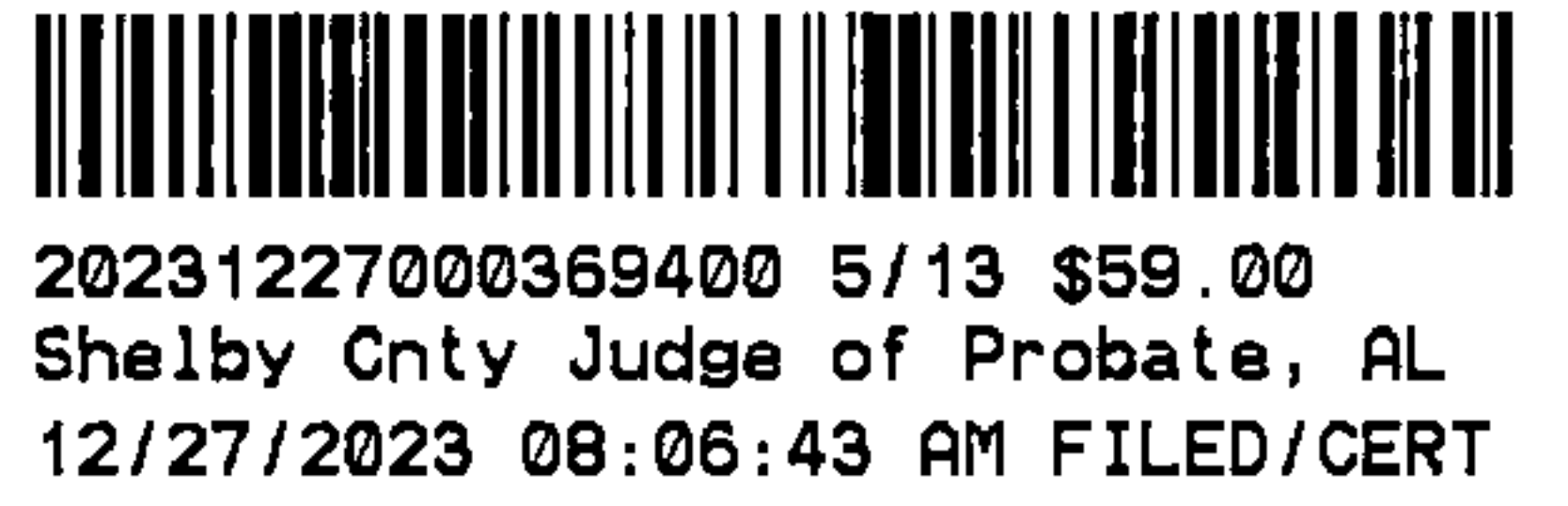
Given under my hand and seal this 16 day of November, 2021.

Meagan Suzanne Glass  
Notary Public

My commission expires: 8/13/2025



PC



The undersigned, James Robert Higginbotham, as a member of the Board of Directors of the Association, do hereby join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants.

James Robert Higginbotham DATE: 11/16/21  
James Robert Higginbotham

STATE OF ALABAMA     )  
  
SHELBY COUNTY         )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that James Robert Higginbotham, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 16 day of November, 2021.

Elisha Holcombe  
Notary Public  
My commission expires: Sept 21, 2024



20231227000369400 6/13 \$59.00  
Shelby Cnty Judge of Probate, AL  
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I, Gwen Sanderson, the undersigned, as a member of the Board of Directors of the Association and as a Lot Owner, hereby consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject my Lot thereto.



Gwen Sanderson

DATE: 11/12/2021

STATE OF ALABAMA )

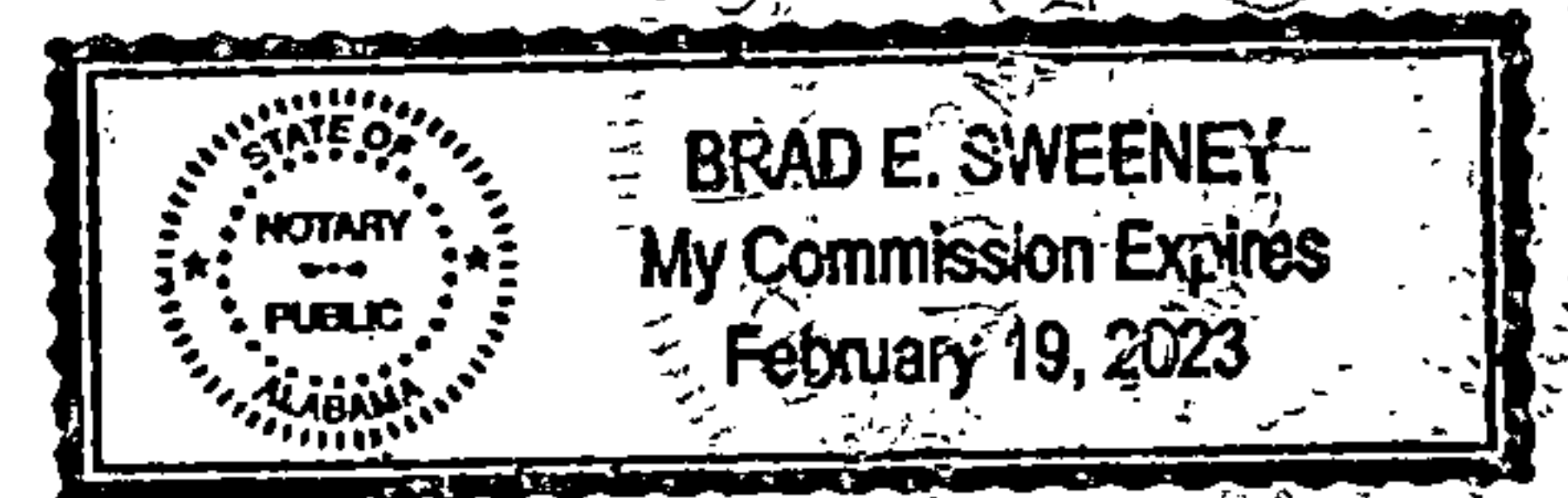
SHELBY COUNTY )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Gwen Sanderson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 12<sup>th</sup> day of NOVEMBER, 2021.

  
Notary Public

My commission expires: 02/19/2023








20231227000369400 7/13 \$59.00  
 Shelby Cnty Judge of Probate, AL  
 12/27/2023 08:06:43 AM FILED/CERT

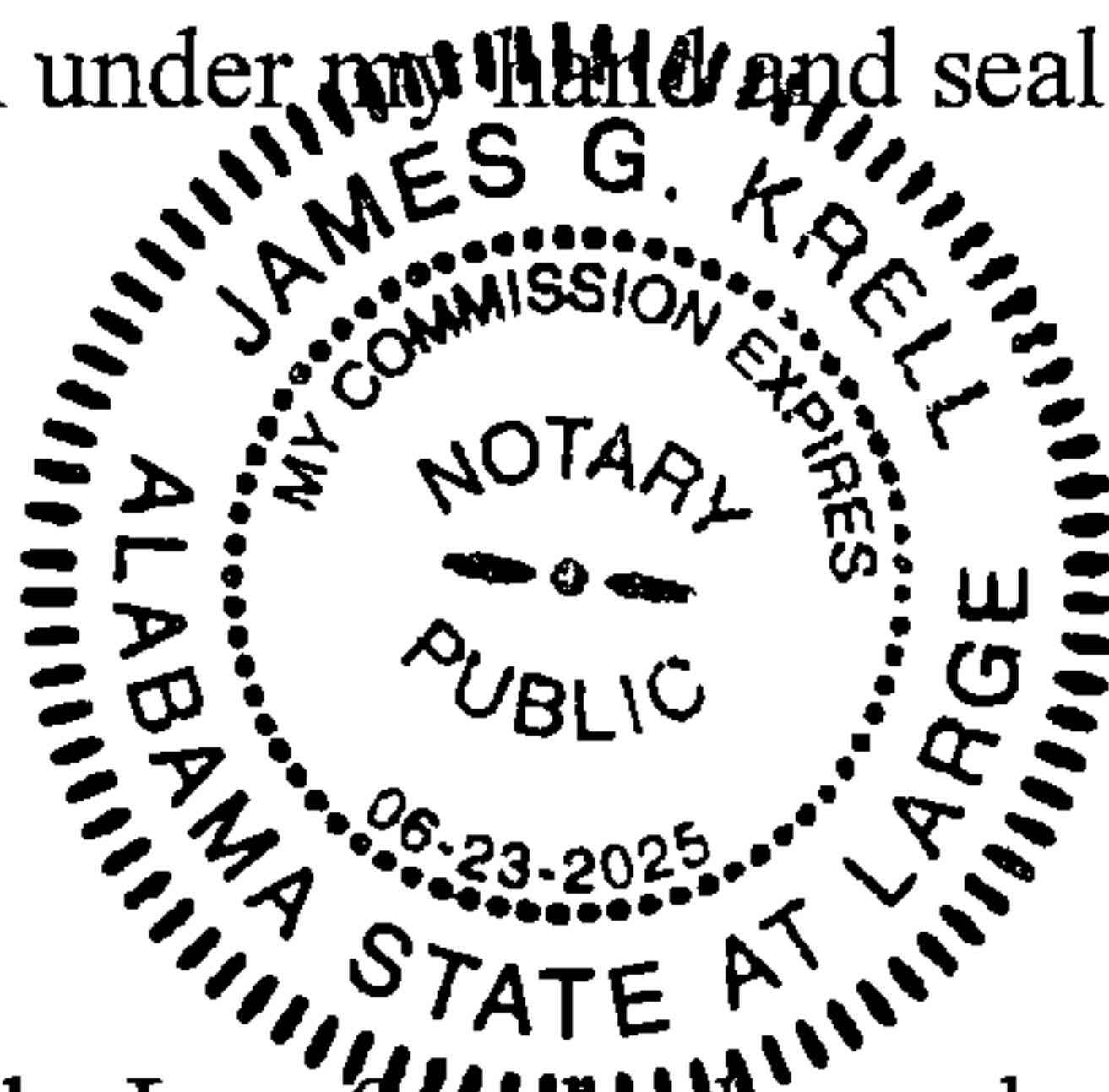
I, Daniel Grayson Smith, the undersigned, as a member of the Board of Directors of the Association and as a Lot Owner, hereby join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject my Lot thereto.

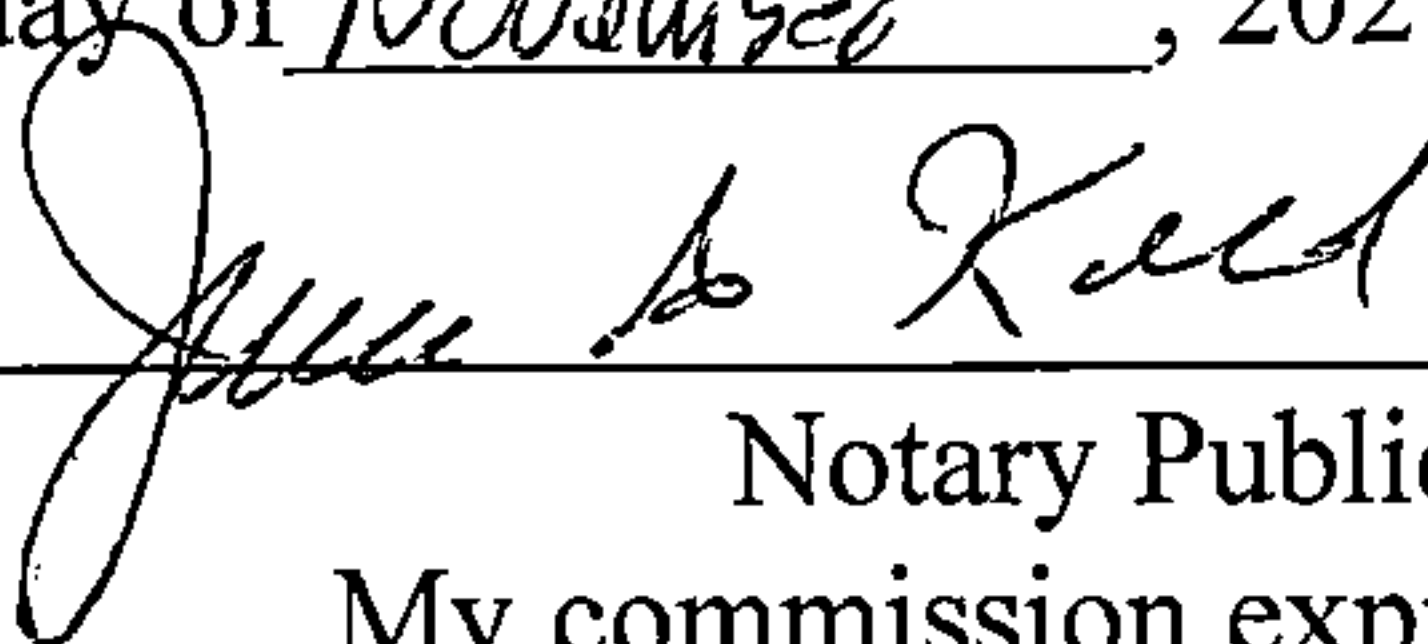
 DATE: 11/19/21  
 Daniel Grayson Smith

STATE OF ALABAMA     )  
 SHELBY COUNTY        )

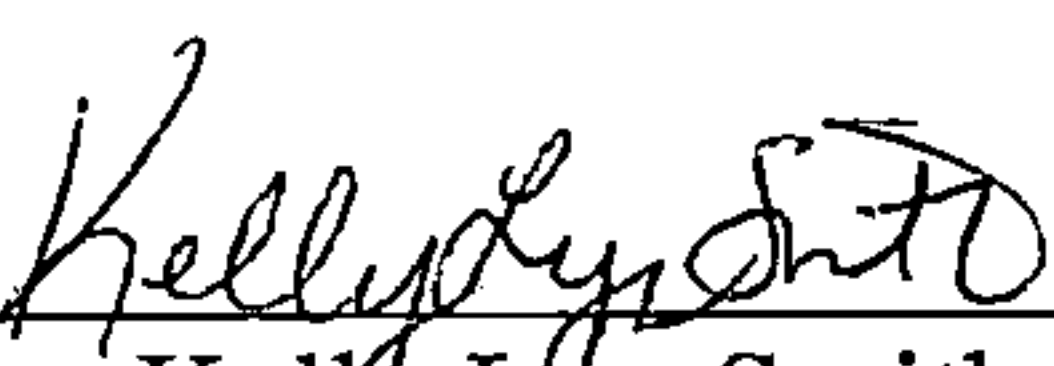
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Daniel Grayson Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 19<sup>th</sup> day of November, 2021.



  
 Notary Public  
 My commission expires: 06/23/2025

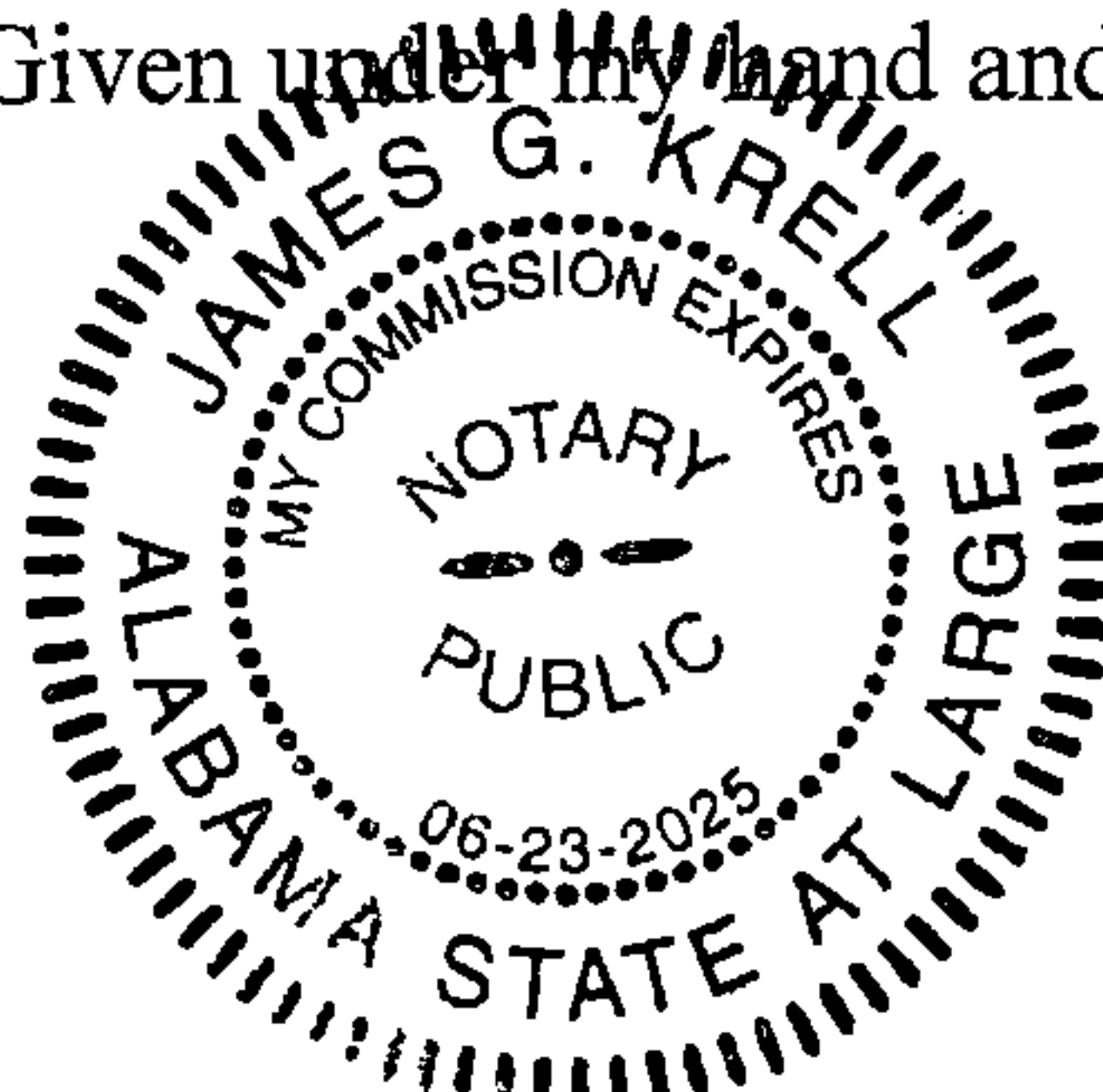
I, Kelly Lyn Smith, the undersigned, as a Lot Owner, hereby join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject my Lot thereto.

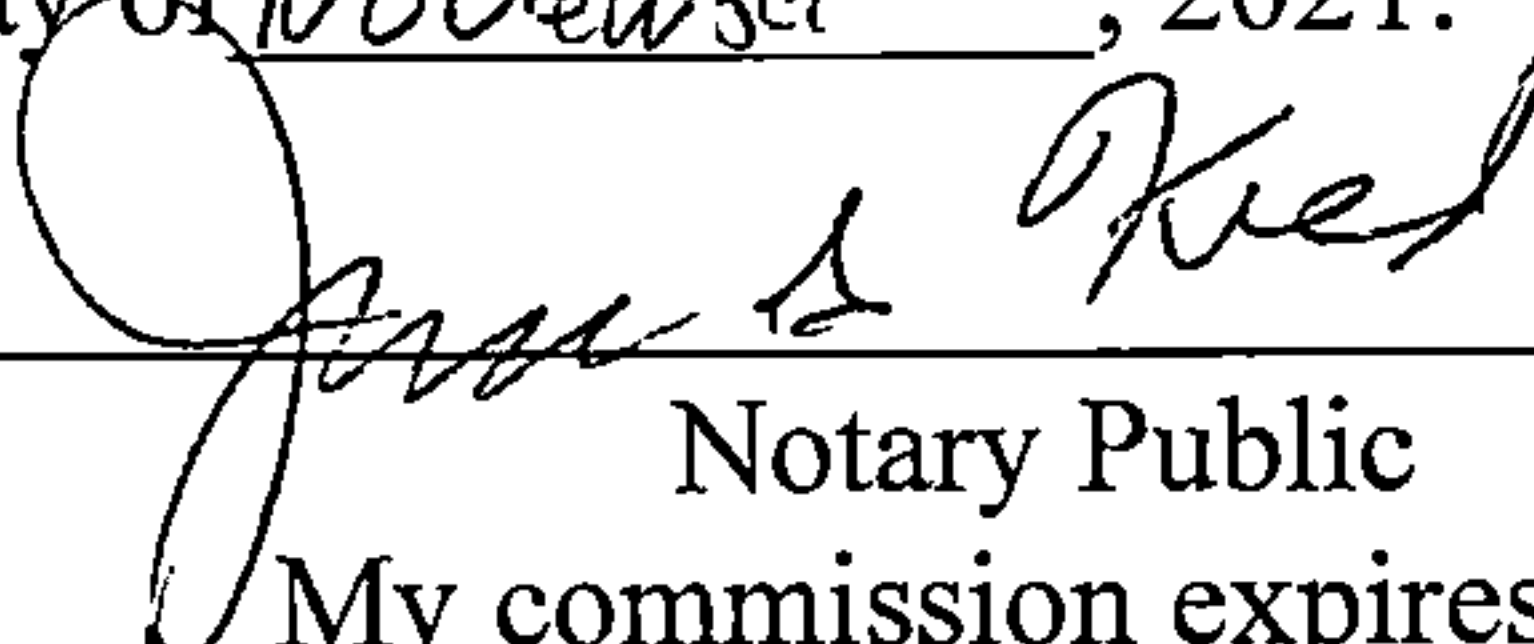
 DATE: 11/19/2021  
 Kelly Lyn Smith

STATE OF ALABAMA     )  
 SHELBY COUNTY        )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Kelly Lyn Smith, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date the set forth hereinabove.

Given under my hand and seal this 19<sup>th</sup> day of November, 2021.



  
 Notary Public  
 My commission expires: 06/23/2025



20231227000369400 8/13 \$59.00  
Shelby Cnty Judge of Probate, AL  
12/27/2023 08:06:43 AM FILED/CERT

I, Kristin Nichole Capps Marcum, the undersigned, as a Lot Owner, hereby join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject my Lot thereto.

Kristin Nichole Capps Marcum  
Kristin Nichole Capps Marcum

DATE: 12/22/23

STATE OF ALABAMA )

SHELBY COUNTY )

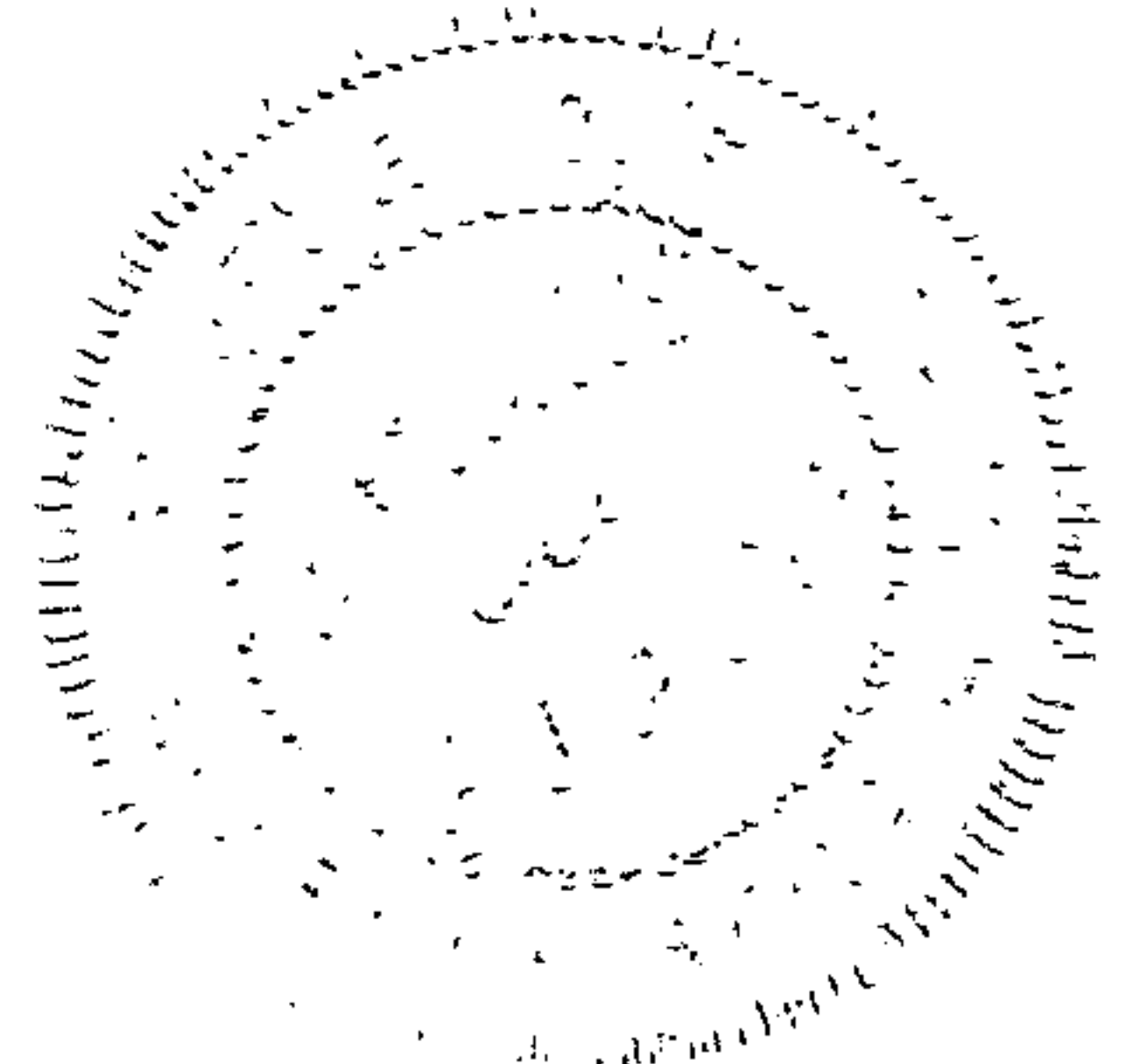
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Kristin Nichole Capps Marcum, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 22 day of Dec, 2023.

[Signature]

Notary Public

My commission expires: 10/15/2025







20231227000369400 9/13 \$59.00  
Shelby Cnty Judge of Probate, AL  
12/27/2023 08:06:43 AM FILED/CERT

I, Cody Dwayne Marcum, the undersigned, as a Lot Owner, hereby join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject my Lot thereto.

Cody A. Marcum  
Cody Dwayne Marcum

DATE: 12/22/2023

STATE OF ALABAMA )

SHELBY COUNTY )

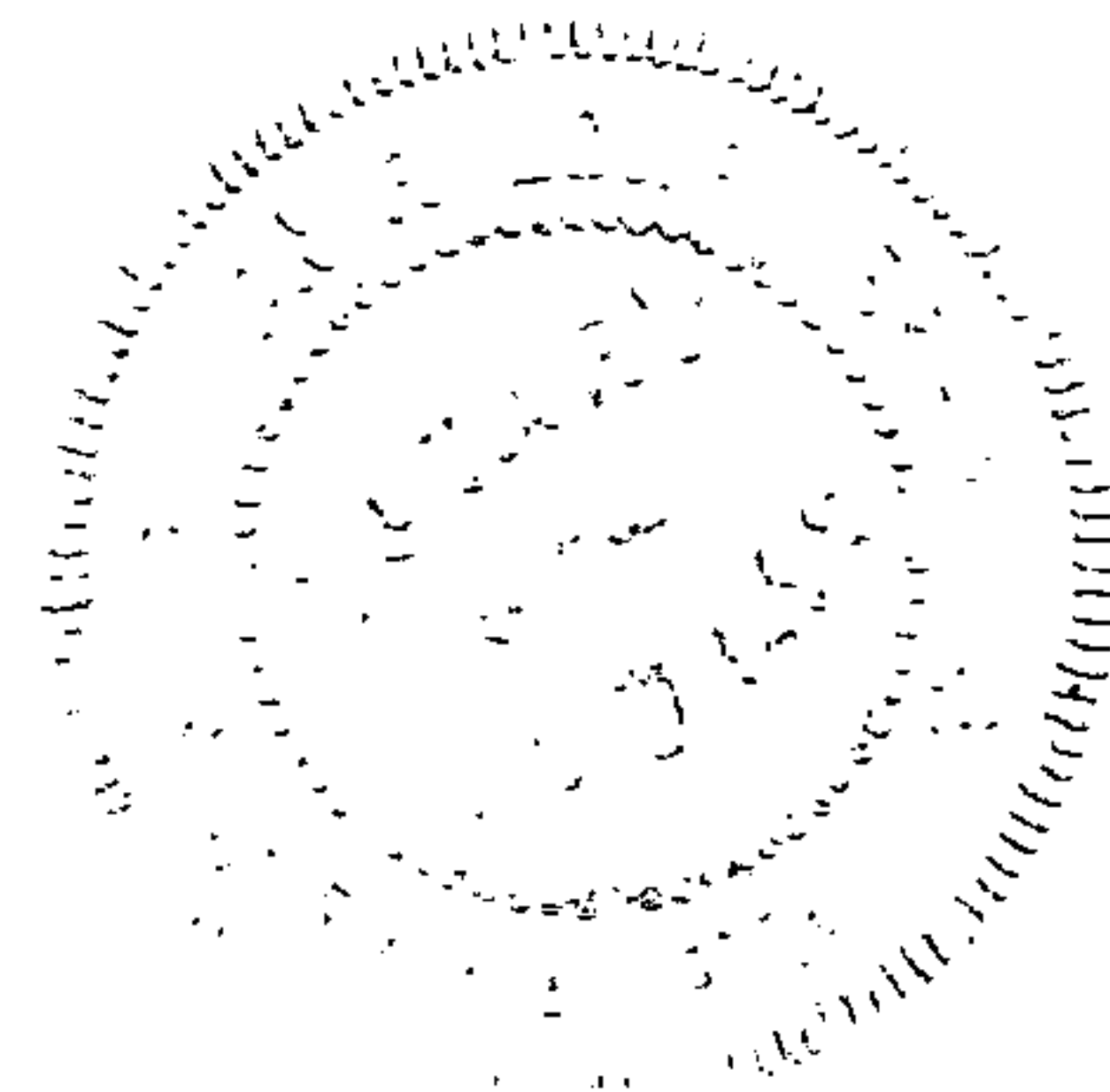
I, the undersigned, a notary public in and for said County, in said State, hereby certify that Cody Dwayne Marcum, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date set forth hereinabove.

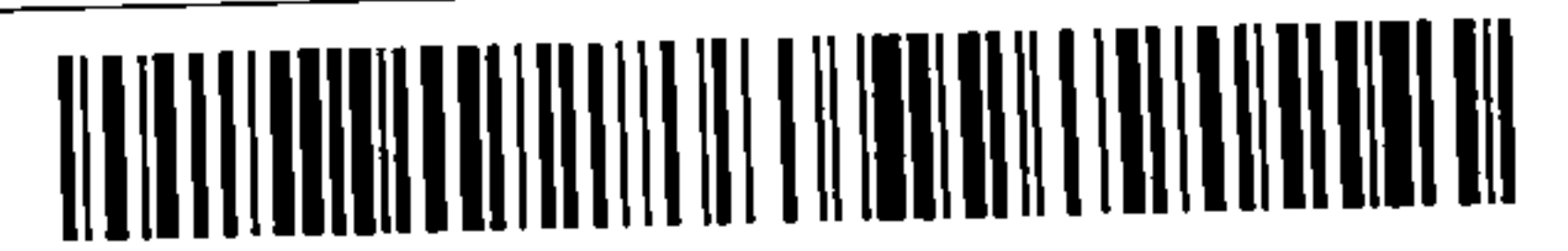
Given under my hand and seal this 22 day of Dec, 2023.

Steve Logg

Notary Public

My commission expires: 10/15/2025





20231227000369400 10/13 \$59.00  
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12/27/2023 08:06:43 AM FILED/CERT

I, Cody Jenkins Berguson, the undersigned, as a Lot Owner, hereby join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject my Lot thereto.

Cody Jenkins Berguson DATE: 12/26/2023  
Cody Jenkins Berguson

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Cody Jenkins Berguson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 26 day of December, 2023.

[Signature]  
Notary Public

My commission expires: 7/23/2025





20231227000369400 11/13 \$59.00  
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12/27/2023 08:06:43 AM FILED/CERT

I, Karen L. Berguson, the undersigned, as a Lot Owner, hereby join in and consent to the terms and provisions of this Amendment to Declaration of Protective Covenants and subject my Lot thereto.

Karen L. Berguson DATE: 12/26/2023  
Karen L. Berguson

STATE OF ALABAMA )

SHELBY COUNTY )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Karen L. Berguson, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the date set forth hereinabove.

Given under my hand and seal this 26<sup>th</sup> day of December, 2023.



Alexander E. Piola  
Notary Public

My commission expires: 02/14/2026



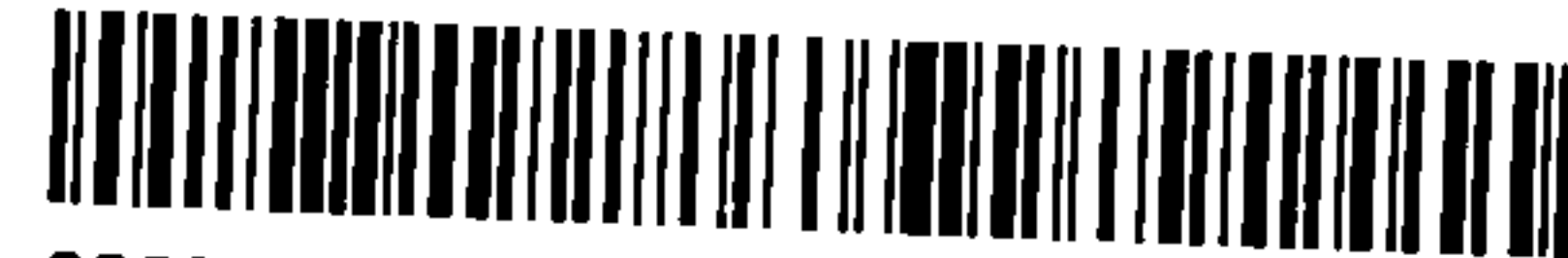
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**EXHIBIT A**

**Amended and Restated Articles of Incorporation  
of Homeowner's Association of Canterbury Cove**

The Amended and Restated Articles of Incorporation of Homeowner's Association of Canterbury Cove are recorded as Instrument Number 20211229000610720 in the Office of the Judge of Probate of Shelby County, Alabama, and further are filed with the Office of the Alabama Secretary of State, and are incorporated herein by reference as Exhibit A to this Amendment to Declaration of Protective Covenants.





20231227000369400 13/13 \$59.00  
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**EXHIBIT B**  
**Amended and Restated By-Laws of**  
**Homeowner's Association of Canterbury Cove**

The Amended and Restated By-Laws of Homeowner's Association of Canterbury Cove are recorded as Instrument Number 20211229000610720 in the Office of the Judge of Probate of Shelby County, Alabama, and further are filed with the Office of the Alabama Secretary of State, and are incorporated herein by reference as Exhibit B to this Amendment to Declaration of Protective Covenants.