

THIS INSTRUMENT PREPARED BY:

Kelly Thrasher Fox, Esq.
Hand Arendall Harrison Sale LLC
1801 Fifth Avenue North, Suite 400
Birmingham, AL 35203
205-502-0122

STATE OF ALABAMA
COUNTY OF SHELBY

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR TIMBERLINE

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS (this "Amendment") is made effective as of June 18, 2024 (the "Effective Date"), by Timberline Development, LLC, an Alabama limited liability company ("Timberline"), TL Development, LLC, an Alabama limited liability company ("TL") and Timberline Investments, LLC, an Alabama limited liability company ("Investments" and collectively with Timberline and TL, "Declarant").

WITNESSETH:

WHEREAS, Timberline executed and recorded that certain Declaration of Protective Covenants for Timberline as Instrument No. 20050329000141930 (the "Original Declaration") in the Office of the Judge of Probate of Shelby County, Alabama (the "County Registry");

WHEREAS, the Original Declaration has previously been amended and/or supplemented by that certain Supplementary Declaration of Declaration of Protective Covenants for Timberline as recorded in Instrument Number 20050909000467130; Supplementary Declaration of Declaration of Protective Covenants for Timberline as recorded in Instrument Number 20070411000168210; Supplementary Declaration of Declaration of Protective Covenants for Timberline as recorded in Instrument Number 20070924000447980; Supplementary Declaration of Declaration of Protective Covenants for Timberline as recorded in Instrument Number 20170619000214940; Supplementary Declaration of Declaration of Protective Covenants for Timberline as recorded in Instrument Number 20200601000220030; and Supplementary Declaration of Declaration of Protective Covenants for Timberline as recorded in Instrument Number 20210108000014000, all in the County Registry (collectively, the "Declaration");

WHEREAS, TL and Investments are the owners of all of that certain property shown on the Final Plat of Timberline Phase 6, as recorded as Instrument Number 20240529000159340 in Map Book 60, Pages 4A-4D, in the County Registry (the "Phase 6 Plat");

WHEREAS, the Declarant desires to amend the Declaration to annex all of the property shown on the Phase 6 Plat (the "Phase 6 Property") in accordance with the terms and conditions hereof.

Amendment:

NOW THEREFORE, Declarant, as the declarant under the Declaration, hereby amends the Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Annexation of the Phase 6 Property. Excluding Common Area 7 according to the Phase 6 Plat ("Common Area 7"), the Phase 6 Property, including any improvements located thereon and hereafter constructed, is hereby annexed and subjected to the provisions of the Declaration, and such property shall be held, sold, transferred, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, and terms set forth in the Declaration, as amended hereby. Upon the recording of this Amendment in the County Registry, each lot shown on the Phase 6 Plat shall be a "Lot" and all common areas shown on the Phase 6 Plat, except Common Area 7, shall be "Common Area," as those terms are defined in the Declaration.


4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Declarant has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

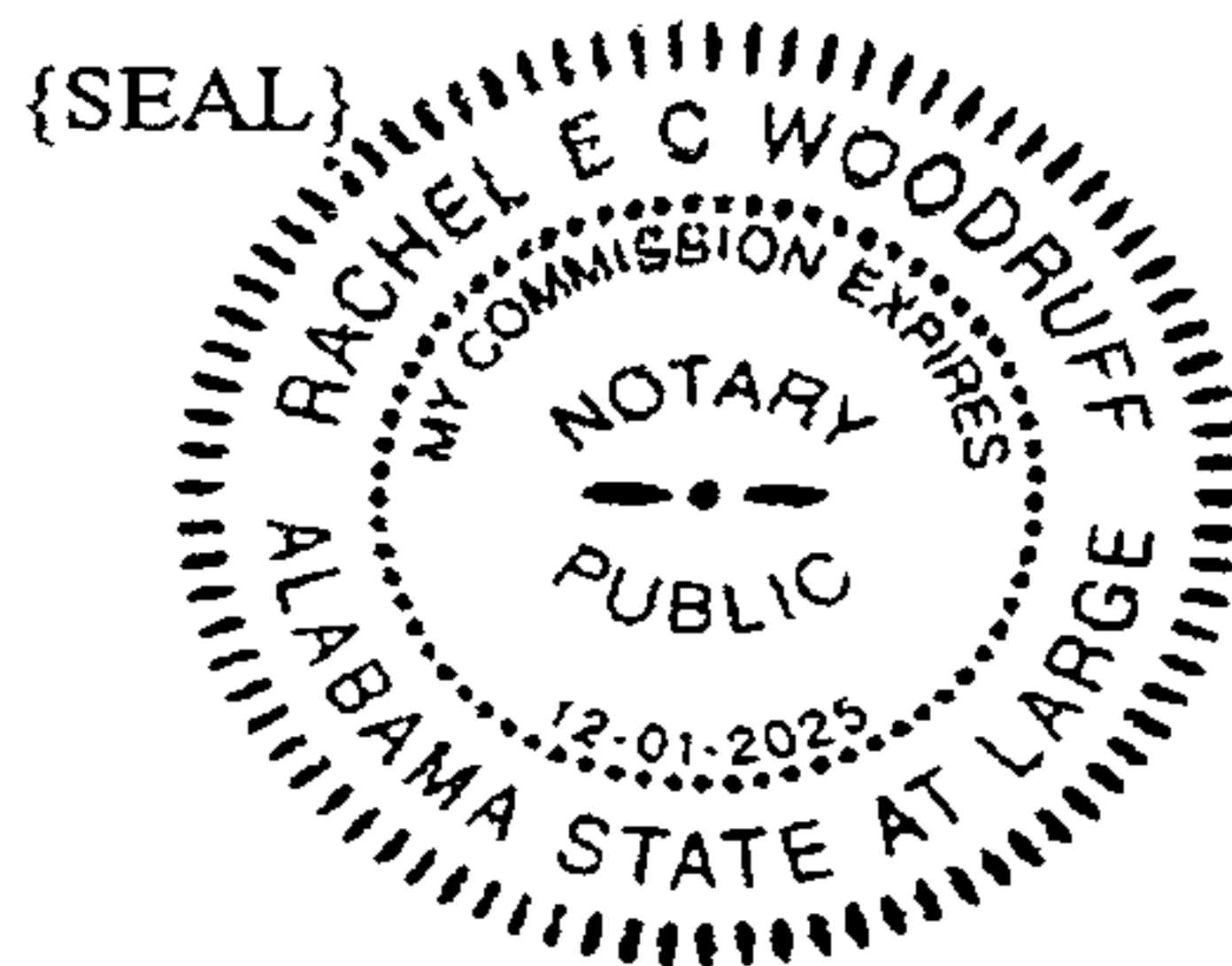
Timberline Development, LLC, an Alabama limited liability company

By: 
Delton L. Clayton
As Its Manager

STATE OF ALABAMA
COUNTY OF Shelby

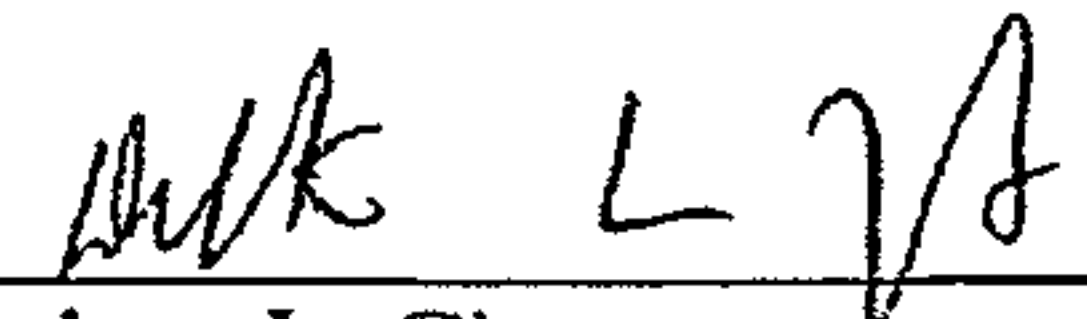
I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Delton L. Clayton, whose name as Manager of Timberline Development, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 17 day of June, 2024.



Rachel E C Woodruff
NOTARY PUBLIC
My Commission Expires: 12/01/2025

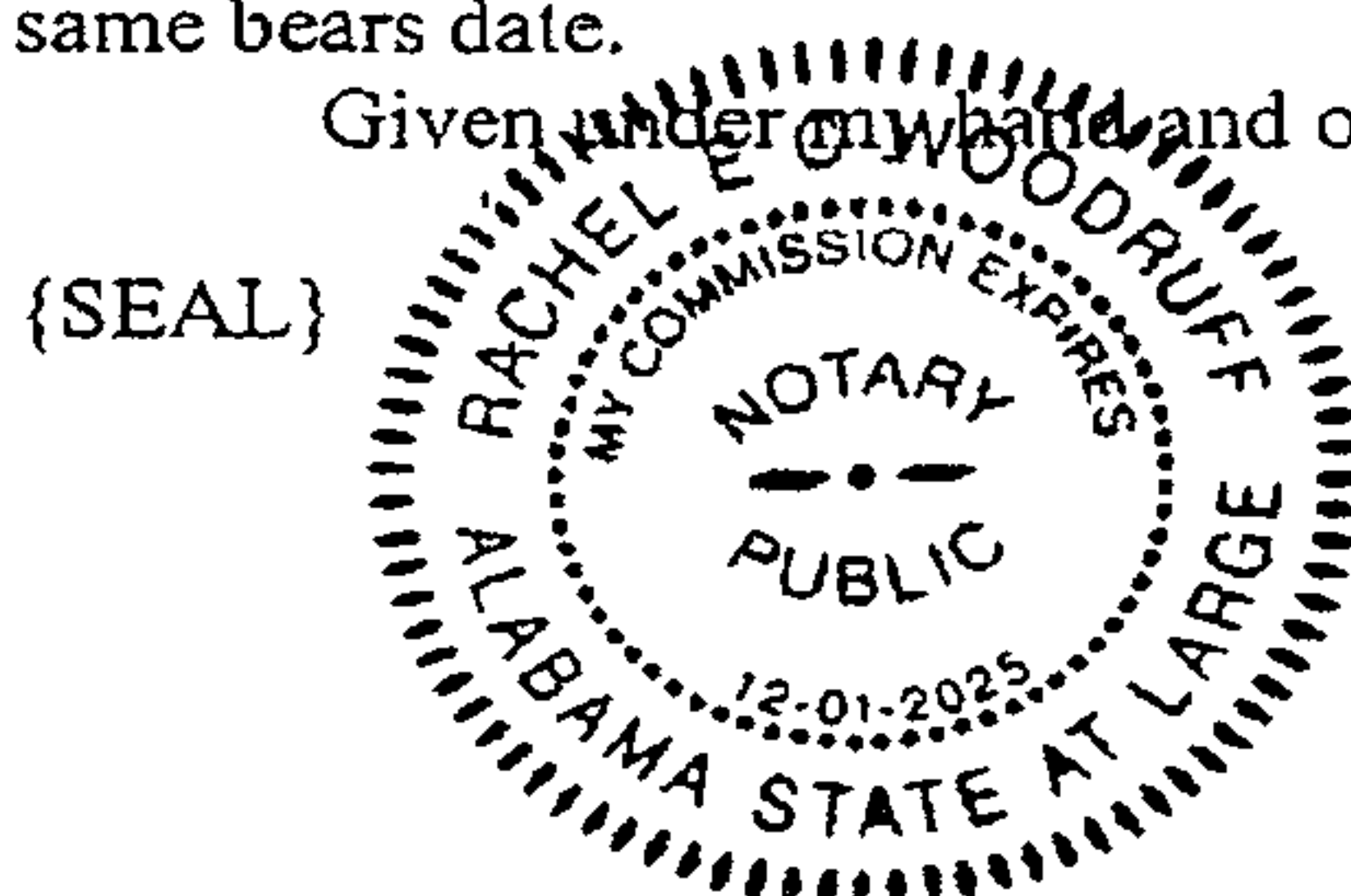
TL DEVELOPMENT, LLC, an Alabama limited liability company

By: 
Delton L. Clayton
As Its Manager

STATE OF ALABAMA
COUNTY OF Shelby


I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Delton L. Clayton, whose name as Manager of TL Development, LLC, an Alabama limited liability company, 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 such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 17 day of June, 2024.



Rachel E C Woodruff
NOTARY PUBLIC
My Commission Expires: 12/01/2025

TIMBERLINE INVESTMENTS, LLC, an Alabama limited liability company

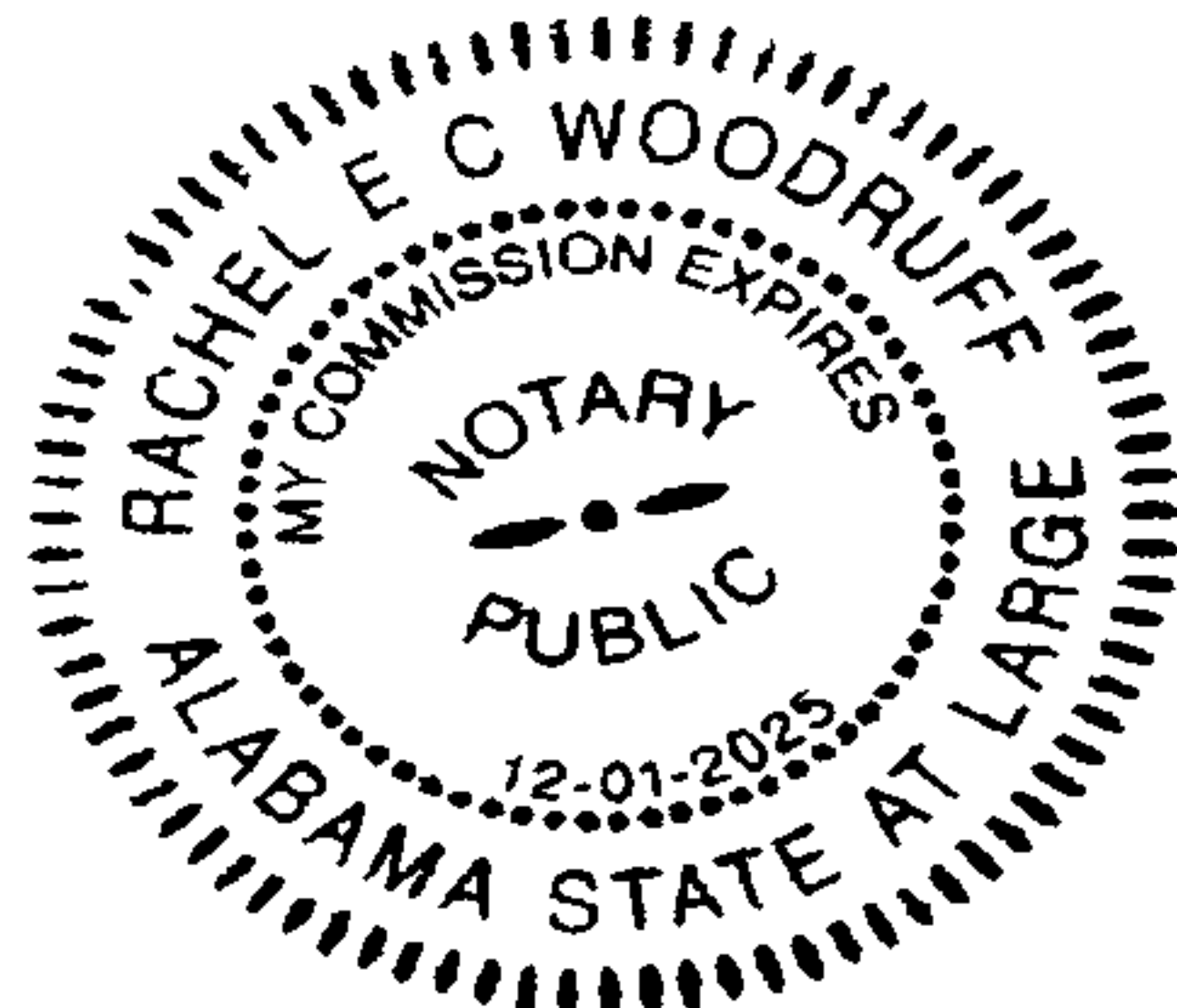
By: 
Delton L. Clayton
As Its Manager

STATE OF ALABAMA
COUNTY OF Shelby

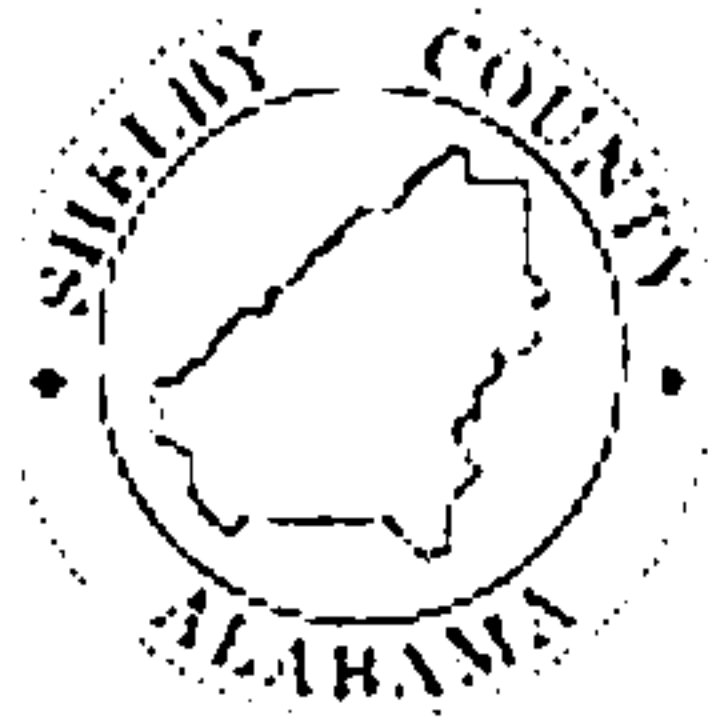
I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that Delton L. Clayton, whose name as Manager of Timberline Investments, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal on this the 17 day of June, 2024.

{SEAL}



Rachel E C Woodruff
NOTARY PUBLIC
My Commission Expires: 12/01/2025



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 06/21/2024 12:54:12 PM
 \$41.00 PAYGE
 20240621000186350

Allen S. Bayal

MORTGAGEE'S CONSENT AND SUBORDINATION

D.R. Horton, Inc. – Birmingham, an Alabama corporation (“Secured Lender”), the mortgagee under that certain Earnest Money Mortgage, executed by TL Development, LLC, dated June 23, 2022 and recorded as Instrument No. 20220623000251910 in the Office of the Judge of Probate of Shelby County, Alabama (the “Mortgage”), does hereby consent to the recording of this Amendment to the Declaration. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Amendment. Secured Lender does hereby acknowledge and agree that this this Amendment and the Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Amendment and the Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the June 18, 2024.

D.R. Horton, Inc. – Birmingham, an Alabama corporation

By: _____

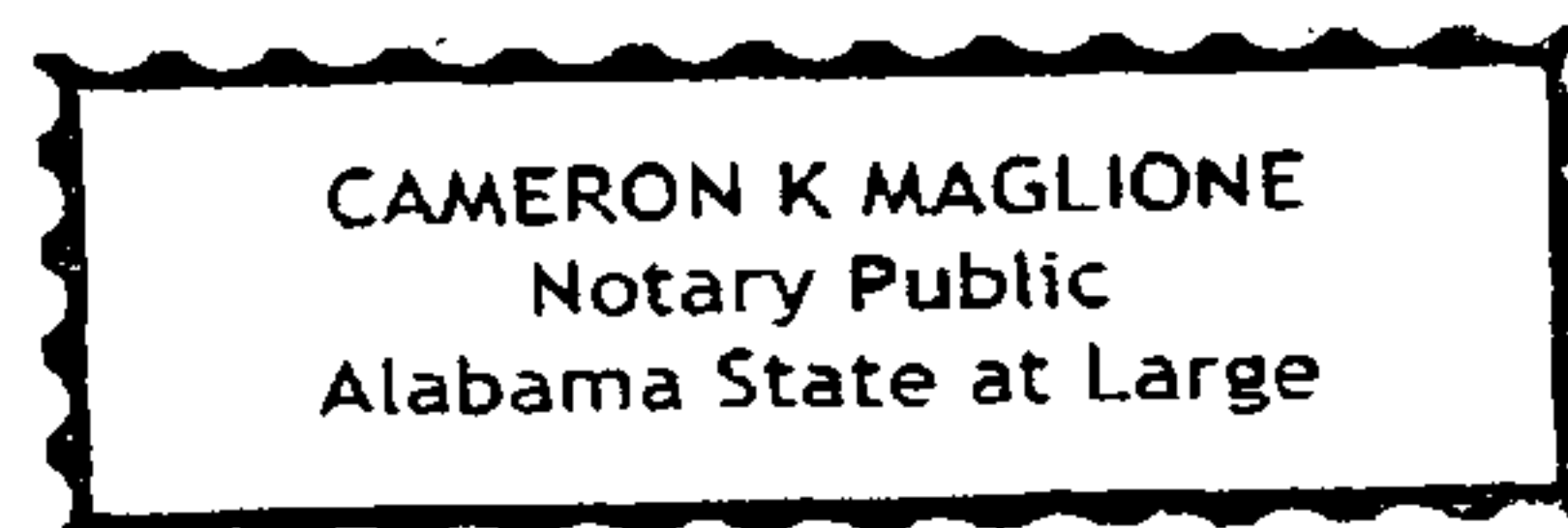
Julia L. Antee

As Its Assistant Secretary

STATE OF ALABAMA _____
 COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Julia L. Antee as the Assistant Secretary for D.R. Horton, Inc. – Birmingham, an Alabama corporation, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, s/he has executed the same voluntarily for and as the act of said entity.

Given under my hand and seal this 17 day of June, 2024.



Cameron K Maglione

Notary Public

My Commission Expires:

My Commission Expires
 August 17, 2026