

Upon recording return this instrument to:

Shelby Investments, LLC
1511 Highway 13
Helena, Alabama 35080

This instrument was prepared by:

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

STATE OF ALABAMA)
COUNTY OF SHELBY)

**FIRST AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS
FOR
WAVERLY RIDGE PRIVATE SUBDIVISION**

This instrument (the "Amendment") amends that certain Declaration of Protective Covenants for Waverly Ridge Private Subdivision, as recorded in Instrument No. 20240226000049570 in the Probate Office of Shelby County, Alabama (the "Declaration").

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

WHEREAS, after consultation with the Owners, Developer desires to amend the Declaration to modify the setback provisions as set forth in Section 3.10 of the Declaration; and

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

1. Section 3.10 of the Declaration is hereby deleted in its entirety and the following is substituted therefor:

3.10 Setback Requirements. *The following setback requirements shall be applicable to the Lots, except as may be otherwise shown on the Record Map, in which case the distances and measurements shown on the Record Map shall be applicable:*

(a) *No structure may be erected within 150 feet from the boundary of the 60-foot Ingress, Egress, Drainage and Utility Easement shown on the Record Map, except for Lots 7, 8, 9, and 10, on which no structure may be erected within 100 feet due to the nature of these Lots. ...*

(b) *No structure may be erected within 100 feet from the front and rear boundary lines of any Lot and within 50 feet from the side boundary lines of a Lot.*

(c) For purposes of subparagraphs (a) and (b) above and any other setback requirements as may be shown on the Record Map, eaves, steps, stoops, uncovered porches, uncovered terraces, and uncovered decks shall not be deemed a part of the dwelling.

(d) All setbacks provided for in this Section shall be measured from the nearest Lot boundary line to the nearest exterior vertical plane of any dwelling or building located upon a Lot.

(e) The foregoing notwithstanding, the location of all structures on any Lot are subject to the prior written approval of the Committee prior to the commencement of construction.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed by its duly authorized officer or representative on this the 3rd day of July 2024.

Developer:

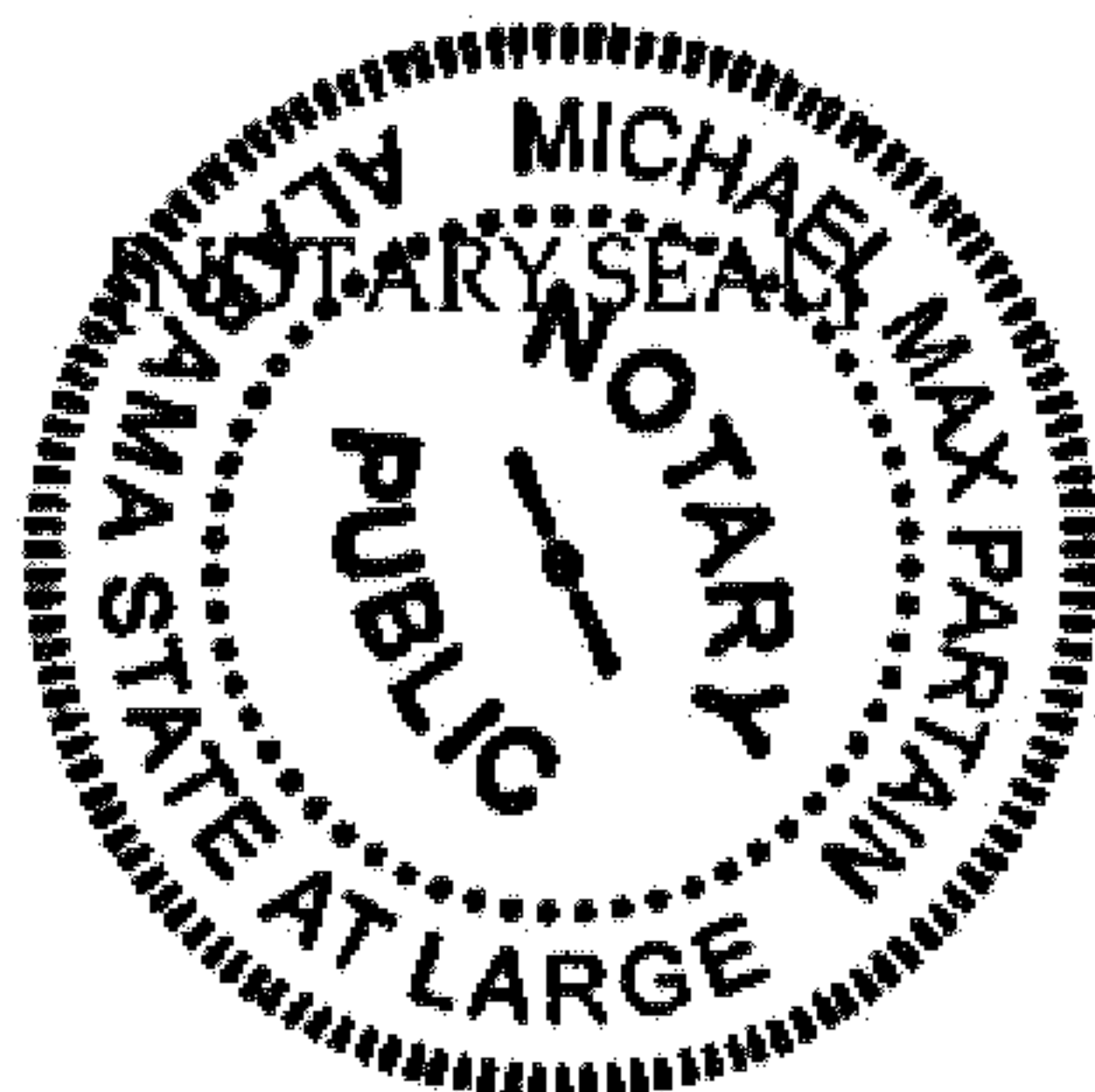
Shelby Investments, LLC

By: [Signature]
Timothy Webster
Its: Managing Member

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

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 3rd day of July 2024.



[Signature]
Notary Public
My Commission Expires: 1-20-2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/03/2024 09:51:50 AM
\$25.00 BRITTANI
20240703000201810

Allen S. Beyl