THIRD ADDENDUM AND AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR HILLSONG AT MT. LAUREL 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 Hillsong at Mt. Laurel Subdivision according to the plat(s) of Hillsong at Mt. Laurel Subdivision 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 Hillsong at Mt. Laurel Subdivision, recorded in the Office of the Judge of Probate of Shelby County, Instrument No. 20230726000222430; as amended by that certain First Amendment to the Declaration of Protective Covenants for Hillsong at Mt. Laurel Subdivision, recorded in the Office of the Judge of Probate of Shelby County, as Instrument No. 20230929000292080; as amended by that certain Second Amendment to the Declaration of Protective Covenants for Hillsong at Mt. Laurel Subdivision, recorded in the Office of the Judge of Probate of Shelby County, Instrument No. 20240206000029260 (hereinafter referred to as "Covenants"); and

WHEREAS, under Section 9.04 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 Hillsong at Mt. Laurel 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.

Clayton Properties Group, 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, and who is known to me, acknowledged before me, on this day, that, being informed of the contents of this instrument, 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 _______day of August, 2024.

My Commission Expires: ___



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk **Shelby County, AL** 08/16/2024 03:29:49 PM **\$27.00 JOANN** alli 5. Beyl

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