

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**THIRD AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR HILLSONG AT MT. LAUREL SUBDIVISION**

THIS THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HILLSONG AT MT. LAUREL SUBDIVISION (this "Amendment") is made and entered into as of the 13th day of February, 2025 by **CLAYTON PROPERTIES GROUP, INC.** ("Developer").

R E C I T A L S:

Developer has heretofore entered into the Declaration of Protective Covenants for Hillsong at Mt. Laurel Subdivision dated July 24, 2023 which has been recorded as Instrument No. 20230726000222430 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by First Amendment thereto dated September 28, 2023 and recorded as Instrument No. 20230929000292080 in the aforesaid Probate Office and as further amended by Second Amendment thereto dated January 31, 2024 and recorded as Instrument No. 20240206000029260 in the aforesaid Probate Office (collectively, the "Declaration").

Developer desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby amend the Declaration as follows:

1. Development Agreements. Section 1.01 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

"1.01 These Protective Covenants are subject to the Development Agreement dated June 14, 2021 (the "Phase 1 Development Agreement") between EBSCO Development Company, Inc. ("EBSCO"), and the Developer, recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument No. 20210615000292230, Development Agreement dated March 23, 2022 (the "Phase 2 Development Agreement") between EBSCO and the Developer, recorded in the aforesaid Probate Office as Instrument No. 20220324000120060 and the Phase 3 Development Agreement dated January 31, 2025 (the "Phase 3 Development Agreement") between EBSCO and the Developer, recorded in the aforesaid Probate Office as Instrument No. 20250214000045940 (collectively, the "Development Agreement"). Pursuant to Section 7 of each Development Agreement, the following terms are included within these Protective Covenants:"

2. Fencing. Section 2.14 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“Attached hereto as Schedule 1 and incorporated herein by reference are the Hillsong at Mt Laurel Fence Regulations which are applicable to all Lots. The terms and provisions of this Section 2.14 may not be amended, changed or modified without the prior written consent of the Mt Laurel Neighborhood Association, as defined in each Development Agreement.”

3. Easements. Section 6.01 of the Declaration is deleted in its entirety and the following is substituted in lieu thereof:

“6.01 Developer does hereby establish and reserve for itself, the Association, the Committee and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purposes of inspecting each Lot and any dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertaking any of the actions authorized or permitted to be taken by any of them pursuant to these Protective Covenants or under any Development Agreement, including, without limitation, the performance by Developer (or the Association) of the maintenance obligations under Paragraph 5(d) of the Phase 3 Development Agreement, the costs of which shall be “Common Expenses”, as defined in the Bylaws of the Association.”

4. Full Force and Effect. Except as expressly modified or amended herein, all of the terms and provisions of the Declaration shall remain in full force and effect and are hereby ratified, confirmed and approved.

[Signature on the following page.]

IN WITNESS WHEREOF, the Developer has executed this Amendment as of the 13TH
day of FEBRUARY, 2025.

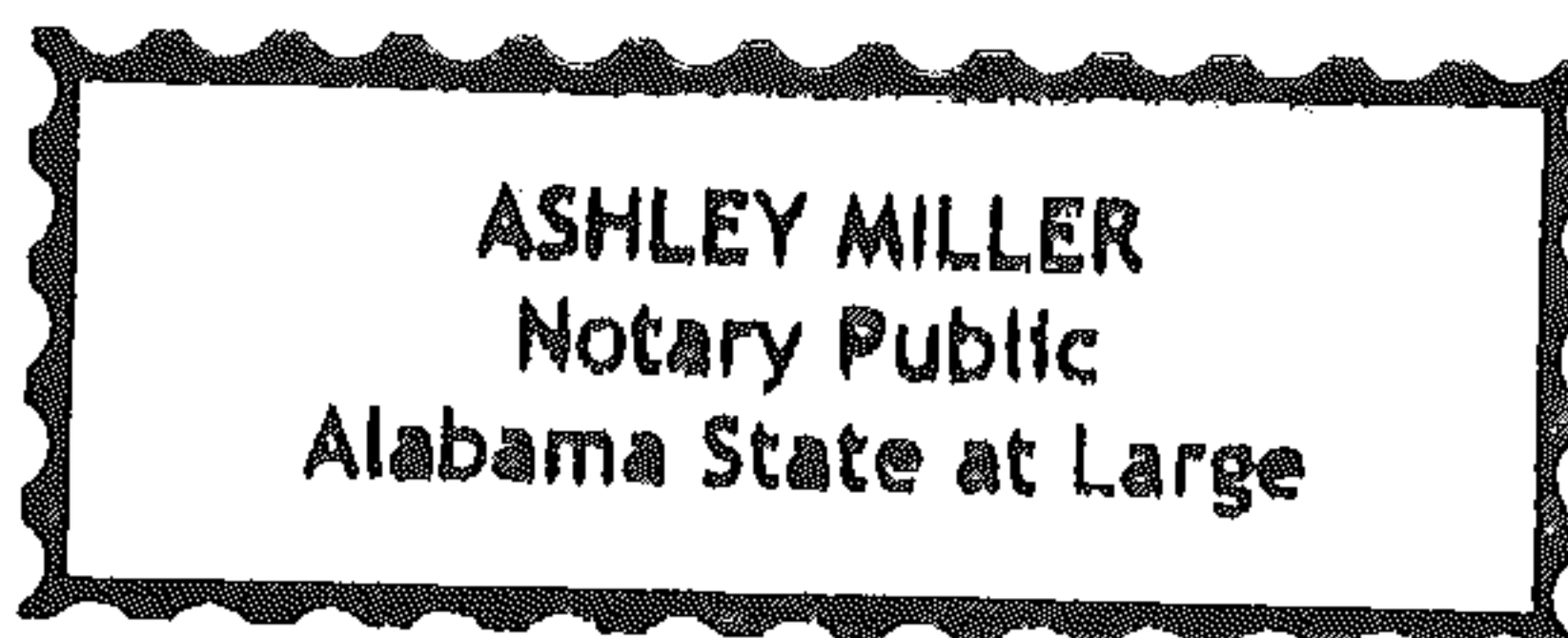
CLAYTON PROPERTIES GROUP, INC.,

By: [Signature]
Name: J. Brooks Harris
Title: Authorized Signatory

STATE OF ALABAMA)
:
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that J. Brooks Harris, whose name as Authorized Signatory of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, 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 the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 13 day of February, 2025.



[NOTARIAL SEAL]

[Signature]
Notary Public

My commission expires: February 14, 2026 **My Commission Expires**

This instrument prepared by:
Stephen R. Monk
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

Schedule 1**Hillsong at Mt laurel Fence Regulations****Hillsong at Mt Laurel
Fence Regulations****General Notes:**

All fences must be submitted by the owner for review by the ARC and must be approved by the ARC prior to installation.

Lots 3-1 through 3-26 according to the Preliminary Plat dated 11/04/2024 as approved by the Shelby County Planning Commission on 01/21/2025 are required to have Black Aluminum Fencing on the rear property line (specifications included herein). The referenced lots are shown in Exhibit A.

Fence Styles**(1) Wooden Fences**

Wooden fences are permitted along the rear and side property lines and to establish fence frontage lines as described by the Front Setbacks for Fences section herein.

The approved wooden fence style and specifications are shown below, including color restrictions:



MTL DRE 08/18/2023:
Fence design is approved with comments:
1) Post caps to be pyramid cut
2) No pigmented stains or paints allowed. Transparent preservatives are allowed

(2) Black Aluminum Fences

Pursuant to the Hillsong at Mt Laurel Covenants 2.14, black aluminum fencing is allowed along a rear property line.

Note: Lots 3-1 through 3-26 according to the Preliminary Plat dated 11/04/2024 as approved by the Shelby County Planning Commission on 01/21/2025 are required to have the black aluminum fencing on the rear property line. The referenced lots are shown in Exhibit A.

Black Aluminum Fence Specifications:

Height: 60"

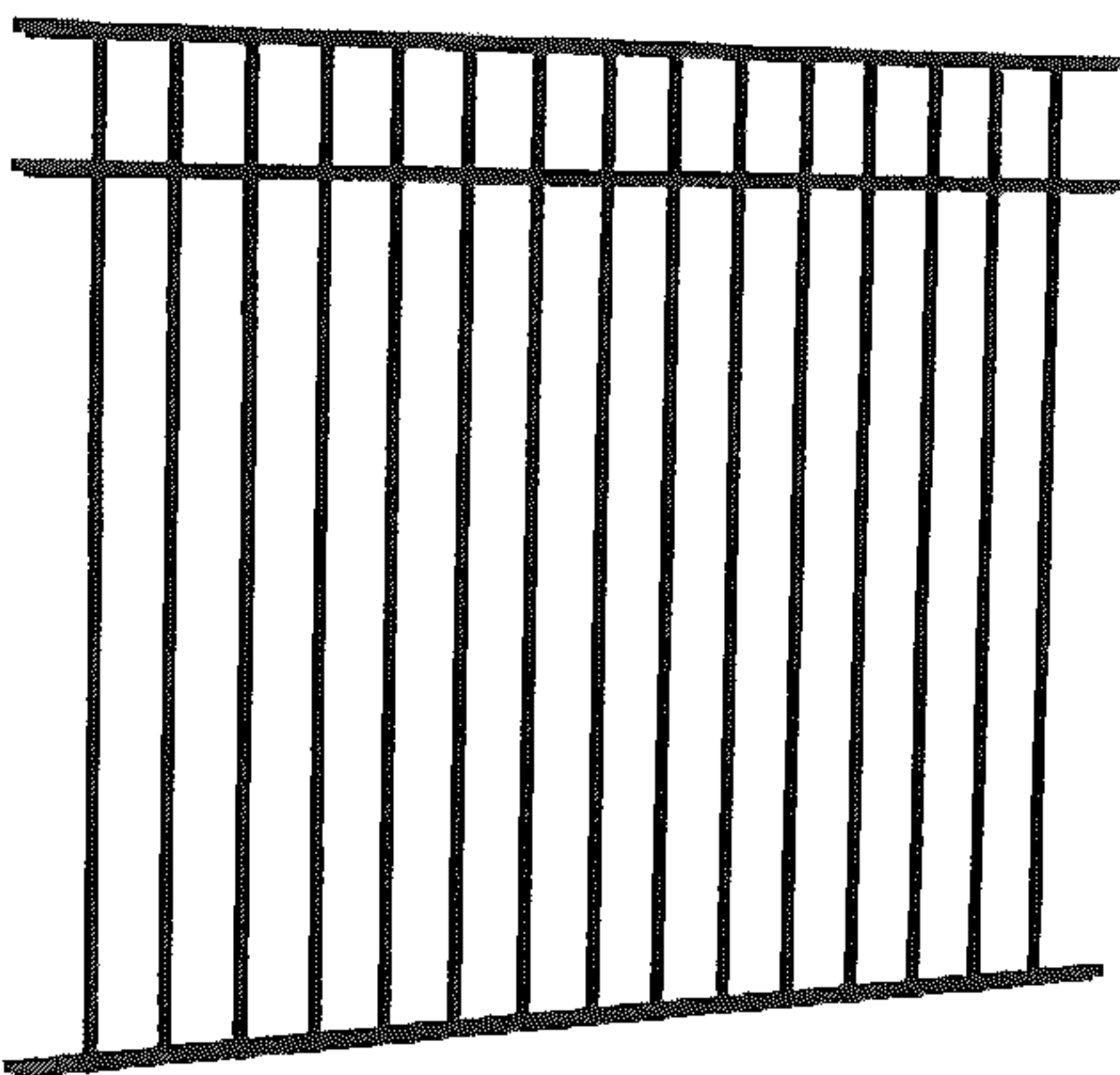
Flat top panels

Vertical square bar pickets @ approximately 4" o.c.

Horizontal bars limited to 3.

Vertical 2"x2" square posts equally spaced @ approximately 6'-0" o.c. and capped with a simple cap. **No finials, spikes, or ornamentation allowed.**

Black Aluminum Fence Examples:



Front Setbacks for Fences

(1) Alley-Loaded Homes

Homes which utilize an alley for access shall have fence frontages which:

- a) Conceal HVAC equipment from view at the street or sidewalk and
- b) shall be approximately 2/3 down the side of the house from the front face of the home when facing it from the street

(2) Front-Loaded Homes

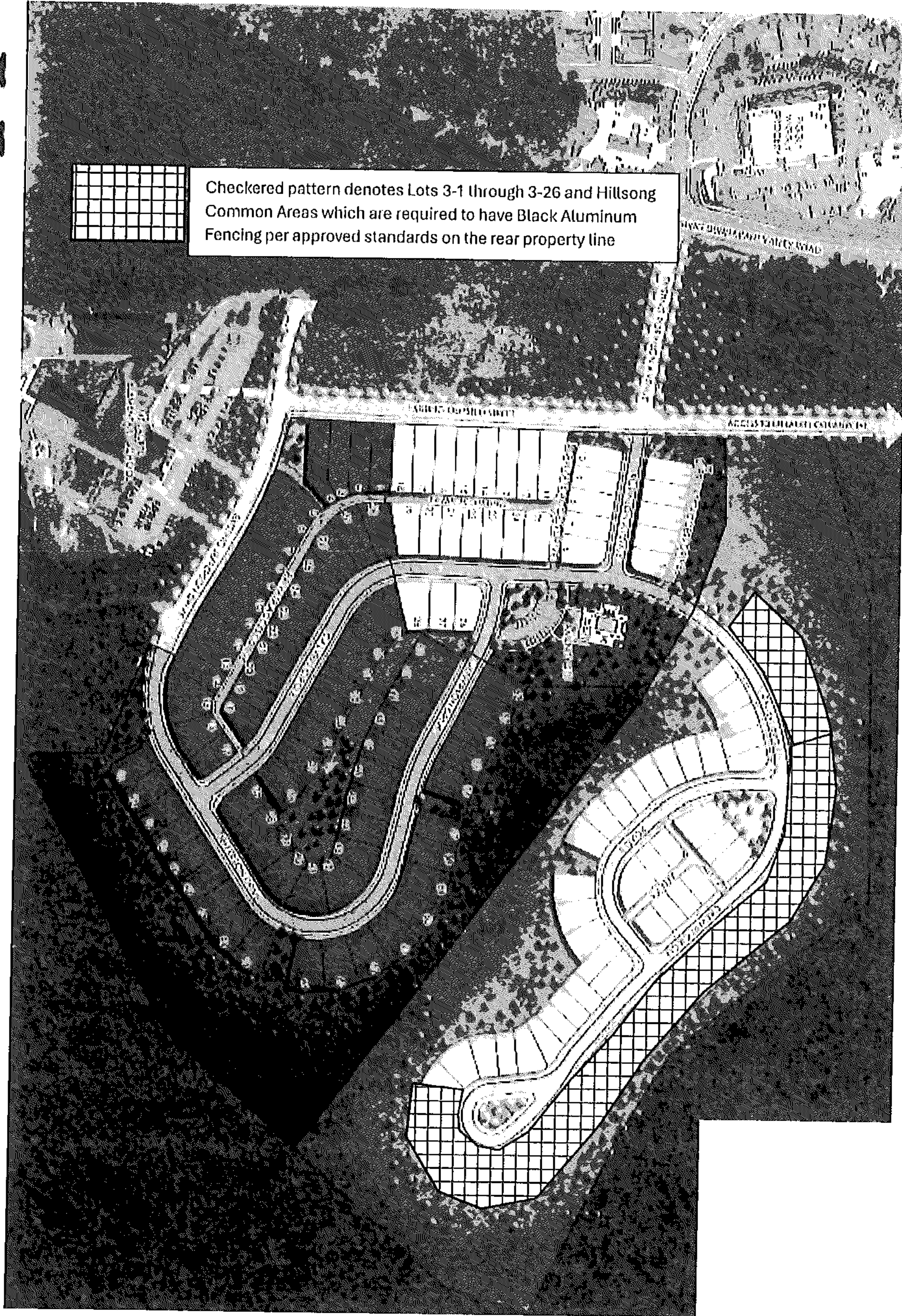
Homes which are accessed from the street in front shall have fence frontages which:

- a) Conceal HVAC equipment from view at the street or sidewalk and
- b) may either be located from the back corner of the home or no closer to the street than 2/3 down the side of the house from the front face of the home when facing it from the street.

EXHIBIT A

H
HILLSONG
AT MT LAUREL

MARRIS DOYLE
15411



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/14/2025 11:58:23 AM
\$41.00 JOANN
20250214000046010

Allen S. Bayl