

STATE OF ALABAMA)
COUNTY OF SHELBY)

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MALLARD LANDING, A RESIDENTIAL SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS THAT,

WHEREAS, Mallard Landing Development, L.L.C. ("Developer") previously filed a Declaration of Protective Covenants for Mallard Landing, A Residential Subdivision, in the Probate Office of Shelby County, Alabama, recorded on October 7, 2019, as **Instrument Number 20191007000369270** (the "Original Declaration") with respect to certain real property situated in Shelby County, Alabama, which is part of a residential subdivision known as Mallard Landing, A Residential Subdivision (the "Development"), and which is more particularly described in the Plat of Mallard Landing, as recorded in Map Book 51, at Page 64A-64F, in the Probate Office of Shelby County, Alabama; and

WHEREAS, the Original Declaration was later amended by that certain "Amendment to the Declaration of Covenants, Conditions, and Restrictions for Mallard Landing, a Residential Subdivision," which was recorded at Instrument Number 20220225000080400 in the Probate Office of Shelby County, Alabama (the "Corrective Amendment") to correct certain scrivener's errors in the document and that certain "Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, A Residential Subdivision; Phase 3, Sector 1" which was recorded as Instrument Number 20220225000080410 and in the Probate Office of Shelby County, Alabama; and that certain "Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, A Residential Subdivision; Phase 3, Sector 2" which was recorded as Instrument Number 20230324000083300; and that certain "Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, A Residential Subdivision; Phase 2, The Ridge" which was recorded as Instrument Number 20230307000063170; and that certain "Supplementary Declaration to the Declaration of Covenants, Conditions and Restrictions for Mallard Landing, A Residential Subdivision; Phase 2" which was recorded as Instrument Number 20230324000083250; and

WHEREAS, certain authorities and remedies for violations were inadvertently omitted from the Original Declaration; and

WHEREAS, Section 11.03 of the Original Declaration provides that "[i]f there appears to be any other omissions or errors in this Declaration, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interests of any other party, then such error or omission may be corrected by the filing of an amendment to this Declaration executed by the Board [of Directors of the Association] without the consent of any other party"; and

WHEREAS, the Board desires to correct the above described omission in accordance with and pursuant to the terms thereof;


NOW THEREFORE, pursuant to Section 11.03 of the Original Declaration, the Board does, upon the recording hereof in the Office of the Judge of Probate of Shelby County, Alabama, amend the Original Declaration, to add Section 10.07 as follows:

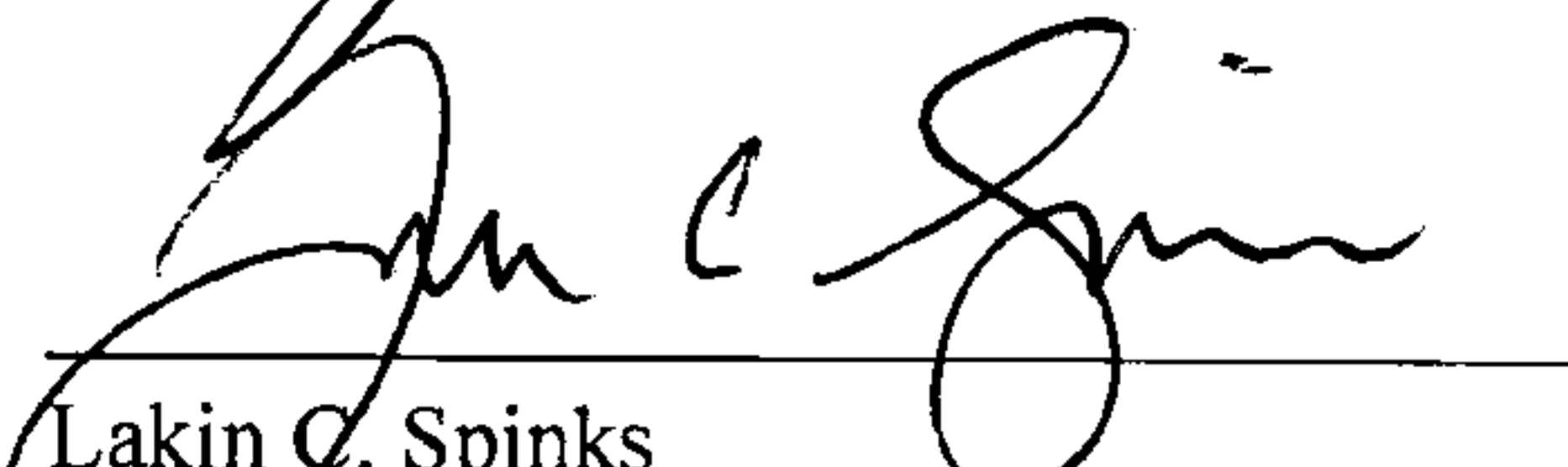
10.07 Authority and Enforcement. In addition to any other remedies contained herein, in the event any Owner or their respective agents, contractors or invitees, violates any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations adopted by the Board of the Association from time to time, the Board shall have the power to (i) impose reasonable monetary fines which shall constitute an equitable charge and continuing lien upon the Lot and Dwelling and shall be a personal obligation of such Owner which is guilty of such violation, (ii) suspend an Owner's right to vote in the Association or (iii) suspend an Owner's right (and the right of such Owner's family members, guests and tenants) to use any of the facilities located in or upon the Common Areas, and the Board shall have the power to impose all or any combination of any of the foregoing sanctions. Any such suspension of rights may be for the duration of the infraction.

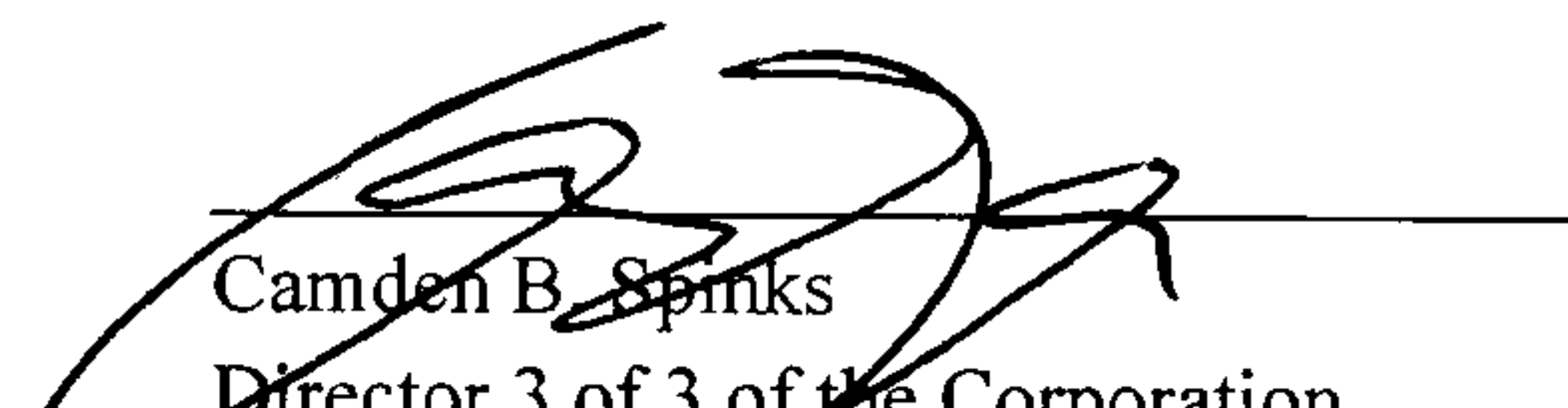
The Board further hereby reaffirms and restates the terms and provisions of the Original Declaration in their entirety without any change whatsoever, except as may have been amended hereby or pursuant to the terms of any supplemental declaration or previous amendment allowed by the Original Declaration.

The provisions of the Original Declaration as so amended shall run with the land and be binding upon and shall inure to the benefit of the Property and the Subject Property and all parties having or acquiring any right, title or interest in and to the Property or any part thereof, and their successors in interest.

IN WITNESS WHEREOF, the undersigned, being all the directors of the Association, have caused this Amendment to be executed as of the 13th day of February, 2025.


 Jason E. Spinks
 Director 1 of 3 of the Corporation


 Lakin C. Spinks
 Director 2 of 3 of the Corporation


 Camden B. Spinks
 Director 3 of 3 of the Corporation

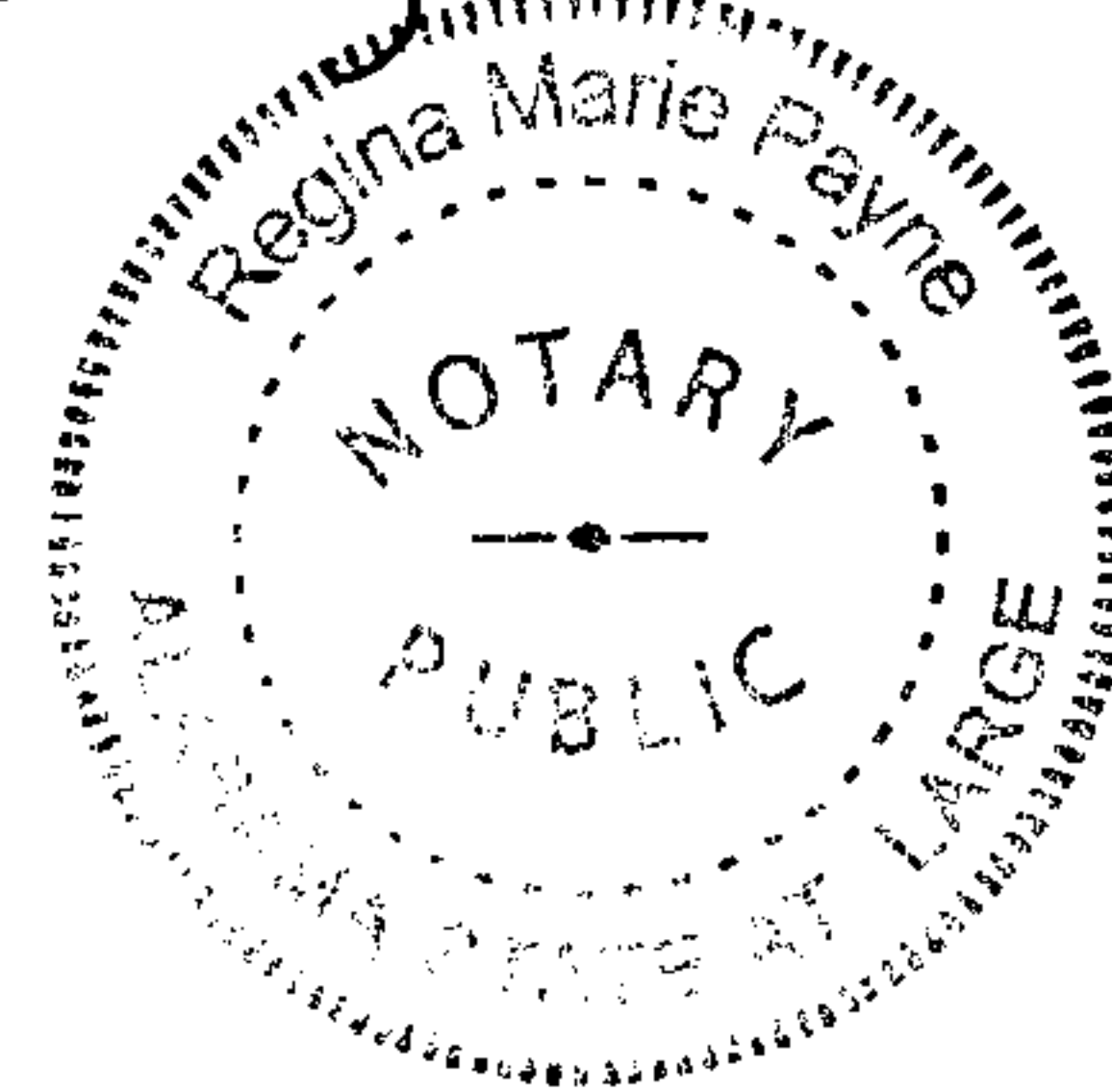
STATE OF ALABAMA
COUNTY OF SHELBY

I, **THE UNDERSIGNED AUTHORITY**, a Notary Public in and for said county, hereby certify that Jason E. Spinks whose name as director of Mallard Landing Residential Association, Inc. 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 said instrument, he, as such director and with full authority, executed the same voluntarily for and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, on this the 13th day of February, 2025.

Regina Marie Payne

NOTARY PUBLIC; my commission expires 4-4-26



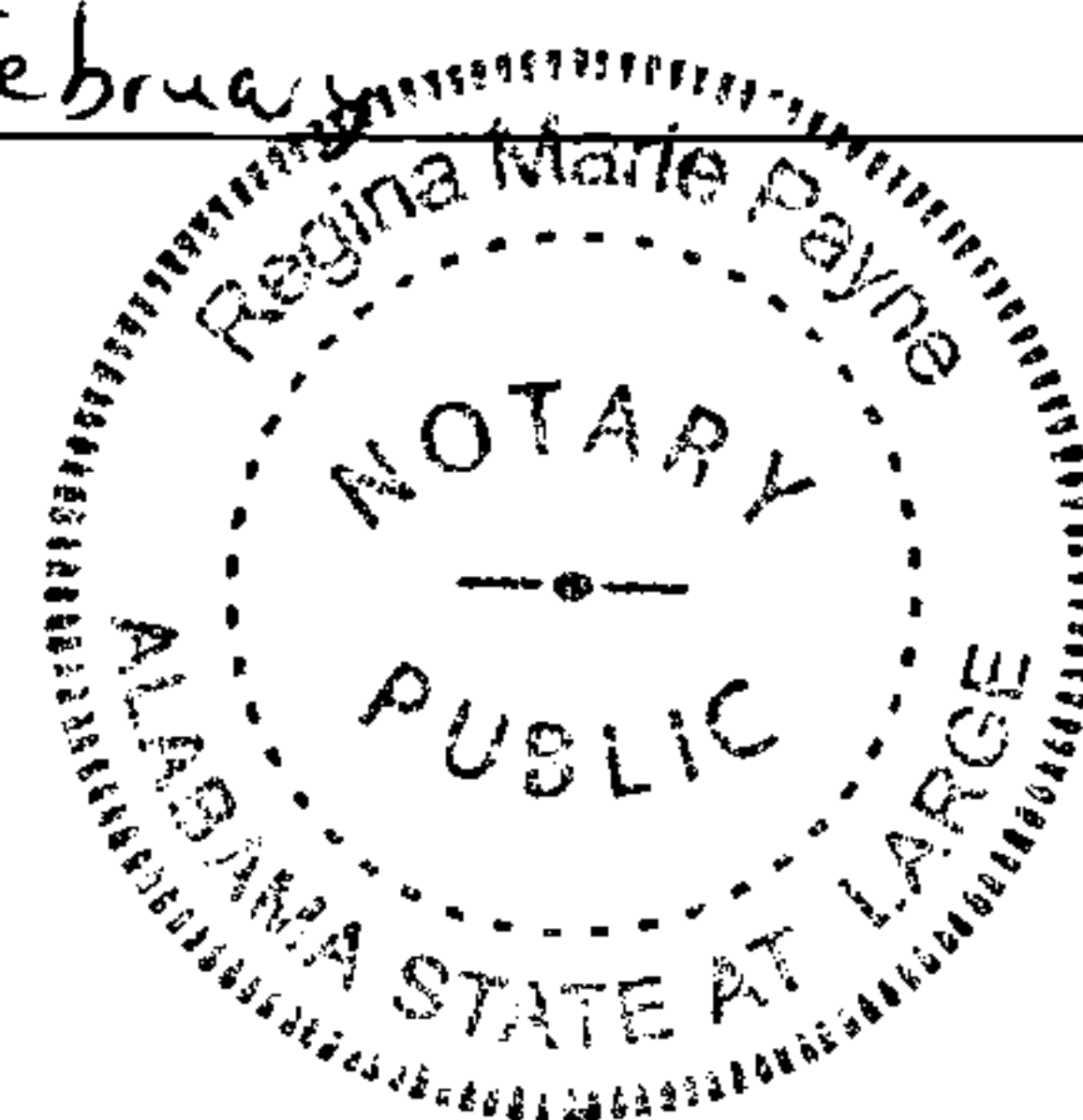
STATE OF ALABAMA
COUNTY OF SHELBY

I, **THE UNDERSIGNED AUTHORITY**, a Notary Public in and for said county, hereby certify that Lakin C. Spinks whose name as director of Mallard Landing Residential Association, Inc. 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 said instrument, he, as such director and with full authority, executed the same voluntarily for and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, on this the 13th day of February, 2025.

Regina Marie Payne

NOTARY PUBLIC; my commission expires 4-4-26



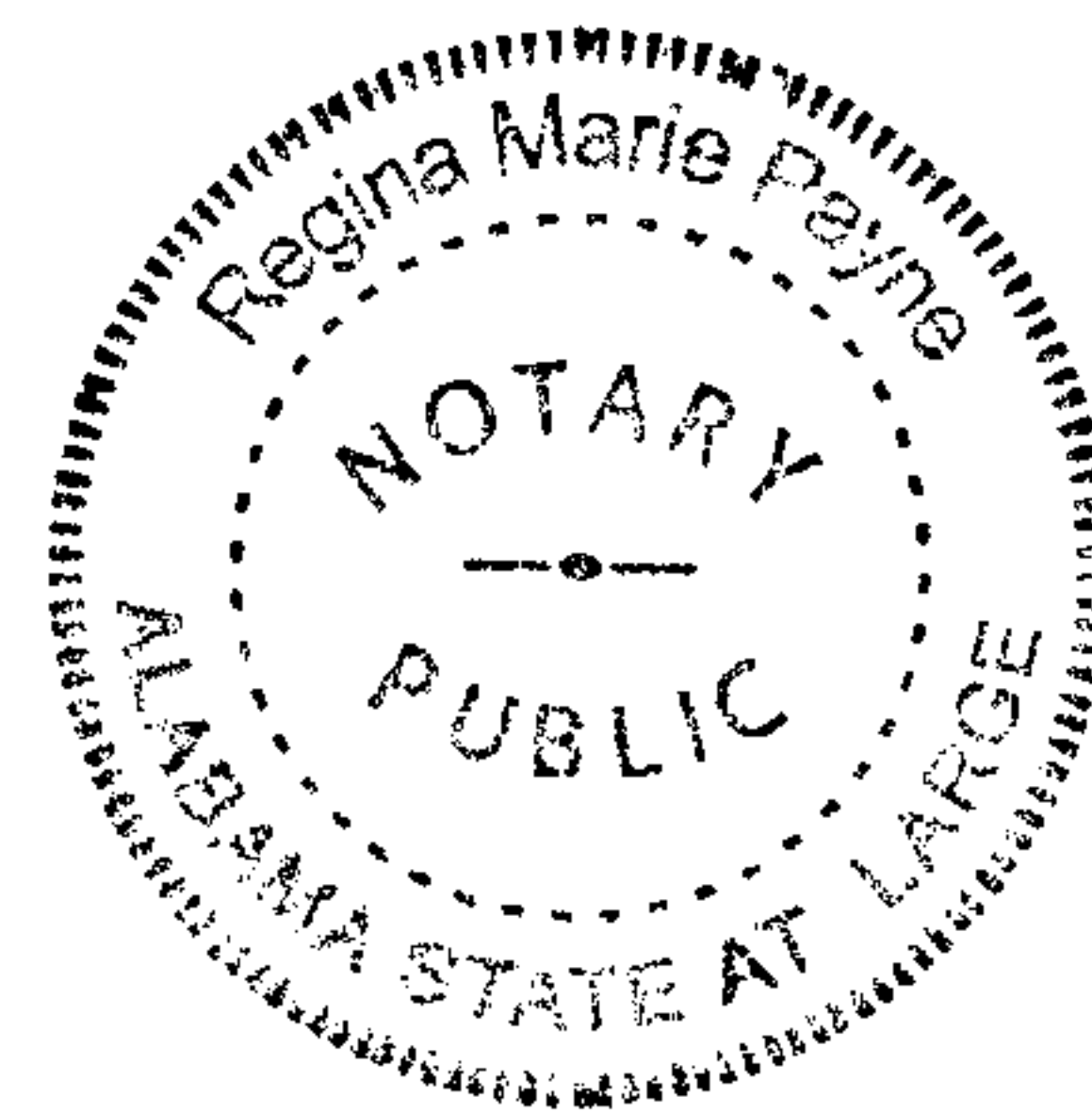
STATE OF ALABAMA
COUNTY OF SHELBY

I, **THE UNDERSIGNED AUTHORITY**, a Notary Public in and for said county, hereby certify that Camden D. Spinks whose name as director of Mallard Landing Residential Association, Inc. 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 said instrument, he, as such director and with full authority, executed the same voluntarily for and as the act of said entity on the day and year set forth above.

GIVEN UNDER MY HAND, on this the 13th day of February, 2025.

Regina Marie Payne

NOTARY PUBLIC; my commission expires 4-4-26



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 02/24/2025 03:26:04 PM
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 20250224000054780