

STATE OF ALABAMA)

SHELBY COUNTY)

**AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS
FOR SPRINGS CROSSING**

This Amendment to Declaration of Restrictive Covenants for Springs Crossing (the Amendment) is made this 28th day of August, 2025 by AR Properties, LLC and WLP70, LLC (Developer).

WHEREAS; Developer filed the Declaration of Restrictive Covenants for Springs Crossing (the Covenants) on February 13, 2019, which Covenants are recorded in Instrument No. 20190213000047140 Office of the Judge of Probate of Shelby County, Alabama and any and all amendments thereto; and

WHEREAS; Developer pursuant to the authority granted in Article IX Paragraph 16 of the Covenants desires to amend the Covenants as hereinafter set out.

NOW, THEREFORE, in consideration of the premises and for other good and valuable considerations, Developer hereby amends the Covenants as follows:

A. To Paragraph 5 of Article III of the Covenants is hereby amended to the following:

5. Fences. No fence or fencing type barrier of any kind shall be permitted from the front Lot line to the rear corner of any Dwelling. All fences for any Dwelling shall be as follows: From the back corners of the Dwelling to two (2) feet inside the side and rear Lot lines. The fence shall be either black wrought iron or black aluminum simulated wrought iron. Wood fences will be permitted. Wood fencing will be permitted, however within 21 days of installation of any wood fencing, a seal coat of protective sealer is required to be applied to the side(s) of any fencing visible from any Lot or roadway. The type, color, and brand name of the sealer will be determined by the ARC. Under no circumstances shall any fence be higher than 6 feet.

B. To Article IV of the Covenants is added the following new paragraph:

11. Variances. Notwithstanding anything to the contrary contained herein, the Developer and the Board of Directors with the consent of the Developer shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case is warranted and would not be inconsistent with the overall scheme of development for the Community.

In all other respects, unless expressly modified by this Amendment, the provisions of the Covenants shall remain in full force and effect.

Done effective the date and year first above written.

AR Properties, LLC and WLP70, LLC



**By: Randall H. Goggans, Member/Manager
of both AR Properties, LLC and WLP70, LLC**

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Randall H. Goggans**, as **Member/Manager** of **AR Properties, LLC** and **WLP70, LLC**, whose name 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 this instrument, he, in his capacity, executed the same voluntarily, for and as the act of said limited liability company.

Given under my hand and official seal this 28th day of August, 2025.

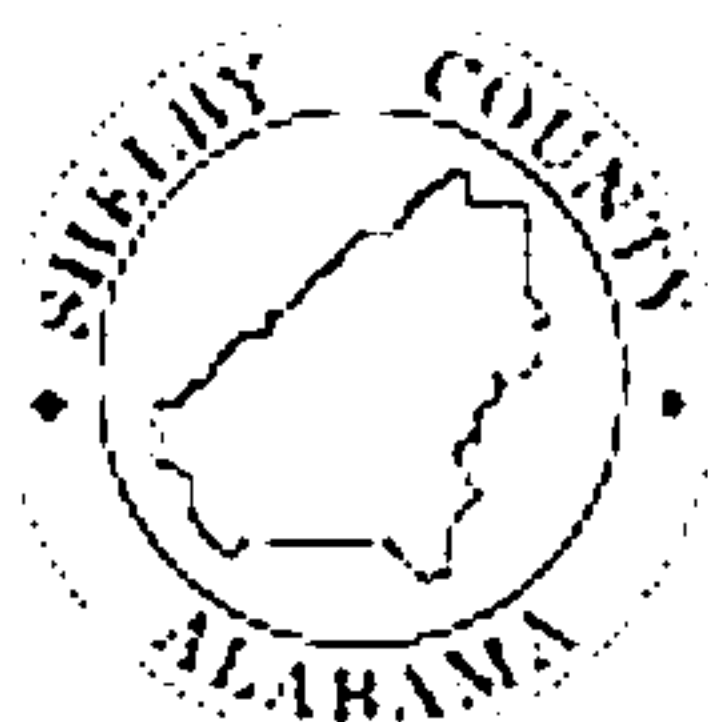
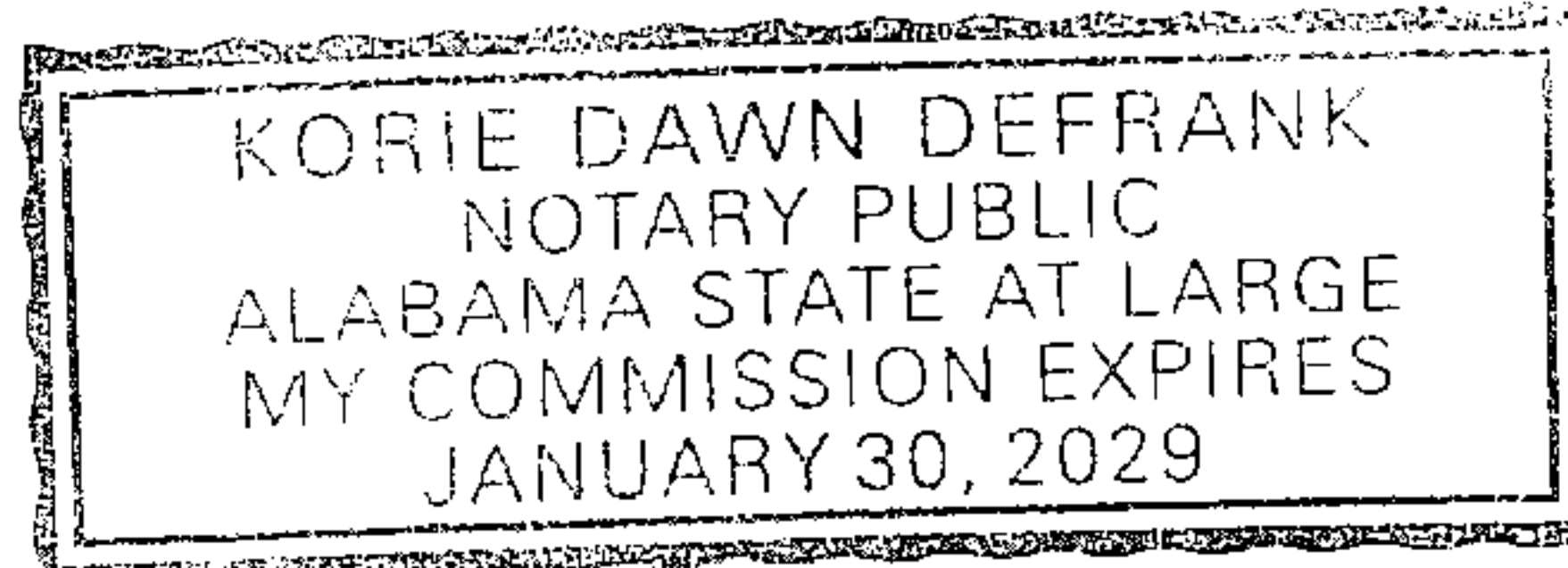


Notary Public

My Commission Expires: 01/30/2029

PREPARED BY:

B. Christopher Battles
3150 Highway 52 West
Pelham, AL 35124



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/29/2025 09:18:34 AM
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