

THIS INSTRUMENT PREPARED BY:
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HUNTSVILLE, ALABAMA 35801
(256) 533-7711
LSB

STATE OF ALABAMA)
 :
SHELBY COUNTY)

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CAMDEN PARK, PHASE ONE SECTOR ONE
A SUBDIVISION TO THE CITY OF CALERA, ALABAMA**

KNOW ALL MEN BY THESE PRESENTS: That whereas, on the 22nd of December 2020, **BIRMINGHAM LD, LLC, an Alabama limited liability company**, as Declarant (the “Declarant”), did promulgate and file for record that certain Declaration of Covenants, Conditions and Restrictions for Camden Park, Phase One Sector One, recorded as Instrument Number 20201230000602400, in the Office of the Judge of Probate of Shelby County, Alabama, and subsequently amended on March 10, 2021, by the Correction & Amendment to Declaration of Covenants, Conditions and Restrictions for Camden Park, Phase One Sector One, recorded as Instrument Number 2021310000120500, in the Office of the Judge of Probate of Shelby County, Alabama (collectively, the “Declaration”); and,

WHEREAS, pursuant to Section 14(c), the Declaration provides that it may be amended unilaterally at any time and from time to time by Declarant; and,

NOW, THEREFORE, pursuant to the provisions of Section 14(c) of the Declaration, the undersigned Declarant acting within the authority established by said Declaration, does hereby amend the Declaration as follows:

1. Amendment.

- a. The Declaration shall be amended by adding the following defined terms in Section 1:

“**Affiliate**” means any person or entity who directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a party. As used herein, the term “control” (including the terms “controlling”, controlled by”, or “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such party, whether through ownership of voting securities or rights, by contract or otherwise.”

“Builder” shall mean a licensed homebuilder approved by the Declarant or the Board of Directors. Only a Builder may construct improvements on any property subject to this Declaration. The Board of Directors may require a review and approval fee of any homebuilder desiring to build at an amount to be determined by the Board of Directors. By executing of this Declaration, Declarant approves **Lennar Homes of Alabama, LLC, a Delaware limited liability company** and **Rausch Coleman Homes Birmingham, LLC, an Alabama limited liability company** each as a Builder hereunder.

- b. The Declaration shall be amended by adding the following subsection as Section 3(k):

(k) Commencement of Assessments. Notwithstanding anything herein to the contrary, the Assessments, as well as all other financial obligations of any Owner hereunder, shall commence on a per Lot basis at the time the Declarant conveys any Lot owned by it to a Third Party¹. Any Builder shall be exempt from paying Assessments or any other financial obligation hereunder.

- c. The Declaration shall be amended by adding the following as Section 3(l):

(l) Exempt Property. The following property shall be exempt from Assessments:

- (i) all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public schools, public streets, public parks, roads, rights-of-way, streets and easements; and
- (ii) all property owned by non-profit organizations and restricted for use as private schools or churches; provided, however, the availability of the exemption for such non-profit organizations is contingent upon prior approval by the Board; and
- (iii) all property owned by Declarant or by any entity that is wholly owned by, or under common ownership with Declarant, an Affiliate of Declarant, or any Builder.

- d. The Declaration shall be amended by adding the following as Section 3(m):

(m) Waiver of Assessments. The Declarant and/or the Board reserves the right to waive any Assessment as may come due from an Owner for any reason.”

2. Ratification. All other provisions of the Declaration, as amended, shall remain unchanged and in full force or effect, except as specifically amended herein.

¹ A Third Party shall be any individual(s) or entity which purchases a completed home from Declarant or a Builder.

3. Counterparts. This Amendment may be executed in any number of counterparts such that the original signature pages, when combined, shall constitute a complete and binding Amendment.
4. Capitalized Terms. All capitalized terms used herein and not specifically defined herein, shall have the meaning as defined in the Declaration.
5. Effective Date. This Amendment shall be effective December 22, 2020 (the “Effective Date”).

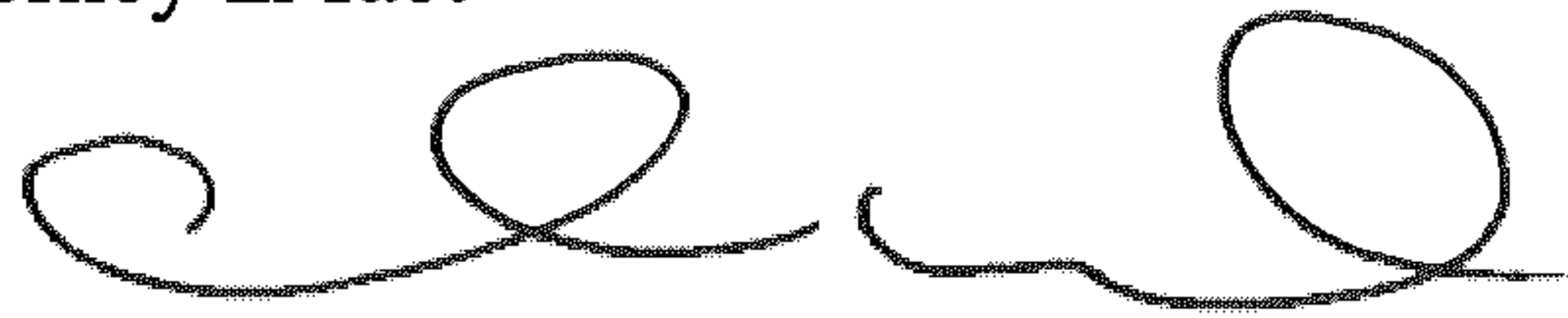
[ALL SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed by its duly authorized representative effective as of the Effective Date.

DECLARANT:

BIRMINGHAM LD, LLC, an Alabama limited liability company

By: Lennar Homes of Alabama, LLC, a Delaware limited liability company as its Attorney in fact

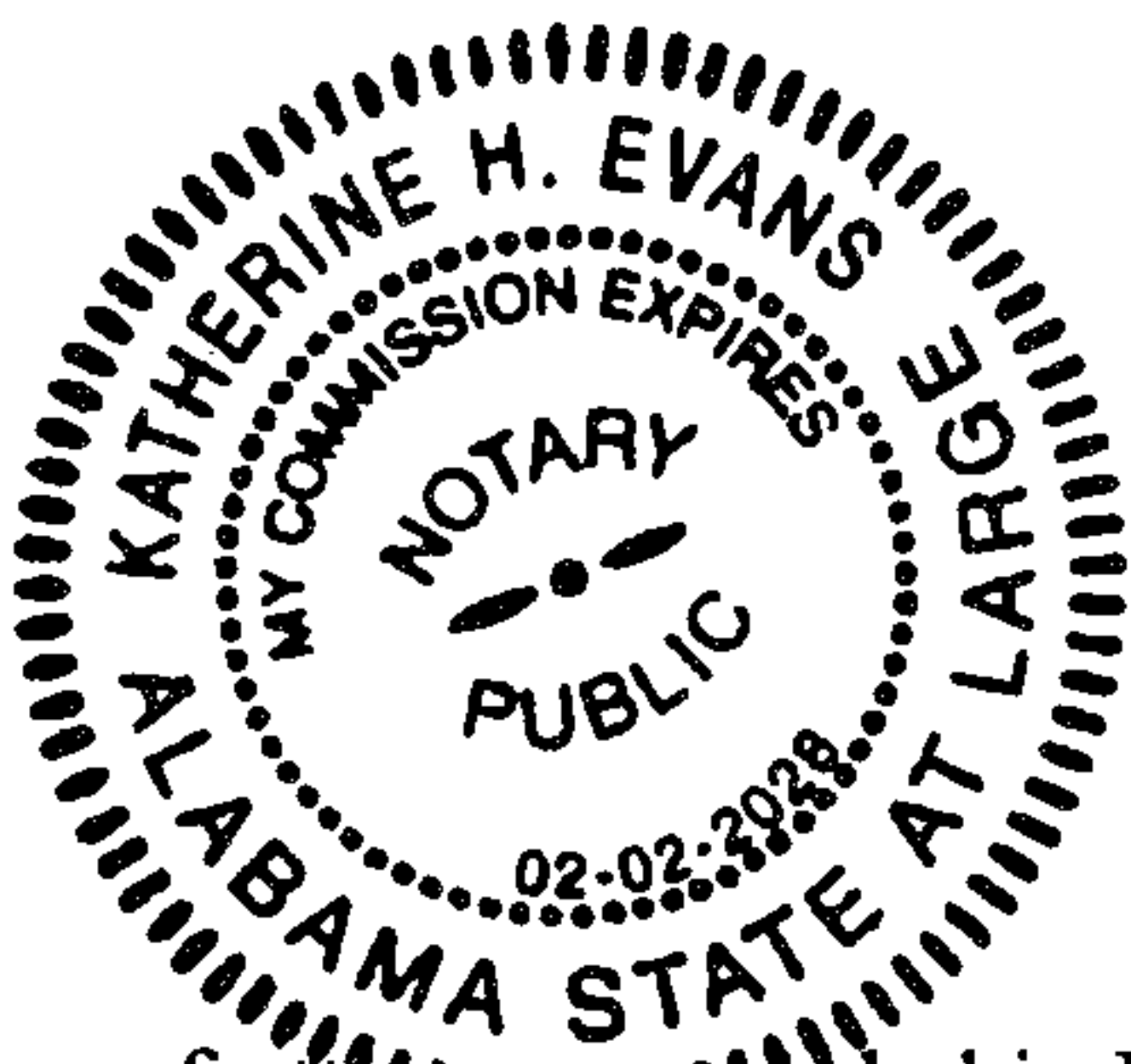


By: Ronald Christopher Moates
Title: Vice President*

STATE OF ALABAMA)
 :
COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, Ronald Christopher Moates, whose name as Vice President of Lennar Homes of Alabama, LLC, a Delaware limited liability company, in its capacity as attorney in fact for Huntsville LD, LLC, an Alabama limited liability company 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, as such Vice President, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

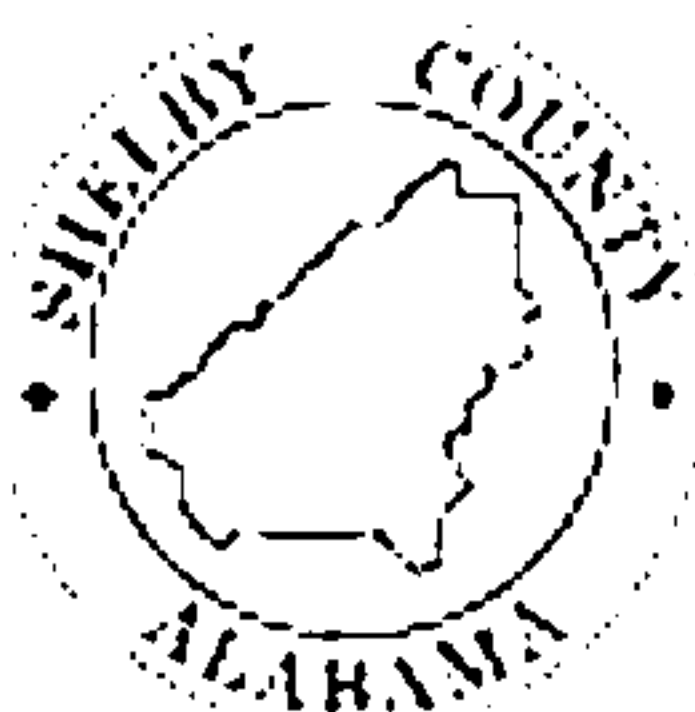
Given under my hand and seal this the 29th of August, 2025.




Notary Public

My Commission Expires: 02-02-2028

*Power of attorney recorded in MISC Book 2025 Page 867 in the Office of the Judge of Probate of Madison County, Alabama on March 14, 2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/16/2025 09:45:24 AM
\$32.00 JOANN
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Alvin S. Bayl