

This instrument prepared by:
Michael B. Odom
Phelps Dunbar LLP
2025 3rd Avenue North, Suite 1000
Birmingham, Alabama 35203

**AMENDMENT NO. 2 TO
STONEGATE FARMS AMENDED AND RESTATED COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS AMENDMENT NO. 2 TO STONEGATE FARMS AMENDED AND RESTATED COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment No. 2") is made as of the 3rd day of September, 2025, by the Stonegate Farms Property Owners' Association, Inc., an Alabama nonprofit corporation (the "Association").

A. On February 21, 2001, Stonegate Farms, LLC, an Alabama limited liability company ("Developer") made and entered into the Stonegate Farms Amended and Restated Covenants, Conditions and Restrictions (the "Covenants"), which document is recorded in Instrument No. 2001-12016 in the Office of the Judge of Probate of Shelby County, Alabama. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Covenants.

B. Developer amended the Covenants to submit Additional Property to the provisions of the Covenants pursuant to Amendment No. 1 to the Covenants dated February 13, 2003, which document is recorded at Instrument No. 20030224000111660 in the Office of the Judge of Probate of Shelby County, Alabama.

C. As of July 6, 2009, Developer relinquished and released all rights reserved by Developer under the Covenants as evidenced by the Acknowledgement of Turnover recorded at Instrument No. 20090707000260710 in the Office of the Judge of Probate of Shelby County, Alabama.

D. At a special meeting of the members of the Association duly called and held on September 3, 2025, the Board of the Association proposed an amendment to Section 6.01 of the Covenants to prohibit the leasing or rental of Dwellings and the proposed amendment was approved by a vote of the Owners holding at least two-thirds (2/3) of the total votes of the Association.

NOW, THEREFORE, the Association hereby amends the Covenants as follows:

1. Section 6.01 of the Covenants is amended in its entirety to read:

6.01 **Use Restrictions.** Except as otherwise provided to the contrary in Section 5.11 above, each Lot and Dwelling shall be used for single-family residential purposes only and, except as otherwise provided in this Section 6.01, no trade or business of any kind may be carried on in or from any Lot or Dwelling. Only one (1) main single-family detached residential dwelling, with customary accessory structures and other outbuildings approved by the ARC, pursuant to Section 6.02 below, and one (1) detached guest house or servants' quarters, containing no more than three thousand (3,000) square feet of Living Space, shall be allowed on any Lot. The use of any portion of a Dwelling as an office by

an Owner and no more than three (3) additional employees shall not be considered a violation of this covenant provided such use does not create regular customer, client or employee traffic, and further provided any such use is in compliance with all applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof. The leasing or rental of a Dwelling for residential purposes is expressly prohibited. Notwithstanding anything provided in this Section 6.01 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed for (i) any of the uses included in the definition of Common Areas and (ii) any uses permitted under applicable zoning ordinances affecting the Property; provided, however, that in the event any portion of the Property is to be developed or used for any purpose other than Common Areas or single-family residential purposes, then such use must be approved in writing by the ARC.

2. Except as herein amended, the Covenants shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Amendment No. 2 to be executed on or as of the date first written above.

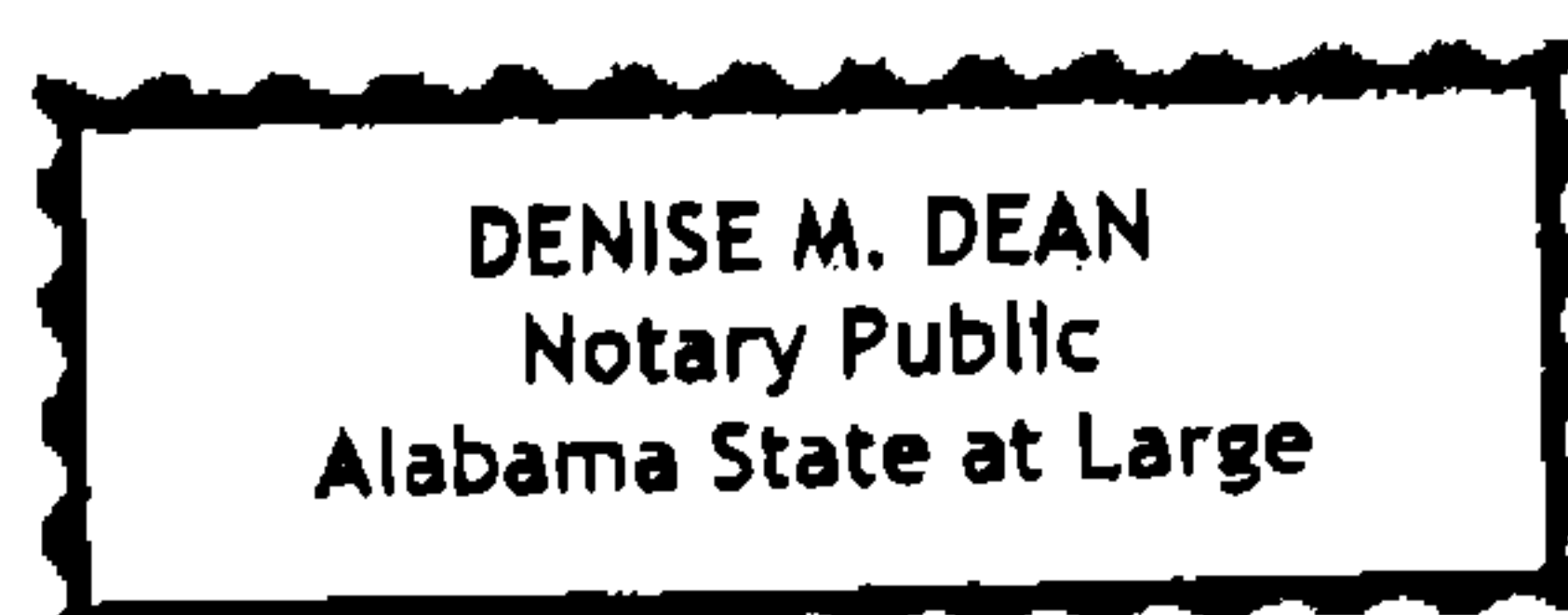
**STONEGATE FARMS PROPERTY OWNERS'
ASSOCIATION, INC.,** an Alabama nonprofit corporation

By: Susan Jennings
Name: Susan Jennings
Title: Secretary

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned notary public in and for said county in said state, hereby certify that Susan Jennings, whose name as Secretary of Stonegate Farms Property Owners Association, Inc., an Alabama nonprofit 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 such instrument, s/he, as such officer and with fully authority, executed the same voluntary for and as the act of said corporation.

Given under my hand official seal on this the 15th day of Sept., 2025.



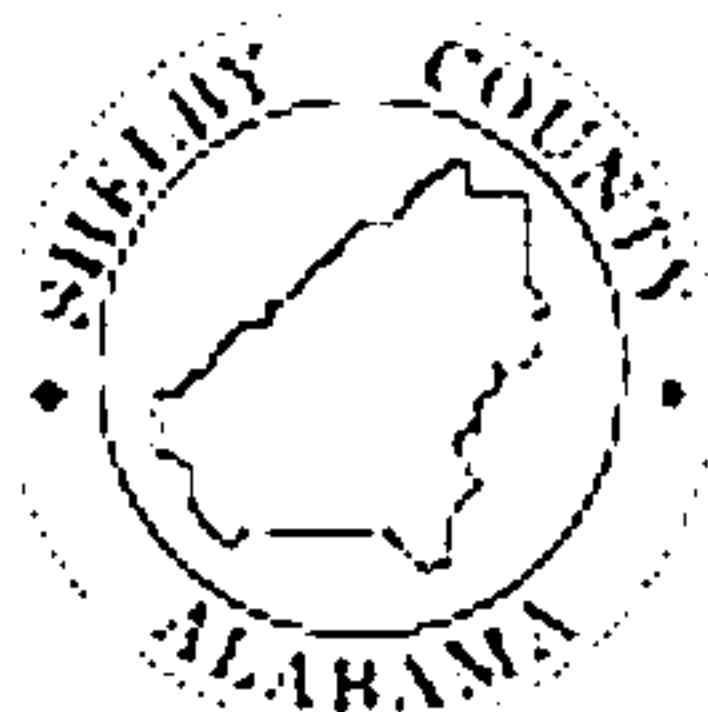
Denise M. Dean
NOTARY PUBLIC
My Commission Expires: 02.08.28

SWORN STATEMENT OF THE PRESIDENT OF THE ASSOCIATION

I, Chris Jones President of the Stonegate Farms Property Owners' Association, Inc., affirm that at a special meeting of the members of the Association duly called and held on September 3, 2025, the Board of the Association proposed the above amendment to Section 6.01 of the Covenants and the proposed amendment was approved by a vote of the Owners holding at least two-thirds (2/3) of the total votes of the Association.

Sworn to and subscribed before me on this the 4th day of September, 2025.

Hannah Marie Smith
NOTARY PUBLIC
My Commission Expires: 2/10/2028



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/23/2025 11:27:51 AM
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Allie S. Bayl