



20250926000296040 1/2 \$25.00  
Shelby Cnty Judge of Probate, AL  
09/26/2025 02:12:18 PM FILED/CERT

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

**AMENDMENT NO. 1 TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
BUCKHORN VALLEY ESTATES**

**THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUCKHORN VALLEY ESTATES** (this "Amendment No. 1") is made as of the 26<sup>th</sup> day of Sept, 2025, by S & C Family Partnership, Ltd., an Alabama limited partnership (the "Developer").

A. On January 25, 2021, Developer made and entered into the Declaration of Covenants, Conditions and Restrictions for Buckhorn Valley Estates (the "Covenants"), which document is recorded in Instrument No. 20210125000040300 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 owns a Lot within the Property.

C. Developer desires to amend the Covenants pursuant to Section 10.02 of the Covenants.

**NOW, THEREFORE**, the Developer hereby amends the Covenants as follows:

1. Section 8.07 of the Covenants is amended in its entirety to read:

**8.07 Allocation of Assessments.** All funds collected by the Association through annual Assessments, Special Assessments and individual Assessments shall be retained by the Association. However, the foregoing sentence notwithstanding, for as long as the Developer owns any Lot or Dwelling within the Property, or until such earlier date as Developer elects, any fines assessed pertaining to the unauthorized cutting, removal or mutilation of trees, or any other violation of the Covenants or the rules and regulations of the Architectural Review Committee which affects the aesthetics of the Development shall be retained by the Developer.

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



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IN WITNESS WHEREOF, the Developer has caused this Amendment No. 1 to be executed on or as of the date first written above.

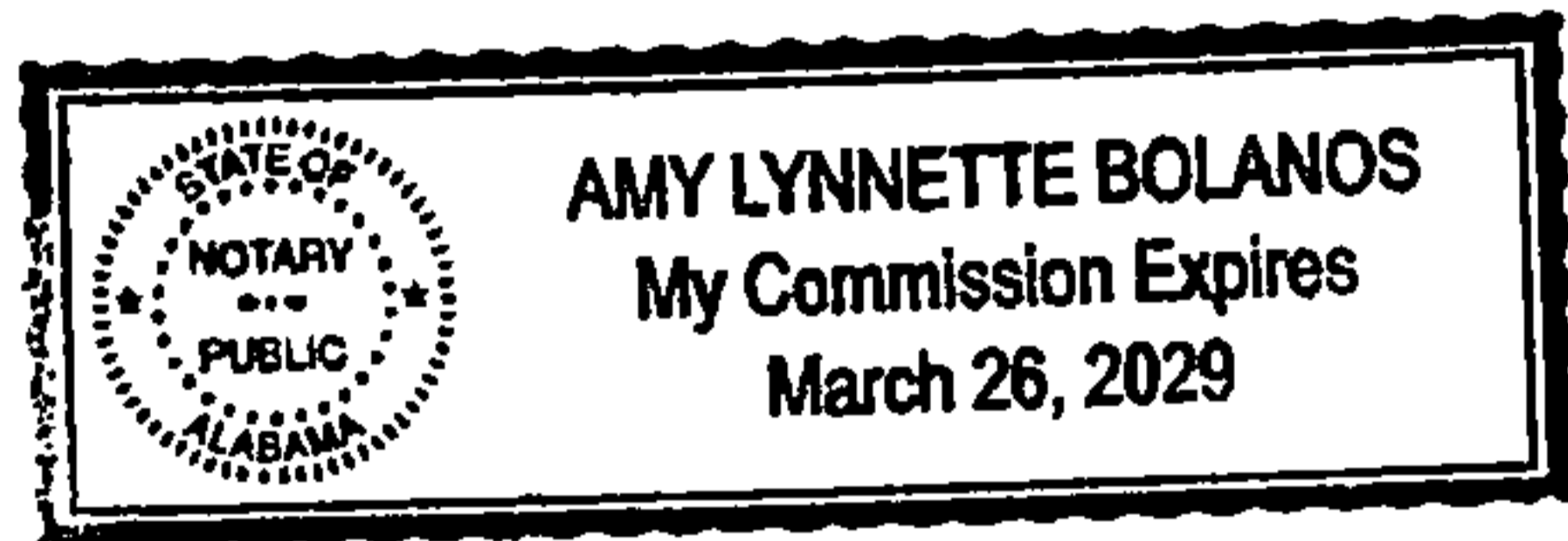
S & C FAMILY PARTNERSHIP, LTD.,  
an Alabama limited partnership

By: Sammylie D. Kurths  
Name:  
Title:

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned notary public in and for said county in said state, hereby certify that Sammylie Kurths, whose name as Sammylie Kurths of S & C Family Partnership, Ltd., an Alabama limited partnership, 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 partnership.

Given under my hand official seal on this the 26 day of September 2025.



Amy Lynette Bolanos  
NOTARY PUBLIC  
My Commission Expires: March 26, 2029