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Shelby Cnty Judge of Probate, AL  
09/26/2025 02:12:20 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. 3 TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
BUCKHORN VALLEY ESTATES**

**THIS AMENDMENT NO. 3 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BUCKHORN VALLEY ESTATES** (this "Amendment No. 3") 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 6.22 of the Covenants.

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

1. Exhibit C to the Covenants is hereby deleted in its entirety and replaced with the Exhibit C attached hereto and made a part hereof.

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

**IN WITNESS WHEREOF**, the Developer has caused this Amendment No. 3 to be executed on or as of the date first written above.

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

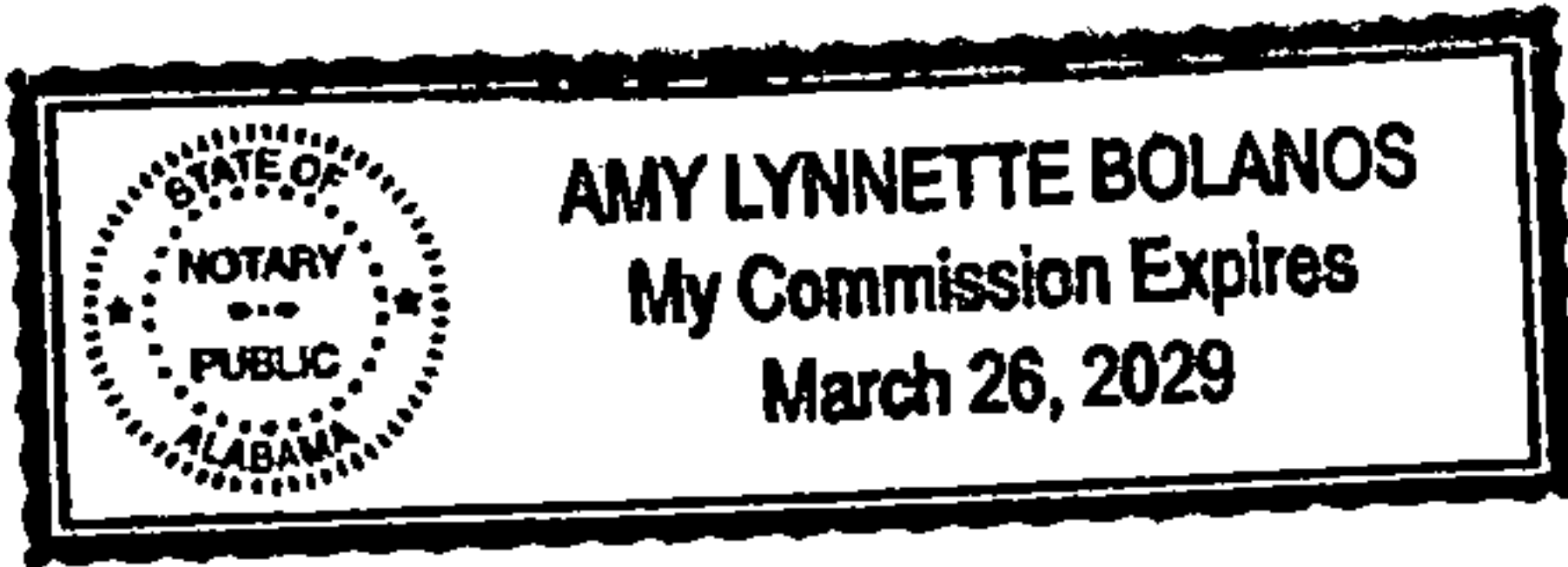
By: *Sammylic W. Hurtt*  
Name:  
Title:

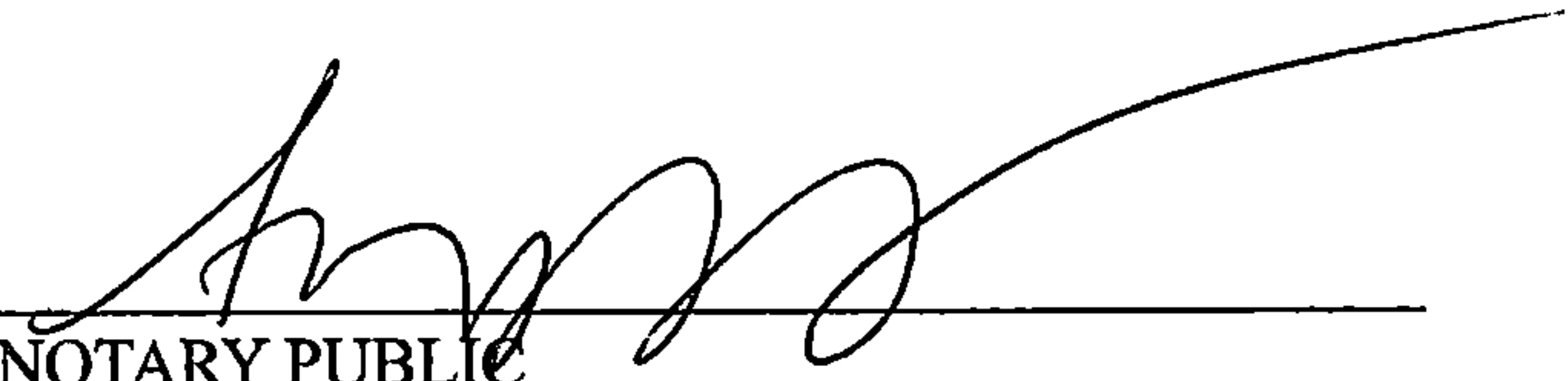
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STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned notary public in and for said county in said state, hereby certify that Sammylie Korte, whose name as Sammylie Korte 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.



  
NOTARY PUBLIC  
My Commission Expires: March 26, 2029



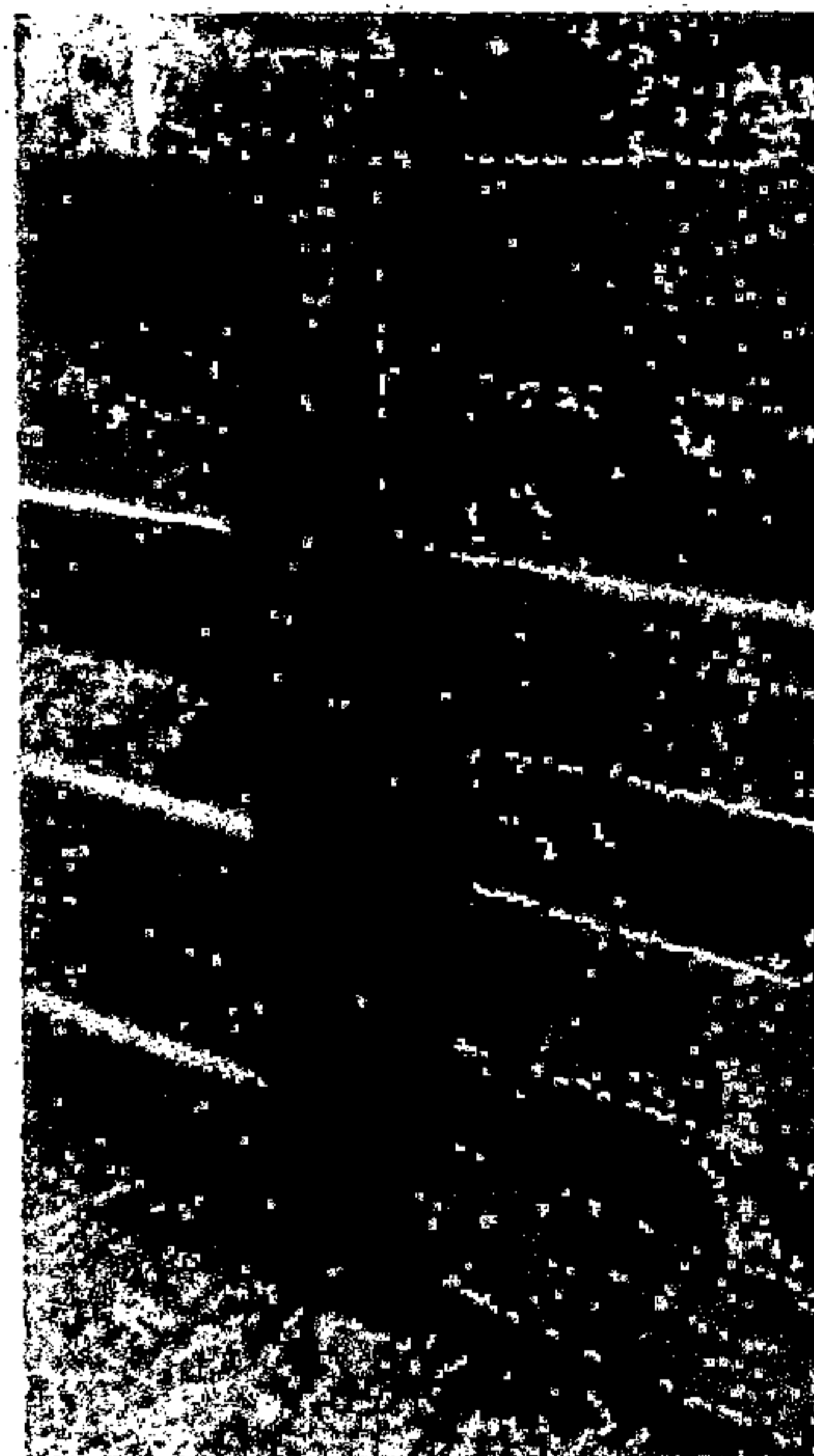
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## Exhibit C

### Fences

A standard fence design is hereby established by the ARC for all fencing which is visible from any Common Area, including any Development Road. The fence shall be constructed as specified below. ALL MATERIALS ARE ROUGH SAWN PRESSURE TREATED PINE. In an effort to achieve a consistent appearance and texture, materials are to be purchased from the supplier listed below.

Joseph Lumber - Anthony Joseph  
320 Joseph Dr,  
Columbiana, AL 35051  
205-669-4631



The fence color shall be Cabot Australian Timber Oil and shall be applied by the manufacturer's recommendation of one coat.

Posts are spaced approximately 8 feet center to center.

Post height from the ground shall be 51-52 inches respectively.

The height to the top of the upper fence board shall be 48 inches respectively.

Boards are spaced 6 inches.

A vertical cover slat of 42 - 43 inches is applied to each post to cover where the boards are fastened.

Posts are to extend 3 inches above the top fence board.

End and corner posts shall be 6x6. Inline posts shall be 4x6 with the 6 inch side running parallel to the fence boards. Fence boards are 1X6.

IN THE EVENT THE SPECIFIED MATERIAL ARE NOT AVAILABLE, ANY AND ALL SUBSTITUTIONS SHALL BE APPROVED BY THE ARC.



**Exhibit C**  
Revised 08/15/25  
**Fences**

- No Lot shall be fenced in its entirety except Lots 16a, 17a, and 18.
- Lots which are partially pastured may be fenced but only that part from thirty (30) feet inside the tree-line to the front property line at the Development Road, and from property sideline to sideline, unless otherwise approved by the ARC.
- Privacy fencing shall only be allowed in the rear of a home for the purpose of fencing in a backyard or a swimming pool. Backyard fencing shall not exceed 60 feet beyond the main rear wall of any home, or side fences from 10 feet past the left and right rear corners, unless otherwise approved by the ARC.