

STATE OF ALABAMA
COUNTY OF SHELBY

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF
ABERDEEN SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Amendment") is made this 23rd day of January, 2026 (the "Effective Date"), by Stars & Stripes 3V, LLC, an Alabama limited liability company ("Declarant").

WITNESSETH:

WHEREAS, on March 25th, 2024, Declarant recorded that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements of Aberdeen Subdivision in Instrument Number 20240325000080760; as amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions of Aberdeen Subdivision on August 13, 2025, in Instrument Number 20250813000246950 (collectively, the "Declaration")

WHEREAS, Section 10.6 of the Declaration provides that the Declarant may unilaterally amend the Declaration for any purpose during the Development Period; and

WHEREAS, the Declarant Control Period has not ended; and

WHEREAS, Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

Amendment:

NOW THEREFORE, Declarant, as the declarant under the Declaration hereby amends the Declaration as follows:

1. **Capitalized Terms.** Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Article 10 of the Declaration is hereby amended by deleting Section 10.13 in its entirety and replacing it with the following:

Section 3.03 Notice of Sale or Acquisition.

- (a) Builder shall provide the Association (and, prior to the conclusion of the Declarant Control Period, the Declarant) with written notice within fourteen (14) days after entering into a binding contract for the sale of any Lot owned by such Builder. Such notice shall include, at a minimum, the Lot identification, the contractual sale price for such Lot, the anticipated date of closing, and such other information as the Board or Declarant may reasonably require. Builder shall further provide the Association (and, prior to the conclusion of the Declarant Control Period, the Declarant) with written notice within fourteen (14) days following the conveyance and transfer of title of any Lot to any third party. Such notice shall include the name and mailing address of the purchaser, the final sale price for such Lot, and any additional information reasonably required by the Board or Declarant. Builder's failure to comply with the notification requirements of this Section shall be a violation for which the Association may levy fines in accordance with Sections 10.1 below.
- (b) Owners shall keep the Association apprised of their name, address, and telephone number. Upon acquisition of title to a Lot, each new Owner shall provide the Association with written notice of the Owner's name, mailing address, and telephone number, the names of the Occupants of the Lot (if any), and such other information as the Board may reasonably require. All Owners shall notify the Association of any change in name, address, or telephone number.


4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Amendment by and through their duly authorized representative as of the date first set forth above.

Stars & Stripes 3V, LLC, an Alabama limited liability company

By: **DSSIII Holding Co, LLC**, a Delaware limited liability company, Its Managing Member

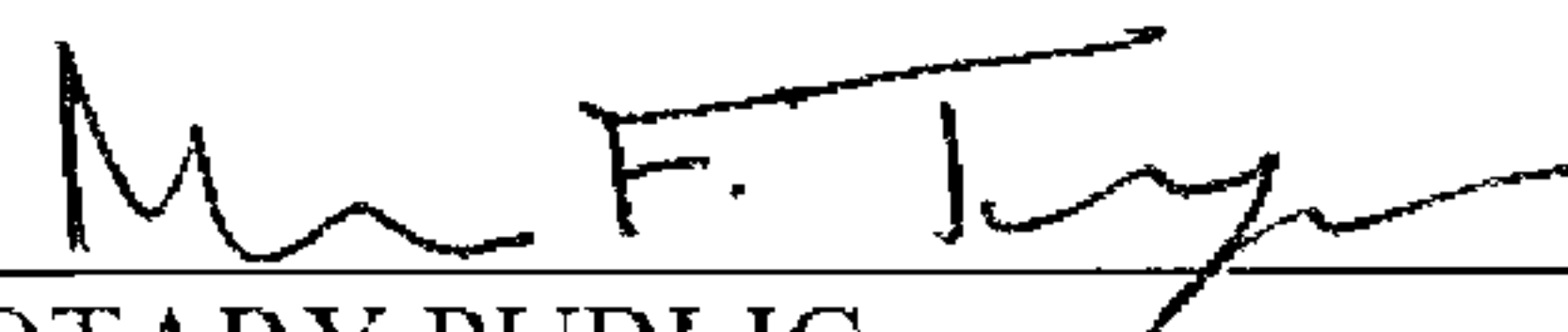
By: 
Name: Sebastian Drapac
Title: Manager

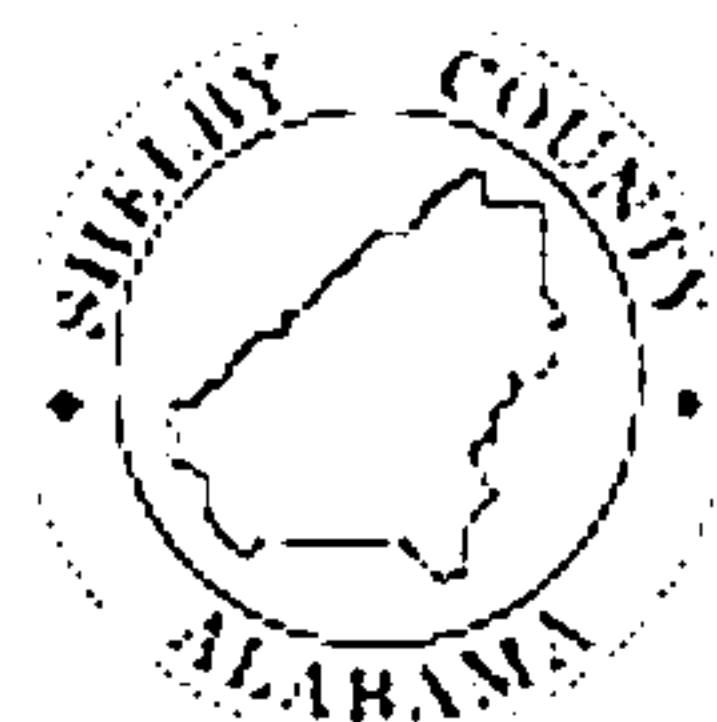
STATE OF *Georgia* :
COUNTY OF *Fulton* :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Sebastian Drapac, whose name as Manager of DSSIII Holding Co, LLC, a Delaware limited liability company, as Managing Member of Stars & Stripes 3V, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 23rd day of January, 2026.




NOTARY PUBLIC
My Commission Expires: April 11, 2029



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
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Allie S. Bayl