

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA
COUNTY OF SHELBY

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS OF PEAVINE
CROSSING SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this “Amendment”) is made this 9th day of February, 2026 (the “Effective Date”), by Peavine Creek Development, LLC, an Alabama limited liability company (“Declarant”), and TL – Peavine Crossing LB, LLC, a Delaware limited liability company (“TL – Peavine Crossing LB”, and collectively, the “Parties”).

WITNESSETH:

WHEREAS, on November 24th, 2025, Declarant recorded that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements of Peavine Crossing Subdivision at Instrument Number 20251124000360950 (the “Declaration”), regarding certain real property located in Shelby County, Alabama and described in Exhibit “A” of the Declaration (the “Property”).

WHEREAS, Section 10.03 of the Declaration permits Declarant to amend the Declaration;

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

WHEREAS, TL – Peavine Crossing LB has executed this Amendment to provide evidence of its consent required under Section 10.05 of the Declaration.

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. Amendment of Section 7.05(m) of the Declaration. Section 7.05(m) of the Declaration is hereby deleted in its entirety and replaced with the following:

(m) [Intentionally Deleted].

4. Amendment of Section 7.05(n) of the Declaration. Section 7.05(n) of the Declaration is hereby deleted in its entirety and replaced with the following:

(n) Fences constructed or erected on any Lot shall be of wood construction. Each fence must be a picket fence design, privacy fence design or shadowbox fence design. No fence shall exceed six feet in height. The application of paint or stain to a fence resulting in any solid color appearance is strictly prohibited, provided, however, that clear stain or waterproof coating may be applied to fences to maintain the natural wood appearance. Walls or other designs are not permissible. No fence shall be constructed from the front property line to 20 feet behind the corner of the Detached Home or Townhome nearest front property line. No fence upon any Lot shall be constructed over or within the boundaries of any dedicated easement in the Subdivision. Any portion of a fence which faces a street, alley, or Common Area shall have a finished side appearance facing said street, alley, or Common Area. Notwithstanding anything contained in this paragraph to the contrary, any fence located on a Lot that faces or abuts a pond or lake must be constructed of metal and measure four feet (4') in height.

5. Amendment of Section 7.05(o) of the Declaration. Section 7.05(o) of the Declaration is hereby deleted in its entirety and replaced with the following:

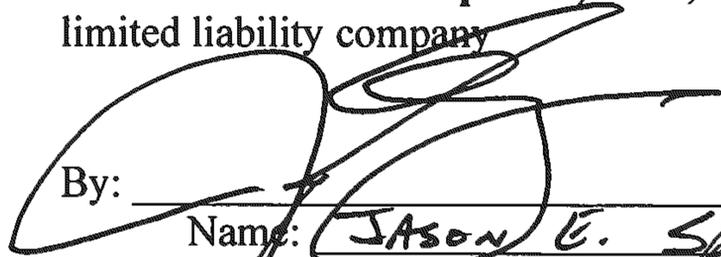
(o) It shall be each Owner's responsibility to maintain the lawn and landscaping, and any fence situated on such Owner's Lot, so that such improvements remain in an attractive, well-kept condition.

6. 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.

Peavine Creek Development, LLC, an Alabama limited liability company

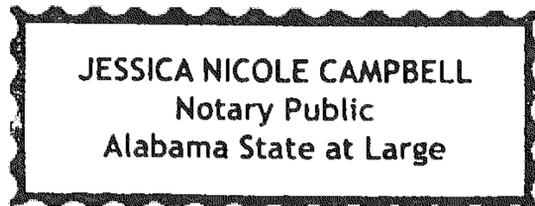
By: 
Name: JASON E. Spinks
As/its: MANAGER

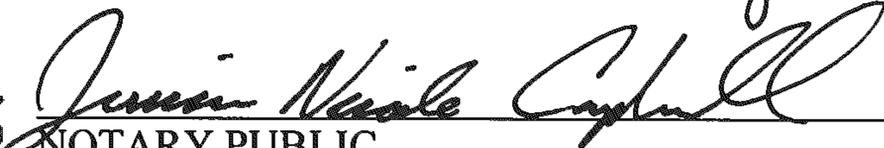
STATE OF Alabama :
COUNTY OF Jefferson :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that JASON E Spinks whose name as MANAGER of Peavine Creek Development, 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/she, as such _____ and with full authority, executed the same voluntarily as and for the act of said limited liability company on the day the same bears date.

Given under my hand and official notarial seal this the 9th day of February, 2026.

{SEAL}

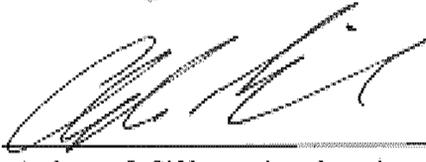



NOTARY PUBLIC

My Commission Expires: _____ My Commission Expires September 12, 2026

TL – Peavine Crossing LB, LLC,
a Delaware limited liability company

By: Lotco Group, LLC,
a Delaware limited liability company,
its Manager

By: 
Adam Miller, Authorized Signatory

STATE OF New York,
COUNTY OF New York §§

I, the undersigned, a notary public in and for said county in said state, hereby certify that Adam Miller, as Authorized Signatory of Lotco Group, LLC, a Delaware limited liability company, the Manager of TL – Peavine Crossing LB, LLC, a Delaware 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 Managing Member and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this 5 day of February, 2026.


Notary Public
My Commission Expires: 5/23/26

Diana G Forman
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01FO6433834
Qualified in Kings County
Commission Expires 05/23/2026



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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