

When recorded return to:

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THIRD AMENDMENT TO THE ARBOR HILL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(“THIRD AMENDMENT”)

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ARBOR HILL (the “Declaration”) is made as of the 7<sup>th</sup> day of June, 2010, by ARBOR HILL HOMEOWNERS ASSOCIATION, INC., (the “Association”) witnesses as follows:

WHEREAS, the Declaration subjecting certain real property situated in Shelby County, Alabama which is more particularly described in Exhibit A, attached hereto and incorporated herein by reference was originally recorded on September 5, 2003, as Instrument No. 20030905000595780 in the Office of the Judge of Probate, Shelby County, Alabama; and

WHEREAS, Article X Section 10.03 Amendments After Turnover Date of the Declaration permits the amendment of the Declaration in accordance with the terms and provisions of the Bylaws (the “Bylaws”); and

WHEREAS, pursuant to Article II Section 2.09 Ballot Voting in Lieu of Meetings Subsections (a)(i) and (a)(ii) of the Bylaws, the proposal of revising certain sections of Article V Architectural Review and Architectural Standards and certain sections of Article VI Use and Property Restrictions has been submitted to the Owners for approval by ballot vote; and

WHEREAS, the Board of Directors has reviewed and affirmed that the following Amendment has been approved;

NOW THEREFORE, pursuant to the foregoing, the Declaration for the Association is hereby amended as follows:

1. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Declaration and/or the Bylaws.
2. The following Sections/Subsections of Article V ARCHITECTURAL REVIEW AND ARCHITECTURAL STANDARDS are hereby revised as follows:

(i) Section 5.04 ARCHITECTURAL STANDARDS is hereby deleted and replaced with the following:

5.04 ARCHITECTURAL STANDARDS. The ARC is hereby authorized to promulgate and amend or modify from time to time, subject to being first formally approved by a majority vote of the Board, written Architectural Standards governing policies, guidelines, and minimum requirements to be satisfied with respect to the construction, location, landscaping and design of all Dwellings and any other Improvements on any Lot or Dwelling, the content and manner in which plans and specifications and other documentation and information concerning the construction of any Dwelling or other Improvements on a Lot or Dwelling are to be submitted to and approved by the ARC and any other matters affecting the construction, repair or maintenance of any Dwelling or other Improvements on any Lot or Dwelling. The Architectural Standards adopted by the ARC shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

(ii) Section 5.05 APPROVAL OF PLANS AND SPECIFICATIONS Subsection (e) is hereby deleted and replaced with the following:

(e) Within twenty-one (21) calendar days after a properly completed proposal and all related responses to ARC supplemental information requests have been submitted to the ARC in accordance with the Association's official submission procedures, the ARC is required to respond with their official ruling.

(iii) Section 5.08 INSPECTION is hereby deleted and replaced with the following:

5.08 INSPECTION. The ARC and any Board- appointed agent, employee, or representative thereof may at any reasonable time and from time to time enter upon and inspect any Lot or Dwelling or any Improvements being constructed thereon in order to, and solely to, determine whether the approved plans and specifications therefore are being complied with and subject to reasonable advance notification to the homeowner. Any such entry shall not be deemed to be a trespass or any other wrongful act by the ARC.

The following Sections/Subsections of Article VI USE AND PROPERTY RESTRICTIONS are hereby revised as follows:

(i) Section 6.08 LANDSCAPING AND TREES Subsection (f) is hereby deleted and replaced with the following:

(f) No rocks, rock walls, or other materials shall be placed on any Lot or Dwelling as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or Dwelling or to otherwise impede or limit access to the same, except to the extent privacy fencing or landscaping is otherwise permitted by the ARC. No birdbaths, fountains, reflectors, flagpoles, statutes, lawn sculptures, lawn furnishings, artificial plants, rock gardens, rock walls, borders, birdhouses, birdfeeders, nor any other fixtures and accessories, shall be placed or installed on or within the front or side yards of any Lot or Dwelling, unless specifically permitted by ARC Standards which may from time to time be officially established, including but not limited to defining the maximum acceptable number, size, and type of materials used for lawn fixtures, furnishings, or accessories. To the extent they are visible from roadways within or adjacent to the Property, such items located in backyards, are also subject to ARC Standards as may from time to time be officially established.

(ii) Section 6.08 LANDSCAPING AND TREES Subsection (k) is hereby added to Section 6.08 as follows:

(k) House number, house address, or name/address signs may be allowed, subject to the ARC's specific standards and guidelines. Such ARC standards and guidelines supersede any conflicting provisions of these Covenants which might otherwise be interpreted as encompassing the standards for such items.

(iii) Section 6.17 SATELLITE DISHES AND ANTENNAE is hereby deleted and replaced with the following:

6.17 SATELLITE DISHES AND ANTENNAE. Satellite dishes are permitted only to the extent that they comply with applicable ARC standards and guidelines. No radio antenna, radio receiver or other similar device or aerial shall be attached to or installed on any Lot or Dwelling, unless the same is (i) contained entirely within the interior of a building or other structure, (ii) not visible from any roadway within or adjacent to the Property or any adjacent Lot or Dwelling and (iii) approved by the ARC. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Dwelling which may interfere with the reception of radio or television signals within the Property or any other real property situated in close proximity to the Property.

(iv) Section 6.20 OUTDOOR FURNITURE, RECREATIONAL FACILITIES AND CLOTHESLINES Subsection (b) is hereby deleted and replaced with the following:

(b) Wood piles, doghouses, storage bins, or other utility items may only be located behind backyard privacy fences, and must not be visible from any roadways within or adjacent to the Property. Such items do not require pre-approval by the ARC, but are subject to such ARC Standards as may from time to time be established.

(v) Section 6.20 OUTDOOR FURNITURE, RECREATIONAL FACILITIES AND CLOTHESLINES Subsection (c) is hereby deleted and replaced with the following:

(c) Children's playground fixtures, including but not limited to swing sets, jungle gyms, slides, playhouses, basketball goals, and trampolines, may not be located in front yards nor sideyards, only in backyards. Basketball goals should be of the clear plastic type. Each home must get the design and location for such playground equipment approved in writing by the ARC prior to installation. If the applicant's backyard is not already enclosed with a privacy fence, the ARC may condition approval of such requests upon first adding a privacy fence.

(vi) Section 6.20 OUTDOOR FURNITURE, RECREATIONAL FACILITIES AND CLOTHESLINES Subsection (e) is hereby deleted and replaced with the following:

(e) Barbeque grills or other types of outdoor cooking equipment may be located only at the rear of the Dwelling and shall, to the greatest extent practical, not be visible from any roadways within or adjacent to the Property. Such items do not require pre-approval by the ARC, but are subject to such ARC Standards as may from time to time be declared.

(vii) Section 6.20 OUTDOOR FURNITURE, RECREATIONAL FACILITIES AND CLOTHESLINES Subsection (f) is hereby deleted in its entirety.

4. The effective date of this Third Amendment shall be the date first recorded in the Office of the Judge of Probate, Shelby County, Alabama.

The undersigned officers of the Arbor Hill Homeowners Association, Inc., hereby certify that the record reflects that at least thirty percent (30%) of the Owners entitled to vote cast ballots with respect to such proposed Third Amendment and a majority of all votes cast in such ballot vote supported this Third Amendment and they further certify that all other conditions precedent to this Third Amendment of the Declaration have been fulfilled and satisfied.

Executed this 7<sup>th</sup> day of JUNE, 2010.

ARBOR HILL HOMEOWNERS ASSOCIATION, INC.

By: W. Barrett Nichols Jr  
~~Tim Pughstey~~ W. BARRETT NICHOLS JR  
Its: President

ATTEST:

By: Mary Carmack  
Mary Carmack  
Its: Secretary

STATE OF ALABAMA  
COUNTY OF SHELBY

W. Barrett Nichols, Jr.

Before me, a Notary Public in and for said County and State, personally appeared ~~Tim Pughstey~~, President of Arbor Hill Homeowners Association, Inc., and Mary Carmack, Secretary of Arbor Hill Homeowners Association, Inc., who acknowledged the execution of the foregoing Third Amendment to Declaration of Restrictions for Arbor Hill Homeowners Association.

Witness my hand and notarial seal this 7<sup>th</sup> day of June, 2010.

Rhonda R. Darby  
Notary Public

Rhonda R. Darby  
Printed

My Commission expires: 2/19/13

Residing in Jefferson County, Alabama

This instrument was prepared by

R. Mike Conley, Esq.  
R. Mike Conley, P.C.  
2321 First Avenue North  
Birmingham, AL 35203



EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the NW 1/4 of the NW 1/4 of Section 25, and the NE 1/4 of Section 26, all in Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northwest corner of Section 25, Township 19 South, Range 3 West; thence in an Easterly direction along the North line of said section a distance of 443.58 feet to a point on the Southwesterly Right-of-Way line of Old Montgomery Highway; thence  $61^{\circ}03'15''$  to the right in a Southeasterly direction along said right-of-way line a distance of 671.75 feet to the POINT OF BEGINNING; thence  $90^{\circ}00'$  to the right in a Southwesterly direction (leaving said right-of-way line) a distance of 78.30 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 750.00 feet and a central angle of  $21^{\circ}03'11''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 275.58 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 83.54 feet to a point; thence  $20^{\circ}00'$  to the right in a Northwesterly direction a distance of 133.58 feet to a point; thence  $86^{\circ}19'06''$  to the left in a Southwesterly direction a distance of 42.41 feet to a point; thence  $9^{\circ}56'24''$  to the left in a Southwesterly direction a distance of 129.97 feet to a point; thence  $25^{\circ}30'35''$  to the right in a Southwesterly direction a distance of 151.42 feet to a point; thence  $21^{\circ}32'21''$  to the right in a Westerly direction a distance of 34.15 feet to a point; thence  $64^{\circ}19'39''$  to the right in a Northwesterly direction a distance of 339.46 feet to a point; thence  $90^{\circ}00'$  to the left in a Southwesterly direction a distance of 182.89 feet to a point; thence  $90^{\circ}00'$  to the right leaving a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 39.77 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 90.00 feet to a point; thence  $90^{\circ}00'$  to the left in a Southeasterly direction a distance of 174.00 feet to a point; thence  $90^{\circ}00'$  to the right in a Southwesterly direction a distance of 180.00 feet to a point; thence  $11^{\circ}52'49''$  to the left in a Southwesterly direction a distance of 111.61 feet to a point; thence  $40^{\circ}33'32''$  to the left in a Southerly direction a distance of 68.81 feet to a point; thence  $13^{\circ}19'53''$  to the left in a Southeasterly direction a distance of 100.44 feet to a point; thence  $13^{\circ}04'37''$  to the left in a Southeasterly direction a distance of 140.23 feet to a point; thence  $80^{\circ}35'55''$  to the left in a Northeasterly direction a distance of 54.85 feet to a point; thence  $6^{\circ}53'37''$  to the left in a Northeasterly direction a distance of 45.23 feet to a point; thence  $7^{\circ}42'21''$  to the left in a Northeasterly direction a distance of 49.36 feet to a point; thence  $4^{\circ}47'44''$  to the left in a Northeasterly direction a distance of 226.95 to a point; at the Southwest corner of a parcel for a pumping station, said point also being on the East line of Lot 53, Chase Plantation 4<sup>th</sup> Sector, as recorded in Map Book 9, Page 156 A and B in the office of the Judge of Probate of Shelby County, Alabama; thence  $55^{\circ}51'44''$  to the left in a Northerly direction along the common line between said pumping station parcel and said Lot 53 a distance of 50.08 feet to a point on the South line of the NE 1/4 of the NE 1/4 of Section 26, Township 19 South, Range 3 West; thence  $90^{\circ}02'47''$  to the right in an Easterly direction along the South line of said 1/4-1/4 section and the North line of the Resurvey of Lots 1, 2, 3, 4, 5, 6, 7 & 8 Chase plantation 3<sup>rd</sup> Sector, as recorded



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in Map Book 9, page 62 in the office of the Judge of Probate of Shelby County, Alabama a distance of 83.99 feet to the Southeast corner of said 1/4-1/4 section; thence  $0^{\circ}14'20''$  to the left in an Easterly direction along the South line of the NW 1/4 of the NW 1/4 of Section 25, Township 19 South, Range 3 West and the North line of the Resurvey of Lots 1, 2, 3, 4, 5, 6, 7 & 8 Chase Plantation 3<sup>rd</sup> Sector, the North line of Chase Plantation 3<sup>rd</sup> Sector, as recorded in Map Book 9, page 47 A and B in the office of the Judge of Probate of Shelby County, Alabama, the North line of a Resurvey of Lots 15, 16, 17, 18, 19 & 20 Chase Plantation 3<sup>rd</sup> Sector, as recorded in Map Book 9, Page 118 in the office of the Judge of Probate of Shelby County, Alabama, the North line of a Resurvey of Lots 14, 15, 16, & 17 Amended Map of Chase Plantation, as recorded in Map Book 8, Page 92 in the office of the Judge of Probate of Shelby County, Alabama, the North line of a Resurvey of Lots 18, 19, 20, 21, 22, 23 and 24 Amended Map of Chase Plantation, as recorded in Map Book 8, Page 111 in the office of the Judge of Probate of Shelby County, Alabama and the North line of a Resurvey of Lots 25, 26, 27, 28, 29, 30, 31 and 32 Amended Map of Chase Plantation, as recorded in Map Book 8, Page 117 in the office of the Judge of Probate of Shelby County, Alabama a distance of 1177.15 feet to a point on the Southwesterly Right-of-Way line of Old Montgomery Highway, said point being on a curve to the right having a radius of 368.32 feet and a central angle of  $16^{\circ}44'49''$ ; thence  $135^{\circ}34'57''$  to the left (Angle Measured to Tangent) in a Northwesterly direction along the arc of said curve and along said right-of-way line a distance of 107.66 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northwesterly direction along said right-of-way line a distance of 743.62 feet to the Point of Beginning.

Containing 782,900 square feet or 17.973 acres.

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