


STATE OF ALABAMA

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SHELBY COUNTY

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20140926000302220 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
09/26/2014 08:12:02 AM FILED/CERT

**FIRST AMENDMENT TO THE COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR COVINGTON PLACE**

This First Amendment to the Covenants, Conditions and Restrictions for Covington Place ("Amendment") is made this the 18 day of September, 2014, by Covington Place Homeowners' Association, Inc. ("Association") through its Board, officers and members.

**RECITALS**

A. On August 14, 2006, Authentic Building Co., LLC, an Alabama limited liability company and Stylemark Homebuilders, Inc., an Alabama corporation ("Contractors"), executed that certain instrument entitled Covenants, Conditions and Restrictions for Covington Place which instrument was recorded in the Office of the Judge of Probate of Shelby County, Alabama, Instrument No. 20060414000174880, ("Covenants"). Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the Covenants.

B. Pursuant to Article X, Section 10.02 of the Covenants, Contractor had the sole right to amend the Covenants by a written instrument filed and recorded in the Probate Office of Shelby County, Alabama, without obtaining the approval of any Owner or Mortgagee.

C. On December 8, 2010, the Contractor transferred control of the Association to its members.

D. Article X, Section 10.03 of the Covenants, provides that the Covenants may be amended by a vote of not less than two-thirds (2/3) of the total votes of the Association.

E. On September 18, 2014, the members of the Association unanimously approved amending the Covenants to remove the Property, as described on Exhibit A, from the Association and the restrictions of the Covenants.

F. The Association, by and through unanimously consent of its members, desire to amend the Covenants to remove the Property from the provisions of the Covenants.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefits and covenants hereinafter set forth and pursuant to Article X, Section 10.03 of the Covenants, the Association does hereby amend the Covenants as follows:

1. Removal of Property from the Association and Covenants: Covington Place Homeowners' Association, Inc., with the consent of the members of the Association, hereby proclaim that the Property, as described on Exhibit A, is and

shall be removed from the easements, covenants, conditions, restrictions, charges, liens and regulations of the Covenants and the Property, any part thereof, shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved, and maintained free from to the terms of the Covenants.

2. Easements: All parties hereto agree to grant non-exclusive permanent reciprocal, including access to same as needed for repairs or maintenance for utilities and drainage as needed which shall run with the title to the land and shall be binding upon and inure to the benefit of all Owners and all Occupants of the Property.

Except as set forth herein, the Covenants shall remain in full force and effect and unmodified.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by themselves or their duly elected officers effective as of this the 18 day of September, 2014.

**THE COVINGTON PLACE HOMEOWNERS'  
ASSOCIATION, INC.**

By: Jason Benke  
Printed Name: Jason Benke  
Its: President

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jason Benke, in his/her capacity as President of The Covington Place Homeowners' Association, Inc., whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that being informed of the contents of said instrument, he/she, with full authority, executed the same voluntarily for and as the act of said corporation.

SWORN to and SUBSCRIBED before me on this the 18<sup>th</sup> day of September, 2014.

Travis Lynn Popwood  
NOTARY PUBLIC  
My commission expires: 11/20/17

[NOTARIAL SEAL]

**“EXHIBIT A”**

**Lot 4, according to the Survey of Covington Place, as recorded in Map Book 35,  
Page 55, in the Probate Office of Shelby County, Alabama (the “Property”)**



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