

RLPY 2010 26149  
Recorded in Above Book and Page  
06/25/2010 03:47:52 PM  
JIMMY STUBBS  
PROBATE JUDGE  
Elmore County, AL

STATE OF ALABAMA )

ELMORE COUNTY )

Recording Fee  
TOTAL

21:00

**CORRECTED AMENDMENT NO. 1**  
**TO THE DECLARATION OF PROTECTIVE COVENANTS**  
**FOR COBBLESTONE RUN SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Legacy Homes, LLC, the original owner of real property known as COBBLESTONE RUN SUBDIVISION (hereinafter referred to as "Subdivision"), which is located in Elmore County, Alabama, a more particular description of which appears in Plat Book 11 Page 96 filed on July 7, 1995, executed on May 12, 1995, a Declaration of Protective Covenants for Cobblestone Run Subdivision (hereinafter referred to as "Declaration"), which is recorded in Real Property Roll 163 Frame 301, et seq., in the Office of the Judge of Probate of Elmore County, Alabama;

WHEREAS, Candy L. McGinnis, current President of COBBLESTONE RUN HOMEOWNERS' ASSOCIATION, INC. (herein referred to as "Declarant") on this date declares a vote held on February 10, 2007 by the then current record owners (including mortgagees and other lienholders of record, if any) to amend Sections 2.C, 2-E-1, 2-E-6, 2-E-7 of Article II, Sections 3.1 and 3.3 of Article III, and Section 7.1 of Article VII, Section 10.1 of Article X and passed by no less than the prescribed percentage of affirmative votes required for action, which is seventy-five percent (75%) of the number of lots of this Subdivision, so as to supersede the corresponding sections in the original Declaration. Amendment No. 1 to the Declaration of Protective Covenants for Cobblestone Run Subdivision (hereinafter referred to as "Amendment No. 1"), which incorporates the changes resulting from the February 10, 2007 vote, was filed in Elmore County, Alabama on March 27, 2007, and recorded in Book 2007 and Page 20150, et seq., in the Office of the Judge of Probate of Elmore County, Alabama. Subsequent to the filing of Amendment No. 1, typographical errors were discovered in Amendment No. 1 that are not consistent with the vote held on February 10, 2007.

NOW, THEREFORE, Declarant does hereby proclaim, publish and declare that the "Declaration of Protective Covenants for Cobblestone Run Subdivision", recorded as aforesaid, is hereby amended by this Corrected Amendment No. 1 so that the aforesaid respective provisions thereof read as follows:

(A)

**ARTICLE II**

**ARCHITECTURAL REVIEW COMMITTEE**  
**AND REQUIREMENTS OF CONSTRUCTION**

Ret: David Clark  
902 S. Memorial Dr.  
Prattville AL 36067

**Section 2.C. Plan Approval.** All plans and specifications for any structure, outbuilding, or Improvement whatsoever to be erected on any Lot, and the proposed location thereof, all finishes, the roofs, landscaping, and later changes or additions, after initial approval thereof, and any remodeling, reconstructions, alterations or additions thereto on any Lot shall be subject to and shall require the approval in writing of the Committee before any work is commenced. The scope of review by the Committee shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors. Commencement of construction prior to the receipt of a Letter of Approval of the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention, is strictly prohibited.

- i. No metal buildings.
- ii. No portable buildings.
- iii. All structures must be built on site onto a foundation.
- iv. Paint color and trim will match the primary home's color and trim.
- v. Roof shall be shingled and match the primary home's in style and color.

**Section 2-E-1.** It is the intent of Cobblestone Run Subdivision to generally present a sound architectural environment; however, the elevation and exterior appearance of no two houses shall be permitted to be the same. The following types of exterior materials, among others, are acceptable, subject to the final approval of the actual appearance of such materials by the Architectural Review Committee.

- (a) Brick.
- (b) Stone.
- (c) Stucco, synthetic plaster (e.g., dryvit).
- (d) Painted Wood Siding.
- (e) Aluminum/Vinyl Siding.
- (f) Masonite Siding.
- (g) Natural-colored Asphalt Shingles or cedar shakes. White roofing of any material is NOT acceptable.
- (h) Paint must be approved by the Committee within 48 hours or 2 working days. White exteriors and light colors are preferred. Exceptions can be approved by the Committee.
- (i) No metal buildings.
- (j) No portable buildings.
- (k) All structures must be built on site onto a foundation.
- (l) Paint color and trim will match the primary home's color and trim.
- (m) Roof shall be shingled and match the primary home's in style and color.

**Section 2-E-6.** All fences, including fences for backyards, swimming pools, dog pens, gardens, or for any other purpose, must be approved by the Committee prior to construction.

Section 2-E-7. No sign of any kind shall be displayed to the public view on any parcel except four (4) professional signs of not more than four square feet to advertise the property for sale or rent, or a service rendered, or a builder to advertise the property during the construction or sales period. Signs will not be allowed on trees, traffic signs/posts, and common properties (such as the gatehouse or community lot). All builders' and contractors' signs must be removed from the lot within 30 days after the house has been sold. Cobblestone Run Homeowners Association reserves the right to post communications for special events, meetings, and "Yard of the Month."

(B)

### ARTICLE III

#### EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

Section 3.1. All Lots in the Subdivision shall be known and described as residential Lots and shall be used for single family residential purposes, with the exception of Lot 134, which shall be used as a park for the use of the Cobblestone Run homeowners and their guests. No lot may be altered in size unless a majority vote of Cobblestone Run Homeowners Association approves a change.

Section 3.3. No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written approval of the Committee. All dwellings must be built within the building lines shown on the recorded plat of Cobblestone Run Subdivision. All guest houses, pool houses, storage houses, or garages must be approved by the Committee and follow the architectural style of the dwelling. No auxiliary buildings shall be permitted in the front yard of any residential Lot.

(C)

### ARTICLE VII

#### ENFORCEMENT

Section 7.1 In the event of a violation or a breach of any of these Restrictions, or any amendment thereto by any property owner, or family of such owner, or agent for such owner, the owner(s) of Lot(s), the Committee, Cobblestone Run Homeowners Association, Inc., or any other party to whose benefit these inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such legal remedy it may deem appropriate. Cobblestone Run Homeowners Association Board Members shall levy fines upon gross violations of the Covenants. Gross violations shall be defined by a three step notification of process when a violation or breach of covenant rules is brought to the board. The first notification will be in the form of a personal visit or an informal letter. The second notification will be in the form of a

certified letter stating the nature of the violation and how to rectify it. The third notification constitutes a gross violation and shall result in legal action. Each violation must be corrected within 30 days of first notification. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. Neither the Committee nor any architect or agent thereof, nor the Developer shall be responsible in any way for any delay or failure by any or all of such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these Restrictions, or amendments thereto.

(D)

## ARTICLE X

TERM AND MODIFICATION

Section 10.1: These Restrictions shall run with the land and can be changed, modified, amended, altered, or terminated only by a duly recorded written instrument, executed by Developer, its successors and assigns, until December 31, 1998, and thereafter by the then record owners (including mortgagees and other lien holders of record, if any) of the majority of the total homeowners of the number of lots of this Subdivision.

All the remaining provisions of the Declaration of Protective Covenants for Cobblestone Run Subdivision dated May 12, 1995, as recorded in Real Property Roll 163 Frame 301, et seq., in the Office of the Judge of Probate of Elmore County, Alabama, except as amended herein, shall remain in full force and effect.

THIS AMENDMENT SHALL NOT APPLY TO OR EFFECT ANY COBBLESTONE RUN PROPERTY WHICH IS NOT SUBJECTED SPECIFICALLY BY WRITTEN INSTRUMENT TO THIS DECLARATION.

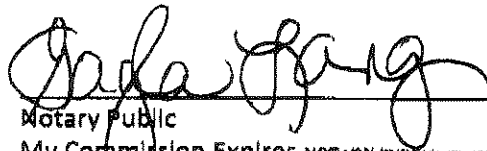
IN WITNESS WHEREOF, this Corrected Amendment No. 1, effective this 15 day of ~~May~~ <sup>June</sup>, 2010, has been executed by Declarant, as President of the Cobblestone Run Homeowners' Association, declaring that Amendment No. 1 was voted on and passed by no less than the prescribed percentage of affirmative votes required for action, which is seventy-five percent (75%) of the number of lots of this Subdivision and this Corrected Amendment No. 1 simply corrects typographical errors in said Amendment No. 1.

  
 Candy L. McGinnis  
 Declarant

STATE OF ALABAMA )  
 )  
 Montgomery COUNTY )

I, Gayla Lang, a Notary Public in and for said County in said State, do hereby certify that Candy L. McGinnis, whose name 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, she executed the same voluntarily on the date the same bears date.

Given under my hand and seal this the 15<sup>th</sup> day of ~~May~~ <sup>June</sup>, 2010.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: May 11, 2011  
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS