


STATE OF ALABAMA  
COUNTY OF MADISON

  
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Filed/Cert: 01/30/2018 11:13:00 AM  
Fee Amt: \$38.25 Page 1 of 6  
Madison County, AL  
TOMMY RAGLAND Probate Judge  
File **2018-00005822**

AMENDMENT TO THE DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
MCMULLEN COVE

**WATSON GRANDE PRESERVE PHASE 1 AT MCMULLEN COVE**

WHEREAS, heretofore on the 18<sup>th</sup> day of December 2006, Enfinger Steele Development Inc., an Alabama corporation, now known as Enfinger Steele Development, LLC, an Alabama limited liability company, as prior Declarant, did promulgate and file for record a Declaration of Covenants, Conditions, Restrictions and Easements for McMullen Cove, a residential subdivision, which said Declaration is recorded at Instrument Number 20061218000854800 in the Office of the Judge of Probate of Madison County, Alabama, as amended (the "Declaration"). Such prior Declarant did assign its declarant rights to The Hays Farm Trust on or around November 27, 2013, at Instrument Number 20131202000761070 in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, Article XIII, Section 4 and Article XIV, Section 1, of said Declaration provide that the Declarant may promulgate amendments to the Declaration.

WHEREAS, Article X, Section 1 of said Declaration provides that the Declarant may subject additional parcels of real property described in Exhibit "C" of said Declaration and may promulgate amendments to the restrictive covenants by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama.

NOW THEREFORE, pursuant to said provisions, the undersigned, JWE Properties, LLC, as the Owner, The Hays Farm Trust, as the current Declarant, and Southern Community Bank, as Mortgagee, do by these presents amend the Declaration in the following manner:

1. **Property Subjected to Declaration.** All of the property described as Lots 1-16 and 90-100, according to the Final Plat of Watson Grande Preserve Phase 1 at McMullen Cove (the "Additional Lots"), recorded as Instrument Number 2018-00001032, in the Probate Records of Madison County, Alabama, which is incorporated herein by reference, is subject to the covenants, conditions, restrictions and easements set forth in the Declaration, as may be amended from time to time, which otherwise remain in full force and effect and are hereby ratified and affirmed, except as set forth herein.

The following restrictions and requirements further apply to the Additional Lots:

2. **Minimum Square Footage; Garages.** All dwellings constructed on the Additional Lots shall have at least three thousand five hundred (3500) square feet of heated living area. All homes must have, at a minimum, a three car garage.
3. **Windows.** Windows. GBG (grid between glass) and/or SDL (single divided light) windows may be used on the side, back, or front of the dwellings, or a combination thereof may be used on a dwelling provided that the window type on each respective side of the dwelling is the same.
4. **Construction.** During construction, all trash must be contained on the Property in either a container or in a roll off within 100 feet of the home under construction. Each construction site must be maintained in a safe, clean and orderly condition and shall include a portable toilet until such facilities are available in the home for construction workers. Each Owner acknowledges and agrees that it shall not deposit any construction debris, dirt, fill material, cleared vegetation, or other physical material onto any other Lot or Land in the Community not owned by the Owner. Furthermore, if any evidence exists that Owner's construction material or debris of any kind including excess concrete has been deposited on another lot and/or land in the development owned or optioned by Declarant, another builder or individual, and/or the Association, then Owner will be fined for each occurrence an amount to be determined by the Association. Owner must also remove any construction material or debris of any kind, and if said debris is not removed within 48 hours of demand, the Seller may remove said debris and charge Owner the cost of said removal plus 50%, but not less than \$250.00. If any of these fines are not paid within thirty (30) days the Owner will also be responsible for all cost of collection including court costs, attorney fees and interest.
5. **Dog Noise Control.** Watson's Grand Preserve is designed as home sites surrounded by nature and certain additional rules concerning dogs and, specifically, dog barking are required to ensure that this area will maintain its "living in nature" concept. All dogs must be kept inside the residence except when on a leash. When outside the residence for more than 15 minutes, all dogs must wear a bark collar to ensure the dog does not disturb the tranquility of the neighborhood.
6. **Architectural Review.** Article VI, Section 10(j) is modified, as to the Additional Lots, to read as follows:

Owner shall, at Owner's sole cost and expense, prepare all plans and specification for the Dwelling and other improvements to be constructed on their Lot(s), which plans and specifications shall be subject to review and approval by the Architectural Review Committee prior to commencement of any construction activities on any of the Additional Lots. A review fee of \$500 is to be paid contemporaneously with the submittal. If Owner begins construction of a foundation prior to the approval of the Architectural Review Committee, then the Owner will be subject to a fine not to exceed \$5,000. Upon notification Owner shall immediately cease construction and if Owner fails to receive Architectural Review Committee approval, then Owner will remove all construction material until a subsequent plan is approved by the Architectural Review Committee. In the event Owners fails to receive Architectural Review Committee approval and fails to remove unapproved construction

material, then additional fines may be levied by the Architectural Review Committee. Owner shall also be responsible for paying all design review fees then being charged by the Declarant and/or Architectural Review Committee.

7. **Set Back and Exterior Requirements.** No building shall be located on any lot nearer to the front property line than 75 feet without express consent of the Architectural Review Committee. The ARC may at its discretion amend any home site's set back requirement. All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior in the following proportions. The brick and rock percentages set forth below are the minimum brick and rock requirements. The Hardi-Plank or Equivalent is the maximum percentage for that product that will be allowed.

Brick	Rock	Hardi-Plank
90%	0%	10%
70%	10%	20%
50%	20%	30%
30%	30%	40%

Provided, that these requirements can be modified if, in the sole discretion of the Architectural Review Committee, the style and exterior of the Dwelling shall be deemed to architecturally enhance the community. No vinyl siding or soffit is allowed.

8. **Roof Pitch.** A minimum of 8/12 roof pitch will be required, except as modified by the Architectural Review Committee.

9. **Other Requirements.** All dwellings shall have a foundation of at least four courses of block in all heated areas of the home and all heated areas of the home must be 24 inches above the final finish grade of the yard after completion of landscaping. Hardi plank or equal is required by the Architectural Review Committee on the outside cornice.

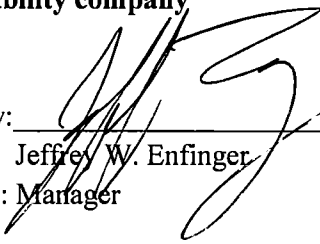
10. **Definitions.** All undefined capitalized terms not defined herein shall have the meaning assigned in the Declaration.

11. **No Other Modification.** Except as amended hereby, and as may be amended from time to time, the Declaration otherwise remains in full force and effect and is hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned, JWE Properties, LLC, an Alabama limited liability company, and Southern Community Bank have caused this instrument to be executed on this the 26th day of January, 2018.

[Signatures on Following Pages]

**JWE PROPERTIES, LLC, an Alabama limited liability company**

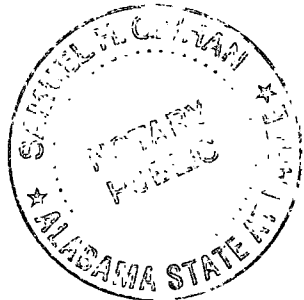
By:   
Jeffrey W. Enfinger  
Its: Manager

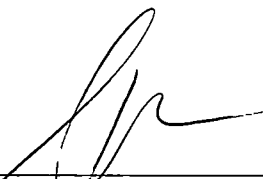
STATE OF ALABAMA

COUNTY OF MADISON

Before me the undersigned authority, this day personally appeared Jeffrey W. Enfinger, whose name as Manager of JWE Properties, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

This the 26<sup>th</sup> day of January, 2018.



  
NOTARY PUBLIC  
My Commission Expires: 2-19-19

**THE HAYS FARM TRUST, AN IRREVOCABLE TRUST DATED DECEMBER 14, 2011**

By: David G. Enfinger <sup>AIF</sup> Katherine Enfinger Orton  
David G. Enfinger  
Its: Authorized Agent for Katherine Enfinger Orton,  
Trustee

STATE OF ALABAMA

COUNTY OF MADISON

Before me the undersigned authority, this day personally appeared David G. Enfinger, whose name as Authorized Agent for Katherine Enfinger Orton, Trustee of The Hays Farm Trust, an Irrevocable Trust dated December 14, 2011, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he, as such authorized agent for trustee and with full authority, executed the same voluntarily for and as the act of said Trust on the day the same bears date.

This the 29<sup>th</sup> day of January, 2018.



Sharon Cleverger  
NOTARY PUBLIC  
My Commission Expires: My Commission Expires 01/28/2020

Ratified By Mortgagee

**SOUTHERN COMMUNITY BANK**

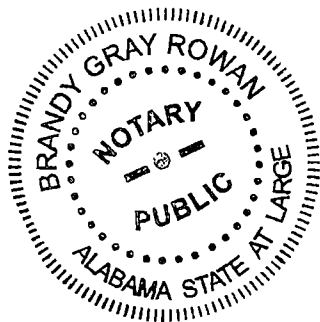
By: *Robert B. Kornemann*  
 Robert B. Kornemann  
 Its: Vice-President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Robert B. Kornemann, whose name as Vice- President of Southern Community Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date in her capacity as such officer and for the act of said banking institution.

This the 26<sup>th</sup> day of January, 2018.



*Brandy Gray Rowan*  
 Notary Public  
 My Commission Expires: May 14, 2020

This Instrument Was Prepared By:

Samuel H. Givhan, Esq.

2 Wilmer & Lee, P.A.

100 Washington Street, Suite 200

Huntsville, Alabama 35801

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