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Charles C. Woodroof
Judge of Probate
Limestone County, AL

**FIRST AMENDMENT TO DECLARATION OF
PROTECTIVE COVENANTS FOR BELLAWOODS SUBDIVISION**

This First Amendment to Declaration of Protective Covenants for Bellawoods Subdivision (this "Amendment") is made this 31 day of January, 2024, by **DILTINA DEVELOPMENT CORPORATION**, an Alabama corporation ("Diltina"), and **WOODLAND HOMES OF HUNTSVILLE, INC.**, an Alabama corporation (collectively, "Declarant").

BACKGROUND:

- A. Declarant recorded Declaration of Protective Covenants for Bellawoods Subdivision dated August 30, 2022 recorded in Book 222, page 76041, Probate Court of Limestone County, Alabama (the "Declaration");
- B. Pursuant to Article XIV, Section 4 of the Declaration, Declarant may unilaterally amend the Declaration for any purposes; and
- C. Declarant hereby executes this Amendment to amend the Declaration.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid, the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Declarant hereby amends the Declaration as follows:

1. **Recitals; Defined Terms.** The parties hereto acknowledge and agree that the recitals set forth above are true and correct and are incorporated herein by this reference; provided, however, that such recitals shall not be deemed to modify the express provisions hereinafter set forth. Defined terms used herein, but not otherwise defined, shall have the meaning set forth in the Declaration.

2. **Additional Land; Type I Lots.** Declarant hereby amends **Exhibit "A"** of the Original Declaration to add the real property described in **Exhibit "X"** attached hereto (the "Bellawoods, Phase 2") to the definition of "Property". Bellawoods, Phase 2 is hereby subjected to the terms of the Declaration. All Lots located within Bellawoods, Phase 2 shall be "Type I" Lots. Exhibit A-1 is hereby modified by added

3. **Type I Property.** **Exhibit "A-1"** attached to the Declaration is hereby deleted and replaced with **Exhibit "A-1"** attached hereto.

4. **Assessments.** Article IV of the Declaration is hereby amended to insert new Sections 15 and 16 as follows:

"Section 15. Transfer Assessments. In addition to the other assessments authorized herein, the Board may levy transfer assessments on any sale of any Lot subject to the terms of this Declaration. So long as the total amount of transfer assessments allocable to each Lot does not exceed the amount of the current General Assessment in any one (1) fiscal year, the Board may impose the transfer assessment. Any transfer assessment which would cause the amount of transfer assessments allocable to any Lot to exceed this limitation shall be effective only if approved by a majority of the total Association vote entitled to vote thereon and, so long as the Declarant has an option unilaterally to subject additional real property to this Declaration as provided in Article IX hereof, the consent of Declarant. Transfer assessments shall be collected at the closing of any sale of a Lot subject to the terms of this Declaration. Transfer assessments shall be used for the general benefit of the Association.

Section 16. Capital Contribution and Assessment at Closing. Upon closing, or upon request by the HOA or Declarant subsequent to closing in the HOA's or Declarant's sole discretion, on the purchase of a Lot from a builder to a third party purchaser, on the purchase of a Lot from Declarant to a non-builder owner, and upon any and all future transfers or closings of the same Lot, the purchaser of such Lot shall be required to pay, in addition to said purchaser's pro-rata share of annual Assessments and any other amount required by the Board, the sum of fifty percent

(50%) of the current calendar year's Annual Assessment as such purchaser's initial capital contribution to the working capital of the Association. In addition, the purchaser shall also pay a two hundred fifty dollars (\$250.00) set-up fee to the management company retained by the HOA. These assessments may be used by the HOA for its operating expenses. Such capital contribution and fee are not an advance payment of assessments, and they will not be held in any sort of trust or reserve account. Additionally, upon closing with a builder, each purchaser of a Lot shall be required to pay a pro-rata share of the difference in the annual Assessment payable by builders versus the amount of the annual Assessment payable by non-builders for the balance of the current year. The Declarant shall be exempt from the assessment, capital contribution and fee collected pursuant to this section."

5. **ACC Representative.** Declarant hereby appoints Diltina as the representative of the ACC to replace Mike Friday.

6. **Landscaping.** Article VI Section 30(d) of the Declaration is hereby deleted and replaced with the following:

"(d) Unified mulched planting beds that match the Community-Wide Standard adopted by the Board."

7. **Assessments.** Article IV, Section 4 of the Declaration is hereby modified deleting the last sentence of Section 4 and replacing it with:

"The Board shall include in its annual Budget for operation of the Association any expected costs related to construction, maintenance, and repair of the amenities within the Community. The general assessment with respect to the Community shall be one thousand two hundred dollars (\$1,200.00) as of January 1, 2024."

8. **Miscellaneous.** Except as specifically modified and amended hereby, all of the terms, conditions and provisions of the Declaration remain in full force and effect. This Amendment may be executed in multiple counterparts, each one of which shall be deemed an original and one and the same document. This Amendment shall be governed by and construed in accordance with the laws of the State of Alabama.

[Signatures Commence on Following Page]

EXHIBIT X

Legal Description

Land in Limestone County, Alabama, being Lots 48 through 86 on the Final Plat of Bellwoods - Phase 2, recorded in Plat Book L, Pages 23-25, Probate Court of Limestone County, Alabama, to which plan reference is hereby made for a more complete description.

EXHIBIT A-1

Type I Property

Land in Limestone County, Alabama, being Lot 1 through Lot 15 on the Final Plat Bellwood's,-Phase I, of record in Plats Book K, pages 214-216, Official Records of Limestone County, Alabama,, to which plan reference is hereby made for a more complete description.


TOGETHER WITH:

Land in Limestone County, Alabama, being Lots 48 through 86 on the Final Plat of Bellwoods - Phase 2, recorded in Plat Book L, Pages 23-25, Probate Court of Limestone County, Alabama, to which plan reference is hereby made for a more complete description.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed under seal by their duly authorized officers and representatives as of the day and year first above written

DECLARANT:

DILTINA DEVELOPMENT CORPORATION,
an Alabama corporation

By: 
Name: Alex Maxwell
Its: Vice-President

WOODLAND HOMES OF HUNTSVILLE, INC., an
Alabama corporation

By: 
Name: Shayne Templet
Its: President

Recording Fee
TOTAL

17.00
17.00

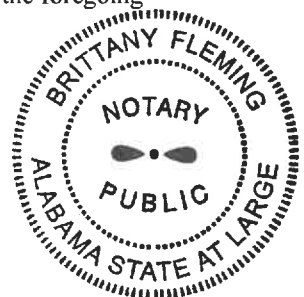
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Alex Maxwell, whose name is signed as Vice-President of Diltina Development Corporation, an Alabama corporation, to the foregoing Amendment, and who is known to me, acknowledged before me on this day, that he signed the foregoing Amendment voluntarily and with full authority on the day the same bears date.

Given under my hands this 31st day of January, 2024.


Notary Public

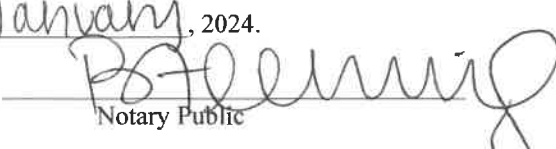


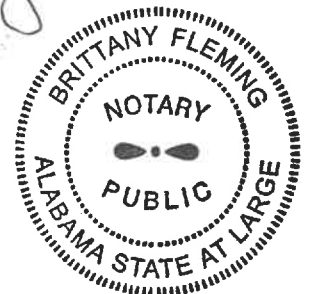
STATE OF ALABAMA

COUNTY OF MADISON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shayne Templet, whose name is signed as President of Woodland Homes of Huntsville, an Alabama corporation, to the foregoing Amendment, and who is known to me, acknowledged before me on this day, that he signed the foregoing Amendment voluntarily and with full authority on the day the same bears date.

Given under my hands this 31st day of January, 2024.


Notary Public



**Prepared by and After Recording
To be returned to:**

Diltina Development Corporation
7454-A Hwy 72 W
Madison, AL 35758
Attn: Alex Maxwell