

6.00  
1.00  
7.00

State of Alabama  
County of Limestone

RLPY 2023 53955  
Recorded In Above Book and Page  
08/08/2023 10:09:03 AM  
Charles C. Woodroof  
Judge of Probate  
Limestone County, AL

**AMENDMENT OF COVENANTS, CONDITIONS and RESTRICTIONS for CEDAR RIDGE  
ESTATES SUBDIVISION**

**WHEREAS, Winter Homes Investment Properties, LLC** an Alabama limited liability company, was the developer of property know as Cedar Ridge Estates Subdivision, and as the Declarant placed certain Covenants, Conditions and Restrictions on said property as evidenced by Declaration of Covenants, Conditions and Restrictions ("Declaration") recorded June 21, 2023 in Book 2023 Page 41043 in the Office of the Judge of Probate of Limestone County, Alabama; and

**WHEREAS,** Pursuant to Article XIII, Section 4 of said Declaration, the Declarant reserves the right to unilaterally amend and to restate the Declaration without the consent of an owner, their mortgagee or the Association from time to time for so long as the Declarant owns any portion of the "property"; and

**WHEREAS,** the Declarant still owns a portion of the "property" and proposes the Declaration be amended to substitute the following for Article VI, Section 18 of the Declaration:

Article VI, Section 18 shall now read as follows:

Section 18. Fences. No fence shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior consent of the Architectural Control Committee. Fencing shall be either a 4-rail horse fencing or horizontal board on board wood fence panel unless otherwise approved by the Architectural Control Committee. No fence shall be located closer to the front property line of any Lot than the rear most corner of the dwelling without the prior consent of the Architectural Control Committee.

It is the responsibility of each Owner to maintain fences located along their Lot lines, except where the fence is located between lots, then, it is the responsibility of each Owner to pay one-half ( 1/2) the cost of maintenance of said fence. In the event any Owner shall fail to maintain their fence after notice by the Association, then, the Association may make such repairs and charge the Owner the cost of such repair plus a twenty-five (25%) service fee. Any damage done to the fencing shall be repaired solely at the expense of the Owner or whose agents or invitees caused such damage.

All fencing is required to be stained oxford brown using Olympic #713 or a color determined by the Declarant and which shall be approved by the Architectural Control Committee in writing prior to application. No chain link fence will be allowed within the subdivision. Fencing material shall be approved the Architectural Control Committee prior to installation. Fencing shall be stained within six (6) months of occupancy.

**IN WITNESS WHEREOF,** the Declarant has caused this instrument to be executed by its proper officer(s) and its seal to be affixed thereto on this the 28 day of July, 2023.

**Winter Homes Investment Properties, LLC, an Alabama limited liability company**

  
**BY: Kenneth Jeff Winter, Managing Member**

I, the undersigned, a Notary Public in and for said county and state, hereby certify that Kenneth Jeff Winter whose name as Managing Member of Winter Homes Investment Properties, LLC is signed to the foregoing document and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Managing Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 28 day of July 2023.



Notary Public

My Commission Expires: 5/11/2024

This Document Prepared By:  
Larry O. Daniel, Jr.  
Wolfe, Jones, Wolfe, Hancock, Daniel & South, LLC  
905 Bob Wallace Ave.  
Huntsville, AL 35801  
256-534-2205

Michelle Coker  
Notary Public, Alabama State At Large  
My Commission Expires 5/11/2024

Recording Fee	7.00
TOTAL	7.00