

STATE OF ALABAMA
COUNTY OF WINSTON

Recorded In
DEED Book 2026 Page 2484
Inst Num: 207495
5/14/2026 10:37:57 AM
Sheila G Moore, Judge of Probate
Winston County, AL
Total Fees \$23.00
Total Tax \$0.00
Grand Total \$23.00

**AMENDMENT TO THE
AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE COVES AT CROOKED CREEK**

THIS AMENDMENT (the "Amendment") to the Amended Declaration of Covenants, Conditions, Restrictions and Easements for the Coves at Crooked Creek (the "Covenants") is made on the date hereinafter set forth pursuant to Article 14.02 of the Covenants, as recorded on April 1, 2005 at Deed Book 257 Page 434 in the Office of the Judge of Probate of Winston County, Alabama.

WHEREAS, Article 14.02 of the Covenants provides that the Covenants may be amended by a ballot measure accepted by 66% of the Members of the Association.

WHEREAS, in a ballot measure concluded on April 23, 2026, over 66% of the Members of the Association voted to amend the Covenants as set out herein.

NOW THEREFORE, the Covenants is hereby amended as follows:

**ARTICLE II
DEFINITIONS**

Section 2.01 "Absentee Ballot"

This section is deleted in its entirety.

**ARTICLE III
THE ASSOCIATION**

Section 3.02 Voting Rights.

This section is amended in its entirety, to read as follows;

"Every Owner, by virtue of being an Owner, and only as long as he or she is an Owner, shall be a Member of the Association. Each Member shall have one vote, in person or by proxy, at a meeting of the Members; provided, however, that if two or more Members have or hold common or joint ownership to any Lot in The Coves at Crooked Creek Subdivision, only one vote shall be cast for each Lot with common or joint ownership, and further provided that if an individual or organization owns more than one (1) Lot, they shall have one (1) vote for each Lot owned."

Section 3.03 Duties of Officers.

This section is deleted.

Section 3.04 Management of Association.

This section is deleted.

Section 3.05 Compliance with Documents.

This section is deleted.

Section 3.06 Rules and Regulations.

This section is deleted.

Section 3.07 Manager.

This section is deleted.

Section 3.08 Ownership of Personal and Real Property for Common Use.

This section is deleted.

Section 3.10 Association Records.

This section is deleted.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 4.03 Effect of Nonpayment of Assessment; Lien; Remedies of Association.

Subsection 4.03.1 is amended in its entirety, to read as follows:

“Assess a late charge in an amount to be determined by the Board.”

In addition, the first sentence of the final paragraph of this section is amended to read as follows:

“The Association may file a statement of lien by recording with the Probate Office for Winston County, Alabama, a written statement with respect to the Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association and the amount of delinquent Assessments then owing, which statement shall be duly signed and acknowledged by the President or Vice-President of the Board of the Association or by the

Manager, and which shall be served upon the Owner of the Lot by USPS, First Class, postage prepaid to the address of the Lot or at such other address as the Association may have in its records for the Owner.”

Section 4.07 Notice and Quorum for any meeting to increase annual Assessment under Section 4.05.

This section is deleted.

**ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE**

This Article is amended in its entirety, to read as follows:

“Section 6.01 Architectural Review. No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of any Lot, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved in writing by the Architectural Review Committee as established by the Board. The Architectural Review Committee may employ architects, engineers, or other Persons necessary to enable the Committee to perform its review. The Architectural Review Committee may, from time to time, delegate any of its rights or responsibilities hereunder to one (1) or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters

delegated. In the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified persons. The Architectural Review Committee may also delegate certain responsibilities to one or more Owners or other individuals.

In the event that the Architectural Review Committee fails to approve or disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an Owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition or alteration. In the discretion of the Architectural Review Committee, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The Architectural Review Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any construction,

alteration, erection, out building, etc., shall be in harmony with the Community and the home. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such Person or Persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available to the Association, in the event of noncompliance with this Section, the Board may record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Declarant, the Architectural Review Committee, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither directors, members, employees, nor agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against the Declarant, the Association, the Architectural Review Committee, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given."

ARTICLE VII CONSTRUCTION AND ALTERATION OF IMPROVEMENTS

Section 7.01. General

This section is amended in its entirety, to read as follows:

"The Architectural Guidelines and the general instructions set forth in these Covenants shall govern the right of an Owner, developer, or other entity to construct, reconstruct, refinish, alter or maintain any improvement on, under or above any of the Property, and to make or create any excavation or fill on the Property, or make any change in the natural or existing surface contour or drainage, or install any utility line or conduit on or over the Property."

Section 7.02 Approval Required

This section is amended in its entirety, to read as follows:

“Any construction, reconstruction, refinishing or alteration or any part of the exterior of any Building or other improvement on the Property is absolutely prohibited until and unless the Owner first obtains approval from the ARC and otherwise complies with the provisions of these Covenants. All improvements shall be constructed only in accordance with approved plans.”

**ARTICLE XIV
DURATION OF THESE COVENANTS AND AMENDMENT**

Section 14.02 Amendment

This section is amended in its entirety, to read as follows:

“These Covenants may be amended upon the affirmative vote or written consent, or any combination thereof, of two thirds (2/3) of the Total Association entitled to vote thereon. Amendments to these Covenants shall become effective upon recordation, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of the Covenants or By-Laws.”

Section 14.03 Effective on Recording.

This section is deleted.

**ARTICLE XV
PRINCIPLES OF INTERPRETATION**

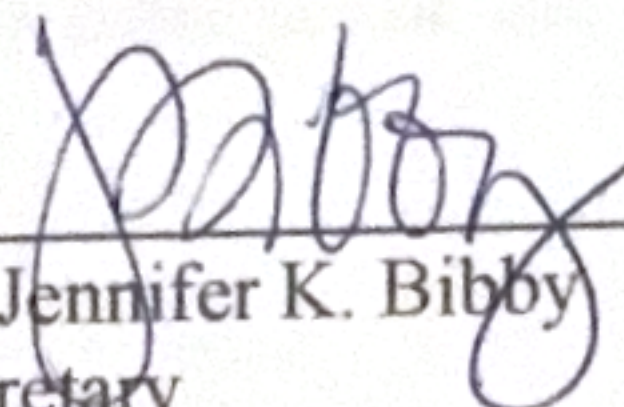
Section 15.05 Notice

This section is amended in its entirety, to read as follows:

“All notices, demands, bills, statements, or other communications required or permitted to be sent under these Covenants shall be in writing and shall be deemed to have been duly given if delivered according to the provisions of *Ala. Code* § 10A-3A-1.03. If there are multiple Owners of a single piece of property, notice to one (1) shall be deemed notice to all. Multiple Owners may designate one (1) Owner as the Person entitled to receive notice of Association matters by so notifying the Association in writing.”

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the ____ day of May, 2026.

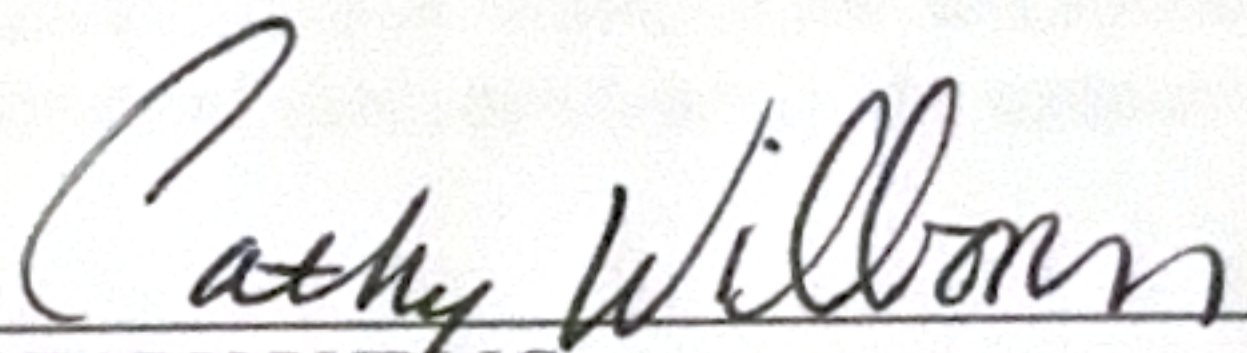
**THE COVES AT CROOKED CREEK
HOMEOWNERS ASSOCIATION, INC.**

By: 
Jennifer K. Bibby
Its: Secretary

**STATE OF ALABAMA
COUNTY OF CULLMAN**

I, the undersigned Notary Public in and for said County and State, hereby certify that Jennifer K. Bibby, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 13th day of May, 2026.


NOTARY PUBLIC
My Commission Expires: _____

This instrument prepared by:
Adam C. Dauro
Heard Ary & Dauro, LLC
303 Williams Ave., Ste 921
Huntsville, Alabama 35801

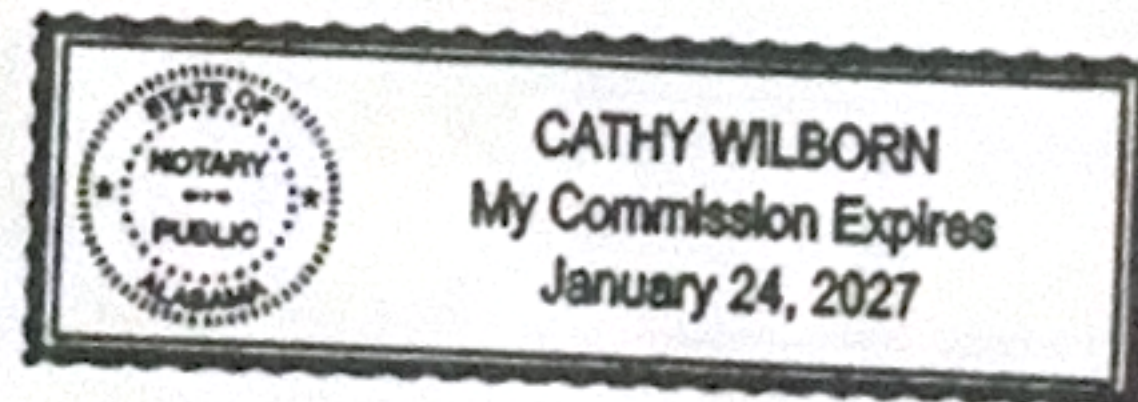
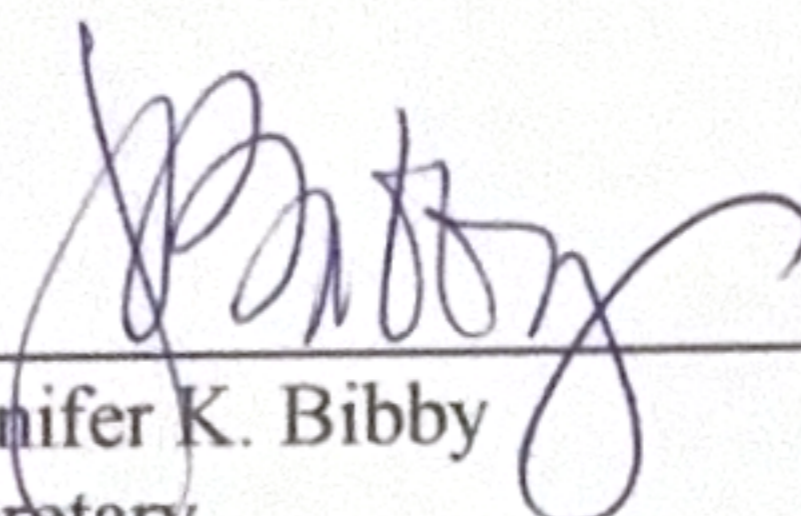


EXHIBIT A

SECRETARY'S CERTIFICATE OF AUTHORIZATION

WHEREAS, I, Jennifer K. Bibby, the Secretary of The Coves at Crooked Creek Homeowners Association, Inc., hereby verify that over 66% of the Members of the Association approved the amendment of the Covenants in the above-described manner, in a ballot measure concluded on April 23, 2026, and that the ballots for this measure are on file in the office of the Association.

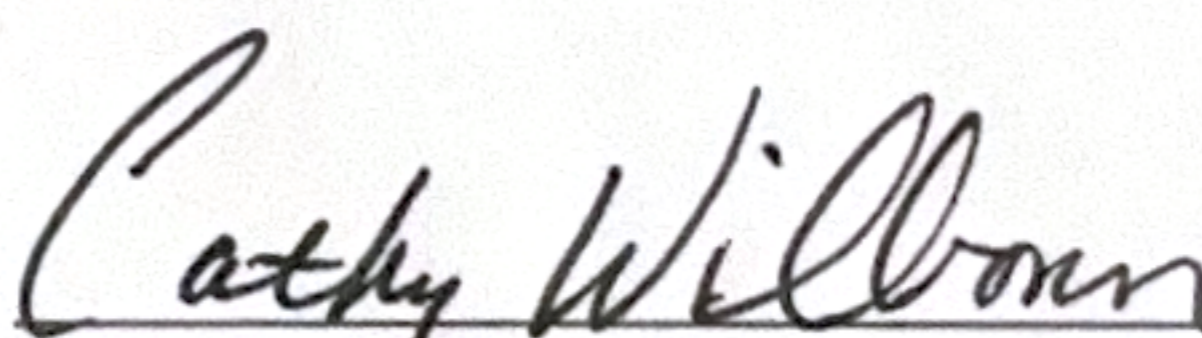


Jennifer K. Bibby
Secretary

**STATE OF ALABAMA
COUNTY OF CULLMAN**

I, the undersigned Notary Public in and for said County and State, hereby certify that Jennifer K. Bibby, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 13th day of May, 2026.



NOTARY PUBLIC
My Commission Expires: _____

