

STATE OF ALABAMA )  
MONTGOMERY COUNTY)

**AMENDMENT OF DECLARATION, COVENANTS  
AND RESTRICTIONS FOR HIGHLAND RIDGE PLATS**

**Lowder New Homes/DuBose, L.L.C.**, in accordance with the provisions of the Protective Covenants which allow it to amend the said Protective Covenants, does hereby amend the following Highland Ridge Plats, all of which are located in Autauga County, Alabama and recorded in the Office of the Judge of Probate of Autauga County, Alabama in the designated Plat Books:

| Plat  | Plat Book | Page |
|---|-----------|------|
| Highland Ridge Plat No. 1   | 4         | 78   |
| Highland Ridge Office Plat No. 1  | 5         | 59   |
| Highland Ridge Lot 3 Office Plat No. 1                                      | 5         | 141  |
| Highland Ridge Plat No. 2   | 4         | 79   |
| Highland Ridge Plat No. 3   | 5         | 84   |
| Highland Ridge Plat No. 4   | 5         | 89   |
| Highland Ridge Plat No. 5   | 5         | 197  |
| Highland Ridge Plat No. 6   | 5         | 196  |
| Highland Ridge Plat No. 7   | 5         | 225  |
| Highland Ridge Correction<br>Map Plat No. 7                                 | 5         | 230  |
| Highland Ridge Plat No. 8   | 5         | 231  |
| Highland Ridge Corrected<br>Plat No. 8                                      | 5         | 241  |
| 12,T17N, R16E Highland Ridge<br>Plat No. 9                                  | 2003      | 22   |
| Replat of Lot 1 Block H and<br>Lot 15 Block F, Highland<br>Ridge Plat No. 9 | 2013      | 22   |
| Highland Ridge Plat No. 10  | 2004      | 11   |
| Highland Ridge Plat No. 11  | 2004      | 29   |
| Highland Ridge Plat No. 12  | 2006      | 7    |
| Highland Ridge Plat No. 14 A  | 2005      | 27   |
| Highland Ridge Plat No. 14 B  | 2007      | 21   |
| Highland Ridge Plat No. 15  | 2005      | 28   |
| Highland Ridge Plat No. 16  | 2005      | 42   |
| Highland Ridge Plat No. 17  | 2006      | 3    |
| Highland Ridge Plat No. 18  | 2007      | 21   |

The said Protective Covenants are hereby amended as follows:

22. **Building/structures.** The Covenants are amended to include "any structure" in the definition of "building" as such is used therein.

23. **Penalties for Covenant Violations.** The Highland Ridge Homeowner's Association, Inc. (hereinafter "the HOA") shall have the right to enforce these covenants by implementing rules and regulations which it may enforce by penalties for violations or through court action.

24. **Site Standards.** The HOA shall have authority to promulgate rules and regulations which shall have the force of Covenants regarding

A. **landscaping** which shall include regular mowing, height of grass, treatment or removal of weeds, edging, fertilization, insect and pest control, trimming and neat appearance, including the removal of trees or plants.

B. **Garbage Cans, Trash, Trailers, Recreational Vehicles and Outside Placement of Fences, Sports Equipment, Satellite dishes, antennas and other items** which may govern the location of such or when such may be placed on the street or outside the residence.

C. **Vehicular Parking** which may govern the permitted location of vehicles and the definition of commercial vehicles and any restriction on the parking of such.

D. **Animals** which may govern the running or walking of pets and other animals on a leash or otherwise.

**IN WITNESS WHEREOF**, Lowder New Homes/DuBose, L.L.C. does hereby execute this document on this the \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Lowder New Homes/DuBose, L.L.C.

BY: \_\_\_\_\_  
Its Manager

STATE OF ALABAMA )  
MONTGOMERY COUNTY)

**ACKNOWLEDGMENT**

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, whose name as Manager of Lowder New Homes/DuBose, L.L.C. 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 the said instrument, he, in his capacity as such Manager, executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
Notary Public

Commission expires: \_\_\_\_\_

This instrument was prepared by:

J. Knox Argo

J. Knox Argo, P.C.

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Montgomery, AL 36117

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