


STATE OF ALABAMA)
 :
MADISON COUNTY)


20130917000612090 1/2 \$28.25
Madison Cnty Judge of Probate, AL
09/17/2013 02:14:21 PM FILED/CERT

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CROWN POINTE PHASE III**

KNOW ALL MEN BY THESE PRESENTS: That whereas, JEFF BENTON DEVELOPMENT, INC., an Alabama corporation (herein "Declarant"), has heretofore established and filed that certain Declaration of Covenants, Conditions and Restrictions for CROWN POINTE as Document No. 20120329000189450, in the Office of the Judge of Probate of Madison County, Alabama (herein the "Declaration"), for the use and enjoyment of certain lots in CROWN POINTE, as said subdivision is recorded as Document No. 20120215000095100, in the Office of the Judge of Probate of Madison County, Alabama; and,

WHEREAS, said Declaration was amended by that certain Amendment recorded as Document No. 20120614000370430; and further by that certain Second Amendment recorded as Document No. 20121031000705650; both in the Office of the Judge of Probate of Madison County, Alabama; and,

WHEREAS, Article IX, Section 1 of said Declaration provides that the Declarant may subject all or any portion of the real property described in Exhibit "C" thereto to the provisions of such Declaration and to the jurisdiction of the Crown Pointe Homeowners Association, Inc.; and,

WHEREAS, JEFF BENTON DEVELOPMENT, INC., is the Owner of Lots 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 130, 131, 132, 133, 134, 135, 136, 137, 263, 264 and 265, comprised by the Final Plat of CROWN POINTE PHASE III, PART 2 (*A Resubdivision of Tract "C" of Crown Pointe, Phase II a Resubdivision of Tract "C" of Crown Pointe, Phase I, as recorded in Instrument No. 20120215000095100, as recorded in Instrument No. 20121022000677790 in the Office of the Judge of Probate, Madison County, Alabama*), as recorded in Document No. 20130723000481690, in the Office of the Judge of Probate of Madison County, Alabama.

NOW, THEREFORE, pursuant to the provisions of Article IX, Section 1 of the Declaration, the undersigned, JEFF BENTON DEVELOPMENT, INC., does by these presents add to the Declaration Lots 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 130, 131, 132, 133, 134, 135, 136, 137, 263, 264 and 265, comprised by the Final Plat of CROWN POINTE PHASE III, PART 2 (*A Resubdivision of Tract "C" of Crown Pointe, Phase II a Resubdivision of Tract "C" of Crown Pointe, Phase I, as recorded in Instrument No. 20120215000095100, as recorded in Instrument No. 20121022000677790 in the Office of the Judge of Probate, Madison County, Alabama*), as recorded in Document No. 20130723000481690, in the Office of the Judge of Probate of Madison County, Alabama, said lots being a portion of the property described in Exhibit "C" of the Declaration; Lots 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 130, 131, 132, 133, 134, 135, 136, 137, 263, 264 and 265, comprised by the Final Plat of CROWN POINTE PHASE III, PART 2 (*A Resubdivision of Tract "C" of Crown Pointe, Phase II a Resubdivision of Tract "C" of Crown Pointe, Phase I, as recorded in Instrument No. 20120215000095100, as recorded in Instrument No. 20121022000677790 in the Office of the Judge of Probate, Madison County, Alabama*), as recorded in Document No. 20130723000481690, in the Office of the Judge of Probate of Madison County, Alabama, shall, by the execution hereof, be subject to the Declaration of Covenants, Conditions and Restrictions for CROWN POINTE recorded as Document No. 20120329000189450, in the Office of the Judge of Probate of Madison County, Alabama, as amended, and all easements, restrictions, terms and conditions contained therein and shall be entitled to all rights arising as a result of the Declaration, together with the following amendment:

Article VI, Section 18. Fences. This section of the Declaration is deleted in its entirety and the following is inserted in lieu thereof:

"No fence other than a six (6) foot wooden arch top fence shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Lot, without the prior written consent of the Architectural Control Committee. No fence shall be located closer to the front property line of any Lot than the rear corner of the home without the prior written consent of the Architectural Control Committee.

In addition, to prevent obstruction of the view to the Common Property, no fence shall be placed, erected, allowed, or maintained upon Lots 17-39 and 43 of Crown Pointe, Phase I, recorded as Document No. 20120215000095100, Probate Records of Madison County, Alabama, Lots 50-56 of Crown Pointe, Phase III, recorded as Document No. 20130419000251390, Lots 263, 264 and 265 of Crown Pointe,

Phase III, Part 2, recorded as Document No. 20130723000481690, Probate Records of Madison County, Alabama, without the prior written 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, who, or whose agents or invitees, caused such damage."

IN WITNESS WHEREOF, the undersigned, JEFF BENTON DEVELOPMENT, INC., an Alabama corporation, and JEFF BENTON HOMES, INC., an Alabama corporation, have caused this instrument to be executed by its duly authorized officer on this the 11th day of September, 2013.

JEFF BENTON DEVELOPMENT, INC., an Alabama corporation

By: [Signature]
Jeffrey M. Benton, President

JEFF BENTON HOMES, INC., an Alabama corporation

By: [Signature]
Jeffrey M. Benton, CEO

STATE OF ALABAMA)
 :
MADISON COUNTY)

I, the undersigned, a Notary Public in and for said county and in said state, hereby certify that, JEFFREY M. BENTON, whose name as President of JEFF BENTON DEVELOPMENT, INC., an Alabama corporation, 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 11th day of September, 2013.

[Signature]
Notary Public
My Commission Expires: 2-23-14

THIS INSTRUMENT WAS PREPARED BY: ROBERT E. RAWLINSON, HARRISON, GAMMONS & RAWLINSON, P.C., 2430 L & N DRIVE, HUNTSVILLE, ALABAMA 35801/ang

