

**MODIFICATION
OF
DECLARATION
OF
PROTECTIVE COVENANTS
FOR
ARADON FARM SUBDIVISION**

THIS DECLARATION, made this 15th day of May, 2009 by Andrew Don Olvey and Ellen S. Olvey, hereinafter called the "Development".

WHEREAS, the Developer has previously filed in the Office of the Judge of Probate for St. Clair County, Alabama, Protective Covenants for Aradon Farm Subdivision in Instrument Number N9801581. The Protective Covenants apply to the lot owners of all sectors of the subdivision as recorded in Map Book 53, Page 5; Map Book 6, Page 11; Map Book 2004, Page 79; Map Book 2005, Page 33; and Map Book 2005, Page 43, in the Office of the Judge of Probate of St. Clair County, Alabama, at Pell City.

WHEREAS, in Paragraph 5(F) of the Protective Covenants, the Developer reserved the right to amend the Protective Covenants of Aradon Farm Subdivision.

WHEREAS, the Developer has deemed it prudent and in the best interest of Aradon Farm Subdivision to amend the Protective Covenants as follows:

Paragraph 1(E) is amended to read as follows:

E. "FLOOR AREAS. No dwellings shall be erected containing less than two thousand (2000) square feet of living (heated) area for one-story buildings exclusive of porches, garages, and basements. Any 1 ½ story dwelling must contain at least one thousand eight hundred (1800) square feet of living area on the first floor, with no less than a total of two thousand six hundred (2600) square feet of living (heated) area in the entire building. Any two story dwelling must have at least two thousand four hundred (2400) square feet of living (heated) area, provided the first story will in no event be less than one thousand two hundred (1200) square feet of living (heated) area. On any two story

structure, the area used for any vaulted foyer area shall be added to the second floor square footage. All dwellings will have wooden windows (except as set out in 2(J) hereafter), brick, stucco, or stone on all four sides of the foundation, no exposed block, and shall be at least (50) feet in length across the front of the dwelling, except a two story dwelling which can be (40) feet in length across the front."

Paragraph 2(Q) is amended to add the following:

Q. "... Propane gas tanks must be concealed by a hedge or privacy fence."

Paragraph 2(R) is amended to add the following:

R. "YARDS. . . . In the event a residence is not constructed on a lot within twelve (12) months after it has been conveyed by the Developer, then the owner of the lot shall plant and maintain the landscape with solid sod to encompass an area no less than twenty (20) feet in depth from the edge of the road right-of-way."

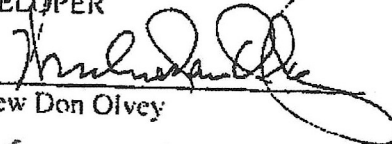
Paragraph 2(FF) is added as follows:

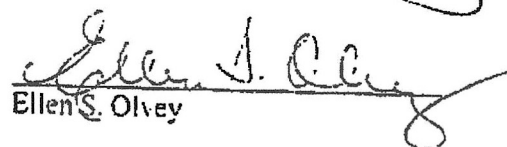
FF. "No above ground swimming pools shall be allowed."

EXCEPT AS HEREIN modified or amended all other terms of the Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer, Andrew Don Olvey and Ellen S. Olvey, have caused this instrument to be executed on the date above first written.

DEVELOPER


Andrew Don Olvey


Ellen S. Olvey

INSTRUMENT PREPARED BY:

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