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**FIRST AMENDMENT TO  
BROCK POINT RESIDENTIAL DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

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THIS FIRST AMENDMENT TO BROCK POINT RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment") is made and entered into as of the 18th day of November, 2018 by **SB DEV. CORP.**, an Alabama corporation ("Developer").

**RECITALS:**

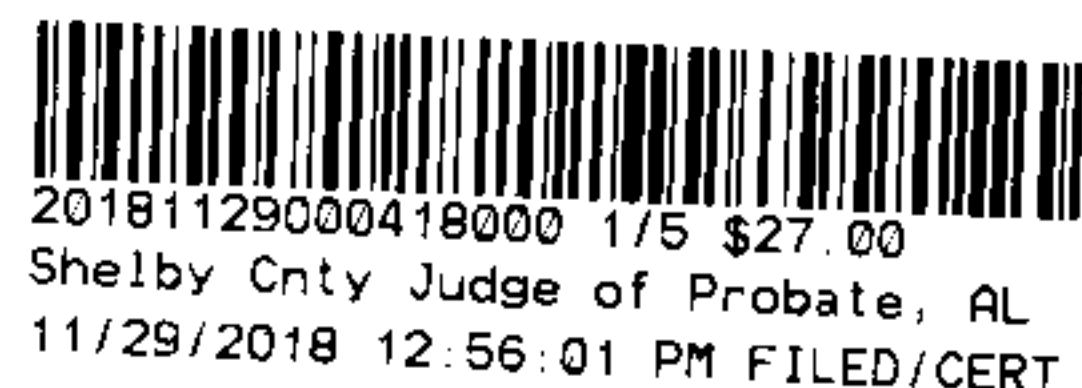
Developer has heretofore caused certain real property to be submitted to the terms and provisions of the Brock Point Residential Declaration of Covenants, Conditions and Restrictions dated as of September 29, 2016 (the "Declaration") which has been recorded as Instrument No. 201706600019952 in the Office of the Judge of Probate of Shelby County, Alabama. *Capitalized terms not otherwise expressly defined herein shall have the same meaning given to them in the Declaration.*

Developer is the owner of that certain real property (the "Additional Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

Pursuant to Section 2.2 of the Declaration, Developer desires to submit the Additional Property to all of the terms and provisions of the Declaration.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer does hereby agree as follows:

1. **Additional Property.** Pursuant to the terms and provisions of Section 2.2 of the Declaration, Developer does hereby declare that the Additional Property described in Exhibit A hereto shall be and hereby is submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, Assessments, charges, liens and regulations set forth in the Declaration, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. From and after the date



hereof, all references in the Declaration to the Property shall mean and include the Additional Property described in Exhibit A hereto and the original Property described in the Declaration.

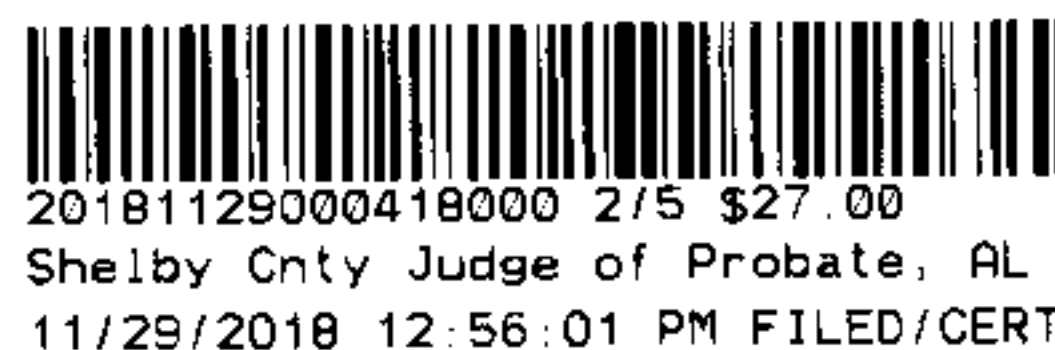
2. **Full Force and Effect.** Except as expressly modified and amended by this Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect and are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, Developer has caused this First Amendment to be executed as of the day and year first above written.

SB DEV CORP., an Alabama corporation

By: [Signature]  
Printed Name: Scott Rohrer  
Title: Vice President

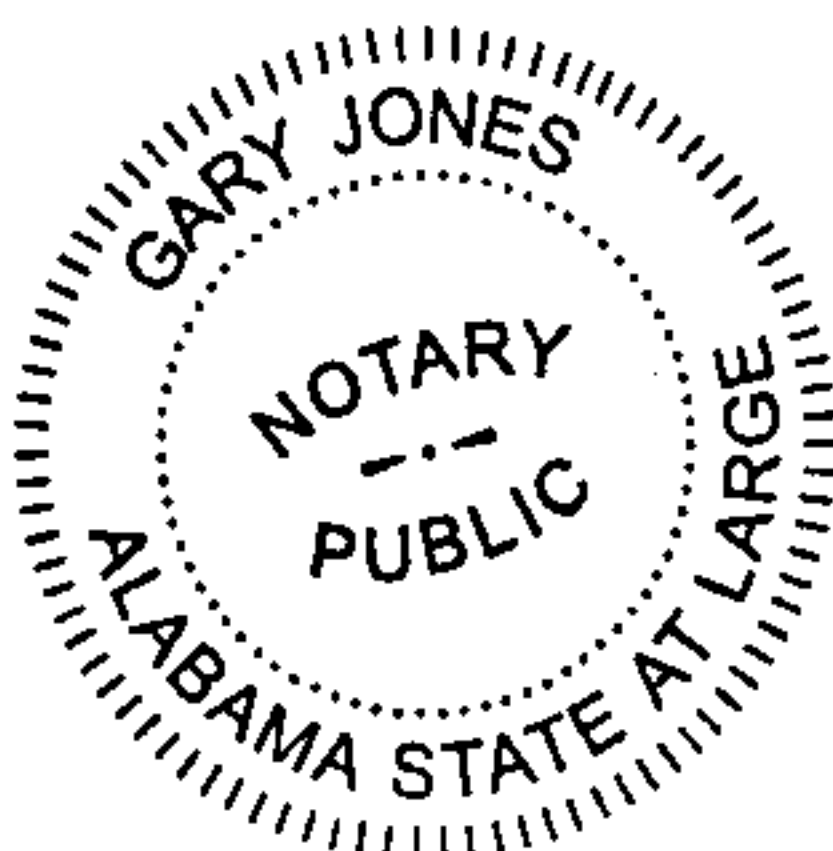
STATE OF ALABAMA       )  
                                     :  
COUNTY OF JEFFERSON   )



I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Scott Rohrer whose name as Vice President of SB DEV CORP., 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 said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of such corporation.

Given under my hand and official seal this the 29<sup>th</sup> day of November, 2018.

[Signature]  
Notary Public  
My Commission Expires: 4-5-2020



GARY JONES  
NOTARY PUBLIC, STATE OF ALABAMA  
ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES  
APRIL 05, 2020

## CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 8th day of November, 2018 by **SAMFORD UNIVERSITY**, an Alabama nonprofit corporation ("Mortgagee").

### R E C I T A L S:

Mortgagee is the holder of that certain Purchase Money Mortgage and Security Agreement dated as of November 2, 2015 executed by SB DEV. CORP., an Alabama corporation ("Mortgagor"), recorded as Instrument Number 20151103000382750 in the Office of the Judge of Probate of Shelby County, Alabama, as the same may be amended from time to time (collectively, the "Mortgage").

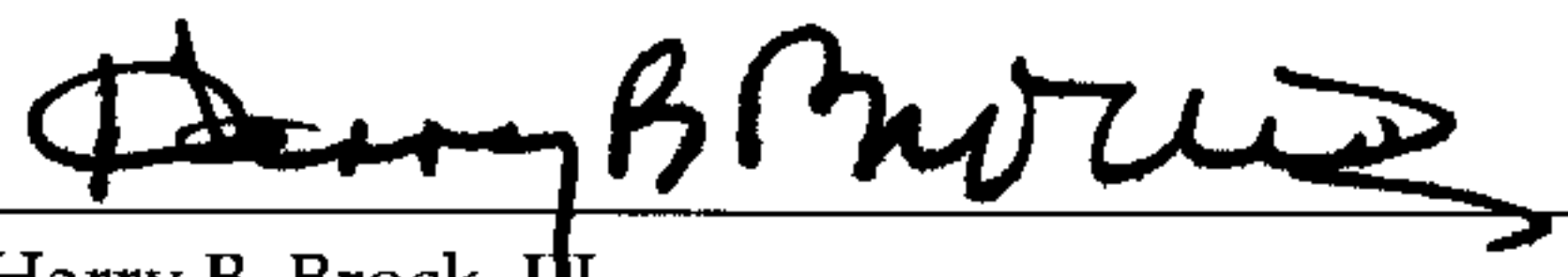
The Mortgage encumbers various real property including, without limitation, all of the Additional Property, as defined and described in the First Amendment (as defined below).


Mortgagee desires to consent to the execution by Mortgagor of the First Amendment to Brock Point Residential Declaration of Covenants, Conditions and Restrictions dated as of November 8, 2018 (the "First Amendment") which is being recorded contemporaneously herewith and to which this Consent is attached and made a part thereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby consent to the execution of the First Amendment by Mortgagor and agrees to be bound by the terms and provisions of the First Amendment.

IN WITNESS WHEREOF, Mortgagee has executed this Consent as of the day and year first above written.

**SAMFORD UNIVERSITY**, an Alabama nonprofit corporation

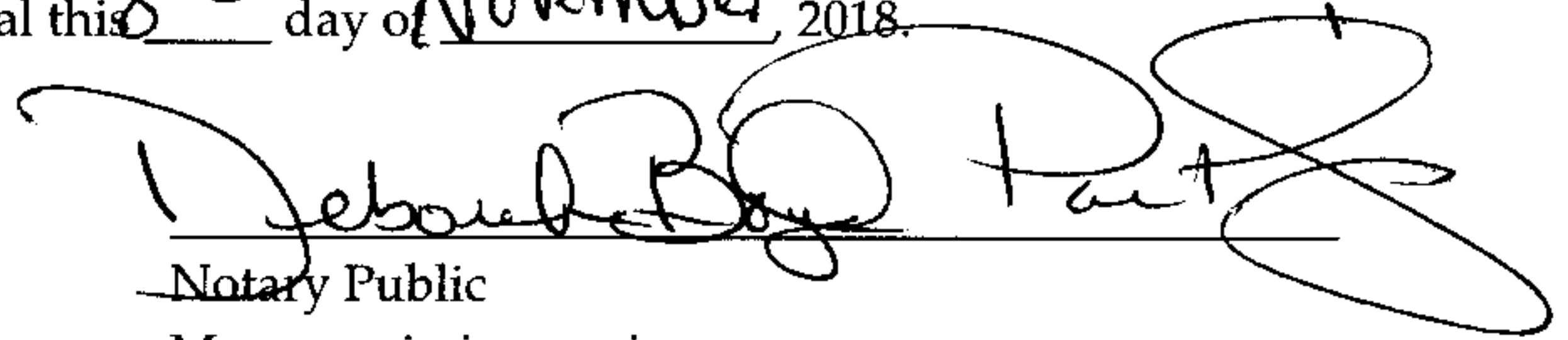
By:   
Harry B. Brock, II  
EVP and VP for Business & Financial Affairs

  
20181129000418000 3/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
11/29/2018 12:56:01 PM FILED/CERT

STATE OF ALABAMA       )  
                                     :  
JEFFERSON COUNTY       )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that Harry B. Brock, III, whose name as Executive Vice President and Vice President for Business and Financial Affairs of SAMFORD UNIVERSITY, an Alabama nonprofit corporation, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said nonprofit corporation.


Given under my hand and seal this 8<sup>th</sup> day of November, 2018.

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

My commission expires:

<b>DEBORAH BOYD PARTRIDGE</b> Notary Public, Alabama State At Large My Commission Expires Aug. 15, 2019
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This instrument prepared by  
SB Dev. Corp.  
3545 Markey Place  
Hoover, Al 35226  
(205 989-558

  
20181129000418000 4/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
11/29/2018 12:56:01 PM FILED/CERT

## EXHIBIT A

### Legal Description of Additional Property

Brock Point Phase 1B as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 46, Page 67.

  
20181129000418000 5/5 \$27.00  
Shelby Cnty Judge of Probate, AL  
11/29/2018 12:56:01 PM FILED/CERT