
**NINETEENTH AMENDMENT TO
LAKE WILBORN RESIDENTIAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS NINETEENTH AMENDMENT TO LAKE WILBORN RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Amendment”) is made and entered into as of the 10th day of May, 2023 LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company (“Developer”).

R E C I T A L S:

Developer has heretofore caused certain real property to be submitted to the terms and provisions of the Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions dated as of September 13, 2017 which has been recorded as Instrument # 20170913000333990 in the Office of the Judge of Probate of Shelby County, Alabama, as amended by (i) Second Amendment thereto dated December 19, 2017 and recorded as Instrument # 20171219000452070 in said Probate Office, (ii) Third Amendment thereto dated April 18, 2018 and recorded as Instrument # 20180418000129200 in said Probate Office, (iii) Fourth Amendment thereto dated September 26, 2018 and recorded as Instrument # 20180926000343990 in said Probate Office, (iv) Fifth Amendment thereto dated September 26, 2018 and recorded as Instrument # 20180926000344000 in said Probate Office, (v) Sixth Amendment thereto dated September 26, 2018 and recorded as Instrument # 20180926000344010 in said Probate Office, (vi) Seventh Amendment thereto dated November 29, 2018 and recorded as Instrument # 20181129000417990 in said Probate Office, (vii) Eighth Amendment thereto dated January 28, 2019 and recorded as Instrument # 20190128000029310 in said Probate Office, (viii) Ninth Amendment thereto dated May 30, 2019 and recorded as Instrument # 201905310001880900 in said Probate Office, (ix) Tenth Amendment thereto dated September 6, 2019 and recorded as Instrument # 20190909000330790 in said Probate Office, (x) Eleventh Amendment thereto dated September 6, 2019 and recorded as Instrument # 20190909000330800 in said Probate Office, (xi) Twelfth Amendment thereto dated October 23, 2019 and recorded as Instrument # 20191023000390530 in said Probate, (xii) Thirteenth Amendment thereto dated October 23, 2019 and recorded as Instrument # 20191023000390530 in said Probate Office, (xiii) Fourteenth Amendment thereto dated December 19, 2019 and recorded as Instrument # 20191218000468720 in said Probate Office, (xiv) Fifteenth Amendment thereto dated April 24, 2020 and recorded as Instrument # 20200427000163520 in said Probate Office, (xv) Sixteenth Amendment thereto dated August 19, 2020 and recorded as Instrument # 20200819000361130 in said Probate Office, (xvi) Seventeenth Amendment thereto dated November 23, 2020 and recorded as Instrument # 20201201000548500 in said Probate Office, and (xvii) Eighteenth Amendment thereto dated March 31, 2021 and recorded as Instrument # 20210331000160120 in said Probate Office (collectively, “Declaration”). 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 2.02 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 2.02 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, the original Property described in the Declaration, and any other Additional Property which has been added to the terms and provision of 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.

[Signatures on the following pages]

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

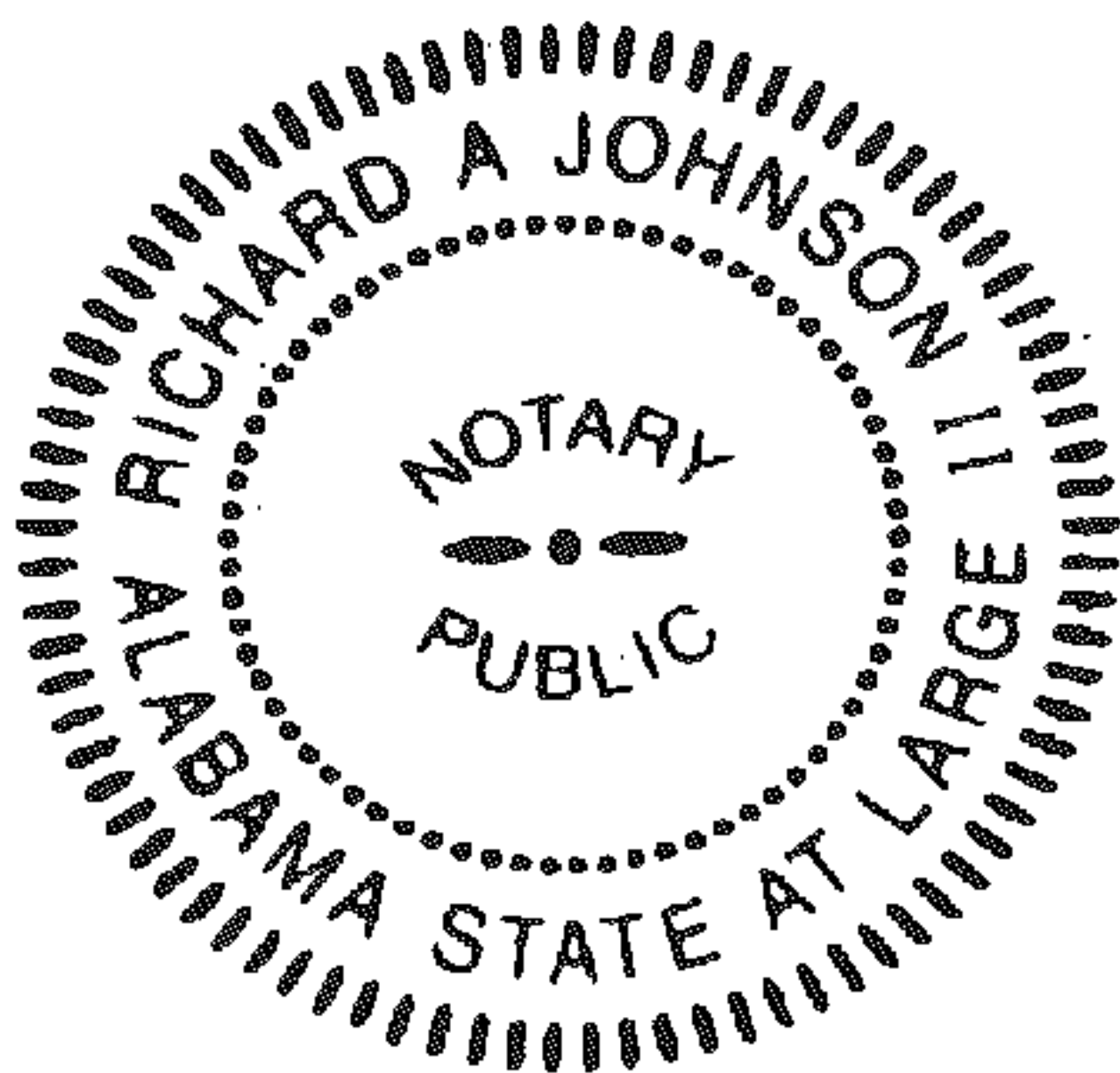
LAKE WILBORN PARTNERS, LLC,
an Alabama limited liability company

By: 
Typed Name: Scott Rohrer
Title: Authorized Representative

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Scott Rohrer whose name as Authorized Representative of LAKE WILBORN PARTNERS, LLC, an Alabama limited liability company, is signed to the foregoing Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment, he, as such Authorized Representative and with full authority, executed the same voluntarily for and as the act of such limited liability company.

Given under my hand and official seal this the 10th day of May, 2023.

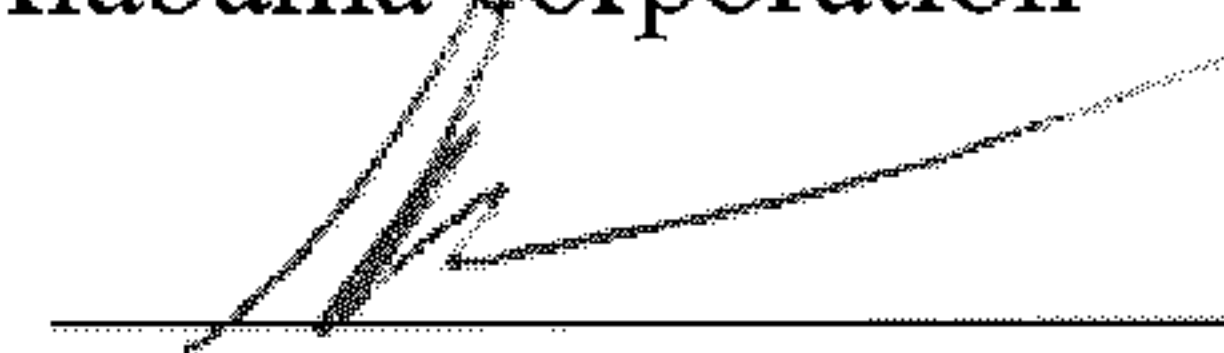



Notary Public

My commission expires: 8/10/26

[NOTARIAL SEAL]

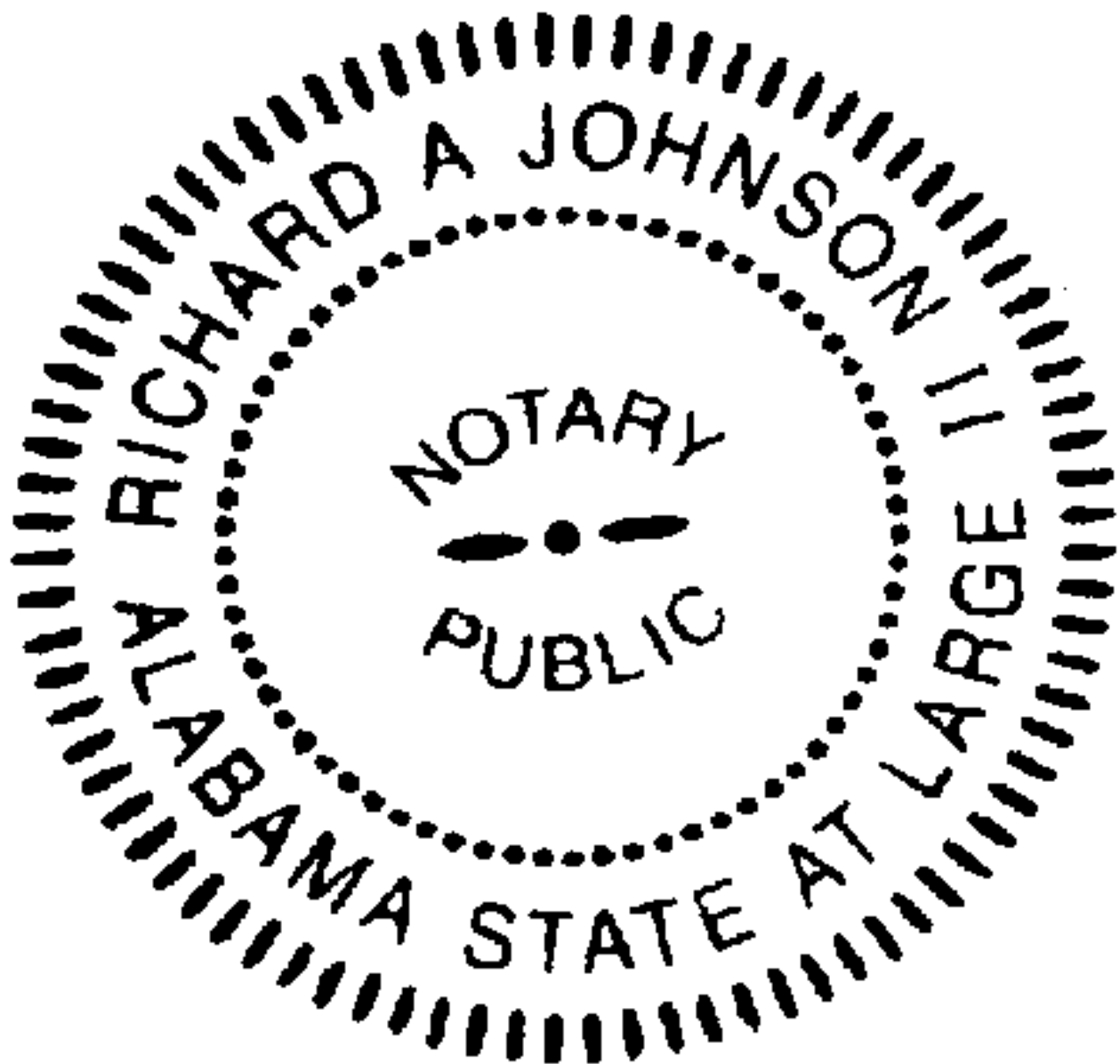
SB DEV. CORP.,
an Alabama corporation

By: 
Typed Name: Scott Rohrer
Title: Vice President

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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 Amendment, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Amendment, he, as such Vice President 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 10th day of May, 2023.



[NOTARIAL SEAL]

Richard A. Johnson
Notary Public

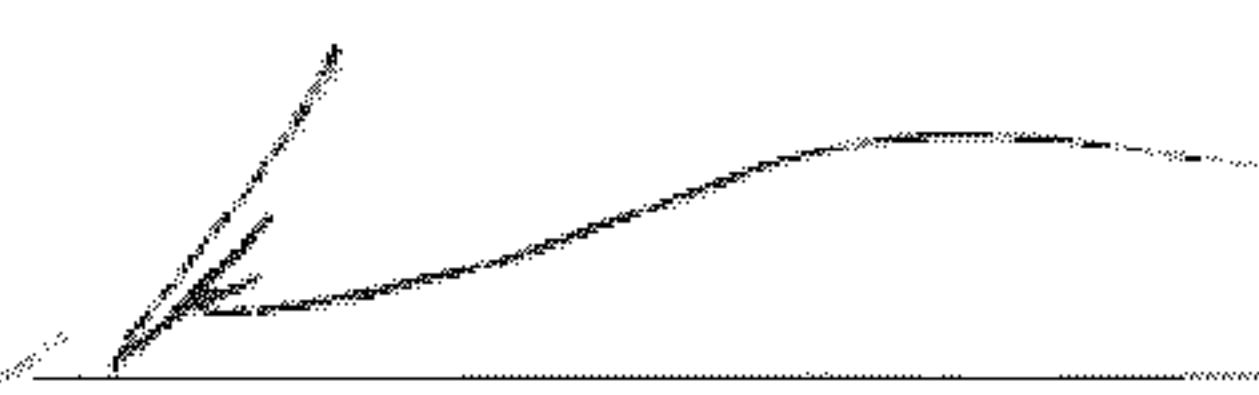
My commission expires: 8/10/26

CONSENT OF LAKE WILBORN RESIDENTIAL ASSOCIATION

The undersigned, LAKE WILBORN RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit corporation, has joined in the execution of this Amendment in order to consent to and agree to be bound by all of the terms and provisions of this Amendment, including, without limitation, the provisions of Sections 4.09 through 4.11 of the Declaration.

Dated as of the 10th day of May, 2023.

**LAKE WILBORN RESIDENTIAL ASSOCIATION,
INC,** an Alabama nonprofit corporation

By: 

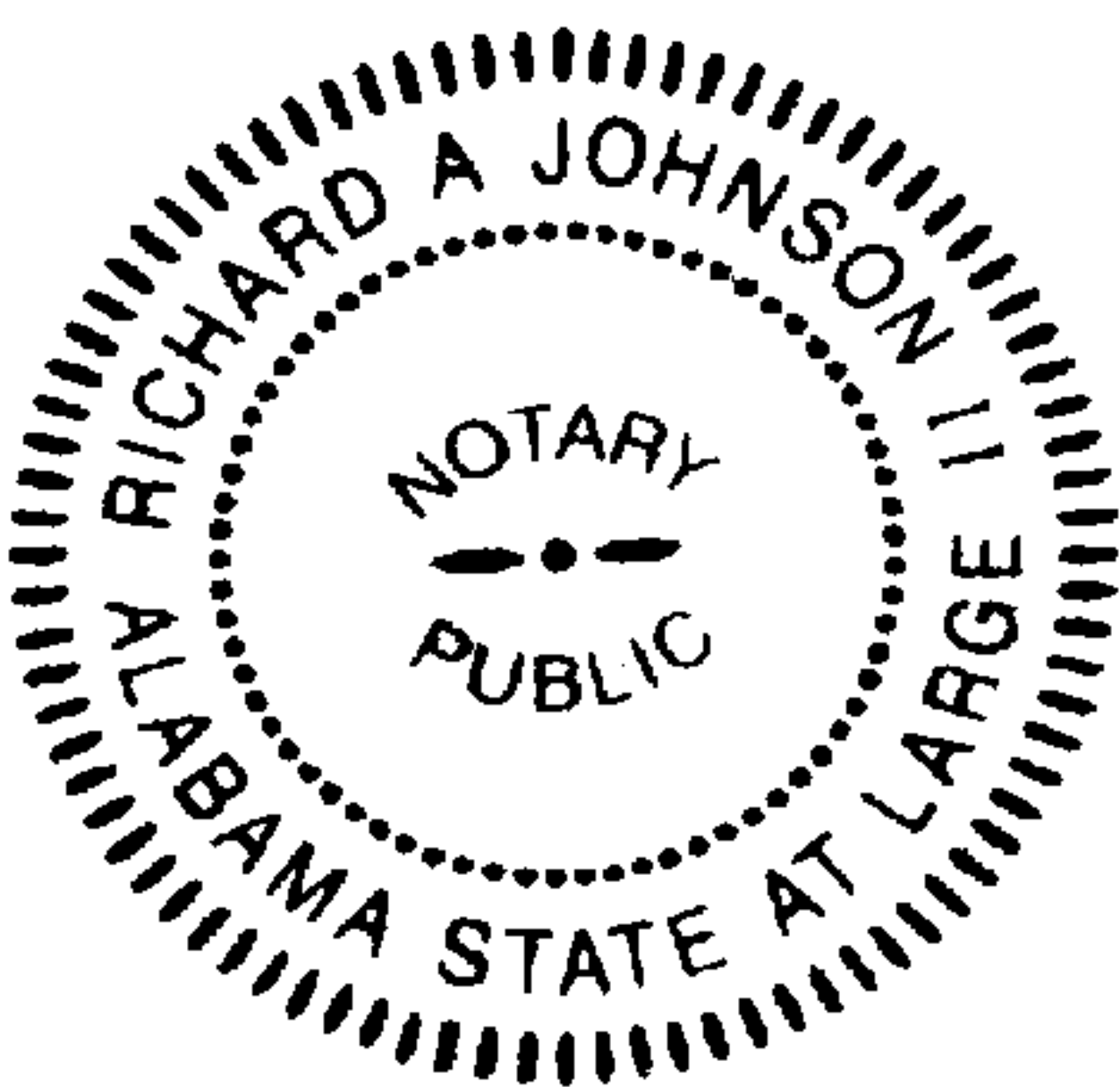
Typed Name: Scott Rohrer

Its: Member

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Scott, whose name as Member of LAKE WILBORN RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit 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 Member and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10th day of May, 2023.



[NOTARIAL SEAL]


Notary Public

My commission expires: 8/10/26

EXHIBIT A

Legal Description of Additional Property

Final Plat of the Residential Subdivision of Lake Wilborn Phase 7, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 57, Pages 99A, 99B and 99C.

See attached.

LAKE WILBORN - PHASE 7

Being a subdivision of acreage situated in the
NW 1/4 of Section 8,
Township 20 South, Range 3 West, City of Hoover,
Shelby County, Alabama

SCALE: 1" = 60'

GRAPHIC SCALE

DEVELOPER: LAKE WILBORN PARTNERS, LLC.
3545 MARKET STREET
HOOVER, ALABAMA 38226
(205) 1-7-6666

SURVEYOR: ALABAMA ENGINEERING COMPANY, INC.
1214 ALFORD AVENUE, SUITE 200
HOOVER, ALABAMA 36225
(205) 963-2181
CONTACT: BOB EASLEY

LEGEND	
L	• LENGTH
R	• RADIUS
R.O.W.	• RIGHT-OF-WAY
A	• CENTRAL ANGLE
TAN	• TANGENT
CL	• CENTERLINE
MB	• MAP BOOK
PG	• PAGE
N.T.S.	• NOT TO SCALE
¹	• MORE OR LESS
SF	• SQUARE FEET
CH	• CHORD

SHEET 2 OF 1

Allen S. Bayal

