

AMENDMENT TO BROOK RIDGE ESTATES
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to Brook Ridge Estates Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made as of the 7th day of November, 1994 by and among Edward J. Marino and E.J. Marino, Jr., individuals (collectively, the "Developer"), the owners of Lots A, B, C and D on Ridge View Lane (the "Owners") and Summer Place Land Developers, Inc. (hereinafter the "Additional Owner").

RECITALS:

Developer has developed the Property located in Shelby County, Alabama, more particularly described on Exhibit "A" attached hereto and incorporated herein known as Brook Ridge Estates (the "Subdivision") subject to the Brook Ridge Estates Declaration of Covenants, Conditions and Restrictions recorded in the Probate Court of Shelby County at Instrument No. 1993-38371 (the "Declaration") and has sold to the Owners Lots A, B, C and D on Ridge View Lane. The Developers have reserved for themselves, or their assigns, Lots E and F of Brook Drive.

The Additional Owner desires to subject to the Declaration the property described on Exhibit "B" attached hereto and incorporated herein by reference (the "New Property") and further desires to remove the New Property from the Summer Place Subdivision and add the New Property to the Subdivision and, to accomplish the foregoing, has requested the Developer to permit the New Property to be subjected to all of the provisions of the Declaration and to be added to the Subdivision. The Developer and the Owners are agreeable to allowing the New Property to be subject, in all respects, to the Declaration and to be added to the Subdivision. The Additional Owner is agreeable to subjecting the New Property to the Declaration in all respects, adding to the New Property to the Subdivision and agreeing that the Declaration shall be a permanent instrument with respect to the enjoyment of the New Property, binding on successors and assigns of the Additional Owner, and further is agreeable to paying the special assessment hereinafter provided. The parties hereto desire to set forth the understanding regarding subjecting the New Property to the Declaration, adding the New Property to the Subdivision and the requirements with respect to a special assessment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. The New Property is, from and after the date hereof, considered to be subject in all respects to the Declaration and a part of the Subdivision (thereby no longer

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constituting a part of the Summer Place Subdivision and no longer being subject to those restrictions reflected in Instrument No. 1993-37126 recorded in the Probate Court of Shelby County, Alabama) and the Additional Owner agrees that any development of the New Property shall be, and any purchaser of the New Property shall take the New Property, subject to the Declaration in all respects as a part of the Subdivision. The New Property shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to all of the easements, covenants, conditions, restrictions, charges 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 New Property and their respective heirs, executors, administrators, personal representatives, successors and assigns.

2. The New Property shall be deemed another lot on Ridge View Lane and, for ease of reference, shall be identified as Lot 15A of Ridge View Lane. The New Property shall be considered an addition to the Subdivision plat for the Property so that from and after the date hereof, all references to Ridge View Lane or a Lot in the Declaration or otherwise shall be deemed to include the New Property or Lot 15A of Ridge View Lane. A new Subdivision plat has been, or will be, filed and recorded as appropriate to show the New Property as a part of the Subdivision.

3. The Additional Owner agrees to pay Seven Thousand Dollars (\$7,000.00) to the Developer for use in connection with defraying development expenses associated with the Subdivision Common Area and paying Common Expenses of the Subdivision. Such amount will be paid to the Developer within thirty (30) days of the date hereof or in such other manner or at such other time as the Developer shall accept.

4. Except as modified and amended hereby, the Declaration shall continue in full force and effect with respect to the Subdivision, the Lots and the New Property and all of the terms and conditions of the Declaration shall remain in full force and effect. Terms used herein which are defined in the Declaration shall have the meaning ascribed to such terms in the Declaration.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment to Declaration all as of the day and year first above written.

DEVELOPER

Edward J. Marino
Edward J. Marino

E. J. Marino, Jr.
E.J. Marino, Jr.

OWNERS

S. Clare Clements
S. ☒ Clare Clements (Lot A)

Bryan P. Keim
Bryan P. Keim (Lot B)

Kelly B. Keim
Kelly B. Keim (Lot B)

Jo Ann Cantavespre
Jo Ann Cantavespre (Lot C)

James F. Holmes
James F. Holmes (Lot D)

Lisa H. Holmes
Lisa H. Holmes (Lot D)

ADDITIONAL OWNER

Summer Place Land Developers, Inc.

By Donald M. Olson
Its Secretary/Treasurer

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that Edward J. Marino, whose name as Developer 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 1994.

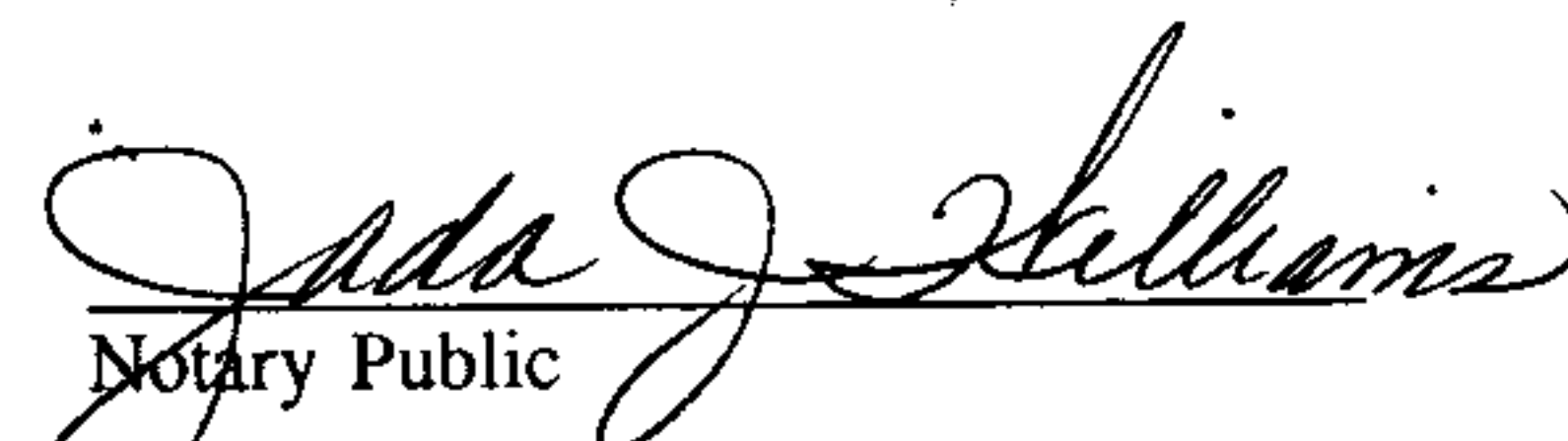

Notary Public
My Commission Expires: 2-17-97

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that E.J. Marino, Jr., whose name as Developer 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 1994.


Notary Public
My Commission Expires: 2-17-97

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that ~~F.~~ Clare Clements, whose name as owner of Lot A, 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 1994.

Frances Cicero Huey
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 1996

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that Bryan P. Keim, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 1994.

Frances Cicero Huey
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 1996

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that Kelly B. Keim, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 1994.

Frances Cicero
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 1998

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that Jo Ann Cantavespre, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 1994.

Jada J. Williams
Notary Public

My Commission Expires: 2-17-97

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that James F. Holmes, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November, 1994.


Notary Public
My Commission Expires: 2-17-97

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that Lisa H. Holmes, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 4th day of November, 1994.


Notary Public
My Commission Expires: 2-17-97

[NOTARIAL SEAL]

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned, Notary Public, in and for said county in said state, hereby certify that Donald M. Acton whose name as Secretary/Treasurer of Summer Place Land Developers, Inc., a 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, and being authorized to so do, 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 official seal this 7 day of November, 1994.

Frances Cecelia Huey
Notary Public

My Commission Expires: MY COMMISSION EXPIRES JUNE 5, 1996

[NOTARIAL SEAL]

Exhibit A

Survey of Brook Ridge Estates located in the NW¼ of the SE¼ of Section 23, Township 19 South, Range 2 West, Shelby County, Alabama, as recorded in Map Book 17, page 133, in the Probate Court of Shelby County, Alabama.

Exhibit B

[Formerly, Lot 15, Block 2, Summer Place Subdivision, Second Sector, as recorded in Map Book 17, page 132 in the Probate Court of Shelby County, Alabama.]

Lot 15A of a Resurvey of Lots 14 and 15, Block 2, Summer Place 2nd Sector, as recorded in Map Book 20, Page 3, in the Judge of Probate's Office of Shelby County, Alabama.

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