

20161114000417970 1/4 \$24.00
Shelby Cnty Judge of Probate, AL
11/14/2016 10:44:37 AM FILED/CERT

CHESSER RESERVE

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

EFFECTIVE MAY 2, 2016

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CHESSER RESERVE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Amendment") is made effective as of the 2nd day of May, 2016 by CHESSER RESERVE, LLC, an Alabama limited liability company ("Developer").

RECITALS:

Developer has heretofore executed the Amended and Restated Chesser Reserve Declaration of Covenants, Conditions and Restrictions dated April 10, 2014 and recorded as Instrument #20140630000197500 in the Probate Office of Shelby County, Alabama (the "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

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

NOW, THEREFORE, in consideration of the premises, Developer does hereby amend the Declaration as follows:


1. **Additional Property.** Pursuant to the terms and provisions of Section 2.2 of the Declaration, Developer does hereby declare that the real property described in Exhibit A.1 attached hereto and incorporated herein by reference (the "Additional 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 Additional Property and their respective heirs, executors, administrators, personal representatives, successors and assigns. The Additional Property described in Exhibit A.1 attached hereto and the original Property described in the Declaration shall, for the purposes of the Declaration, collectively be referred to

as the Property and all references in the Declaration to the Property shall mean the original Property as described in the Declaration as well as the Additional Property described herein.

2. **Full Force and Effect**. Except as specifically modified and amended hereby, all of the terms and conditions of the Declaration, as amended, shall remain in full force and effect.

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


CHESSER RESERVE, LLC, an Alabama limited liability company

By: 
William L. Thornton, III
Its Manager

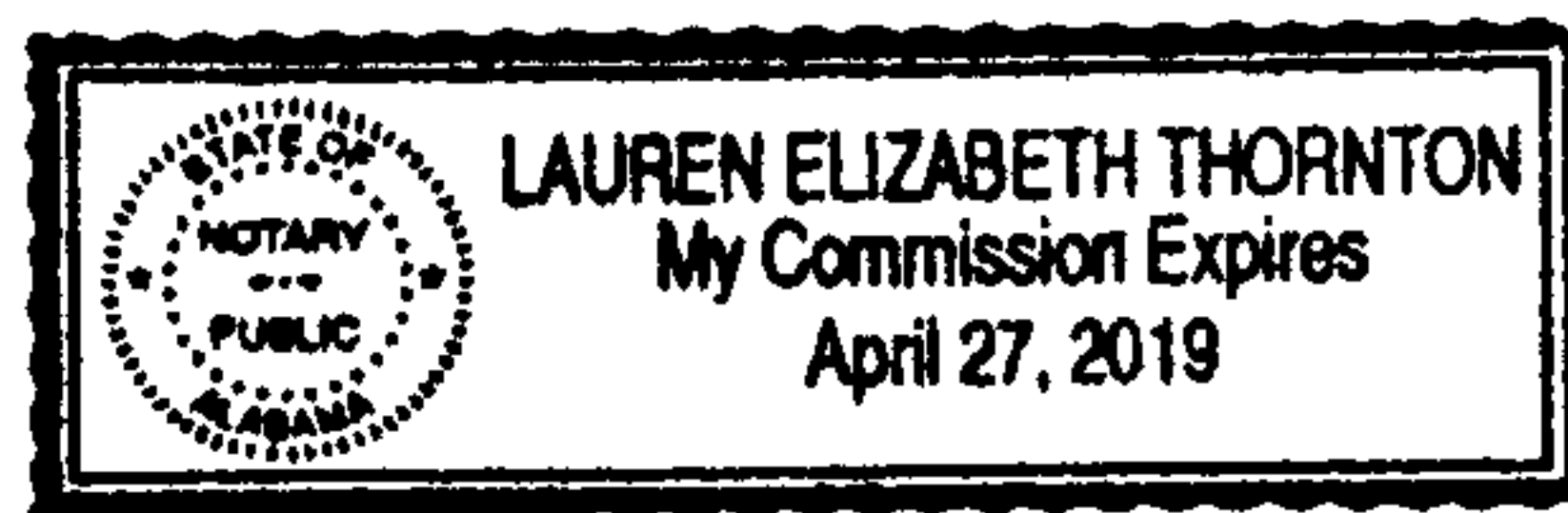
STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said County in said State, hereby certify that William L. Thornton, III, whose name as Manager of **CHESSER RESERVE, LLC**, an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

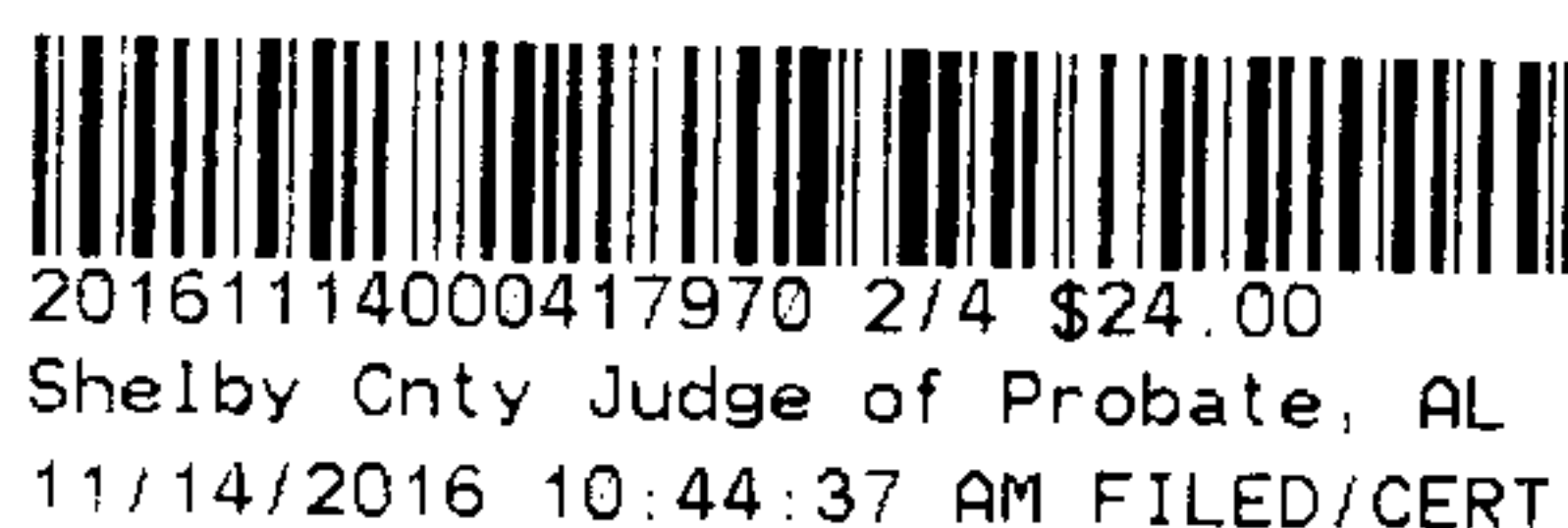
Given under my hand and official seal, this the 7th day of November, 2016.


Notary Public

[SEAL]
My Commission Expires:
April 27, 2019



This Instrument prepared by:
Mary Thornton Taylor
Taylor Partners, LLC
P.O. Box 489
Orange Beach, Alabama 36561




CONSENT OF D. R. HORTON, INC.- BIRMINGHAM

D. R. Horton, Inc.-Birmingham, an Alabama corporation, has heretofore purchased certain Lots and acreage situated within the Property. In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, D. R. Horton, Inc.-Birmingham hereby consents to and joins in the execution of this First Amendment to the Amended and Restated Chesser Reserve Declaration of Covenants, Conditions and Restrictions (the "Declaration"), and all of the terms and provisions set forth herein, for the purpose of the application of the Declaration to any and all property within Chesser Reserve purchased by D. R. Horton, Inc.-Birmingham prior to the date hereof and hereafter and does hereby agree that said property shall be "Property" as defined in the Declaration and shall be subject to the terms and provisions of the Declaration.

Dated as of the 7th day of November, 2016.

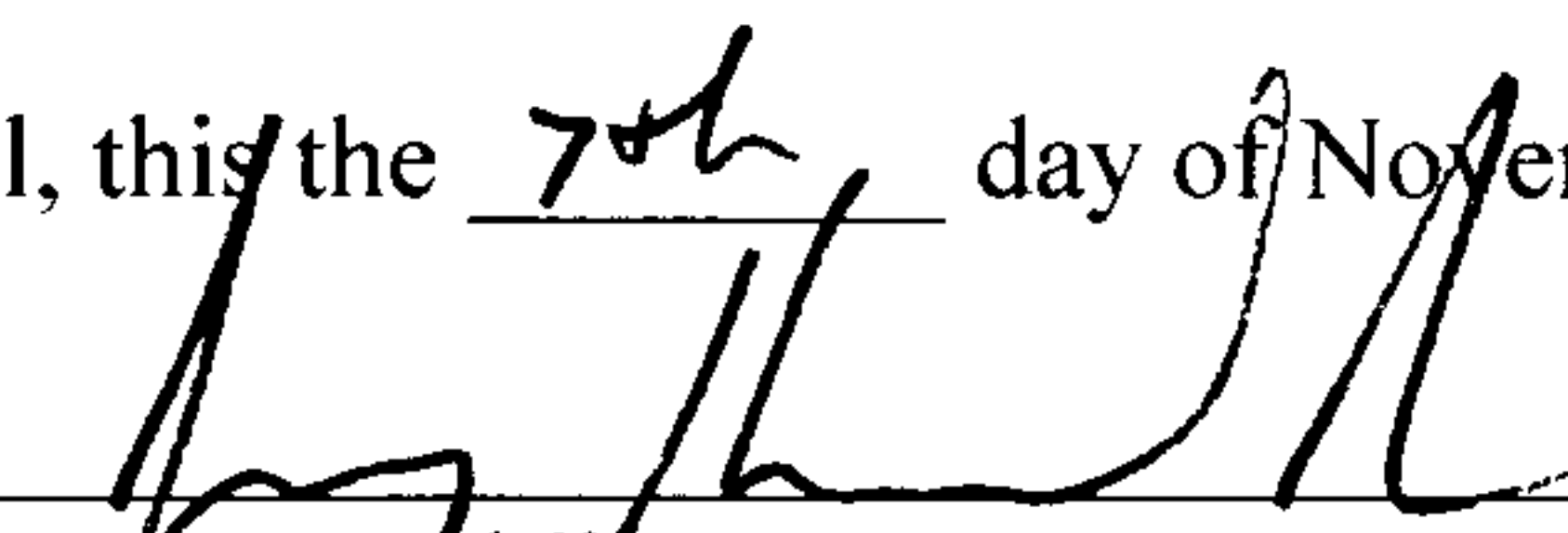
D. R. HORTON, INC. - BIRMINGHAM, an Alabama corporation

By: 
Andrew Hancock
Its Division President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Andrew Hancock, whose name as Division President of D. R. HORTON, INC.-BIRMINGHAM, 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 said corporation.

Given under my hand and official seal, this the 7th day of November, 2016.



Notary Public

[SEAL]

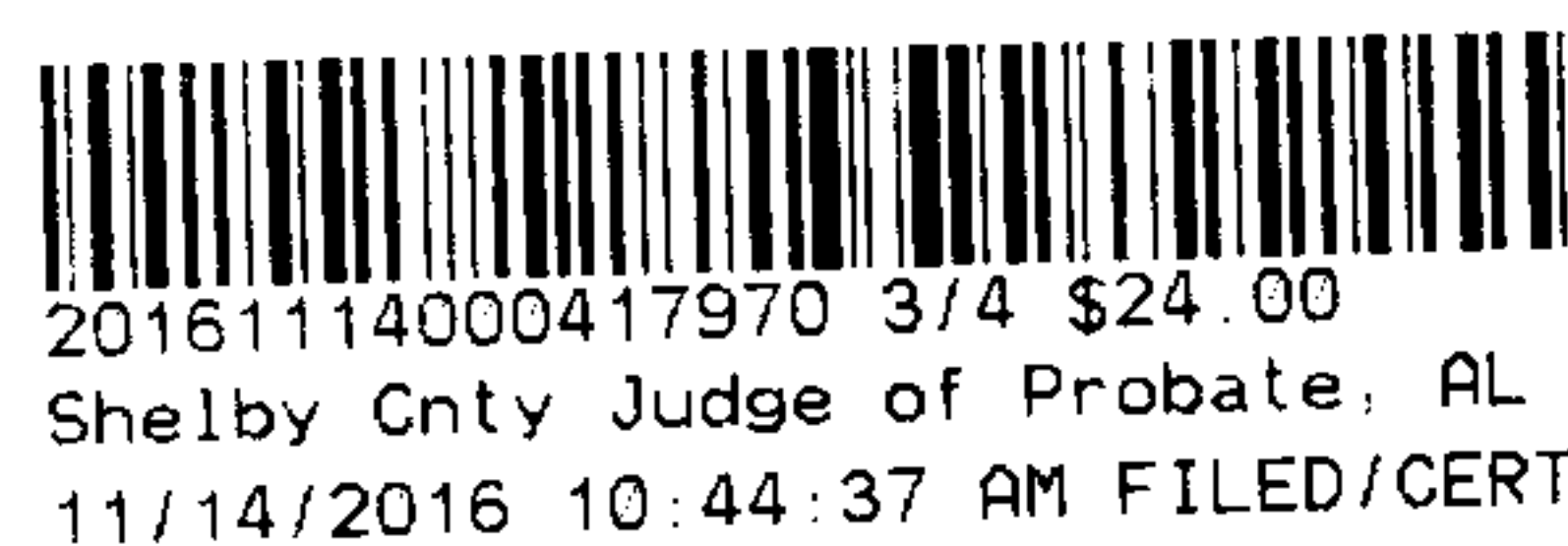
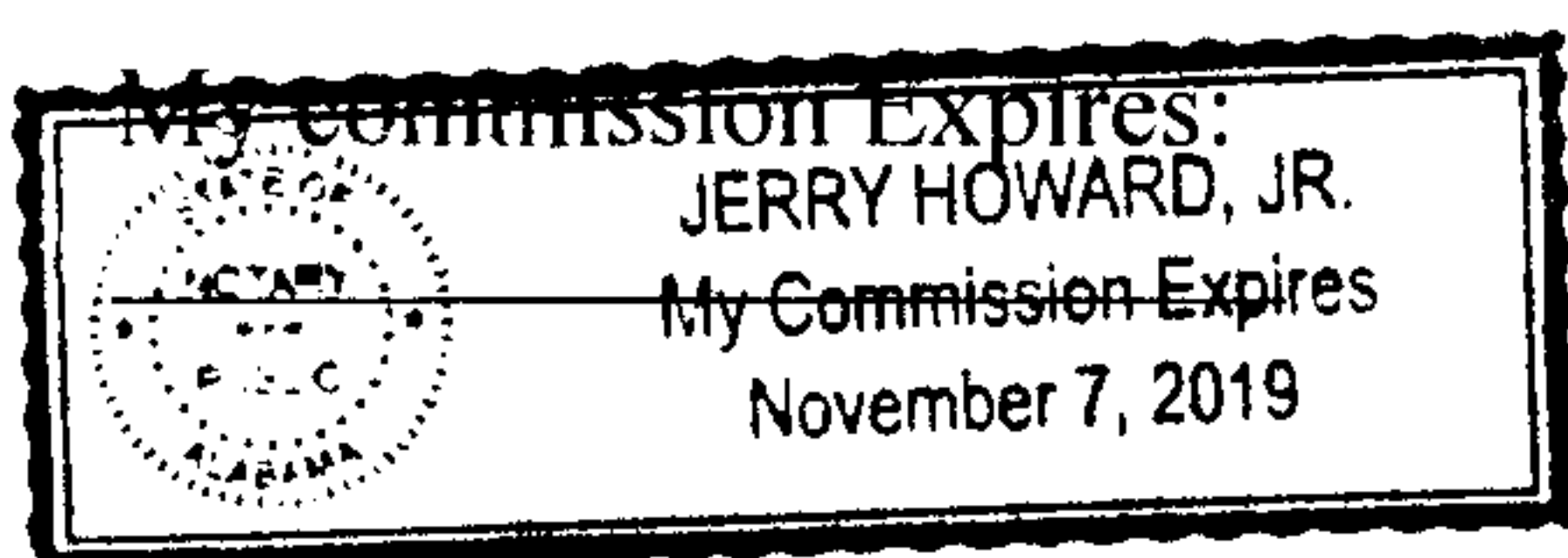



EXHIBIT A.1

CHESSER RESERVE

ADDITIONAL PROPERTY

Lots 1 through 45, inclusive, and the Common Areas according to the subdivision plat of Chesser Reserve, Phase II, as recorded in Map Book 46, Page 20 in the Probate Office of Shelby County, Alabama.


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