

STATE OF ALABAMA)
SHELBY COUNTY)

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR WILLOW BRANCH, A RESIDENTIAL SUBDIVISION**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Willow Branch, a Residential Subdivision (this "Amendment") amends the Declaration of Covenants, Conditions and Restrictions for Willow Branch, a Residential Subdivision dated March 20, 2007.

WITNESSETH:

WHEREAS, Willow Branch First Sector, LLC (the "original developer") was the developer of Willow Branch, a residential subdivision in Shelby County, Alabama (the "development"); and

WHEREAS, the original developer recorded the Declaration of Covenants, Conditions and Restrictions for Willow Branch, a Residential Subdivision in Instrument Number 20070320000126220 in the Office of the Judge of Probate of Shelby County, Alabama (the "Declaration"); and

WHEREAS, the original developer has sold the remaining lots in the development to Laurel Grove, Inc. ("Laurel Grove"); and

WHEREAS, the original developer previously amended the Declaration to substitute Laurel Grove as the Developer under the Declaration; and

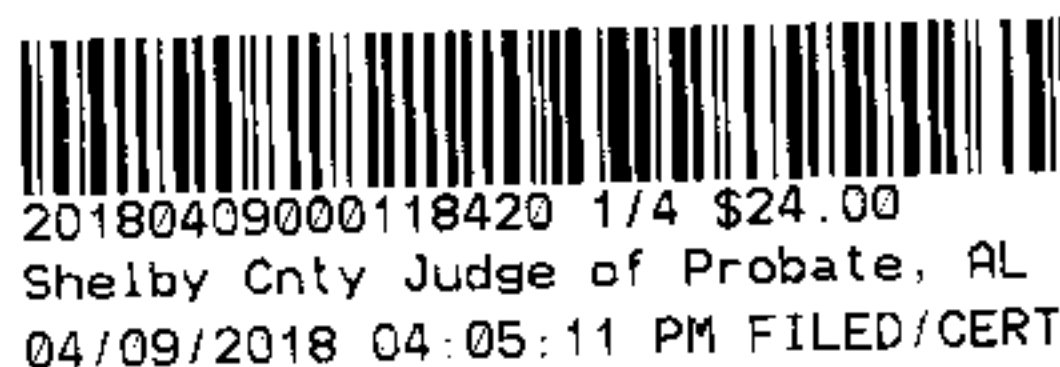
WHEREAS, Laurel Grove desires to add and submit Additional Property to the provisions of the Declaration; and

WHEREAS, Laurel Grove desires to amend Section 3.2 of the Declaration to reserve additional easements for surface water drainage; and

NOW THEREFORE, pursuant to the powers contained in Sections 2.2, 2.3, and 10.1 of the Declaration, the Laurel Grove hereby amends the Declaration as follows:

1. Laurel Grove hereby adds and submits the following described property to the provisions of the Declaration:

All property described in and shown on the Final Subdivision Plat for Willow Branch, Sector 2, as recorded in Map Book 48, Page 35, in the Office of the Judge of Probate of Shelby County, Alabama ("Sector 2").



2. To the extent any lots in Sector 2 have been conveyed by Laurel Grove to Scotch Homes & Land Development, Inc. ("Scotch"), Scotch hereby agrees and consents to Sector 2 being added and submitted to the Declaration.

3. Section 3.2 of the Declaration is amended to add the following language:

Developer specifically reserves easements for surface water drainage, together with the right to construct within such reserved easements such swales and other surface water drainage systems as Developer shall, in its sole discretion, deem necessary, on, over, and across the property described on Exhibit A.

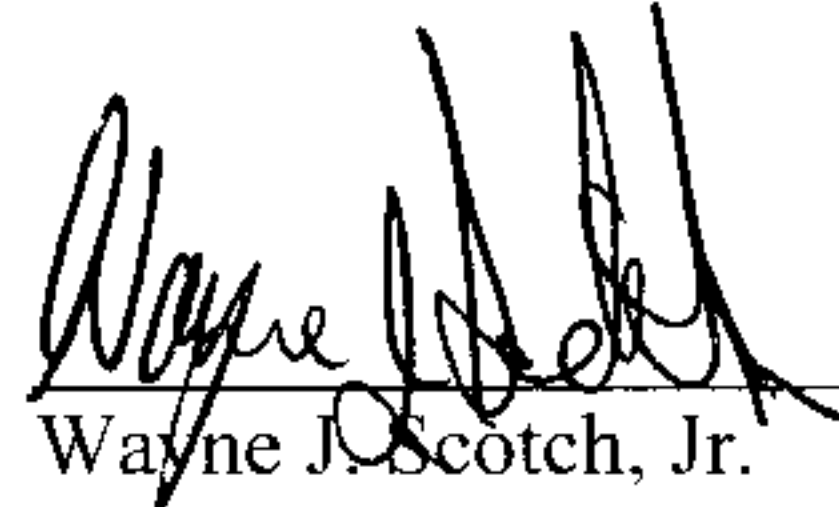
4. All terms and conditions of the Declaration that are not specifically amended by this Amendment shall remain in full force and effect.

5. All other terms and conditions contained in the Declaration shall remain in full force and effect and are not otherwise amended.

IN WITNESS WHEREOF, Laurel Grove, Inc. has caused this Amendment to be executed this the 9th day of April, 2018.

LAUREL GROVE, INC.

By:


Wayne J. Scotch, Jr.

Its: President

STATE OF ALABAMA)
SHELBY COUNTY)


I, the undersigned Notary Public, in and for said County and State hereby certify that Wayne J. Scotch, Jr., whose name as President of Laurel Grove, Inc., 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and in my presence.

Given under my hand and Official seal this 9 day of April, 2018.



Notary Public

My Commission Expires: 2/22/22


20180409000118420 2/4 \$24.00
Shelby Cnty Judge of Probate, AL
04/09/2018 04:05:11 PM FILED/CERT

SCOTCH HOMES & LAND
DEVELOPMENT, INC.

By: Wayne J. Scotch, Jr.
Wayne J. Scotch, Jr.
Its: President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned Notary Public, in and for said County and State hereby certify that Wayne J. Scotch, Jr., whose name as President of Scotch Homes & Land Development, Inc., 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation and in my presence.

Given under my hand and Official seal this 9 day of April, 2018.

Jessica L. Holland
Notary Public
My Commission Expires: 2/22/22

20180409000118420 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
04/09/2018 04:05:11 PM FILED/CERT

EXHIBIT A

[insert legal description for drainage easements]

