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

THIS FIFTH AMENDMENT TO LAKE WILBORN RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 26th day of September, 2018 by and between **P.R. WILBORN, LLC**, a Delaware limited liability company ("PR Wilborn"), and **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company ("Developer").

RECITALS:

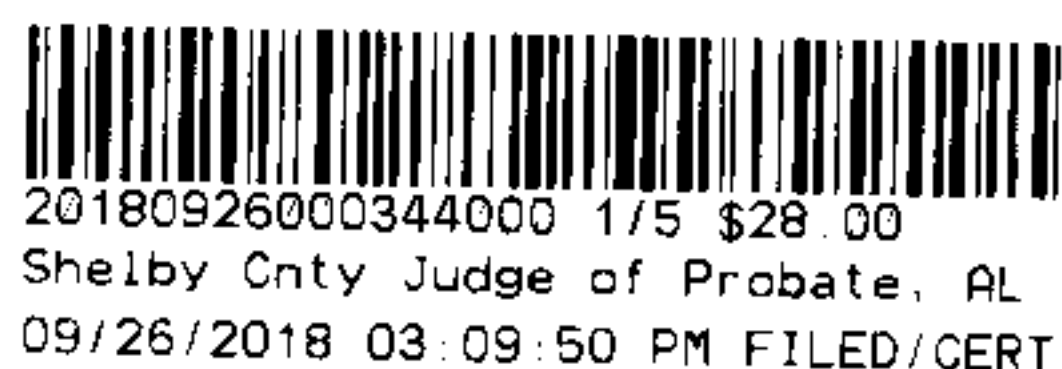
PR Wilborn and Developer have heretofore caused certain real property to be submitted to the terms and provisions of the Lake Wilborn Residential Declaration of Covenants, Conditions and Restrictions dated as of September 13, 2017. Which has been recorded as Instrument 20170913000333990 in the Office 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; (collectively, the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meaning given to them in the Declaration.*

PR Wilborn 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, PR Wilborn and Developer desire 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, PR Wilborn and Developer do hereby agree as follows:


1. **Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, PR Wilborn and Developer do 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]


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Shelby Cnty Judge of Probate, AL
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IN WITNESS WHEREOF, PR Wilborn and Developer have caused this Amendment to be executed as of the day and year first above written.

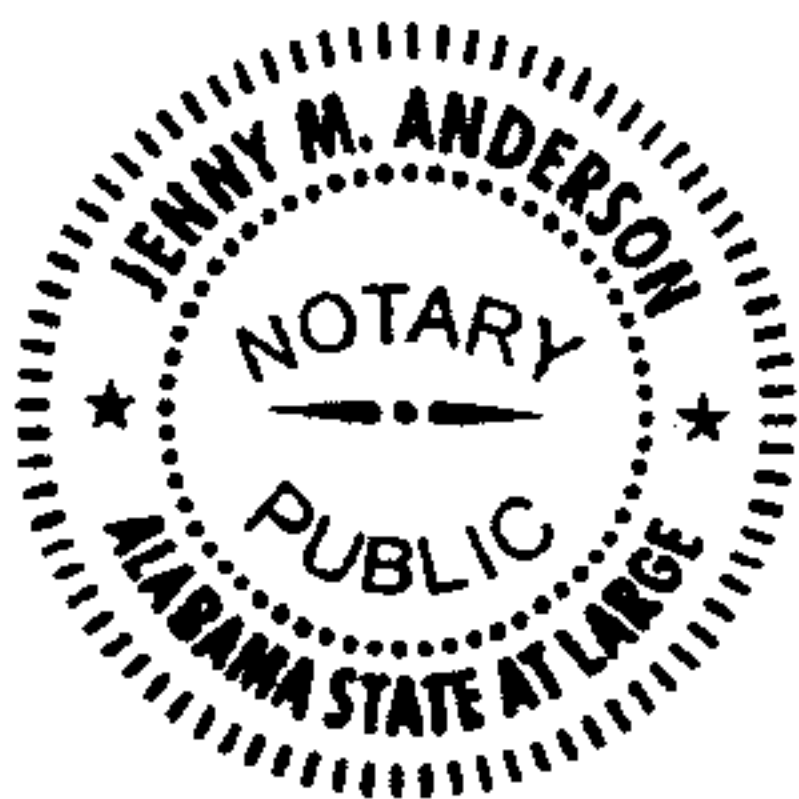
P.R. WILBORN, LLC, a Delaware limited liability company

By: [Signature]
Printed Name: Benjamin W. Hughey
Title: Member


STATE OF ALABAMA)
 MADISON :
COUNTY OF ~~JEFFERSON~~)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Benjamin W. Hughey whose name as member of P.R. Wilborn, LLC, a Delaware 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 officer 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 25th day of September, 2018.



Jenny M. Anderson
Notary Public
My Commission Expires: 5-4-21


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LAKE WILBORN, LLC, an Alabama limited liability company

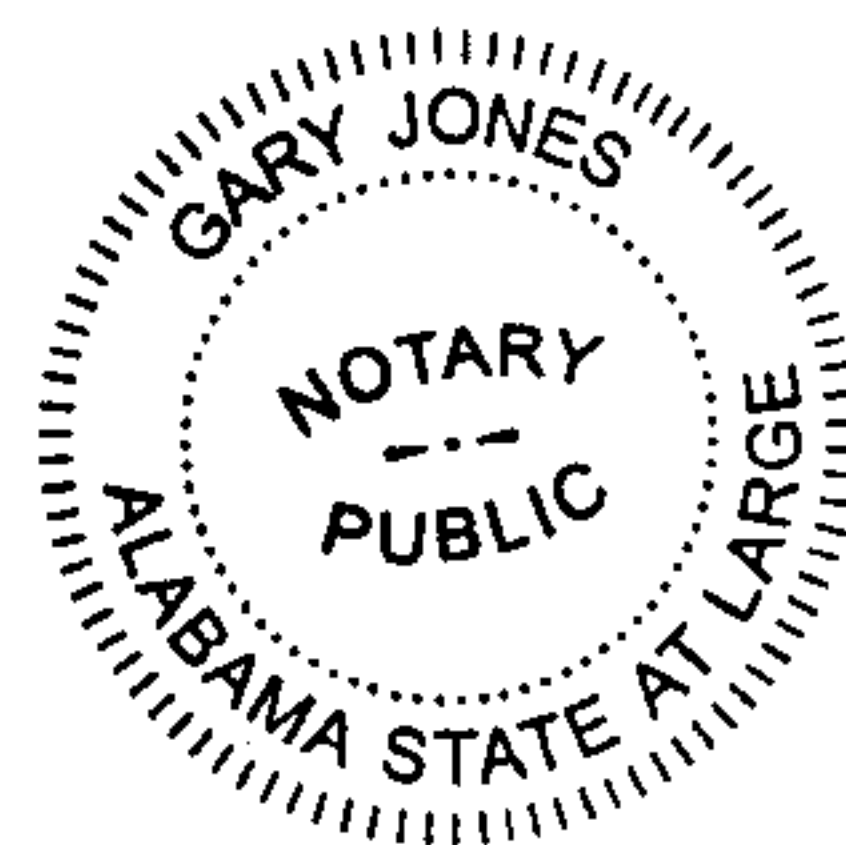
By: [Signature]
Printed Name: Scott Rohrer
Title: VP

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 Lake Wilborn, 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 Vice President 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 24 day of September, 2018.

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



This instrument prepared by
Stephen R. Monk, Esq.
Bradley Arant Rose & White LLP
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1819 Fifth Avenue North
Birmingham, AL 35203-2104
(205) 521-8000

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EXHIBIT A

Legal Description of Additional Property

Final Plat of the Residential Subdivision of Lake Wilborn Phase 2C, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 49, Page 68.



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