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Shelby Cnty Judge of Probate, AL
09/09/2019 11:44:25 AM FILED/CERT

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

THIS TENTH AMENDMENT TO LAKE WILBORN RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 6th day of September, 2019 by and between **SB DEV. CORP.**, an Alabama corporation ("SB Dev"), **LAKE WILBORN PARTNERS, LLC**, an Alabama limited liability company ("Developer") a party to the Declaration, **P.R. WILBORN, LLC**, a Delaware limited liability company ("PR Wilborn") a party to the Declaration,

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; (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, and (ix) Ninth Amendment thereto dated May 30, 2019 and recorded as Instrument 201905310001880900 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.*

SB Dev. Corp. is the owner and developer of that certain real property (the "Green Trails Additional Property") situated in Shelby County, Alabama which is more particularly described in Exhibit A attached hereto and incorporated herein by reference.

SB Dev. Corp. is also an Affiliate of Developer.

Pursuant to Section 12.16 of the Declaration, Developer desires to assign to SB Dev. Corp. all of Developer's rights under the Declaration as "Developer" with respect to the Green Trails Additional Property.


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, Developer, and SB Dev. Corp. do hereby agree as follows:

1. **Green Trails Additional Property.** Pursuant to the terms and provisions of Section 2.02 of the Declaration, SB Dev. Corp., PR Wilborn and Developer do hereby declare that the Green Trails 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 Green Trails 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 Green Trails 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 Green Trails Additional Property described in Exhibit A hereto, the original Property described in the Declaration, and any other Green Trails Additional Property which has been added to the terms and provision of the Declaration

2. **Partial Assignment of Developer Rights.** Pursuant to the terms and provisions of Section 12.16 of the Declaration, Developer does hereby assign and transfer to SB Dev. Corp., and SB Dev. Corp. does hereby assume, all of Developer's rights and obligations as "Developer" under the Declaration with respect to all of the Green Trails Additional Property, including, without limitation, the right to appoint and remove all ARC members under Article V of the Declaration with respect to the Green Trails Additional Property. Notwithstanding anything provided herein to the contrary, Developer does hereby retain all "Developer" rights and obligations under the Declaration with respect to all of the Property other than the Green Trails Additional Property.

3. **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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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

TENNESSEE
STATE OF ALABAMA)
COUNTY OF MADISON)
DAVIDSON

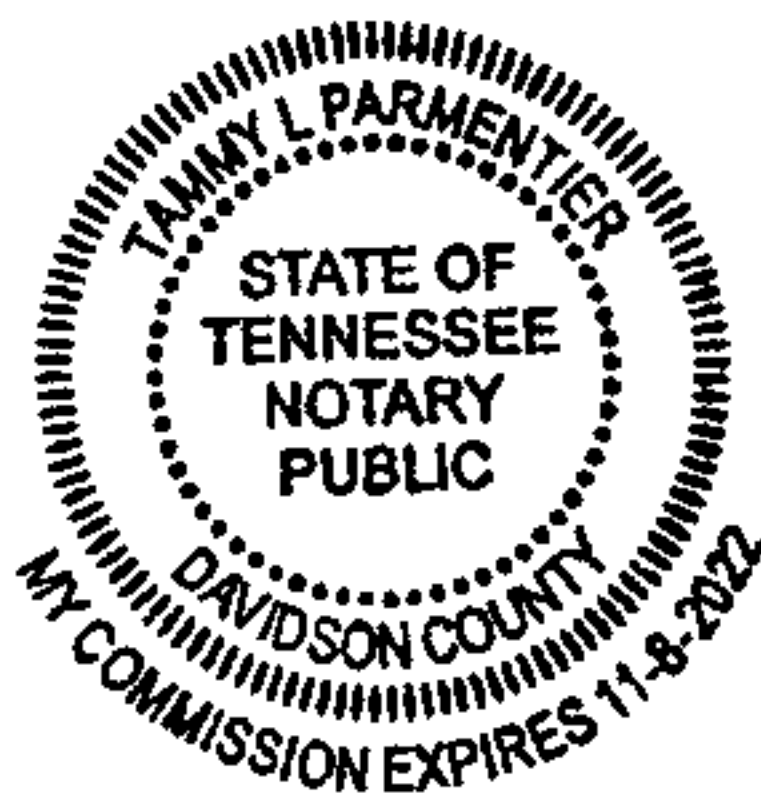
I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that Benjamin W. Hughey whose name as Member of P.R. Wilborn, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being 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 3rd day of September 2019

[NOTARIAL SEAL]

[Signature]
Notary Public

My commission expires: 11/8/2022



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LAKE WILBORN PARTNERS, LLC, an Alabama
limited liability company

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

STATE OF ALABAMA)
COUNTY OF TETTER

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that SCOTT ROHRER whose name as VP MARKETING, & SALES 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 _____ and with full authority, executed the same voluntarily for and as the act of such limited liability company.

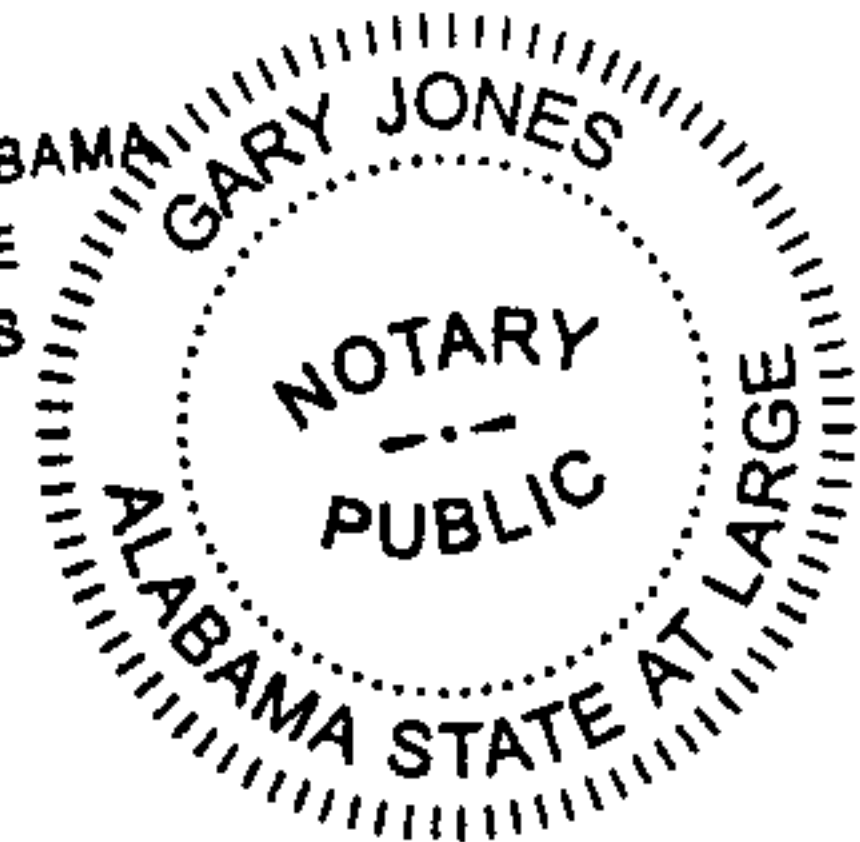
Given under my hand and official seal this the 30 day of August, 2019

[NOTARIAL SEAL]

[Signature]
Notary Public

My commission expires: 4-5-2020

GARY JONES
NOTARY PUBLIC, STATE OF ALABAMA
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
APRIL 05, 2020



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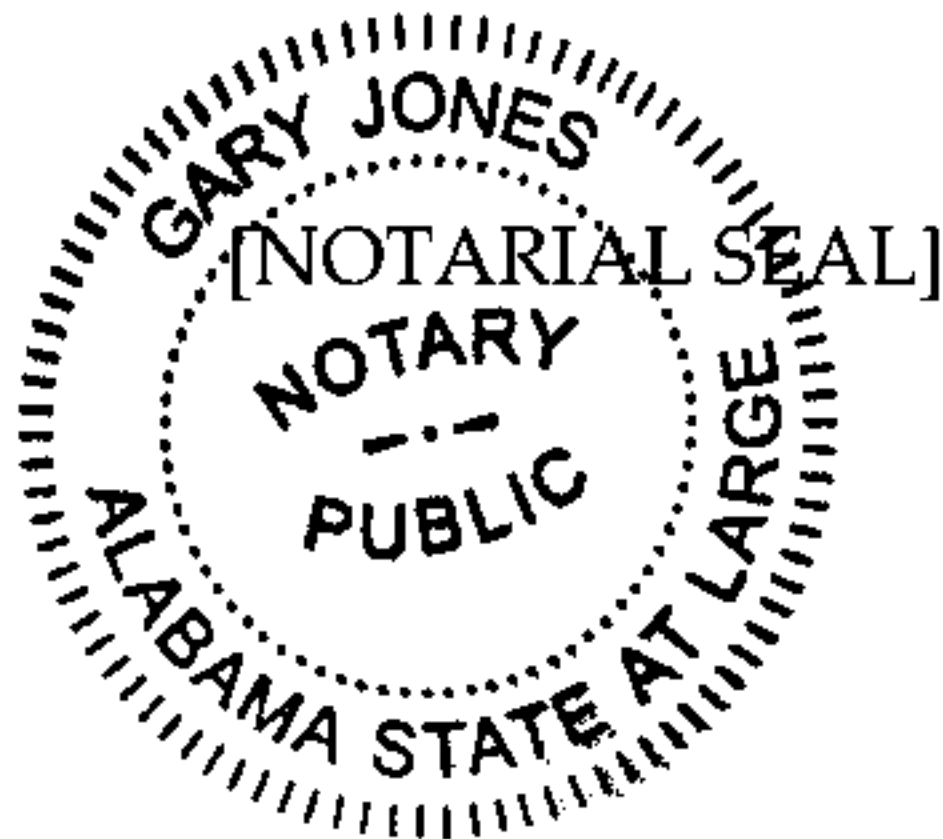
SB DEV. CORP.,
an Alabama corporation

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

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 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 20 day of August, 2019.



[Signature]
Notary Public

My commission expires: 4-5-2020

GARY JONES
NOTARY PUBLIC, STATE OF ALABAMA
ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES
APRIL 05, 2020


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CONSENT OF MORTGAGEE

The undersigned Mortgagee hereby joins in and consents to the terms and provisions of the foregoing TENTH AMENDMENT TO LAKE WILBORN RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and agrees that the Property is subject to all terms and conditions of the Declaration for all purposes.

REGIONS BANK,
an Alabama corporation

By: Jessica Nelson
Printed Name: Jessica Nelson
Title: Vice President

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jessica Nelson, whose name as Vice President of Regions Bank, 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 30th day of August 2019.

[NOTARIAL SEAL]

Sarah J. Gooden
Notary Public

My commission expires: 2-19-2023



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EXHIBIT A

Legal Description of Green Trails Additional Property

Final Plat of the Residential Subdivision of Flemming Farms Phase 1A, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 51, Page 30.



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