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04/17/2020 11:16:57 AM  
RESTCOVNAMEN 1/5

This Instrument prepared by  
Jack Russell  
Hand Arendall Harrison Sale LLC  
1801 5<sup>th</sup> Avenue North  
Suite 400  
Birmingham, Alabama 35203  
(205) 502-0108

COUNTY OF SHELBY       )

STATE OF ALABAMA       )

**FIRST AMENDMENT TO THE RESTATEMENT OF RESTRICTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS**

This First Amendment to the Restatement of Restrictive Covenants, Restrictions and Easements ("Amendment") is made on this the 10<sup>th</sup> day of April, 2020, by Reamer Development Corp, an Alabama corporation ("Reamer Development"), and Eagle Point Homeowners' Association, an Alabama non-profit corporation (the "Association").

**WITNESSETH**

**WHEREAS**, Reamer Development and the Association recorded that certain Restatement of Restrictive Covenants, Restrictions and Easements at Instrument Number 2018022200057130 in the Probate Office of Shelby County, Alabama ("Restatement");

**WHEREAS**, all capitalized terms used herein shall have the same meaning ascribed to such terms in the Restatement;

**WHEREAS**, pursuant to Section 4 of the Restatement, titled Rights of Developer to Modify Covenants, Restrictions and Easements, Developer and Association desire to amend certain provisions of the Restatement as set forth below.

**NOW THEREFORE**, pursuant to the authority stated in the Restatement, the Developer and Association do hereby amend the Restatement as follows:

1. The Restatement is hereby amended adding a new Section 10 and Section 11 to the Restatement, subsection General, which new Section 10 and Section 11 shall provide as follows:

10. Property. The term "Property" shall mean and refer to that certain real property situated in Shelby County, Alabama which is more particularly described on the maps and plats identified on Exhibit A attached hereto, including but not limited to, all lots and common areas shown thereon. The property shall also include any Additional Property made subject to this Declaration.

a. Developer further declares these general covenants, restrictions, and easements apply to the Property and the Property is and shall be subject to the easements, covenants, conditions, restrictions, charges, liens and regulations as stated herein and any part of the Property thereof shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise, used, improved and maintained subject to the terms of the general covenants, restrictions, and easements as stated herein, which such easements, covenants, conditions, restrictions, charges, liens and regulations shall run with the title to the Property and shall be binding upon all owners and of the Property and any lot located therein.

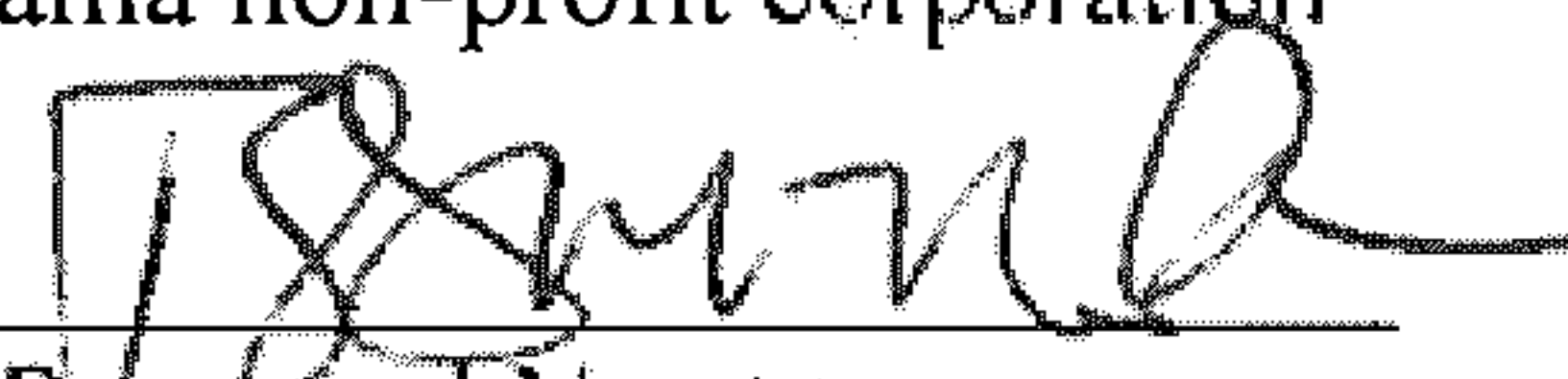
11. Additional Property. The term "Additional Property" shall mean and refer to any real property and improvements satiated thereon lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Property) which Developer may from time to time submit and add to the provisions of these general covenants, restrictions, and easements.

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.

*Remainder of page left intentionally blank.*

**EAGLE POINT HOMEOWNERS  
ASSOCIATION, INC.,**

an Alabama non-profit corporation

By: 

Name: Raymond Newton

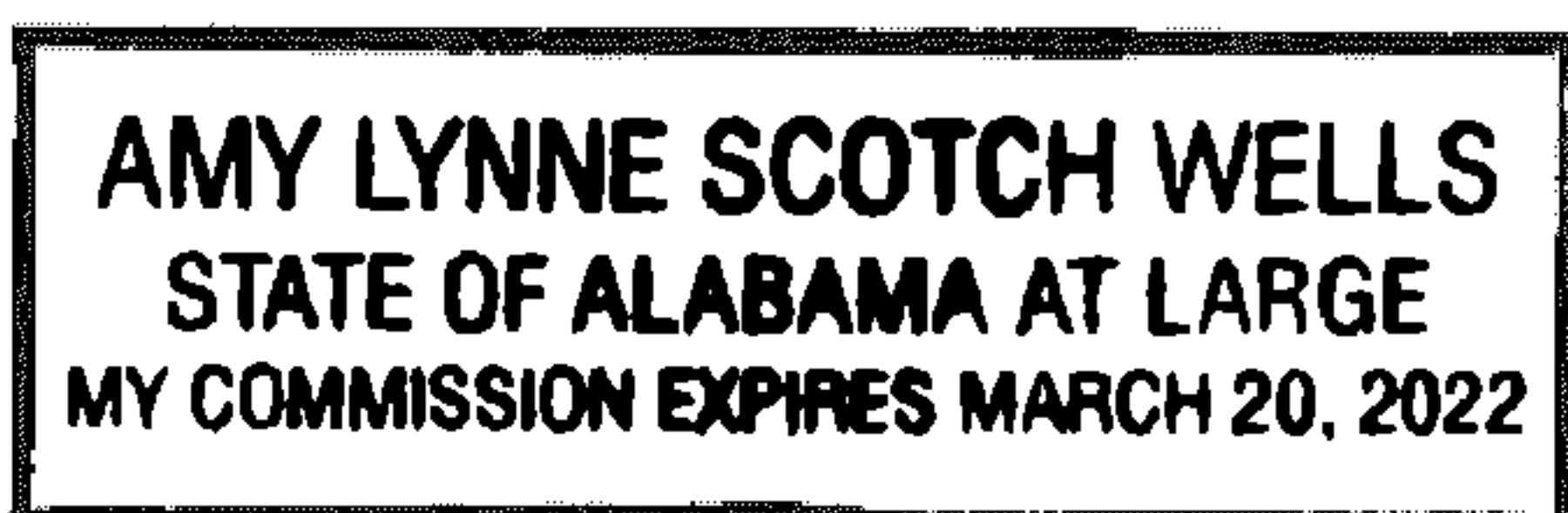
As Its President

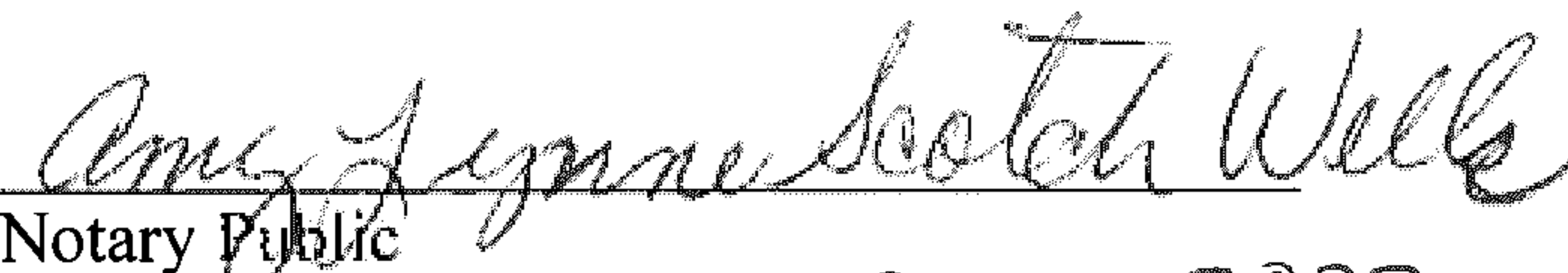
STATE OF ALABAMA )

COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Raymond Newton, whose name as President of Eagle Point Homeowners Association, Inc., an Alabama non-profit 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, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 14 day of April, 2020.



  
Notary Public  
My Commission Expires: 3-20-2022

IN WITNESS WHEREOF, Reamer Development Corporation has caused this Amendment to the Restatement of Restrictive Covenants, Restrictions, and Easements to be duly executed and authorized as of the day and year above written.

**REAMER DEVELOPMENT CORPORATION,**  
an Alabama corporation

By: \_\_\_\_\_

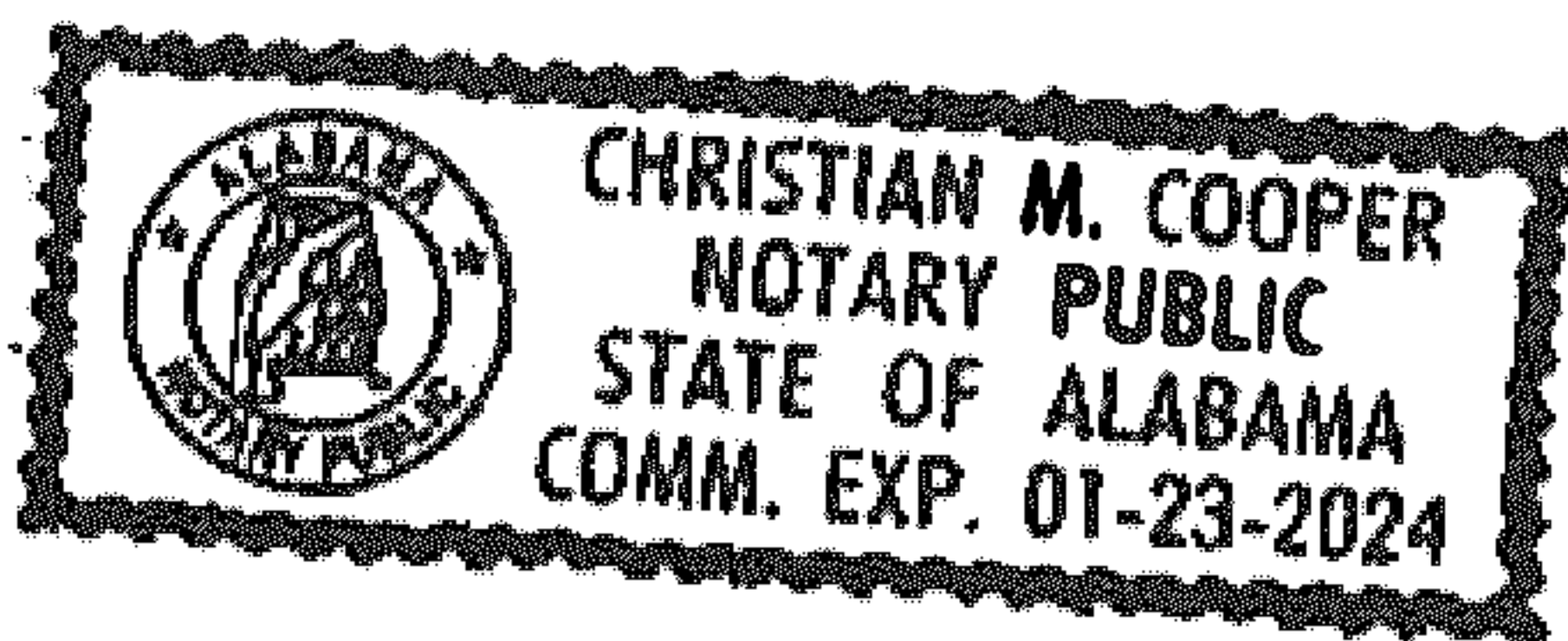
Name: John Reamer  
As Its President

STATE OF ALABAMA     )

COUNTY OF SHELBY     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Reamer, whose name as President of Reamer Development Corporation, 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 the 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 this 6<sup>th</sup> day of April, 2020.



\_\_\_\_\_  
Notary Public  
My Commission Expires: 1/23/2024

**EXHIBIT A**

That certain plat or map which was recorded in the Probate Court of Shelby County, Alabama as follows:

| SECTOR                         | RECORD BOOK   | PAGE(S) |
|--------------------------------|---------------|---------|
| First                          | Map Volume 14 | 114     |
| Second – 4 <sup>th</sup> Phase | Map Book 25   | 102     |
| Third                          | Map Book 18   | 34      |
| Fourth                         | Map Book 17   | 116     |
| Fifth                          | Map Book 18   | 138     |
| Sixth                          | Map Book 18   | 33      |
| Seventh                        | Map Book 20   | 18      |
| Seventh – Phase – 2            | Map Book 23   | 115     |
| Eighth Sector                  | Map Book 24   | 127 A&B |
| Ninth Sector                   | Map Book 22   | 102     |
| Tenth Sector                   | Map Book 24   | 40      |
| Eleventh Sector                | Map Book 24   | 124     |
| Twelfth Sector                 | Map Book 22   | 43 A&B  |
| Twelfth Sector – Phase Two     | Map Book 23   | 82      |
| Twelfth Sector – Phase Three   | Map Book 24   | 102     |
| Fourteenth Sector              | Map Book 26   | 34      |
| Fifteenth Sector               | Map Book 24   | 35      |
| Sixteenth Sector               | Map Book 27   | 92      |
| Seventeenth Sector             | Map Book 30   | 82      |
| Eighteenth Sector              | Map Book 35   | 94A&B   |
| Nineteenth Sector              | Map Book 30   | 82      |
| Twenty-First Sector            | Map Book 25   | 5       |
| Twenty-Second Sector           | Map Book 29   | 113     |



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/17/2020 11:16:57 AM  
\$34.00 CHERRY  
20200417000150960

*Allen S. Bayl*