

FIRST AMENDMENT TO ABINGDON BY THE RIVER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO ABINGDON BY THE RIVER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the day of November 2020 by FLEMMING PARTNERS, LLC, an Alabama limited liability company.

RECITALS:

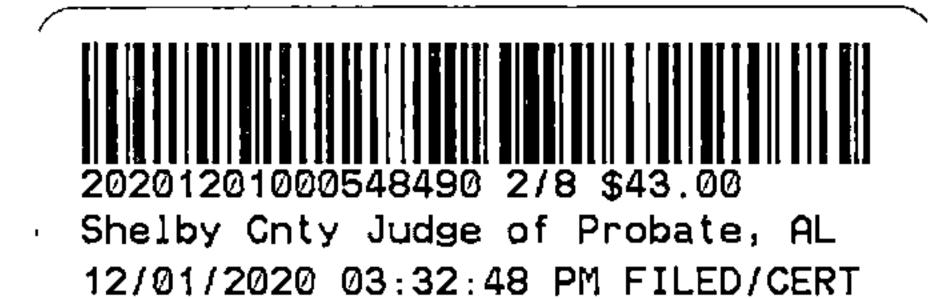
Flemming Partners, LLC has heretofore caused certain real property to be submitted to the terms and provisions of the Abingdon by the River Declaration of Covenants, Conditions and Restrictions dated as of June 3, 2020 which has been recorded as Instrument 20200603000223920 in the Office of the Judge of Probate of Shelby County, Alabama, and which has been recorded as Instrument 2020057270 in the Office of the Judge of Probate of Jefferson County, Alabama (collectively, "Declaration"). Capitalized terms not otherwise expressly defined herein shall have the same meaning given to them in the Declaration.

Flemming Partners, LLC is the owner of that certain real property (the "<u>Additional Property</u>") situated in Shelby County, Alabama which is more particularly described in <u>Exhibit A</u> attached hereto and incorporated herein by reference.

Pursuant to <u>Section 2.02</u> of the Declaration, Flemming Partners, LLC desires 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, Flemming Partners, LLC does hereby agree as follows:

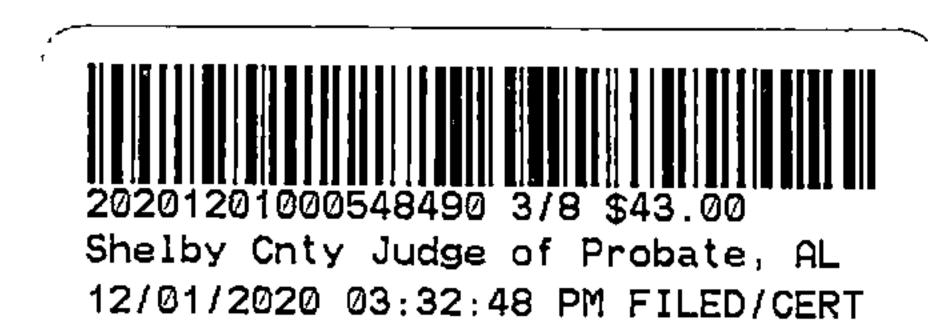
of the Declaration, PR Wilborn and Developer do hereby declare that the Additional Property described in Exhibit A hereto shall be and hereby is submitted to all of the terms and provisions of the Declaration and that the Additional Property shall be held, developed, improved, transferred, sold, conveyed, 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. <u>Full Force and Effect</u>. 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.

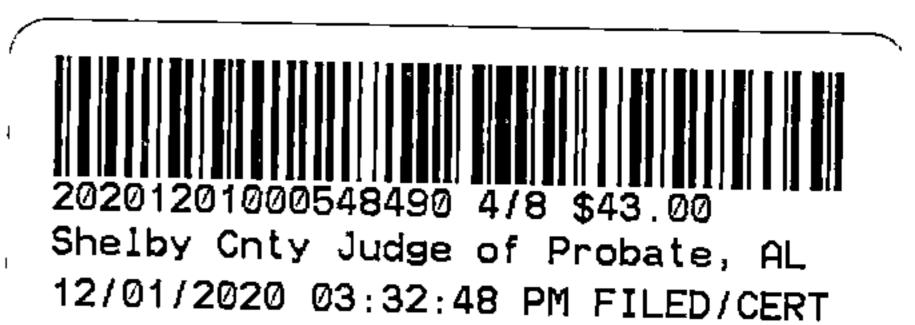
[Signatures on the following pages]



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

FLEMMING PARTNERS LLC, AN ALABAMA LIMITED LIABILITY COMPANY

	LIMITED LIABILITY COMPANY
	By: Szoff Rohrev Title: V
STATE OF ALABAMA)
COUNTY OF SHELBY	· :)
an Alabama corporation, is signed to before me on this day that, being infofull authority, executed the same volume.	y Public in and for said county, in said state, hereby certify that whose name as VP of SB DEV. CORP. of the foregoing instrument, and who is known to me, acknowledged ormed of the contents of said instrument, he, as such officer and with untarily for and as the act of said corporation. The ficial seal this the Mayor Mosewhere, 2020. What Mayor Mayor Mayor Mayor Mayor Mosewhere Motary Public My Commission Expires: 4-18-2024



CONSENT OF ASSOCIATION

The undersigned, Abingdon by the River Residential Association, Inc., an Alabama nonprofit corporation, has joined in the execution of this Declaration in order to consent to and agree to be bound by all of the terms and provisions of this Declaration, including, without limitation, the provisions of Section 4.09 of the Declaration.

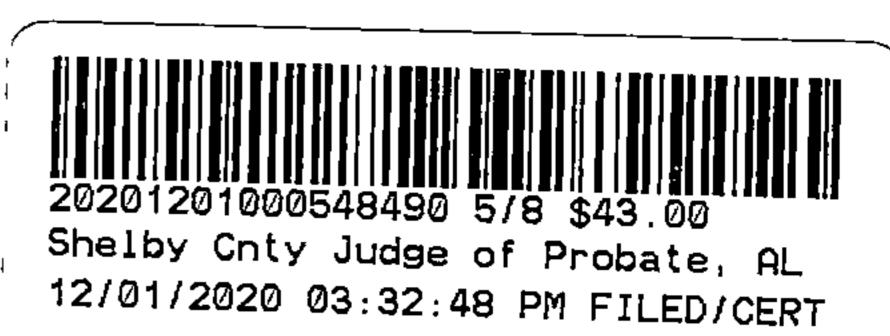
Dated as of the May of November, 2020. **ABINGDON** THE \mathbf{BY} RIVER RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit corporation Printed Name: > ノング Title: Member STATE OF ALABAMA COUNTY OF SHELBY I, the undersigned, a notary public in and for said county in said state, hereby certify that Bohrer whose name as Member

Abingdon by the River Residential Association, Inc., an Alabama nonprofit 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 nonprofit corporation.

Given under my hand and official seal this 11 day of Nove

Notary Public My commission expires: 04-18-2020

[NOTARIAL SEAL]



CONSENT OF MORTGAGEE

, THIS CON	SENT OF MORT	GAGEE (t	his " <u>Consent</u> ")	is made and en	tered into a	as of the 3	day of
NOVEMBER	, 2020 by	50077	MCLAY	, a	SENZUR	VICE 1	PRESINENT
("Mortgagee").							

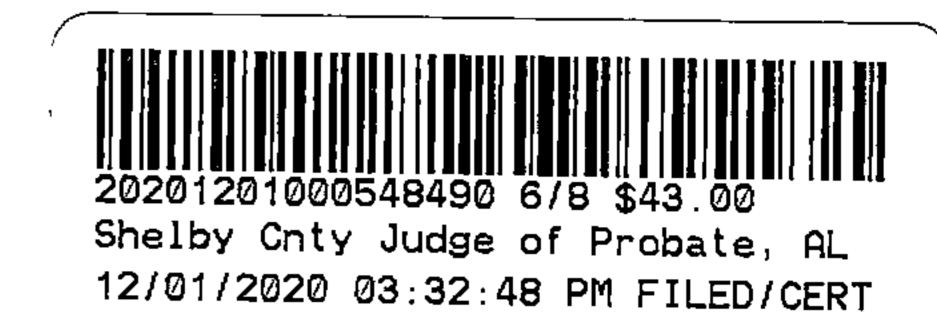
RECITALS:

Mortgagee is the holder of that certain Muster Mortgage dated as of May 12, 2010 executed by SB DEV. CORP., an Alabama corporation ("Mortgagor"), recorded as Instrument Number 1010111310 in the Office of the Judge of Probate of Shelby County, Alabama, and in 1010154134 in the Office of the Judge of Probate of Jefferson County, Alabama, as the same may be amended from time to time (collectively, the "Mortgage").

The Mortgage encumbers various real property including all of the Property, as defined, and described in the Declaration (as defined below).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby covenant and agree as follows:

- 1. Mortgagee does hereby consent to the execution of the Declaration.
- 2. Mortgagee does hereby agree that, upon and after a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by Mortgagee under the Mortgage which results in Mortgagee acquiring title to or any interest in the Property (collectively, a "Foreclosure Action"), then (a) the Declaration and all of the rights and privileges under the Declaration shall not be affected or disturbed by virtue of such Foreclosure Action, but shall continue in full force and effect, (b) each and every party to the Declaration and their respective successors and assigns shall continue to have the right to enjoy all of the rights and privileges set forth in the Declaration without any interference by any person claiming by, through or under Mortgagee, (c) Mortgagee or any purchaser at foreclosure, as applicable, shall succeed to the interests of Mortgagor under the Declaration and shall be bound by all of the terms and provisions of the Declaration; provided, however, that in no event shall Mortgagee (or any purchaser at foreclosure) be bound by any amendments or modifications to the Declaration not consented to in writing by Mortgagee and (d) Mortgagee (or any purchaser at foreclosure) shall execute any documents or instruments reasonably requested by any of the parties to the Declaration and their respective successors and assigns to confirm that all of the terms and provisions of the Declaration shall continue in full force and effect following any such Foreclosure Action.



IN WITNESS WHEREOF, Mortgagee has executed this Consent as of the day and year first above written.

	,
	By:
	Printed Name: Scott MCLAY Title: SENSON VICE MCESSIONT
	REGIONI BANK
STATE OF Georgia	
· · · · · · · · · · · · · · · · · · ·	
COUNTY OF Gwinnell)	
T 41	1 6
I, the undersigned, a notary public in Sco77 MCLA7, whose name as	n and for said County, in said State, hereby certify that SVP of Regions BANK a
ALABAMA BANK CORPORATION, and who is k	nown 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	
Given under my hand and seal this 36	day of <i>November</i> , 2020.
	Mulle
	Notary Public My commission expires: Sept. 18, 2022
	WIND A LA
	NILLA COTARIO
	My commission expires omm Exp.
	GEORGIA
	Sept. 18. 2022
	The OBLIGHT
	The COUNTING

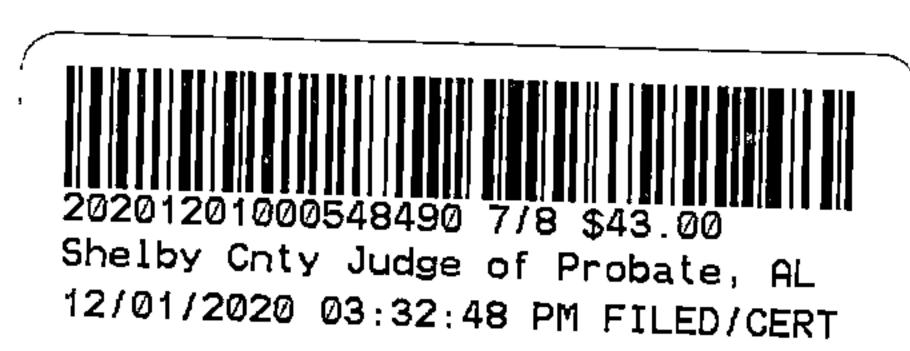


EXHIBIT A

Legal Description of Additional Property

Final Plat of the Residential Subdivision of Abingdon by the River Phase 2, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 53, Page 43.

THE FRONT BUILDING SETBACKS LISTED ABOVE ARE THE MINIMUM REQUIRED BY THE TRACE CROSSINGS PUD FOR THE CURRENT ZONING DISTRICT (TRACE CROSSINGS PUD. THE COVENANTS, CONDITIONS AND RESTICTIONS OR THE ARCHITECTURAL REVIEW COMMITTEE FOR THE SUBDIVISION MAY REQUIRE FRONT SETBACKS THAT ARE MORE RESTRICTIVE THAN THE MINIMUM SHOWN.) EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO ANY FURTHER CONSTRUCTION ON THEIR LOT, SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL HOUSE LOCATION MAY NOT BE SUITABLE TO SUPPORT HOUSE ADDITIONS, SWIMMING POOLS, ETC. BEFORE ANY FUTURE CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A CONSTRUCTION.EACH LOT OWNER TO DETERMINE IF SOILS ARE SUITABLE FOR THE PROPOSE CONSTRUCTION.EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SCIL CONDITIONS PRIOR TO ANY FURTHER CONSTRUCTION ON THEIR LOT. SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL ANY NOT BE SUITABLE TO SUPPORT HOUSE ADDITIONS, SWIMMING POOLS, ETC. BEFORE ANY FUTURE CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A CUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SOILS ARE SUITABLE FOR THE PROPOSE. CITY CLERK-CHY OF HOOVER IN ACCORDANCE WITH THE ZONING FOR THIS PARCEL, THERE IS A 15' MINIMUM FRONT SETBACK FOR ALL RESIDENTIAL LOTS WHERE THE GARAGE DOOR(S) ARE SET BACK 35 FEET OR MORE FRO THE FRONT LOT LINE, FOR FRONT ENTRY GARAGE WITH GARAGE DOOR(S) LESS THAN 35 FEET FROM THE FRONT LINE, THERE IS A REQUIRED 20 FOOT FRONT SETBACK. UNLESS OTHERWISE SHOWN OR STATED, ALL EASEMENTS SHOWN HEREON ARE FOR STORM SEWERS, SANITARY SEWERS, PUBLIC UTILITIES, OR INGRESS AND EGRESS, AND ARE TO SERV PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION WITH A REVISED Authorized Regresentative FLEMMING PARTNERS, LLC. 'I HEREBY CERTIFY THATALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURV THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF," STATE OF ALABAMA SHELBY COUNTY ABINGDON 2020 W. Easley, IV. PLS yor Rog. No. 38795 Being a subdivision of acreage situated in the East 1/2 Northeast 1/4 & the Northeast 1/4 of the Southeast of Section 4, Township 20 South, Range 3 West in the City of Hoover Shelby County, Alabama REFROM GRAPHIC DATE OF 221V13 ENGINEER: DEVELOPER: FLEMMING PARTNERS, 32 S - • 48 ALABAMA ENGINEERING (1214 ALFORD AVENUE, SUITE 20 HOOVER, ALABAMA 35226 (205) 803-2161 CONTACT: BOB EASLEY B Y 3545 MARKET STREET HOOVER, ALABAMA 35226 (205) 989-5588 GRAPHIC SCALE THE RIVER ILED/ CERT 8 0 10/2/2020 AUGUST F PHA 19, 2020 잌 ₽ 8795 8795 83 FLOODEON STING 15' STOP EASEMENT MB 52 PG 66 9'45 120 84: PAOJAI 8140 SQ FT 4139 8233 SOFT 4142 12324 SO FT 1141 17 SQ FT 4138 50 FT #137 #3180FF 1136 28 80 8 4102 988 SOF 4106 9456 SQ1 53 FUTURE PARK 100,00 STING 15' STO EASEMENT MB 51 PG 30 FLOOD ZONE X FLOOD ZONEAE 2001 RADNAL CHECTOR OF Environmental future or exist in the future. , the undersigned, whose name as sur me on this day thou PS COOK I The second secon 30 CL 15'81' the state of the s 4129 60 80 F # 115,00° 113 180FT 213 12023 FUTURE DEVELOPMI 40. (530.) 720 SO TO #115 DEGFT \$\$ 61 #120.00° THIS AREA IS PLANNED FOR THE DRIVE TO THE FUTURE AMENITY SITE DMMON AREA CA-19 198743 SOFT ± 320 OC PLAT ACKNOWLEDGED BY REGIOINS BANK 80 FT 120 60 FECT ! 120.00 2010 CL 10' PRIVATE 7200 SOFT 120 80° 120.32 ST TOWN NO. ST 4121 01 50 FT 9973257 32323333232<u>32222222222222222</u> 874 SO TUTURE PARK

Judge