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Shelby Cnty Judge of Probate, AL
12/01/2020 03:32:48 PM FILED/CERT

**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 3rd 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 "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, 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:

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,



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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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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**

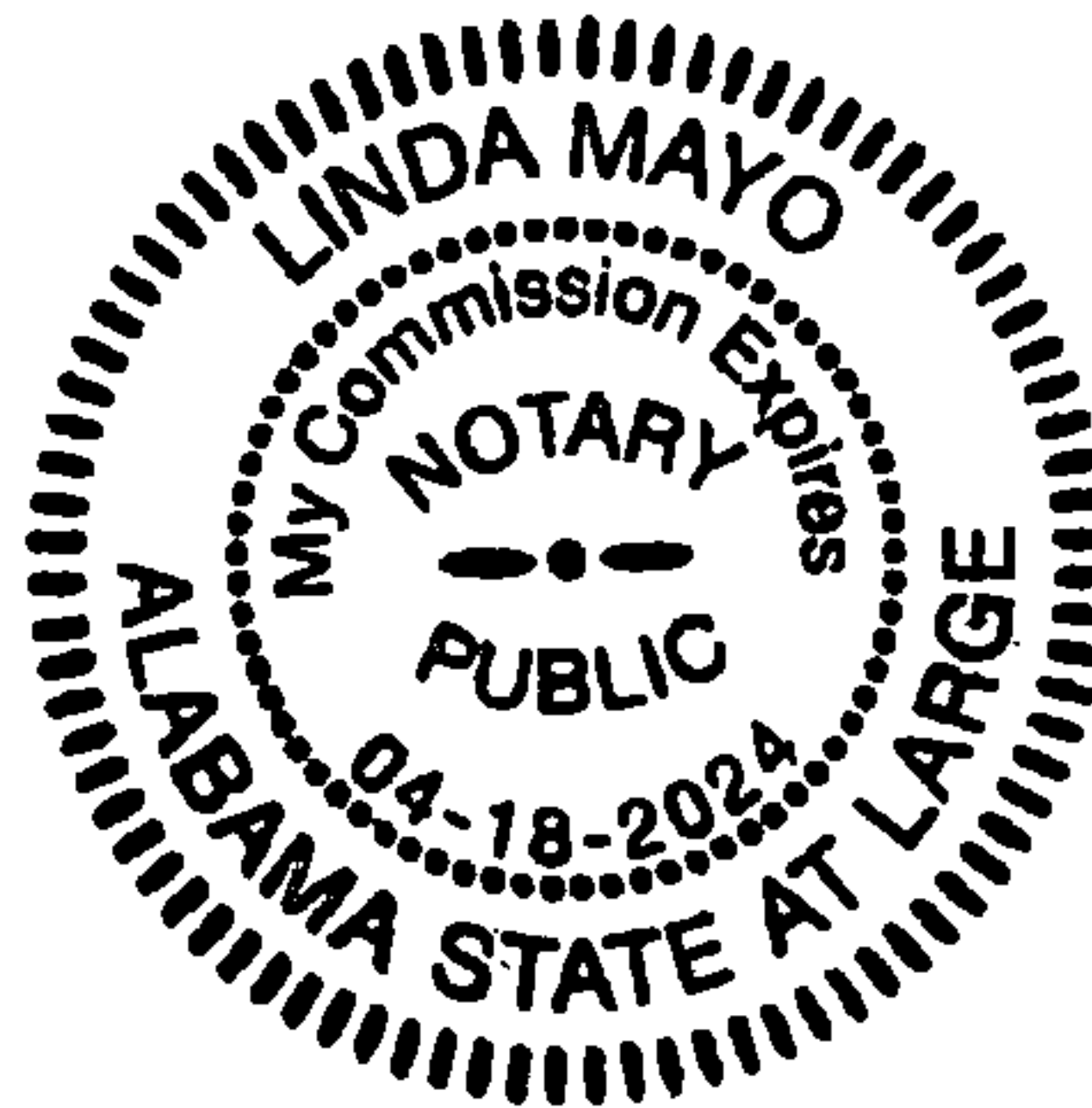
By: [Signature]
 Printed Name: Scott Rohrer
 Title: VP

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 VP 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 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 the 11th day of November, 2020.

Linda Mayo
 Notary Public
 My Commission Expires: 4-18-2024





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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 11th day of November, 2020.

**ABINGDON BY THE RIVER
 RESIDENTIAL ASSOCIATION, INC.,** an
 Alabama nonprofit corporation

By: [Signature]
 Printed Name: Scott Rohrer
 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 Scott Rohrer, whose name as Member of 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 11th day of Nov, 2020.

[Signature]
 Notary Public
 My commission expires: 04-18-2020

[NOTARIAL SEAL]



CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 3rd day of NOVEMBER, 2020 by SCOTT McCLAY, a SENIOR VICE PRESIDENT ("Mortgagee").

RECITALS:

Mortgagee is the holder of that certain Master Mortgage dated as of MAY 22, 2020 executed by SB DEV. CORP., an Alabama corporation ("Mortgagor"), recorded as Instrument Number 20200527000211330 in the Office of the Judge of Probate of Shelby County, Alabama, and in 2020054284 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).

Mortgagee desires to (a) consent to the execution by Mortgagor of the Abingdon by the River Declaration of Covenants, Conditions and Restrictions dated as of JUNE 7, 2020 (the "Declaration") which is being recorded contemporaneously herewith and to which this Consent is attached and made a part thereof and (b) agree that, following the foreclosure of the Mortgage, the rights and interests of all of the parties to the Declaration shall not be affected thereby. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

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.



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

By: [Signature]
 Printed Name: SCOTT MCLAY
 Title: SENIOR VICE PRESIDENT
Regions Bank

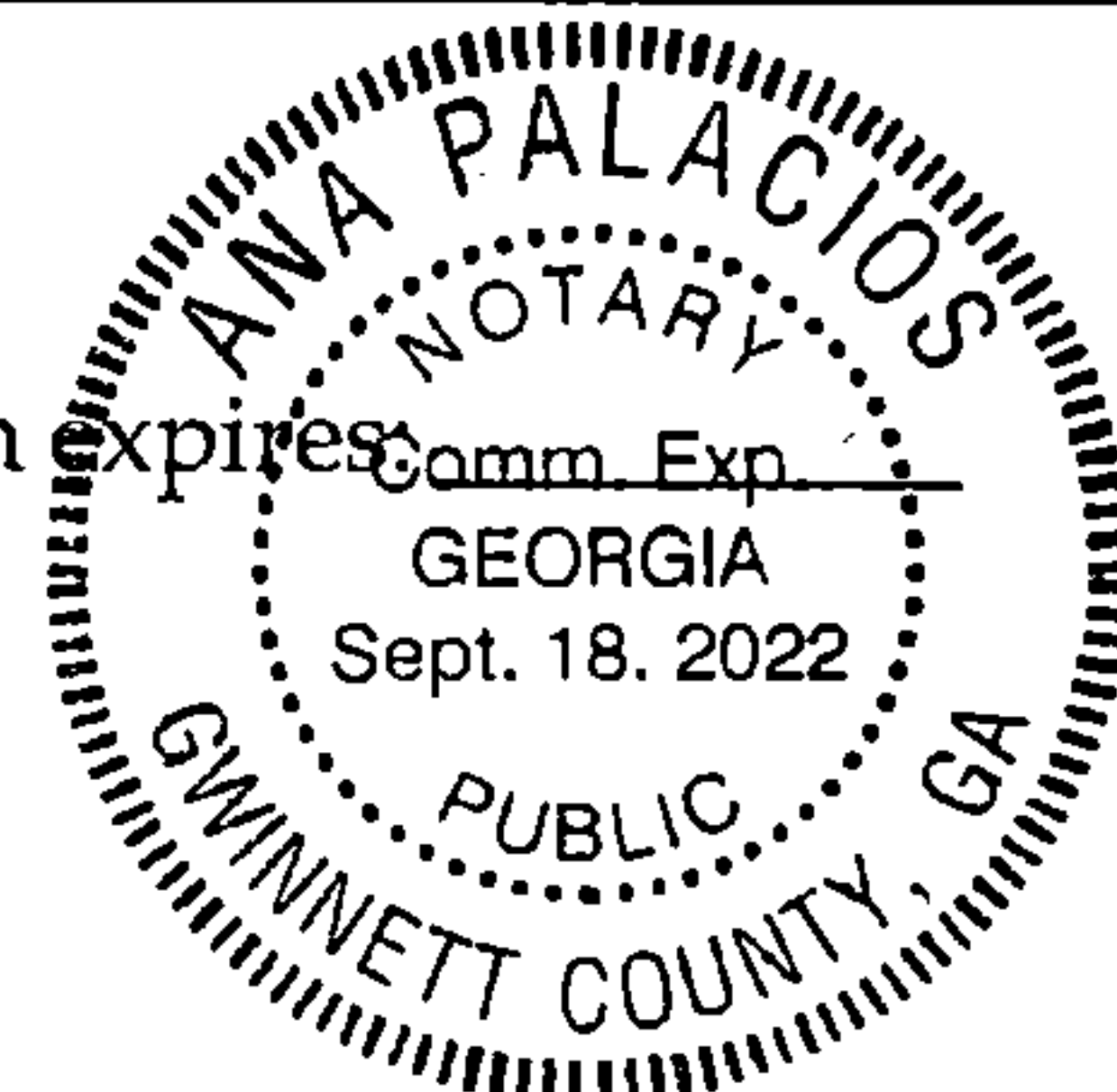
STATE OF Georgia)
)
 COUNTY OF Gwinnett)

I, the undersigned, a notary public in and for said County, in said State, hereby certify that SCOTT MCLAY, whose name as SVP of Regions Bank, a ALABAMA BANK CORPORATION, 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 seal this 3RD day of NOVEMBER, 2020.

[Signature]
 Notary Public
 My commission expires: Sept. 18, 2022

My commission expires Comm Exp





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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.

