


This instrument was prepared by:  
Jack P. Stephenson, Jr.  
Burr & Forman LLP  
420 N. 20th Street, Suite 3400  
Birmingham, Alabama 35203

STATE OF ALABAMA )  
COUNTY OF SHELBY )

  
20210401000163200 1/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT

**SUPPLEMENTARY DECLARATION AND AMENDMENT TO  
THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS,  
PINE MOUNTAIN PRESERVE, A NATURAL COMMUNITY  
PINE MOUNTAIN TRAIL SECTOR**

**KNOW ALL MEN BY THESE PRESENTS THAT,**

**WHEREAS**, Pine Mountain Preserve, Inc. ("Developer"), and Pine Mountain Preserve Association, Inc. (the "Association") previously filed an Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions in the Probate Office of Shelby County, Alabama, recorded on February 22, 2021, as Instrument Number 20210222000087210 as corrected by the Scrivener's Affidavit recorded in said office on March 11, 2021, as Instrument Number 20210311000121530 (the "Declaration") with respect to certain real property developed by the Developer and situated in Shelby County, Alabama, which is part of a subdivision for residential and recreational use known as Pine Mountain Preserve, a Natural Community (the "Development"), on the land described in Exhibit "A-A" attached to the Declaration and subdivided in accordance with the subdivision plan reflected on Exhibit B-A attached to the Declaration;

**WHEREAS**, Developer has organized the Association for the purpose of maintaining certain property within the Development, which is intended to be for the non-exclusive use and benefit of the owners of the Development ("Common Area"), regulating the use of the Common Area, and levying assessments for the maintenance, preservation and regulation of the Common Area;

**WHEREAS**, the Developer owns certain additional real property situated in Shelby County, Alabama, which is proposed to be developed as part of the Development, and which is more particularly described on Exhibit "A" hereto (the "Subject Property") and which is proposed to be developed into residential lots substantially in accordance with the plan for the subdivision of the Subject Property attached hereto as Exhibit "B";

**WHEREAS**, the Developer desires to submit the Subject Property to the Declaration and to amend the Declaration in certain respects with respect to the Subject Property in accordance with and pursuant to the terms of the Declaration, which permit the Developer, with the approval in writing of the Association, to evidence the submission of such property to the Declaration and amendments to the Declaration by filing a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama;

**NOW THEREFORE**, the Developer and the Association (the "Declarants") do, upon the recording hereof, declare and make the Subject Property and any portion thereof subject to the covenants, conditions, restrictions, uses, limitations and affirmative obligations of the Declaration, as heretofore amended and as amended hereby, all of which are declared to be in furtherance of a plan for the use and improvement of the Subject Property in a desirable and uniform manner and for the maintenance, preservation, and regulation of the Common Areas and Limited Common Areas within the property subject to the Declaration.

**ARTICLE I**

The Declarants hereby reaffirm and restate the terms and provisions of the Declaration in their entirety without any change whatsoever, except as follows:



1. The legal description of the Property subject to the Declaration is hereby amended to include the Subject Property described on Exhibit "A" hereto.

2. It is the intention of the Declarants to submit the Subject Property to the Declaration as Additional Property pursuant to Section 2.2(a) of the Declaration so that the Subject Property will be part of the Property (as defined in the Declaration). The Subject Property shall be subject in all respects to the Declaration, except that the following covenants shall be binding upon the Subject Property and shall modify the Declaration with respect to the Subject Property:

(a) The Declaration is hereby amended to add "Agricultural Activity" (as defined in the Declaration) as a permitted use of the Tracts in the Subject Property in addition to the uses specified in Section 10.1 of the Declaration

(b) The Declaration is hereby amended to add the following restriction relating to Farm Animals that is applicable to the Subject Property in addition to, and not in limitation of the Use and Development Restrictions set forth in Article X of the Declaration:

Farm Animals. Subject to the prior approval of the ARC, Farm Animals may be kept or raised by any Owner upon any Tract in the Subject Property. For purposes of the Declaration, the term "Farm Animals" means horses, cows, goats, sheep, rabbits, wildfowl, poultry (except roosters) or other animals approved by the ARC. The number of Farm Animals to be kept on any Tract in the Subject Property shall be subject to approval of the ARC. No Farm Animals shall be kept for breeding or commercial purposes. No Farm Animals shall be allowed to make an unreasonable amount of noise or become a nuisance. The location, size and materials for structures or areas for the care, housing or confinement of Farm Animals shall be subject to approval of the ARC in accordance with Article IX of the Declaration. No Farm Animals shall be allowed to roam unattended within the Development. Each Owner shall be liable to the Association for the costs of repairing any damage to the Common Areas or Limited Common Areas caused by the Farm Animals of such Owner or Occupant. The Board shall have the right from time to time to promulgate rules and regulations governing the keeping of Farm Animals within the Subject Property, including the right to assess fines for violations of such rules and regulations as Individual Assessments under Section 7.2 of the Declaration.

Indemnification and Insurance. Any Owner of any Tract who owns and keeps Farm Animals thereon shall indemnify and save and hold harmless and exonerate the Association, the Developer and any Owner of and from any actual loss arising from claims and demands for bodily injury, death, environmental contamination of water and/or soil, or property damage caused by the owning and keeping of any such Farm Animals on a Tract. The Board may require an Owner who keeps Farm Animals to maintain insurance covering any claim, loss or damage arising from the owning and keeping of any Farm Animals by such Owner, including, but not limited to any environmental contamination of water and/or soil caused by such Farm Animals, with such terms and limits as may reasonably be determined by the Board.

(c) The provisions of Section 2 of Article I of this Supplementary Declaration shall be applicable to the Subject Property and shall modify the Declaration with respect to the Subject Property in accordance with Section 2.2(a) of the Declaration.

3. Developer has prepared a plan for the subdivision of the Subject Property into Tracts in accordance with Section 2.2(a)(i) of the Declaration, a copy of which is attached hereto as Exhibit "B" and referred to herein as the "Subdivision Plan Amendment". Upon the filing of this Supplementary Declaration, the Subdivision Plan (as defined in Section 1.49 of the Declaration) shall be amended to include the Subdivision Plan Amendment as an amendment to the Subdivision Plan. The Subdivision Plan Amendment is intended to be a general description of the location of the Tracts in the Subject Property, and in relation to each other, and the actual description of each Tract shall be as described in the deed for the conveyance of the Tract from the Developer to the initial Owner. The description of the Tract in the deed shall govern in the event of any conflict between the description of a Tract in the deed from the Developer and the description of a Tract in the Subdivision Plan.


## ARTICLE II

Declarants hereby declare that said provisions of the Declaration as so amended shall run with the land and be binding upon, and shall inure to the benefit of, the real property, including the Subject Property, subject to the Declaration as amended hereby and all parties having or acquiring any right, title or interest in and to said real property or any part thereof, and their successors in interest.

## ARTICLE III

The Association has joined in the execution of this Supplementary Declaration for the purpose of evidencing its written approval of the submission of the Subject Property to the Declaration as herein provided and does hereby authorize the filing of this Supplementary Declaration with the Office of the Judge of Probate of Shelby County, Alabama.

[SIGNATURES ON FOLLOWING PAGES]



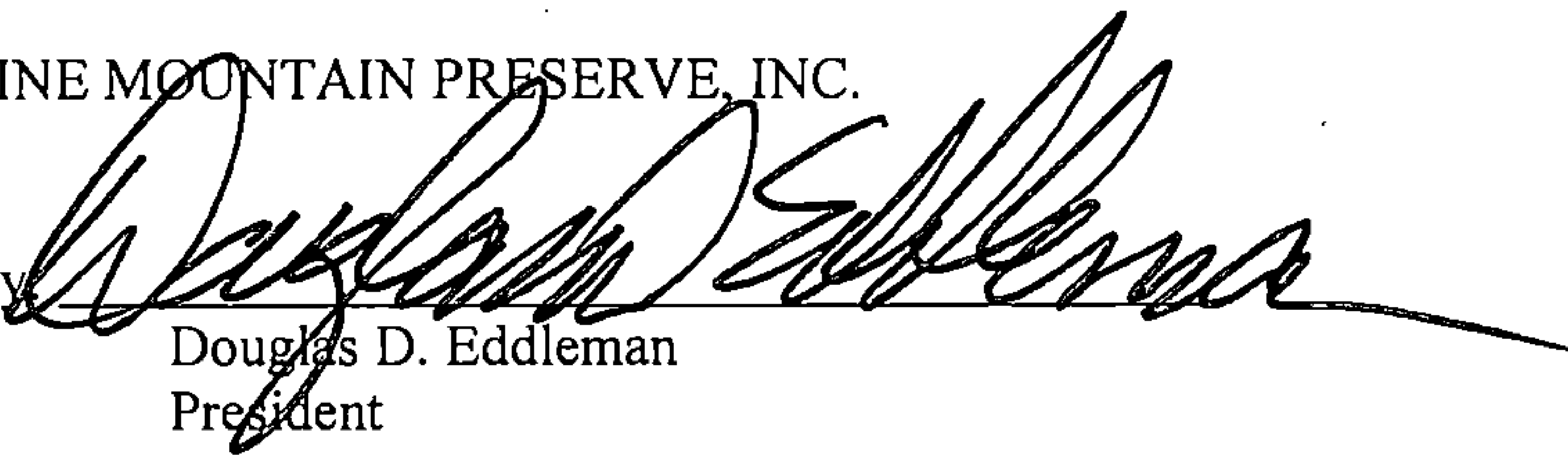
20210401000163200 3/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 1  
day of April, 2021.

DECLARANTS:

PINE MOUNTAIN PRESERVE, INC.


By

  
Douglas D. Eddleman  
President

PINE MOUNTAIN PRESERVE  
ASSOCIATION, INC.

By

  
Douglas D. Eddleman, President

  
20210401000163200 4/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT



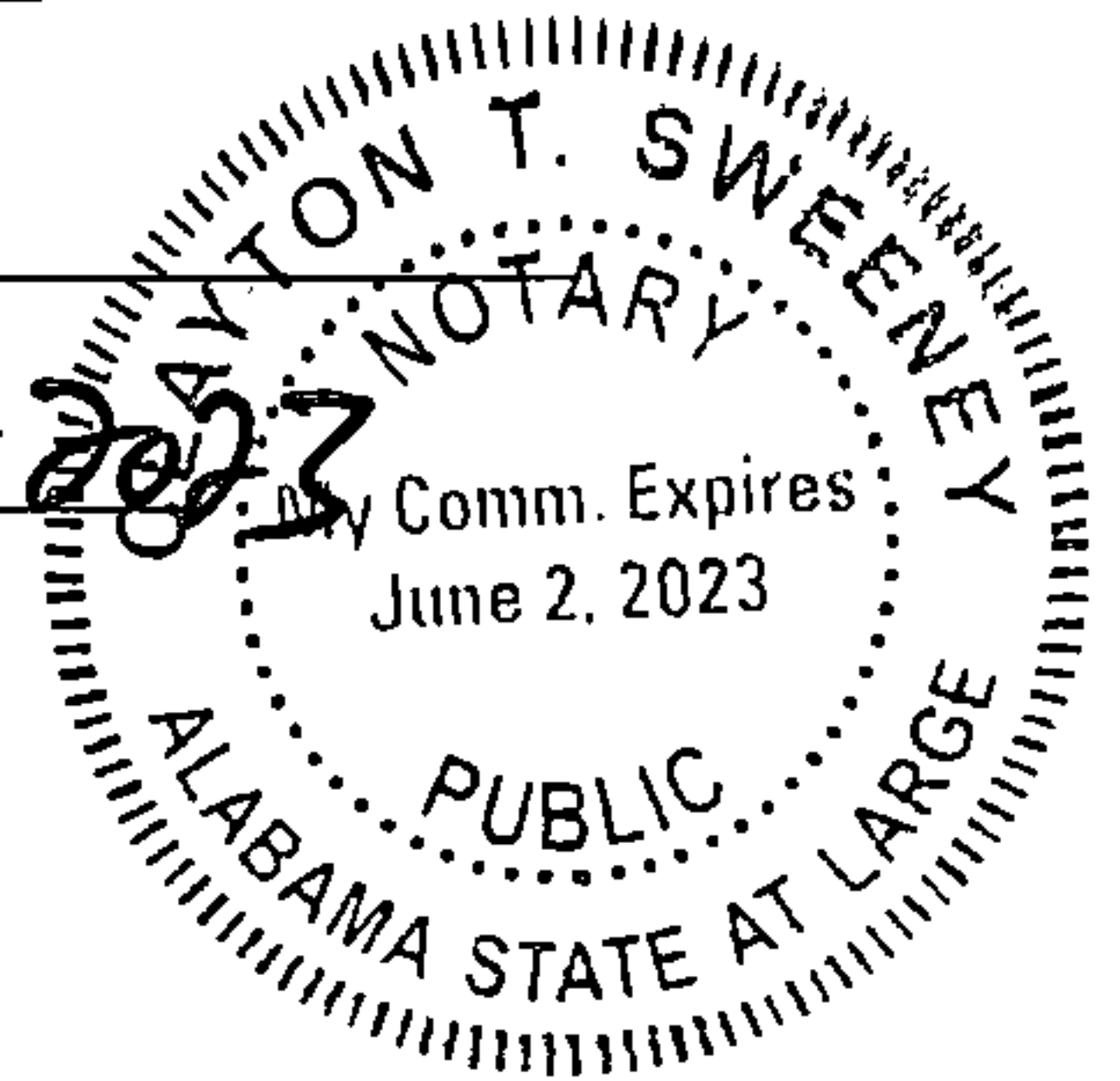
STATE OF ALABAMA )  
JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Pine Mountain Preserve, Inc., a corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplementary Declaration, 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 of office this 1st day of April, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6-2-2023



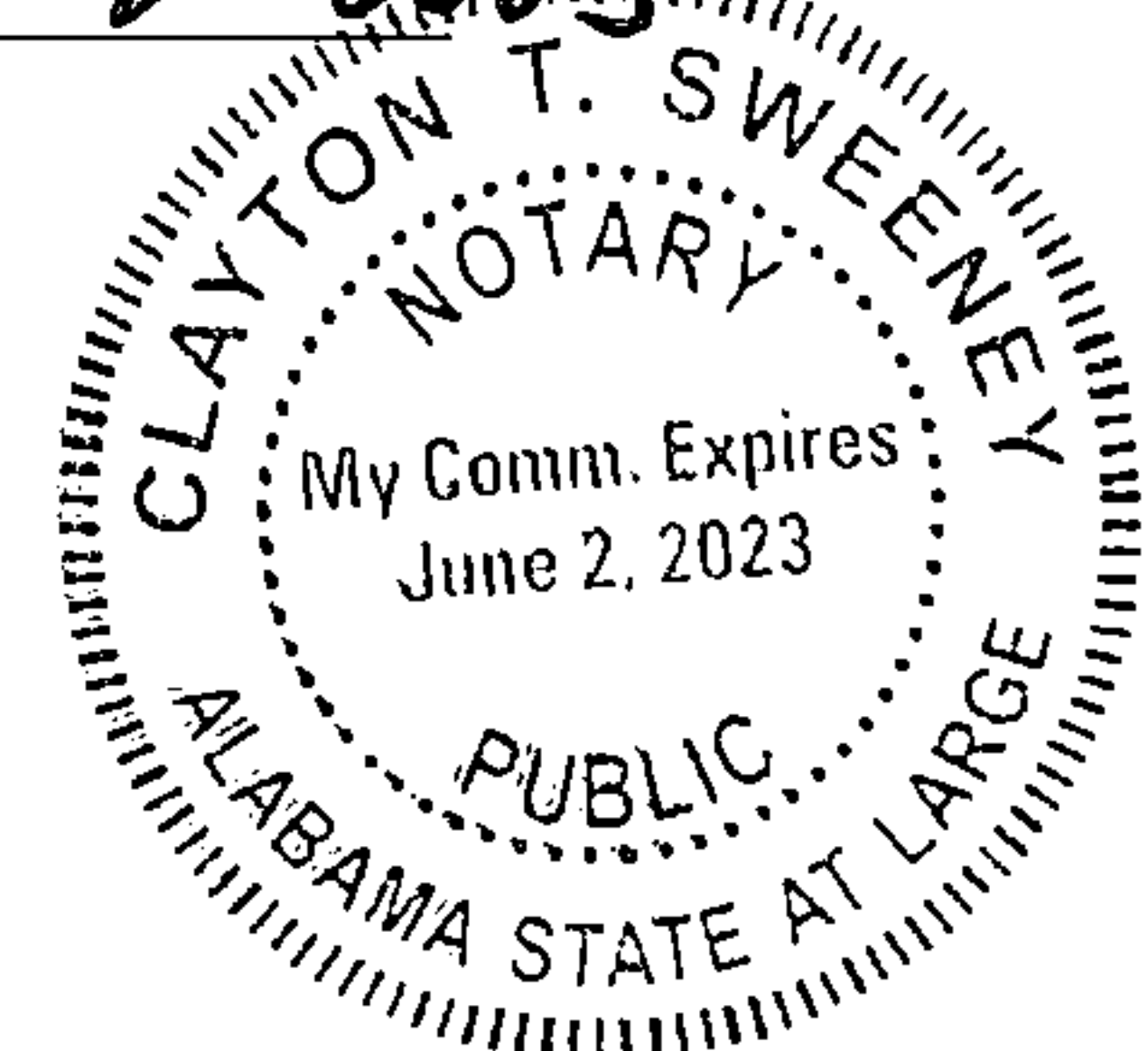
STATE OF ALABAMA )  
JEFFERSON COUNTY )


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Pine Mountain Preserve Association, Inc., a corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Supplementary Declaration, 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 of office this 1st day of April, 2021.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 6-2-2023



  
20210401000163200 5/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT

## EXHIBIT A

### DESCRIPTION OF SUBJECT PROPERTY

#### PINE MOUNTAIN TRAIL COMMUNITY

A TRACT OF LAND LYING IN THE EAST HALF OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA. BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST, SHELBY COUNTY ALABAMA THENCE RUN SOUTH 89 DEGREES 47 MINUTES 00 SECONDS WEST FOR 63.82 FEET; THENCE RUN SOUTH 65 DEGREES 48 MINUTES 02 SECONDS WEST FOR 337.70 FEET; THENCE RUN SOUTH 52 DEGREES 16 MINUTES 22 SECONDS WEST FOR 290.56 FEET; THENCE RUN SOUTH 40 DEGREES 26 MINUTES 18 SECONDS WEST FOR 245.25 FEET; THENCE RUN SOUTH 55 DEGREES 02 MINUTES 15 SECONDS WEST FOR 181.61 FEET; THENCE RUN SOUTH 62 DEGREES 23 MINUTES 15 SECONDS WEST FOR 121.50 FEET; THENCE RUN SOUTH 70 DEGREES 05 MINUTES 45 SECONDS WEST FOR 199.18 FEET; THENCE RUN SOUTH 59 DEGREES 27 MINUTES 05 SECONDS WEST FOR 193.03 FEET; THENCE RUN SOUTH 56 DEGREES 54 MINUTES 25 SECONDS WEST FOR 177.53 FEET; THENCE RUN NORTH 40 DEGREES 10 MINUTES 28 SECONDS WEST FOR 740.72 FEET; THENCE RUN NORTH 16 DEGREES 58 MINUTES 37 SECONDS EAST FOR 104.66 FEET; THENCE RUN NORTH 31 DEGREES 35 MINUTES 52 SECONDS WEST FOR 76.78 FEET TO A POINT IN THE CENTER OF LITTLE CREEK; THENCE RUN ALONG SAID CREEK THE FOLLOWING COURSES NORTH 71 DEGREES 54 MINUTES 16 SECONDS WEST FOR 22.57 FEET; SOUTH 57 DEGREES 02 MINUTES 24 SECONDS WEST FOR 44.89 FEET; SOUTH 77 DEGREES 00 MINUTES 59 SECONDS WEST FOR 34.71 FEET; NORTH 65 DEGREES 04 MINUTES 57 SECONDS WEST FOR 86.64 FEET; NORTH 76 DEGREES 12 MINUTES 44 SECONDS WEST FOR 31.14 FEET; NORTH 16 DEGREES 31 MINUTES 41 SECONDS WEST FOR 35.51 FEET; NORTH 05 DEGREES 05 MINUTES 22 SECONDS EAST FOR 78.33 FEET; NORTH 41 DEGREES 48 MINUTES 57 SECONDS WEST FOR 76.72 FEET; NORTH 06 DEGREES 22 MINUTES 34 SECONDS WEST FOR 72.21 FEET; NORTH 20 DEGREES 47 MINUTES 44 SECONDS WEST FOR 175.74 FEET; NORTH 00 DEGREES 28 MINUTES 28 SECONDS EAST FOR 54.30 FEET; NORTH 42 DEGREES 18 MINUTES 14 SECONDS WEST FOR 93.87 FEET; THENCE LEAVING SAID CREEK RUN NORTH 46 DEGREES 13 MINUTES 41 SECONDS EAST FOR 38.74 FEET TO A POINT ON THE WATER'S EDGE OF HARGIS LAKE; THENCE RUN ALONG SAID WATER'S EDGE THE FOLLOWING DESCRIBED COURSES: NORTH 16 DEGREES 21 MINUTES 49 SECONDS WEST FOR 78.86 FEET; NORTH 09 DEGREES 04 MINUTES 02 SECONDS WEST FOR 88.70 FEET; NORTH 04 DEGREES 00 MINUTES 28 SECONDS WEST FOR 79.01 FEET; NORTH 23 DEGREES 24 MINUTES 46 SECONDS EAST FOR 108.24 FEET; NORTH 42 DEGREES 19 MINUTES 32 SECONDS EAST FOR 117.64 FEET; NORTH 56 DEGREES 04 MINUTES 35 SECONDS EAST FOR 120.99 FEET; NORTH 42 DEGREES 24 MINUTES 09 SECONDS EAST FOR 106.58 FEET; NORTH 21 DEGREES 15 MINUTES 44 SECONDS EAST FOR 52.27 FEET; NORTH 54 DEGREES 50 MINUTES 02 SECONDS EAST FOR 80.34 FEET; NORTH 61 DEGREES 31 MINUTES 42 SECONDS EAST FOR 28.72 FEET; NORTH 61 DEGREES 57 MINUTES 07 SECONDS EAST FOR 207.51 FEET; NORTH 34 DEGREES 42 MINUTES 59 SECONDS EAST FOR 189.15 FEET; NORTH 63 DEGREES 20 MINUTES 32 SECONDS EAST FOR 115.09 FEET; NORTH 19 DEGREES 59 MINUTES 08 SECONDS EAST FOR 45.34 FEET; NORTH 06 DEGREES 12 MINUTES 53 SECONDS WEST FOR 37.01 FEET; NORTH 20 DEGREES 00 MINUTES 00 SECONDS WEST FOR 20.00 FEET TO THE END OF SAID WATER'S EDGE; THENCE RUN NORTH 56 DEGREES 06 MINUTES 12 SECONDS EAST FOR 438.87 FEET; THENCE RUN NORTH 89 DEGREES 17 MINUTES 37 SECONDS EAST FOR 155.71 FEET; THENCE RUN NORTH 31 DEGREES 45 MINUTES 34 SECONDS EAST FOR 523.96 FEET; THENCE RUN NORTH 61 DEGREES 42 MINUTES 19 SECONDS EAST FOR 496.83 FEET; THENCE RUN NORTH 54 DEGREES 36 MINUTES 08 SECONDS EAST FOR 375.06 FEET; THENCE RUN SOUTH 50 DEGREES 16 MINUTES 30 SECONDS EAST FOR 130.14 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH 00 DEGREES 43 MINUTES 19 SECONDS WEST ALONG THE EAST LINE OF SAID QUARTER SECTION FOR 87.35 FEET; THENCE RUN SOUTH 46 DEGREES 43 MINUTES 21 SECONDS WEST FOR 936.67 FEET; THENCE RUN SOUTH 38 DEGREES 50 MINUTES 27 SECONDS EAST FOR 564.14 FEET TO A POINT IN THE CENTER OF PINE MOUNTAIN TRAIL, A PRIVATE DRIVE; THENCE RUN ALONG PINE MOUNTAIN TRAIL THE FOLLOWING COURSES: SOUTH 44 DEGREES 58 MINUTES 31 SECONDS WEST FOR 141.15 FEET; SOUTH 43 DEGREES 19 MINUTES 31 SECONDS WEST FOR 137.94 FEET; SOUTH 46 DEGREES 51 MINUTES 45 SECONDS WEST FOR 78.64 FEET; SOUTH 41 DEGREES 27 MINUTES 50 SECONDS WEST FOR 108.83 FEET; THENCE LEAVING SAID DRIVE RUN SOUTH 65 DEGREES 03 MINUTES 21 SECONDS EAST FOR 284.36 FEET; THENCE RUN SOUTH 19 DEGREES 13 MINUTES 52 SECONDS EAST FOR 201.72 FEET; THENCE RUN SOUTH 46 DEGREES 36 MINUTES 36 SECONDS EAST FOR 158.47 FEET; THENCE RUN SOUTH 51 DEGREES 16 MINUTES 27 SECONDS EAST FOR 240.38 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 19 SOUTH, RANGE 1 WEST; THENCE RUN SOUTH 00 DEGREES 43 MINUTES 19 SECONDS WEST ALONG SAID EAST LINE FOR 453.57 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER SECTION AND THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 101.50 ACRES MORE OR LESS.



20210401000163200 6/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT

**EXHIBIT B**  
**SUBDIVISION PLAN AMENDMENT**



20210401000163200 7/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT



CONSENT OF LENDER

Trustmark National Bank (the "Bank"), as the holder and owner of mortgage recorded in the Probate Office of Shelby County, Alabama as Instrument Number 20190325000094360 which includes certain real property made subject to the Supplementary Declaration and Amendment to the Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community, recorded in the Probate Office of Shelby County, Alabama, as Instrument 20210222000087210 (the "Supplementary Declaration"), does hereby consent to the Supplementary Declaration and does hereby agree that said property shall remain subject to the terms and conditions of the Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community Declaration as so amended by the Supplementary Declaration if the Bank should succeed to the interest of the mortgagor by foreclosure of the herein described mortgage or by accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1 day of April, 2021.

TRUSTMARK NATIONAL BANK

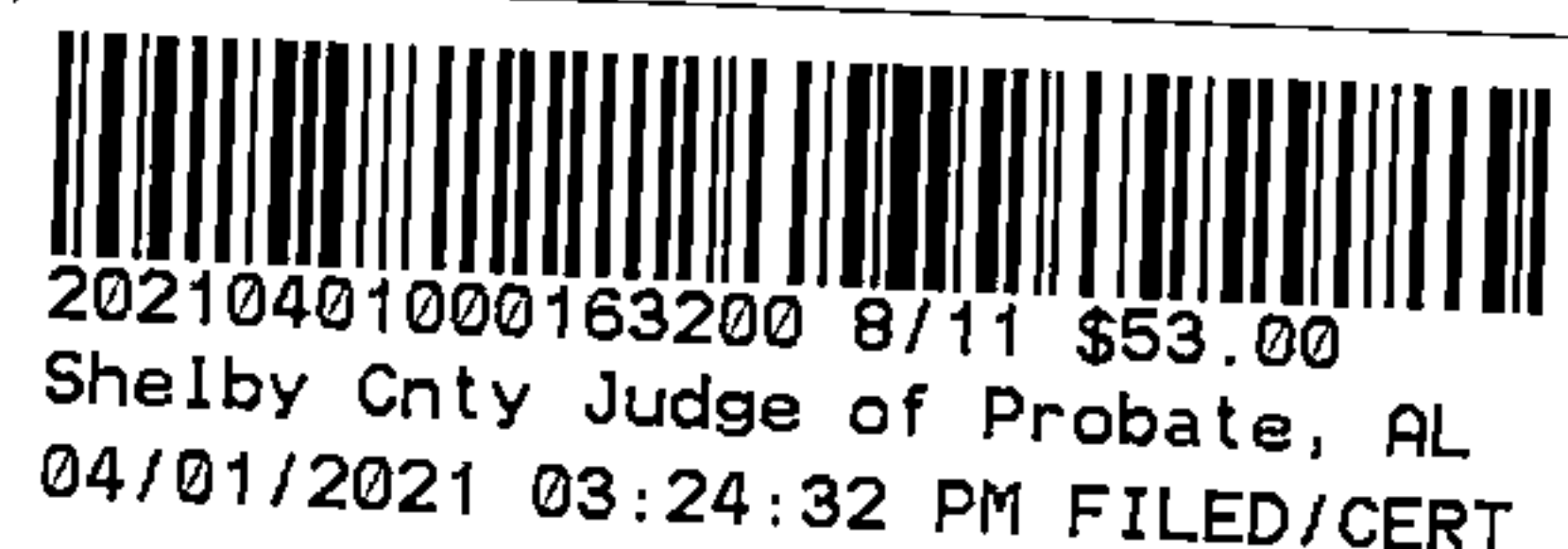
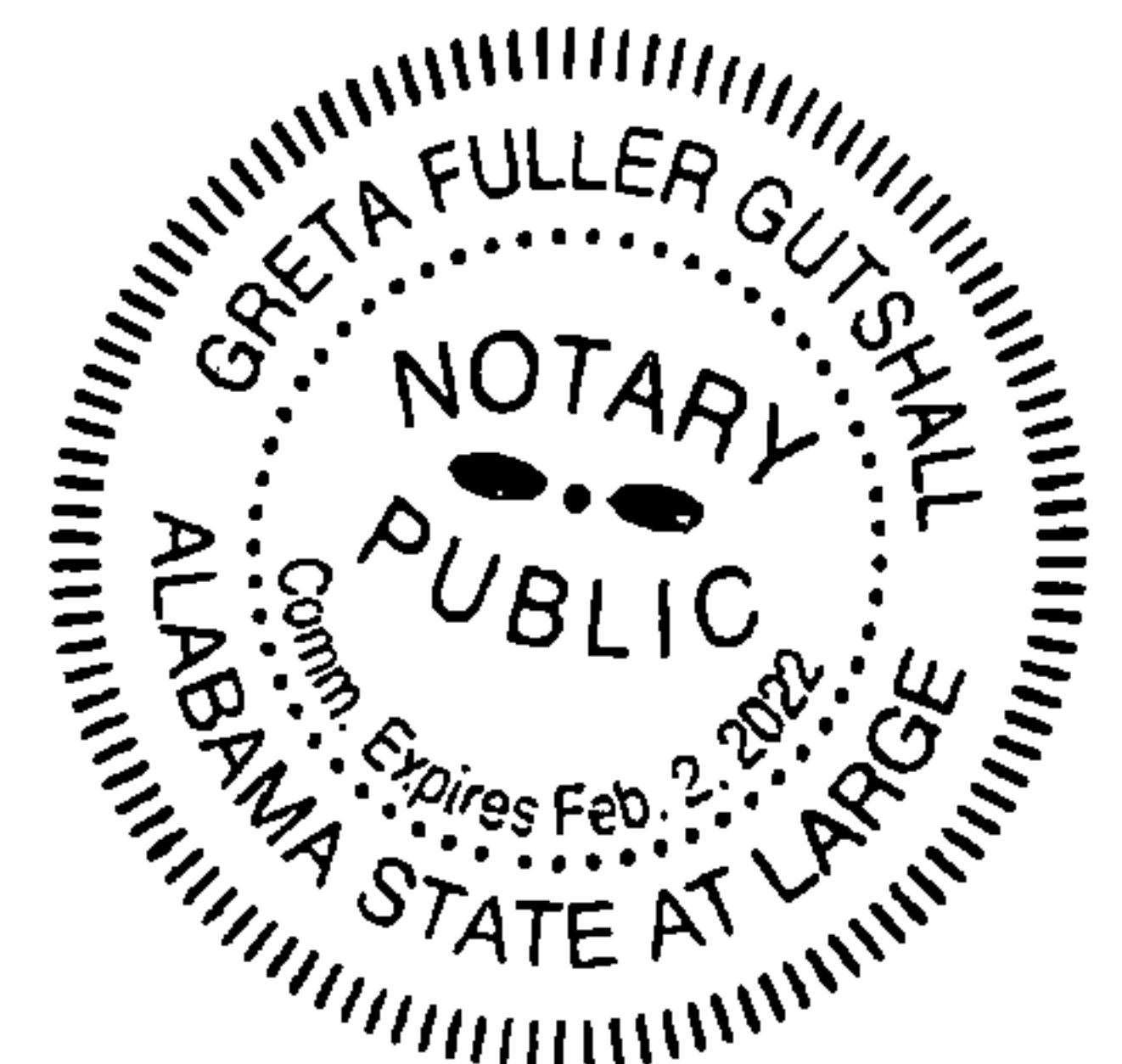
By: [Signature]  
Its: Sup

STATE OF ALABAMA )  
COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bern Hendrix, whose name as Sr. Vice President of Trustmark National Bank, a national banking association, 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this 1<sup>st</sup> day of April, 2021.

Greta Fuller Gutshall  
Notary Public  
My Commission Expires: 2-2-2022





CONSENT OF LENDER

Bryant Bank (the "Bank"), as the holder and owner of mortgage recorded in the Probate Office of Shelby County, Alabama as Instrument Number 20181120000409940 which includes certain real property made subject to the Supplementary Declaration and Amendment to the Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community, recorded in the Probate Office of Shelby County, Alabama, as Instrument 20210222000087210 (the "Supplementary Declaration"), does hereby consent to the Supplementary Declaration and does hereby agree that said property shall remain subject to the terms and conditions of the Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community Declaration as so amended by the Supplementary Declaration if the Bank should succeed to the interest of the mortgagor by foreclosure of the herein described mortgage or by accepting a deed in lieu of foreclosure.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1<sup>st</sup> day of April, 2021.

BRYANT BANK

By: 


Its: EMP

STATE OF ALABAMA )  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Randall Jordan, whose name as EMP of Bryant Bank, an Alabama state banking 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 foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this 1<sup>st</sup> day of April, 2021.



  
Notary Public  
My Commission Expires: 4-19-2021



20210401000163200 9/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT

CONSENT OF OWNER

Eddleman Residential, LLC, an Alabama limited company (the "Eddleman"), as the owner by deed recorded in Instrument No. 20190325000094350, in the Probate Office of Shelby County, Alabama, which include certain real property made subject to the above and foregoing Amendment and Restatement of the Declaration of Easements, Covenants and Restrictions for Pine Mountain Preserve, a Natural Community, as recorded in Instrument 20210222000087210 in the Probate Office of Shelby County, Alabama, (the "Declaration"), does hereby consent to the Declaration and does hereby agree that said property is and shall remain subject to the terms and conditions of the Declaration as so amended from time to time.

IN WITNESS WHEREOF, the undersigned through its duly authorized officer has executed this consent on this 1st day of April, 2021.

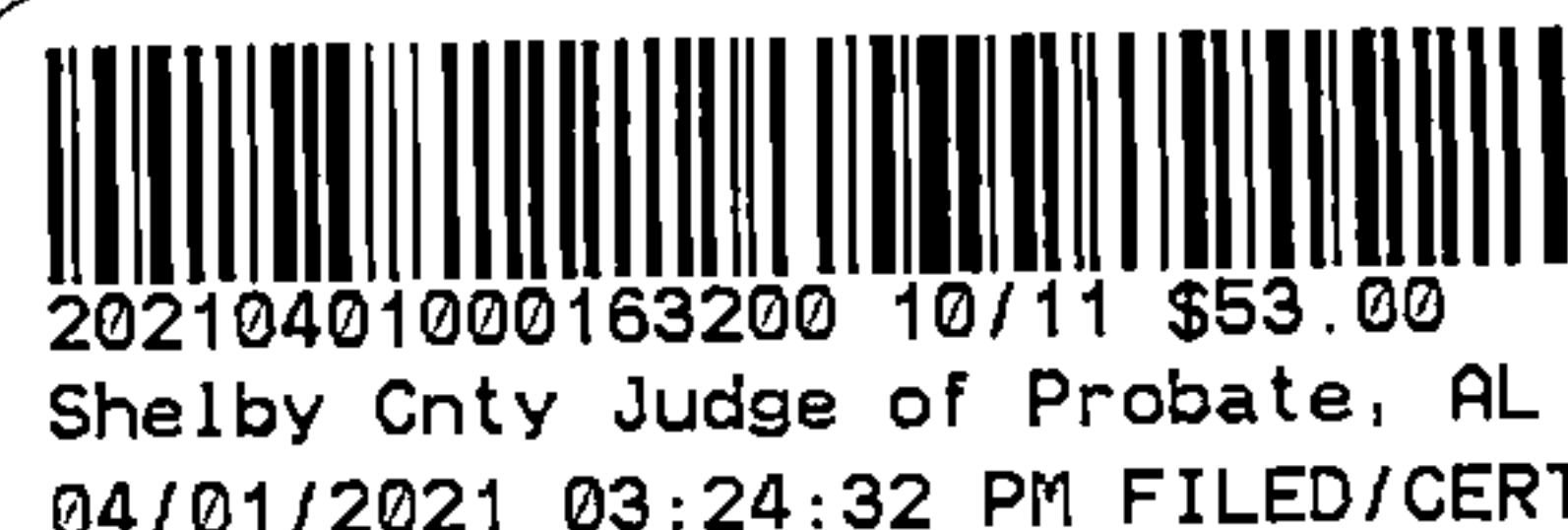
Eddleman Residential, LLC  
an Alabama limited liability company

By: 

Douglas D. Eddleman

Its: President & CEO

STATE OF ALABAMA           )  
JEFFERSON COUNTY        )



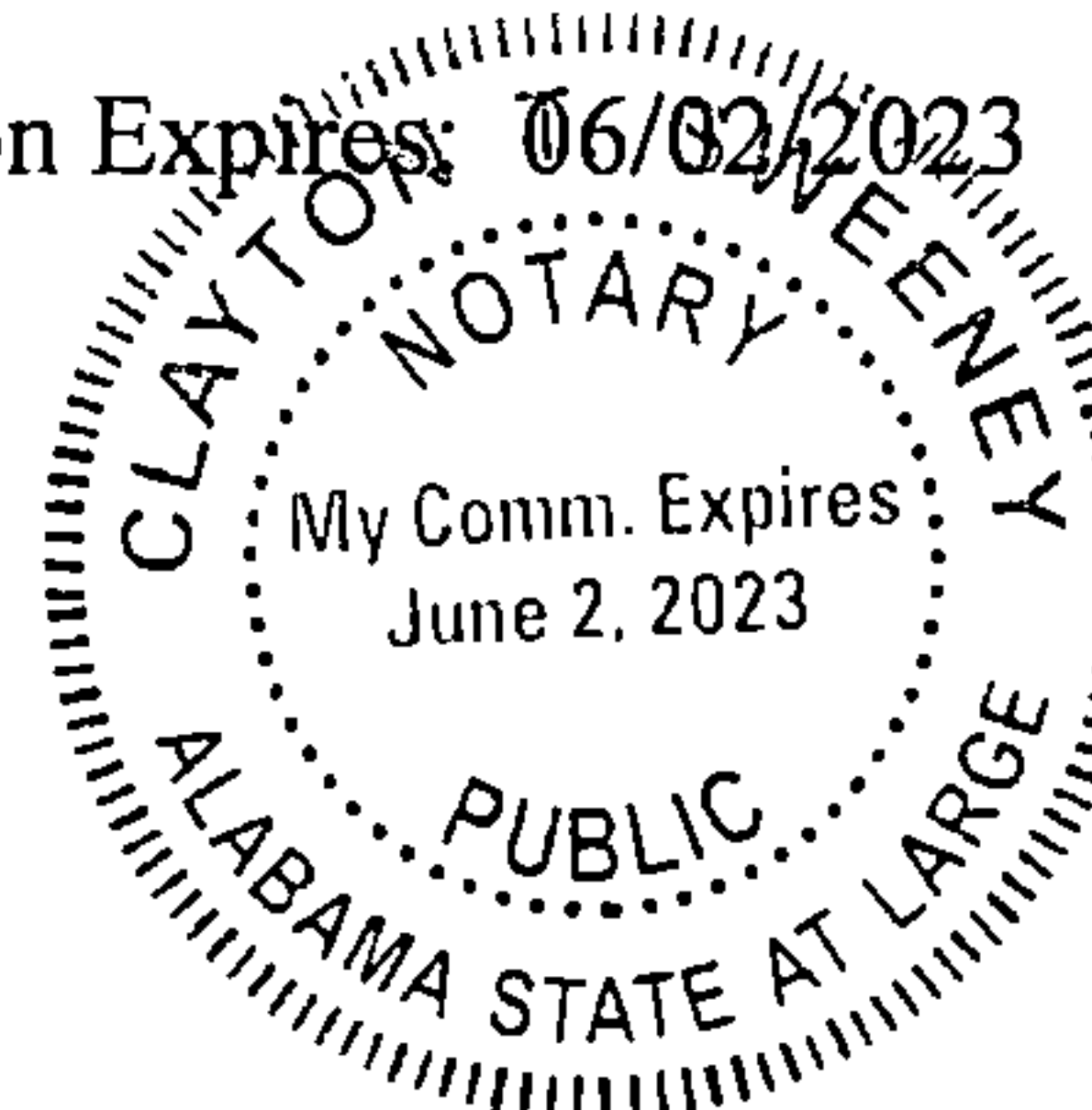
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President & CEO of Eddleman Residential, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

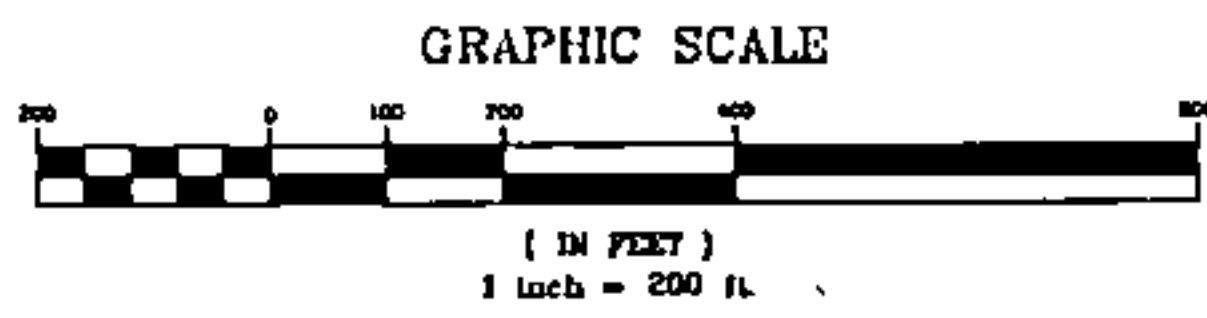
Given under my hand this 1st day of April, 2021.

  
Notary Public

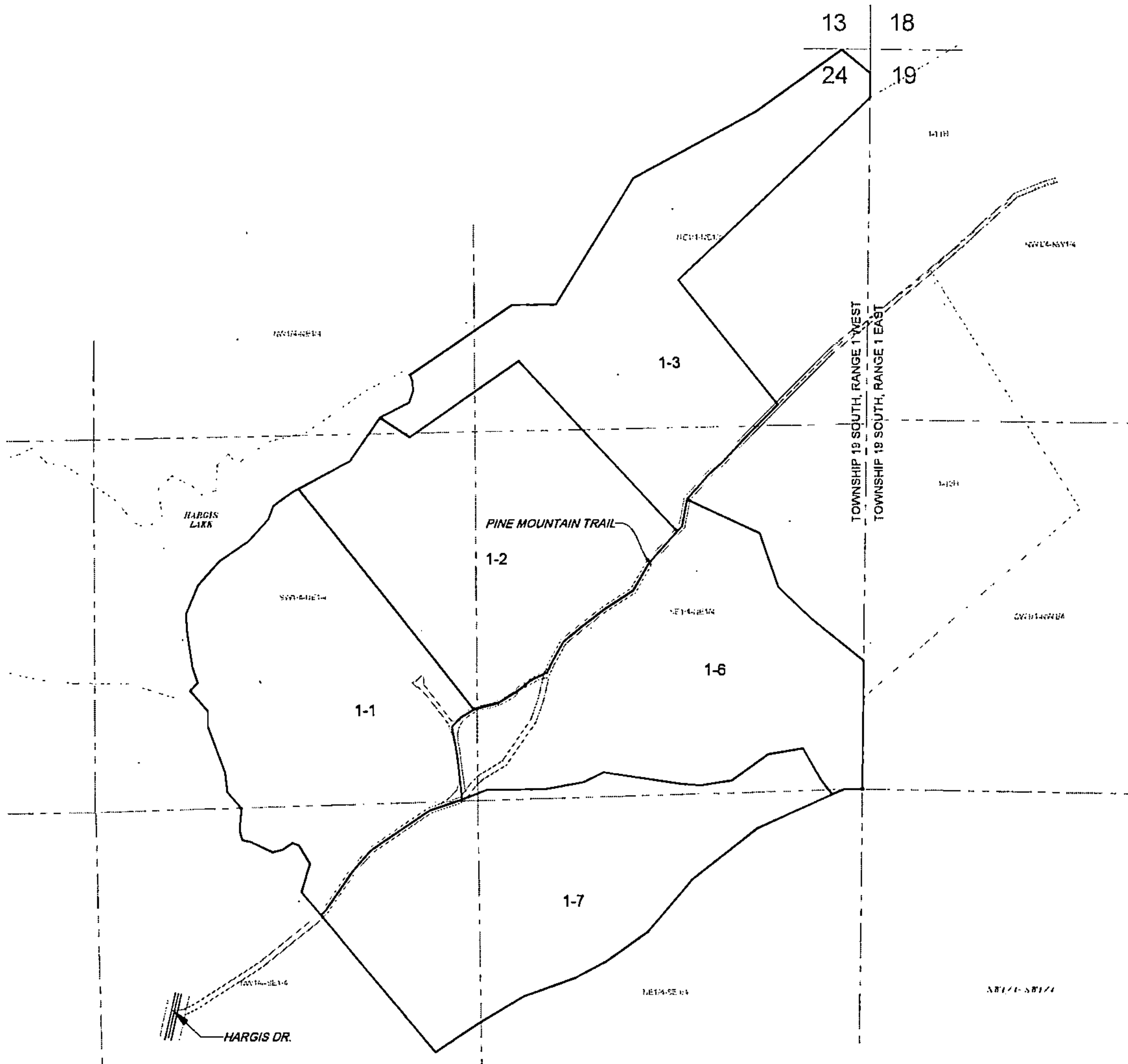
My Commission Expires: 06/02/2023

This instrument prepared by:  
Jack P. Stephenson, Jr.  
Burr & Forman LLP  
420 North 20th Street, Suite 3400  
Birmingham, Alabama 35203





PINE MOUNTAIN TRAIL COMMUNITY  
EXHIBIT



20210401000163200 11/11 \$53.00  
Shelby Cnty Judge of Probate, AL  
04/01/2021 03:24:32 PM FILED/CERT