


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

STATE OF ALABAMA)
COUNTY OF SHELBY)


20210401000163210 1/9 \$47.00
Shelby Cnty Judge of Probate, AL
04/01/2021 03:24:33 PM FILED/CERT

**SUPPLEMENTARY DECLARATION AND AMENDMENT TO
THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS,
PINE MOUNTAIN PRESERVE, A NATURAL COMMUNITY
FOXTAIL FARMS 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 2021 0222000087210 as corrected by the Srivener'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]

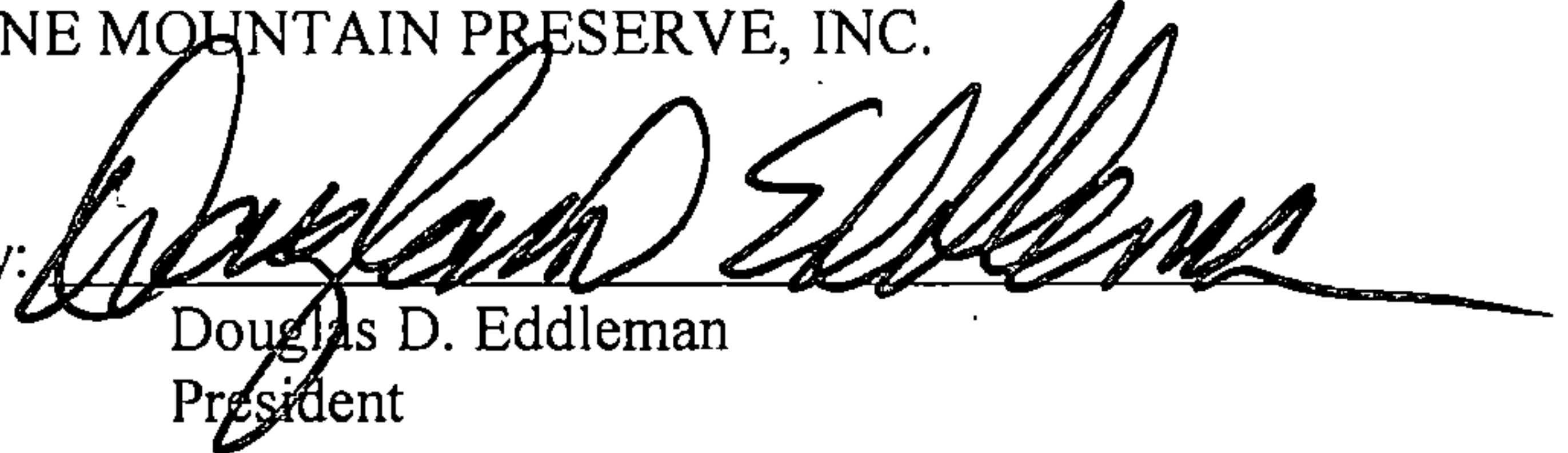


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IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed as of the 1
day of April, 2021.

DECLARANTS:

PINE MOUNTAIN PRESERVE, INC.

By: 
Douglas D. Eddleman
President

PINE MOUNTAIN PRESERVE
ASSOCIATION, INC.

By: 
Douglas D. Eddleman, President



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STATE OF ALABAMA)
JEFFERSON COUNTY)

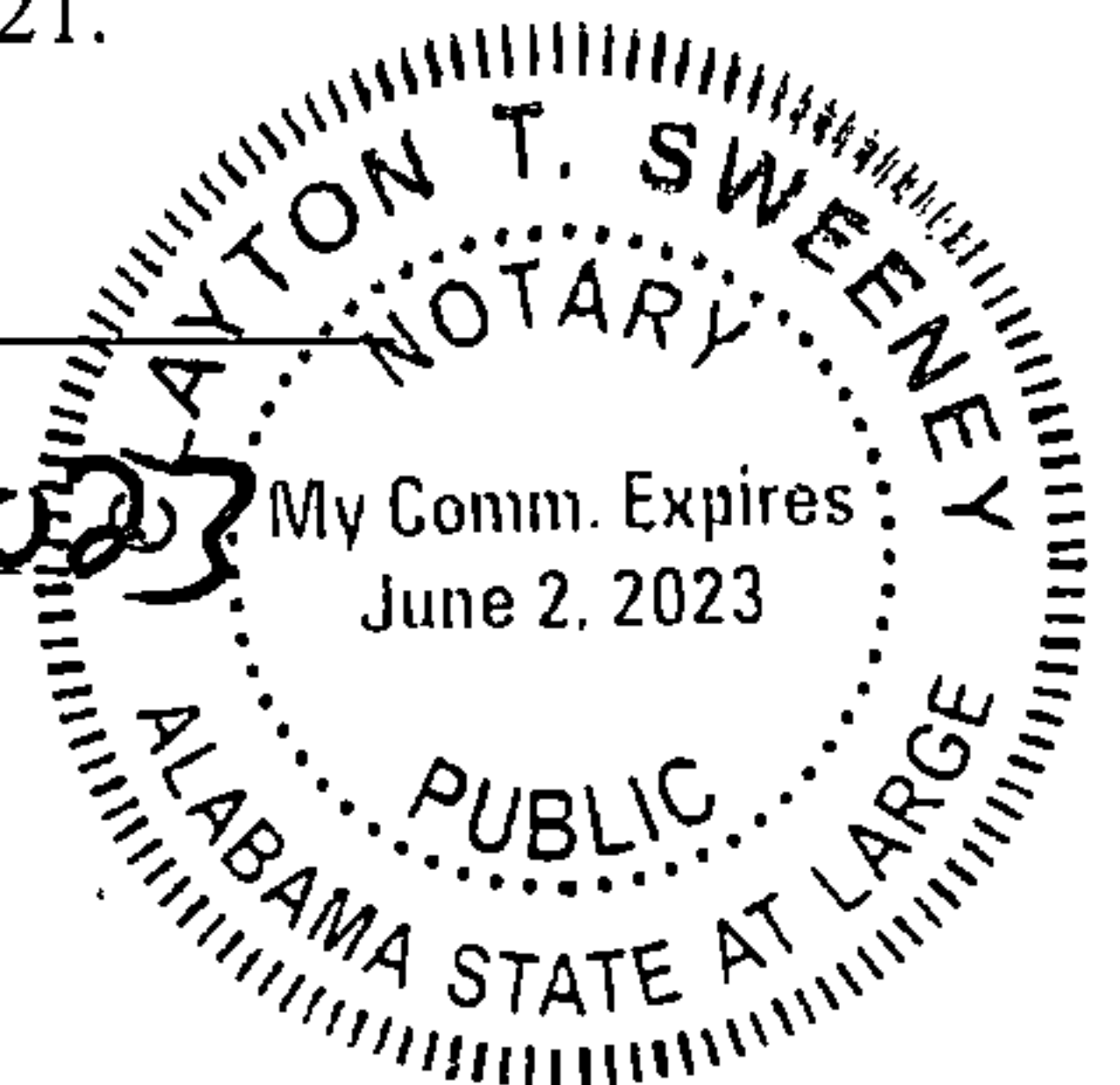
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Pine Mountain Preserve, Inc., a corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on this day that,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

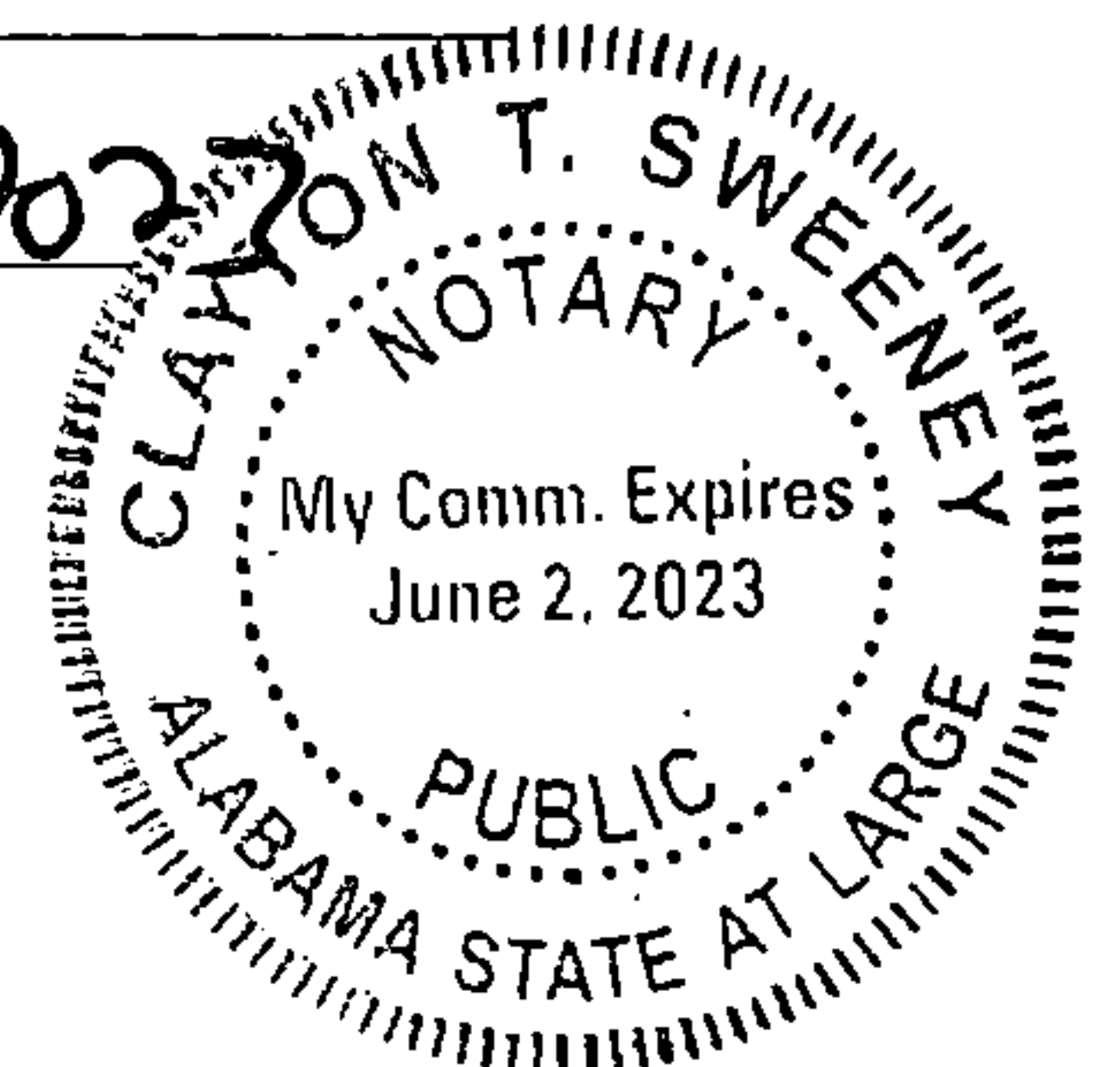
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Douglas D. Eddleman, whose name as President of Pine Mountain Preserve Association, Inc., a corporation, is signed to the foregoing Supplementary Declaration, and who is known to me, acknowledged before me on 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



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EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

FOX TAIL FARMS:

A TRACT OF LAND LYING IN THE EAST HALF OF SECTION 18, THE NORTHWEST QUARTER OF SECTION 17,
AND THE SOUTHWEST QUARTER OF SECTION 8 ALL IN TOWNSHIP 19 SOUTH, RANGE 1 EAST,
SHELBY COUNTY, ALABAMA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 1
EAST, SHELBY COUNTY; THENCE RUN SOUTH 00 DEGREES 01 MINUTES 04 SECONDS WEST
ALONG THE EAST LINE OF SAID SECTION FOR 899.86 FEET TO THE POINT OF BEGINNING;

THENCE RUN NORTH 47 DEGREES 35 MINUTES 29 SECONDS EAST FOR 1304.27 FEET;
THENCE RUN NORTH 49 DEGREES 24 MINUTES 45 SECONDS EAST FOR 191.03 FEET;
THENCE RUN SOUTH 48 DEGREES 06 MINUTES 07 SECONDS EAST FOR 1115.80 FEET;
THENCE RUN SOUTH 39 DEGREES 32 MINUTES 54 SECONDS WEST FOR 1373.38 FEET;
THENCE RUN SOUTH 44 DEGREES 09 MINUTES 24 SECONDS WEST FOR 542.58 FEET;
THENCE RUN SOUTH 25 DEGREES 13 MINUTES 45 SECONDS WEST FOR 307.24 FEET;
THENCE RUN SOUTH 68 DEGREES 25 MINUTES 44 SECONDS WEST FOR 597.59 FEET TO A
POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 17; THENCE RUN NORTH 00 DEGREES 01 MINUTES 07 SECONDS EAST ALONG THE
WEST LINE OF SAID QUARTER-QUARTER SECTION FOR 292.46 FEET; THENCE RUN SOUTH 61
DEGREES 12 MINUTES 31 SECONDS WEST FOR 169.72 FEET; THENCE RUN SOUTH 45
DEGREES 37 MINUTES 24 SECONDS WEST FOR 130.84 FEET; THENCE RUN SOUTH 44
DEGREES 07 MINUTES 33 SECONDS WEST FOR 180.23 FEET; THENCE RUN SOUTH 51
DEGREES 38 MINUTES 53 SECONDS WEST FOR 479.86 FEET; THENCE RUN SOUTH 46
DEGREES 28 MINUTES 39 SECONDS WEST FOR 655.78 FEET; THENCE RUN SOUTH 44
DEGREES 23 MINUTES 28 SECONDS WEST FOR 668.87 FEET; TO A CURVE TO THE RIGHT,
HAVING A RADIUS OF 385.00 FEET, A CHORD BEARING OF SOUTH 64 DEGREES 01 MINUTES 04
SECONDS WEST, AND A CHORD LENGTH OF 258.66 FEET; THENCE RUN ALONG THE ARC OF
SAID CURVE FOR 263.79 FEET; THENCE RUN SOUTH 83 DEGREES 38 MINUTES 47 SECONDS
WEST FOR 175.55 FEET; THENCE RUN NORTH 01 DEGREES 41 MINUTES 52 SECONDS WEST
FOR 101.78 FEET; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 51 SECONDS WEST FOR
264.72 FEET; TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 230.00 FEET A CHORD BEARING
OF NORTH 30 DEGREES 42 MINUTES 07 SECONDS WEST, AND A CHORD LENGTH OF 395.95
FEET; THENCE RUN ALONG THE ARC OF SAID CURVE FOR 476.91 FEET ; THENCE RUN NORTH
28 DEGREES 41 MINUTES 55 SECONDS EAST FOR 58.77 FEET; THENCE RUN NORTH 47
DEGREES 28 MINUTES 15 SECONDS EAST FOR 70.56 FEET; THENCE RUN NORTH 36 DEGREES
40 MINUTES 03 SECONDS EAST FOR 245.29 FEET; TO A NON TANGENT CURVE TO THE RIGHT,
HAVING A RADIUS OF 399.78 FEET, A CHORD BEARING OF NORTH 76 DEGREES 54 MINUTES 01
SECONDS EAST, AND A CHORD LENGTH OF 214.69 FEET; THENCE RUN ALONG THE ARC OF
SAID CURVE FOR 217.35 FEET; THENCE RUN NORTH 44 DEGREES 52 MINUTES 16 SECONDS
EAST FOR 344.85 FEET; THENCE RUN NORTH 44 DEGREES 45 MINUTES 59 SECONDS EAST FOR
991.71 FEET; THENCE RUN NORTH 47 DEGREES 06 MINUTES 11 SECONDS EAST FOR 999.82
FEET; THENCE RUN NORTH 57 DEGREES 05 MINUTES 48 SECONDS EAST FOR 541.64 FEET TO
A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER
OF SECTION 17; THENCE RUN NORTH 00 DEGREES 01 MINUTES 04 SECONDS EAST ALONG THE
WEST LINE OF SAID QUARTER-QUARTER SECTION FOR 347.69 FEET TO THE POINT OF
BEGINNING.

SAID TRACT OF LAND CONTAINING 5257091.40S.F. OR 120.69ACRES MORE OR LESS.

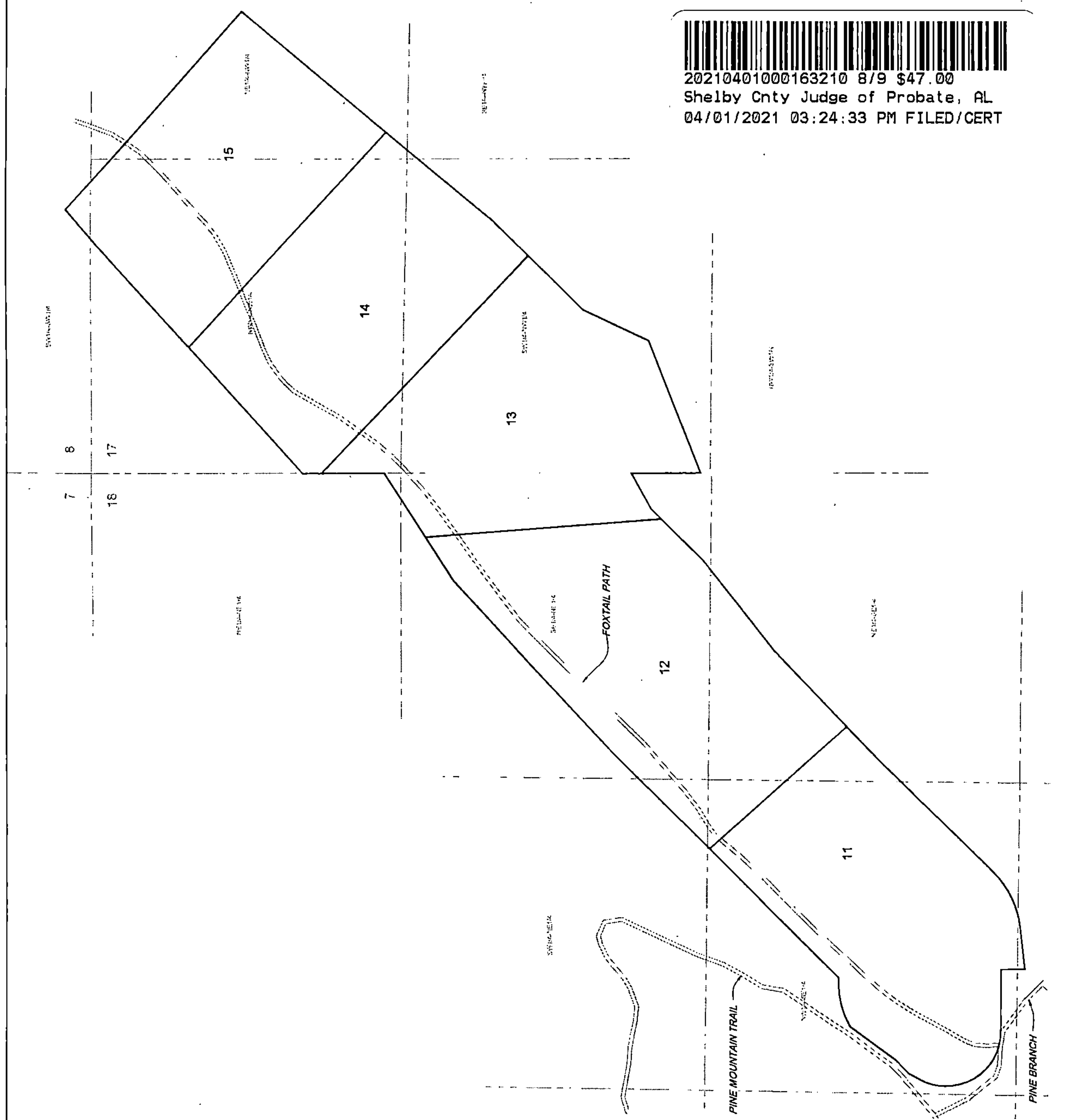
EXHIBIT B
SUBDIVISION PLAN AMENDMENT



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FOX TAIL FARMS
SUBDIVISION EXHIBIT



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 day of April, 2021.

BRYANT BANK

By: [Signature]
Its: EVP

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 EVP 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 1st day of April, 2021.

Jessica L. Brown
Notary Public
My Commission Expires: 4-19-2021



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