

This instrument was prepared by,
and after recording, return to:
Caroleene Dobson, Esq.
Maynard Cooper & Gale, PC
1901 Sixth Ave N, Ste 1700
Birmingham, AL 35203
(205) 254-1851

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this “**Amendment**”) is made and entered into effective the 1st day of September, 2021 (the “**Effective Date**”), by THE CWD, L.L.C., an Alabama limited liability company (“**Declarant**”) and the CROSSROADS NORTHEAST OWNERS’ ASSOCIATION, INC., an Alabama nonprofit corporation (“**Association**”).

RECITALS:

1. On October 24, 2017, that certain Declaration of Covenants, Restrictions and Easements dated October 20, 2017, was recorded as Document No. 20171024000385320, in the Probate Office of Shelby County, Alabama (as it may be amended from time to time, the “**Declaration**”), governing that certain real estate in the City of Hoover, County of Shelby, State of Alabama more particularly described therein.

2. Declarant and the Association desire to amend the Declaration to extend the rights of certain Lots with respect to off-premises advertising, as more particularly described herein.

AGREEMENT

NOW, THEREFORE, as authorized by the provisions of Section 35-8A-217 of the Code of Alabama (1975), as amended, and for good and valuable consideration including the benefits to the parties hereto and the beneficiaries herein, the receipt and sufficiency of which are hereby acknowledged, Declarant and Association, for the purposes above set forth, and with the consent of the requisite votes of Owners as set forth in Section 9.3 of the Declaration, declares and grants as follows:

1. Recitals. The recitals above are incorporated herein by this reference, as matters of contract and not mere recital. The Declaration, as amended by this Agreement, is hereby affirmed and ratified in all respects except as modified hereby. Nothing herein shall be deemed or construed to constitute, and there has not otherwise occurred, a novation, cancellation or extinguishment of the Declaration. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning given to them in the Declaration.

2. Off-Premises Signage. The following language shall be added to the end of Section 5.11 of the Declaration:

Declarant has erected or caused to be erected a directory sign on Lot 6A for advertising businesses on the Property (the "Directory Sign"). Each Owner advertising, or permitting the advertisement of, a business on the Directory Sign shall be responsible for reimbursing the Association for such Owner's Allocated Share Percentage for maintenance of such Directory Sign, based on the pro-rata area of the sign used to advertise the business(es) located on such Owner's Lot. Only businesses located on Lots 6A, 5A, 3A and 2A shall be entitled to advertise on the Directory Sign. If a business located on one of the foregoing Lots (other than Lot 6A) is advertised on the Directory Sign, then the total signage rights for such Lot shall be limited to a total of forty (40) square feet of sign face area, which sign face area may be allocated between building wall signage and a freestanding sign; provided that such freestanding sign shall not exceed seventy inches (70") in height; and provided further, that such limited signage rights shall be subject in all respects to the signage regulations set forth in Article 12 of the City of Hoover Zoning Ordinance.

3. **Miscellaneous.**

(a) **Headings.** All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Amendment.

(b) **Severability.** Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Amendment shall not affect the validity or legality of the remainder.

(c) **Entire Agreement.** This Amendment and any attached exhibits, which are hereby incorporated into and made a part of this Amendment, set forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

(d) **Inconsistencies.** In the case of any inconsistency between the provisions of the Declaration and this Amendment, the provisions of this Amendment shall govern and control.


(e) **Counterparts.** This Amendment may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same agreement.

(f) **Ratification.** Except as amended hereby, the Declaration is and remains unmodified and is hereby ratified and confirmed. All references in the Declaration to "this Declaration" or words of similar import shall be deemed to refer to the Declaration as amended by this Amendment.

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IN WITNESS WHEREOF, the Declarant and the Association have executed this Amendment, with the required consent of the Owners, to be effective as of the Effective Date.

THE CWD, L.L.C., an Alabama limited liability company

By: 
Charles W. Daniel, its Managing Member

STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Charles W. Daniel**, whose name as the Managing Member of **THE CWD, L.L.C.**, 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 instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said managing member of such limited liability company.

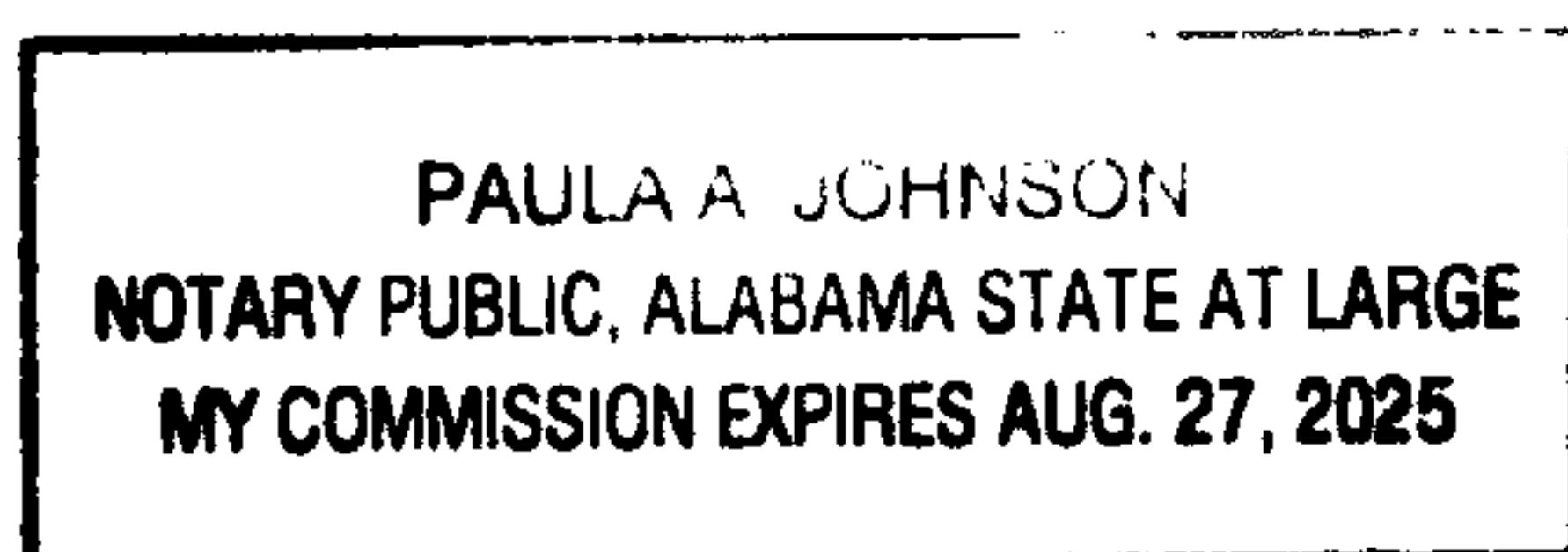
Given under my hand and seal this the 1st day of September, 2021.



Notary Public

My Commission Expires: August 27, 2025

[NOTARIAL SEAL]



CROSSROADS NORTHEAST OWNERS' ASSOCIATION, INC., an Alabama nonprofit corporation

By: Charles W. Daniel
Charles W. Daniel, its President

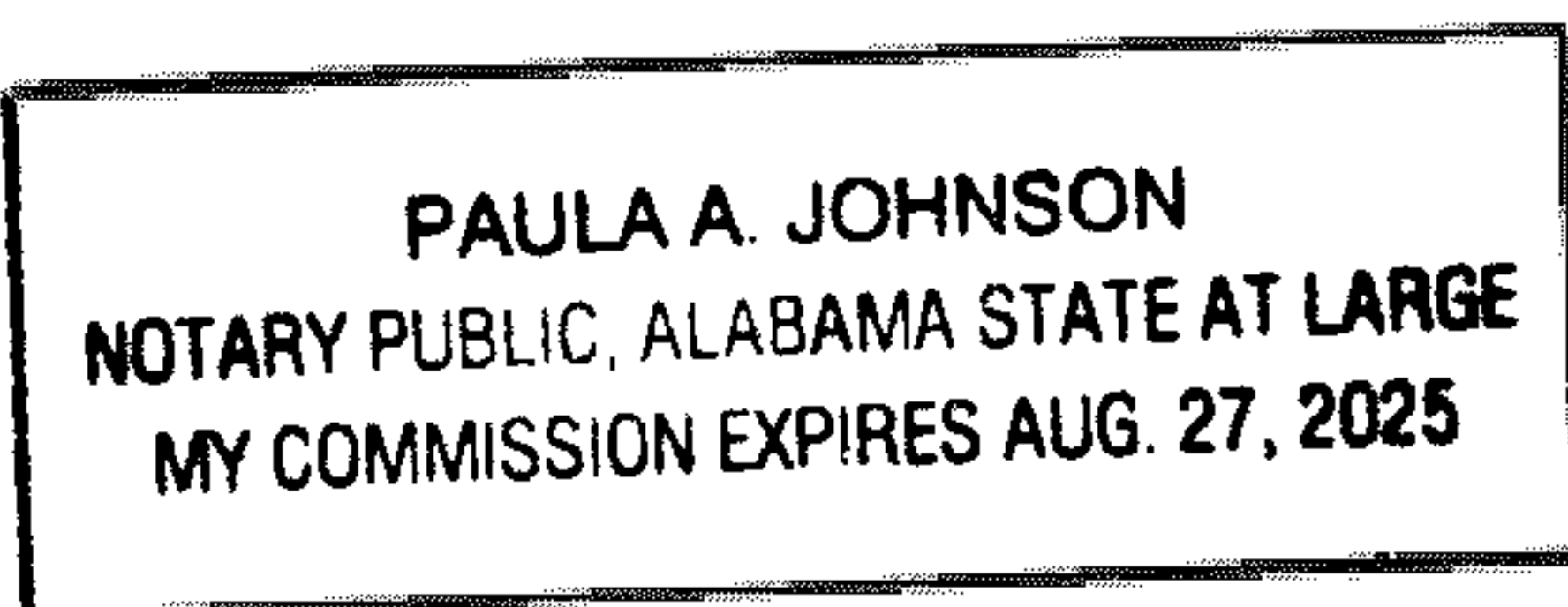
STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that **Charles W. Daniel**, whose name as the President of **CROSSROADS NORTHEAST OWNERS' 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 the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said President of such nonprofit corporation.

Given under my hand and seal this the 1st day of September, 2021.

Paula A. Johnson
Notary Public
My Commission Expires: August 27, 2025

[NOTARIAL SEAL]



**UNANIMOUS WRITTEN CONSENT TO AMENDMENT TO DECLARATION OF
COVENANTS, RESTRICTIONS AND EASEMENTS**

IN WITNESS WHEREOF, the Board of Directors of the Association hereby unanimously consents to the foregoing Amendment to Declaration of Covenants, Restrictions and Easements, as of September 1, 2021.


CHARLES W. DANIEL, DIRECTOR

CHARLES W. DANIEL, DIRECTOR

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Charles W. Daniel, whose name as a Director of **CROSSROADS NORTHEAST OWNERS' 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 the 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 seal this the 5 day of September, 2021.

1st day of September, 2021
Paula J. [Signature]
 Notary Public

Notary Public

My Commission Expires: August 29, 2023

[NOTARIAL SEAL]

PAULA A. JOHNSON
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES AUG. 27, 2025


RICHARD T. DARDEN, DIRECTOR

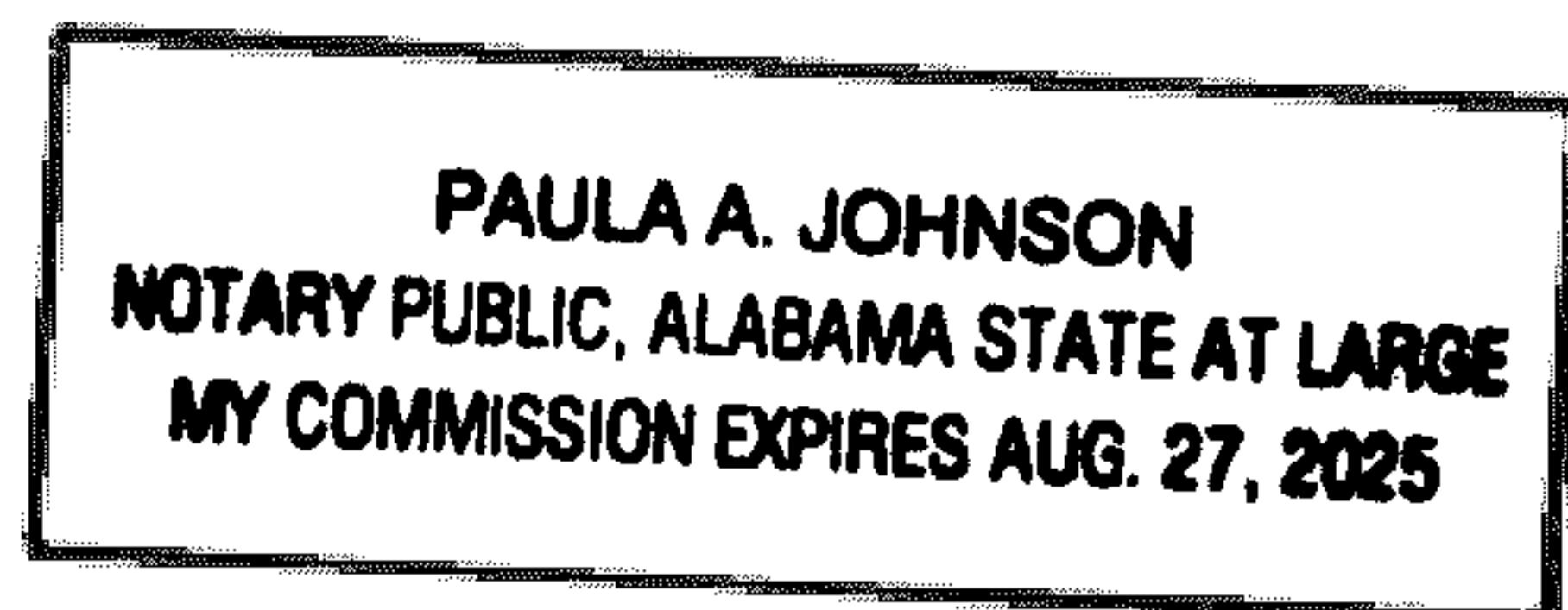
RICHARD T. DARDEN, DIRECTOR


STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Richard T. Darden, whose name as a Director of **CROSSROADS NORTHEAST OWNERS' 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 the 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 seal this the 1 day of September, 2021.

[NOTARIAL SEAL]




Notary Public
My Commission Expires August 27, 2025

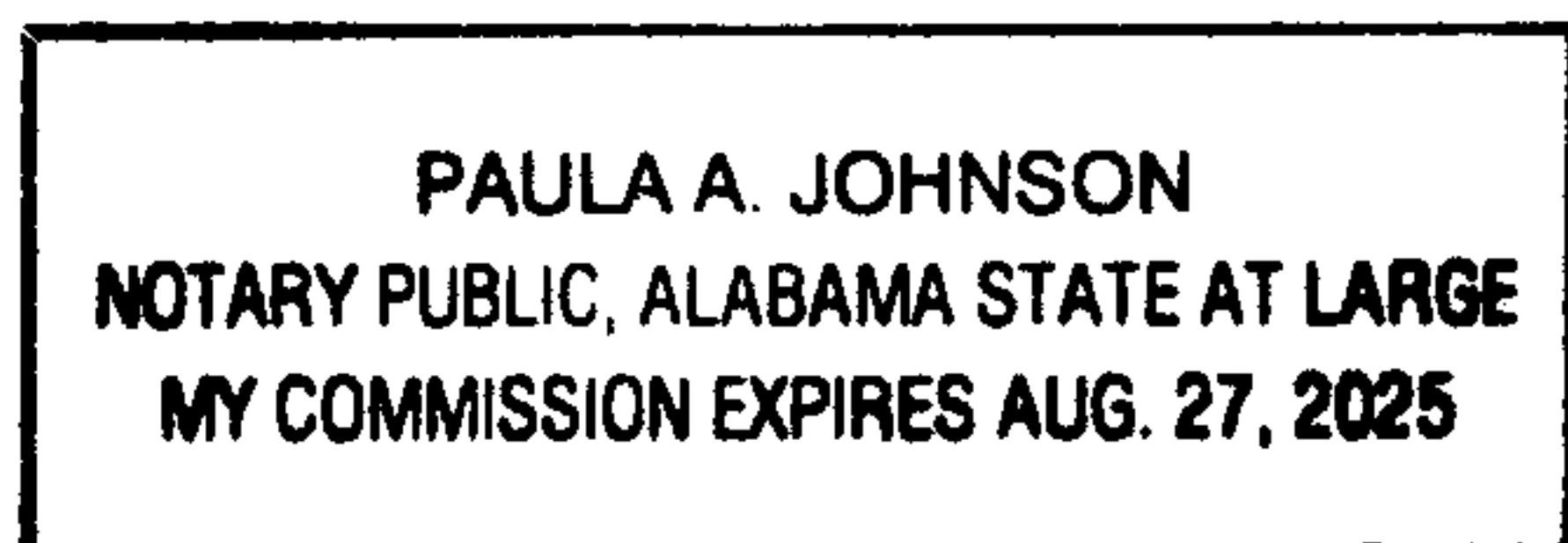

TAMYE LEE HOLDER, DIRECTOR

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

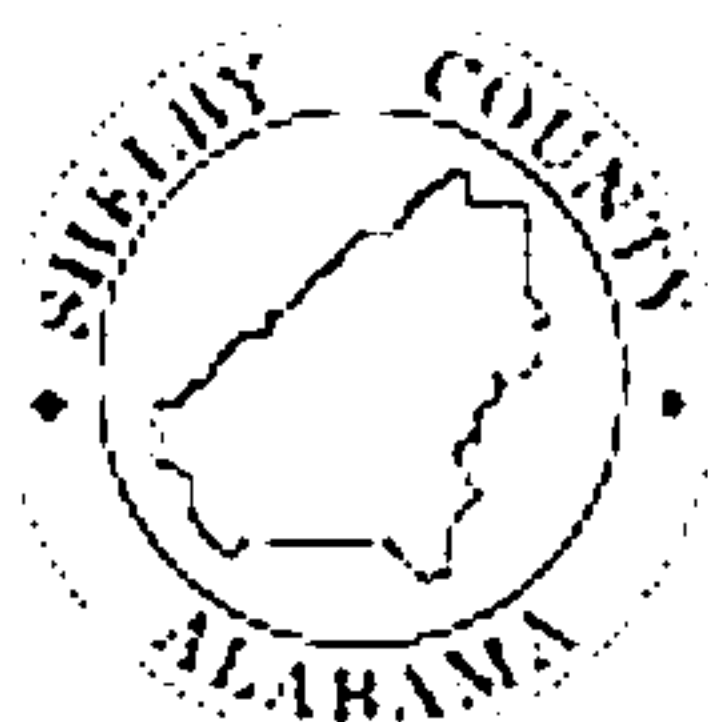
I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Tamye Lee Holder, whose name as a Director of **CROSSROADS NORTHEAST OWNERS' ASSOCIATION, INC.**, an Alabama nonprofit corporation,, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she 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 seal this the 1st day of September, 2021.

[NOTARIAL SEAL]




Notary Public
My Commission Expires: August 27, 2025



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/03/2021 01:54:38 PM
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