



20211018000505450 1/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
10/18/2021 02:08:30 PM FILED/CERT

---

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

---

THIS THIRD AMENDMENT TO ABINGDON BY THE RIVER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 18<sup>th</sup> day of October, 2021 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 recorded as Instrument # 2020057270 in the Office of the Judge of Probate of Jefferson County, Alabama, as amended by the First Amendment thereto dated as of November 3, 2020 which has been recorded as Instrument # 20201201000548490 in the Office of the Judge of Probate of Shelby County, Alabama, and which has been recorded as Instrument # 2020137941 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.*

Developer has heretofore entered into the Second Amendment thereto dated as of June 3, 2020, which has been recorded as Instrument # 202110517000241810 in the Office of the Judge of Probate of Shelby County, Alabama, and which has been recorded as Instrument # 2021057023 in the Office of the Judge of Probate of Jefferson County, Alabama

Developer 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, Developer does 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. **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]



20211018000505450 2/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
10/18/2021 02:08:30 PM FILED/CERT

IN WITNESS WHEREOF, Developer has caused this Amendment 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

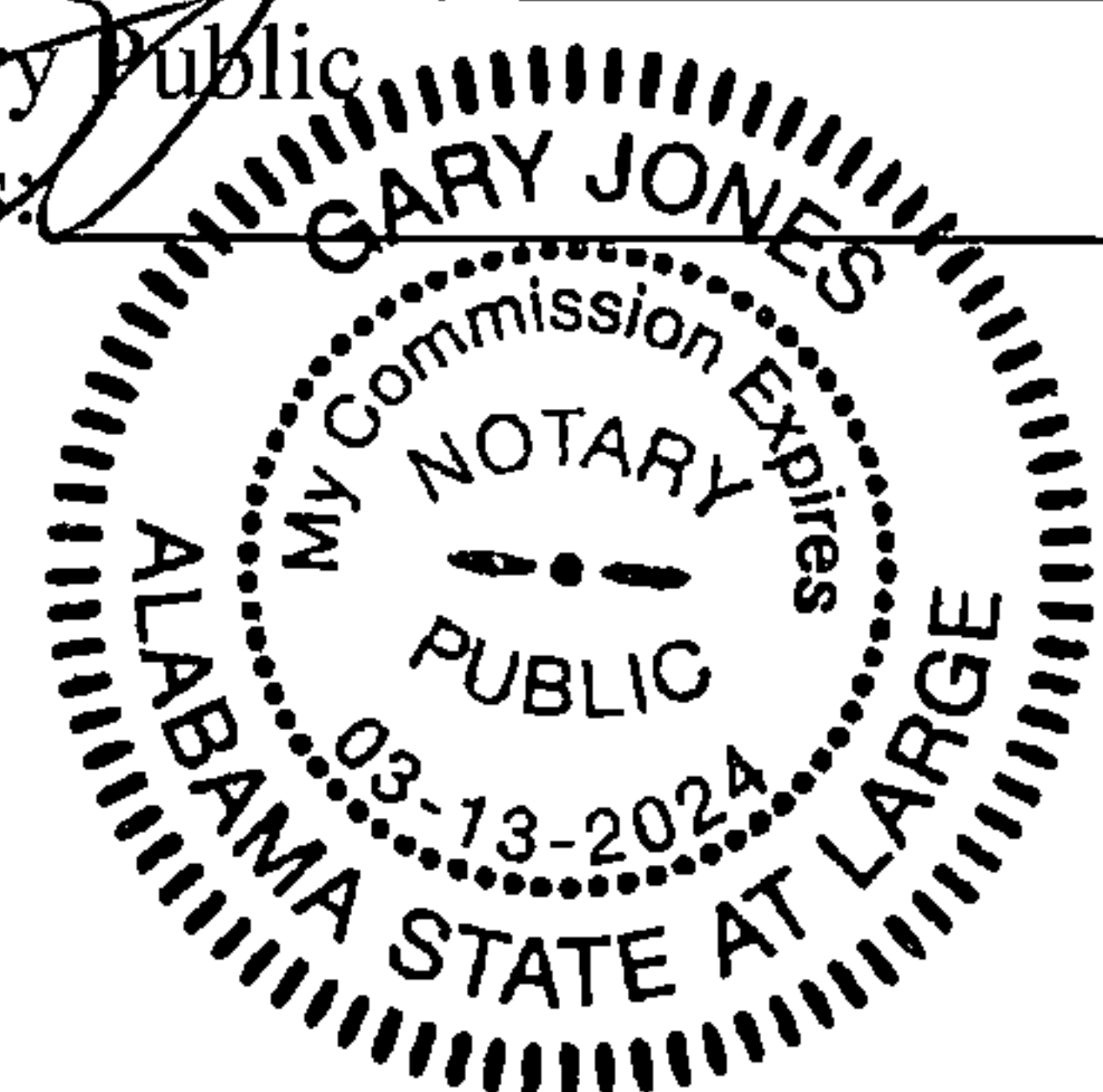
STATE OF ALABAMA )

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 Vice President of **FLEMMING PARTNERS, LLC**, 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 11 day of OCTOBER, 2021.

[Signature]  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



20211018000505450 3/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
10/18/2021 02:08:30 PM FILED/CERT



**CONSENT OF ASSOCIATION**

The undersigned, Abingdon by the River Residential Association, Inc., an Alabama nonprofit corporation, has joined in the execution of this Amendment in order to consent to and agree to be bound by all of the terms and provisions of this Declaration.

Dated as of the 11<sup>th</sup> day of October, 2021.

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

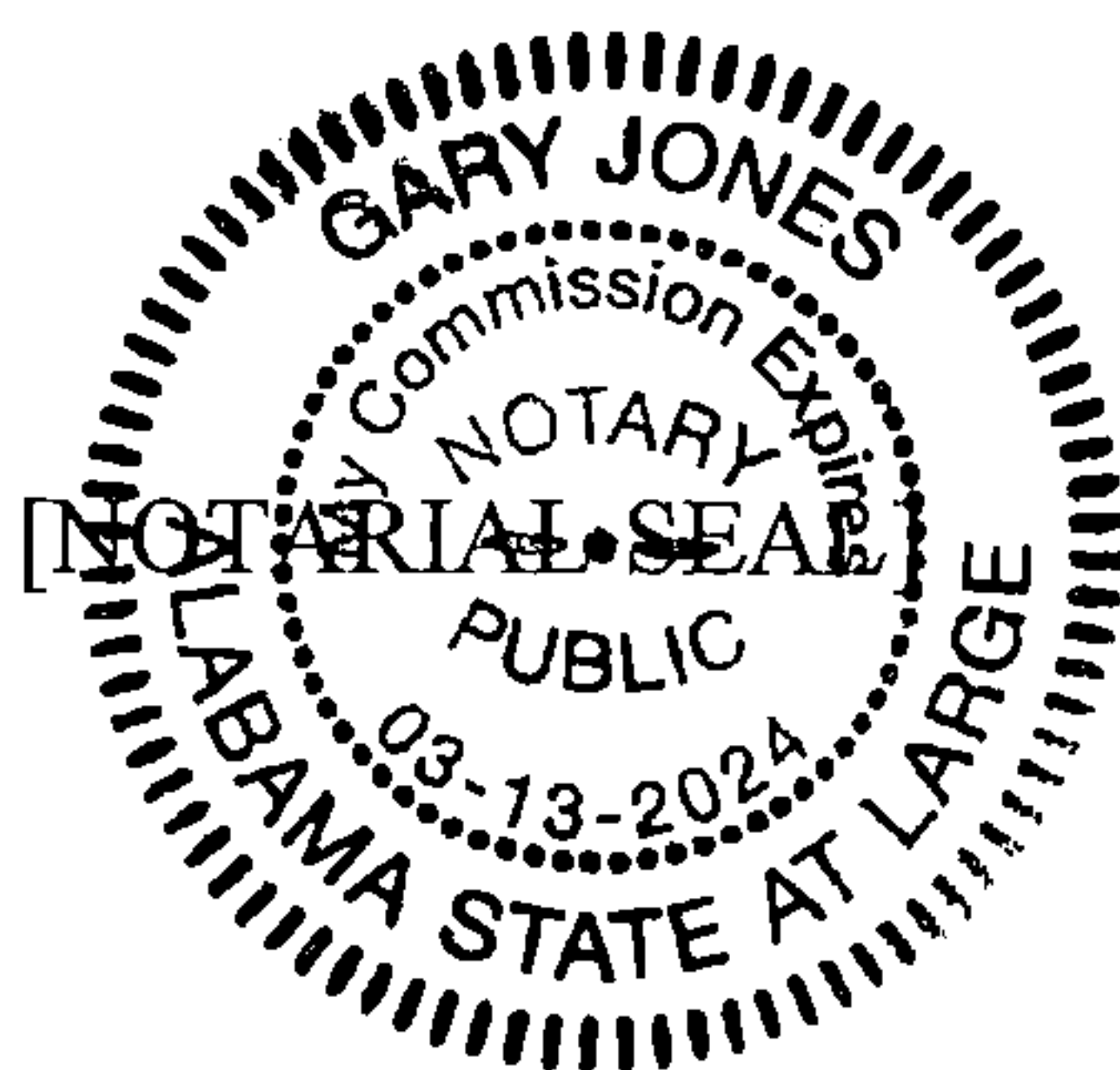
By: [Signature]  
Printed Name: Scott Rohrer  
Title: Member

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 11 day of OCTOBER, 2021.



[Signature]  
Notary Public  
My commission expires 3-13-2024



20211018000505450 4/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
10/18/2021 02:08:30 PM FILED/CERT

## CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the 11<sup>th</sup> day of October, 2024 by Regions Bank, an Alabama corporation ("Mortgagee").

### R E C I T A L S:

Mortgagee is the holder of that certain Master Mortgage executed by NSH Corp, an Alabama corporation, and SB Dev Corp., an Alabama corporation, recorded on May 16, 2016 as Instrument Number 20160506000154710 in the Office of the Judge of Probate of Shelby County, Alabama, and as amended thereto by (i) Instrument Number 20160616000207600 recorded on June 16, 2016 in said Probate Office, as further amended thereto by (ii) Instrument Number 20171031000393830 recorded on October 31, 2017 in said Probate Office, as further amended thereto by (iii) Instrument Number 20180627000228450 on June 27, 2018 in said Probate Office, and as further amended thereto adding Flemming Partner, LLC, an Alabama limited company by (iv) Instrument Number 201907090002444580 recorded on June 9, 2019 in said Probate Office recorded, 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 Third Amendment to the Abingdon by the River Declaration of Covenants, Conditions and Restrictions dated as of October 18, 2024 (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.



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

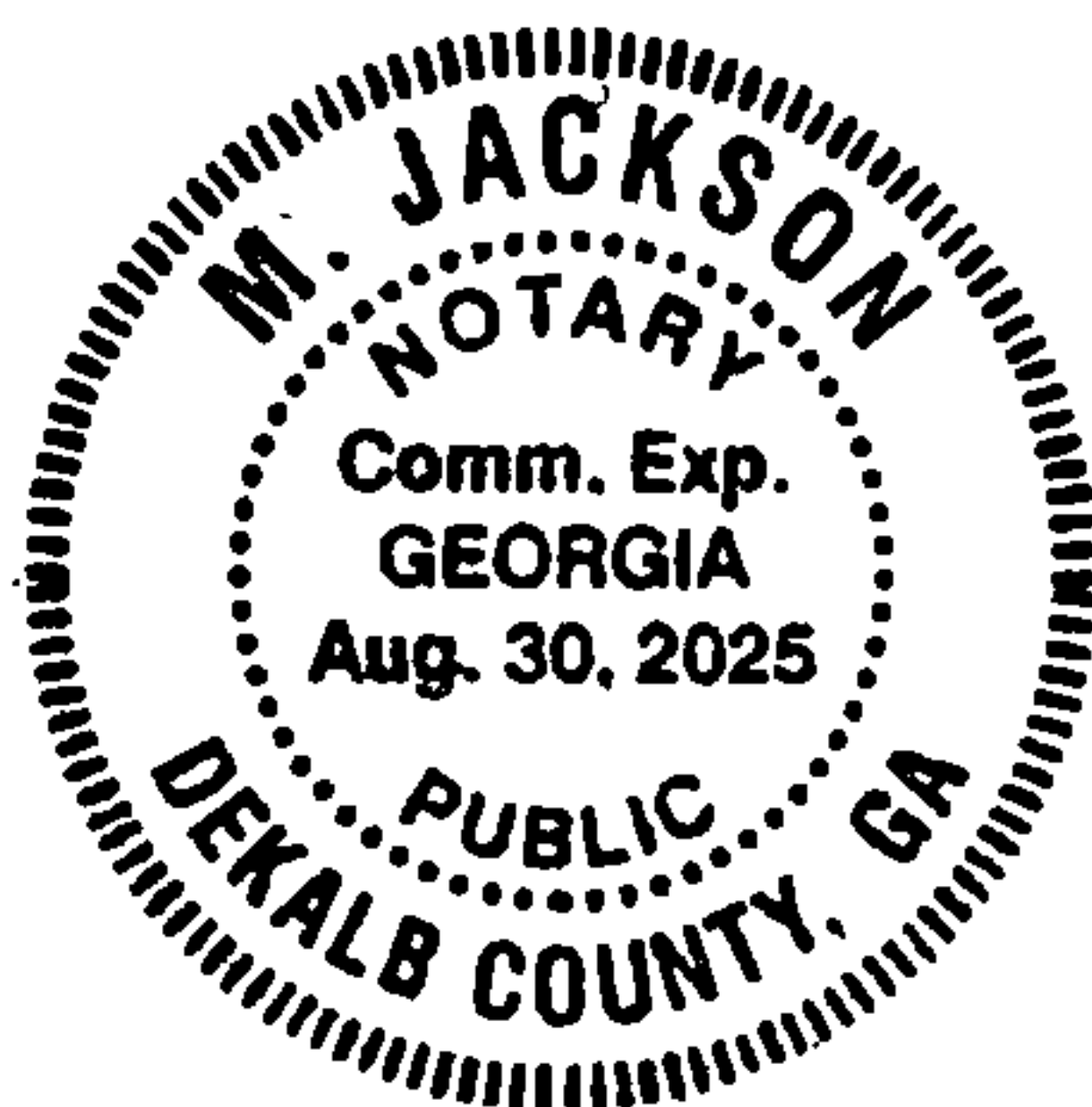
**REGIONS BANK,**  
an Alabama corporation

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

STATE OF GEORGIA )  
COUNTY OF DEKALB )

I, the undersigned, a notary public in and for said County, in said State, hereby certify that SCOTT MCLAY, whose name as SENIOR VP of REGIONS BANK, a ALABAMA BANK, 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 ALABAMA BANK.

Given under my hand and seal this 14<sup>th</sup> day of OCTOBER, 2021.



M. Jackson  
Notary Public  
My commission expires: August 30th, 2025

My commission expires: August 30th, 2025



20211018000505450 6/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
10/18/2021 02:08:30 PM FILED/CERT

## **EXHIBIT A**

### Legal Description of Additional Property

Final Plat of the Residential Subdivision of Abingdon by the River Phase 3, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 54, Page 38.



20211018000505450 7/8 \$43.00  
Shelby Cnty Judge of Probate, AL  
10/18/2021 02:08:30 PM FILED/CERT



# ABINGDON BY THE RIVER - PHASE 3

Being a subdivision of acreage situated in the Northeast 1/4 of the Northwest 1/4 of Section 4 and the of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 20 South, Range 3 West in the City of Hoover Shelby County, Alabama

SCALE: 1" = 80' GRAPHIC SCALE FEBRUARY 8, 2021

DEVELOPER: FLEMMING PARTNERS, LLC

3545 MARKET STREET  
HOOPER, ALABAMA 35226  
(205) 988-5588

SURVEYOR: ALABAMA ENGINEERING COMPANY, INC.

1214 ALFORD AVENUE, SUITE 200  
HOOPER, ALABAMA 35226  
(205) 603-2161  
CONTACT: BOB EASLEY

STATE OF ALABAMA  
SHELBY COUNTY

THE UNDERSIGNED, ROBERT W. EASLEY, IV, REGISTERED LAND SURVEYOR, STATE OF ALABAMA, AND HERETOFOR AS AN AUTHORIZED REPRESENTATIVE OF THE OWNER OF LANDS SHOWN HEREON, HEREBY CERTIFY THAT THIS PLAT OR MAP WAS MADE PURSUANT TO A SURVEY MADE BY SAID SURVEYOR AND THAT SAID SURVEY AND THIS PLAT OR MAP WERE MADE AT THE INSTANCES OF SAID OWNER AND THAT SAID SURVEY AND THIS PLAT OR MAP WERE MADE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Robert W. Easley, IV, PLS  
Surveyor Reg. No. 38795

Authorized Representative  
FLEMMING PARTNERS, LLC, Owner

Wendy Dickinson  
CITY CLERK, CITY OF HOOPER

DATE 3/16/2021

DATE 11/16/2021

DATE 5/15/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021

DATE 11/16/2021