



20211018000505460 1/9 \$46.00
Shelby Cnty Judge of Probate, AL
10/18/2021 02:08:31 PM FILED/CERT

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

THIS FOURTH AMENDMENT TO ABINGDON BY THE RIVER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 18th 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; (i) 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; (ii) as amended by 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; and (iii) as amended by the Third Amendment thereto dated as of _____, 2021 which has been recorded as Instrument # ~~20211012000505460~~ in the Office of the Judge of Probate of Shelby County, Alabama, and which has been recorded as Instrument # _____ 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 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.

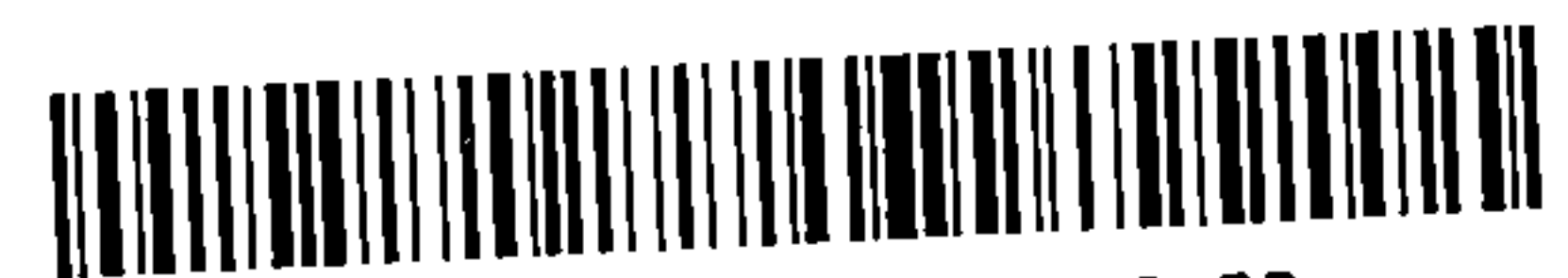
Pursuant to Section 2.02 of the Declaration, Flemming Partners, LLC desires to submit the Additional Property to all of the terms and provisions of the Declaration.

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]



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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)

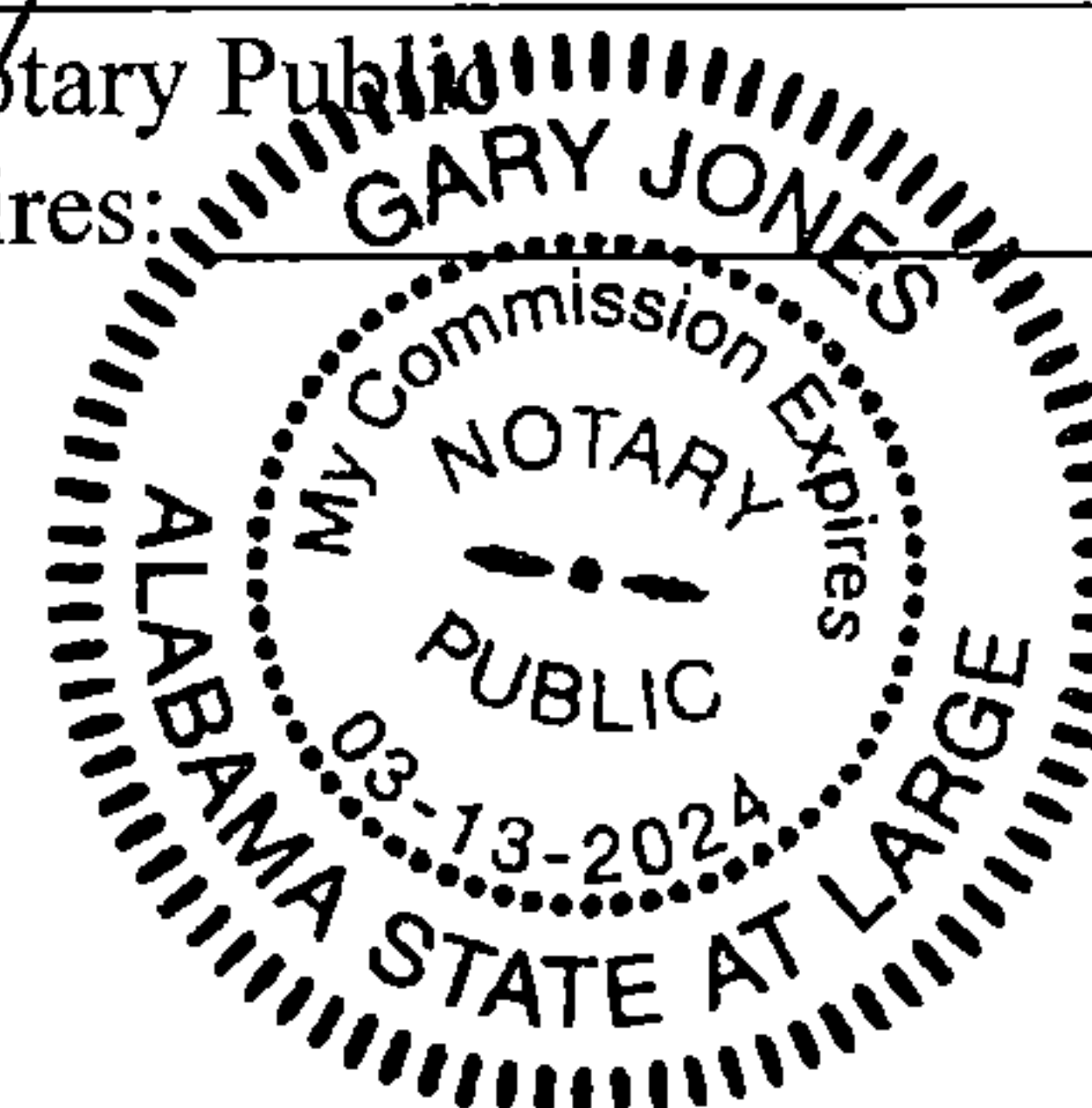
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said county, in said state, hereby certify that _____ whose name as _____ 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 16 day of OCTOBER, 2021!

[Signature]

Notary Public
My Commission Expires: _____



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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 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 _____ day of _____, 2021.

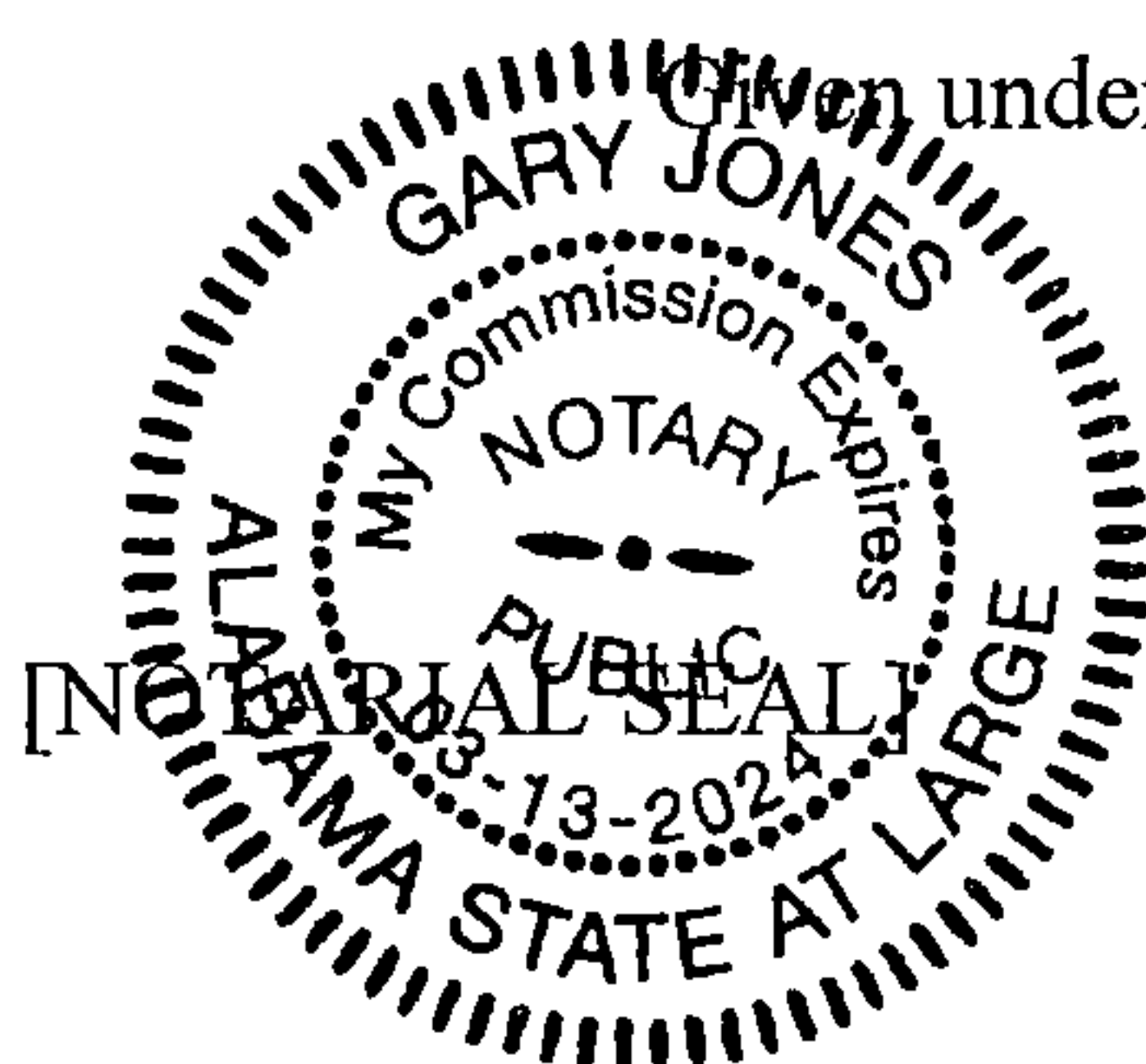
**ABINGDON BY THE RIVER
RESIDENTIAL ASSOCIATION, INC.,** an
Alabama nonprofit corporation

By: [Signature]
Printed Name: Scott Rehner
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 _____, whose name as _____ 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



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CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE (this "Consent") is made and entered into as of the ___ day of _____, 20__ 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 ("Mortgagor"), recorded on May 16, 2016 as Instrument Number 20160506000154710 in the Office of the Judge of Probate of Shelby County, Alabama; as amended thereto by (i) Instrument Number 20160616000207600 recorded on June 16, 2016 in said Probate Office, as amended thereto by (ii) Instrument Number 20171031000393830 recorded on October 31, 2017 in said Probate Office; as amended thereto by (iii) Instrument Number 20180627000228450 on June 27, 2018 in said Probate Office, and as 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 Fourth Amendment to the Abingdon by the River Declaration of Covenants, Conditions and Restrictions dated as of October 18, 2021 (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.

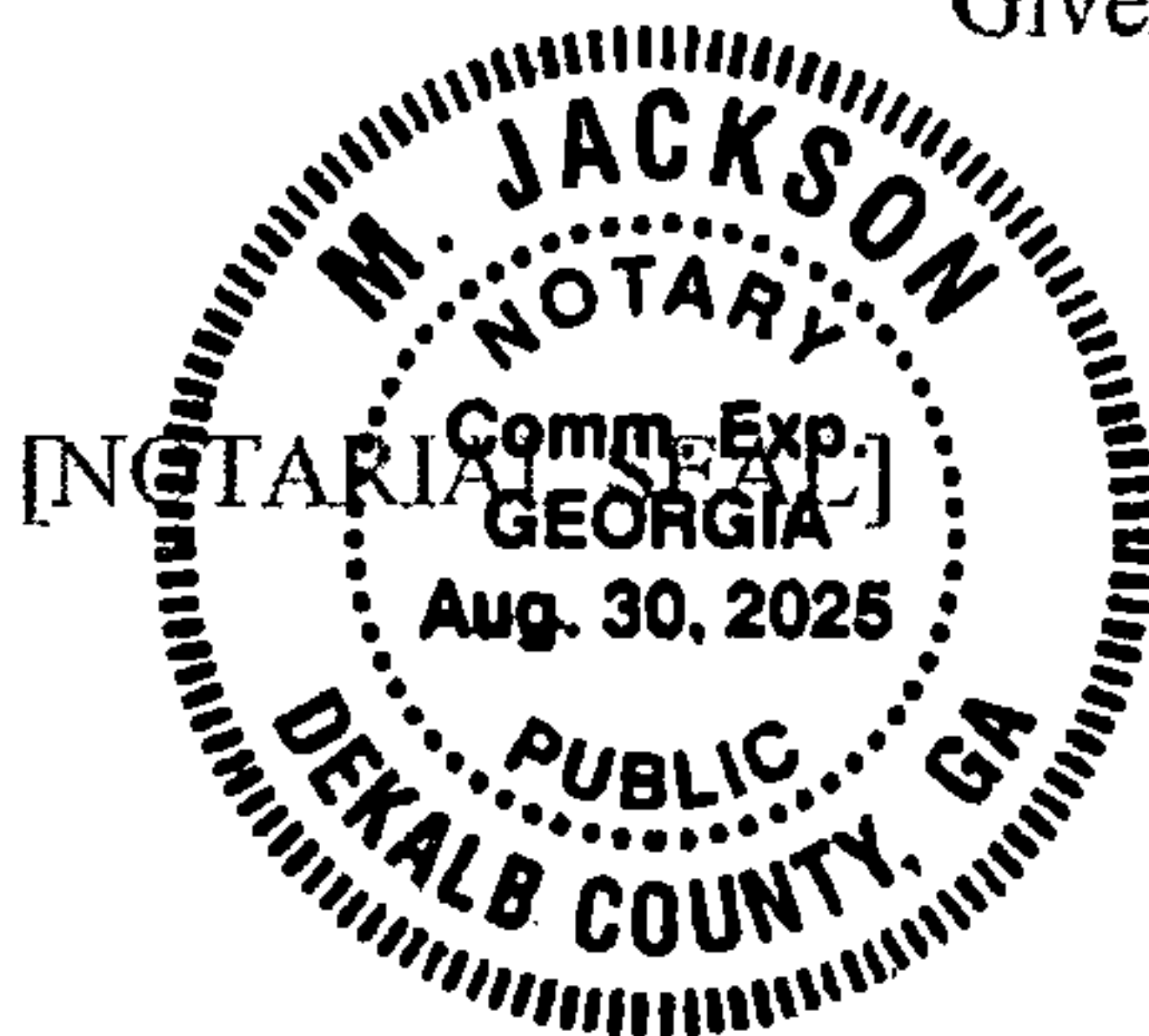
REGIONS BANK,
an Alabama corporation

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 ~~SENIOR VP~~ ALABAMA BANK

Given under my hand and seal this 14TH day of OCTOBER, 2021.




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

This instrument prepared by:
SB Dev. Corp.
3545 Market Place
Hoover, AL 35226
205 989-5588

EXHIBIT A

Legal Description of Additional Property

Final Plat of the Residential Subdivision of Abingdon by the River Phase 4, as recorded in the Office of the Judge of Probate for Shelby County, Alabama in Map Book 55, Pages 8A and 8B, and as recorded in the Office of the Judge of Probate for Jefferson County, Alabama in Map Book 51, Page 65.


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Map Book 55 Page 84

AUGUST 19, 2021

3545 MARKET STREET
HOOVER, ALABAMA 35228
(205) 969-5588

SURVEYOR: ALABAMA ENGINEERING COMPANY, INC.
1214 ALFORD AVENUE, SUITE 200
HOOVER, ALABAMA 35226
(205) 803-2161
CONTACT: BOB EASLEY

THE UNDERSIGNED, ROBERT W. EALEY, M. REGISTERED LAND SURVEYOR, STATE OF ALABAMA, AND THE UNDERSIGNED AS 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 IN THE INSTANCES OF:

BAD OWNER, THAT THIS PLAT OR MAP IS A TRUE AND CORRECT COPY OF LAND SHOWN THEREON AND KNOWN AS OR TO BE KNOWN AS GOOD LAND, AND THAT THE BOUNDARIES OF EACH LOT SHOWN ON THIS PLAT OR MAP ARE GOOD AND TRUTHFUL AND THE ANALYSIS OF THE BOUNDARIES OF EACH LOT SHOWN ON THIS PLAT OR MAP ARE TRUE AND CORRECT.

LAND LOTS NUMBER: _____ SHOWING THE STREETS, ALLEYS, AND PUBLIC GROUNDS, INCLUDING THE LENGTH, WIDTH, AND MAKE OF EACH STREET, AS WELL AS THE NUMBER OF EACH LOT AND BLOCK, ALSO SHOWING THE RELATIONS OF THE LANDS TO THE GOVERNMENT SURVEY, AND THAT NONE HAVE BEEN ASSIGNED AT ALL LOT CORNERS AND CURVE POINTS AS BROWN AND DESIGNATED BY SMALL OPEN CIRCLES ON SAID PLAT OR MAP, BAD OWNER ALSO CERTIFIES THAT IT IS THE OWNER OF SAID LANDS AND THAT SAID LANDS ARE SUBJECT TO A MORTGAGE HELD BY RECORDS BANK.

"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. Entley, IV, PLS
Burrage Reg. No. 38783

Robert W. Entley, IV

Date 9/7/2021

Robert R. R.
Authorized Representative
PLEMMING PARTNERS, LLC, Owner

Date: 9/2/2021

Edmund Dickson
CITY CLERK, CITY OF HOOVER

9/29/2021
DATE

CITY ENGINEER Chris Pearce 9/20/21
DATE

CHAIRMAN, PLANNING & ZONING

9/27/21

DATE

FLOOD ZONES ARE FROM GRAPHIC PLOTTING OF FEMA FIRM MAP NUMBER 0117C0203B WITH A REVISED DATE OF 2/20/13

UNLESS OTHERWISE SHOWN OR STATED, ALL EASEMENTS SHOWN HEREON ARE FOR STORM SEWERS, SANITARY SEWERS, PUBLIC UTILITIES, OR INGRESS AND EGRESS, AND ARE TO SERVE PROPERTY BOTH WITHIN AND WITHOUT THIS SUBDIVISION

IN ACCORDANCE WITH THE ZONING FOR THIS PARCEL, THERE IS A 15' MINIMUM FRONT SETBACK FOR ALL RESIDENTIAL LOTS WHERE THE GARAGE DOOR(S) ARE SET BACK 35 FEET OR MORE FROM THE FRONT LOT LINE. FOR FRONT ENTRY GARAGE(S) WITH GARAGE DOOR(S) LESS THAN 35 FEET FROM THE FRONT LINE, THERE IS A REQUIRED 20 FOOT FRONT SETBACK.

THE FRONT BUILDING SETBACKS LISTED ABOVE ARE THE MINIMUM REQUIRED BY THE TRACE CROSSINGS PAID FOR THE CURRENT ZONING DISTRICT TRACE CROSSINGS PID. THE COVENANTS, CONDITIONS AND RESTRICTIONS ON THE ARCHITECTURAL REVIEW COMMITTEE FOR THE SUBDIVISION MAY REQUIRE FRONT SETBACKS THAT ARE MORE RESTRICTIVE THAN THE MINIMUM SHOWN.)

ALL RECORDING REFERENCES ON THIS MAP REFER TO THE SHELBY COUNTY PROBATE OFFICE UNLESS OTHERWISE NOTED

EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO ANY FURTHER CONSTRUCTION ON THEIR LOT. SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL HOUSE LOCATION MAY NOT BE SUITABLE TO SUPPORT HOUSE ADDITION, EXISTING POOL, ETC. BEFORE ANY FURTHER CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A QUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SOIL IS SUITABLE FOR THE PROPOSED CONSTRUCTION. EACH LOT OWNER IS RESPONSIBLE FOR VERIFYING SOIL CONDITIONS PRIOR TO ANY FURTHER CONSTRUCTION ON THEIR LOT. SOIL OUTSIDE OF THE FOOTPRINT OF THE ORIGINAL HOUSE LOCATION MAY NOT BE SUITABLE TO SUPPORT HOUSE ADDITION, EXISTING POOL, ETC. BEFORE ANY FURTHER CONSTRUCTION IS PERFORMED, THE LOT OWNER SHOULD CONSULT A QUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SOIL IS SUITABLE FOR THE PROPOSED CONSTRUCTION.

ALABAMA
No. 38795
ROBERT H. ENLEY, IV

APPROVED IN FORMAT ONLY

[Signature]
DIRECTOR OF ENVIRONMENTAL SERVICES

9/6/2023
DATE

Environmental Services Department approval indicates that this document has been reviewed for provision of funding or existing sanitary sewer; however this does not mean existing sewers have been built or will be built in the future. Any changes in the Right-of-Way or Easement boundaries after this date may VOID this approval.

State of Alabama
Shelby County

1. The undersigned, a Notary Public in and for said County and State hereby certify that Robert W. Eastley, IV whose name as surety is signed to the foregoing plat, and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he executed the same voluntarily.

Given under my hand and seal this 7th day of SEPTEMBER, 2021.

5/3/2022
My Commission Expires

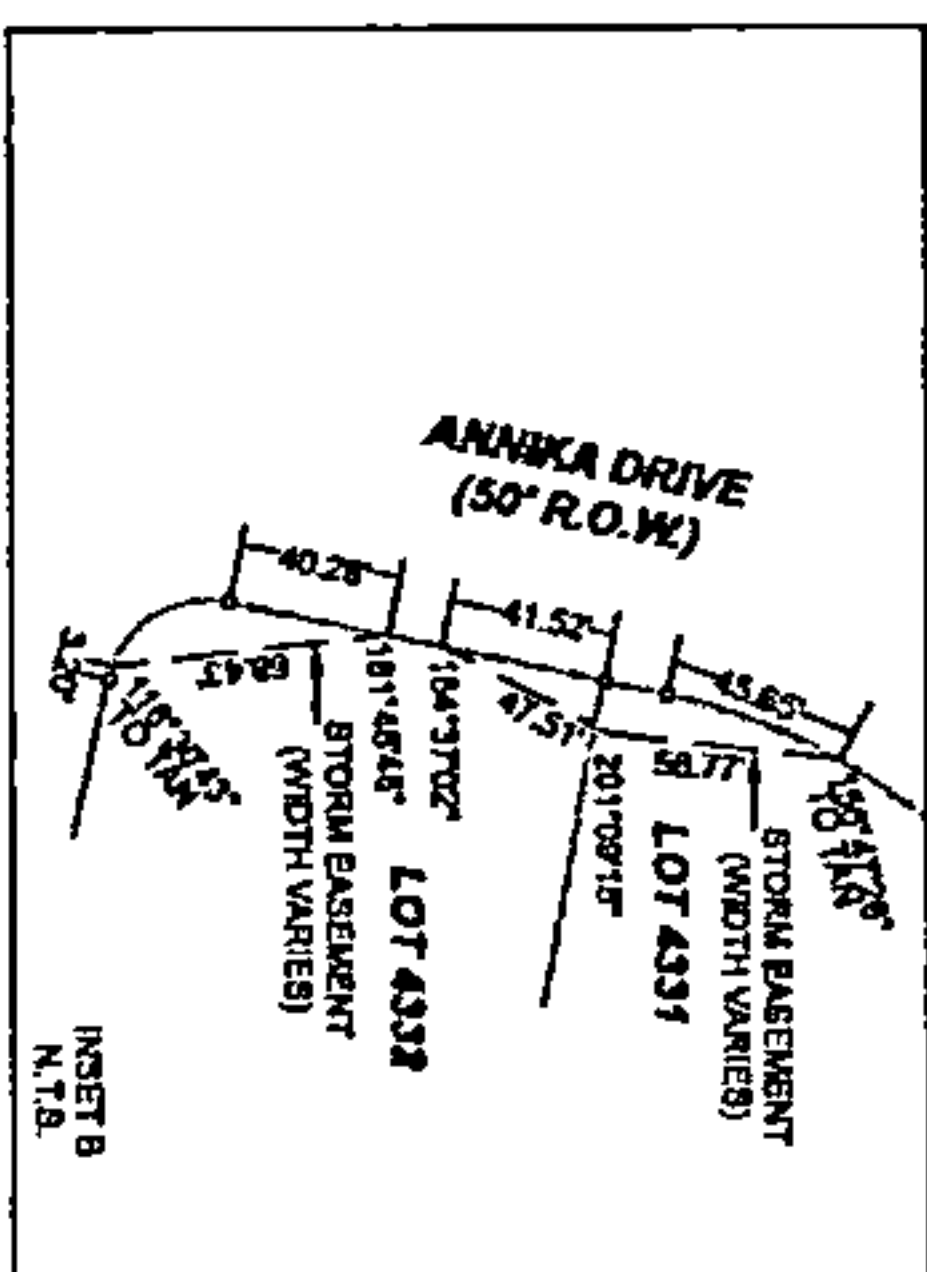
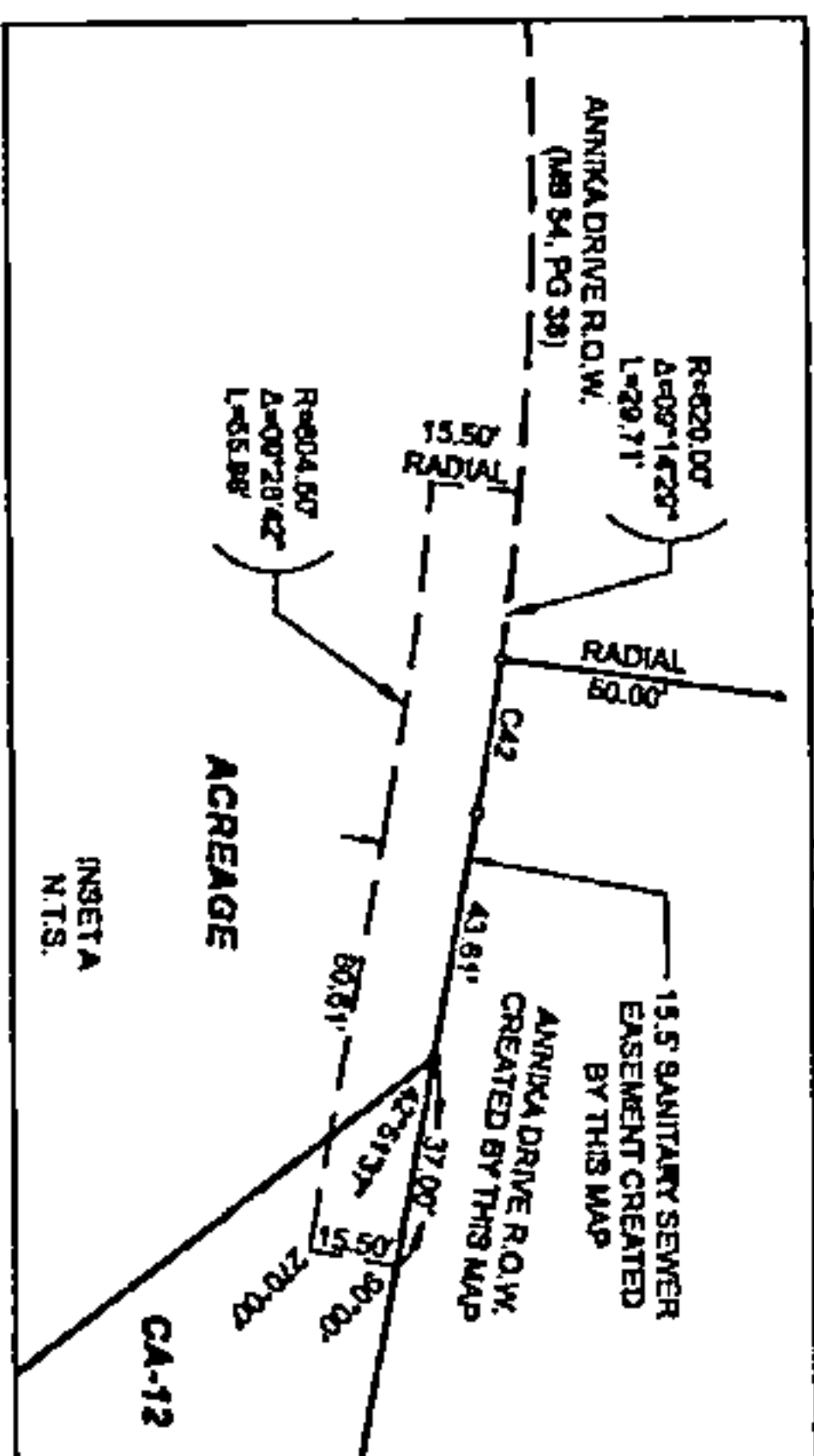
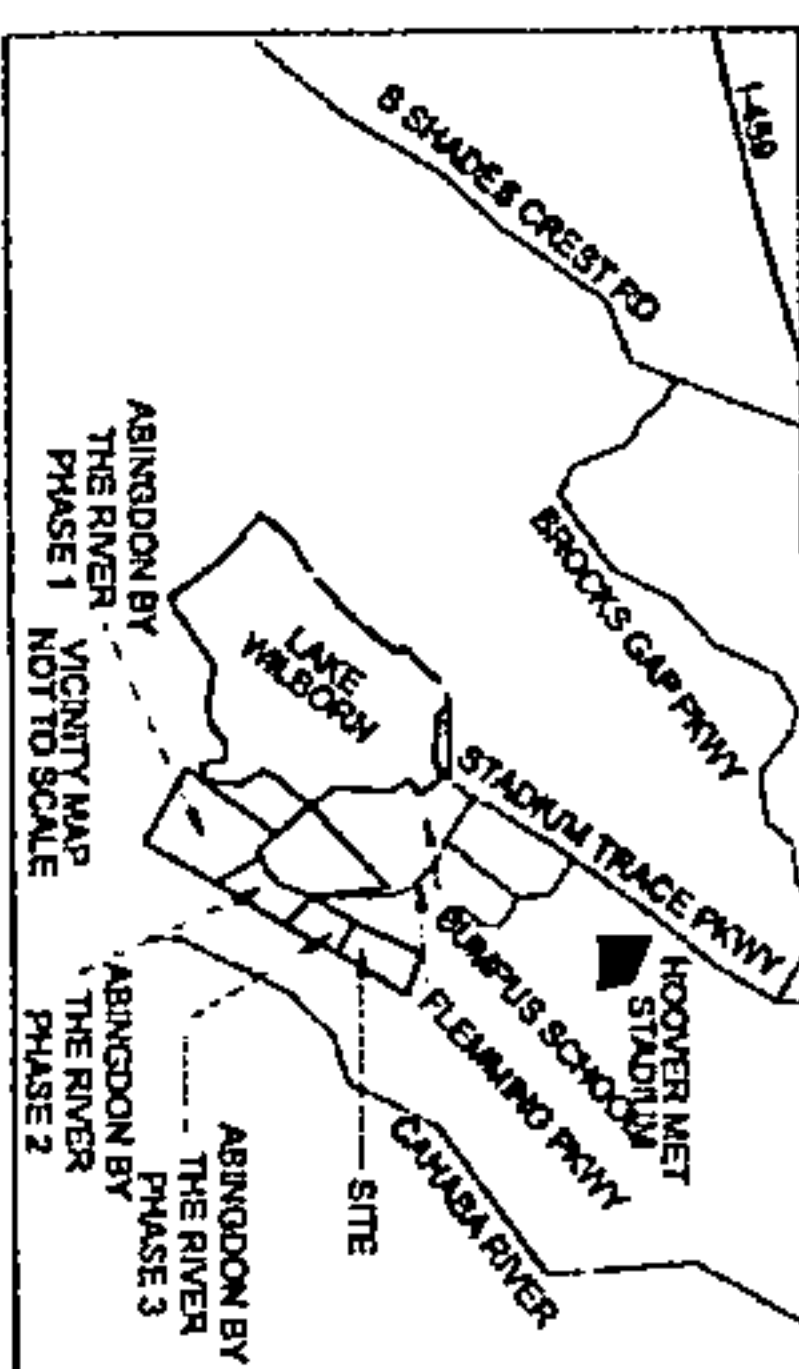
I, the undersigned, a Notary Public in and for said County and State hereby certify that whose name is signed to same as an authorized representative of Fleming Partners, LLC, is signed to the foregoing Affidavit and who is known to me, acknowledged before me on this day that, being informed of the contents thereof, he or she and with full understanding of the same voluntarily.

Scott Taylor

Given under my hand and seal this 8th day of SEPTEMBER, 2021

My Commutation Expires 5/2/2027

70210620000000000000 1/2 8103 00
Swelling Gels, Jaden of Providence, Inc.
00/20/2023 12:37:07 PM PLS00000000



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Shelby Cnty Judge of Probate, AL
10/18/2021 02:08:31 PM FILED/CERT

State of Alabama
County Jefferson

I, the undersigned, a Notary Public in and for said County and State hereby certify that Daniel Hill, whose name as SEKELU WILL STEPHENS of Region Bank is appended to the past, and who is known to me as SEKELU WILL STEPHENS, being informed of the contents of the mortgage commitment he acknowledged before me on this day that, using information of the same voluntarily for and as the act of said bank, or firm, as such officer, and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 8th day of September, 2021

Old U.S. Govt 5/13/2022

Notary Public My Commission Expires

Donis, Will DATE 9/8/2001
PLAY ACKNOWLEDGED BY
RECIPIENT BANK

County Division Code AL039
Invt. # 2021112682
Ex. 61 Pg. 65 Pages: 1 of 1
I certify this instrument filed on
BRO2021240 PAlDoc: MAPERS
Judge of Probate Jeff Co., AL
Rec: \$20.00 Clerk ALBREDEEN