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

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THIS FIFTH AMENDMENT TO ABINGDON BY THE RIVER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Amendment") is made and entered into as of the 17th day of November, 2022 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, (iii) as amended by the Third Amendment thereto dated as of October 18, 2021 which has been recorded as Instrument # 20211018000505450 in the Office of the Judge of Probate of Shelby County, Alabama and which has been recorded as Instrument # 2021120542 in the Office of the Judge of Probate of Jefferson County, Alabama, and (iv) as amended by the Fourth Amendment thereto dated as of October 18, 2021 which has been recorded as Instrument # 20211018000505460 in the Office of the Judge of Probate of Shelby County, Alabama and which has been recorded as Instrument # 2022117417 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]

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

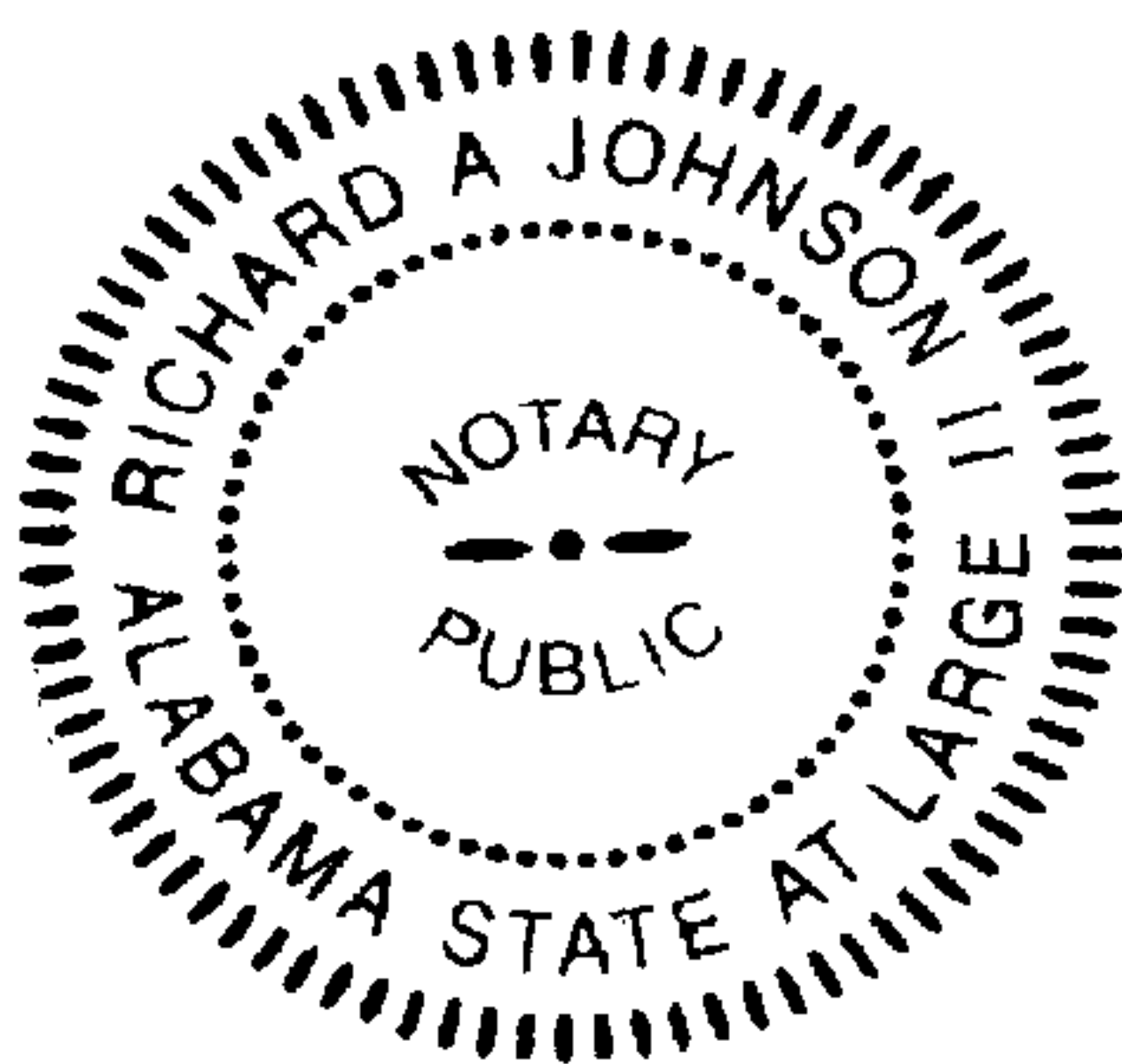
By: [Signature]  
Printed Name: Scott Rohrer  
Title: VP

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 17<sup>th</sup> day of November, 2022.



Richard A. Johnson II  
Notary Public  
My Commission Expires: 8/10/26

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 17<sup>th</sup> day of November, 2022.

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

By: [Signature]  
Printed Name: Scott Kohrer  
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 Kohrer, 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.

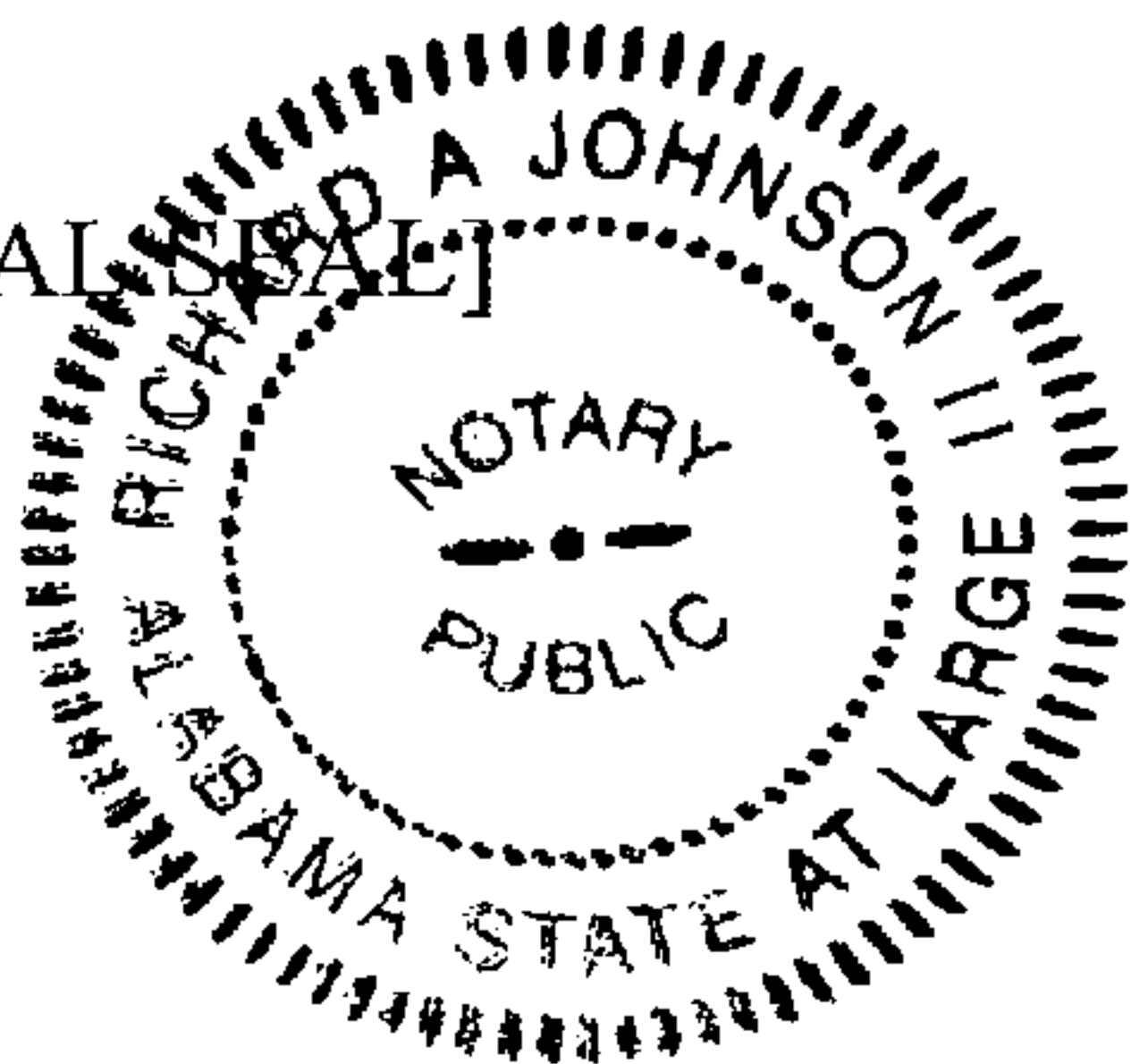
Given under my hand and official seal this 17<sup>th</sup> day of November, 2022.

Richard A. Johnson II

Notary Public

My commission expires: 8/20/26

[NOTARIAL SEAL]





**EXHIBIT A**

Legal Description of Additional Property

A parcel of land situated in the Southeast 1/4 of the Northeast 1/4 of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, being more particularly described as follows:

COMMENCE at 2 " aluminum capped pipe at the Northeast corner of Section 4, Township 20 South, Range 3 West, Shelby County Alabama, and run in an Westerly direction along the North-line of said Section for a distance of 306.55 feet; thence leaving said North-line, run S 0°56'58" W for a distance of 1801.56 feet to the POINT OF BEGINNING; thence run S 43°15'38" E for a distance of 120.00 feet; thence run S 46°44'22" W for a distance of 60.00 feet; thence run N 43°15'38" W for a distance of 5.00 feet; thence run S 46°44'22" W for a distance of 14.09 feet; thence run S 2°22'45" W for a distance of 183.99 feet; thence run S 1°28'34" E for a distance of 96.62 feet; thence run S 22°57'35" E for a distance of 97.17 feet; thence run S 66°51'54" E for a distance of 132.13 feet; thence run N 46°44'22" E for a distance of 212.19 feet; thence run N 0°39'48" W for a distance of 532.85 feet; thence run S 89°20'35" W for a distance of 12.34 feet; thence run S 89°20'12" W for a distance of 23.13 feet; thence run S 46°44'19" W for a distance of 245.00 feet; thence run N 43°15'38" W for a distance of 120.00 feet; thence run S 46°44'22" W for a distance of 60.00 feet to the POINT OF BEGINNING.

Said parcel containing 3.7 acres, more or less.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/17/2022 03:25:28 PM  
\$38.00 JOANN  
20221117000426510

*Allen S. Bayl*