

STATE OF ALABAMA)
COUNTY OF SHELBY)

**AMENDMENT NO. 1
TO THE DECLARATION AND GRANT OF COVENANTS, EASEMENTS AND
RESTRICTIONS**

THIS AMENDMENT NO. 1 TO THE DECLARATION AND GRANT OF COVENANTS, EASEMENTS AND RESTRICTIONS (this “**Amendment**”) is made and entered into as of January 12, 2024, by **Regions Bank**, as successor-in-interest to AmSouth Riverchase, Inc. (“**Regions**”), **HCR/RW HWC1, LLC**, a Delaware limited liability company (“**Parcel A-S Owner**”), and **HCC/RWV, LLC**, a Delaware limited liability company (“**Parcel B Owner**”).

RECITALS:

AmSouth Riverchase, Inc. has heretofore entered into that certain Declaration and Grant of Covenants, Easements and Restrictions dated June 1, 1994, and recorded in Instrument No. 1994-17860 in the Office of the Judge of Probate of Shelby County, Alabama (the “**Declaration**”).

Regions is the owner of the property more particularly described on Exhibit A attached hereto (“**Parcel A-N**”), Parcel A-S Owner is the owner of the real property described on Exhibit B attached hereto (“**Parcel A-S**”), and Parcel B Owner is the owner of the real property described on Exhibit C attached hereto (“**Parcel B**”).

Parcel A-N, Parcel A-S, and Parcel B is all the Property (as defined in the Declaration) and Parcel A-N Owner, Parcel A-S Owner, and Parcel B Owner are all the Owners (as defined in the Declaration).

The Owners desire to amend the Declaration pursuant to Section 8.01 of the Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby amend the Declaration as follows:

1. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.

2. Section 1.16 of the Declaration is hereby amended to read as follows:

Section 1.16. “Parking Deck Parcel” shall mean the area described on Exhibit “F” attached hereto and made a part hereof. The Parking Deck Parcel shall not be considered part of the Common Facilities and shall exclusively serve the South Building Parcel and be controlled by the Owner of the South Building Parcel. The parking deck located on Parcel A-N shall not be considered part of the Common Facilities and shall exclusively serve the Parcel A-N and be controlled by Regions.

3. Section 1.17 of the Declaration is hereby amended to read as follows:

Section 1.17. "Parking Lots" shall mean the areas located on Parcel B designated for uncovered parking to be used by Parcel B Owner; also shall mean the areas located on Parcel A-N designated for uncovered parking in the West Parking Lot, to be used by Regions and Parcel A-S Owner; also shall mean the areas located on Parcel A-N designated for uncovered parking in the East Parking Lot, to be used only by Regions; and such Parking Lots shall not be considered part of the Common Facilities and shall exclusively serve such parcel to which it is appurtenant, except that the West Parking Lot shall be a shared expense between Parcel A-S Owner and Regions as follows. Regions shall reasonably allocate such maintenance expenses for the West Parking Lot on a commercially reasonable basis based on usage of the West Parking Lot between Regions and Parcel A-S Owner, and Parcel A-S Owner shall reimburse Regions for any such expenses that are reasonably allocated to the Parcel A-S Owner within thirty (30) days of receipt of a paid invoice.

4. Section 2.01 of the Declaration is hereby amended to read as follows:

Section 2.01. Purpose. The Company hereby declares that the Property is subjected to the covenants, conditions, limitations, restrictions, reservations, easements, liens, charges, rights and privileges hereby declared, (i) to provide for the construction, installation and orderly and effective maintenance of the Common Facilities, (ii) in general, to preserve the economic value of the Property, the Parcels and any improvements constructed thereon from time to time, and (iii) to facilitate the orderly and controlled development of the Property as a first class mixed-use development in accordance with the 2023 Amendment to the Riverchase Planned Unit Development Regulations, and Conditional Use Application filed on August 14, 2023, and adopted by the City of Hoover pursuant to Ordinance Number 23-2634.

5. Pursuant to Section 3.01 of the Declaration, (i) Parcel A-N, Parcel A-S, and Parcel B are hereby designated as the Parcels for the Property and (ii) the gross buildable square feet for Parcel A-N is __, for Parcel A-S is __, and for Parcel B is ____.

6. Section 3.05 is hereby amended by adding the following sentence at the end of Section 3.05:

The Common Facilities shall not be modified from their condition in existence as of the date of this Amendment without the prior written consent of all the Owners.

7. Article Four of the Declaration is hereby amended by adding the following new Sections 4.10 and 4.11 following the end of Section 4.9:

4.10 Grant of Limited Access and Parking Easement by Regions. Regions hereby grants a non-exclusive easement for access for pedestrians and

vehicles to and from the Parking Lot located on the west side of Parcel A-N on, over, under, across and through all walkways, sidewalks, driveways, streets, and parking areas located on or adjacent to said Parking Lot for the purposes of access to parking in said parking lot, limited however, to employees only of any operator or tenant of Parcel A-S.

4.11 Bridge Easements.

(a) As used herein, the term “Bridge” means the enclosed, elevated bridge building forming a part of the South Building and connecting to the North Building, as existing on the Effective Date and including all structural or non-structural components, elements, members and materials thereof, including those used to physically join the Bridge to the North Building and provide support for such connection. For the purpose of allowing and maintaining all physical connections, interconnections and integrations between the North Building and the Bridge, and in order to facilitate the convenient use thereof, the Company does hereby grant, declare, create, establish and impose upon Parcel A-N for the benefit of Parcel A-S the following easements with respect to the Bridge:

(i) A perpetual, non-exclusive easement on, over, across and through that portion of Parcel A-N traversed or occupied by the Bridge, in an area surrounding by five (5) feet in every dimension the physical location of the Bridge on the Effective Date, for the purpose of permitting the continued existence, maintenance, repair, replacement and use of the Bridge.

(ii) A perpetual, non-exclusive easement to access such areas of the North Building as may reasonably be necessary in connection with the periodic maintenance, repair, and replacement of the Bridge and its physical connections to the North Building.

(iii) A perpetual, non-exclusive easement permitting the proper structural attachment of the Bridge to the North Building in the location existing on the Effective Date, the proper structural support thereof, and the continued existence, maintenance, repair, replacement and use of the Bridge.

(iv) A perpetual, non-exclusive easement on and over the surface of Parcel A-N in the area beneath and surrounding the span of the Bridge for all such uses and purposes as may reasonably be necessary in connection with the periodic maintenance, repair, or replacement of the Bridge.

(v) A perpetual, non-exclusive easement in, on and through the Bridge for all conduits, wires, pipes, lines, ducts or similar apparatus necessary for the transmission of utility or other services between the North Building and the South Building in substantially the form existing on the Effective Date.

(b) Parcel A-S Owner shall be solely responsible for the operation, management, maintenance, repair and replacement of the Bridge, including the maintenance and repair of all connecting elements or systems attaching the Bridge

to the North Building. All costs and expenses from time to time incurred in connection with such operation, management, maintenance, repair and replacement of the Bridge, including any insurance costs, shall be borne by Parcel A-S Owner.

(c) Parcel A-S Owner does hereby grant, declare, create, establish and impose a limited access easement for the purpose of allowing occupants and guests of the North Building to visit any food service or other general amenity available in the Bridge to occupants and guests of the North Building and the South Building; provided, however, that such easement shall not be deemed to create any right of access to, or any right of pedestrian circulation through, those portions of the South Building not comprising a portion of the Bridge, or those portions of the Bridge that might be used for non-public purposes. Parcel A-S Owner shall at all times retain the right to restrict access to those portions of the South Building not forming a part of the Bridge and those portions of the Bridge that might be used for non-public purposes. Under no circumstance shall the Bridge be deemed a Common Facility.

8. Section 4.8 of the Declaration is hereby deleted.

9. The first sentence of Section 5.01 of the Declaration is hereby amended to read as follows:

Each Owner shall maintain its Parcel, together with the exterior of all improvements and Common Facilities thereon, in an overall condition compatible with the following types of developments in the Birmingham, Alabama Area (the “**Comparable Developments**”): (i) in the case of Parcel A-N, other first-class office developments; (ii) in the case of Parcel A-S, other first-class outpatient medical office buildings with ancillary uses, such as ambulatory surgery center, diagnostic imaging center, and related uses in each case; and (iii) in the case of Parcel B, other first-class mixed-use developments with urban-style residential and commercial areas. Notwithstanding the foregoing, the Owners recognize that some of the foregoing uses will require the prior written approval of the Riverchase Business Association.

10. Section 5.02 of the Declaration is hereby amended to read as follows:

Each Owner shall maintain and keep in a clean and orderly condition all portions of the Common Facilities located on such Owner’s Parcel in an overall condition compatible with other Comparable Developments and shall provide other services and insurance coverage in types and amounts compatible with other Comparable Developments, including without limitation, hazard, and liability coverage.

11. Pursuant to Section 11.09 of the Declaration, Regions has conveyed all the Common Facilities located on Parcel A-S to Parcel A-S Owner and all the Common Facilities located on Parcel B to Parcel B Owner and Parcel A-S Owner and Parcel B Owner hereby assume all obligations of the Company under the Declaration with respect to Parcel A-S and Parcel B, respectively.

12. Full Force and Effect. Except as otherwise modified and amended herein, all the terms and provisions of the Declaration shall remain in full force and effect.

13. Counterparts. This Amendment may be executed in two or more separate counterparts, each of which, when so executed and delivered, shall constitute an original, and such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, constituting all the Owners of the Property, have executed this Amendment as of the date first set forth above.

Regions Bank

By: Brett D Couch

Printed Name: BRETT D. COUCH

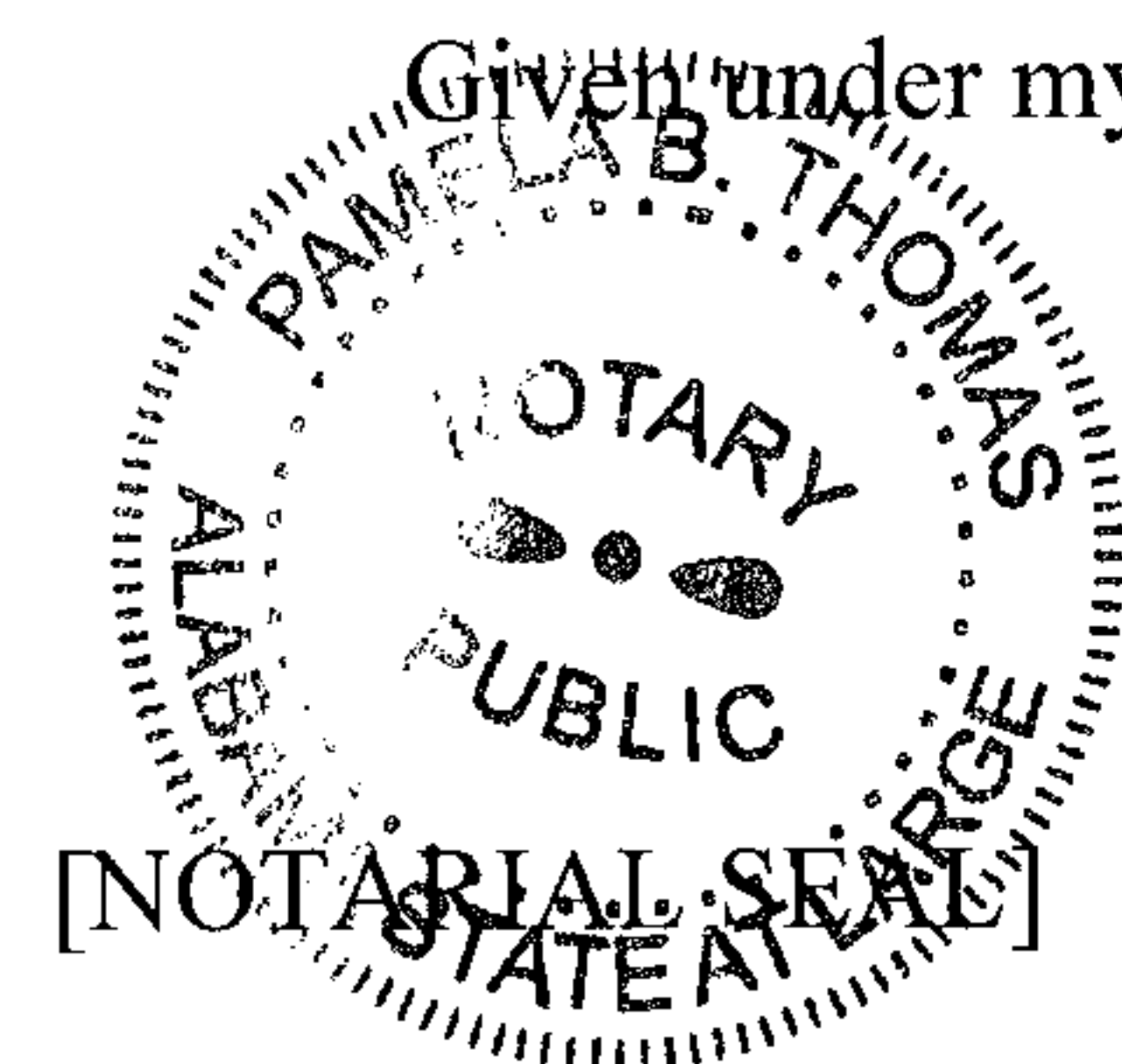
Title: SR EXEC VP

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Brett D. Couch, whose name as SR. Exec. VP of Regions Bank, an Alabama 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 instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 12 day of January, 2024.



Pamela B. Thomas
Notary Public

My commission expires: _____
MY COMMISSION EXPIRES SEPTEMBER 22, 2025

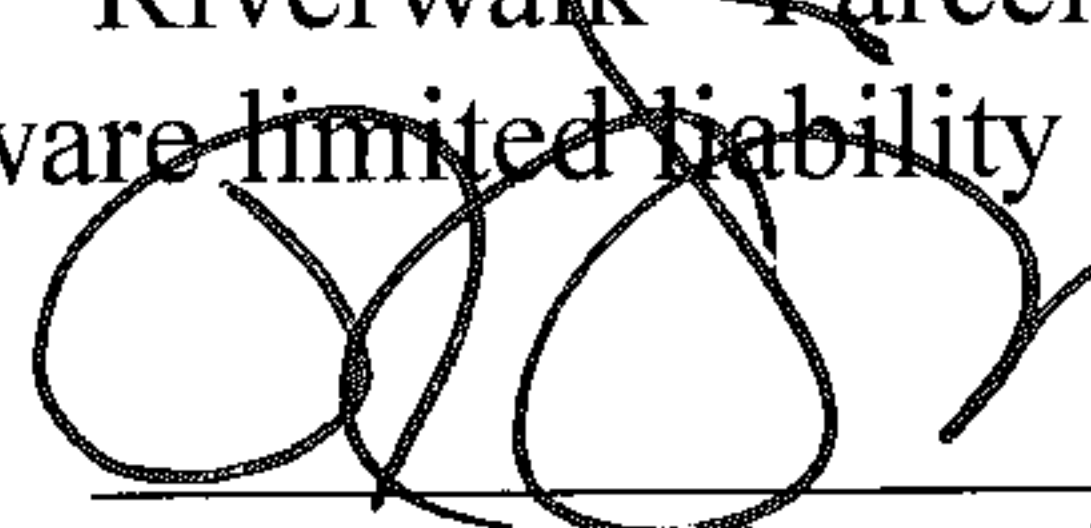
[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned, constituting all the Owners of the Property, have executed this Amendment as of the date first set forth above.

“PARCEL A-S OWNER:”

HCR/RW HWC1, LLC

By: Riverwalk Parcel A Holdings, LLC, a Delaware limited liability company, its sole member

By: 
Robert A. Simon, Its Manager

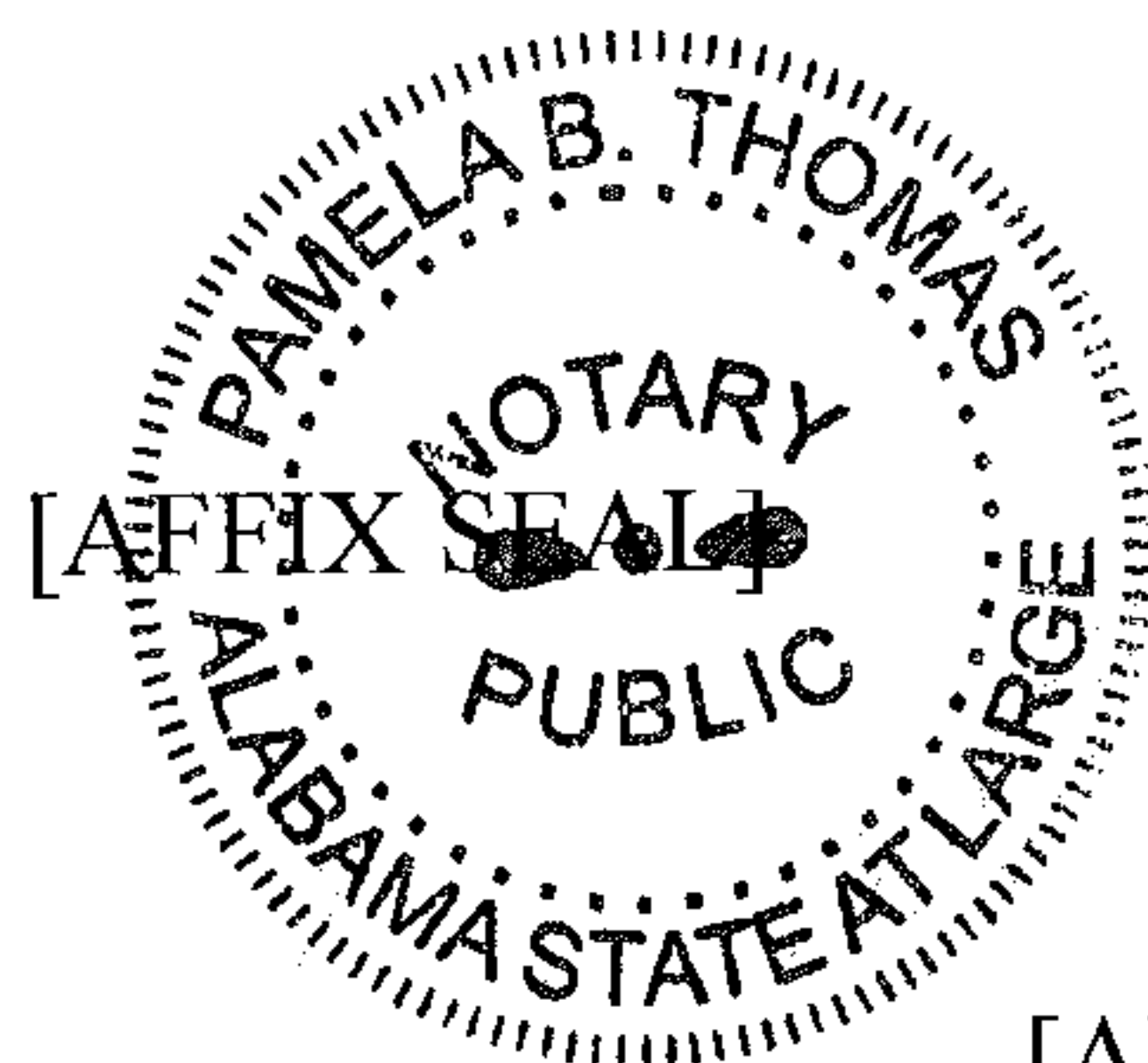
By: 
James T. Holloway, Its Manager

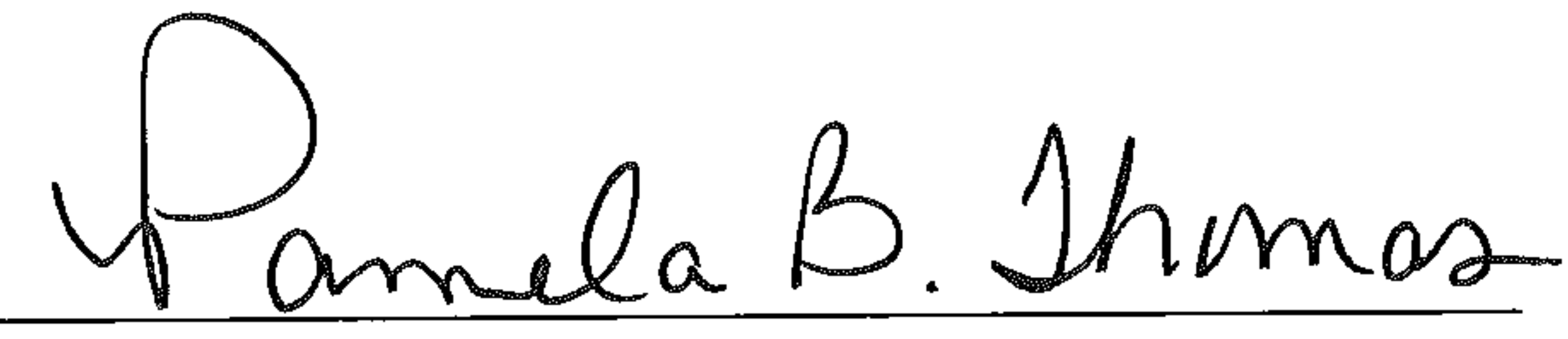
STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Robert A. Simon and James T. Holloway, whose names as Managers of Riverwalk Parcel A Holdings, LLC, a Delaware limited liability company, in its capacity as sole member of HCR/RW HWC1, LLC, a Delaware limited liability company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Managers and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as sole member as aforesaid.

Given under my hand and official seal this 12 day of January, 2024.





Notary Public

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 22, 2025

[ADDITIONAL SIGNATURE PAGES TO FOLLOW]

“PARCEL B OWNER:”

HCC/RWV, LLC

By: Riverwalk Parcel B Holdings, LLC, a
Delaware limited liability company, its sole member

By: 
Robert A. Simon, Its Manager

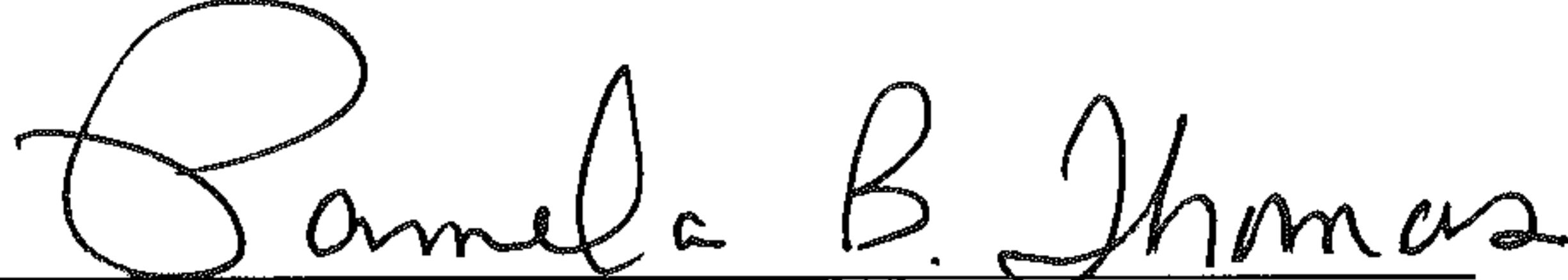
By: 
James T. Holloway, Its Manager

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said County and State, hereby certify that Robert A. Simon and James T. Holloway, whose names as Managers of Riverwalk Parcel B Holdings, LLC, a Delaware limited liability company, in its capacity as sole member of HCC/RWV, LLC, a Delaware limited liability company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Managers and with full authority, executed the same voluntarily for and as the act of said company, acting in its capacity as sole member as aforesaid.

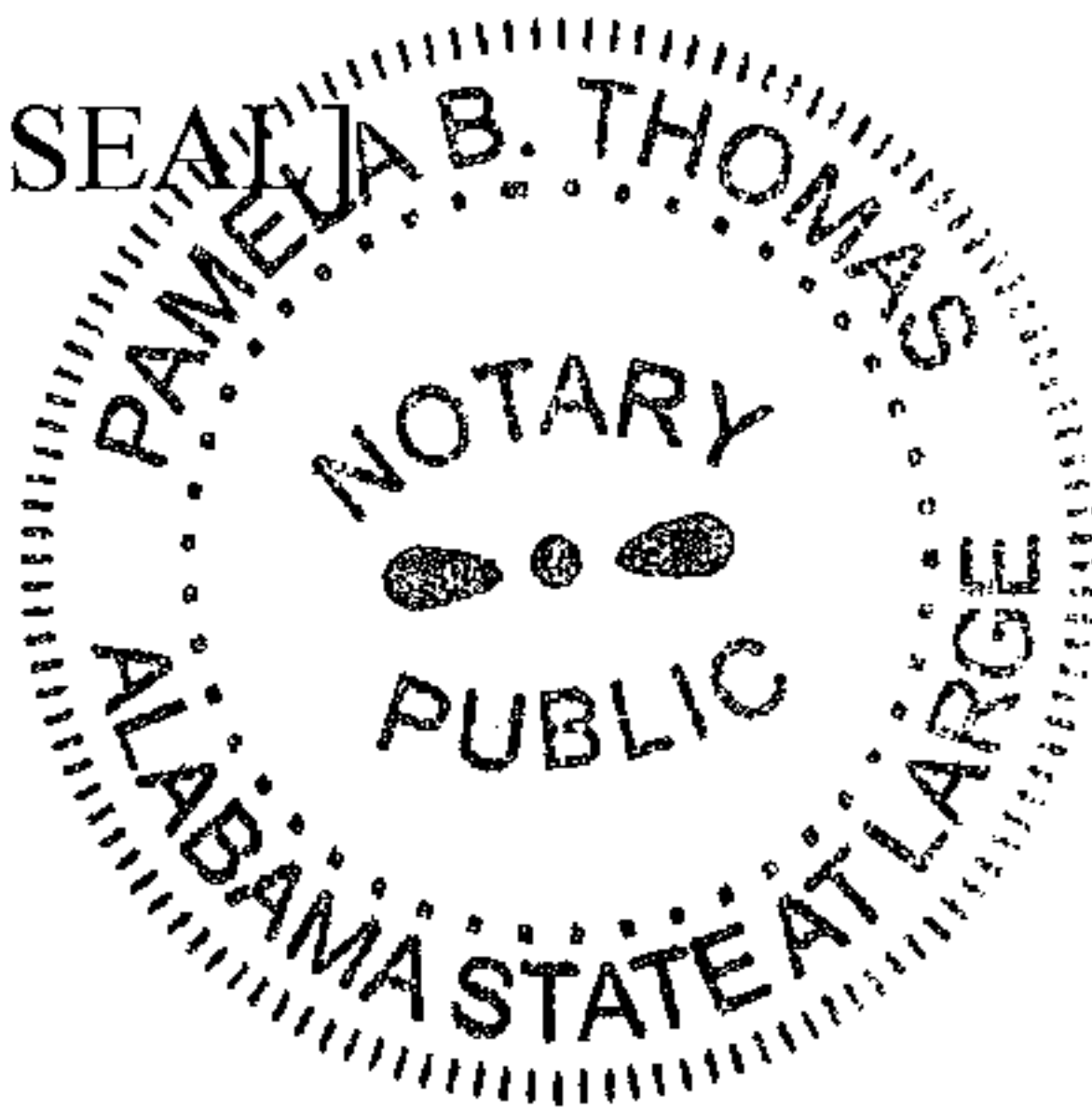
Given under my hand and official seal this 12 day of January, 2024.



Notary Public

My Commission Expires: MY COMMISSION EXPIRES SEPTEMBER 22, 2025

[AFFIX SEAL]



**EXHIBIT A TO AMENDMENT NO. 1 TO THE DECLARATION AND GRANT OF
COVENANTS, EASEMENTS AND RESTRICTIONS**

[Legal Description of Parcel A-N]

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to the Point of Beginning; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to a point; thence run S 78°00'41" W, 34.78 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run S 78°00'29" W, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run S 78°00'41" W, 18.70 feet to a point; thence run N 05°58'18" W, 3.98 feet to a point; thence run S 78°01'44" W, 136.10 feet to a point; thence run N 11°34'32" W, 124.85 feet to a point; thence run N 77°57'56" E, 159.90 feet to a point; thence run N 17°34'46" W, 111.63 feet to a point; thence run S 82°58'11" W, 789.32 feet to a point lying on a 291.64-foot radius curve concave Northwesterly and the Southerly right-of-way line of Parkway Office Circle; thence run along said Southerly right-of-way line the following five (5) courses: thence Northeasterly along the arc of said curve, 146.33 feet to a point (chord bears N 42°48'49" E, 144.80 feet); thence N 28°25'27" E, 139.14 feet to a point lying on a 470.00-foot radius curve concave Southeasterly; thence Northeasterly along the arc of said curve 414.50 feet to a point (chord bears N 53°39'07" E, 401.19 feet); thence N 78°53'55" E, 387.73 feet to the PC of a 280.00-foot radius curve concave Northwesterly; thence run Northeasterly along the arc of said curve, 361.33 feet to a point (chord bears N 41°55'58" E, 336.77 feet); thence departing said Southerly right-of-way line, run N 79°44'36" E, 99.37 feet to the Point of Beginning.

Said described land lying and being situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 16.07 acres (699,796.12 S.F.), more or less.

**EXHIBIT B TO AMENDMENT NO. 1 TO THE DECLARATION AND GRANT OF
COVENANTS, EASEMENTS AND RESTRICTIONS**

[Legal Description of Parcel A-S]

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to a point; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to the Point of Beginning; thence continue S 05°58'18" E, 213.10 feet to a point; thence run S 89°58'02" E, 119.69 feet to a point; thence run S 00°12'00" W, 240.34 feet to a point; thence run N 90°00'00" W, 142.24 feet to a point; thence run N 00°05'17" E, 54.64 feet to a point; thence run S 89°55'27" W, 77.07 feet to a point; thence run S 00°03'24" W, 52.99 feet to a point; thence run N 90°00'00" W, 162.31 feet to a point; thence run S 00°00'00" E, 16.51 feet to a point; thence run S 82°58'57" W, 44.77 feet to a point; thence run S 07°01'03" E, 59.77 feet to a point; thence run S 83°00'21" W, 368.32 feet to a point; thence run N 06°59'39" W, 250.18 feet to a point; thence run N 82°58'36" E, 373.58 feet to a point; thence run N 00°11'29" W, 71.20 feet to a point; thence run S 89°58'02" E, 217.72 feet to a point; thence run N 05°58'18" W, 190.55 feet to a point; thence run N 78°00'41" E, 18.70 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run N 78°00'29" E, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run N 78°00'41" E, 34.78 feet to the Point of Beginning.

Said described land lying and being situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 4.95 acres (215,435.91 S.F.), more or less.

**EXHIBIT C TO AMENDMENT NO. 1 TO THE DECLARATION AND GRANT OF
COVENANTS, EASEMENTS AND RESTRICTIONS**

[Legal Description of Parcel B]

Lot 2 of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama.

Said described land lying and being situated in Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 4.46 acres (194,236.03 S.F.), more or less.

AND ALSO:

Lot 1 of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama.

LESS & EXCEPT:

Parcel A-N, being more particularly described as follows:

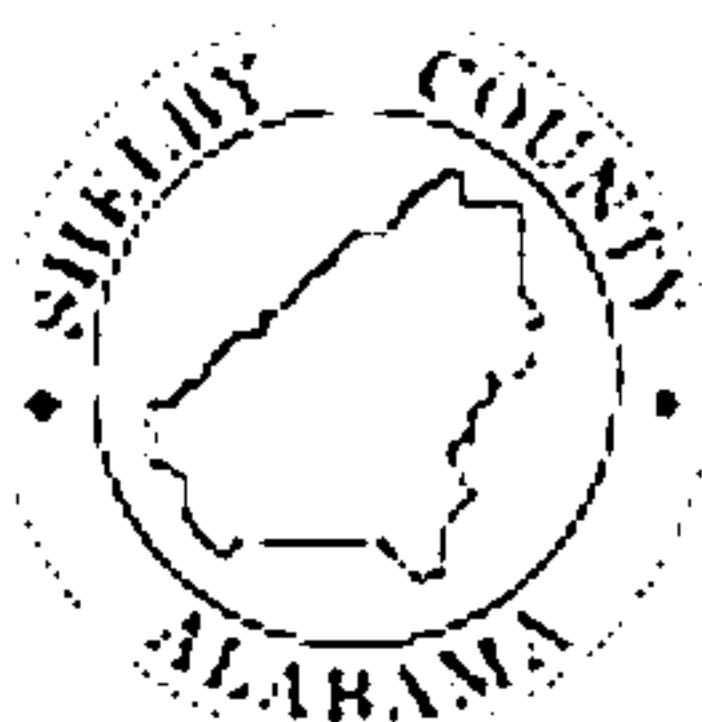
Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to the Point of Beginning; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to a point; thence run S 78°00'41" W, 34.78 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run S 78°00'29" W, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run S 78°00'41" W, 18.70 feet to a point; thence run N 05°58'18" W, 3.98 feet to a point; thence run S 78°01'44" W, 136.10 feet to a point; thence run N 11°34'32" W, 124.85 feet to a point; thence run N 77°57'56" E, 159.90 feet to a point; thence run N 17°34'46" W, 111.63 feet to a point; thence run S 82°58'11" W, 789.32 feet to a point lying on a 291.64-foot radius curve concave Northwesterly and the Southerly right-of-way line of Parkway Office Circle; thence run along said Southerly right-of-way line the following five (5) courses: thence Northeasterly along the arc of said curve, 146.33 feet to a point (chord bears N 42°48'49" E, 144.80 feet); thence N 28°25'27" E, 139.14 feet to a point lying on a 470.00-foot radius curve concave Southeasterly; thence Northeasterly along the arc of said curve 414.50 feet to a point (chord bears N 53°39'07" E, 401.19 feet); thence N 78°53'55" E, 387.73 feet to the PC of a 280.00-foot radius curve concave Northwesterly; thence run Northeasterly along the arc of said curve, 361.33 feet to a point (chord bears N 41°55'58" E, 336.77 feet); thence departing said Southerly right-of-way line, run N 79°44'36" E, 99.37 feet to the Point of Beginning.

AND ALSO LESS & EXCEPT:

Parcel A-S, being more particularly described as follows:

Commence at a 1/2" Rebar lying on the West right-of-way line of Interstate 65 and the Northeast corner of Lot 1, of AmSouth Riverchase, as per plat recorded in Map Book 18, Page 83 in the Office of the Judge of Probate of Shelby County, Alabama; thence departing said West right-of-way line, run along the North line of said Lot 1, S 79°44'36" W, 901.61 feet to a point; thence departing said North line run S 16°59'38" E, 232.86 feet to a point; thence run N 73°08'48" E, 25.87 feet to a point; thence run S 16°58'12" E, 84.39 feet to a point; thence run N 72°55'32" E, 217.17 feet to a point; thence run S 17°06'45" E, 91.28 feet to a point; thence run N 72°58'01" E, 157.37 feet to a point; thence run S 17°03'54" E, 154.89 feet to a point; thence run S 73°00'47" W, 608.87 feet to a point; thence run S 17°16'27" E, 269.90 feet to a point; thence run S 77°53'09" W, 319.67 feet to a point; thence run S 05°58'18" E, 4.05 feet to the Point of Beginning; thence continue S 05°58'18" E, 213.10 feet to a point; thence run S 89°58'02" E, 119.69 feet to a point; thence run S 00°12'00" W, 240.34 feet to a point; thence run N 90°00'00" W, 142.24 feet to a point; thence run N 00°05'17" E, 54.64 feet to a point; thence run S 89°55'27" W, 77.07 feet to a point; thence run S 00°03'24" W, 52.99 feet to a point; thence run N 90°00'00" W, 162.31 feet to a point; thence run S 00°00'00" E, 16.51 feet to a point; thence run S 82°58'57" W, 44.77 feet to a point; thence run S 07°01'03" E, 59.77 feet to a point; thence run S 83°00'21" W, 368.32 feet to a point; thence run N 06°59'39" W, 250.18 feet to a point; thence run N 82°58'36" E, 373.58 feet to a point; thence run N 00°11'29" W, 71.20 feet to a point; thence run S 89°58'02" E, 217.72 feet to a point; thence run N 05°58'18" W, 190.55 feet to a point; thence run N 78°00'41" E, 18.70 feet to a point; thence run S 11°57'31" E, 13.17 feet to a point; thence run N 78°00'29" E, 54.17 feet to a point; thence run N 11°57'31" W, 13.17 feet to a point; thence run N 78°00'41" E, 34.78 feet to the Point of Beginning.

Said described land lying and being situated in Sections 19, 20, & 30, Township 19 South, Range 2 West, Shelby County, Alabama, and contains 70.79 acres (3,083,794.38 S.F.), more or less.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 01/18/2024 08:29:30 AM
 \$56.00 JOANN
 20240118000013030

Allen S. Bayl