

THIS INSTRUMENT PREPARED BY,
AND UPON RECORDATION, RETURN TO:

ASHLEY HUGUNINE
BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC
1901 SIXTH AVENUE NORTH, SUITE 2600
BIRMINGHAM, AL 35203

STATE OF ALABAMA)
)
SHELBY COUNTY)

**SECOND AMENDMENT TO AGREEMENT OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS**

This SECOND AMENDMENT TO AGREEMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (this “Amendment”) is made effective as of the 25th day of June, 2024, by CYGNUS BHAM, LLC, a Georgia limited liability company (“Declarant”), as successor declarant to Rushmore Lee Branch, LLC.

RECITALS:

WHEREAS, Declarant is the owner in fee simple of that certain real property located in the City of Hoover, Shelby County, Alabama, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Shopping Center Tract”), which is part of the shopping center known as “The Village at Lee Branch Phase II”;

WHEREAS, as of the date of this Amendment, the Shopping Center Tract and other real property are subject to: (i) that certain Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated June 21, 2004 being filed of record in the Probate Office of Shelby County, Alabama on June 24, 2004 under Instrument No. 20040624000345530 (“Original Declaration”); and (ii) that certain First Amendment to Agreement of Covenants, Conditions and Restrictions and Grant of Easements dated September 3, 2013 and recorded on September 13, 2013 under Instrument No. 20130913000372210 (the documents referred to in clauses (i) and (ii) of this Recital being collectively referred to in this Amendment as the “Declaration”); and

WHEREAS, Declarant desires to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and covenants contained in this Amendment, Declarant hereby covenants and agrees as follows:

AGREEMENT:

1. **Definitions.** Capitalized terms in this Amendment not defined herein shall have the same meaning as in the Declaration.

2. Prohibited Uses. The first sentence of Section A of Exhibit D to the Original Declaration is deleted in its entirety and shall be replaced with the following:

“No portion of the Pads may be sold, leased, occupied or used for any of the following prohibited uses or operations that produce or are accompanied by the following characteristics:”

3. No Further Amendments. Except as amended by this Amendment, the Declaration remains unchanged and in full force and effect pursuant to the terms therein. If there is any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control.

4. Recordation. All recording references in this Amendment are to and this Amendment shall be recorded in the Shelby County Probate Office for the purpose of providing notice to the public, including without limitation, any and all current and future owners, tenants or occupants of the Shopping Center Tract and the Pads and any and all other parties affected by the Declaration.

5. Severability. The invalidation of any one of the covenants, conditions, restrictions or other provisions herein contained by judgment or court order shall in no way affect the remaining covenants, restrictions or other provisions hereof, and the same shall remain in full force and effect.

6. Agreement Runs With The Land. Both the benefits and the burdens of all covenants and restrictions established by this Amendment shall run with and bind the lands described herein and shall be binding upon and inure to the benefit of any and all owners thereof and their respective tenants, heirs, successors and assigns.

7. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Alabama.

[Remainder of page left intentionally blank]

[Signatures on following page]

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

DECLARANT:

CYGNUS BHAM, LLC,
a Georgia limited liability company

By: *[Signature]*
Name: John Lyons
Its: Authorized Signer

STATE OF Georgia
COUNTY OF Paulding

John Lyons, I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Authorized Signer of CYGNUS BHAM, LLC, a Georgia limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act, and as a free and voluntary act of said company, for the uses and purposes therein set forth.

Given under my hand and seal this, the 25 day of June, 2024.

[Signature]
Notary Public

My commission expires: 9/25/25

[NOTARIAL SEAL]

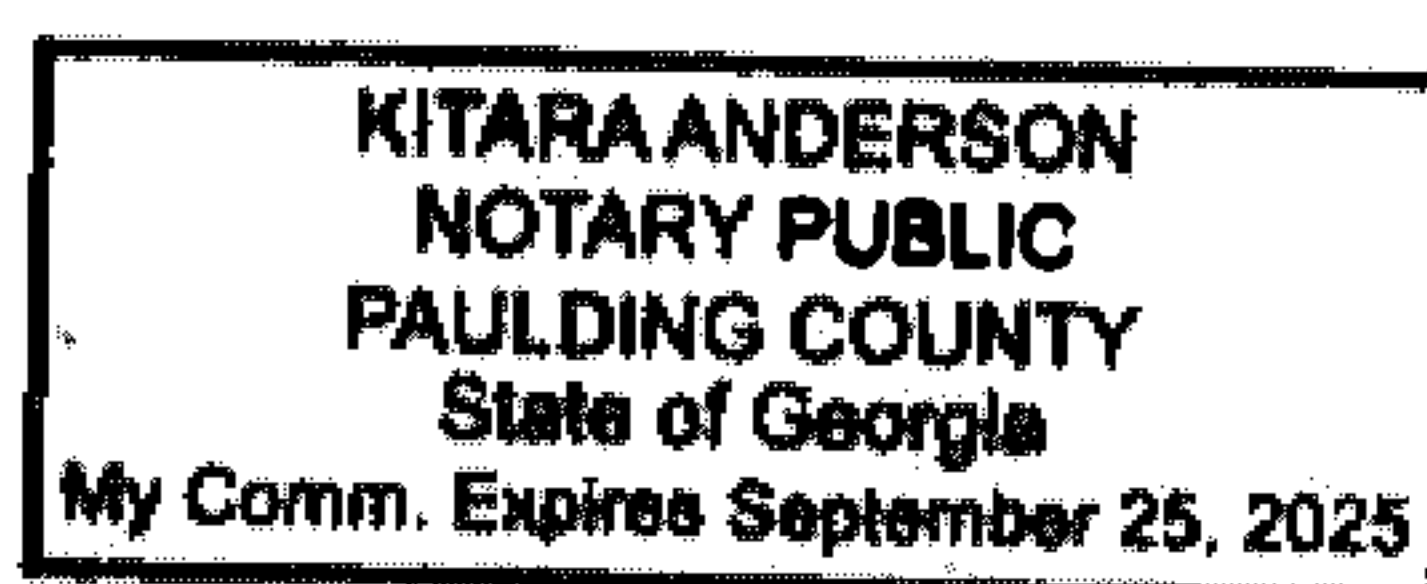
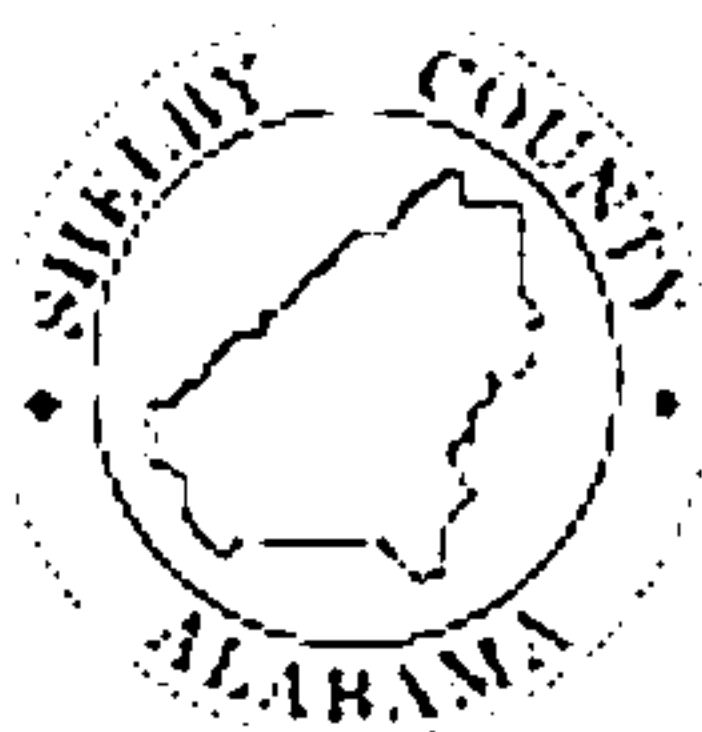


EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER TRACT

Lot 1 of The Village at Lee Branch Sector 1 – Phase 2, as recorded in Map Book 33, Page 58, being a re-subdivision of Lot 5A of The Village at Lee Branch Sector 1 – Revision 1, as recorded in Map Book 31, Page 130A and 130B, in the Probate Office of Shelby County, Alabama.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/16/2024 08:37:51 AM
\$32.00 JOANN
20240716000215460

Allen S. Bayl