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THIS INSTRUMENT PREPARED BY:

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Hand Arendall LLC

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Bk: LR7405 Pg:128

Document Type:

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Mobile County, Alabama

Bk: LR7405 Pg:128

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Don Davis, Probate Judge

Deed Tax : \$0.00

Mortgage Tax: \$0.00

Mineral Tax : \$0.00

No Tax : \$0.00

Judge Fee : \$0.00

SR Fee: \$2.00

Surcharge Fee: \$0.00

Recording Fee: \$13.50

Total : \$15.50

2016040116

Bk: LR7405 Pg:128

STATE OF ALABAMA:

COUNTY OF MOBILE:

**FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS
AND RESTRICTIONS OF CHESAPEAKE SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made this 21st day of July, 2016 (the "Effective Date"), by Chesapeake Development, LLC, an Alabama limited liability company ("Declarant").

Recitals:

Declarant is the developer of Chesapeake Subdivision (the "Subdivision"), according to the plat thereof recorded at Map Book 130, Page 5 in the Office of the Judge of Probate of Mobile County, Alabama (the "Records"). Declarant subjected the Subdivision to that certain Declaration of Conditions, Covenants and Restrictions for Chesapeake Subdivision recorded at Book LR7151, Page 649 in the Records (the "Declaration");

Declarant is the owner of that certain property shown on the plat recorded at Map Book 134, Page 36 in the Records (the "Unit 2 Plat"), which is "Additional Property" as defined in the Declaration. Section 10.02 of the Declaration permits Declarant to amend the Declaration to annex any or all of the Additional Property (as that term is defined in the Declaration), which includes all of the property shown on the Unit 2 Plat (the "Unit 2 Property").

Declarant desires to amend the Declaration in accordance with the terms and conditions hereof.

Agreement:

NOW THEREFORE, Declarant, as the Declarant and as the owner of the Unit 2 Property, hereby amends the Declaration as follows:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.

3. Annexation of Unit 2 Property. The Unit 2 Property, including any improvements located thereon and hereafter constructed, is hereby annexed and subjected to the provisions of the Declaration, and such property shall be held, sold, transferred, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, and terms set forth in the Declaration, as amended hereby. Upon the recording of this Amendment in the Records, each lot shown on the Unit 2 Plat shall be a "Lot" and all common areas shown on the Unit 2 Plat shall be "Common Area," as those terms are defined in the Declaration.

4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

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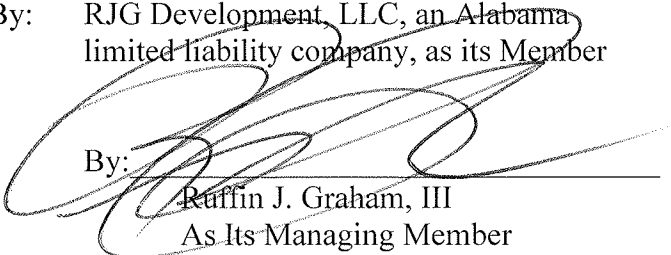
IN WITNESS WHEREOF, Declarant has executed this Amendment by and through its duly authorized representative as of the date first set forth above.

DECLARANT:

CHESAPEAKE DEVELOPMENT, LLC, an
Alabama limited liability company

By: RJG Development, LLC, an Alabama
limited liability company, as its Member

By:


Ruffin J. Graham, III

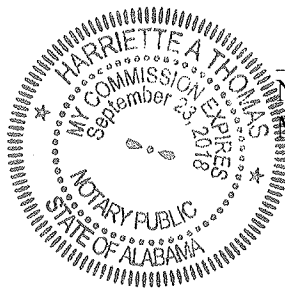
As Its Managing Member

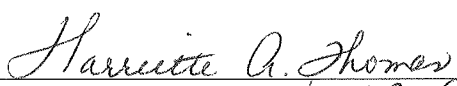
STATE OF ALABAMA :
COUNTY OF MOBILE :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Ruffin J. Graham, III, whose name as Managing Member of RJG Development, LLC, an Alabama limited liability company, acting in its capacity as a Member of Chesapeake Development, LLC, an Alabama limited liability company, 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 Managing Member and with full authority, executed the same voluntarily as and for the act of said RJG Development, LLC, acting in its capacity as a Member of said Chesapeake Development, LLC, on the day the same bears date.

Given under my hand and official notarial seal this the 22nd day of July, 2016.

{SEAL}




NOTARY PUBLIC *State of AL @ Large*
My Commission Expires: 9-23-2018

MORTGAGEE'S CONSENT AND SUBORDINATION

CENTURY BANK ("Secured Lender"), the mortgagee under that certain mortgage, executed by Chesapeake Development, LLC, an Alabama limited liability company, dated January 29, 2015, and recorded in Book LR7228, Page 1534 of the Office of the Judge of Probate of Mobile County, Alabama, as modified by that certain modification to mortgage recorded at Book LR7299, Page 964 (collectively, the "Mortgage"), does hereby consent to the recording of this Amendment and does further consent to the recording of the Unit 2 Plat. Furthermore, Secured Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to the Declaration, as amended hereby, and to the Unit 2 Plat; provided, however, that the lien of the Association for assessments under the Declaration shall be subordinate to the lien of Secured Lender under the Mortgage, as provided in Section 4.07 of the Declaration. Secured Lender does hereby acknowledge and agree that the Declaration, as amended hereby, and the Unit 2 Plat shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if the Declaration, as amended hereby, and the Unit 2 Plat were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 22nd day of July, 2016.

CENTURY BANK

By: _____

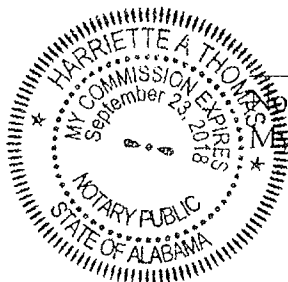
Name: _____

As Its: _____

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Daniel A. Garland as the Vice - President for Century Bank, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of said conveyance, s/he has executed the same voluntarily for and as the act of said bank.

Given under my hand and seal this 22nd day of July, 2016.



Harriette A. Thomas

Notary Public

Commission Expires: 9-23-2018

CONSENT OF D.R. HORTON, INC. – BIRMINGHAM

In accordance with Section 10.04 of the Declaration, D.R. Horton, Inc. – Birmingham, an Alabama corporation, hereby consents to this Amendment.

D.R. HORTON, INC. – BIRMINGHAM,
an Alabama corporation

By: _____

Shane H. Ikerman
As its Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Shane H. Ikerman, whose name as Assistant Secretary of D.R. Horton, Inc. – Birmingham, 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 Assistant Secretary and with full authority, executed the same voluntarily as and for the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this the 22nd day of July, 2016.

{SEAL}

NOTARY PUBLIC

My Commission Expires: _____

