

THIS INSTRUMENT PREPARED BY:
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STATE OF ALABAMA
COUNTY OF BALDWIN

**SECOND AMENDMENT TO DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS OF AVENTURA SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made this 14th day of January, 2020 (the "Effective Date"), by AVENTURA 2017, LLC, an Alabama limited liability company ("Declarant").

WITNESSETH:

WHEREAS, on July 25, 2019 Declarant recorded that certain Declaration of Conditions, Covenants and Restrictions of Aventura Subdivision (the "Subdivision") at Instrument Number 1776902, as amended by that certain First Amendment to Declaration of Conditions, Covenants and Restrictions of Aventura Subdivision recorded at Instrument Number 1788450 (collectively, the "Declaration"), regarding certain real property located in Baldwin County, Alabama and described on that subdivision plat for Aventura Subdivision, Phase 1A, recorded at Slide 2679-F, all in the Office of the Judge of Probate of Baldwin County, Alabama (the "Public Records");

WHEREAS, Section 10.03 of the Declaration permits Declarant to amend the Declaration in any manner that Declarant deems necessary and appropriate prior to Turnover (as that term is defined in the Declaration), and as of the Effective Date, Turnover has not occurred; and

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

Amendment:

NOW THEREFORE, Declarant, as the declarant under the Declaration, 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. Amendment of Section 7.23. The Declaration is hereby amended by deleting the current text of the last grammatical sentence of Section 7.23 of the Declaration and inserting in lieu thereof the following: "Notwithstanding anything contained herein to the contrary, above-ground pools are expressly prohibited."

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.

[Remainder of Page Intentionally Left Blank]

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

DECLARANT:

Aventura 2017, LLC, an Alabama limited liability company

By: 68 Ventures, LLC, an Alabama limited liability company

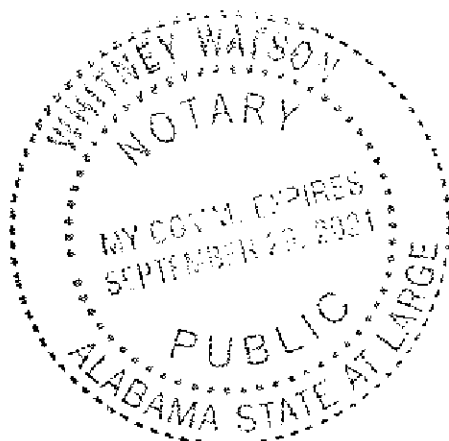
By: _____
Nathan L. Cox
As Its Manager

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Nathan L. Cox, whose name as Manager of 68 Ventures, LLC, an Alabama limited liability company, as the Manager of Aventura 2017, 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 Manager and with full authority, executed the same voluntarily as and for the act of said limited liability company on the day the same bears date.

Given under my hand and official notarial seal this the 13th day of January, 2020.

{SEAL}



NOTARY PUBLIC
My Commission Expires: Sept. 29, 2021

MORTGAGEE'S CONSENT

Centennial Bank, an Arkansas banking corporation ("Secured Lender"), the mortgagee under that certain Future Advance Mortgage and Security Agreement, executed by Aventura 2017, LLC, an Alabama limited liability company, dated April 30, 2018 and recorded in Instrument Number 1695510 of the Office of the Judge of Probate of Baldwin County, Alabama (the "Senior Mortgage"), does hereby consent to the recording of this Amendment. Secured Lender does hereby acknowledge and agree that this Amendment shall be given priority over the Senior Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Senior Mortgage, the same as if this Amendment were executed, delivered and recorded prior to the execution and recording of the Senior 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 15th day of January, 2020.

CENTENNIAL BANK, an Arkansas banking corporation

By: MaryAlice Neyhart
Name: MaryAlice Neyhart
As Its: VP, Commercial Loan Officer

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **MaryAlice Neyhart** as the **VP, Commercial Loan Officer** for Centennial Bank, an Arkansas banking corporation, 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 entity.

Given under my hand and seal this 15th day of January, 2020.

Chelsea S. Duncan
Notary Public
My Commission Expires: July 09, 2023

Chelsea S. Duncan
Notary Public, Alabama State At Large
My Commission Expires July 09, 2023

MORTGAGEE'S CONSENT AND SUBORDINATION

D.R. Horton, Inc. – Birmingham, an Alabama corporation (“Horton”), the mortgagee under that certain Earnest Money Mortgage, executed by Aventura 2017, LLC, an Alabama limited liability company, dated September 6, 2018 and recorded in Instrument Number 1718702 of the Office of the Judge of Probate of Baldwin County, Alabama (the “Junior Mortgage”), does hereby consent to the recording of this Amendment. Horton does hereby acknowledge and agree that this Amendment shall be given priority over the Junior Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Junior Mortgage, the same as if this Amendment were executed, delivered and recorded prior to the execution and recording of the Junior Mortgage.

IN WITNESS WHEREOF, Horton has caused this Consent and Subordination to be executed by and through its duly authorized representative as of the 22nd day of January, 2020.

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

By: _____

Name: Russell K. Gilbert

As Its: Assistant Secretary

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Russell K. Gilbert as the Asst Secretary for D.R. Horton, Inc. – Birmingham, an Alabama corporation, 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 entity.

Given under my hand and seal this 22nd day of January, 2020.

Notary Public

My Commission Expires: 7/21/21