

THIS INSTRUMENT PREPARED BY:
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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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STATE OF ALABAMA
COUNTY OF BALDWIN

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

THIS SECOND AMENDMENT TO DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS (this "Amendment") is made this ___ day of May, 2019 (the "Effective Date"), by 68V Spyglass 2016, LLC, an Alabama limited liability company ("Declarant"), and Spyglass Townhome Owners Association, Inc., an Alabama nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, on August 24, 2017, Declarant recorded that certain Declaration of Conditions, Covenants and Restrictions of Spyglass Townhomes Subdivision (the "Subdivision") at Instrument Number 1652743 (the "Original Declaration"), as amended by that certain First Amendment to Declaration of Conditions, Covenants and Restrictions recorded at Instrument Number 1721888 (the "First Amendment", and together with the Original Declaration, the "Declaration"), regarding certain real property located in Baldwin County, Alabama and described on that subdivision plat for Spyglass Townhomes, recorded at Slides 2608D and 2608E, all in the Office of the Judge of Probate of Baldwin County, Alabama;

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

WHEREAS, the Association is the owner of all Common Area (as that term is defined in the Declaration) in the Subdivision; and

WHEREAS, Declarant and the Association desire 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 to Patio and HVAC Easements. The Declaration is hereby amended by extending the area of the Patio and HVAC Easement as set forth in the First Amendment from ten feet (10') in width to fourteen feet (14') in width.

4. Consent and Subordination of the Association. The Association joins in this Amendment to consent to the widening of the Patio and HVAC Easement over the Common Area. The Association acknowledges and agrees that its ownership of the Common Area is subject to the Patio and HVAC Easement as widened by this Amendment.


5. 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:

68V SPYGLASS 2016, an Alabama limited liability company

By: 

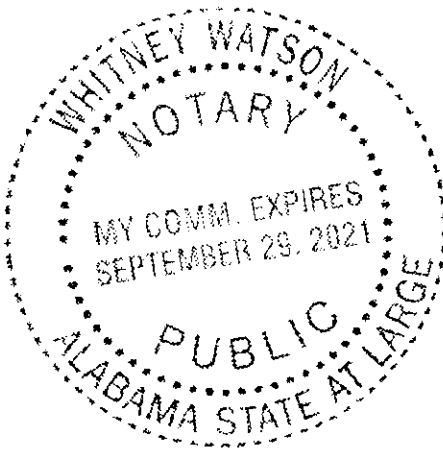
Nathan L. Cox
As Its Manager

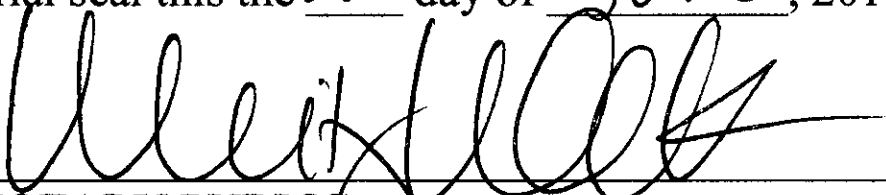
STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Nathan L. Cox, whose name as a Manager of 68V Spyglass 2016, 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 20th day of June, 2019.

{SEAL}





NOTARY PUBLIC
My Commission Expires: Sept. 29, 2021

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

Spyglass Townhome Owners Association, Inc., an Alabama nonprofit corporation

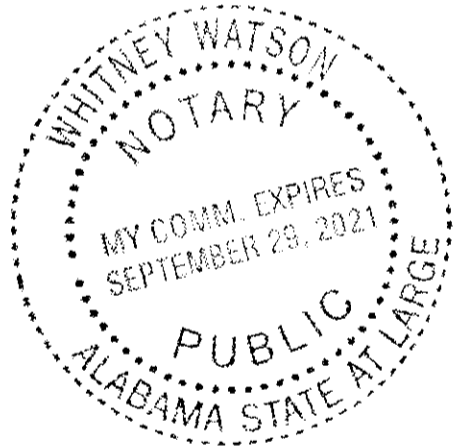
By: [Signature]
Name: Andrew B. Dolan
Title: Vice Pres. / Treasurer

STATE OF ALABAMA :
COUNTY OF BALDWIN :

I, the undersigned Notary Public, in and for said State and said County, hereby certify that Andrew R. Dolan, whose name as V. President / Treasurer of Spyglass Townhome Owners 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 V. President / Treasurer and with full authority, executed the same voluntarily as and for the act of said entity on the day the same bears date.

Given under my hand and official notarial seal this the 26th day of June, 2019.

{SEAL}



[Signature]
NOTARY PUBLIC
My Commission Expires: Sept. 29, 2021

MORTGAGEE'S CONSENT

First Exchange Bank which is now 22nd State Bank ("Secured Lender"), the mortgagee under that certain First Priority Mortgage, Assignment of Rents and Contracts, Security Agreement and Financing Statement, executed by 68V Spyglass 2016, LLC, an Alabama limited liability company, dated March 17, 2017, and recorded at Instrument Number 1623571 of the Office of the Judge of Probate of Baldwin County, Alabama (the "Mortgage"), does hereby consent to the recording of this Amendment. Secured Lender does hereby acknowledge and agree that the Declaration, as amended by this Amendment, 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 and this Amendment were executed, delivered and recorded prior to the execution and recording of the Mortgage.

IN WITNESS WHEREOF, Secured Lender has caused this Consent to be executed by and through its duly authorized representative as of the 3rd day of July, 2019.

22nd State Bank, formerly known as First Exchange Bank

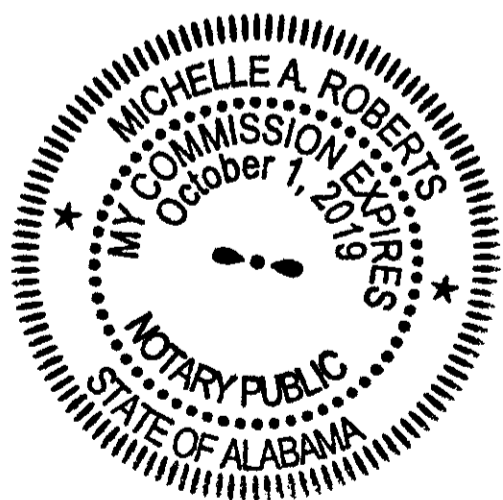
By: [Signature]
Name: W. Richard Campbell, Jr.
As Its: Executive V.P. / C.O.O.

STATE OF Alabama
COUNTY OF Mobile

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that W. Richard Campbell, Jr. as the Exec. VP / COD for 22nd State 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 entity.

Given under my hand and seal this 3rd day of July, 2019.

[Signature]
Notary Public
My Commission Expires: 10-1-19



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

D.R. Horton, Inc. – Birmingham, an Alabama corporation (“Horton”), the mortgagee under that certain Earnest Money Mortgage, executed by 68V Spyglass 2016, LLC, an Alabama limited liability company, dated March 17, 2017, and recorded at Instrument Number 1623573 of the Office of the Judge of Probate of Baldwin County, Alabama (the “EM Mortgage”), does hereby consent to the recording of this Amendment. Horton does hereby acknowledge and agree that the Declaration, as amended by this Amendment shall be given priority over the EM Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the EM Mortgage, the same as if the Declaration and this Amendment were executed, delivered and recorded prior to the execution and recording of the EM Mortgage.

Furthermore, Horton hereby consents to the recording of this Amendment in accordance with Section 10.04 of the Declaration.

IN WITNESS WHEREOF, Horton has caused this Consent to be executed by and through its duly authorized representative as of the 24th day of June, 2019.

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 Assistant 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, he, as such officer and with full authority, has executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 26th day of June, 2019.



Notary Public
My Commission Expires: 7/21/21