

STATE OF ALABAMA)
COUNTY OF SHELBY)

**AMENDMENT TO THE
DECLARATION
OF PROTECTIVE COVENANTS FOR
RIVERBEND AT OLD CAHABA**

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR RIVERBEND AT OLD CAHABA is made and entered into as of the 12th day of February, 2018, by **NEWCASTLE LAND DEVELOPMENT, LLC**, an Alabama Limited Liability Company (the "Developer"), by Owner Glenn Sidle.

RECITALS:

WHEREAS, the Developer has heretofore executed the Declaration of Protective Covenants for Riverbend at Old Cahaba dated December 22nd, 2014 (the "Declaration"), which has been recorded as Instrument No. 20141222000399950 in the Probate Office of Shelby County, Alabama. Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration; and

WHEREAS, the Developer desires to include, on each parcel which requires a sewer grinder pump, a service contract for the aforementioned grinder pumps, the cost of which to be borne by the owner of such parcel, but paid by the Association.

NOW, THEREFORE, in consideration of the premises, the Developer does hereby amend the Declaration as follows:

1. **DEFINITIONS:**

Sewer Grinder Pump: A wastewater conveyance device the purpose of which is to grind waste (from toilets, bathtubs, washing machines, etc.) into a slurry, and pump it to the central sewer system.

2. **ARTICLE VI: OLD CAHABA RESIDENTIAL ASSOCIATION, INC**

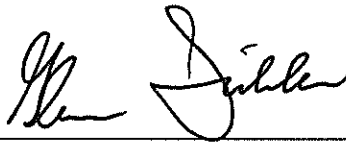
6.7 Sewer Grinder Pumps. In addition to the Assessments contemplated in Section 6.3, each lot which is required to install and maintain a sewer grinder pump shall be assessed and additional Two Hundred Four Dollars (\$204.00) per year. This assessment shall be for the purpose of keeping in force a contract for the maintenance and upkeep of said grinder pumps. These contracts shall be maintained by the Association, with the cost for such agreement passed to the Parcel Owner in the form of this additional assessment. As such, this assessment is subject to change from time to time as necessary to keep the maintenance agreements in place.

3. **FULL FORCE AND EFFECT.**

Except as specifically modified and amended herein, all of the terms and conditions of the Declaration, and all subsequent amendments, shall remain in full force and effect.

IN WITNESS, WHEREOF, the Developer has caused this Amendment to the Declaration of Protective Covenants for Riverbend at Old Cahaba to be executed as of the day and year first above written.

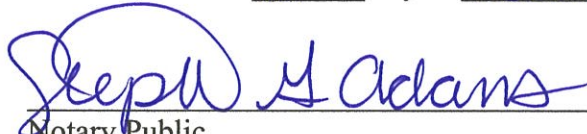
NEWCASTLE LAND DEVELOPMENT, LLC.,
an Alabama Limited Liability Company

By  _____
Glenn Siddle
Owner, Newcastle Land Development, LLC.

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that GLENN SIDDLE, whose name as Owner of Newcastle Land Development, LLC., an Alabama Limited Liability Company, is signed to the foregoing document, and who is known to me, acknowledged before me, on this day that being informed of the contents of such conveyance, 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 official seal, this the 12th day of February, 2018.



Notary Public

My Commission Expires:

