

THIS INSTRUMENT PREPARED BY:  
 William E. McCartney, Esq.  
 REYNOLDS, REYNOLDS & LITTLE, LLC  
 Post Office Box 2863  
 Tuscaloosa, Alabama 35403-2863  
 205-391-0073  
 File No. 24.0019

STATE OF ALABAMA           §  
    §  
 MONTGOMERY COUNTY       §

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
 RESTRICTIONS FOR WOODS & WATER DEVELOPMENT, LLC**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Woods & Water Development, LLC is made this 7th day of June, 2017, by Riverfront 24, LLC.

**WITNESSETH:**

**WHEREAS**, that certain Declaration of Covenants, Conditions and Restrictions for Woods & Water Development was executed by Woods & Water Development, LLC on March 14, 2007, and recorded in Real Property Book 03516 at Page 0303 in the Office of the Judge of Probate of Montgomery County, Alabama (“Covenants”);

**WHEREAS**, under the Covenants, Woods & Water Development, LLC (hereinafter, “Original Developer”) held all right, title and interest in and the rights of Developer, as such term is defined under the Covenants;

**WHEREAS**, on May 13, 2014, Original Developer executed that certain Assignment of Developer and Other Rights recorded in Real Property Book 04571 at Page 0980 in the Office of the Judge of Probate of Montgomery County, Alabama transferring all right, title and interest in and the rights of Developer under the Covenants to Riverfront 24, LLC (hereinafter, “Successor Developer”);

**WHEREAS**, pursuant to Section 11.2 of the Covenants, the rights of Developer include the authority to unilaterally amend the Covenants for any purpose by a written instrument filed and recorded in the Office of the Judge of Probate of Montgomery County, Alabama;

**WHEREAS**, Successor Developer has not elected to relinquish control in accordance with Section 13.1 of the Covenants, and Successor Developer retains the right and authority to unilaterally amend the Covenants;

**WHEREAS**, Successor Developer desires to amend the Covenants as hereinafter set forth.

**NOW, THEREFORE**, the Covenants are hereby amended as follows:

1. Section 8.8 is hereby deleted in its entirety.
2. Article 14 shall be added to the Covenants and shall state as follows:

**ARTICLE 14  
SPECIAL PROVISIONS REGARDING  
WASTEWATER DISPOSAL SERVICE**

Section 14.1. Definitions. The following terms used in this *Article* shall have the meanings set out below.

Property means all of the real estate and improvements thereon contained in the Woods n Water Subdivision.

Residential Unit means any lot which is currently or subsequently made subject to the Declarations of Covenants and Restrictions of Woods n Water Subdivision, collectively and individually.

Woods n Water Subdivision means the Woods n Water Subdivision as depicted on: Woods n Water Subdivision Plat No. 1A recorded in Plat Book 49 at Page 142 in the Office of the Judge of Probate of Montgomery County, Alabama; Woods n Water Subdivision Plat No. 1B recorded in Plat Book 51 at Page 107; and Woods n Water Subdivision Plat No. 1C recorded in Plat/ Book 51, at Page 117 in the Office of the Judge of Probate of Montgomery County, Alabama. Woods n Water Subdivision shall also include any subsequent plat map recorded in the Office of the Judge of Probate of Montgomery County, Alabama.

Owner means the owner of one or more Residential Units.

Wastewater Utility means Alabama Wastewater Systems, Inc. and its successors and assigns.

Wastewater System means the wastewater system for and all components thereof that is owned and operated by the Wastewater Utility.

Section 14.2. Wastewater System. The Property and each Residential Unit located thereon shall be served by a wastewater treatment and disposal system to be operated by the Wastewater Utility. Each Owner, by purchase of a Residential Unit, agrees to enter into an agreement regarding the Wastewater System with the Wastewater Utility in form and substance satisfactory to the Wastewater Utility, and to abide by any rules, regulations, or other requirements of the Wastewater Utility regarding the Wastewater System currently found in the "Do's & Don'ts for Effluent Collection

System” pamphlet published by the Wastewater Utility and any rules, regulations, or other requirements in effect from time to time hereafter.

Section 14.3. Wastewater Utility. No individual wastewater disposal system shall be permitted on any Residential Unit. The Wastewater System for the Property will be owned and operated by the Wastewater Utility, a public utility company, which is regulated by the Alabama Public Service Commission. Water and sewer lines will be installed to the boundary line of each Residential Unit. It will be the responsibility of the Owner of each Residential Unit, before completion and occupancy of a dwelling on the Residential Unit, to extend the water and sewer lines from the boundary line of the Residential Unit to the dwelling and to install any necessary components, all in accordance with the requirements and specifications of the Wastewater Utility.

Section 14.4. System Requirements.

(a) Before completion and occupancy of a residence on any Residential Unit, the Owner of such Residential Unit shall purchase a tank system of a size, shape, and nature as may be approved by the Wastewater Utility and to install the same in compliance with specifications approved by the Wastewater Utility. The Owner must also purchase and install a water meter approved by the Wastewater Utility and any other components that may be required by the Wastewater Utility. After installation of the tank system, the Owner shall notify the Wastewater Utility and the Wastewater Utility will inspect the tank system to determine if it complies with the Wastewater Utility’s approvals, or if the tank system is purchased and installed without prior approvals by the Wastewater Utility, to determine if the tank system complies with the requirements of the Wastewater Utility. If the Wastewater Utility determines that the tank system is in compliance with its approvals or requirements, as the case may be, it will be accepted by the Wastewater Utility and thereafter the Wastewater Utility will be responsible for the maintenance, service, repair, and replacement of the tank system. The Owner by accepting a deed to a Residential Unit shall be deemed to have granted a convenience easement onto and across the Residential Unit to the Wastewater Utility as may be needed from time to time for the Wastewater Utility to discharge its maintenance, service, repair, and replacement obligations.

(b) Each Owner must ensure that a water shut-off valve with an appropriate valve box is installed in the water line on the Owner’s side of the water meter at each residence built on a Residential Unit within the Property. The valve shall comply with specifications established by the Wastewater Utility.

(c) The Wastewater Utility will authorize the Owner to discharge wastewater into the Wastewater System only after the Wastewater Utility has inspected and accepted the tank system and related components.

Section 14.5. Owner Responsibilities. The Owner agrees that by accepting a deed to a Residential Unit and by installing and using the tank system that such Owner will not knowingly discharge nor allow to be discharged any material, chemical, solid or liquid into the Wastewater System that will create an environmental hazard or that will cause damage to any part of the Wastewater System.

Section 14.6. Fees.

(a) The Owner of each Residential Unit shall pay a vacant lot fee to the Wastewater Utility until a dwelling is constructed and connected to the Wastewater System and the Owner signs up and begins paying for service. The amount of the vacant lot fee is set by the Alabama Public Service Commission from time to time and is currently \$10.62 per month as of the date of adoption of this Amendment. Such fee shall be paid monthly by the Owner of each Residential Unit.

(b) In order to secure wastewater service to a home, the Owner will be required to enter into a service agreement with the Wastewater Utility on terms and conditions consistent with this Article or otherwise satisfactory to the Wastewater Utility. The monthly rate for wastewater service is set by the Alabama Public Service Commission.

(c) In order to connect to the Wastewater System, the Owner will be required to pay a tap fee. All tap fees associated with any Residential Unit situated on the real property shown and described in Woods n Water Subdivision Plat No. 1A recorded in Plat Book 49 at Page 142 in the Office of the Judge of Probate of Montgomery County, Alabama; Woods n Water Subdivision Plat No. 1B recorded in Plat Book 51 at Page 107; and Woods n Water Subdivision Plat No. 1C recorded in Plat Book 51 at Page 117 in the Office of the Judge of Probate of Montgomery County, Alabama, shall be paid to Riverfront 24, LLC, its successors and assigns.

Section 14.7. Survival. The terms and conditions of this Article in its entirety shall survive closing of the sale of any Residential Unit and acceptance of a deed thereto and shall not be merged therein and shall be binding upon successive Owners of each Residential Unit.

3. This Amendment shall become effective upon recording in the Office of the Judge of Probate of Montgomery County, Alabama.

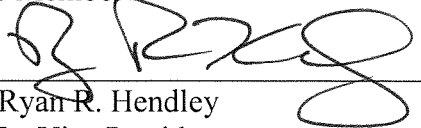
4. Except as amended hereby, the Covenants shall remain in full force and effect.

**IN WITNESS WHEREOF**, Successor Developer has hereunto set its hand and seal by its duly authorized officer on this 7th day of June, 2017.

RIVERFRONT 24, LLC

By: Riverfront Management, LLC  
Its: Sole Member

By: Riverfront Management, Inc.  
Its: Sole Member

By:   
Ryan R. Hendley  
Its Vice President

STATE OF ALABAMA

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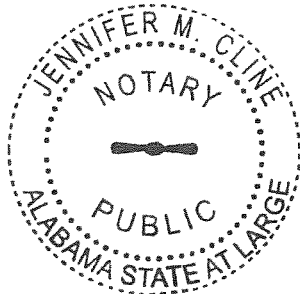
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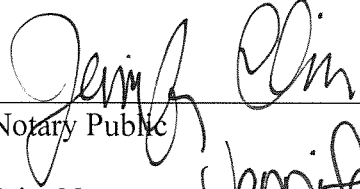
TUSCALOOSA COUNTY

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I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that Ryan R. Hendley acting in his capacity as Vice President of Riverfront Management, Inc., in its capacity as sole member of Riverfront Management, LLC, in its capacity as sole member of Riverfront 24, LLC, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of Riverfront Management, Inc., in its capacity as sole member of Riverfront Management, LLC, in its capacity as sole member of Riverfront 24, LLC.

GIVEN under my hand and official seal, this the 7th day of June, 2017.



  
Notary Public  
Print Name: Jennifer Cline  
My commission expires:

**MY COMMISSION EXPIRES 12/17/2018**

Amendment to Covenants.24.0019



STATE OF ALA.MONTGOMERY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED ON  
RLPY 04977 PG 0680-0684 2017 Jun 12 03:06PM  
STEVEN L. REED  
JUDGE OF PROBATE

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|             |         |
|-------------|---------|
| INDEX       | \$5.00  |
| REC FEE     | \$12.50 |
| CERT        | \$1.00  |
| CHECK TOTAL | \$18.50 |
| 292264      |         |

Clerk: #101 03:07PM