

STATE OF ALABAMA

MADISON COUNTY

AMENDMENT TO THE DECLARATION  
OF PROTECTIVE COVENANTS  
AND  
SUPPLEMENTAL DECLARATION FOR  
**RIVER BEND, PHASES III and IV  
OF MT. CARMEL BY THE RIVER**

WHEREAS, heretofore on the 10th day of February, 1995, Mt. Carmel Estates, Inc., an Alabama corporation, did promulgate and file for record a Declaration of Protective Covenants for Mt. Carmel Estates, a planned residential subdivision, which said Declaration of Protective Covenants is recorded in **Deed Book 849, Page 213**, of the Office of the Judge of Probate of Madison County, Alabama (as subsequently amended, including, but not limited to, the amendments referenced below, the "Declaration").

WHEREAS, heretofore on the 8<sup>th</sup> day of August, 1995, Mt. Carmel Estates, Inc., did promulgate and file for record an Amendment of Protective Covenants and Restrictions for Mt. Carmel Estates, which said amendment is recorded in **Deed Book 859, Page 87**, of the Office of the Judge of Probate of Madison County, Alabama, which were subsequently further amended as referenced in the Supplemental Declaration (defined below).

WHEREAS, heretofore on the 18<sup>th</sup> day of July, 2001, Mt. Carmel Estates, Inc., did promulgate and file for record a Supplemental Declaration of Protective Covenants for River Bend Phase I at Mt. Carmel by the River, Plat Book 42, Page 22, (the "Supplemental Declaration") which said amendment is recorded in **Deed Book 999, Page 614**, of the Office of the Judge of Probate of Madison County, Alabama.

Whereas, the Declaration, as supplemented and amended as aforesaid (and otherwise) and as recorded in the Probate Records, has been further amended to provide that the Board of Directors of Mt. Carmel by the River Homeowners Association, Inc. (the "Association"), has the authority to annex additional parcels of real property and to promulgate amendments to the Declaration for the additional parcels by filing of such supplemental declarations in the Office of the Judge of Probate of Madison County, Alabama.

NOW THEREFORE, pursuant to the provisions of the Declaration, as amended, the undersigned Association, by and through its duly authorized officer, along with Wade Excavating & Contracting, Inc. ("Developer"), as Owner, and Bryant Bank, as Mortgagee, do by these presents amend said Declaration in the following manner:

All of the additional property described in attached exhibit "A", which is incorporated herein by reference ("River Bend Phases III & IV), is hereby annexed as a part of the Association and

subject to the restrictions set forth in the Declaration of Protective Covenants as recorded in Deed Book 849, Page 213, Office of the Judge of Probate of Madison County, Alabama, as previously amended, including, but not limited to, amendment by the Supplemental Declaration, except as modified as follows:

1. All dwellings and permitted accessory buildings constructed on the lots of River Bend Phases III & IV shall have an exterior of at least 70% percent stone or masonry brick construction, unless the plan may be deemed to architecturally enhance the Community. Visible unpainted red or yellow "sewer brick" will not be allowed. The rear of the dwelling may not be all vinyl.

2. Homeowners Association Dues shall be due and payable from the earlier of the following dates: (1) the day a home is transferred from the builder to a third party, or (2) two years from the date the lot is conveyed from the Developer. For purposes of this provision, the Developer of the subdivision shall be deemed to be Wade Excavating & Contracting, Inc., as owner of the property, which shall not be responsible for the payment of such dues.

3. Dwellings constructed in River Bend Phases III & IV shall have at least two thousand (2000) square feet of heated living area.

4. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of River Bend Phases III & IV, including any Lot, without the prior written consent of the ARC, or the Developer as described in the process established in Section 5 below. Any fence shall be compatible with the home and have architectural interest.

5. All plans for new construction shall be submitted to the Mt. Carmel Architectural Review Committee (ARC) on or before the first Monday of each month. Within two weeks from receipt, as long as received on or before the first Monday of each month, the ARC will respond with an "approved" or "disapproved" decision on the presented plans. In instances where the ARC disapproves the plans, the item(s) causing the disapproved status will go into a time of discussion and negotiation for a period not to exceed 15 days whereby the Builder, Developer, and ARC seek to mutually resolve the issue.

Should the matter still be unresolved after the 15 day resolution period, the Developer shall have the right to exercise "override" authority of the ARC's decision as long as in the Developer's sole opinion the plans for new construction are consistent with the existing construction within the Mt. Carmel community.

6. No construction may be initiated prior to a lot owner obtaining ARC approval pursuant to Section 5 of this instrument. For purposes of this provision, "construction" shall not be deemed to have commenced until footings have been poured. Any fine against an owner for violation of this Section shall not exceed \$250.00.

River Bend Phases III and IV are subject to the Declaration and the Supplemental Declaration, as respectively amended, each of which are incorporated herein by reference and which

otherwise remain in full force and effect, except as modified herein, and each instrument is hereby ratified and affirmed. All capitalized terms not defined herein shall have the meaning assigned in the Declaration.

IN WITNESS WHEREOF, the undersigned, Mt. Carmel By The River Homeowners Association, Inc., and Wade Excavating & Contracting, Inc., and Bryant Bank, as Mortgagee, have caused this instrument to be executed as of this the 15 day of May, 2015.

MT. CARMEL BY THE RIVER HOMEOWNERS ASSOCIATION, INC.


By:   
James Falcon, President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared James Falcon, whose name as President of Mt. Carmel by the River Homeowners Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

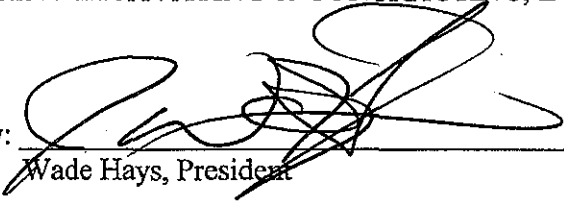
This the 15th day of May, 2015.

  
Notary Public  
My Commission Expires: 05/17/16

Signatures and acknowledgment for other parties on following pages.

This Instrument Prepared By:  
Samuel H. Givhan  
Wilmer & Lee, P.A.  
Attorney for Developer  
100 Washington Street  
Huntsville, Alabama 35801

WADE EXCAVATING & CONTRACTING, INC.

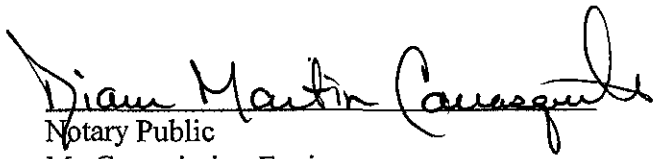
By:   
Wade Hays, President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Wade Hays, whose name as President of Wade Excavating & Contracting, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such President and with full authority executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

This the 8 day of May, 2015.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires August 2, 2017  
My Commission Expires August 2, 2017

BRYANT BANK

By: Kenneth D. Watson  
Ken Watson, President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Ken Watson, whose name as President of Bryant Bank, an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he as such President and with full authority executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

This the 8 day of May, 2015.

Diane Martin Causwell  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires August 2, 2017

Exhibit "A"  
Legal Description for River Bend III

State of Alabama }  
County of Madison }

All that part of Sections 2 and 11, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as:

Commencing at the center of the north boundary of said Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama; thence South 71 degrees 23 minutes 36 seconds East, 63.03 feet to the east right-of-way margin of Homer Nance Road and being the northwest corner of Lot 1 of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama; thence along said right-of-way margin South 00 degrees 42 minutes 52 seconds West, 2240.49 feet to a point; thence continuing along said right-of-way margin South 00 degrees 46 minutes 57 seconds West, 915.75 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS), said point being further described as the northwest corner of Lot 4 of the Balch Estate and also the center of a 200-foot wide TVA Transmission Line Easement; thence continuing along said right-of-way margin South 00 degrees 48 minutes 35 seconds West, 968.41 feet to the intersection of the east right-of-way margin of Homer Nance Road and the old northern right-of-way margin of Mt. Carmel Road (this portion of the road has been abandoned and deeded to the Mt. Carmel Estates Homeowners Association, Inc. in Deed Book 859, Page 89 in the Office of the Judge of Probate, Madison County, Alabama), said point also being described as the southwest corner of Lot 5 of the Balch Estate; thence South 19 degrees 05 minutes 36 seconds West, 80.69 feet to the northwest corner of Horace Heights Phase 4 Subdivision as recorded in Plat Book 19, Page 59 in the Office of the Judge of Probate, Madison County, Alabama; thence along the northern boundary of said Horace Heights Phase 4 Subdivision, North 68 degrees 25 minutes 04 seconds East, 1557.40 feet to a concrete monument at the northeast corner of said subdivision, said point being further described as the southern right-of-way margin of Mt. Carmel Road; thence along said right-of-way margin North 67 degrees 58 minutes 20 seconds East, 366.78 feet to a concrete monument (stamped Johnson CA#0193LS); thence continuing along the southern right-of-way margin of Mt. Carmel Road, North 67 degrees 58 minutes 20 seconds East, 477.26 feet to a concrete monument, said point being further described as the northwest corner of Mt. Carmel Estates Phase 2 as recorded in Plat Book 31, Page 66 in the Office of the Judge of Probate, Madison County, Alabama; thence leaving said right-of-way margin of Mt. Carmel Road and run along the west boundary of said Mt. Carmel Estates Phase 2 subdivision, South 21 degrees 33 minutes 21 seconds East, 76.60 feet to a concrete monument; thence continuing along said subdivision boundary South 01 degrees 47 minutes 18 seconds West, 1002.27 to a concrete monument; thence continuing along said subdivision boundary South 10 degrees 10 minutes 06 seconds East, 171.99 feet to a point on the centerline of Mykey's Way; thence along said centerline South 79 degrees 49 minutes 54 seconds West, 182.30 feet to a point at the intersection of the centerline of Mykey's Way and the centerline of River Meadow Way; thence leaving said centerline of Mykey's Way and run along said centerline of River Meadow Way South 10 degrees 10 minutes 06 seconds East, 211.75 feet to a point; thence leaving said centerline of River Meadow Way, South 80 degrees 42 minutes 39 seconds West, 155.36 feet to the Southeast corner of Lot 4 of The Meadows at Mt. Carmel by the River as recorded in Plat Book 44, Page 90 in the Office of the Judge of Probate, Madison

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County, Alabama, said point being further described as the Point of Beginning; thence from the Point of Beginning South 11 degrees 17 minutes 45 seconds East, 444.11 feet to a point; thence South 05 degrees 38 minutes 43 seconds East, 151.57 feet to a point; thence South 26 degrees 06 minutes 41 seconds West, 193.25 feet to a point; thence South 29 degrees 24 minutes 01 seconds West, 532.37 feet to a point; thence South 04 degrees 25 minutes 02 seconds West, 230.24 feet to a point; thence North 88 degrees 10 minutes 55 seconds West, 233.01 feet to a point; thence North 01 degrees 49 minutes 05 seconds East, 38.61 feet to a point; thence North 88 degrees 10 minutes 55 seconds West, 272.80 feet to a point on the eastern boundary of Riverton Middle School; thence along said school boundary, North 03 degrees 55 minutes 03 seconds West, 384.42 feet to a point; thence North 47 degrees 27 minutes 20 seconds East, 178.84 feet to a point; thence North 54 degrees 47 minutes 29 seconds East, 103.13 feet to a point; thence North 71 degrees 46 minutes 40 seconds East, 139.33 feet to a point; thence North 21 degrees 02 minutes 30 seconds East, 115.47 feet to a point; thence North 03 degrees 24 minutes 58 seconds West along the eastern boundary of said Horace Heights Phase 4 Subdivision, a distance of 658.26 feet to a concrete monument; thence North 86 degrees 36 minutes 12 seconds East, 443.00 feet to the Point of Beginning, and containing 16.87 acres, more or less.

*Also described as Tract B of The Meadows II  
Doc # 2007051400033759d.*

Legal Description for River Bend IV

State of Alabama}  
County of Madison}

All that part of Section 11, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama, more particularly described as:

Commencing at the center of the north boundary of said Section 2, Township 3 South, Range 1 East of the Huntsville Meridian, Madison County, Alabama; thence South 71 degrees 23 minutes 36 seconds East, 63.03 feet to the east right-of-way margin of Homer Nance Road and being the northwest corner of Lot 1 of the Balch Estate, as recorded in Plat Book 22, Page 65 in the Office of the Judge of Probate, Madison County, Alabama; thence along said right-of-way margin South 00 degrees 42 minutes 52 seconds West, 2240.49 feet to a point; thence continuing along said right-of-way margin South 00 degrees 46 minutes 57 seconds West, 915.75 feet to a 1/2-inch capped iron rebar (stamped Johnson CA#0193LS), said point being further described as the northwest corner of Lot 4 of the Balch Estate and also the center of a 200-foot wide TVA Transmission Line Easement; thence continuing along said right-of-way margin South 00 degrees 48 minutes 35 seconds West, 968.41 feet to the intersection of the east right-of-way margin of Homer Nance Road and the old northern right-of-way margin of Mt. Carmel Road (this portion of the road has been abandoned and deeded to the Mt. Carmel Estates Homeowners Association, Inc. in Deed Book 859, Page 89 in the Office of the Judge of Probate, Madison County, Alabama), said point also being described as the southwest corner of Lot 5 of the Balch Estate; thence South 19 degrees 05 minutes 36 seconds West, 80.69 feet to the northwest corner of Horace Heights Phase 4 Subdivision as recorded in Plat Book 19, Page 59 in the Office of the Judge of Probate, Madison County, Alabama; thence along the northern boundary of said Horace Heights Phase 4 Subdivision, North 68 degrees 25 minutes 04 seconds East, 1557.40 feet to a concrete monument at the northeast corner of said subdivision, said point being further described as the southern right-of-way margin of Mt. Carmel Road; thence along said right-of-way margin North 67 degrees 58 minutes 20 seconds East, 366.78 feet to a concrete monument (stamped Johnson CA#0193LS); thence continuing along the southern right-of-way margin of Mt. Carmel Road, North 67 degrees 58 minutes 20 seconds East, 477.26 feet to a concrete monument, said point being further described as the northwest corner of Mt. Carmel Estates Phase 2 as recorded in Plat Book 31, Page 66 in the Office of the Judge of Probate, Madison County, Alabama; thence leaving said right-of-way margin of Mt. Carmel Road and run along the west boundary of said Mt. Carmel Estates Phase 2 subdivision, South 21 degrees 33 minutes 21 seconds East, 76.60 feet to a concrete monument; thence continuing along said subdivision boundary South 01 degrees 47 minutes 18 seconds West, 1002.27 to a concrete monument; thence continuing along said subdivision boundary South 10 degrees 10 minutes 06 seconds East, 171.99 feet to a point on the centerline of Mykey's Way; thence along said centerline South 79 degrees 49 minutes 54 seconds West, 182.30 feet to a point at the intersection of the centerline of Mykey's Way and the centerline of River Meadow Way; thence leaving said centerline of Mykey's Way and run along said centerline of River Meadow Way South 10 degrees 10 minutes 06 seconds East, 211.75 feet to a point; thence leaving said centerline of River Meadow Way, South 80 degrees 42 minutes 39 seconds West, 155.36 feet to the northwest corner of Lot 31 of River Bend II at Mt. Carmel by the River as recorded in document number 20050822000562790 in the Office of the Judge of

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Probate, Madison County, Alabama; thence along the western boundary of said River Bend II subdivision South 11 degrees 17 minutes 45 seconds East, 444.11 feet to a point; thence continue along the western boundary of said River Bend II subdivision South 05 degrees 38 minutes 43 seconds East, 151.57 feet to a point; thence along the northern boundary of said River Bend II subdivision South 26 degrees 06 minutes 41 seconds West, 193.25 feet to a concrete monument; thence continuing along the northern boundary of said River Bend II subdivision South 29 degrees 24 minutes 01 seconds West, 258.42 feet to a concrete monument at the southwest corner of Lot 23 of said River Bend II subdivision, and being further described as the Point of Beginning; thence from the Point of Beginning South 60 degrees 35 minutes 59 seconds East, 181.90 feet to a point on the western right-of-way of River Mill Road; thence along said western right-of-way South 29 degrees 24 minutes 01 seconds West, 67.96 feet to a point; thence South 60 degrees 35 minutes 59 seconds East, 257.85 feet to a point; thence South 05 degrees 02 minutes 32 seconds East, 330.91 feet to a point; thence South 30 degrees 12 minutes 35 seconds West, 134.04 feet to a point; thence South 49 degrees 53 minutes 15 seconds West, 171.15 feet to a point; thence South 44 degrees 01 minutes 36 seconds West, 108.91 feet to a point; thence South 60 degrees 41 minutes 32 seconds West, 89.74 feet to a point; thence South 26 degrees 12 minutes 34 seconds West, 377.07 feet to a point on the northern boundary of land owned by Madison County School Board; thence along said School Board boundary North 78 degrees 10 minutes 30 seconds West, 473.13 feet to a point; thence continuing along the eastern boundary of said School Board North 03 degrees 55 minutes 03 seconds West, 782.66 feet to a point; thence South 88 degrees 10 minutes 55 seconds East, 272.80 feet to a point on the eastern right-of-way of Stone River Road; thence along said right-of-way South 01 degrees 49 minutes 05 seconds West, 38.61 feet to a point; thence South 88 degrees 10 minutes 55 seconds East, 233.01 feet to a point; thence North 04 degrees 25 minutes 02 seconds East, 230.23 feet to a point; thence North 29 degrees 24 minutes 01 seconds East, 273.95 feet to the Point of Beginning, and containing 17.98 acres, more or less.

*Also described as Tract C The Meadows II  
Doc # 20070514000337590.*