

1209585

AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS AND
ARCHITECTURAL CONTROLS
FOR
RIVERBEND PLANTATION

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 11/30/2009 2:25 PM
TOTAL \$ 104.00
31 Pages

KNOW ALL MEN BY THESE PRESENT THAT:

WHEREAS, the undersigned, are the owners of ____ of the 26 lots that comprise **Riverbend Plantation**, a subdivision situated in Baldwin County, Alabama, as recorded in Slide 1740B, Office of the Judge of Probate Baldwin County, Alabama (the Subdivision Plat).

WHEREAS, the Owners desires to subject all of the real property located within the Subdivision Plat and each Lot located thereon to the Amended covenants, conditions, assessments, limitations and restrictions hereinafter set forth.

WHEREAS, there were certain Protective Covenants of Riverbend Plantation, dated the 12th day of July, 1994 and recorded in Misc 0080 Page 0625-0634, and the Owners do hereby affirm and ratify the existing Protective Covenants, however, the Owners desire to expand and modify the existing Protective Covenants for the purpose of forming a Homeowners Association for the overall good of the Owners.

NOW THEREFORE, Owners do hereby expressly adopt the amended covenants and limitations for the Subdivision Plat as set forth in these Amended Protective Covenants, and does hereby declare that the real property located within the Subdivision Plat shall be subject to the following Amended covenants, conditions, assessments, limitations and restrictions.

ARTICLE I
RIVERBEND PLANTATION PROPERTY OWNERS
ASSOCIATION, INC.

- 1.01** Every Owner of a Lot within the Development is subject to assessments as hereinafter provided, and shall be a member of the Association (the Articles of Incorporation which are to be recorded in the Probate Office of Baldwin County, Alabama). Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot and shall be subject to the provisions of these Protective Covenants and the rules, regulations and bylaws of the Association as the same may be modified and amended from time to time.
- 1.02** The Association shall have one (2) class of voting membership. All Owners shall be Members of the Association and subject to the rights reserved in the Articles of Incorporation and Bylaws of the Association

and shall be entitled to one (1) vote for each Vacant Residential Lot owned, and Two (2) votes for each Residential Lot with a House owned. When more than one (1) person holds an interest in any Lot, all persons shall be Members; however the vote for such Lot shall be exercised as they determine but in no event shall more than one (1) vote for each Vacant Residential Lot owned, and Two (2) votes for each Residential Lot with a House. Each Owner by acceptance of deed to a Lot does hereby acknowledge and agree that Owners shall be entitled to take all actions and vote on all matters as set forth in the Articles of Incorporation and Bylaws of the Association.

ARTICLE II

COVENANT FOR ASSESSMENTS

- 2.01** Each Owner of a Lot within the Property, by acceptance of a deed to such Lot agrees to pay to the Association: (a) annual assessments or charges levied each year by the Association (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided (c) individual assessments which may be levied against any Lot and the Owner thereof as a result of such Owners failure to comply with the terms of these Protective Covenants. The annual, special and individual assessments together with interest, late charges, costs and reasonable attorney fees shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided. Each such assessment together with interest, late charges, costs and reasonable attorney fees shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment fell due or was due.
- 2.02** The annual and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Residents of the Development for the improvement and maintenance of the Common Area within the Development and the payment of any and all costs and expenses incurred from time to time by the Associations including, without limitation, any "Common Expenses" as defined in the Bylaws of the Association.
- 2.03** Any expenses incurred by the Committee or the Association in enforcing any of the provisions of these Protective Covenants against a specific Owner shall be deemed an individual assessment against the Owner and the respective Lot owned by such Owner. Such individual assessment shall be levied by the Association and shall be specified to the Owner which notice shall also specify the due date for the payment of it. The Association is solely responsible for and shall assume all maintenance

responsibilities with respect to all Common Area within the Development.

- 2.04** The Association in accordance with its rules, regulations and Bylaws shall establish the annual assessment.
- 2.05** In addition to the annual assessments the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, provided that any such assessment must have the assent and approval of (a) at least fifty-one percent (51%) of the total votes in the Association whether voted in person or by proxy at a meeting duly called for this purpose.
- 2.06** Written notice of any meeting called for the purpose of taking any action authorized under Section **2.05** above shall be sent to all Owners as prescribed in the Bylaws. At the first such meeting called, the presence, either in person or by proxy, of the holders of at least fifty-one percent (51%) or more of all votes in the Association shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.
- 2.07** Both annual and special assessments for all Lots within the Property shall be fixed at a uniform rate. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The Board of Directors shall establish the due date for payment of annual assessments in such notice (but such due date shall be at a minimum thirty (30) days from the date of such notice).
- 2.08** The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessment on a Lot has been paid. A properly executed certification of the Association as to the status of the assessment on a Lot is binding upon the Association as of the date of its issuance.
- 2.09** Any assessment (whether annual, special or individual) which is not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the amount prescribed in the Bylaws. In addition to interest and assessments not paid by the due date for the same shall be subject to a late charge, which the Board of Directors of the Association may from time to time establish. In the event any assessments or other amounts due to the Association are not paid by any Owner when

the same comes due then in addition to all other rights and remedies provided by law or in equity, the Association acting through the Board of Directors or through any of its duly authorized officers or representatives may undertake any of the following remedies:

- (a) The Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorney fees, court costs and all other expenses paid or incurred by the Association in connection therewith and/or
- (b) The Association may enforce the lien created pursuant to Section 2.01 above as provided in the Bylaws. No Owner may waive or otherwise be exempt from the liability to pay the assessments provided herein.

2.10 The lien for assessments and other charges provided herein with respect to any Lot shall be subordinate to the lien of any first mortgage encumbering such Lot. The sale or transfer of any Lot shall not affect any lien retained by the Association on a lot provided however that the sale or transfer of any Lot pursuant to mortgage foreclosure or any similar proceedings shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer.

2.11 In addition to the rights and remedies set forth above, if any Owner (or his contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein then any Owner, the Association or the Committee, jointly and severally shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or maintain a proceeding in equity against such owner to enjoin such violation, provided that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, any Owner, the Association or the Committee, jointly and severally shall be entitled to recover all costs and expense, including reasonable attorney fees incurred by any of them in such proceedings as well as interest on all unpaid amounts as specified in Section 2.09 above. The failure of any Owner, the Association or the Committee to institute proceedings for any one (1) or more violation of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

2.12 Notwithstanding anything to the contrary, in the event the provisions of

these Protective Covenants conflict with Bylaws of the Association, the Bylaws, as the same now exists, or as they may be amended from time to time shall control.

ARTICLE III
MISCELLANEOUS

- 3.01** The terms and provisions of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, administrators, person representatives, successors and assigns of each Owner and shall endure to the benefit of Developer, the Committee, The Association and all of the Owners of any of the Lots within the Development. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.
- 3.02** It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless by a vote of at least fifty-one percent (51%) of all votes in the Association, it is agreed to change the same in whole or part.
- 3.03** These covenants and restrictions may be amended or altered (a) solely by Developer during such periods of time as the Developer owns Lots within the Property, so long as such amendment does not materially and adversely affect or alter any Owners right to use his Lot or (b) by the (i) vote of fifty-one percent (51%) of all votes in the Association and (ii) written agreement of the Developer.
- 3.04** All personal pronouns used herein whether used in masculine, feminine or neuter gender shall include all genders. The use of the singular tense shall include the plural and vice versa.
- 3.05** Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.
- 3.06** Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.

- 3.07 Whenever in these Protective Covenants Developer, the Association or the Committee has the right to approve, consent to or require any action to be taken, such approval consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association or the committee, as the case may be.
- 3.08 Subject to the conditions, restrictions and other provisions of this Declaration all agreements, actions and determinations lawfully authorized by the Board shall be binding upon Owners, their heirs, executors, personal representatives, administrator, successors, assigns and all others having any interest in the Development. In performing its responsibilities hereunder the Association through the Board shall have the right and authority to delegate to such persons of its choice such duties of the Association as may be determined by the Board. In furtherance of the foregoing and not in limitation hereof the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of any portion of the Development, whether such personnel are furnished or employed directly by the Association or by independent contract with the Association. All costs and expenses incurred incidental to the employment of a manager of the Development or any of the Common Areas shall be a Common Expense. During the term of any such management agreement entered into by the Association with a third party, such manager may if authorized by the Board to exercise all the powers and shall be responsible for the performance of all of the duties of the Association excepting any of such powers or duties specifically and exclusively reserved to the Board or the duties specifically and exclusively reserved to the Board or the officers of the Association, by the Declaration, the Articles of Incorporation or the Bylaws. Such manager may be an individual, corporation or other legal entity and may be bonded in such manner as the Board may require with costs of such bond to be a Common Expense. In addition to the foregoing, the Association may pay for the Board to hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of the Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations of the Association.
- 3.09 The Association shall and does hereby indemnify, defend and agree to hold each and every officer, agent, representative and Member of the Board of the Association including the Developer harmless from and against any and all expense, including court costs and reasonable attorney fees suffered, paid or incurred by any such officer, agent, representative or Member of the Board in connection with any action, suit or other

proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank

IN WITNESS WHEREOF, the Owners have executed this instrument on the
_____ day of _____, 2009.

Name:

Owner of Lot _____, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

STATE OF ALABAMA)
BALDWIN COUNTY)

On this _____ day of _____, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that _____
_____, whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2009.

Notary Public

6th IN WITNESS WHEREOF, the Owners have executed this instrument on the
day of November, 2009.

Name: Ron Bailey Construction, Inc. Owner of Lots 6, 8, 12,
18, 19, 25 & 31, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

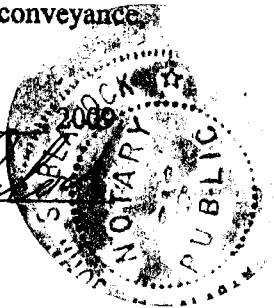
Ronald D. Bailey
Ronald D. Bailey, President

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 6th day of November, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that Ronald D. Bailey,
whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of November, 2009.

John S. Blanton
Notary Public



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 14, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

IN WITNESS WHEREOF, the Owners have executed this instrument on the 3rd day of Nov, 2009.

Name:

Owner of Lot 10, Riverbend Plantation as recorded in Slide 1740B, in the Probate Court of Baldwin County, Alabama.

Gyovanne L. Denton

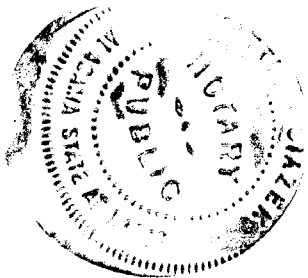
STATE OF ALABAMA)
BALDWIN COUNTY)

On this 3 day of Nov, 2009, I, the undersigned a notary public in and for said county and in said State, hereby certify that Gyovanne L. Denton, whose names are signed to the foregoing Amendment to the Restrictive Covenants, and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3 day of November, 2009.

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 17, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Kathleen K. Biegl
Notary Public



proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank



IN WITNESS WHEREOF, the Owners have executed this instrument on the
8th day of November, 2009.

Name: #13 #14

Owner of Lot _____, Riverbend Plantation as recorded in Slide 1740B, in the Probate Court of Baldwin County, Alabama.

Mary E Engelman

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of November, 2009, I, the undersigned a notary public in and for said county and in said State, hereby certify that Mary Engelman, whose names are signed to the foregoing Amendment to the Restrictive Covenants, and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2009.

Charlotte C. Leigh
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar-28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



IN WITNESS WHEREOF, the Owners have executed this instrument on the
12 day of Nov, 2009.

Name:

Owner of Lot # 15, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

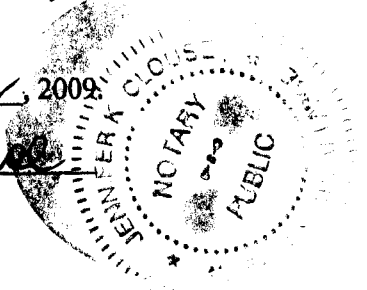
Michael C. Myers
Dan S. Myers

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 12 day of November, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that _____
Jennifer K. Clouse, whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 12 day of November, 2009.

Jennifer K. Clouse
Notary Public



proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank

IN WITNESS WHEREOF, the Owners have executed this instrument on the
8 day of NOVEMBER, 2009.

Name:

Owner of Lot 17, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

William E. Mastererson

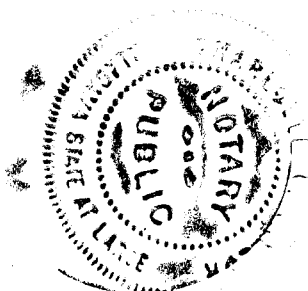
STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of NOVEMBER, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that
WILLIAM E MASTERERSON, whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of NOVEMBER, 2009.

Charlotte C. Thugh
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



IN WITNESS WHEREOF, the Owners have executed this instrument on the
8 day of November, 2009.

Name: Earl + ROSA JANSSEN

Owner of Lot 20, Riverbend Plantation as recorded in Slide 1740B, in the Probate Court of Baldwin County, Alabama.

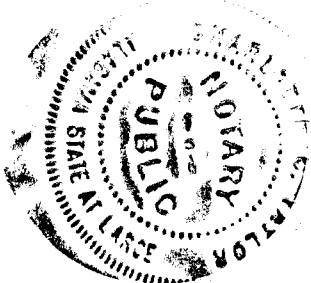
Rosa Janssen
Earl Janssen

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of November, 2009, I, the undersigned a notary public in and for said county and in said State, hereby certify that Earl + Rosa Janssen, whose names are signed to the foregoing Amendment to the Restrictive Covenants, and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2009.

Charlotte C. Thyer
Notary Public



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
COMMISSION EXPIRES: Mar 28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

IN WITNESS WHEREOF, the Owners have executed this instrument on the
2 day of Nov., 2009.

Name:

Owner of Lot 21, Riverbend Plantation as recorded in Slide 1740B, in the Probate Court of Baldwin County, Alabama.

Robert Whitehead
Carolyn Whitehead

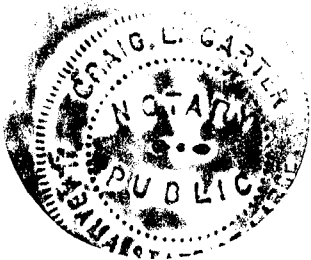
STATE OF ALABAMA)
BALDWIN COUNTY)

On this 2nd day of November, 2009, I, the undersigned a notary public in and for said county and in said State, hereby certify that Robert Whitehead Carolyn Whitehead, whose names are signed to the foregoing Amendment to the Restrictive Covenants, and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of November 2009.

C. L. Carter
Notary Public

Expires 8/13/2013



IN WITNESS WHEREOF, the Owners have executed this instrument on the
8th day of NOVEMBER, 2009.

Name: FREDERIC T. GRONBACK

Owner of Lot 23, Riverbend Plantation as recorded in Slide 1740B, in the Probate Court of Baldwin County, Alabama.

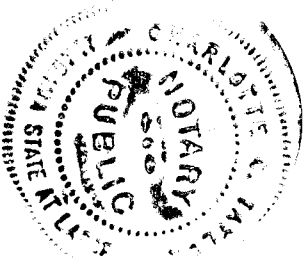
Frederic T. Gronback

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of November, 2009, I, the undersigned a notary public in and for said county, and in said State, hereby certify that Frederic T. Gronback, whose names are signed to the foregoing Amendment to the Restrictive Covenants, and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2009.

Charlotte C. Hugh
Notary Public



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

8TH IN WITNESS WHEREOF, the Owners have executed this instrument on the
day of NOVEMBER, 2009.

Name: KEN KRAICH

Owner of Lot 24, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

Ken Kraich

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of November, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that Ken Kraich,
whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2009.

Charlotte C. Ray
Notary Public

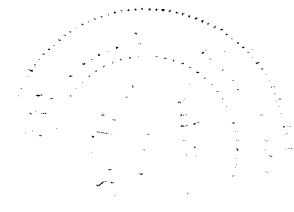
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank



IN WITNESS WHEREOF, the Owners have executed this instrument on the 8 day of November, 2009.

Name: Dennis Gorsuch

Owner of Lot 26, Riverbend Plantation as recorded in Slide 1740B, in the Probate Court of Baldwin County, Alabama.

Dennis L. Gorsuch

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of November, 2009, I, the undersigned a notary public in and for said county and in said State, hereby certify that Dennis Gorsuch, whose names are signed to the foregoing Amendment to the Restrictive Covenants, and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2009.

Charlotte C. Hugh
Notary Public

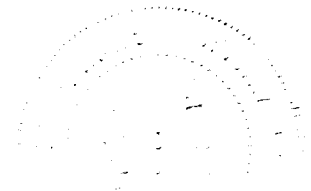
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS



proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank



IN WITNESS WHEREOF, the Owners have executed this instrument on the 8 day of November, 2009.

Name: Roy R. + Dian W. Tyler
Owner of Lot 729, Riverbend Plantation as recorded in Slide 1740B, in the Probate Court of Baldwin County, Alabama.

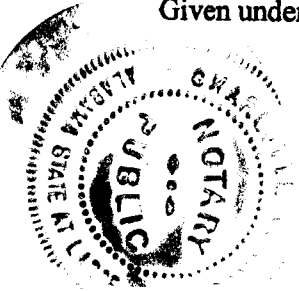
Roy R. Tyler
Dian W. Tyler

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of November, 2009, I, the undersigned a notary public in and for said county and in said State, hereby certify that Roy R. Tyler and Dian W. Tyler, whose names are signed to the foregoing Amendment to the Restrictive Covenants, and who are known to me, acknowledged before me, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2009.

Charlotte C. Hughes
Notary Public

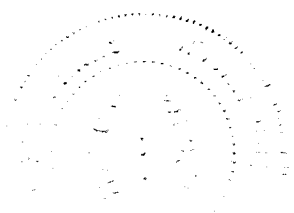


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank



IN WITNESS WHEREOF, the Owners have executed this instrument on the
2 day of November, 2009.

Name:

Owner of Lot 30, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

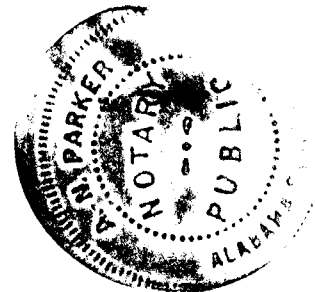
[Signature]

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 2nd day of November, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that Kelly
Johnson, whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of November, 2009.

[Signature]
Notary Public



IN WITNESS WHEREOF, the Owners have executed this instrument on the
8 day of November, 2009.

Name: JAMES A. BOUTWELL

Owner of Lot 32, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

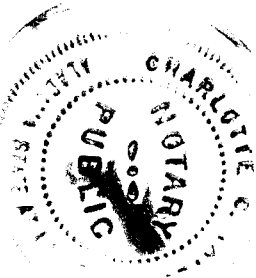
James A Boutwell

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 8 day of November, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that James A Boutwell, whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of November, 2009.

Charlotte C. Taylor
Notary Public

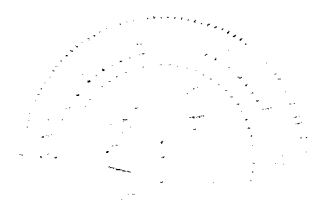


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 28, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank



IN WITNESS WHEREOF, the Owners have executed this instrument on the
19th day of November, 2009.

Name:

Owner of Lot 33, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

Teresa Thomas
Bill Thomas

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 19th day of November, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that
Teresa Thomas & Bill Thomas, whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19th day of November, 2009.

Marlynn L. Toney
Notary Public

MAR-LYNN L. TONEY
MY COMMISSION
EXPIRES 07/11/2012

proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank

IN WITNESS WHEREOF, the Owners have executed this instrument on the
13 day of Nov, 2009.

Name:

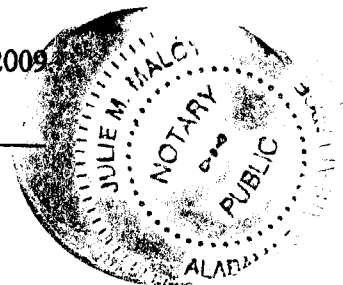
Owner of Lot 28, Riverbend Plantation as recorded in Slide 1740B, in the Probate
Court of Baldwin County, Alabama.

STATE OF ALABAMA)
BALDWIN COUNTY)

On this 13th day of November, 2009, I, the undersigned a
notary public in and for said county and in said State, hereby certify that Graig
Bobo, whose names are
signed to the foregoing Amendment to the Restrictive Covenants, and who are known to
me, acknowledged before me, that, being informed of the contents of the conveyance,
they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of November, 2009.

Julie Malco
Notary Public



My Commission Expires
06/04/2011

proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or Member of the Board of the Association. The officers, agents, representatives and Members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty as finally determined by a court of competent jurisdiction.

The officers, agents, representatives and Members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and Member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or Member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

Remainder of page is intentionally left blank