

STATE OF ALABAMA                    )  
SHELBY COUNTY                    )

**AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR  
BENT RIVER COMMONS OWNERS' ASSOCIATION, INC.**

**AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS,  
AND EASEMENTS FOR BENT RIVER COMMONS OWNERS' ASSOCIATION, INC.,  
THIRD SECTOR** is made and entered into as of the 11<sup>th</sup> day of October, 2022, by  
**BENT RIVER COMMONS OWNERS' ASSOCIATION, INC.**, an Alabama corporation (the  
"Association").

**RECITALS:**

**WHEREAS**, the Association has heretofore executed the Declaration of Covenants, Restrictions, and Easements for Bent River Commons, Third Sector. Which Declaration of Covenants, Restrictions, and Easements, in accordance with State law, is recorded in instrument number 1999-38777, 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 Association desires to make amendments in order to more efficiently carry out the affairs of the Association. Which amendment is made consistent with Section 29 of said Declaration of Covenants, Restrictions, and Easements in that the agreement to make the following amendment was obtained, in writing, from a majority of Owners.

**NOW, THEREFORE**, in consideration of the premises, and by the agreement, in writing, or the majority of the Owners of within Bent River Commons, Third Sector, the Association does hereby amend the Declaration of Covenants, Restrictions, and Easements as follows:

**Section 1 is hereby AMENDED as follows:**


- 1. Residential Use.** The said property shall be used for single family residence purposes only and not for any purpose of business or trade. Any and all leases or rental agreements shall be for not less than the entire property and shall be for a term of not less than twelve (12) months. At no time shall a Lot Owner use a Lot, or any part thereof, or allow a Lot or any part thereof to be used for a short-term lease, short-term rental, vacation rental, or any use other than as a single-family residence.


**Full Force and Effect.** Except as specifically modified and amended herein, all of the terms and conditions of the Declaration of Covenants, Restrictions, and Easements, and all subsequent amendments, shall remain in full force and effect.


**IN WITNESS WHEREOF**, the Association, by the attached signatures evincing the approval of a majority of the Owners, has caused this Amendment to the Declaration of Covenants, Restrictions, and Easements for Bent River Commons Owners' Association, Inc. to be executed as of the day and year first above written.


Bent River Commons Owners' Association, Inc.

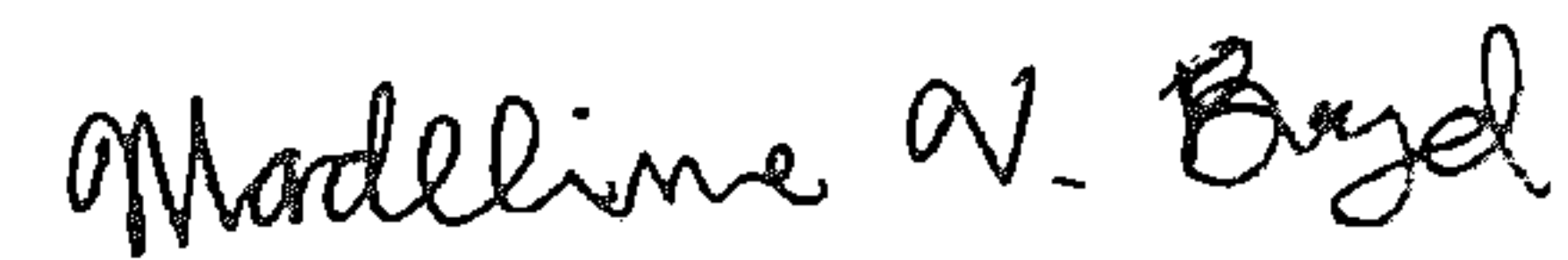
  
Board President

  
Board Member

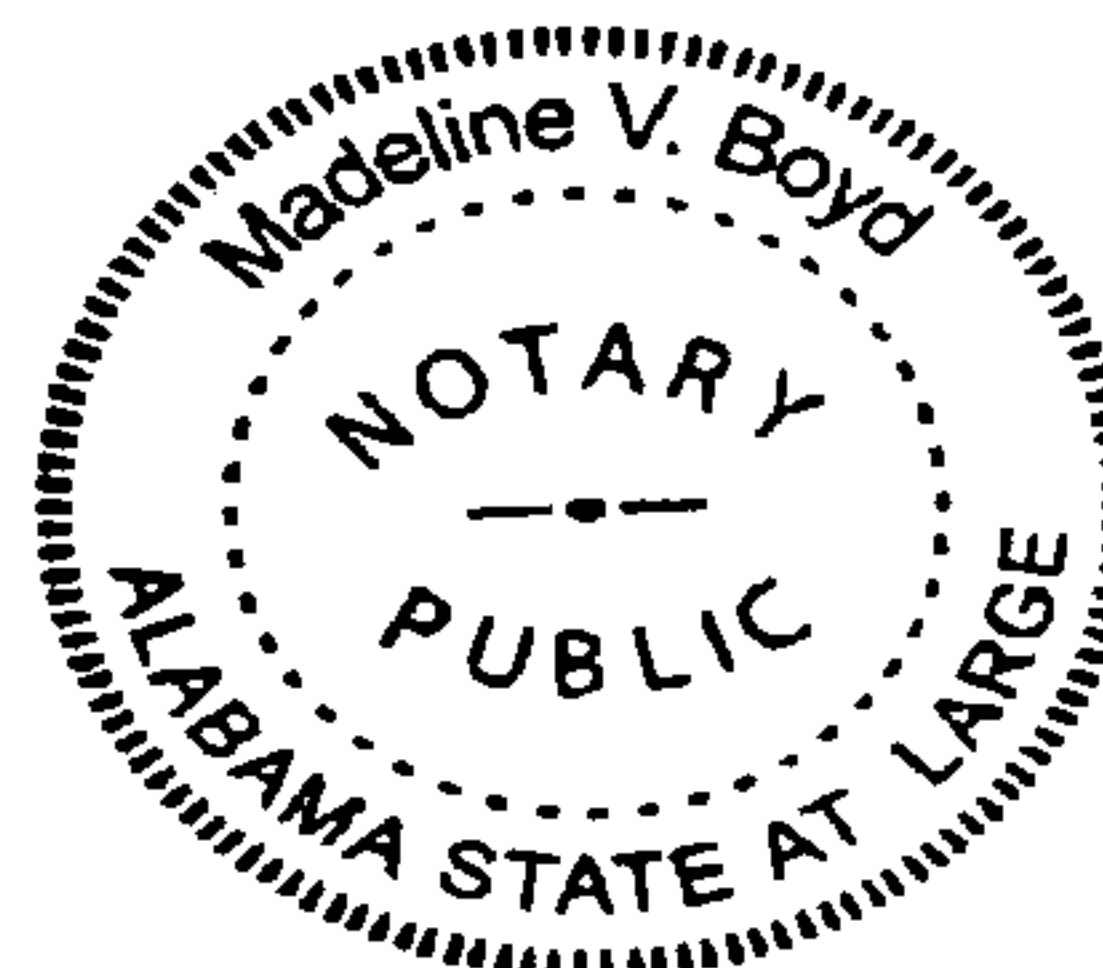
  
Board Member

  
Board Member

  
Board Member

  
Notary: Madeline V. Boyd

MADELINE V. BOYD  
NOTARY PUBLIC  
ALABAMA STATE AT LARGE  
COMMISSION EXPIRES 11-28-2022



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/25/2022 09:59:55 AM  
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