

**FIRST AMENDMENT TO
MELROSE LANDING RESIDENTIAL DECLARATIONS OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

This second amendment Melrose Landing Residential Declaration of Covenants, Conditions and Restrictions (this amendment) is made and entered into as of the 14 day of November, 2022, by Newcastle Development, Inc., an Alabama corporation (Developer)

R E C I T A L S

The Developer, have heretofore caused certain real property to be submitted to the terms and provision of Melrose Landing Declaration of Protective Covenants, Conditions and Restrictions dated as of 4 day of October 2022, which has been recorded in the Office of Judge of Probate of Shelby County, Alabama in said Probate Office (collectively, the Declaration).

Newcastle Development, Inc. Is the owner and developer of that certain real property situated in Shelby County, Alabama which is known as Melrose Landing Phase1, more particularly described as Map Book 56 Page 94.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and Agreement hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Newcastle Development, Inc. Do hereby agree as follows:

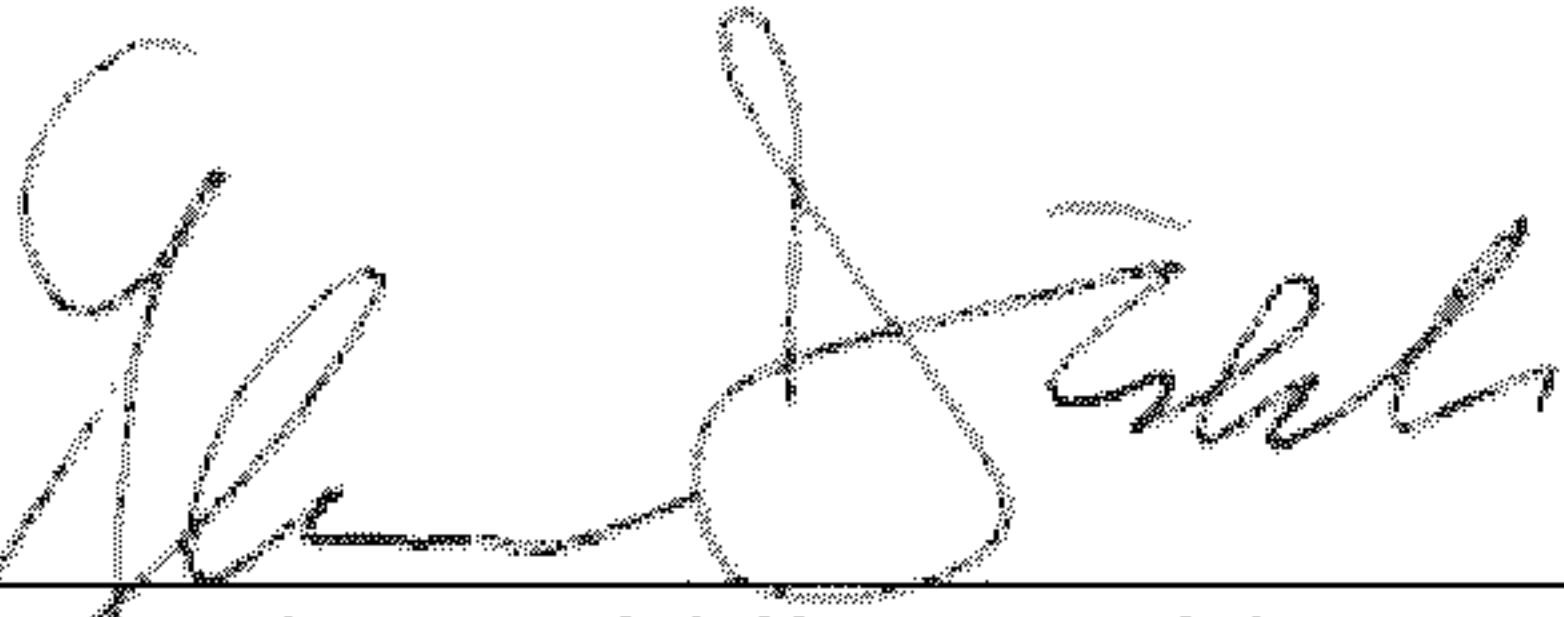
- 1. Exclusive Residential Use and Improvement:** Pursuant to terms and provisions of Article III, Section 1.E, shall be amended to read as follows:

No dwellings shall be erected containing less than Sixteen Hundred (1,600) square feet of living (heated) area for one-story buildings, exclusive of porches and garages. Any 1-1/2 or 2-story dwelling must contain a minimum of Sixteen Hundred (1,600) square feet of living (heated) area, with a minimum of Twelve Hundred (1,200) square feet on the first floor. In the event the governing body's site restrictions shall prevail over these covenants, provided that, the governing body's site requirements are great than the minimum site requirements contained in these covenants.

2) FULL FORCE AND EFFECT. Except as expressly modified and amended by this Amendment, all of the terms and provisions of the Declaration shall remain in full force and effect and hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, Newcastle Development, Inc. have caused this Amendment to be executed as of the day and year first written above.

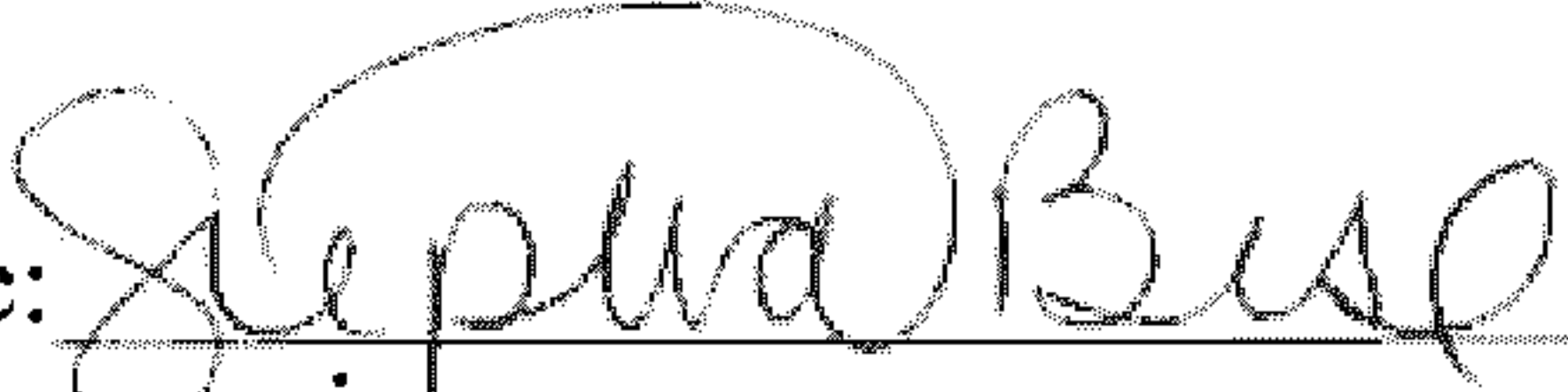
NEWCASTLE DEVELOPMENT, INC.

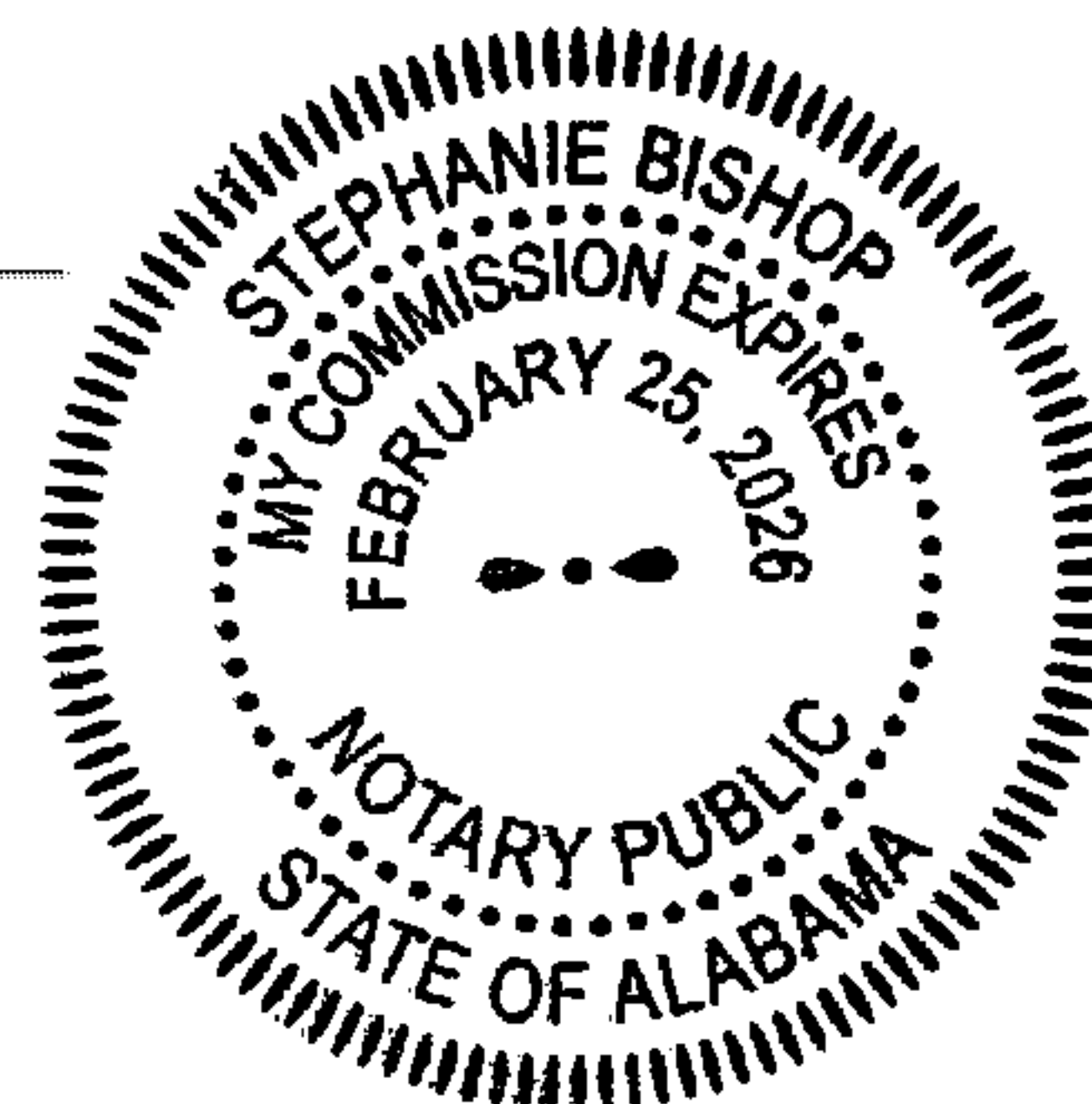

By: Glenn Siddle, President

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Glenn Siddle as President of Newcastle Development, Inc., personally known to me to be the person who executed the within instrument whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of Newcastle Development, Inc., aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of march, 2023.

Notary Public: 
My commission expires:



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/01/2023 03:21:18 PM
\$25.00 PAYGE
20230501000128470

