

STATE OF ALABAMA       )  
SHELBY COUNTY        )



20241125000365490 1/3 \$28.00  
Shelby Cnty Judge of Probate, AL  
11/25/2024 02:28:43 PM FILED/CERT

**SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS**  
**FOR**  
**HUNTLEY RIDGE, A RESIDENTIAL SUBDIVISION**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HUNTLEY RIDGE, A RESIDENTIAL SUBDIVISION (this "Amendment") dated November 22, 2024 (the "Effective Date") is made by GRANT'S MILL, LLC, an Alabama limited liability company ("Developer").

**RECITALS**

WHEREAS, Developer is the owner of certain property located in Shelby County, Alabama, which Developer is developing into a residential subdivision known as Huntley Ridge (the "Subdivision"), the subdivision plat for Phase I of which is recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Probate Office") in Map Book 59, Page 98 (the "Phase I Plat") and the subdivision plat for Phase II of which is recorded in the Probate Office in Map Book 60, Page 38 (the "Phase II Plat" and, together with the Phase I Plat, collectively, the "Property"); and

WHEREAS, Developer subjected the Property to the terms of that certain Declaration of Protective Covenants for Huntley Ridge, a Residential Subdivision, dated June 4, 2024 and recorded in the Probate Office as Instrument No. 20240607000170100, as amended by that certain First Amendment to Declaration of Protective Covenants for Huntley Ridge, a Residential Subdivision, dated August 26, 2024 and recorded in the Probate Office as Instrument No. 20240909000279280 (collectively, as further amended from time to time, the "Declaration"), under which Declaration the Developer is the declarant. Capitalized terms not otherwise defined herein shall have the same meanings assigned to them in the Declaration; and

WHEREAS, Developer now desires to amend the Declaration, as more fully set forth herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, Developer does hereby amend the Declaration as follows, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the Property or any part thereof and shall inure to the benefit of each Owner and Developer.

1. **Recitals.** The Recitals set forth above are incorporated herein by reference.
2. **Additional Sewer Assessments.** In accordance with Section 11.01 of the Declaration, the Developer hereby amends the Declaration to add the following as Section 5.12 therein:



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“Section 5.12 **Grinder Pump Assessment – Grinder Pump Lots**. The term “**Grinder Pump Lots**” shall mean and refer to Lots 18-27 and 43-50 as shown on the Phase II Plat, together with any applicable Lots in future phases of the Subdivision that may subsequently be added. The term “**Grinder Pump Lot Owner**” shall mean and refer to those persons or entities who or which have fee simple title to any Grinder Pump Lot or Grinder Pump Lots. Each Grinder Pump Lot Owner shall be responsible for installing and maintaining a grinder pump system on such Owner’s Grinder Pump Lot, together with all other equipment necessary for the proper flow of sewage from said area, including any additional pumping equipment, if needed. Notwithstanding the foregoing, the Association has entered into a residential grinder pump system service and repair agreement (the “**Grinder Pump Agreement**”) with SWWC Services, Inc., a Delaware corporation, or one of its affiliates (“**SWWC**”) pursuant to which SWWC has agreed to install, repair and maintain the grinder pump system on each Grinder Pump Lot in the Subdivision. Said equipment shall be kept in working condition so as to not affect the integrity of the sanitary sewer system to which it is attached, nor shall any condition be allowed to occur that shall cause it to malfunction or not be in proper working order at all times, pursuant to the terms of the Grinder Pump Agreement. All costs and expenses incurred pursuant to the terms of the Grinder Pump Agreement shall be included as part of an additional Annual Assessment levied on each Grinder Pump Lot Owner (the “**Grinder Pump Assessment**”). Developer currently estimates that the initial Grinder Pump Assessment shall be approximately \$250.00 per year per Grinder Pump Lot. A copy of the Grinder Pump Agreement setting forth the terms and conditions upon which such installation, repair, and maintenance services will be provided shall be given to each Grinder Pump Lot Owner. Each Grinder Pump Lot Owner shall comply with the terms and conditions of such Grinder Pump Agreement and any related rules and regulations of SWWC.

3. **Effect of Amendment**. Except as specifically modified and amended hereby, the Declaration shall remain in full force and effect in accordance with its terms.

4. **Governing Law**. This Amendment shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.

[Signature on following page]





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IN WITNESS WHEREOF, Developer has executed this Amendment as the date first set forth above.

**"DEVELOPER":**

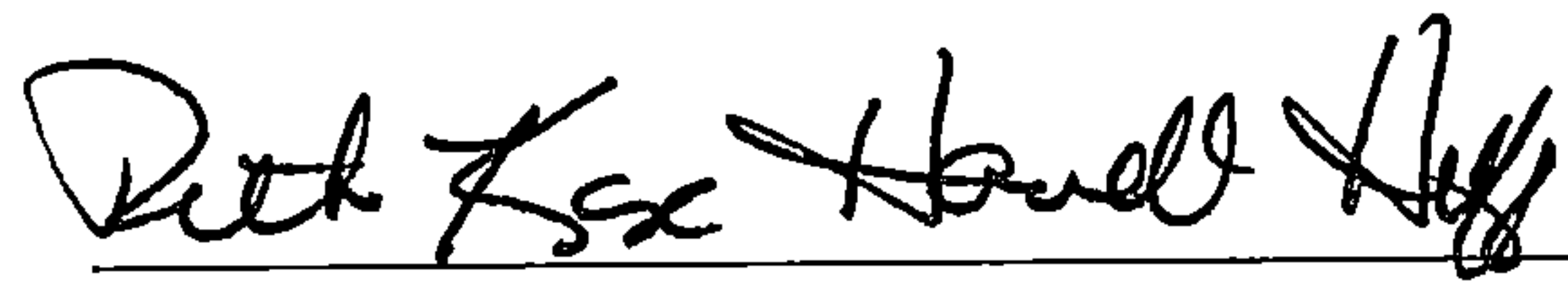
**GRANT'S MILL, LLC,**  
an Alabama limited liability company

By:   
Name: Clint Johnston  
Its: President

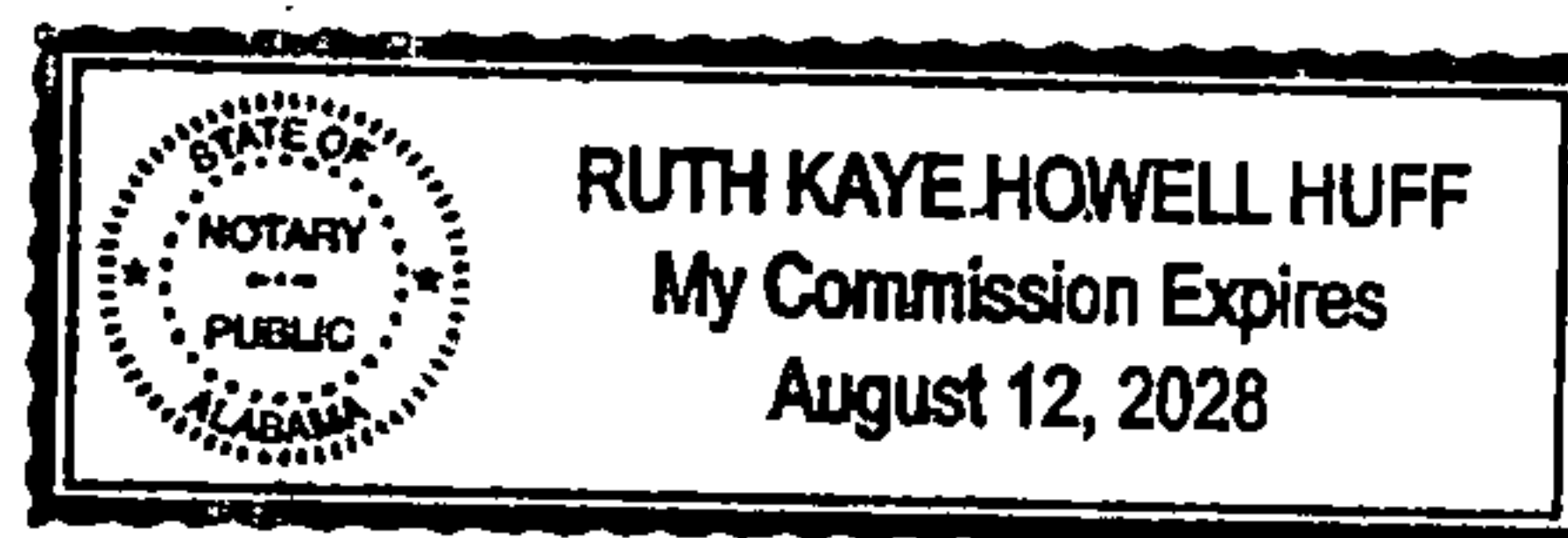
STATE OF ALABAMA     )  
SHELBY COUNTY        )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Clint Johnston, whose name as President of Grant's Mill, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal of office this 22 day of November, 2024.

  
Notary Public

My commission expires:  
8-12-2028  
[SEAL]



This Instrument was prepared by:  
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