

STATE OF ALABAMA )  
 )  
COUNTY OF BALDWIN )

THIS INSTRUMENT WAS PREPARED BY:  
Albert E. Ritchey, Atty-at-Law  
P. O. Drawer 590069  
Birmingham, Alabama 35259-0069

FIRST AMENDMENT TO  
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATION AND CONDITIONS  
of  
HERITAGE SHORES  
A PLANNED UNIT DEVELOPMENT

RECORD FEE 12.50  
STATE OF ALABAMA  
BALDWIN COUNTY  
I CERTIFY THIS INSTRUMENT WAS  
FILED AND TAXES COLLECTED ON  
APR 28 9 05 AM '97  
JUDGE OF PROBATE

This First Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores, a Planned Unit Development, is made and entered into effective as of the 1st day of March, 1997 by ALBRON, L.L.C., an Alabama Limited Liability Company, hereinafter called "Developer";

W I T N E S S E T H

WHEREAS, On the 3rd day of March, 1995, a Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Developer of Heritage Shores, a Planned Unit Development, in Misc. 82, Pages 166-190 in the Office of the Judge of Probate, Baldwin County Alabama (the Declaration).

WHEREAS, Developer desires to amend the Declaration pursuant to Article XII of the Declaration.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Developer, pursuant to the provisions of Article XII of the Declaration does hereby adopt the following Amendment to the Declaration:

Section 2.1 of ARTICLE II of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 2.1 shall read as follows:

"2.1 Property. The Property included in the Development is more particularly described as follows:

Lots 122, 123, 124, 125, 126 and 127, as recorded in Gulf Beach Re-Subdivision "A", as recorded in Map Book 1, Page 142, except that part in Laine Court, as recorded in Map Book 4, Page 222, in the Office of the Judge of Probate, Baldwin County Alabama; and Lot 15, Laine Court, as recorded in Map Book 4, Page 222, in the Office of the Judge of Probate, Baldwin County Alabama.

FILED 749 PAGE 0181

This property is now known as the Heritage Shores Subdivision, a Planned Unit Development, consisting of thirty-nine (39) lots, as described on Slide No. 1553-A in the Office of the Judge of Probate of Baldwin County, Alabama."

The following Sub-Sections of Section 9.5 of ARTICLE IX of the Declaration are hereby deleted in their entirety and the following are substituted in their place and stead so that these Sub-Sections of Section 9.5 shall read as follows:

"9.5 Construction Requirements.

(b) Maximum Building Coverage/Minimum Foundation Size. No more than forty (40%) percent of any Lot may be covered by the buildings. The buildings shall mean areas contained under the roof, including enclosed living space and outside porch space. The minimum enclosed living area shall be twelve hundred (1200) square feet. All ground (on-grade) area covered by upper level framed floor structure must be covered with continuous concrete slab. Slab must extend a minimum of three inches (3") beyond outer most structural piles.

(e) Windows. All windows shall be casement, awning, single or double-hung with white baked enamel finish aluminum or vinyl. Horizontal sliders will not be permitted. All windows must be either square or higher than wide.

Lightly tinted glass is acceptable, but foil or reflection material will not be allowed. Roof overhangs, awnings, and shutters are appropriate sun screening devices with approval of design, material, and colors.

(f) Roofs. All roofs must match grey roof color of club house and be constructed out of dimensional fiberglass shingles, metal or concrete tiles. A minimum roof pitch of 6/12 will be required.

Roofs having less than a 6/12 slope will be acceptable only in minor areas (not to exceed 15% of roofing area) with primary acceptability in uses as a connection to more dominant themes of the roofing mass. All connecting roofs, i.e., gazebo to main structure, etc., shall have a roof with material compatible with the main structure. Roof overhangs shall form an integral part of the architectural character of the Development and should be maximized wherever possible to provide shelter from both sun and rain. In many cases the roof overhangs may incorporate balconies, decks and screened porches. The contemporary "shed" design is not appropriate.

Roof overhangs shall be at least eighteen inches (18") and no more than twenty-four inches (24") complying with Baldwin County supplemental Hurricane Code, 1988 edition.

All roof accessories, such as vent stacks, flashing and roof vents, shall be painted to match the roof color. Vents shall be located away from the entry elevations. Raw aluminum or galvanized flashing will not be allowed. All roofs shall be ventilated with soffit and roof vents.

(h) Doors. A strong emphasis on front door placement and design will be encouraged. The front door should make a bold architectural statement of entry. Wood or glass exterior doors are strongly recommended. The use of double front entry doors, or doors enhanced by side and/or top window panels are required. Sliding patio doors, if clad in aluminum or vinyl, shall be permitted.

(k) Porches, Decks, Verandas and Balconies. The use of wide verandas on the front, sides or rear of the residences will be strongly encouraged. Handrails and/or columns form an integral part of the veranda concept. The handrails and column must be either stone, wood, EFIS, or wrought iron (with proper rust prohibitor), and designed to be architecturally compatible with the residence. Columns, handrails and spindles must be properly proportioned to the scale and mass of the house. Spindles shall not be less than two and one-half inches (2 1/2") in diameter.

Balconies will be encouraged to provide second floor privacy areas and to add a view. All houses must have front porches which are a minimum of eight feet (8') in depth, and extend the entire width of the house.

(n) Driveways. Driveway entry from the street must be a minimum of five feet (5') from the side property lines. Access to screened parking beneath homes will be reviewed by the Committee on an individual basis.

The maximum driveway width at the intersection of the curb shall not exceed fifteen feet (15').

Full brick pavers or stamped colored concrete driveways are strongly encouraged. However, all driveways must have a minimum twelve inch (12") wide border of either stamped colored concrete or brick pavers with the main body of the driveway colored concrete compatible with the borders and scored a minimum of five (5) feet in each direction. Each driveway design, pattern and coloring must be noted on the site plan for hardscape of the landscape design drawings.

The driveway entrance to each Lot must be approved in writing by the Committee prior to construction to insure compatibility of esthetics and that the Owner has established adequate erosion control.

FILE 749 PAGE 0183

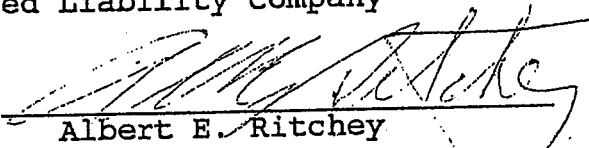
(q) Equipment. All heating, ventilation and air conditioning (HVAC) equipment, including, without limitation, compressors, and other mechanical and/or electrical devices on any Lot shall be located to the rear or side of the front most extension of the principal dwelling located thereon, and shall be visually screened from the street and adjoining Lots. All equipment shall be installed in compliance with applicable regulations. Butane or propane tanks to serve HVAC equipment are not permitted.

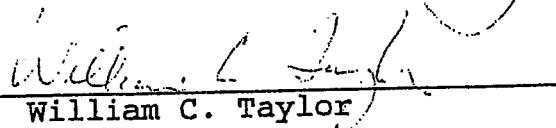
(t) Landscaping. Plants and greenery will be required around all dwellings. All homes must have a landscape irrigation system. A landscaping plan, to include the plants, greenery and landscape irrigation system, must be included with the house plans when they are submitted to the Committee."

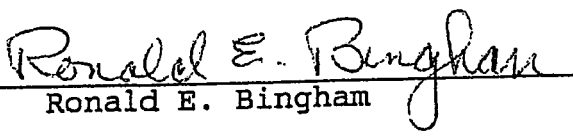
All other provisions of the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores shall remain in full force and effect and are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Developer, ALBRON, L.L.C., an Alabama Limited Liability Company, has caused these presents to be executed by its duly authorized Managers, Albert E. Ritchey, William C. Taylor and Ronald E. Bingham, hereunto appearing, as of the 1st day of March, 1997.

ALBRON, L.L.C. an Alabama  
Limited Liability Company

By:   
Albert E. Ritchey

By:   
William C. Taylor

By:   
Ronald E. Bingham

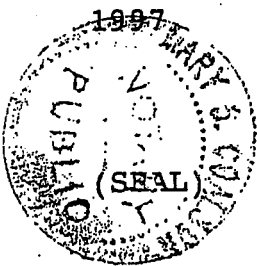
ITS MANAGERS

FILED 749 PAGE 0184

STATE OF ALABAMA )  
 )  
JEFFERSON COUNTY )

I, the undersigned Notary Public in and for said State and County, do hereby certify that Albert E. Ritchey and William C. Taylor, whose names as Managers of ALBRON, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing instrument, and who are know to me, acknowledged before me on this day that, being informed of the contents of said instrument, they as such Managers and with full authority executed the same voluntarily for and as the act of said Company, on the day the same bears date.

Given under my hand and official seal, this 24<sup>th</sup> day of March, 1997.



Mary S. Coakley  
Notary Public  
My Commission Expires: 6-7-00

STATE OF KENTUCKY )  
 )  
COUNTY OF FAYETTE )

I, the undersigned Notary Public in and for said State and County, do hereby certify that Ronald E. Bingham, whose name as Manager of ALBRON, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Manager and with full authority executed the same voluntarily for and as the act of said Company, on the day the same bears date.

Given under my hand and official seal, this 26<sup>th</sup> day of March, 1997.



Nancy Carter Flynn  
Notary Public  
My Commission Expires: 6-30-97

FILED IN PROCEEDINGS

**SECTION II-B**

**HERITAGE SHORES  
A PLANNED UNIT DEVELOPMENT**

**SECOND AMENDMENT TO,  
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,  
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS**

STATE OF ALABAMA )  
 )  
COUNTY OF BALDWIN )

THIS INSTRUMENT WAS PREPARED BY:  
Albert E. Ritchey, Atty-at-Law  
P. O. Drawer 590069  
Birmingham, Alabama 35259-0069

State of Alabama, Baldwin County  
I certify this instrument was filed  
and taxes collected on:  
2000 October -16 8:59AM  
Instrument Number 566826 Pages 9  
Recording 27.00 Mortgage  
Deed Min Tax  
Index DP 1.00  
Archive 3.00  
Mirian I. Joins, Judge of Probate

SECOND AMENDMENT TO  
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS  
AFFIRMATIVE OBLIGATION AND CONDITIONS

of

HERITAGE SHORES

A PLANNED UNIT DEVELOPMENT

This Second Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores, a Planned Unit Development, is made and entered into effective as of the 1st day of November, 2000 ;

WITNESSETH

WHEREAS, On the 3rd day of March, 1995, a Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Developer of Heritage Shores, a Planned Unit Development, in Misc. 82, Pages 166-190 in the Office of the Judge of Probate, Baldwin County Alabama ("the Declaration"); and

WHEREAS, On the 28<sup>th</sup> day of April, 1997, a First Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Developer of Heritage Shores, a Planned Unit Development, in Real. 749, Pages 0181-0185 in the Office of the Judge of Probate, Baldwin County Alabama ("the First Amendment to the Declaration"); and

WHEREAS, the Owners of Heritage Shores, a Planned Unit Development desire to amend the Declaration and the First Amendment to the Declaration pursuant to Article XII of the Declaration.

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Owners, pursuant to the provisions of Article XII of the Declaration do hereby adopt the following amendments to the Declaration and the First Amendment to the Declaration:

The first paragraph of Section 3.6 of ARTICLE III of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that the first paragraph of Section 3.6 shall read as follows:

900006

"3.6 Obligations of Owners. Each Owner shall, by acceptance of title to such Owner's Lot, be conclusively presumed to have agreed to abide by this Declaration, and the Rights, Covenants, Restrictions, Affirmative Obligations and Conditions set forth herein, the Articles of Incorporation and By-Laws, and all Rules and Regulations from time to time made and promulgated by the Association, and all amendments thereto heretofore or hereafter adopted, and to pay, when due, all membership dues, fees, fines and assessments due by such Lot Owner to the Association, together with interest thereon from the due date at the interest rate, not to exceed the maximum legal rate, set by the Association."

Section 3.7 of ARTICLE III of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 3.7 shall read as follows

"3.7 Liens. The Association shall have a lien on each Lot for any unpaid membership dues, fees, fines and assessments due by the Owner's thereof, duly made by the Association, together with interest thereon at the rate aforesaid, and reasonable attorney's fees and costs. Such lien shall be effective from and after the time of recording in the public records of Baldwin County, Alabama of a claim of lien stating the description of the Lot, the name of the record Owner, the amount due and the date when due. Such claim of lien shall include only sums due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien. All such liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of the Association's lien. Such liens may be foreclosed by an action brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association shall have the power to bid in the Lot at foreclosure sale and to acquire, hold, lease, mortgage and convey the same. An action to recover a money judgment for unpaid dues, fees and assessments may also be maintained without waiving the lien securing the same."

Section 3.11 of ARTICLE III of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 3.11 shall read as follows:

"3.11 Maintenance of Common Elements and Lots. The Association shall be responsible for all maintenance, repairs, and replacement of the Common Elements and each Owner shall be responsible for all maintenance, repairs and replacement of such Owner's Lot and the improvements thereon. In addition, each Owner shall be responsible for the maintenance of such Owner's Lot at all times, before and after construction, free of debris and unsightly condition; and if any Owner fails to do so, the Association shall have the right (but not the obligation) to levy a fine and/or correct any such condition at the Owner's expense. Neither the Association nor any of its authorized agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry, inspection or correction of any such condition."



Section 10.1 of ARTICLE X of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 10.1 shall read as follows:

"10.1 Violations. The Committee shall, upon written request by an Owner, or upon its own initiative, if it so elects, investigate any possible violation of these restrictions and determine by majority vote whether a violation exists. If the Committee determines that no such violation exists, it shall give written notice of its determination to the complainant Lot Owner, if any, in person or by registered or certified mail, addressed to such Lot Owner at such Lot Owner's last known address. Should the Committee determine that a violation does exist, it shall give written notice of this determination in person or by registered or certified mail to the complainant Lot Owner, if any, and to the Owner of the Lot on which, or as to which such violation exists, addressed to each at their last known address. The Owner of the Lot on which, or as to which, such violation exists shall be allowed thirty (30) days after the giving of such notice, or such longer period as the Committee may deem appropriate, in which to correct such violation. Should the violation not be corrected within such period, the Committee, or any Owner or Owners, shall each have the right, but not the obligation, to levy a fine and/or prosecute any proceedings at law or in equity against the person or persons found by the Committee to be violating any of these restrictions and prevent them from so doing, recover damages for such violation, and obtain any other legal or equitable relief to which they may be entitled under the circumstances. No such proceedings shall be commenced unless the Committee fails to act for thirty (30) days after receiving a written complaint of a violation."

Section 12.1 of ARTICLE XII of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 12.1 shall read as follows:

"12.1 Amendments. Notwithstanding anything to the contrary in the Declaration, Articles of Incorporation, and By-Laws of Heritage Shores Property Owners Association, Inc. (HSPOA), the Owners of a majority of the Lots in the Development, by written instrument executed by the then current President and Secretary of HSPOA, may at any time amend these covenants and restrictions, and any amendments thereto, by filing the same of record in the Probate Court of Baldwin County, Alabama, provided, however, that no such amendment shall permit the improvement, use or occupancy of any Lot for other than residential purposes."

The following Sub-Sections of Section 9.5 of ARTICLE IX of the First Amendment to the Declaration are hereby deleted in their entirety and the following are substituted in their place and stead so that these Sub-Sections of Section 9.5 shall read as follows:

"9.5 Construction Requirements.

(k) Porches, Decks, Verandas and Balconies. The use of wide verandas on the front, sides or rear of the residences will be strongly encouraged. Handrails and/or columns form

an integral part of the veranda concept. The handrails and column must be either stone, wood, EFIS, or wrought iron (with proper rust prohibitor), and designed to be architecturally compatible with the residence. Columns, handrails and spindles must be properly proportioned to the scale and mass of the house and shall be painted to match the trim color of the house. Spindles shall not be less than two and one-half inches (2 ½") in diameter.

Balconies will be encouraged to provide second floor privacy areas and to add a view. All houses must have front porches which are a minimum of eight feet (8') in depth, and extend the entire width of the house.

(n) Driveways. Driveway entry from the street must be a minimum of five feet (5') from the side property lines. Access to screened parking beneath homes will be reviewed by the Committee on an individual basis.

The maximum driveway width shall not exceed the outside width of the house.

Full brick pavers or stamped colored concrete driveways are strongly encouraged. However, all driveways must have a minimum twelve inch (12") wide border of either stamped colored concrete or brick pavers with the main body of the driveway colored concrete compatible with the borders and scored a minimum of five (5) feet in each direction. Each driveway design, pattern and coloring must be noted on the site plan for hardscape of the landscape design drawings. Concrete coloring shall either be a concrete stain or a color additive in the concrete batch. Painting of concrete is unacceptable. Minimum requirements for hardscape/landscape are shown on the attached Site Plan, Options A, B, & C.

The driveway entrance to each Lot must be approved in writing by the Committee prior to construction to insure compatibility of esthetics and that the Owner has established adequate erosion control.

(t) Landscaping. Plants and greenery will be required around all dwellings. All homes must have a landscape irrigation system. Suggested Minimum requirements for hardscape/landscape are shown on the attached Site Plan, Options A, B, & C. A landscaping plan, to include the plants, greenery and landscape irrigation system, must be included with the house plans when they are submitted to the Committee."

All other provisions of the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores and the First Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions remain in full force and effect and are hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the majority of the owners have caused these presents to be executed by the duly authorized President and Secretary of Heritage Shores Property Owners Association, Inc., hereunto appearing, as of the 1st day of November, 2000.

Heritage Shores Property Owners Association, Inc.  
an Alabama nonprofit corporation

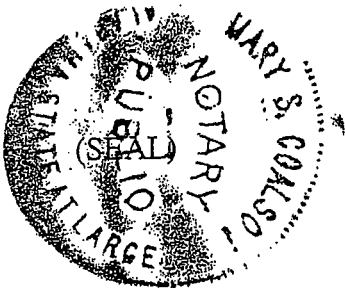
By: *Albert E. Ritchey*  
Albert E. Ritchey  
Its President

By: *Ronald E. Bingham*  
Ronald E. Bingham  
Its Secretary

STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY    )

I, the undersigned Notary Public in and for said State and County, do hereby certify that Albert E. Ritchey, whose name as President of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officers and with full authority executed the same voluntarily for and as the act of said Company and the owners of Lots at Heritage Shores, on the day the same bears date.

Given under my hand and official seal, this 2<sup>nd</sup> day of October, 2000.



*Mary S. Coalso*  
Notary Public  
My Commission Expires: 6/7/04

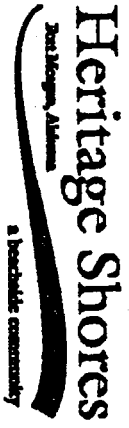
STATE OF ALABAMA     )  
                                  )  
JEFFERSON COUNTY     )

I, the undersigned Notary Public in and for said State and County, do hereby certify that Ronald E. Bingham, whose name as Secretary of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officers and with full authority executed the same voluntarily for and as the act of said Company and the owners of Lots at Heritage Shores, on the day the same bears date.

Given under my hand and official seal, this 2<sup>nd</sup> day of October, 2000.

Mary J. Carlson  
Notary Public  
My Commission Expires: 6/7/04

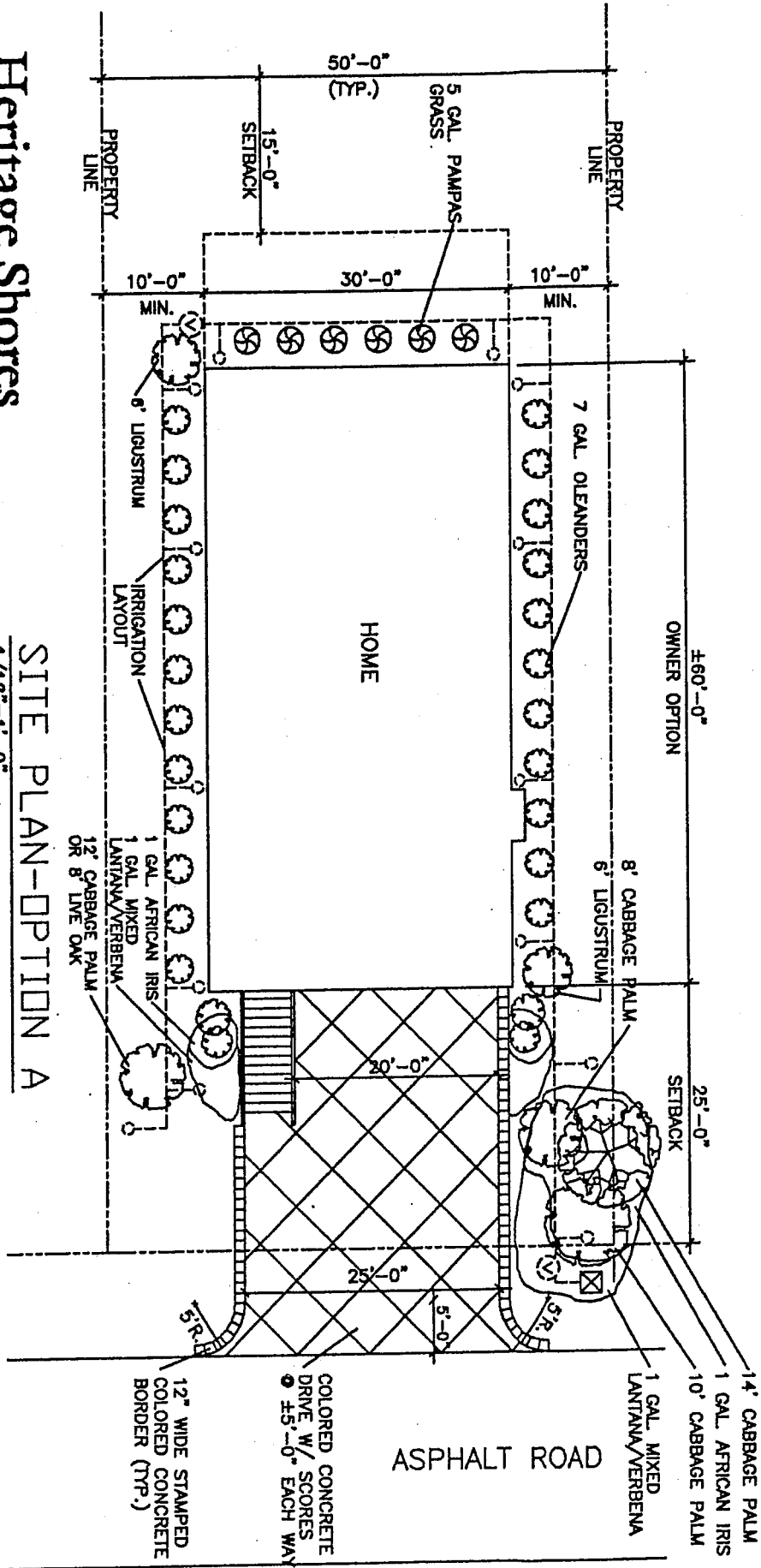
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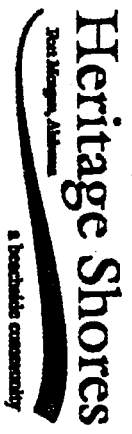


# SITE PLAN-OPTION A

1/16"=1'-0"

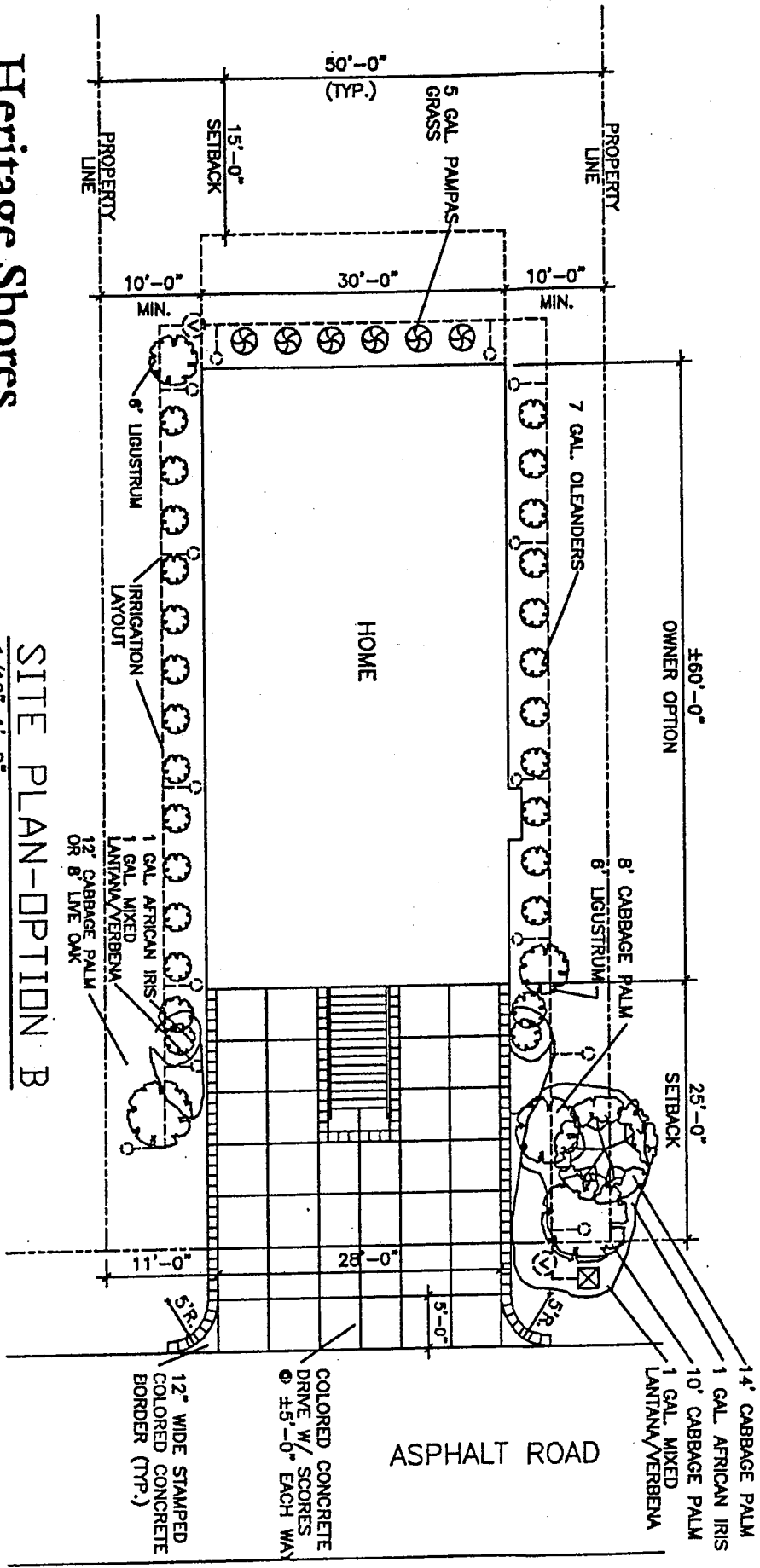
8/23/2000  
2000 DAVID & COMPANY ARCHITECTS, INC.





**SITE PLAN-OPTION B**  
1/16"=1'-0"

8/23/2000  
2000 DAVID & COMPANY ARCHITECTS, INC.



# Heritage Shores

2000 Heritage, Atlanta  
A Brookfield Community

## SITE PLAN-OPTION C

1/16"=1'-0"

8/23/2000  
2000 DAVID & COMPANY ARCHITECTS, INC.

