

STATE OF ALABAMA)
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COUNTY OF BALDWIN)

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1202055

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

of

HERITAGE SHORES

A PLANNED UNIT DEVELOPMENT

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 10/7/2009 2:42 PM
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6 Pages

This Fourth Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores, a Planned Unit Development, as amended, is made and entered into effective as of the 20th day of October, 2007 ;

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”); and

WHEREAS, On the 28th 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, On the 16th day of October, 2000, a Second Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instrument Number 566826, Pages 1-9, in the Office of the Judge of Probate, Baldwin County Alabama (“the Second Amendment to the Declaration”); and

WHEREAS, On the 24th day of May, 2005, a Third Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instrument Number 893893, Pages 1-3, in the Office of the Judge of Probate, Baldwin County Alabama (“the Third Amendment to the Declaration”); and

WHEREAS, a majority of the Owners of the Heritage Shores Property Owners Association, Inc. voted on the 20th day of October, 2007 to amend the Declaration and Amendments thereto as hereinafter set forth.

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

Section 3.3 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 3.3 shall read as follows:

“3.3 Meetings

A meeting of the members of the Association (“Members”) shall be held at least once each year. Special meetings of the Members may be called by the President or a majority of the Board or by Members having not less than fifty percent (50%) of the votes in the Association. Not less than ten (10) nor more than Sixty (60) days in advance of any meeting, the Secretary or other officer specified in the By-Laws shall cause notice to be hand delivered or sent prepaid by United States mail to the mailing address of each Member or to any other mailing **or electronic mailing** address designated in writing by such Member and filed with the Secretary. The notice of the meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Articles of Incorporation, **Declarations**, or By-Laws, any budget changes and any proposals to levy special assessments or to remove an officer or member of the Board, provided, however, that if the initial meeting is adjourned, the purpose of the meeting need not be set forth in the notice of any subsequent meeting called for the same purpose, and the notice provisions set forth in Section 3.4 shall apply in respect to each such subsequent meeting.”

Section 3.4 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 3.4 shall read as follows:

“3.4 Quorum

At any initial meeting of the Members, whether regular or special, the presence at the meeting, in person or by proxy, of members entitled to cast **a majority** of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, one or more subsequent meetings may be called on not less than ten (10) days written notice of each such subsequent meeting; and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

If a quorum is present at a meeting the affirmative vote of a majority in interest of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members, unless a greater number is required by the Articles of Incorporation or By-Laws.”

Sub-Section (c) of Section 3.12 of ARTICLE III of the Declaration, is hereby deleted in its entirety and the following is substituted in its place and stead so that Sub-Section (c) of Section 3.12 shall read as follows:

“3.12 **Insurance**

(c.) If the insurance described in subsections (a) and (b) is not reasonably available, the Association shall cause notice of that fact to be hand delivered, sent prepaid by United States mail, **or electronically mailed** to all owners. The By-Laws may require the Association to carry other insurance, and the Association in any event may carry any other insurance **or self-insurance for property damage** it deems appropriate to protect the Association and/or the Owners. **If property damage is self-insured, a minimum of \$10,000 must be set aside each year into a separate, interest bearing Facilites Maintenance and Repair Account (FMRA). The FMRA will be capped at \$200,000 subject to annual approval by the Association.”**

Section 5.8 of ARTICLE V of the Declaration, is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 5.8 shall read as follows:

“5.8 **Effect of Non-payment of Assessment**

If any assessment is not paid on the date due, such assessment shall thereupon become delinquent and shall, together with interest thereon and costs of collection thereof, become a continuing lien on the property related to such delinquent assessment which shall bind such property in the hands of the then Owner, and the heirs, devisees, legal representatives, successors and assigns of the Owner. The personal obligation of the then Owner to pay such assessment, however, shall, in addition to the lien against such property, remain such Owner's personal obligation.

If any assessment is not paid within thirty (30) days after the date when due, **interest may be assessed from the date of delinquency at the interest rate of ten (10) percent per quarter.** The Association may bring an action at law against any Owner personally obligated to pay the same, or the Association may foreclose the lien against the property related to such assessment in the same fashion as mortgage liens are foreclosed; provided that thirty (30) days prior notice of the intention to foreclose shall be mailed, postage prepaid, to the Lot Owner and to all persons having a mortgage lien or other interest of record in such Lot as shown in the Association's record of ownership. The Association shall be entitled to the appointment of a Receiver, if it so requests. The Association may pursue either or both remedies, separately and simultaneously, as it may determine without waiver of any remedy and without preclusion of any remedy not pursued. There shall also be added to the amount of such assessment the costs incurred in any action pursued to collect such assessment, including reasonable attorney's fees, regardless of whether litigation is involved. In the event a judgment is obtained, it shall include interest on the assessment, a reasonable attorney's fee and the costs of the action. If there be more than one Owner personally liable for any assessment, such liability shall be joint and several, and the Association, in its sole discretion, may elect to proceed against one, any, or all of such Owners for recovery of the entire

sum due with or without proceeding against any other Owner, but without prejudice to its right to proceed against such others.”

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

“ARTICLE IX: USE OF LOTS

9.5 Construction Requirements

(e) **Windows.** All windows shall be casement, finish aluminum or vinyl. Horizontal sliders will not be permitted. 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.

(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. 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.

(p) **Clothes Lines.** No outside clothes line shall be permitted in the Development at any time, **unless they are under the house and obscured from view.**

(q) **Equipment.** **HVAC 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. Permanently installed propane and/or butane tanks are allowed, provided that they have been permitted in writing by the Architectural Review Committee, who will dictate where it should be buried. All propane/butane installations shall be inspected by the appropriate authority. All equipment and tanks shall be installed in compliance with all applicable laws, regulations and/or codes, and all must be visually screened from the street and adjoining lots.**

(t.) **Landscaping.** **A minimum of 120 square feet of plantings is required in the front of each lot, to include one large palm, one small palm, and native, drought tolerant, plants. A watering system, such as soaker hose with timer, should be set up for watering new plants. This area must be free of weeds such as dollar weed and nut grass. All lots must be free of debris and have weeds controlled.**

9.7 Signs

Signs advertising property for sale or for rent must be attached to the balcony of each home and may not exceed four (4) square feet each. Other than the name of the house and the address, there can only be two signs per house. An empty lot or home under construction may post one sign of not greater than four (4) square feet on the lot.

9.11 Animals

No chickens, horses, pigs, cows, sheep, goats, or other recreational, work, farm or large animals of any kind shall be kept or maintained in the Development. Any animals of any kind that are kept or maintained by any Lot Owner, **Renter, Guest, or Visitor** shall be fenced or restrained in such manner that they may not run loose upon other properties within the Development and may be further restricted by subsequent rules. **Pet owners must immediately clean-up after their pet.**

9.13 Trailers and Prohibited Uses

No house trailer, truck (other than a pick-up truck) or mobile home shall be permitted on any Lot except trucks may be permitted for use during construction and temporary repairs to any building, structure or other improvements on the Lot with written permission of the Committee. Travel trailers, hauling trailers, "habitable motor vehicles", boat trailers and boats (if stored on land) must be parked underneath the homes, if size permits, **or temporarily in the driveway.** Otherwise they must be parked **outside of Heritage Shores.**

No trailer, mobile home, camper, recreational vehicle or other vehicle shall at any time be used as a dwelling, temporarily or otherwise."

The following are new addition Sections of ARTICLE IX of the Declaration which read as follows:

"9.14 ATV's

ATV's are prohibited within Heritage Shores."

"9.15 Fireworks

Use of fireworks is prohibited within Heritage Shores."

"9.16 Towels On Balcony Railings

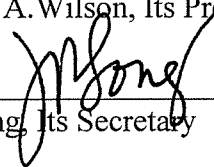
Hanging towels on balcony railings is prohibited. However, towels can be hung on deck chairs on a balcony and on clothes lines under homes."

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 duly authorized President and Secretary of Heritage Shores Property Owners Association, Inc. have executed this Fourth Amendment effective as of the 20th day of October, 2007.

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


By: 
Charles A. Wilson, Its President

By: 
Jeff Long, Its Secretary

STATE OF ALABAMA)
)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that Charles A. Wilson and Jeff Long, whose names as President and Secretary respectively of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, 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 Association and the owners of Lots at Heritage Shores, on this the 3rd day of October, 2009.

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


Notary Public
My Commission Expires: 06/06/2012

(SEAL)