

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

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 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, 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:

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 Hin Tax DP 1.00
Index Inchoate 3.00
Suzanne I. Johns, Judge of Probate

909090

"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

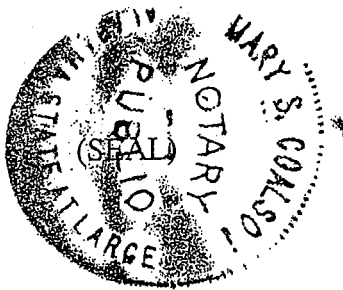
By: *Albert E. Ritchey*
Albert E. Ritchey
Its President

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 2nd day of October, 2000.



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

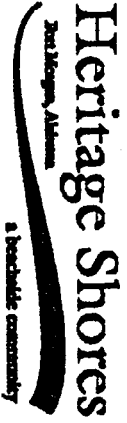
STATE OF ALABAMA)
)
JEFFERSON COUNTY)

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 2nd day of October, 2000.

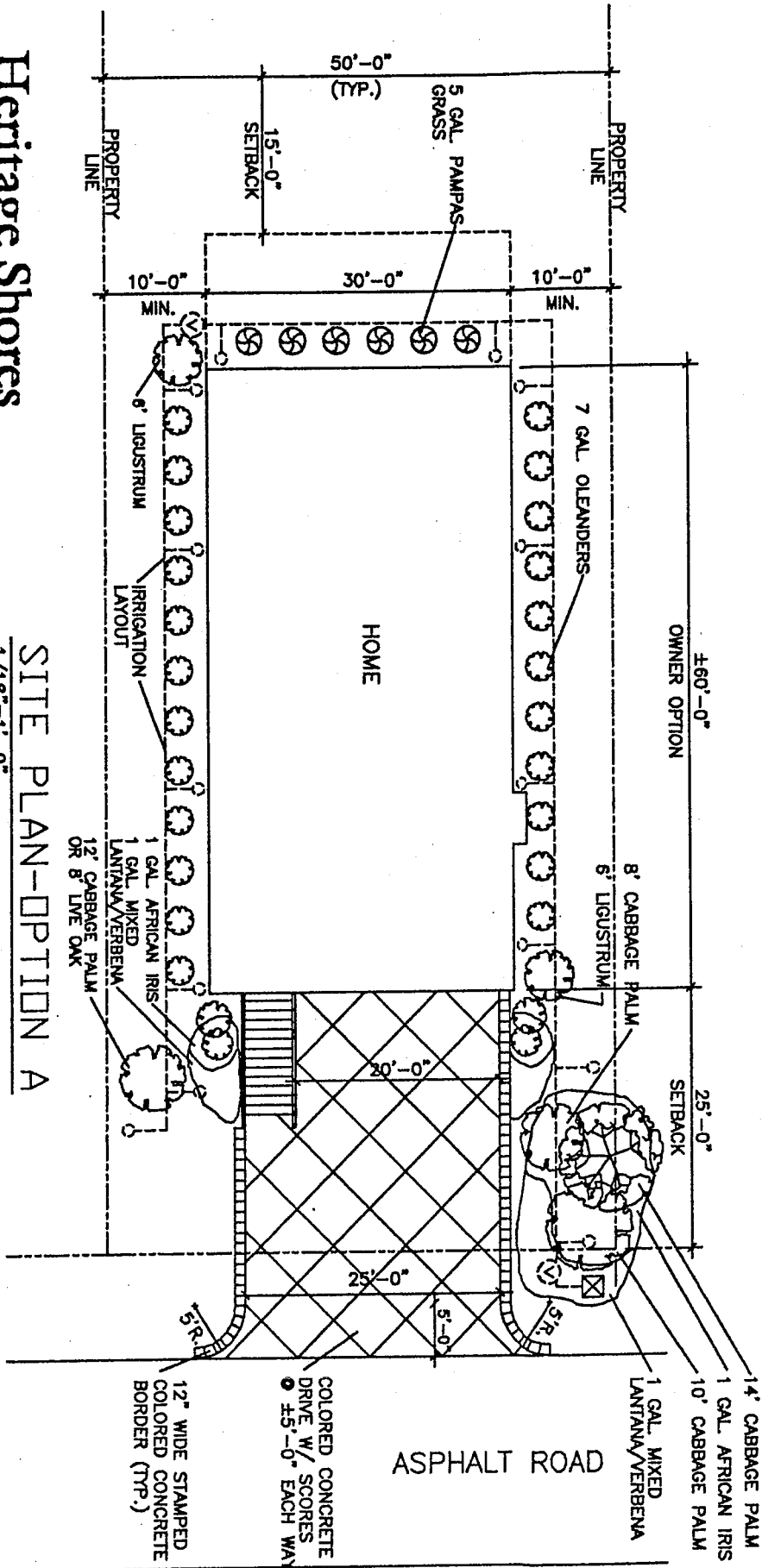
Marcy J. Carlson
Notary Public
My Commission Expires: 6/7/04

(SEAL)



SITE PLAN-OPTION A
1/16"=1'-0"

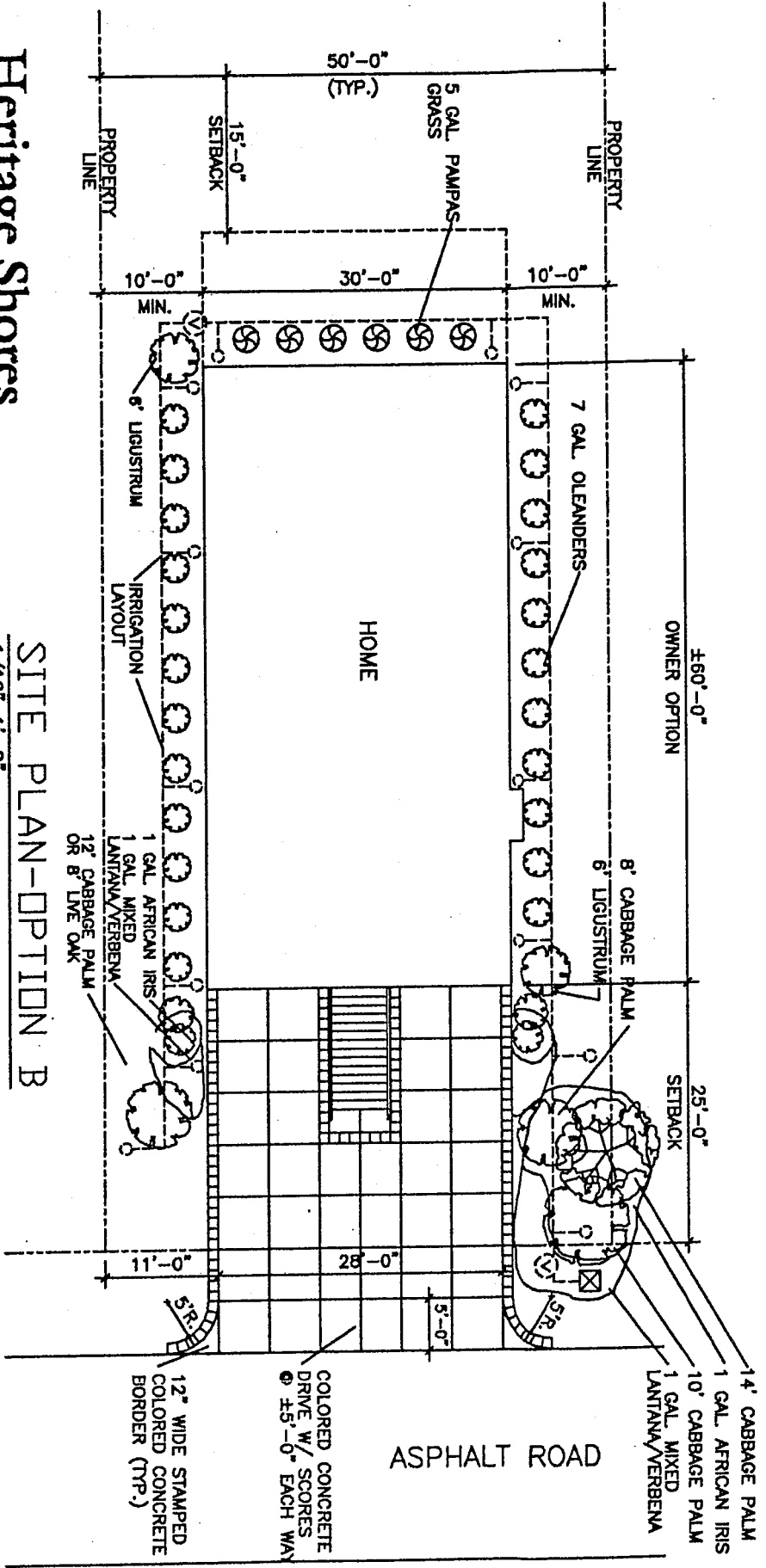
8/23/2000
2000 DAVID & COMPANY ARCHITECTS, INC.

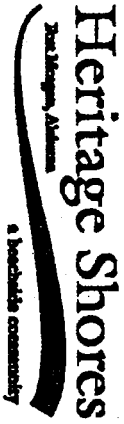




SITE PLAN-OPTION B
1/16"=1'-0"

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





SITE PLAN-OPTION C

1/16"=1'-0"

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

