

STATE OF ALABAMA )

COUNTY OF BALDWIN )



**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LIVE OAK VILLAGE  
FOLEY, ALABAMA (PHASE III, JULY 18<sup>TH</sup>, 2018)**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LIVE OAK VILLAGE, FOLEY, ALABAMA (the "Second Amendment") is made as of the 18<sup>TH</sup> day of JULY, 2018, by CHS Properties, Inc., an Alabama corporation ("Developer") pursuant to the right to amend reserved by Developer as set out in Sections 2.2 and 11.2 of the Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama dated August 16, 1999, as recorded in the Office of the Judge of Probate, Baldwin County, Alabama (the "Probate Judge"), as Instrument Number 506803, Pages 1-83, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Live Oak Village Foley, Alabama (Phase II, January 2003) dated January 23, 2003 and recorded in the Office of the Probate Judge as Instrument Number 705939 (the "Live Oak Restrictions"). Developer makes the following Second Amendment to said Live Oak Village Restrictions as follows:

1. The Table of Contents is amended to add the following Sections:
  - (a) Section 1.39(a) Phase II
  - (b) Section 1.40(a) Phase II Association
  - (c) Section 6.11 Limited Common Areas
  - (d) Section 7.40 Additional Restrictions and Easement as to Phase II

2. Paragraph E of the Recitals is amended to read as follows: "Developer has developed (i) a portion of the Overall Property composed of 15.6 acres known as Live Oak Village Phase I described in Exhibit "A-1" and attached hereto and made a part hereof; (ii) a portion of the Overall Property composed of 17.26 acres known as Live Oak Village Phase II described in Exhibit "A-2" attached hereto and made a part hereof; and (iii) a portion of the Overall Property composed of 27.455 acres known as Live Oak Village Phase III described in Exhibit "A-3" attached hereto and made a part hereof.

3. Paragraph H of the Recitals is amended to insert, following the second paragraph: "Developer has caused to be formed a property owners association composed of owners of lots in Phase III, to be known as the Live Oak Village Phase III Owners Association (the "Phase III Association") as defined in Section 1.40(b) below, which Association will be conveyed a fee or leasehold interest in certain Limited Common Areas."

4. The "NOW, THEREFORE" clause found after the Recitals and before Article 1 is amended to read as follows: "NOW, THEREFORE, subject to the conditions and limitations described below, Developer does hereby proclaim that Phase I, Phase II and Phase III shall be

held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to these Covenants, which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in the Property and any Additional Property as described in Section 1.1 below (but only to the extent Developer submits any portion of the Additional Property to the provisions of these Covenants), and their respective heirs, executors, administrators, personal representatives, successors and assigns.”

5. Section 1.1 Additional Property is amended to read “The term ‘Additional Property’ shall mean and refer to any portion of the Development and any real property and any Improvements situated thereon lying adjacent to or in close proximity to Phase I, Phase II and Phase III which Developer may from time to time submit and add to the provisions of these Covenants pursuant to the provisions of Section 2.2 below. The Additional Property may also include additional Common Areas.

6. Section 1.20 Development is amended to read as follows “The term ‘Development’ shall mean and refer to that portion of the Overall Property which Developer, in its sole discretion, shall deem necessary or desirable to develop and submit to these covenants. ALL OTHER CONDITIONS NOTWITHSTANDING, DEVELOPER HAS DEVELOPED PHASE I, PHASE II AND PHASE III AND MAY DEVELOP OR NOT DEVELOP ANY REMAINING PORTION OF THE OVERALL PROPERTY, AND MAY OR MAY NOT SUBJECT SAME TO THESE COVENANTS.”

7. Section 1.38 Phase Associations is amended to read as follows “The term ‘Phase Associations’ shall refer to the Phase I Association, the Phase II Association and the Phase III Association, and any other association to be formed by Developer, the members of which shall be the owners of lots in any subsequent phases of Live Oak Village.”

8. An additional Section 1.39(b) is added to read as follows: “Section 1.39(b) Phase III. The term ‘Phase III’ shall refer to the lots and lands included in the (i) the Plat of Live Oak Village Phase 2, Foley, Alabama, as recorded in the Office of the Judge of Probate, Baldwin County, Alabama, on January 23, 2006 as Instrument Number 951142; (ii) the Plat of Live Oak Village Phase 3, Foley, Alabama, as recorded in the Office of the Judge of Probate, Baldwin County, Alabama, on January 8, 2007 as Instrument Number 1024152; and (iii) the Plat of Live Oak Village Phase 3A, Foley, Alabama, as recorded in the Office of the Judge of Probate, Baldwin County, Alabama, on April 23, 2007 as Instrument Number 1044908; (together, the ‘Phase III Plat’), said lands being more particularly described on Exhibit ‘A-2’ attached hereto and made a part hereof; the same containing 27.455 acres more or less and being composed of 86 residential lots, private streets and a common area detention pond. Phase III is sometimes referred to as Phase Three.”

9. An additional Section 1.40(a) is added to read as follows: “Section 1.40(b) Phase III Association. The term ‘Phase III Association’ shall refer to the Live Oak Village Phase III Owners Association, an Alabama nonprofit corporation, the members of which will be the owners of platted lots in Phase III.”

10. Section 1.41 Property is amended to read as follows "The term 'Property' shall mean and refer to Phase I, Phase II and Phase III and any additional property made subject to these Covenants pursuant to Section 2.2 hereof."

11. Section 3.3(e) is amended to read: (e) Recreational Facilities Located Within the Overall Lands but Outside of the Common Areas. Developer has constructed a recreational facility on part of the Overall Lands, on a 2.2 acre tract located adjacent to Live Oak Boulevard and now known as "The Clubhouse at Village Square." A sketch of the lands upon which the Clubhouse at Village Square is constructed is contained on Exhibit "A-4" attached hereto, made a part hereof, and referred to herein as 'Clubhouse at Village Square.' The Clubhouse at Village Square now includes a building containing approximately 7500 square feet with weight rooms, locker rooms, sales office and meeting rooms and indoor and outdoor pools and tennis courts. The Developer or its successor may from time to time make such additions or changes in the Clubhouse at Village Square as it shall, in its sole discretion, determine appropriate. The Developer, or its successor, owns and operates the Clubhouse at Village Square, and users pay certain fees, assessments and charges which will, from time to time, be fixed by the Developer or its successor. OWNERS OF LOTS, CONDOMINIUMS UNITS, TENANTS, LESSEES OR OTHER OCCUPANTS OF DEDICATED PORTIONS OF LIVE OAK VILLAGE HAVE NO OBLIGATION OR RIGHT TO UTILIZE THE FACILITIES OF THE CLUBHOUSE AT VILLAGE SQUARE EXCEPT ACCORDING TO THE RULES, REGULATIONS AND REQUIREMENTS OF THE DEVELOPER OR ITS SUCCESSORS IN OWNERSHIP AND/OR OPERATION OF THE CLUBHOUSE AT VILLAGE SQUARE. The Developer or its successor in ownership and/or operation of the Clubhouse at Village Square shall have a nonexclusive access easement over and across the roadways now hereafter located in the common areas. The easements and rights granted herein are and shall be permanent and perpetual are nonexclusive and appurtenant to the roadways and other common areas.

12. Section 6.1 Phase Associations is amended to read as follows "The Developer has caused to be formed an association of owners of lots in Phase I, known as the Live Oak Village Phase I Landowners Association (the "Phase I Association"), an association of owners of lots in Phase II, to be known as the Live Oak Village Phase II Landowners Association (the "Phase II Association") and an association of owners of lots in Phase III, known as the Live Oak Village Phase III Landowners Association (the "Phase III Association"). Should Developer submit additional property to these covenants, pursuant to Section 2.2 herein, Developer may, as part of such submission, organize additional Phase Owners Associations to own, improve, manage, maintain and assess any limited common areas in such additional phase. The Developer shall exercise control of any subsequent Phase Owners Association until January 1, 2040, or such sooner date as Developer in its sole discretion may determine to relinquish control."

13. Section 6.2 Membership is amended to read as follows "The Owner of each Lot or Dwelling contained in Phase I shall be a member of the Phase I Association. The Owner of each Lot or Dwelling contained in Phase II shall be a member of the Phase II Association. The Owner of each Lot or Dwelling contained in Phase III shall be a member of the Phase III Association. Membership in the Phase I Association, the Phase II Association and the Phase III Association shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling in Phase I, Phase II or Phase III; provided, however, that (a) Developer shall be

deemed a member of the Phase I Association, the Phase II Association and the Phase III Association until January 1, 2040, or such earlier date as Developer elects, in Developer's sole discretion, to terminate Developer's membership in the Phase I Association, Phase II Association or the Phase III Association, (b) if any Lot or Dwelling is owned by more than one person, then the Owner of such Lot or Dwelling shall, by written notice to the Board, designate only one representative to serve as a member of the Phase I Association, the Phase II Association or the Phase III Association, as the case may be, until such time, if at all, as the Mortgagee thereof becomes an Owner by virtue of foreclosure of its Mortgage and title to such encumbered Lot or Dwelling is vested in the Mortgagee pursuant to a duly recorded deed. The transfer or conveyance of fee title to any Lot or Dwelling (other than by a Mortgage as security for the payment of an obligation), shall automatically include the transfer of all membership rights of such Owner in the Phase I Association, the Phase II Association or the Phase III Association with respect to the Lot or Dwelling transferred and conveyed, notwithstanding any failure of the transferor to transfer to his transferee any certificates, assignments or other evidence of such membership. Membership or the rights and benefits in the Phase I Association, the Phase II Association or the Phase III Association may not be transferred, assigned, conveyed or otherwise alienated in any manner separately and apart from the ownership of a Lot or Dwelling. Each member of the Phase I Association, the Phase II Association and the Phase III Association shall at all times comply with the provisions of these Covenants, the Articles of Incorporation, the Bylaws and all rules and regulations that may from time to time be adopted by the Board or the members of the Phase I Association, the Phase II Association or the Phase III Association, as the case may be."

14. Section 6.4 Voting Rights is amended to read as follows "Subject to the rights reserved to Developer in the Articles of Incorporation and Bylaws of the Phase I Association, the Phase II Association, the Phase III Association and the Master Association (which, among other things, provide that only Developer, until January 1, 2040, or until such earlier date as Developer may elect, in Developer's sole discretion, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the members of the Phase Association) and the rights of the Master Association, the Phase I Association, the Phase II Association or the Phase III Association, as the case may be, to suspend any Owner's voting rights or privileges in the Phase Association pursuant to Section 12.1 below, the Owner of each Lot or Dwelling shall be entitled to one vote in any matters submitted for approval to the members of the Phase I Association, the Phase II Association or the Phase III Association, as the case may be. No Owner, whether one or more persons, shall have more than one membership and one vote per Lot or Dwelling. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, consents and agrees to the dilution of his or her voting interest in the Phase I Association, the Phase II Association or the Phase III Association, as the case may be, by virtue of the resubdivision of any Lot by Developer pursuant to Section 2.6 above. In no event, whether as a result of there being multiple ownership interests in any Lot or Dwelling or otherwise, shall more than one vote be allowed for any one Lot or Dwelling. Fractional voting shall not be permitted. For purposes of this Section 6.4, Developer shall be deemed to be the Owner of and shall be entitled to all voting rights attributable to any Lots or Dwellings owned by Developer."

15. Section 6.5 Duties and Powers of Phase I Association is amended to read as follows: "Section 6.5 Duties and Powers of Phase I Association, the Phase II Association and the

Phase III Association The Phase I Association, the Phase II Association or the Phase III Association may own, improve, maintain, and make assessments pertaining to any limited common area that may be deeded, leased, or otherwise subjected to the control of the Phase I Association, the Phase II Association or the Phase III Association by the Developer. In addition to the rights, duties, responsibilities and obligations of the Phase I Association, the Phase II Association and the Phase III Association otherwise set forth in these Covenants, the Phase I Association, the Phase II Association or the Phase III Association shall have the power to perform or cause to be performed any of the duties and powers set forth in its Articles of Incorporation and the Bylaws. The Phase I Association, the Phase II Association or the Phase III Association may exercise any other right or privilege granted to it expressly by the Master Association Board, these Covenants or by law, together with every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided to the contrary herein, in the Articles of Incorporation or in the Bylaws, the powers and authority granted to the Phase I Association, the Phase II Association or the Phase III Association may be exercised by the Board, acting through the officers of the Phase I Association, the Phase II Association or the Phase III Association without further consent or action on the part of the Owners. Nothing herein shall be construed as a restriction of the rights, duties, responsibilities and obligations of the Phase I Association, the Phase II Association or the Phase III Association set forth in its Articles of Incorporation or the Bylaws.”

16. Section 6.6 Agreements is amended to read as follows: “Subject to the conditions, restrictions and other provisions of these Covenants, all agreements, actions and determinations lawfully authorized by the Board with respect to the Property shall be binding upon all Owners, their heirs, executors, personal representatives, administrators, successors and assigns and all others having any interest in the Property. In performing its responsibilities hereunder, the Phase I Association, the Phase II Association or the Phase III Association, as the case may be, through the Board, shall have the right and authority to delegate to persons of its choice such duties of the Phase I Association, the Phase II Association or the Phase III Association hereunder as may be determined by its Board. In furtherance of the foregoing and not in limitation thereof, the Phase I Association, the Phase II Association or the Phase III Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Phase I Association, the Phase II Association or the Phase III Association shall deem necessary or desirable for the proper operation of any portion of the Property, whether such personnel are furnished or employed directly by the Phase I Association, the Phase II Association or the Phase III Association or by independent contract with the Phase I Association, the Phase II Association or the Phase III Association. During the term of any such management agreement entered into by the Phase I Association, the Phase II Association or the Phase III Association with a third Party, such manager may, if authorized by the Board, exercise all the powers and shall be responsible for the performance of all of the duties of the Phase I Association, the Phase II Association or the Phase III Association hereunder, excepting any of such powers or duties specifically and exclusively reserved to the Developer, the Board or the officers of the Phase I Association, the Phase II Association or the Phase III Association by these Covenants, the Articles of Incorporation or the Bylaws. Such manager may be an individual, corporation or other legal entity and may be bonded in such manner as the Board may require, with the costs of such bond to be a Common Expense. In

addition to the foregoing, the Phase I Association, the Phase II Association or the Phase III Association may pay for and the Board may hire and contract for such legal and accounting services as are necessary or desirable in connection with the operation of the Property, or the enforcement of these Covenants, the Articles of Incorporation, the Bylaws or any rules and regulations of the Phase I Association, the Phase II Association or the Phase III Association.”

17. Section 6.7 Management by Developer or its Affiliates is amended to read as follows: “In addition to the rights and authority granted to the Phase I Association, the Phase II Association or the Phase III Association in Section 6.5, Developer or any affiliate thereof may, but shall not be obligated to, be employed as the manager of the Phase I Association, the Phase II Association or the Phase III Association and the Property, until January 1, 2040, or until such earlier date as Developer elects, in Developer’s sole discretion, to relinquish such right, at such compensation and on such terms as would be usual, customary and obtainable in an arms-length transaction with any third party providing comparable services for any real estate development in the southeastern United States of the size, quality and nature of the Property. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling, shall be deemed to ratify the provisions of this Section 6.7 and shall specifically be deemed to have approved any management agreement entered into by the Phase I Association, the Phase II Association, the Phase III Association and Developer or any affiliate thereof.”

18. Section 6.8 Rules and Regulations is amended to read as follows: “Subject to the prior written approval of the Master Association Board, which may be withheld in the sole discretion of the Master Association Board, the Board may establish and enforce reasonable rules and regulations governing the use of all Common Areas owned or managed by the Phase I Association, the Phase II Association or the Phase III Association. Each such rule and regulation shall be binding upon all Owners and Occupants until and unless any such rule or regulation is specifically overruled, canceled or modified by the Board or by the majority vote of the total votes of the Phase I Association, the Phase II Association or the Phase III Association, as the case may be, at any regular or special meeting of the Phase I Association, the Phase II Association or the Phase III Association; provided, however, that no such rule or regulation may be overruled, canceled or modified unless such action is also approved by Developer until January 1, 2040, or such earlier date as Developer elects in Developer’s sole discretion, to relinquish such right.”

19. Section 6.9 Indemnification is amended to read as follows: “The Phase I Association, the Phase II Association or the Phase III Association, as the case may be, shall and does hereby indemnify, defend and agree to hold each and every officer, agent, representative and member of the Board harmless from and against any and all expenses, including court costs and reasonable attorney’s fees, suffered, paid or incurred with any action, suit or other proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board. The officers, agents, representatives and members of each Board shall not be liable for any mistake in judgement, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives and members of each Board shall have no personal liability with respect to any contract or other commitment made by them, in

good faith, on behalf of the Phase I Association, the Phase II Association or the Phase III Association, and the Phase I Association, the Phase II Association and the Phase III Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification, obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or member of the Board may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Phase I Association, the Phase II Association or the Phase III Association shall (as long as such insurance is available and economically feasible) maintain adequate and general liability and officers' and directors' liability insurance in order to fulfill its obligations under this Section 6.9 and the costs of such insurance shall constitute a Common Expense."

20. Section 6.10 Assessments by a Phase Association is amended to read as follows: "The Phase I Association, the Phase II Association, the Phase III Association or any other Phase Association that may be established from time to time by Developer shall have those rights of assessments, enforcement and insurance powers as to Limited Common Areas granted to the Master Association in Articles IX, X and XII hereafter, or as is granted to such Phase Association by the Certificate of Incorporation or Bylaws of said Phase Association."

21. Section 6.11 Limited Common Areas is amended to read as follows: "Limited Common Areas in Phase I are composed of an open park area in the central portion of Phase I composed of approximately 1.26 acres and designated in the Phase I Plat as 'Common Area' as well as Phase I markers, mediums and other real or personal property within the Phase I Plat designated as Limited Common Areas by Developer. Limited Common Areas in Phase II shall be the privacy fence as well as Phase II markers, mediums and other real or personal property within the Phase II Plat designated as Limited Common Areas by Developer. The retention pond shown on the Phase II Plat is part of the common area to be maintained by the Master Association but not part of the Limited Common Area to be maintained by the Phase II Association. Unless areas within a plat are designated as Limited Common Areas by the Developer, they shall be inclusively presumed to be common areas to be maintained by the Master Association."

22. Section 7.1 Use Restrictions is amended to read as follows: "Use Restrictions shall be as provided herein and individual plats executed by Developer and recorded in the Office of the Judge of Probate of Baldwin County, Alabama. The Plat of Phase I, the Plat of Phase II and the Plat of Phase III will be for residential use only. It is contemplated that should Developer subject Additional Property to these Covenants, the plats of the Additional Property may contain, in addition to Residential Lots, Apartment Lots, Condominium Lots, Commercial Lots, and Common Areas. As to any Residential Lot, the use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant provided such use does not create regular customer, client or employee traffic, and further provided any such use is in compliance with all applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof. The leasing or rental of a Dwelling for residential purposes only shall not be considered a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling, and (b) is otherwise in compliance with the rules and regulations promulgated

and published from time to time by the Association; provided, however, that Developer shall have the perpetual right to designate from time to time any Dwellings owned by Developer, its successors and assigns, that may be leased for such periods of time as Developer may determine, including daily or weekly rentals. Notwithstanding anything provided in this Section 7.1 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed for (i) any of the uses included in the definition of Common Areas and (ii) any uses permitted under applicable zoning ordinances affecting the Property; provided, however, that if any portion of the Property is to be developed or used for any purpose other than Common Areas or single-family residential purposes (including duplexes and condominiums), then such use must be approved in writing by the DRB.”

23. Section 7.25 Signage is amended to read as follows: The following signage restrictions shall apply to all Residential Lots: No signs, graphics or advertising posters of any kind ( including, but not limited to, “For Sale” or “For Rent” signs) shall be maintained or permitted within any windows or on the exterior of any Lot or Dwelling or elsewhere on a portion of the Property (including Common Areas) without the express written permission of the DRB and except as permitted by applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof and except signs placed on Lots or Dwellings or elsewhere on the Property by the Developer. The DRB may promulgate rules, regulations and standards for the use and design of any sign or graphics to be posted within the property, including, but not limited to, name and address signs and the signs referred to in Section 7.28(c). Notwithstanding the foregoing, (a) the restrictions set forth in this Section 7.25 shall not be applicable to Developer or to signs or graphics erected pursuant to Section 7.28(c) below, and (b) Developer and the Association shall have the right, but not the obligation (subject to the approval of the DRB), to erect and maintain reasonable and appropriate signs on any portions of the Common Areas and within those easement areas established in Section 3.7 above.

24. Section 7.35 Enforcement and Remedies is amended to read as follows: The following enforcement and remedy restrictions shall apply to all Residential Lots: if any of the provisions of this Article 7 are breached or are not otherwise being complied with in all respects by any Owner or Occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or Occupant, then the Association or the DRB shall each have the right, but not the obligation, at its option, to (a) enjoin such violation or noncompliance or (b) through their designated agents, employees, representatives and independent contractors, enter upon such Lot or Dwelling and take all action necessary to extinguish or correct such violation or breach. All costs and expenses incurred by the DRB or the Association in enforcing any of the provisions of this Article 7, including, without limitation, attorney’s fees, court costs, costs and expenses of witnesses, engineers, architects, designers, land planners and any other persons involved in the correction of any noncompliance or the removal of such violation or in any judicial proceeding, together with any other costs or expenses incurred by the DRB or the Association in connection therewith, shall be paid by such Owner who has violated or breached any of the provisions of this Article 7, shall constitute an individual Assessment to such Owner pursuant to Section 9.6 below and, if the same is not paid when due, shall be subject to the lien provided for in Section 9.9 below and be subject to foreclosure as provided for therein. Notwithstanding anything provided herein to the contrary, the rights and remedies of the DRB



and the Association set forth herein shall not be deemed exclusive of any other rights and remedies that the DRB or the Association may exercise at law or inequity or any of the enforcement rights specified in Section 7.35 and Article 12 hereafter. The Association or the DRB, at their option and in their discretion, may delegate to the Association any of their respective enforcement rights set forth in these Covenants.

25. Section 7.41 Additional Restrictions and Easements as to Phase III. "The eighty-six (86) lots included in Phase III and their Plats recorded in the Office of the Judge of Probate of Baldwin County, Alabama in Instrument #951142, Instrument #1024152 and Instrument #1044908 shall be subject to the following additional restrictions:

(a) All lots in Phase III shall be known and described as Residential Lots and shall be used for residential purposes only. All new construction and/or modifications to existing construction must be approved by the Design Review Board pursuant to these restrictions.

(b) Building Location. No dwelling shall be located on any lot nearer to the front lot line or the side street line than that set out in these restrictions and approved by the DRB.

(c) Commencement and Completion of Construction. Once title to a lot in Phase III is conveyed by Developer to a second party owner, including a speculative or contract builder (the "Second Party"), the Second Party owner shall commence construction of a residence on a lot purchased within six (6) months of conveyance of the lot by Developer to such Second Party owner, said construction to be in compliance with all restrictions and requirements contained elsewhere. Once a Second Party owner has commenced construction of a residence, he shall diligently pursue same until completion and shall complete same and secure a Certificate of Occupancy from the City of Foley within one (1) year of such commencement. Each Second Party owner will notify the Developer and the Master Association of the date of commencement and completion of all residential improvements on such owner's lot.

(d) Developer's Right of Repurchase. Should any Second Party owner of a lot not commence construction of a residence on a lot within six (6) months of purchase of same from Developer, then, in accordance with the requirements of these restrictions and applicable requirements of the City of Foley, Developer shall have the right to repurchase such lot from such Second Party owner for the actual amount paid to Developer for said lot exclusive of interest.

(e) Easement for Privacy Fence. A one foot easement for a privacy fence along the rear property line of each lot is reserved. Any fence erected by the Developer within said one foot easement shall be owned and maintained by the Phase III Association as a Limited Common Area."

26. Section 8.2 (b) is amended to read as follows: If the Board of the Association determines that (i) any Owner has failed or refused to discharge properly his, her or its obligations with regard to the maintenance, cleaning, repair or replacement of items that he, she or it is responsible for hereunder or (ii) any maintenance, cleaning, repair or replacement that the

Association is responsible for hereunder is caused by the willful or negligent act of an Owner or Occupant, or their respective family members, guests, servants, employees, invitees or contractors, and the costs of such maintenance, cleaning, repair or replacement are not paid in full from insurance proceeds, if any, received by the Association, with respect thereto, then, in either event, the Association, in addition to the exercise of any of its rights and remedies set forth in these Covenants, may give such Owner written notice of the Association's intent to provide such necessary maintenance, cleaning, repair or replacement, at the sole cost and expense of such Owner and setting forth in reasonable detail what action is deemed necessary. Except in the event of emergency situations as determined by the Board, such Owner shall have fifteen days within which to complete the same in a good and workmanlike manner or, if the same is not capable of completion within such fifteen day period, to commence such maintenance, cleaning, repair or replacement and to proceed diligently with the completion of the same in a good and workmanlike manner. In the event of emergency situations or the failure by any Owner to comply with the provisions hereof after such notice, the Association may provide (but shall not be obligated to provide) any such maintenance, cleaning, repair or replacement at the sole cost and expense of such Owner and said cost shall be a personal obligation of such Owner, shall constitute an individual Assessment to such Owner, and shall be subject to the lien and foreclosure rights granted pursuant to Section 9.10 below. In the event the Association fails for any reason to exercise its rights of enforcement set forth in this Section 8.2(b), the Association may, at its option, exercise such rights of enforcement, and all provisions, rights and benefits of this Section 8.2(b) shall inure to the Association.

27. Insert the following immediately after Section 9.4(e)(10):

(f) The Association Expenses to be funded by the annual and special Assessments may include, but shall not be limited to, the following:

(1) The utility charges for any utilities serving any of the Common Areas and charges for other common services for the Development, including, without limitation, trash collection and limited access services;

(2) The costs of any insurance policies purchased for the benefit of the Association as required or permitted by these Covenants;

(3) The expenses of maintaining, operating, repairing, upgrading, improving and replacing any portions of the Common Areas, including, without limitation, roads comprising Common Areas within the Property, which maintenance, upgrade, improvement and repair obligation shall include mowing, landscaping, seeding, cleaning, trash pickup and removal, paving, repaving, striping and patching all such roadways comprising Common Areas, and any upgrade or improvement of any intersection of same and any other street or highway undertaken by Developer pursuant to Section 3.1(b) above;

(4) The expenses of maintaining, operating, repairing and replacing any sewer lift station serving any portion of the Property together with any other portion of the Development; and

(5) All ad valorem real and personal Property taxes assessed and levied upon any of the Common Areas; and

(6) The expenses of maintaining, operating, repairing, upgrading, improving and replacing The Clubhouse at Village Square, including without limitation utility charges for any utilities servicing The Clubhouse at Village Square, trash collection and limited access services for The Clubhouse at Village Square, and mowing, landscaping and seeding services for The Clubhouse at Village Square.

28. Amend Section 10.1(b) to read as follows: Such special assessment shall be levied against each Assessed Residential Lot, Assessed Apartment Unit or Assessed Commercial Unit equally as provided in Sections 9.3 and 9.4 above, Notwithstanding anything provided in Section 10.1(a) above, if the amount of insurance proceeds, if any, recovered as a result of such damage or destruction is insufficient fully to repair, replace and restore the damaged portions of the Common Areas, and such efficiency cannot be appropriated from any reserve fund that may have been established for such purpose, then the Board of the Association, as applicable, subject to the prior written approval of the Association, may levy a special Assessment against the applicable Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Section 9.5 or 9.6 above, which such special Assessment shall be in an amount sufficient to provide funds to pay a proportionate share of the remaining costs necessary to repair, replace or restore the Common Areas to the condition as existed immediately prior to such fire or other casualty. Such special Assessment shall be levied against each Assessed Residential Lot, Condominium Unit, Assessed Apartment Unit or Assessed Commercial Lot equally as provided in Sections 9.3 and 9.4 above. Further special Assessments may be made by the Board Association on a proportionate share basis, as described above, without the necessity of a vote of the Owners approving or disapproving the same, at any time during or upon completion of any such repair, replacement or restoration of the Common Areas if funds are insufficient to cover the costs of such repair, replacement or restoration. Any and all insurance proceeds received by the Association on account of any damage to or destruction of any Common Areas or any sums paid to the Association by virtue of such special Assessments shall be held by and for the benefit of the Association and shall be disbursed by the Association in payment for the costs of such repair, replacement or restoration in such manner as may be determined by the Association. In no event shall the Owner or Mortgagee of any Residential Lot, Condominium Lot, Condominium Unit, Apartment Lot or Commercial Lot be entitled to any portion of any special Assessments or proceeds of insurance payable as a result of the damage to or destruction of any portion of the Common Areas.

29. Amend Section 10.3(a)(1) to read as follows: To the extent the Common Areas subject to such taking can either be restored, or replaced, then, to the extent practicable, the Association shall take such action, including the utilization of any other Common Areas within the Development, to restore or replace, as the case may be, those portions of the Common Areas subject to such taking. If the award is insufficient to defray fully the cost of such restoration or replacement, and deficiency cannot be appropriated from any reserve fund that may have been established for such purpose, then the Board of the Association may levy a special Assessment against all Owners, without the necessity of a vote of the Owners approving or disapproving the same pursuant to Sections 9.5 and 9.6 above, which such special Assessment shall be in an

amount sufficient to provide funds to pay a proportionate share of the remaining costs of restoration or replacement. Such special Assessment shall be levied against each Owner as provided in Sections 10.1 and 10.2 above. Further special Assessments may be made by the Association Board on a proportionate share basis without the necessity of a vote of the Owners approving or disapproving the same, at any time during or upon the completion of any such restoration or replacement of the Common Areas if the award received as a result of such taking is insufficient to pay the costs of such restoration or replacement.

30. Throughout the Live Oak Restrictions, replace “January 1, 2020” with “January 1, 2040.”

31. In all respects not herein changed, the Live Oak Village Restrictions are hereby ratified and confirmed and remain in full force and effect.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Developer has caused this Second Amendment to be duly executed as of the day and year first above written.

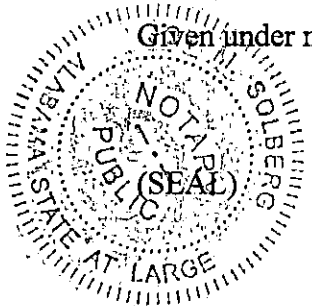
**CHS PROPERTIES, INC.,**  
an Alabama corporation

By: *Doug Warren*  
Doug Warren  
Its: President

STATE OF ALABAMA     )  
                                  :  
COUNTY OF BALDWIN    )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **DOUG WARREN**, whose name as President of **CHS PROPERTIES, INC.**, an Alabama 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 President and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 18<sup>th</sup> day of July, 2018.



*Jay M. Solberg*  
Notary Public  
My Commission expires: 11-29-2021

This instrument was prepared by:  
D. Brent Wills, Esq.  
Gilpin Givhan, PC  
2660 EastChase Lane, Suite 300  
Montgomery, Alabama 36117  
(334) 244-1111

## EXHIBIT "A-1"

### LIVE OAK VILLAGE PHASE I DESCRIPTION

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA; RUN THENCE S 00° 03' 37" E, 40.0 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF BALDWIN COUNTY HIGHWAY NO 24 (80.0' WIDE RIGHT-OF-WAY); RUN THENCE N 89° 42' 38" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1592.75 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; CONTINUE THENCE N 89° 42' 38" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 1043.98 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF BALDWIN COUNTY HIGHWAY NO 24 AND THE WEST RIGHT-OF-WAY LINE OF CEDAR STREET (60' RIGHT-OF-WAY); RUN THENCE S 00° 02' 55" W, ALONG SAID WEST RIGHT-OF-WAY LINE, 461.44 FEET; RUN THENCE, DEPARTING SAID WEST RIGHT-OF-WAY LINE, S 58° 40' 29" W, 248.95 FEET; RUN THENCE S 89° 32' 28" W, 495.98 FEET; RUN THENCE N 59° 23' 42" W, 214.71 FEET; RUN THENCE WEST, 40.0 FEET; RUN THENCE SOUTH, 431.70 FEET; RUN THENCE SOUTHEASTWARDLY, ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 30.0 FEET, AN ARC DISTANCE OF 47.12 FEET (CHORD: S 45° 00' 00" E, 42.43 FEET); RUN THENCE EAST, 873.04 FEET; RUN THENCE NORTHEASTWARDLY ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 30.0 FEET, AN ARC DISTANCE OF 47.10 FEET (CHORD: N 45° 01' 27" E, 42.41 FEET) TO THE WEST RIGHT-OF-WAY LINE OF CEDAR STREET; RUN THENCE S 00° 02' 55" W, ALONG SAID WEST RIGHT-OF-WAY LINE, 140.0 FEET; RUN THENCE NORTHWESTWARDLY ALONG AN ARC TO THE LEFT, HAVING A RADIUS OF 30.0 FEET, AN ARC DISTANCE OF 47.15 FEET (CHORD: N 44° 58' 33" W, 42.44 FEET); RUN THENCE WEST, 1012.92 FEET; RUN THENCE NORTH 80.0 FEET; RUN THENCE NORTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.0 FEET, AN ARC DISTANCE OF 47.12 FEET (CHORD: N 45° 00' 00" E, 42.43 FEET); RUN THENCE NORTH 881.96 FEET; RUN THENCE NORTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 30.0 FEET, AN ARC DISTANCE OF 47.28 FEET (CHORD: N 45° 08' 41" W, 42.53 FEET) TO THE POINT OF BEGINNING, CONTAINING 15.6 ACRES, MORE OR LESS.

## EXHIBIT "A-2"

### LIVE OAK VILLAGE PHASE II DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA COMMENCE AT A POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF CEDAR STREET (60' R/W) AND THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 24 (80' R/W) THENCE RUN S 00°02'55"W AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 1780.08 FEET AND POINT OF BEGINNING; THENCE CONTINUE S 00°02'55" W AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 519.66 FEET, THENCE RUN N 89°57'05" W A DISTANCE OF 174.50 FEET, THENCE RUN N 00°02'55" E A DISTANCE OF 19.69 FEET, THENCE RUN S 90°00'00" W A DISTANCE OF 335.84 FEET, THENCE RUN N 84°16'47" W A DISTANCE OF 132.86 FEET, THENCE RUN N 43°51'31" W A DISTANCE OF 80.47 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 380.00 FEET, A DELTA OF 33°14'07", A CHORD BEARING OF S 62°50'00" W, AND A CHORD LENGTH OF 217.35 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 220.42 FEET, THENCE RUN S 79°27'03" W A DISTANCE OF 72.77 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 320.00 FEET, A DELTA OF 46°32'34", A CHORD BEARING OF N 77°16'40" W, AND A CHORD LENGTH OF 252.86 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.94 FEET, THENCE RUN N 54°00'23" W A DISTANCE OF 82.76 FEET, THENCE RUN N 11°24'21" W A DISTANCE OF 494.00 FEET, THENCE RUN N 78°54'22" E A DISTANCE OF 505.48 FEET, THENCE RUN S 11°05'38" E A DISTANCE OF 146.19 FEET, THENCE RUN N 90°00'00" E A DISTANCE OF 264.18 FEET, THENCE RUN N 00°01'24" E A DISTANCE OF 93.47 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1975.0 FEET, A DELTA OF 00°20'44", A CHORD BEARING OF N 00°08'58" W, AND A CHORD LENGTH OF 11.91 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 11.91 FEET, THENCE RUN N 00°19'20" W A DISTANCE OF 536.68 FEET TO THE P.C. OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2025.0 FEET, A DELTA OF 00°19'20", A CHORD BEARING OF N 00°09'40" W, AND A CHORD LENGTH OF 11.38 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 11.38 FEET, THENCE RUN N 00°00'00" E A DISTANCE OF 73.14 FEET TO THE P.C. OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.0 FEET, A DELTA OF 90°00'00", A CHORD BEARING OF N 45°00'00" W, AND A CHORD LENGTH OF 35.36 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF VILLAGE SQUARE BOULEVARD (80' R/W), THENCE RUN N 90°00'00" E AND ALONG SAID VILLAGE SQUARE BOULEVARD R-O-W A DISTANCE OF 103.34 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 25.0 FEET, A DELTA OF 89°58'36", A CHORD BEARING OF S 45°00'42" W, AND A CHORD LENGTH OF 35.35 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.26 FEET, THENCE RUN S 00°01'24" W A DISTANCE OF 727.68 FEET, THENCE RUN S 89°58'52" E A DISTANCE OF 536.60 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 17.26 ACRES, MORE OR LESS.

**EXHIBIT "A-3"**

**LIVE OAK VILLAGE PHASE III DESCRIPTION**

**1. Phase 2 Plat:**

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 7 SOUTH, RANGE 4 EAST, BALDWIN COUNTY, ALABAMA

COMMENCE AT A POINT BEING THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF CEDAR STREET (60' R/W) AND THE SOUTH RIGHT-OF-WAY LINE OF COUNTY ROAD 24 (80' R/W) THENCE RUN S 00°02'55" W AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 2299.74 FEET AND POINT OF BEGINNING; THENCE CONTINUE S 00°02'55" W AND ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 280.10 FEET TO A POINT ON THE NORTHWEST RIGHT-OF-WAY INTERSECTION OF SAID CEDAR STREET AND PEACHTREE STREET (60' R/W), THENCE RUN N 89°58'08" W AND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PEACHTREE STREET A DISTANCE OF 1205.09 FEET, THENCE RUN N 11°24'21" W A DISTANCE OF 364.51 FEET TO A POINT ON THE SOUTHWEST PROPERTY LINE OF LOT 14, LIVE OAK VILLAGE PHASE 1A & 1B, THENCE RUN S 54°00'23" E A DISTANCE OF 82.76 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 320.00 FEET, A DELTA OF 46°32'34", A CHORD BEARING OF S 77°16'40" E, AND A CHORD LENGTH OF 252.86 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 259.94 FEET; THENCE RUN N 79°27'03" E A DISTANCE OF 72.77 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING A RADIUS OF 380.00 FEET, A DELTA OF 33°14'07", A CHORD BEARING OF N 62°50'00" E, AND A CHORD LENGTH OF 217.35 FEET, THENCE RUN ALONG THE ARC OF SAID CURVE A DISTANCE OF 220.42 FEET, THENCE RUN S 43°51'31" E A DISTANCE OF 80.47 FEET, THENCE RUN S 84°16'47" E A DISTANCE OF 132.86 FEET, THENCE RUN S 90°00'00" E A DISTANCE OF 335.84 FEET, THENCE RUN S 00°02'55" W A DISTANCE OF 19.69 FEET, THENCE RUN S 89°57'05" E A DISTANCE OF 174.50 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 8.225 ACRES, MORE OR LESS.

**2. Phase 3 Plat:**

BEGINNING AT THE NORTHWEST CORNER OF LIVE OAK VILLAGE PHASE 1A AND 1B AS RECORDED ON SLIDE #2096-C IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 11°24'21" EAST, 858.52 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PEACHTREE STREET, HAVING A 60 FOOT RIGHT-OF-WAY; THENCE RUN NORTH 89°58'08" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE, 753.67 FEET; THENCE DEPARTING THE SAID NORTH RIGHT-OF-WAY LINE; RUN NORTH 34°39'06" WEST, 130.54 FEET; THENCE RUN NORTH 55°27'35" EAST, 76.67 FEET; THENCE RUN NORTH 27°12'53" EAST, 93.90 FEET; THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 410.00 FEET, AN ARC LENGTH OF 8.19 FEET (THE CHORD BEARS NORTH 54°27'14" WEST, AND MEASURES 8.19 FEET); THENCE RUN

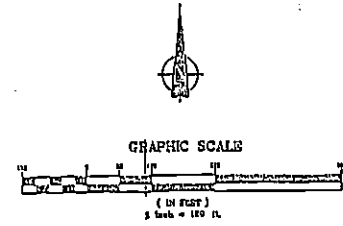
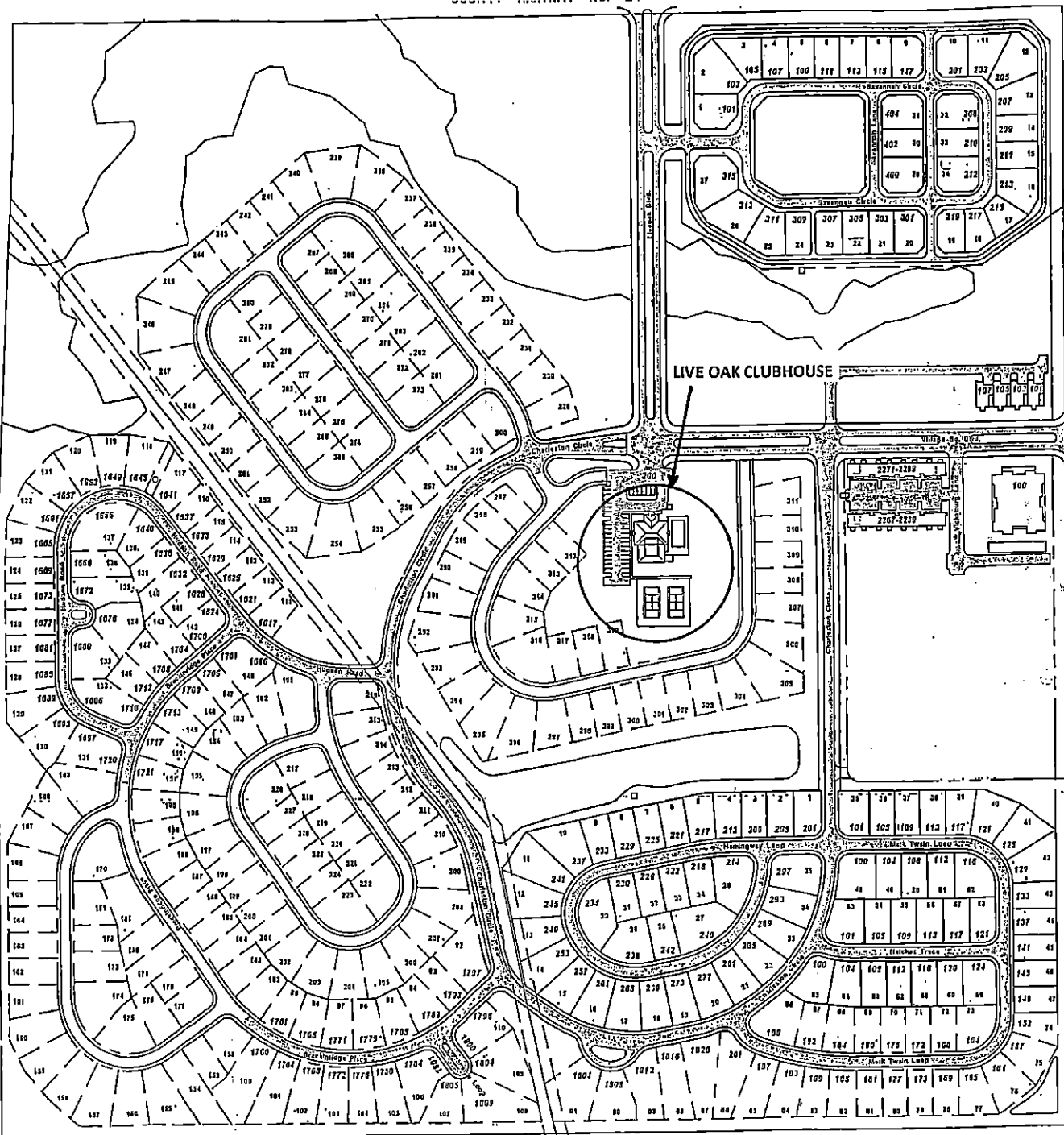


NORTH 36°07'06" EAST, 153.58 FEET; THENCE RUN SOUTH 57°33'42" EAST, 55.18 FEET; THENCE RUN SOUTH 72°42'24" EAST, 55.24 FEET; THENCE RUN NORTH 89°57'17" EAST, 111.48 FEET; THENCE RUN NORTH 65°10'22" EAST, 73.68 FEET; THENCE RUN NORTH 46°15'05" EAST, 247.52 FEET; THENCE RUN NORTH 11°24'21" WEST, 87.57 FEET; THENCE RUN NORTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 350.00 FEET, AN ARC LENGTH OF 194.79 FEET (THE CHORD BEARS NORTH 27°27'23" WEST, AND MEASURES 192.28 FEET); THENCE RUN NORTH 46°36'00" EAST, 40.00 FEET; THENCE RUN NORTH 66°51'43" EAST, 96.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.46 ACRES, MORE OR LESS.

**3. Phase 3A Plat:**

BEGINNING AT THE NORTHWEST CORNER OF LIVE OAK VILLAGE PHASE 1A & 1B AS RECORDED ON SLIDE #2096-C IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE SOUTH 66°51'43" WEST, 96.35'; THENCE SOUTH 46°36'00" WEST, 40.00'; THENCE NORTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 440.00', AN ARC LENGTH OF 282.73' (THE CHORD BEARS NORTH 24°59'31" WEST, AND MEASURES 277.89'); THENCE NORTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 36.85' (THE CHORD BEARS NORTH 48°48'26" WEST, AND MEASURES 33.60'); THENCE SOUTH 88°58'10" WEST, 41.98'; THENCE WESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00', AN ARC LENGTH OF 30.74' (THE CHORD BEARS NORTH 88°39'01" WEST, AND MEASURES 30.73'); THENCE SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 40.92' (THE CHORD BEARS SOUTH 46°50'41" WEST, AND MEASURES 36.50'); THENCE RUN NORTH 83°02'15" WEST, 40.27'; THENCE NORTHWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 220.00', AN ARC LENGTH OF 10.09' (THE CHORD BEARS NORTH 1°56'33" EAST, AND MEASURES 10.08'); THENCE NORTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 33.29' (THE CHORD BEARS NORTH 34°53'14" WEST, AND MEASURES 30.88'); THENCE NORTHWESTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00', AN ARC LENGTH OF 76.53' (THE CHORD BEARS NORTH 67°06'17" WEST, AND MEASURES 76.39'); THENCE SOUTH 28°58'50" WEST, 24.80'; THENCE SOUTH 50°23'19" WEST, 205.31'; THENCE SOUTH 37°04'07" WEST, 55.48'; THENCE SOUTH 24°45'47" WEST, 54.36'; THENCE SOUTH 11°36'08" WEST, 53.36'; THENCE NORTH 84°55'03" WEST, 155.00'; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 390.00', AN ARC LENGTH OF 37.58' (THE CHORD BEARS NORTH 7°50'35" EAST, AND MEASURES 37.57'); THENCE NORTH 80°32'55" WEST, 151.49'; THENCE SOUTH 48°03'06" WEST, 32.13'; THENCE NORTH 90°00'00" WEST, 111.49'; THENCE NORTH 0°02'16" EAST, 468.77'; THENCE NORTH 2°54'13" EAST, 302.98'; THENCE SOUTH 89°56'18" EAST, 306.29'; THENCE SOUTH 77°39'51" EAST, 96.34'; THENCE SOUTH 38°37'33" EAST, 493.16'; THENCE SOUTH 40°45'18" WEST, 91.93'; THENCE SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 330.00', AN ARC LENGTH OF 203.16' (THE CHORD BEARS SOUTH 73°23'38" EAST, AND MEASURES 199.97'); THENCE NORTH 88°58'10" EAST, 41.98'; THENCE

NORTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 36.85' (THE CHORD BEARS NORTH 46°44'47" EAST, AND MEASURES 33.60'); THENCE NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 440.00', AN ARC LENGTH OF 179.79' (THE CHORD BEARS NORTH 16°13'44" EAST, AND MEASURES 178.54'); THENCE NORTH 27°56'04" EAST, 112.11'; THENCE NORTHEASTWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00', AN ARC LENGTH OF 289.08' (THE CHORD BEARS NORTH 47°39'10" EAST, AND MEASURES 283.41'); THENCE NORTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 36.74' (THE CHORD BEARS NORTH 25°16'22" EAST, AND MEASURES 33.52'); THENCE NORTH 73°09'02" EAST, 40.00'; THENCE SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 35.82' (THE CHORD BEARS SOUTH 57°52'32" EAST, AND MEASURES 32.84'); THENCE NORTH 81°04'27" EAST, 179.73'; THENCE SOUTH 0°00'00" EAST, 80.00'; THENCE NORTH 85°36'13" WEST, 148.71'; THENCE SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00', AN ARC LENGTH OF 54.05' (THE CHORD BEARS SOUTH 32°27'41" WEST, AND MEASURES 44.12'); THENCE SOUTH 60°31'35" WEST, 40.00'; THENCE SOUTHEASTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 220.00', AN ARC LENGTH OF 27.10' (THE CHORD BEARS SOUTH 33°00'09" EAST, AND MEASURES 27.08'); THENCE SOUTHWARDLY ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00', AN ARC LENGTH OF 42.54' (THE CHORD BEARS SOUTH 4°05'40" WEST, AND MEASURES 39.07'); THENCE SOUTH 44°43'12" WEST, 12.05'; THENCE NORTH 45°16'48" WEST, 98.47'; THENCE RUN SOUTHWESTWARDLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 360.00', AN ARC LENGTH OF 205.04' (THE CHORD BEARS SOUTH 44°15'05" WEST, AND MEASURES 202.28'); THENCE SOUTH 27°56'04" WEST, 112.11'; THENCE SOUTH 18°46'00" WEST, 121.09'; THENCE SOUTH 31°56'04" EAST, 226.51'; THENCE SOUTH 42°08'42" EAST, 102.77'; THENCE SOUTH 26°48'38" WEST, 35.76' TO THE POINT OF BEGINNING AND CONTAINING 12.77 ACRES, MORE OR LESS.



THE CLUBHOUSE AT VILLAGE SQUARE

EXHIBIT "A-4"

Legend  
 1 - Lot Number  
 192 - Address

MASTER PLAN  
 FOR  
 LIVE OAK VILLAGE  
 FOLEY, ALABAMA

PEACHTREE STREET