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**BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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STATE OF ALABAMA)

COUNTY OF BALDWIN)

FOURTH AMENDMENT
TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LIVE OAK VILLAGE

This Fourth Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Live Oak Village (this "Fourth Amendment") is made and entered into by the undersigned pursuant to the Master Declaration of Covenants, Conditions And Restrictions for Live Oak Village (the "Declaration", as more particularly defined herein).

RECITALS:

A. CHS Properties, Inc., (the "Developer") is the Developer of a certain residential development located in Foley, Alabama, known as Live Oak Village (the "Development") as more particularly described in the Declaration, which was recorded in the records of the Office of the Judge of Probate of Baldwin County, Alabama on August 16, 1999, as Instrument 506808.

B. The Declaration was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama (Phase II, January 2003) ("First Amendment"), dated January 23, 2003, and recorded in the Records of the Office of the Judge of Probate of Baldwin County, Alabama on January 23, 2003, as Instrument 705939.

C. The Declaration was amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama (Phase III, July 18, 2018) ("Second Amendment"), dated July 18, 2018, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on July 23, 2018, as Instrument 1709259.

D. The Declaration was amended by the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama ("Third Amendment"), dated December 1, 2023, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on December 18, 2023, as Instrument 2099830.

E. Section 11.2 of the Declaration, as amended by the Second Amendment, reserves the right of the Developer to amend the Declaration in the Developer's sole discretion.

F. The Developer desires to exercise its right under the Declaration to amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, premises considered, this instrument is made to amend the Declaration and all amendments thereto and is hereby made a part of the Declaration, as amended:

1. Amendment to the Declaration, the First Amendment, the Second Amendment and the Third Amendment. The Declaration, First Amendment, Second Amendment and Third Amendment are hereby amended to provide that each Phase submitted to the Declaration, as amended, shall be referred to by a specific name as follows:

<u>Phase</u>	<u>Name</u>
I	Savannah
II	Charleston
III	Alexandria

2. Amendment of Section 7.1 of the Declaration. Section 7.1 of the Declaration, as amended by the First Amendment and the Second Amendment, is hereby amended as follows:

Section 7.1. Use Restrictions. 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 is prohibited unless it is expressly approved by covenants adopted by a Phase 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. 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 by the Developer 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.

Notwithstanding the prohibition against leasing or rentals set forth herein, any current Owner who is leasing his or her Dwelling shall be allowed to continue leasing his or her Dwelling so long as he or she owns the Lot, and the prohibition against leasing or rentals shall be applied to any subsequent Owner.

3. Amendment of Section 7.7 of the Declaration. Section 7.7 of the Declaration is hereby amended as follows:

Section 7.7 Trees. No Owner, other than Developer, shall cut, remove or mutilate any tree, shrub, bush or other vegetation located on any Lot prior to any construction or undertake any clearing activity on any such Lot, without first obtaining the approval of the DRB; provided, however, that the foregoing shall not be deemed to release any Owner from the provisions of Sections 7.9 and 8.1 below.

4. Amendment of Sections 7.9(e) and (f) of the Declaration. Sections 7.9(e) and (f) of the Declaration are hereby amended as follows:

(e) No rocks or other substances shall be placed on any Lot as a front, rear or side yard border or for the purpose of preventing vehicles from parking or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. No ponds, reflectors, rock walls, hot tubs, arbors, gazebos, storage sheds or large containers are allowed to be placed or installed within the front, rear or side yards of any Residential Lot without the prior written approval of the DRB.

(f) No vegetable gardens or plants shall be planted or maintained in the front, rear or side yards of any Residential Lot. The DRB may grant a variance to this restriction in its sole discretion. The quantity and placement of raised vegetable gardens in the rear yard shall be approved by the DRB.

5. Amendment of Section 7.11 of the Declaration. Section 7.11 of the Declaration is hereby amended as follows:

Section 7.11 Exterior Lighting. All exterior lighting for Dwellings, including, without limitation, free standing lighting and utility (e.g., flood, solar or spotlights) freestanding lights or lights attached to a Dwelling, must be approved by the DRB. All high intensity flood, solar and spotlights located in the rear yard or side yard of a Dwelling must be turned off by 10:00 PM; provided however, motion sensor lights shall be allowed to operate at all times. Notwithstanding any provision of this Section 7.11, that this provision shall not apply to Christmas lights, which, if installed by a Lot Owner, shall be installed no earlier than thirty (30) days prior to Christmas and shall be removed no later than thirty (30) days following Christmas.

6. Amendment of Section 7.14 of the Declaration. Section 7.14 of the Declaration is hereby amended as follows:

Section 7.14 Garages and Parking. The following garage and parking restrictions shall apply to all Residential Lots:

(a) Garage doors shall be constructed of such materials as are approved by the DRB. Garage doors shall be kept closed at all times from 5:00 PM until 6:00 AM except when in use.

(b) All automobiles or other passenger vehicles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. Vehicles may be parked on an Owner's driveway adjacent to such Owner's garage. Vehicles shall not be parked on any landscaped or natural areas of Lot, including Common Areas.

(c) DRB approval shall be required if an Owner desires to use his or her garage for a purpose other than storing a vehicle.

7. Amendment of Section 7.15 of the Declaration. Section 7.15 of the Declaration is hereby amended as follows:

Section 7.15 Fences. No fences, or any attachments thereto (e.g., screens, rollbars, or other décor), shall be allowed, unless prior written approval for such a fence is obtained from the DRB. Any fence constructed shall be of four feet (4') in height, have a gate a minimum of four feet (4') in width and encompass the entirety of the rear yard. The following fence restrictions shall apply to all Residential Lots: no chain link, vinyl coated, wire fences or privacy fences shall be permitted within the Property except with regard to maintenance areas within the Common Areas and those fences erected by the Developer. Electric fences shall not be permitted; provided, however, underground, electric dog fences are allowed upon receipt of written approval from the DRB. The type of materials utilized (including the color thereof), the location and construction design of all fences must be approved by the DRB prior to erection.

8. Amendment of Section 7.16 of the Declaration. Section 7.16 of the Declaration is hereby amended as follows:

Section 7.16 Windows, Window Treatments, Shutters and Doors. The following window, window treatment, shutter and door restrictions shall apply to all Residential lots:

(a) Reflective glass shall not be permitted on the exterior of any Dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(b) The material and design of windows, shutters and doors shall be as determined by the DRB. Cantilevered bay windows must be approved in writing by the DRB (and the DRB may require additional landscaping in front of such bay windows). Burglar bars or wrought iron doors shall not be permitted.

(c) All window, shutter and door colors must be approved by the DRB.

9. Amendment of Section 7.17 of the Declaration. Section 7.17 of the Declaration is hereby amended as follows:

Section 7.17 Mailboxes. The design, location, height and setback of mailboxes must be approved in writing by the DRB. The replacement of any mailbox shall be at the Owner's sole cost and expense, shall be the same as the other mailboxes in the Owner's subdivision and shall be approved by the DRB prior to installation.

10. Amendment of Sections 7.21(a), (c) and (e) of the Declaration and the addition of Section 7.21(i) to the Declaration. Sections 7.21(a), (c) and (e) of the Declaration are hereby amended and Section 7.21(i) of the Declaration is hereby added as follows:

(a) All outdoor furniture placed in the front or side yard of a Dwelling shall be placed on a patio or deck structure that was previously approved by the DRB and shall be maintained in good condition. Any furniture placed, kept, installed, maintained or located at the rear of or behind a Dwelling shall, to the greatest extent practicable, not be visible from any street or roadway.

(c) Swing sets, jungle gyms, trampolines and other outdoor and recreational equipment and appurtenances shall not be allowed on any Lot; provided, however any such items that are portable or are otherwise removable are allowed so long as they do not remain over night.

(e) This paragraph is hereby deleted.

(i) Only one (1) propane or natural gas fueled fire pit shall be allowed on any Lot, and such propane or natural gas fire pit shall be located in the rear yard. No wood burning fire pit shall be placed on any Lot. All outdoor fire places or fire pits shall be approved by the DRB.

11. Amendment of Section 7.22 of the Declaration. Section 7.22 of the Declaration is hereby amended as follows:

Section 7.22 Pets and Animals. The following pet and animal restrictions shall apply to all Residential Lots: no animals, livestock, or poultry of any kind shall be kept, raised or bred by any Owner upon any Residential Lot or in any Dwelling; provided, however, that no more than three (3) domesticated animals, no more than two (2) of which may be dogs, may be kept by any Owner; provided further, that in the case of any newborn litter of any such domesticated animal such litter may be kept in a Dwelling or on the Residential Lot so long as they are only kept in the Residential Dwelling or on the Residential Lot for a reasonable amount of time and are not kept for breeding or commercial purposes. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. All pets must be housed

and maintained within the interior of a Dwelling. No structure or area for the care, housing or confinement of any pet shall be constructed or maintained outside the interior of a Dwelling. Dogs shall not be allowed out of doors unattended within the Development; all dogs shall be kept and maintained within a Dwelling, within a fenced-in yard or otherwise on a leash. Pets shall not be permitted to leave excrement on the Lot or Dwelling of any Owner or within any street or any portion of the Common Areas and the Owner of such pet shall immediately remove the same. Each Owner shall be liable to the Association, as applicable, for the costs of repairing any damage to its Common Area caused by the pet of such Owner or Occupant. The Association Board shall have the right from time to time to promulgate rules and regulations governing keeping pets within the Development, including the right to assess fines for violations of such rules or regulations.

12. Amendment of Sections 7.23(b) and (e) of the Declaration. Sections 7.23(b) and (e) of the Declaration are hereby amended as follows:

(b) Trash, garbage, recycling and any other refuse or waste shall not be kept on any Lot or in any Dwelling except in sanitary garbage containers. Garbage cans shall be removed from the road and appropriately stored immediately upon the garbage or recycling, as the case may be, being retrieved by the appropriate garbage or recycling collector, respectively.

Composting shall not be allowed without DRB approval.

(e) No Owner or occupant shall or shall allow their respective agents, employees or invitees to operate lawnmowers, leaf blowers or other such equipment between the hours of 7:00 PM, CT and 7:00 AM, CT.

13. Amendment of Section 7.24(a) of the Declaration. Section 7.24(a) of the Declaration is hereby amended as follows:

(a) Mobile Homes, motor homes, trailers of any kind, campers, vans, motorcycles, bicycles, motorized carts and lawnmowers, tools, and equipment of any nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall not be permitted, stored or allowed to remain on any Lot or Dwelling unless the same is placed, stored or maintained within a garage; provided, however, that any such mobile home, motor home, trailer, camper, van, motorcycle, bicycle, motorized cart and lawnmower, tool, equipment of any nature, golf cart, boats and any other type of watercraft, including a boat trailer, and any other similar types of vehicle, machinery or equipment may be placed on a Lot for loading and unloading so long as it does not remain on the Lot for more than a consecutive period of twenty-four (24) hours; provided further that generators may be placed on any Lot to supply power to a Dwelling if the Dwelling is without power due to a casualty event, so long as the

generator is removed as soon as electrical power is restored. Go carts, all terrain vehicles, personal tractors, and personal construction machinery are not allowed in the Development.

14. Amendment of Section 7.25 of the Declaration. Section 7.25 of the Declaration, as amended by the Second Amendment, is hereby amended as follows:

Section 7.25 Signage. 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") 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 portion of the Common Areas and within those easement areas established by Section 3.7 above.

15. Amendment of Section 7.26 of the Declaration. Section 7.26 of the Declaration, as amended by the Second Amendment, is hereby amended as follows:

Section 7.26 Tanks and Wells. The following tank and well restrictions shall apply to all Residential Lots: No exposed pumps, underground storage tanks or above ground storage containers for the storage of fuel, water or any other substances shall be located on any Lot or Dwelling or within any of the Common Areas; provided, however, that above ground water tanks may be placed in the rear of a Lot if approved in writing by the DRB. No rain barrels or cisterns are allowed.

16. Amendment of Sections 7.28(d) and (e) of the Declaration. Sections 7.28(d) and (e) of the Declaration, as amended by the Second Amendment, is hereby amended as follows:

(d) No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any streets or roads within the Property. Upon completion of construction of any Improvements or any Dwelling, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot or Dwelling and such Lot or Dwelling shall be kept and maintained in a clean and uncluttered condition. Notwithstanding the preceding, under appropriate circumstances, such as, but not

limited to, a contractor constructing multiple Dwellings at the same time, the DRB may grant a variance to the provisions of this paragraph under such terms and conditions as the DRB may deem appropriate in its discretion in writing provided to the Lot Owner and his or her contractor.

(e) Construction activities shall be allowed on any Lot or Dwelling only during the hours of 6:00 AM, CT through 6:00 PM, CT.

17. Amendment of Section 7.31(b) of the Declaration. Section 7.31(b) of the Declaration, as amended by the Second Amendment, is hereby amended as follows:

(b) Operation of Motor Vehicles. Only drivers who are properly licensed and insured to operate motor vehicles may operate any type of motor vehicle (whether gasoline or electric powered) within the Development. All vehicles of any kind and nature that are operated on the streets in the Development shall be properly licensed or permitted and shall be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Development.

18. Amendment of Article 9 of the Declaration. Article 9 of the Declaration is hereby amended to add Section 9.12 as follows:

9.12 Initial Capital Contribution. Assessments are hereby levied against, and due upon the closing of the sale of each Lot in the amount of \$1,000.00 against the purchaser of each Lot (whether such Lot has a completed Dwelling located upon it or otherwise) and against each subsequent purchaser of each Lot. Such assessment shall be payable to the Association, and the proceeds of such Assessments may be used by the Association for any purpose for which the Association is authorized under the Articles, Bylaws or the Declaration.

Each Phase Association may, in its discretion, also charge an Assessment against the purchaser of a Lot in the respective Phase for which it is the Phase Association (whether such Lot has a completed Dwelling located upon it or otherwise) and against each subsequent purchaser of each such Lot. Such assessment shall be payable to the Phase Association, and the proceeds of such Assessments may be used by the Phase Association for any purpose for which the Phase Association is authorized under the Articles, Bylaws or the Declaration.

Such assessments may be collected in the same manner as any other assessments may be collected by the terms of the Declaration, including, but not limited to, by foreclosing any lien for such assessments.

Notwithstanding the preceding, the Developer shall have the right to waive any assessment required by this Section 9.12 in its sole discretion with regarding the sale of any Developer owned Lots.

19. Amendment of Section 12.1 of the Declaration. Section 12.1 of the Declaration is hereby amended as follows:

Section 12.1 Authority and Enforcement. In addition to the provisions of Sections 5.12, 7.22, 7.23, 7.31, 7.35, 8.2(b), 9.6 and 9.9 hereof, if any Owner or Occupant or their respective agents, contractors or invitees, violates any of the provisions of these Covenants, the Articles of Incorporation, the Bylaws or any rules and regulations adopted by the Board of the Association from time to time, the Board shall have the power to (i) impose reasonable monetary fines that shall constitute an equitable charge and continuing lien upon the Residential Lot, Condominium Lot or Unit, Apartment Lot or Commercial Lot, shall be the personal obligation of such Owner that is guilty of such violation, and may be collected in the same manner as any other assessments may be collected by the terms of the Declaration, including, but not limited to, by foreclosing the lien for such fines, (ii) suspend an Owner's right to vote in the Association, (iii) suspend an Owner's or Occupant's right (and the right of such Owner's or Occupant's family members, guests and tenants) to use any of the facilities located in or upon the Common Areas, (iv) seek an injunction prohibiting any further violation of or requiring compliance with the relevant provisions of these Covenants, the Articles of Incorporation, the Bylaws or any rules and regulations adopted by the Board of the Association, or (v) seek any other remedy available at law or in equity, and the Board shall have the power to impose and/or seek all or any combination of any of the foregoing sanctions and/or remedies. Any suspension of rights may be for the duration of the infraction. The Association shall be entitled to reimbursement for all legal fees and costs incurred for the enforcement of these Covenants, the Articles of Incorporation, the Bylaws or any rules and regulations adopted by the Board of the Association against the violating party.

20. Manner of Adoption. This Third Amendment is made by the Developer in accordance with Section 11.2 of the Declaration.

21. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein have the meaning ascribed to such terms in the Declaration.

22. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration, the First Amendment, Second Amendment, the Third Amendment and this Fourth Amendment shall be read, taken and construed as one and the same instrument. Unless a provision of the Declaration is specifically deleted, it shall remain in full force and effect, as amended by any subsequent amendment. References in the Declaration and

all exhibits thereto shall be deemed to be references to the Declaration, as previously amended, and as further amended by this Fourth Amendment.

23. Effective Date. This Fourth Amendment shall be effective upon being recorded in the records of the Office of the Judge of Probate of Baldwin County, Alabama.

[The rest of this page is intentionally left blank. Signatures begin on the following page.]

IN WITNESS WHEREOF, CHS Properties, Inc., an Alabama corporation, has caused this instrument to be properly executed by the undersigned on this the 13th day of FEBRUARY, 2025.

CHS Properties, Inc.
An Alabama corporation

By: [Signature]
Doug Warren
Its: President

Attest:

By: [Signature]
Joy Solberg
Its: Secretary

STATE OF Alabama)

COUNTY OF Baldwin)

I, Joy M. Solberg, the undersigned Notary Public in 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

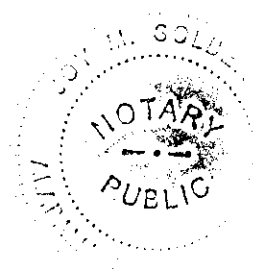
Given under my hand and seal this the 13th day of Feb., 2025.

[Signature]
NOTARY PUBLIC

My Commission Expires:

JOY M. SOLBERG Notary Public, Alabama State At Large My Commission Expires: Feb. 3, 2026

[Notary acknowledgments continue on the following page.]



STATE OF Alabama)

COUNTY OF Baldwin)

I, Beverly Calloway, the undersigned Notary Public in for said County in said State, hereby certify that Joy Solberg, whose name as Secretary 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 the instrument, she, as such officer 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 seal this the 14th day of Feb., 2025

Beverly Calloway
NOTARY PUBLIC

My Commission Expires: 6/15/2027

THIS INSTRUMENT PREPARED BY:
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