

SECTION II

**HERITAGE SHORES
A PLANNED UNIT DEVELOPMENT**

**DECLARATION OF RIGHTS,
COVENANTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS**

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

THIS INSTRUMENT WAS PREPARED BY:
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RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE
IN THE COUNTY OF BALDWIN, ALABAMA
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MIST 0082 Pmt 0166

HERITAGE SHORES
A PLANNED UNIT DEVELOPMENT
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS,
AFFIRMATIVE OBLIGATIONS, AND CONDITIONS

This Declaration made this 1st day of March, 1995 by ALBRON, L.L.C., an Alabama Limited Liability Company, hereinafter called "Developer";

WITNESSETH

WHEREAS, Developer is the owner of various lots in subdivisions South of Highway 180 on the Fort Morgan Peninsula in Baldwin County, Alabama being more particularly described as follows:

Lots 122, 123, 124, 125, 126 and 127, as recorded in Gulf Beach Re-Subdivision "A", as recorded in Map Book 1, Page 142 except that part in Laine Court, and Lots 15 and 17 in Laine Court, as recorded in Map Book 4, Page 222, in the Office of the Judge of Probate, Baldwin County Alabama (the "Property"); and

WHEREAS, Developer desires to subdivide the Property and to create thereon a planned unit development (the "Development") for private single-family unit residential use with private streets and rights-of-way, walkways, parking facilities, open spaces, landscaping, recreational facilities and other common areas and facilities (collectively the "Common Elements"), for the common benefit and enjoyment of the Owners of Lots in the Development; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in the Development and to thereby advance the general welfare of the community and immediate vicinity; and to that end desires to allow innovative and diversified design in building form and site development, to permit flexibility in the location and arrangement of buildings, to encourage the most efficient and economical use of the land in the Development, to preserve and protect as amenities the natural features and characteristics of the land, to encourage the provision of common open space through efficient site design, to encourage the optimum use of available public utilities, streets and community facilities, to place certain beneficial restrictions upon the property comprising and appurtenant to the Development for the purposes of insuring that it will be used for its intended purposes as set forth herein, to prevent nuisances, to prevent impairment of the attractiveness of the Development, to maintain the desired tone of the Development, and thereby to preserve, as far as practicable, the natural beauty of each Lot therein, to insure the erection thereon of attractive, well designed, properly proportioned and appropriate homes constructed of proper and suitable materials, with appropriate locations of such homes on the Lots, and thereby to secure to each Lot Owner the full benefit and enjoyment of such Lot Owner's home with no greater restriction on the free and undisturbed use of such Lot Owner's lot than is necessary to insure the same advantages to the other Lot Owners; and

DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
ARTICLE I: DEFINITIONS

WHEREAS, Developer deems it desirable for the efficient preservation of the values and amenities in the Development to create a nonprofit corporation, which shall have the power to manage, maintain and administer the Common Elements and all other powers and duties set forth therein; and

WHEREAS, Developer has incorporated under the laws of the State of Alabama as a nonprofit corporation, Heritage Shores Property Owners Association, Inc., (the "Association"), for the purpose of exercising said functions; and

WHEREAS, Developer may, at its option, purchase and develop all or part of any adjacent property as a subdivision, or planned unit development, or combination thereof, and, if so developed, Developer may, at its option, wish to provide for the use and enjoyment of the recreational facilities of the Development by those owners of such adjacent property who wish to use said facilities and are willing to pay an appropriate assessment therefor; and if so developed, Developer may, at its option, wish to provide for the use and enjoyment of the recreational facilities of the adjacent property by those Owners of the Development who wish to use said facilities and are willing to pay an appropriate assessment therefor.

NOW THEREFORE, Developer declares that the Property described in Article II hereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I: DEFINITIONS

1.1 Definitions

The following words when used in this Declaration (unless the context clearly otherwise requires) shall have the following meanings:

- (a) "Association" means Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, its successors and assigns.

Unless the context clearly otherwise requires, all references herein to the Board of Directors or the Board, or to the Articles of Incorporation or By-Laws or the President or Secretary or any other officer, shall mean, respectively, those of the Association.

- (b) "Common Elements" means all portions of the Development other than the Lots, including, without limitation, all streets and rights-of-way, and all common walkways, parking facilities, open spaces, landscaping, recreational facilities and other common areas and facilities in or appurtenant to the Development, and all other property, whether real or personal, from time to time held by the Association for the common benefit and enjoyment of the Owners.
- (c) "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves therefor.
- (d) "Common Expenses Liability" means the liability for Common Expenses allocated to each Lot as herein provided.
- (e) "Lot" means a residential lot in the Development as shown on the recorded plat or map thereof.

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DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
ARTICLE II: PROPERTY SUBJECT TO THE DECLARATION AND ADDITIONS THERETO

If additional real estate is added to the Development at any time, no part of such real estate shall be considered a Lot for any purpose hereunder until the conveyance adding such additional real estate to the Development and the plat or map of the lots therein have been recorded in the Probate Court of Baldwin County, Alabama.

- (f) "Owner" means the record owner, whether one or more persons or entities, of a vested interest in the fee simple title to a Lot. If title to a Lot is split between estates for life or for years, and remainder, then the owner or owners of the estate having present rights to possession shall be considered the Owner. Notwithstanding any applicable theory of the mortgage, "Owner" shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title, whether subject to redemption or not, pursuant to foreclosure or any proceeding in lieu thereof. After any mortgagee, lien holder or purchaser at foreclosure sale acquires title by foreclosure or proceedings in lieu of foreclosure, such party shall be and become the "Owner" within the meaning of this Declaration, and the debtor and debtors shall no longer be an Owner regardless of whether there is outstanding a right of redemption.
- (g) "Recreational Facilities" means the swimming pool, tennis court, club house and other recreational facilities and equipment from time to time included in the Common Elements.

ARTICLE II: PROPERTY SUBJECT TO THE DECLARATION AND ADDITIONS THERETO

2.1 Property

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

Lots 122, 123, 124, 125, 126 and 127, as recorded in Gulf Beach Re-Subdivision "A", as recorded in Map Book 1, Page 142, except that part in Laine Court, and Lots 15 and 17 in Laine Court, as recorded in Map Book 4, Page 222, in the Office of the Judge of Probate, Baldwin County Alabama.

2.2 Separate Parcel

Each Lot in the Development, together with its interest in the Common Elements, shall constitute for all purposes a separate parcel of real estate.

ARTICLES III: THE ASSOCIATION

3.1 Powers

The Association is hereby delegated and shall have the power to manage, maintain and administer the Common Elements, and to administer and enforce these covenants and restrictions, and all other powers and duties set forth in this Declaration and the Articles of Incorporation and By-Laws, as the same may be amended from time to time.

3.2 Membership

The membership of the Association at all times shall consists exclusively of all Owners (including Developer as long as it owns a Lot), their heirs, legal representatives, successors or assigns. Each Owner shall cease being a member of the Association at the time such Owner no longer owns a Lot.

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3.3 Meetings

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

3.4 Quorum

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

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

3.5 Voting Rights

Each Member in good standing shall be entitled to one vote on each matter submitted to a vote of Members. On all issues decided by a vote of the Members, whether pursuant to this Article or any other provision of this instrument, each Owner other than Developer shall be entitled to one vote for each Lot owned by such Owner, and Developer shall be entitled to one vote for each Lot owned in the Development and for each Lot owned in any additional Lots added to the Development. If a Lot is owned by more than one person, the Owners of the Lot, collectively, shall be considered a single Member, and may designate among themselves by proxy the one of their number entitled to vote for all of them. If only one of the multiple Owners of a Lot is present at a meeting of the Association, such Owner shall be entitled to cast all the votes for that Lot. If more than one of the multiple Owners are present, the votes for that Lot may be cast only in accordance with a written agreement of a majority in interest of the multiple Owners, unless the By-Laws expressly provide otherwise. There shall be a majority agreement if any one of the multiple Owners of the Lot casts the votes for that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.

An Owner may not revoke a proxy given pursuant to this Section except by written notice of revocation filed with the Secretary prior to a meeting or actual notice of revocation to the person presiding over a meeting of the Association. A proxy shall be void if it is not dated or purports to be revocable without notice. A proxy shall terminate one year after its date, unless it specifies a shorter term.

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

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DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
ARTICLES III: THE ASSOCIATION

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 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.

Unless otherwise provided herein, all membership dues, fees and assessments shall be allocated equally among all Lots in the Development, including all planned additional Lots added to the Development.

3.7 Liens

The Association shall have a lien on each Lot for any unpaid membership dues, fees and assessments due by the Owner's thereof, duly made by the Association, together with interest thereon at the rate set forth in Section 5.8 herein, 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.

3.8 Surplus Funds

No part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Common Elements, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any individual Member.

3.9 Financial Records

The Association shall keep financial records in sufficient detail to enable it to furnish to each Member a statement setting forth the amount of the annual assessment and any unpaid expense or special assessment currently due and payable from such Member; the most recent regularly prepared balance sheet and Common Expense statement, if any, of the Association; the current operating budget of the Association; a statement of any unsatisfied judgements against the Association and any pending suit in which the Association is a party; a statement describing any insurance coverage provided for the benefit of the Members; a statement of the remaining terms of any leasehold or estate affecting the Development and the provisions governing any extension or renewal thereof; and such other records and information as shall from time to time be required by the Board of Directors. All financial and other records of the Association shall be made reasonably available for examination by any Member or such Member's authorized agent(s), and such records shall be made available in Baldwin County, Alabama. The Members shall not, as such, be liable for the debts of the Association.

3.10 Dealings with Association

With respect to a third person dealing with the Association, the existence of the Association's powers and the proper exercise thereof by the Association may be assumed without inquiry, unless such person has actual knowledge that the Association is exceeding or improperly exercising its powers. A third person shall not be bound to

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DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
ARTICLE IV: PROPERTY RIGHTS IN THE COMMON ELEMENTS

delivery or mailing of the budget to the Owners. Unless at that meeting a majority of all the Owners present in person or by proxy or any larger vote specified in the Articles of Incorporation or By-Laws reject the budget, the budget shall be deemed ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.

- (d) The initial members of the Board named in the Articles of Incorporation are:

Albert E. Ritchey
William C. Taylor
Ronald E. Bingham

The Term of service of the initial members of the Board shall be one (1) year from the date hereof, provided, however, that until (a) the time when Developer no longer owns any Lot in, or planned for, the Development (including all planned, additional phases of the Development, or (b) the expiration of three (3) years from the date hereof, or (c) Developer relinquishes control of the Development in writing, whichever first occurs, Developer may, by written instrument duly recorded in the Probate Court of Baldwin County, Alabama, at any time remove any member of the Board, or replace any member, or name a new member in place of any member who has resigned or died. Until the termination of the period of Developer control, the members of the Board appointed by the Developer may, but need not be, Owners.

After the first to occur of the events described in the preceding paragraph, control of the Development shall be transferred to all Owners (including Developer if it is still a Owner) of a majority of the total Lots in, or planned for, the Development (including all planned additional phases), and thereafter the Owners may, in accordance with the Articles of Incorporation or By-Laws remove any member of the Board or replace any member, or name a new member in such member's place in the event such member for any reason ceases to so serve, and fix the term of service of each new member.

The Board shall elect the officers. The Board members and officers shall take office upon election.

- (e) Upon the termination of the period of Developer control, the Owners shall elect a Board of a least three members, all of whom shall be Owners, and at least a majority of whom shall be Owners other than the Developer.

ARTICLE IV: PROPERTY RIGHTS IN THE COMMON ELEMENTS

4.1 Title to Common Elements

The legal title to all Common Elements shall be initially reserved by the Developer who, subject to any and all rights reserved by the Developer herein, shall convey such to the Association not later than one (1) year from the date hereof. The Developer and the Association, in accordance with the Article of Incorporation and By-Laws, shall have the authority to mortgage all or part of the Common Elements for the purpose of improving the Common Elements.

4.2 Extent of Member's Easements

The rights and easement of enjoyment created hereby shall be subject to the following:

- (a) The right of the Developer and of the Association, in accordance with the Declaration, Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Elements. In the event of default upon any such mortgage, the lender shall have a right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the Members until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association and all rights of the Members hereunder shall be fully restored.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure.
- (c) The right of the Association, as provided in this Declaration, the Articles of Incorporation or By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment due by said Member remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its Rules and Regulations.
- (d) All rights reserved by the Developer, its successors and assigns, in this Article or elsewhere in this Declaration.

4.3 Reservations by the Developer

The Developer reserves unto itself, its successors and assigns:

- (a) A fifteen foot (15') utility easement within the twenty-five foot (25') front set back, as noted on the plat or map of the Development, together with a right-of-way and easement for ingress and egress and easement for utilities, drainage, maintenance, repairs and other related uses over, along, across and under all roads shown on any plat or map of the Development for all purposes relating in any manner to the subdividing, developing or aiding in the development of the Development or any parts or parts thereof or additions thereto by the Developer or others.
- (b) The right to grant easements and right-of-ways of ingress and egress and for drainage, utilities, maintenance and repairs along, over, across and under the roads and easement shown on the plat or map of the Development to any person, firm, corporation or entity for use as ingress or egress or for drainage, utilities, maintenance and repairs.
- (c) The right to,
 - (i) add real estate to the Development;
 - (ii) to create Lots or Common Elements within or appurtenant to the Development or any addition thereto;
 - (iii) to subdivide Lots or convert Lots into Common Elements; and/or

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ARTICLE V: COVENANTS FOR MAINTENANCE ASSESSMENT

- (iv) to withdraw real estate from the Development or any addition thereto.
- (d) The right to maintain a sale office, management office, or models in the Development and to maintain signs on the Common Elements advertising the Development.
- (e) The right to such easements as are necessary to perform the duties and obligations of the Developer as are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

All of the above rights and interests reserved by the Developer may be exercised by the Developer without the consent or concurrence of the Association or any Member. If the Developer exercises all or any of its rights reserved under subparagraph (c) of this Section, the Developer shall prepare, execute, and record an amendment to this Declaration, which must reallocate all allocated interests among all Lots in any reasonable manner prescribed by the Developer which does not discriminate in favor of Lots owned by the Developer or an affiliate of the Developer.

At such time as the Developer no longer owns any Lot or holds any interest in any Lot, then the rights hereby reserved to the Developer shall pass to the Association without any further act or documentation.

ARTICLE V: COVENANTS FOR MAINTENANCE ASSESSMENT

5.1 Creation of Lien and Personal Obligations for Assessments

The Developer, for each Lot owned by it on which Developer builds a speculative home, hereby covenants and agrees and each Owner by acceptance of a deed to the Lot purchased by such Owner, whether or not so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association all assessments fixed, established and collected from time to time as hereinafter provided. All such assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection obligation of any person who is an Owner of such Lot at the time the assessment falls due, or in the event there is more than one Owner of any Lot each and every such Owner shall be personally liable for the entire assessment due for such Lot, said obligation being joint and several.

5.2 Purpose of Assessment

The assessments levied by the Association shall be used for the purposes of promoting the common recreation, health, safety, general welfare and convenience of the Members, and in payment for the improvement and maintenance of the Common Elements, for services and facilities devoted to these purposes and related to the use and enjoyment of the Development and of the homes situated in the Development, including, but not limited to, the payment of taxes and insurance on the Common Elements and for repair, maintenance, upkeep, replacement and additions to the Common Elements and for the cost of labor, shipment, materials, management and supervision thereof.

5.3 Annual Assessments

The annual assessment for each Lot for 1995 shall be \$600.00, prorata for part of the year, which shall be payable in equal monthly or quarterly installments, as shall be fixed and may be changed by the Board from time to time.

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The annual assessment for 1995 and for subsequent years may be increased or decreased by the affirmative vote of a majority of the Board, after consideration of current maintenance costs and further needs of the Association, and in such event all monies collected by the Association as assessments will be retained by the Association for application to future needs consistent with the purposes for which the assessments are levied and collected.

5.4 Special Assessments

In addition to the annual assessments, the Board may levy in any year, one or more special assessments, applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unexpected repair or replacement of any improvement upon the Common Elements, including the necessary fixtures and personal property related thereto.

5.5 Date of Commencement of Annual Assessments, Due Date

The first annual assessment shall be for the calendar year 1995. Each annual assessment shall be due in equal quarterly installments, as fixed by the Board from time to time, and shall be payable on the first day of each calendar quarter, commencing with the quarter next following that in which the first Lot is conveyed to a person other than the Developer. The assessment year and due date may be changed from time to time by the Board, in its discretion.

The due date of any special assessment under the Article shall be fixed in the resolution authorizing such assessment.

5.6 Capital Contributions

Each Owner buying a Lot from the Developer which has not been previously sold by the Developer, shall pay to the Association at the time of the closing of the purchase of such Lot from the Developer, the sum of \$200.00 as a one-time non-refundable contribution to the capital of the Association.

5.7 Duties of the Board of Directors with Regard to Assessments

Any change made by the Board of Directors in the date of commencement and/or the amount of the assessment against each Lot for any assessment period shall be made at least thirty (30) days in advance of the due date for said assessment. The Association shall prepare a roster of the Members and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Member. Written notice of any assessment shall be sent to every Member subject thereto, at least thirty (30) days in advance of its due date.

The Association shall, upon demand at any time, furnish to any Member liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether or not said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5.8 Effect of Non-payment of Assessment

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

If any assessment is not paid within thirty (30) days after the date when due, it shall bear interest from the date of delinquency at the rate of interest from time to time charged by SouthTrust Bank of Baldwin County, Alabama, as its base or prime rate of interest plus three (3%) percent per annum. The Association may bring an action at law

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

5.9 Subordination of the Lien to Mortgages

The lien of the assessments provided for herein shall, if required by the lender, be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to assessment if such mortgage is given to secure a debt arising out of acquisition or improvement of such property; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer by the mortgagee and shall not relieve such mortgagee or other purchaser at foreclosure, or any grantee in any deed in lieu of foreclosure, or any successor in title, from liability for any subsequent assessments.

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ARTICLE VI: ALLOWED USE

6.1 Single Family Residential Use

All Lots shall be used for single-family residential purposes only.

6.2 Division of Lots

Except as provided in Section 4.3, no Lot shall be divided or re-subdivided unless all portions of said Lot are used to increase the size of Lot adjacent to the same as shown upon the plan of the Development.

ARTICLE VII: SETBACK RESTRICTIONS

7.1 Location of Buildings

All buildings and other structures on each Lot must be located within the building area for such Lot as shown on the plat of the Development and in compliance with all building setback lines as shown upon the plat thereof; provided, however, that the eaves and steps of a building shall not be subject to the building setback lines as long as the remainder of the building is in compliance therewith and the eaves and steps do not extend beyond the boundaries of the Lot.

ARTICLE VIII: ARCHITECTURAL REVIEW COMMITTEE

8.1 Review Committee

An Architectural Review Committee consisting of three (3) persons, to be known as the "Heritage Shores Architectural Review Committee" (hereinafter called the "Committee"), shall exist and function in the manner and with the

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ARTICLE VIII: ARCHITECTURAL REVIEW COMMITTEE

powers hereinafter stated.

The initial members of the Committee shall be:

William C. Taylor
Lawrence G. David, A.I.A.
Brad Lee Patterson, A.I.A.

The term of service of the initial members of the Committee shall be one (1) year from the date hereof, provided, however, that until termination of the period of Developer control pursuant to Section 3.13(d), Developer may, by written instrument duly recorded in the Probate Court of Baldwin County, Alabama, at any time remove any members of the Committee, or replace any member, or name a new member in place of any member who has resigned or died. Upon the termination of the period of Developer control, as aforesaid, control of the Development shall be transferred to all Owners, and thereafter the Owners (including Developer if it is still a Owner) of a majority of the total Lots in, or planned for, the Development (including all planned additional phases) may, in accordance with this Declaration, the Articles of Incorporation or By-Laws, remove any member of the Committee, or replace any member, or name a new member in their place in the event they for any reason cease to so serve, and fix the term of service of each new member.

The act of a majority of the members of the Committee shall be the act of the Committee and shall be final and binding on all parties, provided, however, that in the event of the death, resignation or removal of one or more members of the Committee, the remaining members shall have full authority to act in the name of the Committee pending the appointment of a successor member.

8.2 Submissions to the Committee

- (a) Two copies of complete building plans, specifications, and plot plans, showing, without limitation, the schedule of exterior materials, exterior colors, and the elevation and location of each such structure or improvement, all landscaping and such other information as the Committee may require, shall be submitted to the Committee for approval prior to the commencement of construction of any structure or other improvement on any Lot. Initially, a fee of \$200.00 per submission shall be charged by the Association for each review by the Committee. With the approval of the Committee, the Board of Directors may increase such fee from time to time, but not more than once in any twelve month period.

- (b) The Committee shall notify the Lot Owner submitting such plans and specifications in writing whether they are sufficient, or whether additional information is required. The Committee shall approve or disapprove such plans and specifications within sixty (60) days after the Committee notifies the Lot Owner in writing that the plans and specifications are sufficient. If such plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting Lot Owner in person, or by registered or certified letter addressed to the Lot Owner at the address furnished by the Lot Owner with the plans and specifications. Such notice will set forth the particulars upon which disapproval was made, but need not contain any suggestions as to corrective measures to be taken. The plans and specifications submitted to the Committee shall be deemed approved unless the Committee notifies the Lot Owner of their disapproval, as aforesaid, within sixty (60) days after the Committee's written notice to the Lot Owner that the plans and specifica-

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tions submitted are sufficient for its consideration. All submissions to the Committee shall be made in care of Heritage Shores Architectural Review Committee, 700 South 28th Street, Suite 200, Birmingham, Alabama 35233, or such other address as the Committee shall from time to time designate by instrument recorded in the Probate Court of Baldwin County, Alabama. Copies of all building plans, specifications, plot plans and other information submitted to the Committee may be retained by the Committee.

- (c) Notwithstanding anything to the contrary otherwise appearing or implicit herein, the Committee, by resolution passed by all of its member, may designate from among its members one or more persons to review and approve or disapprove any or all submissions to the Committee pursuant to any of the provisions of this instrument, and to exercise such other powers and authority granted to the Committee as shall be delegated to such person or persons by such resolution.
- (d) The Developer and/or the Committee, or any authorized agent of either of them, may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures and improvements thereon are in compliance with the provisions hereof; and neither Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.
- (e) Neither the Committee, the Developer, nor any Architect or Engineer hired by them, nor any partner, agent or employee of any of them, shall be responsible in any way to any Lot Owner: (1) for any act, or inaction by the Committee or any members thereof in connection with these covenants, restrictions and limitations; (2) for any failure of structures or improvements to comply with the requirements set forth in this Declaration; (3) for any defects in any Owner's plans and specifications submitted, revised or approved in accordance with the foregoing provisions; nor (4) for any structural or other defects in any work done according to such plans and specifications. All persons submitting any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this section for any cause arising out of the matters referred to, and further agree to and do hereby release said entities and persons from any and every such cause.

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ARTICLE IX: USE OF LOTS

9.1 Restrictions

- (a) No buildings or structure shall be erected, altered, placed or permitted to remain on any Lot other than the principal dwelling, which shall not exceed three (3) stories in height, including the ground floor parking area (but excluding the tower and attic, if any), and no more than one (1) outbuilding incidental to residential use as shall be approved in writing by the Committee.

The outbuilding, if any, on each Lot shall be designed in such fashion as to blend with the design of the principal dwelling on the Lot and the surroundings and shall be located so as to minimize visibility from the street.

- (b) No flat, duplex, or apartment, though intended for single-family residential use, may be erected on any Lot.

9.2 Plans and Specifications

No house, gazebo, cabana or other outbuilding, fence, wall, walkway, driveway or other structure shall be commenced, erected, placed, altered, or maintained on any lot without the approval of the Committee.

9.3 Activities

No trade, business or commercial activities of any kind or obnoxious, offensive, or illegal activity shall be permitted or conducted upon any Lot or the Common Elements nor shall anything be done thereon that may be or become an annoyance or a nuisance to the neighborhood or violation of the laws and regulations of the United States of America, the State of Alabama, Baldwin county, Alabama or the auspices of Fort Morgan, Alabama, or this Declaration, or the Articles of Incorporation or By-Laws, or the Rules and Regulation of the Association. No junk, inoperable motor vehicles or other unsightly personal property shall be kept or maintained on any Lot or any of the Common Elements except for minor emergency repairs. Inoperable motor vehicles or those in a state of disrepair, shall be made operable or repaired at locations other than any such Lot or the Common Elements. Authorized representatives of the Association are allowed to come on any Lot to stop any annoyance, nuisance or any illegal activity without such action being an act of trespass.

No building or other structure other than the principal dwelling on any Lot shall at any time be used as a dwelling, temporarily or permanently.

9.4 Construction Time

The construction of each building or other structure approved by the Committee must be commenced within the time specified in such approval, or, if no time is specified therein, within six (6) months of the date of approval. Each building or other structure approved by the Committee shall be completed within twelve (12) months after initial construction of such building or structure has begun, unless the Committee shall give its written approval to a longer period.

9.5 Construction Requirements

- (a) Building Heights. Maximum building height of residences shall be forty-five feet (45') measured from the crown of the street on which the lot fronts to the highest point of the roof (excluding chimneys).
- (b) Maximum Building Coverage/Minimum Foundation Size. No more than forty (40%) percent of any Lot may be covered by the buildings. The buildings shall mean areas contained under the roof, including enclosed living space and outside porch space. The minimum enclosed living area shall be 1200 square feet.
- (c) Finished Floor Elevations. The minimum finished first floor elevation of residences shall comply with the provisions of Flood Zone V9, as amended from time to time, which presently requires that the underside of the lowest structural beam or girder of the first floor shall be at a minimum elevation of plus 10 feet (+10') above sea level.
- (d) Walls. The exterior walls of the dwelling must consist of an exterior finish insulation system

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(EFIS) on plywood sheathing. All walls facing the street on which the Lot fronts must have windows and a porch at least eight feet (8') in depth. Parking underneath homes is required. All raised homes must be visually screened by breakaway panels, approved by the Committee, between pilings at ground level in accordance with applicable regulations. Louver/shutter design is encouraged.

All exterior walls must be painted in a color approved by the Committee. The Committee will have a list of colors from which Lot Owners may choose.

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

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

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

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

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

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

- (g) Chimneys. Chimneys, along with other projections above roofing surfaces, will play a dominant role in depicting the character desired. Chimney dimensions shall be compatible in scale to the structure; however the minimum size shall be two feet six inches (2'6") by four feet zero inches (4'0"). All exposed surfaces of chimneys shall be of EFIS with covered flue endings. Prefabricated metal fireplaces must have coverings for all exposed flue pipes.

- (h) Doors. A strong emphasis on front door placement and design will be encouraged. The front door should make a bold architectural statement of entry. Wood or glass exterior doors are strongly recommended, with a minimum height of seven feet (7'). The use of double front entry doors, or doors enhanced by side and/or top window panels will be encouraged. Sliding patio doors, if clad in alu-

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DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
ARTICLE IX: USE OF LOTS

minum or vinyl, shall be permitted.

- (i) Shutters. Louvered shutters will be encouraged. All shutters must be operable using traditional hardware, pivots and latches. Louvered shutters will be allowed to tilt from the top or swing open. The installation of shutters must be done in the historical manner, i.e., louver blade should angle with the outer edge downward when the shutters are closed in front of the window so that they block the sunlight. All shutters must be sized to fit the window, and must be made of painted wood, or Committee approved authentic-looking materials. Anodized aluminum will be acceptable for louvered shutters. The rough sawn unfinished wood look will not be acceptable.
- (j) Walls and Fences. No cyclone or similar fencing will be allowed. Walls or fences will be permitted in the rear and side yard of homes and shall be constructed of either wood or EFIS. All fences shall be approved by the Committee.
- (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 and handrails must be properly proportioned to the scale and mass of the house.

Balconies will be encouraged to provide second floor privacy areas and to add a view. Front porches must be a minimum of eight feet (8') in depth.

- (l) Exterior Lighting. Exterior lighting must be provided for safety and security. Recessed or down lighting, and vertical landscape lighting will be recommended. Flood lights will not be permitted. No lighting shall be located so as to interfere with vehicular traffic or become a nuisance to neighbors by adversely affecting the nighttime environment of adjacent properties.

- (m) Colors. The intent of the color palette is deeply rooted in the traditional color schemes of Bermuda, Jamaica, British Virgin Islands, the Bahamas and the Caribbean Islands.

When selecting colors, playful color schemes with all grey roofs being the common unifying factor tying the Development together must be used. No more than three (3) colors may be used in one scheme.

- (n) Driveways. Driveways widths shall be a maximum of Twelve feet (12'). Driveway entry from the street must be a minimum of five feet (5') from the side property lines. Access to screened parking beneath homes will be reviewed by the Committee on an individual basis.

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

All driveways must be of colored concrete or pavers. Each driveway design, pattern and coloring must be noted on the site plan for hardscape of the landscape design drawings.

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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.

- (o) Building and Accessory Structures Set Backs. The building setbacks represent the placement of buildings, decks, patios, walls and hedges, depending on the Lot's location. Some Lots may have required variations due to special factors. The Committee will establish setbacks on these Lots in consultation with the Owner and architect during the initial review stage. On-site approval of building placement by the Committee must be obtained before construction begins.
- (p) Clothes Lines. No outside clothes line shall be permitted in the Development at any time.
- (q) Equipment. All heating, ventilation and air conditioning equipment, including, without limitation, compressors, and other mechanical and/or electrical devices on any Lot shall be located to the rear of the front most extension of the principal dwelling located thereon, and shall be visually screened from the street and adjoining Lots. The side of each Lot facing the street shall be the front of the Lot. All equipment shall be installed in compliance with applicable regulations. Butane or propane tanks are not permitted.
- (r) Electrical Services. Unless approved otherwise by the Committee in writing, each Owner shall be responsible for the secondary residential electrical service to such Owner's Lot, which shall be underground.
- (s) Garbage Disposal Containers. Outside garbage disposal containers must be delineated on plans and specifications submitted for approval, must be located to the rear of the rear plane of the principal dwelling and no closer than ten (10') feet from any property line and must be in covered receptacles and visually screened from view according to plans approved in writing by the Committee. All outside garbage disposal equipment and containers shall be kept in a clean and sanitary condition. No Lot shall be used as a dumping area for rubbish or any kind.
- (t) Landscaping. Plants and greenery will be required around all dwellings. A landscaping plan should be included with the house plans when they are submitted to the Committee.

9.6 Accessory Structures

Some Lots are large enough to accommodate a gazebo or cabana. No detached garages will be permitted. If approved by the Committee, the accessory structures must be located within the required setbacks, match the architectural details of the principal dwelling and comply with applicable regulations. Roofs and exterior walls must be compatible with the main house in both design and color. No sleeping accommodations will be allowed in any building other than primary dwelling.

9.7 Signs

No signs or billboards of any kind shall be placed or maintained upon any Lot after sale by the Developer to an Owner, except address and one (1) sign of not more than five (5) square feet advertising the property for sale or rent, and signs used by the builder during the construction period not to exceed one hundred eighty (180) days. Nothing herein contained, however, shall prevent the placing or maintenance of any sign or billboard of any kind anywhere in the Development by the Developer, its successors or assigns until all Lots are sold.

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9.8 Water and Sewage

The Owner of each Lot must connect to and use the central water system serving the development and shall be responsible for paying the water connection fee and all water assessment charges. No septic tank shall be permitted on any Lot. The Owner of each Lot must connect to and use the central sanitary sewage disposal system serving the Development, and shall be responsible for paying the sewer Tap/Certificate of Ownership fee at closing of the sale of the Lot, any service/inspection and connection fees before service is begun, and all sewer assessment charges thereafter. The Owner of each Lot is responsible for draining storm waters within the property lines of their respective Lots and must dig a detention bed to hold excess storm water, in compliance with Plat restrictions and applicable regulations.

9.9 Adjoining Lots

For the purposes of this instrument, any Owner having two or more adjoining Lots may treat, use and build on them as though they were one (1) Lot after making written application and receiving written approval by the Committee. Said approval shall be recorded and operate as an amendment to this instrument. Thereafter said Lots shall be deemed a single Lot hereunder for the purpose of determining the construction set back lines, but shall continue to be separate Lots for the purpose of determining assessments and voting rights hereunder.

9.10 Easements

The easements, if any, shown on the recorded plat of the Development are hereby adopted as part of these restrictions, and all Lots in the Development shall be subject to such easements. Developer reserves unto itself and its successors and assigns the right and easement, but (unless otherwise expressly provided herein) does not assume any obligations, to construct, install, maintain, repair and replace power, water, gas, sewer, telephone and other utility lines, equipment and facilities and drainage ditches in, on, over, and under the streets, roads and easement shown on the plat of the Development, or to construct, install, operate, maintain, repair, or replace lights, walls, fences, shrubbery bushes, trees and other decorative and screening improvement in, on, over and under any easement on the property as shown on said plat, but Developer shall have full right of ingress and egress to and from said streets, roads and easement and the right to contract generally with others for the doing of any or all of such things as the Developer, in its discretion, may deem appropriate or convenient in connection therewith.

9.11 Animals

No chickens, horses, pigs, cows, sheep, goats, or other recreational, work, farm or large animals of any kind shall be kept or maintained in the Development. Any animals of any kind that are kept or maintained by any Lot Owner shall be fenced or restrained in such manner that they may not run loose upon other properties within the Development and may be further restricted by subsequent rules and regulations of the Association.

9.12 Repairs and Maintenance

All buildings, structures and improvement on each Lot shall be maintained and kept in a proper and good state of repair by the Owner of the Lot, at such Owner's expense. All exposed areas of each building shall also be kept well painted by the Lot Owner, at such Owner's expense.

9.13 Trailers and Prohibited Uses

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

REC-0002 Plat 0184

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

ARTICLE X: VIOLATIONS AND VARIANCES

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 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.

10.2 Variances

It is further provided that the Committee, in its discretion, may waive or grant a variance in writing as to any one or more of the covenants, restrictions, limitations, or requirements herein specified, at any time and from time to time, provided, however, that no such waiver or variance shall permit the improvement, use or occupancy of any Lot in the Development for other than residential purposes.

10.3 Right of Inspection

The Developer and/or the Committee, or any authorized agent of either of them, may at any reasonable time or times enter upon and inspect any Lot and any improvements thereon for the purposes of ascertaining whether the maintenance of such Lot and the improvements thereon are in compliance with the provisions hereof; and neither Developer nor the Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE XI: TERM OF RESTRICTIONS

11.1 Term of Restrictions

The covenants, terms, conditions, restrictions and limitations herein contained shall run with the land and be binding upon all Owners and future Owners, and parties claiming under them, and shall inure to the benefit of and shall be binding upon them, and each of their heirs, executors, administrators, successors and assigns, for a period of twenty (20) years after the date hereof, at which time the said covenants, restrictions, and limitations shall automatically be extended for an additional period of twenty (20) years, unless at the end of the first twenty-year period or at any time during the second twenty-year period, by the affirmative vote of Owners of two-thirds of the Lots then in the Development it is agreed to terminate or change said covenants in whole or in part, said termination or

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change to be reduced to writing as an amendment to this Declaration, signed by the Owners voting to terminate or change said covenants and recorded in the Probate Court of Baldwin County, Alabama. Should any provision, clause, restriction, limitation or condition of this instrument be declared unenforceable, illegal, against public policy, or inconsistent with or contrary to the laws or Constitution of the State of Alabama or the United States of America by any court of competent jurisdiction, or by legislative enactment of the State of Alabama, or the United States of America, every remaining provision, clause, restriction, limitation, or condition contained herein not affected by such judicial or legislative, decision, or act shall be and remain in full force and effect.

ARTICLE XII: ADDITIONS AND AMENDMENTS

12.1 Additions and Amendments

Developer reserves the right to add one or more additional phases or units to the Development, which, if added, shall be subject to these covenants and restrictions, and all amendments thereto, unless different covenants and restrictions applicable to any such additional phase are adopted by the Developer and recorded in the Probate Court to Baldwin County, Alabama at such time. Until the time when control of the Development is transferred to all Owners as provided in Section 3.13(d) Developer may, by written instrument duly recorded 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. After control of the Development is transferred to all Owners as provided in Section 3.13.(d) the Owners (including Developer if it is still an Owner) of a majority of the total Lots in, or planned for, the Development (including all planned additional phases) may by written instrument duly recorded, as aforesaid, exercise the foregoing right to amendment subject to the foregoing restrictions.

ARTICLE XIII: SEVERABILITY

13.1 Severability

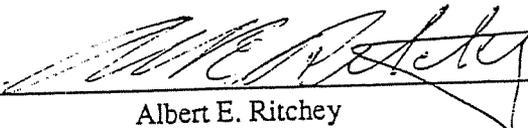
All provision of this Declaration shall be severable.

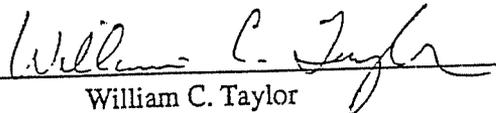
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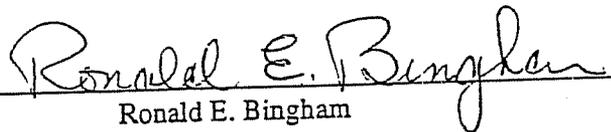
DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
ARTICLE XIII: SEVERABILITY

IN WITNESS WHEREOF, ALBRON, L.L.C., an Alabama Limited Liability Company, has caused these presents to be executed by its duly authorized Managers, Albert E. Ritchey, William C. Taylor and Ronald E. Bingham, hereunto appearing, as of the 1st day of March 1st day of March, 1995.

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

By: 
Albert E. Ritchey

By: 
William C. Taylor

By: 
Ronald E. Bingham

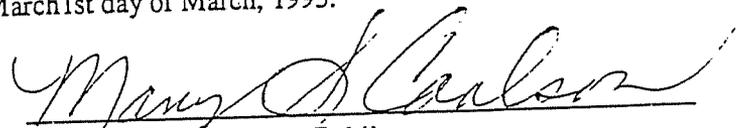
ITS MANAGERS

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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 Manager of ALBRON, L.L.C., an Alabama Limited Liability Company, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such Manager and with full authority executed the same voluntarily for and as the act of said company, on the day the same bears date.

Given under my hand and official seal, this 1st day of March 1st day of March, 1995.


Notary Public

My Commission Expires: 6/2/96

(SEAL)

DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
ARTICLE XIII: SEVERABILITY

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

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

Given under my hand and official seal, this 1st day of March, 1995.

Mary D. Carlson
Notary Public

My Commission Expires: 6/7/96

(SEAL)

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STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

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

Given under my hand and official seal, as of the 1st day of March, 1995.

Jeff D. Warner
Notary Public

My Commission Expires: 11/11/97

(SEAL)

DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
 HERITAGE SHORES: Covenant & Restriction Review

HERITAGE SHORES: Covenant & Restriction Review

OWNER INFORMATION

| | | |
|--------------|---------|--|
| OWNER'S NAME | | |
| ADDRESS | | |
| PHONE | FAX NO. | |

| | | |
|-------------------|---------|--|
| CONTRACTOR'S NAME | | |
| ADDRESS | | |
| PHONE NO. | FAX NO. | |

REVIEW CHECK LIST ✓

| SITE | LOT NO. | COMMENT | |
|---|---|---|--|
| <input type="checkbox"/> SETBACK REQUIREMENT | <input type="checkbox"/> FRONT | <input type="checkbox"/> SIDE | <input type="checkbox"/> REAR |
| <input type="checkbox"/> BUILDING FOOTPRINT | <input type="checkbox"/> ENCLOSED LIVEABLE AREA sf | <input type="checkbox"/> PORCHES/VERANDAS sf | <input type="checkbox"/> BUILDING HEIGHT |
| <input type="checkbox"/> FINISHED FLOOR ELEVATION | <input type="checkbox"/> SITE CLEARINGS | <input type="checkbox"/> TOPOGRAPHIC CHANGES | |
| <input type="checkbox"/> SITE PARKING | <input type="checkbox"/> ENCLOSED PARKING | <input type="checkbox"/> LANDSCAPE PLAN | |

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DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS, AND CONDITIONS
HERITAGE SHORES: Covenant & Restriction Review

| | | |
|--|--|---|
| <input type="checkbox"/> UNDERGROUND UTILITIES | <input type="checkbox"/> SERVICE YARD | <input type="checkbox"/> DRIVEWAY MATERIAL |
| <input type="checkbox"/> LANDSCAPE/EXTERIOR LIGHTING | <input type="checkbox"/> ARBOR, GAZEBOS, TRELIS, & SCREENS | |
| <input type="checkbox"/> FENCING | <input type="checkbox"/> SIGNAGE | <input type="checkbox"/> MAILBOXES |
| <input type="checkbox"/> TRASH CONTAINERS | | |
| BUILDINGS | <input type="checkbox"/> FOUNDATION SYSTEMS | <input type="checkbox"/> UNDERPINNING SYSTEM |
| <input type="checkbox"/> WALL CONSTRUCTION | <input type="checkbox"/> WINDOW TYPE | <input type="checkbox"/> DOOR TYPE |
| <input type="checkbox"/> ROOF OVERHANG | <input type="checkbox"/> ROOF MATERIAL | <input type="checkbox"/> ROOF SLOPE |
| <input type="checkbox"/> CHIMNEY CONSTRUCTION | <input type="checkbox"/> ENERGY CONSIDERATIONS | |
| <input type="checkbox"/> BUILDING COLORS | <input type="checkbox"/> EST. CONSTRUCTION TIME | <input type="checkbox"/> CONSTRUCTION COMPLETION DATE |
| REVIEW | APPROVED (SIGNATURE) | APPROVED (SIGNATURE) |
| | APPROVED AS NOTED (SIGNATURE) | APPROVED AS NOTED (SIGNATURE) |
| | NOT APPROVED (SIGNATURE) | NOT APPROVED (SIGNATURE) |
| | REVIEW DATE | REVIEW DATE |

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STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

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

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

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

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

W I T N E S S E T H

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

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

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

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

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

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

FILED 749 PAGE 0181

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

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

"9.5 Construction Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FILE 749 PAGE 0183

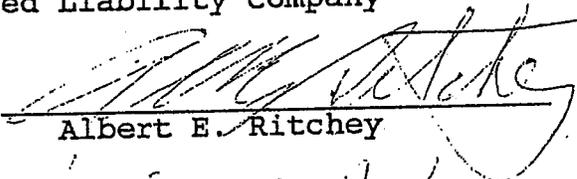
(q) Equipment. All heating, ventilation and air conditioning (HVAC) equipment, including, without limitation, compressors, and other mechanical and/or electrical devices on any Lot shall be located to the rear or side of the front most extension of the principal dwelling located thereon, and shall be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

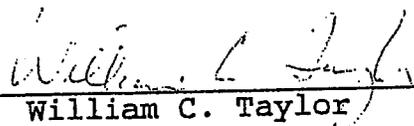
(t) Landscaping. Plants and greenery will be required around all dwellings. All homes must have a landscape irrigation system. A landscaping plan, to include the plants, greenery and landscape irrigation system, must be included with the house plans when they are submitted to the Committee."

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

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

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

By: 
Albert E. Ritchey

By: 
William C. Taylor

By: 
Ronald E. Bingham

ITS MANAGERS

FILED 749 PAGE 0184

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

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

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



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

STATE OF KENTUCKY)
)
COUNTY OF FAYETTE)

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

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



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

FILED IN PROCEEDINGS

SECTION II-B

**HERITAGE SHORES
A PLANNED UNIT DEVELOPMENT**

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

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

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

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

SECOND AMENDMENT TO
DECLARATION OF RIGHTS, COVENANTS, RESTRICTION
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:

900006

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

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

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

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

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

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

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

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

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

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

"9.5 Construction Requirements.

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

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

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

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

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

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

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

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

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

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

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

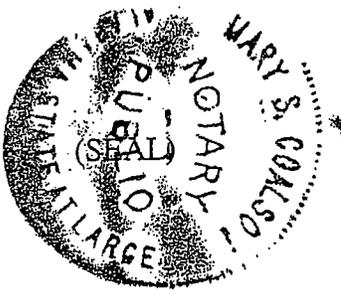
By: *Albert E. Ritchey*
Albert E. Ritchey
Its President

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

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

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

Given under my hand and official seal, this 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.

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

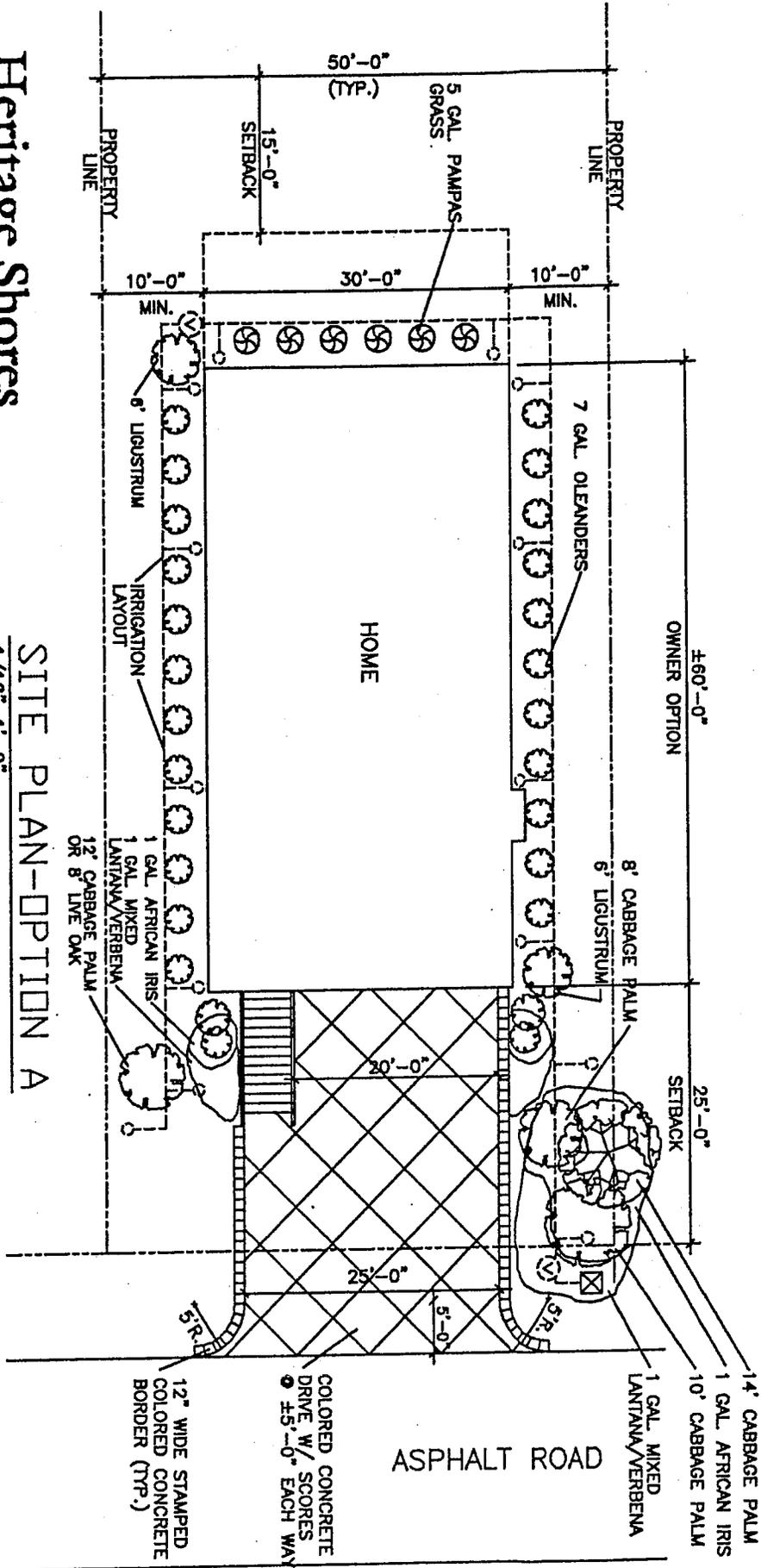
(SEAL)



SITE PLAN-OPTION A

1/16"=1'-0"

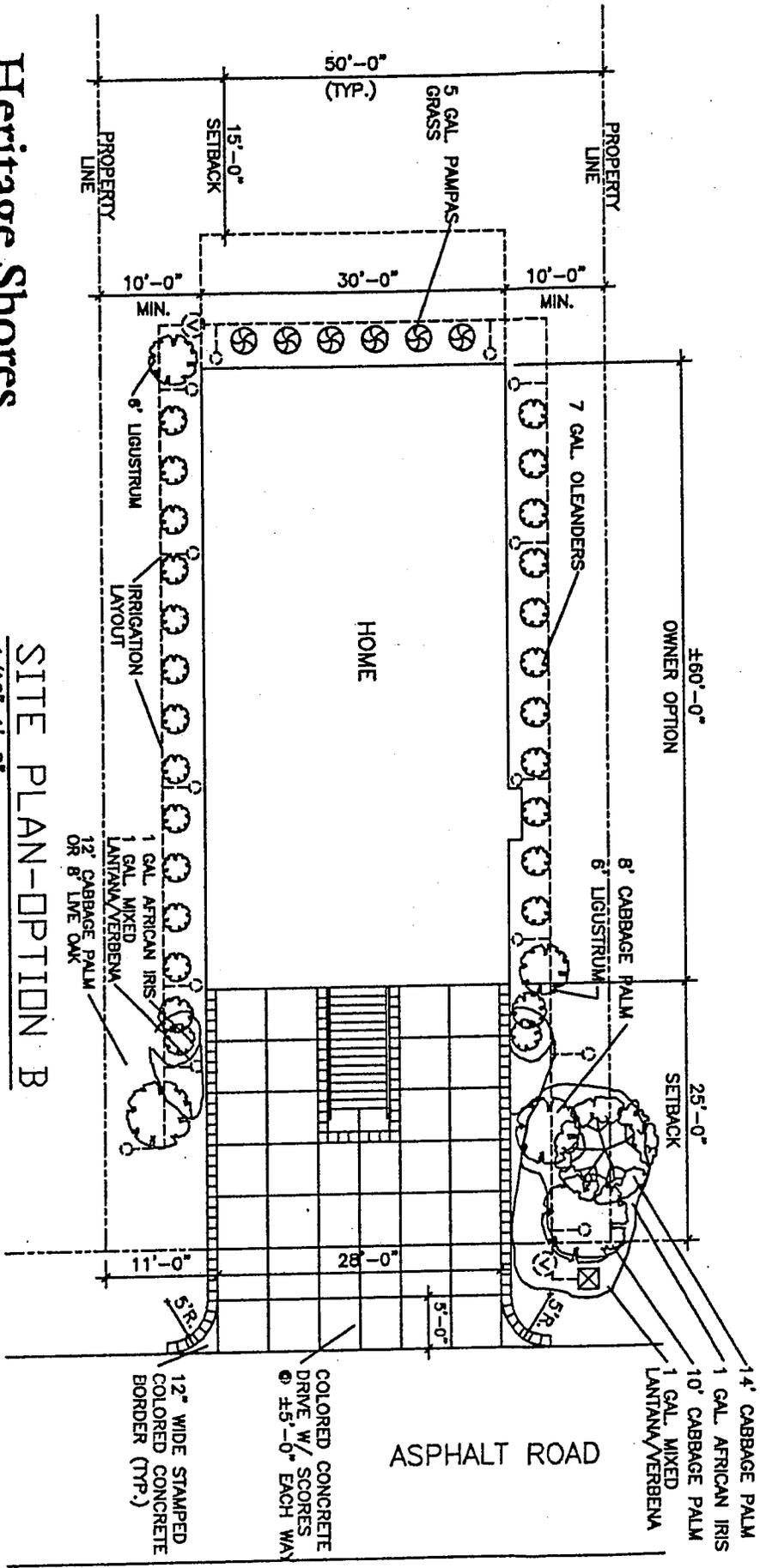
8/23/2000
2000 DAVID & COMPANY ARCHITECTS, INC.





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

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



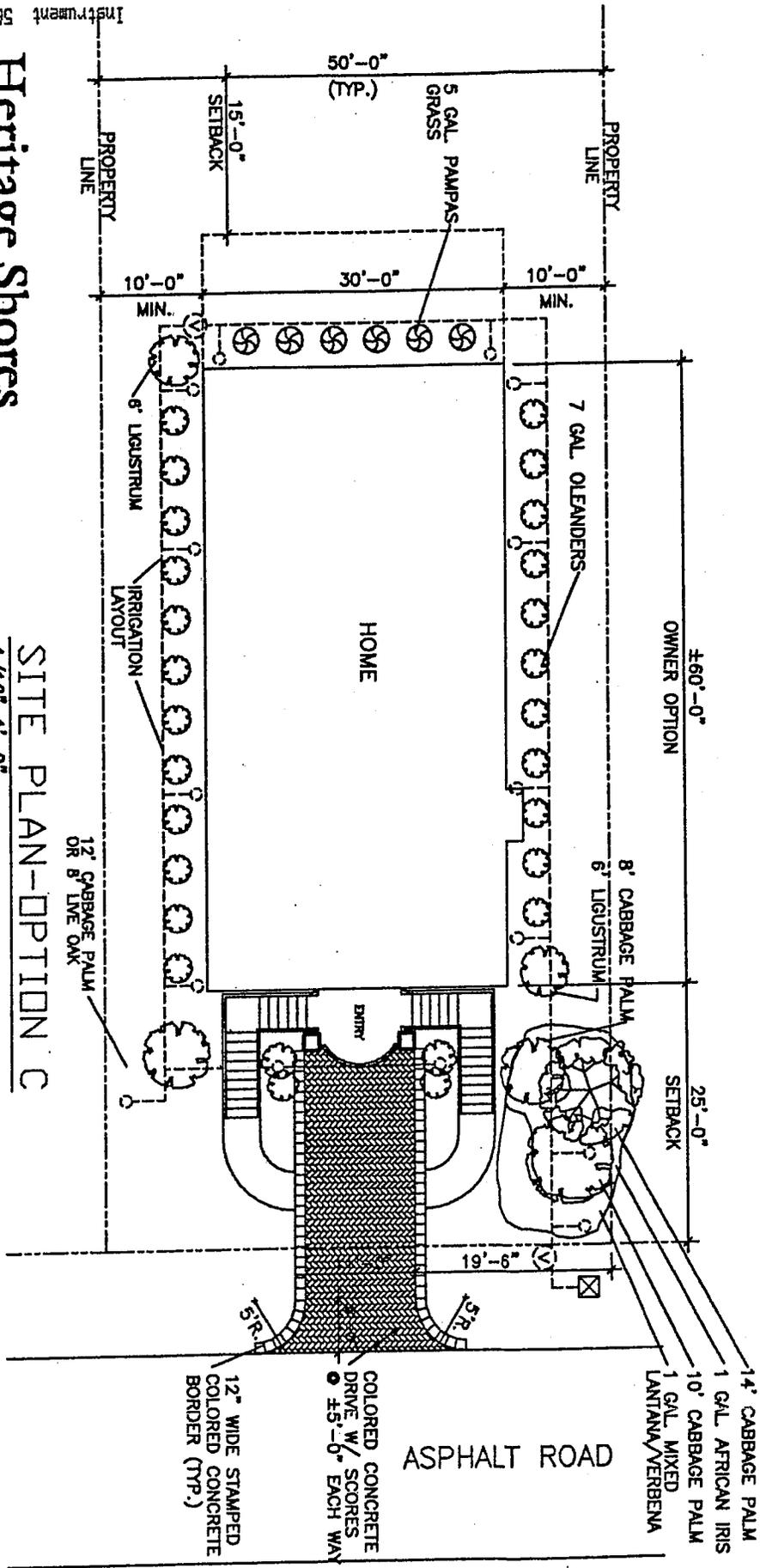
Heritage Shores

2000 Heritage Shores, Atlanta
A Brookhaven community

SITE PLAN-OPTION C

1/16"=1'-0"

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



- 14' CABBAGE PALM
- 1 GAL AFRICAN IRIS
- 10' CABBAGE PALM
- 1 GAL MIXED LANTANA/VERBENA

- 12" WIDE STAMPED COLORED CONCRETE BORDER (TYP.)
- COLORED CONCRETE DRIVE W/ SCORES 4.5'-0" EACH WAY

STATE OF ALABAMA)
)
COUNTY OF BALDWIN)

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

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

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

of

HERITAGE SHORES

A PLANNED UNIT DEVELOPMENT

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

WITNESSETH

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

WHEREAS, On the 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:

9090909

"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. Coalsor
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.

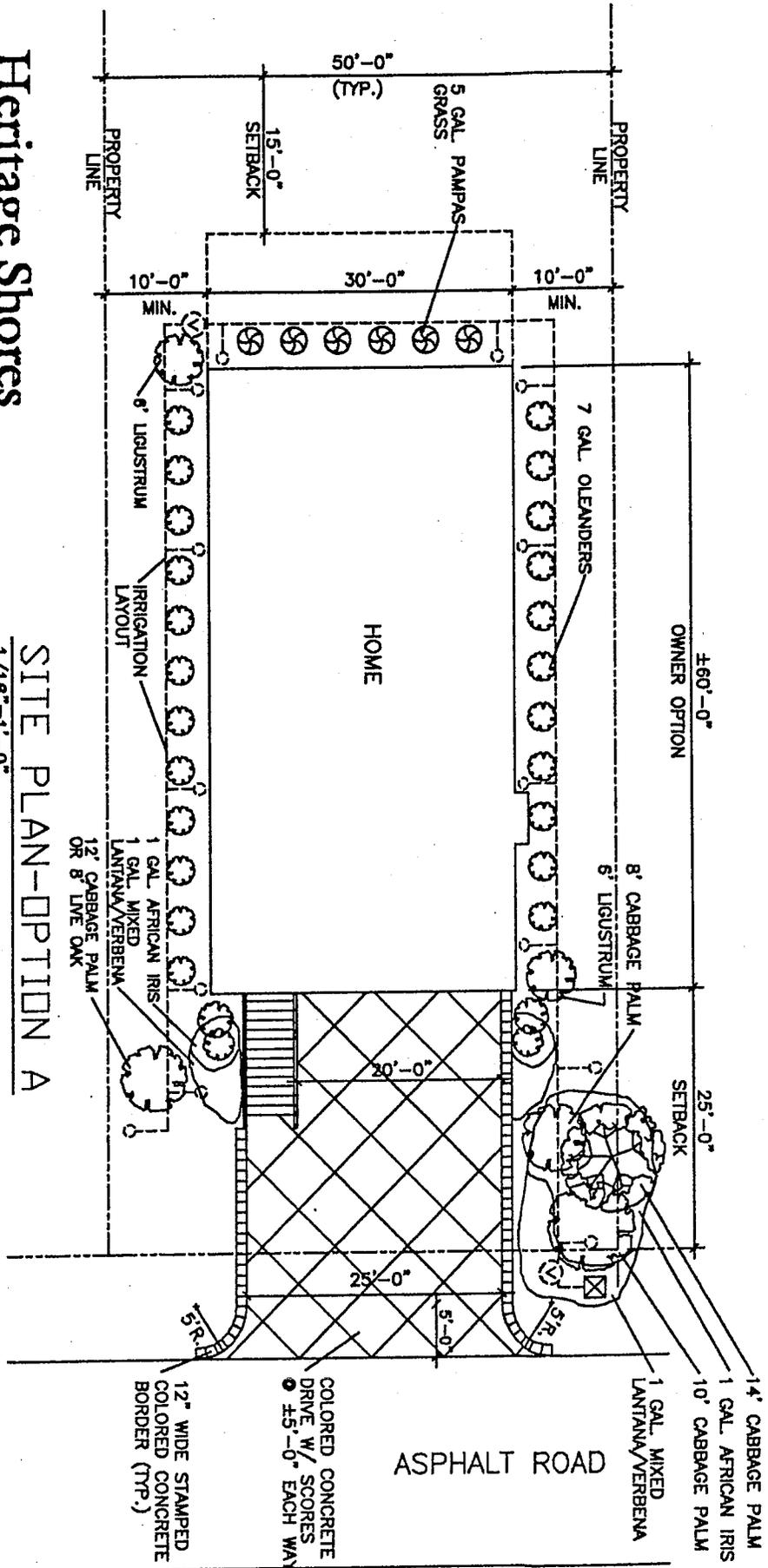
Mary J. Carlson
Notary Public
My Commission Expires: 6/7/04

(SEAL)



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

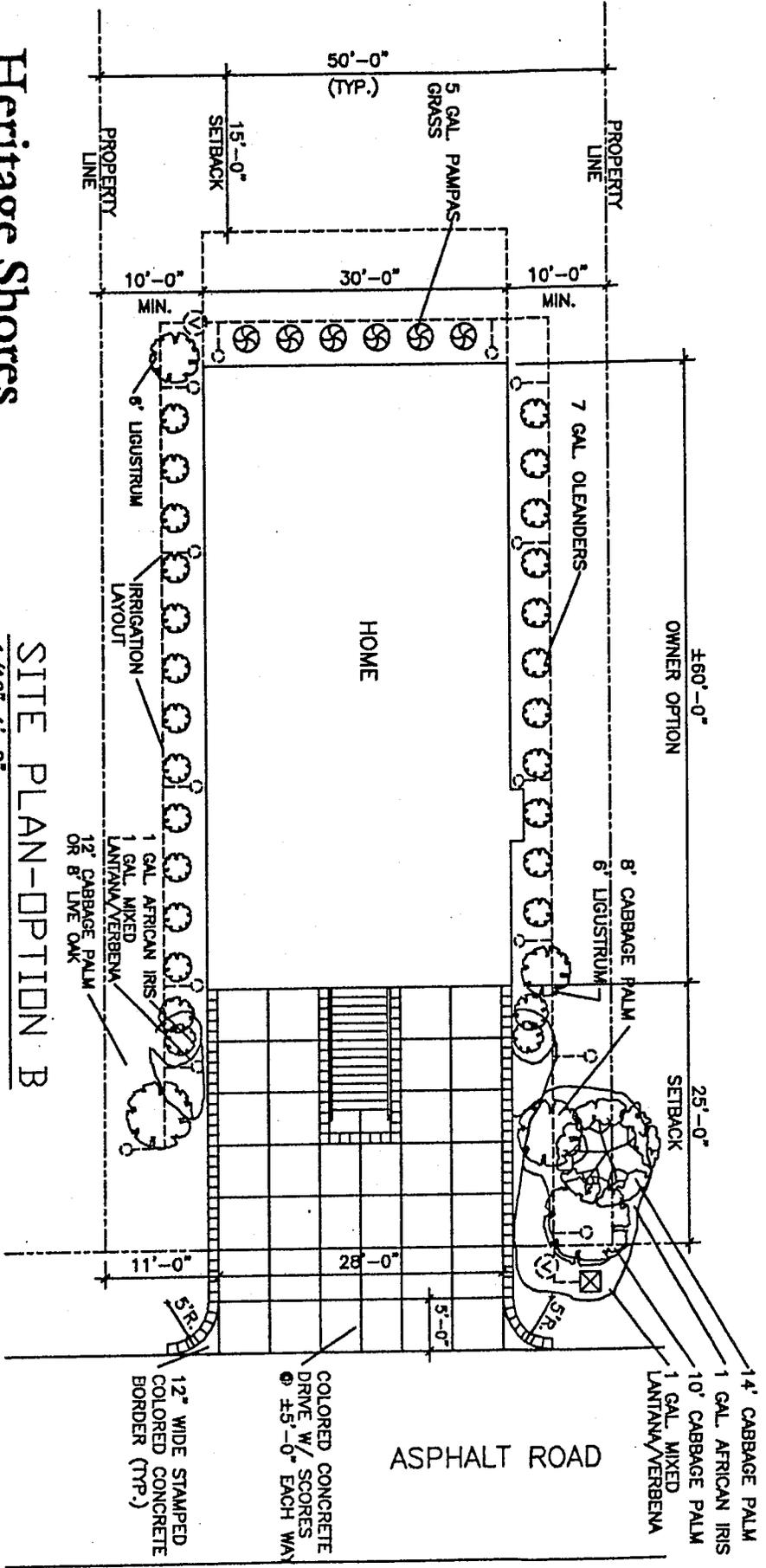
8/23/2000
2000 DAVID & COMPANY ARCHITECTS, INC.





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

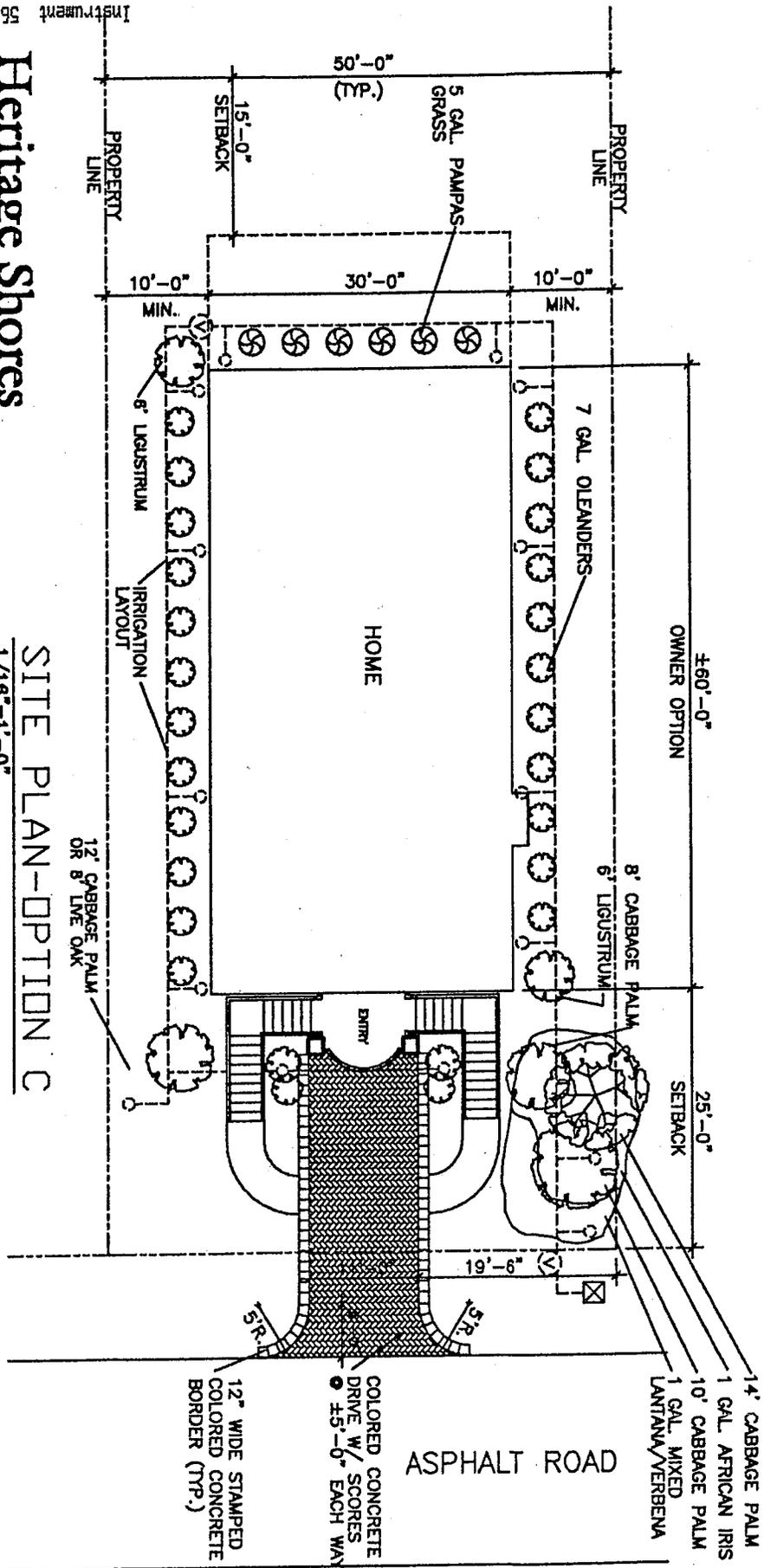
8/23/2000
 2000 DAVID & COMPANY ARCHITECTS, INC.



Heritage Shores
The Heritage Advantage
 a beachside community

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

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



STATE OF ALABAMA)
)
)
COUNTY OF BALDWIN)

This Instrument Was Prepared By:
Albert E. Ritchey, Attorney
P. O. Drawer 590069
Birmingham, Alabama 35259-0069

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

State of Alabama, Baldwin County
I certify this instrument was filed
and taxes collected on:

2005 May -24 1:45PM

Instrument Number 893893 Pages 3
Recording 9.00 Mortgage
Deed Min Tax
Index DP 5.00
Archive 5.00
Adrian T. Johns, Judge of Probate

This Third Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores, a Planned Unit Development, as amended, is made and entered into effective as of the 16th day of April, 2005 ;

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, On the 16th day of October, 2000, a Second Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Developer of Heritage Shores, a Planned Unit Development, in Instrucment Number 566826, Pages 1-9, in the Office of the Judge of Probate, Baldwin County Alabama ("the Third Amendment to the Declaration"); and

WHEREAS, the Owners of Heritage Shores, a Planned Unit Development desire to amend the Declaration, pursuant to Article XII of the Declaration, as amended in the Second Amendment.

893893

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

Section 5.4 of ARTICLE V of the Declaration, is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 5.4 shall read as follows:

Section 5.4 of ARTICLE V of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 5.4 shall read as follows

“5.4 Special Assessments

In addition to the annual assessment, the Board of Directors may levy in any year, one or more special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, unexpected repair or replacement of any improvement upon the Common Elements, including the necessary fixtures and personal property related thereto. The Board may either provide for the special assessment to be paid by the Owners in a lump sum or may provide for the special assessment to be paid by the Owners in a monthly, quarterly and/or annual structured form payable over any monthly, quarterly or annual period as determined by the Board from time to time.”

All other provisions of the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores and the First and Second Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions shall 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 16th day of April, 2005.

Heritage Shores Property Owners Association, Inc.

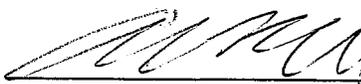
By: Don Baker
Don Baker
Its President

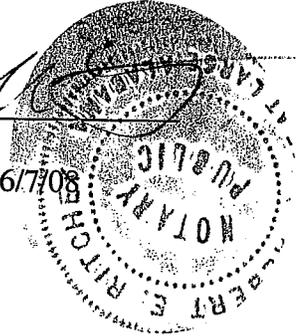
By: Ronald Bingham
Ronald Bingham
Its Secretary

STATE OF ALABAMA)
)
BALDWIN COUNTY)

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

Given under my hand and official seal, this 16th day of April, 2005.


Notary Public
My Commission Expires: 6/7/08



(SEAL)

STATE OF ALABAMA)
)
)
COUNTY OF BALDWIN)

This Instrument Was Prepared By:
Albert E. Ritchey, Attorney
P. O. Drawer 590069
Birmingham, Alabama 35259-0069

1202055

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

of

HERITAGE SHORES

A PLANNED UNIT DEVELOPMENT

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert. 10/7/2009 2:42 PM
TOTAL \$ 28.00
6 Pages

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

W I T N E S S E T H

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

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

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

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

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

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

Section 3.3 of ARTICLE III of the Declaration, is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 3.3 shall read as follows:

“3.3 Meetings

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

Section 3.4 of ARTICLE III of the Declaration, is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 3.4 shall read as follows:

“3.4 Quorum

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

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

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

“3.12 **Insurance**

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

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

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

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

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

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

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

“ARTICLE IX: USE OF LOTS

9.5 Construction Requirements

(e) **Windows.** All windows shall be casement, finish aluminum or vinyl. Horizontal sliders will not be permitted. Lightly tinted glass is acceptable, but foil or reflection material will not be allowed. Roof overhangs, awnings, and shutters are appropriate sun screening devices with approval of design, material, and colors.

(n) **Driveways.** Driveway entry from the street must be a minimum of five feet (5’) from the side property lines. Access to screened parking beneath homes will be reviewed by the Committee on an individual basis. The maximum driveway width shall not exceed the outside width of the house. Full brick pavers or stamped colored concrete driveways are strongly encouraged. The driveway entrance to each Lot must be approved in writing by the Committee prior to construction to insure compatibility of esthetics and that the Owner has established adequate erosion control.

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

(q) **Equipment.** **HVAC compressors and other mechanical and/or electrical devices on any lot shall be located to the rear or side of the front most extension of the principal dwelling located thereon. Permanently installed propane and/or butane tanks are allowed, provided that they have been permitted in writing by the Architectural Review Committee, who will dictate where it should be buried. All propane/butane installations shall be inspected by the appropriate authority. All equipment and tanks shall be installed in compliance with all applicable laws, regulations and/or codes, and all must be visually screened from the street and adjoining lots.**

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

9.7 Signs

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

9.11 Animals

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

9.13 Trailers and Prohibited Uses

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

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

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

“9.14 ATV’s

ATV’s are prohibited within Heritage Shores.”

“9.15 Fireworks

Use of fireworks is prohibited within Heritage Shores.”

“9.16 Towels On Balcony Railings

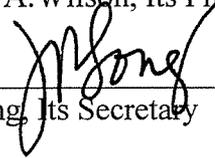
Hanging towels on balcony railings is prohibited. However, towels can be hung on deck chairs on a balcony and on clothes lines under homes.”

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

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

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

By: 
Charles A. Wilson, Its President

By: 
Jeff Long, Its Secretary

STATE OF ALABAMA)
)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that Charles A. Wilson and Jeff Long, whose names as President and Secretary respectively of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority executed the same voluntarily for and as the act of said Association and the owners of Lots at Heritage Shores, on this the 3rd day of October, 2009.

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


Notary Public
My Commission Expires: 06/06/2012

(SEAL)

STATE OF ALABAMA)
)
)
COUNTY OF BALDWIN)

This Instrument Was Prepared By:
Albert E. Ritchey, Attorney
P. O. Drawer 590069
Birmingham, Alabama 35259-0069

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

Of

HERITAGE SHORES

A PLANNED UNIT DEVELOPMENT

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 10/23/2015 10:16 AM
TOTAL \$ 15.00
3 Pages

1540462



This Fifth Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores, a Planned Unit Development, as amended, is made and entered into effective as of the 1st day of November, 2014 ;

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

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

WHEREAS, On the 7th day of October, 2009, a Fourth Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instruement Number 1202055, Pages 1-6, in the Office of the Judge of Probate, Baldwin County Alabama (“the Fourth Amendment to the Declaration”); and

WHEREAS, a majority of the Owners of the Heritage Shores Property Owners Association, Inc. voted on the 1st day of November, 2014 to amend the Declaration and Amendments thereto as hereinafter set forth.

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

Section 3.4 of ARTICLE III of the Declaration, as amended in the Fourth Amendment, is hereby deleted in its entirety and the following is substituted in its place and stead so that Section 3.4 shall read as follows:

“3.4 Quorum

At any initial meeting of the Members, whether regular or special, the presence at the meeting, in person or by proxy, of members entitled to cast a majority of all the votes shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, one or more subsequent meetings may be

called on not less than ten (10) days written notice of each such subsequent meeting; and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the immediately preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

Notwithstanding anything herein to the contrary, if a quorum is not available at an annual meeting of the Association and no subsequent meeting is held with a quorum, as set out above, for a given year than the budget and the Board shall stay as designated for the prior year and thereafter until a quorum is present at a future annual meeting."

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

IN WITNESS WHEREOF, the duly authorized President and Secretary of Heritage Shores Property Owners Association, Inc. have executed this Fourth Amendment effective as of the 1st day of November, 2014.

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

By: *Charles A. Wilson*
Charles A. Wilson, Its President

By: *Charles Crook* Secretary
Charles Crook, Its Secretary

STATE OF ALABAMA)
)
BALDWIN COUNTY)

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

Given under my hand and official seal, this 5 day of March, 2015.

Robert Bell
Notary Public **My Commission Expires 7/27/2015**
My Commission Expires: _____

(SEAL)

~~STATE OF ALABAMA~~ Arkansas)
Crawford)
~~MOBILE~~ COUNTY)

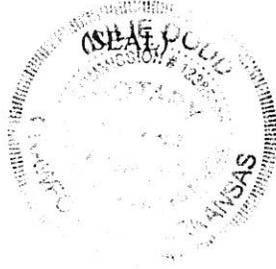
I, the undersigned Notary Public in and for said State and County, do hereby certify that Charles Crook, whose name as Secretary of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me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

Given under my hand and official seal, this 11 day of February 2015.

J. J. Wood

Notary Public

My Commission Expires: 1-1-2022



STATE OF ALABAMA)
)
)
COUNTY OF BALDWIN)

This Instrument Was Prepared By:
Albert E. Ritchey, Attorney
P. O. Drawer 590069
Birmingham, Alabama 35259-0069

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

Of

HERITAGE SHORES

A PLANNED UNIT DEVELOPMENT

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
Filed/cert. 11/16/2016 3:11 PM
TOTAL \$ 15.00
3 Pages

1603647



This Sixth Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores, a Planned Unit Development, as amended, is made and entered into effective as of the 12th day of November, 2016:

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

WHEREAS, On the 24th day of May, 2005, a Third Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores

Property Owners Association, Inc., in Instrument Number 893893, Pages 1-3, in the Office of the Judge of Probate, Baldwin County Alabama (“the Third Amendment to the Declaration”); and

WHEREAS, On the 7th day of October, 2009, a Fourth Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instrument Number 1202055, Pages 1-6, in the Office of the Judge of Probate, Baldwin County Alabama (“the Fourth Amendment to the Declaration”); and

WHEREAS, On the 23rd day of October, 2015, a Fifth Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instrument Number 1540462 Pages 1-3, in the Office of the Judge of Probate, Baldwin County Alabama (“the Fifth Amendment to the Declaration”); and

WHEREAS, a majority of the Owners of the Heritage Shores Property Owners Association, Inc. voted on the 12th day of November, 2016 to amend the Declaration and Amendments thereto as hereinafter set forth.

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

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

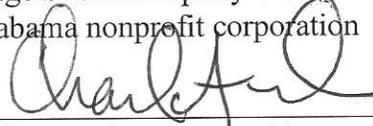
“3.12 **Insurance**

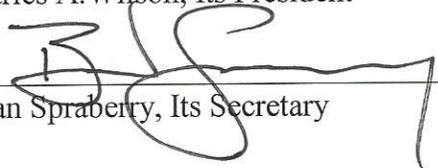
(c.) If the insurance described in subsections (a) and (b) is not reasonably available as determined by the Board of Directors, the Board of Directors shall cause notice of that fact to be hand delivered, sent prepaid by United States mail, or electronically mailed to all Owners. The By-Laws may require the Association to carry other insurance, and the Association in any event may carry any other insurance or self-insure for property damage in any amount deemed appropriate by a majority of the Owners from time to time to protect the Association and/or the Owners. All such self-insurance amounts shall be placed in a separate, interest bearing reserve and/or savings account.

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

IN WITNESS WHEREOF, the duly authorized President and Secretary of Heritage Shores Property Owners Association, Inc. have executed this Sixth Amendment effective as of the 12th day of November, 2016.

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

By: 
Charles A. Wilson, Its President

By: 
Brian Spraberry, Its Secretary

STATE OF ALABAMA)
)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that Charles A. Wilson and Brian Spraberry, whose names as President and Secretary respectively of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such officers and with full authority executed the same voluntarily for and as the act of said Association and the owners of Lots at Heritage Shores, on this the 12th day of November, 2016.

Given under my hand and official seal, this 12th day of November 2016.


Notary Public
My Commission Expires: 8/2/2020

(SEAL)



STATE OF ALABAMA)
)
)
COUNTY OF BALDWIN)

This Instrument Was Prepared By:
Albert E. Ritchey
2109 Cloud Croft Circle
Birmingham, AL 35216

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



This Seventh Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions of Heritage Shores, a Planned Unit Development, as amended, is made and entered into effective as of the 24th day of July, 2019 ;

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

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

WHEREAS, On the 7th day of October, 2009, a Fourth Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instrument Number 1202055, Pages 1-6, in the Office of the Judge of Probate, Baldwin County Alabama (“the Fourth Amendment to the Declaration”); and

WHEREAS, On the 23rd day of October, 2015, a Fifth Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instrument t Number 1540462 Pages 1-3, in the Office of the Judge of Probate, Baldwin County Alabama (“the Fifth Amendment to the Declaration”); and

WHEREAS, On the 16th day of November, 2016, a Sixth Amendment to Declaration of Rights, Covenants, Restrictions, Affirmation Obligation and Conditions was filed by the Heritage Shores Property Owners Association, Inc., in Instrument t Number 1603647 Pages 1-3, in the Office of the Judge of Probate, Baldwin County Alabama (“the Sixth Amendment to the Declaration”).

WHEREAS, a majority of the Owners of the Heritage Shores Property Owners Association, Inc. voted on and before the 24th day of July, 2019 to amend the Declaration and Amendments thereto as hereinafter set forth.

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

Section 9.5, Subsection (d) of ARTICLE IX of the Declaration is hereby deleted in its entirety and the following is substituted in its place and stead so that ARTICLE IX Section 9.5, Subsection (d) shall read as follows:

“ARTICLE 1X: USE OF LOTS

9.5 Construction Requirements

(d) Walls. The exterior walls of the dwelling must consist of an exterior finish insulation system (EFIS) on plywood sheathing or (the use of) cement board siding such as Hardie Plank or Certainteed, the trim pieces can be made of either cement board trim pieces or Maritech trim pieces. Exterior appearance must be approved by the Architecture Committee.

All walls facing the street on which the Lot fronts must have windows and a porch at least eight feet (8') in depth. Parking underneath homes is required. All raised homes must be visually screened by breakaway panels, approved by the Committee, between pilings at ground level in accordance with applicable regulations. Louver/shutter design is encouraged.

All exterior walls must be painted in a color approved by the Committee. The Committee will have a list of colors from which Lot Owners may choose.”

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

IN WITNESS WHEREOF, the duly authorized President and Secretary of Heritage Shores Property Owners Association, Inc. have executed this Seventh Amendment ~~on this~~ the 17 day of November, 2019.

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

By: Laura Fisher
Laura Fisher, Its President

By: Leslie Warrington
Leslie Warrington, Its Secretary

STATE OF ALABAMA)
)
JEFFERSON COUNTY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that Laura Fisher, whose name as President of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority executed the same voluntarily for and as the act of said Association and the owners of Lots at Heritage Shores, on this the 17 day of November, 2019.

Given under my hand and official seal, this 17 day of November 2019.

[Signature]
Notary Public
My Commission Expires: 8/2/20
(SEAL)

STATE OF MISSISSIPPI)
)
BOLIVAR COUNTY)

I, the undersigned Notary Public in and for said State and County, do hereby certify that Leslie Warrington, whose name as Secretary of Heritage Shores Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such officer and with full authority executed the same voluntarily for and as the act of said Association and the owners of Lots at Heritage Shores, on this the 7 day of November, 2019.

Given under my hand and official seal, this 7 day of November 2019.

Mary H. Lancaster
Notary Public
My Commission Expires: December 27, 2021



From: Lentz, Erin A <erin_lentz@fws.gov>
Sent: Wednesday, August 13, 2025 10:11 AM
To: Jimbo Salem <Jimbo.Salem@RaymondJames.com>
Subject: Lot 21 Harbor Light Circle, Gulf Shores (Tax Pin: 502877)

Good morning,

We have completed our evaluation of Lot 21 on Harbor Light Circle in the Heritage Shores Subdivision, Gulf Shores, AL (Tax Pin: 502877). Our assessment indicates that the property does not contain habitat for the Alabama beach mouse (*Peromyscus polionotus ammobates*), and therefore, an Incidental Take Permit (ITP) will not be required.

A clearance letter can be issued to the new property owners when they are prepared to proceed with the development of the lot.

We appreciate your commitment to protecting threatened and endangered species and thank you for the opportunity to evaluate this property. Should you have any further questions or concerns, please feel free to reach out.

Thank you,
Erin

Erin Lentz
Wildlife Biologist
U.S. Fish and Wildlife Service
Alabama Ecological Services Field Office
1208 Main Street
Daphne, AL 36526
(251) 298-3853