

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND PROTECTIVE
RESTRICTIONS FOR LEISURE LAKE**

THIS AMENDMENT is made this the 6th day of November, 2009, to that certain instrument entitled Declaration of Covenants, Conditions, and Protective Restrictions for Leisure Lake, Unit I of Phase I, dated August 19, 1994, and recorded August 22, 1994, in Miscellaneous Book 0079, Page 987, in the Office of the Judge of Probate of Baldwin County, Alabama, and to that certain instrument entitled Supplement to Amended and Restated Declaration of Covenants, Conditions, and Protective Restrictions for Leisure Lake for Purpose of Adding Unit Four "B" of Phase Two, and Phase Five, dated December 5, 1997, recorded December 9, 1997, as Instrument Number 998056, in the Office of the Judge of Probate of Baldwin County, Alabama, and to that certain instrument entitled First Amendment to (Previously Supplemented) Amended and Restated Declaration of Covenants, Conditions, and Protective Restrictions For Leisure Lake, Unit I and Unit II of Phase I, dated August 27, 1998, and recorded September 25, 1998, in Miscellaneous Book 101, Page 238, in the Office of the Judge of Probate of Baldwin County, Alabama, to that certain instrument entitled Supplement to Amended and Restated Declaration of Covenants, Conditions, and Protective Restrictions for Leisure Lake for Purpose of Adding Phase Two, Unit Four "A", dated May 24, 2004, recorded June 7, 2004, as Instrument Number 814689, in the Office of the Judge of Probate of Baldwin County, Alabama.

On May 30, 2009, a letter was sent out to all homeowners, as well as a ballot for voting to add the following amendments. The Amendments were approved with a majority vote.

The following shall replace Paragraph 1.03:

1.03 "Subdivision" shall mean and refer to any lots and the common areas as shown in the plats with such additions thereto, if any, as may hereafter be brought within the scope of this Declaration.

The following shall replace Paragraph 1.04:

1.04 "Common Area" shall mean such property as is shown on the Plats as Common Area and any other property (including the improvements thereto) described in this Declaration as Common Area or owned by the Association for the common use and enjoyment of the Owners.

The following shall replace Paragraph 1.05:

1.05 "Lot" shall be any lots as shown on the plats.

BALDWIN COUNTY, ALABAMA
JUDGE ADRIAN T. JOHNS
Filed/cert 11/18/2009 11:53 AM
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The following shall replace Paragraph 1.06:

1.06 “The Plats” shall mean those certain plats recorded at Slide 1480-A (the “Unit I Plat”) and Slides 1772-B and 1773-A (the “Unit II Plat”) and Slide 1922 (the “Unit III Plat”) in the records of the Office of the Probate Court of Baldwin County, Alabama.

Paragraph 1.07 shall be deleted from the Covenants and Paragraph 1.08 shall replace Paragraph 1.07.

The following shall replace Paragraph 2.01:

2.01 **Establishment and Composition.** There is hereby established an Architectural Review Committee (“ARC”), which shall consist solely of one Board of Directors member and four homeowners. Members of the ARC shall be required to serve without salary or pay and none of the members shall be required to be an architect or to meet any other particular qualifications for membership.

The following shall replace Paragraph 2.08:

2.08 **Address.** The address of the ARC shall be 22617 Tranquil Lane, Foley, Alabama 36535, or such other place as may be designated (from time to time) by the ARC by written instrument filed for record in the Office of the County Clerk of Baldwin County, Alabama, and last instrument shall be deemed the ARC’s proper address.

The following shall replace Paragraph 3.03:

3.03 **Building Location.** No building located on any Lot shall be located nearer than ten (ten) feet from the front road Lot line or any nearer than ten (10) feet to any side line. No building shall be located on any Lot nearer than twenty (20) feet from the rear Lot line.

FURTHER SUBDIVISION OF LOTS: None of the Lots shall at any time be divided into as many as two building sites and no building site shall be smaller in area than the area of the smallest Lot in the subdivision. With the prior written consent of ARC/Board of Directors and the obtaining of any required governmental approval, any three (3) contiguous Lots may be combined into two (2) separate building sites, each of which is larger than each of the original three (3) Lots, and for all purposes thereafter, such three (3) Lots shall be treated as two (2) Lots, the same as if those three (3) Lots were originally platted as two (2) Lots; further, with the prior written consent of ARC/Board of Directors and the obtaining of any required governmental approval, any two (2) contiguous Lots may be combined into one (1) building site, and for all purposes thereafter, such two (2) Lots shall be treated as one (1) Lot, the same as if two (2) Lots were originally platted as one (1) Lot.

For the purposes of this covenant, eaves and steps shall not be considered (but open carports and porches shall be) as part of a building; provided, however, that this shall not be construed to permit any portion of steps or eaves to encroach upon another Lot.

The door of any garage on any Lot must be consistent with the decor of the residence. Garage doors must be kept closed at all times except during times when vehicles and equipment are being moved in and out.

The following shall replace Paragraph 3.05:

3.05 **Maintenance.** The Owner of any Lot shall have the duty of and responsibility of keeping the premises, Improvements and appurtenances (including any dock) and landscaping in a well-maintained, safe, clean and attractive condition at all times. If, in the opinion of the Board of Directors, any such Owner is failing in this duty and responsibility, then the Board of Directors, may give notice of such fact and such Owner shall within five (5) days of such notice, undertake the care and maintenance required to restore said Owner's or lessee's Lot to a safe, clean and attractive condition. Should any such Owner fail to fulfill this duty and responsibility after such notice, the Board of Directors shall have the right and power to perform such care and maintenance, and the Owner shall be liable for the cost thereof. If such Owner shall fail to reimburse the entity performing the work after written demand upon such Owner for payment, the amount of such charge shall constitute a lien upon the Lot and shall be enforceable and collectible in the same manner as assessments are to be collected as later set forth in this Declaration.

The following shall replace Paragraph 3.06:

3.06 **Garbage and Refuse Disposal and Other Protective Miscellaneous Restrictions.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers which must be in a screened (which means a decorative screen as opposed to window screen materials) area so that the containers will not be visible from the road or from neighboring property. All equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition. All containers will be of the pest proof variety so that the contents will not be spread around the area by animals or natural causes. Containers will only be displayed on the right-of-way on the assigned day for trash pickup.

No trade or business activity or noxious or dangerous activity of any kind whatsoever shall be carried upon any Lot or on the Common Area; nothing shall be done thereon which may be or become an annoyance, nuisance, health hazard or safety hazard to the neighborhood, and without limiting the foregoing, no garage sales, rummage sales, or the like shall be allowed on any Lot or on the Common Area, and no hunting or firearms or explosives shall be used thereon.

No work shall be done on any Lot which, in the reasonable opinion of the ARC, would jeopardize the soundness and safety of the Subdivision, reduce the value thereof, or impair any easement thereof.

No clothesline or drying yards shall be permitted on any Lot unless confined to the rear yards and concealed by hedges, lattice work or screening acceptable to the ARC.

No statues or other forms of art shall be visible from any street and erected on any Lot unless the ARC first gives its approval in writing.

No athletic equipment or lawn toys, including without limitation, basketball goals, swing sets, wading pool, trampolines shall be erected or situated on any lot.

Without the prior written approval of the ARC, no television antenna, radio receiver, satellite dish or other device for receiving or transmitting radio, television, or other signals shall be attached to or installed on any Lot, unless the same is entirely within the interior of a building or other structure. NO radio signals, television signals, or other form of electromagnetic radiation shall originate from any Lot and unreasonably interfere with the reception of any television or radio signal on any other Lot.

The following shall replace Paragraph 3.07:

3.07 **Exterior Materials.** No foil or other reflective materials shall be used on any window for sun screens, blinds, shades, or other purpose on any Lot; nor shall any window-mounted heating or air conditioning units be permitted on any Lot. However, new style, silent low profile floor installed motel type air conditioner will be allowed subject to ARC approval. The exterior of any building on any Lot must be vinyl siding, brick, any stucco-type material that is approved by the ARC, and/or such other material, if any, as the ARC may from time to time determine appropriate, and the color of such siding, brick, stucco-type, and other material in each instance shall be subject to the prior written approval of the ARC.

The following shall replace Paragraph 3.09:

3.09 **Signs.** No sign or signboard of any kind shall be displayed to the public view on any lot or from within any improvement except that one professional lettered sign of not more than three square feet in size may be displayed advertising the Lot (and the Improvements thereon) for sale or may be erected and used by a builder while a residential building or structure is under construction.

The following shall replace Paragraph 3.10:

3.10 **Livestock, Poultry and Pets.** No animals, livestock, birds, or poultry of any kind shall be raised, bred or kept on any Lot or within any Improvement thereon, provided that a reasonable

number of generally recognized house pets, and in no event more than two domestic pets may be kept within the residence on a Lot, subject to rules and regulations as may be determined by the ARC and provided further that such domestic pets are not raised or kept for any commercial use or purpose, and provided further that they do not become an annoyance or nuisance to the neighborhood. At all times, pets shall be under leash when walked or exercised in any part of the Subdivision, and no pet shall be permitted to leave its excrement on any portion of the Subdivision.

The following shall replace Paragraph 3.12(B):

3.12(B) **Fencing.** The existing “PVC” fencing on Lots 1 through 7, Lot 31 and all lots adjacent to County Road 12 is the responsibility of the owner of such lots for maintaining in good condition such part of said fencing as is situated on such owner’s lot.

The following shall replace Paragraph 3.14:

3.14 **Pools.** No swimming pool shall be located or installed on any private lot.

The following shall replace Paragraph 3.19:

3.19 **Leases.** No Lot (or Improvements) shall be leased except pursuant to a bona fide written lease contract for not less than twelve (12) consecutive months; all leases and the tenants thereunder are subject to all provisions of this Declaration. Property owners shall provide a copy of such lease to the Leisure Lakes POA within 10 days of occupancy. Under no conditions can owners, lease management agents or lessees enter into sub-lease contracts.

The following shall replace Paragraph 4.02:

4.02 **Utility Easement.** A ten foot (10') utility and drainage easement is reserved by the Association on the perimeter of all lots.

The following shall replace Paragraph 5.01:

5.01 **Provisions With Respect to the Lake in the Subdivision.** The Association owns the lake shown on the plats; therefore, it has complete responsibility for the upkeep, maintenance, etc., and stocking of the lake and the dam. The Association reserves the right to use the lake and allow the use thereof, for recreational and other reasonable purposes (including fishing) in connection with other real property that the Association owns or does not own in the vicinity of the subdivision.

There is hereby reserved a ten foot (10') wide strip around the perimeter of the lake in favor of the Association to facilitate maintenance of the lake.

Subject to obtaining any required permits from applicable governmental authorities, the Owner of each Lot located on the lake shall be entitled to construct a dock which extends not more than eight feet (8') beyond the lake water's normal edge and which is not wider than twenty feet (20') or deeper than twelve feet (12'). Such dock must be of materials and finish as are approved by the ARC and shall be constructed so that same is safe and does not unreasonably interfere with the rights of other Owners. Each dock owner shall ensure that the same is kept in a good and safe condition and in a neat appearance. Docks may be used only for the personal recreation and relaxation purposes of the Lot Owner and a reasonable number of guests. No activity shall be conducted or allowed on any dock which constitutes a nuisance or otherwise unreasonably interferes with the reasonable enjoyment of the Subdivision by other Lot Owners. Only low level lighting that is consistent with any standards and/or specifications established by the ARC shall be allowed on any dock. The Association may make such rules and regulations as it may deem appropriate restricting use, activities, and maintenance.

The lake may be used for reasonable and safe recreational activities; provided, however, no motorized (except electrical trolling motors) water craft or other vehicle of any sort shall be allowed on the lake. Except as provided in this Declaration, no person other than Owners of one or more Lots, or their reasonable number of invited guests, may use the lake. All use of the lake shall be at the risk of the user and subject to any applicable laws, rules and regulations, and ordinances of any governmental agency having jurisdiction. Association is authorized to restrict or otherwise regulate use of the lake.

The following shall replace paragraph 6.01(B):

6.01(B) Association intends to provide non-lake Lot Owners with access to the lake. This access will be in the form of a strip of land shown on the Unit II Plat as located between Lots 47 and 48, with a pier leading to a gazebo. Use of this access land and attached facilities shall be at all times subject to such rules and regulations as the Association may deem appropriate. The Association may designate this land and the facilities, wherever located from time to time, as Common Area.

The following shall replace Paragraph 6.03:

6.03 **Delegation of Use.** Any owner may delegate, in accordance with the By-Laws, his/her right of enjoyment to the common area and facilities to visiting members of his/her family, or, in writing to the Board of Directors for tenants (lessees) who reside on the lot.

The following shall replace Paragraph 7.01:

7.01 **Property Owners Association.** The Leisure Lake Property Owners Association, Inc., is established in Alabama as a non-profit corporation has the obligation for general maintenance and upkeep of the common areas. Each owner must obtain and review a copy of the Articles of Incorporation, the By-Laws and the Covenants.

The following shall replace Paragraph 7.04:

7.04 **Assessments.** Each Owner, by acceptance of a deed for the Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Such may be perfected by filing a statement of lien in the appropriate records of the Office of the Judge of Probate of Baldwin County, Alabama, setting forth the Lot upon which the lien is claimed, the amount for which the lien is claimed, and the name of the property owner. The lien shall be enforceable in accordance with Alabama law. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

The following shall replace Paragraph 7.06:

7.06 **Maximum Annual Assessment.** The maximum annual assessment shall be not more than Three Hundred Sixty and No/100 Dollars (\$360.00) per Lot without a vote of the majority of votes.

The following shall replace Paragraph 7.07:

7.07 **Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to the year only for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

The following shall replace Paragraph 7.08:

7.08 **Notice and Quorum for Any Action Authorized Under Sections 7.06 and 7.07.** Written notice of any meeting called for the purpose of taking any action authorized under Section 7.06 or 7.07 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of the members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

The following shall replace Paragraph 7.09:

7.09 **Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a semi-annual basis.

The following shall replace Paragraph 7.10:

7.10 **Date of Commencement of Annual Assessments: Due Dates.** Annual assessments shall be computed on a semi-annual basis. Payment of the assessment shall be due and payable by the 10th day of January and July. Late fees of 10% will be effective after the 10th day of these months.

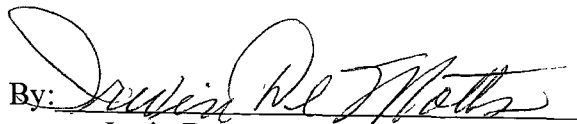
Paragraphs 8.01 and 8.02 shall be deleted.

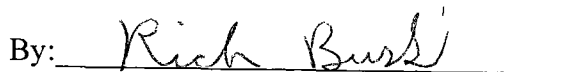
The following shall replace Paragraph 10.01:


10.01 **Amendments.** At the discretion of the Board of Directors, amendments may be necessary. Such amendments require an affirmative vote or at least two-thirds (2/3) of the votes by the members of the Association present or represented by proxy at any meeting at which a quorum has been duly called for.

IN WITNESS WHEREOF, Leisure Lake Property Owners Association, Inc., an Alabama corporation, by and through its duly authorized officer, has caused this Declaration to be executed as of the date provided above.

Leisure Lake Property Owners Association, Inc.

By: 
Irwin DeMotts
Its: President

By: 
Rich Buss
Its: Vice President

By: 
Joe Bell
Its: Vice President

By: [Signature]
Pierre Geneux
Its: Secretary

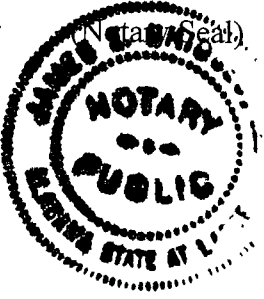
By: [Signature]
Edith Bolster
Its: Treasurer

STATE OF ALABAMA)

BALDWIN COUNTY)

I, James E. Bridges, III, a Notary Public in and for said County and State, hereby certify that **IRWIN DEMOTTS**, whose name as President, of Leisure Lake Property Owners Association, Inc., an Alabama not-for-profit, is signed to the foregoing amendment 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 for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this the 6 day of November 2009.



[Signature]
Notary Public
My Commission Expires: 10/23/12

STATE OF ALABAMA)

BALDWIN COUNTY)

I, James E. Bridges III, a Notary Public in and for said County and State, hereby certify that **RICH BUSS**, whose name as Vice President, of Leisure Lake Property Owners Association, Inc., an Alabama not-for-profit, is signed to the foregoing amendment 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 for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this the 6th day of November, 2009.



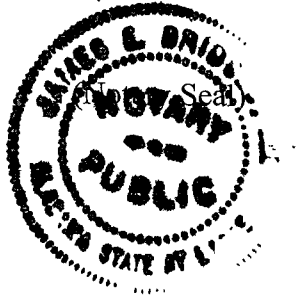
[Signature]
Notary Public
My Commission Expires: 10/23/12

STATE OF ALABAMA)

BALDWIN COUNTY)

I, James E. Bridges III, a Notary Public in and for said County and State, hereby certify that **JOE BELL**, whose name as Vice President, of Leisure Lake Property Owners Association, Inc., an Alabama not-for-profit, is signed to the foregoing amendment 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 for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this the 6th day of November, 2009.



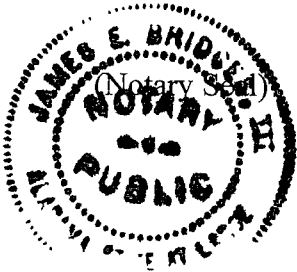
[Signature]
Notary Public
My Commission Expires: 10/23/12

STATE OF ALABAMA)

BALDWIN COUNTY)

I, James E. Bridges, III, a Notary Public in and for said County and State, hereby certify that **PIERRE GENEUX**, whose name as Secretary, of Leisure Lake Property Owners Association, Inc., an Alabama not-for-profit, is signed to the foregoing amendment 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 for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this the 6 day of November, 2009.



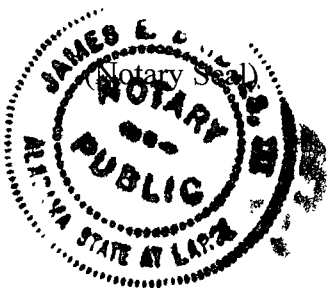
[Signature]
Notary Public
My Commission Expires: 10/29/12

STATE OF ALABAMA)

BALDWIN COUNTY)

I, James E. Bridges, III, a Notary Public in and for said County and State, hereby certify that **EDITH BOLSTER**, whose name as Treasurer, of Leisure Lake Property Owners Association, Inc., an Alabama not-for-profit, is signed to the foregoing amendment 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 for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office, this the 6 day of November, 2009.



[Signature]
Notary Public
My Commission Expires: 10/29/12

THIS INSTRUMENT PREPARED BY:

James E. Bridges, III
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