

STATE OF ALABAMA )

COUNTY OF BALDWIN )

BALDWIN COUNTY, ALABAMA  
HARRY D'OLIVE, JR. PROBATE JUDGE  
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**SECOND AMENDMENT**  
**TO THE**  
**DECLARATION OF PROTECTIVE COVENANTS FOR**  
**COTTAGES ON THE GREENE,**  
**A PLANNED UNIT DEVELOPMENT**

This Second Amendment to the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development (this "Second Amendment") is made and entered into by the undersigned pursuant to the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development (the "Declaration").

**RECITALS:**

A. Cottages on the Greene, a Planned Unit Development (the "Subdivision") was formed October 21, 2005, by the Declarant recording a plat for Phase I of the Subdivision in the records of the Office of the Judge of Probate of Baldwin County, Alabama on Slide 2237-E and as Instrument 931163.

B. On October 21, 2005, the Declarant recorded the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development, in the Office of the Judge of Probate of Baldwin County, Alabama as Instrument 931273 in order to govern and regulate the use and occupancy of the lots in all phases of the Subdivision and the common areas of all phases of the development.

C. The Plat for Phase II of Cottages on the Greene, a Planned Unit Development, was recorded on March 15, 2006, in the Office of the Judge of Probate of Baldwin County, Alabama on Slide 2257-E and as Instrument 962225, incorporating Phase II into the Subdivision, and the Declaration was amended by the Addendum to Add Phase II Amendment to the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development, dated March 28, 2006, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on March 31, 2006, as Instrument 965325, in order to subject Phase II of the Subdivision to the Declaration.

D. The Plat for Phase III of Cottages on the Greene, a Planned Unit Development, was recorded on August 28, 2006, in the Office of the Judge of Probate of Baldwin County, Alabama on Slide 2289-E and as Instrument 997563, incorporating Phase III into the Subdivision, and the Declaration was amended by the Addendum to Add Phase III Amendment to the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development, dated October 12, 2006, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on October 16, 2006, as Instrument 1007780, in order to subject Phase III of the Subdivision to the Declaration.

E. The Declaration was amended by the Amendment to Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development, dated July 15, 2009, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on July 16, 2009 as Instrument 1188123.

F. The Declarant transferred control of the Association to the Lot Owners by an Action by the Declarant of Cottages on the Greene, a Planned Unit Development for Cottages on the Greene Property Owners Association, Inc., dated December 31, 2009, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on January 6, 2010, as Instrument 1214660.

G. Exhibit A to the Declaration was amended by the First Amendment to Exhibit "A" of the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development, dated January 26, 2011, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on January 31, 2011, as Instrument 1271385.

H. The Lot Owners desire to amend the Declaration, in accordance with Section Article X, Section 2.b. of the Declaration.

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

1. Amendment of Article IV, Section 16. Article IV, Section 16, of the Declaration is hereby amended as follows:

16. RENTALS. Rental of all Lots/Dwellings shall be for a minimum term of twelve (12) months. Only one rental unit per Lot shall be allowed.

2. Manner of Adoption. This Second Amendment is made in accordance with Article X, Section 2.b., of the Declaration. The Association's annual meeting was held on the 28<sup>th</sup> day of FEBRUARY, 2020, in accordance with Article V, Section 5.01, of the Bylaws. Consideration of the adoption of the amendment to the Declaration described in Paragraph 1 above (the "Amendment") was on the agenda delivered to the Members prior to the meeting. Notice of the Meetings was given to all Members by the Association in accordance with Article V, Section 5.03, of the Bylaws. Present at the Meeting were Members representing at least sixty seven percent (67%) of the total allocated votes of the Association. At the Meeting the Amendment was presented to the Members for a vote. Sixty-seven percent (67%) of the total allocated votes of the Association represented by Members at the Meeting (in person or by proxy) voted in favor of the Amendment, which meets the voting required by Article X, Section 2.b., of the Declaration. Thus, the Amendment was properly approved. By executing below, the President and Secretary of the Association hereby attest that the foregoing information is true and correct in all respects.

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

4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Second Amendment shall be read, taken and construed



as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Second Amendment.

IN WITNESS WHEREOF, Cottages on the Greene Property Owners Association, Inc., an Alabama nonprofit corporation, has caused this instrument to be properly executed by JOHNNY INZER, its President and TERRY HARRISON, its Secretary on this the 20<sup>th</sup> day of FEBRUARY, 2020.

Cottages on the Greene Property Owners  
Association, Inc.  
An Alabama nonprofit corporation

By: JOHNNY INZER

Its: President

Attest:

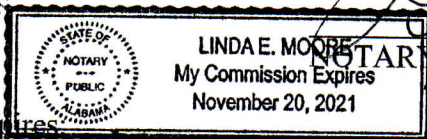
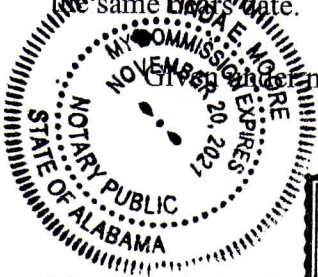
By: [Signature]  
Its: Secretary

STATE OF ALABAMA )

COUNTY OF BALDWIN )

I, LINDA E. MOORE, the undersigned Notary Public in for said County in said State, hereby certify that Johnny Inzer, whose name as President of Cottages on the Greene 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 the instrument, \_\_\_\_\_, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day of the same date.

Witness my hand and seal this the 20<sup>th</sup> day of February, 2020.



My Commission Expires

Linda E Moore  
NOTARY PUBLIC

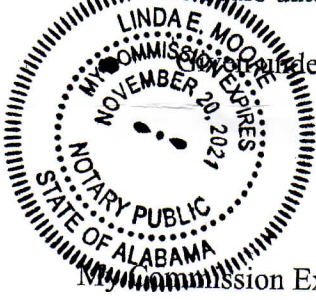
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STATE OF ALABAMA )

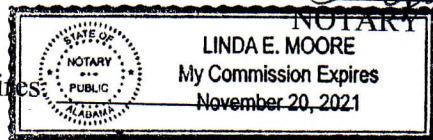
COUNTY OF BALDWIN )

I, Linda E. Moore, the undersigned Notary Public in for said County in said State, hereby certify that Terry Harrison, whose name as Secretary of Cottages on the Greene 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 the instrument, \_\_\_\_\_, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

\_\_\_\_\_ under my hand and seal this the 20th day of February 2020.



My Commission Expires:



THIS INSTRUMENT PREPARED BY:

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