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STATE OF ALABAMA )  
COUNTY OF BALDWIN )



**THIRD AMENDMENT**  
**TO THE**  
**DECLARATION OF PROTECTIVE COVENANTS FOR**  
**COTTAGES ON THE GREENE,**  
**A PLANNED UNIT DEVELOPMENT**

This Third Amendment to the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development (this "Third 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 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 ("First Amendment").

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 Declaration was amended by the Second Amendment to Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development, February 20, 2020, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on April 6, 2020, as Instrument 1821521 (the "Second Amendment").

I. Exhibit "A" to the Declaration was amended by the Second Amendment to Exhibit "A" of the Declaration of Protective Covenants for Cottages on the Greene, a Planned Unit Development, dated August 24, 2020, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on September 30, 2020, as Instrument 18605637.

J. 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 10. Article IV, Section 10, of the Declaration is hereby amended as follows:

10. VEHICLES. Parking vehicles on the grass of the Common Areas in the Planned Unit Development is prohibited.

Any vehicle weighing one (1) ton or more shall not be parked or stored on any Lot or on any street or parking area in the Planned Unit Development.

The immobilization of any vehicle for repairing or overhauling at a resident's site or on any street within the Planned Unit Development is hereby prohibited, except for those repairs performed within a Lot Owner's garage.

2. Amendment of Article VI. Article IV of the Declaration is hereby amended to add the following sections:

20. **HOLIDAY/FESTIVAL DECORATIONS.** All holiday/festival decorations can be displayed up to thirty (30) days prior to the date of the holiday or festival and shall be removed no later than thirty (30) days after the date of the holiday or festival.

21. **POLITICAL FLAGS & SIGNAGE.** Political flags, banners and signs are may be erected thirty (30) days prior to the date of the election and shall be removed no later than fourteen (14) days after the date of the election; provided, however, that if there is a runoff election the flags, banners and/or signs shall be removed no later than (14) days after the date of the runoff election.

22. **A.R.B. APPROVALS.** Construction of any improvement on a Lot shall begin no later than ninety (90) days after receiving notice of approval from the A.R.B. or the applicant shall submit a new request to the A.R.B.

3. **Manner of Adoption.** This Third Amendment is made in accordance with Article X, Section 2.b., of the Declaration. The Association's annual meeting was held on the \_\_\_\_ day of \_\_\_\_\_, 2021, in accordance with Article V, Section 5.01, of the Bylaws. Consideration of the adoption of the amendment to the Declaration described in Paragraphs 1 and 2 above (the "Amendments") were 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 Amendments, which meets the voting required by Article X, Section 2.b., of the Declaration. Thus, the Amendments were 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.

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

5. **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, the First Amendment, the Second Amendment and this Third 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 all subsequent amendments.

**[Signatures appear on the following page.]**

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 Connie Robertson, its Secretary on this the 16th day of Sept, 2021

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

By: JOHNNY INZER

Its: President

Attest:

By: Connie Robertson

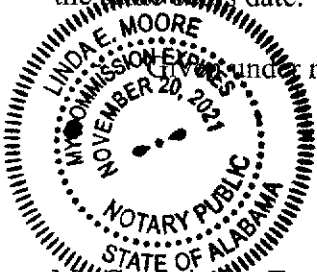
Its: Secretary

STATE OF ALABAMA )

COUNTY OF BALDWIN )

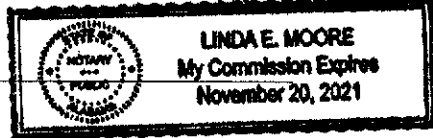
I, Linda E Moore, the undersigned Notary Public in for said County in said State, hereby certify that Connie Robertson John Inzer whose name as President of Cottages on the Greene Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument and who is known 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 the same bears date.

and by my hand and seal this the 16th day of Sept, 2021.



Linda E Moore  
NOTARY PUBLIC

My Commission Expires:

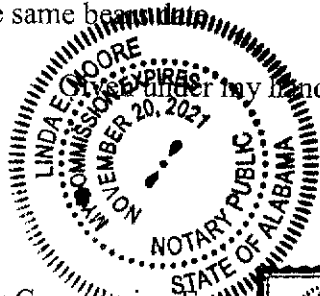


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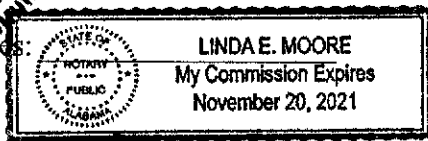
I, Linda E Moore, the undersigned Notary Public in for said County in said State, hereby certify that Connie Robertson, whose name as Secretary of Cottages on the Greene Property Owners Association, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument and who is known to me, 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 became



\_\_\_\_\_ and seal this the 16th day of Sept, 2021.

Linda E Moore  
NOTARY PUBLIC

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

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