

Marshall County, Alabama
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 -----AMENDMENT-----
 FIRST PAG 3.00 ADDITIONA 12.00
 INDEX FEE 1.00 PROBATE F 5.00
 Total Fees ----- 21.00
 Tim Mitchell Judge of Probate

STATE OF ALABAMA

MARSHALL COUNTY

15.00
 1.00
 5.00

 21.00

**SECOND AMENDMENT
 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 THE RESERVE AT LAKE GUNTERSVILLE SUBDIVISION
 (PHASE II)**

THIS SECOND AMENDMENT, made on this the 6th day of October, 2017, by P Lawler Enterprises, LLC, a Texas limited liability company, by virtue of conversion, pursuant to Texas Law, from P Lawler Enterprises, Ltd, a Texas limited partnership, hereinafter referred to as "Declarant") for the purposes as enumerated hereinafter;

WHEREAS, Declarant filed a certain Declaration of Covenants, Conditions and Restrictions of The Reserve at Lake Guntersville Subdivision dated the 8th day of September, 2016, and recorded the 13th day of September, 2016, as Instrument #3148982, at Book 5754, Page 127, in said Probate Office, hereinafter Declaration, which Declarations were amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions of The Reserve at Lake Guntersville Subdivision by and between the Declarant and Jerome S. Gabig, Jr. and Suzanne Gabig and recorded the 14th day of October, 2016, as Instrument #3150355, at Book 5768, Page 206, in said Probate Office, hereinafter Amendment to Declaration. The Declaration and the Amendment to Declaration will hereinafter jointly be referred to as Declarations as Amended.

AND WHEREAS, Declarations as Amended govern Phase I of The Reserve at Lake Guntersville Subdivision as more completely described on that certain subdivision plat recorded the 2nd day of September, 2016, in Plat Book 8, at Page 362 and 362A, all in the Probate Office of Marshall County, Alabama, which property described thereon is hereinafter referred to as Phase I of The Reserve at Lake Guntersville Subdivision and are sometimes referred to as Phase I.

AND WHEREAS, in addition to the Declarations as Amended, Declarant has formed a homeowners association for the administration of the common elements and enforcement of the Declarations as Amended, hereinafter Association, which Association is evidenced by that certain Articles of Incorporation and ByLaws of The Reserve at Lake Guntersville Homeowners Association, Inc., an Alabama nonprofit corporation, which Articles and ByLaws were recorded the 13th day of September, 2016, as Instrument #3148979, in Book 5754, Page 97, in the Probate Office of Marshall County, Alabama.

AND WHEREAS, it was contemplated by Declarant at the development of Phase I and the formation of the Association that certain additional phase or phases, referred therein as Lewis Mountain tract, and more particularly described in said Articles, shall be added to the subdivision and subject the Phase II property to this Declaration.

AND WHEREAS, Declarant has developed Phase II of The Reserve at Lake Guntersville Subdivision as evidenced by recordation of that certain approved subdivision plat on the 5th day of October, 2017, in Plat Book 8, Page 374, in the Probate Office of Marshall County, Alabama, and hereinafter referred to as Phase II Subdivision Plat or sometimes referred to as Phase II Subdivision Map, hereinafter referred to as Phase II.

AND WHEREAS, it is the intent of the Declarant that Phase I and Phase II will be administered by the Association, subject to Declarant's right to issue variances as enumerated hereinafter.

AND WHEREAS, Phase II differs from Phase I in terms of lake proximity, elevation, and site contours, and such dictates amendment of certain of the Covenants, Conditions and Restrictions contained in the Declaration as Amended.

AND WHEREAS, in recognition of the differences between Phase I and Phase II, and the need for flexibility relating to the location and sizing of houses, and the recognition of the need to make adjustments to these lots to ensure a harmonious development and a maximization of views, the Declarant requires flexibility in the development of Phase II and, accordingly, reserves the right to issue variances as enumerated hereinafter.

AND WHEREAS, Declarant intends to record this Second Amendment and impose onto Phase II the covenants as amended subject to certain changes relating solely to Phase II.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares that all of the properties contained in Phase II shall be held, sold and conveyed subject to the Declaration as Amended and further subject to this Second Amendment of Declaration and which are for the purpose of protecting the value and desirability of, and which shall run with the land comprising Phase II and be binding on all parties having any right, title, or interest in the properties contained in Phase II or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each lot owner.

1. All of the covenants, declarations and restrictions of the Declaration as Amended are hereby imposed on Phase II of The Reserve at Lake Guntersville Subdivision except for the following modifications which changes shall apply *solely* to Phase II and no covenant, declaration, or restriction on Phase I shall be amended.
2. All lot owners in Phase II shall become members in the Association and shall have equal voting rights with Phase I lot owners in and to the administration and management of the Association. This paragraph relates solely to voting rights and rights to serve various HOA positions; it does not relate to the assessing of homeowners dues, which will vary pursuant to the rules of the Association.
3. The following changes to the Covenants, as amended, shall apply solely to Phase II as follows:
 - (a) Article III, Section 1, paragraph c.1.b shall not apply to Phase II lot owners. This is to say that the Architectural Committee, in its deliberations, will consider paragraph a, paragraph c, and paragraph d in its deliberations, but will not consider paragraph b in its deliberations.

Accordingly, the Architectural Committee will not consider as a factor in its deliberations that the exterior grade of the dwelling is such that said finished area is located substantially above ground level.

(b) Article III, Section 1, paragraph c.1 is hereby amended to provide that all Phase II lots shall provide that no residence shall be erected upon Phase II or allowed to occupy any lot on Phase II unless the area of the heated main structure, exclusive of open porches, screen porches, basements, garages, attached garages, and decks is not less than 1,700 square feet. Nothing herein changes the square footage requirement for Phase I as the same shall remain at 2,700 square feet.

(c) Article III, Section 1, paragraph c.10 shall not apply to Phase II lot owners and Phase II lot owners may secure approval of architectural plans and drawings accordingly. Further, all provisions contained in Article III, Section 1, paragraph c.10 shall not apply to Phase II lot owners.

(d) Article III, Section 1, paragraph c.12, relating to tree removal, shall not apply to Phase II lot owners. This is to say that in Phase II, a lot owner may remove any tree located on the lot without any approval from the Architectural Committee.

(e) Article III, Section 1, paragraph c.19, is hereby amended to provide that all boats, trailers, campers, motor homes, and like vehicles and all unlicensed vehicles must be parked so that they are not visible from any street and, in addition, must be parked where they are not visible from the waters of Gunterville Lake.

(f) The following building restrictions shall apply solely as to Phase II, as follows:

- i. Residential structures without walkout basement shall not exceed one (1) story.
- ii. Residential structures with walkout basement shall not exceed two (2) stories, the first story of which will be the walkout basement.
- iii. Basement plate line must start at the highest elevation of the residential structure on the lot, as shown on exhibit A attached hereto and incorporated herein.
- iv. Basement plate line height not to exceed 12 feet as shown on exhibit A attached hereto.
- v. Main floor plate line not to exceed 12 feet as shown on exhibit A attached hereto.
- vi. Roof pitch on all structures shall not exceed 8 in 12 pitch.
- vii. All fencing in Phase II will be wrought iron or other similar decorative metal with a minimal height of five (5) feet and a maximum height of eight (8) feet.

- viii. All mailboxes will be located and constructed along and pursuant to the rules of the United States Post Office and, further, each mailbox shall be contained in a masonry structure, 2' x 2' square, which masonry structure shall be composed of either brick or rock, which will be consistent with and in harmony with any masonry product utilized in the construction of the residential structure to which the mailbox services.
- ix. All lot owners in PHASE II shall include, with the construction of any residential structure thereon, an irrigation system providing adequate water irrigation to the yards and landscaping. The plans and specifications of proposed residence construction submitted to the Architectural Control Committee shall include a diagram of the design and layout of the irrigation system. Further, all irrigation systems shall be operated by the lot owners in such manner, and at such times, as to ensure the health and beauty of yard and landscaping.

(g) The above Phase II building restrictions contained in paragraph 3(f)i through vi may be waived by the Architectural Committee with respect to any given lot for the benefit of such lot if, in the opinion of the Architectural Committee, such waiver will not negatively impact the character of the subdivision and, further, provided that the Architectural Committee shall set forth, in writing, its unanimous determination that such waiver is consistent with the objectives of the Declaration as Amended, this Second Amendment, and is not detrimental to any lot or to any of the common areas or limited common areas.

4. It is contemplated that the Declaration as Amended and this Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Reserve at Lake Guntersville Subdivision shall be further amended as Declarant incorporates further phases from the Lewis Mountain tract as the same is defined in the Articles.

5. Certain Phase I, Phase II, and any subsequent phases lot owners, hereinafter RESERVE LOT OWNER, may be acquiring, in addition to said lot, the right to maintain and possess a boat slip in and to water use facilities erected by Declarant. All slips in said water use facilities shall be individually metered and any RESERVE LOT OWNER which acquires said slip, whether such acquisition was directly from the Developer or from subsequent RESERVE LOT OWNER, will be responsible for paying electrical uses thereof and further, through homeowners association dues, will be responsible for their share of the cost and maintenance of the water use facilities.

6. Notwithstanding anything to the contrary, Declarant does hereby reserve the absolute right to issue variances to lot owners in Phase II, allowing said lot owners to vary from the requirements imposed on Phase II by this Amendment, including, but not limited to, the requirements of paragraph 3(f)i-viii, which right shall run in favor of Declarant for a period of thirty-six (36) months commencing with the date of recordation of the Phase II Subdivision Plat with the Office of the Judge of Probate of Marshall County, Alabama. This is to say that Declarant shall have the right to issue written variances to lot owners allowing lot owners to erect structures on Phase II that are not in full compliance with these covenants.

IN WITNESS WHEREOF, P Lawler Enterprises, LLC, a Texas limited liability company, the owner of all of the Phase II property accepted into this Second Amendment has caused its name to be signed and its corporate seal to be affixed on this ____ day of October, 2017.

P LAWLER ENTERPRISES, LLC,
a Texas limited liability company


By: Patrick E. Lawler
As its Sole Managing Member

STATE OF TEXAS

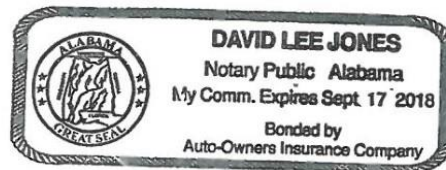
ACKNOWLEDGEMENT

DALLAS COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that PATRICK E. LAWLER, as Sole Managing Member of P Lawler Enterprises, LLC, a Texas limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation. GIVEN under my hand and seal on this the ____ day of October, 2017.


NOTARY PUBLIC

My Commission Expires: _____



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