

STATE OF ALABAMA)
COUNTY OF BALDWIN)

BALDWIN COUNTY, ALABAMA
TIM RUSSELL, PROBATE JUDGE
Filed/cert. 6/ 6/2011 2:32 PM
TOTAL \$ 18.00
4 Pages

1289283



**SECOND AMENDMENT TO THE DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS
APPLICABLE TO STONE GATE ESTATES SUBDIVISION**

WHEREAS, that certain Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Stone Gate Estates Subdivision, was executed April 28, 2006 and recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama on December 5, 2006, as Instrument Number 1017944; and

WHEREAS, said Declaration was amended on or about December 12, 2006 by said First Amendment to the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Stone Gate Estates Subdivision, and recorded in the records in the Office of the Judge of Probate of Baldwin County, Alabama on December 15, 2006, as Instrument Number 1019931; and

WHEREAS, the Members of The Property Owners' Association of Stone Gate Estates, Inc. do hereby desire to revise and amendment said documents by virtue of the affirmative vote of two-thirds (2/3) of the total number of votes which may be voted by all of the Members at the properly called and noticed meeting of said Association on the 26th day of February, 2011.

THEREFORE, BE IT RESOLVED, that the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Stone Gate Estates Subdivision, are hereby amended as follows:

Article III, Subparagraph 3.30 is hereby added to read as follows:

Section 3.30 Basketball Goals. Basketball Goals of any type, whether permanent or portable are prohibited. Owners and their guests may play basketball at the basketball goals provided at the tennis courts.

Article III, Subparagraph 3.31 is hereby added to read as follows:

Section 3.31 Commercial Construction on Sundays. Commercial construction, including, but not limited to, additions/improvements/repairs, unless expressly waived by the ARC, is strictly prohibited.

Article VI, Subparagraph 6.07 is added to read as follows:

Section 6.07 Garages. Side-entry garages are the preferred design for Stone Gate Estates Subdivision, however, front-entry garages will be allowed as long as the owner makes every effort to limit "open door" exposure, including, but not limited to, limiting "open door" applications as much as reasonably possible and at all times overnight and in the absence of occupation by a owner and/or guest at the home. Leaving the garage in an "open door" setting for protracted lengths of time is a fineable offense by the ARC and may be instituted without notice after a first warning by the ARC is ignored. A fine may be up to \$100.00 per occurrence and/or per day to discourage this behavior.

Article VI, Subparagraph 6.08 is hereby added to read as follows:

Section 6.08 Irrigation Systems. All developed lots in Stone Gate Estates Subdivision shall have underground irrigation systems installed at the time of original construction. Above-ground and portable irrigation and garden hose lawn sprinkler systems are prohibited.

Article XV, Subparagraph 15.13 is hereby added to read as follows:

Section 15.13 Enforcement of Rules. The Board of Directors, its Directors and/or Agents are hereby authorized to enforce the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Stone Gate Estates Subdivision. In addition, the Board of Directors is hereby authorized to promulgate Rules and Regulations, within their sole discretion, necessary to further the means and intent of this document. The Board of Directors, its Directors and/or Agents are hereby charged and authorized to enforce the aforementioned Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Stone Gate Estates Subdivision and to take whatever steps that are necessary to bring about compliance, including, but not limited to, the instituting of fines against the offending property owner(s), as well as to file liens against the property of the offending owner(s), and, if necessary, to file suit at law or in equity in order to effect compliance by the property owners at Stone Gate Estates Subdivision.

In order to accomplish these goals, and before fines may be assessed, any owner in violation of a covenant, will receive written notice from the Board of Directors, via posting on the door of the residence, or sending written notice via U.S. First-Class Mail, postage pre-paid, to the address of said offending owner(s) listed on the records of the Association. By posting said notice on the door of the residence, or sending written notice via U.S. First-Class Mail, postage pre-paid, it will be affirmatively construed that service was had upon said offending owner within forty-eight (48) hours of said mailing, or within twenty-four (24) hours of posting said notice on the door of said residence. Upon service by the Association being had on the offending property owner, said owner will have seventy-two (72) hours to correct the violation(s). Said fines, to be determined in the sole discretion of the Board of Directors, will be up to Twenty Dollars (\$20.00) per day for "minor" violations and up to


\$100.00 per day, for "major" violations. It will be up to the sole discretion to the Board as to what constitutes a "minor" or "major" violation. The Board may, from time to time, publish a list of "minor" and "major" violations which may be supplemented or amended at any time at the sole discretion of the Board of Directors. Said fines, once imposed, will constitute a lien upon the property of the offending property owner which may be enforced and collected upon as previously stated above. Although the fines instituted by the Board of Directors are chargeable and collectable immediately, any property owner desiring to appeal may ask for a meeting with the Board of Directors by sending written notification within fourteen (14) days, after which the Board will determine a time and place to meet with offending property owner. At said meeting, the Board will listen to the property owner's appeal and vote whether or not to uphold the fine or grant a variance in the matter. The decision of the Board will be the final disposition of this matter within the framework of the Association.

THE UNDERSIGNED, hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of The Property Owners' Association of Stone Gate Estates, Inc., an Alabama Nonprofit Corporation, duly formed pursuant to the Laws of the State of Alabama and that the foregoing is a true record of an Amendment duly adopted by at least two-thirds (2/3) of the votes of the Association in accordance with state law and the Declaration and By-Laws of the above named Corporation and that said Amendment is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of The Property Owners' Association of Stone Gate Estates, Inc. on this the 27th day of May, 2011.

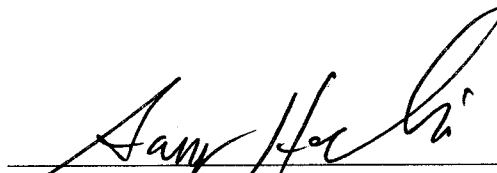
A True Record.

THE PROPERTY OWNERS'
ASSOCIATION OF STONE GATE
ESTATES, INC.
An Alabama Nonprofit Corporation



PAULA IRWIN, SECRETARY

Attest:



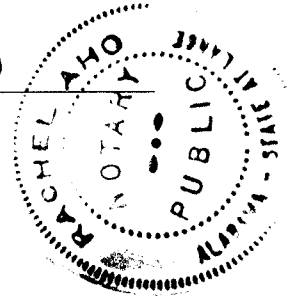
GARY HOLLIS, PRESIDENT

STATE OF Alabama)
COUNTY OF Baldwin)

I, a Notary Public, in and for said County in said State, hereby certify that Paula Irwin, whose name as Secretary of The Property Owners' Association of Stone Gate Estates, 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 document, she, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 27th day of May, 2011.

Rachel Aho
Notary Public



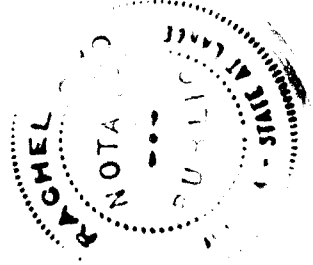
My Commission Expires: 2/22/14

STATE OF Alabama)
COUNTY OF Baldwin)

I, a Notary Public, in and for said County in said State, hereby certify that Gary Hollis, whose name as President of The Property Owners' Association of Stone Gate Estates, 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 document, he/she, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 3rd day of June, 2011.

Rachel Aho
Notary Public



My Commission Expires: 2/22/14

This Instrument Prepared By:
Daniel H. Craven, P.C.
Attorney at Law
Post Office Drawer 4489
Gulf Shores, AL 36547
(251) 968-8170
dhclaw@gulftel.com