

**SECOND AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS, CHARGES, RIGHTS AND LIENS
OF
THE OAKS AT RIVERCHASE**

STATE OF ALABAMA)

COUNTY OF SHELBY)

THIS SECOND AMENDMENT to the Declaration of Protective Covenants, Easements, Charges, Rights and Liens of The Oaks at Riverchase (“Second Amendment”) is made this the 5th day of December, 2019 by The Oaks Townhouse Association, Inc., a not-for-profit Alabama corporation (the “Association”) for the purpose of amending the Declaration of Protective Covenants, Easements, Rights and Liens as filed in the Office of the Judge of Probate of Shelby County, Alabama in Book 122, Pages 184-196 (the “Declaration”) and amended by that certain The Oaks at Riverchase Amendment to Declaration of Protective Covenants, Easements, Charges, Rights and Liens as filed in the Office of the Judge of Probate of Shelby County, Alabama at Instrument 20021223000639550 (the “First Amendment” and together with the Declaration and Second Amendment, the “Covenants”).

WITNESSETH:

WHEREAS, the Covenants were filed for the purpose of establishing a plan of townhomes and common areas for certain real property situated in Shelby County, Alabama known as The Oaks at Riverchase (the “Property”);

WHEREAS, the Property consist of lots on which single-family townhouse units (the “Dwellings”) were constructed (hereinafter, such lots being referred to as “Lots”);

WHEREAS, the Association pursuant to Paragraph 15 and Paragraph 16 of the First Amendment desires to amend and restate the Covenants to reflect the approval of this Second Amendment for the purpose of establishing procedures and approval of leasing and/or rental of any single-family townhome units for The Oaks at Riverchase and remedies for enforcement of the Covenants; and


NOW THEREFORE, upon the recording hereof, the Association, with the approval of the owners of the Lots and the certification of the President of the Association as having been duly adopted, does hereby amend the Covenants to include the following covenants titled as follows:

23. Leasing and Rental of Dwellings.

23.1 Lease Agreement. Any proposed agreement for the leasing or rental of any Dwelling (“Lease Agreement”) must be approved in writing by the Board of Directors of the Association and shall require a minimum lease term of one (1) year unless approved otherwise by the Board of Directors of the Association. Further, a copy of the executed Lease Agreement must be delivered to the Board of Directors of the Association.

23.2 No Rental of Partial Dwelling. The leasing and/or rental of any Dwelling shall be for the entire Dwelling. The leasing/rental of only a portion of a Dwelling is not permitted.

23.3 No Sub-leasing. Sub-leasing and/or Sub-rental of any Dwelling is not permitted.


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23.4 Owner Must Provide Tenant with Covenants and Guidelines. The owner of any Dwelling must provide the occupant/renter/lessee, as applicable, with a copy of the First and Second Amendments of the Covenants and the Architectural Guidelines for The Oaks at Riverchase.

23.5 Purpose to Establish Procedures and Approval of Rentals. The provisions of the Covenants shall be liberally construed to effectuate its purpose of establishing procedures and approval of leasing and/or rental of the single-family townhome units.

24. Remedies. The Covenants shall be enforceable against any person or persons violating or attempting to violate any covenant or provision set forth in the Covenants. Further, in the event any owner or occupant/renter/lessee/invitee of any Dwelling violates any of the provisions of the Covenants, Bylaws or any rules and regulations adopted by the Board of the Association from time to time, the Board shall have the power to (i) impose reasonable monetary fines, including attorney fees, court costs, and expenses incurred by the Association or Board, which shall constitute an equitable charge and continuing lien on the Lot and Dwelling and shall be a personal obligation of such owner and (ii) suspend an owner's right to vote in the Association and the Board shall have the power to impose all or any combination of any of the foregoing sanctions.

This Second Amendment has been executed by the undersigned and filed in the Office of the Judge of Probate of Shelby County, Alabama for the purpose as stated above. Except for the aforesaid, the terms and conditions of the Covenants shall continue to be in full force and effect without any other changes whatsoever.

Capitalized terms as used herein shall have the same meaning as they are defined in the Covenants, unless the context clearly indicates a different meaning thereof.

IN WITNESS WHEREOF, the undersigned Association has hereunto caused this Second Amendment to be executed by its authorized officers on the day and year first above written.

**THE OAKS TOWNHOUSE ASSOCIATION, INC.,
An Alabama Non-Profit Corporation**

By: Richard K. McFalls
Print Name: Richard K. McFalls
Its: **PRESIDENT**

By: Lynda M. Juneau
Print Name: Lynda M. Juneau
Its: **SECRETARY**

