

STATE OF ALABAMA

MARSHALL COUNTY

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Marshall County, Alabama			
2018 August - 9 3:09PM			
Inst	Book	Page	Pages
3178274	6051	146	7
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FIRST PAG	3.00	ADDITIONA	18.00
INDEX FEE	1.00	PROBATE F	5.00
Total Fees	-----		27.00
Tim Mitchell Judge of Probate			

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

THIS THIRD AMENDMENT, made on this the 9th day of August, 2018, 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. And which Declarations were further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Reserve at Lake Guntersville Subdivision (Phase II) by instrument dated and recorded the 6th day of October, 2017, in Book 5922, at Page 246, Instrument #3165431. The Declaration, the Amendment to Declaration, and the Second 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, the Declarations as amended govern Phase II of The Reserve at Lake Guntersville Subdivision as more completely described in that certain subdivision plat recorded the 6th day of October, 2017, in Book 5922, at Page 246, as Instrument #3165431, in the Probate Office of Marshall County, Alabama, which property described therein is hereinafter referred to as Phase II of The Reserve at Lake Guntersville Subdivision, and is sometimes referred to as Phase 2.

AND WHEREAS, this Third Amendment to the Declaration of Covenants, Conditions and Restrictions of The Reserve at Lake Guntersville Subdivision shall govern and incorporate Phase III of The Reserve at Lake Guntersville Subdivision as more completely described in that certain subdivision plat

recorded the 3rd day of August, 2018, in Plat Book 8, at Page 384, Instrument #3178037, all in the Probate Office of Marshall County, Alabama, which property described therein is hereinafter referred to as Phase III of The Reserve at Lake Guntersville Subdivision, and is sometimes referred to as Phase 3.

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. The Articles of Incorporation and ByLaws of The Reserve at Lake Guntersville Homeowners Association, Inc., an Alabama non-profit corporation, have been amended for the purpose of incorporating Phase II by that certain Amendment dated the 11th day of October, 2017, and recorded in Book 5924, at Page 17, Instrument #3165593, all in the Probate Office of Marshall County, Alabama.

AND WHEREAS, the Articles of Incorporation and ByLaws of The Reserve at Lake Guntersville Homeowners Association, Inc., an Alabama non-profit corporation, have been amended for the purpose of incorporating Phase III by that certain Amendment dated the 9th day of August, 2018, and recorded in Book 6051, at Page 141, Instrument # 3178273, all in the Probate Office of Marshall County, Alabama.

AND WHEREAS, it was contemplated by Declarant at the development of Phase I, and the development of Phase II, and the formation of the Lake Guntersville Homeowners Association, Inc. that certain additional phase or phases, referred to therein as Lewis Mountain shall be added to the subdivision and subject the Phase III property to this Declaration.

AND WHEREAS, it is the intent of the Declarant that Phase I, Phase II, and Phase III will be administered by The Reserve at Lake Guntersville Homeowners Association, Inc., subject to Declarant's right to issue variances as enumerated hereinafter.

AND WHEREAS, Phase III differs from Phase I and Phase II 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, Phase II, and Phase III, 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 III and, accordingly, reserves the right to issue variances as enumerated hereinafter.

AND WHEREAS, Declarant intends to record this Third Amendment and impose upon Phase III the covenants as amended and this Third Amendment to Declaration of Covenants, Conditions and Restrictions of The Reserve at Lake Guntersville Subdivision.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares that all of the properties contained in Phase III shall be held, sold and conveyed subject to the Declaration as Amended

and further subject to this Third 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 III and will be binding on all parties having any right, title, or interest in the properties contained in Phase III 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 III of The Reserve at Lake Guntersville Subdivision except for the following modifications which changes shall apply *solely* to Phase II and Phase III and no covenant, declaration, or restriction on Phase I shall be amended.
2. All lot owners in Phase III shall become members in The Reserve at Lake Guntersville Homeowners Association, Inc. and shall have equal voting rights with Phase I and Phase II 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 previous Amendment incorporating Phase II in the subdivision contained certain changes in the covenants from those covenants governing Phase I. It is the intent herein that Phase III shall contain the same amendments from Phase I covenants as Phase II received, and that the covenants imposed on Phase II that differ from Phase I shall apply to Phase III and are being restated in paragraph 3 hereinafter. The following changes to the Covenants, as amended, shall apply to Phase III as follows:
 - (a) Article III, Section 1, paragraph c.1.b shall not apply to Phase III 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 III lots shall provide that no residence shall be erected upon Phase III or allowed to occupy any lot on Phase III 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 III lot owners and Phase III 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 III lot owners.
 - (d) Article III, Section 1, paragraph c.12, relating to tree removal, shall not apply to Phase III lot owners. This is to say that in Phase III, 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 Gunter'sville Lake.

(f) The following building restrictions shall apply as to Phase III, 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. It has come to the attention to the Declarant that exhibit A was not attached to the Second Amendment referred to hereinabove and the exhibit A attached hereto is the same exhibit A to have been attached to the aforesaid Second Amendment, and the Second Amendment is hereby modified to incorporate said exhibit as if more fully attached to said Amendment.
- 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 III 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 III 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 III 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 Third Amendment, and is not detrimental to any lot or to any of the common areas or limited common areas.

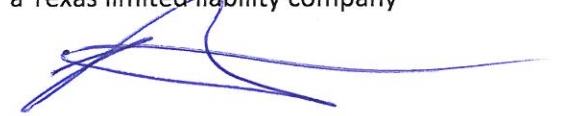
4. It is contemplated that the Declaration as Amended and this Third Amendment to Declaration of Covenants, Conditions and Restrictions of The Reserve at Lake Guntersville Subdivision shall be further amended as Declarant incorporates further phases from the Lewis Mountain tract as the same is defined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

5. Certain Phase II, Phase III, 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 solely responsible for paying electrical expenses 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 III, allowing said lot owners to vary from the requirements imposed on Phase III 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 III 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 III 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 III property accepted into this Second Amendment has caused its name to be signed and its corporate seal to be affixed on this 9th day of August, 2018.

P LAWLER ENTERPRISES, LLC,
a Texas limited liability company



By: Patrick E. Lawler
As its Sole Managing Member

STATE OF ALABAMA

ACKNOWLEDGEMENT

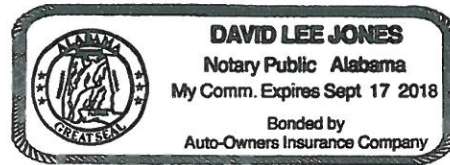
MARSHALL COUNTY

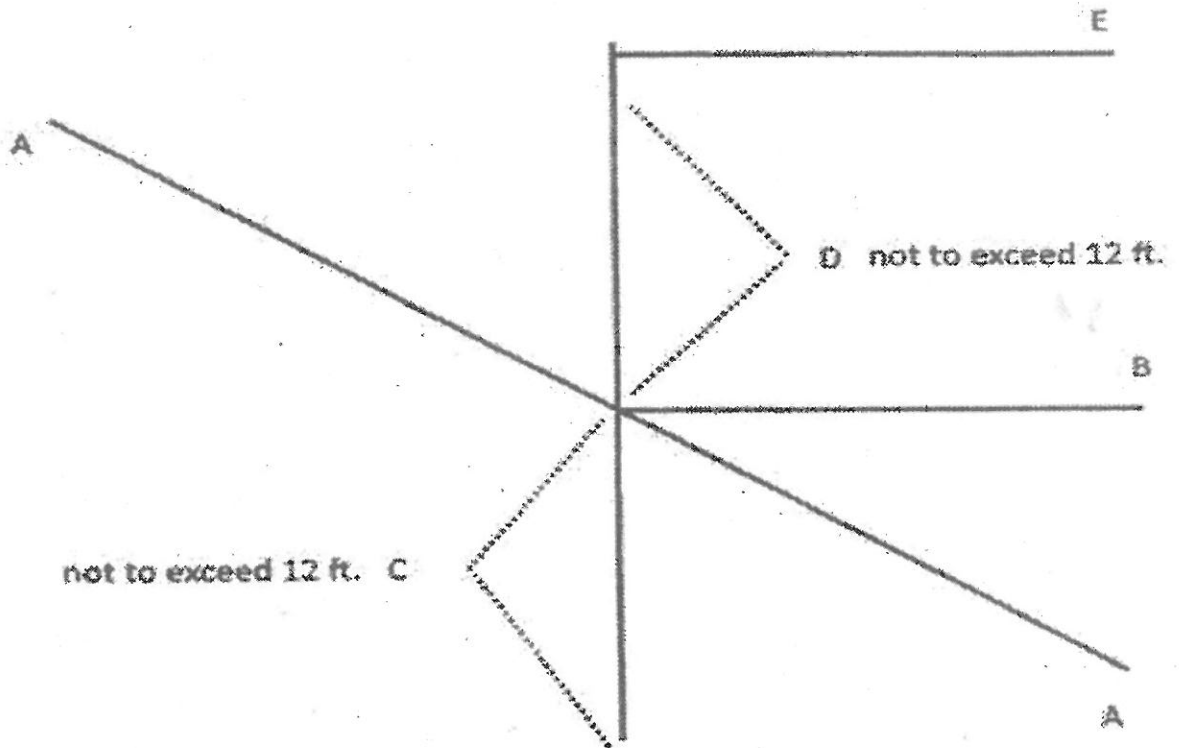
I, the undersigned, a Notary Public in and for said County and State, hereby certify that PATRICK E. LAWLER, as Sole Managing Member of P Lawler Enterprises, LLC, a Texas limited liability company, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed 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 9th day of August, 2018.

NOTARY PUBLIC

My Commission Expires: _____

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Legend:

- A) Lot Slope
- B) Basement plate line
- C) Basement plate line height
- D) Main floor plate line height
- E) Main floor plate line