

STATE OF ALABAMA
COUNTY OF MADISON

Deed Book 2024 Page 4093
Madison County, Alabama
Frank Barger, PROBATE JUDGE
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**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS
FOR
OVERLAND COVE SUBDIVISION
A TOWNHOME & GARDEN HOME COMMUNITY**

THIS AMENDMENT the (“Amendment”) to the Declaration of Protective Covenants for Overland Cove Subdivision, a Townhome & Garden Home Community (the “Declaration”) is made on the date hereinafter set forth pursuant to Article XII § 4 of the Declaration, as recorded on June 19, 2008 at document no. 20080619000321790, in the Office of the Judge of Probate of Madison County, Alabama, and later amended as recorded on September 5, 2014, at document no. 20140905000474310, in the Office of the Judge of Probate of Madison County, Alabama.

WHEREAS, Article XII § 4 of the Declaration provides that it may be amended by a 2/3 vote of the Board of Directors (the “Board”) of Overland Cove Homeowners Association, Inc. (the “Association”).

WHEREAS, on the ^{9th} day of January, 2024, pursuant to *Ala. Code (1975) §§ 10A-3-2.04 and 2.14*, as well as Articles 3.9 and 3.15 of the Bylaws of Overland Cove Homeowners Association, Inc. (the “Bylaws”), the Board executed an Action by Unanimous Written Consent of the Board of Directors of Overland Cove Homeowners Association, Inc., authorizing the amendment of the Declaration as contemplated herein.

NOW THEREFORE, the Covenants are hereby amended as follows:

ARTICLE V

Maintenance: Conveyance of Common Property by Declarant to Association

Section 1. Association’s Maintenance Responsibility.

The fourth paragraph of this section, beginning “There shall be an individual lawn maintenance fee...” is amended in its entirety to read as follows:

“There shall be an individual lawn maintenance fee that will fund the upkeep of each individual owner(s)’ lawn and landscaping. This service shall be performed by a licensed landscape/lawn maintenance company as selected by the Association. Owner(s) shall pay the lawn maintenance fee quarterly as determined by the Association. The Association will maintain each individual owner(s)’ lawn and landscaping, but it will not replace dead landscaping, shrubs, bushes, or trees, except for trees in between the sidewalk and the curb on each Lot. Each individual owner will be responsible for the replacement of dead landscaping, shrubs, bushes, or trees.”

Section 3. Party Walls and Party Fences

The following paragraph is added to the end of this section, following the final paragraph thereof:

“Should the Board appoint an arbitrator to a party under this section, the cost of the arbitrator will be assessed to the party as a specific assessment pursuant to Article IV § 11 hereof. The cost of the third arbitrator appointed

by the two parties' arbitrators will be split between the parties in dispute, and assessed to them each equally."

ARTICLE VI
Use Restrictions and Rules

Section 3. Signs.

This section is amended in its entirety, to read as follows:

"Unless approved in writing by the Architectural Control Committee prior to the installation thereof, no sign of any kind shall be displayed to the public view on any lot except one professional sign for not more than nine (9) square feet, to be placed in a window of the Residence on the lot, advertising the property for sale. The Association shall have the right to erect reasonable and appropriate signs on any portion of the Common Area in accordance with the architectural design standards adopted by the Architectural Control Committee."

Section 4. Vehicles and Garages

The sixth paragraph of this section, beginning "Any towed vehicle..." is amended in its entirety, to read as follows:

"No towed vehicle, boat, recreational vehicle, motor home, or mobile home may be parked or stored in the Community, unless it is kept in a garage or other Board designated area. If any towed vehicle, boat, recreational vehicle, motor home, or mobile home is parked or stored anywhere in the Community except for in a garage or Board designated area, for a period longer than forty-eight (48) hours, it shall be considered a nuisance, and the Board, at its discretion, shall have the authority to remove the vehicle from the Community at the vehicle owner's expense."

Section 5. Leasing.

This section is amended in its entirety, to read as follows:

"Lots may be leased for residential purposes only. Lots may only be leased in their entirety. All leases shall have a minimum term of six (6) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, use restrictions, and Rules and Regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Association, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated therewith against the Owner and the Owner's property. In order to determine compliance with this section, any proposed lease must be approved in writing by the Association prior to execution, and an executed copy of the lease must be provided to the Association within ten (10) days of its execution. Owners may not offer or list their Residences, or any portion thereof, for short term Licensure, including, but not limited to, licensures offered through AirBnB, HomeAway, or VRBO."

Section 10.

The second sentence of this section is amended to read as follows:

"No exterior construction, addition, erection, or alteration of any nature whatsoever shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have

been submitted in writing to and approved by the Architectural Control Committee established by Declarant, or the Board, upon the termination of the rights of the Declarant to subject additional property to this Declaration as provided in Article IX § 1 hereof.”

Section 29. Landscaping

Subsection (j) of this section is amended in its entirety, to read as follows”

“Each lot owner must maintain his or her lawn in as good or better condition than its original landscaping plans. Each lot owner must obtain the prior written approval of the Architectural Control Committee before altering the landscaping on the Lot, whether by adding new landscaping elements or removing existing elements.”

IN WITNESS WHEREOF, the undersigned has executed this instrument on this the 23rd day of January, 2024.

OVERLAND COVE HOMEOWNERS ASSOCIATION, INC.

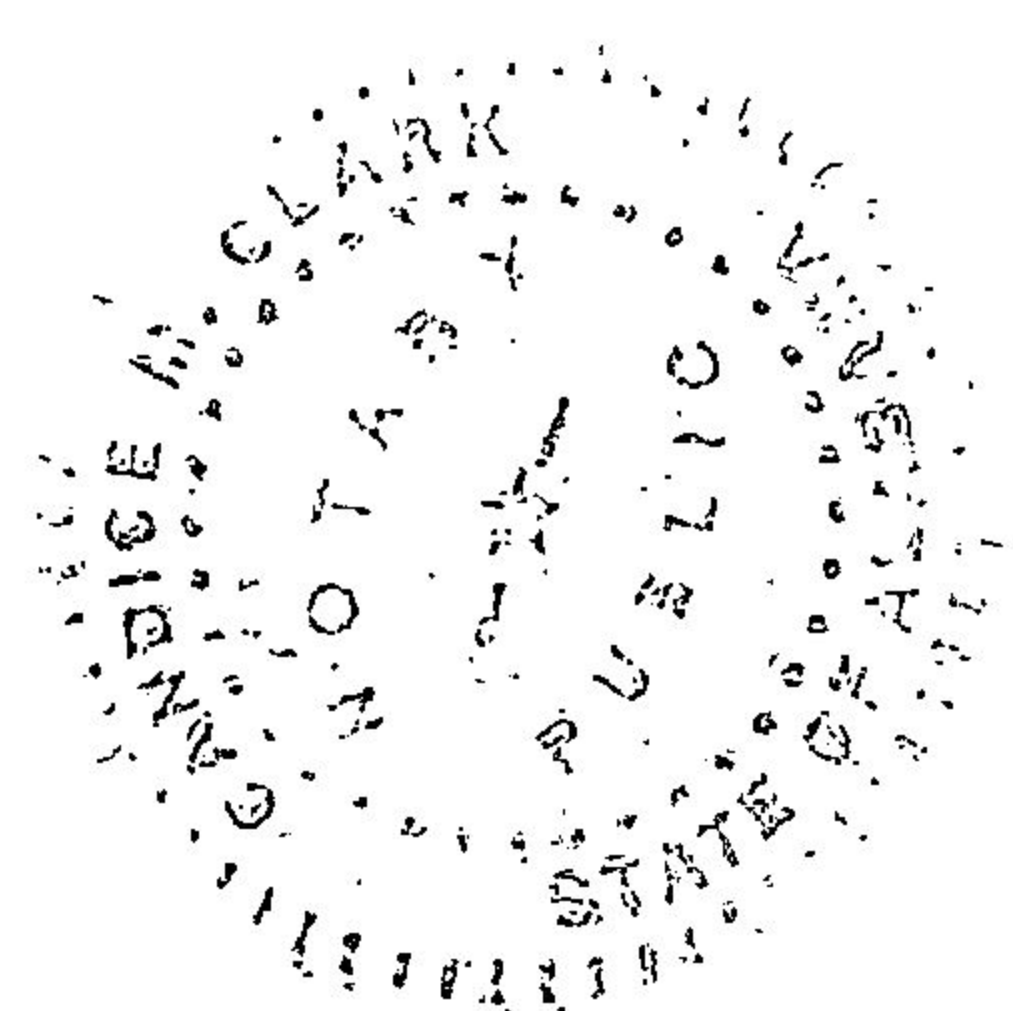
By: Jerry Vickers
Jerry Vickers
Its: President

**STATE OF ALABAMA
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Jerry Vickers, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 23rd day of January, 2024.

Candice Clark
NOTARY PUBLIC
My Commission Expires: 12/18/2024



This instrument prepared by:
Adam C. Dauro
Heard Ary & Dauro, LLC
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Huntsville, Alabama 35801