

Amendment to the Declaration of Covenants and Restrictions for The Crescent at River Oaks Subdivision

WHEREAS, a plat map was recorded on or around March 3, 2021, designating certain property located in Baldwin County, Alabama as "The Crescent at River Oaks", Instrument No. 1895430¹, together with any amendments thereto, and together with any properties brought into the The Crescent at River Oaks Homeowners Association, Inc., hereinafter the properties described in this paragraph shall be referred to herein as the "The Crescent at River Oaks residential subdivision".

WHEREAS, a declaration of covenants, restrictions, and other encumbrances was previously recorded as the "Declaration of Covenants and Restrictions for The Crescent at River Oaks Subdivision" applicable to The Crescent at River Oaks residential subdivision, as Instrument No. 1900332, together with any amendments thereto (hereinafter collectively "the Declaration");

WHEREAS, The Crescent at Rivers Oaks Homeowners Owners Association, Inc. (hereinafter "the Association") was incorporated September 30, 2021, by the recording of a Certificate of Formation with the Alabama Secretary of State, and each person or entity who is a record owner of a Lot in The Crescent at River Oaks residential subdivision is a member of the Association (hereinafter "Members" or "Owners");

WHEREAS, the Developer has transferred control of The Crescent at River Oaks residential subdivision and the Association to the Board and the Owners; and

WHEREAS, the Board of Directors and the Members approved these Amendments in accordance Article XIII of the Declaration and the President and Secretary are authorized to execute this Amendment for recording in the Office of the Judge of Probate for Baldwin County, Alabama.

NOW, THEREFORE, the Declaration is amended as follows:

I. Section 6.45 is added to Article 6 of the Declaration as follows:

§ 6.45 LEASING. All Lots shall be restricted to single-family residential use. No Lot within The Crescent at River Oaks residential subdivision may be leased or rented at any time to a Third Party except as set out herein.

- a. An Owner engaged in leasing or subleasing activities as of the date of this Amendment shall be allowed to continue leasing or subleasing activities until the current lease expiration, or the Lot is sold to a Third Party, whichever comes first.
- b. If an Owner places the Lot on the market for sale, the Owner may lease or rent the Lot during the time that the Lot is on the market for sale, provided the Owner complies with

¹ All references to instrument numbers refer to documents recorded in the Office of the Judge of Probate for Baldwin County, Alabama.

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all the terms of this Section 6.45. However, in no event shall the leasing of a Lot under this paragraph exceed eighteen (18) months.

- c. All Owners who, under paragraph 6.4(b), are allowed to lease a Lot shall submit a "Tenant Registration Form" to the Association for each tenant/lessee, in a form prepared for the Association by the Board of Directors, no less than thirty (30) days prior to executing or extending a lease. The Association may charge a reasonable review and processing fee of \$50.00, or in such other amount as the Board deems reasonable.
- d. If an Owner fails to provide the Tenant Registration Form to the Association as outlined above, the HOA may impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the Declaration and at law.
- e. Any such lease, and the rights of any tenants, are made expressly subject to the power of the Association and its governing documents. The Association may enforce the term of the governing documents directly against the Owner and shall, in the event of non-compliance, exercise all remedies provided in the governing documents against the Owner and, if applicable, the tenant or lessee.
- f. These rental/lease restriction provisions take precedence over any inconsistent language in the Articles, the Bylaws, or Rules of the Association.
- g. If an Owner fails to comply with these terms, the Association may impose reasonable monetary penalties as determined by the Board, in addition to other remedies available under the Declaration, the other governing documents, and Alabama law. All costs associated therewith shall be assessed against the Owner and the Subject Property, including any attorney's fees and court costs incurred by the Association.

No other amendment to the Declaration is intended except as set out herein.

This Amendment was approved by the affirmative vote of a majority of the Owners of the Lots in The Crescent at River Oaks residential subdivision and the Members of the Association.

Executed on the 1st day of February, ~~2024~~²⁰²⁵

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The Crescent at River Oaks Homeowners Association, Inc.

By: *Jason K...*
Its President

Attest:

By: BRANDY RICHARD
Secretary

CERTIFICATE

I, BRANDY RICHARD, as Secretary of The Crescent at River Oaks Homeowners Association, Inc., hereby certify that this Amendment to the Declaration of Covenants and Restrictions for The Crescent at River Oaks Subdivision was approved by votes of the requisite number of Members as provided in the Declaration.

By: [Signature]
As Secretary for the Association

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned Notary Public in and for said State and County, hereby certify that Brandy Lynn Richard, Secretary for the Association, whose name is signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 10 day of Feb, 2024.

Alexis Melvin
NOTARY PUBLIC, State at Large
My commission expires: 09-28-26

Prepared by:
The Crescent at River Oaks Homeowners Association, Inc.
PO Box 3062
Daphne, AL 36526

