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BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
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TOTAL \$25.00 5 Pages



STATE OF ALABAMA)

COUNTY OF BALDWIN)

FIFTH AMENDMENT
TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LIVE OAK VILLAGE

This Fifth Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Live Oak Village (this "Fifth Amendment") is made and entered into by the undersigned pursuant to the Master Declaration of Covenants, Conditions and Restrictions for Live Oak Village (the "Declaration", as more particularly defined herein).

RECITALS:

A. CHS Properties, Inc., (the "Developer") is the Developer of a certain residential development located in Foley, Alabama, known as Live Oak Village (the "Development") as more particularly described in the Declaration, which was recorded in the records of the Office of the Judge of Probate of Baldwin County, Alabama on August 16, 1999, as Instrument 506808.

B. The Declaration was amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama (Phase II, January 2003) ("First Amendment"), dated January 23, 2003, and recorded in the Records of the Office of the Judge of Probate of Baldwin County, Alabama on January 23, 2003, as Instrument 705939.

C. The Declaration was amended by the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama (Phase III, July 18, 2018) ("Second Amendment"), dated July 18, 2018, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on July 23, 2018, as Instrument 1709259.

D. The Declaration was amended by the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama ("Third Amendment"), dated December 1, 2023, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on December 18, 2023, as Instrument 2099830.

E. The Declaration was amended by the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Live Oak Village, Foley, Alabama ("Fourth Amendment"), dated February 15, 2025, and recorded in the Office of the Judge of Probate of Baldwin County, Alabama on February 25, 2025, as Instrument 2172805.

F. Section 11.2 of the Declaration, as amended by the Second Amendment, reserves the right of the Developer to amend the Declaration in the Developer's sole discretion.

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G. The Developer desires to exercise its right under the Declaration to amend the Declaration as more particularly set forth herein.

NOW, THEREFORE, premises considered, this instrument is made to amend the Declaration and all amendments thereto and is hereby made a part of the Declaration, as amended:

1. Amendment of Section 7.1 of the Declaration. Section 7.1 of the Declaration, as amended by the First Amendment, the Second Amendment and the Fourth Amendment, is hereby amended as follows:

Section 7.1. Use Restrictions. Use Restrictions shall be as provided herein and individual plats executed by Developer and recorded in the Office of the Judge of Probate of Baldwin County, Alabama. The Plat of Phase I, the Plat of Phase II and the Plat of Phase III will be for residential use only. It is contemplated that should Developer subject Additional Property to these Covenants, the plats of the Additional Property may contain, in addition to Residential Lots, Apartment Lots, Condominium Lots, Commercial Lots, and Common Areas. As to any Residential Lot, the use of any portion of a Dwelling as an office by an Owner shall not be considered a violation of this covenant provided such use does not create regular customer, client or employee traffic, and further provided any such use is in compliance with all applicable rules, regulations and ordinances of any Governmental Authority having jurisdiction thereof. The leasing or rental of a Dwelling is prohibited unless it is expressly approved by covenants adopted by a Phase Association; provided, however, that Developer shall have the perpetual right to designate from time to time any Dwellings owned by Developer, its successors and assigns, that may be leased for such periods of time as Developer may determine. Notwithstanding anything provided in this Section 7.1 to the contrary, the Property or any portion thereof, including, specifically, any Lots constituting any portion of the Property, may be used and developed by the Developer for (i) any of the uses included in the definition of Common Areas and (ii) any uses permitted under applicable zoning ordinances affecting the Property; provided, however, that if any portion of the Property is to be developed or used for any purpose other than Common Areas or single-family residential purposes (including duplexes and condominiums), then such use must be approved in writing by the DRB.

Live Oak Village, the Property, the Development and all Lots, Dwellings and Improvements in Live Oak Village, the Property and the Development are developed as a Housing Community for Older Persons in accordance with the "Housing for Older Persons Act of 1995", 42 U.S.C. § 3607(b), which is an amendment to the "Fair Housing Amendments Act of 1988", 42 U.S.C. § 3601, et seq., and, as such, shall meet all requirements to maintain its status as a Housing Community for Older Persons, which is restricts eighty percent (80%) of the occupancy to persons aged fifty-five (55) and older. Each Phase Association shall take steps to ensure that (a) at least eighty-percent (80%) of its occupied Dwellings are occupied by persons aged at least 55 years or older, (b) it publishes and adheres

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to policies and procedures (which may be adopted by the Master Association in its discretion for use by the Phase Associations) that demonstrate the intent to operate as a Housing Community for Older Persons (age 55 and older), and (c) the Phase (that portion of the Development, the Property or Live Oak Village managed by a particular Phase Association) complies with rules issued by the Secretary of Housing and Urban Development for verification of occupancy, which shall (i) provide for verification by reliable surveys and affidavits and (ii) include examples of types of policies and procedures relevant to a determination of compliance with the requirement of clause (b). The Master Association or any other Phase Association shall have the right to enforce the requirements of this provision.

Notwithstanding the prohibition against leasing or rentals set forth herein, any current Owner who is leasing his or her Dwelling shall be allowed to continue leasing his or her Dwelling so long as he or she owns the Lot, and the prohibition against leasing or rentals shall be applied to any subsequent Owner; provided, however, that all rentals shall comply with the Housing for Older Persons Act of 1995.

2. Manner of Adoption. This Fifth Amendment is made by the Developer in accordance with Section 11.2 of the Declaration, as amended.

3. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein have the meaning ascribed to such terms in the Declaration.

4. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration, the First Amendment, Second Amendment, the Third Amendment, the Fourth Amendment and this Fifth Amendment shall be read, taken and construed as one and the same instrument. Unless a provision of the Declaration is specifically deleted, it shall remain in full force and effect, as amended by any subsequent amendment. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration, as previously amended, and as further amended by this Fifth Amendment.

5. Effective Date. This Fifth Amendment shall be effective upon being recorded in the records of the Office of the Judge of Probate of Baldwin County, Alabama.

[The rest of this page is intentionally left blank. Signatures begin on the following page.]

IN WITNESS WHEREOF, CHS Properties, Inc., an Alabama corporation, has caused this instrument to be properly executed by the undersigned on this the 4th day of September, 2025.

CHS Properties, Inc.
An Alabama corporation

By: [Signature]
Doug Warren
Its: President

Attest:

By: [Signature]
Joy Solberg
Its: Secretary

STATE OF Alabama)
COUNTY OF Baldwin)

I, Joy M. Solberg, the undersigned Notary Public in for said County in said State, hereby certify that **Doug Warren**, whose name as President of **CHS Properties, Inc.**, an Alabama 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 4th day of Sept., 2025.

[Signature]
NOTARY PUBLIC

My Commission Expires:

JOY M. SOLBERG
Notary Public, Alabama State At Large
My Commission Expires: Feb. 3, 2026

[Notary acknowledgments continue on the following page.]



THE SECRETARY OF THE ARMY
WASHINGTON, D. C. 20315

TO: THE SECRETARY OF THE ARMY
FROM: THE SECRETARY OF THE ARMY

SUBJECT: [Illegible]

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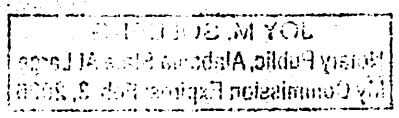
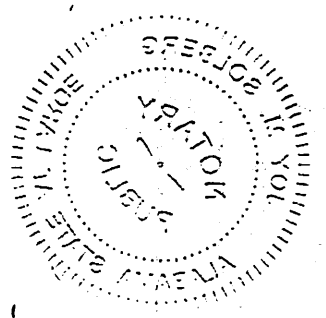
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STATE OF Alabama)

COUNTY OF Baldwin)

I, Rachel N. Knott, the undersigned Notary Public in for said County in said State, hereby certify that **Joy Solberg**, whose name as Secretary of **CHS Properties, Inc.**, an Alabama 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 the instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and seal this the 4th day of September, 2025.

Rachel N. Knott
NOTARY PUBLIC

My Commission Expires: 1-13-2029



THIS INSTRUMENT PREPARED BY:

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T: (251) 943-4000
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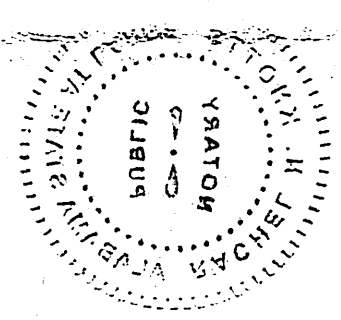
1948

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The following is a list of the names of the persons who have been appointed to the various positions in the various departments of the Government of the State of New York for the year 1947.

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The following is a list of the names of the persons who have been appointed to the various positions in the various departments of the Government of the State of New York for the year 1948.

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