

THIRD AMENDMENT

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE OAKS TOWNHOUSE COMMUNITY

THIS AMENDMENT NO. 3 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is made this 19th day of May 2026 by The Oaks Townhouse Community Homeowners Association ("Association").

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Oaks Townhouse Community was recorded in the Probate Records of Shelby County, Alabama at:

Instrument No. 20021223000639550 ("Declaration");

WHEREAS, Article 15 of the Declaration authorizes amendment upon approval of seventy percent (70%) of the voting interests of the Association;

WHEREAS, the Association contains forty-three (43) residential units;

WHEREAS, the required approval threshold is thirty-one (31) affirmative votes;

WHEREAS, the Amendment was submitted to the membership and approved by the owners as follows, voting period ending May 3, 2026.

YES: 37

NO: 2

NOT VOTING / ABSTAINING: 4

Amendment No. 3 was duly approved on May 3, 2026.

Executed this 19th day of May, 2026.

President

David Keger 5/19/2026

Secretary

NOW THEREFORE, the Declaration is amended by adding the attached provisions as **Amendment No. 3**, recorded in the Probate Records of Shelby County, Alabama at: Instrument No. 20260518000150430 ("Amendment No. 3")



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

State of Alabama)
Shelby County)

THIS THIRD AMENDMENT to the Declaration of Protective Covenants, Easements, Charges, Rights and Liens of The Oaks At Riverchase ("Third Amendment") is made this the 14th day of May, 2026, 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, Charges, 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 amended by that The Oaks at Riverchase Second Amendment to Protective Covenants, Easements, Charges, Rights and Liens as filed in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument 20191209000453520 (the "Second Amendment;" together with the Declaration, the First Amendment, the Second Amendment, and this Third 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 consists 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 Third Amendment for the purpose of establishing restrictions, procedures and approval for 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 recording hereof, the Association, with 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:

PREPARED By: DAVE Reyes
PRESIDENT HOMEOWNERS ASSN
26 The OAKS 1C.2.
HOOPER, AL 35244



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23. Leasing and Rental of Dwellings.

23.1 Purpose to Establish Guidelines, Procedures, Limitations, and Approvals of Rentals. Each Dwelling within the Property is intended for residential use and occupancy by the Owner and the Owner's immediate family. Leasing or rental of any Dwelling is discouraged and permitted only under the conditions set forth herein. The Owner shall at all times remain fully responsible for the conduct of Tenants and occupants, and 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.

23.2 Rental Cap. No more than five percent (5%) or three (3) Dwellings (whichever shall be less) of the Dwellings within the Property may be leased or rented at any given time. The Association shall maintain a list of Owners who desire to lease or rent their Dwelling. Approval to lease or rent a Dwelling shall be granted on a first-come, first-served basis, subject to compliance with all provisions herein.

23.3 Lease Agreement. Prior to entering into any agreement for the leasing or rental of any Dwelling ("Lease Agreement"), the Lease Agreement must be submitted to the Board of Directors at least five (5) business days before the signing of the Lease Agreement by either party and approved in writing by the Board of Directors of the Association. The written approval shall confirm that no leasing restrictions have been exceeded, and no lease or rental shall commence without such approval and confirmation. Further, a copy of the fully executed Lease Agreement shall be delivered to the Board of Directors of the Association before the first date of occupancy by the tenant. The number of unrelated residents occupying a leased Dwelling is limited to three (3); otherwise, no more than one (1) family consisting of a maximum of five (5) persons may occupy leased Dwellings. All leases shall provide that the Tenant and all occupants are bound by and subject to the Declarations, By-laws, Covenants, and Rules and Regulations of The Oaks and/or any other associations applicable to the Lot.

23.4 Minimum Lease Term. No residence may be leased for a term of less than twelve (12) consecutive months. Short-term rentals, vacation rentals, transient occupancy (including Airbnb, VRBO, or similar services), and month-to-month tenancies are expressly prohibited, and short-term rentals includes, but is not limited to, Short Term Rentals ("STR") as defined in the City of Hoover, Alabama, Zoning Ordinance applicable to the Property.

23.5 No Rental of Partial Dwelling. The leasing and/or rental of any Dwelling shall be for the entire Dwelling. The leasing and/or rental of only a portion of a Dwelling (including but not limited to a bedroom) is not permitted.

23.6 No Sub-Leasing. Sub-leasing, sub-letting, and/or sub-rental of any Dwelling is not permitted.

23.7 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 Covenants, the First, Second and Third Amendments of the Covenants and the Architectural Guidelines for The Oaks at Riverchase. It is the responsibility of the Owner lessor of the Dwelling to ensure



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his/her Lessee is aware of and adheres to all By-laws and Covenants of The Oaks. All communication with either The Oaks Board of Directors or its management company shall be through and with the Dwelling Owner and not the Lessee.

23.8 Prohibition on Third-Party Leasing or Management. No Owner shall engage or contract with any third-party leasing agency, property management company, or other outside entity to market, manage, or lease a Dwelling within the Property. All leasing arrangements must be made directly by the Owner of the Lot.

24. Remedies.

24.1 Lease Agreements Entered in Violation of the Covenants Are Void. Any Lease Agreement entered into in violation of the Covenants shall be deemed null and void.

24.2 Covenants Enforceable. The Covenants shall be enforceable against any person or persons, Owners, and/or occupant/renter/Lessee/invitee of any Dwelling violating or attempting to violate any Covenant or provision set forth in the Covenants.

24.3 Remedies for Violation of Covenants. In the event any Owner or occupant/renter/Lessee/invitee of any Dwelling violates any of the provisions of the Covenants, By-laws or any rules and regulations adopted by the Board of Directors of The Oaks, the Board of Directors shall have the following powers and authorities: (a) to assess the Owner of the Lot or occupant/renter/Lessee/invitee of any Dwelling that is in violation a reasonable monetary fine, which shall constitute an equitable charge and continuing lien on the Lot and Dwelling and shall be a personal obligation of such Owner, (b) recover attorney fees, court costs, and/or expenses incurred by the Association or Board of Directors in enforcing the Covenants, which shall constitute an equitable charge and continuing lien on the Lot and Dwelling and shall be a personal obligation of such Owner, and (c) suspend an Owner's right to vote on Association matters. The Board of Directors shall have the power to impose all or any combination of any of the foregoing sanctions as the Board of Directors sees fit.

This Third Amendment has been executed by the undersigned and filed in the Office of the Judge of Probate of Shelby County, Alabama, for the purpose 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 and headers 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 Third Amendment to be executed by its authorized officers on the day and year first above written.



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

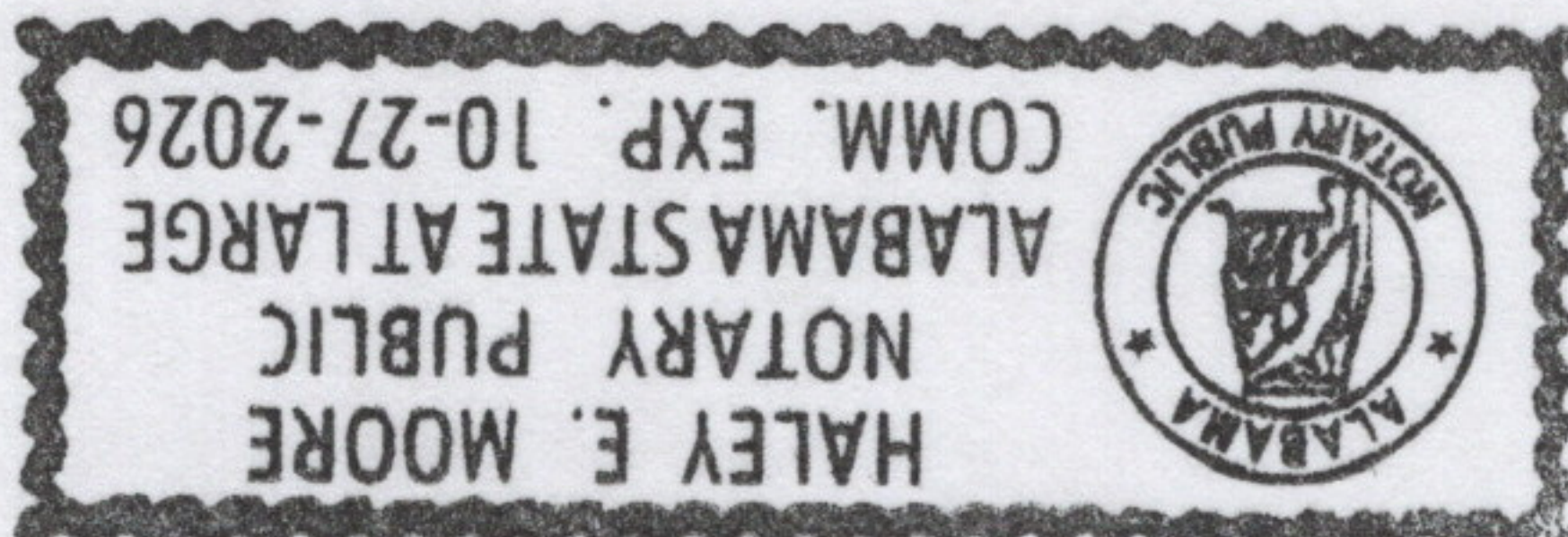
Thomas Davis Keyes
BY: Thomas DAVIS Keyes
ITS: President

State of Alabama)
Shelby County)

I, the undersigned authority, for and in said County and in said State, do hereby certify that Thomas Davis Keyes, whose name as President of The Oaks Townhouse Association, Inc., an Alabama non-profit 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the 14th day of May, ~~2025~~, 2026.

Hailey E. Moore
Notary Public

My Commission Expires: 10-27-26



State of Alabama)
Shelby County)

Ernest W. Systrom III
BY: Ernest W. Systrom III
ITS: Secretary

I, the undersigned authority, for and in said County and in said State, do hereby certify that Ernest W. Systrom III, whose name as Secretary of The Oaks Townhouse Association, Inc., an Alabama non-profit 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date. Given under my hand and official seal this the 14th day of May, 2026.

Hailey E. Moore
Notary Public

My Commission Expires: 10-27-26

