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Charles C. Woodroof
Judge of Probate
Limestone County, AL

STATE OF ALABAMA)
:
COUNTY OF LIMESTONE)

SECOND AMENDMENT TO
DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
OF NATURE'S TRAIL SUBDIVISION

THIS SECOND AMENDMENT TO DECLARATION, made this the 14th day of October, 2021, by SMART LIVING, LLC (the "**Declarant**").

WHEREAS, Declarant desires to amend the provisions of the Declaration of Protective Covenants for Nature's Trail Subdivision, as recorded in the Probate Office of Limestone County, Alabama in RLPY 2016 at Page 23007, as amended by that certain Supplementary Declaration Subjecting Additional Property to Declaration of Conditions, Covenants and Restrictions of Nature's Trail Subdivision, as recorded in the Probate Office of Limestone County, Alabama in RLPY 2018 at Page 11533, and further amended by that certain Amendment to Declaration of Conditions, Covenants and Restrictions of Nature's Trail Subdivision, as recorded in the Probate Office of Limestone County, Alabama in RLPY 2019 at Page 46061 (collectively, hereinafter called the "**Covenants**"); and

WHEREAS, pursuant to Article X, Section 10.4 of the Covenants, the Declarant may amend the provisions of the Covenants.

NOW THEREFORE, the undersigned Declarant does hereby declare that the Covenants are hereby amended as follows:

1. Section 4.2 of the Declaration is hereby deleted and replaced with the following:

"4.2 Type of Assessments. Each Owner of any Lot or Residence, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (a) General Assessments; (b) Special Assessments which are such assessments to be established and

collected as hereinafter provided in Section 4.5; and (c) Specific Assessments against any particular Residence which are established pursuant to the terms of this Declaration, including, but not limited to, those assessments established by Section 4.10, and Section 5.2, hereof and reasonable fines as may be imposed in accordance with the terms of the Declaration and Bylaws. As of the date of this Declaration, no General Assessments shall be levied against any Lot or Residence. General Assessments may be established and levied by the Board at any time after the filing of this Declaration; provided, however, that the initial General Assessments shall not be more than \$200.00 per Lot or Residence per calendar year, due on October 1 of each calendar year and payable in advance. The first year's General Assessment, if any, shall be prorated through October 1 of that calendar year."

The undersigned Declarant shall cause this Second Amendment to Declaration to be recorded in the Probate Office of Limestone County, Alabama, and this Second Amendment to Declaration shall thereupon be effective.

Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Covenants.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

