

647

DECLARATION OF PROTECTIVE COVENANTS  
OF  
PHASE III STRATFORD PLACE

STATE OF ALABAMA )  
SHELBY COUNTY )

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Stratford Place Development, Inc. (hereinafter referred to as "Developer") and Ken Lokey Homes, Inc., are the owners of certain lots and tracts of land known as PHASE III STRATFORD PLACE (herein referred to as "Subdivision") located in Shelby County, Alabama, as shown by the map and plat recorded in Map Book 13, Page 67, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Stratford Place Development, Inc. and Ken Lokey Homes, Inc. desire to subject said property and each lot to be located in said subdivision to and impose upon said lots mutually beneficial restrictions, covenants, terms, conditions and limitations (herein for convenience sometimes referred to collectively as "Restrictions") for the benefit of all the lots in said Subdivision, the future owners of said lots, and any other party as may be specified herein.

NOW, THEREFORE, Stratford Place Development, Inc. and Ken Lokey Homes, Inc. do hereby proclaim, publish and declare that all of the said lots in the said Subdivision (herein "Lot or Lots") are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions, which shall run with the land and shall be binding upon Stratford Place Development, Inc. and upon all parties having or acquiring any right, title or interest in and to the real property or any part of parts thereof subject to such Restrictions.

ARTICLE I

MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1. The Restrictions and agreements set forth hereinafter made are for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots therein; to create reciprocal rights between the respective owners of said Lots; and to create a privity of contract and estate between the grantee of said Lots, their heirs, successors and assigns.

*Domine Trecher*  
208C 11a 00.11a 0. Terrace

## ARTICLE II

### DESIGN CRITERIA OF HOMES

Section 2.1. It is the intent of Stratford Place Development, Inc. and Ken Lokey Homes, Inc. to generally present a traditional architectural environment. The following types of exterior materials, among others, are acceptable:

- a. Brick
- b. Stone
- c. Synthetic Stucco
- d. Painted Wood or Hardboard Siding
- e. Aluminum/Vinyl Siding
- f. Natural Colored Asphalt Shingles or Slate Roofing  
WHITE ROOFING OF ANY MATERIAL IS NOT ACCEPTABLE
- g. Paint, in soft tones (which shall not include, among other colors, any high gloss finishes or pure red).

In intent, this criteria frowns upon the practice of placing materials on the sides and back of a residence that are essentially different from the front elevations.

Section 2.1.2. Openings of garages should not be visible from the street. No open garage is to face a neighboring yard without screening. In the event an enclosed garage is not built, then a carport with an enclosed storage area of not less than eighty square feet shall be constructed, such carport and storage area are to be designed so as not to be offensive to neighboring lots. The area of the storage area herein shall not be included for the purposes of Section 3.2 below.

Section 2.1.3. No window air-conditioners shall be permitted to be used on the front of any home.

Section 2.1.4. No radio and T.V. antennas shall be installed. No satellite dish shall be allowed.

Section 2.1.5. All vents protruding from roofs shall be painted the same color as the roof covering.

Section 2.1.6. Swimming pools shall be permitted. All swimming pools constructed shall be properly fenced in for safety concerns.

Section 2.1.7. During the course of construction of any home, all building debris, stumps, trees, etc. must be removed from each lot by builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the Subdivision.

Section 2.1.8. During construction, builders must keep homes and garages clean and yards cut.

Section 2.1.9. There shall be no silver finish metal doors (including glass sliding doors) or silver finish metal windows of any kind; however, factory painted or dark anodized finish metal may be used.

Section 2.1.10. Drainage of surface water, storm water and/or foundation drains may not be connected to sanitary sewers, if any.

Section 2.1.11. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots.

Section 2.1.12. Without agreement of two-thirds of the owners of the Lots in the Subdivision, no house shall have exterior block walls covered with stucco paint or masonry paint.

### ARTICLE III

#### EXCLUSIVE RESIDENCE FOR USE AND IMPROVEMENTS

Section 3.1. All Lots in the subdivision shall be known and described as residential Lots and shall be used for single family residential purposes exclusively and no Lot shall be subdivided so as to increase the number of Lots in the Subdivision. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any residential building Lot other than one detached single family residence dwelling not to exceed two (2) stories and a private garage for not more than three cars. This shall not prohibit the construction of one residence upon two (2) or more Lots.

Section 3.2. Every dwelling building erected on a Lot in this Subdivision, exclusive of one-story open porches, garages, carports and other unairconditioned, unfinished spaces, shall each have a ceiling height of not less than eight (8) feet in all enclosed, heated, habitable areas and in homes of one-story, not less than 1,200 square feet of heated floor space; one and one-half stories, not less than 1,400 square feet of floor space with the first or main floor of such dwelling building to contain at least 1,000 square feet of enclosed, heated and inhabitable area; two-story homes, not less than 1,500 square feet of floor space with the first or main floor area of such dwelling building to contain at least 750 square feet of enclosed heated, inhabitable area. Notwithstanding the above, a five percent (5%) variable, either way, will be allowed.

Section 3.3. No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are not permitted without prior written consent of two-thirds of the owners of Lots in the Subdivision. All dwellings must be built within the building lines shown on the recorded plat for Phase III Stratford Place.

Section 3.4. The entrance way and all areas on the recorded plat, which are depicted as private access easements shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the Stratford Place Homeowners' Association as hereinafter provided.

#### ARTICLE IV

##### HOMEOWNERS' ASSOCIATION

Section 4.1. Every owner of a Lot which is subject to assessment shall be a member of the Stratford Place Homeowners' Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment and subject to the provisions of this Amendment to the Protective Covenants.

Section 4.2. The Association shall have one (1) class of voting membership. The members shall be all owners and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

#### ARTICLE V

##### COVENANT FOR MAINTENANCE ASSESSMENT

Section 5.1. The Developer and Ken Lokey Homes, Inc. for each Lot owned within the property, hereby covenant and each owner of any Lot by signature to this Declaration of Protective Covenants or by acceptance of a deed on the purchase of a Lot is deemed to covenant and agree to pay the Association: 1) Annual assessment or charges and 2) Special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees should be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's

fees shall also be the personal obligations of the person who was the owner of such property at the time when the assessment fell due. Personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5.2. Purpose of Assessments: The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the development and for the improvement and maintenance of the entrance way, landscaping and all access easements within the development.

Section 5.3. Commencement of the Assessment: The Stratford Place Homeowners' Association will assume maintenance and responsibility of the entrance way and all common areas of Phase III of Stratford Place upon receipt by the Board of Directors of a written certification of completion by Lucas Engineers. This certification shall state that all paved access easements, landscaping easements, drainage structures, drainage ways and all common property of Phase III are completed in good repair. This certification shall be obtained at the sole expense of the developer and shall be received by December 31, 1990. Should such certification not be received by December 31, 1990, Developer shall post a bond or certificate of deposit with Cahaba Title Insurance Company as escrow agent. The amount of such escrow shall be 100% of the amount estimated by Lucas Engineers as necessary to complete the improvements necessary for the issuance of a completion certificate. Should Developer fail to complete the improvements as required herein on or before June 31, 1991, the Homeowners Association shall be authorized to utilize the escrowed funds for completion of such improvements with any surplus being refunded to Developer.

Section 5.4. Maximum Annual Assessment: The annual assessment for Stratford Place, Phase III shall not commence until January 1, 1990. From and after January 1, 1990, the annual assessment shall be One Hundred Twenty and No/100's (\$120.00) DOLLARS per lot, the maximum annual assessment may be increased each year by not more than five percent (5%) of the previous year's assessment without a vote of the Stratford Place Homeowners' Association. The Board of Directors of the Stratford Place Homeowners' Association may fix the annual assessment at an amount not to exceed the maximum annual assessment. Provided, however, should an extraordinary assessment be necessary and should such assessment be greater than that provided herein, such assessment must be approved by a two-thirds (2/3) vote of the membership of the Association.

252 PAGE 274

Section 5.5. In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the entrance way area or any private access easement, provided that any such assessment must have the assent and approval of not less than two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.6. Written notice of any meeting called for the purpose of taking any action authorized under Article V shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5.7. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a yearly basis.

Section 5.8. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors.

Section 5.9. The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certification of the Association as to the status of the assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 5.10. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. This lien may only be foreclosed by the Association upon the sale of the property by owner or the nonpayment of assessment for two consecutive years. No owner may waive or otherwise escape liability for the assessment provided for herein.



Section 5.11. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lots shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings and lien thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

## ARTICLE VI

### GENERAL PROHIBITIONS AND REQUIREMENTS

Section 6.1. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkempt conditions of building or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

Section 6.2. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner to prevent them from becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon.

Section 6.3. No animals, livestock, or poultry of any kind or description except usual household pets shall be kept on any Lot; provided, however, that no household pet may be kept on any Lot for breeding or commercial purposes.

Section 6.4. No noxious, offensive or illegal activity shall be carried on or upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood. No commercial activity shall be carried on any Lot.

Section 6.5. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 6.6. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material as not to be visible from any road, or neighboring Lot.

[illegible]

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Arar and Collins (1987). The concentration of chlorophylls was expressed as  $\mu\text{g mL}^{-1}$  of the sample.

## Structures for signs

sign of  
sale.

trailer,

residence,  
occupancy of



Section 7.2. Drainage flow shall not be obstructed or diverted from drainage swells, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants. Stratford Place Development, Inc. may cut drainways for surface water wherever and whenever such action may appear to it to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots. The provision hereof shall not be construed to impose any obligation upon Stratford Place Development, Inc.

## ARTICLE VIII

### ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

252 PAGE 277  
BOOK  
A. The Architectural Control Committee is composed of Donnie Tucker and Susan Tucker. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining member shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. Upon the (i) development of at least seventy-five percent (75%) of the Lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants, and then record owners of a majority of the Lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its power and duties. (Ref. Home Owners Association.)

B. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

C. Neither the Committee nor any architect or agent thereof nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness of any structure to be erected upon any Lot in the subdivision.

#### ARTICLE IX

##### ENFORCEMENT

Section 9.1. In the event of a violation or breach of any of these Restrictions, or any amendment thereto by any property owner or family of such owner, or agent of such owner; the owner(s) of Lot(s), Stratford Place Development, Inc., their successors and assigns or any other party to whose benefit these Restrictive Covenants inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restriction, to sue for and recover damages or other dues, or take all such courses of action at the same time to such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to evoke any available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of right available to him upon the recurrence or continuation of said violation of the occurrence of a different violation. Stratford Place Development, Inc. shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation of breach of any of these restrictions or amendments thereto.

Section 9.2. Each and every Lot Owner and future Lot Owners, in accepting a deed or contract for any Lot or Lots in the Phase III Stratford Place agrees to adhere to these protective covenants governing the Phase III Stratford Place. If said Lot Owner(s) do(es) not adhere to said covenants and legal action is taken against the party in violation of said covenants, then the Lot Owner(s) in violation agrees to pay all attorney's fees and other associated costs incurred by other parties in pursuing legal action to remedy violation of these covenants.

## ARTICLE X

Section 10.1. The grantee of any Lot subject to the coverage of these restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Stratford Place Development, Inc., or a subsequent Owner of such Lot shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements therein contained.

Section 10.2. Each and every Lot Owner and future Lot Owners, in the Phase III Stratford Place, whether from Stratford Place Development, Inc. or a subsequent Owner of such Lot, agrees to indemnify and reimburse Stratford Place Development, Inc. for any damage caused by such Lot Owner, or the contractor, agent or employees of such Lot Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Stratford Place Development, Inc. or for which Stratford Place Development, Inc. has responsibility, at the time of such damage.

Section 10.3. Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot or Lots in Phase III Stratford Place, whether from Stratford Place Development, Inc. or a subsequent owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless Stratford Place Development, Inc., its successors and assigns and its agents, and employees (from and against any and all claims, and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors and employees or for damages to property and injury or death, including, but not limited to the contributory negligence of Stratford Place Development, Inc.) which may arise out of or be caused directly or indirectly by such Owner(s) of Lot or Lots and/or the use of or construction on said Lot or Lots by said Owner, any member of his or her family, their guests, agents, invitees, licensees, contractors, or employees or subcontractors of such contractors or by any other person whomsoever. The indemnification by such Owner as set forth above shall cover any and all expenses of Stratford Place Development, Inc. and its successors and assigns, including attorney's fees resulting from any claims or demands.

Section 10.4. Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any Lot or Lots in Phase III Stratford Place, whether from Stratford Place Development, Inc. or a subsequent Owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to insure that any contractors of such Owner, or

employees or subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such Owner, his or her family and such contractor and its employees and subcontractors.

#### ARTICLE XI

##### TERM AND MODIFICATION

Section 11.1. These covenants and restrictions shall run with the land and can be changed, modified, amended, altered, or terminated only by duly recorded written instrument, executed by Stratford Place Development, Inc., its successors and assigns for a seventy percent majority of the Lot Owners in Phase III Stratford Place.

#### ARTICLE XII

##### SEVERABILITY

Section 12.1. Every one of the restrictions is hereby declared to be independent of, and severable from the rest of the restrictions, and of and from every other one of the restrictions and of and from every combination of the restrictions. Invalidity by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.

Section 12.2. Stratford Place Development, Inc. may include in any contract or deed hereinafter made or entered into, such modification and or additions to these protective covenants and restrictions, which will by their nature, raise the standards of Phase III Stratford Place.

#### ARTICLE XIII

##### CAPTIONS

Section 13.1. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, the undersigned being owners of Lots in Stratford Place, Phase III, have caused these Restrictive Covenants to be properly executed and recorded in the Office of the Judge of Probate of Shelby County, Alabama under this 21<sup>st</sup> day of Aug, 1989.

STRATFORD PLACE DEVELOPMENT COMPANY, INC.

BY: Donnie F. Tucker  
Donnie F. Tucker, its President

KEN LOKEY HOMES, INC.

BY: Mark Hall  
its

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

RECORDING FEES  
Recording Fee 32.50  
Index Fee 3.00  
TOTAL 36.50

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donnie F. Tucker, whose name as President of Stratford Place Development Company, Inc., a corporation, is signed to the foregoing conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 21 day of August, 1989.

My Commission Expires: 12-19-90  
I CERTIFY THIS INSTRUMENT WAS  
STATE OF ALA. SHELBY CO. Notary Public

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

89 AUG 22 AM 8:41

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that whose name as Mark Hall of Ken Lokey Homes, Inc., a corporation, is signed to the foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation

Given under my hand and official seal, this the 21 day of August, 1989.

My Commission Expires:  
12-19-90

Mark Hall  
Notary Public



