

1 **Cobblestone Square Homeowners Association Amended and Restated Declaration of**
2 **Protective Covenants, Restrictions, Conditions and Limitations**
3 **Revised 08/24/2006**
4

5 **KNOW ALL MEN BY THESE PRESENTS, THAT: WHEREAS,** Cobblestone Square
6 subdivision consists of real property situated in Shelby County, Alabama that is divided into forty-four
7 (44) lots and various common area property as recorded in Map Book 16, Page 153, in the Probate
8 Office of Shelby County, Alabama; and **WHEREAS, the Cobblestone Square Homeowners**
9 **Association, Inc., (“Association”)** deems it desirable to amend and revise the original Covenants,
10 Restrictions, Conditions and Limitations for the purpose of enhancing and protecting the value,
11 desirability and attractiveness of the property, and make them in tune with more mature properties.
12

13 **NOW, THEREFORE,** the following Declaration of Protective Covenants, Restrictions,
14 Conditions and Limitations (“Covenants”) are hereby adopted by the Association. This document
15 replaces in total the Declaration made by the original Developer, Homes and Land, Incorporated,
16 dated January 22, 1993, recorded in the office of the Shelby County Judge of Probate, Instrument
17 # 01/29/1993-02851 with addenda dated May 22 and June 22, 1993.
18

19 These Covenants shall be binding on all parties having any right, title or interest in the property or lots
20 or any interest therein, their heirs, successors and assigns, and shall inure to the benefit of each
21 homeowner thereof.
22

23 These Covenants apply to all subdivision property as defined in Map Book 16, Page 153, in the
24 Probate Office of Shelby County, Alabama.
25

26 These Covenants are adopted for the improvement and benefit of the subdivision and will run with the
27 land for a period no less than 50 years from the date these Covenants are adopted. Thereafter, these
28 Covenants shall be automatically extended for successive periods of ten (10) years unless a majority
29 of the then current homeowners sign and record an instrument revoking or altering these Covenants
30 in whole or in part.
31

32 Enforcement of these Covenants shall be by proceedings at law or in equity, either to restrain
33 violation or to recover damages, against any person or persons violating or attempting to violate any
34 covenant. Invalidation of any one of these covenants by judgment or court order shall in no way affect
35 any other provision, which shall remain in full force and effect.
36

37 These covenants shall be read, construed and interpreted in a manner consistent with the Declaration
38 of Protective Covenants executed by Metropolitan Life Insurance Company and Homes & Lands,
39 Inc., dated July 24, 1992 and attached as Exhibit B to a Statutory Warranty Deed recorded in the
40 Office of the Judge of Probate of Shelby County, Alabama as Instrument # 1992-15358 and may be
41 enforced up to and including all available legal options.
42

43 **ARTICLE I**
44 **GENERAL PROVISIONS AND RESTRICTIONS**

45 **1. Land Use Restrictions.**

- 46 a. **Property Use.** All subdivision properties shall be used for residential purposes only; no
47 trade, commerce, or business shall result or be permitted on and from said Property and/or
48 any lot, including any and all forms of home industry. Lots shall not be further subdivided.
49 b. No building or structure shall be permitted for any purpose other than one single-family
50 dwelling.

51 **2. Dwelling Restrictions.**

- 52 a. **Plans.** All plans for exterior remodeling of existing homes that can be seen from any
53 street shall be submitted for review by the Architectural Control Committee (ACC). No
54 other plans, changes in the plans or deviation from the plans are permitted without further
55 written approval.
- 56 b. **Construction Restrictions.** All single family residences shall be constructed within the
57 Approved Building Area shown as to each lot on the Subdivision Record Map. The
58 Architectural Control Committee shall have the authority to grant variances from this
59 requirement on request by any lot owner and may approve or disapprove any such request
60 within the exercise of its sole discretion. For the purpose of this covenant, eaves, steps and
61 open decks or terraces shall not be considered as a part of a single-family residence.
62 Carports are not permitted. Garages may not be converted into living space.
63 Sunrooms/porches shall conform to the overall construction methods and materials of the
64 existing dwelling. Any dwelling or other structure which is destroyed in whole or in part
65 for any reason shall be rebuilt within one year. Any debris shall be removed and the lot
66 restored to a presentable condition with reasonable promptness; in no event shall such
67 debris remain on any lot in excess of forty-five (45) days.
- 68 c. **Mailboxes, Yard Lanterns.** All mailboxes and mailbox posts and front yard lanterns
69 shall be maintained as initially furnished in style, color, and location and uniformly in
70 height and distance from the curb. Homeowners shall ensure that front yard lanterns are
71 lighted during the hours of darkness.

72 **3. Reserved Easements.**

73 Easements for installation and maintenance of utilities and drainage facilities are reserved as
74 shown on the recorded subdivision map. No structure, plants, or other material that may
75 damage or interfere with the installation and maintenance of utilities, or that may change the
76 direction of flow of drainage channels in the easements, or that may obstruct or retard the
77 flow of water through drainage channels in the easements. The easement area of each lot and
78 all improvements in it shall be maintained continuously by the owner of the lot, except for
79 those improvements for which a public authority or utility company is responsible.

80 **4. Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall
81 anything be done on the lot that may become an annoyance or nuisance to the neighborhood.

82 **5. Temporary Structures.** No structure of a temporary character, trailer or other outbuilding
83 shall be used on any lot at any time either temporarily or permanently.

84 **6. Signs.** No signs of any kind shall be displayed to the public view on any lot except one
85 professional sign advertising the property for sale or rent, one small sign stating that the
86 property is protected by a security alarm system. A single sign advertising an open house may
87 be posted on common area property at the side of the subdivision entrance; said sign shall be
88 removed not later than one day following the open house date. All realty signs shall be

- 89 professional in appearance and the advertising space may not exceed six square feet in total
90 area.
- 91 7. **Oil and Mining Operations.** No oil drilling or refining, quarrying, or mining operations of
92 any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral
93 excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed
94 for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.
- 95 8. **Destroyed or Damaged Structures.** Any dwelling or other structure destroyed in whole or
96 in part for any reason shall be rebuilt within one year. Any debris resulting from the damage
97 shall be removed and the lot restored to a presentable condition with reasonable promptness.
98 In no event shall such debris remain on any lot in excess of 45 days.
- 99 9. **Vehicle Parking and Storage.** No motor homes, boats, trailers, campers, service trucks or
100 other service vehicles shall be parked or stored in any subdivision location that shall be visible
101 from the street for a period in excess of 24 hours. No wrecked or disabled automobiles or
102 other vehicles other than operating vehicles shall be stored or located on any lot. With the
103 exception of temporary visitors, no more than two (2) automobiles may be parked in a
104 driveway or on the street at the same time. Street parking should be used for overflow
105 parking only. All garage doors shall be kept closed at all times except to exit and enter so as
106 to maintain a clean, neat and orderly exterior appearance.
- 107 10. **Fences and Walls.** Fence material, color, design, location and construction shall be approved
108 in advance by the ACC. Fence materials are limited to wrought iron, aluminum, or wood.
109 Chain link and wire fences are prohibited. Wood fences shall be painted with at least two
110 coats of paint to match the color of the body of the home's exterior or trim color. All Fences
111 shall be installed in a professional manner and maintained on a regular basis. **No fence of any
112 kind shall be constructed on lots adjacent to the golf course between the golf course and
113 the rear building line of the lot.** Unless otherwise approved, fences shall not extend forward
114 beyond the rear line of the dwelling and shall extend to the rear lot lines of the property.
115 Fences shall not exceed six (6) feet in height and shall conform to the slope of the property
116 being fenced. Decorative walls, trellises, arbors, pergolas, etc. whether freestanding or
117 connecting dwellings require prior written approval.
- 118 11. **Animals.** No animals, birds or livestock shall be kept or maintained on any lot except that no
119 more than two domesticated animals shall be kept or permitted per each household and must
120 be confined to the premises or kept on a leash at all times. Exterior pet quarters (e.g., houses,
121 cages or runs.) are prohibited if visible to the public view or from the front of the house. Pet
122 owners should familiarize themselves with both Hoover and Shelby County Animal Control
123 Laws.
- 124 12. **Sub Division.** No lot shall be further subdivided.
- 125 13. **Residence Exteriors.** All residence exteriors shall be EIFS, painted brick veneer and/or
126 stucco construction. Where brick is not appropriate such as gables and dormers, only stucco
127 or a comparable Masonite product approved in advance by the ACC is permitted. Vinyl or
128 aluminum siding is prohibited. No exterior shutters are permitted.
- 129 14. **Gardens.** No lot shall be cultivated for crops of any sort, except for kitchen gardens of
130 reasonable size, which must be located to the rear of the residence and not visible from the
131 front of the house, nor any other area visible to the public.
- 132 15. **Property Appearance.** Homeowners are responsible for maintaining the exterior of their



133 dwellings and any other structures on their lots such as porches, decks, fences and recreational
134 equipment, as well as the landscaping, whether or not the property is leased or rented. No weed,
135 underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the
136 property. Following ten (10) days written notice to the offender, the Association may take direct
137 action to correct an unsightly, hazardous or unhealthy situation. This includes mowing,
138 removing, cleaning or cutting underbrush, weeds or other unsightly growth, or trash which, in the
139 sole opinion of the Board, detracts from the overall beauty and/or safety of the subdivision. The
140 Association may charge the offending homeowner a reasonable cost for such actions. Such
141 charges shall constitute a lien upon the property and will be enforced by appropriate proceedings
142 at law or equity.

143 16. **Refuse Removal.** No trash, garbage or other refuse shall be dumped, stored or accumulated on
144 any part of an owner's property or common area. All trash, garbage or other waste shall be kept
145 in sanitary containers pending collection and disposal. Containers shall be placed for pickup along
146 the curbs in front of the homeowner's residence no earlier than the evening prior to the scheduled
147 pickup day. Containers shall be placed back in the garage the same day refuse collection is
148 completed. Outside burning of wood, leaves, trash, garbage or household refuse is prohibited.

149 17. **Obstructions.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations
150 between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot
151 within the triangular area formed by the street property lines and a line connecting them at points
152 25 feet from the intersection of the street lines or in the case of a rounded property corner from
153 the intersections of the street property lines extended. The same sight line limitations shall apply
154 on any lot within 10 feet from the intersection of a street property line with the edge of a
155 driveway or alley pavement. Trees shall be permitted to remain within such distances of such
156 intersections provided the foliage line is maintained at sufficient height to prevent obstruction of
157 such sight lines.

158 18. **Driveways.** Homeowners are responsible for ensuring that all vehicles, including contractor and
159 delivery vehicles, enter lots via the driveway only, so as not to damage trees, lawns, street paving
160 and curbs. Repair of any damage resulting from the violation of this restriction shall be the
161 responsibility of the homeowner.

162 19. **Garage Doors.** If a garage door is repaired or replaced it must be in the same style and
163 construction of the original garage door.

164 20. **Cloths Lines.** The hanging of clothes/wash/laundry or household articles on any lot where they
165 are visible from any street within the subdivision is prohibited.

166 21. **Landscaping and Trees.** Homeowners shall maintain fully landscaped lawns, front, sides and
167 rear. Rear yard can be seeded beyond 25' of rear of house. Landscaping includes sod, mulch,
168 shrubs or any other measures to control erosion. Subject to other stipulations contained in these
169 Covenants, landscaping changes to the sides and rear of the property is at the discretion of the
170 homeowner. Grass shall be maintained at regular intervals. Bald spots and dead areas in the turf
171 shall be repaired. Planter beds shall be kept neat and orderly. Removal of grass/weeds growing
172 in sidewalks and driveways is the responsibility of the homeowner regardless if the residence is
173 rented or leased. No tree having a diameter of six (6) inches or more (measured from a point two
174 feet above ground level), nor any flowering trees or shrubs, shall be removed from any lot without
175 the express written authorization of the ACC. The ACC is hereby authorized to come onto any lot
176 during reasonable hours for the purpose of inspecting or marking trees, and any such entry by the

- 177 ACC shall not be deemed a trespass or other wrongful act.
- 178 22. **Swimming Pools, Spas, Hot Tubs.** Installation of swimming pools, spas, or hot tubs require
179 prior written approval of the ACC as to the location and size. Swimming pools, spas, and hot
180 tubs shall be limited to those installed below ground level. Homeowners are responsible for
181 ensuring compliance with all relevant State/County construction codes and standards.
- 182 23. **Satellite Receiving Antenna-Dish.** Unless otherwise allowed by the Federal Communications
183 Commission Regulations, antennas and/or satellite dishes shall be installed so as not to be in the
184 view from the front street side of the dwelling. Satellite dish antenna shall be 18 inches or less in
185 diameter.
- 186 24. **HVAC Equipment.** Outside air conditioning units shall not be located in the front yard. All
187 outside air conditioning units, air conditioning compressor units shall be hidden from view by
188 shrubbery, or other year-round foliage or fencing.
- 189 25. **Exterior Lighting.** No exterior lighting shall be installed or operated in such a way as to cause
190 discomfort to adjacent neighbors. All security lighting shall be focused inside the homeowner's
191 property boundaries.
- 192 26. **Color Selection/Painting Home.** Exterior colors of homes, walls, and fences shall be maintained
193 in their original color unless otherwise requested and approved by the ACC. If a new color is
194 requested, a sample of the color must accompany the request to the ACC. Once a new color is
195 approved, repainting or re-coloring in the same color does not require re-approval.
- 196 27. **Recreation, Play, Sports Equipment.** Recreation, play and sports equipment, excluding
197 moveable basketball goals, shall not be installed forward of the rear of the house, either
198 permanently or temporarily. All equipment shall be placed so as to avoid being a visual or noise
199 nuisance to immediate neighbors. Should equipment be temporarily used, such shall be moved
200 out of sight while not in use.
- 201 28. **Roofing.** Roofing material, to include color, shall be limited to Corning's Oakridge Pro 30 (teak)
202 30-year roofing or a comparable product approved by the ACC.
- 203 29. **Common Areas.**
- 204 a. All association members are afforded the use and enjoyment of the subdivision common
205 areas subject to the covenants and rules, regulations, and limitations promulgated by the
206 Board.
- 207 b. The Board has the right to improve the common areas or portions thereof with such
208 amenities or improvements it deems appropriate or desirable.
- 209 c. Contracting for the maintenance of the common areas shall be the responsibility of the
210 Board.

212 **ARTICLE II**

213 **HOMEOWNERS ASSOCIATION**

215 **SECTION 1. Formation**

216 The owners of the lots within the subdivision have formed an incorporated not-for-profit
217 corporation Homeowners Association, named Cobblestone Square Homeowners Association.

219 **SECTION 2. Maintenance Responsibilities**

220 The Association may, at any time, in the discretion of the Board, without any approval of the



- 221 members being required:
- 222 a. Maintain, install, reinstall, construct and repair all of the improvements within the
- 223 common areas, to include plantings and shrubbery, and to maintain, repair and operate
- 224 any other easement area shown on the Subdivision Record Map which is not under the
- 225 control or management of a public utility of governmental authority;
- 226 b. Maintain and manage the common areas shown on the Subdivision Record Map so as
- 227 to preserve the common areas in its improved state and prevent any unlawful or
- 228 obnoxious activity to be conducted thereon;
- 229 c. Replace injured and diseased trees or other cover to the extent that the Board deems
- 230 necessary for the conservation of water and soil and for aesthetic purposes; and
- 231 d. Do all such other acts which the Board deems necessary to preserve and protect the
- 232 property and the beauty thereof, in accordance with the general purposes specified in
- 233 this Declaration.
- 234

235 **SECTION 3. Other Rights of Association**

236 The Board shall have the right to provide services, the cost of which shall be paid out of the

237 charges provided for in Article III hereof, and adopt rules, regulations, procedures and policies

238 with respect to:

- 239 a. Garbage or refuse collection and removal;
- 240 b. Parking of motor vehicles on streets or roads in or on the subdivision property; and
- 241 c. Such other matters including the general welfare of the subdivision property as a
- 242 whole, and the common areas.
- 243

244 **ARTICLE III**

245 **COVENANTS FOR MAINTENANCE CHARGES**

246

247 **SECTION 1. Homeowner Financial Obligations**

248 By acceptance of a deed, each owner is deemed to covenant and agrees to pay the Association:

249 both annual and special charges as herein provided. The annual and special-charges, together with

250 interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a

251 continuing lien upon the lot against which each such charge is made. Each such charge, together

252 with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the

253 person who was the owner of such property at the time when the charges became due. The

254 personal obligation for delinquent charges shall pass to the successors in title.

255

256 **SECTION 2. Purposes of Charges**

257 All charges levied by the Association shall be used exclusively for meeting the fiscal aspects of all

258 administrative and legal responsibilities of the association; procuring of services for the

259 homeowners, including, but not limited to, those specified herein and such other services which

260 may be approved by members; and for making capital improvements to areas for which the

261 Association bears maintenance responsibility.

262

263 **Annual Charges.** As part of the Associations annual budgeting exercise, the Board shall

264 establish the amount of the annual maintenance charge and the due date. Written notice of the



265 annual charge shall be sent to every homeowner subject thereto. Annual maintenance charges
266 shall accrue as of the first day of the month following the closing date of the sale of the property.
267 The first annual charge shall be adjusted according to the number of month remaining in the
268 calendar year. If requested by the homeowner upon property sale, the Board or Board's agent
269 shall furnish a signed certification setting forth whether charges levied against a specified lot have
270 been paid.

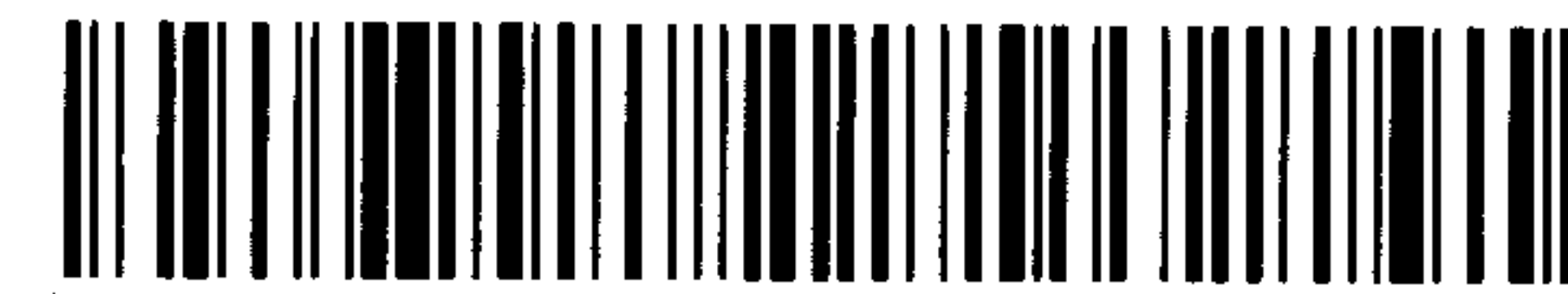
271
272 **Special Charges for Capital Improvements** In addition to the annual charges, the Board may
273 levy a special charge applicable to a given year for the purposes of defraying, in whole or in part,
274 the cost of any construction, reconstruction or replacement of improvements within the area for
275 which the Association has maintenance responsibility, including fixtures and personal property.
276 Special charges require prior assent by a simple majority (herein defined as greater than fifty (50)
277 percent of the vote eligible association members.

278
279 **SECTION 3. Charge Application**
280 Both annual and special charges shall be fixed at a uniform rate for all lots and shall be collected
281 as determined by the Board. Each homeowner shall bear it's pro rata share of the maintenance
282 cost and shall not be entitled to reduction because all or some of the services for which the
283 assessment is made are not being utilized by the homeowner.

284
285 **SECTION 4. Date of Commencement of Annual Charges; Due Dates**
286 The Board shall fix the amount of the charge period. Written notice of the annual charge shall be
287 sent to every owner subject thereto. The due dates shall be established by the board. The
288 Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an
289 officer of the Association or agent setting forth whether the charges on a specified lot have been
290 paid.

291
292 **SECTION 5. Effect of Nonpayment of Charges; Remedies of the Association**
293 **Non Payment Implications.** Each homeowner is and shall be deemed to covenant and agree to
294 pay the Association the charges provided for herein, and agrees to the enforcement of the charges
295 in the manner herein specified. In the event the Association employs an attorney or attorneys for
296 collection of any charge whether by suit or otherwise, or to enforce compliance with or specific
297 performance of the terms and conditions of this Declaration, or for any other purpose in
298 connection with the breach of this Declaration, each homeowner agrees to any reasonable
299 attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief
300 or remedy obtained against said homeowner. In the event of a default in payment of such charge
301 when due, in which case the charge shall be deemed delinquent, and in addition to any other
302 remedies herein or by law provided, the Association may enforce each such obligation in any
303 manner provided by law or in equity, or without any limitation of the foregoing, by either or both
304 of the following procedures:

305 a. **Enforcement by Lawsuit.** The Board may file a suit at law in the name of the
306 Association against a homeowner to enforce each such charge obligation. Any
307 judgment rendered in any such action shall include the amount of the delinquency,
308 together with interest thereon at the maximum legal rate per annum from the date of



309 delinquency, court costs and reasonable attorney's fees in such amount as the court
310 may adjudge against the delinquent homeowner.

311 b. Enforcement by Claim of Lien. The Board may file a claim of lien, with power of sale,
312 on every lot to secure payment to the Association of any and all charges levied against
313 any and all homeowners, together with interest thereon at the maximum level rate
314 which may be paid or incurred by the Association in connection therewith, including
315 reasonable attorney's fees. At any time within ninety (90) days after the occurrence of
316 any default in the payment of any such charge, the Board shall make a written demand
317 for payment to the defaulting homeowner, on behalf of the Association. Said demand
318 shall state the date and amount of the delinquency. Each default shall constitute a
319 separate basis for a demand or claim of lien or a lien, but any number of defaults may
320 be included within a single demand or claim of lien. If such delinquency is not paid
321 within ten (10) days after written demand being made, the Association may elect to file
322 such claim of lien on behalf of the Association against the property of the defaulting
323 homeowner. Such a claim of lien shall be executed and acknowledged by the Board
324 President, and shall contain substantially the following information:

- 325 i. The name of the delinquent homeowner;
- 326 ii. The legal description and street address of property against which claim of lien
327 is made;
- 328 iii. The total amount claimed to be due and owing for the amount of the
329 delinquency, interest thereon, collection costs and reasonable attorney's fees
330 (with any property offset allowed);
- 331 iv. That the claim of lien is made by the Association pursuant to this Declaration
332 these Covenants; and
- 333 v. A statement that a lien is claimed against said property in an amount equal to
334 the amount stated. Upon recordation of a duly executed original or copy of
335 such a claim or lien, and mailing a copy thereof to said the offending
336 homeowner, the lien claimed therein shall immediately attach and become
337 effective in favor of the Association as a lien upon the property against which
338 such was levied. Such a lien shall have priority over all liens or claims created
339 subsequent to the recordation of the claim of lien thereof, except only tax liens
340 for real property taxes on any property, charges on any property in favor of
341 any municipal or other governmental assessing unit, and the liens that are
342 specifically described herein. Any such lien may be foreclosed by appropriate
343 action in court or in the manner provided by law for the foreclosure of a realty
344 mortgage or trust deed as set forth by the Laws of the State of Alabama, as the
345 same may be changed or amended. The lien provided for herein shall be in
346 favor of the Association and shall be for the benefit of all other owners. The
347 Association shall have the power to bid in at any foreclosure sale and to
348 purchase, acquire, hold, lease, mortgage and convey any property. In the event
349 such foreclosure is by action in court, reasonable attorney's fees, court costs,
350 title search fees, interest and all other costs and expenses shall be allowed to
351 the extent permitted by law. Each owner hereby expressly waives any objection
352 to the enforcement and foreclosure of this lien in this manner and also hereby

353 expressly waives the defense of the statute of limitations applicable to the
354 bringing of any suit or action thereon.
355

356 **SECTION 6. Subordination of Liens to Mortgages**

357 The lien for the charges provided for herein shall be subordinate to the lien of any first mortgage.
358 The sale or transfer of any property shall not affect the lien of any first mortgage. The sale or
359 transfer of any property shall not affect the lien charged under this Article I. The sale or transfer
360 of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, however,
361 shall extinguish the lien of such charge as to payments which became due prior to such sale or
362 transfer. No sale or transfer shall relieve such property from liability for any charges thereafter
363 becoming due or from the lien thereof.
364

365 **ARTICLE IV**
366 **AMENDMENT OF COVENANTS**

367
368 **SECTION 1. Amendment Process**

369 An amendment to these Covenants may be proposed in one of two ways: (1) by the Board; or (2)
370 via a written petition by not less than one quarter (1/4) of the homeowners. Such proposed
371 amendment or amendments shall be considered at a meeting of the owners after written or printed
372 notice of such meeting stating the time and place thereof and reciting the proposed amendment or
373 amendments in reasonable detail.
374

375 The notice will be mailed to the owners not less than ten (10) days or more than fifty (50) days
376 before the date set for the meeting. Such notice shall be deemed to be properly given when
377 deposited in the United States mail, addressed to each owner at the street address of his or her lot.
378

379 The proposed amendment or amendments shall be approved by the affirmative vote of not less
380 than two-thirds (2/3) of eligible homeowners in order for such amendment or amendments to
381 become effective.
382

383 At any meeting held to consider such amendment or amendments, the written vote of any owner
384 shall be recognized if such owner is not in attendance or represented at such meeting by proxy,
385 provided such written vote is delivered at or prior to such meeting.
386

387 Once an amendment is approved, it shall be transcribed and certified by the Board president and
388 recorded in the Probate Court of Shelby County, Alabama, within fifteen (15) calendar days from
389 the approval date. A copy of each amendment shall be provided to all homeowners; however,
390 receipt thereof does not preclude the effective date of said amendment.
391

392 **SECTION 2. Minor Corrections**

393 The Board, without further consent, may correct any omissions or errors in these Covenants, or
394 future amendments, which do not materially adversely affect the rights of Association members.
395



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396 **ARTICLE V**

397 **ARCHITECTURAL CONTROL**

398

399 **SECTION 1. Architectural Control Committee**

400 The Architectural Control Committee (ACC) under the full control and authority of the Board of
401 Cobblestone Square Homeowners' Association (CSHA) is charged with the responsibilities and
402 given the duties and powers as further set out in this Article V. Membership of the ACC shall be
403 composed of three at large members of CSHA appointed by the Board from time to time and the
404 President of the Board. The ACC may develop and amend from time to time, a Procedures Guide,
405 subject to Board approval, to govern its activities.

406

407 **SECTION 2. Design Criteria for the Property**

408 The general architectural objective of the Association is to maintain the neighborhood of single
409 family residences constructed in high quality styles, design, materials and colors. The Board has
410 adopted certain criteria in furtherance of this objective. All single family residences shall be
411 constructed or modified in conformity with the criteria and in accordance with the provisions of
412 this Declaration. The Board, by the terms of this Declaration, has charged the Architectural
413 Control Committee to determine that all single family residences meet the criteria.

414

415 The following property restrictions are imposed and controlled solely for the purpose of
416 maintaining the appearance, esthetic quality, and the general architectural theme of the
417 Cobblestone Square Subdivision with the intent of maintaining and enhancing the property
418 investment of the homeowners. Certain criteria have been adopted in furtherance of this objective.
419 All residences shall be constructed and maintained in conformity with the criteria and the
420 provisions of these Covenants, as interpreted by the ACC and the Board. Decisions by the ACC
421 may be appealed to the Board if the member believes the decision by the ACC is arbitrary or
422 capricious. Disapprovals of homeowner property modification requests shall include the rationale
423 for such decisions.

424

425 **SECTION 3. Method of Architectural Control**

426 No structure or improvement to the front of the property or to any part of the property that can
427 be seen from the front of the property or from any street of any kind (including without limitation
428 any building, fence, wall, arbor, sign, lighting system, site paving, grading, parking lot, screen
429 enclosure, sewer drain, disposal system, lot landscaping, landscape devise or object) shall be
430 made, unless and until the plans and specifications, showing the dimensions, color, nature, kind,
431 shape, elevations, material and location of same, as well as the proposed time frame of the project,
432 have been submitted to, reviewed and approved by the ACC. Among other things, all plans and
433 specifications shall be evaluated as to the harmony of external design and location in relation to
434 the surrounding structures and topography. *Note: Architectural or landscape changes made by*
435 *homeowners, and approved by the ACC prior to these amendments are grandfathered, and*
436 *deemed not to be in violation of this Section or any other restrictions in this document.*

437

438 **SECTION 4. Property Modification Proposals**

439 Plans and specifications for any modifications to both structures and landscaping shall be

440 presented to the ACC for review and approval prior to any project initiation. Plans and
441 specifications shall contain such information as may be reasonably required by the ACC in order
442 to approve/disapprove based upon the contents of these Covenants. Baring all unforeseen
443 circumstances, all construction of proposed projects shall be completed within the time frame
444 stated in the application for approval. In the event the ACC fails to review a homeowner's
445 proposal within thirty (30) days after submission, the proposal shall be deemed to have been
446 approved as submitted, and no further action shall be required of the homeowner.
447

448 **SECTION 5. Waiver of Liability**

449 The review of a modification proposal by the ACC is limited to appearance and compliance with
450 the Covenants only. It does not include the authority or responsibility to review or inspect for
451 structural integrity or soundness, compliance with applicable building codes, zoning requirements
452 or any other governing laws or regulations. Neither the ACC, the Board or any member of the
453 Board shall be liable to any homeowner or other party for any alleged damage, loss or prejudice
454 suffered on account of approval or disapproval of a modification proposal regardless of whether
455 the plans, drawings or specification supporting the proposal, may or may not, have contained a
456 defect. The homeowner submitting a proposal approved by the ACC is responsible in total for
457 any defects in plans, drawings and specifications supporting a proposal. Responsibility remains
458 with the homeowner for any defects in the work done in accordance with such plans, drawings
459 and specifications.
460

461 **SECTION 6. Powers and Duties**

462 The Architectural Control Committee shall have the following powers and duties:

- 463 a. To require submission to the Architectural Control Committee of plans and
464 specifications for any improvement or structure of any kind, and any change,
465 modification or alteration thereof, including, without limitation, any such improvement
466 or change to any home, fence, wall sign, lighting system, site paving, grading, screen
467 enclosure, sewer, drain, disposal system, landscaping or landscape device or object,
468 the construction or placement of which is or is proposed upon any lot. Such plans and
469 specifications shall be in such form and shall contain such information as may be
470 reasonably required by the Architectural Control Committee. The Architectural
471 Control Committee may also require such additional information as reasonably may be
472 necessary for the Architectural Control Committee to evaluate completely the
473 proposed structure or improvement in accordance with this Declaration.
474 b. To adopt fees which may be designed to reimburse the Architectural Control
475 Committee for the necessary and reasonable costs incurred by it in processing requests
476 for Architectural Control Committee approval of any matters under its jurisdiction.
477 Such fees, if any, shall be payable to the Architectural Control Committee, in cash, at
478 the time that any application for approval is sought from the Architectural Control
479 Committee.
480 c. Neither the Architectural Control Committee nor any architect or agent thereof shall
481 be responsible to check for any defects in any plans or specifications-submitted, revised
482 or approved in accordance with the foregoing provisions, nor for any structural or
483 other defects in any work done according to such plans and specifications.

484 **SECTION 7. Violations**
485 Modifications made by a homeowner without prior approval shall be deemed to be in violation of
486 Article I. Upon written notification to the homeowner by the ACC, said modifications shall be
487 removed or altered so as to terminate the violation. If, after such notice, the homeowner does not
488 take reasonable action to correct the cause of the violation, the Association shall have the right to
489 take steps necessary to eliminate the violation. Notification of all actions to be taken shall be
490 reported to the homeowner by certified/registered mail at least 10 days prior to the action being
491 taken. An assessment, to include a lien, may be levied on the property to cover any costs incurred
492 by the Association in taking action against the homeowner. If the property owner subsequently
493 challenges the action taken by the Association in a court of law and receives a favorable decision,
494 and if so ordered by the court, the Association may be liable for all reasonable costs incurred by
495 the property owner to challenge the legal action brought by the Association. In no instance shall
496 the liability of the Association exceed the actual validated out of pocket expenses incurred by the
497 property owner.

498
499 **ARTICLE VI**
500 **NOTICES, DEMANDS AND TIME COMPUTING**

501
502 Unless otherwise specified, any written notice or demand included in the provisions of this
503 document shall be deemed delivered on the date placed in the U.S. Mail. In computing any period
504 of time prescribed, the day of the act or event from which the designated period of time begins to
505 run shall not be included. The last day of the period shall be included, unless it is a Saturday,
506 Sunday or postal holiday, in which event the period extends until the end of the next day which is
507 not a Saturday, Sunday or postal holiday.

508
509 **ATTESTMENT**

510
511 We, the undersigned, hereby certify and affirm that the foregoing Amendment was duly adopted
512 by the Cobblestone Square Homeowners Association, Inc. in accordance with Alabama statutes
513 and the original Declaration of Protective Covenants, dated January 22, 1993, as recorded in the
514 Probate Office of Shelby County, Alabama.

515
516 IN WITNESS WHEREOF, we have hereunto affixed our hands in the name of the Cobblestone
517 Square Homeowners Association, Inc., on this 25th day of October, 2006.

518
519 By: *David M. Peat*
520 President, Board of Directors

By: *Janet T. ...*
Board Member

521
522 By: *[Signature]*
523 Board Member

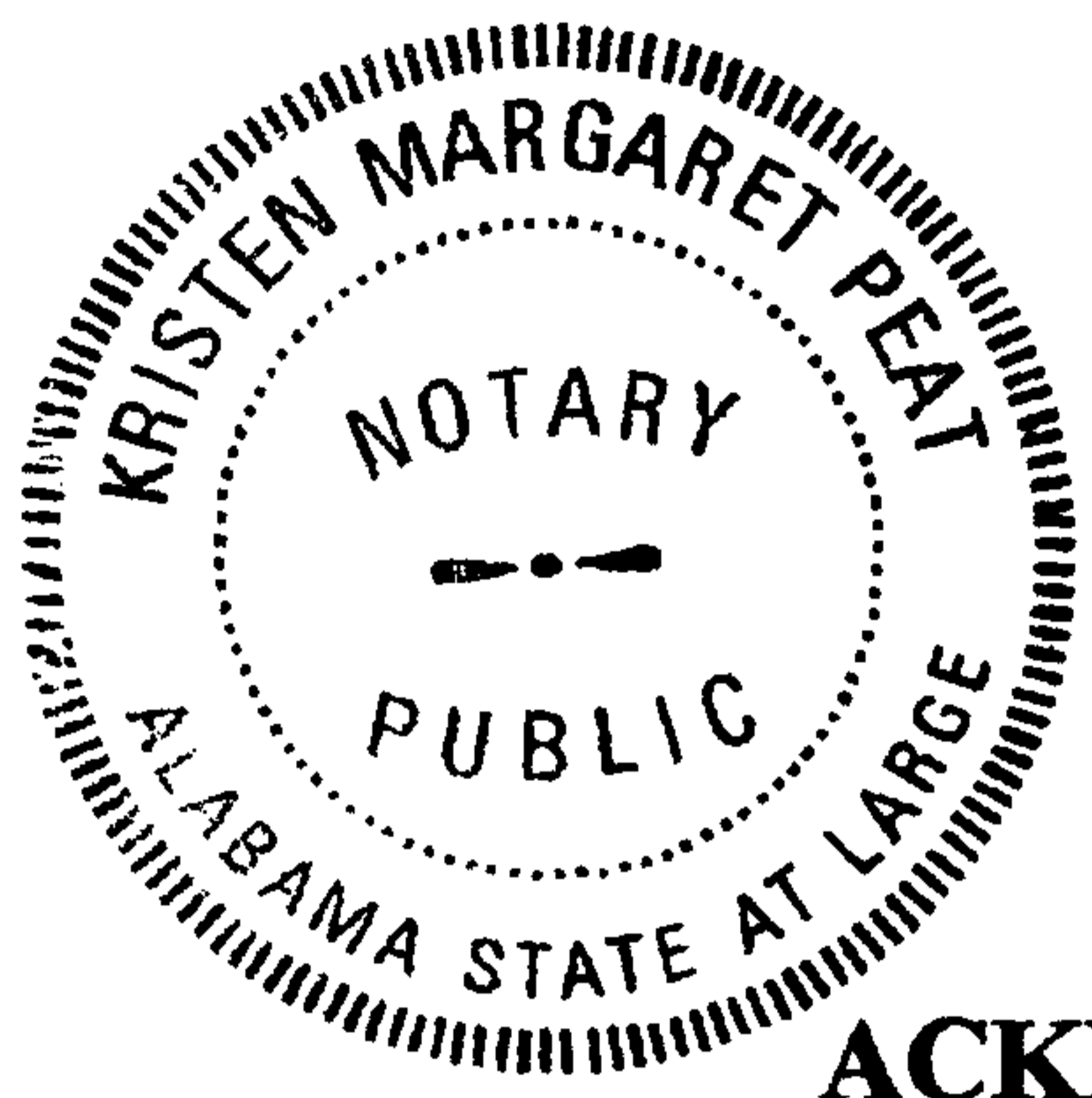
By: *[Signature]*
Board Member

524
525 By: *Thomas G. Lepard*
526 Board Member
527

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ACKNOWLEDGEMENT

The undersigned, a notary public in and for the County of Shelby in the State of Alabama, hereby certify that David Peat, as a Cobblestone Square Home Owners Association, Inc. Board member, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as an officer and with full authority, executed the same voluntarily. Given under my hand and official seal, this 25th day of October, 2006.

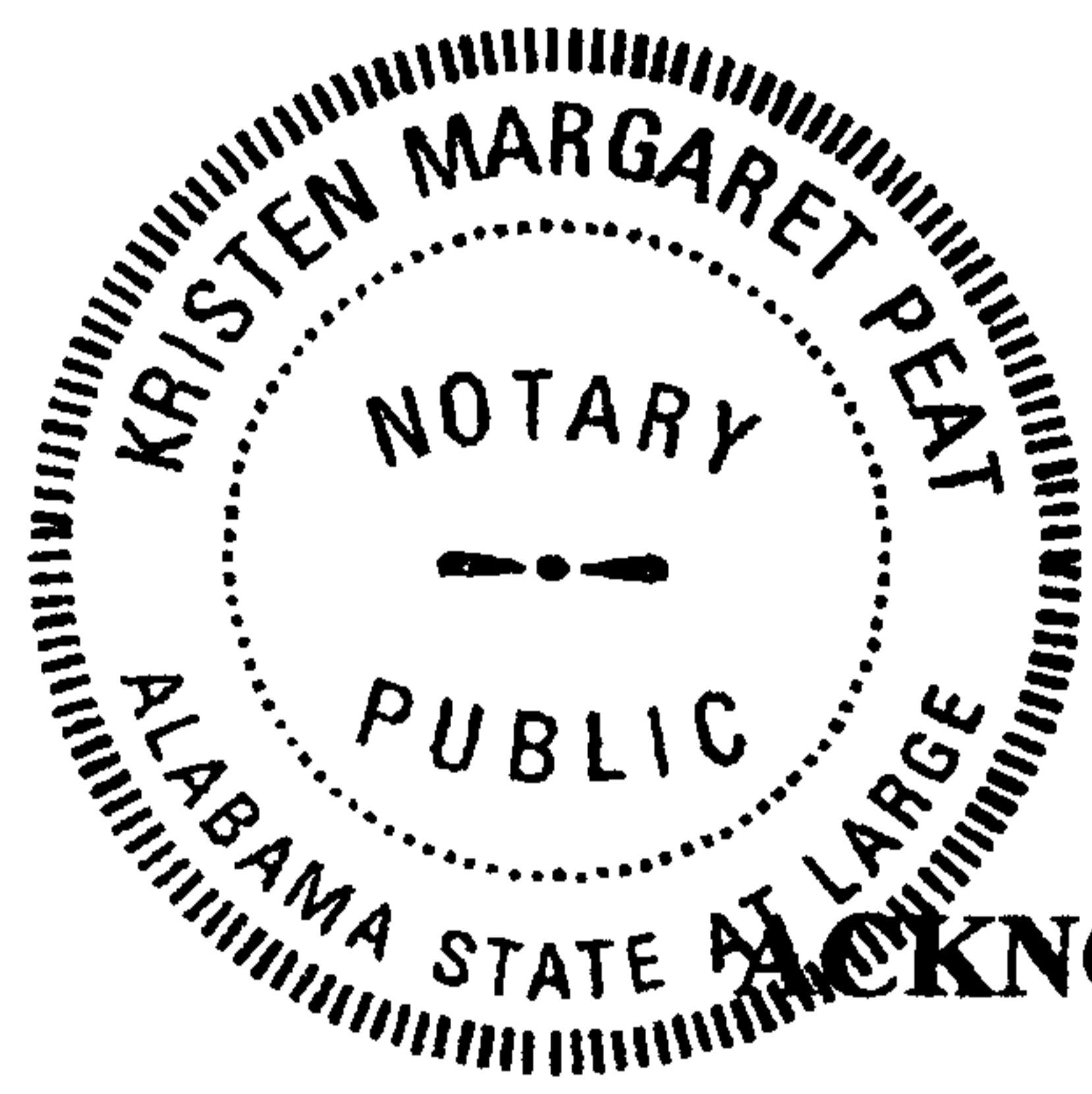


Kristen Margaret Peat
NOTARY PUBLIC

My Commission Expires: July 24, 2010

ACKNOWLEDGEMENT

The undersigned, a notary public in and for the County of Shelby in the State of Alabama, hereby certify that Max Bahos, as a Cobblestone Square Homeowners Association, Inc. Board member, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as an officer and with full authority, executed the same voluntarily. Given under my hand and official seal, this 25th day of October, 2006.

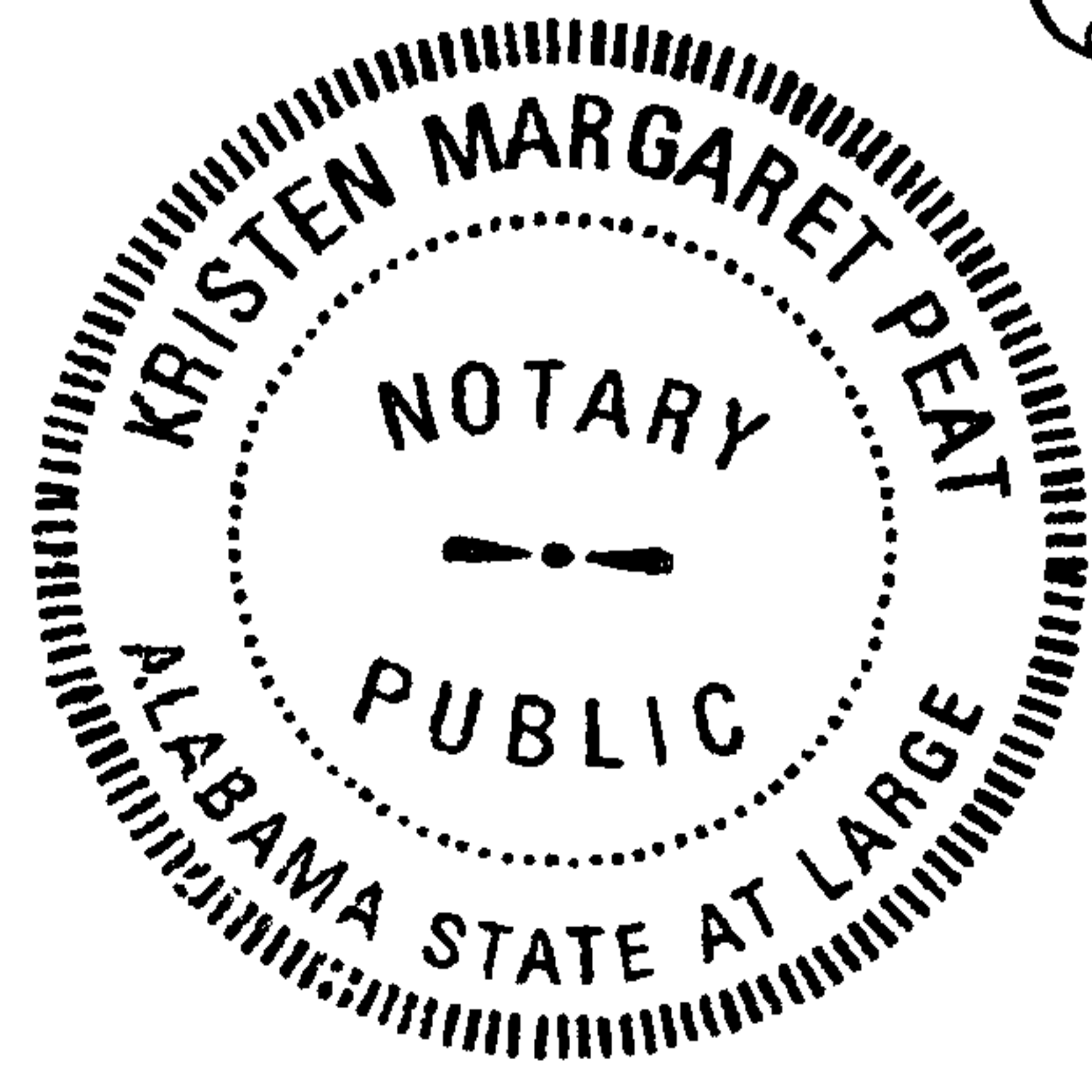


Kristen Margaret Peat
NOTARY PUBLIC

My Commission Expires: July 24, 2010

ACKNOWLEDGEMENT

The undersigned, a notary public in and for the County of Shelby in the State of Alabama, hereby certify that Tom Leopard, as a Cobblestone Square Homeowners Association, Inc. Board member, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as an officer and with full authority, executed the same voluntarily. Given under my hand and official seal, this 25th day of October, 2006.



Kristen Margaret Peat
NOTARY PUBLIC

My Commission Expires: July 24, 2010

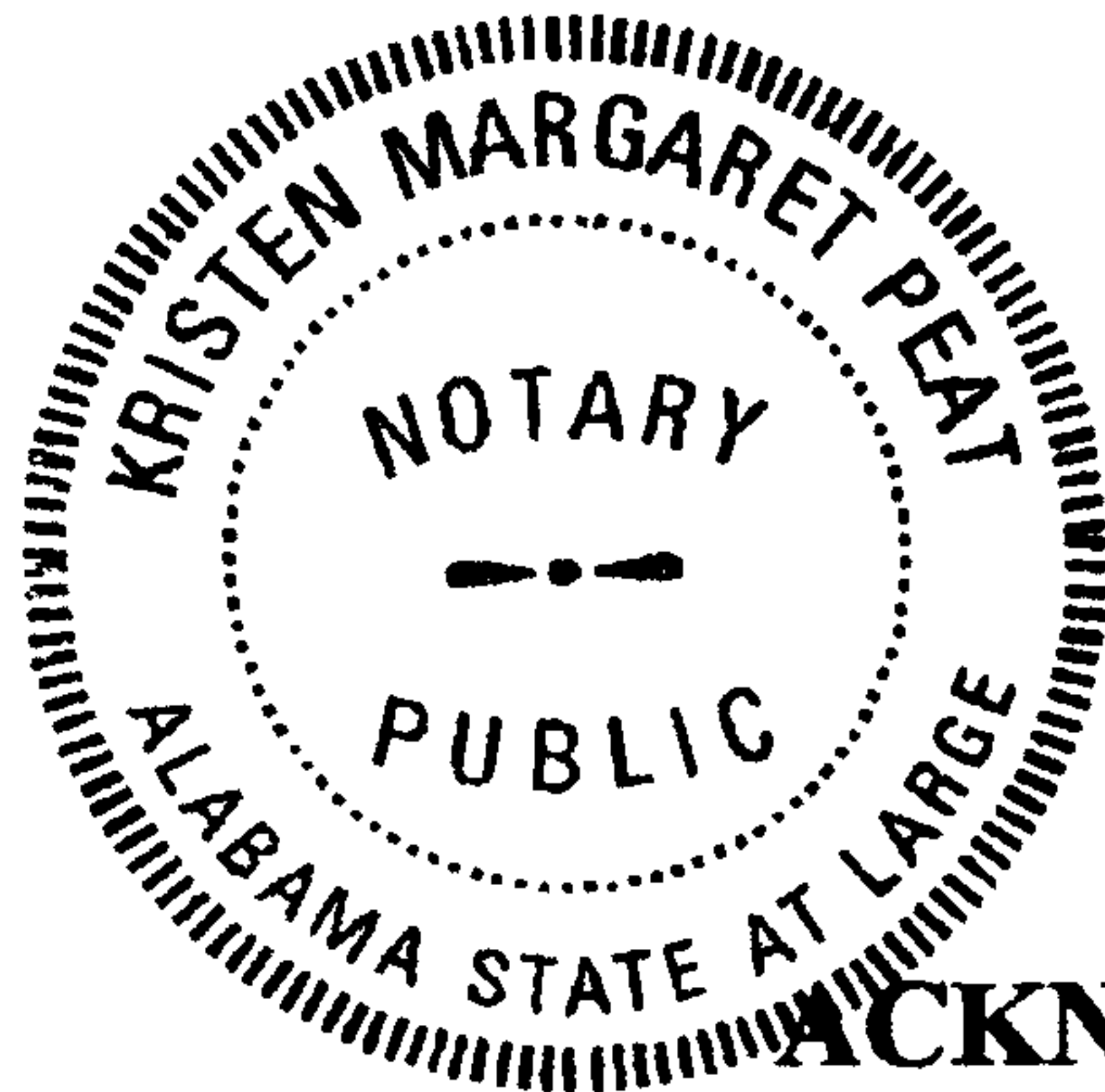


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ACKNOWLEDGEMENT

The undersigned, a notary public in and for the County of Shelby in the State of Alabama, hereby certify that Jack Porterfield, as a Cobblestone Square Homeowners Association, Inc. Board member, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, he, as an officer and with full authority, executed the same voluntarily. Given under my hand and official seal, this 25th day of October, 2006.

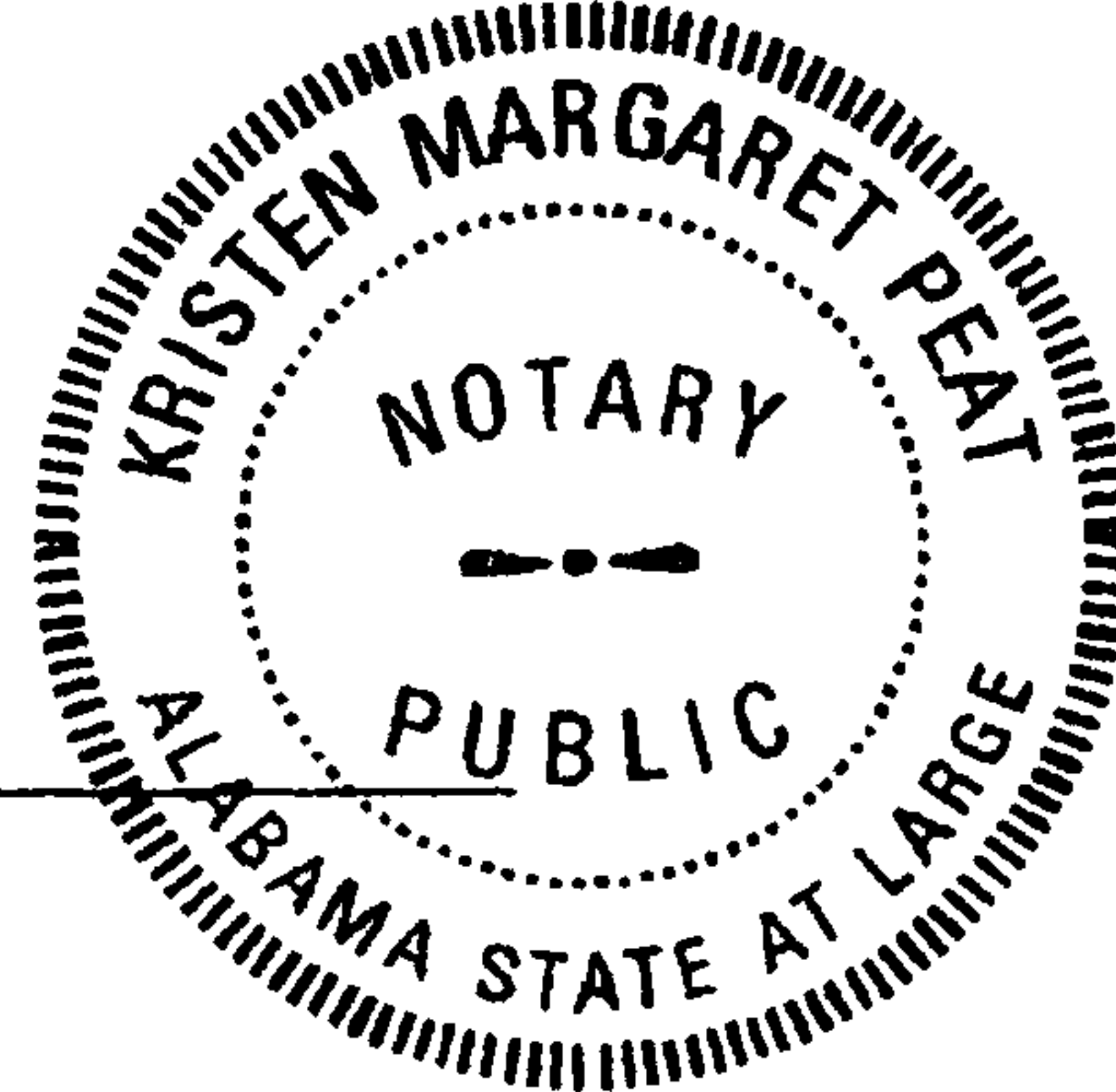


Kristen Margaret Peat
NOTARY PUBLIC

My Commission Expires: July 24, 2010

ACKNOWLEDGEMENT

The undersigned, a notary public in and for the County of Shelby in the State of Alabama, hereby certify that Janet Parenteau, as a Cobblestone Square Homeowners Association, Inc. Board member, and who is known to me, acknowledged before me this day that, being informed of the contents of the conveyance, she, as an officer and with full authority, executed the same voluntarily. Given under my hand and official seal, this 25th day of October, 2006.



Kristen Margaret Peat
NOTARY PUBLIC

My Commission Expires: July 24, 2010