


State of Alabama )  
County of Shelby )

  
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Shelby Cnty Judge of Probate, AL  
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**Declaration of Covenants  
of  
Bent Tree Lane Homeowners Association  
(The "Association")**

Index: Grantee (Association): Bent Tree Lane Homeowners Association  
Grantors (Owners): Bent Tree Lane Development, LLC

**This Declaration of Covenants** is made as of As of October 29, 2019 by the undersigned, being all of the Owners of the Property or interests in the Property described below and who declare for themselves, their successors, heirs and assigns that the Property so described shall be held, transferred, sold, conveyed and occupied subject to and at all times in compliance with (1) the covenants, restrictions, easements, charges and liens hereinafter set forth (sometime hereinafter referred to as the Covenants) and (2) the then current Certificate of Formation and Bylaws of the Association.

**WHEREAS**, the Owners are presently, separately and severally all of the owners of the Property (real property) described as follows or some property interest therein:

Lots 1 through 4 of the "Bent Tree Lane Subdivision" together with any common areas and limited common areas reflected on the Subdivision Plat of "Bent Tree Lane Subdivision" as recorded in the land records for Shelby County on August 19, 2020, and there recorded as instrument 202-0081 900-036-0010.

**WHEREAS**, the Owners/Grantors establish and enforce an agreement which shall run with, and be appurtenant to, the Property and will cover and control (a) the maintenance of the common areas as defined herein and on the referenced Plat, (b) the use of the Property, (c) the existence and operation of the Association and (d) all other aspects of the use and character of the Property as set forth herein.

**NOW, THEREFOR**, in consideration of the reciprocal promises and covenants set forth in this Instrument and referenced in this Instrument, the collective Owners hereby unanimously and reciprocally declare that the Property described on the referenced Plat, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, all of which shall be, construed as, and deemed to be, covenants running with the land and a servitude in and upon the Property and, therefore, shall be binding on and inure to the benefit of all parties having any right, title or interest on the Property, and every one of their heirs, successors and assigns, in perpetuity commencing on the date that this Declaration is recorded.

**Article 1: Definitions.**

“**Association**” shall mean Bent Tree Lane Homeowners Association as created by Certificate of Formation filed as Jefferson County Instrument 2019113368 on October 29, 2019.

“**Board**” shall mean the then existing governing Board of the Association.

“**Development**” shall be synonymous with “Property.”

“**Lot**” shall mean a Lot within the “Development.”

“**Member**” and “**Members**” shall be synonymous with “Owner” and “Owners.”

“**Owner**” and “**Owners**” shall mean the individual or collective Grantees listed above and their successors, heirs and assigns of and to ownership of such lot – i.e. a then current owner of a Lot in the Development.

“**Property**” shall mean the real property described on the referenced Plat.

## **Article 2: Operation of Covenants & Association.**

**2.1 Association.** The Association shall be a not for profit corporation organized and existing pursuant to the laws of the State of Alabama. The Association’s authority as set forth in the current Articles, Bylaws, and Alabama Homeowners’ Association Act shall be a burden on all Property. A copy of the then current Certificate of Formation and Bylaws of the Association are available from the Developer or Association at no cost or nominal copying cost.

**2.2 Priority.** If there is any conflict in the terms and effect of these Covenants and the terms of the Certificate of Formation or the Bylaws of the Homeowners’ Association, then those provisions shall have the following priority for resolving conflicts:

- a. The provisions of the then current Covenants shall be primary and shall control in the event that there is a conflict between the terms of the Covenants and either the Certificate of Formation or Bylaws of the Homeowners’ Association.
- b. If there is a conflict between the terms of the Certificate of Formation of the Association and the Bylaws of the Association, then the terms of the Certificate of Formation shall control.

**2.3 Board.** The Association shall consist of all of the then current Owners and shall act through a Board existing and selected as set forth in this Instrument, the Certificate of Formation and the Bylaws, as the case may be. Except as otherwise stated herein, the Board shall have the ultimate authority to make all decisions concerning the administration of the Association to include the collection of dues, contracting for goods and services, purchasing insurance, expending funds, enforcement of the covenants, bringing, defending and settling claims related to the Covenants and

the Association and any and all other things and matters related thereto. The Board may delegate any and all of these authorities, powers, duties to an Officer of the Association or a Manager or Managers; provided, however, that the Board shall retain the authority to review the decisions of the Officer or Manager and the right to discharge or replace the Manager at all times and the Officer pursuant to the Certificate of Formation and Bylaws. The Manager may not enter into a contract for goods or services for a term in excess of 12 months. The members of the Board shall be free of all liability for their decisions and service except upon a showing of self dealing or fraud by clear and convincing evidence through the same procedure and requirements set forth below in this section for filing suit against the Board. The Association shall fully indemnify the Board Members and Officers to the fullest extent permitted by law for any and all claims or charges in any way associated with the Members' membership and service on the Board. The Board may vote to extend such indemnity to the Manager so long as such vote is held only after the claim or charge in question has been presented. All decisions of the Board of any nature whatsoever shall be final and binding except upon a showing by the Owner/Claimant of self dealing or fraud by clear and convincing evidence before the Circuit Court for Shelby County tried to the bench and not to a jury. The Owner/Claimant may not pursue judicial relief or review unless the Owner/Claimant first posts security with the filing of the complaint in an amount set forth in the Bylaws and with that amount to be reviewed by the Court as soon as possible and thereafter confirmed or modified to be in an amount reasonably calculated by the Court to compensate the Association for its litigation costs and expenses, including attorney's fees, in the event that the Owner/Claimant is unsuccessful in the litigation. If the Clerk of the Court refuses to accept such security (in bond or in cash), then the Owner/Claimant shall file such security with the Association and to be held by the Association's then lawyer in his or her attorney trust account pending order of the Court. An unsuccessful Owner/Claimant agrees to pay the reasonable litigation and expenses, including attorney's fees (including any appeals) of the Association, the Board, Board Members and Officers related to such litigation and computed using the Association Attorney's customary rates subject only to the Court's review for reasonableness. The posting of the security discussed above shall be necessary to invoke the subject matter jurisdiction of any court to any Member/Owner dispute and concerning any matter of the subdivision, covenants or the Association.

**2.4 Amendments.** Unless specifically addressed elsewhere in this Instrument, Amendments to this Declaration shall be memorialized and recorded upon an affirmative vote of 66% of all Votes (as opposed to 66% of a quorum) as defined in the Bylaws. Notwithstanding the foregoing, scrivener's errors or omissions in this Instrument or the recorded Plat may be corrected by the filing of a "Corrected Declaration" or scrivener's affidavit and signed only by the Scrivener under oath.

**2.5 Dues & Liens.** The Association, through the Board shall maintain a budget and an FDIC insured bank account at a banking location in Shelby County, Alabama with sufficient reserves for the Association's routine activities. The Board shall set all Annual and Special Dues and Assessments as authorized in the Bylaws. All sums due and owing from an Owner/Lot under this Covenant shall become a lien on the Lot of the Owner assessed with that charge upon written notice of the nature and extent of that charge from the Association to the Owner. If any charges are not paid by any Owner to the Association within thirty (30) days of receipt of written notice of the nature



and extent of said charges, then the Association shall have the right to judicially foreclose on the property embraced by this Covenant and owned by the Owner who is at that time in default. In that proceeding to foreclose, there shall be no defenses whatsoever available to the Owner/Defendant except proof of payment. Any attack on the validity of the assessment must be brought by the Owner/Defendant in a separate proceeding. The amount due from the Owner shall include all costs of any nature whatsoever of the foreclosure process to include attorneys fees and litigation expenses.


**2.6 Adverse Possession and Partition.** The Owners hereby (a) waive the right of adverse possession as coterminous landowners and, therefore, agree to acknowledge and abide by the surveyed lines of the subdivision plat and (b) waive the right of partition as to any common area.

**2.7 Severability.** Invalidation of any provision or provisions hereof by judgment or Court order shall in no way affect any of the provisions of this Agreement, all of which shall remain in full force and effect.

### **Article 3: Protective Covenants.**

#### **3.1 Construction Matters.**


- a. All homes shall be single family residences and shall contain not less than 1,600 square feet of centrally heated and cooled living area excluding basements. No home shall exceed 10,000 square feet of living area excluding basements. A majority of the Board may grant a variance for a lesser or greater amount of square feet.
- b. Common Areas, Roadways, Common Drives and the Individual Driveways extending from the foregoing to the actual lot lines that are reflected on the Plat shall be common areas owned by the Developer until conveyed to the Homeowners Association. No roadways, driveways or access shall be constructed in the Development except as reflected on the Plat, unless first approved by a majority of the Board.
- c. No trees over 19 inches in circumference measured at 4 feet above the ground and located more than 10 feet from the proposed home site shall be cut or removed unless a majority of the Board shall have first approved the removal of such tree. Generally, tree removals are permitted to the extent necessary to remove safety hazards, diseased trees or to permit septic fields or other similar health related activities or installations.
- d. No clearing or construction on any Lot may commence until after a majority of the Board has issued a preliminary approval of a building plan. The Building Plan will include a clearing plan, fence plan, location of the driveway including dimensions and materials, preliminary conceptual drawings of the structure(s) and a color rendition of the proposed structure(s). Prior to Building Plan approval, any site clearing for access or design shall be done in accordance with subsection 3.1.c.

  
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- e. The Developer may subdivide and resurvey unsold Lots and Property at any time prior to the sale of all Lots so long as the foregoing does not result in a Lot that is less than one acre in size. Developer may add land and Lots to the Development at any time prior to the sale of all Property in the Development. In addition to the foregoing, Developer may add to the Development during the 99 years following the date of the execution of this Instrument any land contiguous with the then current subdivision and resulting in residential lots of not less than one acre.
- f. Developer may use the platted roadways and the common driveways (Common Areas and Ingress, Egress, Utility and or Trail easements or right of ways) to provide access (a) to any additional land added to the Development or Lots created by subdivision or resurvey and (b) to any land contiguous to the Land embraced by these Covenants so long as such land is vacant or developed for single family residential use and being at least one acre in lot size.
- g. Fences may only be erected after first obtaining approval from a majority of the Board for the fence in question.
- h. Every structure for human habitation must be served solely with "City Water" and shall have no alternate source of potable water.

**3.2 Permitted Activities.** Each dwelling shall be used for private residential use and, therefore, an Owner/Occupier *may*:

- a. Maintain a personal or professional library in his or her dwelling;
- b. Keep professional or business records or accounts in his or her dwelling;
- c. Handle personal business or professional telephone calls or correspondence in his or her dwelling;
- d. Perform basic routine maintenance of a vehicle outside of the dwelling so long as the activity can and is completed in 24 hours;
- e. Perform automobile work of any extent so long as it is performed inside the enclosed garage of the dwelling and not for profit;
- f. Keep and maintain ordinary domestic pets. Pet owners are responsible for cleaning where their pets foul in the common areas (sidewalks, streets, etc.) or adjacent properties. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately. Failure to clean up after a pet shall subject the Owner to a fine assessed by a majority of the Board;

  
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- g. A household may maintain up to five (5) chickens or other similar fowl for personal use so long as the smell and sound of the animals is controlled so as not to disturb in any way any of the other Owners/Occupiers;
- h. Maintain residential grade satellite dishes and antennae;
- j. Fly flags of the United States of America, any of the several States of the Union, and any subdivision of the United States Military so long as the longest dimension does not exceed 8 feet;
- k. Fly flags of other countries, the flags of any university or similar institution of learning and the flags of any professional sports teams so long as (a) the duration of display does not exceed one calendar week and (b) the longest dimension does not exceed 8 feet.
- l. Reasonable seasonal decorations which may not be erected more than 30 calendar days prior to the date of the holiday or event made the focal point of the decoration and must be removed within 15 days of such date. For example, Christmas decorations may not be erected prior to November 25 and must be removed by January 9.
- m. For sale and for rent signs may be placed at the entrance of the Development and adjacent to the driveway of the Lot in question.
- n. RVs (Recreational Vehicles) may be maintained (parked) in the Development only if the vehicle cannot be seen from the primary roadways. RVs parked in the Development may not be used for habitation for more than 30 continuous days. Moreover, no such vehicles are permitted on any Lot until the construction of the Residence on that Lot is complete and a certificate of occupancy has been issued for that structure.

**3.3 Prohibited Activities.** The Property shall not be used for any non-residential use and, therefore, an Owner/Occupier *may not* conduct, maintain or permit on the Property:

- a. Any unlawful, immoral, noxious or offensive activities or any other activity which shall constitute a nuisance or which shall cause unreasonable noise, odors, light or other disturbance to others in the neighborhood;
- b. Any trailers designed for human occupation or any mobile homes;
- c. Any vehicles placed on blocks, jacks or otherwise maintained in an inoperable state for more than 24 hours;
- d. Any junk cars;
- e. Any commercial automotive or other mechanical activity;



- f. Any stray animals or activities or conditions that attract stray animals;
- g. Any dogs that are not either (1) under direct owner supervision, (2) on a leash, (3) fenced or (4) otherwise affirmatively restrained to the Owner/Occupier's Lot;
- h. Commercial satellite dishes or antennae;
- I. Any signs, banners, flags or billboards of any nature whatsoever and not specifically permitted above. This precludes Owners from placing any political campaign or social issue signs on the Property;
- j. Natural resource drilling, development, refining, quarrying or mining operations of any kind;
- k. Any dumping or collection sites of any nature or any size. Notwithstanding the foregoing, an Owner/Occupier may maintain a "compost" in the back yard which is shielded from the view of all other Lots and is no larger in size than is necessary for residential gardening on that Lot;
- l. Any parking of a vehicle in the road or anywhere else other than in garages or driveways for more than 24 hours;
- m. Any temporary structures of any nature whatsoever, except, however, temporary event structures are permitted for not more than 7 consecutive calendar days;
- n. Any wells or pumping stations of any size whatsoever unless the structures' only source of potable water is "City Water;"
- o. Any livestock, except chickens for personal use discussed above and pets consistent with the norms of the community as determined by the Board. Moreover, horses are permitted on any Lot in excess of 3 acres in size;
- p. Any agricultural use except a vegetable garden for personal use.
- q. Any hunting.
- r. Any commercial or business use other than a home office for an activity that does not involve any clients or customers coming into the Development.
- s. Any Kennels.
- t. Any for sale or for rent signs other than at the entrance of the Development (i.e. outside the entrance to the Development).

If any of the items or activities prohibited above are maintained on the Property, then the Board, may, no sooner than 48 hours after posting written notice of the violation on the door of the Owner's dwelling of such violation, take any such actions as it deems necessary or desirable to remove the offending item and dispose of it or otherwise correct the offending condition. If there is no Residence on the Lot, then the Board shall send Notice to the last known address of the Owner by regular first class U.S. Mail with delivery presumed after three (3) days of scheduled mail service. The Board shall immediately charge and collect the actual cost of such removal or correction to the Owner in the same manner as regular Dues. The Owners responsible for the violation or owning the Lot in question shall defend, indemnify and hold harmless the Association and any members of the Board or acting at the direction of the Board of and from any liability of any nature whatsoever and related to the Association's removal or correction of the offending item or condition.

**3.4 Owner's Maintenance Covenant.** Each Owner shall keep its Lot and the improvements thereon in good order and repair including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management.

**3.5 Common Area Roadways – Paving & Maintenance.** The Association shall be responsible for maintaining the roadways located within the Common Areas of the Property and, therefore, the Association shall establish reasonable reserves the periodic resealing (and, to the extent necessary and desirable, restriping) of the surface of the asphalt roadways located in the Common Areas of the Property as well as the periodic resurfacing of the asphalt roadways within the Common Areas of the Property.

#### **Article 4: Dispute Resolution.**

**4.1 Dispute Resolution.** The decisions of the Board and/or the Association, as the case may be, are final and binding on all Owners and Members pursuant to Section 2.3 of this Instrument.

[Signatures Follow on Next Page]



**IN WITNESS WHEREOF**, this Declaration of Protective Covenants has been executed by the following interested parties being all parties interested in the land described herein and being effective the date first set forth above.



\_\_\_\_\_  
Bent Tree Lane Homeowners Association, Inc.  
By: Cooper F. Johnson, its President



\_\_\_\_\_  
Bent Tree Lane Development, LLC  
By: Cooper F. Johnson, its Manager

**State of Alabama; County of Jefferson: I, the Undersigned Authority**, a Notary Public in and for said county, hereby certify that Cooper F. Johnson, in his official capacity as President of Bent Creek Lane Homeowners Association, Inc. and in his official capacity as Manager of Bent Tree Lane Development, LLC, and whose name is signed to the foregoing instrument in those official capacities, and who is known to me, acknowledged before me on this day that being informed of the contents of the said instrument, he executed the same voluntarily and as the act of said organizations on this day. **Given Under My Hand**, on 15 Sep 2020

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**DAVID C SKINNER**  
NOTARY PUBLIC, ALABAMA STATE AT LARGE  
MY COMMISSION EXPIRES NOV. 15, 2022



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