



## City of Hoover Stormwater Management Program MAINTENANCE AGREEMENT AND COVENANT

This Maintenance Agreement and Covenant ("Covenant"), is made and entered into this 12th day February, 2024, by Cahaba Pointe, LLC, an Alabama limited liability company, hereinafter called the "Lot 4 Owner".

WHEREAS, the Lot 4 Owner is the owner of certain real property described as "Lot 4, according to the Survey of Cahaba Pointe Plat No. 2, as recorded in Plat Book 58, page 71, in the Probate Office of Shelby County, Alabama," hereinafter called "Lot 4".

WHEREAS, pursuant to that Declaration of Covenants, Conditions and Restrictions recorded December 21, 2023 in Instrument Number 20231221000367200 (the "Declaration"), the Lot 4 Owner has certain obligations with respect to the stormwater facilities serving both Lot 4 and that certain real property described as "Lots 1-3, according to the Survey of Cahaba Pointe Plat No. 2, as recorded in Plat Book 58, page 71, in the Probate Office of Shelby County, Alabama," hereinafter called collectively with Lot 4, the "Property".

WHEREAS, the Lot 4 Owner is proceeding to or has made improvements on the Property; and

WHEREAS, the Stormwater Management Plan/Site Plan/Subdivision Plan known as Best Management Practices Plan for Cahaba Pointe prepared by Gonzalez-Strength & Associates (hereinafter called the "Plan") which is expressly incorporated herein by reference, as approved by the City Engineer, provides for the construction, inspection, and maintenance of stormwater facilities quantity and/or quality, BMPs, and improvements within the confines of the Property; and

WHEREAS, in accordance with and in addition to obligations under the Declaration, the City requires that on-site stormwater facilities quantity and/or quality, BMPs, and improvements, hereinafter called "stormwater practices", as shown on the Plan be constructed, inspected, and adequately perpetually maintained by the Lot 4 Owner, its successors and/or assigns; and

WHEREAS, the Lot 4 Owner on behalf of itself and its successors and/or assigns, understands that the execution and adherence to the provisions of this Covenant is a condition precedent to the City's permitting, and/or approving the Site Plan, Stormwater Management Plan, and/or Subdivision Plan for the Property and the development located thereon.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants contained herein, and the following terms, conditions, the Lo 4 Owner, for itself, its successors and assigns (including any homeowners' association), covenants, and agrees as follows:

1. The on-site stormwater facilities, BMPs, and, improvements on the Property shall be constructed, operated, inspected, and maintained by the Lot 4 Owner, its successors and assigns, in accordance with (i) the approved Plan and specifications identified in the Plan, (ii) state and federal requirements, (iii) the City of Hoover Stormwater Management Ordinance, as the same may be amended from time to time, and (iv) the City of Hoover's Stormwater Design Standards Manual, and (iv) any and all other applicable City Ordinances.

2. The map included in this Covenant as Exhibit A accurately shows the location and correctly identifies the type of every storm water practice and facilities located on the Property.
3. Adequate maintenance required by this Covenant shall include, but is not limited to, corrective maintenance as described on/in the approved Plan and/or as described in the City of Hoover Stormwater Design Standards Manual for all stormwater facilities, BMPs, and improvements intended to manage and/or control stormwater on the Property, with such facilities, BMPs, and improvements to expressly include, but not be limited to, pipes, drainage structures, ditches, swales, vegetation, berms, detention ponds, retention ponds, underground detention systems, hydrodynamic separators, water quality devices, bio retention areas, outlet structures, maintenance shelf(s) and access roads, and any other improvement associated with stormwater on the Property, but excluding any such improvements located on, under, or within any publicly owned or dedicated right-of-way in which the state or county has accepted maintenance of the roadways and/or drainage facilities. Adequate maintenance is herein defined as keeping such stormwater facilities, BMPs, and improvements in good working conditions such that they satisfactorily perform their intended design functions.
4. The Lot 4 Owner and/or person in possession of the Property are prohibited from removing, relocating, or modifying the storm water practices located on the Property without prior written approval from the City. The City approval may require preparation and submittal of a new Plan. Modifications to stormwater practices made as part of routine or remedial maintenance are allowed without prior written City approval, provided said modifications are in keeping with the City's Stormwater Design Standards Manual and do not result in a reduction or modification of the practice as designed in the approved Plan.
5. A significant alteration(s) of a stormwater practice addressed by this Covenant from its as-constructed condition or a relocation(s) of a stormwater practice addressed by this Covenant are prohibited without prior written approval by the City. Such alteration(s) and/or relocation(s) may require a new stormwater permit and Covenant.
6. The Lot 4 Owner, its successors and assigns, shall annually inspect the stormwater practices as described on/in the approved Plan and/or as described in the City of Hoover Stormwater Design Standards Manual to assure the safe and proper functioning of the stormwater practices located on the Property according to the Plan. This inspection shall be performed by and documented by a professional engineer licensed in the State of Alabama on a form to be obtained by the Lot 4 Owner from the City of Hoover's Engineering Department. Any deficiencies found during the inspection shall be noted on the inspection form. Said form(s) shall be returned to the City, by October 1 of each year for review and approval. All deficiencies identified during such inspections shall be repaired as necessary at the Lot 4 Owner's/successor's/assign's expense. Upon review of the completed form, the City may require that a detailed repair plan be prepared by a professional engineer, licensed in the State of Alabama to correct any deficiencies.
7. The Lot 4 Owner, its successors and assigns (including any homeowners' association), hereby grants permission to the City, its authorized agents, representatives, and/or employees, to enter upon the Property to inspect the stormwater practices as deemed necessary by the City in order to (i) investigate or inspect any reported or suspected deficiencies in the stormwater practices on the Property, (ii) respond to or investigate citizens' complaints relating to the management or control of stormwater on the Property, or (iii) for any other purpose deemed necessary by the City. The



City shall provide the Lot 4 Owner, its successors and assigns, with a written copy of any inspection findings, as well as a directive to commence with any required repairs upon request. To the extent that the City does not agree with or to the contemplated repairs proposed by the Lot 4 Owner/successors/assigns, the City may submit an alternate repair plan to the Lot 4 Owner's/successors/assigns or require the Lot 4 Owner's/successors/assigns to submit a detailed repair plan prepared by a professional engineer, licensed in the State of Alabama.

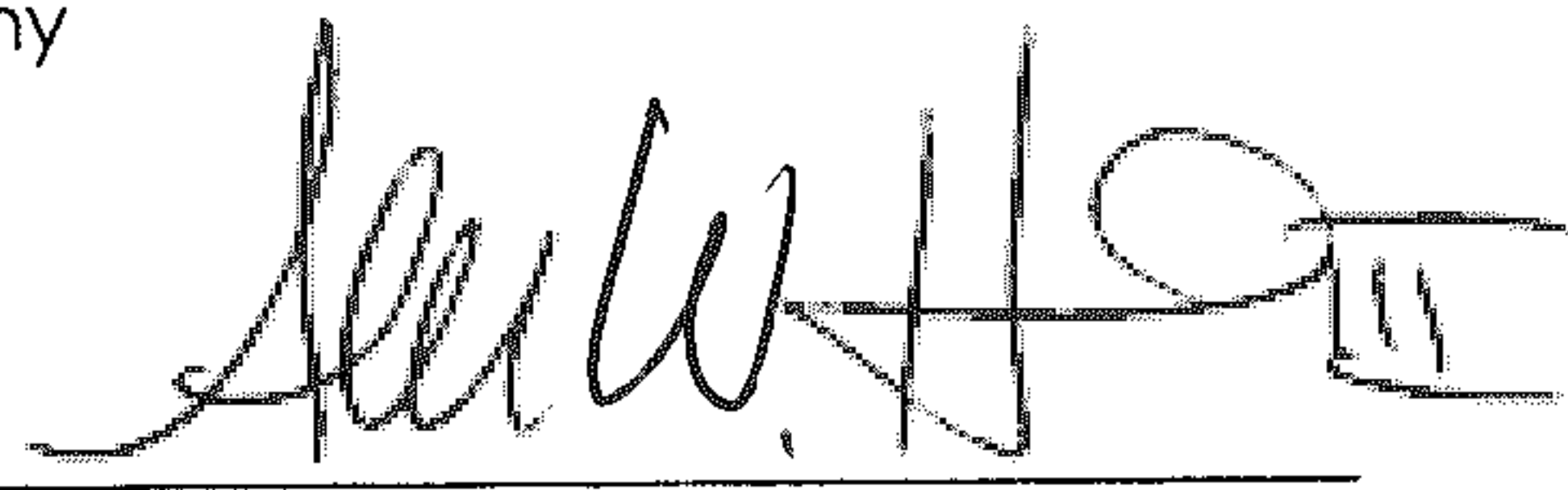
8. In the event the Lot 4 Owner, its successors and assigns (including homeowners' association), fails to inspect or to maintain the stormwater practices on the Property in good working condition acceptable to the City, or fails to make repairs as specified in the inspection report within a reasonable time frame as established by the City (with such time frame not to be shorter than thirty (30) days), the City may enter upon the Property and take any and all action necessary to correct deficiencies identified in the inspection report. The Lot 4 Owner, its successors and assigns, shall be responsible for any and all expenses incurred by the City in taking such corrective action. The cost of such inspection and/or repairs shall constitute a lien, in favor of the City, enforceable against the Lot 4 Owner, its successor and assigns, as provided in the City of Hoover Stormwater Management Ordinance. This provision shall not be construed to allow the City to erect any structure of a permanent nature on Property other than as expressly provided herein. It is expressly understood and agreed that this Covenant imposes no obligation or responsibility on the City to routinely inspect and/or to maintain or repair any stormwater practices located on the Property.
9. This Covenant shall impose no liability on the City with respect to the inspection, maintenance, or repair of any stormwater practices on the Property, nor does the City assume an obligation or duty to undertake or perform any action allowed for, or permitted by, this Covenant. The Lot 4 Owner, its successors and assigns (including any homeowners' association), further agree to indemnify and hold the City harmless from any liability arising out of the management, operation, maintenance, or failure of any stormwater practices subject to this Covenant.
10. This Covenant shall be recorded in the public records of the county in which the Property sits, and shall constitute a perpetual covenant running with Lot 4, and shall be binding on the Lot 4 Owner, its successors and assigns until such time it is lawfully modified or released.

*[Signature page to follow.]*

IN WITNESS WHEREOF, the Lot 4 Owner has hereunto set his/her/its hand and seal on the date set forth below.

**LOT 4 OWNER:**

CAHABA POINTE, LLC, an Alabama limited liability company

By: 

Name: Allen W. Hawkins, III

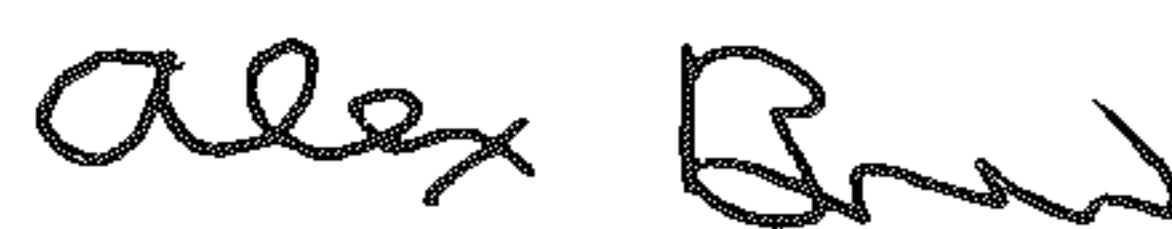
Title: Authorized Signatory

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Allen W. Hawkins, III, the Authorized Member of Cahaba Pointe, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such authorized person and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 9<sup>th</sup> day of February, 2024.



Notary Public

[AFFIX SEAL]

My commission expires: 11/6/2027

This instrument prepared by:

Baker Findley

Maynard Nexsen PC

1901 Sixth Avenue North, Suite 2400

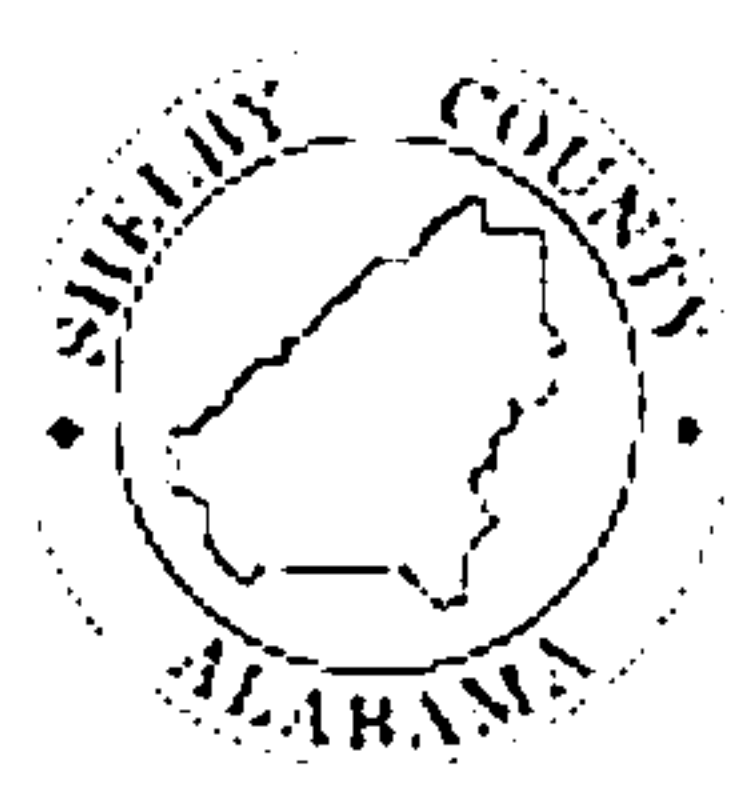
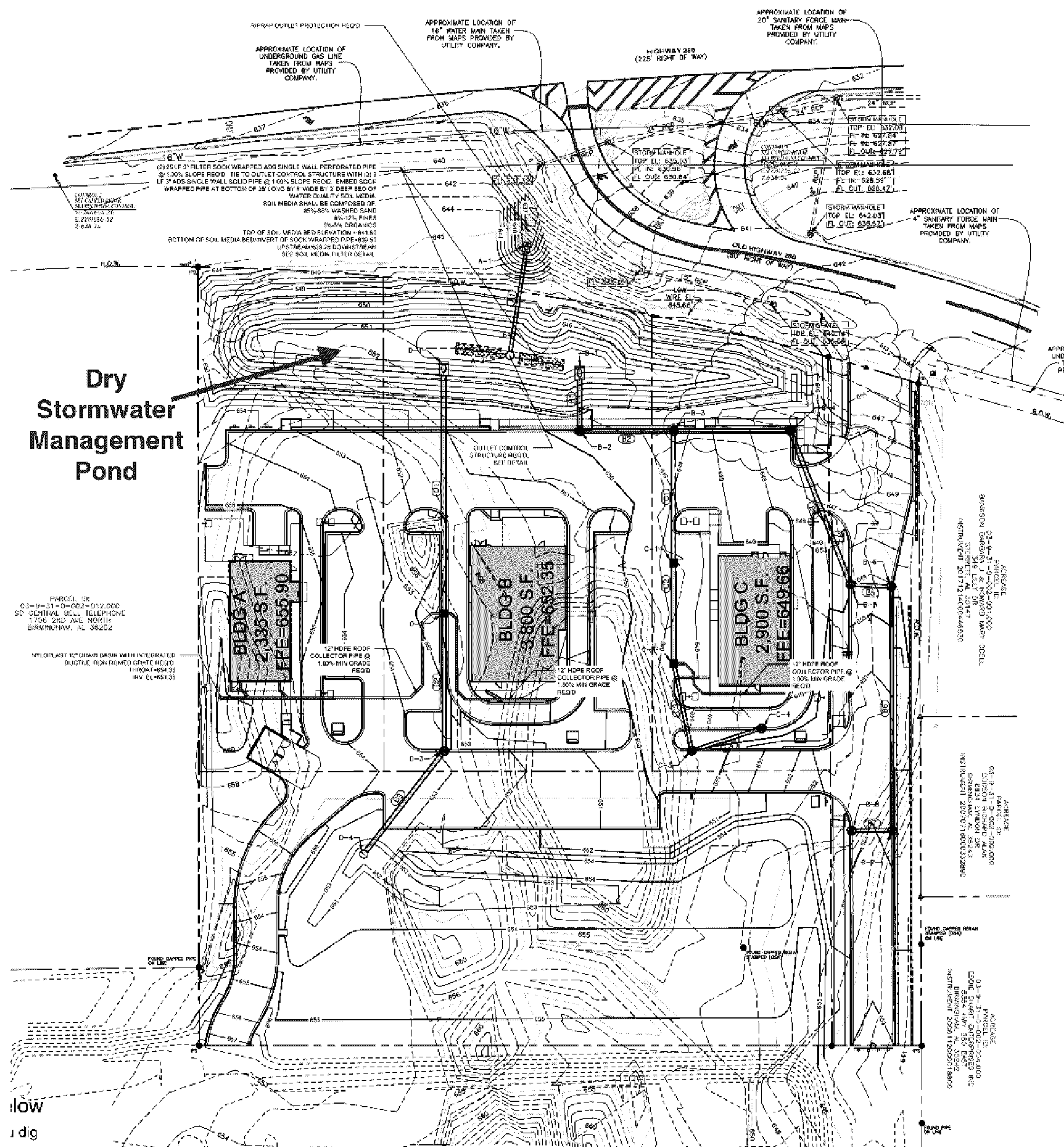
Birmingham, Alabama 35203-2602

(205) 254-1000

**Exhibit A**

*Map with Location and Types of  
Stormwater Practice and Facilities on Property  
[Attached]*





Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 02/13/2024 08:37:20 AM  
 \$37.00 JOANN  
 20240213000036010

*Allen S. Bayl*