

**Declaration of Protective Covenants and Restrictions  
of Stratford Place**

*July 18, 2004*  
**THIS DECLARATION**, made this (the approval date will be put here) by the property owners of that real property referred to as Stratford Place and so platted in the public records of Shelby County, Alabama, who declare that all such property is and shall be held, transferred, sold, conveyed and occupied subject to the protective covenants and restrictions, easements, charges and liens (referred to hereinafter as "covenants and restrictions") hereinafter set forth.

This declaration supersedes and replaces the Declaration of Protective Covenants originally made and recorded of Phase I thru V by:

- Phase I - by Stratford Place Development, Inc. on 5-26-1988, recorded in Book 186, pages 194-204
- Phase II - by Stratford Place Development, Inc. on 9-16-1988, recorded in Book 204, pages 776-785
- Phase III - by Stratford Place Development, Inc. and Ken Lokey Homes, Inc. recorded in Book 252, pages 269-280
- Phase IV - by Stratford Place Development, Inc. on 11-27-1990 recorded in Book 319, pages 643-655
- Phase V - by Savannah Development, Inc. on 11-6-1991 recorded in Book 372, pages 28-29

**WHEREAS**, Stratford Place, (herein referred to as "Subdivision") consisting of all lots and structures within the land located in Shelby County, Alabama as shown by map and plat recorded in Map Book 11 page 124, Map Book 12, page 91, Map Book 13, page 67, Map Book 14, page 69, and Map Book 15, page 81, in the Office of the Judge of Probate of Shelby County.

**WHEREAS**, all of the owners of real property in the Subdivision choose to maintain a high property value for all property in the subdivision and to maintain all property in such a manner as to enhance the beauty and atmosphere of the Subdivision.

**WHEREAS**, all owners desire to subject said property and each lot to and impose upon such land and lots mutual and beneficial restrictions, covenants, terms, conditions and limitations (herein referred to collectively as "protective covenants") for the benefit of all property owners in said Subdivision, the future owners and any other party as may be specified herein.

**NOW, THEREFORE**, be it resolved that Stratford Place property owners here by proclaim, publish and declare that all of the properties in the said Subdivision are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following restrictions and covenants, which shall run with the land and shall be binding upon all Stratford Place property owners and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such restrictions and covenants.

**ARTICLE I  
DEFINITIONS**

**Section 1.1.1** The following words, when used in this declaration (unless the context shall prohibit), shall have the following meanings:

- A. "Association" or "Property" shall mean and refer to Stratford Place Homeowners Association, Inc., an Alabama corporation not for profit. This is the Declaration of Protective Covenants and Restrictions to which the Articles of Incorporation (the "articles") and By-Laws (the "By-laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and are made a part hereof as Exhibits A and B respectively.
- B. "Lot" shall mean and refer to any lot or other parcel in Stratford Place together with and all improvements, and residential structures thereon, platted in the public records of Shelby County, Alabama.
- C. "Owner" shall mean and refer the record owner, whether one or more persons or entities, of the fee simple title to any lot, which is part of Stratford Place.
- D. "Quorum" shall be the numbers of Homeowners that must be present in person or by proxy at any meeting of the Stratford Place Homeowners Association before any legal and binding business may be conducted or voted on.

- E. "Common Area" shall mean and refer to all real and/or personal property which the Association owns, or in which the Association has an interest (whether or not said real and/or personal property is within the boundaries of Stratford Place); including, with out limitation, a right of use for the common use of the members of the Association. The "Common Area" includes but is not limited to the entrance way, the boundary fence along State Road 261, the park and pavilion area, the railroad tie banks along the southern boundary of the Subdivision and alleyways, the privacy fences around two pumping stations and all areas which are set up as private access easements, as depicted on the recorded plats.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION**

**Section 2.1.1** The real property which is and shall be held, transferred, sold, conveyed, occupied, rented, used, hypothecated or encumbered within or upon the property legally described as:

All of Stratford Place, Phases I, II, III, IV, and V, according to the maps and plats recorded in Map Book 11 page 124, Map Book 12, page 91, Map Book 13, page 67, Map Book 14, page 69, and Map Book 15, page 81, in the Office of the Judge of Probate of Shelby County.

## **ARTICLE III MUTUALITY OF BENEFIT AND OBLIGATION**

**Section 3.1.1** The restrictions, covenants and agreements set forth hereinafter made are for the mutual and reciprocal benefit of each and every property owner and lot in the Subdivision and are intended to create mutual and equitable servitude upon each of said property owners in favor of each and all other property owners and lots therein: to create reciprocal rights between the respective property owners of all lots; and to create a privity of contract and estate between the grantee of said lots, their heirs, successors and assigns.

## **ARTICLE IV DESIGN CRITERIA OF HOMES**

**Section 4.1.1** It is the intent to have Stratford Place generally present a traditional style of architecture. The following is a listing of the types of exterior material that are suggested, as well as certain restrictions, which apply to all residences:

- A. Brick
- B. Stone
- C. Synthetic stucco
- D. Painted wood or hardboard siding
- E. Aluminum/vinyl siding
- F. Natural colored asphalt shingles, slate or steel
- G. Paint in soft tones (which shall not included any high gloss finishes or very bright colors)
- H. You may not place materials on the sides and back of residences that are not harmonious in color and design with the front elevation
- I. No window air-conditioners shall be permitted on the front of any home
- J. No radio and TV antennas shall be installed which are visible from the street. Satellite dishes, not to exceed 18" shall be permitted.
- K. All vents protruding from the roof shall be painted the same color as the roof covering
- L. Swimming pools and hot tubs shall be permitted but must be properly fenced for safety concerns. They must be installed in the back yard, and may not be visible from the street.
- M. 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.
- N. 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.
- O. No house shall have exterior block walls covered with stucco paint or masonry paint.
- P. No chain link or sheet metal fences shall be permitted and no fencing is permitted in front yards.

**ARTICLE V**  
**EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

**Section 5.1.1** All lots in Stratford Place shall remain as residential lots and be used only for single-family residential purposes, and no lot shall be subdivided.

**Section 5.1.2** No more than a single-family unit shall occupy any dwelling home. Detached auxiliary buildings are not permitted.

**ARTICLE VI**  
**GENERAL PROHIBITIONS AND REQUIREMENTS**

**Section 6.1.1** 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 6.2.1** 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 a manner to prevent them from becoming unsightly by reason of unattractive growth on such lot or the accumulation of rubbish or debris thereon. All front lawns shall be maintained in grass and be kept in mowed and edged condition.

**Section 6.3.1** No trash, garbage or other waste shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary garbage containers. Garbage containers shall be kept in clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material so as not to be visible from any road or street.

**Section 6.4.1** Any dwelling or other structure on any lot in the subdivision, which may be destroyed in part for any reason, must be rebuilt within one (1) year. All debris must be removed and the lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

**Section 6.5.1** All signs or advertising structures of any kind are prohibited except one professional sign of not more than six (6) square feet to advertise the property for sale.

**Section 6.6.1** 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. All pets shall be kept on leashes when outside the residence. Any persons walking pets shall be responsible for picking up any feces their pet leaves. If there is a disturbance of the peace by barking dogs, it is the responsibility of the dog owner and corrective measures are to be taken to resolve the barking problem.

**Section 6.7.1** No noxious, offensive or illegal activity shall be carried on or upon any lot nor shall anything be done on any lot, which may become an annoyance or nuisance to the neighborhood. No commercial activity shall be carried on any lot.

**Section 6.8.1** 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 6.9.1** The homeowners shall not park their car, truck, boat, trailer, camper, or similar equipment or vehicle overnight on the street. Vehicles of guests may be parked on the street for a reasonable period of time. Owner's personal vehicles must be parked in a garage or driveway and not on any road, yard, or sidewalk in the subdivision. Exceptions to this covenant must be applied for and approved by the board.

**Section 6.10.1** There shall be no discharging of any type of firearm or other weapon in the Subdivision or any surrounding area.

## **ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL**

**Section 7.1.1** The Architectural Control Committee shall be composed of the Officers and Board of Directors of the Stratford Place Homeowners' Association. A majority of the Committee may designate a representative to act for it. Neither the members of the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

**Section 7.2.1** Any remodeling, reconstruction, alteration, 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.

**Section 7.3.1** Any remodeling, reconstruction, alterations, or additions to the exterior of any existing residence shall require the written approval of the Committee. Plans and specifications shall be submitted to the Committee. The Committee shall not withhold approval unless the plans and specifications do not comply with all restrictions and covenants.

**Section 7.4.1** Neither the Committee nor any architect or agent thereof shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with all restrictions and covenants contained in this document, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that 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, remodeling, reconstruction, alterations or additions to any residence.

## **ARTICLE VIII HOMEOWNER'S ASSOCIATION**

**Section 8.1.1** Every homeowner in Stratford Place Subdivision shall be a member of the Stratford Place Homeowner's Association.

**Section 8.2.1** The Homeowner's Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than (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.

**Section 8.3.1** A quorum shall consist of 20% of the homeowners (35).

## **ARTICLE IX COVENANT FOR MAINTENANCE ASSESSMENT**

**Section 9.1.1** The owner of each lot owned in the Stratford Place Subdivision, hereby covenants by acceptance of a deed on the purchase of a lot/home and is deemed to covenant and agree to pay the Homeowner's Association: 1) Annual assessment or charges and 2) special assessments for capital improvements. Such assessments/dues to be established and collected as hereinafter provided. Such assessments/dues, together with interest, all costs and reasonable attorney's fees shall be the personal obligation 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-her successors in title unless expressly assumed by them.

**Section 9.2.1** Purpose of Assessments: The assessment levied by the Homeowner's Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the subdivision and for the maintenance and

improvement of the entrance way, landscaping, park and pavilion, and all other common areas, also access easements within the subdivision.

**Section 9.3.1** The annual assessment shall become due and payable on January 1<sup>st</sup> of each year. The annual assessment shall be One Hundred Twenty and no/100 Dollars (\$120.00) per lot. The annual assessment may be increased each year, but not more than five percent (5%) of the previous year's assessment without a vote of the Stratford Place Homeowner's Association. The Board of Directors may fix the annual assessment in an amount not to exceed the maximum allowed annual percentage increase. Should an extraordinary assessment be necessary and should such assessment be greater than that provided herein, such assessment must be approved by a vote of the membership of the association, the number of votes required to approve such an assessment as hereinafter provided.

**Section 9.4.1** 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 assent and approval by a vote of the membership of the association, the number of votes required approve such an assessment as hereinafter provided.

**Section 9.5.1** Both annual and special assessments must be fixed at a uniform rate for all lots and shall be collected on an annual basis. Any special assessments are due and payable at the time they are approved.

**Section 9.6.1** The Board of Directors of the association shall fix the amount of the annual assessment against each lot at least thirty (30) days prior to each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be January 1<sup>st</sup> of each year.

**Section 9.7.1** 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 the status of the assessments on a lot is binding upon the association as of the date of its issuance.

**Section 9.8.1** 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 (8%) per annum. The association may file a lien against the property if any assessment is not paid within 30 days of the due date of such assessment or bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property if any assessment is not paid. This lien may only be foreclosed by the association upon the sale of the property by the owner of the nonpayment of assessment for two (2) consecutive years. No owner may waive or otherwise escape liability for the assessment provided herein. Failure to act within the above deadlines shall not void the association's rights to bring an action at law or foreclose at a later date.

**Section 9.9.1** 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. No sale or transfer shall release such lot from liability for any assessment thereafter becoming due or from the lien thereof.

## **ARTICLE X EASEMENTS**

**Section 10.1.1** Drainage flow shall not be obstructed or diverted from drain ways, 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. The association may cut drain ways for surface water whenever and wherever such action may appear to it to be necessary in order to maintain reasonable standards of health, safety 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 the association.

## **ARTICLE XI TERM AND MODIFICATION**

**Section 11.1.1** The protective covenants and restrictions shall run with the land and can be changed, modified, amended, altered, or terminated by a duly recorded written instrument, executed by the association. Any such changes, modifications, alterations or terminations may only be done by a written vote of the membership of the association. It shall require a fifty percent (50%) plus one (1) majority of the property owners to approve any such changes, modifications, alterations or terminations.

## **ARTICLE XII ACCEPTANCE**

**Section 12.1.1** The grantee of any lot subject to the coverage of these protective covenants and restrictions, by acceptance of the deed or other instrument conveying an interest in or title to the lot shall accept such deed or other contract or document upon and subject to each and all of these protective covenants and restrictions and the agreements therein contained.

## **ARTICLE XIII SEVERABILITY**

**Section 13.1.1** Every one of the protective covenants and restrictions is hereby declared to be independent of, and severable from the rest of the protective covenants and restrictions, and of and from every other combination of the protective covenants and restrictions. Invalidation by the court of any protective covenant or restriction in this instrument shall in no way affect any of the other protective covenants or restrictions which shall remain in full force and effect.

## **ARTICLE XIV CAPTIONS**

**Section 14.1.1** The captions preceding the various paragraphs and subparagraphs of these protective covenants and 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 protective covenants or restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to apply to the plural and the masculine form shall be taken to apply to the feminine or the neuter.

## **ARTICLE XV ENFORCEMENT**

**Section 15.1.1** In the event of a breach or violation of any of these protective covenants and restrictions or any amendments thereto by any property owner, family of such owner or renter/lessee of an owner's property, are agent of such owner: the Stratford Place Homeowner's Association, through its officers and board of directors or any other party to whose benefit these protective covenants and restrictions inure, shall have the right and duty to proceed at law or in equity or any other reasonable means, whether or not the legal actions or reasonable means are spelled out in these protective covenants and restrictions to compel compliance with all terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time to such legal remedy as it may deem appropriate. No delay or failure on the part of an aggrieved party to evoke an 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 or the occurrence of a different violation. The Stratford Place Homeowner's Association shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these protective covenants and restrictions or amendments thereto.

Any property owner, renter/lessee of an owner's property, or agent of such owner who feels any of the covenants have been violated by a property owner, renter/lessee of an owners property or agent of such owner shall submit in writing to

the then President what they feel is a violation to these covenants. The Board of Directors shall then review the letter and make a determination as to whether a covenant has actually been violated. If the Board of Directors feels a covenant has been violated, a letter shall be written to the violator advising them of the covenant which has been violated and how they are in violation of said covenant. If nothing has been done at the end of thirty (30) days then a second letter will be sent to the violator stating the remedies that will be taken by the board at the end of a second thirty (30) day period. It will not be necessary for the Board of Directors to send any further notices to the violator, but may then take action to correct the violation and bill the violator for any cost incurred. If the bill goes unpaid, then the Board of Directors shall file a lien against said property for the amount incurred to correct the violation plus any legal costs, filing fees and attorney fees.

**Section 15.2.1** Each and every property owner and future property owner, in accepting a deed or contract for any property or properties in Stratford Place agrees to adhere to these protective covenants and restrictions governing Stratford Place Subdivision. If said owner(s) does not adhere to said protective covenants and restrictions and legal or other action or remedy is taken against the party in violation of said protective covenants and restrictions, then the party in violation agrees to pay all attorney's fees and any other associated costs incurred by another party or by the Stratford Place Homeowner's Association in pursuing such legal action or other action or remedy to remedy the violation of these protective covenants and restrictions.

**Section 15.3.1** The corporation shall indemnify each officer or director as defined by the corporation's by-laws (including his executor, administrator and heirs), whether or not then in office, against all expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, civil or criminal, in which he or she is made a party by reason of being or having been such an officer or director. No indemnity shall be forthcoming as to matters in which said officer or director shall be adjudged liable for criminal misconduct in the performance of his/her duty. This provision is subject to the terms and conditions set forth in Section 10-3A-20(14) Alabama Code, 1975.

**Section 15.4.1** The association will notify any owner of any violation of the design criteria of homes (see article V). Any violation of the design criteria of homes by an owner or renter/lessee is to be corrected by removing the item or items in violation and replacing them with items which are in compliance with these protective covenants and restrictions. The association may, by a vote of the Board of Directors, effect any corrections or replacements and bill the owner accordingly, if any owner or renter/lessee refuses to make such a replacement or correction. In this event, if the owner does not reimburse the association for such cost, the association may place a lien on the property for these costs plus interest at eight percent (8%) per annum plus any costs or attorney's fees.

**Section 15.5.1** The association will give written notification to any owner or renter/lessee who parks their vehicle or vehicles in violation of the protective covenants and restrictions (see Section 6.9.1). If, after proper notification, (two (2) written notices) the owner or renter/lessee does not park their vehicle or vehicles properly, the association may fine the offending owner \$25.00, the amount of a fine for a second or subsequent offense shall be \$50.00 and if the owner does not pay the association for such fine, the association may place a lien on the property for the fine plus interest at eight percent (8%) per annum plus any costs or attorney's fees.

**Section 15.6.1** The association will notify any owner whose property is not maintained in a neat and attractive condition and in such a manner to prevent the property from becoming unsightly for any reason (see restrictions 6.1.1 through 6.4.1). The owner will be given a written notice and reasonable amount of time, but not to exceed thirty (30) days, to remedy any such unsightly condition. If, after proper written notification, (two (2) written notices) the owner does not correct the unsightly condition, the association may have it corrected and bill the owner for any related costs and if the owner does not reimburse the association for such cost, the association may place a lien on the property for these costs plus interest at eight percent (8%) per annum plus any costs or attorneys fees. In the event of extra ordinary circumstances in which there are compelling reasons for temporary waiver of this section, the association shall be reasonable and cooperative in granting such a waiver.

**Section 15.7.1** Any prohibited signs which are erected or put up will be removed or taken down by the association (see Section 6.5.1)

**ARTICLE XVI  
ASSESSMENT VOTING REQUIREMENTS**

**Section 16.1.1** Any change to the annual assessment which is more than the 5% increase will require a fifty percent (50%) plus one (1) majority of the property owners present in person or by proxy at the meeting of the association. Thirty (30) days prior notice of a vote on such a change must be given to each property owner of Stratford Place or the vote cannot be taken at the meeting.

**Section 16.12.1** in order to levy any special assessment it will require a fifty percent (50%) plus one (1) majority of the property owners of the association. Thirty (30) days prior notice of a vote on such a change must be given to each property owner of Stratford Place or the vote cannot be taken at the meeting or a ballot may be delivered to each property owner and if a quorum of the homeowners return the ballots (35) then fifty percent (50%) of the people returning their ballots must vote in favor of the special assessment or it fails.

**IN WITNESS WHEREOF**, The undersigned being President of the Stratford Place Homeowner's Association, has caused these Restrictive Covenants and Restrictions to be properly executed and recorded in the Office of the Judge of Probate of Shelby County, Alabama, this 13 day of AUGUST, 2004

Stratford Place Homeowner's Association, Inc.

By: Woodrow Mackey  
~~Bee Pace~~, Its President  
WOODROW MACKAY

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Woodrow Mackey ~~Bee Pace~~, whose name as President of the Stratford Place Homeowner's Association, inc., a non profit corporation, is signed to the foregoing conveyance, she, as such officer with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 13th day of August, 2004

Deborah L. Horton  
DEBORAH L. HORTON  
NOTARY PUBLIC STATE AT LARGE  
COMMISSION EXPIRES  
MARCH 28, 2008

My commission expires \_\_\_\_\_