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Shelby Cnty Judge of Probate, AL
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AMENDMENT TWO

OF

THE HIGHWAY 43 FOREST PARKS RESIDENTIAL ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS

ALL SECTORS

January 2008

7. Obstruction of View at Intersections. No tree, fence, wall, hedge, shrub or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.

Costs to remove any tree, fence, wall, hedge, shrub or planting in violation of this restriction will be the responsibility of the Lot owner. Failure to remedy the violation or communicate to the Association action to be taken by the Lot owner to comply with this restriction within 30 days of the date of the delivery of the written notice will result in the Association obtaining estimates from an appropriate certified contractor to remedy the violation and a lien will be placed upon the Lot in the amount of the certified estimate plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

12. Fencing. No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.

Costs to remove or replace any fencing in violation of this restriction will be the responsibility of the Lot owner. Failure to remedy the violation or to communicate to the Association action to be taken by the Lot owner to comply with this restriction within 30 days of the date of the delivery of the written notice will result in the Association obtaining estimates from an appropriate certified contractor to remedy this situation and a lien will be placed upon the Lot in the amount of the certified estimate plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

14. Antennas. No radio towers will be permitted. No satellite dish antennas larger than 36 inches in diameter will be permitted.

Costs to remove or replace any antenna in violation of this restriction will be the responsibility of the Lot owner. Failure to remedy the violation or communicate to the Association action to be taken by the Lot owner to comply with this restriction within 30 days of the date of the delivery of the written notice will result in the Association obtaining estimates from an appropriate certified contractor to remedy this situation and a lien upon the Lot in the amount of the certified estimate plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

16. Keeping of Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, or maintained for any commercial purpose.

Shelby county leash laws apply to all dogs that reside within Forest Parks. Any violations of the Shelby County leash law within Forest Parks are also eligible for an additional fine of \$100 at the discretion of the Hwy. 43 Forest Parks HOA. Failure to pay the \$100 leash law fine within 30 days of the delivery of the written notice of violation will result in the Association obtaining a lien upon the Lot in the amount of the fine plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

The Hwy. 43 Forest Parks HOA is also instituting a "Pooper Scooper" requirement for any dog walked or running loose in Forest Parks in violation of the Shelby County leash law requiring that all owners pick up after their pet. Failure to do so can result in a fine of \$100 for each reported incident, at the discretion of the HOA. Failure to pay the \$100 "Pooper Scooper" violation fine within 30 days of the delivery of the written notice of violation will result in the Association obtaining a lien upon the Lot in the amount of the fine plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

17. Nuisances.. No noxious or offensive trade or activity shall be carried on upon any Lot: neither shall there be any conduct or activity thereon which constitutes annoyance or nuisance to the residents of neighboring houses.

The costs associated with the cleanup or removal of any noxious or offensive trade or activity carried on upon any Lot will be the responsibility of the Lot owner. Failure to remedy the violation or communicate to the Association action to be taken by the Lot owner to comply with this restriction within 30 days of the date of the delivery of the written notice will result in the Association obtaining estimates from an appropriate certified contractor to remedy this situation and a lien upon the Lot in the amount of the certified estimate plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

18. Boats, Trailers, Recreational Vehicles. No boat, trailer, recreational or commercial vehicles or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot in a location where it can be seen from a front or side street.

Any boat, trailer, recreational vehicle, commercial vehicle or bus parked or stored on any Lot or location where it can be seen from a front or side street will result in a written notice being issued to the homeowner. Any boat, trailer, recreational vehicle, commercial vehicle or bus parked or stored on any Lot or location where it can be seen from a front or side street after the first written notice to the Lot owner will be subject to a fine of \$100. Failure to pay the fine within 30 days will constitute a lien upon the Lot in the amount of the fine plus fee's, enforceable by an appropriate proceeding at law or equity.

21. Protection of Streets and Curbs - All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street paving and curbs. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowner's Association, be repaired and the cost assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.

All vehicles must be parked on the driveway and not on the streets within Forest Parks. Any vehicles parked on the street will result in a written notice being issued to the homeowner. Vehicles parked on the street after the first written notice to the Lot owner will be subject to a fine of \$100 for each occurrence at the discretion of the Association. Failure to pay the fine within 30 days will constitute a lien upon the Lot of \$100 plus fees, enforceable by an appropriate proceeding at law or equity.

30. Outbuildings\Sheds - Outbuildings should not be constructed on any Lot without prior written approval of the Committee. Outbuildings must match the current dwellings exterior color including shingles. Steel, aluminum or tin will not be permitted. All outbuildings shall be in-closed within a fence.

Costs to remove or repair any outbuilding or shed to bring it into compliance with this restriction will be the responsibility of the Lot owner. Failure to remedy the violation or communicate to the Association action to be taken by the Lot owner within 30 days of the date of the delivery of the written notice will result in the Association obtaining estimates from an appropriate certified contractor to remove or repair the outbuilding or shed to bring it into compliance and a lien upon the Lot in the amount of the certified estimate plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

31. Carports -No temporary or permanent carport awnings will be allowed on any Lot.

Costs to remove any carport not in compliance with this restriction will be the responsibility of the Lot owner. Failure to remedy the violation or communicate to the Association action to be taken by the Lot owner within 30 days of the date of the delivery of the written notice will result in the Association obtaining estimates from an appropriate certified contractor to remove the carport and a lien upon the Lot in the amount of the certified estimate plus costs incurred by the Association, enforceable by an appropriate proceeding at law or equity.

Done this 23rd day of Jan., 2008.

**The Highway 43 Forest Parks Residential
Association, Inc.
Board of Directors**

By: *Timothy E. White*
Tim White
President

By: *Richard Reece*
Richard Reece
Secretary

By: *Grady Gunnells*
Grady Gunnells
Board Member

I, the undersigned, a Notary Public in and for Shelby County Alabama, hereby certify that The Highway 43 Forest Parks Residential Association, Inc Board of Directors, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, the board, has the capacity as such manage and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 23rd day of January, 2008.

Notary Public

Sharon C. DeRue

MY COMMISSION EXPIRES OCTOBER 12, 2010