

**DECLARATION OF SECOND AMENDED PROTECTIVE COVENANTS,
RESTRICTIONS, AND ESASEMENTS**

to be known and referred to as

**RE-STATED DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR COURTYARD MANOR**

To: Honorable James Fuhrmeister, Probate Judge of Shelby County, Alabama:

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Little Narrows, LLC (the "Developer"), an Alabama Limited Liability Company, has owned and has subdivided that certain real property (the "Property") as shown in Map Book 35, at Page 144 in the Probate Office of Shelby County, Alabama, said subdivision being commonly referred to as "*Courtyard Manor*;"

WHEREAS, by and through an instrument dated September 8, 2005, Developer adopted and placed into effect that certain *Declaration of Protective Covenants, Restrictions and Easements* (herein sometimes "Declaration" or "initial Declaration") which on October 19, 2005 was placed on file in the Probate Office of Shelby County, Alabama as Instrument No. 20051019000542800.

WHEREAS, by and through an instrument dated the 21st day of May, 2009, Developer adopted and placed into full force and effect that certain *First Amendment to the Declaration of Protective Covenants, Restrictions and Easements for Courtyard Manor* (herein sometimes the "First Amendment") which on June 2, 2009 was placed on file in the Probate Office of Shelby County, Alabama as Instrument No. 20090602000208.

WHEREAS, at the time of the making and filing of this *Declaration of Second Amended Protective Covenants, Restrictions and Easements* (henceforth to be known and referred to as "**Re-Stated Declaration Of Protective Covenants, Restrictions And Easements For Courtyard Manor**"), said Developer owns and controls nine (9) of the lots within the Property, and has not otherwise elected to terminated its control of the project, the said project still being within the "Control Period" as defined in the initial Declaration; and

WHEREAS, Developer deems it advisable to adopt the herein "**Re-Stated Declaration Of Protective Covenants, Restrictions And Easements For Courtyard Manor**", containing a compilation of the initial Declaration, the First Amendment, and certain additional or different clarifying language, all for ease of reference and for the protection and betterment of the current and future property owners of lots within the Property.

NOW, THEREFORE, the undersigned, does hereby expressly adopts the following *Re-Stated Declaration of Protective Covenants, Restrictions, and Easements* for the said "Courtyard Manor," to-wit:

THAT said Property and each lot within said Property shall be, subject to the following *Re-Stated Declaration of Protective Covenants, Restrictions and Easements* (collectively sometimes referred to as the "Re-Stated Covenants"), all of which are for the improvement and benefit of the Property and which will run with the land for a period of not less than fifty (50) years from the date of record of the initial *Declaration of Protective Covenants, Restrictions and Easements* (i.e. October 19, 2005), and shall be binding on all parties having any right, title or interest in the property or lots or any interest therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THAT no property other than the Property herein described (see attached Exhibit A, Legal Description) shall be deemed subject to this *Re-Stated Declaration of Protective Covenants, Restrictions, and Easements*.

ARTICLE I

GENERAL PROVISIONS AND RESTRICTIONS

Section 1. Land Use.

(a) The Property will be used for residential purposed only; no trade, commerce, or business shall result or be permitted on and from said Property and / or any lot, including any and all forms of home industry.

(b) No building or structure shall be permitted for any purpose other than one single-family dwelling.

Section 2. Dwelling and Building Location.

(a) All home plans used in the subdivision "Courtyard Manor" shall be designed, approved and furnished by the Developer, Little Narrows, LLC, and no other plans, changes in the plans or deviation from the plans shall be used or permitted unless expressly approved in writing in advance. All homes shall have a minimum of 2500 square feet of living area. Living area shall be defined as heated finished area not to include porches, garages, basements, carports, or attics.

(b) All single-family residences shall be constructed within the Approved Building Area shown as to each lot on the Subdivision Record Map. The Architectural Control Committee (the "ACC") shall have the authority to grant variances from this requirement on request by any lot owner and may approve or disapprove any such request within the exercise of its sole discretion. For the purpose of this covenant, eaves, steps and open decks or terraces shall not be considered as part of a single-family residence.

(c) All mailboxes and mailbox posts (which hold the mailboxes) shall be furnished by the Builder and shall be uniform in style and color in accordance with Developer's or ACC instructions. The mailboxes and mailbox posts shall be maintained substantially as initially furnished in style, color, and location and uniformly in height and distance from the curb.

Section 3. Easements. Easements for installation and

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

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

Section 5. Temporary Structures. No structure of a temporary character, trailer, basement, tent shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

Section 6. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale or rent, or open house, or signs used by a builder to advertise the property during the construction and sales period. All signs and signage must be approved by the ACC before installation. (As amended by Second Amendment)

Section 7. Oil and Mining Operations. No oil drilling or refining, quarrying, or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 8. Destroyed or Damaged Structures. Any dwelling or other structure on any lot in the subdivision, which may be destroyed in whole or in part for any reason, must be rebuilt within one year. All debris must be removed and the lot restored to a sightly condition with reasonable promptness provided that in no event shall such debris remain on any lot in excess of 30 days.

Section 9. Storage of Boats, Trailers, Recreational Vehicles, or other Vehicles. No motor homes, boats, boat trailers, campers, service trucks or other service vans shall be parked or stored in any subdivision location that shall be visible from the street for a period in excess of 24 hours. No wrecked or disabled automobiles or other vehicles other than operating vehicles shall be stored or located on any lot. Not more than two (2) automobiles to be parked in driveway or at street [at] the same time. All garage doors shall be kept closed at all times except to exit and enter so as to maintain a clean, neat, and orderly exterior appearance.

Section 10. Fences. Fences built and maintained are permitted only under the following conditions:



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(a) Fence materials are limited to masonry, wrought iron, aluminum, or wood. No chain link material shall be permitted.

(b) The ACC or Developer must approve fence material, colors, designs, location, and construction in advance.

(c) Fences must be installed and maintained in a professional and good and workmanlike manner and must be installed and maintained straight, true, plumb and level.

(d) Fences, where permitted, shall not extend forward beyond the rear line of the dwelling and shall extend to the rear lot lines of the property.

(e) Fences shall not exceed six (6) feet in height.

(f) Decorative walls connecting dwellings, if permitted, will only be allowed if approved in advance and in writing by the ACC or Developer and constructed by the builder.

Section 11. Animals. No animals or any kind except for a maximum of two (2) domesticated pets shall be kept or permitted per household at any time. No more than two (2) domesticated pets shall be permitted outdoors at any time and when outside the dwelling said pets must be kept within their fenced yard or restrained on a leash and accompanied by the owner or their designated agent.

Section 12. Subdividing. No lot, once subdivided and recorded by the Developer or their assigns, shall be further subdivided.

Section 13. Dwelling Exteriors. All exteriors of dwellings, fronts, sides and rear shall be of brick or stone veneer construction and where brick is not appropriate such as gables and dormers, etc., only "Hardiboard" siding or a comparable product which is approved in advance by the Architectural Control Committee shall be permitted, Masonite, vinyl, aluminum or other products shall not be permitted.

Section 14. Sale of Lots. Lots within the subdivision shall only be sold or resold to builders approved by the ACC or Developer and construction of dwellings within the subdivision shall only be permitted where the builder has the prior approval of the ACC or Developer.

Section 15. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear or any dwelling.

Section 16. No weed, underbrush or other unsightly growth shall be

permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The Developer reserves the right (after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth, or trash which, in the sole opinion of the Developer or ACC detracts from the overall beauty and safety of the subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the Developer or its assigns during the sale and development period, such sales period to extend until the last lot is sold by the Developer.

Section 17. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on any lot. Trash, garbage, or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the ACC or Developer as not to be visible from any road or waterway within sight distance from the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

Section 18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 19. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the Developer so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the Developer or its designee (after 10 days written notice) and will be charged to the contractor (or owner) at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. During construction, all builders must keep the homes, garages, and building sites clean. The builder must remove all building debris, stumps, trees, etc. from each building lot as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

Section 20. Work Completion. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

Section 21. Garage Doors. Garage doors shall not be

permitted on the front of homes except on approval of the ACC or Developer. Upon the approval of the ACC or Developer any garage door permitted on the front of house must have a garage door opener installed, and garage door must be kept closed at all times except when garage is being entered or exited.

Section 22. Exterior Vent. No plumbing or heating vent shall be placed on the front of house or the roof over the front side of the house, but only on the side or rear as required, as to eliminate their being visible from the front.

Section 23. Clothes Lines. No clothes lines for the purpose of hanging clothes/wash/laundry shall be installed, nor there the hanging of clothes/wash/laundry on any lot where the hanging of said clothes/wash/laundry is visible from any street within the subdivision.

Section 24. Landscaping. All dwellings shall have fully landscaped lawns, front, side, and rear and must include fully sodded grass, a minimum of fifty (50) 2 to 3 gallon size shrubs. Front corner shrubs must be at least 15-gallon size and a minimum of three (3) 2 / 3 caliber trees to be planted in locations that are fully visible from the front street.

Section 25. Swimming Pools. Swimming pools shall only be permitted where prior written permission is obtained from the ACC or Developer and location, size, construction and the contractor shall be determined, or approved, by the ACC or Developer.

Section 26. Satellite Receiving Dish. Satellite Receiving Dishes shall only be permitted and installed where the Dish is eighteen inches (18") or less in diameter and installed and maintained where such shall not be visible from the front street.

Section 27. HVAC Equipment. Outside air conditioning units may not be located in the front yard. All outside air conditioning units and air conditioning compressor units shall be hidden from view by shrubbery, or other year-round foliage or fencing.

Section 28. Colors. Exterior colors of homes, walls, fences, lamp posts, window trim, mailbox posts, etc. and including all common area items and accessories, (i.e. entrance walls, lamp posts, park benches, etc.), must be approved in writing by the ACC or Developer, and this restriction shall apply to repainting or coloring as well as initial colors except once approved the repainting or coloring in the same color does not require re-approval.

Section 29. Windows. All windows must be of wood or vinyl construction and window colors must coordinate with other exterior colors. No white windows will be permitted. Plantation Shutters approved by the ACC or Developer shall be installed in all homes on the inside of all windows facing the front of each dwelling.

Section 30. Basketball Goals. Basketball goals or hoops

shall not be placed, used, or maintained where visible from the street in front of the dwelling.

Section 31. Roofing. All roofing material will be limited to "Dimensional Shadow line" 25 year Roofing or comparable product approved by the ACC or Developer. The ACC or Developer shall approve roofing color in advance in writing.

Section 32. Developer Control. In view of the Developer's financial commitment to the Project, Developer's obligations as an initial owner of the lots to pay the expenses of the project, Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the project and the right to elect the directors of the Initial Homeowners' Association and members of the Architectural Control Committee (who need not be lot owners) and the right to amend this Declaration until the sale of one hundred percent (100%) of the lots within the subdivision, or until the Developer elects to terminate its control of the project, whichever shall first occur. This period of time shall be known as the "Control Period". Developer may terminate its management rights and responsibilities by relinquishing control of the Association in writing to the Lot Owners at any time prior to the expiration of said control period. The Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association. During said control period, Developer shall pay all expensed otherwise payable by the Association and as reimbursement therefore and as compensation for its management services, Developer shall be entitled to receive and retain all of the assessments payable by the lot owners during said control period (see Article II) and Developer shall have all of the rights of the Association to levy and enforce payment of assessments. During said period, Developer shall not be required to assess or create any reserves and at the termination of said period and the assumption of the operation of the Association by the members, Developer shall neither be required to render an accounting of income and expenses incurred during said control period nor pay over or transfer any funds to the Association.

Section 32. (A). Builder Regulation and Approval. In order to minimize disruption to the project and the Property and to maintain orderliness during construction of Improvements to Lots or Dwellings within the Property:

(a) The Architectural Control Committee ("ACC") or Developer shall have the right and authority from time to time to propose, adopt, alter, amend and revoke rules and regulations applicable to builders, general contractors and subcontractors who are engage in the construction of Improvements on any Lot or dwelling within the Property.

(b) The ACC or Developer shall have the right to approve an Owner's preliminary selection of a builder or contractor, whether a general contractor or subcontractor. No such builder, contractor or subcontractor shall be approved if, in the opinion of the ACC or Developer, such builder, contractor or subcontractor (i) has a history of noncompliance with this Declaration and/or the Covenants (as defined in the original Declaration) or the rules and regulations adopted by the ACC or Developer with respect to builders and contractors on the Property, and such builder or contractor has failed to provide the ACC or

Developer with adequate assurance that it will abide by and comply with the requirements of this Declaration and the Re-Stated Covenants and any rules and regulations promulgated thereunder, or (ii) the builder or contractor or subcontractor working thereunder has failed to provide evidence of public liability insurance reasonably acceptable to the ACC or Developer.

(c) As a condition to the approval of any builder or contractor whether as a general contractor or subcontractor, the ACC or Developer may require such builder or contractor to post a bond or other reasonably satisfactory contract for indemnity to cover the cost of repair for any damage caused by such builder or contractor to the roads (including curbs and gutters), storm water drainage systems, and lakes on the Property.

Section 33. Waiver of Liability. The Scope of Review by the Architectural Control Committee (the "ACC") or Developer is limited to appearance only and does not include any responsibility or authority to review or inspect for structural integrity or soundness, compliance with Building Codes or Zoning requirements or Standards of other similar matters.

Section 34. Common Areas. The subject subdivision "Courtyard Manor" shall include certain Common Areas as may be so designated and described in the Subdivision Map and said Common Areas are also subject to these Covenants and additionally the following provisions:

(a) **No structures, buildings or improvements** may be placed upon or constructed within the Common Areas other than those built, constructed or placed there by the Developer without the prior written consent of the Developer or the Architectural Control Committee ("A CC"),

(b) **Use of Common Areas.** Developer expressly reserves into itself, its successors and assigns, including the Lot Owners, the common reasonable use and enjoyment of said Common Areas subject to these Re-Stated Covenants and reasonable rules, regulations and limitations or may hereafter be promulgated by the ACC.

(c) **Improvement of Common Areas.** The Developer shall have the right to improve the Common Areas or portions thereof with such amenities or improvements, as the Developer in its sole discretion may deem appropriate or desirable.

(c)(1) **Developer hereby designates** all the property in the subdivision outside of the dwelling units as common area of the common use and benefit of all owners of lots with the subdivision subject to the provisions set forth herein.

(c)(2) **The recreational facilities,** which will be located

in the subdivision will include a pool, one men's and one ladies' restroom and other features which the Developer elects to provide and will be used by the homeowners in Courtyard Manor. An initial one-time pool fee shall be due with respect to each lot in the amount of \$3,000.00 per lot to be paid to Developer, Little Narrows, LLC.

(c)(3) The homeowners will pay for the maintenance, replacement, upkeep, repair and any other costs, including but not limited to taxes, insurance, and reserve for replacements of the recreational facilities. See Article III (Maintenance Charges).

(c)(4) The facilities will be owned by the Developer or by the Association and will be operated by the same. Said expenses shall be payable even though the recreational facilities may or may not be constructed. The Courtyard Manor Homeowners Association shall collect equal share per lot so said expenses and also for certain other expenses, all as set forth in Article III.

(c)(5) Limitation on use of recreation facilities. In order to conserve the recreational facilities to be available for the use of lot owner in the subdivision and to preserve such facilities for the maximum enjoyment and pleasure of all concerned, the use of such facilities shall be limited to only the immediate residents of the subdivision and from time to time their occasional guest. In the event a lot is leased, the tenant and his or her family and occasional guest may use such facilities to the exclusion of the owner of the lot and his or her family.

(c)(6) Pool rules will be posted at pool as per Shelby County Health Department, All Homeowners and/or guests will adhere to all pool rules. Pool Hours are from 10:00 A.M. until Dark.

(d) Maintenance of Common Areas. The Homeowners' Association of "Courtyard Manor" once formed and the Lot Owners, prior to formation of the Homeowners' Association, on a pro rata basis shall have the responsibility and obligation to contribute to the maintenance and upkeep of the Common Areas and improvements thereof or for the common use and benefit of the subdivision.

(e) Detention Pond. The detention pond located in subdivision common area shall be maintained by The Homeowners' Association of



"Courtyard Manor" with such maintenance to include any repairs, replacement and upkeep thereof. The Procuring of services, including but not limited to, those services specified in "Article III."

(f) **Transfer of Common Area Title.** The Developer shall convey to the Homeowners' Association, once formed, all of the Developer's right, title and interest in the Common Areas of the subdivision, and the Association agrees to accept said conveyance.

ARTICLE II

HOMEOWNERS' ASSOCIATION

Section 1. Formation: As soon as possible after the Developer has sold and conveyed all of the lots in the subdivision and seventy-five percent (75%) of the lots have been conveyed to owner occupants, the owner occupants of lots within the subdivision shall form a Homeowners' Association which shall be identified as the "Courtyard Manor Homeowners' Association" and each lot owner shall be a member of the Association and subject to all Re-Stated Covenants, restrictions, limitations and Rules and Regulations of the Association.

Section 2. Maintenance Responsibilities. The Association may, at any time, in the discretion of the Board, without approval of the members being required:

(a) Maintain, install, reinstall, construct and repair all of the improvements within the Common Areas, to include planting and shrubbery, and to maintain, repair and operate any other easement area shown on the Subdivision Record Map which is not under the control or management of a public utility or governmental authority;

(b) Maintain and manage the Common Areas shown on the Subdivision Record Map so as to preserve the Common Areas in their improved state and prevent any unlawful or obnoxious activity to be conducted thereon;

(c) Replace injured and diseased trees or other cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and

(d) Do all such other acts, which the Board deems necessary to preserve and protect the property, and the beauty thereof, in accordance with the general purposes specified in this Declaration.

Section 3. Other Rights of Association. The Board shall have the right to provide services, the cost of which shall be paid out of the charges or assessments provided for in Article III hereof, and adopt rules, regulations, procedures and policies with respect to:

- (a) Garbage and trash collections and removal;
- (b) Motor vehicle operation and maintenance;
- (c) Parking of motor vehicles on streets or roads in or on the subdivision property; and
- (d) Collection and disposal of trash and/or garbage within the subdivision or on individual lots left or maintained beyond a reasonable period of time;
- (e) Use and maintenance of the recreational facilities, including the swimming pool;
- (f) Such other matters including the general beautification and welfare of the subdivision property as a whole, and the Common Areas.

ARTICLE III

COVENANTS FOR MAINTENANCE CHARGES

Section 1. Creation of the Lien and Personal Obligation of Charges. Each owner by acceptance of a deed to a lot is deemed to covenant and agree to pay the Association; (1) annual charges, and (2) special charges as herein provided. The annual and special charges, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such charge is made. Each such charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the charges became due. The personal obligation for delinquent charges shall pass to his successor in title.

Section 2. Purposes of Charges. The charges levied by the Association shall be used exclusively for (i) discharging the responsibilities of the Association, (ii) the procuring of services for the owners, including, but not limited to, those services specified in Article III hereof and such other services which may be approved by members which own two-thirds (2/3) of the lots and (iii) capital improvements to areas for which the Association bears maintenance responsibility.

Section 3. Special Charges for Capital Improvements. In addition to the annual charges, the Association may levy, in any given year, a special charge applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or replacement of improvements within areas for which the Association has maintenance responsibilities, including fixtures and personal property related thereto, provided

that any such charge shall have the assent of two-thirds (2/3) of the votes of the members (voting in person or by proxy) at a meeting duly called for this purpose.

Section 4. Uniform Rate of Charges. Both annual and special charges must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly, or annual basis. Each improved lot shall bear its pro rata part of the maintenance cost and shall not be entitled to reduction because all or some of the services for which the assessment is made are not being utilized by the owner of such lot. (Improved Lot as used herein shall mean any lot on which a residence has been constructed and property sold or conveyed by the Builder, or permanent utilities connected, whichever first occurs.)

Section 5. Date of Commencement of Annual Charges; Due Dates. The annual maintenance charges provided for herein (which are sometimes referred to herein as "assessments" or "charges") shall commence as to all lots on the first day of the month following the conveyance by Developer of two-thirds (2/3) of the lots. The first annual charge shall be adjusted according to the number of months remaining in the calendar year. (See Article 32) The Board shall fix the amount of the charge. Written notice of the annual charge shall be sent to every owner subject thereto. The Board shall establish the due dates and payment terms. The Association shall, upon demand, and for a reasonable charge, furnish a certification signed by an officer of the Association setting forth whether the charges on a specified lot have been paid off.

Section 6. Effect of Nonpayment of Charges; Remedies of the Association. By his acceptance of title to a lot subject to these Restrictive Covenants, each owner is and shall be deemed to covenant and agree to pay the Association the charges provided for herein, and agrees to the enforcement of the charges in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any charge, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and condition of this Declaration, or for any other purpose in connection with the breach of this Declaration, each owner agrees to any reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any such charge when due, in which case the charge shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each obligation in any manner provided by law or in equity, including without limitation, the following methods and procedures:

(a) **Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintained in the name of the Association against an owner to enforce each such charge obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the maximum legal rate per annum from the date of delinquency, court costs and reasonable attorney's fees in such amount as the court may adjudge against the delinquent owner.

(b) **Enforcement by Lien.** There is hereby

created a claim of lien, with power of sale, on every lot to secure payment to the Association of any and all charges levied against any and all owners, together with interest thereon at the maximum legal rate which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of such charge, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file such claim of lien on behalf of the Association against the property of the defaulting owner. Such a claim of lien shall be executed by an officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent owner;
- (2) The legal description and street address of property against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees;
- (4) That the claim of lien is made by the Association pursuant to this Declaration; and
- (5) That a lien is claimed against the property in and amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such claim or lien, and mailing a copy thereof to said owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the property against which such was levied. Such a lien shall have priority over all liens of claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any property, charges on any property in favor of any municipal or other governmental assessing unit, and the liens, which are specifically described herein. Any such lien may be foreclosed by appropriate action in court in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the Laws of the State of Alabama, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other owners. The

Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any property. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each owner hereby expressly waives any objection to the enforcement and foreclosure of any such lien in the stated manner and also hereby expressly waives the defenses of laches and statute of limitations applicable to the bringing of any suit or action thereon.

Section 7. Subordination of the Lien to Mortgages. The lien for the charges provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any property shall not affect the lien charged under this Article III. The sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such charge as to payments, which became due and payable prior to such sale or transfer. No sale or transfer shall relieve such property from liability for any charges thereafter becoming due or from the lien thereof.

Section 8. Assessment Limitation. No assessments shall be payable or due with respect to any lot until the same is improved with a single-family residence thereon.

ARTICLE IV

AMENDMENT OF DECLARATION

Section 1. After The Control Period, an amendment may be proposed by written instrument signed by the owners of not less than one-fourth (1/4) of the lots within the property. Such proposed amendment or amendments shall be considered at a meeting of the owners after written or printed notice of such meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, shall be mailed to the owners not less than ten (10) days not more than fifty (50) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given, when deposited in the United States mail, addressed to each owner at the street address of his lot, the postage thereof being prepaid. Any owner may, by written waiver of notice signed by such owner, waive such notice, and such waiver whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of owners who own not less than three-fourths (3/4) of the total lots of the property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the Architectural Control Committee as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Probate Court of Shelby County, Alabama, within twenty (20) days from

the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any owner shall be recognized if such owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

Section 2. Scrivener's Error. Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of any amendment to this Declaration consented to by Developer and any owner or mortgages of record directly affected by the amendment. No other owner is required to consent to any such amendment. If there appears to be any other omissions or errors in this Agreement, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interest of any other party, then such error or omission may be corrected by the filing of an amendment of this Declaration executed by the Developer without the consent of any other party.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Design Criteria for the Property. The general architectural objective of the Developer for the Property is to create a neighborhood of single family residences constructed in high quality styles, design, material, and colors. The Developer has adopted certain criteria in furtherance of this objective. All single-family residences shall be constructed in conformity with the criteria and in accordance with the provision of this Declaration. The Developer, by the terms of this Declaration, has charged the Architectural Control Committee with the approval of all single-family residences, so as to determine that all single-family residences meet the criteria.

Section 2. Method of Architectural Control. So as to establish and maintain the criterion as generally set forth herein, n improvement or structure of any kind, including without limitation, any building, fence, wall, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer, disposal system, decorative building landscaping, landscape device or object, shall any addition, change or alteration herein, thereof or thereto be made, unless or until the plans and specifications showing the color, nature, kind, shape, elevation, material and location of the same, shall have been submitted to and approved in writing by the Architectural Control Committee. All plans and specifications shall be evaluated as to, among other things, the harmony of external design and location in relation to surrounding structures and topography.

Section 3. Architectural Control Committee Membership. The Architectural Control Committee shall consist of two (2) to four (4) members. The initial members shall be appointed by the Developer and shall include two (2) builders with a

financial commitment to the subdivision. In the event of the death, resignation or other termination of any member, the Developer during the development state (until one hundred percent (100%) of the lots are sold by the Developer) shall have full authority to appoint successor members. The Developer's appointed members shall serve until one hundred percent (100%) of the lots are sold by the Developer whereupon, the Developer's control and authority and Developer's appointed members to the Architectural Control Committee shall close. Upon the sale and closing of one hundred percent (100%) of the lots in the subject subdivision, the Homeowners' Association shall assume full control and authority over the Architectural Control Committee.

Section 4. Release. Neither the Architectural Control Committee nor any member thereof shall be liable to any owner or to any other party for any damage, loss or prejudice suffered on account of the approval or disapproval of any plans, drawings or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition or protest in the courts of the United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct.

Section 5. Powers and Duties. The Architectural Control Committee (ACC) shall have the following powers and duties:

(a) To require submission to the Architectural Control Committee of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any home, fence, wall sign, lighting system, site paving, grading, screen enclosure, sewer drain, disposal system, landscaping or landscape device or object, the construction or placement of which is or is proposed upon any lot. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee. The Architectural Control Committee may also require such additional information as reasonably may be necessary for the Architectural Control Committee to evaluate completely the proposed structure of improvement in accordance with this Declaration.

(b) To adopt fees which may be designed to reimburse the Architectural Control Committee for the necessary and reasonable costs that incurred by it in processing requests for Architectural Control Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Architectural Control Committee, in cash, at the time that any application for approval is sought from the Architectural Control Committee.

(c) Neither the Architectural Control Committee nor any architect or agent thereof of the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plans and specifications.

- (d) The initial members of the Architectural Control Committee, having been appointed by the Developer, are Issac David and Marc DeMeis.

ARTICLE VI
MISCELLANEOUS

Section 1. Term. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date the initial Covenants are recorded. After the fifty (50) years, these Re-Stated Covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then current owners of the lots sign and record an instrument revoking or altering these Re-Stated Covenants in whole or in part.

Section 2. Enforcement. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant.

Section 3. Severability. Invalidation of any one of these Re-Stated Covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 4, Amendment by the ACC. This Declaration may be amended by the unanimous consent of the Architectural Control Committee during the eighteen months following its recording. Thereafter, this Declaration may only be amended as herein provided.

IN WITNESS WHEREOF, Developer has executed this *Re-Stated Declaration of Protective Covenants, Restrictions and Easements* on this the 28 day of November, 2012.

Little Narrows, LLC

By: Issac David
Its Manager


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Shelby Cnty Judge of Probate, AL
11/29/2012 01:39:02 PM FILED/CERT

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, A Notary Public in and for said County and State, hereby certify that **Issac David**, whose name as Manager of Little Narrows, LLC, is signed to the foregoing **Re- Stated Declaration of Protective Covenants, Restrictions and Easement**, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Manger and with full authority, executed the same voluntarily for and as the act of the said company.

GIVEN under my hand and seal this 29th day of November, 2012.

Tammy Khan
Notary Public

My commission expires: 5.03.2016

AFTER RECORDING, PLEASE RETURN TO:

Issac David
Little Narrows, LLC
157 Resource Center Parkway, Suite 101
Birmingham, AL 35242

TAMMY KHAN
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
May 03, 2016

20121129000456810 18/19 \$66.00
Shelby Cnty Judge of Probate, AL
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20051019000542800 20/20 \$68.00
Shelby Cnty Judge of Probate, AL
10/19/2005 10:53:47AM FILED/CERT

EXHIBIT "A"

A part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the S $\frac{1}{2}$ of the SW $\frac{1}{4}$, all in Section 1, Township 20 South, Range 2 West:

Beginning at the Northwest corner of the Southeast $\frac{1}{4}$ of Section 1, Township 20 South, Range 2 West, Shelby County, Alabama, and run South 87 degrees 20 minutes 21 seconds. East for 1722.35 feet; thence run South 52 degrees 54 minutes 07 seconds. West for 2052.10 feet; then run South 48 degrees 24 minutes 30 seconds. West for 922.26 feet; thence run South 39 degrees 20 minutes 51 seconds. West for 650.45 feet to a point on the Easterly right of way line of Shelby County Road No. 36; thence run North 49 degrees 27 minutes 50 seconds. West along said road right of way for 162.77 feet to the of beginning of a curve to the right, said curve having a radius of 889.14 feet; thence run along said curve and said right of way line a chord bearing of North 43 degrees 27 minutes 27 seconds. West for 186.42 feet to the point of a tangent to said curve; thence run North 37 degrees 27 minutes 04 seconds. West along said tangent and said road right of way for 47.86 feet to the point of beginning of a curve to the right, said curve having a radius of 807.40 feet; thence run along said curve and said right of way line a chord bearing of North 20 degrees 22 minutes 49 seconds. West for 481.12 feet to the point of a tangent to said curve; thence run North 03 degrees 18 minutes 33 seconds. West along said tangent and said road right of way for 250.01 feet to the point of beginning of a curve to the left, said curve having a radius of 1710.00 feet; thence run along said curve and said right of way line a chord bearing of North 07 degrees 27 minutes 57 seconds. West for 248.12 feet to the point of tangent to said curve; thence run North 11 degrees 37 minutes 21 seconds. West along said tangent and said road right of way for 6.61 feet to a point on the North line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 1; thence run South 86 degrees 35 minutes 09 seconds. East for 1500.82 feet to the Northeast corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 1; thence run North 00 degrees 37 minutes 13 seconds. East for 1296.99 feet to the point of beginning. Being situated in Shelby County, Alabama.

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Shelby Cnty Judge of Probate, AL
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