

Eagles Nest Development, LLC Homeowners Association

**EXHIBIT A**

**RESTRICTIVE COVENANTS, RESTRICTIONS AND EASEMENTS**

**NEW CONSTRUCTION**

1. **RESIDENTIAL USE.** The said property shall be used for single family residence purposes only and not for any purpose of business or trade.

2. **ARCHITECTURAL APPROVAL REQUIRED.** No structure shall be commenced, erected, placed, moved on to or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Developer or by an Architectural Review and Control Committee (the "ARCC") appointed by the Developer prior to commencement of work. Such plans and specifications shall be in such form and shall contain such information as may be required by the Developer or by the ARCC, but in any event, shall include:

- (1) **a site plan of the lot** showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular lot, including proposed front, rear and side setbacks and free spaces, if any are proposed, of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and locations of all parking spaces and driveways on the lot,
- (2) **a clearing plan** for the particular lot showing the location of sanitary sewer service lines, and such other information required by the Developer or the ARCC,
- (3) **a drainage plan**, including a construction drainage plan for silt control (ADEM Permit #ALR10AO20 is in effect at the Eagle's Nest Development subdivision) and
- (4) **a plan for landscaping.**

The scope of the review by the Developer or the ARCC shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

- a) **Floor areas** shall comply with the floor area requirements as approved by the ARCC.
- b) **Setbacks** shall comply with the setback requirements as approved by the ARCC.
- c) **Any color** previously approved by the Developer or the ARCC may be reapplied or repainted without the prior written approval of the ARCC. However, paint colors that have not been previously approved by either the Developer or the ARCC must be submitted to the ARCC for approval prior to commencement of work. Any submission of sample colors to the ARCC must include color information for the body and trim of the house or structure to be painted.
- d) **Exterior lighting** shall be subject to the review of the Developer or the ARCC.
- e) **Outside air conditioning units** shall not be located in the front yard. All A/C units shall be screened by appropriate landscaping SO as not to be visible from any public street. Window air conditioning units are not allowed.
- f) **No plumbing or heating vent** shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.
- g) **The following types of exterior materials**, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Developer or ARCC: brick, stone,

painted wood/cementitious siding, aluminum siding, & natural-colored asphalt shingles or slate roofing.

h) **All windows** shall be wood framed, vinyl or encased. Metal windows of any kind will not be permitted. No aluminum colored windows shall be utilized on the front or sides of any dwelling. Burglar bars or doors shall not be permitted. Screen doors shall not be used on the front or side of any dwelling. No aluminum colored doors with glass fronts (e.g., storm doors) shall be allowed on the front of any dwelling.

i) Where possible, **brick or stone curved** walkways are encouraged. Curved driveways are preferred, and the driveway surface must be paved with concrete. Other surfaces must be specifically approved.

j) **Utility meters** shall not be located on the front of a dwelling (unless required by any applicable

governmental authority) and shall not be visible from any street or road.

k) **No concrete block work**, including foundations, concrete block steps, walkways, walls or any

other concrete block work, whether painted or otherwise, shall show above ground or from the exterior of any dwelling.

l) **No individual water supply system** shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system, as installed, shall be obtained from such authority.

m) **No individual sewage disposal system** shall be permitted on any Lot unless such system is

designated located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

n) **All pools must have ARCC approval.**

o) **All mailboxes and posts** must be of a design specified by the Developer.

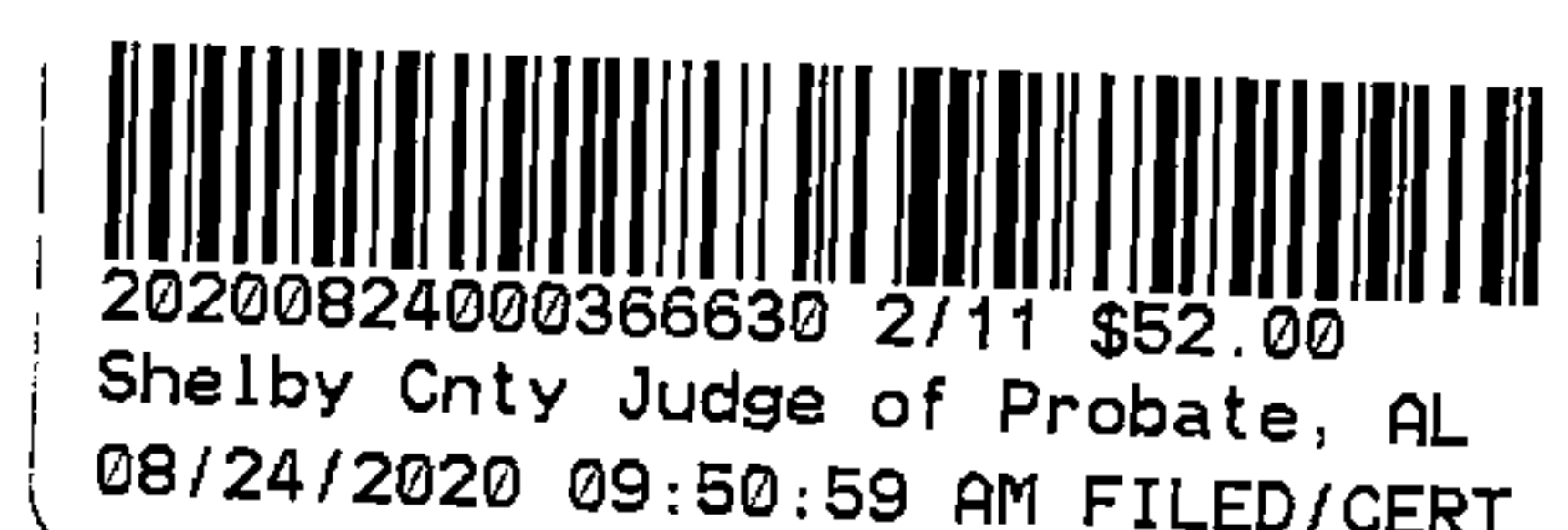
The Committee/Developer shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the Committee shall, upon request and at reasonable charges, furnish to any owner a written approval setting forth whether all necessary Committee approvals have been obtained in connection of any dwelling or other improvements on any Lot.

The Committee/Developer, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Committee/Developer shall be in writing and shall be executed by either the chairman or the vice-chairman of the Committee or Developer member.

**3. GARAGE OPENINGS.** All garage openings shall not face the street. Exceptions may be granted by the Architectural Review and Control Committee in its sole discretion and said exceptions must have electric door openers installed and operating.

**4. YARDS.** All front, side and 30' minimum of rear yards must be sodded, except in natural areas.

**5. TEMPORARY STRUCTURES.** Except for the construction and development activities of Developer or an approved builder, no temporary structure of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures. However, outbuildings such as pool houses that are on foundation, wired



and plumbed and that are consistent with the neighborhood may be approved by the Architectural Review and Control Committee, at its discretion.

6. **FENCES.** No fence, wall (above the grade of the lot), or hedges may be installed in front of a residence. Fence lines must start at the rear wall of the house, unless otherwise approved. Chain link fences are not allowed. Walls and fences on the property are to be approved in writing by the Developer or by the Architectural Committee, its successors or assigns, prior to installation.

7. **UTILITIES.** The lot owner shall be solely responsible for the cost and expense of the installation of all utilities used on any lot up to the curb. Furthermore, all electrical power transmission and communication lines on any lot shall be required to be installed underground up to the curb. The Developer shall not be responsible for the cost and expense of installing or maintaining any utilities, including underground electrical power, used on any lot up to the curb.

8. **UTILITY EASEMENTS.** Developer, or any utility authorized by it, reserves a 10 foot easement across the back of and along each side of each lot (Unless otherwise noted on the approved/recorded PLAT), for the purpose of constructing, maintaining and repairing utility lines and equipment and for water mains and storm drains and other general use facilities; provided. This easement may be modified and/or enlarged by the Developer if it is deemed necessary by the Developer, at its sole discretion. Additional easements may be granted on any lot by the Developer as required for future drainage or utility purposes.

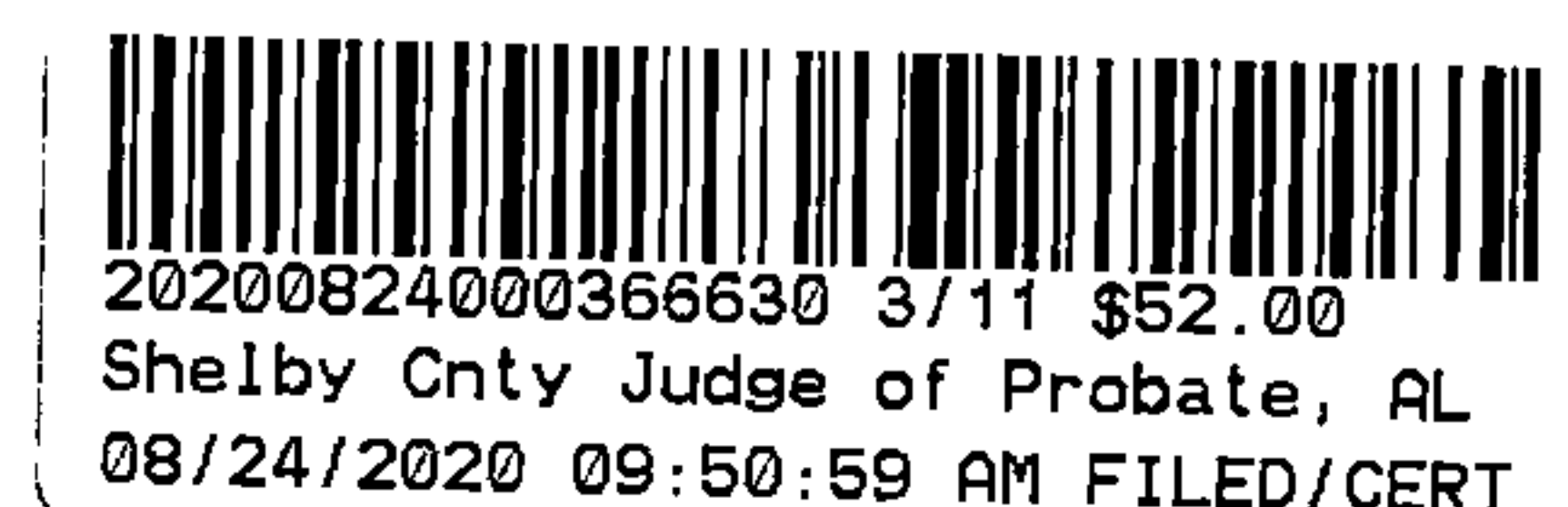
9. **DRAINAGE.** The lot owner shall be responsible for the draining of all surface waters on the lot SO as not to increase the natural drainage across neighboring lots. The lot owner shall also be responsible for draining and silt control during the construction and landscaping of its lot. Any lot that violates the Alabama Department of Environmental Management's ("ADEM"), or its successor's, requirements for stormwater runoff will be required to remedy the problem immediately. If the Developer brings any lot into compliance, the lot owner shall immediately reimburse developer for any and all costs incurred. If ADEM fines are imposed because of said violations, lot owner will pay all fines and attorneys' fees incurred.

The lot owner acknowledges that development shall take place in complete compliance with the restrictions set forth in the ADEM Permit #ALR10AO20 issued to Eagle's Nest Development subdivision. No site preparation or construction activities are to take place until a plan for stormwater control and pollution prevention plans have been approved by Shelby County. In the event pollution prevention and stormwater control measures are not implemented or are determined to be inadequate, the developer reserves the right to correct said defects and the lot owner shall be responsible to the developer for the costs of said correction.

10. **CURBS.** Wherever any curbs or gutters must be removed, such removal shall be done in a manner (sawed or cut) to enable replacement to be in keeping with the balance of the curbs and gutters.

11. **RESTRICTIONS ON ACCESS.** No vehicular access is permitted from any lot to public roads outside the boundaries of the Eagles Nest Subdivision except by roads constructed by the Developer within the subdivision.

12. **STREET ACCESS.** Except with the prior written consent of Developer or its successors, assigns, or designees, no Lot shall be sold or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the Property.



**13. CONSTRUCTION SITE MANAGEMENT.** Construction sites amid developed lots shall be maintained in an organized and clean manner, respectful of surrounding homeowners. Trash shall be removed timely and not allowed to pollute any nearby water features. Street parking by workers should be avoided at all times and should never block nearby driveways or services to those homes.

**14. CONSTRUCTION COMPLETION.** When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously, and the dwelling on such Lot must be completed within twelve (12) months.

## **HOMEOWNERS**

**1. NOTIFICATIONS.** The homeowner shall notify the HOA office of any change of address or name in writing.

**2. ARCHITECTURAL APPROVAL REQUIRED.** No existing structure upon any lot shall be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing the Architectural Review and Control Committee (the "ARCC") prior to commencement of work. For new construction, see Paragraph 4 under NEW CONSTRUCTION. The scope of the review by the Developer or the ARCC shall be limited to appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

a) **Any color** previously approved by the Developer or the ARCC may be reapplied or repainted without the prior written approval of the ARCC. However, paint colors that have not been previously approved by either the Developer or the ARCC must be submitted to the ARCC for approval prior to commencement of work. Any submission of sample colors to the ARCC must include color information for the body and trim of the house or structure to be painted.

b) **Exterior lighting** shall be subject to the review of the Developer or the ARCC.

c) All **windows** shall be wood framed, vinyl or encased. Metal windows of any kind will not be permitted. No aluminum colored windows shall be utilized on the front or sides of any dwelling. Burglar bars or doors shall not be permitted. Screen doors shall not be used on the front or side of any dwelling. No aluminum colored doors with glass fronts (e.g., storm doors) shall be allowed on the front of any dwelling.

d) **Outside air conditioning units** shall not be located in the front yard. Window air conditioning units are not allowed.

e) **No plumbing or heating vent** shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

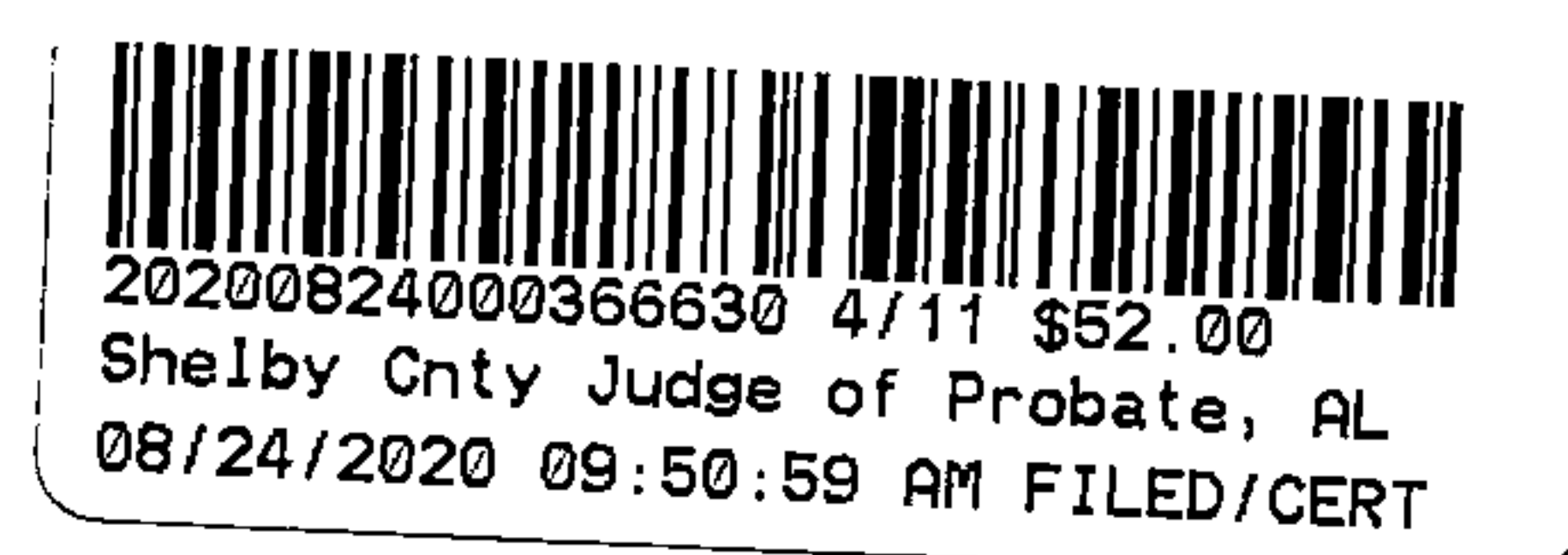
f) **The following types of exterior materials**, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Developer or ARCC: brick, stone, painted wood/cementitious siding, aluminum siding, & natural-colored asphalt shingles or slate roofing

g) Where possible, **brick or stone curved walkways** are encouraged. Curved driveways are preferred and the driveway surface must be paved with concrete. Other surfaces must be specifically approved.

h) **Satellite dishes** shall be mounted out of sight of the street. Satellite dishes in excess of 18 inches in diameter and which may be seen from the street must be approved by the ARCC.

i) **All pools must have ARCC approval.**

j) For all matters not covered in this section, refer to the items covered in new construction. Any



proposed alterations not covered in this document should be referred to the ARCC for approval.

k) A non-refundable review fee of \$250 will be required with each application. If any special conditions exists which require additional time or professional assistance in review and approval process, the ARCC/Developer may impose a reasonable additional charge.

l) Each residence must contain at least the minimum climate controlled area indicated as follows: A) 2,300 square feet for a one-level home B) 2,400 square feet for a 'story and one-half' level home and C) 2,600 square feet for a 2-story home.

The ARCC/Developer shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the ARCC/Developer shall, upon request and at reasonable charges, furnish to any owner written approval setting forth whether all necessary approvals have been obtained in connection of any dwelling or other improvements on any Lot.

The ARCC/Developer, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the ARCC/Developer shall be in writing and shall be executed by either the chairman or the vice-chairman of the ARCC/Developer member.

Any unapproved alteration is subject to the notifications and fines set out by the covenant violation schedule until such paperwork is provided and approval awarded.

**3. LOT MAINTENANCE.** Each owner of any lot (including undeveloped lots) shall at all times keep and maintain said lot and improvements thereon in a clean, orderly, and attractive condition, maintaining and repairing the residence promptly as conditions may require.

a) All front and side yards and rear yard (minimum 30') must be sodded (except in natural areas) and maintained on a regular basis.

b) No lot shall be cultivated for crops of any sort, except for a kitchen garden which must be located in the rear of any dwelling and cannot be seen from any public street.

c) All trash, rubbish, garbage, grass, leaves, dead trees, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal from a lot as soon as is practical, and prior to removal, the same shall be stored on the lot out of sight and in a neat and orderly manner SO as not to interfere with the aesthetics, health or welfare of other homeowners. No such material shall be placed or stored on any street or public right of way.

d) Garbage containers shall be placed SO as not to be visible from the road except for the 24 hours before and after refuse collection.

e) Wood piles shall be located only at the rear of a dwelling and should be screened from view from public streets and adjacent Lots.

f) All outdoor furniture for any dwelling shall be kept and maintained only at the rear or behind the dwelling.

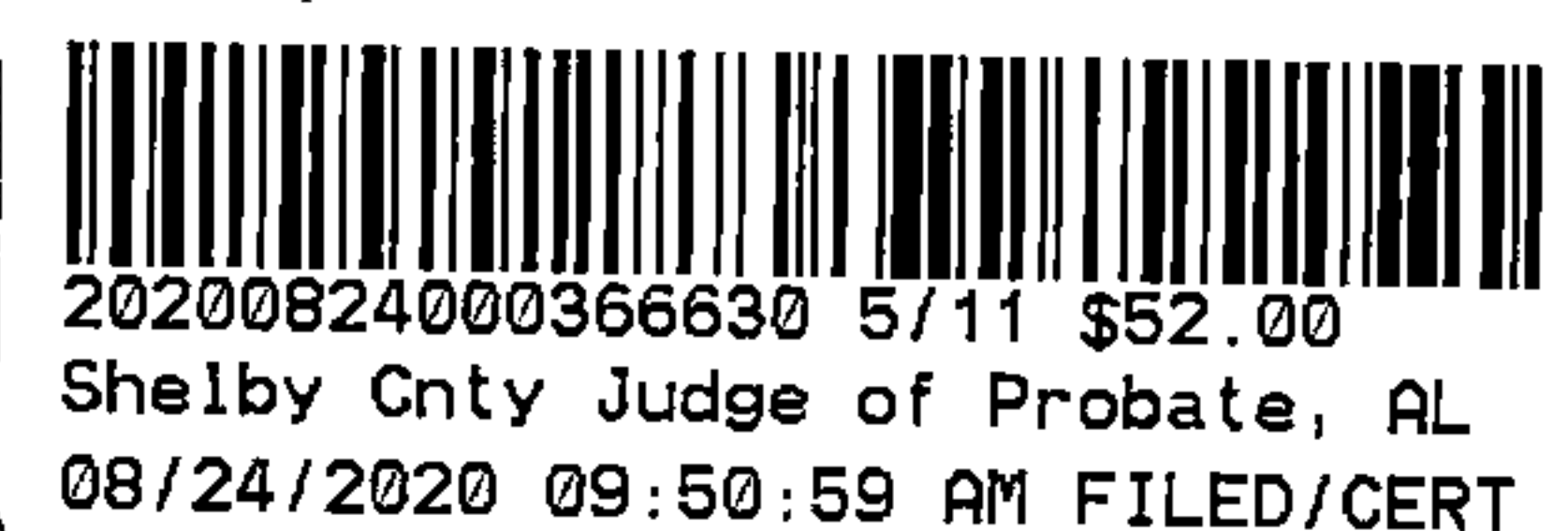
g) No clotheslines are permitted. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

h) Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from any public street.

i) Statues, water fountains, bird baths, bird feeders, wood carvings, plaques, flag poles and other home crafts shall be allowed only at the rear of a dwelling and should not be visible from any public street without the approval of the ARCC/Developer.

j) No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same.

k) Basketball goals shall be kept in the backyard or towards the back of the driveway when not in use. All equipment visible to the street shall be kept in good repair and proper appearance at



all times. Children's toys, swing sets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling and shall be located so as not to be visible from any public street.

1) No above ground swimming pools shall be allowed on any Lot.

m) Seasonal or holiday decorations (e.g. Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or dwelling within fifteen (15) days following such holiday.

**4. MAILBOXES.** Owners must keep mailboxes properly maintained in working order (door and flag) and with a clean and attractive appearance including all decorative parts (scrolls, eagles, lanterns) prescribed in the standard for the area of the neighborhood (described in EXHIBIT B). Legible mailbox numbers shall be affixed in the appropriate places. All mailboxes and posts must be of a design specified for the area of the neighborhood. Lamps must be approved by ARCC/Developer, and shall be maintained in operation and appearance and shall be lit from dusk to dawn.

**5. TEMPORARY STRUCTURES.** No temporary structure of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, tree houses, playhouses or auxiliary structures. However, outbuildings such as pool houses that are on foundation, wired and plumbed and that are consistent with the neighborhood may be approved by the ARCC/Developer, at its discretion.

**6. FENCES.** No fence, wall (above the grade of the lot), or hedges may be installed in front of a residence. Walls and fences on the property are to be approved in writing by the Developer or by the Architectural Committee, its successors or assigns, prior to installation. **Chain link fences are not allowed.**

**7. UTILITY EASEMENTS.** Developer, or any utility authorized by it, reserves a 10 foot easement across the back of and along each side of each lot, for the purpose of constructing, maintaining and repairing utility lines and equipment and for water mains and storm drains and other general use facilities; provided, however, that said easement area shall be maintained by the lot owner, except for those obligations of public authorities or utility companies. This easement may be modified and/or enlarged by the Developer (See recorded Plat) if it is deemed necessary by the Developer, at its sole discretion. Additional easements may be granted on any lot by the Developer as required for future drainage or utility purposes.

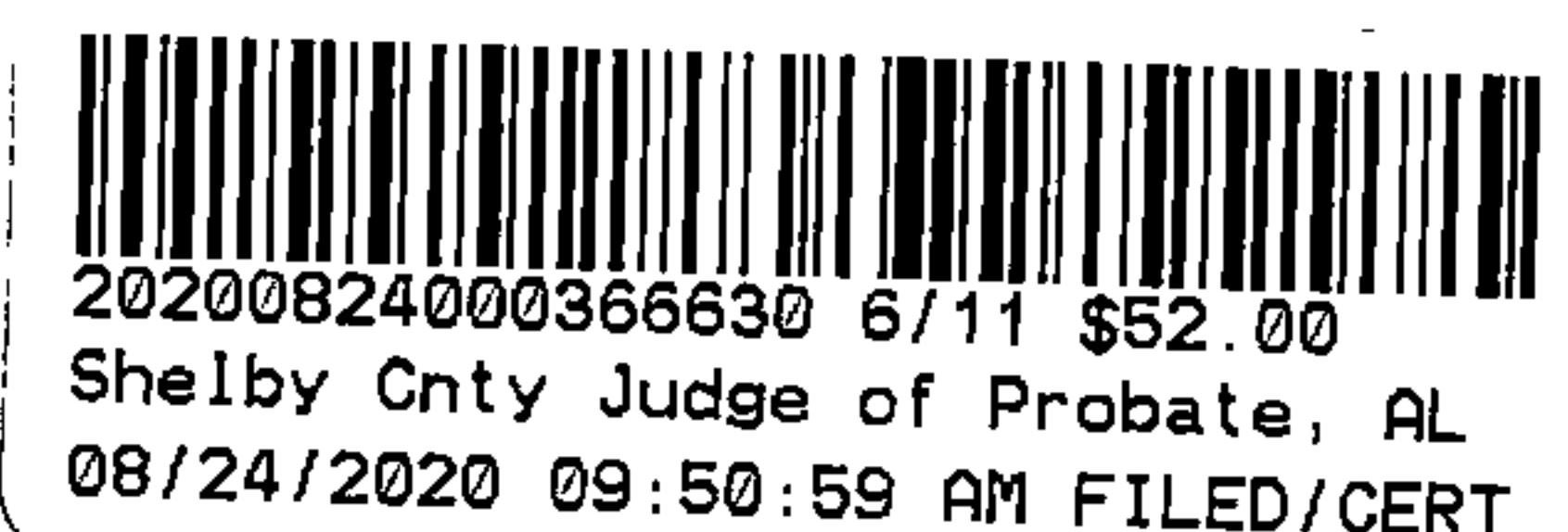
**8. DRAINAGE.** The lot owner shall be responsible for the draining of all surface waters on the lot SO as not to increase the natural drainage across neighboring lots. The lot owner shall also be responsible for draining and silt control during any re-landscaping of the lot.

**9. SIGHT EASEMENTS.** No fence, wall, tree, shrub, or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having clear, open and safe scope of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on public right of way. Height of shrubbery near intersections is not to exceed thirty (30) inches.

**10. NUISANCES.**

a) No substance, thing, animal or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any continual or excessive noise that will or might disturb the peace, quiet, comfort or serenity of the occupant of surrounding property.

b) No open burning shall be permitted on any lot or any other part of the Eagles Nest Development Subdivision, except that outdoor fireplaces, grills and chimneys may be used provided they are so constructed and equipped with fire screens as to prevent the discharge of



any ashes, embers, or other particulate matter, and in compliance with local, state and federal laws.

c) No boat, boat trailer, house trailer, trailer, motorhome, truck over 2 axles, commercial vehicle, motorcycle, golf cart, or any other similar item shall be stored in the open on any lot for a period of time in excess of twenty-four (24) hours.

**11. PARKING.** The flow of traffic across the interior roads which serve the lots located within the property shall not be blocked or impeded in any manner by any lot owner or by the guests or visitors thereof, whether by the improper parking of automobiles or otherwise. No lot owners or their tenants or visitors shall park their automobiles in any manner which would block any neighborhood sidewalks or block driveways serving any of the other lots within the property. Curbside overnight parking shall not be permitted for permanent residents. All vehicles must be garaged or parked in driveways overnight. Curbside parking shall be permitted for visitors, only if off-street parking is inadequate, provided that such parking does not (i) interfere with the safe passage of safety and emergency vehicles and other vehicles, or (ii) block or prohibit access to emergency equipment such as fire hydrants.

**12. PETS.** No animals, birds or reptiles shall be kept or be housed in the Eagles Nest Development Subdivision, except for commonly accepted household pets. Any such pet shall be kept within the limitations of the lot and residence thereon, and no pet shall be permitted to leave said lot or residence without being controlled at all times by the owner. Efforts shall be made by the person accompanying the pet to exercise "scooping" of animal waste. No kennels will be allowed.

**13. SIGNS.** No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted anywhere in the EagleS Nest Development Subdivision except as provided herein. Signs and posters affixed to street signs are prohibited, and the Association shall bill all costs associated with the removal of posted signs and posters to the lot owner or person that posted them. Real estate signs may be posted at sundown on Fridays and removed by sundown on Sunday. The Developer or ARCC may, at its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

**14. RULES AND REGULATIONS.** All lot owners shall at all times comply with all rules and regulations, orders, laws, ordinances, statutes, and decrees of any governmental or political entity or persons, and any rules and regulations adopted by the Developer or its successors, assigns, or designees.

**15. ENFORCEMENT.** In the event of a violation or breach of any of these general covenants, restrictions and easements or any amendments thereto by a lot owner, or family or agent of such lot owner, the owners of lots, its successors and assigns, or any party to whose benefit these general covenants, restrictions, and easements inure shall have the right to proceed at law or in equity to compel the compliance with the terms and conditions hereof, to prevent the violation or breach of said general covenants, restrictions and easements, to sue for and recover damages, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. If a determination is made by the Developer or the ARCC that any of these general covenants, restrictions, and easements are being or have been violated upon any lot, then the Association shall SO notify the owner in writing, specifying the violation. If within a reasonable time, as established by HOA Board Standard Operating Policy and Procedures Manual, the ARCC shall make a second determination that sufficient progress has not been made to remedy the violation, the Association may itself direct such actions to be taken as shall be necessary or appropriate to remedy such violation. The owner shall be liable for the cost and administrative expenses of all such actions.



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Also, at its discretion, the ARCC/Developer is authorized to assess fines for violations as approved by the Board of the Association. The costs to remedy a violation, together with fines, interest costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. No delay or failure on the part of the aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that part or an estoppel of that party or of any other party to assert any right available to it upon the recurrence or continuation of said violation or the occurrence of a different violation. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provisions hereof shall be entitled specifically to relief by way of injunction as well as any other available relief at law or in equity. Any party to a proceeding who succeeds in enforcing a general covenant, restriction or easement or enjoining the violation of the same against a lot owner may be awarded a reasonable attorneys' fee against such lot owner.

The Developer or the ARCC, in its discretion, shall have the authority to make an exception to any of these general covenants, restrictions, and easements upon the request for a variance from such requirements by an owner with respect to his lot. If the Developer or the ARCC grants a requested variance, the nonconformities shall not be deemed to be in violation of these covenants for the approved time period.

**16. GRANTEE'S ACCEPTANCE.** The grantee of any lot subject to the coverage of these general covenants, restrictions and easements, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these general covenants, restrictions and easements herein contained. It shall be the responsibility of each owner to ensure that any tenant of any lot or portion thereof receives a copy of the general covenants, restrictions, and easements and that every lease utilized by such owner contain a provision therein stating that every tenancy is subject to all of the terms and provisions of the general covenants, restrictions, and easements. The owner shall remain liable for the performance and observation of all terms and conditions in the general covenants, restrictions and easements adopted pursuant thereto and for all costs of enforcing the same.

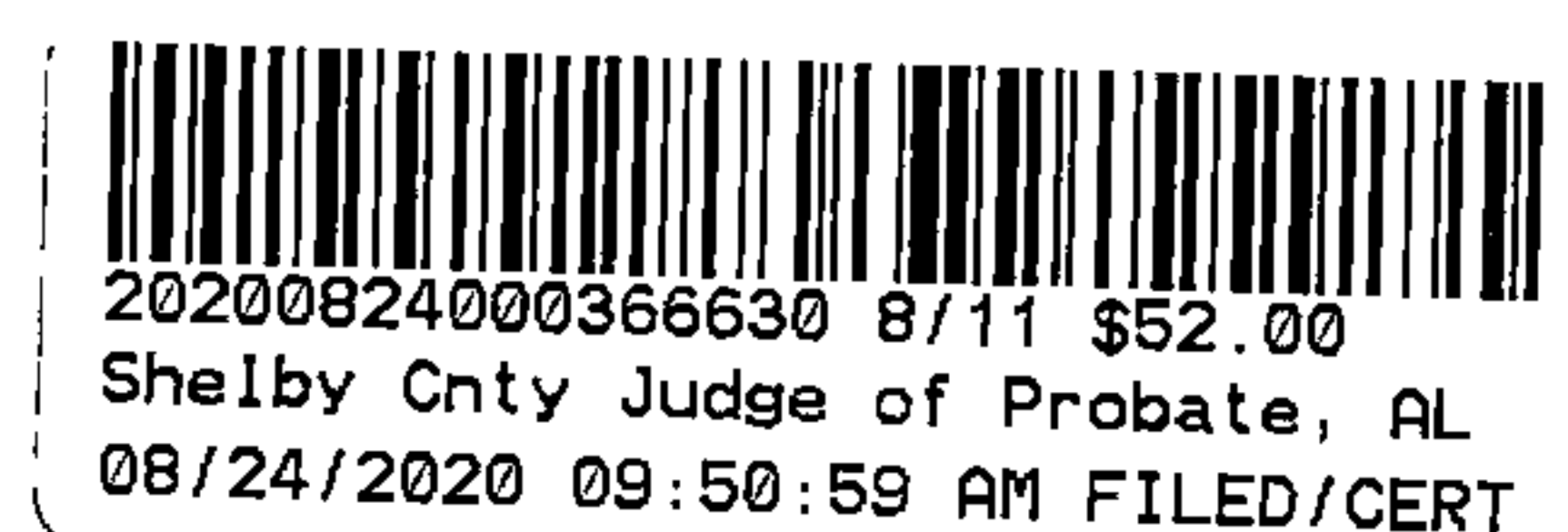
**17. EXCEPTION FOR DEVELOPER.** The preceding paragraphs shall not apply to Developer during the course of the development of the Eagles Nest Development Subdivision.

## **GENERAL**

**1. INTERPRETATION BY DEVELOPER.** The Developer, or at the Developer's option, the Association, shall have the right to construe and interpret the provisions hereof, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

**2. INDEMNITY FOR DAMAGES.** Each and every lot owner and future lot owner, in accepting a deed or contract for any lot subject to these general covenants, restrictions and easements, agrees to indemnify and defend the Developer against and hold the Developer harmless from any damage caused by such lot owner, or the contractor, agent or employees of such lot owner, roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water drainage or storm sewer lines or sanitary sewer lines.

**3. ZONING AND SPECIFIC RESTRICTIONS.** The general covenants, restrictions, and easements herein shall not be taken as permitting any action or thing prohibited by the



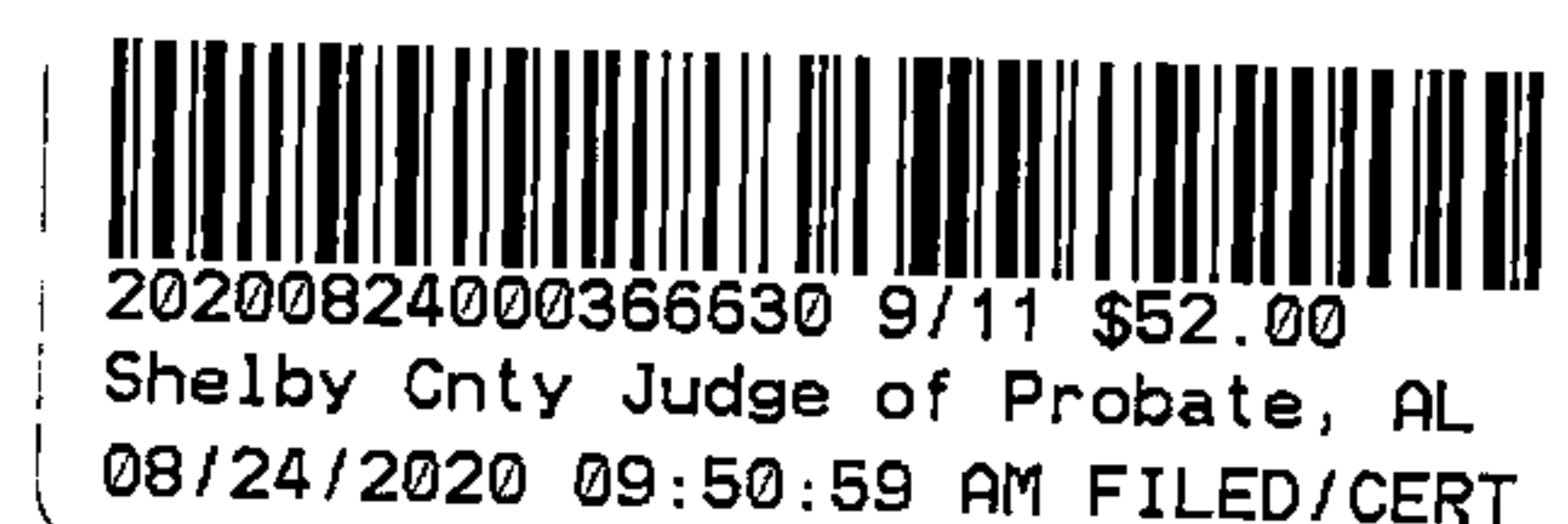
applicable zoning laws, or the laws, rules or regulation of any governmental authority, or by specific restrictions imposed by any deed. In the event of conflict, the most restrictive provision of such laws, rules, regulations, deeds, or the general covenants, restrictions, and easements shall be taken to govern and control.

**4. RIGHTS OF DEVELOPER TO MODIFY COVENANTS, RESTRICTIONS AND EASEMENTS.**

The undersigned Developer, its successors or assigns, reserves the right to modify, release, amend, void, transfer or delegate any and all of the rights, reservations, and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or more of the said herein set forth general covenants, restrictions and easements on lots in said subdivision, at its sole discretion.

**5. HOMEOWNERS ASSOCIATION.** The Eagles Nest Development Homeowners' Association (the "Association") has been established for the purposes of promoting community integrity, maintaining the entrance, roads, detention pond, common areas, and rights-of-ways of the Eagles Nest Development Subdivision and for other purposes determined by the Association in its discretion. The Association will be formed once 12 of the 14 available lots have been sold to individuals other than the Developer. Accordingly, the Association has the right and the authority to assess annually an amount (the "Annual Assessment") equal to the costs and expenses associated with the performance its purposes, including its duty to maintain the Eagles Nest Development Subdivision. Such costs and expenses necessarily include the office, bookkeeping, accounting, attorneys' and other overhead expenses necessary to the accomplishment of the Association's purposes. The Annual Assessment shall be used by the Association, in its discretion, to promote the recreation, health, safety, and welfare of the residents in the Eagles Nest Development Subdivision, and for the improvement and maintenance of the entrance ways, common areas, roads, detention pond, easements, rights of ways, bonds and insurance. The Annual Assessment must be approved by a majority of the number of lots represented and lots represented by written proxy at any regular or special meeting of the Association membership or solely by the Developer. Any other costs of the Association must be approved by a majority of the number of lots represented and lots represented by written proxy at any regular or special meeting of the Association membership, or by the Developer. The Association also has the right to make "Special Assessment" charges against each parcel of land to cover those costs that are not related to the operation of the Association or the performance of its maintenance obligations. However, before any such Special Assessment can be made, it must be approved by two-thirds (2/3) majority vote of all lot owners present and by written proxy at any regular or special meeting of the Association Membership or solely by the Developer. Each owner, by acceptance of a deed for any property in any sector of the Eagles Nest Development, shall become a member of the Association and is deemed to have covenanted and agreed to pay the Association charges as provided herein. These charges together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. The 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 one (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. The action of the Association in maintaining the entrance and right-of-ways of the subdivision is at the sufferance of the governmental agency having the title to the same pursuant to the recording of the subdivision plat.

**6. HOLD HARMLESS.** The Association shall and does hereby indemnify, defend and agree to hold each and every officer, agent, representative and member of the Board of the Association, including the Developer or Management Company, harmless from and against any and all



expenses, including court cost and reasonable attorney's fees, suffered, paid or incurred by any such officer, agent, representative or member of the Board in connection with any action, suit or other proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative or member of the Board of the Association. The officers, agents, representatives, and members of the Board of the Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives, and members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall and does hereby indemnify, defend and agree to forever hold each such officer, agent, representative and member of the Board harmless from any and all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided for herein shall not be exclusive of any other rights to which any officer, agent, representative or member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section, and the costs of such insurance shall constitute a Common Expense.

7. **TITLE.** It is understood and agreed that said general covenants, restrictions, and easements, shall attach to and run with the land.

8. **SUBDIVISION.** Each Owner hereby waives any right to seek or obtain a judicial partition of any portion of the Property.

9. **SEVERABILITY.** Invalidation of any one of these general covenants, restrictions, and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.


IN WITNESS WHEREOF, the undersigned, Ashley Colburn, as Member of EAGLES NEST DEVELOPMENT LLC, has hereunto set its hand and seal on this 24<sup>th</sup> day of August 2020.

ATTEST:

\_\_\_\_\_  
Secretary

EAGLES NEST  
DEVELOPMENT LLC

  
By:  
Ashley Colburn  
Member

  
20200824000366630 10/11 \$52.00  
Shelby Cnty Judge of Probate, AL  
08/24/2020 09:50:59 AM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a notary Public in and for said County in said State, hereby certify that Ashley Colburn, Member, Eagles Nest Development LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledge before me that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this the 24 day of August 2020

Jessica L. Holland  
Notary Public

My Commission Expires 2/22/22



20200824000366630 11/11 \$52.00  
Shelby Cnty Judge of Probate, AL  
08/24/2020 09:50:59 AM FILED/CERT