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Shelby Cnty Judge of Probate, AL
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DECLARATION OF PROTECTIVE COVENANTS

OF

THE SHIRES

THIS DECLARATION OF PROTECTIVE COVENANTS, made this 2nd day of March, 1988, by Shoal Valley Joint Venture, an Alabama General Partnership (hereinafter referred to as the "HOA Association");

WITNESSETH:

WHEREAS, HOA is the owner of certain real property located adjacent to County Highway No. 41, in Shelby County, Alabama, which real property is more particularly described on Exhibit A hereto; and

WHEREAS, the HOA desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of The Shires, which establishment, enforcement and preservation shall benefit all owners of the property located thereon and, to that end, desires to subject said real property to the protective covenants and restrictions herein contained, all of which are for the benefit of the said real property and the owners thereof;

NOW, THEREFORE, HOA hereby declares that the Property, as defined in Article I, Section 14 hereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of the protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Architectural Committee" shall mean the committee created pursuant to ARTICLE V hereof.

Section 2. "Architectural Committee Rules" shall mean the rules, if any, adopted by the Architectural Committee.

Section 3. "Articles" shall mean the Articles of Incorporation of the Association, as said Articles may be amended.

Section 4. "Association" shall mean and refer to The Shires Homeowner Association, Inc., an Alabama nonprofit corporation, and its successors and assigns.

Section 5. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association, as such Bylaws shall be adopted by the Board of Directors and may be amended from time to time.

Section 7. "Common Area" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, as set forth in the Subdivision Map, including, but not limited to, all common roads reflected on such map.

Section 8. "Declaration" shall mean this entire document, as same may from time to time be amended.

Section 9. Removed by Membership Amendment. April 2023

Section 10. "Improvement" shall mean the buildings, garages, carports, roads, driveways, parking areas, fences, walls, hedges, plantings, planted trees and shrubs, and all their structures or landscaping improvements of every type and kind.

Section 11. "Lot" shall mean and refer to the individual lots as reflected in the Subdivision Map, as the same may be amended from time to time. A Lot shall be deemed "Developed" when all offsite streets and utilities have been completely installed and all other Lots shall be deemed "Undeveloped". A Lot shall be deemed "Improved" when a Single Family Residence has been completely constructed thereon. Lots which are Developed but not yet Improved shall be deemed "Unimproved" Lots.

Section 12. "Member" shall mean any person who is a member of the Association. Every Owner shall be a Member. Unless otherwise specified, any required vote of the Members shall be computed by allowing each Member the number of votes equal to the number of Lots owned by such Member.

Section 13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot. The foregoing does not include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Unless otherwise specified, any required vote of the Owners shall be computed by allowing each Owner the number of votes equal to the number of Lots owned by such Owner.

Section 14. "Property" shall mean and refer to that certain real property located adjacent to County Highway No. 41, in Shelby County, Alabama, which real property is more particularly described on Exhibit A hereto, including all of the Lots, the Common Area, and all easements and readings reflected on the Subdivision Map, whether such Property is developed simultaneously or in separate stages.

Section 15. "Protective Covenants" shall mean all of those covenants, conditions and restrictions contained in the entire Declaration.

Section 16. "Purchaser" shall mean any person who acquires any Lot.

Section 17. "Single Family Unit" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.

Section 18. "Single Family Residence" shall mean a dwelling constructed in accordance with the restrictions and conditions set forth in ARTICLE VI hereof.

Section 19. "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration.

Section 20. "Subdivision Map" shall mean the maps or plats to be recorded in the Office of the Judge of Probate of Shelby County, Alabama which will cover all of the property referred to in this Declaration, and any amendments or supplements thereto.

Section 21. "Visible From Neighboring Property" shall mean, with respect to any given object, that such object or any part thereof is or would be visible to a person six feet tall, standing on any part of the neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

ARTICLE II

PROPERTY RIGHTS

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Lot acquired by the Owner subject to the right of the Association to dedicate all or any part of the Common Area to any political entity or subdivision. No such dedication or transfer shall be effective unless an instrument reflecting the agreement of Members representing the ownership of two-thirds (2/3) of the Lots agreeing to such dedication or transfer has been recorded.



ARTICLE III

PROPERTY SUBJECT TO RESTRICTIONS

Section 1. General Declaration. This Declaration is declared and agreed to be established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all parts thereof. All of the provisions of this Declaration shall run with the Property for all purposes and shall be binding upon and inure to the benefit of the Association, all Owners, and their respective heirs, successors and assigns, according to those terms contained in Article VII hereof.

Section 2. Additional Property. Upon the approval in writing by the Owners who own a majority of the Lots, the owner of any property who desires to subject it to this Declaration may file a supplementary declaration to that effect in the office of the Judge of Probate of Shelby County, Alabama. Such supplementary declaration may contain such complimentary additions to and modifications of the Protective Covenants as said majority of the Owners shall determine to be necessary as proper to reflect the different character, if any, of the additional property, provided that such additions and modifications are not inconsistent with the general plan and purpose of this Declaration.

Section 3. Re-platting of Lots. Removed by Membership Amendment. April 2023

ARTICLE IV

EASEMENTS

Section 1. Owner's Mutual, Reciprocal, Non-Exclusive, Easement for Ingress and Egress and/or Utilities, Other services and Drainage. In the event that the Owners owning a majority of the Lots shall agree, they may elect to create, by having all affected Owners file a declaration in the Office of the Judge of Probate of Shelby County, Alabama one or more mutual, reciprocal, non-exclusive easement(s) in favor of each Owner, in common with all other Owners, and their respective families, tenants, employees, guests, invitees, licensees, lessees, agents and contractors under, through and over such portions of the Property as are designated therein in order to: (1) permit vehicular and pedestrian traffic over, through and across such areas designated therein as may from time to time be paved and intended and designated for such purposes and use and (2) install, maintain, use repair and replace wires, pipes, conduits, utility lines, sewer and storm drainage lines and other services located or to be located on the Property. The use of each such easement may be made subject to such terms and restrictions as the Owners may agree and set forth in such declaration.

Section 2. Additional Easements and Uses. Removed by Membership Amendment. April 2023

Section 3. Limitations. Any easements which may be created pursuant to this Article shall be appurtenant to and the benefits and burdens thereof shall pass along with the title to every Lot and are further subject to all provisions of this Declaration.



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Section 4. Additional Documents. All Owners shall be and are required to execute such other documents as are necessary or convenient to effectuate the intent of this Declaration with respect to all easements which may be created pursuant to this Article.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, shall be commenced erected, placed or maintained upon the Property, nor shall any addition, change or alteration therein, thereof or thereto be made unless and until the plans and specifications, showing the color, nature, kind, shape, materials and location of the same, shall have been submitted to and approved in writing by the Architectural 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 2. Composition of Architectural Committee. The Architectural Committee shall consist of three (3) members, none of which shall be required to be a member of the Board of Directors or an officer of the Association, or to meet any other particular requirements. The initial terms of the offices of the members of the Architectural Committee shall be for one (1) year, two (2) years, and three (3) years, respectively from the date of the filing of these Protective Covenants in the Office of the Judge of the Probate of Shelby County, Alabama, and thereafter each term shall be for a period of two (2) years from the date of the expiration of the prior term of such office. Any member of the Architectural Committee who has been elected to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed, or whose terms have expired may be reappointed to the Architectural Committee. The right to appoint and remove all members of the Architectural Committee at any time shall be, and hereby is, vested solely in the Board of Directors of the Association. The exercise of this right of appointment and removal shall be evidenced by a written declaration identifying each new member appointed to the Architectural Committee, each re-appointed member of the Architectural Committee, and each member reappointed thereto, which declaration shall be available to any Owner.

Section 3. Liability of Architectural Committee. Neither the Architectural Committee nor any member thereof shall be liable to the Association, any Owner, or to any other party for any damage, loss or prejudiced suffered on account of the approval or disapproval of any plans, drawings or specifications, where 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. The Architectural Committee may, but is not required to, consult with the Board, the officers the Association, or any of Owners with respect to any proposal submitted to or decision before the Architectural Committee.

Section 4. Powers and Duties of the Architectural Committee. The Architectural Committee shall have the following powers and duties:

- (a) Submission to Architectural Committee. To require submission to the Architectural 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 building, 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 or the Property. Such plans and specifications shall be in such form and shall contain such information as may be reasonable required by the Architectural Committee and shall include but not necessarily be limited to:
1. An accurately drawn and dimensional plot plan showing all building set-backs, easements, drives and walks.
 2. Foundation plan, floor plan, exterior elevations of buildings as they will actually appear after all back filling and landscaping is finished from the ground up.
 3. All plans must include a specifications list of proposed materials and samples of exterior materials which cannot be adequately described on the plans, and of materials with which the committee may be unfamiliar.

The Architectural Committee may also require such additional information as may be reasonably necessary for the Architectural Committee to evaluate completely the proposed structure or improvement in accordance with this Declaration.

- (b) Approval or Disapproval. To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure. In the event that the Architectural Committee shall fail, for a period of thirty (30) days from the date of receipt of such submission, to approve or disapprove any plans or specifications submitted to it for approval, the same shall be deemed to have been approved. The approval by the Architectural Committee of plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Lots. If any improvement or structure is aforesaid shall be completed, changed, modified or altered without the prior approval of the Architectural Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by or deemed to have been granted by the Architectural Committee, then the Owner shall, upon and in accordance with a demand by the Architectural Committee, cause the property, improvement, or structure either to be restored to its original condition or to comply with the plans and specifications as approved by the Architectural Committee, and the Owner shall bear all costs and expenses of such restoration or compliance, including the costs and reasonable attorneys' fees of the



Architectural Committee. Notwithstanding the aforesaid, after the expiration of one (1) year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless prior to the expiration of said one (1) year period either notice to the contrary shall have been recorded in the office of the Judge of Probate of Shelby County, Alabama Any agent or member of the Architectural Committee may at any reasonable time enter any building or property subject to the jurisdiction of the Architectural Committee which is under construction or on or in which the agent or member may believe that a violation of the protective covenants in this Declaration is occurring or has occurred. Prior to the use of occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for certification from the Architectural Committee that the construction thereof has been completed in accordance with the plans and specifications approved by the Architectural Committee. In the event that the Architectural Committee shall fail, for a period of thirty (30) days from the date of receipt of such application, to give or deny any such certification, the same shall be deemed to have been given. The Architectural Committee, may from time to time, delegate to a person or persons the right to approve or disapprove plans and specifications and to issue such certification.

- (c) Approval Fees. To adopt fees which shall be designed to reimburse the Architectural Committee for the necessary and reasonable costs incurred by it in processing requests for Architectural Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Architectural Committee, in cash, at the time that the application for approval is sought from the Architectural Committee.
- (d) Defects. Neither the Architectural Committee nor any architect or agent thereof shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

Section 4. Construction of Improvements.

- (a) During all construction, all vehicles involved in such construction, including those delivering supplies, must enter the building lot only on the driveway approved by the Architectural Committee so as not to damage, unnecessarily, trees, street paving and curbs. The Architectural Committee shall have the right to repair any damage caused by the failure to comply with this Section 4 not repaired after 10 days written notice and to charge the Owner a reasonable cost for such repair, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction, all homes, garages and building sites must be kept clean. All building debris, stumps, trees, etc. must be removed from each Lot by Owner or his agents as often as necessary to keep the Lot attractive, and may not be dumped in any area of the Property.
- (b) Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within 12 months from date of commencement of construction.

ARTICLE VI

RESTRICTIONS

Section 1. Use Restrictions. The Property will be used for residential purposes only, and no trade or business purposes other than home offices, including all types of home industry, will be permitted. No building or structure other than a single family dwelling shall be erected on any Lot, other than storage sheds behind a home that cannot be seen from the road, within the Property except as otherwise permitted herein. Prohibited uses include, but are not limited to:

- (a) dangerous, noxious, offensive or excessively noisome activities which may be or become an annoyance or nuisance to Owners; and
- (b) raising, breeding, or keeping of any animals, birds, or fowl; provided that an Owner shall be permitted to keep not more than four dogs and/or cats as domestic pets on a single Lot and provided further that the Architectural Committee may approve more animals to be kept as domestic pets on a Lot if such animals are to be kept in an enclosed area approved by the Architectural Committee; and
- (c) exploring, mining, boring, quarrying, drilling, or otherwise removing oil or other hydrocarbons, minerals, gravel or natural gas; and
- (d) use of a dwelling house by more than a Single Family Unit.

Any Owner may request from the Architectural Committee at any time a determination of whether a prospective use of its Lot is permitted, for which a certificate to such effect signed by a majority of the Architectural Committee shall be deemed to be dispositive.

Section 2. Lot Size. Sub-dividing lots is allowed providing that subdividing does not create small lots for the purpose of adding a single family residence. No lots shall be subdivided unless otherwise permitted in Article III, Section III of this Declaration.

Section 3. Limitation on Size and Location of Structures.

- ~~(a)~~ No structure shall be erected, altered, placed or permitted to remain on any Lot other than a main single family dwelling not to exceed two and one-half stories (or 35 feet in height) and a private garage for not more than four cars. No detached building other than the main single family dwelling shall be constructed or permitted on any Lot unless previously approved by the Architectural Committee.
- (b) No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Subdivision Map. No building shall be located on any Lot nearer than 75 feet to the front Lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 35 feet to an interior Lot line. No dwelling shall be located on any interior Lot nearer than 50 feet to the rear Lot

line. For the purpose of this covenant, eaves, steps, and open decks or terraces shall be considered as part of a building.

- (c) Each main structure residential building, exclusive of open porches, garages, basements and carports, shall not be less than 2,200 square feet on the ground floor of any one-story building; not less than a total of 2,600 square feet in the case of a 1-1/2 story building, with a minimum of 2,000 square feet of the 2,600 square feet being on the first floor of the 1-1/2 story building; and not less than 3,000 square feet in the case of a 2-story building with a minimum of 1,500 square feet being on the first floor of the 2-story building.
- (d) Tree houses shall be permitted as long as they cannot be seen from the roads.
- (e) Removed by membership amendment. April 2023.

Section 4. General Requirements. The general architectural objectives of the HOA is to create a neighborhood of houses constructed in traditional styles. All buildings shall be constructed with exterior materials of brick; stone or other similar materials approved by the Architectural Committee. The Architectural Committee may allow stained or painted wood to be used as exterior material provided that such paint shall be in soft tones and that such work shall be place horizontally on the exterior of the house. No masonite or aluminum siding shall be allowed on the exterior of any building constructed on any Lot, except that masonite material shall be allowed under the exterior eaves of such building. There shall be allowed no exposed block or lattice on any side or part of any building constructed on any Lot, except that lattice may be used if in connection with a porch or deck on the rear of a building if approved by the Architectural Committee. All windows of all buildings shall be wood frame and no aluminum windows shall be allowed. Construction of any building must be prosecuted diligently and continuously and must be completed within twelve (12) months of initiation of its construction.

Section 5. Exterior Lighting. All exterior lighting that does not match the design of the house, shall be subject to the review of the Architectural Committee.

Section 6. Utilities. All electrical and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground.

Section 7. Maintenance. All buildings, landscaping and other improvements upon individual Lots shall be continuously maintained by the Owner thereof so as to preserve a well-kept appearance, especially along the perimeters of any Lot.

- (a) Trash. 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 aby shrubbery or other appropriate material approved in writing by the Architectural Committee as not to be visible from any road or within sight distance of any other 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, or except as specifically approved by the Architectural Committee.

- (b) Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a Lot, including vacant parcels other than natural areas within the lot.

Section 8. Temporary Structures. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building is designed as part of the main residential structure and approved by Architectural Committee. There shall be no occupancy of any dwelling until the interior, exterior and landscaping of the dwelling is completed and the Architectural Committee has issued the certificate provided for in Article V, Section 4(b), hereof.

Section 9. Fences and Hedges. No chain link or other wire fences shall be used on any Lot. A wooden fence or privacy screen may be used, provided that the type and location of such fences are approved by the Architectural Committee as provided in this Declaration. 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 within 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 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 10. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two (2) square feet, one sign of not more than four square feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction and sales period. All signs shall comply with design specifications of the Architectural Committee. No signs shall be nailed to trees.

Section 11. Garages. Garage openings will not be permitted on the front of houses. In cases where it is unavoidable and approved by the Architectural Committee, electric automatic door closers shall be installed on the garage doors.

Section 12. HVAC Equipment.

- (a) Outside air conditioning units may not be located in the front yard or any side yard. All outside air conditioning units shall be hidden from view by shrubbery, or other foliage or fencing that otherwise satisfies the requirements hereof.

(b) 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.

Section 13. Satellite Dishes. The placement of satellite dishes will be restricted to the rear yard of each Lot. No satellite dish will be allowed on the front or side yards of the Lots. A plan illustrating the location of the satellite dish and the location and planting of trees and shrubs hiding the satellite dish from view must be submitted to the Architectural Committee for written approval prior to the installation of any satellite dish, even those satellite dishes located in the rear yard of each Lot.

Section 14. Storage of Boats, Trailers and other Vehicles. No wrecked or unmaintained automobiles or vehicles shall be stored or located on any Lot.

Section 15. Tenants. It shall be the responsibility of each Owner to insure that any tenant of any Lot or portion thereof which is owned by him receives a copy of aforesaid restrictions 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 this Declaration. The Owner shall remain liable for the performance and observation of all terms and conditions in this Declaration and for all costs of enforcing the same.

Section 16. Enforcement. If a determination is made by the Architectural Committee that any of the restrictions in this Article VI are being or have been violated upon any Lot, then the Architectural Committee shall so notify the Owner in writing, specifying the violation. If, within thirty (30) days from such notification, the Architectural Committee shall make a second determination that sufficient progress has not been made to remedy the violation, the Architectural Committee 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 expense of all such actions, including legal fees, and the Architectural Committee may treat all such costs and expenses therefor as a charge which shall become a lien of the Architectural Committee on the affected Lot enforceable by appropriate proceedings at law or in equity. HOA members may not participate in voting if any of the following exist: HOA member is not up to date on dues or assessments, HOA has existing liens filed on home by the HOA.

ARTICLE VII

NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

Section 1. Protective Covenants Running with the Land. The foregoing Protective Covenants shall constitute a servitude in and upon the Property and shall run with such Property and inure to the benefit of and be enforceable by the HOA, its designated successors and assigns, or by any Owner and his respective heirs, successors and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time the said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement which has been signed by Owners who upon two-thirds (2/3) or more of the then

existing Lots of the Property, agreeing to terminate or modify this Declaration, has been recorded in the Office of the Judge of Probate of Shelby County, Alabama.

Section 2. Remedies for Default. The existence of any default hereunder by any person or entity subject to the terms, conditions, covenants and restrictions of this Declaration shall give the HOA, its successors or assigns, any Owner, and/or their respective heirs, successors and assigns, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them.

Section 4. Nature of Remedies; Waiver. All rights, remedies and privileges granted to the HOA and the Owners, their respective heirs, successors, and assigns, pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenant or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction.

Section 5. Effect of Violation on Mortgage Lien. No violation of any restriction or covenant contained herein shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any Lot; provided, however, that any mortgagee in actual possession, or any purchaser at any foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any Lot within the Property.

Section 6. No Reverter. No restriction or provision herein is intended to be, or shall be construed as, a condition subsequent or as creating any possibility of a reverter.

ARTICLE VIII

FUNCTION OF ASSOCIATION

Section 1. Maintenance of Common Areas. The Association may, at any time, as to any Common Area conveyed, leased, or transferred to it, or otherwise placed under its jurisdiction, in the discretion of the Board, without any approval of the Owners being required;

- (a) Reconstruct, repair or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area), including all fences, walls or other enclosures which are constructed upon and around the perimeter of the Property;
- (b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street walk, driveway, or parking area;

- (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;
- (d) Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof; and
- (e) 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 the Declaration.

The Board shall possess the sole discretion as to the appropriate maintenance of all grounds within the Common Area.

Section 2. Other Rights of Association. The Board shall have the right to provide services, the cost of which shall be paid out of the charges provided for in Article IX hereof, and adopt rules, regulations, procedures and policies with respect to:

- (a) garbage and trash collection and removal for and from all Lots;
- (b) motor vehicle operation in the Common Area;
- (c) parking of motor vehicles on streets or roads in the Common Area;
- (d) maintenance and furnishing of guard or security guard services;
- (e) fire protection and fire prevention and extinguishment of fires;
- (f) the locking and securing of gates or points of access, the issuance and distribution of keys or other devices to operate locks or gates, and the access to the subdivision of any persons whomsoever, including Owners;
- (g) the use of electrical devices to accomplish the same;
- (h) such other matters which involve the use or maintenance of Common Areas and all improvements thereon.

Section 3. Damage or Destruction of Common Area by Owners. In the event any common Area or any improvement located thereon is wrongfully damaged or destroyed by any Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The amount necessary for such repairs plus 20% of such amount for overhead shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

ARTICLE IX

COVENANTS FOR MAINTENANCE CHARGES

Section 1. Creation of the Lien and Personal Obligation of Charges. The HOA, hereby covenants, and each Owner by acceptance of a deed for any of the Property is deemed to covenant and agree, to pay to the Association in addition to any other charges provided for herein; (1) annual charges, and (2) special charges, both 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 property 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 charge became due. The personal obligation for delinquent charges shall not pass to his successors in title unless expressly assumed by them, although the Association shall have the right to pursue such successors in title if consistent with Alabama law.

Section 2. Purpose of Charges. The charges levied by the Association shall be used exclusively for (i) the improvement and maintenance of the Common Area and for the provision of certain services, (ii) the procuring of certain services for the Owners, including, but not limited to those services specified in Article VIII hereof and such other services which may be approved by Members which own two-thirds (2/3) of the Lots, and (iii) the repair of capital improvements on the Common Area. Notwithstanding the above restrictions on use of funds for the improvement and maintenance of the Common Area, the said funds may, to the extent of the excess of accumulated surplus over the total amount of regular charges for the preceding year, be used for capital expenditures to benefit the Common Area and fulfill the purposes of the Association.

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 a capital improvement upon the Common Area, 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; provided, further, that in no event shall such special charge shall during any year exceed an amount equal to ten (10) times the Limitation Amount or Adjusted Limitation Amount, whichever shall be applicable (as defined under Section 7 hereof).

Section 4. Notice and Quorum for Any Authorized Action. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. 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 Lot, whether or not improved, shall bear its pro rata part of the maintenance cost and shall be entitled to no reduction because all or some of the services for which the assessment is made are not being utilized by the Owner of such Lot. Notwithstanding any other provision contained herein, the

Section 6. Date of Commencement of Annual Charges; Due Dates. The annual maintenance charges provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. The first annual charge shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual charge against each Lot at least thirty (30) days in advance of each annual charge period. Written notice of the annual charge shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the charges on a specified Lot have been paid.

Section 7. Limitation on Annual Charge. During the period from the date hereof through December 31, 1990, the monthly charge in any calendar year shall not exceed the Limitation Amount. The term "Limitation Amount" shall mean One Hundred and no/100 Dollars (\$100.00) for each Lot owned by such Owner. For years ending after December 31, 1990, the annual charge shall not exceed the Adjusted Limitation Amount. For purposes of this provision, the term "Adjusted Limitation Amount" shall mean the Limitation Amount adjusted as of January 1, 1989, and every subsequent January 1, by increasing such amount by a percentage of such amount equal to the percentage increase in the Consumer Price Index published by the United States government for the current year over and above the Consumer Price Index for the immediately previous year.

Section 8. 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 of 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 conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each Owner agrees to pay 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 such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following 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 or obligation. Any judgement 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 the 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 any 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 a claim of lien on behalf of the Association against the property of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any 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 (with any proper offset allowed);
4. That the claim of lien is made by the Association pursuant to this Declaration; and
5. That a lien is claimed against said property in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim of 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 or 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 in Article IX, Section 8. Any such lien may be foreclosed by appropriate action in court or 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 this lien in this manner and also hereby expressly waives the defense of the statute of limitations applicable to the bringing of any suit or action thereon.

Section 8. 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 IX. 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 payment which became due 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.

ARTICLE X

AMENDMENT OF DECLARATION

Section 1. Amendment by HOA. The HOA reserves the right to unilaterally amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Article X, Section 3 hereof and provided, further, that this right of unilateral amendment shall expire after all Lots have been sold to Owners after which time this Declaration may be amended only in the manner set forth in Article X, Section 2 below.

Section 2. Amendment by Association. 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 mailed to the Owners not less than ten (10) days nor 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 thereon 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 two-thirds (2/3) of the Owners 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 Board as having been duly adopted and the original or executed copy of such amendment or amendments (certified and executed with the same formalities as a deed) shall be recorded in the Office of the Judge of Probate 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 information which identifies 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 3. Restrictions on Amendment.

- (a) No amendment shall materially adversely affect the right of any Owner or particular group of Owners, unless such Owner or all Owners so adversely affected shall consent thereto.
- (b) No amendment shall materially adversely affect the rights and priorities of any mortgagees holding a mortgage of record on any Lot or change the provisions of this Declaration with respect to said mortgagees, unless all mortgagees of record so adversely affected shall consent thereto.
- (c) Removed my membership amendment. April 2023.

Section 4. 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 any Owners or mortgagees 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 interests of any other party, then such error or omission may be corrected by the filing of an amendment of this Declaration executed by the HOA without the consent of any other party.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage paid, return receipt requested, to the street address of the Lot owned by such Owner.

Section 2. Severability. Invalidity of any provision or provisions hereof by judgement or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

Section 3. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

Section 4. Captions. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.

Section 5. Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, and any covenant and restriction

contained in any deed or other conveyance of a Lot, then the provisions of this Declaration shall prevail.

Section 7. Effective Date. This Declaration shall become effective upon its recordation in the Office of the Judge of the Probate of Shelby County, Alabama.

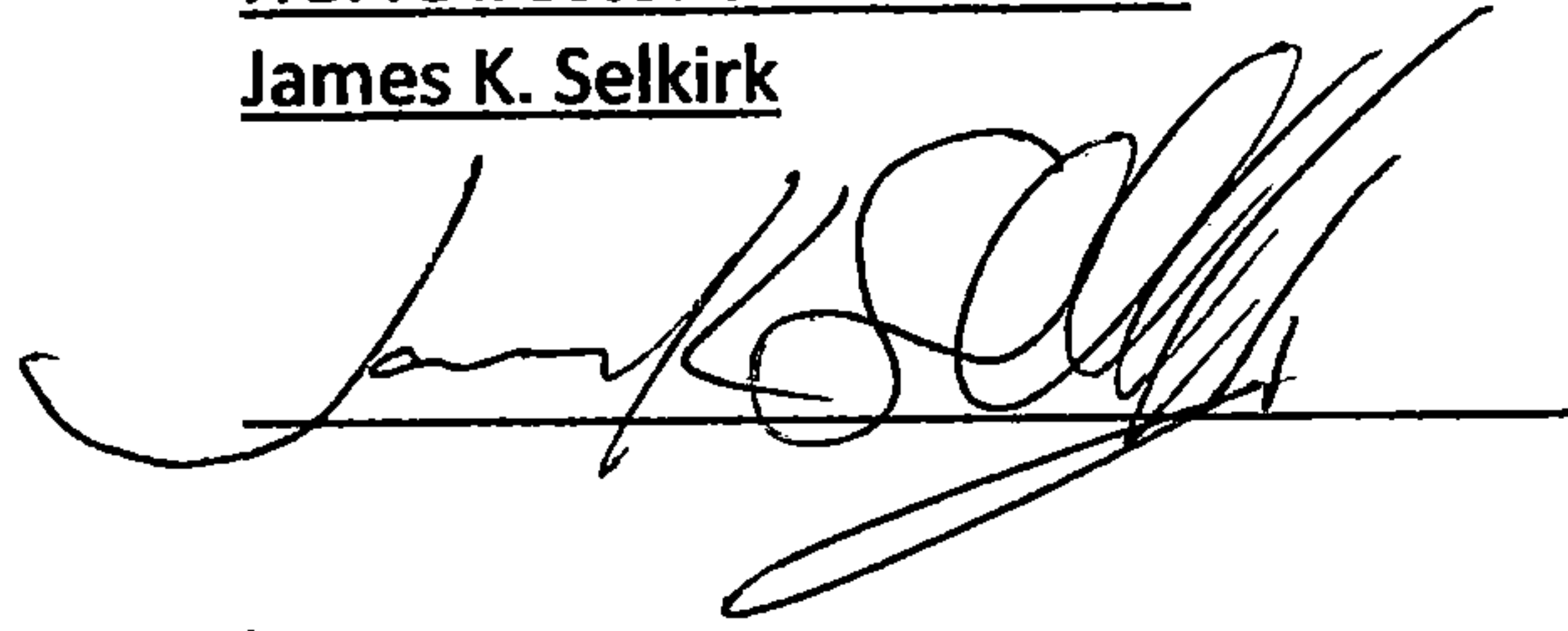
IN WITNESS WHEREOF, the undersigned have duly executed this Declaration as of the date first above written.

Covenants as Amended by Membership

April 14, 2023

HOA Director and President

James K. Selkirk



STATE OF ALABAMA)
COUNTY OF SHELBY)

NOTARY INFO ON ORIGINAL DOCUMENT

Alabama
Shelby

4/14/2023

Brittany Henderson

my commission expires 7-14-2026