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STATE OF ALABAMA     )  
SHELBY COUNTY         )

**DECLARATION OF PROTECTIVE COVENANTS  
FOR  
HUNTLEY RIDGE, A RESIDENTIAL SUBDIVISION**

THIS **DECLARATION OF PROTECTIVE COVENANTS** (the "Declaration") is made as of this the 4<sup>th</sup> day of June, 2024, by **GRANT'S MILL, LLC**, an Alabama limited liability company ("Developer"), and declares that the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (the "Protective Covenants").

WHEREAS, the Developer is the owner of certain real property located in Shelby County, Alabama and more particularly described on Exhibit A attached hereto, which real property the Developer plans, by phases, to develop into a residential subdivision to be known as Huntley Ridge (the "Subdivision"); and

WHEREAS, the Developer has completed the Subdivision, the plat for which is recorded in Map Book 59, Page 98, in the Office of the Judge of Probate of Shelby County, Alabama (the "Record Map"); and

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to these Protective Covenants, all of which are for the benefit of the said real property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities to create a not-for-profit corporation (the "Association") to which should be delegated and assigned the powers of maintaining and administering certain areas thereof which benefit all owners of property therein and enforcing these Protective Covenants and of levying, collecting and depositing such charges and assessments as may be authorized in this Declaration for that purpose; and

WHEREAS, the Developer intends to incorporate the Association under the Alabama Nonprofit Corporation Act for the purpose of, among other things, exercising the aforesaid functions.

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, together with all other real property that the Developer may elect to add thereto pursuant to and in accordance with Section 2.03 hereof, is and shall be held, transferred, sold, conveyed, leased, rented and occupied subject to these Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their grantees, heirs, successors and assigns.





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## ARTICLE I DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Section 1.01 “Additional Property” shall mean and refer to any real property lying adjacent to or in close proximity with the Property (but which does not presently comprise any part of the Property) which the Developer may from time to time submit and add to the provisions of this Declaration.

Section 1.02 “Association” shall mean and refer to Huntley Ridge Homeowners Association, Inc., a not-for-profit corporation, to be formed in accordance with this Declaration under the Alabama Nonprofit Corporation Act, as well as its successors or assigns, and these Protective Covenants are referred to in the Articles of Incorporation (the “Articles”) and By-Laws (the “By-Laws”) of the Association.

Section 1.03 “Association Turnover Date” shall mean the last date on which all of the following events have occurred: (i) all of the Lots in Huntley Ridge have been deeded from Developer to individual purchasers who are not Developer or an affiliate of Developer, (ii) Developer has formed the Association, (iii) all of the Common Areas have been deeded to the Association, and (iv) the Association is operative.

Section 1.04 “Builder” shall mean any person who, or entity that purchases, otherwise acquires or otherwise comes to own one or more Lots for the purpose of constructing a Dwelling thereon for later sale to consumers or lease to renters. No Builder shall be responsible for the obligations of Developer or the Association under this Declaration, except as expressly set forth herein or as otherwise agreed to by such Builder.

Section 1.05 “Common Area” or “Common Areas”, as the case may be, shall mean and refer to all real and/or personal property, including property which the Association owns, leases, holds an easement upon, or otherwise maintains for the use or enjoyment of the members of the Association, including, without limitation, a right of use, such as but not limited to, easements for ingress and egress to and within the Property and easements for surface water collection and retention or detention, and retaining walls. The use of the Common Areas shall be restricted to streetlights, landscape, entry features, drainage and retention or detention, medians, sidewalks and other pedestrian and/or bicycle paths, lighting, or any other use which the Board of Directors or other governing body of the Association may allow. The Common Areas shall be maintained by the Association, as provided below. Notwithstanding anything herein to the contrary, in no event shall the City of Pelham be responsible for the maintenance or repair of any Common Areas. Until such time as the Association Turnover (as defined below) occurs, the Developer reserves the right in its discretion to increase, decrease or otherwise alter the Common Areas, provided that it does not conflict with the requirements or prior approvals of the City of Pelham.

Section 1.06 “Common Expense” shall mean and refer to all expenditures made or incurred by or on behalf of the Developer or Association, as the case may be, in connection with the operation, maintenance and repair of the Common Areas.



Section 1.07 “Detention Facility” shall mean any area within the Property serving as a detention structure or facility, including but not limited to berms, swales or any facility designated as a “detention pond” or a “proposed detention facility” on the Record Map of all or any portion of the Property. The Detention Facility shall be deemed part of the “Common Areas”.

Section 1.08 “Developer” shall mean and refer to Grant’s Mill, LLC, an Alabama limited liability company, or its successors or assigns if such successors or assigns acquire any portion of the property from Grant’s Mill, LLC, or its successors or assigns, assume in writing the obligations of Developer, and are designated as successor developer by Grant’s Mill, LLC, or its successors or assigns. No mortgagee of the Property shall become Developer merely by virtue of acquiring an ownership interest in the Developer’s interest in all or any part of the Property as a result of realizing on the Property as collateral for a loan to Developer or its successors or assigns. Such a mortgagee may become an Owner by virtue of acquiring a fee simple interest in one or more Lots as a result of realizing on the Property as collateral for a loan to the Developer. Such a mortgagee may become a Developer by assuming in writing the obligations of the Developer and being designated by Grant’s Mill, LLC, or its successors or assigns. If Grant’s Mill, LLC ceases to function as Developer and if no other entity has assumed the duties of Developer, the Association shall be deemed the Developer.

Section 1.09 “Dwelling” shall mean and refer to any residential building, structure or other improvement on a Lot that is intended to serve as a home.

Section 1.10 “Institutional Mortgagee” shall mean and refer to any federal or state chartered bank, life insurance company, mortgage lender, federal or state savings and loan association, real estate investment trust, or other entity, agency or subdivision regularly engaged in the extension of credit secured by real estate mortgages which holds a duly recorded mortgage or other lien upon any Lot or portion of a Lot or any interest therein.

Section 1.11 “Lot” or “Lots”, as the case may be, shall mean and refer to individual lots within the Property as reflected in and on the Record Map of the Property as such may be recorded in the Office of the Judge of Probate of Shelby County, Alabama, as the same may be amended from time to time.

Section 1.12 “Owner” or “Owners”, as the case may be, shall mean and refer to those persons or entities who or which have fee simple title to any Lot or Lots, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding any lessee, purchaser, contract purchaser, or vendor who has an interest in any Lot solely by virtue of a lease, contract, installment contract, or other agreement.

Section 1.13 “Property” shall mean and refer to all real property that is presently or may hereafter be subject to this Declaration.

Section 1.14 “Record Map” shall mean, collectively, the Phase I Record Map, together with any and all subsequent subdivision plats relating to the Subdivision which may be recorded from time to time in the Office of the Judge of Probate of Shelby County, Alabama.

Section 1.15 “Yard” shall mean any and all portions of land lying within any Lot but outside the exterior structural walls of the primary building constructed on such Lot. The “Front



Yard” shall mean the land lying between any Lot line fronting a street and the exterior structural wall of the primary building. The “Rear Yard” shall mean the land lying between the Lot line that runs in substantially the same direction as the Lot line fronting the street and the rear exterior wall of the primary building except that in the case of lots fronting more than one street the Rear Yard shall be the land lying between the Lot line which is the greatest in distance from the street and the primary building. The “Side Yards” shall mean the land lying between all other Lot lines and the primary building.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION, AMENDMENTS THERETO, ADDITIONS OR DELETIONS THEREFROM

Section 2.01 **Legal Description.** The real property that presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Shelby County, Alabama, and is described in the Record Map. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2.02 hereof.

Section 2.02 **Platting and Subdivision of the Property.** The Developer shall be entitled at any time and from time to time, to subdivide, plat or re-plat all or any portion of a Lot or the Property, and to file subdivision restrictions or amendments thereto with respect to any undeveloped portion or portions of the Property.

Section 2.03 **Additional Property.** The Developer reserves the right in its absolute discretion, at any time, to add any Additional Property to the provisions of this Declaration. The Additional Property need not be consented to or approved by any Owner, occupant, or Institutional Mortgagee of any Lot. The Developer shall subject any such Additional Property to this Declaration by an instrument executed by the Developer in the manner required for the execution of deeds and recorded in the Probate Office of Shelby County, Alabama, which instrument shall be deemed an amendment to this Declaration and shall refer to this Declaration stating the book and page number in the Probate Office of Shelby County, Alabama where this Declaration is recorded, contain an exact description of Additional Property, state any differences that the Developer, in its sole discretion, specifies to regulate and control the use of said Additional Property, and contain a statement that the Additional Property is conveyed subject to the provisions of this Declaration. After submission of any Additional Property to the terms and provisions of this Declaration, the number of votes in the Association shall be increased by the number of Lots within the Additional Property, so that there shall continue to be one vote in the Association per Lot within the Property; subject, however, to the remaining provisions of this Declaration.

## ARTICLE III

### ARCHITECTURAL CONTROL

Section 3.01 **Architectural Review and Approval.**



(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any Lot shall require the approval in writing (the "Letter of Approval") of the Committee (as described in Section 3.02 below) before any work is commenced. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO EXTERIOR APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY, LIABILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, INTERIOR DESIGN, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS. Commencement of construction prior to receipt of the Letter of Approval of the Committee is strictly prohibited.

(b) No improvement or structure of any kind, including without limitation any Dwelling, fence, wall, sign, lighting system, site paving, grading, parking, screen enclosure, statuary, flags, flag poles, water fountains, yard sets, window awnings or other exterior window coverings, decorative building, landscaping, landscape device or object, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration thereof be made unless and until the Committee shall have issued a Letter of Approval with respect thereto.

#### Section 3.02 Architectural Control Committee.

(a) All architectural review and control functions shall be administered and performed by the Architectural Control Committee (the "Committee"). The Committee shall be composed of no more than three (3) members, and at all times, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property, until the Association Turnover Date. From and after the Association Turnover Date, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. The initial members of the Committee shall be Price Hightower and Clint Johnston.

(b) The Committee shall not be required to conduct regular meetings. The Committee may conduct special meetings upon five (5) days' notice from the chairman elected by such Committee at such times and locations as may be established by the Committee.

(c) The members of the Committee may, as a Common Expense, retain the services of a registered architect, registered engineer, registered landscape architect, or other licensed professional to provide advisory services to and consult with the Committee in connection with the performance of its duties hereunder.

Section 3.03 Powers and Duties of the Committee. The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans more particularly set out herein, including site plans, for construction of improvements on Lots within the Property in accordance with the provisions of these Protective Covenants. In connection with the foregoing, the Committee shall have the following powers and duties:





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(a) To propose, adopt, alter and amend rules and regulations applicable to builders, general contractors, and subcontractors who are engaged in the construction of improvements on any Lot or any portion of the Common Area within the Property.

(b) To require submission to the Committee of plans and specifications for any improvement or structure of any kind (including without limitation satellite equipment, fences, doghouses, detached storage buildings, basketball goals, etc.), and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building or fencing the construction or placement of which is or is proposed upon any Lot. Such plans and specifications shall be in such form and shall contain such information as is required in Section 3.04 hereof.

(c) 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 and to approve or disapprove any improvements constructed pursuant to such plans and specifications after the same have been fully completed. The Committee shall meet as necessary to approve plans and specifications. Prior to the use or occupancy of any improvement or structure constructed or erected on any Lot, the Owner thereof shall apply for a certificate from the Committee (the "Compliance Certificate") that the construction thereof has been completed in accordance with the aesthetic requirements of the plans and specifications approved by the Committee. If any improvement or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the Committee, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the Committee, then the Owner shall, upon and in accordance with a demand by the 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 Committee, and shall bear all costs and expenses of such restoration or compliance, including the costs and attorneys' fees of the 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 notice to the contrary shall have been recorded in the Probate Office of Shelby County, Alabama, or legal proceedings shall have been instituted to enforce such compliance. Any agent or member of the Committee may at any reasonable time enter any building or Property subject to the jurisdiction of the 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. The Committee may, from time to time, delegate to a person or persons, who may or may not be a member of the Committee, the right to approve or disapprove plans and specifications and to issue such certification. The approval by the Committee of the builder or contractor and/or plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to such builder or contractor and/or any of the features or elements embodied in such plans or specifications if and when the same builder or contractor and/or the same features and elements are embodied in any plans and specifications subsequently submitted for approval for other Lots. Any Owner aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association (the "Board"), within thirty (30) days of such decision, for a review thereof. The determination of the Board, after reviewing any such decision, shall in all events be dispositive.





(d) To adopt fees that shall be designed to reimburse the Association for the necessary and reasonable costs incurred by it in processing requests for Committee approval of any matters under its jurisdiction. Such fees, if any, shall be payable to the Association at the time that any application for approval is sought from the Committee. In the event the Owner does not pay such fees, they shall become a lien of the Association on the affected Lot enforceable in the manner specified in Article V hereof.

(e) To modify, amend, or otherwise change the design criteria set forth in Section 3.05 below, so long as such modification, amendment, addition or change will not, in the opinion of the Committee, be inconsistent with the architectural environment of the Property or have a material adverse effect on improvements then existing within the Property. or to adopt and approve additional design criteria for the Property. Such changes or additional criteria shall be effective upon approval in writing by (i) a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of adoption of any change hereto or of any additional design criteria shall be available to each member of the Association, but delivery shall not be a condition precedent to adoption of such modification or additional criteria, or the validity and enforceability thereof.

Section 3.04 **Review Documents.** One set of prints of the drawings (herein referred to as "Plans") for the exterior of each Dwelling or other structure proposed to be constructed on each Lot shall be submitted for review and approval to the Committee. The Plans submitted to the Committee may be retained by the Committee.

(a) The Plans must include an accurately drawn and dimensional plot plan showing all setbacks, easements, drives and walks.

(i) The Plans must include the elevations of all sides of the proposed structure.

(ii) The Plans must include a summary of the exterior specifications, including roof color and manufacturer, brick name and manufacturer, and exterior paint colors and manufacturer.

(iii) The Plans must include the name and address of the Lot Owner's contractor who will construct the Dwelling and all other improvements to the Lot.

Section 3.05 **Design Criteria, Structure.**

(a) It is the intent of Developer that Huntley Ridge will generally present a consistent architectural environment. The following types of exterior materials, among others, are acceptable, subject to final approval of the actual appearance of such materials by the Committee:

(i) Brick, stone, masonry stucco, cedar shakes, Hardi-Plank style siding, vinyl siding, simulated stone or a combination thereof.

(ii) No concrete block, cinder block or concrete shall be used as an exposed building surface without the express approval of the Committee. Any retaining walls built by Developer are not subject to this requirement.



(b) Reflective glass shall not be permitted on the exterior of any Dwelling, and no foil or other reflective material which produces the same effect as reflective glass shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(c) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be located only at the side or rear of a dwelling.

(d) Satellite dishes, not to exceed eighteen inches in diameter, are permitted, but none shall be visible from the front of any Dwelling where practical. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any lot or Dwelling that may interfere with the reception of radio or television signals within the Property.

(e) No plumbing vents or attic ventilators shall be placed on the front elevation of the roof. All vents, fans or other items protruding from roofs shall be painted in as nearly the same color as the roof covering as is possible and shall be located on the rear or side of the roof. Any material other than natural copper used for roof valleys, flashings, drips, downspouts or gutters shall be painted to blend with roof color or with the color of the exterior finish of the dwelling. No solar or other energy collection device or equipment shall be maintained on any Lot or Dwelling.

(f) All driveways and sidewalks shall be finished with concrete. Dirt, gravel and loose stone driveways following completion of construction of a dwelling are prohibited.

(g) A decorative metal shroud is required at the termination of each chimney chase.

(h) All mailboxes shall be located and constructed in accordance with U. S. Postal Service specifications and the style approved by Developer.

(i) Developer shall cause the applicable utility to install street lighting in Huntley Ridge, which shall consist of electric lamps mounted on top of a post.

(j) All windows must be wood frame, vinyl or aluminum.

(k) Except as permitted by the Committee, chain link, wire, or metal fences of any type are prohibited. All fences must have a wood shadow box frame and must not exceed six (6) feet in height. All fences, including materials and location, must be approved by the Committee prior to construction and must comply with the City of Pelham's approval process. No fence shall be constructed on any Lot closer to the front of a Dwelling than the point that is one-third (1/3) of the depth of the Dwelling from the rear, without Committee approval. No fence, wall, hedge, or shrub planting which obstructs sight lines from any roadways within the Property shall be placed or permitted to remain on any Lot. All fencing installed in any drainage easements are to not block but allow adequate stormwater flow. Developer may install, at Developers' discretion, any type fencing necessary to preserve or enhance the aesthetic nature of the Subdivision or to provide security at any common area or drainage area.

(l) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers.



(m) Outside clothes lines or other facilities for drying or airing clothes shall not be permitted. Barbecue grills and other types of outdoor cooking equipment shall be located at the rear of the Dwelling.

(n) Except as permitted by the Committee, accessory structures, including without limitation accessory buildings, detached garages, pool houses, utility sheds, basketball goals, doghouses will not be permitted. All play equipment, arbors, and gazebos shall be located so as to have a minimum visual impact on adjacent properties. Fountains, birdbaths, sculptures or doghouses shall be permitted but shall be limited to the Rear Yards only. No trailer, tent, shack or barn, whether of a temporary or permanent nature, shall be erected on any Lot at any time.

(o) No facilities, including poles, wires, pipes and conduits for the transmission of electricity, telephone, gas, water, sewer, cable television, security and other uses shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, except as is expressly permitted or referred to herein or unless installed by the Developer or Builder. No Lot Owner shall erect or permit any other party to erect any such overhead wires, poles or facilities of any kind. Each Lot Owner agrees, by acceptance of a deed to a Lot within the Property, to connect utility service lines (including, but not limited to, natural gas, water, sewer, cable television and electricity) at points designated by the Developer.

Section 3.06 **Limitation of Liabilities.** Neither the Committee nor any architect, nor any engineer, nor agent thereof, nor Developer, nor the Association, shall be responsible in any way 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. It is specifically agreed that the scope of review by the Committee shall be limited to aesthetic characteristics and 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 matter. Neither the Committee, nor any member thereof, shall be liable to any Owner for any action taken, or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

Section 3.07 **Exclusive Residential Use and Improvements.**

(a) All Lots in the Property shall be known, used, and described as residential Lots and shall be used for single family residential Dwellings exclusively, and for no other purpose. No Owner other than the Developer shall subdivide a Lot so as to decrease the size of any Lot as shown on the Record Map; provided, however, that the Developer retains the right to subdivide any Lot owned by it. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family residence dwelling with not more than two stories, excluding the basement as a story, and a private garage. For purposes of this section 3.07(a), attics, attic areas and roofs shall not be included as a story. No open deck or other structure requiring separate and independent support to the ground shall be constructed so as to be higher than the top of the first floor of the Dwelling.





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(b) No more than one single-family unit shall occupy any Dwelling. For purposes of this section, and except as may be otherwise provided by law, a single family shall mean a group of people related to the owner, the spouse of the owner, or any person cohabiting with the owner by blood or marriage within the first degree of affinity as determined under the civil law.

(c) Except as otherwise provided in this Declaration, no Lot, Dwelling or any other improvement located thereon shall be leased or rented without the prior written approval of the Board and Developer, for so long as Developer owns any Lot or other portion of the Property; furthermore, in no event shall any lease permitted in writing by the Board and Developer be for a term less than six (6) months. Notwithstanding the foregoing, Developer hereby reserves the right, on behalf of itself and any affiliate of Developer, to lease or rent Dwellings on any Lots owned by Developer (or an affiliate thereof) for a term of not less than six (6) months without the need to obtain additional Board approval.

#### Section 3.08 Subsurface Conditions.

(a) Approval of the submitted Plans by the Committee as herein provided shall not be construed in any respect as a statement, representation or warranty of or by the Committee, the Developer, or any person acting on behalf of them, to the Owner or any other person submitting such Plans, or successors or assigns of such Owner, that the surface or subsurface conditions of the Lot are suitable for the construction of the improvements contemplated by such Plans. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all structures and other improvements thereon.

(b) None of the Association, the Committee (and their respective individual members), or the Developer or its partners, agents, and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Owner, or the successors, assigns, licensees, lessees, employees and agents of any Owner, for loss or damage on improvements, or structures now or hereafter located upon the Property, or on account of injuries to any Owner, occupant, or other person in or upon the Property, which are caused by known or unknown sinkholes, underground mines, limestone formations or other similar conditions under or on the Property.

Section 3.09 Variance Requests. The Committee, in its discretion, shall have the authority to modify the requirements of this Article III upon the request for a variance from such requirements by an Owner with respect to his, her or its Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request should not be deemed to be in violation of these covenants. The granting or denial of a request for variance shall not be binding on the Committee, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

Section 3.10 Landscaping. Each Lot shall, to the extent practicable, incorporate into the landscaping plan therefor the natural plant life existing on such Lot, and shall otherwise take such steps which will, to the extent practicable, preserve the existing trees, plant life, wild flowers, and natural environment, including natural drainage channels which exist on such Lot. Upon the



completion of a Dwelling, all front, side and rear yards must be landscaped with materials approved by the Committee.

Section 3.11 **Setback Requirements.** The following setback requirements shall be applicable to the Lots in the Record Map, except as may be otherwise shown on any recorded map or plat:

- (a) Side setback requirements shall be ten feet (10'-0") from the nearest Dwelling.
- (b) Rear setback requirements shall be twenty-five feet (25'-0").
- (c) Front setback requirements shall be twenty-five feet (25'-0").

(d) For purposes of subparagraphs (a) through (c) above and any other setback requirements as may be shown on the Record Map, steps, stoops, uncovered porches, uncovered terraces and uncovered decks shall not be deemed a part of the Dwelling.

#### ARTICLE IV EASEMENTS

Section 4.01 **Owners' Easement With Respect to Common Areas.** Every Owner shall have a right and easement of enjoyment in and to all Common Areas subject to the limitations set forth in this Declaration. An Owner may assign his or her rights to the use and benefit of the Common Areas to a person who is renting or leasing a Dwelling; provided, however, that such Owner's voting rights in the Association shall not be assignable in connection therewith.

Section 4.02 **Drainage Easement.** Drainage flow shall not be obstructed or diverted from the Detention Facility or any other drainage swales, storm sewers and/or utility easements as reflected on the Record Map, or as may hereafter appear on any plat of record in which reference is made to these Protective Covenants. Each of the Developer and the Association may locate and construct the Detention Facility and other drainways for surface water wherever and whenever (including any Lot) such action may appear to Developer or the Association to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots or Common Areas. The provisions hereof shall not be construed to impose any obligation upon Developer or the Association to locate or construct such drainway. No permanent structure may be constructed or placed in such drainage or flowage easement area, except for permanent fencing. However, the permanent fencing installation must allow surface water drainage to pass through the fence line. If the permanent fence blocks or hinders surface water drainage, the Committee has the power to remove said fence. Each Lot owner also agrees, upon a conveyance of a Lot and by acceptance of a deed to a Lot, to assume all the risks and hazards of ownership or occupancy attendant to such Lots, including but not limited to its proximity to waterways.





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Section 4.03 **Utility Easement.** Developer reserves for itself and the Association the right to use, dedicate and/or convey to the appropriate local authority or agency, and/or to the appropriate utility company or other companies, rights-of-way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Record Map or as may hereafter appear on any plat of record of Property subject to these Protective Covenants. Until the Association Turnover Date, Developer reserves the right to permit any Builder to use the easement rights under this Section 4.03 as may be necessary or desirable in Developer's discretion.

Section 4.04 **Additional Easements and Uses.** Until the Association Turnover Date (and thereafter the Association), the Developer, on its own behalf and on behalf of all Owners, who hereby appoint the Developer (or the Association after the Association Turnover Date), irrevocably, as their attorney-in-fact for such purposes, shall have the right to grant such additional electric, telephone, water, sanitary sewer, landscaping, irrigation, security, maintenance, drainage, gas, cable television and/or other utility, recreational or service easements or facilities (subject to applicable restrictions), in any portion of the Property, and to grant access easements or relocate any existing access easements in any portion of the Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the general welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided (a) such new easements or relocation of existing easements will not, in the opinion of the Board of Directors of the Association, unreasonably interfere with any Owner's enjoyment of the portion of the Property owned by such Owner, (b) any required work is done at the sole cost and expense of the Association (but shall be deemed a Common Expense), and after completing such work, the Association will restore any portion of the Property which was affected to the same or as good a condition as existed immediately before the commencement of such work, and (c) following the completion of such work, the Association shall cause a survey to be made of the easement showing its location on the Property and cause the same to be recorded in the Probate Office of Shelby County, Alabama. Such right of the Developer and/or the Association shall also include the right to provide for such simultaneous or concurrent usage of any presently existing or additional easements for such purposes, not infringing upon their stated purposes, as it may deem necessary or desirable, including, but not limited to, their use for the recreational purposes of the Owners, their respective tenants, employees, guests, invitees, licensees and agents.

Section 4.05 **Additional Documents.** All Owners agree, upon the request of the Developer or the Association, 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 IV.

Section 4.06 **Limitations.** Any easements which may be created pursuant to this Article IV shall be appurtenant to, and the benefits and burdens thereof shall pass along with the title to, every Lot, and are further subject to the following limitations:

- (a) All provisions of this Declaration and the Articles and By-Laws of the Association;



(b) All the rules and regulations governing the use and enjoyment of the Common Areas which may have been or may hereafter be adopted by the Association; and

(c) All restrictions contained on any and all plats of all or any part of the Common Areas or any other part or parts of the Property.

## ARTICLE V COVENANTS VOR MAINTENANCE ASSESSMENTS

Section 5.01 **Affirmative Covenant to Pay Assessments.** Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, whether or not it shall be so expressed in any such deed or other instrument, including any purchaser at a judicial sale, shall be obligated and hereby covenants and agrees to pay to the Association, in the manner set forth herein, all assessments or other charges, determined in accordance with the provisions of this Declaration (the "Assessments"). Each of Developer and Builder shall be exempt from the obligation to pay Assessments.

Section 5.02 **Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively for the preservation of the appearance, value and amenities of the Property, and in particular for the improvement, preservation, maintenance and administration of the Common Areas (including, without limitation, the payment of Common Expenses under Article VI below) and of any easement in favor of the Association and/or the Owners, as well as for such other purposes as are properly undertaken by the Association.

Section 5.03 **Annual Assessments.** The Association shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Article VI below) and such other recurring or projected expenses as the Board may deem appropriate. The Assessment year for the Annual Assessment need not be the calendar year. As of the date of this Declaration, the Developer estimates that the initial Annual Assessments shall be approximately \$360.00 per year per Lot. Notwithstanding anything herein to the contrary, however, until the Association Turnover Date, the Developer shall have the right to determine the projected Annual Assessments.

Section 5.04 **Special Assessments.** In addition to the Annual Assessments specified in Section 5.03 above, the Association may at any time levy one or more Special Assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, or expected or unexpected repair to or replacement of any of the Common Areas, including any fixtures and personal property related thereto.

Section 5.05 **Duties of the Board of Directors.** The Board shall fix the amount of all Assessments, the date of commencement for each Assessment, and the due date of such Assessment, on a per Lot basis, at least thirty (30) days in advance of any such commencement date, and shall at that time, prepare a roster of the Lots and Assessments applicable thereto, which roster shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the amount of the Assessment, the commencement and due dates shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement.





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Section 5.06 **Date of Commencement and Due Date for Assessments.** The liability of a Lot for any Assessment shall commence on the date or dates (which shall be the first day of a month) fixed by the Board in the resolution authorizing such Assessment. The due date of any such Assessment (which may be different from the commencement date) shall also be fixed in the resolution authorizing such Assessment (but which need not be the first day of a month). Such Assessments shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as so fixed in the resolution authorizing the Assessment. Notwithstanding anything herein to the contrary, until the Association Turnover Date, the Developer shall have the right, at the closing of the sale of a Lot or Dwelling to an individual purchaser, to collect the prorated Annual Assessment for such Lot or Dwelling from such purchaser.

Section 5.07 **Allocation of Assessment.** The Board shall allocate a portion of each Assessment to each Lot in the proportion that each Lot bears to the total number of Lots within the Property (to the nearest one-thousandth).

Section 5.08 **Certificates Concerning Assessments.** The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee or any Institutional Mortgagee a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 5.09 **Liability of Owners for Assessments.** No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of the Lot.

Section 5.10 **Effect of Non-Payment of Assessments.** The Lien, the Personal Obligation; Remedies of the Association.

(a) If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth (30<sup>th</sup>) day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.

(b) If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate permitted under Alabama law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment all attorneys' fees incurred in attempting to collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided together with the costs of the action. The lien granted





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to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association.

(c) The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. Such Claim of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees and advances to pay taxes, prior encumbrances and other proper charges together with interest thereon, all as provided herein. Such Claim of Lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such Claim of Lien, the same shall be satisfied of record. No sale or other transfer of a Lot shall relieve any Owner from liability for any Assessment due before such sale or transfer, nor from the lien of any such Assessment. The written opinion of an officer of the Association that any lien is subordinate to any given mortgage shall be deemed to be dispositive of that issue.

(d) The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office of Shelby County, Alabama prior to the date of recording the Association's Claim of Lien. Where an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage or where any Institutional Mortgagee or its designee accepts a deed to a Lot in lieu of foreclosure, such acquiror of title, its successors and assigns, shall not be liable for any Assessment pertaining to such Lot or chargeable to the former Owner which became due prior to the acquisition of title to such Lot, unless such delinquent Assessment was secured by a Claim of Lien recorded prior to the recordation of the Institutional Mortgagee's mortgage. Nothing herein contained shall be construed as releasing the party liable for such delinquent Assessments from the payment thereof or liability for the enforcement or collection thereof by means other than foreclosure.

(e) Any person who acquires an interest in a Lot, except an Institutional Mortgagee as specifically provided above, including, but not limited to, persons acquiring title by operation of law or at a judicial sale, shall not be entitled to occupancy of the Lot or the use or enjoyment of the Common Areas until such time as all unpaid Assessments due and owing by the former Owner have been paid in full. Any party who has a contract to purchase a Lot, or who has made application for a loan secured by a mortgage on said Lot, may, by written request, inquire of the Association whether the Lot is subject to any Assessments which are due and payable and the Association shall give the requesting party a written response within ten (10) days of such inquiry providing information as to the status of Assessments on said Lot. The party making such request may rely on the information set forth in such response and the facts stated therein shall be binding upon the Association.

(f) The Association shall have the right to assign its Claim of Lien, and any other lien rights provided for in this Article V, for the recovery of any unpaid Assessments, to the Developer, to any Owner or group of Owners, or to any third party.



Section 5.11 **Exempt Property.** The Board shall have the right to exempt any portion of the Property from the Assessments, charges and liens created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

- (a) As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; or
- (b) As a Common Area as defined in Section 1.02 hereof.

## ARTICLE VI COMMON EXPENSES

The following are certain expenses with respect to the Common Areas which are hereby declared to be "Common Expenses" which the Developer (until the Association Turnover Date) or the Association is obligated to collect by Assessment, and which Owners are obligated to pay as provided in Article V hereof. The enumeration below of these expenses shall in no way limit the Association from deeming other expenses incurred in managing the Association or any part of the Common Areas and for the Property to be "Common Expenses" which are subject to collection by Assessment:

Section 6.01 **Maintenance and Repair of Common Areas.** Prior to the date on which the Association Turnover occurs, the Developer shall be responsible for maintaining the Common Areas, including any detention pond inspections. From and after Association Turnover Date, the Association shall be responsible for maintaining the Common Areas. The cost and expense to keep and maintain the Common Areas in good and substantial repair and in a clean and attractive condition, if any, including the charges in Section 7.01 of this Declaration. These Common Areas include, but are not limited to, streetlights, irrigation, entrance features, fencing around the perimeter of the Property, bus stop area, overflow parking area, the Detention Facility and all other drainage areas and pipes. The Detention Facility shall be inspected bi-annually to ensure overall functionality as originally designed and constructed, including removal of excess silt or sediment. Such inspection shall include the following information: (i) facility type, (ii) inspection date, name of inspector and inspector's signature, (iii) site location, (iv) property owner's information, (v) condition assessment of all features of the Detention Facility, (vi) photographs, (vii) specific maintenance items or violations that need correction, and (viii) maintenance agreement. Additional inspections may need to be performed as required for the proper operation and maintenance of the Detention Facility. All maintenance activities performed on the Detention Facility shall be documented by the Developer or the Association, as applicable. All inspection and maintenance activities performed on the Detention Facility shall be made available to the City of Pelham and the Alabama Department of Environmental Management, upon request. Such inspection and any required removal of silt shall be performed by a reputable third-party party with reasonable experience in the silt removal and restoration process. If such third-party determines that the silt level in the Detention Facility is in excess of one foot, such excess silt shall be removed so that the silt level in the Detention Facility is returned to its original level, and such excess silt shall be disposed of in an appropriate manner and in compliance with all applicable laws outside of the Property. Any areas disturbed during the maintenance of the Detention Facility shall be restored, to the extent reasonably possible, to their prior condition.





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Section 6.02 **Management.** The cost and expense of such (i) employees or agents, including professional management agents, accountants and attorneys, and (ii) materials, supplies and equipment, as may be needed to provide for the management, supervision and maintenance of the Common Areas, including any actual cost borne by the Developer in the management of the same. Until the Association Turnover Date, the Developer reserves the right to cause the Association to retain a third party property management company to manage the repair and maintenance of the Common Areas.

Section 6.03 **Property Taxes.** All ad valorem taxes and other assessments relating and connected to the Common Areas, if any.

Section 6.04 **Reserves.** The Association shall establish contingency reserves for repairs to Common Area structures such as lighting or sidewalks. The Association may establish reserves for the payment of Common Expenses in the future.

Section 6.05 **Fidelity and Directors' Insurance.** Fidelity and Directors' Insurance covering all directors, officers and employees of the Association and all managing agents who handle Association funds, if any.

Section 6.06 **Interested Transactions.** The Association may obtain materials and services from the Developer or any of its Affiliates in connection with the management of the Association or any part of the Common Areas as herein contemplated; provided that the compensation for such materials and/or services is, in the opinion of the Association, comparable with the compensation of any non-affiliated third party providing similar materials and/or services which can be reasonably made available to the Association.

Section 6.07 **Enforcement of Declaration and Rules and Regulations.** All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the Association's duty to enforce all of the Protective Covenants and other terms contained in or imposed by this Declaration, and all rules and regulations adopted pursuant to the Articles, by the By-Laws or this Declaration.





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## ARTICLE VII RESTRICTIONS ON USE

### Section 7.01 Maintenance.

(a) It shall be the responsibility of each Owner to prevent any unclean, unsightly or unkempt conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

(b) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. In order to implement effective control, Developer reserves for itself, its agents and the Association, the right, after ten (10) days' notice to any Owner of a Lot, to enter upon such Lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Developer or the Association detracts from the overall beauty and safety of the Property. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer or the Association may charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration. The provisions of this section shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

(c) From and after the Association Turnover Date, all maintenance for the Common Areas will be the responsibility of the Association. Maintenance to be provided by the Association includes, but is not limited to, maintenance of the entrance to the Property, maintenance of all landscaping and grassed portions of the Common Areas, including medians, if any, maintenance of the lot, maintenance of any drainage areas, and general maintenance or repair of any kind whatsoever of any areas within the Property which are not the responsibility of a governmental authority or a specific Owner. Notwithstanding anything within this Declaration to the contrary, until such time as the Association occurs, Developer reserves the right to provide or contract to provide for all such maintenance services for the benefit of the Association and to bill the Association for the cost of such services not more frequently than quarterly.

### Section 7.02 Construction.

(a) In the event of any damage to any utilities, drainage structure, roadway, or other infrastructure by any Owner, or his or her agents, servants, employees, or contractors, the Developer or the Association shall have the right to repair any damage not repaired after ten (10) days written notice and to charge the Owner, or his or her contractor, the reasonable cost for such repair, which charges shall constitute a lien upon such Lot enforceable in accordance with Section 5.10 of this Declaration.

(b) During construction of any dwelling or improvement, the Owner must keep Lots, homes and garages maintained and clean and must keep Yards cut. All building debris, stumps, trees, and other waste must be removed from each Lot by the builder or contractor as often as



necessary to keep the Lot attractive. Excess and unused materials may be stored on a Lot for the duration of construction on said Lot.

(c) During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and material suppliers shall comply with all requirements of any governmental authorities having jurisdiction over the Property, including but not limited to the Alabama Department of Environmental Management and the Engineering Department of the City of Pelham.

Section 7.03 **Animals**. Subject to the Association's sole discretion, no animals, livestock, birds, insects or poultry of any kind or description except the usual household pets shall be kept, raised or bred on any Lot; provided, however, that no household pet may be kept on any Lot for commercial breeding purposes; provided further, that any household pets shall be confined to the Lot of the Owner thereof and must be kept on a leash when permitted to be outside. No more than two (2) outside pets per Dwelling shall be permitted.

Section 7.04 **Nuisance**. No noxious, offensive or illegal activities shall be carried on or permitted to exist upon any Lot or within the Property, nor shall anything be done on any Lot or within the Property which may be or may become an annoyance, embarrassment, nuisance or source of discomfort to the neighborhood or which would render any portion of the Lot or Dwelling thereon unsanitary, unsightly, offensive or detrimental to other Lot owners or which may result in the cancellation or increase of insurance coverage or premiums for others, or cause a violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Without limiting the generality of the foregoing, no horns, whistles, bells, or other similar sound devices other than security and fire alarm devices used exclusively for such purposes shall be located or placed upon any Lot, Dwelling or other portion of the Property.

Section 7.05 **Minerals**. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 7.06 **Garbage**. No trash, garbage, rubbish, refuse, waste or other debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the Property. All dead trees, limbs, leaves and other debris shall be removed from the Lot within a reasonable length of time. Trash, garbage, or other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Garbage containers shall at all times be kept at the Rear Yard or inside of a Dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate landscaping or fencing. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction with approval of the local governmental authorities and the Committee. The Owner of each Lot shall contract with the authorized agent in the City of Pelham, Alabama, for the collection of trash, refuse and garbage.

Section 7.07 **Signs**. Except as permitted by the Committee, billboards or advertising structures of any kind are prohibited, except that (i) Developer, builder and real estate marketing signs will be permitted during construction periods if approved by the Committee and (ii) one professional sign of not more than five (5) square feet will be permitted to advertise the Property





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for sale during sales periods. All builder or contractor signs shall be promptly removed after completion of construction. No sign shall be nailed or attached to trees. The Association shall have the right to remove all signage that is not permitted by, or otherwise fails to comply with, the provisions of this Declaration.

Section 7.08 **Damaged Structures**. Any dwelling or other structure on any Lot in the Property which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than sixty (60) days.

Section 7.09 **Roadway Obstruction**. Unless installed by the Developer, no fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway 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 fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree or shrub of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee. No basketball goals or other recreational equipment shall be permitted on any of the streets located within the Huntley Ridge development.

Section 7.10 **Boats, Trailers and Campers**. No boat, boat trailer, house trailer, truck (other than a standard size pick-up trucks or SUV), camper, golf cart or similar equipment or vehicle shall be parked or stored on any road, street, driveway, Yard or Lot located in the Property or otherwise be visible from any street for any period of time in excess of twenty-four (24) hours except in garages. Also, no unkempt, non-operational, non-maintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot or otherwise be visible from any street in the Property, but may be kept only in garages. No vehicles of any kind shall be parked on any Yard or natural areas of a Lot.

Section 7.11 **Trees**. All Owners shall use their best efforts to preserve as many trees as practicable on their respective Lots. During the construction of any improvements or Dwellings, the Owners and their agents, contractors, subcontractors and materials suppliers shall use their best efforts not to damage trees or other vegetation which, pursuant to this Declaration, are to be preserved.

Section 7.12 **Firearms**. There shall be no discharging of any type firearm or other weapon in the Property.

Section 7.13 **Due Care**. Each and every Owner and future Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any builders or contractors of such Owner, or employees and subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety





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and health of the public, and the safety and health of such Owner, his or her family, and any such builder or contractor and its employees and subcontractors.

Section 7.14 **Time and Hours of Construction.** Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months from date of commencement of construction.

Section 7.15 **Drainage.** No Owner shall restrict the planned flow of storm water along any street or road upon which the Owner's Lot fronts or adjoins. All proposed construction of driveways or other ingress and egress to each Lot shall be approved by the Committee in efforts to prevent violation of such restriction.

## ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 8.01 **Membership.** Every Owner, including the Developer for so long as it is an Owner, shall at all times be a member of the Association, from and after such time as the Association is formed. Membership shall be appurtenant to, and may not be separated from, fee ownership of any Lot. Membership shall attach automatically upon the acceptance of delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Probate Office of Shelby County, Alabama and a true copy of such recorded instrument is promptly delivered to the Association. Membership shall terminate automatically upon the tendering of delivery of an instrument of transfer of such ownership interest (provided such tender is accepted), or upon such ownership interest being divested in some other manner. Notwithstanding anything herein to the contrary, an Owner may not assign his or her membership in, or the right to vote on matters of, the Association to any person who is renting or leasing a Dwelling.

Section 8.02 **Voting.** Subject to the restrictions hereinafter set forth, each member shall be entitled to one (1) vote for each Lot in which he, she or it holds the interest required for membership. When one or more persons hold such interest, all such persons may be members, and the vote(s) for such Property shall be exercised in the manner set forth in the By-Laws, but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. There shall be no fractional voting. The votes of an Owner of more than one (1) Lot cannot be divided for any issue and must be voted as a whole. Except where otherwise required under the provisions of this Declaration, the Articles or the By-Laws, the affirmative vote of Owners who own a majority of the Lots which are represented at any meeting of members duly called, and at which a quorum is present, shall be binding upon the members. Voting may take place by proxy executed and delivered in the manner set forth in the By-Laws.

Notwithstanding the provisions of this Section 8.02, until the Association Turnover Date, Developer shall have the exclusive right to (i) vote on all issues and matters of the Association, and (ii) elect the members of the Board of Directors of the Association, and in the event of vacancies, the Developer shall fill vacancies. Until the Association Turnover Date, Developer at its sole discretion shall act and have the authority to act as the Association and have such rights and such obligations as are created herein.



Developer shall schedule an organizational meeting of the Association on the anticipated Association Turnover Date for the purpose of transitioning control of the Association to the members of the Association. Developer shall send written notice of such organizational meeting to the members of the Association in accordance with Alabama Code Section 10A-3-2.03 at least one hundred twenty (120) days in advance of the anticipated Association Turnover Date, which notice shall (i) state that the purpose of the meeting is to effect the transition of control of the Association to the members of the Association and to elect new Board members, (ii) provide for nominations of candidates to the Board at such organizational meeting on the written consent of at least ten percent (10%) of the membership, and (iii) state the name of all existing Board members who may continue to serve as Board members (if any).

## ARTICLE IX RIGHTS OF DEVELOPER

Section 9.01 **Indemnification**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer and/or the Association, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to roads, streets, gutters, walkways, Common Areas, or other portions of the Property, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer and/or the Association, or for which Developer and/or the Association has responsibility for maintenance thereof, at the time of such damage.

Section 9.02 **Limitation of Liability**. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees (all of whom are included in the term "Developer" for the purposes of this Section 9.02) from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, builders, contractors, and employees or subcontractors of such contractors, or any other persons whomsoever, for damages to property and personal injury or death (including but not limited to, the Developer's contributory negligence) which may arise out of or be caused directly or indirectly by such Owner on its Lot or Lots, and/or the use of or construction on said Lot or Lots by said Owner, any member of his or her family, their guests, agents, invitees, licensees, builders, contractors, or by any other person whomsoever. The indemnification by such Owner as set forth above shall also cover any and all expenses of Developer, including attorneys' fees resulting from any claims or demands.

## ARTICLE X NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES

Section 10.01 **Protective Covenants Running with the Land**. The foregoing Protective Covenants shall run with the land and constitute a servitude in and upon the Property and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner for a term of fifty (50) years from the date this Declaration is recorded, after which time the said





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Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement, which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots in the Property, agreeing to terminate or modify this Declaration has been recorded in the Probate Office of Shelby County, Alabama.

Section 10.02 **Default**. Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner (and any Institutional Mortgagee who or which has requested the same and provided to the Association an address for such notices).

Section 10.03 **Remedies for Default**. The existence of any default which has not been cured within thirty (30) days of the notice specified above shall give the Developer, the Association and any Owner, 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. All costs, fees and expenses, including attorneys' fees, incurred by any party enforcing or attempting to enforce these Protective Covenants shall be borne by the defaulting party.

Section 10.04 **Nature of Remedies; Waiver**. All rights, remedies and privileges granted to the Developer, the Association and the Owners 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 covenants or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction. Nothing contained herein shall be deemed or construed to require the Developer or the Association to take any action or do anything relating to the enforcement of these covenants, or the exercise of any remedy set out herein or as may be otherwise permitted by law.

Section 10.05 **Assignment**. The Developer and the Association shall have the right to assign their respective rights to enforce these Protective Covenants. In the event of such assignment, the assignee shall have all the rights, remedies and privileges granted to its assignor under the provisions of this Article X. Additionally, in the event that the Developer sells all (or substantially all) of the Lots in bulk to a third party buyer (the "Developer's Assignee"), the Developer shall have the right to assign to Developer's Assignee any and all right, title and interest of the Developer in the Huntley Ridge development, including without limitation all of the Developer's rights as "Developer" and declarant under this Declaration, in which case the Developer's Assignee shall succeed to all of the rights and privileges of Developer hereunder, provided that the Developer's Assignee expressly agrees in writing to assume all of the Developer's obligations as "Developer" or declarant under this Declaration, and such writing is recorded in the Probate Office of Shelby County, Alabama.

Section 10.06 **No Right of Reverter**. No covenant, condition or restriction set forth in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.



## ARTICLE XI AMENDMENT OF DECLARATION

Section 11.01 **Amendment by Developer.** Until the Association Turnover Date, the Developer reserves the right unilaterally to 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 Section 11.02 hereof. From and after the Association Turnover Date, this Declaration may be amended only by the affirmative vote of the majority of the Members of the Association.

Section 11.02 **Restrictions on Amendment.** Notwithstanding the foregoing provisions of this Article XII:

(a) No amendment shall materially adversely affect the rights and priorities of any Institutional Mortgagees of record or change the provisions of this Agreement with respect to Institutional Mortgages, unless all Institutional Mortgagees of record so adversely affected shall consent thereto.

(b) No amendment to this Declaration shall make any change in the qualifications of the membership nor diminish the voting or property rights of Members, without approval in writing by all Owners and the joinder of all Institutional Mortgagees.

(c) No amendment to this Declaration shall abridge, limit, amend or alter the rights, privileges, powers or options of the Developer or any Institutional Mortgagee, as the same are set forth in the Declaration, without the prior written consent of the Developer if it is so affected and any Institutional Mortgagee which is so affected.

Section 11.03 **Scrivener's Error.** Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of an amendment to this Declaration consented to by the Board of Directors of the Association and any Owners or Institutional 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 Declaration, 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 to this Declaration executed by the Board without the consent of any other party.

## ARTICLE XII GENERAL PROVISIONS

Section 12.01 **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 prepaid to the address of such Owner as it appears on the records of the Association at the time of such mailing. Any notice required to be sent to the Developer or the Association, as the case may be, shall be deemed to be sent when mailed by United States mail, postage prepaid, to their respective registered office in the State of Alabama.





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Section 12.02 **Severability**. Invalidation of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

Section 12.03 **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 12.04 **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 12.05 **Usage**. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 12.06 **Conflict**. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations, then the provisions of this Declaration shall prevail.

Section 12.07 **Effective Date**. This Declaration shall become effective when it has been recorded in the Probate Office of Shelby County, Alabama.

Section 12.08 **Owner's Acceptance**. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE FOR ANY LOT OR ANY INTEREST THEREIN, OR BY EXECUTION OF A CONTRACT FOR THE PURCHASE THEREFOR, UNCONDITIONALLY AGREES TO BE BOUND BY, AND TO COMPLY WITH, EACH AND EVERY TERM, PROVISION, COVENANT AND RESTRICTION CONTAINED HEREIN.

[signature page to follow]



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

**“DEVELOPER”:**

GRANT’S MILL, LLC

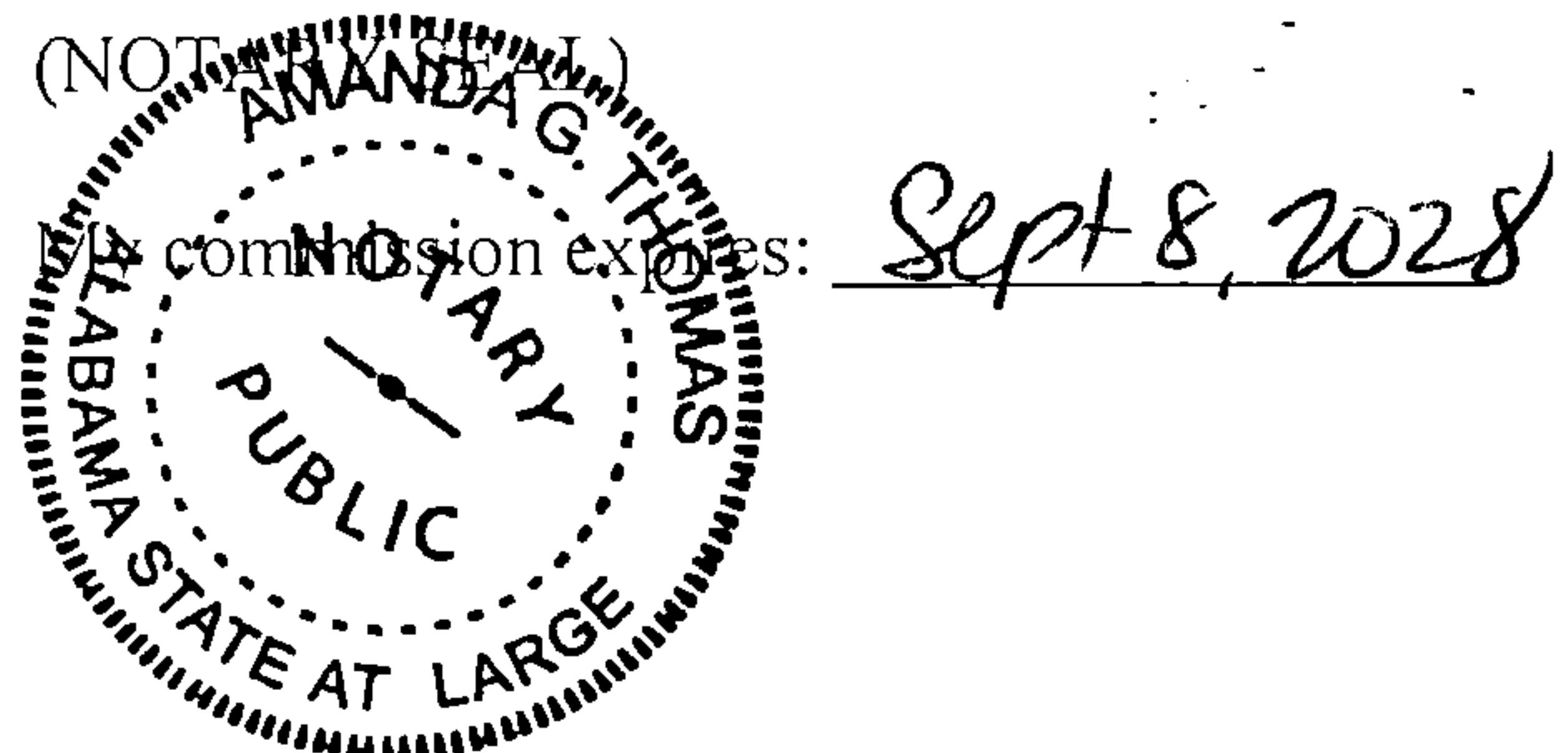
By: [Signature]  
Name: Clint Johnston  
Its: President

STATE OF ALABAMA                   )  
SHELBY COUNTY                    )

I, the undersigned, a Notary Public in and for the State at Large, hereby certify that Clint Johnston, whose name as President of GRANT’S MILL, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority for and as the act of said limited liability company.

Given under my hand and official seal, this the 4<sup>th</sup> day of June, 2024.

Amanda G Thomas  
Notary Public



This instrument was prepared by:

David W. Morton  
Maynard, Cooper & Gale  
1901 Sixth Avenue North  
1700 Regions Harbert Plaza  
Birmingham, Alabama 35203  
205.254.1000





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**EXHIBIT A**

(Description of Property)

Huntley Ridge Phase 1, a residential subdivision, as recorded in Map Book 59, Page 98, in the Office of the Judge of Probate of Shelby County, Alabama.