

STATE OF ALABAMA       )  
COUNTY OF SHELBY       )



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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
HEARDMONT ESTATES, A RESIDENTIAL SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HEARDMONT ESTATES, A RESIDENTIAL SUBDIVISION (this "Declaration") is made as of the date set forth below, by Parade Home Builders, Inc., an Alabama corporation ("Developer"), which 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 (sometimes hereinafter referred to as the "Protective Covenants").

**WHEREAS**, the Developer is presently the owner of certain real property located in Shelby County, Alabama, a portion of such real property being described in the Plat Map recorded on 26th day of July, 2024, as Instrument Number 20240726000230630 in the Office of the Judge of Probate of Shelby County, Alabama (such property, together with any other property which may become subject to the Protective Covenants as hereinafter defined as "Additional Property", being collectively referred to herein as the "Property");

**WHEREAS**, the Developer intends to develop the Property into a residential subdivision, together with Common Areas hereafter described, as part of a planned residential community (collectively, the "Subdivision");

**WHEREAS**, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance and value of the Property, which benefit all Owners of the Property and, to this end, desires to subject the Property, together with such additions thereto as may hereafter be made, to the Protective Covenants, all of which are for the benefit of the Property and each Owner thereof; and,

**WHEREAS**, prior to Developer's conveyance of any lot to future home purchaser(s), the Developer intends to form an Alabama non-profit corporation homeowners' association Heardmont Estates Homeowners' Association, Inc. (the "HOA"), to which Developer shall delegate the responsibility for the ongoing management and regulation of the Heardmont Estates subdivision Common Areas and to assign the powers of enforcing the provisions of this Declaration and any additional covenants and/or restrictions that are placed against Property that is now or may hereafter be included in the development and levying assessments against the Owners of Lots within the subdivision to enable the HOA to perform such obligations.

**NOW, THEREFORE**, the Developer declares that the Property and such additions thereto as may hereafter be made pursuant to Section 1.1 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the 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 Property, as well as their heirs, successors and assigns.



## ARTICLE I DEFINITIONS

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As used in this Declaration, the following terms shall have the following meanings, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

1.1 “Additional Property” shall mean any additional property, which may hereafter be subjected to the Protective Covenants. Developer reserves the right, in its sole and absolute discretion and without the consent of the HOA or its Members or by any Owner, Occupant, or Mortgagee of any Lot or Dwelling, at any time and from time to time during the pendency of this Declaration, to add and submit any Additional Property to the provisions of this Declaration and, to the extent any of the Additional Property is specifically submitted to the terms and provisions of this Declaration by Developers then any such Additional Property shall constitute part of the Property.

1.2 “Architectural Review Committee” or “ARC” shall mean the Architectural Review Committee appointed pursuant to Article IV hereof with the rights and obligations conferred upon such Architectural Review Committee pursuant to this Declaration.

1.3 “Control Period”, shall mean the period of time until Developer, its successors and assigns, controls the Development as specifically set forth in below section 11.1.

1.4 “Development” shall mean Subdivision as shown on the Subdivision Plat.

1.5 “Lot(s) Owner(s)” or “Owner(s)” shall mean the record fee simple title Owner(s) of “Lot(s)”.

1.6 “Common Area” or “Commons Areas” as the case may be, shall mean and refer to all real and/or personal property, including property which the HOA owns, leases, or otherwise maintains for the use or enjoyment of the members of the HOA, and which shall be responsibility of the HOA to maintain, and which shall include, without limitation, the following: all detention ponds situated within the Property or any Additional Property hereafter subjected to these Protective Covenants; the monument sign and landscaping for the entrance area for the Subdivision; all installations for the furnishing of electricity, telephone, natural gas, sanitary sewer (including all pumping stations), water service and television cable not immediately appurtenant to any Dwelling; all outdoor exterior lighting not situated within the boundaries of any Lot; landscaping, trees, and walkways not situated within the boundaries of any Lot (which shall include the main entrance); all portions of the Property which are designed or designated on the Plat or otherwise for collecting, retaining, and discharging surface and subsurface water from the Property, including without limitation all drainage/utility easement area; and, any and all other areas designated on the Subdivision Record Map as a “Common Area.”

1.7 “Subdivision Plat”, “Subdivision Record Map” or “Plat Map” shall mean the Subdivision Plat and any Subdivision Plat for any current and future development property.





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## **ARTICLE II PROPERTY SUBJECT TO RESTRICTIONS**

2.1 Development of Property. Developer shall have the right, but not the obligation, for so long as Developer owns any Lot or Dwelling in the Property, to make improvements and changes to all Lots or Dwellings owned by Developer, including, without limitation, (i) changes in the location of the boundaries of any Lots or Dwellings owned by Developer, (ii) installation and maintenance of any water, sewer and any other utility systems and facilities, and (iii) installation of security and trash and refuse facilities.

2.2 Subdivision Plat/Developer's Lots. Developer reserves the right to record, modify, amend, revise and otherwise add to, at any time and from time to time, the subdivision plat of the Property setting forth such information as Developer may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of all Lots, Dwellings, Common Areas, Additional Property, public or private roads, utility systems, drainage systems, utility easements, drainage easements, access easements, set-back line restrictions, lakes, retention ponds and drainage basins. Any such subdivision plats or any amendments thereto shall be binding on the portions of the Property indicated thereon as if such Subdivision Plat were specifically incorporated into this Declaration. Notwithstanding anything provided to the contrary in this Declaration, Developer may at any time or from time to time divide and redivide, combine and resubdivide any Lots owned by Developer.

## **ARTICLE III EASEMENTS**

3.2 Utility Easements. Developer reserves for itself and the HOA 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, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, surface drainage, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, surface water drainage, cable television, or other public conveniences or utilities, on, in and over the utility easements reflected on the Subdivision Record Map or as may hereafter appear on any plat of record of Property subject to these Protective Covenants. Without limitation upon the foregoing, Developer specifically reserves a ten (10) foot easement on the rear property line and a five (5) foot easement on the side of each Lot for surface water drainage, together with the right to construct within such reserved easement such swales and other surface water drainage systems as Developer shall, in its sole discretion, deem necessary. In addition, no utility junction boxes, enclosures, pedestals or other above ground utility apparatus (other than street lights) may be situated in the front yard of any Lot which is served by a rear private alley, unless the approval of the ARC is first obtained.

3.3 Additional Easements and Uses. This Declaration acknowledges all easements as shown on the Subdivision Plat and all documents of public record, including but not limited to, the monument sign easements and the pedestrian pathway easement. For so long as the Developer owns any Lot, the Developer, and, thereafter, the HOA, on its own behalf and on behalf of all Owners, who hereby appoint the Developer and/or the HOA, as the case may be, 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 HOA 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 HOA, 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 HOA, and after completing such work, the HOA 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 HOA 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 Office of Judge of Probate of Shelby County, Alabama. Such right of the Developer and/or the HOA 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, Occupants, and the Owner's and Occupant's respective tenants, employees, guests, invitees, licensees and agents.


3.4 Reservation of General Access Easement. Developer does hereby establish and reserve for the HOA and its respective agents, employees, representatives, invitees, successors and assigns, a permanent and perpetual nonexclusive easement appurtenant over, across, through and upon each Lot for the purpose of providing ingress to and egress from each Lot for (a) inspecting each Lot and any improvements thereon in order to determine compliance with the provisions of this Declaration and/or other applicable regulations or covenants, and (b) the performance of tire duties of the HOA hereunder, including, without limitation, taking any action required or permitted to be taken by the HOA pursuant to any of the terms or provisions of this Declaration and/or other applicable regulations or covenants; provided, however, that upon completion and occupancy of any Dwelling, then except in the event of emergencies, the foregoing easement shall be utilized only during normal business hours and then, whenever practicable, only upon advance notice to the Owner of such Lot directly affected thereby.

3.5 Additional Documents. All Owners shall be 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 the referenced Plat Map and/or this Article III.

3.6 Limitations. Any easements which may be created pursuant to this Article III 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 HOA; (b) all the rules and regulations governing the use and enjoyment of the Common Areas which may or may have been or may hereafter be adopted by the HOA; 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 IV**  
**ARCHTECTORIAL CONTROL**

  
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4.1 ARC Guidelines. The general architectural objective of the Developer for the Property is to create a neighborhood of single family residential “Dwellings” constructed in high quality styles, design, materials, and colors. All Dwellings shall be constructed in conformity with the ARC Guidelines and in accordance with the provisions of this Declaration. The Developer, by the terms of this Declaration, has charged the ARC with the approval of all Dwellings, prior to construction, so as to determine that all Dwellings meet the ARC Guidelines. In appropriate cases, the ARC shall be entitled to grant variances from the ARC Guidelines, as described in Section 4.7 hereof. The Developer, in its sole discretion and during the Developer’s Control Period, hereby expressly reserves the right(s) of Developer to overrule, amend, or alter any ARC decision with regard to any Lot and any exception and/or variance sought by any Lot Owner, including the Developer. The ARC is hereby empowered and authorized to formulate and promulgate ARC Guidelines to govern (i) the review, approval, rejection, form, content and provisions of all landscaping or architectural submissions, and (ii) the rules and regulations governing restrictions as to the use of the Property.

4.2 ARC Membership. The ARC shall consist of at least one (1) member during the Developer’s Control Period, and no less than two (2) members after the Developer’s Control Period has expired or terminated. During the Developer’s Control Period, the Developer shall retain the right of control over the ARC, including the appointment and removal of all initial and successor ARC member(s) in the Developer’s sole discretion. After the expiration or termination of the Developer’s Control Period, all Lot Owners agree, upon written notice to the Lots of no less than thirty (30) days, to meet within sixty (60) days whereby the attending Lot Owners, without any quorum requirements, shall by majority vote of the Lot Owners present at the meeting shall agree to the new composition of the ARC; thereafter, the ARC and its members shall thereafter be subject to appointment and removal at the discretion of the HOA Board of Directors.

4.3 Release. Neither the Developer, ARC nor any member thereof shall be liable to any Lot Owner, Occupant or to any other party for any damage, loss, or prejudice suffered on account of the approval or disapproval of any plans, drawings, or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition, or protest in the courts of the United States or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct. Neither the ARC nor any member thereof shall have any liability for structural defects, building code compliance, or similar issues, the sole responsibilities of the ARC being limited to aesthetic approvals and compliance with this Declaration. Without limitation on the foregoing, the ARC shall have no obligation to review any submittals for their compliance with applicable building codes or other inadequacy or deficiency, and approval of any submitted plans by the ARC shall not constitute a basis for any liability of the members of the ARC, the Developer, members of the Board or the HOA as regards any failure of such approved plans to conform to any applicable building codes or other inadequacy or deficiency in the said plans. Neither the ARC, nor any of its members, shall in any way or manner be held liable to any Owner, the HOA or any other person or entity for its good faith exercise of the discretionary authority herein conferred.





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4.4 Powers and Duties. The ARC shall have the following powers and duties: To require submission to the ARC of plans and specifications for any improvement or structure of any kind with respect to the Exterior of any Dwelling or separate structure, and any change, modification, or alteration thereof, including, without limitation, any such improvement or change to any Dwelling, fence, wall, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer drain, disposal system, statuary, signs, flags, flag poles, water fountains, yard sets, decorative building, landscaping, landscape device or object, the construction or placement of which is or is proposed upon any Lot. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ARC and shall include but not necessarily be limited to:

- a. An accurately drawn and dimensional plot plan showing all setbacks, easements, drives and walks;
- b. A foundation plan, floor plan, landscape plan, and exterior elevations of the Dwellings as they will actually appear after all back filling and landscaping is done from finished ground up;
- c. All plans and specifications for any and all remodeling, reconstruction, alterations, or additions to the exterior of any Dwelling shall require written approval of the ARC;
- d. All plans must include a specifications list of proposed materials and samples of exterior materials and colors which cannot be adequately described on the plans, and of materials with which the ARC is unfamiliar; and,
- e. The name and address of the Lot Owner's contractor who will be performing work on the Lot, and/or the name and address of Lot Owner's Architect who will design plans and specifications for the Lot.

The ARC may also require such additional information as reasonably may be necessary for the ARC to evaluate completely the proposed structure or improvement in accordance with this Declaration. All information submitted to the ARC during the Developer's Control Period shall be delivered to the office of Parade Home Builders, Inc., 2271 Valleydale Rd Suite 301, Hoover, AL 35244 or such other address as may be reflected by the ARC in a duly recorded instrument filed in the Office of Judge of Probate of Shelby County, Alabama or as provided in writing to Lot Owners at Lot addresses.

f. To approve or disapprove the submitted plans and specification for any Dwelling, improvement, structure as herein above described prior to commencement of construction or such Dwelling, improvement, or structure within thirty (30) days of submission of the documentation required herein. Partial submissions shall not be permitted.

g. In the event the ARC fails to approve or disapprove any submitted plans by notice in writing sent to the applicant within thirty (30) days following submission to the





ARC, then, unless an extension of time has been accepted by the applicant, the applicant may (i) at any time thereafter inform the ARC and the Board, by written notice sent separately to both the ARC and the Board, of the ARC's failure to approve or disapprove the applicant's submitted plans (which notice shall specifically list and identify all materials comprising the applicant's submitted plans), and (ii) if the ARC shall fail to approve or disapprove the applicant's submitted plans within thirty (30) days following its receipt of the said notice, the submitted plans will be deemed to be approved by the ARC to the extent the same conform to all other express terms and provisions of this Declaration. The approval by the ARC of any plans and specifications for any Dwelling, improvement, or structure shall not be deemed a waiver of the right to object to any of the features or elements embodied in any subsequent plans and 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 Dwelling, improvement, or structure as aforesaid shall be completed, changed, modified or altered without the prior approval of the ARC, or shall not be completed, changed, modified or altered in accordance with the approvals granted by the ARC, then the Owner shall, upon and in accordance with a demand by the ARC, cause the Dwelling, improvement, or structure either to be restored to its original condition or to comply with the plans and specification as approved by the ARC, and shall bear all costs and reasonable attorneys' fees of the ARC, the costs of which shall be applied by the HOA against the Lot as an Individual Assessment as authorized in this Declaration and enforceable and payable to the HOA. Prior to the use or occupancy of any Dwelling, improvement, or structure constructed or erected on any Lot, the Owner thereof shall apply for certification from the ARC that the construction thereof has been completed in accordance with the plans and specifications approved by the ARC. In the event that the ARC shall fail, for a period of thirty (30) days from the date of receipt of such application, to give or deny such certification, the same shall be deemed to have been given. The ARC 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.

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

i. Neither the ARC nor any architect or agent thereof nor the Developer nor Parade Home Builders, Inc., 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.

j. The initial one (1) member(s) of the ARC appointed by the Developer is as follows: Joshua Fouladbakhsh.

#### 4.5 ARC Building Guidelines and Restrictions.

a. Developer and the ARC submit that there is no preferred Architect, but



hereby expressly maintain and acknowledge the Parade Home Builders', Inc., exclusive right to build the Development Dwellings as set forth in this Declaration and as included in any applicable real estate sales contract. Notwithstanding, a Lot Owner should promptly submit their choice of Architect to the ARC as part of the ARC approval process.

b. Limitation on Size and Location of Structure:

i. All Lots shall be known and described as Residential Lots and shall be used for single-family residential purposes exclusively. Under no circumstances may any Lot Owner, not including the Developer, further subdivide any lot.

ii. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling not to exceed two-and-one-half (2 1/2) stories, or thirty-five (35) feet in height, a private garage and other outbuildings incidental to and necessary for proper residential use of the Lot. No mobile home or modular housing is allowed. Separate garage buildings are permitted. Garage doors cannot face the street. Any outbuilding will be in conformity to the standards set herein and approved by the ARC.

iii. All one (1) story dwellings must contain no less than 2,800 square feet of heated living area. All one-and-a-half (1 1/2) dwellings must contain no less than 3,300 square feet of heated living area. All two (2) story plus dwellings must contain no less than 4,000 square feet of heated living area.

iv. Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot, a structure and related facilities, which may be designed and used as a temporary construction field office and as a sales/marketing office.

v. Subject to the provisions of Articles V and VI below and the rights retained below by the ARC, each Lot and any dwelling, building or other structure constructed or placed thereon shall be further subject to Shelby County zoning requirements. It is the sole responsibility of purchasing Lot Owners to confirm zoning or other government use restrictions prior to purchase of the Lot and at all times thereafter. Further, and subject to the same provisions, Each Lot and any dwelling, building or other structure construct or placed thereon shall be subject to the following setback requirements:

1. Front: 40 feet from dedicated road right-of-way;
2. Side: (Total Both Sides) 50, one side 20 feet
3. Rear: 40 feet from the rear Lot line.

**\*Lot Owners to confirm all setback requirements comply with zoning.**





vi. Important Design Criteria of Homes. It is the intent to have Heardmont Estates generally present a similar style to all homes located at the Development. The ARC, at its so discretion, will have final approval of any and all design aspects of each dwelling and the ARC. The following is a list of the types of exterior materials that are suggested, as well as certain restrictions, which apply to all Lot Owners:

1. Brick
2. Stone
3. Stucco
4. Painted wood or hardiboard siding
5. Roof materials - Natural colored asphalt shingles, slate, steel, or tile
6. Paint in soft tones (light/neutral colors that are harmonious with the front elevations of the residence)
7. The color shall not be very bright
8. The finish shall not be High Gloss
9. No materials shall be placed on the sides and back of residences that are not harmonious in color and design with the front elevation.
10. Any change in color must be submitted to ARC.

vii. **Requirement for Lot Owner to Begin Construction within Two (2) Years.** Developer and the ARC submit that the exclusive home builder for the subdivision is Parade Home Builders, Inc. Although such home builder is exclusive, use of a different home builder may be acceptable upon prior Developer and ARC written approval. **Subject to any approval from the ARC or other governing authority, all Lot Owners, not including Developer, must enter into a contract with Parade Home Builders, Inc., for build of the intended residential dwelling on a Lot Owner's subject Lot, AND commence construction of its intended residential dwelling, within two (2) years of the date of purchase of the Lot from Developer.** All Lot Owners expressly acknowledge that it is in the best interests of the Developer, all Lot Owners, and any other related parties that the subdivision be developed completely and fully as soon as possible, including the completion of all homes built in the subdivision.

viii. **Requirement for Lot Owner to Share Ongoing Costs and Maintenance Requirements Related to ADEM Permit.** Lot Owners expressly acknowledge that Developer currently holds in its name Josh Fouladbakhsh c/o Developer an ADEM (Alabama Department of Environmental Management) Permit, also referred to herein as MS4 permit, for purposes of developing the subdivision and for the benefit of Developer, the subdivision and all future Lot Owners. As part of maintaining the permit, ADEM performs regular inspections of the subdivision whereby ADEM observes, in addition to other things, the subdivision's soil erosion control measures; further, ADEM may perform additional inspections of the subdivision, such as in the case of a heavy rain which might cause erosion concerns for an undeveloped Lot. **ALL LOT OWNERS** expressly agree that the ADEM maintenance requirements, including as described



below, and the costs, expenses and fees of maintaining the ADEM Permit, including the costs of all related subdivision inspections, shall be the equal responsibility of all Lot Owners as an assessment upon each Lot by and through Lot Owners' membership in the HOA. Although the Developer is not subject to the two (2) year begin build requirement set forth above or HOA assessments, Developer is subject to the obligation to share in the costs of the ADEM permit as part of Developer's prorated ownership of Lots in the Development.

1. The HOA is required to perform annual post-construction inspections to ensure that design standards are met in accordance with the and including section 5.A.7 of the MS4 permit.

2. The HOA is required to maintain records of post-construction inspections and maintenance activities to post-construction BMPs (Best Management Practices Plan) and make them available to Shelby County and/or the Alabama Department of Environmental Management.

3. The HOA is required to provide adequate long-term operation and maintenance of post-construction BMPs in accordance with section 5.A.9) of the MS4 permit including but not limited to written and signed acceptance of responsibility of maintenance and legal transfer (if applicable).

4. Developer will pay and all fees/dues on all unsold lots, until that time that the lot is sold. Each Owner will pay an equal amount of cost of each lot they own.

4.6 Variances. The ARC, in its discretion, shall have the authority to modify the requirements of the Protective Covenants upon the request for a variance from such requirements by an Owner with respect to its Lot. If the ARC grants a requested variance, the nonconforming improvements subject to said request shall not be deemed to be in violation of the Protective Covenants. The granting or denial of a request for variance shall be in writing and shall not be binding on the ARC, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

4.7 Septic. All Lots are on septic system and each Lot Owner is solely responsible for their Lot's septic system. No individual sewage disposal system shall be permitted on any Lot unless such a system is designated, located, and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority and the ARC.

4.8 No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction of a dwelling on such lot, or with approval of or by the Fire Department that has jurisdiction over the Lot. Fires are only permitted when contained in a safe and effective fire-pit located at the back of the dwelling. Any fire must only be fueled by wood.

4.9 No animals or livestock shall be raised or kept on any Lot, except that dog and/or





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cats and any other usual household pets may be kept on each Lot provided they are not kept, bred, or maintained for any commercial purpose, subject to applicable zoning ordinances. No household pets shall be permitted to run at large and shall be kept on a leash at all times when they are allowed off of their owner's property. Any persons walking their pets shall be responsible for picking up any feces their pet leaves. If there is a continuous disturbance of the peace by barking dogs, it is the responsibility of the dog's owner(s) and corrective measures are to be taken to resolve the barking problem.

4.10 No noxious, offensive, or illegal activity shall be carried on or upon any Lot not shall anything be done thereon which may be or become an annoyance or nuisance to Lot Owners or which would be in violation of any applicable governmental law, ordinance, or regulation. No commercial activity shall be carried on any Lot.

4.11 No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any Lot not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained, or permitted upon any Lot.

4.12 Any dwelling or other structure on any Lot in the subdivision, which may be destroyed in whole or in part for any reason, must be rebuilt in one (1) year. All debris must be removed and the lot restored to an acceptable condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than ninety (90) days.

4.13 No commercial signs, including political signs and other similar signs shall be erected or maintained on a Lot unless authorized in writing by the ARC or developer. One (1) sign advertising the Lot or dwelling for sale, lease or rent, not in excess of four (4) square feet and not greater than four (4) feet above the ground level, shall be permitted without the consent of the ARC or Developer, except that during construction of a dwelling or construction of the subdivision by the developer the builder shall be allowed to display a sign for marketing purposes, and the design shall be approved at the sole discretion of the Developer. If permission is granted, the ARC may restrict the size, color, and contents of the sign.

4.14 All garage doors shall not be facing the street and shall be located on the side or at the rear of the Dwelling or any ARC approved separate structure.

4.15 Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner Lots. Utility meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street. No window air conditioning units shall be permitted. No plumbing or heating vent shall be placed on the front side of the roof.

4.16 Wood frames windows or aluminum clad will be used exclusively on the sides, front and rear of all dwellings constructed. No vinyl windows or solid vinyl windows are permitted.





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4.17 Wood fencing may be utilized on any Lot with prior approval by the ARC. If fencing is not finished on both sides, the finished side must be to the outside if it faces any street or house. No fence shall exceed six (6) feet in height. Wrought iron will be allowed if approved by the ARC in written approval. All privacy fencing shall be confined to the rear of the yard.

4.18 No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities.

4.19 Upon the completion of a Dwelling, all front and side yards, which are not left in a natural state will be landscaped with sod or other landscaping approved by the ARC.

4.20 All driveways visible from the street must be concrete or asphalt. Grass or turf dividers are allowed but must be approved by the ARC.

4.21 No Lot shall be cultivated for crops of any sort except gardens of reasonable size, which must be located at the rear of the Dwelling and not visibly from the street.

4.22 No fence, wall, hedge, or shrub planting which obstructs sight lines from any roadways within the Development shall be placed or permitted to remain on any Lot.

4.23 No Lot shall be sold or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the property.

4.24 To ensure the maintenance of the natural beauty and to ensure the protected area of 50 feet from Bishop Creek, no Owner shall be allowed to damn the creek or alter the flow of said creek or any wet weather streams.

4.25 The intent of the Developer is to preserve for present and future Lot Owners a heavily wooded physical environment in which a maximum amount of existing vegetation is preserved in an undisturbed state typical of an oak-pine forest. Each Lot owner is hereby required to replace dying, diseased or absent trees in order to maintain a desired degree of tree coverage. All Lots shall be landscaped in accordance with standards established by the ARC. It is also the intent of Developer to preserve a minimum number of deciduous trees visible from the street right of way. Lot owners shall not remove or clear out any existing trees, unless it is required due to installation of field lines or location of house, without written consent of the ARC. All landscaped areas on any Lot shall be maintained in good condition by the Lot Owner. The ARC, in its sole discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife within the Development. The ARC, should it be deemed appropriate, may mark certain trees, regardless of size as not removable without written authorization.

4.26 Firewood piles shall be located only at the rear of the Dwelling and should be screened from view from public streets or adjacent Lots. Children's toys, swing-sets, jungle gyms, trampolines and other outdoor recreational equipment shall be allowed only at the rear or behind





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the Dwelling and shall be located so as not to be visible from any public street. The ARC must approve freestanding playhouses and tree houses; no above ground swimming pools shall be allowed on any Lot. All outdoor furniture for any Dwelling shall be kept and maintained only at the rear of the Dwelling unless under a covered front porch at the front of the Dwelling. Outside clotheslines and other facilities for drying or airing of clothes are prohibited unless approved by the ARC and not visible from the street, road, or other adjacent Lot. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbeque grills and other outdoor cooking equipment and apparatus shall be located only at the rear of the Dwelling and should not be visible from any public street. No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or otherwise impede or limit access to same. Seasonal or holiday decorations (Christmas trees, pumpkins, Thanksgiving decorations...etc.) shall be promptly removed from any Lot or Dwelling withing twenty (20) days following such holiday. Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a Dwelling and, to the extent practicable, shall not be visible from the street.

4.27 A mailbox bearing the house number must be erected at the time of construction. All mailboxes and house numbers must be erected and maintained by the Lot Owner, in strict conformity with design criteria established by the ARC, which shall be common for every Lot.

## **ARTICLE V**

### **LOT MAINTENANCE AND USE RESTRICTIONS**

5.1 Maintenance. All Dwellings, 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. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the ARC so as not to be visible from any road or within sight distance of any other Lot at any time except during refuse collection. 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. No Owner shall allow the grass on its Lot to grow to a height in excess of six (6) inches, measured from the surface of the ground. This provision shall not apply to the Developer.

5.2 Temporary Structures. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as residence either temporarily or permanently with the exception of a sales trailer during sale of homes under construction. No storage building of any type shall be permitted unless such building is designed as part of the main residential structure and. approved by the ARC.

5.3 Lighting. All exterior lighting of Dwellings shall be in character and keeping with the general Subdivision. Yard lighting shall be such that it does not shine toward and/or disturb



adjoining land Owners.

5.4 Swimming Pools. No swimming pool shall be constructed, placed, altered or maintained upon any Lot without the prior written approval of the ARC of the type, design and location thereof; any such swimming pool must be also constructed, equipped and maintained in accordance with the county and state authorities. All swimming pools must be properly screened for safety and privacy from adjoining Dwellings.

5.5 Satellite Receiving Dish. No satellite receiving dish or antenna system of any kind shall be located on any Lot, home or building within the Subdivision except that a satellite receiving dish not greater than 18" in diameter may be installed in a location not visible from any street with the prior express, written permission of the ARC.

5.6 Storage of Boats, Trailers and Other Vehicles. No motor homes, boats or other water vehicles of any kind, trailers, or service trucks or service vans can be parked or stored in any location that can, be seen from the street for a period in excess of 48 hours. No wrecked automobiles, disabled automobiles or vehicles other than operating vehicles shall be stored or located on any Lot. No automobiles or other vehicles will be stored on any Lot of shared area or kept on blocks unless in the basement or garage of a Dwelling. Boats, utility vehicles, trailers, recreational vehicles, and travel trailers must either be parked or stored in the basement or garage of a Dwelling or within a completely enclosed structure on the Lot, which said structure must be approved by the ARC. No tractor-trailer trucks, panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any Lot or shared access area, except during construction of the subdivision or Dwelling on a Lot. These prohibitions in this Section shall not apply to temporary parking of trucks and other commercial vehicles providing commercial services to the Lot or to efforts and activities of Developer in connection with developing the Development.

5.7 Other Use Restrictions. The Property will be used for residential purposes only, and no trade or business purposes other than private home offices will be permitted.

5.8 Leasing. In order to protect the equity of the individual Lot Owners within the subdivision of Heardmont Estates and to carry out the purpose for which the subdivision was formed by preserving the character of the subdivision as a residential subdivision of Lot Owner occupied Lots, leasing of Lots (and the respective dwellings) shall be governed by the restrictions imposed by this Section.

a. Definition. "Leasing" means the occupancy of a Lot (and the respective dwelling) by any person(s) other than the Lot Owner or a parent, grandparent, spouse, child, grandchild, or former spouse of a Lot Owner, or a roommate of any of the above who also occupies the Lot as their primary residence.

b. General Leasing Provisions. Lots may be leased for residential purposes only. All leases shall be in writing and contain all the standard provisions of an Alabama Residential Lease Agreement. ALL leases shall require, without limitation, that the occupant(s) and tenant(s) acknowledge receipt of a copy of the Declaration, Bylaws, and any other rules and regulations of the subdivision and its HOA, and the lease shall also





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obligate the occupant(s) and tenant(s) to comply with all such documents and instruments. Upon written request by the HOA Board, the Lot Owner shall furnish the HOA Board a copy of the executed lease within ten (10) days of the request.

c. Requirement to Rent Entire Lot. Lots (and the respective dwellings) may be leased only in their entirety; no fraction or portion may be leased.

d. Minimum Lease Term. All leases must be for an initial minimum term of one (1) year (or the maximum allowable lease term by law, not to exceed one (1) year), except with written HOA Board approval in cases of hardship or other circumstances in the HOA Board's sole discretion. Lot Owners are not authorized to assign or otherwise consent to any assignment, sublet or transfer of any lease interest which in effect would avoid the initial minimum lease term requirement of one (1) year. Transient tenants or occupants are not permitted. By way of example only, the immediately preceding standard shall include any occupancy under any Airbnb, time share, vacation rental, Vacation Rental By Owner ("VRBO"), Home Away, Craigslist or any other similar arrangement whereby any person(s) is/are granted by Lot Owner for compensation in any form, a right to enter and/or occupy a Lot (and the respective dwelling) for any period of time shorter in duration than the required minimum lease term; the listing hereinabove shall not be considered exhaustive or exclusive with regard to what constitutes leasing hereunder.

e. Compliance and Enforcement by HOA. Occupants of Lots (and the respective dwellings) shall control the conduct of their families and guests to assure compliance with the Declaration, Bylaws, and HOA rules and regulations and shall indemnify and hold the HOA and its ARC, Board and Officers harmless for any such person(s)' failure to comply. Any violation of any provision of the Declaration, Bylaws, and rules and regulations by any occupant(s) of any Lot (and the respective dwelling) or any person living with an occupant(s), shall constitute the lease in default and terminate the lease for any such violation. The HOA may bring an action against the Lot Owner and/or occupant(s) for damages and/or injunctive relief, or may impose fines and/or other sanctions under the Declaration, Bylaws, or Alabama law, including all remedies available to a landlord upon breach or default of a lease (including evictions of the occupant(s)), for violations of the Declaration, Bylaws, or HOA rules and regulations or the lease. Failure by the HOA to enforce any of its rights shall not be deemed a waiver of the right to do so thereafter. The Lot Owner delegates and assigns to the HOA, at the HOA Board's discretion, the power to evict the occupant(s) on behalf of and for the benefit of the Lot Owner. If the HOA proceeds to evict the occupant(s), any cost and expense, including reasonable attorney fees, shall be specially assessed against the Lot Owner's Lot and shall be deemed a personal obligation of the Lot Owner. If any occupant(s), or any guest, invitees, licensee, or family member of the occupant(s) violates the Declaration, Bylaws, and/or HOA rules and regulations for which a fine is imposed, such fine may be assessed against the occupant(s) and/or the Lot Owner, as provided in the Declaration, Bylaws and/or HOA rules and regulations.





5.9 Storm Drains. Developer has installed, or will cause to be installed, pipes, swales, headwalls, flumes, surface inlets and other structures necessary for proper control of storm drainage and runoff. Owners shall not alter, modify, or in any way interfere with the functionality of these structures. Additionally, Owners shall not allow debris, grass clippings, or any other items to impede the function of the drainage structure and shall maintain the same.

5.10 Common Area. The Developer shall deed to the HOA, the title to the Common Areas as shown on the Subdivision Record Map for the benefit and use of the Owners. The conveyance to the HOA is made upon the condition that the HOA takes control of the Common Areas, assesses the Common Areas in the name of the HOA for tax purposes, improves and maintains the Common Areas and obtains and maintains liability insurance coverage on the Common Areas in the name of the HOA.

5.11 Tenants. It shall be the responsibility of each Owner to ensure that any tenant of any Lot or portion thereof which is owned by him receives a copy of these Protective Covenants and that every lease utilized by such Owner contains 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.

5.12 Model Homes. Developer, and only Developer, shall have the right to construct or allow others to construct and maintain one or more model homes on the Property during the Control Period, and to furnish and decorate same to show it and hold open houses as it in its discretion may determine.

5.13 Buffer Areas. Any Owner who accepts title to its Lot subject to a landscape or planted "buffer area" as shown on the recorded plat for such Lot, will maintain such area solely as a planted buffer area as intended by the referenced Plat Map and as prescribed by the ARC. No buffered area may be altered without the approval of the ARC (routine maintenance of such buffer area excluded). The Owner of such Lot shall be responsible for the maintenance of such buffer area, at such Owner's sole cost and expense.

5.14 Stormwater System Maintenance Plan. All of the stormwater systems within the Property will be inspected and maintained by the HOA. Certain inspection and maintenance items are required to prevent the malfunctioning of the stormwater system. Each lot must provide its own storm water runoff mitigation. Daily Operations: No Owner or Occupant shall deposit or place by any means into the stormwater system any item that would tend to block or obstruct the stormwater system. No Owner or Occupant shall place items in gutters, streets, ditches, or swales that could wash into the stormwater system. Blockage of inlets can cause local flooding which would be a safety hazard. Common items that cause this type of problem are, blowing or raking leaves or other landscaping debris into inlets or gutters where the debris can wash into inlets, and placing garbage bags or can in gutters where flowing water can wash these items downstream and into inlets or block inlets. The foregoing are strictly prohibited. The outlet structure for any detention ponds or designated runoff area shall be kept free of debris and trash at all times. The outlet structures for all detention ponds and designated runoff areas shall be inspected before and after each rainfall event, with all trash and debris removed.





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5.15 Bishop Creek Maintenance. All Owners are to respect the boundaries and lawful limitations, including with respect to building and/or maintaining use on an Owner's property, with respect to any and all lawful restrictions, in addition to all restrictions, stated herein, for Bishop Creek, as identified on the Subdivision Plat. No Owner shall be allowed to dam the creek or alter the flow of said creek or any wet weather stream or water flow.

5.16 Sidewalk and Landscape Maintenance. The HOA will be responsible for the maintenance and repair of sidewalks, if any, in the neighborhood. The HOA will be responsible for the maintenance and repair of common area irrigation, landscape lighting, and other common area landscape features in the neighborhood.

5.17 Additional Restrictions. Additional restrictions may be contained in the ARC Guidelines and each Owner shall be subject to the terms and conditions thereof.

5.18 Enforcement. If a determination is made by the ARC that any of the restrictions in this Article V or the ARC Guidelines are being or have been violated upon any Lot, then the ARC shall so notify the Owner in writing, specifying the violation. If within fifteen (15) days from such notification, the ARC shall make a second determination that sufficient progress has not been made to remedy the violation, the ARC 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 ARC may treat all such costs and expenses therefore as a charge which shall become an appropriate proceeding at law or in equity.

## **ARTICLE VI COVENANT FOR ASSESSMENTS**

6.1 Affirmative Covenant to Pay Assessments. Each Owner, by acceptance of a deed for a Lot, whether or not it should be so expressed in such deed, shall be obligated and hereby covenants and agrees to pay to the HOA (or to an independent entity or agency which may be designated by the HOA to receive such monies), in the manner set forth herein: (i) Annual Assessments or charges levied each year by the HOA, (ii) Special Assessments for capital improvements, such Assessments to be established and collected as hereinafter provided, and (iii) Individual Assessments which may be levied against any Lot and the Owner thereof as a result of such Owner's or Occupant's failure to comply with the terms of these Protective Covenants. Lots owned by the Developer shall not be subject to any Assessment by the HOA, be it Annual, Special or Individual Assessments. The Annual, Special and Individual Assessments, together with interest, late charges, costs and reasonable attorneys' fees, shall also be a charge on each Lot and shall be a continuing lien upon each Lot against which such Assessment is made, which lien may be enforced in the manner hereinafter provided. Each such Assessment, together with interest, late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due or was due, but shall not constitute a charge or lien upon the Lot against which the Assessment is made. The above notwithstanding, assessments shall not be assessed against a Lot until it has been improved with a single-family residence and conveyed to a person who will, individually or through tenants or assigns, occupy that residence. The Developer is not subject to HOA Assessments.





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6.2 Purpose of Assessments. The Assessments levied by the HOA 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 VII below) and of any easement in favor of the HOA and/or the Owners/Occupants, as well as for such other purposes as are properly undertaken by the HOA. No profit, gain, or other benefit is to be derived by the HOA from the Assessments, but, instead, such funds shall be expended only as agent for the Owners, and no part of the net earnings of the HOA shall inure (other than by acquiring, constructing or providing management, maintenance, and care of the Common Areas) to the benefit of any individual.

6.3 Individual Assessment. Any expenses incurred by the HOA in enforcing any of the provisions of these Protective Covenants against any specific Owner or Occupant shall be deemed an Individual Assessment against such Owner and the respective Lot owned by such Owner. Such Individual Assessment shall be levied by the HOA and shall be specified in a notice to the Owner, which notice shall also specify the due date for payment of the same.

6.4 Annual Assessments. The HOA shall levy Annual Assessments in such amounts as are necessary to meet the Common Expenses (as defined in Article VII below) and such other recurring or projected expenses as the Board of Directors of the HOA may deem appropriate. The Annual Assessment for the Development shall commence on January 1 of each year, and shall be paid in advance.

6.5 Special Assessments. In addition to the Annual Assessments specified in Section 6.4 above, the HOA may levy, at any time, one or more Special Assessments for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, provided that any such Assessment must have the assent and approval of (a) at least fifty-one percent (51%) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose, and (b) to the extent Developer is the Owner of any Lot in the Development, the approval of Developer.

6.6 Special Meeting. Written notice of any meeting called for the purpose of taking any action authorized under Section 6.5 above shall be sent to all Owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners, either in person or by proxy, entitled to cast fifty-one percent (51%) or more of all votes in the HOA shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half percent (1/2%) of the required quorum at the preceding meeting.

6.7 Amount of Assessments. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots, shall commence when such Lot is purchased and closed on from the Developer and each subsequent fee simple title transfer thereafter, and shall be due and payable in such manner as established by the Board of Directors of the HOA. The initial Annual Assessment Amount, due and payable as of 1 January 2024, shall be two-hundred-and-00/100-Dollars (\$200.00) per Lot, pro-rated to date of purchaser's closing on applicable Lot. The Board of





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Directors of the HOA shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner. The due date for the payment of Annual Assessments shall be established by the Board of Directors in such notice (but such due date shall be, at a minimum, thirty (30) days from the date of such notice).

6.8 Certificate. The HOA shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer or agent of the HOA setting forth whether the Assessment on a Lot has been paid. A properly executed certification of the HOA as the status of the Assessment on a Lot is binding upon the HOA as of the date of its issuance.

6.9 Effect of Non-Payment of Assessments; Liens; Remedies. Any Assessments (whether Annual, Special or Individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of eighteen percent (18%) per annum or the highest rate which may be charged to such Owner by law. In addition to interest, any Assessments not paid by the due date for the same shall be subject to a late charge which the Board of Directors of the HOA may from time to time establish. In the event any Assessments or other amounts due to the HOA are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided at law or in equity, the HOA, acting through its Board of Directors or through any of its duly authorized officers or representatives, may undertake any of the following remedies:

a. The HOA may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for Assessments and other amounts include the late charge and interest specified above as well as all attorneys' fees, court costs and all other costs and expenses paid or incurred by the HOA in connection therewith; and/or,

b. The HOA may enforce the lien created pursuant to Section 6.1 above as hereinafter provided. The lien created pursuant to Section 6.1 above shall secure the payment of any and all Assessments (Annual, Special and Individual) levied against any Lot or Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs and all other expenses paid or incurred by the HOA in attempting to collect the Assessments and in maintaining any legal action in connection therewith. If any Assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the HOA shall make written demand on the defaulting Owner, which demand shall state the date and amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the HOA may file a claim of lien against the Lot of such delinquent Owner, which claim shall be executed by any member of the Board of Directors of the HOA or any officer of the HOA and shall be filed for record in the Office of Judge of Probate of Shelby County, Alabama. The lien provided for herein shall be in favor of the HOA and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The HOA shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey and sell any such Lot purchased at any such foreclosure proceeding.





Each Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the HOA and/or its agents the right and power to exercise the power of sale granted herein and foreclose the lien created herein, (ii) grant and vest in the HOA and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amount due from such Owner, (iii) expressly waive any objection to the enforcement in foreclosure of the lien created herein and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Owner (other than Developer) may waive or otherwise be exempt from the liability to pay the Assessments provided herein.

6.10 Lien Subordinate to Mortgages. The lien for Assessments and other charges provided for herein with respect to any Lot shall be subordinate to the lien of any first Mortgage encumbering such Lot. No Mortgagee shall be required to collect Assessments on behalf of any Owner. The sale or transfer of any Lot shall not affect any lien retained by the HOA on a Lot; provided, however, that the sale or transfer of any Lot pursuant to mortgage foreclosure or any similar proceedings shall extinguish the lien of such assessment as to payments which became due more than six (6) months prior to such sale or transfer.

6.11 Damages. In addition to the rights and remedies set forth above, if any Owner or Occupant (or any Owner's or Occupant's contractor, family members, guests or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Developer, the HOA or the ARC, or any Member thereof, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or maintain a proceeding in equity against such Owner to enjoin such violation; provided, however, that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at law or in equity. In any such proceedings, Developer, the HOA or the ARC, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in Section 6.9(b) above. The failure of Developer, the HOA or the ARC to institute proceedings for any one (1) or more violations of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for past or future violations of said covenants and restrictions.

6.12 Exempt Property. The Board shall have the right to exempt any portion of the Property from the Assessment 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;
- b. As a Common Area; and/or,
- c. As Property exempted from ad valorem taxation by the laws of the State of Alabama, to the extent agreed to by the HOA.



**ARTICLE VII  
COMMON AREA EXPENSES**

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7.1 Common Area Expenses. The following are certain expenses with respect to the Common Areas which are hereby declared to be Common Expenses which the HOA is obligated to collect by Assessment and which Owners are obligated to pay as provided in Article VI hereof, provided, however, that the enumeration below of these expenses shall in no way limit the HOA from considering other expenses incurred in managing the HOA or any part of the Common Areas and/or the Property as expenses subject to collection by assessment:

a. Maintenance and Repair of Common Areas:

i. 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 6.5 of this Declaration, as well as the following charges: Any electrical costs to run all common lighting and any other electrical device necessary to the Common Areas; sanitary sewer and storm sewer lines within private drives; Gas bills of the HOA, if any; water bills and sprinkler systems for use on the Common Areas; any insurance for the Common Areas; any management fees, accounting fees, and legal expenses incurred by the HOA; any and all other property deeded to the HOA by the Developer; and, such other matters which involve the use of the Common Areas as determined by the HOA.

b. 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.

c. Property Taxes. All ad valorem taxes and other Assessments relating and connected to the Common Areas, if any.

d. Insurance: Fidelity and Directors' Insurance covering all directors, officers and employees of the HOA and all managing agents who handle HOA funds, if any; adequate property and casualty insurance for the benefit of the HOA insuring all insurable improvements in and to the Common Areas against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism and malicious mischief, which coverage shall be in an amount, with such insurance carriers, at such costs and with such deductibles as the HOA may determine; public liability insurance coverage covering all of the Common Areas and any damage or injury caused by the negligence of the HOA and all members, directors, officers, partners, agents and employees thereof, in such amounts, with such insurance carriers, at such costs and with such deductibles as the HOA may determine; if applicable, worker's compensation insurance, employer's liability insurance and all other types of insurance required by law, including, without limitation, errors and omissions insurance coverage, in such amounts, with such insurance carriers, at such costs and with such deductibles as the HOA may determine; and all insurance coverage authorized hereunder shall be written in the name of the HOA. To the extent the



same may be obtained at a nominal cost, all such policies shall contain a waiver of subrogation clause pursuant to which the insurer waives any claims against the HOA, and the Owners, Occupants and the family members, servants, agents, and guests of the Owners and/or Occupants.

7.2 Reserves. The HOA may establish reserves for the payment of Common Expenses.

7.3 Interested Transactions. The HOA may obtain materials and/or services from the Developer and/or any of its affiliates in connection with the management of the HOA 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 HOA, comparable with the compensation of any non-affiliated third party providing similar materials and/or services which can be reasonably made available to the HOA.

7.4 Enforcement of Declaration and Rules and Regulations. All fees, costs and expenses, including attorneys' fees through all appellate levels, in connection with the HOA'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.

## **ARTICLE VIII**

### **NATURE OF PROTECTIVE COVENANTS, DEFAULTS AND REMEDIES**

8.1 Protective Covenants Running with the Land. The foregoing Protective Covenants shall constitute a servitude in and upon the Property and shall run with the Property and inure to the benefit of and be enforceable by the Developer, its designated successors and assigns, or by any Owner and its 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 period 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 of the Property, agreeing to terminate or modify this Declaration, has been recorded in the Office of Judge of Probate of Shelby County, Alabama.

8.2 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 Developer, its successors or assigns, any Owner, and/or their respective heirs, successors and assigns, in addition to all other remedies specified therein, 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; provided, this Declaration shall be recorded for the benefit of the Developer, the ARC, the HOA, the Owners and their respective Mortgagees, and the Occupants, and by such recording, no other adjoining property owner or third party shall have any right, title or interest whatsoever in the Property or its operation and continuation, in the enforcement of any of the provisions of this Declaration or the right to consent to or approve any amendment or modification to this Declaration.



8.3 Nature of Remedies. Waiver. All rights, remedies and privileges granted to the Developer, the ARC, the HOA, the Owners, their respective heirs, successors and assigns, and the Occupants 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.

8.4 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 IX FUNCTION OF HOA**

9.1 Name. The name of the HOA for the Property is Heardmont Estates Homeowners' HOA, Inc., which shall be incorporated as an Alabama nonprofit corporation.

9.2 Maintenance Responsibilities. The HOA may, at any time, in the discretion of the Board, without any approval of the Members being required: maintain, install, reinstall, construct and repair all of the improvements within the Common Areas, to include plantings and shrubbery, and to maintain, repair and operate any other easement area shown on the Subdivision Record Map which is not under the control or management of a public utility or governmental authority; maintain and manage the Common Areas shown on the Subdivision Record Map so as to preserve the Common Areas in their improved state and prevent any unlawful or obnoxious activity to be conducted thereon; replace injured and diseased trees or other cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and, do all such other acts which the Board deems necessary to preserve and protect the Property and the beauty thereof, in accordance with the general purposes specified in this Declaration.

9.3 Other Rights of HOA. The Board shall have the right to provide services, the cost of which shall be paid out of the charges provided for in Article VII hereof, and adopt rules, regulations, procedures and policies with respect to: garbage and trash collection and removal; motor vehicle operation; parking of motor vehicles on streets or roads in the Property; and, such other matters including the general welfare of the Property as a whole.

## **ARTICLE X AMENDMENT OF DECLARATION**

10.1 Amendment by HOA. During the Control Period, this Declaration may be amended by the Developer in Developer's sole discretion. Following the expiration of the Control Period, an amendment to this Declaration may be proposed by written instruction signed by the Owners of not less than one-fourth (1/4) of the Lots within the Property. Such proposed amendment or amendments shall be considered at a meeting of the Owners after written or printed notice of such meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, shall be mailed to the Owners not less than ten (10) days nor more





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than thirty (30) 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 its 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 Owners who own not less than two-thirds ( $2/3$ ) of the total Lots of the Property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the ARC as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Office of 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 identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any Owner shall be recognized if such Owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

10.2 Scrivener's Error. Notwithstanding the foregoing amendment provisions, any scrivener's error omission may be corrected by the filing of any amendment to this Declaration consented to by Developer and 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 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 of this Declaration executed by the Developer without the consent of any other party.

## **ARTICLE XI CONTROL PERIOD**

11.1 Developer Control. In view of the Developer's financial commitment to the Subdivision, Developer's obligations as an initial owner of the Lots to pay the expenses of the Subdivision and Developer's obligations and Developer's need to insure the success of the Subdivision, Developer hereby reserves unto itself; its successors and assigns, the right to manage all of the affairs of the Subdivision and all decisions of the HOA, the exclusive right to elect the directors of the HOA and members of the ARC (who need not be Owners) and the right to amend the Bylaws of the HOA until the sale of all Lots within the Subdivision, or until the Developer elects to terminate its control of the Subdivision, whichever shall first occur. This period of time shall be known as the "Control Period." Developer may terminate its management rights and responsibilities, or any portion thereof, by relinquishing control of the HOA in writing to the Owners at any time prior to the expiration of said Control Period. The Developer shall have the sole and exclusive right to take all actions and do all things on behalf of the HOA. During the Control Period, Developer shall pay all expenses otherwise payable by the HOA and as reimbursement thereof and as compensation for its management services, Developer shall be



entitled to be reimbursed for such expenses out of the Assessments payable by the Owners during the Control Period, and Developer shall have all of the rights of the HOA to levy and enforce payment of Assessments. At the termination of the Control Period and the assumption of the operation of the HOA by the Members, Developer shall render an accounting of income and expenses incurred during said Control Period to the Owners. In the event that there is any conflict in the provisions of this Article and the other provisions contained in this Declaration, the Articles or the Bylaws, the provisions of this Article shall govern and prevail.

## **ARTICLE XII GENERAL PROVISIONS**

12.1 Indemnity for Damages. Each and every Owner and future Owner, in accepting a deed or contract for any lot subject to this Declaration, agrees to indemnify Developer for any damage caused by such Owner, or the contractor, agent or employee or such Owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water drainage or storm sewer lines, or sanitary sewer lines owned by the Developer, or for which Developer has responsibilities at the time of such damage. Upon the purchase of any Lot within said Property by any said land owner, said owner accepts his/her knowledge of this Declaration, and ratifies the covenants contained herein and thus releases his/her right to prosecute Developer for the conveniences said lot owner deems inadequate or unbecoming of said lot owner's needs.

12.2 No Trespass. Whenever the HOA, Developer, the ARC and their respective agents, employees, representatives, successors and assigns, are permitted by this Declaration to enter upon or correct, repair, clean, maintain or preserve or do any other action within any portion of a Lot or Dwelling, the entering thereon and the taking of such action shall not be deemed a trespass.

12.3 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, return receipt requested, to the street address of the Lot owned by such Owner.

12.4 Severability. Invalidity of any provision(s) hereof by judgment or court order shall in no way affect any other provisions, all of which shall remain in full force and effect.

12.5 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.

12.6 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.

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

12.8 Conflict. If any irreconcilable conflict shall exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, and any covenant of a Lot, then the



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provisions of this Declaration shall prevail.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 30 day of July, 20 24.

Parade Home Builders, Inc.

/s/ Joshua Fouladbaksh

By: Joshua Fouladbaksh

Its: Project Manager

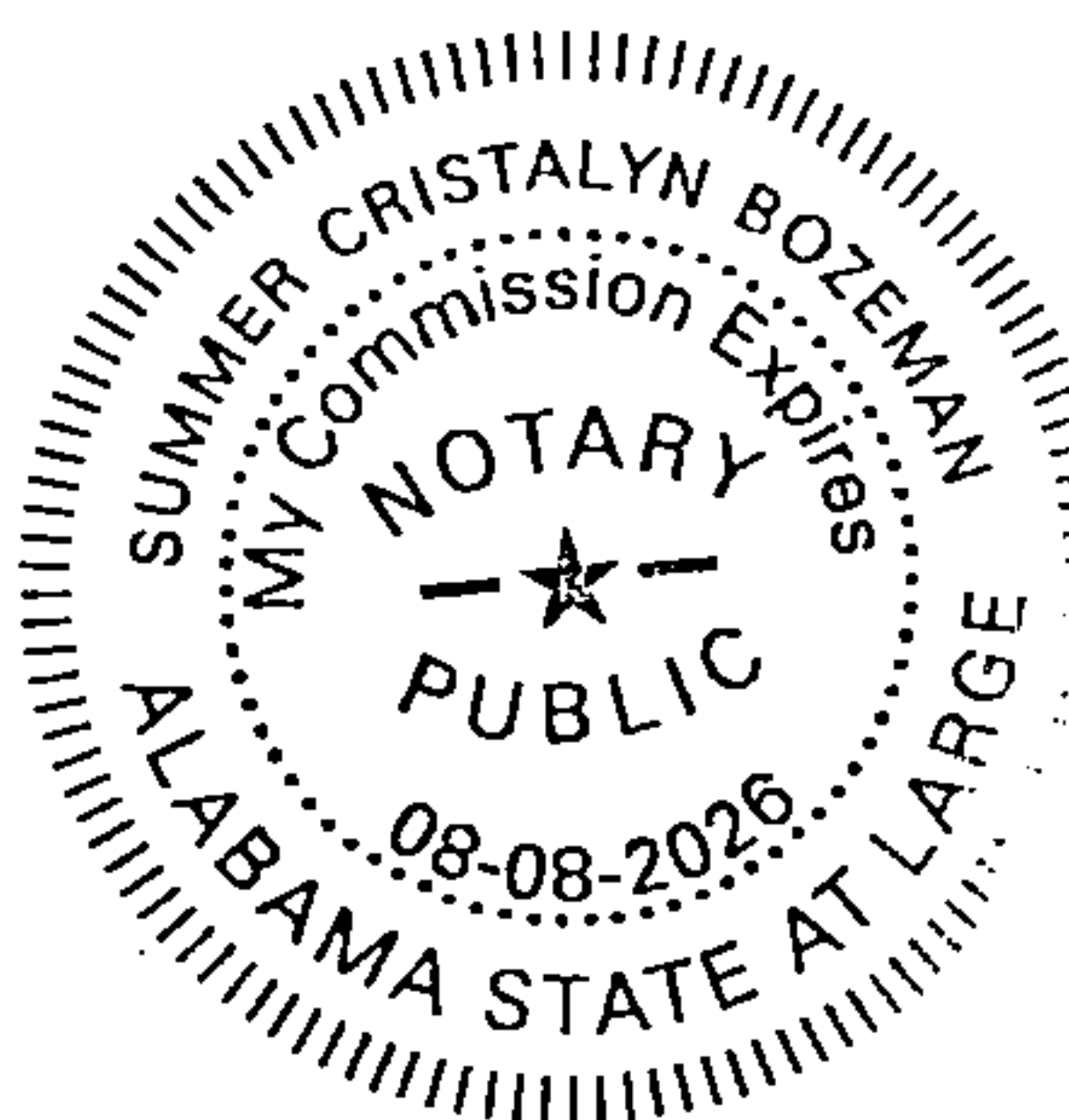
STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Joshua Fouladbaksh, for Parade Home Builders, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, and with full authority, executed the same voluntarily for and as the act of said limited liability company, on the day the same bears date.

Given under my hand and official seal, this the 30 day of July, 20 24.

SEAL



[Signature]

Notary Public

My Commission Expires: 08-08-2026

THIS INSTRUMENT PREPARED BY:

Tommy B. Majors IV, Esq.  
The Majors Law Firm, LLC  
3684 Cahaba Beach Rd  
Birmingham, AL 35242



CONSENT OF LENDER

IN WITNESS WHEREOF, the undersigned Mortgagee hereby joins in and consents to the terms and provisions of the foregoing the Declaration of Covenants, Conditions, and Restrictions for Heardmont Estates, A Residential Subdivision, and agrees that the subject property is subject to all terms and conditions of the Declaration for all purposes.

Dated as of the 30<sup>th</sup> day of July, 2024.

Mortgagee:

/s/ Tra Herron  
By: Tra Herron  
Its: Assistant Vice President

STATE OF ALABAMA )

COUNTY OF Shelby )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tra Herron, whose name as Assistant Vice President of Central State Bank, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said Mortgagee.

Given under my hand and official seal, this the 30<sup>th</sup> day of July, 2024.

SEAL

Bryan K. Nelson

Notary Public

My Commission Expires:

MY COMMISSION EXPIRES DECEMBER 8, 2025