

Prepared by and Return to:  
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**DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS,  
EASEMENTS, AND ASSESSMENTS  
FOR  
COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND ASSESSMENTS** (“Declaration”) is made on this \_\_\_\_\_ day of February, 2025, by **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.** an Alabama limited liability company (“Declarant”), and its successors, assigns, and designees.

**WHEREAS**, Declarant is the sole owner and developer of the Property which is more specifically described on Exhibit “A”; and

**WHEREAS**, Declarant desires this Declaration, Articles of Incorporation, and Bylaws to be filed in order to protect and maintain the integrity of the design and security of the Association and its members’ investments; and

**WHEREAS**, Declarant intends to subdivide the Property into a subdivision named **COLONIAL OAKS**; and

**WHEREAS**, Declarant has caused the incorporation of **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**, an Alabama not-for-profit corporation, for purposes of enforcing this Declaration and exercising the functions described herein; and

**NOW, THEREFORE**, Declarant hereby declares that the Property shall be held, sold and conveyed subject to this Declaration as well as the Articles of Incorporation and Bylaws, and shall be appurtenant to and running with the land, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in the real property set forth above or any part thereof or part added hereto, and their respective heirs, successors and assigns, as their respective interests may appear.

## ARTICLE I DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration shall have the following meaning:

“Additional Property” shall mean and refer to any real property, other than the real property described in Exhibit “A”, attached hereto, which is made subject to the provisions of this Declaration and annexed into the Property, as provided in Section \_\_\_\_ of this Declaration.

“Architectural Review Committee” or “ARC” shall mean and refer to the body also known as COLONIAL OAKS ARCHITECTURAL REVIEW COMMITTEE.

“Area of Common Responsibility” shall mean and refer to the Common Area together with those areas and improvements, if any, upon a Lot, the maintenance, repair or replacement of which is the responsibility of the Association. All Common Area, together with easements over Lots and any lease property shall be Areas of Common Responsibility, provided, however, that the Association shall not be responsible for planting or maintaining grass or shrubs within any easement which crosses a Lot.

“Articles” or “Articles of Incorporation” shall mean the document filed with the Alabama Secretary of State which incorporates the Association under the laws of Alabama and attached to this Declaration as Exhibit “B” and made a part of this Declaration. Any reference to “Articles” or “Articles of Incorporation” shall be deemed to refer to the Certificate of Formation

“Assessment” shall mean a sum or sums of money payable to the Association by the Owners of one or more Lots, as authorized in the governing documents, which if not paid by the Owner of a Lot, can result in a lien against the Lot.

“Association” or “HOA” shall mean COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.

“Association Documents” shall mean, collectively, this Declaration and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto, Articles of Incorporation and any duly adopted amendments, Bylaws and any duly adopted amendments, and rules and regulations adopted under the authority of Declaration, Articles of Incorporation, or Bylaws.

“Board of Directors” or “Board” or “Directors” shall mean the appointed or elected governing body of the Association, as applicable, having its normal meaning under applicable law.

“Builder” shall mean ADAMS HOMES, LLC, an Alabama limited liability company, its successors and assigns. Builder shall have the right to assign any and/or all of its interest as Builder

in whole or in part on an exclusive or non-exclusive basis. Such assignment shall be in writing and recorded in the official records of the county in which the Property is located and shall state the specific right or interest being assigned. Builder shall not take or assume any obligations, responsibilities, and/or liabilities related to the actual development of the Subdivision and the term “developer”, as defined under Alabama law is a distinct term of art that shall not be construed to place any obligations, responsibilities, and/or liabilities on Builder, unless Builder specifically accepts such obligations, responsibilities, and/or liabilities in writing.

“Bylaws” shall refer to the code adopted by the Association for regulating and managing the affairs of the Association, attached to this Declaration as Exhibit “C” and made a part of this Declaration.

“Common Area” shall mean all real and personal property, and interests therein, now or hereafter owned by the Association for the common use and enjoyment of the Owners and all areas within the Subdivision, which are or have been dedicated or deeded to the Association or as designated on the Plat as “Common Area” and/or “Open Space”; the terms “common area” and “open space” shall be used interchangeably and mean the same. Specifically included as Common Area are (a) all signage, street lights, lighting, walkways, paths, bicycle and jogging paths or lanes, if any, improvements, landscaped or other areas of common use; (b) the Stormwater Management System located within the Subdivision; (c) all utility lines, pipes, ducts, conduits, equipment, machinery, and other apparatus and appurtenances, which are located in or serve any portion of the Common Areas on more than one (1) Lot; and (d) all easements and easement areas within the Subdivision (other than such areas located solely within the boundary lines of any Lot), and any other areas or improvements on or within the Subdivision, which are designated as Common Area by Declarant or the Board from time to time. The designation of any land and/or improvements as Common Area shall not mean or imply that the public at large acquires any easement of use or enjoyment thereof or any other rights, licenses or benefits therein.

“Common Expenses” shall mean the expenses incurred by or financial liabilities of the Association, together with any allocations to reserves, if applicable, for the common benefit of Members.

“Community” shall mean the real property that is or will be subject to a declaration of covenants which is recorded in the county where the property is located. The term “community” includes all real property, including undeveloped phases (if applicable) together with any approved modification thereto.

“County” shall mean and refer to Shelby County, Alabama.

“Declarant” shall mean GARDEN STREET COMMUNITIES SOUTHEAST, LLC a Florida limited liability company, its successors and assigns. The Declarant specifically reserves the right to assign any and/or all of its interest as Declarant in whole or in part on an exclusive or non-exclusive basis. Such assignment shall be in writing and recorded in the official records of

the County in which the Property is located and shall state the specific right or interest being assigned.

“Declaration” shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendment(s) thereto, which may be recorded amongst the official records of the County.

“Design Guidelines” shall mean those Architectural Review Committee Rules and Guidelines if and when published by the ARC as same may adopted and/or amended by the ARC from time to time.

“COLONIAL OAKS” Subdivision shall mean and refer to all existing properties and additions thereto which are subject to this Declaration and any Supplemental Declaration under the provisions hereof.

“Lot” shall mean and include each parcel of land duly recorded and identified by the Plat of the Subdivision intended or designed for the construction thereon of a single private residential dwelling unit. Lot shall additionally mean and include each parcel of land described by metes and bounds intended or designed for the construction of private, single-family residential, dwelling units. Lot shall not include areas of future development for which a subdivision plat has not been recorded.

“Member(s)” or “Membership” shall mean Owner, Declarant(s), and/or Builder(s) of any class who holds ownership in the Association.

“Officer” shall mean a natural person appointed or elected by the Association’s Board of Directors.

“Owner” shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title or beneficial use of any Lot situated within the Subdivision but shall not include mortgagees unless the mortgagee has acquired title by foreclosure or deed in lieu of foreclosure.

“Plat” shall mean a recorded Subdivision map or plat of the Property, or any part thereof, recorded in the public records of the County, made subject to the terms hereof. Plats for future phases, if any, for lands annexed to the control of this Declaration shall be as referenced in the recorded annexation document for such future phase.

“Property” shall mean all of the real Property described on Exhibit “A”, and any such Additional Property as may be added by annexation subject to the terms hereof.

“Rules” shall mean the rules and regulations promulgated from time to time by the Board of Directors in accordance with the Association Documents.

“Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quality and quantity of discharges from the system, as permitted pursuant to applicable law, as amended.

“Structure” shall mean anything or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, covered or uncovered patio, playhouse, treehouse, swimming pool, fence, recreational equipment, curbing, paving, wall, sign, signboard, onsite sanitary system, dock, gazebo, temporary or permanent living quarters (including any house trailer) or any other temporary or permanent improvement to such Lot, and any excavation, grading, fill, ditch, diversion, dam, or other thing or device which affects or alters the flow of any waters from, upon or across any Lot.

“Subdivision” shall mean all Property within the areas shown of the Plat or Plats of COLONIAL OAKS.

“Wetland Conservation Area” or “Conservation Area” shall be those indicated on the recorded Plat should any exist.

## ARTICLE II PROPERTY OWNER’S RIGHTS

2.1 General Rights. Each Owner shall have all rights and title of a fee simple owner of real property with respect to any Lot owned and may exercise full proprietary interest therein subject only to the covenants contained in this Declaration and to any other conditions voluntarily contracted. All easements, reciprocal easement agreements, amendments and supplements to the Declaration, as well as provisions of the Association’s Articles of Incorporation and Bylaws, shall be construed to be “other conditions voluntarily contracted”.

2.2 Common Area Rights. Upon Declarant conveying such Common Area, made up of real and/or personal property, to the Association, every Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot; provided, however, that no Owner shall do any act which interferes with the use and enjoyment of the Common Area by all other Owners, subject to the following provisions:

(a) The right of the Association to charge reasonable fees for the use of any recreation facility situated upon the Common Area and to impose reasonable limits upon the number of guests who may use these facilities, hours of use, and any additional restrictions or limitations of use that may be contained in the Rules adopted by the Association.

(b) The right of the Association to suspend the right to the use of the Common Area by an owner for any period during which any Assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any other infraction of the Association Documents or the Rules, provided that such suspension shall not interfere with such Owner's access to such Owner's Lot.

(c) The right of the Declarant and the Association to grant easements in and to the Common Area for utility services, including cable television, rights in favor of adjacent property Owners, when needed to grant ingress, egress and maintenance easements for access to commonly used or other improvements used by the Owner(s) of said adjacent property or otherwise, and other public uses which benefit the Subdivision as a whole.

(d) The right of the Association to borrow money for the purpose of improving the Common Area or acquiring additional Common Area property; provided, however, the Common Area cannot be mortgaged without the consent of the Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present.

(e) The rights of the Association to dedicate, transfer and convey all or any part of its right, title and interest in the Common Area to any public agency, authority, or utility or, subject to such conditions as may be agreed to by the Owners, to any other person for such purposes; provided, however, the Common Area cannot be conveyed without the consent of the Owners entitled to cast two-thirds (2/3) of the total votes present and voting, in person or by proxy, at a duly called meeting at which a quorum is present.

(f) Access afforded to police, fire and other public and emergency vehicles.

(g) Entrance gates, if they exist within the Subdivision, will remain open seven (7) days per week from 7 a.m. to 7 p.m. until neither Declarant nor Builder own a Lot or any property within the Subdivision.

2.3 Access. Each Owner shall have the right to ingress and egress over and across the Common Area and private rights-of-way, if any, as necessary for access to the Owner's Lot and shall have the right to lateral support for the Owner's Lot. Provided however that the Declarant reserves the right to install entry/exit gates and related hardware and software, in its sole discretion, and if constructed, the costs of maintenance and operation thereof shall be that of the Association as a Common Expense.

2.4 Guests and Invitees. Each Owner, subject to the restrictions of the Association Bylaws, may delegate the Owner's right to use and enjoy the Common Area facilities to family members, tenants, social and business invitees, subject to Rules promulgated by the Association.

2.5 Limitation Upon Use of Common Area. No Owner may plant, garden or erect or maintain fences, hedges, walls, Structures or other improvements upon the Common Area except those improvements installed by the Declarant in connection with the development of the Property

or as approved by the ARC. The Association's Board of Directors or Officers may establish reasonable rules and regulations concerning the use of the Common Area facilities. These regulations shall be binding upon each Owner and the Association may impose reasonable monetary fines and other sanctions for violation of the rules.

2.6 Existing Property. The real Property which is and shall be held, conveyed and occupied subject to this Declaration, is located in Shelby County, Alabama, and is more particularly described in Exhibit "A", attached hereto and made a part hereof, and incorporated by reference.

### **ARTICLE III PROPERTY OWNER'S ASSOCIATION**

3.1 Ownership. It shall be mandatory that any Owner shall be a Member of the Association and entitled to the beneficial enjoyment thereof. Ownership of the Lot shall be sole qualification for Membership in the Association and Membership shall not run to persons who hold an interest in a Lot merely as security for performance of an obligation. When any Lot is owned of record in joint or multiple tenancy, the multiple Owners shall designate, by written notice to the Association, a representative to be the Owner/Member entitled to vote. If no representative is designated by the Owners, the Board of Directors of the Association may select one of the Owners of record or person exercising beneficial use of the Lot to be the representative for the Lot until one is designated by the Owners, unless the Owners of the Lot cannot agree, in which case, no vote may be cast for that Lot until selected by the Owners.

3.2 Voting. The Association shall have two (2) classes of membership, Class "A" Members and Class "B" Members, if any, as follows:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of Class "B" Members, if any. Class "A" Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for Ownership by Section 3.1 hereof; there shall be only one (1) vote per Lot;

(b) Class "B". Class "B" Members shall be the Declarant and Builder as well as any successor of Declarant or Builder who takes title for the purpose of development and sale, and who is designated as such in a recorded instrument executed by Declarant. The Class "B" Member shall be entitled to ten (10) votes per Lot owned; provided, however, that the Class "B" membership shall cease and convert to Class "A" membership on the happening of any of the following events, whichever shall first occur:

- i. Three (3) months after ninety percent (90%) of the Lots in the Community, including all Additions Property (as described herein) that will ultimately be operated by the Association, have been conveyed to Class "A" Members;

or

- ii. Declarant, in its sole and absolute discretion, elects to terminate its Class “B” membership by written notice of such election delivered to the Association (whereupon the Class “A” Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

From and after the happening of these events, whichever occurs earlier, the Class “B” Member shall be deemed to be a Class “A” Member entitled to one (1) vote for each residential Lot in which it holds the interest required for Ownership under Section 3.1. hereof. At such time, the Declarant shall call a meeting, as provided in the Bylaws of the Association for special meetings, to advise the membership of the termination of Class “B” status and conduct a turn-over meeting. Declarant’s failure to conduct such meeting shall not affect or nullify Declarant’s termination of any of its rights or obligations. So long as Declarant has one (1) Lot in the Subdivision, Declarant shall have the right to appoint one (1) Owner to the Board of Directors.

(c) Owners may vote by proxy, but only on subject matter previously noticed to the ownership as an agenda item.

3.3 Powers. The Association shall have such general powers as are necessary to perform the obligations and duties set out in this Declaration, including but not limited to: buy and convey real property, conduct social activities, enter into contracts, install and maintain irrigation in Common Area, hire a management company, make capital improvements, indemnify Officers and Directors, adopt rules and regulations for the general well-being of the Subdivision, levy fines against delinquent Owners and their Lot, obtain and maintain such policies of insurance as required by the Declaration and such other policies as the Board deems necessary and desirable for the protection of the Association and its Owners. The Association may maintain a working capital and contingency fund and pay taxes and other obligations of the Association and may segregate funds to maintain reserve, trust, or escrow accounts for the Owners to accumulate and preserve funds for anticipated improvements.

3.4 Annual Meetings. The annual meeting of the Association shall be held in the third week of January of each year on a date and at a time and place as set by the Board. The Board also has the power to change the date, time and place of the meeting for the convenience of the membership in accordance with the Bylaws.

3.5 Directors. The manner in which the Directors are elected or appointed is set forth in the Bylaws, attached herein as Exhibit “C”.

3.6 Officers. The Officers of this Association shall be a president, a secretary, and a treasurer, and such other Officers as the Board may from time to time by resolution create. The

manner in which the Officers are elected, appointed and removed (as well as the Officers' duties) is set forth in the Bylaws, attached herein as Exhibit "C".

#### **ARTICLE IV RIGHTS & OBLIGATIONS OF THE ASSOCIATION**

4.1 Maintenance. The Association shall maintain and keep in good repair the Common Area and the Area of Common Responsibility and for this purpose may levy the Assessment described hereinafter. The Association shall keep the Common Area and Areas of Common Responsibility as originally improved by the Declarant or as modified with the consent of ARC and shall keep all common facilities in good repair, in a safe, attractive and orderly condition.

☒ The roads in the Subdivision are dedicated to the public but have not been accepted by a public entity for maintenance, therefore, the cost and responsibility of road maintenance will be borne by the Association until the government body accepts the dedication and assumes such responsibilities.

4.2 Enforcement. The Association, the Declarant, and any Owner may enforce the provisions of this Declaration by appropriate means, including but without limitation the employment of legal counsel and the commencement of legal actions. The Association may promulgate rules for fines against Owners violating the Declaration and/or Rules of the Association in accordance with law. Obligations of the Association are legally enforceable by any Owner and also the Declarant. Failure to enforce any of the covenants, conditions, restrictions, easements contained herein does not waive the Association's, Declarant's or Owner's right to insist on compliance in the future. In any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs.

4.3 Easements. The Association or Declarant may grant easements when necessary for utilities over the Common Area and any portion thereof to serve the Subdivision and any portion thereof. An easement is hereby granted to the Association and retained by Declarant, without any obligation to do so, for the purposes of accomplishing the repairs, maintenance, replacements or any other work necessary to enforce the provision of this section. The Subdivision is subject to a twenty (20)-foot ingress/egress easement, as designated on the Plat and Exhibit "D", over the Subdivision boundary located at the southern boundary line near Lots 49 – 58; however, the Association is under no obligation to maintain such easement as the easement land on the Property is the servient estate. However, the Owners of Lots 49 – 58 are prohibited from erecting a fence on such easement.

(a) The Association, Declarant and each Owner shall each have a non-exclusive right and easement of use and enjoyment in and to the Common Areas. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

- (i) Right-of-way for ingress and egress by vehicles and on foot through and across any streets or walks in the Common Areas for all lawful purposes; and
- (ii) Rights to connect to, maintain and make use of utility systems, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Areas, but only in accordance with all laws and the requirements of the applicable Governing Authorities or entities that regulate said utilities; and
- (iii) Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, non-exclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's home, which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. The exercise of these rights and interests shall be subject to and subordinate to the terms and provisions of the Declaration, the Articles, the Bylaws, any recorded Plats, the Rules, rules and regulations, and applicable laws.

(b) Additionally, Declarant hereby reserves and grants the following perpetual, non-exclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

- (i) Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.
- (ii) Easement to Enter upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and

responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so. Furthermore, an easement or easements for ingress and egress in favor of the Declarant, the Association, and Builder(s) (collectively, the "Grantees") to enter upon Lots or Common Areas necessary for purposes of construction, repairing or addressing any issues identified by the governing authority over the Subdivision within ten (10) years of Plat approval of the Subdivision. The Easement detailed herein creates a right in favor of Grantee(s), but shall in no way be deemed to impose an obligation unto the Grantee(s) for the construction, repairing or addressing of any issues that may materialize.

- (iii) Plat Easement(s). The Plat and/or Additional Plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

4.4 Damage to Common Area and Owner's Maintenance of Lot. In the event the Board of Directors or Officers of the Association determines that any Owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an Owner is responsible or finds that any Owner, or agent of an Owner or independent contractor of an Owner, is responsible for damage to the Common Area or Area of Common Responsibility, the Association shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the Owner's sole cost and expense which notice shall set forth with particularity the maintenance, repairs, and replacement deemed necessary. The Owner shall have fifteen (15) days from the date of mailing the notice by certified United States mail to complete the maintenance, repair or replacement or appear before the Board of Directors to contest its determination. If the Owner fails in this obligation, the Association may provide such maintenance, repair and replacement at the Owner's sole cost and expense and the cost shall be added to and become part of the Assessment for which the Owner is responsible and shall become a lien against the Lot of the Owner enforceable by the Association plus all costs of collection including reasonable attorney fees through appeal. Each Owner hereby grants to the Association an easement for the purposes of accomplishing the repairs, maintenance, replacement or any other work necessary to enforce the provisions of this section.

4.5 Enforcement of Duties. Notwithstanding any other provision of this Declaration, the duties of the Association with respect to levying Assessments sufficient to perform its duties and the duty of the Association to provide maintenance of the Common Area and Areas of Common Responsibility and to enforce the provisions of this Declaration and of its Articles of Incorporation and Bylaws and to enforce any other duties imposed upon it by law or contract, are mandatory contractual duties which shall be specifically enforceable by injunction and by other remedies in legal proceedings which may be brought by any Owner or by Declarant. Further, in

the event Declarant should perform certain of the obligations of the Association, this shall not constitute a waiver with respect to the Association's obligation to perform such duties and with respect to the right of Declarant and Owners to bring legal proceedings to compel the Association to perform its duties and reimburse Declarant for cost expended by Declarant in expending such duties. Furthermore, the Association may not diminish or eliminate any obligation of the Association by amendment to its Articles of Incorporation or its Bylaws, or by any other method, without Declarant's written consent thereto, so long as Declarant owns any Property or Additional Property annexed thereto.

4.6 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or contractors to comply with any covenant, restriction, Rule, regulation contained herein, or Rules or regulations promulgated under the Articles of Incorporation, Bylaws of the Association, or by the Board of Directors, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the infraction or infractions at least fifteen (15) days prior to a hearing before the Board of Directors. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why fine(s) should not be imposed.

(b) Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why fines should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the Board of Director's meeting.

(c) Appeal. Any appeal process provided under Alabama law shall be available to any offending party.

(d) Fines. The Board of Directors may impose fines at its reasonable discretion, which may exceed any amounts set forth by Alabama law. The Board may further suspend, for a reasonable time, the rights of the Owner or Owner's guest, tenants or invitees to use Common Area and recreational facilities. Each day a violation continues to exist, it shall be a separate violation without need for additional notices or appeals. The Association shall be entitled to collect the maximum amount permitted hereunder.

(e) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or Assessment.

(f) Collection of Fines. Fines shall be treated as an Assessment otherwise due to the Association, but no fine shall become a lien against a Lot.

(g) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be the exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

4.7 Special Enforcement Rights. Violation of any conditions or restrictions or breach of any covenant herein contained shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land on which such violation or breach exists and summarily to abate and remove, at the expense of the Owner of said land, any construction or other violation that may be or exist thereon contrary to the intent and provision hereof; and the Declarant, its successors and assigns and/or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. The Declarant and/or the Association may impose liens upon the Lot of an Owner for amounts incurred for such abatement and removal which the Owner fails to pay upon written request.

4.8 Common Area. There will be Common Area for use by all residents and their guests. The Association shall be responsible for the ownership, operation and maintenance of said area.

4.9 Leasing. Lots may be leased for residential purposes. All leases shall have a minimum term of at least twelve (12) months. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration and Supplemental Declarations, if any, and any rules and regulations promulgated by the Declarant or the Association. The lease shall also obligate the tenant to comply with the foregoing, and the lease shall provide that the violation of any provision of this Declaration and Supplemental Declarations, if any, shall be a breach of said lease, subjecting the tenant to termination of the lease and eviction. In addition, any violations of the covenants contained in this Declaration by the tenant or any person residing at the Lot shall be the responsibility of the Lot Owner. The Board may request that the Owner submit the lease to the Board and the Board shall have sole discretion to approve or deny the lease. The Board shall have no liability for such approval or denial.

4.10 Variances. The Board of Directors and Declarant shall have the right to grant any variances on any action or proposed action that may conflict with this Declaration, so long as, such is not in violation of applicable laws. The granting of any such a variance shall be on a case by case basis and solely at the discretion of the Board of Directors or Declarant. Additionally, the granting of a variance by the Board of Directors or Declarant shall have no bearing whatsoever on any future variance requests.

4.11 Wall, Fence, and Landscaping. If a wall and/or fence, entry feature and/or gate and landscaping exist around parts of the Subdivision, the Association shall have the responsibility for maintaining this wall, fence, entry feature and/or gate and/or landscaping. As shown on the Plat or separate easement deed, the Association is hereby granted easements for access to the walls, fences

and landscaping for maintenance purposes. On those Lots that border the walls, the Association shall be responsible for repainting and maintaining the wall, and an easement for access for maintenance, replacement, and repair thereto is hereby reserved to the Association for this purpose. As may be required by the County, any landscaping buffer required as shown on the Plat may be installed by the Declarant, and maintained and replaced, as needed, by the Association, as a Common Expense.

## **ARTICLE V**

### **RESTRICTIONS UPON INDIVIDUAL USE FOR THE COMMON GOOD**

5.1 Single Family Residential Use. No building, Structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Subdivision other than single family dwellings and appurtenances. As permitted by the Declaration, the Board of Directors may promulgate rules defining a “single family”, and to prohibit occupancy by certain types of felons, who have not had their civil rights restored, and registered sex offenders.

5.2 Lawful Use. No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

5.3 Commercial Use. None of the Lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending, or any other purpose incompatible with single family residential use. No business that generates on site visits by customers, or suppliers shall be allowed. Nothing in this section shall be construed to restrict Builder’s or Declarant’s use of a model home or sales office.

5.4 Maintenance. All buildings and other Structures within the Subdivision and each portion thereof shall at all times be properly and well maintained in good condition and repair by the Owner thereof. All landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

5.5 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC.

5.6 Parceling. No Lot shall be expanded or divided to accommodate more than one (1) dwelling site per full Lot.

5.7 Design. Any improvements to be constructed onto any Lot will be subject to the written approval of the ARC. The design of said improvements shall be in conformance with the Design Guidelines if and when published (and as may be amended) by the ARC. Upon written request, sent by certified mail, by Owner for approval of plans and specifications, the ARC will have thirty (30) days to approve or disapprove plans. Failure of the ARC to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved. ARC will have exclusive control over exterior design, colors and materials which can be used in new construction and in repainting/refurbishing, modifying or additions of all improvements built on any Property subject to this Declaration and all additions thereto. The Committee may charge a fee to review plans. The fee shall be established by the Association.

5.8 Roofs. Antennas. Solar Heating. Except as may be allowed by law, no projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys, skylights or vent stacks. No outside television or radio pole or antenna or other electronic device, or solar heating device, shall be constructed, erected or maintained on any building nor on any Property within the Subdivision or connected in such a manner as to be visible from the outside of any building, except as may be allowed by law and approved in writing by the ARC. Over the air reception devices may be installed as allowed by law. The ARC may, in its sole discretion, grant waivers from the provisions of this paragraph.

5.9 Temporary Buildings and Building Materials.

(a) No shed, tent or temporary Structure and/or building shall be erected, maintained or used on any Property within the Subdivision, unless approved by the ARC. Notwithstanding, temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any Property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by ARC and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work.

(b) No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to complete the improvement in which same is to be used.

5.10 Garages. All residences shall have a minimum of a two (2) car garage, capable of holding two (2) autos, and Owners may not reduce the size of such garage to any size that would encroach on such dimensions. When garages are not in use by persons, garage doors shall be closed.

5.11 Signs. No sign of any kind shall be erected by an Owner within the Property or Subdivision without the prior written consent of the ARC except (a) when offering a Lot or residence for sale or for lease, not more than one (1) professionally lettered "For Sale" or "For Rent" sign having a maximum area of four (4) square feet and a maximum height of four (4) feet above ground level, (b) professional security signs (c) any signs required by legal proceedings, and (d) signs erected by Declarant or Builder. Professionally lettered "For Sale" or "For Rent" signs may be attached to a post of not more than Five Feet, Six Inches (5'6") in height. This restriction shall not apply to signs used by Declarant or Builder to identify and advertise the Subdivision as a whole, nor signs for selling Lots and/or single-family dwellings. All Builder signage must be approved by the Declarant.

5.12 Rubbish. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any Lot or Common Area within the Subdivision if it renders the Property unsanitary, unsightly, offensive or detrimental to any other Property in the Subdivision. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All service areas and sanitary containers within the Subdivision shall be enclosed in such a manner that the yards, areas, containers and such are not visible from any neighboring property or street. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

5.13 Clotheslines. Clotheslines are not permitted unless they are completely hidden from view of the Common Area, street, and any neighboring property, and except as permitted in writing by the ARC.

5.14 Oil Tanks. Bottle Tanks. Water Softening- Tanks. Wells & Pumps. Condensers. Wood Piles and Central Air Conditioning Units. All ancillary equipment shall be suitably screened so as to be concealed from view of the Common Area, street, and any neighboring property. No window and/or wall air conditioning units shall be permitted. All propane gas tanks larger than standard barbecue size must be buried.

5.15 New or Damaged Structures. The erection of a new dwelling or Structure, or the repair of any dwelling or Structure damaged by fire or otherwise, on any Lot shall be completed without unreasonable delay. Should the Owner leave a dwelling or Structure in an incomplete condition for a period of more than 120 days or should the erection of a new dwelling remain incomplete after a period of 270 days from the date of the first construction related inspection by the appropriate governmental authority, the Association after reasonable notice to the Owner by registered mail, giving the Owner the opportunity to be heard, may remove the Structure from the premises or complete and repair it in a manner deemed appropriate by the Association's ARC, and/or assess a fine of \$100.00 (one hundred) dollars per day for every day the repair or erection of the dwelling or Structure remains incomplete after the aforesaid time limits have been reached, unless the Owner can show a defense to the ARC that would support an impossibility defense under Alabama law, and which delay is approved in writing by the ARC. In either event, the expense so incurred shall be a lien against the Lot enforceable in the same manner as other liens. The dwelling or Structure shall not be considered to be complete until, in the opinion of the Board

of Directors, both the construction and landscape elements are in compliance with the approved building and landscape plans.

5.16 Hedges and Landscaping. All fences, hedges, and landscaping plans must receive prior written approval from ARC before implementation. Fencing of the rear and specified portions of the side yards will be allowed on Lots only upon approval of ARC. In connection with the development of any Lot for residential purposes the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation, fill or clear cutting of trees shall be performed in violation of law, or of this Declaration. The Board of Directors may designate certain individuals with authority to enter upon the Property or Lot of an Owner in order to repair and maintain certain items after appropriate notice is given to said Owner and Owner fails to comply. In the event that the Board of Directors takes the action to repair and/or maintain certain items on an Owner's Lot, said Owner shall be assessed the cost of such repair and/or maintenance plus a fifteen (15%) charge associated with the repair and/or maintenance. Owners of Lots 49 – 58 are prohibited from erecting a fence, hedge or wall, or any other structure on the twenty (20)-foot ingress/egress easement, as further described on Exhibit "D".

5.17 Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of the appropriate governing entity(ies) for such installation.

5.18 Common Area. Nothing herein shall be interpreted as to limit in any way the Declarant's right or Builder's right to use the Common Area and its related facilities for the sales and promotion of properties.

5.19 Swimming Pools. Spas. Basketball Backboards. Trampolines. Above ground swimming pools are not permitted. All pools and spas must have the written approval of ARC prior to installation. No basketball backboards, permanent or portable are permitted in any location unless approved in writing by ARC. No trampolines are permitted in any location unless approved in writing by ARC.

5.20 Hardship Waiver. ARC is authorized, but not required, to grant hardship waivers to Owners in the event in the ARC's absolute discretion, the strict application of these restrictions presents a bona fide hardship that is not self-imposed.

5.21 Minimum Square Footage of Improvements. Any home on any Lot described herein shall contain, at a minimum, 1300 square feet of living area. Living area does not include: garages, porches (open or screened), terraces, or patios.

5.22 Trailers. Trucks. School Buses. Boats. Boat Trailers. No house trailers, motor homes, mobile homes, school buses, trucks or commercial vehicles, recreational vehicles, off-road vehicles, tandem axle vehicles, motorcycles, campers, habitable motor vehicles of any kind, boats,

or boat and other trailers, shall be kept, stored or parked overnight either on any street or on any Lot, except within garages and the garage door closed (when garages are not in use by persons). The foregoing will not be interpreted, construed, or applied to prevent the temporary non-recurrent parking of any vehicle, boat or trailer for a period not to exceed forty-eight (48) hours upon any Lot, driveway or street. Notwithstanding the foregoing, passenger automobiles (including SUVs and light trucks without commercial markings) may be parked in driveways. There shall be no major or extended repair or overhaul performed on any vehicle, boats, or trailers on the Lots. All vehicles, boats and trailers shall have current license plates. If any vehicle, boat, or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, or trailer towed away at the expense of the Owner thereof, and an easement to enter the Lot is reserved in favor of the Association for this purpose. This section shall be liberally interpreted to permit the Association or any other party having the right to enforce these restrictions to keep the streets within the Subdivision free from congestion and from the parking, repair, or storage of unsightly or oversized vehicles and other rolling stock which may detract from the character of the Subdivision.

5.23 Livestock and Pets. No animals, livestock, poultry, or pets of any kind shall be raised, bred, or kept on any Lot, except that not more than three (3) household pets per Lot may be kept provided, however, that no more than two (2) of such pets may be dogs, and provided further that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this paragraph, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person. Animals which have attacked or bitten any person or another person's pet shall constitute a nuisance and shall not be kept on any Lot. All pets must be kept on leashes or within secure enclosures when out of doors. For purposes of this paragraph, invisible electronic fences are not deemed to be fences in compliance herewith. The foregoing expression of specific behaviors that shall constitute a nuisance shall in no way limit the determination that other behaviors also constitute a nuisance. Any pet in violation of this section shall be brought into compliance within twenty-four (24) hours of notice by the Association, including but not limited to, the removal of the pet from the Subdivision if the pet has attacked or bitten a person or other person's pet. Maintenance and keeping of pets on the Property and in any residence may be otherwise regulated in any manner, consistent herewith, by the Rules as may from time to time be established by the Board of Directors.

5.24 Offensive Activities. No noxious, offensive, or illegal activities shall be carried on or upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the Owners of other Lots in the Subdivision. No nuisance shall be caused, or permitted to exist, by any Owner on, about or in the vicinity of his Lot or elsewhere in the Subdivision, nor shall there be any use or practice which is the source of annoyance to residents, or which interferes in any way with the peaceful possession and proper use by the residents of the Subdivision Property or any part thereof. All parts of the Subdivision, including each Lot, shall be kept in a neat, clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed by any Owner or by

anyone to accumulate, nor shall any fire hazard be allowed to exist. No improper, offensive, or unlawful use shall be made of any Lot, or any part thereof, and all valid laws, zoning ordinances and regulation of all governmental bodies having jurisdiction thereof, and all regulations of the Subdivision Association, shall be observed.

5.25 Nuisance. It shall be the responsibility of each Owner to prevent the development of an unclean, unhealthy, unsightly, or unkept condition on their Lot. No Lot shall appear to be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit foul or obnoxious odors, noise or other conditions that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of the surrounding property.

5.26 Drainage. No Owner shall permit any blockage, construction, or landscaping to impede the flow of drainage upon any drainage easement or drainage swale. If a drainage swale is on an Owner's Lot, such Owner is required to maintain any portion of the drainage swale that is on the Owner's Lot.

5.27 Builder and Declarant Exemption. Builder and Declarant are exempt from any and all requirements contained in Article V of this Declaration.

5.28 Use and Protection of the Lakes and Ponds. The use of all lakes and ponds, if any exist, shall be subject to rules as adopted by the Association, and shall be maintained by the Association.

The Association and the Declarant do not represent or warrant that any Lot is waterfront, that any Lot has lake access, or that the lakes and water levels will continue to exist in their present forms. Neither the Association, Declarant, nor any agent, officer or employee of either shall have any liability to any Owner with regard to the augmentation or continued water levels of any lake.

No Structures shall be placed on any of the lakes or ponds by any Owner and all access to any lakes or ponds is only permitted through authorized access points created by the Association or applicable governmental agency. The Declarant reserves the exclusive right, but not the obligation, to install improvements to the Common Area, including but not limited to docks, boardwalks, piers, or boat ramps which may be placed in the Common Area for the use of all Owners and guests.

As depicted in Exhibit "D" attached herewith, the Cultural Resource Area is to remain undisturbed by way of digging, excavating, or otherwise by any person.

5.29 Irrigation. All Lots may have underground irrigation systems in operable condition and may not draw upon water from creeks, streams, lakes, ponds, retention, detention, canals or other bodies of water within the Subdivision. Individual wells are prohibited.

5.30 Lot Setback. No residential dwelling unit shall be constructed on any Lot or building site in the Subdivision, which does not conform to the setback lines shown on the recorded Plat; however, an automatic waiver of ten percent (10%) of any setback requirement on the Plat is

hereby granted for violations of any setback requirement not exceeding ten percent (10%). The automatic waiver established by this Section has no effect on any setback requirements imposed by the County's Land Development Code; and appropriate waivers or variances may be required in certain circumstances.

5.31 Sewer Grinder Pumps. All Lot Owners shall be responsible for the maintenance and repair of sewer grinder pumps associated with said Owner's Lot. A private company is available to service and replace said sewer grinder pumps if ever necessary, but any such service and/or replacement fees and costs shall be borne by said Lot Owner.

5.32 Convicted Felon and Registered Sex Offender Restrictions. No person(s) convicted of a federal or state felony or required to register as a sex offender is allowed to reside in the Community. The Board of Directors reserves the right to conduct background checks on all residents. Any resident found to be a convicted felon or required to register as a sex offender will be asked to vacate the Community premises immediately. The Association, the Board of Directors, or any individual Director cannot be held liable for any damages or losses resulting from the enforcement of this rule and any and all residents of the Community are hereby on notice of this restriction.

## **ARTICLE VI DESIGN REVIEW**

6.1 Design Approval. No building, Structure, architectural feature or improvement, including but not limited to Structures, irrigation systems, landscaping, mailboxes, fencing, or hedges, whether for new construction or a modification or addition to existing improvements, shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate, complete plans and specifications for such building, Structure, and/or improvement and a detailed site plan showing its proposed location, and the plan specifications and detailed site plan have been approved in writing by ARC. The approval of said plans and specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions, and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the Structure with respect to topography and finished grade elevation, the nature of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, Structures or improvements located or to be located upon the Property, including the heights, kind and appearances of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and driveways, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of plans and specifications and a detailed site plan as finally approved may be retained by the Declarant or ARC.

Upon completion of any buildings, Structure or improvement in accordance with approved plans and specifications and detailed site plan, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, Structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

ARC's approval, disapproval or conditional approval shall be endorsed upon the plans and specifications submitted by the Owner and shall be further evidenced by a written instrument executed and acknowledged by ARC. Such written instrument shall be returned to the Owner.

ARC shall not obviate any reviews or approvals required by government and does not constitute a structural review or review for compliance with building codes or any purpose other than design compatibility with the community, surrounding structures and terrain.

ARC shall have the authority to publish "Design Guidelines" which shall outline guidelines for the design of improvements to be constructed on the Lots. ARC reserves the right to amend these Design Guidelines from time to time.

6.2 Exculpation of Declarant and ARC. Declarant and/or ARC cannot and shall not be held responsible for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors nor shall the Declarant and/or ARC be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations. The Declarant and/or ARC also shall not be held responsible for any structural fault in design or construction. Neither the Association, ARC, Declarant, or any agent, officer or employee of the Association, ARC, or Declarant shall be liable to any Owner or other for any damages or costs arising in any way out of the approval or disapproval of any plans or applications.

6.3 Design Approval by Declarant. The Declarant reserves the right to maintain exclusive architectural control for new construction in all Common Area, entrance and recreation areas. The purpose of architectural control is to assure that improvements in the Subdivision as a whole will preserve a uniformly high standard of construction that is attractive and harmonious. The basic architectural control for regulation of all Lots is vested in ARC. In addition, to further protect, conserve and enhance the aesthetics of the community, the Declarant itself, until the last Lot is sold, may regulate the appearance of all Common Area improvements and buildings, and Structures if any. The power to regulate vested in the Declarant temporarily and ARC permanently shall include the power to prohibit those improvements, structures, buildings found to be (a) inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved hereby, or (b) contrary to the best interests of the Subdivision or (c) detrimental to the value and desirability of the Subdivision as a residential community with exclusive, unique and desirable qualities.

6.4 Builder Exemption. Builder shall be exempt from any and all requirements of Article VI.

6.5 Variance. The Declarant shall have the power and authority, in its sole discretion, to grant variances in compliance with the Declaration provided, however, that such variances shall be reasonably consistent with the purpose of the Declaration and shall not materially and adversely affect existing improvements. Whenever, in the exercise of its discretion, Declarant grants a variance, each Owner of a Lot hereby acknowledges that such variance shall constitute a waiver of any conflicting provisions of the Declaration. Each Owner of a Lot appoints Declarant as its true and lawful attorney-in-fact for the limited purpose of consenting to and granting variances.

6.6 Declarant's Right to Appoint. The Declarant shall have the right to: sit on and/or appoint the ARC, to remove without cause any person serving on the ARC, and shall also have the authority to fill any vacancies on the ARC all until such time as all Class "B" membership terminates. After termination of Class "B" membership, Declarant may elect one (1) person to ARC so long as Declarant owns property in the Subdivision. Any person appointed to ARC by Declarant does not have to be a Member and shall only be removed by Declarant unless otherwise allowed under this Declaration. The ARC shall consist of not less than two (2) nor more than five (5) members. In the absence of a formally appointed committee, the officers of the Association shall constitute the ARC.

## ARTICLE VII PROPERTY OWNERS' ASSESSMENTS

7.1 Purpose. Assessments for Common Expenses provided for herein shall be used for the general purpose of promoting recreation, safety, health, value, and common benefit and enjoyment of the Owners. These general purposes include, but not limited to: maintaining Areas of Common Responsibility, Common Area, the roads (if privately maintained), and expenses of general operation of the Association in the fashion that may be specifically authorized from time to time by the Board of Directors.

7.2 Assessment Lot. For the purpose of establishing and determining Assessments for Common Expenses payable by the Members, Assessment Lots are hereby established as follows:

- (a) Each Lot with a Structure thereon shall be one Assessment Lot.
- (b) Each Lot, without a Structure, shall be one-fourth ( $\frac{1}{4}$ ) of an Assessment Lot.

7.3 Determination of Assessments for Common Expenses and Establishing a Budget. Not less than thirty (30) days prior to the beginning of each fiscal year, the Board shall adopt a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Association during the fiscal year and covering the estimated cost of operating the Association during the coming year. In determining the budget for any fiscal year, the Board may take into account expenses, Areas of Common Responsibility, Common Area, Lots, and other additional

obligations anticipated to be added during the fiscal year, if any. The budget may include a capital contribution or reserve in accordance with the current year's budget. The Board shall then establish the Assessment for Common Expenses, which shall be equal to the total amount to be assessed for Common Expenses pursuant to the budget, divided by the total number of Assessment Lots within the Subdivision. The Association shall then promptly notify all Members, in writing, of the amount, frequency, and due dates of the Assessment for Common Expenses per Assessment Lot or fraction thereof at least twenty (20) days prior to the meeting of the Board at which the budget is adopted. The budget and Assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one percent (51%) of the Association's Members or without a majority vote of the Board. In the event the Board fails to adopt a budget and Assessment as provided herein, the Assessments for the current year shall be continued in full force and effect for the succeeding year.

From time to time during the fiscal year, the Board may modify the budget for the fiscal year. When needed, the Board may amend the budget during a fiscal year and increase the amount of the Assessments by ten (10) percent without approval of the Members, if it appears that there will be insufficient income to meet the obligations of the Association. If the increase of the Assessments exceeds ten (10) percent, the Board may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessment for Common Expenses. In the event any Assessments for Common Expenses are made payable in equal periodic payments as provided in the notice, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice. Notwithstanding the foregoing, in no event shall any Assessment for Common Expenses payable by any Member be due less than ten (10) days from the date of the notification, of such Assessment.

7.4 Transfer of Ownership Fee. Upon each and every transfer or conveyance of title to a Lot after it has been improved with a dwelling for which a certificate of occupancy has been issued, a working capital contribution in the amount of \$200.00, which amount may be increased or decreased from time to time by the Board in its sole discretion, shall be collected from the new Owner at the closing of such transaction and disbursed to the Association; or if not collected at closing, shall be paid immediately upon demand to the Association.

7.5 Creation of Lien and Personal Obligation. Each Owner of any Lot by acceptance of a deed whether or not it is expressed in the deed, covenants and agrees to pay to the Association:

- (a) Assessments for Common Expenses;
  - (b) Special Assessments to be established and collected as hereinafter provided;
- and
- (c) Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration, or by contract,

express or implied, or because of any act or omission of any Owner or person for whose conduct such Owner is legally responsible, interest at the highest rate allowed by applicable law, also may be assessed by the Association against such Owner's Lot after such Owner fails to pay such indebtedness within thirty (30) days after written demand. This shall include fines levied for the actions of any Owner, or guest, invitee, or family member of such Owner.

All Assessments and costs of collection for delinquent assessments along with interest on delinquent Assessments, administrative fee for collection, and reasonable attorney fees shall be a continuing lien upon the Lot against which the Assessment is made. Each Assessment together with interest, administrative fee, and a reasonable attorney fee shall also be the personal obligation of each person who is the Owner of the Lot at the time the Assessment is levied. Each Owner shall be liable for his or her portion of each Assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors and unless otherwise provided by the Board, shall be paid in monthly installments or in one annual payment. Each Lot shall be assessed equally for annual Assessments and special Assessments.

7.6 Special Assessments. In addition to the annual Assessments for Common Expenses authorized above, the Board may levy in an assessment year, a special Assessment for unanticipated expenses not included within the budget and not reserves, as long as the Declarant is exercising its rights under the provisions hereof, not to pay assessments. Meetings for special purpose of considering special assessments shall be held only after due notice to the Owners mailed not less than thirty (30) days prior to the date of the meeting.

7.7 Liens or Assessments. All sums assessed against any Lot pursuant to this Declaration together with interest as provided herein shall be secured by a continuing lien upon such Lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Lot, and shall relate back to the recording of this Declaration and shall be superior to any homestead rights, except for liens of ad valorem taxes and mortgages held by institutionalized lenders. Persons other than recognized lending institutions acquiring interests other than first mortgages liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records shall be deemed to consent to the liens and Assessments of the Association and the subsequent liens shall be inferior to future liens for Assessments of the Association whether or not prior consent be specifically set forth in the instrument creating such liens or encumbrances.

7.8 Remedies of the Association to Enforce Assessments. Any Assessments which are not paid when due shall be delinquent. Any Assessment delinquent for a period of more than ten (10) days shall incur an administrative charge for collection in the amount the Board of Directors may determine from time to time. If the Assessment has not been paid within thirty (30) days, the Assessment liens shall commence to include interest on the principal amount at the maximum rate per annum allowed by law from the date first due and payable, plus an administrative charge or late fee as allowed by law, and costs for collection, including a reasonable attorney's fee and all costs through any appeal. In the event that the assessment remains unpaid after sixty (60) days, the

Association may commence legal action to collect the Assessments or to foreclose its lien. Each Owner by his or her acceptance of a deed to a Lot, vests in the Association or its agents the right and power to bring all actions against it personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for mortgages on real Property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all Owners.

7.9 Date of Commencement of Annual Assessments. Annual Assessments shall commence upon conveyance of the Lot to a Member, other than Declarant and Builder. The annual assessment shall be payable in the manner and on the schedule the Board of Directors may provide, and if not stated in the budget, shall be on the first of the month, and begin to accrue late fees and interest if not paid within fifteen (15) days after the due date.

Notwithstanding anything herein to the contrary, as long as Class B Membership exists, Declarant and/or Builder may elect not to pay the Assessments. If Declarant and/or Builder elect not to pay the Assessments, Declarant and/or Builder shall pay the deficit of the Association, if any, which is the difference of the actual operating expenses of the Association (but specifically not including an allocation of capital reserves) and the sum of annual, special, and specific assessments collected by the Association in any fiscal year ("Deficit Fund"). In the event Declarant and Builder both elect to Deficit Fund, Declarant and Builder shall divide the Deficit Fund on a proportional basis that is based on the number of Lots each one owns. Upon termination of Class B Membership or in the event Declarant or Builder voluntarily terminate this right to Deficit Fund, Declarant and/or Builder shall be obligated to pay Assessments in accordance with this Declaration.

7.10 Exempt Property. The Assessments, charges and liens created under this Article shall not apply to the Common Area nor shall the Assessments apply to land or easements dedicated to and accepted by local public authority or any land used by a utility company.

## ARTICLE VIII GENERAL PROVISIONS

8.1 Run with the Land. This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date it is recorded after which time it shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by two -thirds of the Owners of the Lots agree to change the covenants in whole or in part and is recorded.

8.2 Amendments. The covenants and restrictions of this Declaration may be amended by an instrument signed by the Board of Directors of the Association with an attached certification that the amendments have been approved by the required voting percentage at a properly noticed meeting of the Association where the required quorum was present in person or by proxy or with an attached joinder signed by Owners, Declarant, and/or Builder with the required voting interest to approve such amendment.

This Declaration may be amended by a majority vote of those eligible to vote at a properly noticed meeting where a quorum is present. A quorum shall be twenty percent (20%) of the total voting interest of the Association. An Owner must be current on all its Assessments and financial accounting to be eligible to vote.

The Declarant retains the right to amend the Declaration until the sale of the last Lot to comply with any governmental requirement or request, or to correct errors, or any requirement by an institutional lender which commits to make mortgage loans for homes in the Subdivision, without the consent of the Ownership, during the period of time before control of the Association is required to be turned over to the Ownership. Such amendment by the Declarant shall not prejudice the Ownership or diminish the property rights of Owners, nor shall they transfer any of the Declarant's obligations to the Association or to the Owners. Until such time as the last Lot which the Declarant holds for sale in the ordinary course of business is conveyed by the Declarant, it specifically reserves for itself, its successors and assigns the absolute and unconditional right to amend, alter, modify, change, revoke, rescind, or cancel any or all of the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration; provided, however, that no such amendment, alteration, modification, revocation, rescission, or cancellation shall prejudice or otherwise impair the security, rights and priorities of any mortgagee of record as to any of the Lots. All or any portion of the Property may be removed from the lien and operation of this Declaration by an amendment executed by the Declarant for such purposes, provided there are no conveyances of Lots or residential units constructed upon the Property being removed from the lien and operation of this Declaration. Notwithstanding any other provision in this Declaration, the Articles or Bylaws to the contrary, the Board shall have the power to unilaterally amend this Declaration to bring any provisions herein into compliance with any governmental or quasi-governmental statute, rule, regulation, or requirement, or judicial ruling. To the extent legally required, each Owner shall be deemed to have granted to the Association an irrevocable power of attorney, coupled with an interest, for this purpose.

8.3 Indemnification. The Association shall indemnify and hold harmless every Officer, Director and Owner on the ARC and all other committee members, as well as Declarant (collectively, the "ARC and Committee Members"), against any and all expenses, including reasonable attorneys' fees, incurred by or imposed upon any ARC and Committee Members in connection with any action, suit or other proceeding (including settlement of any suit or other proceeding if approved by the Board of Directors) to which he/she may be made a party by reason of being or having been an ARC and Committee Members, at the time such expenses are incurred, unless liability is determined to be the result of his/her own individual willful misconduct, gross negligence or nonfeasance. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which ARC and Committee Members, or former ARC and Committee Members, may be entitled. The Association may as a common expense, maintain adequate general liability and Officers' and Directors' liability insurance to fund this obligation.

8.4 Eminent Domain. In the event of a threatened taking of a Common Area, the Association shall have a power to take all action with respect to such taking. The Board may act

in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of taking of less than all the Common Area, the rules as to restoration, replacement of any Common Area and the improvement thereon shall apply as in the case of destruction of improvements upon the Common Area.

8.5 Insurance. The Association shall obtain, to the extent reasonably available and at a reasonable cost, insurance it deems necessary which may include, but not limited to, the following policies of insurance:

(a) fire and extended coverage insurance on all improvements upon the Common Area and Areas of Common Responsibility in the amount of 100% of the full insurance replacement cost value of the improvements, or as determined by the Board;

(b) general comprehensive public liability insurance against liability to and claims of the public, an Owner of the Association and any other person with respect to liability occurring upon the Common Area or the Areas of Common Responsibility based upon or arising out of the Association's Ownership or use of the Common Area or Areas of Common Responsibility. The minimum combined single limits of liability shall not be less than \$1,000,000 per occurrence and \$1,000,000 aggregate. The liability insurance shall name, as separately protected insured, the Declarant, the Association, the Board, the ARC (if economically feasible) and their respective Owners, employees, officers, agents and representatives.

The Association shall furnish the insurance contemplated and any judgment by the Association as to the amount and type of insurance shall be reasonable and shall be made after due deliberation in good faith and based on institutionalized lender's loan guidelines.

8.6 Contracts with Declarant or Third Parties. The Association and Declarant are authorized to enter into mutual contracts for any services the Declarant is capable of providing to the Association. The contract shall be an arm's length transaction subject to such terms and conditions as the parties may agree. Any third-party contract must be capable of being terminated with thirty (30) days' notice. Agreements with any Association management company shall clearly state any estoppel fees due to the management company for a change of title of a Lot.

8.7 Headings. It is further declared that the headings or titles inserted in the Declaration and any subsequent amendments are inserted solely for the convenience of reference and shall not constitute a part of this agreement nor shall they affect its meaning, construction or effect.

8.8 Traffic. Traffic in any of the streets and roads or ways in the Subdivision shall be subject to the provisions of the laws of the State of Alabama concerning operation of motor vehicles on public streets. The traffic laws shall operate as restrictive covenants and shall be enforceable by the powers of the Association, as well as applicable law enforcement agencies, including the right to collect reasonable fines for violation thereof. Reasonable speed limits may

be designated by the Board of Directors of the Association and shall be posted in the Subdivision. Only drivers licensed to operate or recognized by the State of Alabama may operate any type of motor vehicle or golf cart (as permitted by applicable law) on the streets of the Subdivision. The Association is empowered to pass, administer and enforce reasonable rules and regulations for control of traffic and safety. Automobiles and trucks with noisy exhaust systems or excessive emissions shall not be operated in the Subdivision. There shall be no racing whatsoever on the streets. All vehicles parked or driven in the Subdivision shall have a current registration tag on the vehicle. Neither go-carts, motorized scooters nor three (3) and four (4) wheel all terrain vehicles shall be operated within the Subdivision. All vehicles of every kind and nature which are allowed on the streets of the Subdivision, shall be operated in a careful and quiet manner, and with consideration for all Owners of the Community, and in a manner to be expected from a reasonable, prudent person. Vehicles may only be operated in areas designated by the Association for vehicle operation.

WHERE PERMITTED BY LOCAL LAW ENFORCEMENT AGENCIES NAD MUNICIPAL GOVERNMENT, THE DECLARANT MAY ELECT TO INSTALL ENTRY/EXIT GATES OR SUCH OTHER TRAFFIC CONTROL DEVICES UPON THE STREETS AS IT MAY, IN ITS SOLE DISCRETION, DETERMINE TO BE IN THE BEST INTERESTS OF THE ASSOCIATION AND ITS MEMBERS. THE ASSOCIATION SHALL PAY FOR THE COST OF MAINTENANCE AND REPAIR OF SUCH DEVICES AS PART OF ITS BUDGET PROCESS, AND SUCH DEVICES SHALL NOT BE AN INTERFERENCE WITH ANY EASEMENT HEREUNDER.

8.9 Perpetual Easement. Notwithstanding any provisions of this Declaration or any amendments thereto, no easements in the Common Area or Areas of Common Responsibility for ingress and egress may be terminated, said easements being intended to be perpetual; this will apply regardless of the termination of the restrictive covenants contained in this Declaration and regardless of the termination of the Declaration itself. Furthermore, notwithstanding the termination of this Declaration, the Association's power to make Assessments and its duties to maintain the Common Area and Areas of Common Responsibility shall survive the termination of this Declaration unless the instrument of termination specifically provides otherwise.

8.10 Supplemental Declarations and Additions to Existing Property. Declarant, in its sole and absolute discretion, may file such Supplemental Declarations as it deems appropriate from time to time, and the same will be amended from time to time as additional phases of the Subdivision are developed, without the necessity of any joinder by the Association or by any Owners in the Subdivision; there is reserved in the Declarant the unrestricted right to grant easements in all roads and Common Area throughout the Property to all Owners of Lots in the Subdivision (including phases to be developed by use of a Supplemental Declaration). The right of the Declarant to extend all of the benefits of easements, as development proceeds in phases, to all Owners of Lots in the Subdivision, over roads and over other Common Area throughout the existing properties and future additions thereto is absolute and may be exercised at any time and from time to time without the joinder and without the consent of the Association or of any Owner or mortgagee whomsoever. It is likewise intended that notwithstanding the provisions of Section

2.2 (e) or of any other provision of the Declaration, neither the Association's consent nor that of its Owners shall be necessary for Declarant to grant utility easements to public utility companies and to governmental units, so long as the easements are over Common Area, Areas of Common Responsibility or over portions of Lots then owned by the Declarant.

As additional phases are developed, they shall be additional properties within the jurisdiction of the Association entitled to the easements granted herein and subject to the restrictions and assessments set out herein. The additions shall be made by filing of record – one or more Supplemental Declarations with respect to the properties to be subject to this Declaration. A new supplementary filing shall extend the jurisdiction of the Association and the undivided interest in the Common Area and Areas of Common Responsibility to the additional property owners and thereby shall subject the additional property to Common Area easements and Assessments for its just share of the Association's expenses. Each supplemental declaration may contain complementary additions and modifications of this Declaration to reflect the different character, if any, of the added properties; provided, however, that such supplemental declaration shall not revoke or otherwise amend this Declaration as it applies to the existing Property.

8.11 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

8.12 Declarant and Builder's Rights. The provisions of this Declaration shall not be applicable to prevent or hinder the activities of Declarant or Builder in developing, marketing, and operating the Community. Additionally, and notwithstanding any other provision of this Declaration, Declarant and its designees or Builder may employ such methods of marketing including signage, parking facilities for models, and operation of sales and construction offices, as deemed appropriate in Declarant's or Builder's sole discretion, and for ingress and egress over the Common Area for this purpose.

8.13. Declarant and Builder Reservation. Any provision of this Declaration to the contrary notwithstanding, until Declarant or Builder has completed all of the contemplated improvements and the Lots have been sold to Third Party Purchasers, neither the Owners nor the Association shall interfere with, or allow the interference with, the completion of Declarant's or Builder's planned improvements and the sale of the Lots. Declarant and Builder may make such lawful use of the unsold Lots and the Common Areas, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant or Builder from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant or Builder from any of the following rights:

- (a) Doing on any property or Lot owned or controlled by it, whatever it determines to be necessary, convenient or advisable in connection with the

completion of the development of the Property or construction of residential dwellings, including without limitation, the alteration of its construction plans and designs as Declarant or Builder deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant or Builder at any time and from time to time, without notice); or

- (b) Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant or Builder, such structures as may be reasonably necessary for the conduct of its business of completing said development and establishing the Property as a community, constructing residential dwellings and disposing of the same by sale, lease or otherwise; or
- (c) Conducting on any property or Lot owned or controlled by Declarant or Builder, its business of developing, subdividing, grading and constructing improvements on the Property and of disposing of Lots therein by sale, lease or otherwise; or
- (d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Development or the Property; or
- (e) Maintaining such sign or signs on any property or Lot owned or controlled by Declarant or Builder as may be necessary or desired in connection with the operation of any Lots owned by Declarant or Builder or the sale, lease, marketing or operation of the Lots; or
- (f) Recording Supplemental Declarations that modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant by the local government or any other Governing Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or
- (g) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Areas or utilizing all or portions of the Common Areas for construction access or staging (provided that same does not impair existing platted access (as shown on any recorded Plats) or utility services to the Lots); or
- (h) Causing utilities to be available to all portions of the Property, including, but not limited to, the reserving or granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

8.14 Covenants Running with the Land. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY (AND SUBJECT TO THE LIMITATIONS) OF OTHER APPLICABLE SECTIONS HEREOF, IT IS THE INTENTION OF ALL PARTIES AFFECTED HEREBY AND THEIR RESPECTIVE HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS THAT THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND WITH TITLE TO THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF ANY OTHER SECTION HEREOF, IF ANY PROVISION OR APPLICATION OF THIS DECLARATION WOULD PREVENT THIS DECLARATION FROM RUNNING WITH THE LAND AS AFORESAID, SUCH PROVISION AND/OR APPLICATION SHALL BE JUDICIALLY MODIFIED, IF AT ALL POSSIBLE, TO COME AS CLOSE AS POSSIBLE TO THE INTENT OF SUCH PROVISION OR APPLICATION AND THEN BE ENFORCED IN A MANNER WHICH WILL ALLOW THESE COVENANTS AND RESTRICTIONS TO SO RUN WITH THE LAND; BUT IF SUCH PROVISION AND/OR APPLICATION CANNOT BE SO MODIFIED, SUCH PROVISION AND/OR APPLICATION SHALL BE UNENFORCEABLE AND CONSIDERED NULL AND VOID IN ORDER THAT THE PARAMOUNT GOAL OF THE PARTIES AFFECTED HEREBY (THAT THESE COVENANTS AND RESTRICTIONS RUN WITH THE LAND AS AFORESAID) BE ACHIEVED.

8.15 Notices and Disclaimers as to Water Bodies, Preserves, Golf Courses and Sinkholes. NEITHER DECLARANT, BUILDER, NOR THE ASSOCIATION NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY THE "INDEMNIFIED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO, OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES, SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE INDEMNIFIED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. REGARDLESS OF ANY PERCEPTION OR VERBAL COMMUNICATION PURPORTING TO REPRESENT THAT ADJACENT LAND MAY NOT BE DEVELOPED, DECLARANT, BUILDER, AND THE ASSOCIATION DISCLAIM ANY SUCH PERCEPTION OR COMMUNICATION.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN THE COMMUNITY AND MAY POSE A THREAT TO THE PERSONS, PETS AND PROPERTY. THE INDEMNIFIED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO

NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, SINKHOLES MAY OCCUR IN THE COMMUNITY AND LOTS THEREIN. INDEMNIFIED PARTIES SAHLL NOT BE LIABLE OR RESPONSIBLE FOR DAMAGES CAUSED BY ANY SINKHOLE.

ALL PERSONS ARE HEREBY NOTIFIED THAT, FROM TIME TO TIME, GOLF BALLS MAY CAUSE DAMAGE TO LOT OWNERS' DWELLING AND/OR PERSONAL PROPERTY. INDEMNIFIED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE FOR DAMAGES CAUSED BY GOLF BALLS.

8.16 Attorney's Fees. In the event of any dispute arising out of the terms of this Declaration, whether or not a lawsuit, arbitration, or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs (including those incurred in any related appeals, post judgement collection proceedings, or bankruptcy proceedings), including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of the recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

8.17 Severability Clause. If any provision of this Declaration is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Declaration will not be affected or impaired.

8.18 Waiver of Jury Trial. The Association and all Owners agree to waive trial by jury in respect of any dispute and any action on dispute. This waiver is knowingly, willingly, and voluntarily made by both parties, and both parties hereby represent that no representations of fact or opinion have been made by any person or entity to induce this waiver of trial by jury or to in any way modify or nullify its effect. This provision is a material inducement for the parties entering into this Declaration.

8.18 Conflicts. If there is any conflict between this Declaration, Bylaws, and/or Articles of Incorporation for the Association, this Declaration shall govern.

8.19 Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE

PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

8.20 Notice of Transfer of Montevallo Water and Sewer Board Low Pressure Sewer Usage Agreement. The City of Montevallo Sewer Board requires all lot owners to execute and enter a Montevallo Water and Sewer Board Low Pressure Usage Agreement ("the Sewer Agreement"), in similar form or nature as attached hereto as Exhibit E, for purposes of establishing service to a Lot. Failure to complete and enter the Sewer Agreement is grounds for disconnection or refusal of service by the Montevallo Water and Sewer Board.

**ALL LOT OWNERS ARE HEREBY NOTIFIED:** THE CITY OF MONTEVALLO SEWER BOARD REQUIRES, UPON LEASE, SALE AND/ OR TRANSFER OF A LOT, THE NEW LOT OWNER MUST ENTER THE SEWER AGREEMENT FOR PURPOSES OF CONSENTING TO CONNECTION OF THE LOW PRESSURE SEWER MAIN AND WILL ACCEPT RESPONSIBILITY FOR THE CONNECTION, INSTALLATION, MAINTENANCE, AND OWNERSHIP OF THE SEWERAGE SYSTEM AND PUMPING FACILITY FROM THE CONNECTION AT THE ORIGIN IN THE BUILDING TO THE CONNECTION AT THE MANHOLE OR LOW PRESSURE CUT OFF. BY ENTERING SAID SEWER AGREEMENT, THE LOT OWNER SHALL BE BOUND BY THE TERMS AND CONDITIONS THEREIN THE SEWER AGREEMENT.

**ALL LOT OWNERS ARE HEREBY NOTIFIED:** THE SEWER AGREEMENT STIPULATES THE LOT OWNER SHALL NOT LEASE, TRANSFER, SELL, OR OTHERWISE PART WITH POSSESSION OF THE PROPERTY WITHOUT FIRST GIVING NOTICE IN WRITING TO THE PERSON OR PERSONS (THE "NEW OCCUPANT") TO WHOM THE PROPERTY IS BEING TRANSFERRED OR SOLD OR POSSESSION IS BEING GIVEN, OF THE EXISTENCE OF THE SEWER AGREEMENT AND SAID AGREEMENT MUST BE TRANSFERRED TO THE NEW LOT OWNER/ OWNERS IF THE PROPERTY IS SOLD OR TRANSFERRED.

**ALL LOT OWNERS ARE HEREBY NOTIFIED:** ALL LOT OWNERS MUST GIVE WRITTEN NOTICE TO THE MONTEVALLO SEWER BOARD OF ANY LEASE, SALE OR TRANSFER OF THE LOT.

8.21 Developer's or Builder's Right to Annex or Merge. Developer or Builder hereby reserves the unilateral right, privilege, and option, exercisable at any time during the Development Period or for so long as Developer or Builder owns any portion of the Property, to annex or merge this Association and its Properties with the Colonial Oaks, Phase 1 - 6 ("Original Association") and subject this Association to the Original Association's Declaration of Covenants, Conditions and

Restrictions, as amended from time to time. Such right may be exercised by Developer or Builder without consent of the Association, its Members, any mortgagees, or other parties. Upon exercise of this right, all Properties and Members of this Association shall automatically become subject to and members of the Original Association, with all Common Areas, assessments, and enforcement rights transferring accordingly. Developer or Builder shall provide written notice to Members within thirty (30) days of recording any instrument effectuating such action.

## **ARTICLE IX DISCLAIMER OF LIABILITY OF ASSOCIATION**

9.1 Disclaimer of Liability. Notwithstanding anything contained herein or in the Association Documents, neither the Association, Builder, nor the Declarant nor any officer or employee (collectively, the "Indemnified Parties") thereof shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Subdivision including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Alabama, the County and /or any other jurisdiction or the preventions of illegal activity;

(c) any provisions of the Association Documents setting forth the uses of Assessments which are related to health, safety, security and/or welfare shall be interpreted and applied only as limitations of the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety, security or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of Owner's acceptance of title to their Lot) and each other person or entity having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article IX and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Indemnified Parties arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article IX.

The Common Area and easements contain wetlands, roads and water areas which may present hazards to persons and which may contain wildlife and other organisms of danger to children and other persons. All Owners, on behalf of themselves, their families, guests, and invitees, hereby agree that the Indemnified Parties shall have no liability for any activities undertaken by any person on Association lands or Common Area and easements which result in

injury from such natural elements. All Owners, families, invitees and guests agree that any person using such lands does so at his own risk. All Owners shall undertake to warn others of such hazards when appropriate.

As used in Article IX, "Association" shall include within its meaning all of the Association's Directors, Officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article IX shall also inure to the benefit of the Declarant and Builder, which shall be fully protected hereby.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the first party has caused these presents to be duly executed in its name and by its Manger, on the 23<sup>rd</sup> day of FEBRUARY, 2025.

Executed and declared in the presence of:

**DECLARANT:**  
**GARDEN STREET COMMUNITIES SOUTHEAST, LLC**, a Florida limited liability company f/k/a Esplanade Communities of Florida, LLC

[Signature]  
 Print Name: CHAD MONTGOMERY

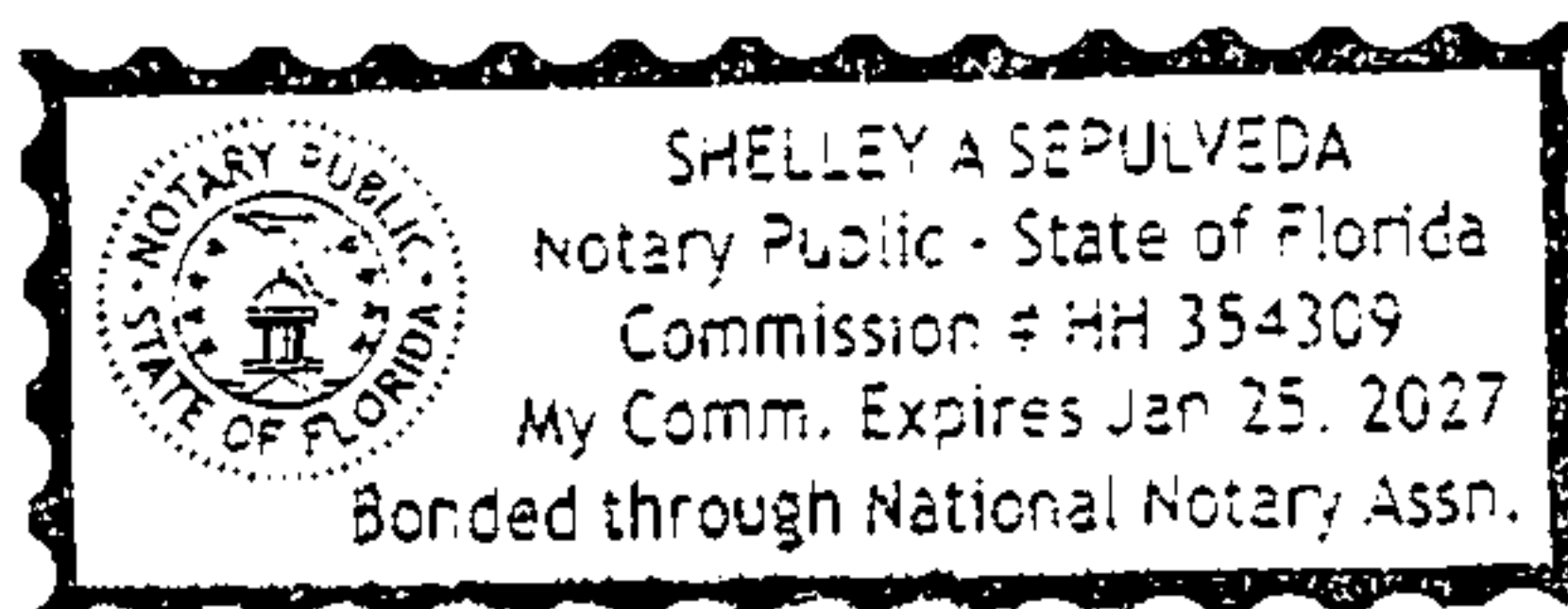
[Signature]  
 Print Name: Lauren Pardo

[Signature]  
 By: William Bryan Adams  
 Its: Manager

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

I HEREBY CERTIFY that on this 21 day of FEBRUARY, 2025, an officer duly qualified to take acknowledgments, personally appeared William Bryan Adams, MANAGER of GARDEN STREET COMMUNITIES SOUTHEAST, LLC, a FL LIMITED LIABILITY CO, who is personally known to me and who did not take an oath.

[Signature]  
 Notary Public  
 My commission expires: 1-25-27



**Exhibits:**

- A – Legal Description
- B – Certificate of Formation
- C – Bylaws
- D – Final Plat
- E – Lower Pressure Sewage Usage Agreement

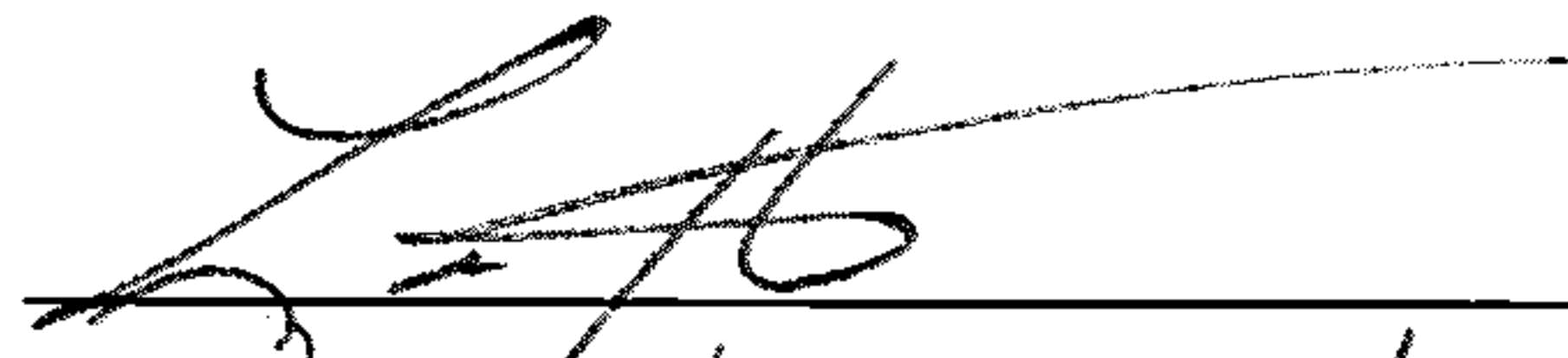
**JOINDER  
OF  
COLONIAL OAKS OF SHELBY COUNTY  
HOMEOWNERS ASSOCIATION, INC.**

**COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**, an Alabama non-profit corporation ("HOA"), hereby consents to and joins in this Declaration of Covenants, Conditions, Restrictions, Easements, and Assessments for **COLONIAL OAKS – PHASE 7** (the "Declaration") for the purposes of declaring and agreeing that the Property described in the Plat(s) of **COLONIAL OAKS – PHASE 7**, recorded in the Public Records of Shelby County, Alabama, shall remain subject to all the terms, conditions, covenants and restrictions set forth in the Declaration.

This joinder shall be binding upon the parties hereto and their respective successors and assigns.

Signed, Sealed and Delivered

In our presence as witnesses:

  
Print Name: Leslie Holcomb

Tabatha Varden

Print Name: Tabatha Varden

**COLONIAL OAKS OF SHELBY  
COUNTY HOMEOWNERS  
ASSOCIATION, INC.**, an Alabama  
non-profit corporation

BY: 

Print Name: Andy Haynie

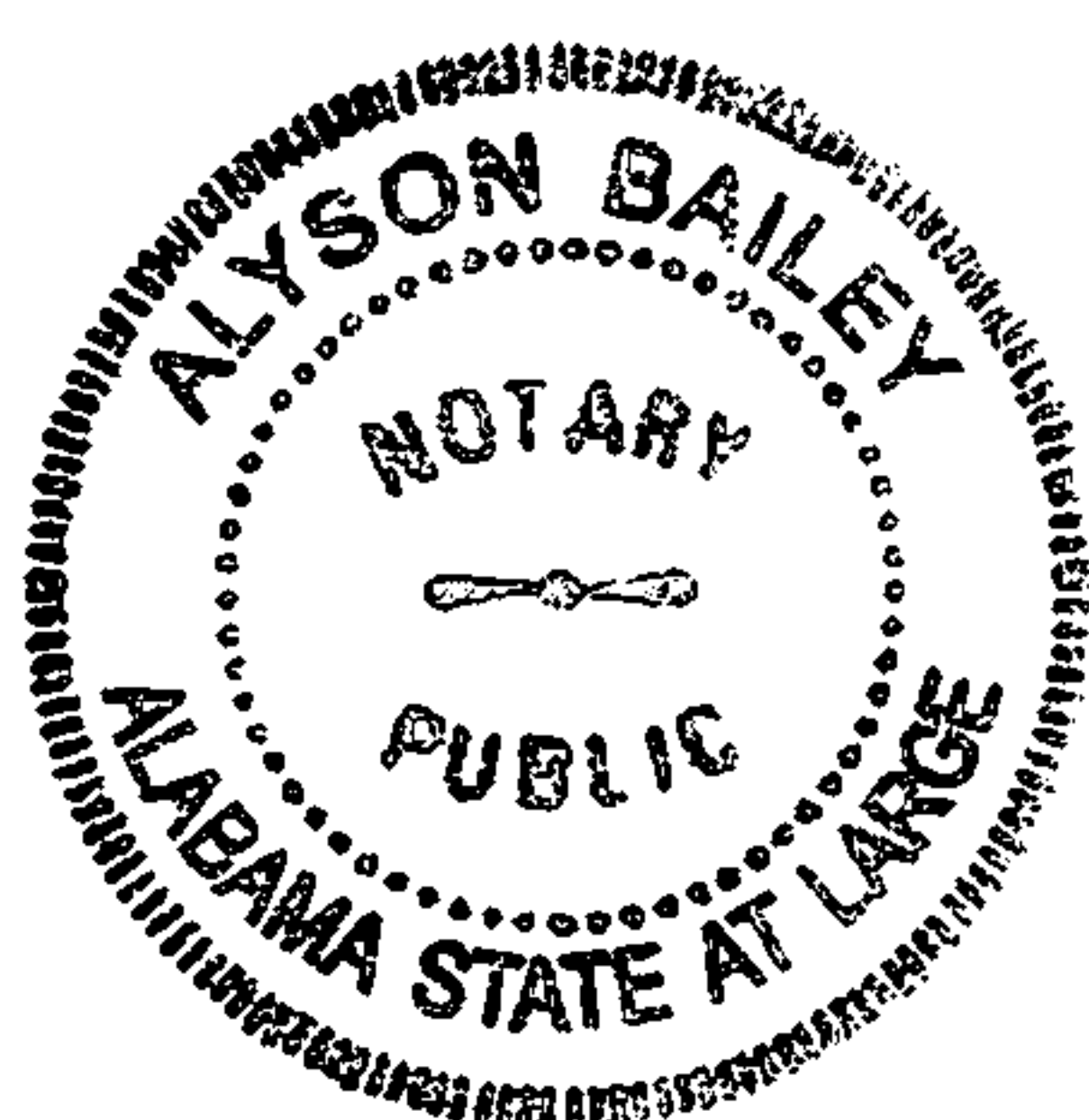
Title: President

Date: 2/26/25

**STATE OF ALABAMA**  
**COUNTY OF** Shelby

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of February, 2025 by Andy Haynie as President of **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**, an Alabama non-profit corporation, who ☐ is personally known to me or ☐ has provided Drivers License as identification.

Poor Quality



  
Notary Public

My commission expires: MY COMMISSION EXPIRES DECEMBER 27, 2027

**EXHIBIT A**  
**Legal Description**

**THE LEGAL DESCRIPTION FOR COLONIAL OAKS SUBDIVISION ACCORDING TO PLAT OF COLONIAL OAK, PHASE 7, RECORDED IN MAP BOOK 61, PAGES 2A & 2B, INSTRUMENT NUMBER 20250117000018070, OF THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

EXHIBIT<sup>4</sup> B<sup>11</sup>

**CERTIFICATE OF FORMATION  
OF  
COLONIAL OAKS OF SHELBY COUNTY  
HOMEOWNERS ASSOCIATION, INC.**

Alabama  
Sec. Of State  
New Entity  
001-005-022 DHA  
Date 2/25/2022  
Time 10:33  
220225 6 PM  
Shelby County  
File \$100.00  
County \$100.00  
Total \$200.00  
04/003

In compliance with the requirement of Title 10A of the Alabama Code, the undersigned have this day voluntarily associated themselves together for the purpose of forming a nonprofit corporation and do hereby certify:

**ARTICLE I  
DEFINITIONS**

Section 1.1 For ease of reference, this Certificate of Formation shall be referred to as the "Certificate". The terms used in this Certificate shall have the same definition and meaning as those set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, and Assessments for COLONIAL OAKS (hereinafter the "Declaration"), to be recorded in the Public Records of Shelby County, Alabama, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE II  
NAME**

Section 2.1 The name of this corporation is **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.** (hereinafter the "Corporation").

**ARTICLE III  
PRINCIPLE OFFICE**

Section 3.1 The principal office is located at: 266 Yeager Pkwy., Ste. A  
Pelham, Alabama 35124

**ARTICLE IV  
REGISTERED AGENT**

Section 4.1 The individual who is hereby appointed as the initial Registered Agent of this Corporation is:

Name: Andy Haynie

Address: 266 Yeager Pkwy., Ste. A, Pelham, Alabama 35124

**ARTICLE V  
INCORPORATOR**

Section 5.1 The Incorporator of the Corporation is:

Name: Andy Haynie

Address: 266 Yeager Pkwy., Ste. A, Pelham, Alabama 35124

Shelby:

## ARTICLE VI PURPOSE AND POWERS OF THE ASSOCIATION

6.1 This Corporation does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the residence Lots and Common Areas within that certain tract of Property described in the Declaration. In addition, it is the Corporation's purpose to promote the health, safety, and welfare of the residents within the above-described Property and any additions thereto as may hereafter be brought within the jurisdiction of this Corporation for this purpose to:

- a. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; and
- b. Sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person; and
- c. Fix, levy, collect and enforce payment by any lawful means, all charges or Assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes, or governmental charges levied or imposed against the property of the Corporation; and
- d. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation; and
- e. Borrow money and, with the assent of a majority, vote at a meeting where a quorum is present, in person or by proxy; and
- f. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by fifty percent (50%) of each class of Members, agreeing to such dedication, sale or transfer; and
- g. Participate in mergers and consolidations with other nonprofit corporations, organized for the same purposes, or annex additional residential property and Common Area, provided such merger, consolidation or annexation shall have the assent of fifty percent (50%) of each class of Members; and
- h. Maintain, repair, replace, operate and manage the above-described Property and any improvements therein, including the right to reconstruct improvements owned

by the Corporation after casualty and to make further improvements of the Property or to purchase additional Property and improvements; and

- i. Enter into contracts for management, insurance coverage, and maintenance and delegate all of the powers and duties of the Corporation except those the delegation of which may be required by the Declaration to have approval of the Board of Directors or Membership of the Corporation; and
- j. Enforce the provisions of the proposed Declaration, this Certificate, the Bylaws, which may be hereafter adopted, and the rules and regulations governing the use of the Property and the improvements thereon as same may be hereafter established; and
- k. Exercise, undertake, and accomplish all of the rights, duties and obligations that may be granted to or imposed upon the Corporation pursuant to the Declaration; and
- l. Have and exercise any and all powers, rights, and privileges that a corporation organized under Title 10A of the Alabama Code regarding nonprofit corporations may now or hereafter have, or exercise together with all other powers reasonably necessary to effectuate the purpose of the Corporation as set out herein.

6.2 The Corporation is organized and shall be operated exclusively for the purposes set forth above. The activities of the Corporation will be financed by Assessments against Members as provided in the Declaration and no part of any net earnings of the Corporation will inure to the benefit of any Member.

## ARTICLE VII MEMBERSHIP

7.1 The Declarant, to the extent provided in the Declaration, and every person or entity who is a record Owner of a fee or undivided fee interest in any residential Lot, which is subject by the Declaration to Assessment by the Corporation, shall be a Member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit, which is subject to Assessment by the Corporation.

## ARTICLE VIII ELECTION OR APPOINTMENT OF DIRECTORS

8.1 The manner in which Directors are elected or appointed is set forth in the Bylaws.

**RECEIVED DATE**

**FEB 25 2022**

Page 3 of 5

**SECRETARY OF STATE  
OF ALABAMA**

## **ARTICLE IX INITIAL OFFICES AND/OR DIRECTORS**

9.1 The affairs of this Corporation shall be managed by a Board of three (3) directors who need not be Members of the Corporation. The number of directors may be changed by amendment of the Bylaws of the Corporation. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Andy Haynie - President	266 Yeager Pkwy., Ste. A, Pelham, Alabama 35124
Shannon Moore - Secretary	266 Yeager Pkwy., Ste. A, Pelham, Alabama 35124
Leslie Holsombeck - Treasurer	266 Yeager Pkwy., Ste. A, Pelham, Alabama 35124

9.2 The Officers of this Corporation shall be a president, a secretary, and a treasurer, and such other Officers as the Board may from time to time by resolution create.

## **ARTICLE X BYLAWS**

10.1 The Bylaws of the Corporation shall be adopted by a vote of a majority of the Members of the Board. The Bylaws may be amended or altered at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy, in the manner and subject to any other condition set forth in the Bylaws.

## **ARTICLE XI DISSOLUTION**

11.1 The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of Members as set forth in the Declaration. Upon dissolution of the Corporation other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to court approval on dissolution pursuant to Alabama Code, Title 10A.

## **ARTICLE XII EXISTENCE**

12.1 The Corporation shall exist perpetually.

## **ARTICLE XIII AMENDMENTS**

13.1 Amendment of this Certification of Formation shall require the assent of seventy-five percent (75%) of the entire Membership.

IN WITNESS WHEREOF, for the purposes of forming this Corporation under the laws of the State of Alabama, the undersigned, constituting the Incorporator of this Corporation, has executed this Certificate of Formation, this 17<sup>th</sup> day of February, 2022.

Print Name: Andy Haynie

Title: Incorporator

Date: 2/17/22

### OATH OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL CODES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATION OF MY POSITION AS REGISTERED AGENT.

Print Name: Andy Haynie

Title: Registered Agent

Date: 2/17/22

STATE OF ALABAMA  
COUNTY OF SHELBY

I HEREBY CERTIFY that on this day, before me a notary public duly authorized in the State and County above named to take acknowledgments, personally appeared **Andy Haynie** to me well known to be the person described in and who executed the foregoing Certificate of Formation, and he acknowledged before me that he subscribed to this Certificate of Formation.

Witness my hand and seal in the County and State aforesaid this 17<sup>th</sup> day of February, 2022.

Megan Breazale  
Notary Public MY COMMISSION EXPIRES AUGUST 3, 2025

Alabama  
Sec. Of State  
New Entity  
001-005-022 DHA  
Date 2/25/2022  
Time 10:33  
220225 6 Pg  
Shelby County  
File \$100.00  
County \$100.00  
Total \$200.00  
04/003

JOHN H. MERRILL  
SECRETARY OF STATE

ALABAMA STATE CAPITOL  
MONTGOMERY, AL 36130

# STATE OF ALABAMA

I, John H. Merrill, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, *Code of Alabama 1975*, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS  
ASSOCIATION, INC**

This name reservation is for the exclusive use of GARDEN STREET COMMUNITIES SOUTHEAST, LLC, 3000 GULF BREEZE PARKWAY, GULF BREEZE, FL 32563 for a period of one year beginning February 25, 2022 and expiring February 25, 2023.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

\_\_\_\_\_  
Date February 25, 2022

\_\_\_\_\_  
John H. Merrill Secretary of State

RES005693

**EXHIBIT "C"**

**BYLAWS  
OF  
COLONIAL OAKS OF SHELBY COUNTY  
HOMEOWNERS ASSOCIATION, INC.  
AN ALABAMA NONPROFIT CORPORATION**

**ARTICLE I  
NAME**

Section 1.1 The name of the corporation is **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation (hereinafter referred to as the "Association").

**ARTICLE II  
DEFINITIONS**

Section 2.1 For ease of reference, these Bylaws shall be referred to as the "Bylaws". The terms used in these Bylaws shall have the same definition as those set forth in the Declaration of Covenants, Conditions, Restrictions, Easements, and Assessments for **COLONIAL OAKS** (the "Declaration"), to be recorded in the Public Records of Shelby County, Alabama, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE III  
MEETING OF MEMBERS**

Section 3.1 Annual Meetings. The annual meeting of the Members shall be held on a date, time and at a place to be determined by the Board with due and proper notice thereof as provided in Section 3.3 hereof.

Section 3.2 Special Meeting. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of a majority of the Members of each class.

Section 3.3 Notice of Meetings. Notices of all Board meetings must be posted in a conspicuous place in the community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place, written notice of each meeting of Members shall be given, by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Member entitled to vote thereat, addressed to the Members' addresses last appearing on the books of the Association, or supplied by such Member to the Association for the purposes of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, and the purpose of the meeting.

Section 3.4 Quorum. The presence at the meeting of Members of each class entitled to cast votes, or of proxies entitled to cast votes, equal to twenty percent (20%) of each class, shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at the meeting, the Members of each class entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

**Section 3.5 Proxies.** At all meetings of Members of each class, each Member of each class may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

**Section 3.6 Vote Required.** At every meeting of the Members, the Owner(s) of each Lot, either in person or by proxy, shall have the right to cast the number of votes to which he or she is entitled as set forth in the Declaration. The vote of the majority of the votes cast by those present of each class, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of the Declaration, the Certificate of Formation, or these Bylaws, a different vote is required, in which case such express provisions shall govern and control.

**Section 3.7 Order of Business.** The order of business at all annual or special meetings of the Members of each class shall be as follows:

- A. Roll Call
- B. Proof of Notice of meeting or waiver of notice
- C. Reading of minutes of previous meeting
- D. Reports of Officers
- E. Reports of committees
- F. Election of Officers or directors (if election to be held)
- G. Unfinished business
- H. New business
- I. Adjournment

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS: SELECTION - TERM OF OFFICE**

**Section 4.1 Number.** The affairs of this Association shall be managed and governed by a Board of Directors composed of not less than three (3) members. The first Board of Directors shall have three (3) members.

**Section 4.2 Classes.** Each director will be appointed or elected to one (1) of three (3) classes: Class 1, Class 2, or Class 3. Directors will be elected by class to provide for staggered terms. This Section 4.2 shall not apply to Article IV, Section 4.7

**Section 4.3 Term of Office.** Each member of the Board shall serve for a term of two (2) years until the next annual meeting, or until such time as his or her successor is chosen. The eligibility of a member to be elected for more than one (1) term shall not be abridged, excluding the initial terms as explained as follows: the initial term for Class 1 director will be for one (1) year, the initial term for the Class 2 director will be for two (2) years, and the initial term for the Class 3 director will be for three (3) years.

**Section 4.4 Removal.** Any director may be removed from the Board with or without cause, by a majority of each class of the Members of the Association entitled to vote. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and he or she shall serve for the unexpired term of his or her predecessor. This Section 4.4 shall not apply to Board of Directors appointed by Declarant. Only Declarant shall have the right to remove a Board of Director appointed by Declarant.

Section 4.5 Compensation. No director shall receive compensation for any service she or he may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in performance of his or her duties.

Section 4.6 Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 4.7 The First Board of Directors. The first Board of Directors shall consist of three (3) persons who shall be appointed by the Declarant and who, subject to the provisions set forth hereinabove with regard to resignation and death, shall be the sole voting members of the Board of Directors and shall hold office until the termination of Class "B" Membership as set forth in the Declaration.

## **ARTICLE V ELECTION OF DIRECTORS**

Section 5.1 Elections to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each such vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving a majority of the votes cast for that office shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI MEETING OF DIRECTORS**

Section 6.1 Regular Meetings. Regular meetings of the Board of Directors shall be held annually, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3)-days' notice to each director.

Section 6.3 Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 7.1 Powers. The Board of Directors shall have the power to:

A. Adopt and publish rules and regulations governing the use of the Common Area and Areas of Common Responsibility as well as the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof;

B. Suspend the voting rights and right to use of the Common Area or Areas of Common Responsibility by a Member during any period in which such Member shall be in default in the payment of

any Assessment levied by the Association. Such right to use of the Common Area or Areas of Common Responsibility may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these Bylaws, the Certificate of Formation, or the Declaration;

D. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

E. Employ a manager, management company, an independent contractor and/or such other employees as the Board deems necessary and prescribe the duties to be undertaken and the compensation therefor and authorize the purchase of necessary supplies and equipment and enter into contracts with regard to the foregoing items or services;

F. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors;

G. Delegate to and contract with a financial institution for collection of the Assessments of the Association;

H. Procure and maintain adequate liability insurance on property owned by the Association, and such other insurance, which in the opinion of a majority of the directors may be necessary or desirable for the Association, the policies and limits to be reviewed at least annually and increased and decreased at the discretion of the majority of the Members of the Board of Directors;

I. Cause the Common Area, Areas of Common Responsibility, and those portions of Lots and dwellings to be maintained in accordance with the Declaration;

J. Prepare and file the appropriate governmental tax returns; and, in compliance with Revenue Ruling 70-604, the corporation elects to apply excess Assessments to help reduce future years Assessments. Therefore, no tax is due on the excess payment.

#### Section 7.2 Duties. It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all of its acts and corporate affairs and present a statement thereof to the Members at the annual meeting of the Members of each class, or at any special meeting when such statement is requirement in writing by fifty-one percent (51%) of each class;

B. Supervise all Officers, agents and employees of the Association and see that their duties are properly performed;

C. Fix the amount of the annual Assessment against each Lot and send written notice of each Assessment to every Owner subject thereto and, in relation thereto, establish the Annual Budget as provided in the Declaration described hereinabove;

D. Foreclose the lien against any Property for which Assessments are not paid or bring an action at law against the Owner personally obligated to pay the same, at the election of the Board of Directors;

E. Issue or cause to be issued by an appropriate Officer, upon demand by any person, a certificate setting forth whether any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

F. Fix and determine the amount of special Assessments for capital improvements as set forth in the Declaration, send written notice of each special Assessment to every Owner subject thereto at least thirty (30) days in advance of the due date thereof, and collect or cause to be collected such sum(s) as are deemed to be due by virtue of said special Assessment.

## **ARTICLE VIII OFFICERS AND THEIR DUTIES**

Section 8.1 Enumeration of Officers. The Officers of this Association shall be a president, secretary, and treasurer who shall at all times be members of the Board of Directors.

Section 8.2 Election of Officers. The election of Officers shall take place at the meeting of the Board of Directors, which shall immediately follow the adjournment of each annual meeting of Members.

Section 8.3 Term. The Officers of this Association shall be elected annually by the Board, and each shall hold office for one (1) year unless said member shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 8.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

Section 8.5 Standing Committees. The Board shall appoint such standing committees as are required under the Declaration, the Certificate of Formation, or these Bylaws, as well as such other committees as are necessary or desirable from time to time, which committees shall exist for such periods of time, have such authority, and perform such duties as the Board may, from time to time, determine in its discretion.

Section 8.6 Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.7 Vacancies. A vacancy in any office may be filled by appointment by a majority vote of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 8.8 Duties. The duties of the Officers are as follows:

A. President: The President shall preside at all meetings of the Board of Directors; see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. Secretary: The Secretary may act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board of Directors and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as may be required by the Board.

C. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association along with the President; keep proper books of account; cause a financial report of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting and deliver a copy of each to the Members.

## **ARTICLE IX COMMITTEES**

Section 9.1 The Board of Directors may, at its discretion, create such committees as it sees fit from time to time.

## **ARTICLE X BOOKS AND RECORDS**

Section 10.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Certificate of Formation, and these Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, or such other address as the Board of Directors may from time to time designate, and copies may be purchased at a reasonable cost at such address.

## **ARTICLE XI ASSESSMENTS**

Section 11.1 As more fully provided in the Declaration, except as therein provided, each Member of each class is obligated to pay to the Association annual and special Assessments and reserves, which are secured by a continuing lien upon the Lot against which the Assessment is made and are a personal obligation of the Member of each class.

## **ARTICLE XII CORPORATE SEAL**

Section 12.1 The Association may have a seal in circular form, having within its circumference the words: **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation.

**ARTICLE XIII  
AMENDMENTS**

Section 13.1 Requirements to Amend. These Bylaws may be amended at a regular or special meeting of the Members by a vote of fifty-one percent (51%) of each class of the Members, present in person or by proxy, except as otherwise provided in the Declaration.

Section 13.2 Control of Conflict. In the case of any conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation shall control, and in the case of any conflict between the Declaration, the Certificate of Formation, and/or these Bylaws, the Declaration shall control.

**ARTICLE XIV  
MISCELLANEOUS**

Section 14.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

Section 14.2 Indemnification. The Association shall indemnify any Officer or director or any former officer or director to the full extent permitted by law.

Section 14.3 Insurance. The Board of Directors may, but is not required to, elect to carry a policy of officers and directors' liability insurance, insuring the Officers and directors against any claims made against them whatsoever, except claims of willful negligence and misfeasance of office.

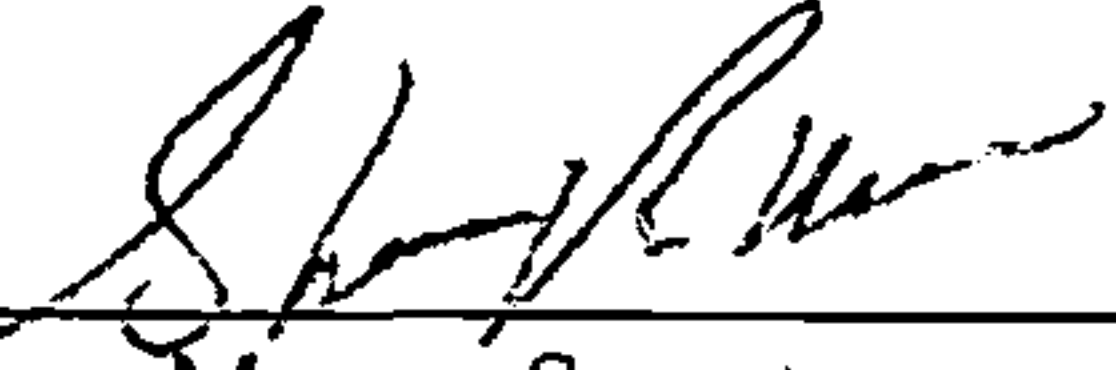
**IN WITNESS WHEREOF**, we, the directors of **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation have hereunto set our hands this 17<sup>th</sup> day of February, 2022 for and on behalf of the Association.

  
\_\_\_\_\_  
Andy Haynie, President

**CERTIFICATION**

I, the undersigned, do hereby certify that I am duly elected and acting Secretary of **COLONIAL OAKS OF SHELBY COUNTY HOMEOWNERS ASSOCIATION, INC.**, an Alabama nonprofit corporation and that the foregoing Bylaws constitute the original Bylaws of the said Association, as duly adopted at the meeting of the Board of Directors thereof, held on this 17<sup>th</sup> day of February, 2022.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of the said Association this 17<sup>th</sup> day of February, 2022.

  
\_\_\_\_\_  
Shannon Moore, Secretary

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EXHIBIT "D"

COLONIAL OAKS - PHASE 7  
A PART OF THE CITY OF MONTEVALLO  
SHELBY COUNTY, ALABAMA  
LOCATED IN SECTION 35  
TOWNSHIP 21 SOUTH RANGE 3 WEST



THE PURPOSE OF THIS SUBDIVISION IS TO  
DIVIDE 35.74 ACRES INTO 69 LOTS FOR RESIDENTIAL USE

STATE OF ALABAMA  
SHELBY COUNTY

I, James M. Ray, a Registered Land Surveyor in the State of Alabama, hereby certify that all parts of this survey and plat (or drawing) have been completed in accordance with the requirements of the Standards for the Practice of Surveying in the State of Alabama, being more particularly described as follows, to-wit: Commence at a 1/4" iron pin in place being the Southeast corner of the Southeast one-fourth of the Northeast one-fourth of Section 35, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed North 01° 09' 35" West along the East boundary of said quarter-quarter section for a distance of 239.39 feet to a capped rebar in place being located on the Northern right-of-way of Shelby County Highway 24, said point also being the point of beginning. From this beginning point proceed Southeast along the Northern right-of-way of said road and along the curvature of a concave curve right having a delta angle of 49° 50' 36" and a radius of 523.97 feet for a chord bearing and distance of South 68° 43' 11" West, 441.58 feet to the P. I. of said curve (set M' rebar CA-0114-LS); thence proceed Northeast along the flare back of said Shelby County Highway 24 and along the curvature of a concave curve right having a delta angle of 90° and a radius of 25.00 feet for a chord bearing and distance of North 43° 13' 11" West, 35.36 feet to the P. I. of said curve and a point on the Easterly right-of-way of Revolutionary Way; thence proceed North 01° 46' 48" East along Easterly right-of-way of Revolutionary Way for a distance of 227.35 feet to the P. I. of a concave curve right having a delta angle of 89° 54' 06" and a radius of 28.00 feet; thence proceed Northeast along the curvature of said curve for a chord bearing and distance of North 45° 41' 54" East, 28.26 feet to the P. I. of said curve; thence proceed North 01° 51' 26" East for a distance of 50.00 feet to the P. C. of a concave curve right having a delta angle of 90° 06' 15" and a radius of 20.00 feet; thence proceed Northeast along the curvature of said curve for a chord bearing and distance of North 43° 16' 06" West, 28.31 feet to the P. I. of said curve, said point being on the Easterly right-of-way of Revolutionary Way; thence proceed North 01° 49' 42" East along the Easterly right-of-way of Revolutionary Way for a distance of 110.81 feet to the P. C. of a concave curve left having a delta angle of 01° 05' 14" and a radius of 4776.41 feet; thence proceed Northeast along the Easterly right-of-way of said Revolutionary Way and along the curvature of said curve for a chord bearing and distance of North 01° 41' 34" West, 90.64 feet to the P. I. of said curve which is also the P. C. of a concave curve left having a delta angle of 02° 25' 30" and a radius of 4776.41 feet; thence proceed Northwesterly along the Easterly right-of-way of said Revolutionary Way and along the curvature of said curve for a chord bearing and distance of North 03° 26' 56" West, 202.14 feet to the P. I. of said curve which is also the P. C. of a concave curve left having a delta angle of 00° 54' 12" and a radius of 2334.36 feet; thence proceed Northwesterly along the Easterly right-of-way of said Revolutionary Way and along the curvature of said curve for a chord bearing and distance of North 04° 18' 46" West, 36.80 feet to the P. I. of said curve which is also the P. C. of a concave curve left having a delta angle of 04° 11' 30" and a radius of 1025.00 feet; thence proceed Northwesterly along the Easterly right-of-way of said Revolutionary Way and along the curvature of said curve for a chord bearing and distance of North 06° 51' 37" West, 74.97 feet to the P. I. of said curve; thence proceed North 08° 51' 04" West along the Easterly right-of-way of said Revolutionary Way for a distance of 423.85 feet (set M' rebar CA-0114-LS); thence proceed North 08° 49' 17" East for a distance of 591.00 feet to a M' rebar in place; thence proceed North 29° 49' 17" East for a distance of 109.00 feet (set M' rebar CA-0114-LS); thence proceed North 08° 29' 12" West for a distance of 373.00 feet (set M' rebar CA-0114-LS); thence proceed North 01° 30' 48" East for a distance of 120.69 feet (set M' rebar CA-0114-LS); thence proceed South 52° 28' 53" East for a distance of 483.50 feet to a point on the East boundary of the Northeast one-fourth of the Northeast one-fourth of said Section 35; thence proceed South 09° 59' 41" East along the East boundary of said Northeast one-fourth of the Northeast one-fourth and along the East boundary of the Southeast one-fourth of the Northeast one-fourth for a distance of 764.54 feet to the point of beginning.

The above described and is located in the Southeast one-fourth of the Northeast one-fourth and the Northeast one-fourth of the Northeast one-fourth of Section 35, Township 21 South, Range 3 West, Shelby County, Alabama contains 35.74 acres. According to my survey this the 8th day of January, 2024.

*James M. Ray*  
James M. Ray, Ala. Reg. No. 18383  
Ray and Gililand, P. C., Ala. Board Cert. No. CA-0114-LS



Note: No title search of the public records has been performed by this firm and land shown hereon was not abstracted for easements and/or rights-of-way, recorded or unrecorded. The parcel shown hereon is subject to setbacks, easements, zoning, and restrictions that may be found in the public records of said county and/or city. Underground portions of foundations and footings and/or other underground structures, utilities, celerities or burial sites were not located unless otherwise noted. We do not look for underground sewer or flip manhole covers.

SHELBY COUNTY  
STATE OF ALABAMA  
CITY OF MONTEVALLO

The undersigned, James M. Ray, Registered Land Surveyor, State of Alabama, and GARDEN STREET COMMUNITIES SOUTHEAST, LLC (William Bryan Adams), Manager hereby certify that this plat or map was made pursuant to a survey made by said surveyor and that said survey made by said surveyor and that said survey and this plat or map were made at the instance of said owner, that this plat or map is a true and correct map of lands shown therein and shown as COLONIAL OAKS PHASE 7 showing the subdivisions into which it is proposed to divide said lands, giving the length and bearings of the boundaries of each lot and its number, showing the streets, other, and public grounds, giving the bearings, length, width and name of each street, as well as the number of each lot and block, and showing the relation of the lands to the government survey.

Dated this the 23 day of December, 2024

*James M. Ray*  
James M. Ray  
Ala. Reg. No. 18383  
Ala. Board Cert. No. CA-0114-LS



GARDEN STREET COMMUNITIES SOUTHEAST, LLC  
William Bryan Adams, Manager  
GARDEN STREET COMMUNITIES SOUTHEAST, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

WILLIAM BRYAN ADAMS AS MANAGER FOR GARDEN STREET COMMUNITIES SOUTHEAST, LLC, A FLORIDA LIMITED LIABILITY COMPANY HAVE CAUSED THE LAND ENCOMPASSED IN THE WITHIN PLAT TO BE SURVEYED, AND CAUSE PLATTED TO BE KNOWN AS COLONIAL OAKS PHASE 7, A PART OF THE CITY OF MONTEVALLO, SHELBY COUNTY, ALABAMA, AND THAT THE STREETS, ALLEYS, EASEMENTS, PUBLIC GROUNDS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

GARDEN STREET COMMUNITIES SOUTHEAST, LLC  
By William Bryan Adams, Manager  
GARDEN STREET COMMUNITIES SOUTHEAST, LLC  
A FLORIDA LIMITED LIABILITY COMPANY

STATE OF ALABAMA  
SHELBY COUNTY

*Carol Davis*  
Carol Davis, a Notary Public in and for said County and State, do hereby certify that James M. Ray, whose name is signed to the foregoing certificate as surveyor and who is known to me, acknowledged before me, on this date, that after having been duly informed on the contents of said certificate, he executed same voluntarily as such individual with full authority therefor.

Given under my hand and seal this the 23 day of December, 2024

*Carol Davis*  
Carol Davis  
Notary Public  
State of Alabama

CITY OF MONTEVALLO NOTES

- ALL EASEMENTS ON THIS MAP ARE FOR PUBLIC UTILITIES, SANITARY SEWERS, STORM SEWERS, STORM DITCHES, AND MAY BE USED FOR SUCH PURPOSES TO SERVE THE PROPERTY BOTH WITHIN AND WITHOUT THE SUBDIVISION CITY OF MONTEVALLO IS NOT RESPONSIBLE FOR THE MAINTENANCE OF ANY EASEMENTS SHOWN ON THIS PLAT OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
- CONTRACTOR AND/OR DEVELOPER ARE RESPONSIBLE FOR PROVIDING BUILDING SITES FREE OF DRAINAGE PROBLEMS.
- NO FURTHER SUBDIVISION OF ANY PARCEL SHOWN HEREON SHALL BE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE CITY OF MONTEVALLO PLANNING COMMISSION.
- DRIVEWAYS SHALL BE RESTRICTED TO THE LOCATIONS AS SHOWN ON THIS PLAT. DRIVEWAY ACCESS PERMIT REQUIRED PRIOR TO INSTALLATION OF DRIVEWAYS. CONTACT THE CITY OF MONTEVALLO HIGHWAY DEPARTMENT AT 205-337-9822 TO OBTAIN ACCESS PERMIT.
- THIS PROPERTY IS LOCATED IN FLOOD ZONE X AND ZONE AS SHOWN ON THE LATEST FEDERAL INSURANCE RATE MAPS (PANEL NUMBER 0117C0390E, DATED FEBRUARY 20, 2013).
- MAINTENANCE OF DETENTION Ponds AND ALL ASSOCIATED STRUCTURES AND APPURTENANCES ARE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
- ANY CONSTRUCTION OR CHOROGRAPHY IN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE CITY OF MONTEVALLO FLOOD DAMAGE PREVENTION ORDINANCE.
- NO ENCROACHMENTS, INCLUDING STRUCTURES OR FILL MATERIAL, SHALL BE PLACED WITHIN A DESIGNATED FLOOD PLAIN UNLESS AND UNTIL A FLOOD PLAIN DEVELOPMENT PERMIT HAS BEEN SUBMITTED AND APPROVED BY THE COUNTY ENGINEER. ALL DEVELOPMENT WITHIN A DESIGNATED FLOOD PLAIN MUST COMPLY WITH THE CITY OF MONTEVALLO FLOOD DAMAGE PREVENTION ORDINANCE.
- CITY OF MONTEVALLO IS NOT NOW, NOR WILL BE IN THE FUTURE, RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE ROADS OR EASEMENTS SHOWN ON THIS PLAT.

GENERAL UTILITY NOTE:

THE UTILITIES SHOWN ARE BASED ON PIN FLAGS AND PAINT MARKING PROVIDED BY LINE LOCATION 811. THE NATURAL GAS LINE WAS MARKED BY PLANTATION PIPELINE. THE EASEMENT FOR THE GAS LINE IS 21 FEET EAST OF THE EXISTING LINE AND 9 FEET WEST OF THE EXISTING LINE FOR A TOTAL OF 30' WIDE

LEGEND

- ◊ WOOD POWER POLE
- W WATER VALVE
- WATER METER
- I FIRE HYDRANT
- ⊙ TELEPHONE PEDESTAL

ALL PROPERTY CORNERS ARE SET 1/2" CAPPED REBAR UNLESS NOTED ON THE SURVEY



PROPERTY ZONING R2-SB  
FRONT SETBACK 25 FEET  
REAR SETBACK 25 FEET  
SIDE SETBACK 6 FEET FOR ONE SIDE  
14.4 FEET FOR TOTAL OF BOTH SIDES

STATE OF FLORIDA  
ESCAMBIA COUNTY

I, Theresa Butler, a Notary Public in and for said County and State, do hereby certify that, William Bryan Adams manager for Garden Street Communities, Southeast, LLC, of said properties whose name is signed to the foregoing certificate as owner and who is known to me, acknowledged before me, on this date, that after having been duly informed on the contents of said certificate, he executed same voluntarily as such individual with full authority therefor.

Given under my hand and seal this the 26 day of December, 2024

*Theresa Butler*  
Theresa Butler  
Notary Public  
My Commission Expires: 8/4/2026

TERESA BUTLER  
Notary Public  
State of Florida  
Commission #16237474  
Expires 8/4/2026

*John Light*  
John Light  
City Clerk, City of Montevallo  
*Mike Can*  
Mike Can  
City Engineer, City of Montevallo  
*Mike Can*  
Mike Can  
Planning Commission, City of Montevallo  
*Mike Can*  
Mike Can  
Mayor, City of Montevallo  
*Mike Can*  
Mike Can  
Fire Chief, City of Montevallo  
*Mike Can*  
Mike Can  
Water and Sewer Board

STATE OF FLORIDA  
ESCAMBIA COUNTY

I, Theresa Butler, a Notary Public in and for said County and State, do hereby certify that, William Bryan Adams manager for Garden Street Communities, Southeast, LLC, of said properties whose name is signed to the foregoing certificate as owner and who is known to me, acknowledged before me, on this date, that after having been duly informed on the contents of said certificate, he executed same voluntarily as such individual with full authority therefor.

Given under my hand and seal this the 26 day of December, 2024

*Theresa Butler*  
Theresa Butler  
Notary Public  
My Commission Expires: 8/4/26

TERESA BUTLER  
Notary Public  
State of Florida  
Commission #16237474  
Expires 8/4/2026

SURVEYOR NOTES:

ALL WORK SHALL COMPLY WITH THE CITY OF MONTEVALLO'S REGULATIONS AND MONTEVALLO WATER AND SEWER BOARD REQUIREMENTS.

ALL EASEMENTS WITHIN AND WITHOUT SHALL BE FOR ALL UTILITY USES.

CRUSON CONTROL IS THE RESPONSIBILITY OF THE CONTRACTOR

COMMON AREA TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION

ALL DETENTION, RETENTION AND STORM SEWER EASEMENTS WITHIN ALL COMMON AREA SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION

ALL EASEMENTS OUTSIDE THE R/W SHALL BE MAINTAINED BY THE LOT OWNER IN WHICH THE EASEMENT SERVES.

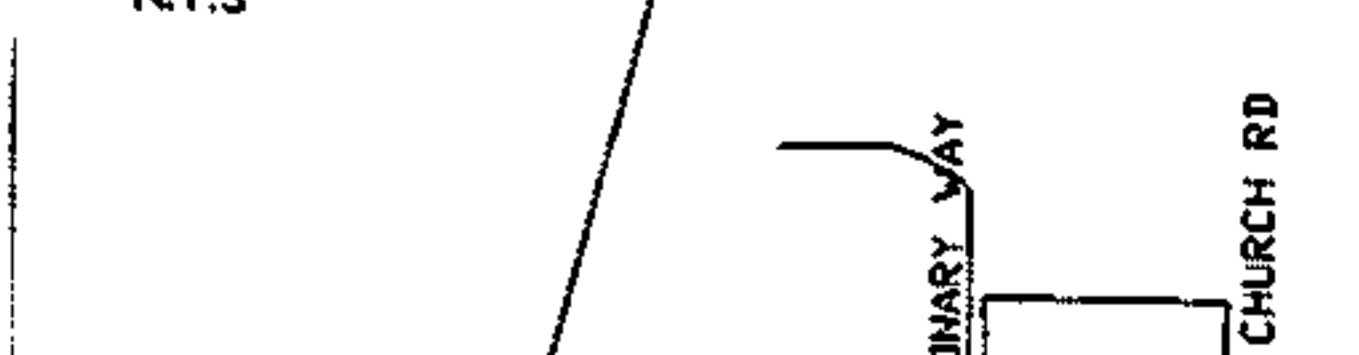
NO SUBSURFACE INVESTIGATION OF GEOLOGICAL CONDITIONS WAS PERFORMED BY RAY & GILLILAND P.C. AND/OR CIVIL CONSULTANTS ENGINEERING THEREFORE NO REFERENCE WHATSOEVER IS MADE AS TO THE SUITABILITY FOR RESIDENTIAL CONSTRUCTION.

FLOOD INFORMATION

THE PROPERTY IS LOCATED IN ZONE X AND LOCATED IN ZONE A (SHADED) AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 0117C0390E MAP REVISED DATE FEBRUARY 20, 2013 SHELBY COUNTY AL.

35.74 ACRES  
PLATTED AS PART OF  
LOT 1 STOUGH ESTATE  
MB 23 PG130

vicinity sketch  
N.T.S.



DEVELOPER/ OWNER  
GARDEN STREET COMMUNITIES SOUTHEAST, LLC  
266-A YEAGER PARKWAY  
PUEBLO AL 35124  
205-217-8389



**EXHIBIT E**

**CITY of MONTEVALLO WATER & SEWER BOARD  
LOW PRESSURE SEWER USAGE AGREEMENT**

**NOTICE TO HOMEOWNER**

**All Lot Owners must enter a Low Pressure Sewer Usage Agreement with the  
City of Montevallo Water and Sewer Board AT THE TIME OF PURCHASE**

## **MONTEVALLO WATER AND SEWER BOARD LOW PRESSURE SEWER USAGE AGREEMENT**

This agreement is made the .....day of ..... 20.....

Between Montevallo Water and Sewer Board ("The Board") and

.....

("the Applicant"), being the owner and / or the occupier of the property described as

(Address)

.....

.....

The "Applicant" consents to connecting to the low pressure sewer main and will accept responsibility for the connection, installation, maintenance, and ownership of the sewerage system and pumping facility from the connection at the origin in the building to the connection at the manhole or low pressure main cutoff.

The agreement is subject to the following terms and conditions.

1.

The Applicant warrants that the installation complies in all respects with good engineering and construction methods and all requirements of the Montevallo Water and Sewer Board, Alabama.

2.

The Applicant acknowledges that the maintenance of their works up to and including the property boundary, open and closed rights of way, is entirely their responsibility and at their cost.

3.

The Applicant must not transfer, sell, or otherwise part with possession of the property without first giving notice in writing to the person or persons ("the new Occupants") to whom the property is being transferred or sold or possession is being given, of the existence and substance of this Agreement. **"THIS AGREEMENT MUST BE TRANSFERRED TO THE NEW OWNER / OWNERS IF THE PROPERTY IS SOLD".**

In the case of a lease, transfer or sale, the Applicant must not allow a new Occupant into possession of the property without including in the lease, contract for sale or any

memorandum or agreement whether verbal or in writing, a condition whereby the Purchaser agrees;

- a. To be bound, and acknowledges that he is bound, by all the conditions of this Agreement (including this condition) in all respects as if he was the Applicant; and
- b. To execute an agreement of the same nature and substance as this Agreement, if so required by the Montevallo Water and Sewer Board.

4.

The Applicant must advise the Montevallo Water and Sewer Board, Alabama in writing of the lease, sale or transfer of the property.

5.

The Applicant also agrees that in the event of a leak, break, requirement for movement of placement, etc. that the cost associated will be the responsibility of the Applicant. Any damages will be repaired immediately by the applicant.

*Clarification (Listed in Sanitary Sewer Specifications):*

*Montevallo Water and Sewer Board is only responsible for the main line, manholes, and laterals to the right of way / easement line. The Customer is responsible for all service lines, backflow valves (gravity service), check valves (low pressure service), individual grinder pumps, etc.*

*All Low-pressure sanitary sewer customers shall fill out a Montevallo Water and Sewer Board low pressure sanitary sewer agreement prior to connection or service being activated. Refusal to complete a service agreement will be grounds for disconnection or refusal of service by the Montevallo Water and Sewer Board. (Note: The Montevallo Water and Sewer Board is not providing any type of service contract, pump repair, maintenance agreement, etc. The Montevallo Water and Sewer Board is only allowing the owner access to the Sanitary Sewer System. The Montevallo Water and Sewer Board will not maintain, service, repair, etc. any portion of the low-pressure system on private property.)*

Failure to comply with any portion of this agreement by the applicant will allow the Montevallo Water and Sewer Board to disconnect the sewerage service to this facility.

SIGNED by the Applicant.....

Print Name .....

In the presence of:

(Signature) .....Witness

Print Name ..... Witness

Address .....

Town / City .....Postcode.....

Signed on Behalf of the Montevallo Water and Sewer Board

Signature.....Date.....

SPECIAL CONDITIONS (if applicable, {to be completed by the Montevallo Water and Sewer Board})

.....  
.....  
.....



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/27/2025 04:02:35 PM  
\$190.00 BRITTANI  
20250227000058600

*Allen S. Bayl*