

STATE OF ALABAMA )

JEFFERSON COUNTY )

**DECLARATION OF PROTECTIVE  
COVENANTS, RESTRICTIONS AND EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Homes and Land, Inc. (the "Developer"), an Alabama Corporation, has heretofore acquired fee simple title of a certain real property situated in the City of Hoover, <sup>Shelby</sup>~~Jefferson~~ County, Alabama and has subdivided real property into 25 lots ("lots") as described in Map Book 19, Page 166, in the Probate Office of Shelby County, Alabama and otherwise known and referred to as (the "Property") and

WHEREAS, the Developer desires to develop the Property and subdivide the Property into the subdivision otherwise and further known as **Summerwood**;

NOW, THEREFORE, the undersigned, duly authorized by the Developer, does hereby expressly adopt the following Declaration of Protective Covenants and Restrictions, conditions, limitations and easements for said **Summerwood**, to-wit:

This Declaration shall be read, construed and interpreted in a manner consistent with the Declaration of Protective Covenants as recorded in Real 1992 Page 15358 in the Office of the Judge of Probate of Shelby County, Alabama.

THAT said Property and each lot within said Property shall be, all subject to the following Declaration of Protective Covenants, Restrictions and Easements) collectively referred to as the "Covenants"), all of which are for the improvement and benefit

Inst # 1995-13479

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of the Property and which will run with the land for a period of not less than fifty (50) years from the date of record of this said Declaration of Protective Covenants, Restrictions and Easements, and shall be binding on all parties having any right, title or interest in the property or lots or any interest therein, their heirs, successors and assigns, and shall inure to the benefits of each owner thereof.

THAT no property other than the Property herein described (see attached Exhibit A, Legal Description) be deemed subject to the Declaration of Protective Covenants, Restrictions and Easements.

## ARTICLE I

### GENERAL PROVISIONS AND RESTRICTIONS

#### 1. Land Use.

(a) The Property will be used for residential purposes only; no trade, commerce, or business shall result or be permitted on and from said Property and/or any lot, including any and all forms of home industry.

(b) No building or structure shall be permitted for any purpose other than one single-family dwelling.

#### 2. Dwelling Size and Building location.

(a) Minimum Structure Size: The residential structure erected on any lot within the subdivision and Property shall include not less than 1500 square feet (sq. ft.) of minimum living space (area). The designated building area for said lots will be and are so designated on recorded subdivision plat, shown in Map Book 19, Page 166, Probate Office, Shelby County.

(b) Minimum Living Area is defined as all heated and cooled finished area of said structure and does not include porches, attics, garages, basements and carports.

(c) No structure shall be erected, altered, placed or permitted to remain on any lot other than a main single family dwelling not to exceed three stories and a private garage

for not more than two cars. No detached building other than the main single family dwelling shall be constructed or permitted on any lot.

(d) All single family residences shall be constructed within the Approved Building Area shown as to each lot on the Subdivision Record Map. The Architectural Control Committee shall have the authority to grant variances from this requirement on request by any lot owner and may approve or disapprove any such request within the exercise of its sole discretion. For the purpose of this covenant, eaves, steps and open decks or terraces shall not be considered as part of a single family residence.

(e) All mailboxes and mailbox posts (which hold the mailboxes) shall be furnished by the developer and shall be uniform in style and color. The mailboxes and mailbox posts shall be maintained substantially as initially furnished in style, color, location and uniformly in height and distance from the curb.

**3. Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision map. No structure, plants or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of drainage channels in the easements, or that may obstruct or retard the flow of water through drainage channels in the easements, shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

**4. Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the neighborhood.

**5. Temporary Structures.** No structure of a temporary character, trailer, basement, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

**6. Signs.** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

**7. Oil and Mining Operations.** No oil drilling or refining, quarrying, or mining operations of any kind shall be permitted on or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or

natural gas shall be erected, maintained, or permitted upon any lot.

**8. Destroyed or Damaged Structures.** Any dwelling or other structure on any lot in the subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one year. All debris must be removed and the lot restored to a slightly condition with reasonable promptness provided that in no event shall such debris remain on any lot in excess of 30 days.

**9. Storage of Boats, Trailers, Recreational Vehicles or other Vehicles.** No motor homes, boats, boat trailers, campers, service trucks or other service vans shall be parked or stored in any subdivision location that shall be visible from the street for a period in excess of 24 hours. No wrecked or disabled automobiles or other vehicles other than operating vehicles shall be stored or located on any lot. Not more than two (2) automobiles to be parked in driveway or at street at the same time. All garage doors shall be kept closed at all times except to exit and enter so as to maintain a clean, neat and orderly exterior appearance.

**10. Fences.** Fences built and maintained are permitted only under the following conditions:

(a) Fence materials are limited to: Pressure treated lumber or cast iron or cast aluminum or masonry with Dryvit or Sto finish.

(b) Fence design must first be approved by the Architectural Control Committee.

(c) The color(s) of all fences must first be approved in writing by the Architectural Control Committee.

(d) Fences must be installed and maintained in a professional and a good and workmanlike manner and installed and maintained straight, true and level.

(e) No fence of any kind shall be constructed on lots adjacent to the golf course between the golf course and the rear building line of the lot. Fences where permitted shall not extend forward beyond the rear line of the main residential building. No fences over six (6) feet in height will be allowed.

(f) Decorative walls connecting houses, if any, will be allowed only on approval of Developer and installation by Builder.

11. **Animals.** No animals, birds or livestock shall be kept or maintained on any lot except that no more than two dogs or cats may be kept for each lot, as domestic pets, which must be confined to the premises or kept on a leash at all times. No pets shall be permitted to be unconfined or not on a leash.

12. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

13. No aluminum siding shall be permitted to be installed on the exterior of any structure or residential building constructed on a lot.

14. All lots will be sold to a builder approved by the Architectural Control Committee.

15. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of any dwelling.

16. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserves the right (after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth, or trash which, in the sole opinion of the undersigned, detracts from the overall beauty and safety of the subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceeds at law or equity. This provision shall not apply to the undersigned or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

17. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road or waterway within sight distance from the lot at any time except during refuse collection. No outside burning of wood, leaves,

trash, garbage or household refuse shall be permitted, except during the construction period.

18. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after 10 days written notice) and will be charged to the contractor (or owner) at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. During construction, all builders must keep the homes, garages and building sites clean. All building debris, stumps, trees, etc. must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

20. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.

21. Garage doors shall not be permitted on the front of homes except on approval of the Architectural Control Committee. Upon the approval of the Architectural Control Committee, any garage door permitted on front of house must have a garage door opener installed, and garage door must be kept closed at all times except when garage is being entered or exited.

22. No plumbing or heating vent shall be placed on the front of house, only on the side or rear as required.

23. No clotheslines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be the hanging of clothes/wash/laundry on any lot where the hanging of said clothes/wash/laundry is visible from any street within the subdivision.

24. All houses shall have fully landscaped yards. Rear yard can be seeded beyond 25' of rear of house. Landscaping to include sod, mulch, shrubs or any other measures to control erosion.

25. **Swimming Pools.** No swimming pool shall be constructed, placed, added or maintained upon any lot.

26. **Satellite Receiving Dish.** No satellite receiving dish or antenna system shall be constructed, placed, added or maintained on any lot or building within the subdivision.

27. **HVAC Equipment.** Outside air conditioning units may not be located in the front yard. All outside air conditioning units, air conditioning compressor units shall be hidden from view by shrubbery, or other year-round foliage or fencing.

28. Exterior colors of homes, walls, fences, lamp posts, mailbox posts etc. and including all common area items and accessories, i.e. entrance walls, lamp posts, park benches, etc., must be approved in writing by the Architectural Control Committee and this restriction shall apply to repainting or coloring as well as initial colors except once approved the repainting or coloring in the same color does not require re-approval.

29. **Developer Control.** In view of the Developer's financial commitment to the Project, developer's obligations as an initial owner of the lots to pay the expenses of the project, Developer hereby reserves unto itself, its successors and assigns, the right to manage all of the affairs of the project and the right to elect the directors of the Initial Homeowner's Association and members of the Architectural Control Committee (who need not be lot owners) and the right to amend this Declaration until the sale of one hundred percent (100%) of the lots within the subdivision, or until the developer elects to terminate its control of the project, whichever shall first occur. This period of time shall be known as the "Control Period". Developer may terminate its management rights and responsibilities by relinquishing control of the Association in writing to the Lot Owners at any time prior to the expiration of said control period. The Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association. During said control period, Developer shall pay all expenses otherwise payable by the Association and as reimbursement therefore and as compensation for its management services, Developer shall be entitled to receive and retain all of the assessments payable by the lot owners during said control period (see Article II) and Developer shall have all of the rights of the Association to levy and enforce payment of assessments. During said period, Developer shall not be required to assess or create any reserves and at the termination of said period and the assumption of the operation of the Association by the members,

Developer shall not be required to render an accounting of income and expenses incurred during said control period.

## ARTICLE II

### HOMEOWNERS ASSOCIATION

**Section 1. Formation:** As soon as practicable after the Developer has sold and conveyed seventy-five percent (75%) of the lots within the subdivision, **Summerwood**, the owners of the lots within the subdivision shall form a Homeowners Association which shall be named **Summerwood Homeowners Association**, or such other name as may be selected by the Homeowners and shall be incorporated as a not for profit corporation.

**Section 2. Maintenance Responsibilities.** The Association may, at any time, in the discretion of the Board, without any approval of the members being required:

(a) Maintain, install, reinstall, construct and repair all of the improvements within the common areas, to include plantings and shrubbery, and to maintain, repair and operate any other easement area shown on the Subdivision Record Map which is not under the control or management of a public utility or governmental authority;

(b) Maintain and manage the common areas shown on the Subdivision Record Map so as to preserve the common areas in its improved state and prevent any unlawful or obnoxious activity to be conducted thereon;

(c) Replace injured and diseased trees or other cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and

(d) Do all such other acts which the Board deems necessary to preserve and protect the property and the beauty thereof, in accordance with the general purposes specified in this Declaration.



**Section 3. Other Rights of Association.** The Board shall have the right to provide services, the cost of which shall be paid out of the charges provided for in Article III hereof, and adopt rules, regulations, procedures and policies with respect to:

(a) garbage and trash collection and removal;

(b) motor vehicle operation and maintenance;

(c) parking of motor vehicles on streets or roads in or on the subdivision property; and

(d) such other matters including the general welfare of the subdivision property as a whole, and the common areas.

### **ARTICLE III**

#### **COVENANTS FOR MAINTENANCE CHARGES**

##### **Section 1.**

**Creation of the Lien and Personal Obligation of Charges.** Each owner by acceptance of a deed to a lot is deemed to covenant and agree to pay the Association: (1) annual charges, and (2) special charges as herein provided. The annual and special charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which each such charge is made. Each such charge, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the charges became due. The personal obligation for delinquent charges shall pass to his successors in title.

**Section 2. Purposes of Charges.** The charges levied by the Association shall be used exclusively for (i) discharging the responsibilities of the Association, (ii) the procuring of services for the owners, including, but not limited to, those services specified in Article III hereof and such other services which may be approved by members which own two-thirds (2/3) of the lots and (iii) capital improvements to area for which the Association bears maintenance responsibility.

**Section 3. Special Charges for Capital Improvements.** In addition to the annual charges, the Association may levy, in any given year, a special charge applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or replacement of

improvements within area the Association has maintenance responsibility for, including fixtures and personal property related thereto, provided that any such charge shall have the assent of two-thirds (2/3) of the votes of the members (voting in person or by proxy) at a meeting duly called for this purpose.

**Section 4. Uniform Rate of Charges.** Both annual and special charges must be fixed at a uniform rate for all lots and may be collected on a monthly, quarterly or annual basis. Each improved lot shall bear its pro rata part of the maintenance cost and shall not be entitled to reduction because all or some of the services for which the assessment is made are not being utilized by the owner of such lot. (Improved Lot as used herein shall mean any lot on which a residence has been constructed and property sold or conveyed by the Builder or permanent utilities connected, whichever first occurs.)

**Section 5. Date of commencement of Annual Charges; Due Dates.** The annual maintenance charges provided for herein shall commence as to all lots on the first day of the month following the conveyance by declarant of two-thirds (2/3) of the lots. The first annual charge shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the charge period. Written notice of the annual charge shall be sent to every owner subject thereto. The due dates shall be established by the board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the charges on a specified lot have been paid off.

**Section 6. Effect of Nonpayment of Charges; Remedies of the Association.** By his acceptance of title to a lot subject to these Restrictive Covenants, each owner is and shall be deemed to covenant and agree to pay the Association the charges provided for herein, and agrees to the enforcement of the charges in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any charge, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, or for any other purpose in connection with the breach of this Declaration, each owner agrees to any reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the even of a default in payment of any such charge when due, in which case the charge shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

**(a) Enforcement by Suit.** The Board may cause a suit at law to be commenced and maintained in the name of the Association against an owner to enforce each such charge obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the maximum legal rate per annum from the date of delinquency, court costs and reasonable attorney's fees in such amount as the court may adjudge against the delinquent owner.

**(b) Enforcement by Lien.** There is hereby created a claim of lien, with power of sale, on every lot to secure payment to the Association of any and all charges levied against any and all owners, together with interest thereon at the maximum legal rate which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such charge, the Association, or any authorized representative may, but shall not be required to, make a written demand for payment to the defaulting owner, on behalf of the Association. Said demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim of lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or, even without such a written demand being made, the Association may elect to file such claim of lien on behalf of the Association against the property of the defaulting owner. Such a claim of lien shall be executed and acknowledged by an officer of the Association, and shall contain

substantially the following information:

1. The name of the delinquent owner;
2. The legal description and street address of property against which claim of lien is made;
3. The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees (with any property offset allowed);
4. That the claim of lien is made by the Association pursuant to this Declaration; and
5. That a lien is claimed against said property in an amount equal to the amount stated.

Upon recordation of a duly executed original or copy of such a claim or lien, and mailing a copy thereof to said owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the property against which such was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any property, charges on any property in favor of any municipal or other governmental assessing unit, and the liens which are specifically described herein. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a realty mortgage or trust deed as set forth by the Laws of the State of Alabama, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any property. In the event such foreclosure is by action in court, reasonable attorney's fees, court

costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each owner hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner and also hereby expressly waives the defense of the statute of limitations applicable to the bringing of any suit or action thereon.

**Section 7. Subordination of the Lien to Mortgages.** The lien for the charges provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any property shall not affect the lien charged under this Article I. The sale or transfer of any property pursuant to mortgage foreclosure or any proceeding in lieu thereof, however, shall extinguish the lien of such charge as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such property from liability for any charges thereafter becoming due or from the lien thereof.

**Sections 8. Assessment Limitation.** No assessments shall be payable or due with respect to any lot until the same is improved with a single family residence thereon.

#### **ARTICLE IV**

##### **AMENDMENT OF DECLARATION**

**Section 1. Amendment by Association.** An amendment may be proposed by written instrument signed by the owners of not less than one-fourth (1/4) of the lots within the property. Such proposed amendment or amendments shall be considered at a meeting of the owners after written or printed notice of such meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, shall be mailed to the owners not less than ten (10) days nor more than fifty (50) days, before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to each owner at the street address of his lot, the postage thereof being prepaid. Any owner may, by written waiver of notice signed by such owner, waive such notice, and such waiver whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such owner. At such meeting, the amendment or amendments proposed must be approved by the affirmative vote of owners who own not less than three-fourths (3/4) of the total lots of the property in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the Architectural control Committee having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same

formalities as a deed shall be recorded in the Probate Court of Jefferson County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the owners, but mailing or delivering a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any owner shall be recognized if such owner is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered at or prior to such meeting.

**Section 2. Scrivener's Error.** Notwithstanding the foregoing amendment provisions, any scrivener's error or omission may be corrected by the filing of any amendment to this Declaration consented to by Developer and any owner or mortgagees of record directly affected by the amendment. No other owner is required to consent to any such amendment. If there appears to be any other omissions or errors in this Agreement, scrivener's or otherwise, and such error or omission does not materially adversely affect the rights and interest of any other party, then such error or omission may be corrected by the filing of an amendment of this Declaration executed by the Developer without the consent of any other party.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

**Section 1. Design Criteria for the Property.** The general architectural objective of the Developer for the property is to create a neighborhood of single family residences constructed in high quality styles, design, materials and colors. The Developer has adopted certain criteria in furtherance of this objective. All single family residences shall be constructed in conformity with the criteria and in accordance with the provisions of this Declaration. The Developer, by the terms of this Declaration, has charged the Architectural Control Committee with the approval of all single family residences, so as to determine that all single family residences meet the criteria.

**Section 2. Method of Architectural Control.** So as to establish and maintain the criterion as generally set forth herein, no improvement or structure of any kind, including without limitation, any building, fence, wall, sign, lighting system, site paving, grading, parking lot, screen enclosure, sewer drain, disposal system, decorative building landscaping, landscape device or object, shall be commenced, erected, placed or maintained upon a lot, nor shall any addition, change or alteration therein, thereof or thereto be made, unless and until the plans and

specifications, showing the color, nature, kind, shape, elevation, materials and location of the same, shall have been submitted to and approved in writing by the Architectural control Committee. All plans and specifications shall be evaluated as to, among other things, the harmony of external design and location in relation to surrounding structures and topography.

**Section 3. Architectural Control Committee Membership.**

The Architectural control committee shall consist of two (2) members and the initial members shall be appointed by the Developer. In the event of the death, resignation or other termination of any members the Developer during the development state (until one hundred percent (100%) of the lots are sold by the Developer) shall have full authority to appoint successor members. The Developers appointed members shall serve until one hundred percent (100%) of the lots are sold by the Developer whereupon, the Developer's control and authority and Developer's appointed members to the Architectural Control Committee shall close. Upon the sale and closing of one hundred percent (100%) of the lots in the subject subdivision, the Homeowners Association shall assume full control and authority over the Architectural Control committee.

**Section 4. Release.** Neither the Architectural Control Committee nor any member thereof shall be liable to any owner or to any other party for any damage, loss or prejudiced suffered on account of the approval or disapproval of any plans, drawings or specifications, whether or not defective, or the execution or filing of any action, motion, certificate, petition or protest in the courts of the United State or the State of Alabama, or with any other governmental board or body, whether or not the facts stated therein are true and correct.

**Section 5. Powers and Duties.** The Architectural Control Committee shall have the following powers and duties:

(a) to require submission to the Architectural Control committee of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any home, fence, wall sign, lighting system, site paving, grading, screen enclosure, sewer, drain, disposal system, landscaping or landscape device or object, the construction or placement of which is or is proposed upon any lot. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Control Committee. The Architectural Control Committee may also require such additional information as reasonable may be necessary for the Architectural control Committee to evaluate completely the proposed structure or improvement in accordance with this Declaration.

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

(c) Neither the Architectural Control Committee nor any architect or agent thereof nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

(d) The initial two members of the Architectural Control Committee appointed by the Developer are as follows: Susan E. Bennett and Sam W. Bennett.

29. **Term.** These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of fifty (50) years from the date these covenants are recorded. After the fifty (50) years, these covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the then current owners of the lots sign and record an instrument revoking or altering these covenants in whole or in part.

30. **Enforcement.** Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant.

31. **Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision, which shall remain in full force and effect.

32. **Amendment.** This Declaration may be amended by the unanimous consent of the Architectural Control Committee during the eighteen months following its recording. Thereafter, this Declaration may only be amended as hereinafter provided.

IN WITNESS WHEREOF, Developer has executed this Declaration of Protective Covenants, Restrictions and easements on this 31 day of DECEMBER, 1994.

HOMES AND LAND, INC.

By:    
It's President



STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that SAM W. BENNETT, whose name as President of Homes and Land, Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 31  
day of DECEMBER, 1994.

  
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.  
MY COMMISSION EXPIRES: Sept. 8, 1997.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

THIS INSTRUMENT PREPARED BY:

**JAMES R. MONCUS, JR.**  
Attorney at Law  
1318 Alford Avenue, Suite 102  
Birmingham, Alabama 35226

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