

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE RESERVE AT LAKE GUNTERSVILLE SUBDIVISION**

57.00  
1.00  
5.00  
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63.00

THIS DECLARATION, made on this 8<sup>th</sup> day of September, 2016, by P  
Lawler Enterprises, Ltd, a Texas limited partnership, (hereinafter referred to as  
"Declarant");

**WITNESSETH:**

WHEREAS, Declarant is the owner of certain real property located in  
Marshall County, Alabama, and known as The Reserve at Lake Guntersville  
Subdivision as the same is evidenced by that certain subdivision plat recorded on  
the 2<sup>nd</sup> day of September, 2016 in Plat Book 8 at Pages 362 and 362A in the  
Probate Office of Marshall County, Alabama, and referred to hereinafter as  
"Subdivision Map" and sometimes referred to as "Subdivision Plat", and  
Declarant wishes to impose certain restrictions on the Properties for the benefit  
thereof:

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

**ARTICLE I – DEFINITIONS**

Section 1. "Architectural Committee" shall mean the committee created  
pursuant to ARTICLE V hereof, also sometimes referred to as Committee.

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

Section 3. "Articles" shall mean the Articles of Incorporation of the  
Association as said Articles may be amended from time to time, which Articles  
are recorded in the Probate Office of Marshall County, Alabama, on the 13<sup>th</sup>  
day of September, 2016, in Book 5754, at Page 97, as Instrument  
3148979.

Section 4. "Association" shall mean and refer to The Reserve at Lake  
Guntersville Homeowners Association, Inc., an Alabama non-profit corporation,  
its successors and assigns.

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

Section 6. "Bylaws" shall mean the Bylaws of the Association as such Bylaws may be amended from time to time.

Section 7. "Common Area" shall mean all real property to be owned by the Association for the common use and enjoyment of the owners as set forth in the subdivision plat.

Section 8. "Declaration" shall mean the covenants, conditions, and restrictions herein set forth in this entire document, as the same may be amended from time to time.

Section 9. "Developer" shall mean P Lawler Enterprises, Inc., a Texas limited partnership. Developer may sometimes be referred to herein as Declarant.

Section 10: "Governmental Entity" means any and all federal, state, county, and city governmental, or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Properties.

Section 11. "Improvement" shall mean the buildings, garages, carports, roads, driveways, parking areas, fences, walls, hedges, plantings, planted trees and shrubs and all other structures or landscaping improvements of every type and kind constructed on any Lot; further, including any device or implement that is permanently installed on any part or portion of any lot.

Section 12. "Lot" shall mean any parcel of real property designated as a Lot on the subdivision map.

Section 13. "Member" shall mean any person who is a Member of the Association. Every Owner of every Lot, developed or undeveloped, improved or unimproved, shall be a Member.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of equitable or beneficial title (or legal title if same has merged) of any Lot. The foregoing does not include person or entities who hold an interest in any Lot merely as security for the performance of an obligation. For the purposes of ARTICLE III only, unless the context otherwise requires, "Owner" shall also include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. For the purposes of this Declaration of Covenants, the Developer shall not be considered an Owner.

Section 15. "Purchaser" shall mean any person who acquires any Lot.

Section 16. "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or having a guardian/ward relationship created by decree of the Probate Court or any other

court of competent jurisdiction, or a group of not more than three persons not all so related, who maintain a common household in a dwelling.

Section 17. "Single Family Residence" shall mean a dwelling construction in accordance with the restrictions and conditions set forth in ARTICLE III hereof.

Section 18. "Single Family Residential Use" shall mean the occupation or use of a Single Family Residence in conformity with this Declaration.

Section 19. "Subdivision" shall mean The Reserve at Lake Guntersville Subdivision as evidenced by the subdivision map.

Section 20. "Subdivision Map" shall mean the recorded map or plat of The Reserve at Lake Guntersville, and sometimes referred to as Subdivision Plat, covering any and all real property referred to in this Declaration, together with any additions, amendments or supplements thereto as the same is recorded in Plat Book 8 at Pages 362 and 362A in the Probate Office of Marshall County, Alabama.

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

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

Section 1. The Declarant intends to sell and convey the Lots to Purchasers, subject to this Declaration and any subsequent amendment or supplement thereto. All of the provisions of this Declaration shall run with the Properties for all purposes and shall be binding upon and inure to the benefit of Declarant, all Owners, their heirs, successors and assigns. This Declaration is declared and agreed to be in furtherance of a general plan for the subdivision and improvement of the Properties and is established for the purpose of enhancing and protecting the value, desirability, marketability and attractiveness thereof.

## **ARTICLE III – LAND USE, CLASSIFICATIONS, PERMITTED USES AND RESTRICTIONS**

Section 1. Permitted Uses and Restrictions. The Permitted Uses, easements and restrictions for the properties shall be as follows:

- a. Single Family Residential Use. Except as otherwise provided herein, all lots shall be used, improved and devoted exclusively to Single Family Residential Use. Notwithstanding anything to the contrary, a Lot Owner may maintain an in-home business as long as said in-home business does not involve unreasonable additional

traffic to the Lot, and which in-home business does not violate any Federal, State, County or City laws or regulations. In addition, each Owner, other than the Developer, of a Lot, whether vacant or occupied, shall keep and maintain his or her lot and the exterior of any and all improvements located thereon in a neat, attractive and safe condition.

- b. One Dwelling Per Lot. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed 2.5 stories in height. No Lot may be further subdivided except where such subdivided portion is made a part and parcel of a contiguous Lot. In the sole discretion of the Architectural Committee, other accessory structures may be permitted upon the written request of the property owner and approval of the Architectural Committee.
  
- c. Construction Plans. No improvement shall be commenced, erected, placed, altered, added to or improved on any lot until a complete set of the construction plans and specifications and a plan showing the location of any structure and all improvements on the lot have been submitted to, and approved, in writing, by the Architectural Committee. The set of plans will be retained by the Committee and shall include floor plans, exterior elevations, material details, setting and landscaping plans. The Architectural Committee shall have responsibility to ensure that no improvement, whether building construction or landscaping, shall be initiated unless the quality and appearance of such improvement is compatible with neighborhood standards. The Architectural Committee shall have the right to establish reasonable procedures relating to the approval of construction plans, specifications, and/or landscape plans. The Architectural Committee shall have the right to refuse to approve any plans or specifications or landscape plans which are not reasonably suitable or desirable, in its opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building or other structure, and of the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure as planned, on the appearance from neighboring property. Notwithstanding that improvements meet or exceed specified minimum size requirements, the quality and attractiveness of every improvement must also meet high neighborhood standards and the Architectural Committee is hereby granted broad discretion in judging the compatibility of proposed improvements for the neighborhood. In any case, it is intended that the Architectural Committee will not



approve plans, materials or specifications that do not conform to the following requirements:

1. Minimum Size. No residence shall be erected upon or allowed to occupy any lot unless the area of the heated main structure, exclusive of open porches, screen porches, basements, garages, attached garages and decks is not less than 2,700 square feet;

The Committee, in its deliberations, will consider the following factors in this regard:

- a. That the finished ceiling height is not less than eight feet;
  - b. That the exterior grade of the dwelling is such that said finished area is located substantially above ground level;
  - c. That the exterior finish of said basement area is in substantial conformity with the exterior finish of the remainder of the dwelling;
  - d. That basement windows, in such finished area, are similar in size, number and location to windows located in the remaining portions of the building.
2. Exterior Materials. Approved exterior finishes include brick, stone, stucco, synthetic plaster such as "dryvit", wood planking, hardie board and such other materials as may be approved by the Architectural Committee. In no case will exposed concrete block, cinder block, particle board, pressboard, plywood, or plastic be allowed and approved. All vents, roof caps, and flashing extending above the roof line must be painted to match the roof color and vents extending through the exterior walls must be painted to match the exterior walls. With the exception of decks and exterior doors, which may be stained, all exterior wood surfaces shall be painted. The size, color and application of exterior materials, including mortar, are subject to approval by the Architectural Committee.
  3. Windows and Doors. No bright finished or bright plated metal exterior door, screen door, window, window screen, louver, or other closure may be used. However, a factory painted or any anodized finish may be used, the color of which must be approved by the Architectural Committee.

4. Roofing Material. Roofing material and color are subject to Architectural Committee approval.
5. Mailboxes. All Mailboxes shall be approved by the Architectural Committee.
6. Heating, Ventilation, and Air Conditioning. Heating, ventilation or air conditioning units visible from any street shall be screened by approved materials or planting of a density and height to effectively conceal the unit. In no case will a window air conditioning unit be visible from any street.
7. Fencing. All fencing must be of brick, stone, or wrought iron, or other material approved for exterior construction. Wood fencing may be allowed provided that wood used is of the highest quality and approved by the Architectural Committee. The use of chain link or other like metal fencing will not be permitted except where installed behind an approved wood fence and, provided, that said chain link or metal fencing is black, charcoal, dark brown or some other color, as approved by the Architectural Committee. No fencing, of any type, shall be installed prior to the receipt of written Architectural Committee approval as to both materials and location.
8. Screened Porches and Screen Material. All screened porches and screens must have a dark color or anodized finish screen. Bright color silver finish screens are not permitted.
9. Site Location. Residences shall be erected and oriented in such a manner as the owner may choose subject, however, to the approval of the Architectural Committee. All construction shall be subject to the minimum building set back lines and drainage easements as indicated on the Subdivision Map.

For the purpose of this covenant, neither Architectural Committee approved fences, driveways or sidewalks nor eaves, steps or other minor projections extending beyond the foundation, shall be considered as part of the building, provided, however, that this provision shall not be construed to permit any portion of a building on a lot to encroach on another lot. Ordinarily all residences should be constructed as nearly as possible in a location equidistant between the side lot lines to the extent practicable considering the house plan, the garage location, the site plan, and the lot topography. In the event the Architectural Committee shall

decide, in its sole and absolute discretion, that strict enforcement of the set back lines and distances or other provisions contained in this paragraph or on the recorded plat of the subdivision, would work unnecessary hardship in any specific case, then the Architectural Committee shall have the right to waive such requirements contained herein by providing written notification of such waiver to the lot owner.

10. Garages. Garage doors will not face any street. Recognizing, however, that there may be cases where this requirement creates unnecessary hardship, the Architectural Committee, by unanimous consent, may waive this requirement provided that:
  - a. The front most portion of the garage lies to the rear of a line drawn from one side of the lot to the other side of the lot through the center of the dwelling, and
  - b. The garage has a separate entry door for the passage of pedestrian traffic.

In any case where the Architectural Committee grants approval for garage doors to face any street, pursuant to the above requirements, the garage doors must remain in a closed position at all times except when entering or exiting.

11. All decisions of the Architectural Committee shall be final and no owner or any other party shall have recourse against the Architectural Committee for its refusal to approve any such plans and specifications or plot plan. In the event the Architectural Committee shall fail to approve or disapprove any plans or specifications within forty-five (45) days after submission, then such plans or specifications will be deemed to have been approved and the Owner may proceed with his proposed improvements, alterations, repairs, excavation or other work.
12. Tree Removal. Healthy trees measuring four (4) inches or more in diameter at a point two feet above ground level may not be removed without the written approval of the Architectural Committee unless located within twenty (20) feet of a building or the approved site for a building or pool or within the path of a driveway or walkway.
13. Utilities Serving the Premises. Utilities servicing all single-family residences shall be placed underground. Further, all utilities servicing any boathouses or water use facilities shall

run underground to the boundaries of Guntersville Lake. Utilities from the boundaries of Guntersville Lake to the boathouse or water use facility shall be installed in such a way as to ensure that no lines, cables, conduit, or conduit casings are visible and such shall be encased within the framework of the pier servicing the boathouse or water use facility.

14. Construction Activities.
  - a. Best Management Practices. All contractors and Owners must exercise "Best Management Practices" as that term is defined by the Alabama Department of Environmental Management (ADEM) or as may be otherwise required by the Committee.
  - b. Construction Vehicles. All construction vehicles shall be used and parked in such a way as to not to damage any of the improvements, roads, curbs, gutters and other matters. All construction debris shall be kept clean and removed in a timely fashion.
  - c. Construction Sanitary Practices. All construction sites shall provide reasonable access to an enclosed portable bathroom.
15. Driveways. All driveway surface material must be approved by the Committee and all driveways must be surfaced within sixty (60) days of initial occupancy of any dwelling. The owner of a lot will repair any damage to concrete curb and gutter resulting from construction or opening of a driveway within sixty (60) days from the date the damage was inflicted. Such repair will be performed in a good and workmanlike manner and shall utilize, as nearly as possible, the same materials utilized in the original construction of the curb and gutter. Any drainpipe installed under any driveway shall be finished by completing construction of abutments on both ends of the drainpipe, in concrete or in such other material as may be approved by the Architectural Committee. In no case will a driveway, road or easement be permitted for the purpose of providing access to any property not a part of the Subdivision.
16. Landscaping and Lawn Maintenance. Landscaping work must be completed within sixty (60) days of initial occupancy of any dwelling unless a delay is granted by the Architectural Committee due to compelling circumstances. Each Owner of a Lot within the Properties shall properly maintain his yard



and keep his property free of trash or other unsightly materials. Landscaping of any Lot shall be subject to the requirement of, and approval by, the Architectural Committee as herein provided.

17. Garbage Containers. All garbage containers shall be of a dark color except in cases where the garbage containers are placed in wood enclosures of a design and construction matching the house or unless sunken garbage containers are used. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection, and such containers shall be placed in an appropriate place for pickup only on scheduled pickup days and shall be removed to a non-visible storage area reasonably soon after such pickup.
18. Signs. One sign and/or one real estate sign, of a design and size approved by the Architectural Committee, designating lot, block and/or street address and realtor, may be placed on each lot. Otherwise, signs are prohibited. In addition, political signs not to exceed four (4) square feet may be placed on a Lot within fifty (50) days of an election but must be removed immediately upon the conclusion of said election.
19. Miscellaneous Vehicles. Boats, trailers, campers, motor homes, and like vehicles and all unlicensed vehicles must be parked so that they are not visible from any street. Such may, however, be visible from Gunter'sville Lake. Architectural Committee approved fencing of an Architectural Committee approved design must be used to completely screen any such vehicle except in cases where such vehicle is completely enclosed in an Architectural Committee approved garage or other approved structure. No vehicle, except for non-commercial, licensed, passenger vehicles having a gross weight of less than 10,000 pounds, displaying no commercial signage, may be permanently stored or regularly parked in any unenclosed or open location. All vehicles regularly parked on a property must have an approved, permanent surfaced, parking space.
20. All outside antennas, ham radio antennas and satellite dishes, receivers or transmitters are prohibited, except as may be approved by the Architectural Committee. Notwithstanding the foregoing, satellite dishes not to exceed 3 feet in diameter may be located at any location on the Lot to assist in avoiding trees and other obstacles that would impair satellite uplink.

21. **Offensive Activities.** Unless otherwise provided herein, no trade or business and no noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
22. **Mobile Homes.** Mobile Homes, manufactured housing, and trailers are prohibited. No structure of a temporary character, tent, garage, barn or any other outbuilding shall be used at any time as a residence either temporarily or permanently.
23. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats or other household pets, provided that they are not kept, bred or maintained for any commercial purposes. Further provided that dogs, cats or other household pets are not permitted to run at large and do not unreasonably interfere with the enjoyment by other Lot Owners of the use of his property. Provided further that, in no case, will any vicious animal be permitted to be raised, bred or kept on any lot.
24. **Clothes Lines.** Outdoor clothes lines are prohibited, except as specifically approved by the Architectural Committee, in locations not visible from any road or lake.
25. **Business Activities.** Unless otherwise provided herein, no trade or business activity may be operated or carried on any Lot except for normal home occupation type activities which do not attract an unreasonably large number of members of the public for the conduct of that trade or business.
26. **Repair of Buildings.** No building, structure, boathouse or water use facility within the Properties shall be permitted to fall into disrepair, and each such shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
27. **Tennis Courts, in-ground swimming pools, outdoor living areas, basketball goals and other recreational and/or playground equipment** are permitted, provided that such recreational type improvement shall not be erected, installed, moved or altered on any Lot without the prior written approval of the plans and specifications for such structures and the location of such structures by the Architectural Committee. All swimming pools shall have attractive fencing

around the pool, which fencing shall be approved by the Architectural Committee.

28. Declarant's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Declarant, or its duly authorized agents, of structures, improvements or signs necessary or convenient to the development, sale, operation or other disposition of the Lots.

Section 2. Contiguous Lots. In the event that an Owner acquires contiguous lots and wishes to treat such contiguous lots as a single Lot for purposes of use and improvement, then such Owner shall be permitted to make improvements to such contiguous Lots as though such Lots constituted a single Lot and, after the consummation of such improvements, as approved in advance by the Architectural Committee, such Lots shall be deemed to be a single Lot for all purposes of this Declaration. Notwithstanding anything to the contrary, such will not be considered as a single Lot as it relates to the Association and voting rights in the Association.

Section 3. Variances and Amendments of Declaration. The restrictive covenants set forth herein may be waived by the Architectural Committee with respect to any given Lot for the benefit of such Lot, provided that no restrictive covenant shall be waived unless the Architectural Committee shall set forth in writing its unanimous determination that such waiver is consistent with the objectives of this Declaration and is not detrimental to any Lot or to any of the Common Areas.

#### **ARTICLE IV – COVENANTS FOR MAINTENANCE CHARGES**

Section 1. Intentionally removed.

Section 2. Each Owner, by acceptance of a deed for any of the Lots, whether improved or undeveloped, is deemed to covenant and agree to pay to the Association:

- a. Annual charges;
- b. 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 Lot 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 charge became due. The personal obligation for delinquent charges shall not pass to his successors in title unless expressly assumed by them. The lien on the Lot in favor of the Association shall remain a lien on the Lot until paid

in full, and any purchaser purchasing a Lot on which an Association lien has been filed shall take the Lot encumbered by the lien until the lien is paid in full.

Section 3. The charges levied by the Association shall be used exclusively for the improvement and maintenance of the Common Areas, and all improvements directly or indirectly related thereto.

Section 4. Notwithstanding the above restriction on use of funds, the said funds may, to the extent of the excess of accumulated surplus over the total amount of regular charges for the preceding year, be used for capital expenditures to benefit the Common Area and fulfill the purposes of the Association.

Section 5. 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, repair or replacement of any capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such charge shall have the assent of two-thirds (2/3) of the votes of the Members (voting in person or by proxy) at a meeting duly called for that purpose.

Section 6. Annual and special charges must be fixed at a uniform rate for all Lots, excluding Lots owned by the Declarant, and may be collected on a quarterly or annual basis as determined by the Board.

Section 7. Each Owner is and shall be deemed to covenant and agree to pay to 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 pay reasonable attorney's fees and costs thereby incurred in addition to any other accounts due or any other relief or remedy obtained against said Owner. All charges, unless a longer time is otherwise specified, shall be due ten (10) days after the date of said charge and the Association shall charge a five percent (5%) late fee. In the event of a default in payment of any such charge when due, in which case the charge shall be deemed delinquent, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or without any limitation of the foregoing, by either or both of the following procedures:

1. Enforcement by Suit. The Board may cause a suit at law to be commenced 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.

2. Enforcement by Lien. There is hereby created a right in favor of the Association creating 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 and any and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within sixty (60) 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 said delinquency. Each default shall constitute a separate basis for a demand or claim of 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 with the Judge of Probate of Marshall County such a claim of lien on behalf of the Association against the property of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

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

Upon recordation of a duly executed original or copy of such a claim of lien, and mailing a copy thereof to said Owner, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the property against which such was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only for real property ad valorem taxes owed to the Revenue Commissioner of Marshall County, charges on any property in favor of any municipal or other governmental assessing unit, and the liens which are specifically described in paragraph 3 below. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the non-judicial 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. Any non-judicial foreclosure shall be advertised by placing a foreclosure notice in a newspaper of general circulation in Marshall County, Alabama, once a week for three (3) successive weeks. Whether such foreclosure is by action or in court or by non-judicial foreclosure pursuant to Alabama law, 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. Each Owner further waives, as to the lien created herein, demand, presentment, protest, notice of protest and all rights of exemption under the Constitution and laws of the State of Alabama.

3. Subordination of the Lien to Mortgages. The lien of the charges provided for herein shall be subordinate to the lien of any first mortgage and shall be subordinate to the lien of any second mortgage provided that said second mortgage is in favor of a State or a Federally licensed financial institution. Sale or transfer of any property shall not affect the charge lien. However, the sale or transfer of any property pursuant to mortgage foreclosure or any proceedings in lieu thereof, 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.

## **ARTICLE V – ARCHITECTURAL COMMITTEE**

Section 1. Organization, Power of Appointment and Removal. There shall be an Architectural Committee organized as follows:

- a. Committee Composition. The Architectural Committee shall consist of three (3) members, being a Chairman and two (2) additional members. None of such members shall be required to be an architect or to meet any other particular qualifications for membership.
- b. Quorum and Meetings of Members. The Architectural Committee shall meet upon the call of the Chairman or of any two members. At any meeting, two members shall constitute a quorum.
- c. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee:
  1. Patrick Lawler
  2. (To be determined at a later date)
  3. (To be determined at a later date)

- d. Term of Office. Unless the initial members of the Architectural Committee have resigned or been removed, their terms of office shall be for a term of three years, expiring three (3) years from the date hereof, and until the appointment of their respective successors. Thereafter the term of each Architectural Committee member appointed shall be for a period of three years and until the appointment of his successor. Any new member appointed to replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.
- e. Appointment and Removal. The right to appoint and remove all members of the Architectural Committee at any time, shall be and is hereby vested solely by the majority vote of all lot owners in the subdivision. Each owner shall have one (1) vote for each lot owned.
- f. Resignations. Any member of the Architectural Committee may at any time resign from the Architectural Committee by giving written notice thereof to Declarant.
- g. Vacancies. Vacancies on the Architectural Committee, however caused, shall be filled by the remaining members of the Architectural Committee. A vacancy or vacancies on the Architectural Committee shall be deemed to exist in case of death, resignation or removal of any member.

Section 2. Duties. It shall be the duty of the Architectural Committee to consider and act upon any and all proposals or plans submitted to it pursuant to the terms hereof, to adopt Architectural Committee Rules, to perform other duties delegated to it by the Declarant, and to carry out all other duties imposed upon it by this Declaration.

Section 3. Meetings and Compensation. The Architectural Committee shall meet from time to time when plans are submitted for approval or questions arise. The vote or written consent of the Architectural Committee, at a meeting, shall constitute the act of the Architectural Committee unless the unanimous decision of the Architectural Committee is required by any other provision of this Declaration. For purposes of this Article, the term "unanimous" means any two (2) members.

Section 4. Architectural Committee Rules. The Architectural Committee may, but shall not be required, from time to time, and in its sole and absolute discretion, adopt, amend and repeal, by unanimous vote or written consent, rules and regulations, to be known as "Architectural Committee Rules".

Section 5. Waiver. The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specifications or matter subsequently submitted for approval.

Section 6. Liability. Neither the Architectural Committee nor any member thereof shall be liable to any Owner or to any other party, for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval or disapproval of any plans, drawings, or specifications whether or not defective;
- b. The construction or performance of any work, whether or not pursuant to approved plans, drawing and specifications;
- c. The development of any property;

Section 7. Consulting with Owners. Without in any way limited the generality of any of the foregoing provisions of this Article, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of any Owner with respect to any plans, drawings, specifications, or any other proposal submitted to the Architectural Committee.

## **ARTICLE VI – GENERAL PROVISIONS**

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Should any violation of these Covenants exist for a year or more, then such violation shall be deemed waived and such violation shall not be deemed an impairment or a title exception. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, the Association shall have no authority to enforce these Covenants and Restrictions, nor shall the Association have any power or authority to perform any action required or allowed under this Declaration of Covenants, until the rights of the Developer are terminated under the provisions herein.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land and shall insure to the benefit of and be enforced by the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years.



- a. Amendment by the Owners. This Declaration may be amended during the first twenty (20) years by an instrument signed by a number of Owners having ownership of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by a number of Owners having ownership of not less than seventy-five percent (75%) of the Lots. Any amendment must be filed for record in the Probate Office of Marshall County, Alabama. Notwithstanding the foregoing, so long as Declarant is the owner of any Lot or of any portion of the properties, no such amendment will be effective unless and until approved by the Declarant.
  
- b. Amendment by the Declarant. In addition to any other provisions for amendment of these Declarations, so long as the Declarant is the owner of any Lot or of any portion of the Properties, the Declarant may amend this Declaration by the filing of an instrument of record in the Probate Office of Marshall County, Alabama, without the approval of any Owner. Provided, however, that in the event such amendment would materially and adversely affect or alter the title to any Lot or the use and enjoyment of any Lot or Improvement located thereon, then and in that event, the affirmative consent of the Owners of fifty percent (50%) of the Lots (including one vote for each lot owned by the Declarant) shall be required prior to said amendment becoming effective. Provided further, that should such amendment materially and adversely affect or alter the title of any mortgagee of any Lot or any portion of the Properties, then and in that even, the consent of said mortgagee shall be required prior to said amendment becoming effective. Any mortgagee of any Lot or of any portion of the Properties, by accepting a mortgage on the same, agrees to be bound by the provisions of this Declaration and by any properly obtained and executed amendments to this Declaration, except for amendments which have not been signed by such mortgagee and which are specifically required by these Declarations to be signed by the mortgagee. Further all Owners, Mortgagees and Declarant, by acceptance of a deed or a mortgage, on any Lot, agree that, if requested by Declarant, they will execute any instrument amending these Declarations if such amendments are necessary to:
  - i. Comply with any provision of any law, regulation, ordinance, rule or decision of any governmental body, governmental agency or court;
  - ii. Obtain title insurance from any reputable title insurance company in regard to any Lot or any portion of the Properties;

- iii. Comply with the reasonable requirements of any reputable institutional mortgagee in order to induce said mortgagee to grant a loan secured by any Lot or any portion of the Properties; or
- iv. Comply with the reasonable requirement of any governmental agency or reputable private institutional mortgage insurance company to insure the mortgage on any Lot or any portion of the Properties.

Section 4. Termination of Developer's Rights. The rights created herein in favor of the Developer, also sometimes referred to herein as Declarant, relating to the operation and management of the Association, shall terminate upon the happening of any one (1) of the following events:

1. The Developer has fully developed all phase or phases on the Lewis Mountain Tract and owns no more Lots therein.
2. Developer unilaterally elects to voluntarily relinquish all rights herein and consent to the termination thereof.

Section 5. Violations and Nuisance. Every act or omission whereby any provisions of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, any Owner or Owners of Lots, or by the respective agents, contractors or invitees of any. A violation of these restrictions and covenants, or any one of them, shall not affect the lien of any mortgage now of record, or which may hereafter be placed on record upon said Lots or any part thereof.

Section 6. Violation of Law. Any violation of any state, county, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupation or use of the Properties is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedure set forth herein.

Section 7. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

Section 8. Delivery of Notices and Documents. Any written notice or other documents relating to or required by this Declaration may be delivered either personally or by mail.

IN WITNESS WHEREOF, P Lawler Enterprises, Ltd, a Texas limited partnership, the owner of all of the property made the subject of this Declaration has causes its name to be signed and its corporate seal to be affixed this 8<sup>th</sup> day of September, 2016.

P LAWLER ENTERPRISES, LTD,  
a Texas limited partnership  
By: Lawler Ventures, Inc.,  
a Texas corporation,  
its General Partner

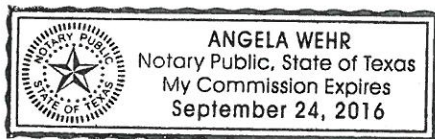


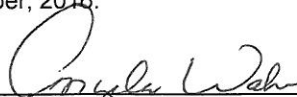
By: Patrick E. Lawler  
As its: President

STATE OF Texas  
Dallas COUNTY

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County and State, hereby certify that PATRICK E. LAWLER, as President of Lawler Ventures, Inc., a Texas Corporation, as General Partner of P Lawler Enterprises, LTD, a Texas Limited Partnership, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.  
5GIVEN under my hand and seal on this the 8 day of September, 2016.



  
NOTARY PUBLIC  
My Commission Expires: 9-24-16

This document prepared by:

David Lee Jones  
Jones Milwee & Cameron, LLC  
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