

**RESTRICTIVE COVENANTS  
FOR BELLE VISTA SUBDIVISION - PHASE I**

Recording Fee 50.00  
TOTAL 50.00

WHEREAS, the undersigned, Belle Vista Developers, LLC, an Alabama limited liability company (which together with its successors and assigns, is hereinafter referred to as "Developer") is the owner of all of that certain real property situated in Colbert County, Alabama, which is more particularly described as Belle Vista Subdivision - Phase I, as the same is recorded in the office of the Probate Judge of Colbert County, Alabama in Map Cabinet C-168, Pages 1 and 2, (the "Property"). All lots shown on the subdivision plat (the "Subdivision Plat") for the Property are hereinafter referred to individually as a "Lot" and collectively as "Lots"; and

WHEREAS, the Developer desires to subject all of the Property and each Lot located thereon to the easements, covenants, conditions, assessments, limitations, and restrictions hereinafter set forth;

NOW THEREFORE, Developer does hereby expressly adopt the covenants and limitations for the Property as set forth in these Protective Covenants and does hereby declare that the Property and each Lot located within the Property shall be and the same are hereby subject to the following easements, covenants, conditions, assessments, limitations, and restrictions.

**ARTICLE 1**  
**DEFINITIONS**

1.01 "Association" shall mean and refer to "Belle Vista Homeowners Association" and its successors and assigns.

1.02 "Owner" shall mean and refer to the record owner, its heirs, successors and assigns, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.03 "Property" shall mean Belle Vista Subdivision - Phase I, as the same is recorded in the office of the Judge of Probate of Colbert County, Alabama in Map Cabinet C-168 Pages 1 and 2.

1.04 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property and any common area now existing and designated as Open Space on the plat of the subdivision or which may hereafter be annexed.

1.05 "Committee" shall mean the Architectural Review Committee created by Article 4 hereof.

**ARTICLE 2**  
**EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

2.01 All Lots shall be known and described as residential Lots and shall be used for single family residential purposes exclusively. No Lot shall be subdivided or re-subdivided without the prior written approval of Developer.

2.02 No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) detached single family dwelling not to exceed two and one half (2-1/2) stories, a private garage, and other outbuildings incidental to and necessary for proper residential use of the Lot. No mobile home or modular housing is allowed. Separate garage buildings or other out buildings are permitted if approved by the Committee and must conform to the general nature and character of the subdivision.

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

2.04 Each Lot and any dwelling, building, or other structure constructed or placed thereon shall be subject to the following minimum setbacks:

Front: Twenty (20) feet from dedicated, road right-of-way;  
Side: Ten (10) feet from side Lot line.  
Rear: Twenty five (25) feet from the rear Lot line.

2.05 No Lot shall be used except for single-family residential purposes. No dwelling shall be erected on any Lot without the approval of the Committee. All plans shall conform to minimum heated living space as follows:

Water Front Lots – 2,200 sq. ft. if built as a one story dwelling and 2,500 sq. ft. if built as a two story dwelling, with a minimum of 1800 sq. ft. located on the first floor.

All Other Lots – 1,800 sq. ft. if built as a one story dwelling and 2,000 sq. feet if built as a two story dwelling, with a minimum of 1,600 sq. ft. located on the first floor.

2.06 The entrance ways to the Development, all areas on the recorded Subdivision Plat which are depicted as common area or beautified easements and any and all other areas or improvements within the Development which Developer may from time to time in its sole discretion designate as common areas within the Development, shall be, for

the purpose of maintenance and upkeep, considered common area, (collectively, the "Common Area"), and shall be maintained by the Association, Inc. as hereinafter provided.

### **ARTICLE 3**

#### **GENERAL REQUIREMENTS**

3.01 It shall be the responsibility of Owner to prevent any unclean, unsightly, or unkept conditions of any dwelling buildings or grounds on such Owner's Lot which may tend to decrease the beauty of the specific area of the neighborhood as a whole. Any and all dwellings, buildings, structures, and any other improvements or any nature to any Lot much be approved by the Committee.

3.02 No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of any Lot or the Property, including vacant Lots or Common Areas. Developer, for itself and the Association reserves the right (after ten (10) days prior to written notice to an Owner) to enter any Lot during normal working hours for the purpose of removing such refuse pile or unsightly object therefrom which, in the sole opinion of either Developer or the Association, detracts from the overall beauty and safety of the Property, and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided.

3.03 No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs and/or cats and other indoor household pets may be kept on each Lot provided they are not kept, bred, or maintained for any commercial purpose. No such animals shall be permitted to run at large and shall be kept on a leash at all times when they are allowed off of their owner's property.

3.04 No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to the other Owners, or which would be in violation of any applicable governmental law, ordinance or regulation.

3.05 Except as authorized in Section 2.03 above, no structure of a temporary character, trailer, basement, tent, or shack shall be used at any time as a residence either temporarily or permanently or otherwise allowed to remain on any Lot without the Committee's written approval. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling is completed and a Certificate of Occupancy for such dwelling has been issued by the appropriate governmental authorities.

3.06 No sign of any kind (except "For Sale" signs no larger than 2' x 3') shall be displayed to public view on any Lot except as may be approved by the Committee. All signs shall comply with the design specifications of the Committee. No signs shall be nailed to trees, unless approved by Committee. No signs shall be allowed in the subdivision which purport to "direct" persons to lots for sale within the subdivision.

3.07 When, on any Lot, the construction of any dwelling or other building is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot should be completed within twelve (12) months.

3.08 Outside HVAC units may be located in the rear yard or within any side yard. Utility meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street.

3.09 Any LP Propane Tanks located on or in the property must be buried according to manufacturer and county specifications.

3.10 No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, or otherwise, shall show above ground or from exterior of any dwelling.

3.11 Any dwelling, garage or outbuilding constructed on any Lot must be constructed and/or finished of wood, brick, stone, fiber cement board (Hardie Plank) or some combination thereof. However, any trim, fosset, or overhang, may be finished with vinyl or aluminum siding.

3.12 Wood, stone, brick, and wrought iron fencing may be utilized on any Lot with prior written approval of the same by the Committee. Any such fencing must conform to the architectural style of the dwelling located on the Lot on which the fencing is to be installed. If fencing is not finished on both sides, the finished side must be to the outside, if it faces and street or house.

3.13 No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards and recommendations of all applicable state and local public health authorities. Written approval of such system to be installed shall be obtained from such authority and from the Committee.

3.14 No automobiles or other vehicles shall be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles, and travel trailers must be either parked or stored in the basement or garage of a dwelling or within a completely enclosed structure, which such structure must be approved by the Committee. No tractor trailer trucks, panel vans, or other commercial vehicles in excess of one (1) ton classification shall be parked or stored on any Lot or Common Area, except during initial construction of a dwelling or other building on a Lot.

3.15 No satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless first approved in writing by the Committee, except that eighteen (18)

inch digital receivers may be placed on the dwelling as long as it is not visible from the street.

3.16 No individual sewage disposal system shall be permitted on any Lot unless such system is designated, located, and constructed in accordance with the requirements, standards, and recommendations of all applicable state and local health authorities. Written approval of such system to be installed shall be obtained from such authority.

3.17 Upon the completion of the dwelling, all front and side yards which are not left in a natural state shall be landscaped with sod and other landscaping approved by the Committee. The rear yard may be seeded or sprigged.

3.18 All roofs including materials and roof pitches must be approved with submittal of the house plans to the architectural review committee.

3.19 All porches on the front and sides of any dwelling shall be supported by the foundation of the dwelling, unless otherwise approved by the Committee.

3.20 All driveways visible from the street must be of concrete finish.

3.21 All mailbox posts are to be of a style and type approved by the Committee. All residential dwellings must have a mailbox.

3.22 No lot shall be cultivated for crops of any kind, except gardens of reasonable size, which are to be located at the rear of a dwelling and shall not be visible from any public street.

3.23 During all construction, all vehicles, including those delivering supplies, must enter each Lot on the driveway only so as not to unnecessarily damage trees, street paving, and curbs. Any damage not repaired by the Owner or his contractor will be repaired by the Developer or the Committee (after ten (10) days written notice to Owner) and will be charged to the Owner of such lot at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided. During construction, all Owners must keep the homes, garages, and building sites clean and attractive. No construction debris shall be dumped in any area of the Property or Common Area.

3.24 Except with prior written consent of Developer or Association, no Lot shall be sold or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or in close proximity with the Property.

3.25 Motorized vehicular traffic of any type is strictly prohibited on any Common Area except as may be required by the Developer or Association for maintenance or construction and except traffic of any type which may be later approved in writing by the Association.

3.26 No above ground swimming pools shall be allowed on any Lot. No statues, water fountains, bird baths, flagpoles, or furniture shall be placed or maintained on the front or side yard of any Lot. Outside clothes lines and other facilities for drying or airing clothes are prohibited. No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or otherwise impede or limit access to the same.

#### **ARTICLE 4**

#### **ARCHITECTURAL REVIEW COMMITTEE**

4.01 The Committee will consist of no more than (5) persons who will be designated and may be removed at any time by the Developer, until such time as Developer relinquishes in writing the authority to appoint members to the Committee to the Association. At such time as Developer no longer owns any Lot within the Property or upon Developer's written notice to the Association that it no longer desires to exercise the right to appoint or remove members of the Committee, then the Board of Directors of the Association shall have the right to appoint and terminate, with or without cause, all members of the Committee.

4.02 All plans and specifications, including plot plans, grading and draining plans for any improvements to a Lot, exterior materials, texture and color selections for any dwellings or other buildings, and the plans for all mailboxes and entrance columns serving any Lot within the property shall be first filed with and approved by the Committee before any construction is commenced on such Lot. The Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary.

4.03. The authority to review and approve plans and specifications as provided herein is a right and not an obligation. Owners (and their respective contractors) shall have the sole obligation to oversee and construct dwellings in accordance with the restrictions hereof and the plans and improvements of any nature shall not be constructed, erected, placed or maintained on any Lot until such time as the Committee has approved in writing the plans therefor. The Committee shall have the right to establish and amend from time to time written rules, regulations, and standards governing polices, guidelines, and minimum requirements relating to the construction and alteration of any dwellings or other improvements on any Lot, as well as the content and types of information required to be submitted to the Committee for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

4.04 Neither the Committee or 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. **EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, DOES HEREBY WAIVE AND RELEASE THE COMMITTEE AND DEVELOPER AND ANY OF THEIR**

RESPECTIVE AGENTS, OFFICERS, DIRECTORS, MEMBERS, SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY OF ANY NATURE WHATSOEVER INCURRED BY ANY OWNER ON ACCOUNT OF ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED TO OR APPROVED BY THE COMMITTEE, ANY DEFECTS RESULTING IN ANY WORK DONE IN ACCORDANCE WITH SUCH PLANS OR OTHER DATA SUBMITTED PURSUANT TO THE REQUIREMENTS OF ARTICLE 4 AND ANY INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH OWNER'S LOT.

4.06 The Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any owner for approval are acceptable. Any approval granted by the Committee shall be effective only if such approval is in writing. The Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of the Protective Covenants, including, without limitation, purely aesthetic considerations, failure to comply with any of the provisions of the Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Property, objection to location of any proposed improvements on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvements on any Lot or any other matter which in the sole and absolute judgment of the Committee would render the proposed dwelling, or other improvements inharmonious with the general plan of development for the Property. The approval of plans, specifications, and other data for any one specific dwelling shall not be deemed an approval or otherwise obligate the Committee to approve similar plans, specifications or data for any dwelling to be constructed on any Lot within the Property.

4.07 THE PROPERTY MAY BE LOCATED IN AN AREA WHICH INCLUDES UNDERGROUND MINES, TUNNELS, SINKHOLES, OR OTHER SUBSURFACE CONDITIONS. THE APPROVAL OF PLANS AND SPECIFICATIONS BY THE COMMITTEE SHALL NOT BE CONSTRUED IN ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE COMMITTEE OR DEVELOPER THAT THE CONDITIONS OF ANY LOT ARE SUITABLE FOR THE CONSTRUCTION OF A DWELLING OR OTHER STRUCTURES THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUBSURFACE CONDITIONS OF THE LOT. NEITHER DEVELOPER NOR COMMITTEE SHALL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OF SUBSURFACE CONDITIONS AFFECTING A LOT OR ANY PORTION THEREOF, INCLUDING WITHOUT LIMITATIONS, ANY SURFACE OR SUBSURFACE DRAINAGE OR UNDERGROUND MINES, TUNNELS, SINKHOLES, OR OTHER CONDITIONS, OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY LOT.

4.08 The Committee, in its sole and absolute discretion shall have the right to establish, amend, change or modify from time and time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the Committee shall, upon request and at reasonable charges, furnish to any Owner written certificate setting forth whether all necessary Committee approvals have been obtained in connection of any dwelling or other improvements on any Lot.

4.09 The Committee, in its sole and absolute discretion shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Committee shall be in writing and shall be executed by either the chairman or the vice-chairman of the Committee.

4.10 Each and every covenant and restriction contained herein shall be considered to be an independent or separate covenant and agreement, and in the event any one (1) or more of said covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

#### **ARTICLE 5** **BELLE VISTA HOMEOWNERS ASSOCIATION, INC.**

5.01 Every Owner of a Lot within the Property is subject to assessments, as hereinafter provided, and shall be a member of the Association (the Articles of Incorporation for which are recorded in the Probate Office of Colbert County, Alabama). Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot and shall be subject to the provisions of these Protective Covenants and the rules, regulations and by laws of the Association, as the same may be established, modified, and amended from time to time.

5.02 The Association shall have one (1) class of voting membership. All Owners shall be members of the Association and, subject to the rights reserved by Developer in the Articles of Incorporation and by laws of the Association, shall be entitled to one (1) vote for each residential Lot owned. When more than (1) person holds an interest in any Lot, all persons shall be members; however the vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be made for each Lot.

5.03 The Association (with prior written consent of Developer for so long as Developer owns any portion of the Development), shall have the right at any time and from time to time to merge, consolidate, or otherwise transfer all of the rights and obligations of the Association to any other association which has been formed for the benefit of the Owners of any of the Lots within the Property or any real properties situated adjacent to or in close proximity with the Development.

#### **ARTICLE 6** **COVENANT FOR ASSESSMENTS**



6.01 Each Owner of a Lot within the Property, by acceptance of a deed to such Lot, agrees to pay the association: (i) annual assessments or charges levied each year by the association, (ii) special assessments for capital improvements, such as assessments to be established and collected as hereinafter provided, and (iii) individual assessments which may be levied against any Lot and the Owner thereof as a result of as a result of such Owner's failure to comply with the terms of these Protective Covenants. The annual, special, and individual assessments, together with interest, late charges, costs, and reasonable attorney's fees shall also be a charge on each Lot and shall be continuing lien upon each Lot against which such assessment is made, which lien may be enforced in the manner hereinafter provided. Each such assessment, together with interest, late charges, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due or was due.

6.02 The annual and special assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the owners and residents of the Development, for the improvement and maintenance of the Common Area within the Development and the payment of any and all costs and expenses incurred from time to time by the Association, including, without limitation, any "Common Expenses" as defined or hereafter established in the Bylaws of the Association.

6.03 Any expenses incurred by the Committee or the Association in enforcing any of the provisions of these protective Covenants against a specific Owner shall be deemed an individual assessment against the Owner and the respective Lot owned by the Owner. Such individual assessment shall be levied by the Association and shall specify the Owner, which notice shall also specify the due date for the payment of the assessment. The Association is solely responsible for and shall assume all maintenance responsibilities with respect to all Common Area within the Property.

6.04 The Annual assessment for the Property shall commence on June 1 of each year, and shall be paid in advance. The annual assessment shall be established by the Association in accordance with its rules, regulations, and Bylaws. Lots owned by the Developer shall not be subject to assessment by the Association, be it annual, special or individual.

6.05 In addition to the annual assessments, the Association may levy, in any assessment year, a special assessment, 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 a capital improvement upon the Common Area, provided that any such assessment must have the assent and approval of (a) at least fifty-one (51%) of the total votes in the Association, whether voted in person or by proxy, at a meeting duly called for this purpose and (b) for so long as Developer owns any portion of the Development, the approval of the Developer.

6.06 Written notice of any meeting called for the purpose of taking any action authorized under paragraph 6.05 above shall be sent to all Owners not less than thirty (30) days but no more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence, either in person or by proxy of the holders of at least fifty-one percent (51%) or more of all votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the proceeding meeting.

6.07 Both annual and special assessments for all Lots within the Property shall be fixed at a uniform rate

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

6.09 Any assessments (whether annual, special, or individual) which are not paid on or before the due date of the same shall bear interest from and after such due date at a rate equal to the lesser of 18% per annum or the highest rate of which may be charged to such Owner by law. In addition to interest, any assessments not paid by the due date for the same shall be subject to a late charge which the Board of Directors of the Association may from time to time establish. In the event any assessments or other amounts due to the Association are not paid by any Owner when the same comes due, then, in addition to all other rights and remedies provided by law or in equity, the Association, acting through its Board of Directors or through any of its duly authorized officers or representatives may undertake any of the following remedies:

(a) The Association may commence and maintain a suit at law against the Owner for a personal money judgment to enforce all such charges and obligations for assessments and other amounts due to the Association, which amounts shall include the late charge and interest specified above as well as all attorneys' fees, court costs and all expense paid or incurred by the Association in connection therewith; and/or

(b) The Association may enforce the lien created pursuant to Section 6.01 above as herein provided. The lien created pursuant to Section 6.01 above shall secure payment of any and all assessments (annual, special and individual) levied against any Lot or Owner, all late charges and interest as provided above as well as all attorneys' fees, court costs, and all other expenses paid or incurred by the Association in attempting to collect the assessments and in maintaining any legal action in connection therewith. If any assessments and other charges remain unpaid for more than sixty (60) days following the due date of the same, then the Association shall make written demand on defaulting owner, which demand shall state the date and the amount of delinquency. If such delinquency is not paid in full within ten (10) days after the giving of such demand notice, then the Association

may file a claim of a lien against the Lot of such delinquent Owner, which claim shall be executed by any member of the Board of Director of the Association or any officer of the Association and may be foreclosed in the same manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, as the same may be modified or amended from time to time. The Association shall have the right and power to bid at any such foreclosure sale and to purchase, acquire, hold, lease, mortgage, convey, and sell any such Lot purchased at any such foreclosure proceeding. Each Owner, by acceptance of a deed to any Lot, shall be deemed to (i) grant and vest in the Association and/or its agent the right and power to exercise the power of sale granted herein and foreclosure the lien created herein, (ii) grant and vest in the Association and/or its agents the right and power to bring all actions against such Owner personally for the collection of all amounts due from such owner, (iii) expressly waive any objection to the enforcement in foreclosure of the lien created herein and (iv) expressly waive the defense of the statute of limitations which may be applicable to the commencement of any suit or action for foreclosure. No Owner (other than Developer) may waive or otherwise be exempt from the liability to pay the assessments provided herein.

6.10 In addition to the rights and remedies set forth above, if any owner (or his contractor, family members, guests, or invitees) shall violate or attempt to violate any of the covenants and restrictions set forth herein, then Developer, the Association or the Committee, jointly and severally, shall each have the right to prosecute proceedings at law for the recovery of damages against such Owner as a result of such violations or maintain a proceeding in equity against such Owner to enjoin such violation; provided, however, that the rights and remedies set forth herein shall be deemed to be cumulative of all other rights and remedies available at the law or in equity. In any such proceedings, Developer, the Association or the Committee, jointly and severally, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by any of them in such proceedings, as well as interest on all unpaid amounts as specified in Section 6.09 above. The failure of Developer, the Association or the Committee to institute proceedings for any one (1) or more violations of these Protective Covenants shall not constitute approval of the same or be construed as a waiver of any right of action contained herein for the past or future violations of said covenants and restrictions.

**ARTICLE 7**  
**EASEMENTS**

7.01 Developer does hereby establish and reserve for itself, the Association, the Committee, and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purpose of inspecting each Lot and any dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertake any of the action authorized or permitted to be taken by any of them pursuant of these Protective Covenants. Prior to entering the Lot for the purposes described in this Paragraph, the Developer, Association and/or Committee, and

their respective successors and assigns, shall provide Lot Owner notice of such entry via certified mail to the residential address of the Lot. Any such notice given under this Paragraph must notify the Lot Owner of the alleged violation of these Covenants, and shall give the Lot Owner two (2) weeks to cure such violation, calculated from the date of notice.

7.02 Developer does hereby establish and reserve for itself, the Association, the Committee, and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under those portions of any Lot upon which the Developer has reserved an easement, as reflected on the recorded Subdivision Plat for such Lot, which easements may be used for the purpose of installing, erecting, maintaining and using above and below ground utility and cable television lines, poles, wires, cables, conduits, storm sewers sanitary sewers, conveniences, appurtenances, and other utilities.

7.03 Developer does hereby establish and reserve for itself, the Association, the Committee, and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under all portion of the Common Area for the purpose of installing, erecting, maintaining, and using thereon above and below ground utility and cable television lines, pipes, poles, poles, wires, cables, conduits, storm sewers, conveniences, and other utilities.

## **ARTICLE 8**

### **MISCELLANEOUS**

8.01 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any additional property (the "Additional Property") situated adjacent to or in close proximity with the Property to the terms and provisions of these Protective Covenants. Additional Property may be submitted to the provisions of these Protective Covenants by an instrument executed solely by Developer and filed for record in the Probate Office of Colbert County, Alabama, which instrument shall be deemed an amendment to these Protective Covenants which need not to be consented to or approved by any Owner or his mortgagee and which may contain different terms, conditions, restrictions, and provisions from those set forth herein. From and after the date on which an amendment to these Protective Covenants is recorded in the Probate Office of Colbert County, Alabama submitting any Additional Property to the terms and provisions hereof, (a) all references herein to Owner shall include Owners of all Lots within the Property and the Owners of all Lots within such Additional Property, (b) all references herein to the Property shall include the Additional Property and (c) the number of votes in the Association shall be increased by the number of Lots within the Additional Property so that there shall continue to be one (1) vote in the Association per Lot within the Property. In no event shall Developer be obligated to submit any Additional Property to the provisions of these Protective Covenants or to otherwise impose any covenants, conditions or restrictions set forth herein upon any other real property owned by Developer situated adjacent to or in close proximity within the Property.

8.02 The terms and provisions of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, administrators, personal representatives, successors, and assigns and shall ensure to the benefit of Developer, the Committee, the Association, and all of the Owners of any of the Lots within the Property. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.

8.03 It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for a successive periods of ten (10) years, unless, by a vote of at least fifty-one percent (51%) of all votes in the Association, it is agreed to change the same in whole or part.

8.04 Subject to the provisions of paragraphs 8.01 and 8.09 hereof, these covenants and restrictions may be amended or altered (a) solely by Developer during such periods of time as the Developer owns any Lots within the Property, so long as such amendment does not materially and adversely affect or alter any Owner's right to use his Lot or (b) by the (i) vote of fifty-one percent (51%) of all votes in the Association and (ii) written agreement of the Developer.

8.05 All personal pronouns used herein, whether used masculine, feminine or neuter gender, shall include all genders. The use of the singular tense shall include the plural and vice versa.

8.06 Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.

8.07 Notwithstanding anything provided herein the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any third party shall constitute or be deemed a transfer of any of the rights reserved herein to Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.

8.08 Whenever in these Protective Covenants, Developer, the Association, or the Committee has the right to approve, consent to or require any action to be taken, such approval, consent or required action shall, except otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association, or the Committee, as the case may be.

8.09 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, without any obligation or requirement to obtain the consent or approval of any Owners or any of their mortgagees, to (a) add any additional real property to the Property to the extent the same may be developed for Residential Lots, (b) alter,

change or extend any roadways within the Property or alter any street grades of any roads within the Property, without liability to the Owners for any claims for damages resulting from such alterations or changes, and (c) change, modify or adopt different covenants and restrictions which would affect the Residential Lots within other portions of the Development which covenants and restrictions may be different from those set forth in these Protective Covenants. Developer may undertake any of the actions set forth in this paragraph 8.09, including, without limitation, executing and recording amendments to these Protective Covenants with respect to any of the matters described in items (a) through (c) above without the consent or approval of any Owner or his mortgagee. The Protective Covenants shall be applicable only to the Property, and shall not extend to or be binding upon any other real property owned by Developer or any portion of the Development unless expressly subjected to the terms and provisions of these Protective Covenants by an instrument duly executed by Developer and recorded in the office of the Judge of Probate of Colbert County, Alabama.

8.10 Subject to the conditions, restrictions, and other provisions of this Declaration, all agreements, actions, and determinations lawfully authorized by the Board shall be binding upon Owners, their heirs, executors, personal representatives, administrators, successors, and assigns and all others having any interest in the Property. In performing its responsibilities hereunder, the Association, through the Board, shall have the right and authority to delegate to such persons of its choice such duties of the Association as may be determined by the Boards. In furtherance of the foregoing and not in limitation thereof, the Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall deem necessary or desirable for the proper operation of any portion of the Property, whether such personnel are furnished or employed directly by the Association or by independent contract with the Association. All costs and expenses incurred incident to the employment of a manager of the Property or any of the Common Areas shall be a Common Expense. During the term of any such management agreement entered into by the Association with a third party, such manager may, if authorized by the Board, exercise all the powers and shall be responsible for the performance of all of the duties of the Association, excepting any of such powers or duties specifically or exclusively reserved to the Board or the duties specifically and exclusively reserved to the Board or the officers of the Association by the Declaration, the Articles of Incorporation or the Bylaws. Such manager may be an individual, corporation, or other legal entity and may be bonded in such manner as the Board may require, with the costs of such bond to be a Common Expense. In addition to the foregoing, the Association may pay for and the Board may hire and contract such legal and accounting services as are necessary or desirable in connection with the operation of the Development or the enforcement of this Declaration, the Articles of Incorporation, the Bylaws or any rules and regulations of the Association.

8.11 The Association shall and does hereby indemnify, defend, and agree to hold each and every officer, agent, representative, and member of the Board of the Association, including the Developer, harmless from and against any and all expenses, including court cost and reasonable attorney's fees, suffered or paid or incurred by any such officer, agent, representative, or member of the Board in connection with any action, suit or other

proceedings (including the settlement of any suit or proceedings if approved by the Board) to which such person may be made a party by reason of being or having been an officer, agent, representative, or member of the Board of the Association. The officers, agents, representatives and members of the Board of Association shall not be liable for any mistake in judgment, negligence or otherwise except for their own willful misconduct or reckless disregard of duty, as finally determined by a court of competent jurisdiction. The officers, agents, representatives, and members of the Board of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall and does hereby indemnify, defend, and agree to forever hold each such officer, agent, representative and member of the Board harmless from any or all liability to others on account of any such contract or commitment. The indemnification obligations and rights provided herein shall not be exclusive of any other rights to which any officer, agent, representative or member of the Board of the Association may be entitled, including anything provided to the contrary contained in the Articles of Incorporation or the Bylaws. The Association shall maintain adequate general liability and officers and directors liability insurance in order to fulfill its obligations under this section and the costs of such insurance shall constitute a Common Expense.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this the 10<sup>th</sup> day of FEBRUARY, 2012.

BELLE VISTA DEVELOPERS, LLC

By: 

Managing Member

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION  
ARTICLES OF DISSOLUTION

PURPOSE: In order to dissolve a Business Corporation (formerly known as For-Profit Corporation) under Section 10A-1-9.11 and 10A-2-14.03 of the Code of Alabama 1975 these Articles of Dissolution and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the corporation's Certificate of Formation was recorded. The information required in this form is required by Title 10A.

DFRD 2015 20359  
Recorded In Above Book and Page  
07/29/2015 02:06:20 PM  
Daniel Rosser  
Judge Of Probate  
Colbert  
Recording Fee 50.00  
TOTAL 50.00

(For County Probate Office Use Only)

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the corporation's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of \$100.00** and the Judge of Probate's Office will transmit the fees along with a certified copy of the Articles of Dissolution to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your dissolution will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

**This form must be typed or laser printed.**

1. The name of the corporation as recorded on the Certificate of Formation:

Belle Vista Homeowners Association, Inc.

2. Alabama Entity ID Number (Format: 000-000): 569 - 397 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at [www.sos.alabama.gov](http://www.sos.alabama.gov) under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Office Use Only)

This form was prepared by: (type name and full address)



DOMESTIC BUSINESS CORPORATION ARTICLES OF DISSOLUTION

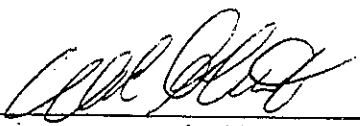
DFRD 2015 20360

3. The date the dissolution was authorized: 07 / 29 / 2015 (format MM/DD/YYYY)

**Item 4, 5, or 6 MUST be checked/completed with any appropriate attachments.**

- 4.  The dissolution was approved by the shareholders. The number of votes entitled to be cast on the proposal to dissolve was \_\_\_\_\_ (this information is required for item a or b). Complete one of the following:
  - a. The total number of votes cast for dissolution was \_\_\_\_\_ and the total number of votes cast against dissolution was \_\_\_\_\_.
  - b. The total number of undisputed votes cast for dissolution was \_\_\_\_\_ which was a sufficient number of votes to approve dissolution.
- 5.  Dissolution by voting groups was required, the information required in item 4 above is provided for each voting group and is attached to and made part of this Articles of Dissolution document.
- 6.  The dissolution was approved by written consent of all shareholders under Section 10A-2-14.02(f) and a copy of the written consent or consents signed by all the shareholders of the corporation is attached to and made part of this Articles of Dissolution document.
- 7. The Articles of Dissolution are effective on the date the document is recorded in the Office of the Judge of Probate. The corporation may file a Revocation of Dissolution with the Office of the Judge of Probate within 120 days of the effective date. After the 120 days for Revocation lapse, a corporation cannot revoke or reinstate it must be filed as a new Certificate of Formation.

7/29/15  
Date (MM/DD/YYYY)

  
Signature as required by 10A-2-1.20

Wade Gilchrist  
Typed Name of Above Signature

Managing Member  
Typed Title/Capacity to Sign under 10A-2-1.20

WRITTEN CONSENT TO THE DISSOLUTION  
OF  
BELLE VISTA HOMEOWNERS ASSOCIATION, INC.

I, THE UNDERSIGNED, being the sole Incorporator, do hereby give my written consent to the dissolution of  
BELLE VISTA HOMEOWNERS ASSOCIATION, INC.

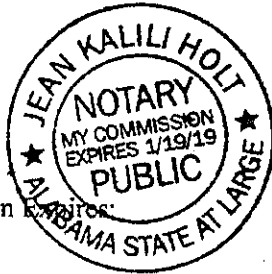
IN WITNESS WHEREOF, I, have affixed my hand this 28th day of June, 2015.

  
\_\_\_\_\_  
WADE GILCHRIST, Incorporator

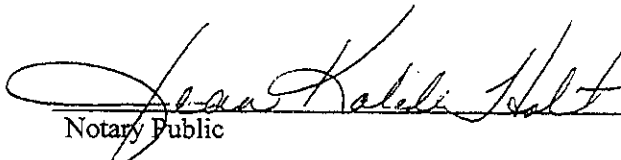
\*\*\*\*\*

STATE OF ALABAMA  
COUNTY OF COLBERT

This instrument was signed, sworn to and acknowledged before me this 28 day of June  
2015 by WADE GILCHRIST, Incorporator of BELLE VISTA HOMEOWNERS  
ASSOCIATION, INC., an Alabama Corporation.



My Commission Expires:

  
\_\_\_\_\_  
Notary Public

Jean Kalili Holt  
MY COMMISSION EXPIRES 01-19-2019