


STATE OF ALABAMA
JEFFERSON COUNTY


20141110001031880 1/11
Bk: LR201418 Pg: 3997
Jefferson County, Alabama.
I certify this instrument filed on:
11/10/2014 03:19:12 PM REST
Judge of Probate- Alan L. King

AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS ("Covenants") FOR HIDDEN TRACE PHASES 1-5, AS RECORDED IN BOOK 200210, PAGE 3017, BOOK 200102, Page 7770, BOOK 200414, PAGE 2370, - IN THE PROBATE OFFICE OF JEFFERSON COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the members of the HIDDEN TRACE HOMEOWNERS ASSOCIATION, through their duly elected and appointed undersigned representatives, are the owners of individual lots of the following described property: Hidden Trace, Phases 1-5, as recorded in Map Book 0183, Page 0094, Map Book Map Book 186, Page 78, Map Book 190, Page 57, Map Book 197, Page 76, Map Book 199, Page 46, Map Book 199, Page 47, Map Book 202, Page 40, and Map Book 212, Page 86, in the Office of the Probate Judge of Jefferson County, Alabama ("Property").

WHEREAS, the members desire to bring subject said Property and each lot located in said Property to the uniform set of conditions, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations for said subdivision to-wit: That said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions and that all prior covenants and restrictions shall be modified and amended as follows.

DEFINITIONS

Architectural Control Committee: The Architectural Control Committee shall hereinafter be referred to as "ACC". A committee shall consist of a chair who is to be the elected Vice President of the Hidden Trace Homeowners Association and at least five fellow residents selected by the Vice President. The ACC is charged with ensuring Covenant compliance in all phases of Hidden Trace. A failure of the ACC to enforce any violation of any terms or conditions of these covenants shall not constitute a waiver on its part to enforce the terms and conditions of these covenants in the future.

Single Family Dwelling: Any structure that its primary use is for the housing of one family.

Side Yard: For the purposes of these Covenants, wherein lies a "side yard" requirement, the following standard shall apply.

For any house, regardless of lot configuration, the side yard shall be defined as any part of a particular lot, which is located between the front and rear building lines of any house, with the lines radiating from the house at right angles with the side building live, to the side lot lines of the lot in question.

Conceal an Object From View: For the purposes of these Covenants where it is a requirement to conceal an object from view, the following two part standard shall apply.

For New Corner Lots: Facing the center of the home in question, from the center of the road, if the object in question is obscured by the structure of the house upon the lot, then the object will be deemed as being concealed from view.

For Corner Lots: Given that corner lots present a challenge to conceal an item in question for multiple roads, these will be assessed on a case by case basis and a "best effort" standard of concealment employed. The owner of a house on a corner lot should work with the Architectural Control Committee to determine what best constitutes concealment.

For Lots Without A Privacy Fence: In addition to the requirements of lot type, for homes without a privacy fence, the object in question must also be stored upon a concrete pad, behind the rear building line of the house, and between the two side building lines of the house.

For Lot Having a Privacy Fence: In addition to the requirements of lot type, for homes having a privacy fence that extends to the side lot lines along the rear building line of the house, the object in question must be stored upon a concrete pad, behind the rear building line of the house.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single-family dwellings not to exceed two and one-half stories, and an attached private garage for not less than two cars. Although self-explanatory, the purpose of this Covenant is to ensure that only one structure exists on any give lot within Hidden Trace. This covenant does not prohibit a child's play house, dollhouse, swing set, sand box, tree house, or similar item. Should the need ever arise to distinguish between what constitutes a storage building and a child's play house that determination will be made in the sole and absolute discretion of the Architectural Control Committee.
- C. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback line shown on the recorded plat or required by applicable zoning laws.
- D. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: 1 story houses shall have a minimum of 1,400 square feet of heated area; no basement area can be considered finished area. 1 ½ story houses shall have a minimum of 1,700 square feet, with a minimum of 900 square feet on the main level; 2 story houses shall have a minimum of 1,800 square feet, with a minimum of 700 square feet on each floor.
- E. No lot contained within the Property shall be further subdivided.
- F. Exterior of Residences
 - a. Phases one through four – Hidden Trace, Main – Vinyl or aluminum siding shall not be permitted to be installed on the exterior of any structure or residential building constructed on a lot. Such material may be used on soffits, eaves, and roof trim, provided that the colors of said material are consistent with existing color schemes found in the Hidden Trace Subdivision.
 - b. Phase five – Stone Crest at Hidden Trace – Vinyl siding and aluminum trim shall be permitted to be installed on the exterior of any structure or residential building constructed on a lot.
- G. The installation of satellite, microwave dishes, or television or radio antennas, must first be reviewed by the ACC. As directed by Congress, in Section 207 of the Telecommunications Act of 1996, The Federal Communications Commission adopted the Over The Air Reception Devices Rules. This rule allows local governments, community associations, and landlords to enforce restrictions that do not impair one's ability to receive a signal. The rule prohibits restrictions that impair a viewer's ability to install, maintain, or use a video antenna. As per pager 6 of the "Fact Sheet on Placement of Antennas" (www.fcc.gov/csb/facts/otard.html) Residents should comply with the placement preferences (of their association) provided that the preferred placement does

not impose unreasonable delay or expense, or preclude the reception of an acceptable quality signal.

- H. All lots will be sold to a builder approved by the Architecture Control Committee.
- I. Wherever any curbs, gutters or sidewalks must be removed, such removal shall be done in a manner (sawed or cut) to enable replacement to be in keeping with the balance of the curbs, gutters and sidewalks.
- J. No lot shall be cultivated for crops or any sort, except for kitchen gardens or reasonable size, which must be located to the rear of any dwelling. The determination of the reasonableness of a garden shall be in the sole and absolute discretion of the ACC.
- K. Fences may be constructed in the rear of the dwelling but shall not be constructed nearer than the rear building line of the dwelling. With respect to corner lots, no fence may extend further than 20 feet past the rear corner of the dwelling towards the side street. The design and materials to be used in fencing shall be approved, in advance, by the Architectural Control Committee. No partial fences may be constructed. The portion of any fence facing any street or cul-de-sac must be constructed of wood, brick, and/or wrought iron and be a minimum and maximum of six (6) feet in height.
- L. Permanent Outside Storage Buildings. No outside storage building of any nature whatsoever will be permitted on any Lot unless approved by the Architectural Control Committee. Any such building shall meet the following requirements (with no exceptions):
 - a. Construction shall be of the same material as the main house (see Section I, Item F), including the roof that must be constructed of fiberglass shingles. The building shall be of a color and quality comparable to the main house, and must be single story.
 - b. No metal or plastic buildings shall be permitted and no building shall be moved onto the Lot from another location.
 - c. The total area of the building shall not exceed 150 square feet and shall be located no closer than 5 feet from the side and rear property lines of the Lot.
 - d. No building or design shall violate the rules and regulations of Jefferson County, Alabama or the City of Trussville.

II. HIDDEN TRACE HOMEOWNERS' ASSOCIATION

- A. Every owner of a lot in Development is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants.
- B. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot. As per the Bylaws of the Association, these votes may be cast by proxy, and a homeowner may have his

or her voting privilege suspended should the homeowner become delinquent in the payment of regular dues or special assessments.

C. Assessments:

- a. There will be an annual assessment of One Hundred Forty and no/100 Dollars (\$140.00) to be paid for the maintenance of the entrance way, landscaping and any other deemed common area maintenance within the subdivision. The assessment will be pro-rated and payable at the closing of each home in the subdivision. The annual assessment of One Hundred Forty and no/100 Dollars (\$140.00) shall be made payable to Hidden Trace Homeowners Association and due on January 1, each year thereafter. (2) The homeowners will be notified in writing within ten (10) days of the last house closing. The certification of the last house closing shall state that the Architectural Control Committee, maintenance of the entrance way, access easements, landscaping and any other deemed common area in the subdivision will be the sole responsibility of the Hidden Trace Homeowners' Association. (3) The maximum annual assessment may be increased each year by not more than ten percent (10%) of the previous year's assessment without a majority vote of the Homeowners' Association. The Homeowners' Association may fix the annual assessment at an amount not to exceed One Hundred Fifty and no/00 /Dollars (\$150) unless greater assessment be approved by a two-thirds (2/3) vote of the membership of the Homeowners' Association.
- b. If any Owner fails to pay any assessment or installment thereof when due, the Association may add to the principal amount due a reasonable late fee as established by the Board, interest at a rate to be determined by the Board (not to exceed the highest rate allowed by law), and any and all costs of collection, including a reasonable attorney's fee, whether or not suit is brought. Upon ten (10) days prior written notice and an opportunity to cure such default, the Board may accelerate the entire balance of any outstanding assessment which shall be declared due and payable in full immediately. Any non-payment of association dues shall create a lien on the property. No Owner may waive or otherwise exempt himself from liability for payment of assessments for any reason, including abandonment of his property. The obligation to pay assessments is a separate and independent covenant on the part of each owner. No set-off shall be permitted by reason of any alleged failure of the Association or Board to fulfill its responsibilities under this Declaration, or the By-Laws, or for inconvenience arising from the performance of such responsibilities.

III. GENERAL REQUIREMENTS

- A. It shall be the responsibility of each lot owner to prevent development or occurrences of any unclean, unsightly or unkempt conditions of buildings on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
- B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly vacant parcels. The ACC reserves the right (after 10 days' notice to the Owner) to enter any residential lot during normal working hours for

the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth, or trash which, in the sole and absolute discretion of the ACC, detracts from the overall beauty and safety of the subdivision and charge the Owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by the provisions provided in Article II, Section C.

- C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Household pets will be restricted to fenced backyards, houses or leashes.
- D. 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.
- E. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon, or in any lot, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers shall be kept in clean and sanitary condition, and shall be placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road within sight distance from the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
- G. No structure of a temporary character or trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is complete and certificate or other satisfactory evidence or completion is received by and approved by the Committee.
- H. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner, from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- I. Certain signs may exist, temporarily, upon the lot of a homeowner, subject to the sole and absolute discretion of the ACC. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign or not more than six (6) square feet advertising property for sale or rent. Political signs must be professionally made and removed immediately following the election for which the sign relates to. All signs shall comply

with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. The ACC reserves the right to temporarily suspend the Covenant when faced by extreme and unusual circumstances.

- J. The builder is to exercise due diligence during construction to not damage curbs, alleyways, etc. Damaged areas are to be repaired by the builder. If builder, after ten (10) days notice, fails to repair such damage, the ACC of the Association may enter the premises, effect necessary repairs and bill same to builder. If builder fails to pay, The Association may file a lien on the property, such lien to run with the land.
- K. When the construction of any building is once begun, work whereon must be prosecuted diligently and continuously and must be completed with twelve (12) months.
- L. Garage doors must be kept closed at all times except when garage is in use.
- M. Outside air conditioning units may not be located in the front yard but must located only on the side or rear as required. No window or wall units will be allowed.
- N. No plumbing or heating vent shall be placed on the front of the house, but only on the side or rear as required.
- O. No prohibited items shall be parked or stored on any road, street, driveway, front yard or side yard in the subdivision for any period of time. No more than one such item may be stored in the rear of the dwelling provided that it is stored on a concrete pad and meets the standard of being concealed from view as given in Appendix 1. No vehicles may be parked in the front yard or side yard of any home, within any lot of the subdivision, or upon any street of the subdivision. Vehicles may be parked upon driveways. Certain situations may exist whereby curbside parking is temporarily permissible, by special permit only, issued by the City of Trussville. Without exception, all boats, boat trailers, personal water craft including "sea-doo" and Jet Ski craft, campers, horse trailers, "U-haul", or similar utility trailers, flat bed or similar utility trailers, heavy or light industrial equipment, recreational vehicles (RV's), any vehicle or implement that is prohibited by the Residential Zoning Section of the Trussville Zoning Ordinance, inoperable of "junk" cars, or any vehicle having more than two axles. For a complete listing of prohibited vehicles within a residentially zoned district, visit www.trussville.org and review the restrictions placed upon districts zoned "RG" from with the Zoning Ordinance.
 - a. Heavy industrial equipment includes, but is not limited to: landscaping implements, bush hogs, wood chippers, debris mulchers, tractors, or other items deemed to be similar in nature or function by the Architectural Control Committee.
- P. Any pools must have Architectural Control Committee approval. The ACC shall be held harmless from any and all liability for any accident or any nature occurring in, on, or around any swimming pool that received architectural approval from ACC. Swimming pools must be maintained in working order, except during off season when pools must be kept in a safe and non-hazardous condition. Pools that are emptied and/or unused must be removed from the property if above-ground or filled in if in-ground.

- Q. No clotheslines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be the hanging of clothes/wash/laundry on any lot where the hanging of said clothes/wash/laundry is visible from any street within the subdivision.
- R. No concrete block foundation will be exposed on the front, rear or sides of the residences constructed in this subdivision.
- S. All dwellings shall have full sod front yards, except that a nature area may be created by approval of the Architectural Control Committee. Rear and side yards may be seeded. With respect to a corner lot, that portion of the side lot facing the street must be sod to the rear building line of the dwelling except that a nature area may be created by approval of the Architectural Control Committee. Sufficient landscaping shall be done to control the erosion.
- T. Permanent basketball goals may be placed no closer to the street than the front building line of a house. Portable basketball goals may be placed no less than 15 feet from the street. Basketball goals may not be affixed to any portion of a house.

IV. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

- A. Within phases of Hidden Trace that are currently under construction the Architectural Control Committee (the Committee) is to be under the control of Regency Homes, until the phase under construction is completed, and at such time the control over the phase will be turned over to the Homeowners' Association. A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee the remaining members shall have full authority to delegate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to the covenant. Upon the (i) development of at least one hundred percent (100%) of the lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants, and then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the Committee, or to withdraw from the Committee or restore to it any of its power and duties.
- B. All plans for any structure of improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention.
- C. Should a homeowner be found in violation of any Covenant, by the majority opinion of the ACC, that home owner will be notified in writing of such violation with sixty (60) days of the infraction having been brought to the attention of the ACC. Upon service of notification the homeowner in violation shall be given ten (10) days to cease or begin correcting the violation. Should the offending action remain uncorrected on the eleventh (11th) business day, the ACC is duly authorized to seek

injunctive relief under the provisions stated in the Section. Should the injunctive relief be granted, the Home Owners' Association is entitled to additional relief as described in Article I, Section C.

- D. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove submitted plans and specifications which have been submitted to it, with ten (10) business days, after receipt of same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.
- E. Neither the Committee nor any architect or agent thereon nor the Developer shall be responsible to check for any defects in any plans of 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. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied or approval by the Committee of the structural integrity or soundness of any structure to be erected upon any lot in the subdivision.
- F. The undersigned reserve for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to the City of Trussville, and/or to the appropriate utility company or companies right-of-way or easement on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other equipment, gas, sewer, water or other public conveniences or utilities on, in and over strip of land ten (10) feet in width along the rear property line of each lot and five (5) feet in width along each side line of each lot.
- G. Each and every covenant and restriction contained herein shall be considered to be any independent and separate covenant and agreement and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
- H. The undersigned, and only the undersigned, may include in any contract or deed any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set for herein.
- I. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the ACC, or any person or persons owning any lot in said subdivisions: (a) to prosecute proceedings at law for the recovery of damages against the person or person so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in the this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. Should such injunctive action be successful, the Treasury of the Association will be entitled to receive from the homeowner found to be in violation of said Covenant, any amount of expenses including but not limited to legal fees and Court costs incurred, associated with seeking such injunctive action.

- J. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described subdivision and are intended to create: (1) mutual, equitable servitude upon each lot within such subdivision; (2) reciprocal rights between and among the respective owners and future owners of each lot within such subdivision; and (3) a privity of contact and estate between the grantee of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.
- K. No fence, barrier, blind or other obstruction shall be erected, constructed, or devised in that part of the side yard of any house which obstructs the full front view from one house to the next. Natural plantings inclusive of trees, shrubs, and natural area are permitted.
- L. These covenants and restrictions may be altered only with the consent of a majority of lot owners.
- IN WITNESS WHEREOF, the said representative and lot owners have executed this instrument on the 2nd day of October, 2014.

Hidden Trace Home Owners' Association

By Todd Lyter
President, Hidden Trace Home Owners' Association

STATE OF ALABAMA)
JEFFERSON COUNTY)

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

Given under my hand and seal this the 2nd day of October, 2014.

Rizabette Bonkens
Notary Public
My Commission Expires: 2/6/2018

20141110001031880 11/11
Bk: LR201418 Pg: 3997
Jefferson County, Alabama
11/10/2014 03:19:12 PM REST
Fee - \$46.00

Total of Fees and Taxes-\$46.00
NICOLE