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2692 124

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

GLENNSHIRE SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GLENNSHIRE SUBDIVISION (the "Declaration") is made as of the 25th day of April, 2023 by, BC STONE HOMES, LLC, an Alabama limited liability company (the "Declarant").

Declarant is the owner of the real property described on Exhibit "A," which is attached and incorporated by reference (the "Community"). Declarant hereby declares that all of the property described on Exhibit "A" and any additional property subjected to this Declaration shall be held, sold, used and conveyed subject to the following easements, restrictions, covenants, and conditions which shall run with the title to the real property subjected to this Declaration. This Declaration shall be binding upon all parties having any right, title, or interest in any portion of the Community, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner of any portion of the Community.

ARTICLE 1: GENERAL RESTRICTIONS AND CONDITIONS

All real property and improvements thereon within the Community shall be subject to the following:

1.1 Joint Driveways. Any access easement serving multiple subdivided residential lots (each a "Lot") shall be maintained by the owners of such Lot (each an "Owner") served by such access easement, with all expenses to be equally shared for the portions of each Lot located within within a joint access easement area. As a matter of clarification, any portion of a driveway not within an access easement shall be maintained solely for the Owner of the Lot on which the driveway has been constructed.

1.2 Primary Building Restrictions:

- (a) Cladding – Walls shall be clad in fiber cement siding, sawn wood lap siding or board and batten, brick, stone, stucco, or mortar wash over masonry.
- (b) Roofing – Roofing shall be architectural shingles or metal roof.
- (c) Roof Pitch – Minimum Roof Pitch of the Main Body Shall be 8:12. Ancillary Roofs such as porches and stoops shall have a minimum 4:12 pitch.
- (d) Foundations – Exposed Block is not allowed. Must have an allowable cladding.
- (e) Windows – Windows shall be of the following types: Vinyl, vinyl clad, wood, or aluminum clad.

1.3 Yard – Turf Grass shall be kept below 6" in height.

1.4 Beds – Pine straw or wood mulch beds are required around the perimeter of all primary residences for at least 3' away from the structure. Pine straw or mulch shall be maintained and kept free of weeds.

1.5 Vehicles

(a) Parking – Cars parked outside shall be only parked in gravel or paved locations if visible from any public street.

(b) Vehicle Maintenance and Repair - Maintenance or repairs shall not be performed on any vehicle on any portion of the Lots except in an emergency situation or except in an enclosed structure

(c) Running Condition – Any vehicle visible from the street shall be in operable condition. Under no condition may more than one inoperable car be stored on a Lot outside of an enclosed structure, regardless if visible or not.

1.6 Storage Buildings – No storage buildings shall be placed on any Lot unless behind the furthestmost rear point of the primary residential structure on a Lot. No more than 2 storage buildings shall be allowed on any Lot.

1.7 Window Units. Window or other auxiliary heating and/or cooling units are not permitted, except that mini-split style ductless systems

1.8 Window Treatments - Window treatments shall be limited to blinds, plantation shutters, or curtains. Under no circumstances shall sheets, towels, reflective foil be allowed for window treatments (even for a temporary basis).

1.9 Fencing – Approved fence materials and styles are as follows: black chain link, stained or painted wooden 4 board, stained wooden privacy fence, cedar split rail, black aluminum or wrought iron with narrow vertical pickets approximately 4" on center. No chain link or privacy fencing shall extend beyond the front plane of the primary residential unit on a Lot into any front or side yard. Any privacy fencing shall be $\leq 6'$ tall. Within 30 days of installation of any wooden fence requiring stain or paint, the owner shall stain or paint (with a stain intended for fencing, if stained) any section of wood fence visible from any adjacent property or right of way. Any stain shall be an earth tone color, and paint shall be white, black, or brown. Any stained or painted section of a fence shall be completely covered in stain or paint and the stain or paint shall be uniformly installed per the manufacturer's instructions. Stain or paint shall be reapplied to all privacy fencing as indicated above at a minimum interval of every 10 years.

1.10 Animals and Pets - No more than four (4) animals of any kind and no more than six (6) animals total may be kept at a Lot. No animal may be kept, bred or maintained for any commercial purpose, and all animals shall be kept under reasonable conditions so as not to create a nuisance, not to otherwise unreasonably disturb the neighbors or the neighborhood and in compliance with all laws, rules, regulations and ordinances relating thereto.

1.11 Nuisance. It shall be the responsibility of each Owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on a Lot. No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property.

1.12 Storage of Materials, Garbage, Dumping, Etc. All garbage cans shall be located at the rear of or inside of the primary residential unit on a Lot and screened so as to be concealed from view of neighboring streets and property. Garbage cans are only allowed to be placed at the street 24 hours prior to pickup and must be removed within 24 hours after pickup. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, or other waste shall not be kept except in sanitary containers. There shall be no dumping of grass clippings, leaves or other debris; rubbish, trash or garbage; petroleum products, fertilizers, or other potentially hazardous or toxic substances in any pond, drainage ditch or stream within the Community, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. So long as not visible from the street, reasonable disposal piles for grass clippings and leaves, composting bins, and stacks of firewood for personal use are allowed, as is the storage of materials not otherwise prohibited as long as such materials are stored in an approved structure.

1.13 Storage Tanks. No above-ground storage tanks will be permitted except for propane tanks used to fuel household appliances and heat and non-hazardous materials located behind the primary residential unit on a Lot and not visible from adjoining roadways and, otherwise, kept and used in accordance with this Declaration.

1.14 Clotheslines. No clotheslines may be installed or maintained on a Lot, and no clothing or any other household fabrics shall be hung in the open.

1.15 Mining. Except for normal and customary activities in conjunction with the construction of a home on a Lot, no oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot.

ARTICLE 2: DECLARANT RIGHTS

2.1 The period of time beginning on the date of recording of this Declaration and ending on the date which is twenty (20) years after the date of recording this Declaration is referred to as the "**Development Period.**" The Declarant may, but shall not be obligated to, unilaterally relinquish its rights under this Declaration and terminate the Development Period by recording a written instrument in the appropriate recording office for recording of deeds and similar documents affecting title to real estate.

2.2 Until the expiration of the Development Period, Declarant may from time to time unilaterally subject Additional Property to the provisions of this Declaration

2.3 The Declarant reserves the right to amend this Declaration during the Development Period for the purpose of removing any portion of the Community from the coverage of this Declaration that has not been platted into residential Lots. Such amendment shall not require the consent of any person other than the Owner of the property to be withdrawn, if not owned by the Declarant.

2.4 Declarant reserves, creates, establishes, promulgates and declares non-exclusive, perpetual, reciprocal, appurtenant easements, for itself, for perpetual non-exclusive easements upon, across, over, and under all of the Community (but not through a structure, existing or proposed) to the extent reasonably necessary for the purpose of installing, constructing, monitoring, replacing, repairing, maintaining, operating and removing cable, digital or similar television systems, master television antenna systems, and other devices for sending or receiving data and/or other electronic signals; security and similar systems; roads, walkways, pathways and trails, ponds, wetlands, irrigation, and drainage systems; street lights and signage; and all utilities, including, but not limited to, water, sewer, telephone, gas, and electricity, and utility meters; and an easement for access of vehicular and pedestrian traffic over, across, and through the Community, as necessary, to exercise the easements described above. The easements

reserved to Declarant include the right to use such easements for the benefit of adjoining real property not subject to this Declaration. Declarant may assign to the local water supplier, sewer service provider, electric company, telephone company, natural gas supplier, internet service provider or cable service provider the easements set forth herein across the Community for ingress, egress, installation, reading, replacing, repairing, and maintaining utility lines, meters and boxes, as applicable.

2.5 Any or all of the special rights and obligations of the Declarant set forth herein may be transferred or assigned in whole or in part to any third party, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration. Upon any such transfer, the Declarant shall be automatically released from any and all liability arising with respect to such transferred rights and obligations. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded.

2.6 Notwithstanding any contrary provision of this Declaration, no amendment to or modification of this Declaration shall be effective without prior notice to and the written consent of the Declarant, during the Development Period. This Article may not be amended without the written consent of the Declarant. The rights contained in this Article shall terminate upon the earlier of (a) the expiration of the Development Period, or (b) upon recording by Declarant of a written statement that all sales activity has ceased.

ARTICLE 3: GENERAL PROVISIONS

3.1 Duration. Unless terminated as provided in this Section 3.1, the provisions of this Declaration shall run with, bind the Community and remain in effect for a period of twenty (20) years after the date recorded and, thereafter, shall be automatically renewed for successive periods of twenty (20) years each. Notwithstanding the foregoing, in the event applicable laws limit the period during which covenants restricting lands to certain uses may run, any provisions of this Declaration affected thereby shall run with and bind the land only for so long as permitted by such laws. This Declaration may not be terminated during the Development Period without the prior written consent of the Declarant. After twenty (20) years from the date of recording, this Declaration may be terminated only within thirty (30) days prior to the then-current expiration date of this Declaration by the vote of at least fifty-one percent (51%) of the Owners of Lots subject to this Declaration, and by the Declarant, if the Declarant owns any portion of the Community, and evidenced by instrument recorded in the appropriate recording office. Nothing in this Section shall be construed to permit termination of any easement created in this Declaration without the consent of the holder of such easement.

3.2 Amendment. During the Development Period, Declarant may unilaterally amend this Declaration for any purpose. Thereafter, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, during the Development Period, Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. The failure of an amendment to apply uniformly to all Lots shall not constitute a material adverse effect upon the rights of any Owner.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the vote of at least sixty-seven percent (67%) of the Owners of Lots subject to this Declaration, and by the Declarant, if the Declarant owns any portion of the Community, and evidenced by instrument recorded in the appropriate public records.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

3.3 Severability. Invalidation of any provision of this Declaration, in whole or in part, or any application of a provision of this Declaration by judgment or court order shall in no way affect other provisions or applications.

3.4 Fair Housing Amendments Act. The provisions of this Declaration shall be subordinate to the Fair Housing Amendments Act of 1988, 42 U.S.C. § 3601, et seq., (hereinafter referred to as "FHAA"), and shall be applied so as to comply with the FHAA. In the event that there is a conflict between or among this Declaration and the FHAA, the FHAA shall prevail. Notwithstanding anything to the contrary contained herein, in the event that any provision of this Declaration conflict with the FHAA, Declaratn shall have the unilateral right to amend this Declaration for the purpose of bringing this Declaration into compliance with the FHAA.

3.5 Non-Merger. Notwithstanding the fact that Declarant is the current owner of the Community, it is the express intention of Declarant that the easements established in the Declaration for the benefit of the Community and Owners shall not merge into the fee simple estate of individual lots conveyed by Declarant or its successor, but that the estates of the Declarant and individual lot owners shall remain as separate and distinct estates. Any conveyance of all or a portion of the Community shall be subject to the terms and provisions of this Declaration, regardless of whether the instrument of conveyance refers to this Declaration.

3.8 Grants. The parties hereby declare that this Declaration, and the easements created herein shall be and constitute covenants running with the fee simple estate of the Community. The grants and reservations of easements in this Declaration are independent of any covenants and contractual agreements undertaken by the parties in this Declaration and a breach by either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted or reserved in this Declaration.

3.9 Use of the "Glennshire Subdivision" Name and Logo. Owners may use the words "Glennshire Subdivision" in printed or promotional matter where such terms are used solely to specify that particular property is located within the Community and for no other purpose.

3.10 Compliance. Every Owner and occupant of any Lot shall comply with this Declaration. Failure to comply shall be grounds for an action by any aggrieved Owner(s) to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity.


3.12 Exhibits. Exhibits "A" attached to this Declaration is incorporated by this reference and amendment of such exhibits shall be governed by the provisions this Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration to be effective as of the date first set forth above.

“DECLARANT”

BC STONE HOMES, LLC
an Alabama Limited Liability Company

By: BCS Holding Company, Inc.
Its: Manager

By: 
Name: BRYAN C. STONE
Its: President

[notary acknowledgment appears on the following page]

STATE OF Alabama)
)
COUNTY OF Lee)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that BRYAN STONE whose name as President of BCS Holding Company, Inc., an Alabama corporation, in its capacity as Manager of BC STONE HOMES, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in his capacity as such President of BCS Holding Company, Inc., an Alabama corporation, in its capacity as Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal this the 24 day of April, 2022.

[SEAL]



Haylee Baker
Notary Public

My Commission Expires: April 5, 2027

*[Notary Acknowledgment for Declaration of Covenants, Conditions and Restrictions for
Glennshire Subdivision]*

Exhibit A

Land Initially Subject to Declaration

Lots 1 through 4, according to the Final Plat of Glennshire, recorded in Plat Book 48, Page 3, in the Office of the Judge of Probate in and for Lee County, Alabama.

A depiction of such plat can be found on the following page.

