



20100713000756540 1/12  
Bk: LR201006 Pg:4  
Jefferson County, Alabama  
I certify this instrument filed on  
07/13/2010 03:21:36 PM REST  
Judge of Probate- Alan L. King

**Declaration of**

**Amended**

**Covenants, Conditions**

**And Restrictions**

**For:**

**River Crest**

**A Residential Subdivision**

**Located in Trussville, Alabama**

**As Developed By:**

**JBR, LLC**

## **DECLARATION**

### AMENDED COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RIVER CREST.

WHEREAS, the undersigned JBR, LLC is an Alabama company and is owner or original grantor of all the lots located in River Crest Subdivision as recorded in Map Book 218 Page 81 in the probate office of Jefferson County, Alabama. Said property is situated in Section 30, Township 16 South, Range 1 East, in the city of Trussville, Jefferson County, Alabama.

WHEREAS, the undersigned JBR, LLC, does hereby revoke the previously declared Covenants, Conditions, and Restrictions recorded in 200601/4424, said recording date being January 09, 2006, and does hereby, in accordance with the authority reserved in provision 5.D. in the aforesaid Covenants, Conditions, and Restrictions, and with the unanimous approval of the Architectural Control Committee, does impose upon all of the lots of the aforesaid subdivision, according to the plat thereof, the Amended Covenants, Conditions, and Restrictions contained within this document.

Where as, the undersigned desires to subject said Subdivision, and each lot located in said survey, to the Covenants Limitations & Conditions as set forth below.

Now therefore, the undersigned does expressly adopt the following protective Covenants, Conditions and Limitations for said survey.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners has been recorded agreeing to change said Covenants in whole or in part. Invalidation of any of these Covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

#### **1. GENERAL REQUIREMENTS**

- A. It is intended that said development will be a subdivision of superb and high quality houses. Therefore all lots shall be used for single-family residential purposes exclusively and cannot be further divided.
- B. No structure shall be erected, placed or permitted to remain on any lot other than a single-family dwelling not to exceed two & one half stories, 35 feet in height and may have a private attached garage for no more than four (4) cars.
- C. No building shall be located on any lot nearer to the front lot line or nearer to the side lot lines than the minimum building setback lines as required

by the city of Trussville Planning & Zoning regulations, or as further restricted by these covenants, or the subdivision plot plan, as recorded.

- D. It shall be the responsibility of each lot owner to prevent the development or occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on such lot, which shall tend to decrease the beauty of the specific area, and of the neighborhood as a whole.
- E. All lots shall be permitted to remain in their natural state as long as construction has not begun. Once construction has begun, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any lot.
- F. No driveway shall be allowed to attach directly onto County Road 10 from any lot.
- G. Erosion control measures shall be taken by the builder or owner of the lot to protect adjacent properties during construction and thereafter until the soil on said lot is stabilized on the lot using all erosion control measures necessary to accomplish the intercepting and filtering of storm water.
- H. No structure of a temporary character, such as a trailer, basement, tent, shack, garage, barn or any other structure shall be used on any lot at any time as a residence, either temporary or permanent.
- I. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats, or other household pets, provided that they are not kept, bred or maintained for any commercial purpose.
- J. No noxious or offensive trade 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.
- K. No outdoor radio or television antennas shall be installed. No satellite dishes over 3 feet in diameter shall be allowed. No satellite dish shall be installed on the front or in the front yard of any dwelling.
- L. No solar panels shall be attached to the structure or affixed to the property of any lot, unless explicitly approved by the Architectural Control Committee. Any approved solar panel device shall be of a nature so as to be in harmony with the design of the residence.
- M. All homes shall be completed with a driveway of concrete (or brick, as approved by the Architectural Control Committee) which meets county or city specification and which joins the street.

- N. All houses shall have landscaped front and side yards and at least 35 ft. of rear yard. Landscaping includes sod, mulch, shrubs and any other measures required to control erosion. Rear yards beyond 35 ft. may be seeded or left in their natural state. All landscaped portions of the property shall be maintained in a neat manner, with grass kept cut at an acceptable length, weeds controlled, and shrubs and/or trees properly maintained.
- O. Open cuts are not acceptable on any part of the property. Open cuts must be landscaped by using a wall or by sloping the cut and landscaping it with sod, mulch, shrubs or other measures necessary to properly control erosion on the slope. Exposed cinderblock retaining walls shall not be allowed.
- P. The builder shall be required, at his or her expense, to install at each house site, a mailbox and pole assembly as approved by the Architectural Control Committee. Mailbox shall be U.S. Government approved.
- Q. No fences shall be allowed forward of the rear line of the house. Chain link or other wire fences shall not be used. Wooden privacy fencing may be used, or wrought iron, as approved by the Architectural Control Committee.
- R. Children's play equipment shall not be installed or erected forward of the rear line of the house, and in the case of a corner lot, closer to the street than the side setback of the house.
- S. Numerous trees have been planted and maintained along County Road 10. Although some of these trees are on privately owned property, they are part of an intentional barrier green belt, and shall be maintained as such.
- T. No signs, except "For Sale" or political signs may be erected for any purpose without written permission from the Architectural Control Committee. The Developer is hereby given express permission to enter upon any lot and remove at the owner's expense any building, structure, or postings in violation of this instrument.
- U. No outside clothes lines or other apparatus for the drying of clothes shall be permitted in the "subdivision", unless it is obscured from view in a manner approved by the Architectural Control Committee.
- V. No permanent exhibits, monuments, or displays of an obtrusive nature, as determined by the Architectural Control Committee, shall be allowed to be displayed on any lot. (This will not preclude temporary displays as would be generally expected during holidays)

## 2. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

- A. The Architectural Control Committee shall be selected by Bill Morrison and shall consist of a total of three (3) members. 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 designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.
- B. No building shall be erected or altered on any lot until the Architectural Control Committee has approved the construction plans and specifications, and a plan showing the location of the structure.
- C. Any remodeling, reconstruction, alterations or additions to the interior of an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.
- D. One set of prints of the drawings (herein referred to as "plans") for each house or other structures proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The Committee shall retain the plans submitted to the Committee. Said plans should be delivered to the office of JBR, LLC at least ten (10) days prior to the beginning of construction. All plans must include the following.
  - i. An accurate drawing and dimensional plot plan showing all building set backs, easements, drives and walks.
  - ii. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete.
  - iii. Summary specifications or a list of proposed materials including but not limited to roof color, exterior paint color and brick samples. (Samples of exterior materials that cannot be adequately described on the plans).
  - iv. An accurate landscape plan shall be furnished which will include locating and identifying shrubbery, grass or any other exterior planning or other design planning in natural areas.
- E. 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 plans and specifications that have been submitted to it within ten (10) business days after receipt of the 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.
- F. Neither the Committee nor any architect or agent thereof nor the developer shall be responsible 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. Any approval given by the

Committee as provided herein shall not be deemed a 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.

### 3. ARCHITECTURAL DESIGN STANDARDS

- A. Size Restrictions: Each residence in the subdivision, exclusive of porches, garages, basements and carports shall have the following minimum square feet of heated / cooled space.
  - i. Single Story 2000 square feet minimum
  - ii. Multi Story 2500 square feet minimum
- B. Garage doors shall not be permitted on the front of houses, except in cases where it is unavoidable. In such instances, automatic electric door closers shall be required. The Architectural Control Committee will determine if front garage doors are unavoidable and necessary.
- C. Outside air conditioning units may not be located in the front yard, only on the side or rear as required.
- D. No plumbing, heating, attic, or other type vent shall be placed on the front roof of any house.
- E. No more than three (3) different materials shall be used on the exterior.
- F. No exposed concrete blocks allowed.
- G. All exteriors shall have a minimum of 75% brick, stone or combination thereof. Other high-quality products, including fiber-cement, vinyl, EIFS (Dryvit®), cedar shakes, or other materials may be considered for use on dormers, bay windows, soffits, eaves, and other areas only at the discretion and express approval of the Architectural Control Committee.
- H. No house shall have exterior walls of blocks covered with stucco and painted without specific approval of the Architectural Control Committee.
- I. All windows and doors must have approval of the Architectural Control Committee. No silver metal windows or doors shall be installed.
- J. All main roofs shall have a slope of not less than 10/12. This does not include porches or dormers. Roofing shingles and trim shall match the architectural style of the house. Roofing shingles shall be dimensional style, unless otherwise approved by the Architectural Control Committee.
- K. Front entry steps and porches shall be brick or stone. Wooden steps and stoops are acceptable on the rear. Railings may be wrought iron (or wood, if approved by the Architectural Control Committee) in a pattern and color appropriate for the style of the house.

The Architectural Review Committee shall have no control over any lot after a residence and yard have been completed thereon and the residence occupied. The Architectural Control Committee may be dissolved by action of the Committee at any time after all lots in River Crest have been conveyed to owner – occupants, and shall in any event be dissolved after residences and yards have been completed on all lots of River Crest. After such dissolution, usage of the property shall be controlled by the restrictive covenants for River Crest, and by the Home Owners Association.

#### 4. HOMEOWNERS ASSOCIATION

- A. Every owner of a lot in River Crest shall be a member of the River Crest Homeowner's Association. Membership shall be appurtenant to and may not be separated from ownership of any lot that 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.
- C. Common Areas: River Crest Subdivision shall include certain common areas for the use of homeowners. The Developer will maintain and shall have complete control of said areas until such time as a majority of the lots have been sold and a Homeowner's Association has been formed and is functioning. At that time, the developer will deed these common areas to the Homeowner's Association on behalf of the owners. These common areas will then come under the control of the Homeowner's Association's elected board of directors, which will manage the use, maintenance, improvements, etc., of the common areas. Homeowner's dues will fund this effort.
- D. Stormwater system maintenance plan: River Crest Subdivision has an elaborately designed and constructed storm water control system. This system must undergo routine inspection and maintenance to insure proper function. A portion of the stormwater system within River Crest is privately owned, but shall be maintained by the River Crest Homeowner's Association. Certain maintenance items are required to prevent the malfunctioning of this stormwater system. At a minimum, the maintenance and inspection listed below shall be performed.
  - 1. No resident shall deposit or place by any means into the stormwater system any item that would tend to block or obstruct the stormwater system. Residents shall not place items in gutters, streets, ditches, or swales that could wash into the stormwater system.
  - 2. Blockage of inlets can cause local flooding which could be a safety hazard. Common items that cause this type of problem are:
    - a. Blowing or raking leaves or other landscaping debris into inlets or gutters where the debris can wash into inlets.
    - b. Placing garbage bags or cans in gutters where flowing water can wash these items downstream and into inlets or block inlets.



3. The outlet structures for the detention/retention ponds shall be kept free of debris and trash at all times. These outlet structures shall be inspected periodically, with all trash and debris removed. The detention/retention pond basins shall be inspected for excessive sedimentation. Sediment shall be removed to approximately the original ground level. Care should be taken not to disturb any part of the pond basin not impacted by the silt deposit.

E. Covenant for Maintenance Assessment:

- i. Purpose of Assessment: The assessment levied by the association shall be used exclusively to:
  1. Promote the recreation, health, safety and welfare of the residents in the development and,
  2. Improvement and maintenance of the entranceway, common areas, natural preservation area, landscaped areas, stormwater system, and all beautification easements within the development.
- ii. Commencement of the Assessment: The Homeowners Association will assume the responsibility of maintaining the entranceway and all other common areas of River Crest immediately upon the execution and recording of deeds granting ownership of these areas to the Homeowner's Association.
- iii. The annual assessment shall be paid in advance. The initial maximum annual assessment shall be Two Hundred Dollars (\$200.00) per lot. The maximum annual assessment may be increased each year by not more than five percent (5%) of the previous year's assessment without a majority vote of homeowners. The Board of Directors of the Association may fix the annual assessment at an amount not to exceed the maximum annual assessment. However, should an extraordinary assessment be necessary and should such assessment be greater than that provided herein, such assessment must be approved by a two-third (2/3) vote of the membership of the Association. Lots owned by the developer and also lots upon which no house has been constructed and occupied shall not be subject to any assessment by the Association, be it annual or special. Upon occupation of the house, the annual assessments shall become due immediately, at a prorated rate.
- iv. In addition to the annual assessment authorized above, 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 entranceway area

or any nature trails or other common areas, provided that any such assessment must have the assent and approval of not less than two-thirds ( $2/3$ ) of the votes of Association members who are voting in person or by proxy at a meeting duly called for this purpose.

- v. Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all Association members not less than thirty (30) days, nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to vote shall be at least 60%, which shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements. The required quorum at the subsequent meeting shall be one-half ( $1/2$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- vi. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a yearly basis.
- vii. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Board of Directors shall establish the due date.
- viii. 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 by the Association as to the status of the assessment on a lot is binding upon the Association as of the date of its issuance.

## 5. COVENANT CONTRACT

- A. The undersigned reserves for himself, his successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, to Jefferson County, to the City of Trussville, and/or to the appropriate utility company or companies, right-of-way easements 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 suitable equipment for the conveyance and use of electricity, telephone equipment, natural gas, sewer, water, or other public conveniences or utilities, on, in and over strips of land ten (10) feet in width along the rear property line of each lot, ten (10) feet in width along any street facing property line of each lot and five (5) feet in width along each side line of each lot.
- B. The undersigned may include in any contract or deed hereafter made, any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
- C. 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 such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any lot in said subdivision:
  - i. To prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or
  - ii. 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 in the paragraph contained shall be constructed as cumulative of all other remedies now or hereafter provided by law.
- D. Subject to the approval of the undersigned and upon the unanimous vote of the Architectural Control Committee, the Committee reserves the rights to change, amend, delete, alter and/or add to the above regulations and restrictions.
- E. The covenants and restrictions set forth herein are made for the mutual reciprocal benefit of each lot within the herein described subdivision and are intended to create:
  - i. Mutual, equitable servitude upon each lot within such subdivision;
  - ii. Reciprocal rights between and among the respective owners and future owners of each lot within such subdivision, and
  - iii. A privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.

F. It is understood and agreed that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against that person, persons, or corporation violating or threatening to violate said covenants and restrictions. Failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

In witness whereof, JBR, LLC, an Alabama LLC, by and through its Managing Partner, has caused this declaration of Amended Protective Covenants to be executed this date:

April 20<sup>th</sup> 2010

  
JBR, LLC  
William T. Morrison  
It's Managing Partner

20100713000756540 12/12  
Bk: LR201006 Pg:4  
Jefferson County, Alabama  
07/13/2010 03:21:36 PM REST  
Fee - \$38.00

Total of Fees and Taxes-\$38.00  
JCOCKRELL