

State of Alabama, Jefferson County

Declaration of Covenants, Conditions, Restrictions, and Rights Amendment for the Sherman Oaks Homeowners' Association

Whereas, Sherman Oaks, Inc. was the owner of all that certain real Property situated in Jefferson County, Alabama, which is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference (the "Property"); and

Whereas, Sherman Oaks, Inc. placed certain covenants and restrictions upon the Property by recording a Declaration of Covenants, Conditions, Restrictions, and Rights for the Sherman Oaks subdivision recorded on July 20, 1987 in Book 3205, page 421 through book 3205, 428 as Instrument Number 19870720132050421 in the office of the Judge of Probate of Jefferson County, Alabama; and

Whereas, Sherman Oaks Homeowners' Association, Inc. (SOHA) was established on or about November 7, 1990, as an Alabama domestic corporation for the purpose of enhancing the surrounding property values seeking to create an entity to enforce these covenants and restrictions; and

Whereas, with over thirty (30) years having passed, SOHA and a majority of owners seek to amend these covenants and restrictions in order to comply with current provisions of state law as well as to continue the enhancement of the Property in the Sherman Oaks Subdivision; and

Whereas, paragraph V of the existing covenants and restrictions provides for amending these Covenants, Conditions, Restrictions, and Rights with the consent of a majority vote of owners with the consent of Sherman Oaks, Inc, whose corporation was dissolved on or about March 30, 2004; and

Whereas, it will be to the mutual benefit of the present owners of said Property and to all prospective owners and to the general public to subject said Property to the Covenants, Conditions, Restrictions, and Rights hereinafter set forth.

Therefore, SOHA's owners do hereby expressly adopt the amended Covenants, Conditions, Restrictions, and Rights for the Sherman Oaks Subdivision as set forth in these Protective Covenants and do hereby declare that each Lot, improved or unimproved, located within the Sherman Oaks Subdivision shall be, and the same are hereby, subject to the following easements, covenants, conditions, assessments, restrictions, and rights.

The undersigned hereby adopt the following Declaration of Covenants, Conditions, Restrictions, and Rights, which shall be applicable to all Lots, improved or unimproved, in the Sherman Oaks Subdivision, as recorded in the Probate Office of Jefferson County, Alabama, and attached in Exhibit B.

I. Sherman Oaks Homeowners' Association Membership, Assessments, and Privileges

- A. Every Owner of an improved or unimproved Lot within the Sherman Oaks Subdivision and the Owner of every Lot as hereinafter included within the subdivision as identified in Exhibit B is subject to assessments, as hereinafter provided, and shall be a member of SOHA, the Articles of Incorporation of which are recorded in the Probate Office of Jefferson County, Alabama. Membership in SOHA shall be appurtenant to and may not be separated from ownership of any Lot and shall be subject to the provisions of these Covenants, Conditions, Restrictions, and Rights and the rules, regulations, and bylaws of SOHA as the same may be amended and modified from time to time.
- B. SOHA shall have one (1) class of voting membership. All Owners, together with the Owners of all Residential Lots as hereinafter defined, shall be members of SOHA and, subject to the rights reserved by SOHA in the Articles of Incorporation and Bylaws of SOHA, shall be entitled to one (1) vote for each Lot owned provided the Owner has paid in full all prior and current assessments and dues. When more than one (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 cast with respect to any Lot. Each owner, by acceptance of a deed to a Lot, does hereby acknowledge and agree that (a) SOHA, for so long as SOHA owns and/or maintains any common area of the Subdivision, shall be exclusively entitled to take all actions and on all matters to be voted on by the members of SOHA in the matter set forth in the Articles of Incorporation and Bylaws of SOHA, and (b) if SOHA elects to add Property to this Declaration or as part of SOHA or modify the description of the Development to add or delete real Property from such description, each Owner agrees and consents to the dilution of his voting interests in SOHA as a result thereof.
- C. Each Owner of a Lot within the Sherman Oaks Subdivision, by acceptance of a deed to such Lot, agrees to pay to SOHA: (a) annual assessments or charges levied each year by the SOHA Board of Directors (BOD); (b) special assessments, if any, for capital improvements; and (c) individual assessments for which may be levied against any Lot and the Owner thereof as a result of such Owner's failure to comply with the terms of these Covenants, Conditions, Rights, and Restrictions, or Bylaws of SOHA. Failure to pay within 90 days of the deadline shall result in legal action such as a lien or lawsuit upon such Property enforceable by appropriate proceedings at law or equity.
- D. The annual assessment for each Lot shall commence on January 1 of each year and shall be paid in advance. The SOHA BOD Association in accordance with the Covenants, Conditions, Restrictions, and Rights, and Bylaws shall establish the annual assessment. Any Lot or common area that may be owned by SOHA shall not be subject to any assessment by SOHA, be it annual, special, or individual.
- E. Individual SOHA directors or any committee to which authority is delegated with regard to enforcing this Declaration of Covenants, Conditions, Restrictions, and Rights shall be immune from liability for actions taken in enforcement.
- F. The SOHA shall maintain adequate general liability insurance and members and officers liability insurance in order to fulfill its obligations with regard to enforcing this Declaration of Covenants, Conditions, Restrictions, and Rights. The cost of insurance shall constitute a common expense.

II. Residential Review Committee

- A. A Residential Review Committee (RRC) is hereby established in accordance with Procedure for Sherman Oaks Architectural Review, marked "Exhibit A", attached hereto and made a part hereof.
- B. No building shall be constructed without compliance with provisions set out in said procedure.
- C. The RRC's authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the RRC.
- D. Neither the RRC nor any architect nor 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.
- E. Each and every Covenant, Condition, Restriction, and Right contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said Covenants, Conditions, Restrictions, and Rights shall, for any reason, be held to be invalid or unenforceable, all remaining Covenants, Conditions, Restrictions, and Rights shall nevertheless remain in full force and effect.
- F. The SOHA BOD may serve as the RRC as provided herein.

III. Exclusive Residential Use and Improvements

- A. All Lots in the Sherman Oaks Subdivision shall be known and described as residential lots and shall be used for single family residential purposes exclusively, and not for any purpose of business or trade. Any Owner or occupant of a Lot who desires to register their Lot as a place of business or a non-profit center must, in addition to complying with all federal, state, and local laws pertaining to same, submit a written proposal to the BOD for approval. No business or other non-profit activity may be conducted without the prior written consent of the BOD and compliance with all federal, state, and local laws pertaining to the operation of a home business.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two and one-half stories, or thirty-five (35) feet in height, and a private garage for not more than four cars whose doors will not be visible from a public street, and which shall be located upon the rear of the home unless prior to the enactment of these covenants a garage is located in the front of the home, and other out buildings incidental to and necessary for proper residential use of the Lot. Any out building will be in conformity to the standards set herein and approved by the RRC.
- 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 lines shown on the record plat as required by applicable zoning laws.

- D. No dwellings shall be erected containing less than one thousand six hundred (1600) square feet of living (heated) area for one-story buildings, exclusive of porches, garages and basements. Any one and one-half (1½) story dwelling must contain at least one thousand two hundred (1200) square feet of living area on the first floor, with no less than a total of eighteen hundred (1800) square feet of living (heated) area in the entire dwelling. Any two-story dwelling must have at least two thousand (2000) square feet of living (heated) area. All dwellings will have wooden or vinyl-clad windows on all sides, brick on all four sides of the foundation and no exposed block. All homes are to be of traditional styling, unless approved in writing by the RRC.
- E. No Lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding except with the written consent of the developer.
- F. No separate, free-standing shed, shack, metal storage unit, metal garage, or garage canopy shall be placed on any Lot without the prior approval of the RRC.
- G. Portable storage devices may remain on a lot for up to 14 days.
- H. No more than a single-family unit shall occupy any Dwelling.
- I. All front and side porches shall be bricked or stoned.
- J. The operation of a daycare, school, swimming class, musical instrument training center, choral or vocal training center, or animal boarding facility is prohibited within any Lot.
- K. No satellite dishes shall be placed where they are visible from the public right-of-way, nor shall any Lot owner be permitted to install an above-ground swimming pool. Any in-ground swimming pools and/or trampolines must not be visible from the public right-of-way.
- L. Solar collectors and wind turbines are permitted provided these are not visible from the public right-of-way.
- M. Homes shall be a pleasing neutral color that complements adjacent Homes.
- N. Commercial door-to-door solicitation is prohibited and shall be governed by the City of Trussville Code of Ordinances.

IV. Maintenance Requirements

- A. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds within such Property that shall tend to decrease the beauty of the specific area or of the Sherman Oaks Subdivision as a whole.
- B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Sherman Oaks Subdivision and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Sherman Oaks Subdivision Property, including vacant Lots. The RRC reserves the right, after ten (10) calendar day 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 and trash which in the opinion of the RRC detracts from the overall beauty of the Sherman Oaks Subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to developers and builders or their assigns during the sales and development period, such sales period to extend until the last Lot is sold.
- C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except a reasonable number of dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose. Pet owners are required to remove pet waste from Sherman Oaks Subdivision Lots.
- 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 as governed by the City of Trussville Code of Ordinances.
- E. No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall be kept in sanitary containers, garbage compactor units or similar containers. Garbage containers shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the RRC as not to be visible from any road within sight distance of the Lot at any time except during refuse collection.
- F. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, as governed by the City of Trussville Code of Ordinances.
- G. No structure of a temporary character, trailer, basement, tent, or shack shall be used at any time as a residence either temporarily or permanently.
- H. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and certificate of occupancy issued by the appropriate Governing Agency.
- I. No sign of any kind shall be displayed to the public view on any Lot except one professionally produced political or charitable sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising the Property for sale or rent, or signs used by a builder to advertise the Property during the construction and sales period. All signs shall comply with design specifications of the RRC. No signs shall be nailed to trees. This provision shall not apply to the developer or builders or their assigns during the sales period.

- J. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.
- K. No garage doors shall be permitted on the front of houses.
- L. Outside air-conditioning units may not be located in the front yard. Outside air-conditioning units in other locations must be hidden from the street view.
- M. Wood frame or vinyl-clad windows will be used exclusively on all sides of Dwellings.
- N. No foundation block shall be exposed on any structure sides, front or rear.
- O. No vertical siding shall be used on the construction of any dwelling unless approved in writing from the RRC.
- P. No fencing shall extend near the street than the rear line of the dwelling.
- Q. No shrubs or trees on street corners that impede view of sight or pedestrians or automobiles shall be permitted.
- R. No walls above the grade of the Lot shall be erected, nor growing hedges planted and maintained on said Lot in front of the front line of the residence. No wall or fence shall be erected on the rear of the Lot which exceed six (6) feet in height. The RRC must approve in writing any walls on the rear of the Lot above the line of sight.
- S. Upon the completion of a residence, all front and side yards will be landscaped with solid sod of Bermuda, Fescue, St. Augustine, Zoysia, or similar grass. The rear yard may, at builder or owner's option, be sprigged or may be neatly maintained as natural foliage.
- T. Areas where grass and shrubs will not grow, for instance, shaded areas, shall be covered with pine straw, mulch, or similar attractive material that is regularly refreshed.
- U. The roof pitch on any residence shall not be less than seven (7) and twelve (12) unless first approved in writing by the RRC.
- V. All mail boxes located on street to be brick or stone unless otherwise approved by the RRC.
- W. No homeowner, Lot owner, or occupant shall maintain their Lot in a way that decreases the beauty of the neighborhood. Excessive or obtrusive lawn ornaments and untrimmed shrubs are prohibited. Vegetable gardens shall not be visible from the public right of way.
- X. Vacant Lot owners shall maintain a cleared space extending at least ten feet inward from the front Lot boundary.
- Y. No structure of a temporary character, for instance, a vehicle cover, tent, trailer, or "pod," shall remain on any Lot for more than seven calendar days.

- Z. Owners and occupants shall prevent any sound or noise that violates that disturbs the peace, quiet, and enjoyment of the surrounding Lot owners or occupants. No Owner or occupant shall use an external speaker, horn, whistle, siren, bell, or other sound device except for devices used for security purposes. Owners and occupants shall use reasonable measures to keep dogs and other household pets from barking or causing sound so as to violate this provision.

V. Vehicles

- A. Ordinary household vehicles such as sedans, sport utility vehicles, pick-up trucks, family vans, motorcycles, or motor scooters shall be parked in garages, driveways, or paved areas within the Lot as governed by the City of Trussville Code of Ordinances.
 - B. Automobiles or similar vehicles that are kept on blocks or stored on any Lot must not be visible from the public right of way as governed by the City of Trussville Code of Ordinances.
 - C. Owners shall park or store boats, boat trailers, utility trailers, campers, mobile homes, and recreational vehicles in locations that are not visible from the public right of way as governed by the City of Trussville Code of Ordinances.
 - D. Owners shall not park any truck or commercial vehicle over one ton payload, no bus, or any similar vehicle on their Lot or on the public right of way per as governed by the City of Trussville Code of Ordinances.
 - E. Homeowners shall provide parking space adequate for the use of the occupants as governed by the City of Trussville Code of Ordinances.
 - F. Parking and vehicle storage on the public right of way or on the grass to accommodate residents is prohibited. Temporary public right of way parking for visitors and guests is permitted as governed by the City of Trussville Code of Ordinances.
 - G. No junk, inoperable, or abandoned vehicle shall be parked or stored on any Property per as governed by the City of Trussville Code of Ordinances.
- V. The Covenants, Conditions, Restrictions, and Rights 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 SOHA BOD or any person or persons owning any Lot on said land: (a) 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; (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law; or (c) proceed with the assessment of a lien or special assessment against the Property as provided herein.
- VI. These covenants and restrictions may be altered with the consent of a majority of Property owners whose past and current assessment and dues payments are paid, following the approval of the SOHA BOD.

End of amendment, signatures appear on next page.

In Witness Whereof, the SOHA, after a duly authorized vote of all Lot owners and members of SOHA whose past and current assessment and dues payments are paid having occurred and a majority of Lot owners having approved of these amendments to the original *Covenants, Conditions, Restrictions, and Rights* as described above, the duly authorized officers of the SOHA have executed this instrument on the ____ day of _____, 2018.

Sherman Oaks Homeowners' Association, Inc.

Signature: _____

Print: _____

Its president.

Signature: _____

Print: _____

Its secretary.

State of Alabama, County of Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as Member of Sherman Oaks Homeowners' Association Inc., 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, as such Member, and with full authority to do so, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2018.

Signature: _____, Notary Public

My Commission Expires: _____

Exhibit A: Procedure for Sherman Oaks Homeowners' Association

- A. An Architectural Control Committee (ACC) shall be established for the Sherman Oaks Subdivision, in writing. Concurrence by a majority of this committee shall be binding and final.
- B. When a builder develops a house plan for presale or speculation, he shall deliver copies to the ACC.
- C. House plans submitted for review shall include:
 - 1. Detailed architectural drawings such as are generally acceptable to lending institutions for purposes of making loans.
 - 2. Elevation indicating grade and materials.
 - 3. Site plan indicating setback requirements and proposed house location and depth to be excavated.
- D. No clearing or other site construction may be started before plans are approved in writing.
- E. Approved plans for a particular Lot are good for that Lot only.
- F. Residential review committee (RRC): An RRC shall be established as a successor to the ACC to properly carry out and monitor the purpose and design of all covenants and restrictions. Said committee shall be composed of a group selected by a majority of residents in the subdivision and shall specifically be responsible for maintaining the landscaped entrance(s) and/or exit(s).
- G. As provided above, the Board of Directors may act as the ARC or RRC provided a simple majority of all Lot owners casting votes agree to permit the Board of Directors to operate as the ARC or RRC.

Exhibit B: Legal Description

These *Covenants, Conditions, Restrictions, and Rights* are applicable to the following Sectors and Lots:

- Sherman Oaks Subdivision (Lots 1-26) as recorded in Map Book 74, Page 3 in the Office of the Judge of Probate of Jefferson County, Alabama; and
- Sherman Oaks Subdivision Sector 1 (Lots 1-44) as recorded in Map Book 153, page 62 in the Office of the Judge of Probate of Jefferson County, Alabama; and
- Sherman Oaks Subdivision Sector 2 (Lots 1-34) as recorded in Map Book 159, Page 23 in the Office of the Judge of Probate of Jefferson County, Alabama
- Sherman Oaks Subdivision Sector 3 Lots 1-39 as recorded in Map Book 165, Page 50 in the Office of the Judge of Probate of Jefferson County, Alabama; and
- Sherman Oaks Subdivision Sector 4 (Lots 1-35) as recorded in Map Book 174, Page 91 in the Office of the Judge of Probate of Jefferson County, Alabama