

STATE OF ALABAMA            )  
  )  
COUNTY OF MONTGOMERY    )

**AMENDED COVENANTS AND RESTRICTIONS  
OF THE  
KNOLLWOOD SUBDIVISION (PLAT NO. 5)**

Please cross-reference:

Knollwood Plat No.5 as Recorded in Plat  
Book 35, Page 182.

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**WHEREAS**, Knollwood Plat No.5 (“Plat No. 5”) was recorded in Plat Book 35, at Page 182, in the Office of the Judge of Probate of Montgomery County, Alabama; and,

**WHEREAS**, Plat No. 5 contains certain Covenants and Restrictions; and,

**WHEREAS**, Plat No. 5 provides that a majority of the owners of the Lots may change by an affirmative vote the Covenants and Restrictions in whole or in part; and,

**WHEREAS**, the undersigned, representing a majority of the owners of the Lots have voted to change the Covenants and Restrictions as provided in this instrument;

**NOW, THEREFORE**, the Covenants and Restrictions for the Knollwood Subdivision are hereby amended and revised to provide as follows:

**DEFINITIONS**

**1.1 Additional Properties**

The term “Additional Properties” means all property not located within the Knollwood Subdivision at the time of filing of this instrument but that is subsequently annexed into the Knoll wood Subdivision by virtue of being included on a plat having a caption containing the name “Knollwood” and indicating an intent that the property shown be included within the Knoll wood Subdivision, provided that the Homeowners Association must expressly approve any such annexation.

**1.2 Common Areas**

The term “Common Areas” means the landscaped median of Knollwood Boulevard (the boulevard itself is dedicated to Montgomery County), the landscaped berm extending the length of the property fronting U.S. Highway 80 and Knollwood Boulevard, the Knollwood Community Playground and Picnic Area (Lot 122), and any other property designated as part of the Common Areas by the Homeowners Association.

**1.3 Community Standards**

The term “Community Standards” means the standards for maintenance, conduct, and other activities, throughout the Knollwood Subdivision as established by the Homeowners Association.

**1.4 Days**

The term “days” means calendar days, but if the time for performing or taking any action expires on a Saturday; Sunday; or Federal, State, or local legal holiday, then such time shall be extended to the next day that is not a Saturday, Sunday, or legal holiday.

**1.5 Design Guidelines**

The term “Design Guidelines” means the design and construction guidelines for property, any portion of which is located within the Knollwood Subdivision, as established by the Homeowners Association and any accompanying application and review procedures.

**1.6 Homeowners Association**

The term “Homeowners Association” means the Alabama nonprofit corporation known as the Knollwood Homeowners Association (and formerly known as the Knollwood Community Organization, Inc.), or its successors and assigns.

**1.7 Knollwood Subdivision**

The term “Knollwood Subdivision” means the property shown on Knoll wood Plat No. 1; Corrected Knollwood Plat No.1; Knollwood Plat No.2; Knollwood Plat No.3; Knollwood Plat No.4; Knollwood Plat No.5; and Knollwood Plat No. 6, all as recorded in the Office of the Judge of Probate of Montgomery County, Alabama, as well as all Additional Properties.

**1.8 Lot**

The term “Lot” means a lot as shown on any existing or future plat of the Knollwood Subdivision.

**1.9 Lot Owner**

The term “Lot Owner” means a Person holding record title to any Lot, but excludes any Person holding an interest in a Lot merely as security for the payment of a debt.

**1.10 Person**

The term “Person” means a natural or jural person or other legal entity or a fiduciary acting on behalf of a natural person, jural person, or other legal entity.

**1.11 Resident**

The term “Resident” means any natural person residing within the Knollwood Subdivision or otherwise occupying any Lot or structure within the Knoll wood Subdivision.

**ESTABLISHMENT OF COVENANTS AND RESTRICTIONS**

**2.1 Generally**

These Covenants and Restrictions establish rights and obligations of Lot Owners, Residents, and the Homeowners Association, including limitations on improvements to Lots and standards for the maintenance of Lots. These rights and obligations will ensure the protection and maintenance of the properties to enhance the value, desirability, and attractiveness of the Lots for the benefit of all Lot Owners, Residents, and the Homeowners Association. The Covenant and Restrictions shall be a burden upon and a benefit to not only the current owner of each Lot, but also his successors and assigns.

**2.2 Running With The Land**

The Covenants and Restrictions in this instrument shall constitute covenants running with the land for the benefit of the Homeowners Association, and its successors and assigns, and for the benefit of any Person that now owns or that hereafter owns any Lot or Common Areas in the Knollwood Subdivision and such Persons and the Homeowners Association are specifically given the right to enforce these Covenants and Restrictions through any proceedings at law or in equity for any violation or threatened violation of these Covenants and Restrictions and to recover any damages suffered from such violation or threatened violation.

**HOMEOWNERS ASSOCIATION**

**3.1 The Association**

There shall be only one (1) Homeowners Association in the Knollwood subdivision, the nonprofit corporation known as the Knollwood Homeowners Association (and formerly

known as the Knollwood Community Organization, Inc.). The Homeowners Association was established to prevent neighborhood deterioration, to represent the interests of the Lot Owners, to assess and collect association dues, to enforce the Covenant and Restrictions, and to maintain and improve the Common Areas.

### **3.2 The Executive Council**

The Homeowners Association is governed by an Executive Council. The Executive Council is composed of the Homeowners Association's elected officers and block captains. No one, including Executive Council members or Residents, shall engage in business decisions, business transactions, or the distribution or collection of materials or information concerning the Homeowners Association or properties in the Knollwood Subdivision without the approval of the Executive Council.

### **3.3 Membership**

Each residential Lot Owner shall be obligated by ownership of said Lot to be a member of the Homeowners Association and shall be obligated to pay an annual assessment and any special assessments or other charges and any fines or penalties that may be requested, assessed, or levied by the Homeowners Association. Annual assessments are delinquent after December 15th of each year. Special assessments that are deemed necessary to address the needs or other matters of the Knollwood Subdivision may be made, and all Lot Owners shall be required to pay such special assessments. Voting provisions for Lot Owners and other Residents shall be determined by the Executive Council.

## **LAND USE**

### **4.1 Lots**

No Lot shall be used except for private residential purposes. No residence other than one detached single family dwelling not to exceed two and one half stories in height shall be permitted on any Lot. The residence may include an attached private garage or attached private carport for not more than two (2) automobiles. Any detached garage or carport shall not be considered part of the residence but shall be considered an auxiliary structure.

### **4.2 Buildings**

No buildings for business, manufacturing, or other commercial purposes shall be constructed, erected, placed, or maintained on any Lot, nor shall any manufacturing be conducted on any Lot. No previously approved structures shall be used for any purpose other than that for which it was originally designed and approved.

### **4.3 Common Areas**

No additions, changes, alterations, or removal of any property (including but not limited to structures, trees, landscape elements, or equipment) shall be made to the Common Areas without

the approval of the Executive Council. All Lot Owners and Residents of the Subdivision have the right the enjoyment of the Common Areas.

#### **4.4 Drilling**

No well for the exploration or production of, or from which there may be produced, any petroleum or gas shall be drilled, operated, or maintained within the Knoll wood Subdivision, nor shall any drilling rig, derrick, pump, equipment, appliance, or structure be constructed, erected, placed, operated, or maintained on, above, or under any property within the Knollwood Subdivision in connection with such activities.

#### **4.5. Excavation and Mining**

No excavation, mining, quarrying, extraction, or other removal of stone, sand, gravel, coal, minerals, metals, ores, earth, or other materials shall be made within the Knollwood Subdivision except in connection with the grading or landscaping of any Lot, Common Areas, or other property within the Knollwood Subdivision or in connection with the construction or remodeling of any residence or auxiliary building within the Knollwood Subdivision.

#### **4.6 Subdivision of Lots**

No Lot may be subdivided for the purpose of increasing the size of adjacent Lots. No additional building plot may be created by further subdividing an existing Lot and no residence shall be erected or placed on any Lot having a width of less than 70 feet at the minimum setback line nor shall any residence be erected or placed on any Lot having an area of less than 12,000 square feet. A residence may be erected on any numbered Lot as originally platted. Said Lots shall not be subdivided or sold other than herein authorized and provided.

#### **4.7 Underground Utilities**

All utility lines, pipes, conduits, and wiring for electricity, gas, telephone, water, sewer, cable television, security, and any other utility services shall be installed and maintained below ground.

### **ARCHITECTURAL CONTROL**

#### **5.1 The Review Board**

The Executive Council of the Homeowners Association will serve as an architectural review board and will ensure that homes and landscape elements are of tasteful and aesthetically pleasing design. The Executive Council shall adopt and enforce Design Guidelines for the appearance of residences and landscape.

## **5.2 Plan Approval for Construction, Remodeling, and Additions**

The architecture of any residence to be constructed or remodeled shall be generally in substantial harmony with the architecture in the Knoll wood Subdivision and shall conform to the Design Guidelines. All plans and specifications for the construction, re-construction, expansion, demolitions, or remodeling of any residence, auxiliary structure, or exterior improvements (including fences and painting) shall require the approval of the Homeowners Association before any work is commenced. A fee to the Homeowners Association may be required if a consultant is needed to make recommendations. A plan approval form must be requested from the Homeowners Association.

## **5.3 Exterior Painting**

Exterior paint colors and color schemes shall be approved by the Homeowners Association.

## **5.4 Fences**

Chainlink or wood fences shall be erected on the rear and sides of each residential Lot and no closer than seventy-five (75) feet to the street. Walls of brick, concrete blocks, or other similar materials, shall not be used in place of or as fences. However, panels or sections of fence may be joined by columns made of brick, concrete blocks, or similar materials.

## **5.5 Construction and Remodeling Obligations**

All building debris must be removed from the Lot as often as necessary to keep the Lot clean. No equipment, dumpsters, bins, tools, outbuilding, storage structure or storage container of any kind, shall be allowed to occupy the Lot prior to beginning the construction, re- construction, demolition, expansion, or remodeling activity.

Once construction has commenced, such activity or activities shall be completed within one year. The commencement date shall be the date the foundation is started. The interior and exterior of the residence shall be completed before occupancy. If the residence is unoccupied after a year, the owner(s) shall assume the same financial and maintenance obligations as Lot Owners in the Subdivision.

Each Lot Owner shall maintain the Lot in a neat and orderly condition throughout initial construction and throughout any re-construction, demolition, expansion, or remodeling activity and shall not allow trash and debris from its activities to be carried by the wind or otherwise scattered within the Knollwood Subdivision. Storage of construction materials on the Lot shall be subject to such conditions, rules, and regulations as may be set forth in the Design Guidelines. Each Lot Owner shall keep roadways, easements, swales, and other portions of the Knoll wood Subdivision clear of silt, construction materials and trash from its activities at all times. Trash and debris during initial construction of a residential dwelling shall be contained in standard size dumpsters or other appropriate receptacles and removed regularly from Lot and shall not be buried or covered on the Lot. Any

Lot on which construction is in progress may be policed prior to each weekend and, during the weekend, all materials shall be neatly stacked or placed and any trash or waste materials shall be removed. In addition, Lot Owners shall remove trash and debris from the Lot upon reasonable notice by the Homeowners Association in preparation for special events.

## **RESIDENTIAL PROVISIONS**

### **6.1(a) Dwelling Specifications**

No residence shall be permitted to occupy any Lot unless the ground floor area of the main structure, exclusive of open porches and attached garages, is at least 2,000 square feet, in the case of a one story structure, or at least 1,200 square feet, in the case of a two-story structure. All houses shall be primarily of brick veneer construction and shall be centrally air conditioned.

### **6.1 (b) Dwelling Specifications**

The residence on any Lot must face the street to the front of the Lot as indicated by the building line as shown on the plat, and no part of any residence or building shall be nearer to the street on which it faces or any side street than the distance between the street and the building line shown on the plat, nor nearer than 10 feet to any side Lot line. The side line restrictions shall not apply to a garage located on the rear one-quarter of the Lot, except that on corner Lots, no structure shall be permitted nearer than 15 feet to the side street line. The minimum distance between buildings located on adjacent Lots shall be 30 feet.

### **6.2 Auxiliary Structures**

No more than one (1) auxiliary structure shall be permitted on any Lot. No auxiliary structures of any kind or nature, except garden or ornamental landscape structures, shall be erected or allowed to occupy any portion of any Lot, except that portion of the Lot to the rear of the residence.

### **6.3 Residential Damage**

Any residence or other structure on any Lot, which residence or structure may be destroyed in whole or in part, must be rebuilt within one (1) year. All debris must be removed and the Lot restored to a condition that does not mar the appearance of the Knollwood Subdivision with reasonable promptness. Debris should not remain on any Lot longer than ninety (90) days.

### **6.4 Temporary Structures**

No structure of a temporary character, including but not limited to any trailer, tent, or shack, shall be used at any time as a residence.

## PROPERTY MAINTENANCE

### **7.1 Non-residential Lot Owners and Vacant Residential Owners**

Lot Owners shall at all times maintain Lot conformity with the Community Standards and in such manner as to prevent them from becoming unsightly by reason of unattractive growth or the accumulation of rubbish or debris. Vacant residences shall not be permitted to remain in need of repair provisions. If the Lot Owner should fail to adhere to the above provision, the Homeowners Association shall be authorized to make entrance upon the Lot for the purpose of mowing, removing, clearing or cutting underbrush, weeds, or trash which detract from the overall aesthetic appeal and safety of the Knoll wood Subdivision. Such entrance upon the property for these purposes shall not be a trespass.

### **7.2 Residential Lot Owners and Vacant Residential Owners**

No residence shall be permitted to remain in need of repair. Each residence shall at all times be kept in good condition in accordance with the Community Standards. Lawns shall be maintained regularly by cutting and edging. Shrubs, bushes, and landscape plants should be trimmed and kept to appropriate height. Back yards shall be clear of overgrown weeds, trash piles, multiple vehicles, or disabled vehicles. Lawn cutting shall begin no earlier than 7:00 A.M. Monday through Friday and no earlier than 8:00 A.M. on Saturday and Sunday.

## GENERAL PROVISIONS

### **8.1 Accumulation of Refuse**

No wood, metals, bulk materials, refuse, lawn clippings and waste, or trash shall be kept, stored or allowed to accumulate on any property within the Knollwood Subdivision. Containers for trash and refuse shall be stored in such a manner so that they are not seen from street view and have no visual impact on adjacent Lots or Common Areas. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate. 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 drainage ditch, stream or pond, within the Knollwood Subdivision, except that fertilizers may be applied to landscape areas on Lots and Common Areas provided care is taken to minimize runoff. No lumber, metals, bulk materials, refuse, trash, or other similar materials shall be kept, stored or allowed to accumulate outside the buildings on any Lot, except as may be permitted during any period of construction of improvements to a Lot. No hazardous materials shall be treated, deposited, stored, disposed of, or used in or on any Lot or the improvements thereon. "Hazardous materials" means materials, substances, gases, or vapors identified as hazardous, toxic or radioactive by any applicable federal, state, or local laws, regulations, or ordinances.



## **8.2 Animal Enclosures**

Pets kept outdoors must be in a fence or confined enclosure. Any structure or enclosure for the care, housing, or confinement of domestic pets shall be located at the rear of the property and shall not have any visual impact on adjacent properties. Maintenance shall be done to prevent unpleasant odors from the enclosure.

## **8.3 Antennas**

To the extent permissible under applicable federal, state, or local laws, regulations, or ordinances, outside radio and television antennas shall be installed in such a way as not to be visible from the street. Wires and cables must be installed with minimal visibility.

## **8.4 Business Activity**

No noxious, offensive or illegal activity shall be carried on upon any Lot. No commercial or business activity shall be conducted on any Lot unless approved by the Executive Council. Any legal business operated from a residence shall not be visible, disruptive, or infringe upon the rights of neighbors.

## **8.5 Commercial Vehicles**

Commercial vehicles with a gross vehicle weight rating of 16,000 pounds or less (which correspond to Class 1, Class 2, Class 3, and Class 4 commercial trucks at the time of adoption of these Covenants and Restrictions) shall be parked at the rear of the property in such a manner as to have no visual impact from any street or on adjacent Lots and common areas. Parking shall be permissible for vehicles that are currently in use. Commercial vehicles include (but are not limited to) any vehicle with lettering indicating the person or entity employing the vehicle or with advertising visible on the exterior of the vehicle or any vehicle that is carrying tools, machinery, equipment, supplies, or debris, any of which is visible from the exterior of the vehicle. The parking of commercial vehicles with a gross vehicle weight rating in excess of 16,000 pounds shall not be allowed within the Knollwood Subdivision except that delivery and service vehicles may be parked while making deliveries or service calls within the Knollwood Subdivision, provided that such vehicles may not be parked for any period beyond such time as necessary to make the delivery or service call. However, the preceding sentence notwithstanding, no parking of any commercial vehicle with a gross vehicle weight rating in excess of 16,000 pounds shall exceed eight (8) hours under any circumstances.

## **8.6 Combustible Liquid**

There shall be no storage of gasoline, propane, heating, or other fuels, except for a reasonable amount of fuel that may be stored in containers appropriate for such purpose on each Lot for emergency purposes and for operation of lawn mowers and similar tools

or equipment and except as may be approved in writing by the Homeowners Association. The Homeowners Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment.

### **8.7 Energy Saving Device**

Raised or tilted solar panels may be installed only on the rear roof of residences and other structures. Front solar panels shall be flush mounted. Panels shall be boxed in and finished to blend with the color of the roof. Installed solar connectors shall not be visible from the street.

### **8.8 Firearms**

The discharge of any type of firearm for any purposes within the Knollwood Subdivision is not allowed. The term "firearm" includes, without limitation, B-B guns, pellet guns, and hand guns, rifles, and shot guns of all types. The Homeowners Association may impose fines and exercises other enforcement remedies as set forth in these Covenants and Restrictions, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

### **8.9 Home Surveillance**

Security cameras located on the exterior of the residence shall be aimed only towards areas open to street view. Security cameras shall not be aimed towards the areas of surrounding properties that are not open to street view. Security cameras, at any time, that vary from the described positions shall be removed by the owner. The placement or mounting of security cameras on the exterior of the property other than on the exterior portions of the residence shall be prohibited. The installation and use of audio surveillance on the exterior of the residence or any other structure is prohibited.

### **8.10 Mailboxes**

Mailboxes shall be kept in good condition. Attention should be given to paint, general appearance, and position. Repairs or replacement must be done in reasonable time. To further enhance the aesthetics of the Knollwood Subdivision, mailboxes of like design may be required of Lot Owners. Mailboxes in enclosed structures may remain upon approval by the Homeowners Association.

### **8.11 Outdoor Burning**

Burning should be done during morning hours. Fires must be extinguished such that no smoke or flame is evident after 1 P.M. Burning that creates noxious fumes is prohibited. Barbecues and wood burning from fireplaces are permitted.

### **8.12 Parking**

Vehicular parking on front lawns shall not be allowed. Automobiles and non commercial trucks and vans shall be parked only in the garages or in the driveways, if any, serving the Lots unless otherwise approved by the Homeowners Association; provided, however, that the Homeowners Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. No automobile or non-commercial truck or van may be left upon any portion of the Lot, except in a garage,

if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Such vehicle shall be considered a nuisance and may be removed from the Lot. No motorized vehicles shall be permitted on pathways or unpaved Common Areas except for public safety vehicles authorized by the Homeowners Association.

### **8.13 Pets**

No animals shall be kept within the Knollwood Subdivision except domestic dogs, domestic cats, fish kept indoors in aquariums, domestic birds (other than poultry, game birds, fowl, flightless birds, or birds of prey, regardless of whether kept as pets or for other purposes) kept indoors in cages, or domestic rodents kept indoors in cages or rodent enclosures. No animals may be kept for purposes of breeding or kept for any commercial purpose. Dogs and cats, without a leash, shall be restricted to the owner's Lot.

### **8.14 Recreational Equipment**

Recreational equipment shall be located only to the rear of the Lot. Earth-tone colors are preferred. The height of the equipment and the proximity to adjacent streets, Lots, and Common Areas shall be such as to have no visual impact on the adjacent streets, Lots, and Common Areas. Basketball backboards that are secured to houses, carports, or garages shall be painted to match or blend with the mounting surface. Portable basketball hoops shall not be stored in front yards or on the Common Areas. All portable basketball hoops stored on the driveways of residence shall be placed in a location to minimize any visual impact on the residence. Portable basketball hoops shall not be placed in the street for recreation purposes.

### **8.15 Recreational Vehicles**

No recreational vehicles or similar vehicles shall be parked or stored on any Lot for a period of time in excess of twenty-four (24) hours, unless the vehicle is housed in a carport or garage, or parked beyond the rear line of the residence, or otherwise screened from street view and adjacent properties. Screening by mature landscape elements is permissible. The term "recreational vehicles," as used herein, shall include, without limitation, motor homes, travel trailers, campers, boats, jet skis or other water craft, trailers (including, but not limited to, horse trailers and other animal trailers), other towed vehicles, motorcycles, all terrain vehicles, minibikes, scooters, go-carts, golf carts, or buses.

### **8.16 Renters**

Occupants shall assume the obligations as stated in this document as Lot Owners and Residents of the Homeowners Association. The Lot Owners and occupant(s) shall have an agreement which provides for the upkeep of the residence and property.

### **8.17 Sight Distance at Intersections and Driveways**

All property located at street intersections or driveways shall be landscaped and improved so as to permit safe sight across such areas. No fence, wall, tree, hedge, or vegetation shall be placed or permitted to remain where it would cause a traffic or sight problem. No fence, wall, tree, hedge, or vegetation which obstructs sight lines and elevations between 2 feet and 6 feet above the street, shall be placed or permitted to remain on any corner Lot within that triangular area formed by the street lines and a line connecting such lines at points 25 feet from the corner intersection of said street lines. The same sight line limitations shall apply on any Lot within 20 feet from the intersection of the street line with the edge of a driveway. No tree, hedge, shrubbery planting, or other landscape element shall be permitted to remain within such distances, areas or intersections, unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight-lines.

### **8.18 Signs**

No commercial signs or advertising of any kind shall be displayed to the public view on any Lot except one sign of not more than five square feet advertising the property for sale or rent

### **8.19 Storage of Materials and Equipment**

All equipment, tools woodpiles, garbage cans, clothes lines refuse or storage piles shall be fenced or landscape buffered to conceal same from view of neighboring Lots and streets. No lumber, brick, stone, block, concrete or other building materials, scaffolding, mechanical devices, or any other similar materials or items shall be kept for longer than the length of time reasonably necessary for the construction to completion of the improvement for which same is to be used.

### **8.20 Vehicle Maintenance and Repair**

Minor repairs that can be done in a short period of time shall be done at the rear of the property. Otherwise, vehicle maintenance or repair shall be performed in a garage except in emergency situations. No vehicle or piece of equipment shall be parked, placed, or stored in or on any street, driveway, yard, or Lot except in a garage, or placed in an auxiliary building.

### **8.21 Flags**

Any display of flags or banners should be on a pole attached to the residence.

## **ENFORCEMENT**

### **9.1 Assessments**

Property owners agree that all assessments are a legal and lawful debt and agree to pay said assessments, including the cost of collection, attorney fees and court cost, and waive now and forever any right of exemption under the constitution of the laws of the State of Alabama and any other State. As used herein, the term “assessment” shall mean any annual assessment and any special assessments or other charges and any fines or penalties that may be requested by the Homeowners Association of the Lot Owners or any one of them.

### **9.2 Rights and Obligations**

The Homeowners Association or any Lot owner shall have the right to enforce, by any proceeding at law or in equity, the covenants, restrictions, conditions, and charges imposed by the provisions of these Amended Covenants and Restrictions. Failure by the Homeowners Association or by any Lot owner to enforce the covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter. If any Resident or Lot Owner, or their heirs or assigns shall violate or attempt to violate any of the covenant or restrictions herein, it shall be lawful for the Homeowners Association or any person owning any other Lot in said subdivision to prosecute by any proceedings at law or in equity against the person or persons violating or attempting to violate said covenant or restrictions, and either to prevent him or them from so doing or to recover damages or other dues for such violation. Invalidation of any part of these Amended Covenants and Restrictions shall in no way affect any of the other provisions which shall remain in full force and effect.

### **9.3 Duration**

These Amended Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of the recording of this document at which time said covenant and restrictions shall be automatically extended for successive periods of ten years unless by a vote of the majority of the owners of the Lots it is agreed to change the said covenant and restrictions in whole or in part.

### **9.4 Headings**

The headings of sections in this document are for convenience of reference only and shall not in any way limit or define the content or substance of such sections. The Homeowners Association reserves the right to address and seek resolution to any matter that relates to the aesthetics of the subdivision or the safety and rights of Residents and Lot Owners even though the matter may not be included in this document.

## **9.5 Indemnification of Members**

The Homeowners Association shall indemnify every officer, block captain, and committee member of the Homeowners Association against any and all expenses, including trial and appellate attorney's fees and cost, reasonably incurred by or imposed upon any officer, block captain, and committee member in connection with any action, suit or other proceedings to which he or she may be a party, by reason of being or having been an officer, block captain or committee member. The officers, block captains, and committee members shall not be liable for any mistake of judgement, negligent or otherwise except for their own individual willful maintenance, misconduct or bad faith, with regard to the business of the Homeowners Association. The officers, block captains, and committee members shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Homeowners Association, and the Homeowners Association shall indemnify and forever hold each one, including members of his or her family, free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall be exclusive of any other rights to which any officer, block captain, or committee member may be entitled.

## **9.6 Violations**

Once a violation occurs, every effort shall be made to work with the Resident or Lot Owner in order to resolve the violation. The enforcement process will begin with a letter to the Resident or Lot Owner that describes the violation. If the violation is not resolved promptly, affected Lot Owners or Residents shall contact the Executive Council of the Homeowners Association within 15 days to discuss the date for resolving the violation. Upon failure to contact the Executive Council or to resolve the violation by the date given, a letter will be sent stating that resolution of the violation is expected within 30 days. If the violation still is not resolved, the Executive Council will hold a hearing for the purpose of assessing and collecting fines. Should the violation persist following such hearing or should the assessed fines not be paid, a certified letter will be sent notifying that, unless the matter is resolved within the next 30 days, the Homeowners Association may refer the matter for legal recourse. The Homeowners Association also will seek reimbursement of all fees and cost incurred by the Homeowners Association in the enforcement of the violation and the collection of fines assessed. These rights and remedies are not exclusive or in lieu or any other rights and remedies and the Homeowners Association reserves the right to exercise any other remedy or remedies that may be available at law or in equity, including, but not limited to, those remedies in Section 9.2 of these Amended Covenants and Restrictions.