

Southland Place Newsletter

1st Quarter



A new board was elected at the second general member meeting on January 22, 2026. Greg Delahanty, Carla Gray and Cheri Kriner will continue on the board for one more year.

Carla will continue as Board President, Cheri will continue as Treasurer and Greg will serve as Vice President. Two new board members were elected as well. They are:

Board Secretary Jonathan Davis

Jonathan Davis grew up in Spanish Fort. He and his wife spent a few years living in Knoxville, Tennessee, but have since moved back to Baldwin County and called Fairhope home since 2022. They moved into Southland Place in May of last year and live on Pemberton Loop. They recently had their first child, a baby girl.

In his free time, Jonathan enjoys spending time with family, taking trips to the beach, fishing, and watching college football. He is excited to serve as Secretary on the board and looks forward to meeting more of his neighbors in Southland Place.

Member at Large Glen Higdon

Glen and his wife, Beth, are the owners of the property located at 181 Pemberton Loop, where they previously resided from 2005 to 2011. The Higdon family remains active members of the Fairhope community, with three children currently attending the elementary, middle, and high schools.

In his new role, Glen aims to serve as a dedicated liaison between primary residents and investment property owners. He is committed to facilitating transparent communication and addressing neighborhood issues to enhance the community for all residents.

Glen welcomes your input and can be reached via 251-604-9593 or bethandglen@gmail.com

Presidents Notes:

Please read the new Rules and regulations approved by the board. Also new signs are going up in the neighborhood prohibiting soliciting and notices about pet owners picking up their dog's waste.

Community Meet and Greet at the former Gazebo May 16th from 10 to 12.

Upcoming projects:

A cover for the former gazebo area

A free lending Library

Landscaping on all the entrances

Upgrading the drainage ponds

Installing signs prohibiting soliciting or loitering, also signs warning about not picking up after your pet.

Starting a community service list. Open to any resident wanting to offer services to fellow Southland Place residents such as: a landscaper, a contractor or an electrician or?

This is meant to be a service to and for our residents. The board will not police any contracts or service agreements between residents. However if there are numerous complaints the service provider will be removed from the list

Some community ideas:

Looking for volunteers for several committees

Some one to repaint the community sign

This is the sign at the traffic circle at the end of Southland Place Blvd. Again the board will reimburse any expenses or purchase and needed supplies.

Landscaping

This involves the former Gazebo area and the entrances.

Neighborhood Helpers: people who live on a street getting to know their neighbors and bringing concerns and issues to the board.

The HOA financial's will be ready in mid April for anyone who wishes to call for them.

New Rules and Regulations are attached:

Southland Place Property Owners Association
Rules and Regulations
P.O. Box 765
Fairhope Alabama 36533-0765
In Effect as of March 31, 2026

You as a member of the community can help in the effort to make Southland Place a desirable place to live by keeping your homes and property in good condition, and by adhering to the below Rules and Regulations which have been revised by the Board of Directors.

Should a violation of these rules and regulations, bylaws or declarations of rights, covenants, restrictions, affirmative obligations and conditions be violated, the board will do the following: If a violation is officially identified, the homeowner will be notified by the Board of Directors via the U.S.- Mail, email or direct contact of the specific violation or violations. The homeowner shall have a reasonable amount of time to correct said violation or violations as defined in the notification. If they are not corrected within the time allotted, then the Board of Directors shall have the authority to assess a fine of \$100.00. The property owner, in violation, has the sole responsibility to notify the board of Directors when the violation has been corrected, the Board of Directors can verify the violation has been corrected and suspend any ongoing fines.

The remedies provided for above shall not be exclusive. The breach of the provision of the Declaration shall give the Association, or any owner, the right in addition to any other right or remedy elsewhere available, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

All expenses of such actions or proceedings against an owner in breach of the provision of the associations governing documents including court cost, attorney's fees, interest and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate on judgments until paid, shall be charged to and assessed against such property owner. If the owner in breach does not pay the total fine and charges assessed, by the association violation within (30)thirty days of the final assessment, the association shall have the right to place a lien for all the amounts due upon the property and improvements thereon of such defaulting property owner.

Rule 1.0: Buildings and structures: Per Covenants

No house or other building or structure shall be erected, altered, placed or permitted to remain on any lot other than one dwelling and no more than two (2) accessory buildings and such other structures, as shall be incidental to residential use. No barns will be permitted, for this subparagraph a garage or carport attached to any building on a lot shall not be considered a building or structure separate from that which it is attached to.

Accessory buildings/structures, if any, on each lot shall be designed in such a fashion as to blend with the design of the house and the surroundings and shall be located to minimize visibility from the street.

Buildings that were grandfathered in per membership meeting on June 3, 2007, shall be allowed to remain until the approved building becomes dilapidated and must be removed. The replacement building, if any, must be approved by the board of directors before installation, including buildings that were approved after that date by the Southland Place Board of Directors. Any building of any kind whether temporary or stand-alone must be approved by the Southland Place Board of Directors before placement or construction of the same on the lot or property.

Rule 2.0: Burning Refuse:

No refuse or yard waste shall be burned in an open fire on any lot at any time.

Rule 3.0: Vehicle Parking: Per Covenants

At no time, will personal vehicles, trailers, and/or trucks of any kind be allowed to park on the grass area of a lot or between the curb and sidewalk. At no time, will personal vehicles of any kind be allowed to park on the street or curb other than the occasional homeowner's family visit or party.

Homeowners occasional visitors or celebration attendees may straddle the curb and sidewalk to make the road passable for a short period of time, but not continuously. No vehicles, trucks, commercial vans or trailers for business purposes are allowed to park in the subdivision at any time, other than commercial vehicles, no larger than (1 ½) one and a half ton carrying capacity parked in the driveway. The occasional delivery or pickup of household goods is expected, as are other service vendors of a temporary nature.

No house trailers, truck(s)(other than a pickup truck) or mobile home shall be permitted on a lot, except trucks may be permitted during construction or temporary repairs, to any building, structure and other improvements on the lot. Travel trailers, hauling trailers, habitable motor vehicles, boats and boat trailers must be stored to the rear of the front most plane of the house and screened from view. No vehicles shall be allowed to park on the property without current registration. No trailer, mobile home, camper, recreational vehicle or other vehicle or boat shall at any time be used as a dwelling, temporarily or otherwise .

At no time shall recreational vehicles, boats, jet skis or work related equipment, trailers, mixers, supplies or concrete blocks or any other construction material be stored on trailers overnight, whether attached to a vehicle or not.

Rule 4.0:Common Areas;

There shall be no unauthorized motorized vehicles or trailers of any type, parked or operated on the Common Areas of the subdivision. Common areas are for the enjoyment of Southland Place property owners and their guests. There shall be no refuse of any kind placed for pick-up or stored on the common areas of the Southland Place community at any time without the express written permission of the Board of Directors

Rule 5.0: Grass;

The owner of the lot shall keep the grass properly mowed. To have a healthy green lawn, it is recommended that the grass be 2" to 3" inches in height. Where grass meets concrete or buildings it shall be properly edged and grass clippings shall be blown or swept from the concrete and disposed of. All ornamental foliage and shrubs shall be trimmed and maintained and the yard and landscaping shall be in good condition, free of trash, dead trees, plants and unsightly debris. Yard debris must be placed at the properties curb the night before (Thursday Evening) for scheduled pick-up on Friday morning. Do not placed yard waste on the storm drains. Yard waste place in front of the property, sidewalk or SPPOA property before Thursday shall be subject to fines. The City of Fairhope will not pick-up plastic bags left at the curb.

Rule 6: Mailboxes;

All mailboxes shall be 19"Lx7"Wx9"h as approved by the U.S. Postal Service and must be kept in good repair. Mailbox posts shall be upright and secure in the ground and the box secured to the post. Mailbox doors must remain on the box and be in good working order.

Mailboxes and posts must be of durable material, such as meta, wood or hardened plastic and painted with black enamel paint. Flags must be red in color. All mailboxes and posts that are installed as of this date and do not meet the specifications are grandfathered in and so approved, however if mailboxes and posts need to be replaced in the future the replacement mailbox and post must adhere to the above specifications. Any variance from the above, such as a brick mailbox, must be approved by the board in writing.

Rule 7.0: Property Alterations: Per Covenants

The homeowner must submit to the Board of Directors all proposed alterations to the buildings or the property in the form of a hand drawing, if needed, with a written specifications as to the work to be done. In addition, a copy of the building permit, contractor's name and insurance certificate and estimated completion date must be provided (30) thirty days prior to the beginning of the work.

Rule 8.0: Drainage Ditches

No owner of any lot shall throw trash or debris of any kind into the drainage ditches, as it will cause flooding in the subdivision. If a drainage ditch or other such easement runs through a lot, the owner of that lot shall be responsible for the maintenance of that portion of their property. In addition no one shall put garbage or yard waste on the concrete covers of the street gutter drains.

Rule 9.0: Resident Information

It is a requirement and the responsibility of the owners of property in the Southland Place Subdivision, who have individuals living on their property, are leasing out their property or who have purchased property located in Southland Place, to fill out the resident/tenant information form and mail it to the Homeowners Association at P.O. Box 765 Fairhope, AL 36533 within 10 days. Please do not rely on the Real Estate Company or Rental Agency to perform this task, it is your responsibility,

Rule 10.0: Annual Dues: Per Covenants

Invoices for the Annual Dues of the Southland Place Property Owners Association will be sent to the members no later than January 7th of each year. The total amount (currently \$300.00) is due by March 31. If dues are not paid as stipulated above a late fee of (\$100.00)

one hundred dollars will be added to an invoice on April 1. If the dues have not been paid by June 30 a lien will be filed on the property in the Baldwin County Probate Court.

Rule 11.0: Obligation to repair: Per Covenants

All buildings, structures, and improvements on the property, shall be maintained and kept in a good state of repair by the owner of the property at the owner's expense. All exposed painted or stained areas of all buildings, fences, structures, and improvements of each lot shall also be kept painted or stained by the owner at the owner's expense. All proposed paint or stain colors must be approved by the Association Board before applying.

Rule 12.0: Activities: Per Covenants

No trade, business or commercial activities of any kind shall be practiced on the property. Obnoxious, offensive, or illegal activity shall not be permitted or conducted on the property or elsewhere in the subdivision nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood or violation of the Covenants and the rules and regulations of the Southland community. No junk, yard equipment, building equipment or storage of household furniture, appliances or unsightly personal property shall be maintained on any lot or elsewhere in the subdivision. No inoperable motor vehicles shall be kept or maintained on any lot or elsewhere in the subdivision. Inoperable motor vehicles or those in a state of disrepair shall be made operable or repaired at locations other than within the subdivision.

Rule 13.0: Walls and Fences: Per Covenants

No cyclone, chain link or wire fencing will be allowed. All privacy fences shall be wooden with a maximum height of six feet. Fencing will be permitted in the rear yard of the home, which extends from the rear property line to the front most plane of the house. The Southland Place Property Owners Association must be notified approximately 10 days prior to installing a new fence or replacing an old fence.

Rule 14.0: Garbage disposal containers

Outside garbage disposal containers shall be stored to the rearmost plane of the house and no closer to any property line of the lot than the minimum building setback lines applicable to the lot. They must be visually screened from the street and adjoining lots.

Trash or garbage in provided containers will be picked up by the City of Fairhope on a regular recurring basis; garbage must be placed in the sanitary garbage containers (issued by the City of Fairhope) and placed at the curb the night before the scheduled pickup days of Tuesday and Friday. And returned to their place of storage no later than the day following the scheduled pickup. All Containers shall be kept in a clean and sanitary condition.

Rule 15.0: Storing trash or debris

No trash or other refuse of any kind shall be stored or allowed to accumulate at the curb during the week prior to the scheduled pickup day (Friday). Do not put grass, weeds etc. in black plastic bags, the city will not pick them up. All other household debris tables, sofas, chairs should be left at the curb at the same time for later in the day pickup. No lot shall be used as a dumping area for rubbish of any kind.

Rule 16.0: Basketball backboards and other play structures

No basketball goals or backboards or other game or play structures shall be located on any lot except, at the rear most plane of the house, unless the same is screened from the street. All movable play items shall be moved to the rear most plane of the house when play is terminated.

Rule 17.0: Property transfer and new tenant fee

When a property is sold or transferred to a new owner, a property transfer fee shall become due and payable to the Association in the amount of \$300.00. In addition, whenever a property is leased or a new tenant occupies the property for any reason, a New Tenant fee of \$50.00 shall be due and payable to the Association. The fees and Resident Information Form shall be filled out and sent to the Association address within thirty (30) days of the transaction. Penalties for failure to pay the fee or fill out and submit the Resident Information form will result in a \$100 fine.

Rule 18.0; Signs: Per Covenants

No signs of any kind shall be placed or maintained upon any lot at anytime by anyone, including, without limitation, the owner, a realtor, contractor, or subcontractor, except for the

following approved signs of not more than six (6) square feet: (A) one (1) For Sale or For Rent sign (B) any sign which has been specifically approved in writing by the Association. The Association shall have the right to restrict the size, color, content, location , number, and method of display of each approved sign. Signs shall not be displayed from the interior of any house, out building, or other structure to be visible from the exterior.

Rule 19.0; Animals: Per Covenants

As per 4.14 of the Covenants: All pets that are kept or maintained by the owner shall be fenced or restrained in such a manner that they cannot run loose in the Subdivision or become an annoyance or nuisance to the neighborhood. No commercial breeding or boarding of animals shall be permitted in the Subdivision. An owner shall be restricted to two (2) pets of any kind (two dogs/cats) on their property.

Owners are responsible for any waste or damage caused by their pets. When walking their dogs owners are required to have with them and use the means of cleaning up dog waste and properly disposing of it. Failure to pick up animal waste will result in a fine of \$25.00. This is also a violation of Fairhope's municipal code and subject to additional fines.

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