

**SOUTHLAND PLACE PROPERTY  
OWNERS ASSOCIATION  
COVENANTS/RULES & REGULATIONS**

**P. O. BOX 765**

**Fairhope, Alabama 36532-0765  
sphoa01@gmail.com  
~~2012~~@gmail.com**

**— IN EFFECT AS OF JULY 15, 2015.**

***A meeting of the Southland Place Property Owners Association***

***Membership was held on June 27, 2015.***

***During this time, the Membership voted to approve the detail explanation of certain Covenants in the form of Rules and Regulations as listed below. A total of the proxy votes and eligible homeowners present constituted a quorum and official business could be conducted. There was over whelming support, and a majority vote to adopt the below Rules and Regulations, and to enforce them for the good of the community without prejudice***

***A meeting was held on June 20, 2016, by the Southland Place Property***

***Owners Association Board to revise some of the Rules and Regulations. These Rules and Regulations reflect those revisions.***

***The Board Directors of the Southland Place Property Owners Association have invested funds, time, and effort to make Southland Place a Premiere Community and a desirable place to live. Thus, increasing home values and the general desirability of the community.***

***You as a member of the Community can help in this effort by keeping your home and property in good condition. And by adhering to the below Rules and Regulations which were revised by the Board of Directors on July 5, 2017. They will be strictly enforced, for the betterment of the Community.***

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***SHOULD A VIOLATION OF THESE RILES AND REGULATIONS OR DECLARATIONS OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS BE VIOLATED.***

**If a violation is officially identified, the homeowner will be notified by the Board of Directors, via US Mail, of the specific violation or violations. The homeowner shall have a reasonable amount of time to correct said violation or violations. If the violation or violations are not corrected within the amount of time allotted, then the Board of Directors shall have the authority to assess a fine, of \$10.00 for each violation, and \$10 per day until the violation or violations are corrected.**

**Any recurrence of the same said violation shall have a \$10.00 per day fine assessed immediately per violation.**

**The Property Owner, in violation has the sole responsibility to notify the Board of Directors when a violation has been corrected, so the Board of Directors can verify that the violation has been corrected and suspend the ongoing fine.**

**The remedies provided for above shall not be exclusive. The breach of the provisions of this 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 expense of such actions or proceedings against an Owner in breach of the provisions 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 for violations within (30) thirty days of the final assessment, the association shall have the right to place a lien for all amounts due upon the property and improvements thereon of such defaulting Property Owner.**

**RULE 1.0; BUILDINGS and STRUCTURES; 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 (1) accessory building 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.**

**RULE 2.0; BUILDINGS;** 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 same on the lot or property.

**RULE 3.0; BURNING REFUSE;** No refuse shall be burned in an open fire on any lot at any time.

**RULE 4.0; VEHICLE PARKING;** 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.

Homeowner's occasional visitors or celebration attendees may straddle the curb and sidewalk to make the road passable, for a short period of time, but not continuous. No vehicles, trucks, commercial vans, or trailers for business purposes are allowed to park in the Subdivision at any time, other than one commercial vehicle, no larger than (11/2) 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.

**RULE 5.0; 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 guest. 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 6.0; GRASS PROPERLY MOWED;** The Owner of a Lot shall keep the grass properly mowed. To have a healthy green lawn, it is recommended that the grass be 2" to 3" in length. Where grass meets concrete or buildings it shall be properly edged or weed eater 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 kept in good condition, free of trash, dead trees, plants, and unsightly debris. Yard debris must be placed at the curb the night before (Thursday Evening) for scheduled pick-up on Friday morning, The City of Fairhope will not pick-up plastic bags left at the curb.

**RULE 7.0; MAILBOXES;** All Mailboxes shall be 19" L x 7" W x 9" 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 metal, wood or harden 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 above 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.**

**RULE 8.0; MAINTAINING of PROPERTY; If a Lot owner, does not maintain their property in accordance with Rules 6.0, and 10.0, and allows their property to deteriorate to the extent that it becomes unsightly and a nuisance to the neighborhood. Then the Board of Directors shall have the authority to restore the property to an acceptable appearance and bill the Lot owner for all applicable costs, interest, attorney fees and court costs.**

**RULE 9.0; PROPERTY ALTERATIONS; The Homeowner must submit to the Board of Directors all proposed alterations to the buildings or property in the form of a hand drawing if needed, with written specifications as to the work to be done. In addition, a copy of the building permit, contractors name and insurance certificate and an estimated completion date must be provided (30) thirty days prior to the beginning of the work.**

**RULE 10.0; 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.**

**RULE 11.0; 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 the Southland Community, to fill out the Resident Information form, (attached) and mail it to the Associations Board of Directors at the above address, within 10 Days. Please do not rely on the Real Estate Company or Rental Agency to perform this task, it is your responsibility.**

**Rule 12.0; ANNUAL ASSESSMENT; Invoices for the Annual dues of the Southland Place Property Owners Association will be sent to the Members no later than January 31 of each year. The total amount (\$300.00) of the dues can be paid by March 31 of each year, or one half of the dues can be paid by March 31 and the other half can be paid by June 30. If dues are not paid as stipulated above, a late fee of \$10.00 (Ten Dollars) per month will be added to each Invoice beginning on April 1, or July 1, and every month thereafter until the dues and late fees are paid. If dues and late fees are not paid by June 30 of each year. The Account will be turned over to the Associations Attorney, to Process a Lien on the property in Baldwin County Probate Court.**

**RULE 13.0; OBLIGATION TO REPAIR; 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 on 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 14.0; ACTIVITIES; No trade, business or commercial activities of any kind shall be practiced on the property, (other than permitted by Section 3.1 and the activities of the Subdivision and/or the Owner of the property, and their respective contractors and subcontractors, during the construction or repair and maintenance or improvements on, or landscaping of 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 Rules and Regulations of the Southland Community. This Declaration or Articles of**

**Incorporation or Bylaws. 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 15.0; WALLS AND FENCES; 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 yards of the home, which extends from the rear property line to the front most plane of the house. The Southland Place Homeowners Association must be notified approximately 10 days prior to installing a new fence or replacing an old fence.**

**RULE 16.0; GARBAGE DISPOSAL CONTAINERS; Outside garbage disposal containers shall be stored to the rear most plane of the house and no closer to any property line of the Lot than the minimum building set back 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 reoccurring 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 Tuesdays and Fridays. And returned to their place of storage no later**

**than the day following the scheduled pick-up. All containers shall be kept in a clean and sanitary condition.**

**RULE 17.0; 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 pick-up. No Lot shall be used as a dumping area for rubbish of any kind.**

**RULE 18.0; TRAILERS, TRUCKS, MOBILE HOMES, BOATS and OTHER PROHIBITED**

**USE: No house trailers, truck(s) (other than a pick-up truck) or mobile home shall be permitted on any 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 most plane of the house, and screened from view. 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 visits or party. 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.**

**RULE 19.0; 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 plain 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 20.0; TRAILER STORAGE; 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. An exception to this Rule is Rule 9.0 and 18.0 above.**

**Rule 21.0 PROPERTY TRANSFER AND NEW TENANT FEE; When a property is sold or transferred to a new owner. A Property Transfer fee shall be and due payable to the Association in the amount of \$200.00. In addition, whenever a property is leased or new Tenant occupies the property for any reason, a New Tenant fee of \$200 shall be due and payable to the Association. The fees and Resident Information Form shall be filled out and sent to the Association's address within thirty (30) days of the transaction.**

**RULE 22.0; SIGNS; 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 Sales or For Rent sign; 9b0 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 23.0 ANIMALS; 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 pets of any kind (two dogs/cats) on their property.***