

**Declaration of Covenants, Conditions, Restrictions and Rights  
For  
Jameson Trace, Phase II**

This declaration, made on the 27 day of May 2024, by **IMBRE Investments, LLC**, an Alabama Limited Liability Company, hereinafter referred to as “Declarant”,

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, Declarants is the owner in fee simple the following described real estate situated in Jefferson County, Alabama to-wit: Jameson Trace Phase II Lots 17-39; Common Areas A, B, and C, as recorded in Map Book 260, Page 17 in the Office of the Judge of Jefferson County, Alabama.

WHEREAS, it will be the mutual benefit of the Declarant of said property and to all prospective owners and the general public to subject said property to the following covenants, terms, conditions, restrictions, and limitations hereafter set forth:

NOW Therefore, the Declarant hereby declares that all of the above-described properties and any subdivision thereof, should be held, sold, and conveyed subject to the following easements, purpose of creating uniformity, protecting the value and desirability of the above-described property, which shall run with the land and be binding on all parties having any right, the title of interest in the above-described property or any part, thereof, their heirs, successors and assigns and shall insure to the benefit of each owner thereof.

The undersigned does hereby adopt the following Restrictive Covenants, which shall apply to Lots 17-39 in Jameson Trace Phase II, recorded in Map Book 260, Page 17 in the Probate Office of Jefferson County, Alabama.

**Article I**

**Architectural Review Committee**

A. An Architectural Review Committee is hereby established in accordance with the procedure for Jameson Trace Phase II Architectural Review, which is attached hereto as **“Exhibit A.”**

B. No residence shall be constructed except in compliance with the provisions of said procedure.

C. The Architectural Review Committee shall have control over any lot before and after the residence, the yard has been completed thereon, and the residence occupied. The Architectural Review Committee may be dissolved by action of the Committee at any time after all of the lots in Jameson Trace have been conveyed to owner-occupants. This committee will be the group selected by the Homeowner’s Association to carry out the purpose and design of these covenants

and restrictions. Therefore, the Architectural Review Committee will be a committee of the Homeowner's Association.

## Article II

### General

A. **Land Use:** The property comprising Jameson Trace Phase II shall be, used for residential purposes only and not for any purpose of business or trade, nor mobile offices or residences of temporary character.

B. **Building Type:** No dwelling shall be erected in Jameson Trace Phase II, of less than 1500 square feet of finished living area, exclusive of porches, decks, garages, or breezeways, on one floor or a one-level house with or without a basement. All split-level houses shall have a minimum of 1400 square feet on the main level, exclusive of porches, decks, breezeways, or garages. All one and one half or two-story homes shall have a minimum of 1400 square feet on the main floor, exclusive of porches, decks, breezeways or garages, and a minimum of 400 square feet of finished living area on the other level, with or without a basement. The Architectural Review Committee shall approve any exceptions and instances of attached garage, breezeway, etc.

C. **Exterior Building Material:** All dwellings will be brick on all four sides. Siding will be allowed on areas above the roof such as dormers and building offsets.

D. **Roof Pitch:** No roof pitch of less than 8/12 will be permitted and the shingles shall be dimensional or equivalent unless approved by the Architectural Review Committee.

E. **Building Location:** No dwelling shall be erected in Jameson Trace Phase II closer than 50 feet from the street in which the property faces. No building shall be erected or located on any lot nearer than 50 feet to any street. No building including garages or other permitted accessory buildings shall be located closer than 15 feet to an interior lot line. Whenever, in the opinion of the Architectural Review Committee, the topography, size, shape or the visible conditions of any lot requires it, the Architectural Review Committee may permit or allow deviations or modifications of the provisions of this paragraph, provided such modifications or variations do not violate any zoning or other law ordinance of Jefferson County or any municipality governmental authority having jurisdiction of said property.

F. **Garages and other buildings:** No outbuilding, detached garage, or other separate building shall be erected on any lot in Jameson Trace Phase II.

G. **Temporary Structures:** No structure of any temporary character, trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot in Jameson Trace Phase II at any time as a residence, either temporary or permanently, and no servants houses, garages, or other buildings shall be built and used for residential purposes prior to the completion of the dwelling house on said lots in accordance with the restrictions described herein. The provisions of this article and those of Article I (F) do not preclude the erection and use of a temporary structure as a sales office during the construction and development of said Jameson Trace Phase II.

- H. **Concrete Blocks:** No concrete blocks, including foundations, concrete block steps, walkways, walls, or any other concrete block work whether painted, stuccoed, or otherwise, shall show above the ground or from the exterior of any building.
- I. **Windows:** Metal clad, aluminum, metal clad windows are allowed but no uncoated aluminum or metal windows shall be used in any dwelling or other approved structure on said property.
- J. **Steps, Stoop, or Porch:** No wood steps, stoop or porch shall be constructed on the front side of a residence to be visible from a street. Any steps on the front of a residence shall be constructed as brick or stone as appropriate. No concrete steps shall be allowed except steps of walkways.
- K. **Walls and Fences:** No walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property in front of the front line of the residence. No fence shall be erected in the front of the residence. No wall or fence shall be erected behind the rear line of the residence, which exceeds six (6) feet in height. Any walls or fences on the rear of the property must be approved in writing by the Architectural Review Committee, its successors, or assigns.
- L. **Signs:** No sign of any kind shall be displayed to the public view on any lot, except one professional sign of not more than four (4) square feet in an area relating to the sale or rental of the residence except during the period of construction and selling, a builder or real estate broker may use a sign of not more than thirty-two (32) square feet to advertise the property for sale or rent, subject to the approval of the Architectural Review Committee.
- M. **Livestock:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and provided further that the keeping or maintenance of such household pets shall, not in any way constitute a nuisance or interfere with the quiet enjoyment of other properties within Jameson Trace Phase II. All pets are to be kept in a fence if outside and not allowed to roam free.
- N. **Garage and refuge disposal:** No lot shall be used or maintained as a dumping ground for rubbish except during that period of development and building before a dwelling is completed on said lot. The use of any lot for filling purposes during the development and building period will be done at the discretion of and under the control of the Architectural Review Committee. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept clean and sanitary.
- O. **Subdivision:** No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except at the discretion of and with written approval of the Architectural Review Committee.
- P. **Sewage Disposal:** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of local public health authorities; approval or such systems as installed shall be obtained from such authority in writing.
- Q. **Landscaping:** All lots shall be landscaped sufficiently to acquire and maintain a good ground cover to prevent excessive erosion and shall be contoured in such a way as to eliminate

excessive water shed onto adjacent or other lots in the subdivision. The builder shall sod a permanent lawn as required by the local building code. The permanent lawn and landscaping must be maintained by the owners in such a manner as to meet any requirements set forth by the Homeowner's Association. The minimum distance shall be fifty (50) feet from any street, excluding driveways, walks, rock gardens, shrub planting areas, and structures. The Architectural Review Committee must approve any exceptions. No trees shall be cut or damaged except as necessary for the construction and landscaping of a house and driveway on the premises or as necessary for the aesthetic design of the premises as approved in writing by the Architectural Review Committee. The intention of this provision being to preserve and maintain the natural beauties of trees throughout Jameson Trace Phase II.

R. **Driveways and Garages:** All homes shall be completed with a driveway of concrete, which meets applicable city, or county codes and specifications for such driveways and which joins the street. Enclosed parking must be provided for a minimum of two (2) cars.

S. **Building Plans:** All plans are to be approved and must be initialed by the Architectural Review Committee prior to the issuance of a building permit.

T. **Parking and Storage:** No travel trailer, motor home, boat, transport van type truck, camper, or similar type vehicle can be parked in front or in the driveway past the front line of individual homes for a period in excess of twenty-four (24) hours; nor shall the residents of the subdivision do extensive repair work on automobiles or similar vehicles in front or in the driveway of dwellings constructed on any lot.

U. **Television Antenna:** No radio antennas, television or satellite dish with a radius in excess of 18'' shall be allowed.

V. **Solar Equipment:** Any solar collector or other solar equipment installations shall be approved by the Architectural Review Committee prior to being installed. The Committee shall require drawings of the proposed installation, and shall approve or disapprove any installation within ten (10) days of submittal.

W. **Severability:** Invalidation of any one of the provisions or covenants by judgment or court order shall in no way affect any of the other provisions.

X. **Enforcement:** Enforcement shall be by proceeding at Law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages. In the event it becomes necessary for the Architectural Review Committee or the owner of any lot within Jameson Trace Phase II to bring any suit at law or action in equity against any person for violating such covenants shall be liable for all reasonable expenses including court costs and attorney fees. After the dissolution of the Architectural Review Committee, anyone owning property within Jameson Trace Phase II, shall have standing to bring legal action to enforce the provisions hereof.

Y. **Covenants to run with land:** These covenants are to run with the land and shall be binding on all parties and persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which such time said covenants shall automatically be extended for successive periods of ten (10) years unless the instrument signed by the majority of the then owners of the lots stating an Agreement to change said covenants in whole and part is recorded.

Z. **Mailboxes:** All mailboxes and mailbox posts (mailbox unit) shall be the same for all lots and shall be selected by the Architectural Review Committee. The initial mailbox unit will be furnished by the builder.

### **Article III**

#### **Homeowners Association**

A. **Homeowners Association:** A Homeowner's Association shall be established to properly carry out and monitor the purpose and design of these covenants. Every lot owner shall be a member of the Homeowner's Association. The Homeowner's Association fee is to be determined by a majority vote, but not to exceed \$600 per year for the first four years after the association is created. The Homeowner's Association is to be fully self-supported from the fees collected.

B. **Owner's easement of enjoyment:** The Homeowner's Association shall own all common areas in Jameson Trace Phase II. Every owner shall have a right and a non-exclusive easement of enjoyment in and to the common area, which shall be appurtenant to and shall pass with the title to every lot subject to the power of the Homeowner's Association to charge assessments for the upkeep and maintenance of the common areas as well as liability insurance with the respect thereto.

### **Article IV**

#### **Membership and Voting Rights**

**Section 1: Membership:** Every current owner of a lot shall be a member of the Homeowner's Association. Membership shall be appurtenant to and may not be separated from the ownership of the lot. Membership of any owner shall terminate immediately upon conveyance by said owner of his or her lot to a new owner.

**Section 2: Voting Rights:** The Homeowner's Association shall have 2 classes of voting membership.

i. **Class A**-Class A members shall be all owners, with the exception of the Declarant, who shall be entitled to one vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot.

ii. **Class B** – Class B members shall be the Declarant which shall be entitled to 3 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

## **Article V**

### **Covenant for Maintenance Assessments**

**Section 1.** Creation of the lien and personal obligation of assessments- The Declarant, for each lot owned with the property, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether it shall be so expressed in such deed, is deemed to covenant and agrees to pay Homeowner's Association (a) annual assessments (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who is the owner of such lot at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

**Section 2.** Purpose of Assessment- The assessment levied by the Homeowner's Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the property and for the improvement and maintenance of the common area.

**Section 3.** Maximum annual assessment- The maximum annual assessment at this time shall be \$600 per lot.

- (a) The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum.
- (b) Four years after the Homeowner's Association is created, the maximum Annual Assessment may be increased by a vote of at least two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 4.** Special Assessments for Capital Improvements – In addition to the annual Assessments authorized above, the Homeowner's Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 5.** Notice and Quorum for any Action Authorized under Article V, Section 3 and 4 – Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 of this Article shall be sent to all Members not less than fifteen (15) days, nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirement, and the required quorum at the subsequent

meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (6) days following the preceding meeting.

**Section 6.** Uniform Rate of Assessment - Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

**Section 7.** Date of commencement of annual assessments; due dates –The annual assessment provided herein shall commence as to all lots on the first day of the first month of the new year.

**Section 8.** Effect of Non-payment of assessments; remedies of the Homeowner's Association – any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. Regardless of whether or not a notice of the lien of any assessment has been recorded, such lien, when delinquent, may be enforced by sale by the Homeowner's Association, its attorney, or other person authorized person to make the sale, after failure by the owner to pay such assessment in accordance with its terms, such sale to be conducted in accordance with the provisions of Alabama law applicable to the exercise of powers of sale in mortgages and deeds of trust, or any other manner permitted by law. The duly elected president of the Homeowner's Association shall have the right and authority to transfer any lot so sold at the foreclosure to the highest and best bidder or other duly qualified transferee by executing a special warranty deed for that purpose. The Homeowner's Association, acting on behalf of the owners, shall have the power to bid for the lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The board of directors may suspend the voting rights of an owner and the right of use of the common area by an owner, members of an owner's family, an owner's tenants, which such owner is in default in the payment of any assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his or her lot.

**Section 9.** Subordination of the Lien to Mortgages- The lien of the assessment provided herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lots from liability for any assessments thereafter becoming due or from the lien thereof.

## **Article VI**

### **Amendments**

The undersigned reserves the right to change, amend, or nullify all or any portion of these covenants.

#### **IMBRE Investments, LLC**

By:   
Michael Griffin, Managing Member

By:   
Jill Griffin, Managing Member



## **Exhibit A**

### **Jameson Trace Phase II Architectural Review Committee**

1. Architectural Review Committee (the “Committee”) shall be established for Jameson Trace Phase II initially consisting of two members: Michael and Jill Griffin
2. All properties in the Jameson Trace Phase II subdivision must be built by the Architectural Review Committee approved builder (Jordan’s Homebuilding, LLC).