

RESTRICTIVE COVENANTS TO WOODLAND HILLS UNITS 1 – 7

KNOW ALL MEN BY THESE PRESENTS, that Woodland Hills Homeowners' Association, Inc., Units 1-7, an Alabama partnership (hereinafter referred to as the "Developer"), as the owner of the real property of that certain Subdivision situated in the County of Mobile, State of Alabama, described as follows:

Woodland Hills Unit 1, according to plat there recorded in Map Book 63, Page 52, in the Office of the Judge of Probate of the Probate Court of Mobile County, Alabama.

Woodland Hills Unit 2, according to plat there recorded in Map Book 71, Page 108, in the Office of the Judge of Probate of the Probate Court of Mobile County, Alabama.

Woodland Hills Unit 3, according to plat there recorded in Map Book 78, Page 110, in the Office of the Judge of Probate of the Probate Court of Mobile County, Alabama.

Woodland Hills Unit 4, according to plat there recorded in Map Book 90, Page 69, in the Office of the Judge of Probate of the Probate Court of Mobile County, Alabama.

Woodland Hills Unit 5, according to plat there recorded in Map Book 105, Page 57, in the Office of the Judge of Probate of the Probate Court of Mobile County, Alabama.

Woodland Hills Unit 6, according to plat there recorded in Map Book 115, Page 82, in the Office of the Judge of Probate of the Probate Court of Mobile County, Alabama.

Woodland Hills Unit 7, according to plat there recorded in Map Book 115, Page 83, in the Office of the Judge of Probate of the Probate Court of Mobile County, Alabama.

(hereinafter sometimes referred to as "Property") do hereby amend, fix, establish and declare the following Restrictive Covenants relating to the use and development of all lots in said Subdivision. These Restrictive Covenants shall be recorded in the Office of the Judge of Probate of Mobile County, Alabama.

RESTRICTIVE COVENANTS

1. **PROPERTY COVERED:** The real property which is and shall be held conveyed, transferred, sold, used and occupied subject to the liens, charges, rights, limitations, conditions, covenants, reservations, easements and restrictions with respect to the various portions thereof set forth in the various clauses and paragraphs of the declaration and the restrictive covenants contained herein, are: Unit 1 Lots One (1) through Fifty One (51), Unit 2 Lots One (1) through Thirty-Five (35), Unit 3 Lots One (1) through Sixty (60), Unit 4 Lots One (1) through Fifty-Eight (58), Unit 5 Lots One (1) through Thirty-Seven (37), Unit 6 Lots One (1) through Seventy-Nine (79) and Unit 7 Lots One (1) through Fifteen (15) inclusive of the Property and any common areas and retention areas.

2. **PURPOSE OF DECLARATION:** The purpose of this Declaration is to insure the best use and most desirable development and improvement of the Property for residential purposes only; to protect the Developer and future owners of Lots against such improper use of the Property as to depreciate the value of their Lot; to preserve, so far as practicable, the natural beauty of said Property, to guard against the erection thereon of poorly designed structures or structures built of improper or unsuitable materials; and, to prevent abusive, offensive, unsightly, or other improper use of said Lots; and in general to protect and enhance the value of investments made by purchasers of Lots therein.

3. **USE:** All Lots in the tract shall be known and described as residential lots. 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 (2 ½) stories in height, and a private garage for not more than three cars, and other out-buildings incidental to residential use.

4. **DWELLING REQUIREMENTS:** The ground floor of the main structure exclusive of one-story open porches and garages, shall not be less than 1400 square feet of living space in the one-story structure and 800 square feet in the case of a one and one-half , two, or two and one-half story structure. All material and workmanship must be substantially equal to or exceed the minimum Mobile County, FHA or VA building requirements and applicable building codes.

5. **ARCHITECTURAL CONTROL:** No building or outbuilding shall be erected, placed, or altered on any lot in this subdivision until building plans, specifications, and plot plan showing the location of such buildings have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by the Board of Directors for the Homeowners Association. In the event the said committee, or its designated representative, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of each committee, nor its designated representative, shall be entitled to any compensation for services pursuant to this covenant. The Committee shall be appointed by the Board of Directors for the Association.

6. **BUILDING LOCATION:** No building shall be located on any Lot nearer to front Lot line or nearer the side street line than the minimum building set back lines, except that on corner Lots, one side of the house may be set back a lesser amount with the written approval of the Board of Directors. No building shall be located on any Lot nearer than five (5) feet to the side Lot line; no building shall be located on any Lot nearer than ten (10) feet to the rear Lot line. For the purpose of the covenant, eaves, steps, porches and garages are considered as part of the building. The Board of Directors shall have the power by majority vote to grant exceptions to these locations as it deems appropriate.

7. **YARD UPKEEP:** Lawn maintenance is a year-round requirement, with some seasons requiring more attention than others. Regardless of the season, a neat appearance must be maintained. Weeds sprouting up in a lawn, or weeds that are allowed to dominate the make-up of the "lawn," must be eliminated by hand or by chemical means. Weeding, mulching, edging, fertilization and insect control of the lawn and all plantings is also required. Raising the mower blade height, especially during the warmer months, is strongly encouraged to maintain a neat and healthy appearance of the mowed lawn and to avoid scalping. If garden beds or planting areas are developed in a yard, they must be kept weeded and/or mulched to present a neat appearance from the street and neighbors' views. Homeowners must remove the debris from the street following lawn maintenance. No trees, regardless of size, shall be removed from any portion of the community without prior written consent of the Board of Directors, except for trees that are located within ten (10) feet of a drainage area, a residence, or a driveway, or trees that are diseased or dead. Trees and shrubs must be pruned and fertilized to maintain health and appearance. Dead trees must be removed from any Lot after information is gathered from a routine survey or by complaint from a neighbor and subsequent evaluation and recommendation is completed. Fruit trees must be cared for to prevent noxious insect infestation. All vegetable gardens must be located out of view from the street with proper screening and/or integration with a general landscape plan.

8. **CONSTRUCTION PERIOD:** Each Lot owner shall be responsible for maintaining the structural integrity of the asphalt wing-gutter in front of the individual Lot during building construction. Construction equipment access to the Lot should be limited to the permanent driveway location, thereby confining wing-gutter damage to the driveway location. Wing-gutter repair must be affected during driveway installation. The Building or Developer assumes no responsibility for wing-gutter damage after completion of construction of the home.

9. **LOT AREA AND WIDTH:** No residential structure shall be erected or placed on any Lot, which has an area of, or width of, less than as shown on the recorded maps of said subdivision, except a subdivision submitted to and approved in writing by the City of Mobile Planning Commission. Any resubdivision shall be subject to the approval of a majority of the Board of Directors, as set out in Paragraph 5. An owner may construct a residence on two adjoining Lots, providing the minimum building setback line requirements are satisfied. However, the developer does reserve the right to make minor modifications and corrections of lot sizes and dimensions as it sees fit, subject to the approval of the Board of Directors.

10. **SEWAGE DISPOSAL:** No cesspool or other individual sewage system shall be constructed or utilized on the Property. All homes shall be required to connect to the available City Water and Sewer System.

11. **GARBAGE AND REFUSE DISPOSAL:** No Lot shall be maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition. No home owner shall use any portion of his Lot for the collection or storage of trash, garbage, old parts, old equipment, or other unsightly articles.

12. **NUISANCES:** No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No Lot shall be used for such activities as parking trailers, inoperable motor homes, cars or trucks not in use or for repairs of same. Parking of all vehicles shall be limited to the paved areas in the yard. Parking on grass is not permitted without written approval of the Board of Directors. Any exterior clothes hanging apparatus shall be located in the rear portion of property, shielded from view, unless such location is approved in writing by the Board of Directors.

13. **TEMPORARY RESIDENCE:** No trailers, basement, tent, shack, garage, or other outbuilding, including mobile homes, erected temporarily or permanently, shall be used as a residence. Mobile trailers, mobile homes, campers, and/or trailers and boats may be kept on the premises, only if kept in the rear yard portion of the Lot behind the dwelling area. No 18-wheel trucks or large commercial-type trucks may be parked on the premises (includes the truck and/or trailer). No boat of thirty (30) feet in length or larger may be kept on the premises.

14. **OIL AND MINERAL OPERATIONS:** No oil, exploration, drilling, oil-development operations, oil refining, quarrying, mining, or excavation operations of any kind shall be permitted upon or below any Lot, nor shall oil wells, tanks, tunnels, mineral explorations, or shafts be permitted upon or below any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Oil, gas, or other highly flammable materials, other than those stored in small containers for household use, shall not be stored in barrels or drums on any Lot.

15. **SIGNS:** No sign of any kind shall be displayed to the public view on any Lot more than five (5) square feet in size, advertising the property for sale or for rent, except during the construction period, when additional signs may be erected by the builder and a security service sign shall also be allowed when applicable.

16. **ANIMALS:** No animals or fowl shall be domiciled in the subdivision for commercial purposes. This shall not prohibit or limit the ownership of cats, dogs or other pets (commonly classified as domesticated) for owners' pleasure. Permanent domestic pets recommended limit of up to three (3) per household.

17. **FENCES:** No fences may be erected nearer to the front lot line than the front corner of the house on said Lot, unless specifically affirmed in writing by the Board of Directors.

In the case of a corner Lot, no fence shall be erected on the front or side Lot line closer to the street than the house, without written permission by the Board of Directors. Chain link fences a maximum of six (6) feet tall and wood fences a maximum of ten (10) feet tall are allowed. Any deviation or changes from the above will require written permission from the Board of Directors.

18. **SWIMMING POOLS:** No swimming pool shall be installed without a privacy fence shielding it from the street. Above-ground pools shall be permitted if they are located in the backyard of the property with a privacy fence shielding it from any street view.

19. **EASEMENTS:** All easements shown on the recorded plat of the subdivision are hereby adopted as a part of these restrictions, and all Lots in the subdivision shall be subject to such easements. The undersigned owner of the subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, equipment and facilities and drainage ditches, in, on, over and under the streets and road and easements shown on the recorded plat of the subdivision. No warranty, either expressed or implied, is made by the Developer, or subsequent builders as to the design, adequacy, or continuing function of easements, streets, sewer system, utilities, drainage, or other improvements that have been constructed and approved by the proper governing authorities and utility companies or have been dedicated to and accepted by said authorities.

20. **SATELLITE DISHES - TELEVISIONS & RADIO ANTENNAS:** All outside radio and television antennas shall be installed in such a way as not to be offensive.

21. **MAILBOXES:** Mailboxes are to be constructed at the homeowner(s)' expense in accordance with the rules, regulations and location as required by the U. S. Postal Service. Homeowners should contact the local postmaster for guidance and approval before locating and installing a mailbox.

22. **HOMEOWNERS ASSOCIATION:** A Home owner's Association called "Woodland Hills Homeowners' Association, Inc." (the Association), has been formed for the Lot Owners, which has articles of incorporation recorded in real property book 4427-page 1252 of the Mobile County, Alabama, Probate Court Records. All Lot Owners of Woodland Hills Unit One through Seven shall be members of the Association. Except as otherwise provided for in this document, the Articles of Incorporation and By-laws of Woodland Hills Unit Two Homeowners Association, shall be adopted by each Lot owner in Woodland Hills Units One, Three, Four, Five, Six and Seven. Among the purposes of such organization shall be the establishment of rules and policies with respect to the use and maintenance of all Common Areas (including but not limited to all detention areas). The Association's responsibilities shall include maintenance of any landscaping or fencing, maintenance of decorative lights within Common Areas, if any, and maintaining all Common Areas as shown on the recorded plat; and to pay all costs (including utility charges) incurred in the maintenance and landscaping of said Common Areas (including plants, irrigation systems and subdivision name signs). All Lot owners and all Lot owners of future units in Woodland Hills Subdivision, if any, shall be members of the Association, at the sole

option of the Developer. Each owner of any Lot, and its heirs, successors, transferees, and assigns, by acceptance of a deed to such Lot, whether it shall be so expressed in such deed, is deemed to covenant, and agree to abide by and be governed by the Articles of Incorporation of the Association and its by-laws and to pay to the Association the following:

- a. Annual General Assessments as herein described; and
- b. Special Assessments for capital improvements, repairs, or other expenses that exceed the Annual General Assessment as described; and
- c. All such assessments, together with interest thereon and the costs of collection thereof, including a reasonable attorney's fee as hereinafter provided, shall be the personal obligation of such Lot owner and shall be a charge and a lien on each Lot and improvements against which each such assessment is made.

Each year the Board of Directors of the Association shall estimate the cost of maintenance of the Common Areas and such other expenses as it deems necessary for its operations. Such estimate shall be deemed the Annual General Assessment. The Annual General Assessment levied by the Association shall be used exclusively for the maintenance, repair, replacement, beautification, landscaping, property taxes and costs of operations of the Common Areas (including, but not limited to, the maintenance and repair of the Detention Area(s), other property owned by the Association, insurance [as determined by the Board of Directors for the Association]), and, if any: irrigation systems, property signage and lighting (not maintained by public utility companies), and such other expenses related thereto as deemed necessary, such as, for example, the expense of clerical assistance incurred in maintaining the records and operation of the Association.

From time to time, the Association may determine the cost of necessary capital improvements, major repairs and necessary expenses not provided for in the Annual General Assessment. Such costs shall be deemed a Special Assessment.

Except as hereinafter stated, each Lot of the said subdivision, whether improved or unimproved, shall be assessed its pro rata share of the Annual General Assessment and any Special Assessment in accordance with the formula set forth in the Articles of Incorporation of the Association. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from the assessments, charges and lien created herein; the Developer (Woodland Hills, LTD., and its affiliated companies and its affiliated builders, including John Howard Homes, LTD., H&P Limited, and any other John Howard builders designated) and any Lot(s) owned by the Developer (Woodland Hills, LTD and its affiliated companies and its affiliated builders, including John Howard Homes, LTD., H&P Limited, and any other John Howard builders designated); however until the Developer is not an Owner of a Lot within the Property, the Developer or its affiliated builders, will maintain, at Developer's expense, the liability insurance thereon, on any vacant Lot or home under construction.

Each Lot Owner, except as stated above, shall commence to pay the Annual General Assessment in the amount existing from time to time as determined by the Board of Directors upon the first event to occur of:

- a. First (1st) day of the month following the purchase of a completed home on a Lot; or
- b. One Hundred Eighty (180) days after the purchase of a Lot.

Upon the first of the above, described events occurring, the Lot Owner will then owe and pay to the Association a pro rata amount of the assessment, the existing based upon the time remaining during which such assessment shall be in effect.

A vote of two-thirds of the Board of Directors of the Association shall set the Annual General Assessment and any Special Assessment upon the basis provided above. The Board shall set the date each such assessment shall become due and may provide for the collection of the assessments in monthly, quarterly or annual installments, provided, however, that upon default in the payment of any one or more installments, the entire balance of said assessment may, at the option of the Board, in its sole discretion, be accelerated and declared to be due and payable in full.

The lien for unpaid assessments shall be effective from and after the time of recording in the Records of the Office of the Judge of Probate, Mobile County, Alabama, a claim of lien stating the Lot number, the name of the record owner, the amount due and the date when due. Such claim of lien shall include only sums which are due and payable when the claim of lien is recorded and shall be signed and certified by an officer of the Association.

Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recorded satisfaction of lien. All Association liens shall be subordinate to any lien for taxes, the lien of any mortgage of record and any other lien recorded prior to the time of recording of the claim of lien filed by the Association.

Upon any voluntary conveyance of a Lot, the grantor and grantee of such Lot shall be jointly and severally liable to the Association for all unpaid assessments accrued up to the date of such conveyance without prejudice to the right of the grantee to recover from the grantor any such amounts.

Any Lot owner, prospective purchaser of a Lot, or holder of a mortgage or other lien on any Lot may, at any time, obtain from the Association a certificate showing the amount of unpaid assessments pertaining to such Lot. The Association shall provide such certificate within ten (10) days after request therefor. Any person, other than the Lot owner, at the time of issuance of any such certificate, may rely upon such certificate, and his liability for unpaid assessments shall be limited to the amounts set forth in such certificate.

Any entity, its successors and assigns, obtaining title to a Lot as a result of foreclosure of a first mortgage or vendor's lien shall not be liable for assessments which became due prior to the

foreclosure. Such unpaid share of assessments shall be deemed to be an expense of the Association to be collected as part of a future Special Assessment.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a percentage rate established by resolution of the Board of Directors with notice of such rate to be given to each Lot owner in a manner to be designated by said Board.

The Association may bring an action at law against the owner personally or may foreclose the lien created by the terms hereof in accordance with the statutes and laws of the State of Alabama in effect for the foreclosure of real estate mortgages and shall have the right to sell said property at public outcry at the front door of the Courthouse of Mobile County, for cash to the highest bidder, giving notice of the time, place and terms of said sale, together with a description of said property to be sold, by an advertisement published once a week for three (3) consecutive weeks in a newspaper published in said county; to make proper conveyance to the purchaser in the name of the Lot owner; and the proceeds of said sale to apply first to the payment of the costs of said sale, including a reasonable attorney's fee; second to the payment of the amount of said assessment, whether due or not; with the unpaid interest thereon to the date of sale, and any amount that may be due the Association by virtue of the special liens herein declared; and, third, the balance, if any, to pay over to the said Lot owner. At any sale under the powers herein stated, the Association may bid for and purchase said property like a stranger thereto, and in the event the Association should become the purchaser at said sale, either the auctioneer conducting the sale or the Association may execute a deed to the Association in the name of the Lot owner.

The Association may, after two (2) attempts to contact the Lot owner(s) regarding the violations under item #7 Yard Upkeep, employ a local yard maintenance company to service the front lawn of said Lot. The costs of such action will initially be paid by the Association, but the Association reserves the right to add that cost and subsequent costs, if necessary, to the account of the Lot owner(s). After services have been paid for, the Association will send a notice to the Lot owner(s) detailing when the service took place and the costs associated with the necessary service.

Proceeding against the owner personally shall not be deemed a waiver of the right to foreclose the lien. No owner may escape liability for assessments provided for herein by the abandonment or transfer of such owner's Lot.

23. **LIABILITY:** Neither the Developer, the Committee nor the Association, its employees, agents or assigns, shall be liable to any Lot owner(s), or any other person(s) or entities, for (i) the manner in which it exercises, or for its failure or refusal to exercise, any right or authority herein granted to it, whether discretionary or not; (ii) for the failure or refusal of any Lot owner to comply with any of the provisions hereof; or, (iii) the failure or refusal of the Developer, the Committee or the Association to enforce any of the provisions hereof against any Lot owner, his Builder, agent or assigns.

24. **COMMON AREAS:** Any Common Areas shown on the recorded plats of Woodland Hills Unit One through Seven and Common Areas contained in all future units of Woodland Hills, if any, shall be conveyed to the Association at a time decided solely by the

Directors. The Developer shall retain control of the location and method of retention and maintain insurance, in effect protecting the Association against liability until such time as the Developer turns over the responsibility of the Common Area to the Association. The Association shall have sole and exclusive responsibility for maintaining the retention pond, including but not limited to, maintaining and not removing any permanent silt fence installed by the Developer along the perimeter of the wetlands and drainage retention areas after it is completed and turned over to the Association by the Developer. Once the Developer turns over the said responsibility to the Association, the Developer will have no further responsibility for the Common Areas and will be released from any liability therefor. No amendment to these restrictions may be approved or have any legal effect that removes or transfers the responsibility of the Common Areas, including the retention pond, from the Association.

25. **ENFORCEMENT:** It is hereby stipulated that all of the aforesaid restrictions shall constitute covenants running with the land, and that they are hereby created for the benefit of, and shall be fully binding upon, all persons and entities now or hereafter owning property in said Subdivision, and upon their heirs, successors, and assigns, including owners and their heirs, and assigns, until modified or cancelled as provided herein. The Association, Board of Directors or the owner of any Lot in said Subdivision shall have, and are hereby granted, the right to enforce compliance on the part of any other owner of any other Lot in said Subdivision, by whatever legal means may be available, with any or all of the restrictions herein contained, and may recover damages, including reasonable attorney's fees, to the extent suffered by such owner for the violation by such other owner of any or all of said restrictions.

26. **TIME LIMITATIONS AND RENEWAL OF COVENANTS:** The restrictions herein contained shall be binding on all persons and entities owning Lots in said Subdivision. These covenants will be enforced in perpetuity in this form unless modified with written consent by a majority of the board of directors or the owners of two-thirds (2/3) of the Lots in said Subdivision, provided, however, that no amendment shall place an additional burden or restriction on Lots in said subdivision that bind any Lot, the owner of which does not join in said amendment, and provided further that the Developer, its successors and assigns must approve such amendments, modifications, or annulments so long as such Developer shall own any Lots in said subdivision and the adjacent lands under its control, and shall be automatically extended thereafter for successive periods of ten (10) years unless thereafter modified or cancelled with the written consent of two-thirds (2/3) of all persons and entities at the time owning lots in said Subdivision. If any Lot should hereafter be or become jointly owned and undivided, the owners thereof shall, for the purpose of the foregoing formula, be regarded as one person; and the written consent of less than all of the co-owners of a particular lot shall be of no effect. Notwithstanding anything to the contrary herein contained, it shall be the responsibility of the Association to maintain and repair the Common Areas, and no amendment to this Declaration shall remove the responsibility of the Association and/ or Members thereof to maintain and repair the Common Areas (as herein defined) in accordance with the requirements of this Declaration and, also, the requirements of the County /City of Mobile. Any such attempted amendment shall be void and to no effect.

27. **SEVERABILITY:** Invalidation of any of these covenants by Judgement or court decree shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, WOODLAND HILLS, LTD., An Alabama Limited Partnership, by its President, Theodore Brown, who is authorized to execute this instrument, has caused the hereinabove restrictions to be executed on this the 22 day of OCTOBER, 2021.

Woodland Hills, LTD.

an Alabama Limited Partnership

By: Theodore Brown

Theodore Brown

Its President

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, hereby certify that Theodore Brown, whose name as President of WOODLAND HILLS, LTD., An Alabama Limited Partnership, signed to the foregoing restrictions and who is known to me acknowledged before me on this date that, being informed of the contents of said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such manager as aforesaid.

Given under my hand and official seal this the 22nd day of October, 2021.

Christopher Ray Campbell

Notary Public

My Commission Expires: 12/28/2024

This Instrument Prepared By:

Christopher Ray Campbell
Notary Public, Alabama State At Large
My Commission Expires Dec. 28, 2024