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Charles C. Woodroof
Judge of Probate
Limestone County, AL

STATE OF ALABAMA)

LIMESTONE COUNTY)

FOURTH AMENDMENT TO KINGSTON PLACE DECLARATION OF PROTECTIVE COVENANTS

This **FOURTH AMENDMENT TO KINGSTON PLACE DECLARATION OF PROTECTIVE COVENANTS** (hereinafter "the Amendment") is made this the 26 day of April, 2023, by the Kingston Place Homeowners' Association, Inc.

RECITALS:

A. Pursuant to the Kingston Place Declaration of Protective Covenants recorded at Book 2005 at Page 31980 in the Office of the Judge of Probate for Limestone County, Alabama recorded June 8, 2005, together with the Kingston Place Amended Declaration of Protective Covenants recorded at Book 2016 at Page 4140 in the Office of the Judge of Probate for Limestone County, Alabama recorded January 27, 2017 together with that Kingston Place Third Amendment to Declaration of Protective Covenants recorded at Book 2020 at Page 16883 in the Office of the Judge of Probate for Limestone County, Alabama recorded March 11, 2020 (hereinafter referred to, collectively, as the "Declaration"), Kingston Place III Developers, LLC together with Polo Development, Inc. (hereinafter Declarant), successor-in-interest to Imperial Properties, LLC, imposed certain restrictions on the plat and lots contained in that development known as "Kingston Place." Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the Declaration. This instrument shall supersede all prior Amendments hereof.

B. Section 1.08 of the Kingston Place Amended Declaration of Protective Covenants provides in part that the Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners.

C. At least 67% of the owners of Lots within the plat(s) desire to amend the Declaration as provided herein and, upon affirmative vote of the same, ratified and confirmed the following which is to remain in full force and effect.

AGREEMENT:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Kingston Place Homeowners Association, Inc., by and through 67% of its membership, hereby amends the Declaration as follows:

The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.

ARTICLE I GENERAL

1.01 ENCROACHMENT EASEMENT: The construction of homes, on Patio lots, may require that certain eaves, roof overhangs, gutters, brick veneers, siding, foundation and other architectural features and building materials encroach upon or hang over contiguous lots. Accordingly, there is hereby created, granted and reserved as an appurtenance to each lot in Kingston Place, a perpetual easement over and across each lot contiguous thereto for all such encroachments and overhangs, as well as for all encroachments and overhangs, as natural movement or settling of any such patio home. If any home shall be damaged or destroyed, the owner or owners thereof shall be permitted to repair and reconstruct such home with encroachments and overhangs not more intrusive than those existing at the time of such damage or destruction, and therefore said license and easement shall continue in effect. Encroachment on traditional lots is not allowed.

1.02 MAINTENANCE EASEMENT: There is hereby created, granted and reserved to the owner or owners of each lot in Kingston Place a license and right of entry across contiguous lots as reasonably may be needed to maintain and repair such owner's home. The lot owner making use of such easement across the adjoining lot shall be responsible for any and all damage to the adjoining lot caused during any such access.

1.03 SPECIFIC EASEMENT: Without limiting the foregoing encroachment easement and maintenance easement, there is hereby created, granted and reserved to the owner or owners of each lot in The Kingston Place a permanent and perpetual encroachment easement on and over the lot adjoining a zero-lot-line or patio home for a roof overhang and a five-foot strip evenly along the adjoining side of the lot for access for maintenance of the dwelling, its roof, its foundation, and its wall or fence. Addresses 14933 Gables End Drive (Plot 86), 14932 Gables End Drive (Plot 85), 14933 Sabre Drive (Plot 80), 14932 Sabre Drive (Plot 79), 25218 Capshaw Road (Plot 75), 14935 Maiden Court (Plot 7, 3rd addition), 14943 Maiden Court (Plot 8, 3rd addition), 14942 Maiden Court (Plot 9, 3rd addition), 14953 Commonwealth (Plot 8, 4th addition), 14954 Commonwealth (Plot 9, 4th addition), 25166 Castlebury Drive (Plot 8), 25152 Castlebury Drive (Plot 7), 25134 Castlebury Drive (Plot 6), 25112 Castlebury Drive (Plot 5), 25215 Queensbury Drive (Plot 4), 25235 Queensbury Drive (Plot 3), 25257 Queensbury Drive (Plot 2) and 25273 Queensbury Drive (Plot 1) that back up to Mooresville Road and Capshaw Road may not have a fence beyond the homeowners rear property line. The area between the homeowner's rear property line and Mooresville Road and Capshaw Road will be maintained by Homeowner's Association. In addition, the Homeowner's Association will maintain all entrances, marquees and islands in the neighborhood.

1.04 NO ADVERSE MODIFICATIONS: No owner of any lot in Kingston Place shall modify, change or make improvements in his yard, driveway area, or fence which shall adversely affect the structures on contiguous lots, including without limitation, any changes or improvements to such areas which increases the flow or accumulation of storm water drainage against buildings situated on contiguous lots.

1.05 LIMITATION ON CONSTRUCTION OF WINDOWS, DOORS, ETC.: In order to maximize the privacy of each lot in The Kingston Place, homes must be designed so that the side of a home built on the zero-lot-line side does not have any window, doors or other similar type of openings which provided a view or line of sight into the courtyard on the adjacent lot. No owner or owners of any lot in The Kingston Place shall change, modify, improve or alter his house in such a manner so as to add one or more windows, doors or other similar types of openings which provide a view of or line of sight to the courtyard on a lot contiguous to the zero-lot-line side.

1.06 INDIVIDUAL INSURANCE: By taking of title to a lot subject to the terms of this Declaration, each owner covenants and agrees with all other owners and with the Association that each owner shall carry blanket all-risk casualty and liability insurance on his lot, and the improvements and structures constructed thereon. Each owner further covenants and agrees that in the event of total destruction, or of a partial loss or damage and destruction, of improvements and structures, the owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved by the Architectural Review Committee and the owner shall pay any costs of any repair or reconstruction which are not covered by insurance proceeds, such repair or reconstruction to be completed within 180 days of the date of the occurrence of the damage or destruction. Any exceptions to this must be presented to and approved by the sitting HOA Board. The Association, or any owner, shall be entitled to the remedy of specific performance of this obligation in addition to any and all other remedies available by law, and should the Association or any owner prevail in a legal action for specific performance, then, in such event the Association or owner prevailing shall be entitled to recover all reasonable attorney fees and other costs incurred.

1.07 AMENDMENT OF COVENANTS AND BY-LAWS: These covenants, By-Laws and/or Articles of Incorporation may be modified and amended by the affirmative written vote of the owners or their approved Association official proxies of at least fifty-one percent (51%) of participating title holder votes (votes are limited to one vote per household).

1.08 CONSENT OF LOT OWNERS: Whenever the consent of the owners of the lots in Kingston Place is required with respect to any action described herein, the consent of the owner or owners of said lots shall be deemed given if the record owner of such lot(s) shall evidence such consent in writing.

1.09 ENFORCEMENT: These restrictions may be enforced by any owner, or any lessees of an owner in Kingston Place or by the Association (acting through the Board) by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or provisions set forth herein. No delay or failure on the part of an aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that part or an estoppel of that party or of any other party to assert any right available to him upon the reoccurrence or continuation of said violation or the occurrence of a different violation. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity. The party(ies)

successfully bringing such an action shall be entitled to recover reasonable attorneys' fees, expenses and costs in addition to any other granted relief or damages.

1.10 **CONFLICT RESOLUTION:** When there develops or exists a dispute and/or disagreement between any lot owners, such Owners should first discuss the matter between themselves and attempt to resolve the issue(s). Should no resolution be agreed upon, either party may formalize a complaint and submit such in writing to the Board of Directors detailing the nature of the complaint, what remedy attempts have been made and what remedy is being sought. Complaint should be signed and dated for validity. The board will address the issue presented should there be a violation of the covenants of Kingston Place.

1.11 **SEVERABILITY:** Invalidation of any one or more of the provisions hereof by a judgment or court order shall not in any manner affect any of the other provisions hereof, and such provisions shall remain in full-force and effect.

1.12 **CAPTIONS:** The captions preceding the various paragraphs of these covenants are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision hereof. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

1.13 **EFFECT OF VIOLATION ON MORTGAGE LIEN:** No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of Kingston Place; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' or foreclosure sale shall be bound by and subject to these restrictions as fully as any other owner of any portion of Kingston Place.

ARTICLE II RESTRICTIONS

2.01 **RESIDENTIAL USE:** All lots shall only be used for single family residential purposes exclusively. No portion of the property, or buildings located on said property, may be rented while being occupied by the primary residents. Rentals via VRBO, AIRBNB or other such short-term rental arrangements shall not be allowed. No home-based business activity is allowed that creates a negative impact as far as parking, traffic, noise or disruption within the community.

2.02 **SETBACKS:** Setback requirements are those set forth on Kingston Place plats. Traditional lots have a minimum building setback line from the front of the property line of 35 (thirty-five) feet with a rear setback no closer than 40 (forty) feet of the property line. Patio lots have a minimum building setback line from the front of the property line of 25 (twenty-five) feet with a rear setback no closer than 20 (twenty) feet of the property line. All Traditional lots have a 10 (ten) foot side lot line setback. All Patio lots have a 0 (zero) foot side lot line setback, said 0 (zero) lot line may contain a variance of 6 (six) inches. For the purpose of this covenant, driveways, walks and steps shall not be considered as part of the building; provided, however, that this shall not be construed to permit any portion of the building on any unit to encroach upon another unit.

2.03 **EASEMENTS:** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on Kingston Place plats. No utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, trees or flowers, or to other property of the Owner situated within any such easement. No structure, trees, vines, plants or any other thing shall be placed or permitted to remain which may in any way change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner, except for those improvements for which a public authority or utility company is responsible. Right of ingress and egress shall be had at all times for any party having a right to use such easement.

2.04 **HOME SIZE:** No Traditional home shall be erected upon or allowed to occupy any lot unless the area of the main structure, exclusive of open porches or attached garages be not less than 2,000 square feet heated/cooled space. Ground floor area must be a minimum of 1,200 square feet on a 2-story dwelling provided that total living area is not less than 2,000 square feet of heated/cooled space exclusive of open porches and garages. No Patio home shall be erected upon or allowed to occupy any lot unless the area of the main structure, exclusive of open porches or attached garages, be not less than 1,800 square feet heated/cooled. Ground floor area must be a minimum of 1,000 square feet on a 2-story dwelling, provided total living area is not less than 1,800 square feet of heated/cooled space exclusive of open porches and attached garages.

2.05 **LOT ADJUSTMENT:** Lot adjustments are not allowed.

2.06 **TENANTS:** It shall be the responsibility of each Owner to ensure that any tenant of any lot, which is owned by him receives a copy of these restrictions and that every lease utilized by such Owner contain a provision therein stating that every tenancy is subject to all of the terms and provisions of this Declaration. The Secretary will also provide the tenants a copy of all Covenants and By-Laws prior to occupancy. All rental agreements must include a signed acknowledgment by the tenant of receipt of covenants and by-laws of Kingston Place. The property owner must provide the Secretary of the HOA a copy of the signed rental agreement. All rental agreements must be approved and accepted by the Secretary prior to tenant's occupancy. All leases must have a minimum term of occupancy of no less than 12 months. The Owner and tenants shall remain liable for the performance and observation of all terms and conditions in this Declaration and for all costs of enforcing the same, including a reasonable attorney's fee and court costs.

2.07 **ANIMALS:** No livestock, animals of any kind, poultry or insects shall be kept or maintained on any unit except domesticated dogs, cats and birds and no more than three (3) total animals may be kept on a unit at one time. All outdoor pet enclosures are to be approved by the Architectural Review Committee. The Owner or Tenant of the Unit will take necessary steps to ensure such animals remain within the confines of the lot premises at all times unless being exercised. When animals are exercised outside of the lot premises, the Owner will keep the animal on a visible leash to keep animal in control and Owner will clean up after animals to

eliminate waste. No invisible leashes (i.e. electronic leashes, etc.) shall be allowed. Notwithstanding the foregoing, no animal, which constitutes a nuisance, shall be kept.

2.08 **SIGNS:** Unless so specified, no sign of any kind shall be displayed to the public view on any lot except for home security signs, one professional sign for not more than nine (9) square feet advertising the property for sale. Signs for yard or garage sales or professional service signs are to be temporary only and shall not remain any longer than three days. Political signs may be displayed in the landscaped garden bedding area for up to fourteen (14) days prior to an election for which such sign is planned. The sign shall not exceed 18" x 24". Political signs are to be removed within forty-eight (48) hours of the election. The Association will have the right to remove such signs thereafter. All other signage must fall within the guidelines set forth in these covenants.

2.09 **FLAGS:** The number of Flags shall adhere to guidelines for all lawn ornamentation as stated in section 2.33. Prior to erecting any permanent flag poles, such are to be approved by Architectural Review Committee. The maximum number of flags on permanent flag poles is limited to two. Only American Flags and Military Flags may be displayed.

2.10 **TEMPORARY STRUCTURES:** No Temporary buildings, storage buildings, sheds or similar structures, trailer, structure that was ever a trailer, garage or building, whether used in the course of construction or not, or other temporary structure, mobile home, structure that ever was a mobile home, modular home, manufactured home, motor home, recreational vehicle, boat, etc. shall not be allowed under any circumstances. Children's play sets, swing sets and the like are permitted as long as they remain in good repair. Once these items become broken or no longer in use; they should be removed, at owner expense. Temporary buildings, storage buildings, sheds or similar structures placed on the property as of this document's date are required to be removed from the premises; at owner expense once the dwelling is sold or at any time the structure becomes unserviceable or deteriorated.

2.11 **ACCUMULATION OF REFUSE:** No wood, lumber, metals or bulk materials and no refuse or trash shall be kept, stored, or allowed to accumulate on any unit, except building materials during the course of construction of any approved building project. No harmful or noxious materials shall be stored, either inside any building, or outside any building, if said materials pose any significant threat to public health and safety or to individuals employed or living within or in proximity to such building. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers shall be placed in the open no earlier than 24 hours on any day a pick-up is to be made. At all other times, trash and garbage containers shall be screened in such a manner so that they cannot be seen from adjacent and surrounding property.

2.12 **PIPES:** No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any unit above the surface of the ground, except hoses and movable pipes used for irrigation purposes, which must not remain visible from any adjacent or surrounding property except when actually in use and operation.

2.13 **MINING:** No unit shall be used for the purpose of boring, mining, quarrying, exploring or removing gas, coal, oil or other hydrocarbons, sulfur or other minerals, gravel or earth.

2.14 **CLOTHESLINES:** No clothing or other household fabrics shall be hung in the open on any Unit unless the same is not visible from any adjoining property or public view.

2.15 **MAILBOXES:** All mailboxes shall be made of cast aluminum or equal approved composite, shall be black in color, and shall be approved by the Architectural Review Committee in writing and adhering to the applicable specifications of the U.S. Postal Service. All mailboxes shall be located as directed by the U.S. Postal Service. Each lot owner shall be responsible for the maintenance and replacement of his or her mailbox so as to keep it in a state of repair at all times.

2.16 **OUTSIDE BURNING:** Outside or open burning of trash or refuse upon any unit is prohibited. Outdoor fireplace, fire pit or cooking units that are designed to burn firewood, charcoal or gas are permitted to be used. The Owner is responsible for the safe operation of these devices.

2.17 **NUISANCE:** No obnoxious, offensive or illegal activities shall be carried on upon any unit nor shall anything be done on any unit, which may be or may become an annoyance or nuisance. Community expectations are intended to safeguard the rights of each resident without infringement on the rights of other residents. This includes, but is not limited to, restrictions such as:

- * Loud and/or unsafe operation of automobiles, motorcycles or other vehicles.
- * Loud music
- * Loud, dangerous or threatening animals
- * Spotlights/floodlights operated for extended periods that are shining into neighbors' property.
- * Electronic interference to radio/television, for example ham or CB radios.

2.18 **"RECREATIONAL", "COMMERCIAL" AND "OVERSIZED" VEHICLES:**

Except for purposes of unloading and loading passengers, household or lawn items and supplies for a period of time not to exceed five (5) days, no recreational, commercial or oversized vehicle parking is allowed anywhere within that part of Kingston Place at any time or for any reason, except within the enclosed garage portion of any dwelling, and the garage door must be able to fully close. The term "Recreational", "Commercial" or "Oversized Vehicle" shall mean and refer to any recreational, commercial or oversized vehicle, truck and camper, motor home, tractor, golf cart, 3-wheeler, 4-wheeler, go-cart, all-terrain vehicle, mobile home or trailer (either with or without wheels) camper trailer, utility trailer, boat or other watercraft, boat trailer or any other recreational, oversized or commercial transportation device of any kind. Any request for a temporary exception will need to be approved by the Board of Directors in writing. Valid license and tag must be and remain current on all vehicles. No vehicle which is incapable of being operated upon a public highway or is derelict or unsightly in the judgement of the Board shall be allowed to be kept on the premises.

2.19 **PERSONAL VEHICLES:** Any personal vehicles, defined as cars, pick-up trucks, vans, SUVs, motorcycles or scooters, which are used on a regular basis for owner's transportation are to be parked within the confines of the Owner's driveway or enclosed garage. No more than four personal vehicles can remain permanently parked in Owner's driveway unless approved by the Board. All personal vehicles are required to maintain valid license tags.

2.20 **SWIMMING POOLS:** Swimming pools must be completely in ground and located to the rear of the building in an enclosed area and location approved by the Architectural Review Committee prior to installation. All pool equipment must not be visible outside of the enclosed pool area. All setbacks, lot requirements etc. must be adhered to in any pool installation. Above ground pools shall not be permitted. Partially in ground pools will no longer be allowed or approved as of this document's date.

2.21 **TANKS:** No underground tanks or No exposed above ground tanks or receptacles will be permitted on any unit for the storage of fuel, water or any other substance. Small propane tanks under 20 lbs. (or similar) are permitted to be used for grills, fire pits and the like.

2.22 **COMPLETION OF CONSTRUCTION:** Once construction has commenced in the building of a residential home, the same shall be completed within a period of twelve (12) consecutive months. Commencement shall mean the digging and pouring of the footing for the foundation.

2.23 **EXTERIOR LIGHTING:** Outside lights at eaves, outdoor lighting and door entrances shall be permitted. Seasonal holiday lighting is permitted but must be in good taste and removed shortly after the holiday period has ended. Colored lights are only permitted during the holidays.

2.24 **DRIVEWAYS:** No driveway shall consist of any material other than exposed aggregate or cement unless otherwise approved by the Architectural Review Committee.

2.25 **DETACHED STRUCTURES:** Detached garages, buildings, pavilions, covered patios, pergolas and gazebos must be located at rear of parcel and conform and blend with main the primary dwelling in type and appearances such that the building is constructed of the same siding (brick) and in proportion to the dwelling: have the similar elevation, have the same roof pitch and be roofed with the same color and type of shingles/roofing as the dwelling. Any structure with metal roof after the date of this document shall be replaced with the same material covering the primary dwelling should repairs be needed. Owner shall submit written plans for the detached structure to the Architectural Review Committee.

2.26 **WALL AND WINDOW AIR-CONDITIONING UNITS:** Permanent placement of window air-conditioning units shall not be permitted. Emergency exceptions shall be presented to the board.

2.27 **SOLAR COLLECTORS:** Solar collectors shall be permitted only with prior written consent from the Architectural Review Committee and a majority vote from the Board of Directors

2.28 TRANSMISSION EQUIPMENT. ANTENNAS AND SATELLITE DISHES: No visible ham radio antennae, similar devices or other receiving or transmitting equipment shall be operated or permitted to be operated on a lot and none under any circumstances that interfere with normal and customary reception of television and radio transmissions. Satellite dishes placed as far too the on rear of building as technically possible shall be permitted. No more than two working dishes may be installed at one time. Any non-operational dishes should be removed upon disconnection of service.

2.29 FENCES: No fences or walls may be erected unless approved by the Architectural Review Committee. All fences must be the wooden shadow box arch design and must include copper post caps. Fence height should be six-feet (6') high unless approved by the Architectural Committee. All existing fences must be stained no later than December 31, 2022. All fences constructed after that date must be stained within 6 months of installation. The stain must be one of the following colors Olympic Tobacco Brown, Behr Padre Brown or Sherwin Williams Tobacco Brown. No fences may be taken down, altered or destroyed unless approved by the Architectural Committee, and the owner shall have the obligation to maintain and repair all fences. No chain link, vinyl, full wrought iron or aluminum fences shall be allowed. If the property owner fails to maintain such structures in recognized acceptable condition (no loose, warped, or missing boards, no missing post caps, protected from the effects of weather with staining or water-sealing, etc.) then the owner will not be in compliance herewith. The Association reserves the right to have repairs and or replacements completed at the Owner's expense and the Owner shall be responsible for the reimbursement to the Association within 30 days of billing.

2.30 OVERHEAD UTILITIES: To the extent of the interest of the Owner of a unit, the Owner of a unit will not erect or grant to any person, firm or corporation the right, license or privilege to erect or use or permit the use of overhead wires, poles or overhead facilities of any kind for electrical or telephone service or cable or satellite television within Kingston Place (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the community). Nothing herein shall be construed to prohibit overhead street lighting or ornamental yard lighting, where serviced by underground wires or cables.

2.31 CONNECTION POINT FOR UTILITIES SERVICE: To the extent of the interests of the Owner of each Unit, such Owners agree to connect utility service lines (including, but not limited to, water, sewer and electricity) at designated points.

2.32 GARAGES: The owner must keep all garage doors closed except when in use. No garages can be enclosed (whether in part or whole) so that the structure no longer has the appearance of a garage to include a garage door. No garage can be enclosed to be used as an apartment or living space. Storm rooms, storm shelters and safe rooms are allowed to be placed inside a garage. All attached garages must be side entry.

2.33 LAWN REQUIREMENTS AND DECORATIONS: All lawns are to be sodded and neatly groomed and maintained. Each dwelling shall contain a minimum of 8 shrubs (2-gallon size of larger) on the portion of the residence that is visible from the street. No artificial flowers

will be allowed with the exception of door wreaths and holiday decorations. No more than three (3) novelty yard ornaments or flags will be allowed per front yard on a permanent basis. No furniture is allowed in any front yard.

2.34 **SIDEWALKS:** Each homeowner is required to have and maintain a 42 inch sidewalk five (5) feet from the curb to extend from lot line to lot line facing the street. Sidewalks must be constructed of concrete or similar aggregate. The sidewalk will be tied into the driveway and all adjoining sidewalks, curbs and gutters. Sidewalks must have a smooth transition and not create a hazard.

2.35 **MAINTENANCE OF HEDGES AND PLANTS:** The Board has the right to enter upon any Unit and trim, cut, or prune any hedge or other planting which in the opinion of the Board or the Beautification Committee does not conform with the established aesthetics. The Owner shall be given fifteen (15) days prior written notice of such intent to enter and undertake such "self-help." Such expense incurred shall be reimbursed by the Owner within a 30-day period and shall attached to the continuing lien already existing in favor of the Association.

ARTICLE III

ARCHITECTURAL REVIEW COMMITTEE

3.01 **ARCHITECTURAL REVIEW COMMITTEE:** In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the Architectural Review Committee a home blueprint consisting of outside elevations, floor plans, and outline specifications. In conjunction with the submittal of the home blueprint to the Architectural Review Committee, the prospective builder shall provide a site plan depicting the structure in relation to the lot dimensions including purposed driveways and sidewalks. No construction shall begin until the Architectural Review Committee approves, in writing, the home blueprint and site plan for the dwelling. The same will be required for any alterations, addition or other type construction not covered by the original approval. The Architectural Review Committee shall be composed of at least three (but not more than five) persons designated and re-designated from time to time by the Board. If three voting members are not available; then members of the board shall fill seat vacancies to maintain a minimum of three members until those positions can be filled. In addition, the board reserves the right to oversee and veto, if necessary, the actions of the Architectural Review Committee.

Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Review Committee shall be required to uphold all rules or regulations, to make any findings, determinations, authorization or approval pursuant to directives or authorizations contained herein. A majority of the Architectural Review Committee shall be authorized to approve any request placed before them. Final approval of any request shall be signed by at least one member of the Architectural Review Committee.

The Architectural Review Committee shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this declaration, and no member of this committee shall have any liability, responsibility, or obligation, whatsoever, for any

decision or lack thereof, in the carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the Architectural Review Committee and each of its members on account of any activities of this committee relating to such owner's property or buildings to be constructed on his or her property.

3.02 APPROVAL REQUIRED: No structure shall be commenced, erected, placed, moved onto or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Review Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Review Committee, including, but not limited to, architectural plans, elevations and specifications showing the nature, kind, exterior color schemes, shape, height and materials of all structures proposed for the parcel, a site plan of the parcel, a grading plan for the parcel, a drainage plan and a plan for landscaping. Should any structures need to be fully replaced, then every effort needs to be taken to maintain visual/structural building standards of adjacent structures.

A structure shall be defined to be anything or device (other than trees, shrubbery, but shrubbery less than two feet in height if in the form of a hedge, and landscaping), the placement of which upon any parcel may affect the appearance of such parcel, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bath house, covered or uncovered patio, mailbox, swimming pool, clothesline, radio or television antenna, fence, curbing, paving, wall or hedge more than two feet in height, signboard or any temporary or permanent living quarters (including any house trailer or mobile home) or any other temporary or permanent improvement to such parcel, and also any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any parcel, and any change in the grade of any Parcel of more than six inches from that existing at the time of purchase by each owner.

3.03 BASIS FOR DISAPPROVAL OF PLANS: The Architectural Review Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- a) Failure of such plans or specifications to comply with any of the Restrictions or covenants
- b) Failure to include information in such plans and specifications as may have been reasonably requested;
- c) Objection to the exterior design, appearance or materials of any proposed Structure;
- d) Incompatibility of any proposed structure or use with existing structures or uses upon other parcels in the vicinity;

- e) Objections to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity;
- f) Objection to the site plan, grading plan, drainage plan or landscaping plan for any parcel;
- g) Objection to the color scheme, finish, proportions, style of architecture, materials, height, bulk, or appropriateness of any proposed structure
- h) Failure of plans to take into consideration the particular topography, vegetative characteristics, natural environment and storm water runoff of the parcel; or
- i) Any other matter, which, in the judgment of the Architectural Committee, would render the proposed structure, structures or uses inharmonious with the general plan and community covenants.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Review Committee in which event the extended time period shall be applicable. Should any approved project not be completed in the anticipated time period; then it is the responsibility of the board to determine cause and take appropriate action.

In any case where the Architectural Review Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based and copies of all documentation shall be submitted to the board for review. In any such case the Architectural Review Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

3.04 RETENTION OF COPY OF PLANS: Upon approval by the Architectural Review Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Review Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

3.05 RULES OF ARCHITECTURAL REVIEW COMMITTEE; EFFECT OF APPROVAL AND DISAPPROVAL: TIME FOR APPROVAL: The Architectural Review Committee shall provide guidance as to the process of obtaining architectural approval. Approval of any such plans and specifications relating to any parcel, however, shall be final as to that parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the restrictions at time said plans are submitted, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on a uses of the parcel in question. The Architectural Review Committee shall be bound by the same provisions as contained herein.

In the event that the Architectural Review Committee fails to approve, disapprove, or approve conditionally any plans and specifications as herein provided within thirty (30) days after proper submission thereof, the same shall be deemed to have been approved, as submitted and no further action shall be required.

3.06 FAILURE TO OBTAIN APPROVAL: If any structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, otherwise than in accordance with plans and specifications approved by the Architectural Review Committee pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article, and without the approval required herein, and, upon written notice in form approved by the Architectural Review Committee, any such structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If three (3) days after the notice of such a violation the owner of the parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Board shall have the right, through its agents and employees, to enter upon such parcel and to take such steps as may be necessary to extinguish such violations and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this Section 3.06 shall not be valid against a bona fide purchaser (or bona fide mortgagee) of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Limestone County prior to recordation of the deed (or mortgage) conveying the parcel in question to such purchaser (or subjecting the same to such mortgage).

3.07 INSPECTION AND TESTING RIGHTS: The Association Board or the Architectural Review Committee upon advance notice to the Owner unless for emergencies may at any reasonable time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; the Board Association nor the Architectural Review Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection. Without limitation upon other inspection rights, in order to implement inspection and testing of sanitary sewer lines, each owner agrees to notify the Architectural Review Committee prior to its installation of the sanitary sewer service lines and to permit such inspection and testing thereof by the Architectural Review Committee both before and after backfill as is required by the Architectural Review Committee. Any such inspection shall be for the sole purpose of determining compliance with these Restrictions, and neither the making of any such inspection, nor the failure to make any such inspection, shall be relied upon by the owner of a parcel or any third persons or entities for any purpose whatsoever; nor shall any such inspection obligate the Board Association or the Architectural Review Committee to take any particular action based on the inspection.

3.08 WAIVER OF LIABILITY: Neither the Architectural Review Committee nor any architect nor agent thereof, nor the Association or its Board, nor any agent or employee of the

foregoing, shall be responsible in any agent or employee of the structures to comply with requirements of this Declaration, although a certificate of compliance has been issued, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon or benefiting therefrom agree not to sue or claim against the entities and persons referred to in this Section 3.08 for any cause arising out of the matters referred to in this Section 3.08 and further agree to and do hereby release said entities and persons for any and every such cause.

ARTICLE IV

ZONING AND SPECIFIC RESTRICTIONS

4.01 These Restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provisions of such laws, rules, regulations, deeds, leases or the Restrictions shall be taken to govern and control.

ARTICLE V

ASSOCIATION

5.01 The Association shall mean and refer to Kingston Place Homeowners Association, Inc., an Alabama non-profit corporation, its successors and assigns, said corporation to be hereafter created. Every owner (but not mortgagee) of a lot shall be deemed to have a membership in the Association. Membership in the Association shall pass with the title to each parcel as an appurtenance thereto.

5.02 **CLASS OF MEMBERSHIP:** There shall be one class of membership in the Association.

5.03 **VOTING RIGHTS:** Members shall be entitled to cast votes at Association meetings on matters pertaining to the Association, including the election of members of the Board of Directors, amending the Declaration, the Articles of Incorporation and the By-laws of the Association, and all other matters which may be brought before the Association membership except as otherwise provided in this Declaration. Only one vote permitted per lot or residence.

Unless otherwise provided herein, any issue before the Association requiring a vote of the members, such vote shall be had, based upon a quorum of the votes cast by participating members and 51% (fifty-one) of such quorum-based vote shall be required to enact or pass such action. By definition, Quorum shall mean the presence, in person or by official Association written proxy, of at least 51% of the participating members entitled to vote on the issue(s) before the Association meeting including election of board members and all other matters requiring a vote of the Association unless otherwise specified herein. Method of voting shall be determined by the sitting Board of directors and may include electronic voting methods.

5.04 ASSOCIATION RESPONSIBILITY: The Association shall maintain and keep in good repair the area of common responsibility or common areas, easements, and such other areas as in these Restrictions provided, of the subdivision, maintenance to be funded as hereinafter provided. The maintenance shall include, but not be limited to, maintenance, repair and replacement, subject to any insurance then in effect, of all landscaping or other flora, structures, and any improvements, which may be situated upon such common areas. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the common area which shall be maintained out of regular assessments for common expenses.

5.05 USE OF FUNDS: The Board shall apply funds received by it pursuant to these Restrictions, and from any other source, reasonably for the benefit of the common areas and areas designated by these Restrictions. The Association may purchase such insurance, including liability insurance, as it shall determine, and may pay from funds received all costs of operation, fees, permits, taxes, accounting and legal charges, and other costs and expenses of operation of the Association. If reasonably available, the Association shall obtain a public liability policy covering the common areas, the Association and its members, for all damage or injury resulting from the operation, maintenance or use of the common areas, or caused by the negligence of the Association or any of its members or agents, and any legal liability that results from lawsuits relating to employment contracts with the Association in which the Association is a party.

5.06 OBLIGATIONS OF ASSOCIATION WITH RESPECT TO FUNDS: The Board shall not be obligated to spend in any calendar year all the sums collected in such year, and may carry forward as Surplus any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the annual charge in the succeeding year, but may carry forward from year to year such surplus as the Board of Directors of the Association in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes. The Association shall provide to all members of the Association an annual accounting of funds expended and balances remaining within 120 days after the end of any fiscal-year, such accounting to be at the Association's expense. Such annual accounting audit to be done annually by a disinterested third party.

5.07 AUTHORITY OF ASSOCIATION TO CONTRACT: The Board shall be entitled to contract with any corporation, firm or other entity for the performance of the various undertakings of the Association. All estimates must be obtained from a minimum of three sources that are disinterested third parties.

5.08 AUTHORITY OF ASSOCIATION TO BORROW MONEY: The Board shall be entitled to borrow money for the purposes of the Association, up to an outstanding principal balance of \$5,000.00 per fiscal year. Any borrowing exceeding an outstanding principal balance of \$5,000.00 shall require the approval of 51% of the votes of the membership.

5.09 AUTHORITY OF ASSOCIATION TO MAKE CAPITAL EXPENDITURES: The Board shall be entitled to make capital expenditures for the improvement of the common areas.

5.10 PERSONAL OBLIGATION OF MEMBERS: Each member or owner, by acceptance of a deed or other conveyance to property, whether or not it shall be so expressed in any such deed or other conveyance, shall be bound to comply with all covenants and agree to pay the annual charges assessment.

5.11 ANNUAL ASSESSMENT: For the purpose of providing funds for the purposes of the Association, and to pay all reasonable expenses incurred by the Association, the Board shall in each year, commencing with the year 2005, assess against each parcel or lot of Kingston Place a charge (which shall be uniform with respect to all parcels or lots) equal to a specified number of dollars per parcel or lot. Each such parcel shall be charged with and subject to a continuing lien for the amount of such separate assessment, which shall be deemed the "annual charge" with respect to such parcel. At such time as stated, the Association will take over the maintenance, and the annual charge will be evaluated and divided equally among the homeowners. The Board of Directors on behalf of the Association from time to time shall have the right to increase or decrease said funds consistent with the financial needs of the association.

5.12 DATE OF ANNUAL ASSESSMENT: The 15th day of April each year, the association shall send a written bill to each member stating the amount of the annual charge assessment placed against each parcel for the calendar year. After the 10th day of May of that same year, a late fee of fifty dollars (\$50.00) will be immediately added to the bill. Beginning on the first day of June of that same year, any delinquent amount shall bear interest at the rate of forty percent (40%) compounded monthly until paid. and provided that the failure to make timely payment shall, at the option discretion of the Board, require the entire annual assessment and late fees to be immediately due and payable.

5.13 EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: If any member shall fail to pay an assessment on a timely basis, in addition to the right to sue the member for a personal judgment, the Association shall have the right to file and record a lien (but is not required to do so as the automatic lien created herein is continuing in nature) against the property under applicable law, and the amount due by such member shall include the amount of the assessment, as well as the cost of such proceedings including a reasonable attorney's fee, plus interest at the rate of six percent (6%) per annum. In addition, the Association shall have the right to sell the property at public or private sale after giving notice to the member (by registered mail or by publication in a newspaper of general circulation in Limestone County, Alabama, once a week for three successive weeks) prior to such sale. Alternatively, said continuing lien may be foreclosed through judicial foreclosure.

5.14 CONTINUING LIEN: All members or owners property shall be subject to a continuing lien for assessments levied in accordance with the provisions of this Declaration. The annual assessment together with interest thereon and the cost of collection thereof including reasonable attorney fees as herein provided, shall be a charge on and shall be a continuing lien upon the member's or owner's property against which each such assessment or charge is made.

5.15 PRIORITY OF LIEN: The lien created in 5.14 shall be prior to all other liens aside from tax liens. Said lien shall be prior to all mortgages and deeds of trust to the extent of the

common expense assessments based on the periodic budget adopted by the association which would have become due in the absence of acceleration during the twelve months immediately preceding institution of an action to enforce the lien or to foreclose the same.

ARTICLE IV

COMMON AREA AND EASEMENTS

6.01 COMMON AREAS AND EASEMENTS: The Association shall be responsible for the exclusive management, maintenance and control of all of the common area and easements within Kingston Place, and all improvements thereon, and shall keep them in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof. Common areas are defined as the 15' frontage on Mooresville Rd and Capshaw Rd. as identified in 1.03, the two traffic islands located on Gables End Dr and Sabre Dr, the clubhouse property, and all along with any other common area(s) and easements.

6.02 RULES AND REGULATIONS: The Association may make and enforce reasonable rules and regulations governing the use of the common area. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the common area. The Association shall, in addition, have the power of relief in any Court for violations or to abate nuisances, imposition of sanctions shall be as provided in rules and regulations established by the Association.

6.03 RIGHTS IN COMMON AREA: "Common Area" shall be that so designated on the plat of Kingston Place. Each owner of a lot in Kingston Place shall have the right of use of the common area, during his period of ownership, but subject to the rules and regulations established by the Association.

6.04 CLUBHOUSE OCCUPANCY:

Maximum Occupancy for the Clubhouse is as follows:

With Furniture (tables and chairs): 45

Without Furniture (no tables and chairs): 60

Maximum Pool Occupancy: 55

These Amendments to the Restrictive Covenants shall not be deemed to be nor are they to be applied retroactive, rather, shall be prospective and enforceable as of the date of this passage.

The following Lot Owners consenting to the above **FOURTH AMENDMENT TO KINGSTON PLACE DECLARATION OF PROTECTIVE COVENANTS** represent 67% of the Membership. Likewise, the following Directors have hereunto affixed their signatures consenting to the same.

Kingston Place Homeowners Association, Inc.

DIRECTORS:

Tammy E. Clemmons
Tammy E. Clemmons

Carol Parrish Crews
Carol Parrish Crews

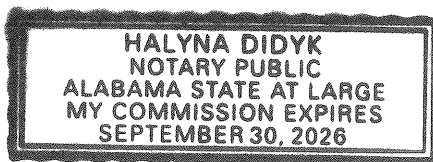
Roger D. Gates
Roger Dale Gates

Billy R. Reed
Billy R. Reed

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

I, the undersigned Notary Public in and for said County and State, hereby certify that Tammy E. Clemmons, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 24 day of April, 2023.

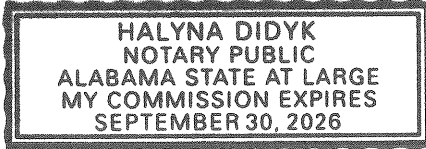


[Signature]
NOTARY PUBLIC
My Commission Expires: 9/30/26

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

I, the undersigned Notary Public in and for said County and State, hereby certify that Carol Parrish Crews, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, she executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 25 day of April, 2023.



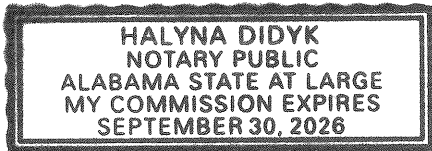
[Signature]
NOTARY PUBLIC

My Commission Expires: 9/30/26

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

I, the undersigned Notary Public in and for said County and State, hereby certify that Roger Dale Cates, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 25 day of April, 2023.



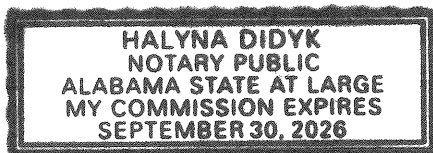
[Signature]
NOTARY PUBLIC

My Commission Expires: 9/30/26

**STATE OF ALABAMA
COUNTY OF LIMESTONE**

I, the undersigned Notary Public in and for said County and State, hereby certify that Billy R. Reed, whose name is signed to the foregoing and who is known to me, acknowledged before me on this date, that, being informed of the contents of this conveyance, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 25 day of April, 2023.



[Signature]
NOTARY PUBLIC

My Commission Expires: 9/30/26