

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
GRANDVIEW SHORES SUBDIVISION  
CULLMAN COUNTY, ALABAMA**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 13<sup>th</sup> day of August, 2018 by Alabama Land Sales, LLC, hereinafter called the "Owner".

WHEREAS, the undersigned is the Owner (Developer) of 58 lots in the following described block of real estate located in Cullman County, Alabama, to-wit:

All lots depicted on the subdivision plat of Grandview Shores, as recorded in Plat Book 2018, Pages 16-17 in the Probate Office of Cullman County, Alabama.

NOW, THEREFORE, the Developer declares that all of the lots in the property hereinabove described, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants, restrictions and limitations hereinafter set forth expressly and exclusively for the use and benefit of the property, and of each and every person or entity who now, or in the future, owns any portion or portions of said real estate.

1. All roads in Grandview Shores will be paved county roads to be maintained by Cullman County. There are county road right of ways of varying widths that run to and through the property as shown in more detail on the subdivision plat. Within the right of ways, the roads are built 20ft wide of paved asphalt 2.5in thick over a rock base 24ft wide and 6in thick to or greater than county specification. Ditching and culverts have been put in place to accommodate run-off and utility easements run along the roadways.
2. There are several common driveway easements on the property that are designed for the benefit of only those properties that abut each easement respectfully. The POA shall be responsible for the routine maintenance of any common driveways up to their original finished surface at the time of conveyance to the community. The cost of the maintenance shall be equally shared by those property owners that benefit from the specific easement repaired. If the property owner or owners choose to improve the driveway easement beyond that originally provided, they do so at their own expense and shall maintain said improvements on their own individually or together as they see fit. The POA may accept this responsibility upon the request of all parties on the easement. Any individual lot owner may choose not to use the common easements and will not have to pay toward future repairs. Violating non-usage will result in the immediate billing for their share for work down prior the violation, with the POA having the right to place a lien against their property for non-payment. The individual driveway easements are as follows:
  - a. There is a cart path easement on an existing road and as depicted on the plat, 5' feet either side of the center line, for the benefit of lot 11 through lot 18 and

Recording Fee 24.50, TOTAL 24.50

- along the property line of 17 & 18 traversing across lots 17,16,15,14,13,12 and ending at a turn around on lot 11 for the purpose of ingress, egress and utilities for said lots that are part of this common cart path. This will be a small vehicle trail easement meant for golf carts, atvs, etc... and not cars and trucks for the purpose of providing service and supplies to property owners' docks and lower properties. This is not to be used for general recreation and all vehicles must be operated by an individual at least 16 years of age. The driveways will be maintained by the POA upon request, and repair work will be billed equally among the benefactors.
- b. There is a cart path easement on an existing road and as depicted on the plat, 5' feet either side of the center line, for the benefit of lot 19 through 23 and along the property line of 22 & 23 traversing down across lots 22,21,20 to the turn around at the bottom of lot 19 for the purpose of ingress, egress and utilities for said lots that are part of this common cart path. This will be a small vehicle trail easement meant for golf carts, atvs, etc... and not cars and trucks for the purpose of providing service and supplies to property owners' docks and lower properties. This is not to be used for general recreation and all vehicles must be operated by an individual at least 16 years of age. The driveways will be maintained by the POA upon request, and repair work will be billed equally among the benefactors.
  - c. There is a cart path easement on an existing road and as depicted on the plat, 5' feet either side of the center line, for the benefit of lot 23 through 28 and along the property line of lots 25 & 26 traversing through lots 25,24,23 and switch back thru lots 23,24,25,26,27 to a turn around at the property line of lots 27 & 28 for the purpose of ingress, egress and utilities for said lots that are part of this common driveway. This will be a small vehicle trail easement meant for golf carts, atvs, etc... and not cars and trucks for the purpose of providing service and supplies to property owners' docks and lower properties. This is not to be used for general recreation and all vehicles must be operated by an individual at least 16 years of age. The driveways will be maintained by the POA upon request, and repair work will be billed equally among the benefactors.
  - d. There is a driveway easement on an existing road and as depicted on the plat, 50 feet wide on the northern portion of lot 49, for the benefit of lot 49 through 51 for the purpose of ingress, egress and utilities for said lots that are part of this common driveway. Lot 51 also has a 20ft wide driveway easement off this easement through the northern portion of lot 50 for the same use. The 20ft driveway easement shall be maintained by Lot 51 solely. The 50ft wide driveway easement will be maintained by the POA upon request, and repair work will be billed equally among the benefactors.
  - e. There is a driveway easement on an existing road and as depicted on the plat, 50 feet wide on the southern portion of lot 35, for the benefit of lots 34, 35, 36, 38, and 39 for the purpose of ingress, egress and utilities. Lot 35 also has a 20ft wide driveway easement off this easement through the northern portion of lot 34 for a small vehicle trail easement meant for golf carts, atvs, etc... and not cars and trucks for the purpose of providing service and supplies to

property owners' dock and waterfront. This road is not to be used for general recreation and all vehicles must be operated by an individual at least 16 years of age. The 20ft small vehicle trail easement and the 50ft wide driveway easement will be maintained by the POA upon request, and repair work will be billed equally among the benefactors.

3. The success of this community will be due to the cooperation of all the lot owners seeing that the common areas are properly maintained and cared for. Each lot owner will be required to be a member of the Grandview Shores Property Owners Association (POA or Association) created for this purpose. Initial dues of \$300/year will be assessed to each lot owner based on each parcel they possess. The Developer, and/or its assigns will not be required to pay any Association fees or annual assessments on the unsold parcels. The purpose of the assessments is to maintain common areas, common docks, entrance, signs, and any other obligation the Declarant, provides to the community. This fee will be assessed January 1 of each year or at initial sale of the property prorated at closing to the Buyer only and not to the Developer. The Developer shall have the right to use said funds at its sole discretion for improvements and maintenance purposes, without liability, until such time as the Grandview Shores Property Owners Association has been turned over to the property owners. The POA fee can not be raised more than 5% by the Board in any given year without 60% approval by the property owners.
4. The Developer shall have exclusive control of the POA and individual lot owner members will have no voting rights until such time as 95% of the lots in the subdivision have been sold and closed or sooner at the Developer's sole discretion. Thereafter, the Developer will set up the initial POA Board of Directors and will turn the POA over to the Board of Directors to manage the POA for the members in accordance with the Certificate of Formation and By-Laws for the POA.
5. It is imperative in any community that property owners practice approved erosion control measures as required by the Alabama Department of Environmental Management and Alabama Power Company (The Lake Authority). The erosion control effort will be ongoing, and will require the lot owners in the community to invest in the process. This will include the continued maintenance and repair of ditch lines to ensure the proper flow of water run-off and removal of siltation and debris. The maintenance may require going outside of the road easement and onto the individual lots, as a case in point, to correct erosion on upper banks. Access to make these corrections will not be unreasonably denied by any lot owner. It will also require each lot owner and their contractors to adhere to good erosion control practices during any construction project. Every lot owner must take measures to prevent material run-off from their lot by installing check dams and silt fence as needed and the timely reseeding and ground covering of disturbed areas. Failure to do so may result in severe fines by the state. Each lot owner shall indemnify the community and the POA from any fines resulting from the violation of Best Management Practices for Erosion Control.
6. Building plans, position of structure and all site improvements must be submitted in writing to Grandview Shores Property Owners Association Board of Directors for

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approval prior to any construction, including changes to previously approved plans. Approval of plans/improvements/site positions shall not be unreasonably withheld by The Board, its agents, successors and/or assigns, and in the event they fail to respond to requests for approval within ten (10) days of the submission of the required documentation of the plans, said plans shall be deemed approved by the Board, but still must meet the guidelines outline herein.

- a. If constructed on a waterfront parcel, no principal Residential Dwelling, shall contain less than eighteen hundred square feet (1800 sq. ft) of air conditioned living area, excluding attached garages (but including living space above attached garages), green houses, screened porches, covered patios or entry ways, outbuildings, and detached guest houses. Any two (2) story primary Residential Dwelling shall contain a minimum of fifteen hundred square feet (1,500 sq. ft.) of air conditioned living area on the ground or first floor.
  - b. If constructed on an off waterfront parcel, no principal Residential Dwelling, shall contain less than sixteen hundred square feet (1600 sq. ft) of air conditioned living area, excluding attached garages (but including living space above attached garages), green houses, screened porches, covered patios or entry ways, outbuildings, and detached guest houses. Any two (2) story primary Residential Dwelling shall contain a minimum of eleven hundred square feet (1,100 sq. ft.) of air conditioned living area on the ground or first floor.
  - c. Any guest house, caretaker apartment, or any such detached secondary Residential Dwelling may be permitted as long as they are connected to a single meter and conforms with the architectural design of the main building.
  - d. The principal Residential Dwelling and secondary Residential Dwelling, if applicable, shall be of a design that would be considered standard style in Alabama and not radical in nature. No mobile homes, doublewides, modular units, metal buildings, earth homes or any other type of prefabricated packaged homes shall be allowed. The outside finish of the primary residence, principal or otherwise, shall be of a material normally used in the construction of custom homes in Alabama and shall be of earth tones in color. Vinyl can be used as an accent, but not as the primary exterior material. No aluminum siding shall be allowed.
  - e. The exterior of a Residential Dwelling under construction shall be completed within one year from the date of commencement of construction thereof. Extensions can be approved by the Board of Directors.
7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of said real property, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets must be controlled and prevented from being an annoyance to other property owners. Outdoor animals must be kept properly fenced in behind the primary home with some type of weather cover protection that is aesthetically pleasing and consistent with the overall architecture on the property. Lots that are 3 acres or more may be exempt from raising and keeping, but not breeding, certain

domestic animals such as horses, llamas, and other animals that do not present a noxious or noisy environment and must be controlled and prevented from being an annoyance to other property owners. This will specifically exclude goats, cattle, poultry and pigs which are prohibited. There will be a minimum of 2ac required for each animal individually, and the POA will have the final say on what constitutes acceptable animals, noxious, noisy, annoyance, or meeting minimum acreage per animal.

8. RVs may be used recreationally short term. A single recreational vehicle per lot with rubber tires either motorized or not, may be used by the lot owner on a temporary basis only, provided said vehicle is self-contained for sewage, and provided further, that either self-contained or temporary below ground water and power hook-ups are provided. The exterior appearance of the recreational vehicle must be neat, clean, and orderly. Said recreational vehicle must not be positioned any closer than 20 feet from any interior lot line and not closer than 50 feet from any road right of way. Said recreational vehicle shall not be located on any lot for more than 7 consecutive days and not more than 45 days in any calendar year. At no time shall any part of any lot or lake be used for lavatory purposes by those enjoying the temporary camping or RVing permitted herein, and any and all restrictions and covenants mentioned herein shall apply equally to short term recreational camping and to the temporary parking and use of a recreational vehicle. Adherence to the above will be determined and controlled solely by the POA Board of Directors. A permanent picnic area with table, grill, and fire pit, and a dock is permissible, but must be approved through the POA Board of Directors.
9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.
10. No commercial repair of vehicles or boats is allowed. Cars, boats, and other machinery shall not be abandoned or remain disassembled for more than seven (7) days on subject property.
11. Sewage disposal shall be by a Cullman County Health Department approved individual sewage system. The purchaser of the lot is responsible for obtaining the approval of the Cullman County Health Department for said sewage disposal system permit prior to any dwelling construction activities or ground breaking of any kind. Breaking ground prior to contacting the Health Dept may render the property unbuildable and such result falls solely on the lot owner.
12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the subdivision. Discharge of firearms is strictly prohibited within the boundaries of the subdivision.
13. Except for the subdivision entrance signs, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 2 feet by 3 depicting the lot number and property owner, or a sign used by a builder to identify himself during the construction period. No for sale signs are permitted until after the

POA is turned over to the lot owners, An information box is permissible if neatly attached to a Lot sign, and must be acceptable to the Developer.

14. Plants, fences or walls may be used as protective screening on appropriate lot lines as shown on the plat of the subdivision. No other type of protective screening except for utilities or drainage facilities shall be placed or permitted to remain on any lot. Any such protective screening shall be maintained by the owners of the lots at their expense and approved by the POA Board.
15. No oil drilling, oil well operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon, in, or on 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.
16. Any mailbox located on any lot must be architecturally pleasing, professionally constructed and well-maintained at all times. The Developer defers to the US Postal Service as far as location.
17. All piers, docks, boathouses or other floating structures must be of sound design and of professional commercial quality construction, architecturally pleasing, and shall be well maintained and kept neat and orderly at all times and must be permit approved by Alabama Power prior to construction.
18. Any culvert pipes or driveway culverts installed by lot owners shall meet Cullman County Road Department specifications and be not less than twelve (12) inches in diameter.
19. Any lot owner (and/or its agents or sub-contractors) that causes any damage to road surfaces, road shoulders or road ditches shall be responsible for returning them to the condition prior to the damage within ten (10) days, or GSPOA, its successors and/or assigns shall make the necessary repairs and shall charge the responsible lot owner for the cost of said repairs. The amount of any unpaid repair charges shall become a lien against the lot in question.
20. There are common areas that will be turned over to the property owners and controlled by the POA board of directors. This includes two large tracts to the North and South of the entrance, the entrance itself, and a tract of land that includes the roadway to the docks and common docks.
  - a. There will be an easement on the Southern front tract 20' wide running along County Road 222 beginning at County Road 367 and ending 10' foot past an existing advertising sign for ingress, egress and utilities and for the maintenance of an existing advertising sign for the benefit of AL Land Sales, LLC, and or its assigns.

21. Easements for installation and maintenance of the roads, utilities and/or drainage ways are reserved as shown on the plat for the subdivision, or as may naturally exist, and also as described in this paragraph. No structures, plants, or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of drainage canals in the easements shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Cullman Electric Cooperative, Cullman County Water Department, Alabama Land Sales, LLC, AT&T, gas company, and any cable company, their successors and assigns, shall have the right to construct, operate and maintain lines necessary in connection with the subdivision, for the transmission of electric power, water, gas, and communication services, with the right to string thereon from time to time electric power and communication wires and cables, together with the right to install, maintain and operate underground conduits, cables, or other facilities for the transmission of electric power and for the purpose of constructing communications wire underneath the surface of the ground and the right to permit other corporations and persons to attach wires and cables to said lines and to install wires or cables within conduits upon, over, under and across all street, avenues, alleys, public ways, public utility easements and/or said additional easements as shown on the subdivision plat. Together with all the rights and privileges necessary or convenient for full enjoyment or use thereof, including the right of ingress and egress to and from said lines across lands adjacent to said street, avenues, alleys, public ways, public utility easements and/or additional easements shown on the subdivision; and the right to cut, trim and keep clear, both on the areas described above and lots adjacent thereto, all trees and undergrowth within fifteen (15) feet of the above described lines and electric facilities, as well as the right to cut dangerous timber within falling distance of said lines and facilities. Utility easements may exist within 10ft of any property side line and 20ft from any front or back property line, as may be required by the utility companies, and may extend further inside the property on curves in the road as long as it does not effect the building site of the lot owner.
22. Other Easements: A pond use easement exists on a small pond located on Lots 43 and 44, for the purpose of recreational use and aesthetics. Both lot owners have a right to use the whole pond for recreation, and shall not create any obstruction to such use except for a small docking area for watercraft. No gas powered floating craft are allowed on the pond. Things such a fountains, stocking fish, etc . . . should be mutually agreed upon, but not unreasonably denied. The POA Board will be the final arbitrator on any disputes of use. Any improvements shall be maintained by the installing individual or as mutually agreed.
23. Easements Not Shown on Plat: Unless otherwise shown on the Plat, or otherwise established by the Declarant pursuant to the authority set forth in this Declaration, no portion of the Property, including, without limitation, any Parcel or Common Property, shall be used as a pedestrian or vehicular easement, roadway or otherwise

used as a means of access, ingress, or egress from a Parcel to any other property outside of Grandview Shores.

24. Overhead Wires: All telephone, electric and other utility lines and connections between the main utility lines and the residence or other building located on each Parcel shall be concealed and located under-ground, unless necessary to maintain existing electrical service by Alabama Power. Each Parcel Owner requiring an original or additional electrical service shall be responsible to complete at his expense the secondary electric service, conduits, wires, conductors and other electric facilities from the point of the applicable transformer to the Owner's Parcel improvements, and all of the same shall be underground and remain the property of the Parcel Owner of each such Parcel. For large tract where the distance to the home exceeds 500' feet, overhead will be allowed as long as it doesn't negatively affect all other property as determined by the GSPOA Board.
25. Smith Lake water levels fluctuate during the seasons of the year and/or during times of heavy rainfall or periods of drought and a distinction between "seasonal" lots and "year-round water" is difficult to determine. The buyer has the ultimate responsibility to determine that he/she is satisfied with the potential effects of this situation upon the subject property. Alabama Power solely controls and regulates the water levels in Smith Lake.
26. The covenants and restrictions of these Covenants shall run with the land and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to these Covenants, their respective legal representatives, heirs, successors and assigns for a term of twenty (20) years from the date these Covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change covenants and restrictions, in whole or in part, or to terminate the same.
27. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant. The definition and interpretation of the term "architecturally pleasing" shall be determined by the Board of Directors of the POA, or its agents, subject to the right of appeal by the lot owner in violation thereof by petitioning the POA membership for an affirmative vote of not less than seven (7) non-board members.
28. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a majority vote of the Board. This shall not apply, however, to: (a) actions brought by the Association to enforce the provisions of these Covenants (including, without limitation, the foreclosure of lien); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims or cross-claims brought by the Association in proceedings instituted against it. In no case can an action be taken against the Declarant using funds from the POA, (this is not to say the members of the community cannot collectively commence proceedings against the Declarant for any alleged wrong doing with money collected outside of that held by the POA). This



section shall not be amended unless such amendment is approved by the percentage votes and pursuant to the same procedures, necessary to institute proceedings as provided herein.

29. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any other provision herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owner has executed this Declaration on the day and the year first above written.


Alabama Land Sales, LLC

By: 

Stephen R. Neff

Title: Managing Partner

Sworn to and subscribed before me  
this 13<sup>th</sup> day of August, 2018.



NOTARY PUBLIC

My commission expires: 11/18/18

This instrument prepared by  
CHANEY L. CLARK, Attorney at Law  
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(205)221-9295

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