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Madison Cnty Judge of Probate, AL
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STATE OF ALABAMA)
 ;
MADISON COUNTY)

**RESTRICTIVE COVENANTS
FOR
MANCE GROVE**

KNOW ALL MEN BY THESE PRESENTS, that, WHEREAS, **SUCCESSUS, LLC**, an Alabama limited liability company (hereinafter referred to as the “**Declarant**”), and **CAMPBELL AND MANCE RESOURCES, LLC**, an Alabama limited liability company, are the owners of all of the lots and property known as **MANCE GROVE SUBDIVISION, PHASE 1**, a part of Section 7, Township 2 South, Range 2 East, Madison County, Alabama, according to the plat of said subdivision of record in the Office of the Judge of Probate of Madison County, Alabama, in Document No. 20160916000528860 (hereinafter referred to as “**Mance Grove**”); and,

WHEREAS, Declarant desires, before any of the lots in Mance Grove are sold or conveyed to other persons, to fix and establish Restrictive Covenants as to the use and enjoyment of all of the lots or parcels of land located in Mance Grove; and,

NOW, THEREFORE, the Declarant does by these presents file the following Restrictive Covenants which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarant and all parties and persons owning lots in Mance Grove.

1. **Association Membership and Voting Rights:**

Section 1. Membership. Every owner of a fee or undivided fee interest in any lot that is subject to these Restrictive Covenants shall be deemed to have a membership in the Mance Grove Homeowners Association, Inc. (hereinafter referred to as the “**Association**”). The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner’s membership. No owner, whether one or more persons, shall have more than one (1) membership per lot. In the event of multiple owners of a lot, votes and rights of use and enjoyment shall be as provided in these Restrictive Covenants and in the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any lot. The rights and privileges of membership, including the right to vote and to hold office, may be exercised by a member or the member’s spouse, but in no event shall more than one (1) vote be cast nor office held for each lot owned. The initial Board of Directors of the Association shall be appointed by the Declarant and shall remain until all lots in Mance Grove, all phases, are sold or until the Declarant deems appropriate to appoint new Board members, whichever first occurs.

Section 2. Board of Directors. The Board of Directors of the Association shall have the rights and duties set forth in the Certificate of Formation and the By-Laws. Declarant hereby retains and shall have the right to appoint or remove, with or without cause, any member or members of the Board of Directors and any officer or officers of the Association until all lots in Mance Grove, all

phases, are sold, or until such earlier date as Declarant elects, in Declarant's sole discretion, to relinquish such right. Each owner, by acceptance of a deed to or other conveyance of a lot, vests in Declarant such authority to appoint and remove members of the Board of Directors and officers of the Association as provided by this Section 2.

Section 3. Voting. Members shall be entitled to one (1) vote for each lot owned. When more than one person holds an ownership interest in any lot, the vote for such lot shall be exercised as those owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the lot's vote shall be suspended in the event more than one person seeks to exercise it.

THE ASSOCIATION SHALL HAVE NO AUTHORITY TO ENFORCE THE RESTRICTIVE COVENANTS AND RESTRICTIONS AGAINST THE DECLARANT UNTIL THE RIGHTS OF THE DECLARANT ARE TERMINATED UNDER THE PROVISIONS OF THE RESTRICTIVE COVENANTS. THE FIRST ANNUAL MEETING OF THE HOMEOWNERS ASSOCIATION SHALL BE CALLED BY THE DECLARANT AFTER ALL LOTS IN MANCE GROVE, ALL PHASES, ARE SOLD UNLESS THE DECLARANT, IN ITS SOLE DISCRETION, DEEMS OTHERWISE.

2. Assessments:

Section 1. Purpose of Assessment. The Assessments provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the owners and occupants of lots, including the maintenance of real and personal property, all as may be more specifically authorized from time to time by the Board of Directors.

Section 2. Creation of the Lien and Personal Obligation for Assessments. Each owner of any lot, other than the undersigned Declarant and Owner, its successors, heirs and assigns, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, or otherwise, agrees to pay to the Association: (a) Assessments or charges; (b) Special Assessments, such Assessments to be established and collected as hereinafter provided; and (c) Specific Assessments against any particular lot which are established pursuant to the terms of these Restrictive Covenants, including, but not limited to, reasonable fines as may be imposed in accordance with the terms of these Restrictive Covenants. All such Assessments, together with late charges, interest, not to exceed the maximum legal rate, costs, and reasonable attorney's fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the lot against which each Assessment is made. Each such Assessment, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, shall also be the personal obligation of the person who was the owner of such lot at the time the Assessment fell due.

Each owner shall be personally liable for his/her portion of each Assessment coming due while he/she is the owner of a lot, and his/her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the extent expressly assumed.

Assessments shall be levied equally on all lots and shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration, upon ten (10) days' written notice, of the annual Assessment for delinquents.

Section 3. Special Assessments. In addition to the other Assessments authorized herein, the Board of the Association may levy in any year Special Assessments for Common Expenses or any extraordinary costs incurred by the Association. The Board may make such Special Assessments payable in one lump sum or in installments over a period of time which may, in the Board's discretion, extend beyond the then fiscal year in which said Special Assessments are levied and assessed. Special Assessments shall be levied against and payable by each owner in accordance with the provisions provided herein.

Section 4. Lien for Assessments. All sums assessed against any lot pursuant to these Restrictive Covenants, together with late charges, interest, costs, and reasonable attorney's fees actually incurred, as provided herein, shall be secured by a lien on such lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such lot, except for (a) liens for ad valorem taxes; or (b) liens for all sums unpaid on a first mortgage or on any mortgage to Declarant duly recorded in the land records of the county where Mance Grove is located and all amounts advanced pursuant to such mortgage and secured thereby in accordance with the terms of such instrument.

All other persons acquiring liens or encumbrances on any lot after these Restrictive Covenants shall have been recorded in such records shall be deemed to consent that such liens or encumbrances shall be inferior to future liens for Assessments, as provided herein, whether or not prior consent is specifically set forth in the instruments creating such liens and encumbrances.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments or installments thereof which are not paid when due shall be delinquent. Any Assessment, or installment thereof, delinquent shall incur a late charge in an amount as the Board may from time to time determine. If the Assessment is not paid when due, a lien, as herein provided, shall attach and, in addition, the lien shall include the late charge, interest, not to exceed the maximum legal rate, on the principal amount due, and all late charges from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the Assessment remains unpaid, the Association may, as the Board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner, by acceptance of a deed or as a party to any other type of a conveyance, vests in the Association or its agents, the right and power to bring all actions against him/ her, personally, for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Section shall be in favor of the Association and shall be for the benefit of all other owners. The Association, acting on behalf of the owners, shall have the power to bid on the lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the same.

No owner, other than the undersigned Owner, its successors, heirs and assigns, may waive or otherwise exempt himself/herself from liability for the Assessments provided for herein, including, by way of illustration, but not limitation, abandonment of the lot. No diminution or abatement of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under these Restrictive Covenants or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay Assessments being a separate and independent covenant on the part of each owner.

ALL PAYMENTS SHALL BE APPLIED FIRST TO COSTS AND ATTORNEY'S FEES, THEN TO LATE CHARGES, THEN TO INTEREST AND THEN TO DELINQUENT ASSESSMENTS.

Section 6. Date of Commencement of Assessments. The Assessments provided for herein shall commence as to each lot on the day on which such lot is conveyed to a person other than Declarant and/or the undersigned Owner, its successors, heirs and assigns, and shall be due and payable in such manner and on such schedule as may be established from time to time by the Board of the Association. Assessments and any outstanding Special Assessments shall be adjusted for each lot according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such lot is conveyed. Notwithstanding anything provided herein to the contrary, Declarant and the undersigned Owner, its successors, heirs and assigns, are exempt from and shall not be responsible for the payment of regular, Special and Specific Assessments on any lot or other property which it owns in Mance Grove.

Section 7. Specific Assessments. The Board shall have the power to specifically assess pursuant to this Section as, in its discretion, it shall deem appropriate. Failure of the Board to exercise its authority under this Section shall not be grounds for any action against the Association or the Board of Directors and shall not constitute a waiver of the Board's right to exercise its authority under this Section in the future with respect to any expenses, including an expense for which the Board has not previously exercised its authority under this Section. Fines levied under Paragraph 7, Section 1 of these Restrictive Covenants and the costs of maintenance performed by the Association which the owner is responsible for under Paragraph 3, Section 2, of these Restrictive Covenants shall be specific Assessments. The Board may also specifically assess lots for the following Association expenses, except for expenses incurred for maintenance and repair of items which are the maintenance responsibility of the Association as provided herein:

(a) expenses of the Association which benefit less than all of the lots may be specifically assessed equitably among all of the lots which are benefited according to the benefit received.

(b) expenses of the Association which benefit all lots, but which do not provide an equal benefit to all lots, may be assessed equitably among all lots according to the benefit received.

Section 8. Budget Deficits During Declarant Control. For so long as the Declarant has the authority to appoint the directors and officers of the Association, Declarant may, but is not obligated to: (i) advance funds to the Association sufficient to satisfy the deficit, if any, between the actual operating expenses of the Association (but specifically not including an allocation for capital reserves), and the sum of the regular, Special and Specific Assessments collected by the Association in any fiscal year, and such advances shall be evidenced by promissory notes from the Association in favor of the Declarant; or (ii) cause the Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of Mance Grove.

3. Maintenance; Conveyance of Common Property to Association:

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and improvements situated on the Common Property. The Association shall maintain the entry features at the main entrance of Mance Grove and shall maintain and pay the expenses for water or electricity, if any, provided to all such entry features. The Association shall also maintain all medians located in Mance Grove. All property outside of lots located within Mance Grove which was originally maintained by Declarant, any park, playground, clubhouse, pool, and fencing constructed by the Declarant or the Association shall be maintained by the Association.

Additionally, the Association may maintain the lawns and shrubbery of individual homes on such basis as it deems appropriate and assess each owner for the cost of such maintenance, which costs shall be paid by owner as billed. It is anticipated that such maintenance will be done only when the Association deems necessary. In addition, the Association shall have the right, but not the obligation, to maintain other property not owned by the Association, whether within or without Mance Grove, where the Board has determined that such maintenance would benefit all owners.

In the event the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an owner, his/her family, guests, lessees, or invitees, then the Association may perform such maintenance, repair or replacement at owner's sole cost and expense, and all costs thereof shall be added to and become a part of the Assessment to which such owner is subject and shall become a lien against the lot. The foregoing maintenance shall be performed consistent with Mance Grove Subdivision-Wide Standard and shall conform to any applicable ordinances and regulations.

Section 2. Owner's Responsibility. Except as provided in Section 1 above, all maintenance of the lot and all structures, parking areas, landscaping, and other improvements thereon shall be the sole responsibility of the owner thereof, who shall maintain such lot in a manner consistent with Mance Grove Subdivision-Wide Standard and these Restrictive Covenants. In the event that the Board of Directors of the Association determines that any owner has failed or refused to discharge properly his/her obligations with regard to the maintenance, repair, or replacement of items for which he/she is responsible hereunder, the Association shall, except in an emergency situation, which shall be determined in the Association's sole discretion, give the owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement at

the owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The owner shall have ten (10) days after receipt of such notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a ten (10) day period, to commence such work which shall be completed within a reasonable time. The Association may provide any such maintenance, repair, or replacement at owner's sole cost and expense, and all costs shall be added to and become a part of the Assessment to which such owner is subject and shall become a lien against the lot.

Section 3. Conveyance of Common Property by Declarant To Association. The Declarant may transfer or convey to the Association any personal property and any improved or unimproved real property, leasehold, easement, or other property interest which is or may be subjected to the terms of these Restrictive Covenants. Such conveyance shall be accepted by the Association, and the property shall thereafter be Common Property to be maintained by the Association for the benefit of all or a part of its members. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section.

4. Use Restrictions:

Section 1. All lots shall be used for single-family residential purposes exclusively. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling except for common area property that may be used to develop recreational facilities.

Section 2. No building shall be erected, placed or altered on any lot until the construction plats, construction specifications, a plat showing the location of the structure on the lot and a landscape plan, showing the type, size and location of plants and trees, have been approved by the Architectural Control Committee. The landscape plan must include sod in the front yard of the lot. Approval will be to (i) insure the harmony of the external design with existing or planned structures, and (ii) to identify location with respect to topography and finish grade elevation.

Section 3. All residences shall contain a minimum of 1,200 square feet of centrally heated and cooled living space which space shall specifically exclude, without limitation, open porches, garages and unfinished storage areas. The roof pitch of all primary roof sections shall be a minimum of 5 on 12.

Section 4. No building shall be located on any lot nearer the front lot line or nearer to the side and rear lot lines than the minimum building setback lines required per the recorded plat. The setback lines are as noted on the plat, except on corner lots where the side setback line common to the street shall be a minimum of twenty (20) feet. For the purpose of this covenant, eaves, steps and overhang stoops shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In order to insure the privacy of each Owner, and to insure a development that is aesthetically pleasing, no dwelling shall be built where the front-most portion of the dwelling is further from the front lot line than fifty (50) feet unless approved in writing by the Architectural Control Committee. In the event

Declarant shall decide, in its sole discretion, that strict enforcement of the setback lines and distances contained herein, would work unnecessary hardship in any specific case, then Declarant shall have the right to waive the setback requirements contained herein by filing notice in writing of such waiver in the Office of the Judge of Probate of Madison County, Alabama.

Section 5. Easements for installation and maintenance of utilities and drainage facilities and planting screens and entry signs are reserved as shown on the recorded plat. Pedestrian easements and common areas, if shown on the recorded plat, and the care and maintenance of such are the responsibility of the Association.

Section 6. It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after commencement of construction. No property within Mance Grove shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the owners and occupants of surrounding property.

Section 7. No noxious or offensive activity shall be carried on within Mance Grove, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within Mance Grove. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Mance Grove. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any lot unless required by law.

Section 8. During the period of construction, it shall be the responsibility of the owner to insure that the builder, or any other contractor or subcontractor working on the premises, keeps the lot and job site in a clean and safe condition. All trash and construction debris shall be contained in a refuse container and such container shall be removed and emptied on a periodic basis when full or unsightly. All refuse containers must be located on the lot and cannot be located in the street. All portable toilet facilities must be placed on the lot no nearer to the street than the front-most corner of the house. No dirt, gravel or other construction material may be dumped or stored on the street or sidewalk. During construction, the owner must insure that a temporary gravel driveway is constructed from the street to the building area and that mud or other debris is kept off the street and sidewalks. The owner shall be subject to a fine as determined by the Architectural Control Committee for failure to comply with this Section.

Section 9. No structure of a temporary character including, without limitation, a mobile home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. No permanent outbuilding of any kind may be constructed or placed on the lot. Detached garages and outbuildings will not be approved by the

Architectural Control Committee. Pool houses may be acceptable; however, they are subject to written approval of the Architectural Control Committee.

Section 10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than nine (9) square feet advertising the property for sale or rent or a sign used by a builder to advertise the property during the construction sales period. Entry signs placed by the Developer are excluded from this restriction. Only two (2) signs may be placed on a lot during the construction period. All other signs must be approved by the Architectural Control Committee.

Section 11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for the use in boring for oil, or any other substance, shall be erected, maintained or permitted upon any lot

Section 12. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not generate offensive noise or odor

Section 13. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Section 14. Concrete sidewalks are required and are to be four (4) feet wide and be parallel to curb and nearest point located two (2) feet from back of curb and are the responsibility of the builder and/or owner. Construction of sidewalks shall be completed no later than one (1) year after the closing date of the lot purchase. Sidewalks are required only on fill-side lots. The Madison County Inspection Department shall have final jurisdiction over which lots require sidewalks.

Section 15. No basketball goals, swimming pool slides, or other related swimming pool equipment, or other sports related equipment, including swing sets, may be placed on the front of a lot without the prior written consent of the Architectural Control Committee.

Section 16. No garage shall be built that shall accommodate less than two (2) cars, i.e. no single car garages are allowed. All driveways leading to garages shall be of concrete material.

Section 17. The Architectural Control Committee will issue guidelines detailing acceptable fence styles, but in no event will a woven wire, hog wire or barbed wire fence be approved. Prior to starting construction of any fence, a plan showing where the fence is to be located and a cross section of the fence must be submitted for approval to the Architectural Control Committee. The design and location must be approved by the Architectural Control Committee.

Section 18. Except as may be permitted by the Architectural Control Committee, the exterior material of all improvements should be predominately brick or stone. The Architectural Control Committee will consider improvements with other exterior materials, but under no circumstances may such improvements be constructed of natural, untreated wood. All such wood or siding materials must be painted or stained. No owner shall change the roof type, color of shingles, brick type, color of brick, or paint without prior written consent of the Architectural Control Committee.

Section 19. All mailboxes erected on any lot or street right-of-way, must conform to one standard design. A design will be provided as approved by the Architectural Control Committee and such design will be made available to the owner upon approval of building plans by the Architectural Control Committee.

Section 20. The authority of the Architectural Control Committee shall include the approval of construction plans, plot plans showing the location of the dwelling, and any and all other structures to be located on said lot, landscape plans, exterior paint colors, exterior materials and color, roof type and color of shingles. The builder and subsequent owner of a residence shall not change or deviate from those selections approved by the Architectural Control Committee unless such deviation or change is approved in writing by the Architectural Control Committee.

5. **Architectural Standards:** The Architectural Control Committee is composed of Aaron Mance, Regina Neece, and others that may be named later. This Committee is subject to change periodically and without notice. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this Covenant.

No exterior construction, alteration, addition or erection of any nature whatsoever shall be commenced or placed upon any part of Mance Grove, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials and location shall have been submitted in writing to and approved by the Architectural Control Committee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under the Section, an owner, on behalf of himself/herself and his/her successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any change, modification, addition or alteration. In the discretion of the Architectural Control Committee, an owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such owner on behalf of himself/herself and his/her successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee, or its representatives, shall have the right, during

reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available, the Architectural Control Committee may record in the appropriate land records office a notice of violation naming the violating owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee or the members thereof assume liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Architectural Control Committee, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that he/she will not bring any action or suit against Declarant, the Architectural Control Committee, employees, and agents of any of them to recover any such damages and hereby releases, remise, quit-claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provide that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

6. **General Provisions:**

Section 1. Each owner and occupant shall comply strictly with the By-Laws, the rules and regulations, the use restrictions, as they may be lawfully amended or modified from time to time, and with the Restrictive Covenants, conditions, and restrictions set forth in these Restrictive Covenants and in the deed to his/her lot, if any. The Board of Directors may impose fines or other sanctions, which shall be collected to comply with these Restrictive Covenants the By-Laws or the rules and regulations shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board of Directors, on behalf of the Association, or, in a proper case, by an aggrieved owner. Failure by the Association or any owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board shall have the right to record in the appropriate land records a notice of violation of these Restrictive Covenants, By-Laws, rules and regulations, use restrictions, or design guidelines and to assess the cost of recording and removing such notice against the owner who is responsible (or whose occupants are responsible) for violating the foregoing. The amount of the fine will be set by the Board of Directors of the Association and may be adjusted from time to time as determined by the Board.

Section 2. Amendment. These Restrictive Covenants may be amended unilaterally at any time and from time to time by Declarant if:

(a) such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination that shall be in conflict therewith;

(b) such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the lots subject to these Restrictive Covenants;

(c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage loans on the lots subject to these Restrictive Covenants; or

(d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the lots subject to these Restrictive Covenants; provided, however, any such amendment shall not adversely affect the title to any owner's lot unless any such lot owner shall consent thereto in writing.

Further, so long as Declarant owns any lots or property in Mance Grove, or any other phase of Mance Grove, Declarant may unilaterally amend these Restrictive Covenants for any purpose without obtaining the approval of any owner; provided, however, any such amendment shall not adversely affect title to the property of any owner without the consent of the affected owner. Any amendments which may affect the value of an owner's property shall not be deemed to affect title to the property and any such amendment shall not require owner's consent.

In addition to the above, these Restrictive Covenants may be amended on the affirmative vote or written consent, or any combination thereof, of at least one-half (1/2) of the total Association vote and the consent of Declarant (as long as Declarant owns any lots or property in Mance Grove). Amendments to these Restrictive Covenants shall become effective upon recording, unless a later effective date is specified therein. No provision of these Restrictive Covenants that reserve or grant special rights to the Declarant shall be amended without the Declarant's prior written approval so long as the Declarant owns any lots or property in Mance Grove, or subject to annexation to Mance Grove. Each owner, by acceptance of a deed or other conveyance to a lot, agrees to be bound by all amendments permitted by this Section.

Section 3. These Restrictive Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then recorded owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Section 4. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.

Section 5. Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on this the 22nd day of September, 2016.

SUCCESSUS, LLC, an Alabama limited liability company

By: [Signature]
Aaron Mance, Its: Member

CAMPBELL AND MANCE RESOURCES, LLC, an Alabama limited liability company

By: [Signature]
Aaron Mance, Its: Member

STATE OF ALABAMA)
 :
MADISON COUNTY)

Before me, a Notary Public in said County and for said State, did personally appear **Aaron Mance**, whose name is signed to the above instrument as **Member of Successus, LLC, an Alabama limited liability company**, and **Campbell and Mance Resources, LLC, an Alabama limited liability company**, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such **Member** and with full authority, executed the same voluntarily for and as the act of said **Companies**, acting in his capacity as aforesaid, on the day same bears date.

Given under my hand and seal on this the 22nd day of September, 2016.



[Signature]
Notary Public
My Commission Expires: 7/8/18

THIS INSTRUMENT WAS PREPARED BY: ROBERT E. RAWLINSON, HARRISON, GAMMONS & RAWLINSON, P.C., 2430 L & N DRIVE, HUNTSVILLE, ALABAMA 35801, (256) 533-7711/ang