

Deed Bk 2024 Pg 2246  
(PAGE 2246 of 2266)  
E-RECORDED 1/25/2024 2:59:37 PM  
Frank Barger, PROBATE JUDGE  
Madison County, Alabama  
Term/Cashier: 036-5GR1JVU-21/labor  
Tran: 717487 Additional Page \$52.50  
Filing \$1.00  
Imaging \$10.00  
Mental Health Fee \$12.00  
Microfilm \$0.25  
Total: \$75.75

**SECOND AMENDMENT OF ARTICLES V & VI TO THE  
DECLARATION OF PROTECTIVE COVENANTS  
FOR  
CLIFT'S COVE  
SUBDIVISION**

**Prepared by:  
CLIFTS COVE HOMEOWNER'S ASSOCIATION, INC.  
James Cambron, ARC Chairman, Editor  
MADISON, AL**

This **Second Amendment of Articles V & VI to the Declaration of Protective Covenants for Clift's Cove Subdivision** (hereinafter "the Amendment") is made this the 2nd day of January 2024~~2023~~, by the Clift's Cove Homeowners Association, Inc.

**RECITALS:**

A. Pursuant to the Declaration of Protective Covenants for Clift's Cove Subdivision as recorded in the Probate Office of Madison County, Alabama, in Book 925 at Page 980 on July 30, 1998, as further amended in that certain instrument titled Declaration of Protective Covenants for Clift's Cove Subdivision as recorded in the Probate Office of Madison County, Alabama in instrument number 20101202000696490 on December 2, 2010, Enfinger Steele Development, Inc. (hereinafter "Declarant") imposed certain restrictions on the plat and lots contained in that development known as "Clift's Cove." Terms capitalized herein, but not defined herein, shall have the meaning ascribed to them in the Declaration.

B. Article XII at Section 4 of the Declaration of Protective Covenants for Clift's Cove Subdivision provides in part that the Declaration may be amended by "affirmative vote or written consent, or any combination thereof, of at least a two-thirds (2/3) vote of the total Association vote entitled to vote thereon or three-fourths (3/4) of the Board. . ." Upon such affirmative vote, the written instrument evidencing the same shall be filed for recording among the Land Records of Madison County, Alabama and, once recorded, shall become effective.

C. At least three-fourths (3/4) of the Board desires 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,** Clift's Cove Homeowners Association, Inc., by and through at least three-fourths (3/4) of its Board, hereby amends the Declaration as follows:

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

2. Articles V and VI of the Declaration of Protective Covenants for Clift's Cove Subdivision are hereby Amended by deleting the prior versions of Articles V and VI in thier entirety and replacing the same with the following.

**ARTICLE V - Maintenance**

**1. Association's Maintenance 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. In addition, if the following property exists in

the Community, the Association may, as determined by the Cliff's Cove Homeowner's Association Board (CCHOA) (herein referred as the Board), maintain part or all of such property, regardless of whether it is Common Property: Community hiking and biking trails; Community dock areas; grass and other landscaping along dedicated rights-of-way; sedimentation ponds; Community entrance features; and lakes and dams. The Association shall have the right and a perpetual easement is hereby granted to the Association, to enter upon all portions of the subdivision in order to effectuate the Association's maintenance responsibilities.

The Association shall also have the right, but not the obligation, to maintain and provide services for other property not owned by the Association, whether located within or without the boundaries of the Community, and to enter into leases, easements and covenants and to share costs agreements regarding such property (and any other property) where the Board has determined that this would benefit Owners.

The foregoing maintenance costs shall be assessed as a part of the General Assessment or specific assessments, as determined by the Board in accordance with this Declaration. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

## **2. Maintenance Responsibility.**

- a. Resident's Maintenance Responsibility.** Each Owner shall maintain or cause to be maintained in a safe, clean, and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: Prompt removal of all litter, trash, refuse, and waste; lawn mowing on a regular basis. Lake Lot Owners shall, in addition, maintain as described above, the property located between the lake elevation and the property line of such Owners.
- b. Vacant Lot Maintenance Responsibility.** Owners of vacant or unimproved lots shall also maintain or cause to be maintained in a safe, clean, and attractive condition all property subject to this Declaration which is owned directly or indirectly by such Owner in a manner consistent with the Community-Wide Standard and this Declaration. Such maintenance obligation shall include, without limitation, the following: Prompt removal of all litter, trash, refuse, and waste; and complying with all governmental health and police requirements. Lake Lot Owners shall, in addition, maintain as described above the property located between the lake elevation and the property line of such Owners.

**3. Association Maintenance at the Owner's Expense.** In the event that the Board determines that (a) any Owner or designee of the Owner, has failed or refused to discharge properly his obligations with regard to the maintenance, repair or replacement of items for which he is responsible hereunder; or (b) 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 or her family, guests, lessees, invitees, or designee then, the Association may perform the repair, replacement, or maintenance and shall, except in the event of any emergency situation, give the Owner or designee written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owner's or the Owner's designee's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repairs, or replacement deemed necessary. The Owner or his designee shall have ten days 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 day period, to commence such work which shall be completed within a reasonable time, or in the event that such work cannot be completed within a ten day period, the Owner must receive approval of a reasonable time for completion from the Board or their designee. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owner's sole cost and expense, and all costs shall be treated as a specific assessment against the Owner and the property owned by the Owner, including fines as described in Section 36 herein below.

**4. Party Fences.** The cost of reasonable repair and maintenance of any party fence (including any brick or stone "wall") which serves and separates two adjoining lots shall be shared by the Owners who make use of the fence in equal proportions.

In the event of any dispute arising concerning a party fence, or under the provisions of this Section, each party shall appoint one (1) arbitrator. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore by the Board, the Board shall appoint an arbitrator for the refusing party. The arbitrators thus appointed shall appoint one (1) additional arbitrator and the decision by a majority of all three (3) arbitrators shall be binding upon the parties and shall be a condition precedent to any right of legal action that either party may have against the other.

## **ARTICLE VI - Use Restrictions and Rules**

**1. General.** This Article, beginning at Section 2, sets out certain use restrictions which must be complied with by all Owners and Occupants. These use restrictions may only be amended in the manner provided in Article XII, Section 4, hereof regarding amendment of this Declaration. In addition, the Clift's Cove Homeowner's Association Board (CCHOA) (herein referred as "the Board"), by a two-thirds (2/3) vote, may, from time to time, without the consent of the Members, promulgate, modify, or delete other use restrictions and rules and regulations applicable to the Community. The CCHOA Board may restrict certain portions of the recreational facilities administered by the Association to adults only. Such use restrictions and rules shall be distributed to all Owners and Occupants prior to the date that they are to become effective and shall thereafter be binding upon all Owners and Occupants until and unless overruled, canceled, or modified in a regular or special meeting by a Majority of the total Association vote entitled to vote thereon.

**2. Residential Use.** All Residences shall be used for single-family residential purposes exclusively. No business, trade, garage sale, moving sale, or similar business activity shall be carried out in or upon any Residence at any time except with the written approval of the Board. Leasing of a Residence shall not be considered a business or business activity. An Owner or occupant of a Residence may conduct business activities within the Residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Residence; (b) the business activity conforms to all zoning requirements for the subdivision; (c) the business activity does not involve regular visitation (more than one on a daily basis) of the Residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents of the subdivision; and (d) the business activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threatens the security or safety of other residents of the subdivision, as may be determined in the sole discretion of the Board. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which

involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; whether such activity is intended to or does generate a profit; or whether a license is required. The Board, by a majority vote, shall have sole discretion in making the determination of whether or not a "business" or "trade" is being conducted.

If at any time the Board notifies a resident that an activity constitutes a business venture which the Board, in its sole discretion, is in violation of this Section, the Owner shall immediately cease and desist such activity, after notice and opportunity for hearing is provided to Owner as provided for as described in Section 37 herein below.

**3. Signs.** All signage is prohibited within the Community without the prior written consent of the CCHOA Board with the following exceptions: Birthday celebration and Event congratulatory signage may be placed in the homeowner's front yards for no more than seven days without ARC approval. Notwithstanding the foregoing, the Board shall have the right to erect reasonable and appropriate signs.

- a. **For Sale, For Rent, and Open House Signs.** "For Sale" and "For Rent" signs consistent with the Community-Wide Standard may be erected upon the Residence property. Directional signage of "For Sale" and "For Rent" on key corners within the community are restricted to weekends only. The provisions of this Section shall not apply to any Person holding a Mortgage who becomes the Owner of any Residence as purchaser at a judicial or foreclosure sale conducted with respect to a first Mortgage or as transferee pursuant to any proceeding in lieu thereof.
- b. **Home Construction and Building Permit Signs.** During home construction or any reconstruction requiring a Building Permit from the City of Madison, the Contractor may place one sign visible from the street for the purpose of identification of the project. Such signage must be removed within two days of completion of the work.
- c. **Common Property Signage.** No sign of any kind shall be erected on common property in front of the Clift House without prior consent of the ARC. This provision shall apply to that area within the boundary of the circular driveway that intersects in two locations with Veranda Drive. This includes "For Sale" and "For Rent" directional signage as stipulated in the first paragraph, restricted to weekends only.
- d. **Signage Penalties.** See Section 36 for signage non-compliance penalties.

**4. Vehicles and Parking.** The term "*vehicles*," as used herein, shall include, but is not limited to *commonly state-licensed* automobiles, trucks, buses, vans, sport utility vehicles, motorcycles, motor scooters, mini-bikes, recreational motor homes, campers, various flat-bed and fully enclosed trailers, boat trailers, and jet-ski trailers (with or without the boat or jet skis). The term "*recreational vehicles*" as used herein, shall include, but is not limited to those items that are *not commonly licensed by the state*, such as some motor scooters, some mini-bikes, go-carts, etc.

Occupants of a Residence shall limit their number of **vehicles** to the number of garage and driveway parking spaces serving their residence, since all vehicles must be routinely parked within such parking spaces and not on the street, common area parking lots, or on any grass within the community including the grass at the resident's own property.

Recreational Class A and Class C motor homes, 5<sup>th</sup> Wheel Camping Trailers, Pull-behind Enclosed/Camping Trailers, Boat trailers, and Jet-Ski Trailers may be parked in the homeowner's front, side, or rear driveways for up to seven continuous days, twice a year for semi-annual maintenance. Otherwise, these vehicles are limited to parking periods of less than 48 hours at a time. Exceptions to this parking and frequency restriction must be requested by the homeowner from the CCHOA Board.

No *vehicle* may be left upon any street in the community, or in a common area parking area, other than infrequent visitors, unless the residence parking spaces are fully occupied and then, parking is limited to less than 24 hours at a time, once a week. Exceptions to this parking and frequency restriction need to be requested by the homeowner from the CCHOA Board.

No unlicensed or inoperable vehicle incapable of being operated on public highways may be parked in any portion of the Community, except in a garage or other area designated by the CCHOA Board.

Any vehicle or recreational vehicle parked in violation of this provision may be towed away at the direction of the Board by majority vote. Such towing shall be at the sole expense of the owner of such vehicle or recreational vehicle if the violation of the foregoing parking provisions remains for a period of time for more than twenty-four hours and if the owner of such vehicle or recreational vehicle receives notice of the towing of the same before the towing occurs. Notice shall be deemed delivered if sent via text message or electronic mail.

No licensed vehicle as defined above may be stored in any residential backyard grass surface, or on any backyard driveway for more than 24 hours without prior approval from the CCHOA Board.

No motorized vehicles shall be permitted on sidewalks, pathways, or unpaved Common Property except for motorized wheelchairs, mobility carts required due to medical disability, public safety vehicles, and vehicles authorized by the Board. Accordingly, the operation of motorized vehicles in the neighborhood is restricted to those licensed by the State and restricted to public streets. This precludes the operation of motorized motorcycles, motor-scooters, mini-bikes, go-carts, and motorized skateboards on neighborhood sidewalks and pathways.

Violators of this provision shall have a period of 24 hours from receipt of the notice of violation to remove non-complying vehicle restriction. Any Owner who has received more than three notices of the same non-compliance violation shall be subjected to the "repeat offender" provisions as contained in Section 36 herein below.

**5. Leasing.** Residences may be leased for residential purposes. All leases shall have a minimum term of six months. A copy of the lease shall be provided to Hughes-Properties and clearly stipulate in accordance with Paragraph 2 that residences shall be used for single-family residential purposes exclusively. No business, trade, individual garage sale, moving sale, or similar business activity shall be carried out in or upon any Residence at any time except with the written approval of the CCHOA Board. Leasing of a Residence shall not be considered a business or business activity. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Declaration, By-Laws, Use Restrictions, and Rules and Regulations of the Association. The lease shall also obligate the tenant to comply with the foregoing and shall provide that in the event of noncompliance, the Board, in addition to any other remedies available to it, may evict the tenant on behalf of the Owner and specifically assess all costs associated there with against the Owner and the Owner's property.

**6. Occupants Bound.** All provisions of the Declaration, By-Laws, and of any rules and regulations, Use Restrictions or design guidelines promulgated pursuant thereto which govern the conduct of Owners, and which provide for sanctions against Owners shall also apply to all Occupants even though Occupants are not specifically mentioned. Fines may be levied against Owners or Occupants. If a fine is first levied against an Occupant and is not paid timely, the fine may then be additionally levied against the Owner.

**7. Animals and Pets.** No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Residence, with the exception of dogs, cats, or other usual and common household pets in reasonable number, as determined by the Board in its sole discretion provided, however, those pets in the sole discretion of the Board endanger health, or make objectionable noise, or constitute a nuisance or inconvenience to the Association members or Occupants or the owner of any property located adjacent to the Community may be removed by the Board upon receipt of appropriate Court Order. No pets are permitted to roam free beyond the resident's property. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Residence be on a leash or otherwise confined in a manner acceptable to the Board. Without prejudice to the Board's right to remove any such household pets, no household pet that has caused damage or injury may be walked in the Community. Animal Control authorities shall be permitted to enter the Community to patrol and remove pets. Pets shall be registered, licensed, and inoculated as required by law. All types of pets outside buildings and/or kennels must be approved by the ARC and will not be positioned in public view.

**8. Nuisance.** It shall be the responsibility of each Owner and Occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on their property (which nuisances shall also include loud noises). No property within the Community shall be used, in whole or in part, for the storage of any property or thing that will cause such Residence 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 occupants of surrounding property. No noxious or offensive activity shall be carried on within the Community, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property within the Community. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Community. The Board shall have sole discretion in making the determination of whether any condition, circumstance or activity shall constitute a "nuisance" within the meaning of this provision.

**9. Unsightly or Unkempt Conditions.** The pursuit of hobbies or other activities, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the Community. No automobile maintenance or repairs may be made on the Community streets and only minor repairs of short duration (less than 24 continuous hours) may be made in resident driveways.

**10. Architectural Standards.** No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the Community, except such as is installed by the Board, 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,

including landscaping plans, unless and until plans and specifications showing at least the nature, kind, shape, color, size, height, materials, and location of all proposed structures shall have been submitted in writing to and approved in writing by an Architectural Review Committee (ARC) established by the Board. The following items, without limitation, will be submitted to the ARC for new home construction: house plans, site plans, landscaping plans, and exterior color.

*The Board may employ for the ARC architects, engineers, or other persons necessary to enable the Committee to perform its review. The ARC may, from time to time, delegate any of its rights or responsibilities hereunder to one or more duly licensed architects or other qualified persons, which shall have full authority to act on behalf of the committee for all matters delegated and in the event of such delegation, the applicant shall be required to pay any fees charged by such architects or other qualified persons.*

The ARC shall make every effort to approve or to disapprove submitted plans and specifications within thirty days after the plans and specifications have been submitted to it. Failure to approve or disapprove plans and specifications within thirty days from receipt of the proposed construction shall not be construed as a waiver or automatic approval by the ARC. Construction shall not commence unless and until a ruling has been made by the ARC. As a condition of approval under this Section, an Owner, on behalf of himself and his 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 ARC, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of himself and his successors-in-interest. The ARC 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 Board 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 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 to the Association, in the event of noncompliance with this Section, the Board may, as provided in Article XII, Section 1, hereof, record in the appropriate land records 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 ARC, the members thereof, nor the Association assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the ARC, the Board, nor the officers, directors, members, 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 will not bring any action or suit against Declarant, the Association, the ARC, the Board, or the officers, directors, members, employees, and agents of any of them to recover any such damages and hereby releases, remises, 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 provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.



Approval of proposals plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar proposals, plans and specifications, drawings, or other matters subsequently or additionally submitted for approval.

Any structure or improvement placed or made in violation of this Section shall be deemed to be nonconforming. Upon written request from the ARC, Owners shall, at their own cost and expense, remove such structure or improvement and restore the property to substantially the same condition as existed prior to the nonconforming work. Should an Owner fail to remove and restore as required, any authorized agent of the ARC or the Board shall have the right to enter the property, remove the violation, and restore the property to substantially the same condition as previously existed upon receipt of an appropriate Court order. All costs, together with the interest at the maximum rate then allowed by law, may be assessed the Residence, and collected as a Specific Assessment. In addition, the ARC, or the Association by and through its Board, shall have the right to exercise any means of enforcement as set forth in Article IV, Section 32, and as described in Article XII, Section 1, of this Declaration.

Unless otherwise specified in writing by the committee granting approval, all approvals granted hereunder shall be deemed conditioned upon completion of all elements of the approved work and all work previously approved with respect to the same Residence, unless approval to modify any application has been obtained. In the event that any Owner fails to commence and diligently pursue to completion all approved work, the Association shall be authorized upon receipt of an appropriate Court order, after notice to the Owner and an opportunity to be heard in accordance with the By-laws, to enter upon the property and remove or complete any incomplete work and to assess all costs incurred against the Residence and the Owner thereof as a Specific Assessment.

Neither the ARC nor any Member of the Association, or their officers or directors shall be held liable to any person for exercising the rights granted by this Section. Any contractor, subcontractor, agent, employee, or other invitee of the Owner who fails to comply with the terms and provisions of this Section or the design guidelines may be excluded by the ARC from the properties, subject to the notice and hearing procedures contained in the By-laws.

In addition to the foregoing, the Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this Section and the decision of the ARC. Should an injunction or other equitable action be filed by the Association, the Owner shall be responsible for any and all costs of such legal proceeding, including a reasonable attorney's fee incurred for services rendered on behalf of the Association.

**11. Antennas.** No exterior antennas or free-standing antennas other than residential digital satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the Community, including any Residence without the prior written consent of the Board or its designee except for residential digital satellite dishes. The Board or its designee may approve the installation of radio antennas which do not protrude above the roof line of the Residence at its highest point and are not visible from the street in front of the Residence. Each Owner and Occupant acknowledges that this provision benefits all Owners and Occupants, and each Owner and Occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

**12. Drainage.** Catch basins and drainage areas are for the purpose of the natural flow of water only. No obstructions by fences, structures, or debris shall be placed in these areas. No Owner or Occupant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the ARC. The Association hereby reserves a perpetual easement across all Community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

**13. Sight Distance at Intersections and Streets.** All property located at street intersections shall be landscaped and maintained so as to permit safe sight across the street corners and along the street. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where this would create a traffic or sight problem at an intersection or on any community street.

**14. Clotheslines, Garbage Carts, Woodpiles, Portable Utility Structures, Etc.** All Clotheslines, Garbage Carts, Woodpiles, Swimming Pool Pumps, Filters and Related Equipment, Heating, Ventilation, and Air Conditioning (HVAC) systems (see Section 31) and other similar items shall be located or screened so as to be concealed from view of community streets and property. Specific Garbage Cart placement consideration is available on a case-by-case basis, depending on the house, street, and property. All Garbage Carts shall be returned from the street to their permanent placement site within 24 hours of Garbage collection which varies between Friday and Saturday depending on the Holiday cycle. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the Community, except when performed during the normal construction of a residence and in accordance with applicable law. Portable utility structures (i.e., sheds, buildings, bins, etc.) are allowed, but must be concealed from the view of the street in front of the residence from one front corner of the property to the other front corner of the property, unless a specific more visible location is approved by the CCHOA Board.

**15. Subdivision of Residence.** No Residence shall be subdivided or its boundary lines changed except with the prior written approval of the Board or designee. Any such division, boundary line change, or replating shall not be in violation of the applicable subdivision and zoning regulations.

**16. Guns.** The routine/non-emergency discharge of firearms in the Community is prohibited. The term "firearms" includes all types of rifle and pistol high-powered firearms.

**17. Fences.** No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any residence, without the prior written consent of the Board or its designee. Fences will be compatible with the home design and have architectural interest. No fence will be higher than six feet from the final ground level to the top of the fence except by special permission of the ARC. The exterior side of the fence must be finished; specifically, the structural bracing or supportive characteristics must be covered (if the fence is one-sided, then the fence structural bracing or supportive structure must face inward). Fences require brick or stone masonry corner posts. Chain link fences are prohibited within the subdivision. Fences regardless of construction will not be permitted any closer to the front lot line than the mid-point of the side of the dwelling except as a "special consideration" approved by the CCHOA Board.

- a. **Wooden Fences.** Board-on-Board wooden fences are allowed, Flat wood/slab sided fencing that does not have architectural interest and visual relief will not be approved. No rough-sawn board of any kind will be used in the fence. All wood will be stained a neutral earth-tone color as approved by the ARC and maintained in a satisfactory manner, which means wood fencing must be re-stained periodically to eliminate its natural fading to gray.
- b. **Metal Fences.** Wrought iron and aluminum metal fences may be erected at a maximum of six feet from the final ground level to the top of the fence except by special permission of the ARC. Metal fences must be powder-coated black, brown, or a dark earth-town color as approved by the ARC and maintained in a satisfactory manner.
- c. **Vinyl Fences.** One specific vinyl fence is permitted on all Clift's Cove properties, including Lake Lot property, consisting of a white picket-style fence with top and bottom rails and interim posts. The height of this fence is restricted to 48". Brick or stone corner columns are required. The ARC maintains a file of examples of this vinyl fence for reference. Slab-sided vinyl fences common around Huntsville are prohibited in Clift's Cove.
- d. **Lake Lot Fences.** Except for approved privacy fences erected around pools and patios, there shall be no solid fences erected in the back yards of residences of Lake Lot Owners. Additionally, no other structure will be permitted closer than forty (40) feet to the back lot line of Lake Lot Owners. The intent of this regulation as related to Lake Lot Owners is to present an aesthetically pleasing, "non-walled off" appearance from, to, and in the vicinity of Lakes. With approval of the Board, a four (4) feet high wrought iron (open) fence may be erected.

**18. Lakes.** This Section, along with Article XI, of this Declaration, and Rules, Use Restrictions and Design Guidelines issued by the Board, or its designee shall govern the use the of lakes that exist in the Community and activities related thereto. Fishing from the waterline shall only be permitted in Jack's Lake. Swimming, ice skating and water skiing shall not be permitted, except as specifically approved by the Board. Unless approved by the Board or its designee, no Owner may construct a dock. Retaining walls and similar structures shall not be installed without the prior written approval of the Board or its designee. Boats of any type or size whatsoever shall not be permitted on the lakes.

**19. Utility Lines.** No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction and lines installed by or at the request of Declarant.

**20. Window Air-Conditioning Units.** Except as may be permitted by the Board or its designee, no window air conditioning/heating units may be installed in any community residence.

**21. Exterior Lighting.** Except for approved lighting as originally installed on a Residence, exterior lighting shall not be permitted, except for (a) two (2) drive entrance decorative post lights; (b) an additional streetlight that conforms with established city street lighting program for the Community requiring approval of the type, intensity, and specific location by the ARC; or (c) seasonal decorative lights displayed only during holidays. Additional Landscape lighting and front house illumination may be permitted with the approval of the ARC.

**22. Artificial Plants and Exterior Sculptures.** No exterior artificial plants will be displayed in the community. Exterior sculpture, fountains, flags, and similar items in public view must be approved by the Board or its designee.

**23. Energy Conservation Equipment.** No solar energy collector panels, attendant hardware or other energy conservation equipment shall be constructed or installed in residential yards including solar equipment for the purpose of heating water. The CCHOA prohibits solar panels, but the Board has made an exception provided the following four requirements are met:

- #1. The panels are not visible from the street in front of the property.
- #2. The panels are constructed of a non-reflective material.
- #3. The panels match the color of the roof shingles.
- #4. The panel location is approved by the community residences within sight of their location (sightline).

It takes Board approval to grant the exception to the Covenants to allow solar panel installation provided all four requirements are met.

**24. Above-Ground Swimming Pools.** Except as may be permitted by the Board or its designee, above ground swimming pools shall not be erected in the Community.

**25. Driveways.** Except as may be permitted by the Board or its designee, driveways shall be constructed with concrete, brick, cobblestone, or other Board-approved material. Driveways may be stained or painted an earth-tone color, with the approval of the ARC.

**26. Window Coverings.** All exterior street-facing window coverings are restricted to white, off-white, or neutral, unless otherwise prior approved by the Board or its designee. Aluminum foil placed on windows, mirrored or reflective glass is not allowed.

**27. Chimneys.** All exterior wall chimneys must have either brick or stone on the exposed sides of the chimney. Interior chimneys may have either a siding or stucco product on the exposed sides of the chimney. Chimneys covered with vinyl can match the color of the house vinyl or can be painted to match the color of the dwelling's roof.

**28. Lake and Park Lot Restrictions.** Notwithstanding any other subdivision restrictions, all dwellings and permitted accessory building constructed on lots that abut either the Community's lake or a designated park area shall have an exterior of at least 80% brick and/or stone construction, including gable ends. The provision may be specifically exempted by the ARC but will only be considered because of unusual architectural constraints.

**29. Landscaping.** The purpose of this restriction is to promote landscape development of single-family residential lots that will preserve and appreciate the value of the development by promoting a high quality, cohesive level of landscaping. These requirements may be altered or amended at the discretion of the ARC.

**a. Guideline for Landscaping Planning:** Existing vegetation and trees should be preserved whenever possible to provide screening and lend an established feeling to the Community.

- 1) No tree shall be removed without the express consent of the Board of its designee, except:
  - Diseased or dead trees.

- Trees that need to be removed for safety concerns to your property or your adjoining neighbor's property.
  - Trees within five feet of a dwelling.
  - Trees interfering with your or your adjoining neighbor's underground plumbing.
  - Trees less than six inches in diameter.
- 2) Shrubs should be well distributed, but not necessarily evenly spaced. Shrubs may be used for screening and to minimize the visual impact of driveways and parking areas.
  - 3) Earth berms may be used to create a sense of enclosure and to screen driveways, especially if planted with shrubbery.
  - 4) Unified mulched planting beds will be edged in materials such as brick, steel, or wood, except mulched planting beds that also contain children's playground equipment may be edged with a plastic edging material (for safety reasons) with the prior written approval from the ARC.
  - 5) Exterior building material colors should be considered when selecting flowering trees and shrubs, so colors don't compete or negate each other.

**General Landscape Requirements:**

- 1) A landscape plan shall be included as part of the lot development package submittal. This plan will include the entire lot and indicate the following:
  - (a) General information, including date, north arrow, and scale of one inch to no more than fifty feet; all property lines, locations of all easements and rights-of-way; name and telephone numbers of builder and owner.
  - (b) Construction information, including the locations of buildings, driveways, walks, walls, fences, and terraces.
  - (c) Locations, caliper, species (common name), and intended treatment (move, remove, or save) of existing trees six (6) inches or greater at breast height.
  - (d) A schedule of all new and existing required plants proposed for landscaping, including size (caliper and height, container size, etc.) common names (genus, species, and variety) of trees, shrubs, and ground cover, and type and amount of turf grasses.
- 2) The front yard of each lot should be planted with approximately three (3) large trees (see suggested large trees paragraph below) and approximately three small trees (see suggested small trees paragraph below), to include no more than one evergreen. The number and size of the trees depends on the size of the front yard. You can use flexibility with small front yards that may not hold three large trees, your professional landscaper can assist in making this selection. Shrubby in the front yard should be approximately twelve three-gallon sized shrubs, and at least half of which shall be species evergreen in this climate. Shrubs shall be planted in a bed of mulch or ground cover other than turf grass. The flexibility given to the quantity for tree selection also applies to quantity shrubby selection.
- 3) The rear yard should be planted with approximately two large trees (4.i, ii, iii), and two small trees (4.iv, v).

- 4) All proposed trees shall conform to be the minimum size standard listed below, based on American Standards for Nursery Stock, ANSI Z60.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as follows:
  - (a) **Suggested Large Trees:**
    - Type 1, Shade trees, 2.5" caliper, 12' height range: various species of Oaks, Maples, Poplar, and Sycamore.
    - Type 2, Shade trees, 1.5" caliper, 6' to 8' height range - Golden Rain Tree, various species of Magnolia, Zelkova, and European Birch.
    - Type 5, Coniferous Evergreens, 5' to 6' height range – various species of Pine, Hemlock, and Spruce.
  - (b) **Suggested Small Trees:**
    - Type 3, Small upright trees, 1" caliper, 6' to 7' height range - Redbud, Crabapple, Crepe Myrtle, Cherry Laurel, and Flowering Plum.
    - Type 4, Small spreading trees, 5' to 6' height range - Flowering Dogwood, Star Magnolia, Flowering Cherry, and Japanese Maple.
- 5) Restricted trees are as follows: Cold Weather Palm and Mimosa trees are not allowed in the Clift's Cove Community.
- 6) If existing trees meet the requirements of this covenant in all respects, required trees of the Covenant may be omitted. Each existing tree meeting requirements may count, at the option of the owner, for one of the trees in its required class, provided it:
  - (a) Is not one of the following species: Box Elder, Silver Maple, Catalpa, Cottonwood, Camphor, Mimosa, China Berry, Princess Tree, or Siberian Elm.
  - (b) Has a live crown and is free from serious root, trunk, and crown injury.
  - (c) Is indicated on the landscaping plan as a tree "to be saved."
  - (d) Is situated so that it can be incorporated into the landscape with minimal grade, cut, or fill under the drip line of the tree.
- 7) Ground cover may include shrubs and low-growing plants such as Liriope, English Ivy, Periwinkle, and similar material. Ground cover may also include non-living organic material including bark and pine straw.
- 8) All trees greater than six inches in diameter at chest height shall be preserved, unless removal of them is part of the approved landscaping plan.
- 9) The lot shall be completely landscaped. However, planned natural areas will be allowed provided that the lawn and the natural area form a cohesive whole.
- 10) Driveways shall coordinate with topography and existing vegetation to preserve all trees greater than six inches in diameter at breast height. "Curved" driveways are encouraged.
- 11) Each lot owner must submit a landscaping plan which must be approved before construction is commenced. The plan must be completely installed within ninety days of receiving a City of Madison Certificate of Occupancy (CO). Additionally, each lot owner must maintain his lawn in as good or better condition than his original

landscaping plan. It is not the intention of the ARC to monitor every planting in Clift's Cove, but if a lawn, at the sole discretion of the ARC, has deteriorated and/or was never installed properly, then the lot owner will be required to bring his lot into compliance with the Covenants.

**30. Screening of Heating, Ventilation, and Air Conditioning Systems (HVAC).** All exterior HVAC systems must be screened from view. This can be accomplished with vegetation, fencing, brickwork, or stonework. If vegetation is used it must create a walled-off effect within a reasonable time (a maximum of two years) after planting with no visual sight of units. Screening is encouraged on all sides of the equipment but is required on the front and side of the equipment.

**31. Storage Tanks.** Propane tanks for outdoor cooking equipment and Outdoor Kitchens are permitted as approved by the ARC.

**32. Corner Lots.** Houses on corner lots shall be built either caddie-corner to both streets or in cases accepted by the CCHOA Board, where the residence is built parallel to one of the streets, the garage entrance must face parallel to a street where possible, to avoid the garage opening facing any street at a ninety degree angle.

**33. Recreational Equipment.** Outdoor recreational equipment (swing sets, playhouses, trampolines, etc.) are permitted in rear yards and if possible, should be sited directly behind the rear of the house to prevent their viewing from the street directly in the front of the residence, or within an approved enclosed fence. Only CCHOA Board approved basketball goals may be erected or constructed, and no basketball goals may be erected or constructed forward of the front corners of the home. Any exceptions must be approved by the ARC before installation. Corner lot backyards are an obvious exception.

**34. Dwelling Restrictions.**

- a. All Clift's Cove dwellings and permitted accessory buildings shall have an exterior of at least eighty percent (80%) stone or masonry brick construction, with no less than eighty percent (80%) of the exterior of the sides of the dwellings or buildings consisting of stone or masonry brick. Visible unpainted red or yellow "sewer brick" is not allowed.
- b. All dwellings shall have a minimum of 3,500 square feet of heated area.
- c. All dwellings shall have side or rear entry garages. No front entry garages are permitted on the primary residence.
- d. All dwelling roofs shall be constructed with dimensional architectural grade shingles, 3-tab flat shingle roofs are prohibited.
- e. All dwellings in the community shall have a minimum roof pitch of 12/12. Deviations for roof pitch of 8/12 may be granted by the CCHOA Board on a case-by-case basis.
- f. **Detached Garages.** Detached garages with side-facing entrances are permitted on the property's side-yard or back-yard. Detached garages with front-facing entrances are permitted in the backyard if the front-facing entrance is concealed by lot slope or behind the primary residence. Detached garage construction materials, brick, roof pitch, architectural grade roof shingles, style, trim, paint colors, windows and doors must match the primary residence.

- g.** Each lot shall contain an "Old French Mailbox" with pointed top by the manufacturer designated by the Board. In the event of supply problems of a given designated model, the Board or its designee shall select the style mailbox to be installed for each lot. Each mailbox shall have a black finish.
- h.** All single-family detached Residences shall contain, as a minimum, a two-car garage; carports shall not be permitted, unless attached to the house and garage as a porte-cochere, which must be approved by the ARC.
- i.** All dwelling exteriors must be repainted in the same or a similar color used in the original construction unless prior permission is received from the ARC. No dwelling shall be constructed of untreated wood. All such wood exteriors must be painted or specifically approved by the ARC.
- j.** Residences of more than two stories are prohibited (unless approved by the ARC prior to construction), not including partial below ground basements.

**35. Use of Amenities and Common Area.** Only residents may use the Association's amenities and common areas. Guests may utilize and/or visit such facilities only when accompanied by a community resident.

**36. Fines for Non-compliance with Community Use Restrictions.**

- a. New Home Construction Plan Submission Violations.** The failure to provide new home construction plans to the ARC established by the Board shall result in a fine assessed against the Owner, at the discretion of the Board, a penalty up to a maximum of \$500.00 per month the plans are delinquent, meaning the initiation of construction activity.
- b. Sign Violations.** If a sign is erected in violation of this Declaration, a written notice will be sent by the Board to the Homeowner. If the sign is not removed within five days of the receipt of the notice, at the discretion of the Board, a penalty up to a maximum of \$25.00 per sign per day will be assessed until said sign(s) is/are removed.
- c. Other Community Use Restriction Violations.** In the event the Board determines that (1) any Owner or designee of the Owner, as designee is defined below, has failed or refused to comply with these listed Community Use Restrictions; or, (2) that the non-compliance is caused through the willful or negligent act of an Owner, his or her family, guests, lessees, invitees, or designee then, the CCHOA Board shall give the Owner or designee written notice of the violation specifics. The Owner or his designee shall have **ten days to correct the violation, or respond to the Board with their plan and time schedule to accomplish compliance** in the event that such compliance is not capable of completion within a ten day period, or, to commence such work which shall be completed within a reasonable time, or, in the event that such work cannot be completed within a ten day period, the Owner must receive approval of a reasonable time for completion from the Board. If any Owner does not comply with the provisions hereof, a penalty up to a maximum of \$100.00 per occurrence will be assessed. In the case of construction or a similar type of labor requirement, the violation **will be reassessed in thirty days** from the date of the assessment for the continued or additional violations and the possibility of additional penalties of the same amount.

**"Repeat offenders"** at the discretion of the Board shall be subjected to a penalty up to a maximum of **\$250.00 per occurrence**. A "repeat offender" shall be defined as an Owner



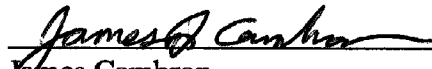
who has received three notices of non-compliance regarding the same type of violation during a twelve-month period.


These fines shall be in addition to any other remedies afforded to the Association as specified in this Declaration, including, but not limited to the enforcement provisions as contained in Article XII.

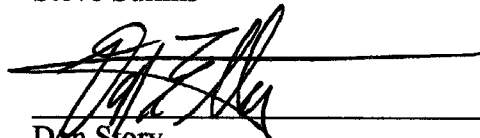
The following Lot Owners consenting to the above **Second Amendment of Articles V & VI to the Declaration of Protective Covenants for Clift's Cove Subdivision** represent three-fourths (3/4) of the Board as evidenced by the following signatures.


**Clift's Cove Homeowners' Association, Inc.**

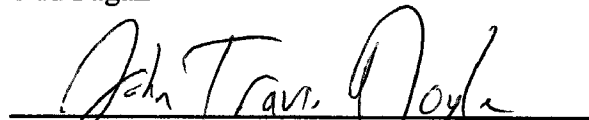
By and through its DIRECTORS:

  
James Cambron

  
Steve Sullins

  
Don Story

  
Dud Fagan

  
J. Travis Doyle

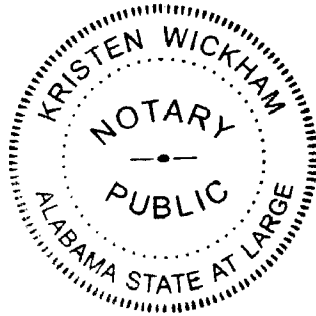
  
Joel Suenkel

  
David Barrett

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that James Cambron 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 instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 2<sup>nd</sup> day of January, 2024.



*Krist Wickham*

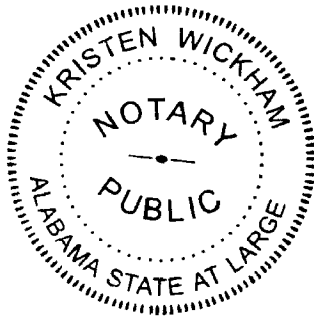
NOTARY PUBLIC

My Commission Expires: November 10, 2025

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Steve Sullins, 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 instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 2<sup>nd</sup> day of January, 2024.



*Krist Wickham*

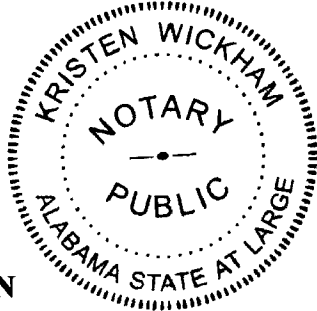
NOTARY PUBLIC

My Commission Expires: November 10, 2025

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Don Story, 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 instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 2<sup>nd</sup> day of January, 2024.

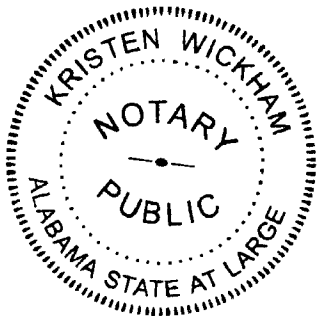


Krist Wickham  
NOTARY PUBLIC  
My Commission Expires: November 10, 2025

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Dud Fagan, 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 instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 2<sup>nd</sup> day of January, 2024.

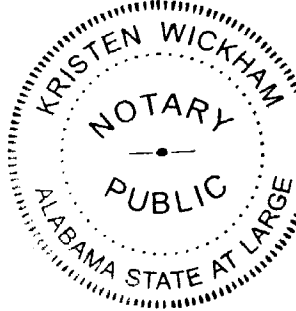


Krist Wickham  
NOTARY PUBLIC  
My Commission Expires: November 10, 2025

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that J. Travis Doyle, 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 instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 2<sup>nd</sup> day of January, 2024.

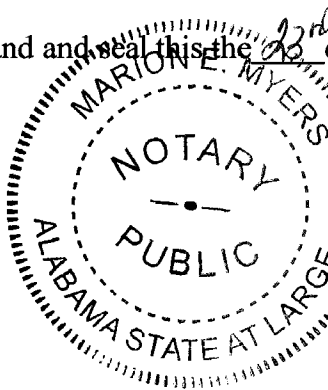


Krist Wickham  
NOTARY PUBLIC  
My Commission Expires: November 10, 2025

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that Joel Suenkel, 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 instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 23<sup>rd</sup> day of January, 2024.

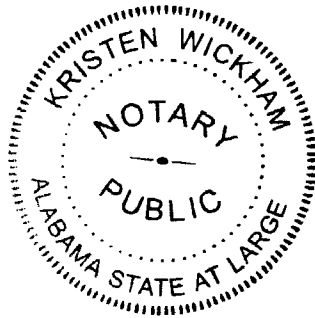


Marion E. Myers  
NOTARY PUBLIC  
My Commission Expires: 6-21-2026

**STATE OF ALABAMA  
COUNTY OF MADISON**

I, the undersigned Notary Public in and for said County and State, hereby certify that David Barrett, 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 instrument, he executed the same voluntarily on the day same bears date.

Given under my hand and seal this the 2<sup>nd</sup> day of January, 2024.



Krist Wickham  
NOTARY PUBLIC  
My Commission Expires: November 10, 2025