

# DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

## PINNACLE PARK AT NORTH RIVER

<b>Developer:</b>	PPNR, LLC — Alabama Limited Liability Company
<b>Recorded:</b>	October 27, 2016   Deed Book 2016, Pages 23932–23976
<b>County:</b>	Tuscaloosa County, Alabama
<b>Prepared by:</b>	Kenneth D. Davis, 700 Towncenter Blvd., Suite 4, Tuscaloosa, AL 35406
<b>HOA Name:</b>	Pinnacle Park at North River Owners Association, Inc.
<b>Registered Agent:</b>	Todd Palmer, 912 29th Avenue, Tuscaloosa, Alabama 35401

This Declaration is intended to provide for the maintenance and operation of the Development, to establish an owner's association, to enhance community life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the community, and to allow for self-governing of the Development by its owners.

## TABLE OF CONTENTS

<b>Article I</b>	Definitions	2
<b>Article II</b>	Property Comprising the Development	5
<b>Article III</b>	Easements	5
<b>Article IV</b>	Common Areas	7
<b>Article V</b>	Community Planning and Administration	9
<b>Article VI</b>	Owners' Association	9
<b>Article VII</b>	Decision Making	12
<b>Article VIII</b>	Association Budget	13
<b>Article IX</b>	Covenants for Maintenance Assessments	15
<b>Article X</b>	Use and Architectural Restrictions	17
<b>Article XI</b>	Insurance	25
<b>Article XII</b>	Amendment, Redevelopment and Termination	27
<b>Article XIII</b>	General Provisions	29
<b>Exhibit A</b>	Legal Description	33
<b>Exhibit B</b>	Certificate of Formation / HOA Bylaws	34

## ARTICLE I — DEFINITIONS

### 1.1 Assessments

The collective term for the following Association charges: (i) General Assessment — allocated among all Members to meet the Association's annual budgeted expenses; (ii) Individual Lot Assessment — a charge made to a particular Owner for charges relating only to a particular Lot; (iii) Special Assessment — may be charged to each Lot for capital improvements or emergency expenses; (iv) Transfer Fee Assessment — may be imposed on transfers of Lots.

### 1.2 Association

The Pinnacle Park at North River Owner's Association, Inc., an Alabama nonprofit corporation, responsible for maintaining the Development and enforcing the Declaration.

### 1.3 Board

The Board of Directors of the Association.

### 1.4 Buildings

All structures or structural improvements located on the Property.

### 1.5 Bylaws

The Bylaws of the Association (attached as Exhibit 'C').

### 1.6 Certificate

The Certificate of Formation of the Association (attached as Exhibit 'B').

### 1.7 Common Areas

Real property conveyed to the Association for common use and enjoyment of all Owners, including improvements, utilities, utility easements, and other property specifically designated as Common Areas on the Plat.

### 1.8 Common Expenses

Expenses arising from ownership of the Common Areas, including maintenance, administration, improvement, and repair.

### 1.9 Common Surplus

The excess of all receipts of the Association over Common Expenses.

### 1.10 Common Roads

Streets and alleys within the Development for which the Association is responsible.

**1.11 Declaration**

This Declaration of Easements, Covenants and Restrictions for Pinnacle Park at North River, as may be amended from time to time.

**1.12 Design Review Committee (DRC)**

The panel established to administer any future modification to any of the Buildings located in the Development.

**1.13 Developer**

PPNR, LLC, an Alabama limited liability company, its successors and assigns.

**1.14 Development**

All property made subject to this Declaration.

**1.15 Development Period**

Begins upon recording of this Declaration and continues so long as the Developer owns at least one lot in Pinnacle Park.

**1.16 Lot**

The smallest piece of real property that may be separately conveyed, as designated on the Plat.

**1.17 Member**

Each Owner is a Member of the Association.

**1.18 Mortgagee**

Any lender holding a bona fide first mortgage or purchase money junior mortgage encumbering a Lot.

**1.19 Owner**

The record owner of the fee simple title to any Lot (not including lessees).

**1.20 Plat**

The recorded plat of Pinnacle Park Phase 1 (Plat Book 2016, Pages 120–124, Tuscaloosa County Probate Office).

## ARTICLE II — PROPERTY COMPRISING THE DEVELOPMENT

### 2.1 Property Subject to this Declaration

The property subject to this Declaration shall be known as "Pinnacle Park at North River," and shall consist of the area depicted on the Plat.

## ARTICLE III — EASEMENTS

### 3.1 Easements in Favor of the Association

The Developer grants and reserves the following easements for the Developer, the Association, and their assigns:

**(a) Utility Easements.** A blanket easement upon, across, over, through, and under the Development for installation, replacement, repair and maintenance of all public and private utility and service systems including water, sewer, irrigation, drainage, telephone, electricity, television, security, cable, and communication lines.

**(b) Easements for Deviation from Plat.** Where any Lot has a common wall with one or more other Lots that encroaches on any contiguous Lot or Common Area — whether by plat deviation, settling, or shifting — a valid easement shall exist for the encroachment.

**(c) Support Easement.** Each Lot with a common wall shall have an easement of support from every other Lot which provides such support.

**(d) Police Powers.** A blanket easement throughout the Development for private patrol services and police powers supplied by local, state, and federal governments.

**(e) Drainage / Erosion Controls.** A blanket easement and right to inspect, maintain, and correct drainage of surface water and erosion controls, including the right to cut trees, bushes, or shrubbery and grade soil.

**(f) Encroachment by Common Areas.** An easement for any improvements constructed in the Common Areas that encroach on any Lot.

**(g) Maintenance of Common Areas.** To the extent reasonably necessary, an easement over any Lot for maintenance of Common Areas.

### 3.2 Relationship between Lots

**(a) Intent.** The design maximizes land usage and community by providing gracious Common Areas while offering private yards for individual use.

**(b) Lot Lines.** Lots may not be subdivided or separately conveyed except by the Developer or with unanimous consent of Members. Developer may redefine Lots during the Development Period.

**(c) Structural Common Walls.** Each Owner grants the adjacent Owner the right to maintain any exterior or interior wall forming a common wall between Buildings. Common wall maintenance surface responsibility belongs to the Owner whose Building faces such wall; shared repair costs are split equally by adjacent Owners.

**(d) Exterior Walls along a Lot Line.** Exterior walls supporting only one Building shall not be considered a common wall; rules for use and maintenance are set by the Association.

## ARTICLE IV — COMMON AREAS

### 4.1 Title

The Association shall hold title to the Common Areas subject to the existing mortgage of West Alabama Bank and Trust. The Developer may convey additional Common Areas to the Association.

### 4.2 Maintenance; Capital Improvements

The Association shall manage, control, and improve the Common Areas and keep them attractive, clean, and in good repair. Capital improvements require design review, and substantial improvements (greater than 20% of the annual budget, or 30% in aggregate) must be ratified by a majority of Members.

### 4.3 Owners' Easements of Access and Enjoyment

Every Owner has a right and easement of appropriate use and enjoyment of the Common Areas, subject to the Association's regulations. Owners may delegate this right to tenants and family members residing at the Lot.

### 4.4 Use of Common Areas

**(a) Members' Benefit.** The Association maintains Common Areas for Members. It may permit limited access and may sell club memberships or impose fees for facilities.

**(b) Non-Members.** Common Area use may be extended to non-members with or without fees.

**(c) Open-Air Markets and Festivals.** Developer reserves the right to use portions of Common Areas for festivals, markets, kiosks, or similar events.

**(d) No Commercial Use.** No commercial use of Common Areas unless specifically permitted. Open space areas may be used for resource protection, passive or active recreation.

**(e) Pool and Pavilion.** Pool and Pavilion are part of Common Areas; the Board may establish rules for safe enjoyment.

### 4.5 Common Road Regulation

The Association may establish traffic and parking rules, post speed limits, and may tow offenders within the Development pursuant to City of Tuscaloosa regulations.

### 4.6 Surface Water / Stormwater Management

The Association has the power (but not the duty) to maintain proper drainage. It has a blanket easement to maintain and correct drainage of surface water, including the right to cut trees or grade soil.

### 4.7 Damage or Destruction of Common Areas by Owner

If an Owner or their guests/tenants damage Common Areas, repair costs are assessed as an Individual Lot Assessment to that Owner.

### 4.8 Limitation of Liability

Neither the Association nor the Developer assumes any liability for any loss or injury resulting from the exercise of security, maintenance, traffic control, or erosion management duties.

#### **4.9 Limitation on Use of Common Areas**

The Developer or Board may prohibit any Owner (or guests/tenants) from using Common Areas if that Owner is in default on any Assessment.

## ARTICLE V — COMMUNITY PLANNING AND ADMINISTRATION

### **5.1 Design Review Committee (DRC)**

The DRC is a committee appointed by and reporting to the Developer or Association which shall manage any changes or modifications to the Development. No changes are permitted unless the DRC first approves them. After the Development Period, the Association shall select at least 3 and not more than 5 persons to serve on the DRC; all members shall be Owners and Members of the Association.

### **5.2 Community Guidelines**

The Developer or Association may prepare Community Guidelines to guide the DRC in determining whether to permit changes. These guidelines shall be an integral part of the DRC's decision-making process and may be fully enforceable by the DRC.

## ARTICLE VI — OWNERS' ASSOCIATION

### 6.1 Duties

The Association shall maintain, repair, and replace Common Areas and all undeveloped land in the Development; enforce the terms of this Declaration; and perform all other duties required by Alabama law or by governmental entities having jurisdiction over the Association.

### 6.2 Additional Powers

To the extent permitted by governmental authorities, the Association may (but is not obligated to) provide services including: water, sewer, irrigation, drainage, telephone, electricity, cable, trash collection, insect/pest control, emergency rescue, fire protection, transportation, landscaping, day care, recreation, sports, craft and cultural programs, newsletters, maintenance of easement areas, and operation of community computer networks.

### 6.3 Contracts

The Association may contract with any party, including the Developer, for management and maintenance. It may require Owners to contract for certain routine yard maintenance to ensure a uniform level of care.

### 6.4 Membership

Every Owner shall be a mandatory Member of the Association. Membership is appurtenant to and may not be separated from title to any Lot.

### 6.5 Allocation of Voting Interests

Each Member shall have one vote per Lot. During the Development Period, the Developer shall be exclusively entitled to vote on all matters.

### 6.7 Election of Board of Directors

Elections shall be conducted per Bylaws. During the Development Period, the Developer shall appoint and remove officers and Board members.

### 6.8 Compensation for Directors

The Board shall set reasonable compensation for directors, in accord with amounts generally paid in this area for such services. Directors shall be reimbursed for expenses.

### 6.10 Rules and Regulations

The Developer (during Development Period) and the Board may establish and enforce reasonable Rules and Regulations governing use of all Lots and Common Areas, including use of recreational facilities, enforcement of Declaration terms, and regulation of fertilizers, pesticides, and other chemicals. All Rules and Regulations are binding on all Owners and occupants.

### 6.11 Exterior Maintenance

Unless the Board determines otherwise, the Association shall maintain exterior wall surfaces and exterior trim of Buildings, including repair, replacement, painting, pressure washing, and other cleaning as determined by the Board.

## ARTICLE VII — DECISION MAKING

### 7.1 Development Meeting

After the Development Period, a Meeting shall be called annually for the election of Members of the Board and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members.

- Repeal of Additional Services (Section 6.2)
- Election of the Board of Directors (Section 6.7)
- Approval of General Assessments (Section 8.4)
- Ratification of expenditures for capital improvements (Section 8.6)
- Repeal of Rules and Regulations adopted by the Board (Section 10.7)
- Amendment of Declaration (Section 13.1)
- Dedication of the Commons (Section 13.2)
- Termination of the Declaration (Section 13.4)

**Quorum:** The necessary percentage is determined by the Bylaws.

**Notice:** Notice must be given in accordance with Section 15.4 and the Bylaws; shall be posted in at least one place within the Commons.

**Proxies/Electronic Voting:** Proxies and limited proxies may be used to establish a quorum and for voting purposes.

### 7.2 Action without Meeting

If permitted by the Board, the membership may approve any matter by written vote, mailed ballot, electronic ballot, or written consent without a meeting.

### 7.4 Record Keeping

The Board shall keep a record of all meetings, stating votes taken, description of actions approved, reasons considered necessary, and summary of information on which each decision was based. Records shall be available for inspection by any Member.

## ARTICLE VIII — ASSOCIATION BUDGET

### 8.1 Fiscal Year

The fiscal year of the Association begins January 1 and ends December 31 of each year, unless the Board selects a different fiscal year.

### 8.2 Budget Items

The budget shall estimate total expenses including wages, materials, insurance premiums, services, supplies, and other expenses. It may also include reasonable amounts for working capital and reserves.

### 8.3 Reserves

The Association shall build and maintain reserves for working capital, contingencies, replacement, and long-term maintenance costs. Reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of Members.

### 8.4 Preparation and Approval of Annual Budget

The Developer shall determine the budget for the fiscal year in which a Lot is first conveyed. Subsequently, the Developer or Board shall adopt a budget for the coming year and set annual General Assessments at a level sufficient to meet the budget at least one (1) month before the end of the fiscal year. A copy of the proposed budget shall be sent to each Member at least two (2) weeks before the end of the fiscal year.

### 8.6 Capital Improvements

Any substantial capital improvement to the Common Areas approved by the Board must be ratified by a majority of the Members. A capital improvement shall be considered substantial if its cost is more than 20% of the Association's annual budget, or if all capital improvements for the fiscal year total more than 30% of the annual budget.

## ARTICLE IX — COVENANTS FOR MAINTENANCE ASSESSMENTS

### 9.1 Obligation for Assessments

Each Owner of any Lot, by acceptance of a deed, is deemed to covenant and agree to pay the Association: (a) General Assessments; (b) Special Assessments; and (c) Individual Lot Assessments — together with late fees, interest, and costs of collection when delinquent, including a reasonable attorney's fee.

### 9.2 Initial Assessments

At the time of initial purchase, the purchaser shall pay an Initial Assessment equal to three (3) months of the General Assessment, collected at closing.

### 9.3 General Assessments

The Board shall set the date(s) when Assessments become due and may provide for collection annually, monthly, quarterly, or semiannually. General Assessments begin on the day of conveyance of a Lot to an Owner other than the Developer.

### 9.4 Special Assessment

In addition to the General Assessment, the Board may levy a Special Assessment applicable to that year and not more than the next four (4) succeeding years for: (a) Capital Improvements; (b) Emergency Assessments — by a two-thirds (2/3) vote, for unusual or emergency maintenance, repair, or other expense not provided by the budget.

### 9.5 Individual Lot Assessments

The Association may levy an Individual Lot Assessment at any time to defray, in whole or in part, the cost of any special services to that Lot or for any other purpose permitted herein.

### 9.6 Effect of Nonpayment of Assessment; Remedies

**(a) Personal Obligation.** All Assessments, together with late fees, interest, and costs of collection, are the personal obligation of the Owner at the time the Assessment was levied and of each subsequent Owner.

**(b) Creation of Lien.** The Assessment Charge shall also be a continuing lien upon the Lot against which the Assessment Charge is made, enforceable upon recording of a claim of lien. This lien is subordinate to any first priority mortgage.

**(c) Suit for Payment / Foreclosure of Lien.** The Association may bring action against an Owner personally obligated to pay the Assessment Charge or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, through judicial or nonjudicial foreclosure under Alabama law.

**(d) Other Remedies.** The Association may assess fines and suspend voting rights and right to use Common Areas for any period during which any Assessment against a Lot remains unpaid.

### 9.8 Developer Excluded From Assessments

During the Development Period, the Developer shall not be required to pay assessments for any lots it may own, provided however that the Developer shall guarantee that all common expenses shall be paid during the Development Period.

## ARTICLE X — USE AND ARCHITECTURAL RESTRICTIONS

### 10.1 Use Restrictions.

Each Lot shall be used for single-family residential purposes only; no trade or business may be carried on in or from any Lot. Leasing or rental of a Dwelling is not a violation so long as the lease is for the entire Dwelling, for a term of at least six (6) months, and the tenant is in compliance with all Rules and Regulations.

### 10.2 Underground Utilities.

All residential utility lines, pipes, conduits, and wiring shall be installed and maintained below ground, subject to existing easements and rights of way.

### 10.3 Building Setbacks.

Minimum building setback lines shall be established by the Recorded Plat. No improvements shall be built within setback areas without written consent of the DRC and any adjoining Owners.

### 10.4 Trees.

No Owner (other than Developer) may cut, remove, or mutilate any tree, shrub, bush, or other vegetation without first obtaining prior written approval from the DRC.

### 10.5 Roofing.

The DRC shall establish specific requirements for pitch, color, and type of roofing materials. No solar or other energy collection panel shall be installed on any Building Lot unless approved by the DRC.

### 10.6 Exterior Lighting.

Any revision to exterior lighting must be approved by the DRC, including free-standing lighting and utility (flood) lights attached to Buildings.

### 10.7 Exterior Materials and Finishes.

Any revisions to exterior building finishes must be approved by the DRC. No concrete, concrete block, or cinder block shall be used as an exposed building surface.

### 10.8 Garages / Parking.

Automobiles owned by Owners and family members shall be parked in garages to the extent garage space is available. Garages shall not be used for storage or other purposes resulting in the garage being unavailable for parking. Only one vehicle per unit may be parked on any curb.

### 10.9 Fences.

No chain link or wire fences shall be permitted, unless erected by the Developer. No fences shall be allowed in front yards. Electric fences shall not be permitted, except for invisible fences for pets. All fence materials, colors, and locations shall be subject to approval by the DRC.

**10.10 Windows, Window Treatments and Doors.**

No reflective glass or foil/reflective materials shall be installed on windows or used for sunscreens, blinds, shades, or other purposes. No aluminum or metal windows shall be utilized on the front or sides of any dwelling. Sheets, bed linens, blankets, and paper or plastic bags are not appropriate window treatments.

**10.11 Utility Meters and HVAC Equipment.**

All electrical, telephone, and cable television meters (other than gas and water meters) shall be located at the rear of all Buildings unless approved by the DRC. All exterior heating, ventilating, and air conditioning equipment shall be located, to the extent practicable, at the rear of a Building and, if visible from the street, screened from public view.

**10.12 Satellite Dishes and Antennae.**

No satellite dishes shall be allowed on any Lot without approval of the DRC, which shall govern the location of same.

**10.13 Driveways / Walkways.**

Except as installed by the Developer, all driveways and walkways shall be constructed of materials approved by the DRC.

**10.14 Outdoor Furniture, Recreational Facilities, Flags and Clotheslines.**

No furniture shall be placed in front or side yards or other visible areas unless approved by the DRC. Children's toys, swing sets, jungle gyms, trampolines, and other outdoor recreational equipment shall not be permitted unless prior approval is obtained from the DRC and they are obstructed from view. No flags may be flown from the front of any Building. Outside clotheslines are prohibited. Barbecue grills shall be located only at the rear of a Building in an area not visible from any street.

**10.15 Pets and Animals.**

No more than a combination of two (2) dogs or cats may be kept and maintained on any Lot. All dogs shall be kept within fenced or walled areas or under leash and accompanied by the dog's owner. Owners are liable for the costs of repairing any damage to Common Areas caused by their pet.

**10.16 Trash, Rubbish and Nuisances.**

No trash, garbage, rubbish, or debris of any kind shall be dumped, placed, or permitted to accumulate on any portion of the Development. No exterior speakers, horns, whistles, bells, or other sound devices shall be placed upon any Lot. Trash cans shall at all times be kept at the rear of a Lot and screened from view. No outdoor burning is permitted.

**10.17 Recreational Vehicles and Machinery and Equipment.**

Mobile homes, motor homes, trailers, campers, vans, motorcycles, bicycles, lawnmowers, tractors, tools, construction machinery, golf carts, boats, and any other non-passenger vehicles shall not be parked on the street at any time and the Common Areas shall not be utilized for their parking or storage

unless expressly permitted by the Association. Discharge of firearms is prohibited.

#### **10.18 Signage.**

No signs or advertising posters of any kind shall be maintained or permitted within any windows or on the exterior of any Lot. All signs and posters, including political campaign signs, shall be subject to conditions as determined by the DRC.

#### **10.19 Above Ground Tanks and Wells.**

No exposed above-ground tanks for storage of fuel, water, or any other substances shall be located on any Lot or Dwelling, or within any of the Common Areas.

#### **10.20 Temporary Structures.**

No temporary house, trailer, shack, tent, barn, shed, stable, poultry house, or yard, rabbit hut, treehouse, or other outbuilding or structure of any kind shall be permitted, constructed, installed, or allowed to remain on any Lot or Dwelling.

#### **10.21 Subdivision and Interval Ownership.**

No Lot may be subdivided or re-subdivided to create a smaller lot without prior written approval of the DRC. No Lot or Dwelling shall be sold or owned under any time-sharing, time-interval, or similar right-to-use programs.

#### **10.22 Soliciting.**

The Association may regulate or prohibit soliciting within the Development.

#### **10.23 Rules and Regulations.**

The Association or Developer during the Development Period may adopt rules or amend previously adopted rules and regulations governing the details of operation, use, maintenance, and control of the Lots and Common Areas. Any Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board.

#### **10.24 Enforcement**

**(a) Owner's Responsibility.** Each Owner and Owner's family members, guests, and tenants shall conform to and abide by the covenants of this Declaration and any Rules and Regulations. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests, or tenants may be considered a violation by the Owner.

**(b) Notice, Hearing and Fines.** Any Owner believed to be in violation of this Declaration or the Rules and Regulations shall be given notice and an opportunity to be heard. After such hearing, the Association may assess fines, up to the maximum allowed by law, and may restrict the Owner's use of the Commons for up to sixty (60) days or until remedied, whichever is longer. Fines shall be charged against the Lot as an Individual Lot Assessment.

**(c) Tenant Violations.** If a tenant is believed to be in violation, the Association shall notify the Owner and tenant. If the violation continues for ten (10) days after notice to the Owner, or if the

tenant materially violates the Declaration more than once in any one-year period, the Association shall have the right to evict the tenant.

**(d) Corrective Action for Lot Maintenance.** If any Owner has failed to maintain any part of the Lot in a clean, attractive, and safe manner, the Association may assess fines and enter upon such Lot to correct, repair, restore, paint, and maintain any part of such Lot. All costs and fees shall be assessed to the Owner as an Individual Lot Assessment.

## ARTICLE XI — INSURANCE

**11.1 Review of Coverage.** The Board shall review limits of coverage for each type of insurance at least once each year.

**11.2 Building Insurance.** The Board shall secure and maintain property damage insurance insuring the Buildings against fire and other casualty damage providing full replacement value coverage. Coverage shall be at least 80% of the insurable value (based upon replacement) of the improvements constructed on the Common Areas.

**11.3 Casualty Insurance.** The Board shall obtain and maintain casualty insurance on the Common Areas including endorsements for extended coverage, vandalism, malicious mischief, flood, and windstorm where available at reasonable cost.

**11.4 Public Liability.** The Board shall obtain public liability insurance in the minimum amount of \$1,000,000.00, insuring against any liability arising out of, or incident to, the ownership and use of the Buildings and Common Areas.

**11.5 Director Liability Insurance.** The Board may obtain liability insurance insuring against personal loss for actions taken by Members of the Board and advisory members in the performance of their duties.

**11.6 Other Coverage.** The Board shall obtain and maintain workman's compensation insurance and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

**11.7 Individual Coverage.** Each Owner may obtain casualty insurance for improvements on his or her Lot and may elect to obtain liability insurance.

**11.8 Payment of Premiums.** Premiums for insurance maintained by the Association shall be paid by the Association and included as part of the General Assessments.

**11.9 Repair and Reconstruction after Fire or Other Casualty.** All insurance policies purchased by the Association shall provide that all proceeds covering property losses shall be paid to the Association. If fire or other casualty damages or destroys any Building or improvements on a Lot, the Owner shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction.

## ARTICLE XII — AMENDMENT, REDEVELOPMENT AND TERMINATION

### 12.1 Amendment

**By Members:** This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval by Members representing sixty-seven percent (67%) of the votes in the Association.

**By the Developer:** The Developer specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party to: (i) conform to requirements of Federal Home Loan Mortgage Corporation, Department of Veterans Affairs, Federal National Mortgage Association, or any other generally recognized institution; (ii) conform to requirements of institutional mortgage lenders or title insurance companies; (iii) clarify provisions or correct errors; or (iv) for any other purpose permitted herein.

### 12.2 Dedication

Common Roads may be dedicated to public agencies or authorities. All other Common Areas may be dedicated to the public by the Board upon consent of Owners representing sixty-seven percent (67%) of the votes in the Association.

### 12.3 Duration; Termination

The covenants and restrictions shall run with and bind the Development for twenty (20) years, and shall be automatically extended for three (3) succeeding ten (10) year periods unless an instrument signed by Owners representing ninety percent (90%) of the votes in the Association within the last year prior to expiration has been recorded, agreeing to terminate the Declaration. This Declaration may also be terminated at any time by the unanimous consent in writing of all Owners.

### 12.4 Condemnation

If all or part of the Common Areas are taken or condemned by eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association.

## ARTICLE XIII — GENERAL PROVISIONS

**13.2 Invalidity.** The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

**13.3 Enforcement of Declaration.** Without limiting any of the foregoing provisions, suit may be brought against any person violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages. The Association, the Developer, or any Owner may bring an action for damages, specific performance, declaratory decree, or injunction, or any other remedy at law or in equity. Failure to enforce any provision shall not be deemed a waiver of the right to do so at any time thereafter.

**13.4 Notices.** Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot. If the Owner has given approval, notice may be given by electronic means.

**13.5 Gender and Number.** The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

**13.6 Consent of Mortgagees.** No amendment or modification of this Declaration specifically impairing the rights, priorities, remedies, or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees holding a lien on more than fifty percent (50%) or more of all Lots. Any required consent not given or denied within thirty (30) calendar days of receipt of request shall be deemed given.

**13.7 Law to Govern.** This Declaration shall be construed in accordance with the laws of the State of Alabama.

**13.8 Regulation by the City of Tuscaloosa.** Each Owner hereby agrees that the City of Tuscaloosa is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Commons. In the event that the Commons are being maintained in a manner that is dangerous or detrimental to the health, safety, and welfare of the community, the City and its agents may upon ten (10) days' notice to the Association enter upon the Commons and make any repairs or improvements deemed necessary to remedy such conditions.

## EXHIBIT A — LEGAL DESCRIPTION

Part of the Northeast Quarter of the Northwest Quarter of Section 31, Township 20 South, Range 9 West, Tuscaloosa County, Alabama, being more particularly described as follows: Start at the Northwest corner of the Northeast Quarter of the Northwest Quarter of said Section 31; thence run in a Southerly direction along the West boundary of the Northeast Quarter of the Northwest Quarter for a distance of 777.29 feet to the POINT OF BEGINNING; thence continue in a Southerly direction along the West boundary of the Northeast Quarter of the Northwest Quarter of said Section 31 for a distance of 339.76 feet to a point; thence with a deflection angle of 87 degrees 45 minutes to the left run in an Easterly direction for a distance of 1398.97 feet to the West right-of-way margin of Rice Mine Road (a 60 foot right-of-way); thence with a deflection angle of 105 degrees 05 minutes to the left, run in a Northwesterly direction along the West right-of-way margin of Rice Mine Road for a distance of 204.71 feet to a point; thence with a deflection angle of 75 degrees 05 minutes to the left, run in a Westerly direction for a distance of 319.46 feet to a point; thence with a deflection angle of 74 degrees 51 minutes to the right, run in a Northwesterly direction for a distance of 150.23 feet to a point; thence with a deflection angle of 74 degrees 49 minutes to the left, run in a Westerly direction for a distance of 999.90 feet to the POINT OF BEGINNING.

## EXHIBIT B — CERTIFICATE OF FORMATION

<b>HOA Name:</b>	Pinnacle Park at North River Owners Association, Inc. (a non-profit corporation)
<b>Entity Type:</b>	Homeowners' Association (HOA) — Domestic Nonprofit Corporation
<b>State:</b>	Alabama
<b>Registered Agent:</b>	Todd Palmer
<b>Registered Address:</b>	912 29th Avenue, Tuscaloosa, Alabama 35401
<b>Incorporator:</b>	Kenneth D. Davis, 700 Towncenter Blvd., Suite 4, Tuscaloosa, AL 35406
<b>Initial Directors:</b>	Todd Palmer & Tommy Randolph 912 29th Avenue, Tuscaloosa, Alabama 35401
<b>Purpose:</b>	Homeowners' Association — Nonprofit Corporation under Title 35, Chapter 20 of the Code of Alabama
<b>Duration:</b>	Perpetual, unless stated otherwise
<b>Date of Formation:</b>	October 24, 2016
<b>Name Reservation:</b>	July 18, 2016 – July 18, 2017 (Secretary of State, John H. Merrill)
<b>By-Laws Signed:</b>	September 30, 2016 (Todd Palmer & Tommy Randolph, Directors)

## BY-LAWS HIGHLIGHTS — PINNACLE PARK AT NORTH RIVER OWNERS ASSOCIATION, INC.

**Members.** All record Owners of Lots in Pinnacle Park at North River. Each Lot carries one (1) vote. During the Developer Control Period, the Developer shall be exclusively entitled to vote on all matters.

**Annual Meetings.** Held in the month of January at the office of the Association (or legal counsel) for the purpose of electing directors and transacting any other authorized business.

**Board of Directors.** Not less than two (2) or more than seven (7) members, as fixed by majority vote of the voting rights present at any annual meeting. The first Board consisted of Todd Palmer and Tommy Randolph.

**Officers.** President (also chief executive officer), Vice President, Secretary, and Treasurer. Officers serve one-year terms. Two (2) or more offices may be held by one (1) person, except the president shall not be the secretary.

**Quorum — Members.** A majority of the members, based upon the number of available votes outstanding.

**Quorum — Board.** Directors entitled to cast a majority of the votes of the entire board of directors.

**Fiscal Year.** Ends on the last day of December of each year, unless otherwise determined by the board of directors.

**Amendments.** By-Laws may be amended by majority vote of the board of directors; any amendment shall be set forth in writing, signed by the Secretary, and recorded in the Tuscaloosa County, Alabama Probate Office.

**Developer Control Period.** During this period, the Developer shall be entitled to nominate and appoint all directors and officers of the Association and to remove the same in the exercise of its absolute and unreviewable discretion.

**Bank Accounts.** The board of directors may, from time to time by resolution, authorize the maintenance of one or more deposit accounts. All checks, drafts, or other orders for the payment of money issued in the name of the Association shall be signed by such officer(s), agent(s), or agents of the Association as shall be determined from time to time by resolution of the board of directors.

---

This document is a reorganized reference copy of the Declaration of Easements, Covenants and Restrictions for Pinnacle Park at North River, originally recorded October 27, 2016 in Deed Book 2016, Pages 23932–23976, Tuscaloosa County, Alabama. For the official recorded instrument, refer to the Tuscaloosa County Probate Office.