

This instrument prepared by:  
Christopher H. Jones  
TRADITIONS LAW GROUP  
1800 McFarland Blvd. N. Suite 230  
Tuscaloosa, AL 35406  
(205) 345-0090

Source of Title:	Deed Book: 0830	Page: 0253
	Deed Book: 0855	Page: 0004
	Deed Book: 0931	Page: 0054
	Deed Book: 2022	Page: 26198

STATE OF ALABAMA                     )  
TUSCALOOSA COUNTY                 )

DEED Book 2025 Page 15547  
Recorded: 7/10/2025 11:42:05 AM  
Ward D. Robertson, III, Probate Judge  
Tuscaloosa County, Alabama  
Term/Cashier: PRO-RECORDING7/JSEARCY  
Tran: 126625  
Probate Judge Fee \$2.00  
Recording Fee - By Page Count \$783.00  
Source of Title \$58.25  
Additional Name Fee \$400.00  
No Tax Collected  
Total: \$1,243.25

**FOURTH AMENDMENT TO RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF RESTON PLACE HOMEOWNERS ASSOCIATION, INC.**

THIS AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions of The Reston Place Homeowners Association, Inc. (the "Declarations") is made on the date hereinafter set forth by the undersigned owners.

**W-I-T-N-E-S-S-E-T-H**

WHEREAS, the undersigned owners represent the owners of more than seventy-five (75%) percent of all of the lots contained in the subdivision commonly known as Reston Place which subdivision is comprised of ten (10) platted subdivisions for which maps or plats have been recorded in the Office of the Probate Judge of Tuscaloosa County, Alabama, as follows: Reston Place Section One, Plat Book 15, Page 89 containing twelve (12) lots designated as Lots 227 through 233, 249 and 269 through 272; Reston Place Section Two, Plat Book 15, Pages 92 & 93 containing thirty (30) lots designated as Lots 14 through 27 and 41 through 56; Reston Place Section Three, Plat Book 15, Page 107 containing four (4) lots designated as 225, 226, 234 and 235; Reston Place Section Four, Plat Book 16, Page 3 containing two (2) lots designated as Lots 202 and 203; Reston Place Section Five, Plat Book 16, Page 17, containing two (2) lots designated as Lots 250 and 273; Reston Place Section Six, Plat Book 16, Page 24 containing one (1) lot designated as Lot 268; Reston Place Section Seven, Plat Book 16, Pages 35 & 36 containing twenty-five (25) lots designated as Lots 204-213, 236 through 248, 288, and 289; Reston Place Section Eight, Plat Book 16, Page 59 containing eleven (11) lots designated as Lots 1 through 11; Reston Place Section Nine, Plat Book 16, Page 84 containing twenty-three (23) lots designated as Lots 251 through 280; and Reston Place Section Ten, Plat Book 16, Page 92 containing sixteen (16) lots designated as Lots 57 through 72; and

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for Reston Place was recorded in Deed Book 830, at Page 253 in the Probate Office of Tuscaloosa County, Alabama; and the first Amendment to the said Declaration of Covenants, Conditions and Restrictions was recorded in Deed Book 855, at Page 4; and the second Amendment to the said Declaration of Covenants, Conditions and Restrictions was recorded in Deed Book 0931 Page 0054, the third amendment to the said Declaration of Covenants, Conditions and Restrictions was recorded in Deed Book 2022, at Page 26198; and

WHEREAS, the subsequent Declarations of Covenants, Conditions and Restrictions for Reston Place Section Two through Twenty-Seven (3) were recorded in the Probate Office of Tuscaloosa County.

WHEREAS, the original By-Laws for Reston Place were recorded in Incorporation Record Book 63, at Page 209 in the Probate Office of Tuscaloosa County, Alabama and these By-Laws were adopted for all of the platted subdivisions known as Reston Place by the respective Declaration for each Section of Reston Place;

WHEREAS, the undersigned owners now desire to amend the Original Covenants and/or the First Amendment of Declaration of Covenants, Conditions and Restrictions as to insurance requirements as set forth in Article Four Section 11 of the Covenants and throughout the Covenants overall. This Amendment shall consist of



a complete replacement of Article Four Section 11.

WHEREAS, the undersigned owners further now desire to amend Article Ten Section 3 of the Covenants to reduce the number of owners who must approve any future amendments to two-thirds (2/3) of the owners, and to allow the President or Vice President and Secretary of the Association, to sign the Amendment certifying approval of members representing two-thirds (2/3) of the votes of the Association, and record the Amendment in the Tuscaloosa County, Alabama Probate Office;

WHEREAS, the undersigned owners now desire to amend the original Declaration which has been substantively amended three (3) times previously and amended several other times when different phases were added to Reston Place subdivision and the subsequent Declarations which adopt the original Declaration, as amended and make it applicable to Reston Place Section Two through Twenty-Seven;

WHEREAS, this Fourth Amendment to the Declaration was discussed at a meeting of the membership of the Reston Place Homeowners Association after due and proper notice had been given to each member of the Homeowners Association and the undersigned owners own not less than seventy-five (75%) percent of the platted lots in Reston Place as of the date of this Fourth Amendment which is the number required by the Declaration in order to amend the Declaration.

NOW, THEREFORE, the undersigned owners do hereby declare that Article Four of the said Declarations described hereinabove is hereby amended so as to replace to Article Four Section 11, which reads in entirety as follows:

Section 11. Insurance Assessments and Casualty Losses.

Garden Homes. It shall be the personal responsibility of each garden home owner, at his/her expense, to obtain an individual hazard insurance policy covering his/her dwelling, home, homeowner's liability insurance, theft and other insurance coverage covering the building, personal property damage and loss, and if he/she sees fit, title insurance on his/her individual lot. Garden homes will not be covered by a group policy purchased by the Board of Directors of the Association after August 31, 2025.

The Association, its Board of Directors, the Association's management company and their employees, officers, shareholders, contractors or agents have no obligation or responsibility to verify or approve adequate coverage for the garden home owners. The Board of Directors of the Association, the Association's management company and their employees, officers, shareholders, contractors and agents shall not have any responsibility for ensuring that the garden home owners have coverage, and they shall not have any liability if the garden home owner fails to properly insure their property.

Garden home owners shall be responsible for paying their pro rata share of insurance for the common areas or common elements and for Director liability insurance.

Townhomes. The remainder of this Article Four Section 11 does not apply to the garden homes, and it does apply to the townhomes. Article Four Section 12 and Section 13 do not apply to the garden homes.

The Association shall assess the cost of insurance provided herein to each townhome as an individual assessment. The cost of such assessment shall be based upon the relative costs of insurance for the townhomes, if reasonably available. Otherwise, the pro rata assessments shall be based upon the total square footage of enclosed space for each townhome.

The Board of Directors of the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the fences, the common buildings, and all townhomes and when coverage is available at no additional cost to the Association the Directors shall obtain insurance coverage for any fixtures, alterations, installations or additions within a portion of the premises used exclusively by an individual townhome owner and made or acquired at the townhome owner's individual expense, against loss or damage by fire or such other hazards normally insured against in standard fire and extended coverage policies in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard, and the



Board shall also obtain a broad form public liability policy providing coverage in an amount of not less than Five Hundred Thousand (\$500,000.00) Dollars covering all claims for bodily injury, and in an amount not less than One Hundred Thousand (\$100,000.00) Dollars for all claims for property damage. Such insurance shall cover the common area, the limited common area, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance obtained by the Board of Directors of the Association shall be written in the name of the Association as trustee for each of the townhome owners in such proportions as the Board of Directors shall determine, which determination shall be based on the insurance review provided for in sub-paragraph (j) below. The amounts of such insurance may not be reduced by the Board of Directors of the Association without the assent of two-thirds (2/3) of the votes of all of the members voting in person or by proxy at a meeting duly called for this purpose. Such insurance shall be governed by the provisions hereinafter set forth.

(a) All policies shall be written with a company licensed to do business in the State of Alabama and holding a rating of "A" or better by Best's Insurance Reports.

(b) All policies shall be for the benefit of the townhome owners and their mortgagees as their interest may appear.

(c) Provisions shall be made for the issuance of a certificate of insurance to each owner and his/her mortgagee, if any, which said certificates shall specify the blanket amount of insurance covering all units at any time.

(d) All policies and endorsements thereto shall be deposited with the Board of Directors of the Association to be held by the said Board of Directors as subject to the provisions hereinafter contained.

(e) Exclusive authority to adjust losses under policies hereafter in force on the property shall be vested in the Board of Directors or its duly authorized agent; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(f) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual townhome owners or their mortgagees.

(g) Each townhome owner may obtain additional insurance at his/her own expense; provided, however, that no townhome owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of all of the townhome owners, the Association, and their mortgagees, if any, may realize under any insurance policy which the Board of Directors may have in force on the property at any particular time.

(h) It shall be the individual responsibility of each townhome owner at his/her expense to provide, as he or she sees fit, title insurance on his/her individual lot, homeowner's liability insurance, theft and other insurance coverage covering personal property damage and loss and the value of any improvements made after the townhome was originally constructed. It shall be the responsibility of the Board of Directors of the Association to maintain such fire and extended coverage insurance to cover the full replacement cost of any repair or reconstruction of the original construction of the townhomes and all of the other property covered by the insurance written in the name of the Association to the condition in which the townhome unit and the other property existed immediately prior to the insured loss.

(i) The Board of Directors shall conduct insurance studies from time to time as it deems necessary, which said studies shall include a replacement cost appraisal of the townhome units located on the property as said units were originally sold by Declarants excluding from such appraisal the replacement value or cost of any improvement made by a townhome owner. Such appraisal shall be made by one or more qualified persons. In no event shall such insurance studies be conducted less than once each three calendar years. The qualifications of any such appraiser or appraisers shall be determined by the Board of Directors of the Association; and any such determination made by the Board as to the qualifications of any appraiser or appraisers shall be conclusively presumed to be binding upon all Association members and any other party in interest.

(j) The Board of Directors or its duly authorized agents shall be required to make a concerted effort to secure insurance policies that will provide for the following: (1) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its duly authorized agents, the owners, and their respective servants, agents, and guests; (2) a waiver by the insurer of its right to repair or reconstruct instead of paying cash; (3) that the master policy on the property cannot be cancelled, invalidated, or suspended on account of any one or more individual owners without a prior demand in writing delivered to the Association and a reasonable time within which to cure any defect made the basis of any such cancellation, invalidation, or suspension; (4) that the master policy on the property cannot be cancelled, invalidated or suspended on account of the conduct of any Director, officer, or



employee of the Association or its duly authorized agent or any owner without a prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its agent, owner, or mortgagee; and (5) that any "not other insurance" clause in the master policy exclude individual owner's policies from consideration.

All insurance policies purchased by and in the name of the Association shall provide that the proceeds covering property losses shall be paid over to the Board of Directors of the Association or a corporate trustee to be named by the Association, which said corporate trustee shall be a national banking association in Tuscaloosa County, Alabama, having trust powers. The Board of Directors as such trustee or the corporate trustee is hereinafter referred to as the insurance trustee. Any corporate trustee selected by the Board of Directors to receive proceeds shall not be liable for the payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. Nor shall any corporate insurance trustee have any obligation to inspect the property to determine whether a loss has been sustained or to file any claim or claims against any insurer or any other person.

The duty of the insurance trustee shall be to receive such proceeds as are paid to it and to hold such proceeds in trust for the benefit of the townhome owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the insurance trustee. An undivided share of such proceeds on account of damage or destruction to the common area or the limited common area shall be earmarked for the townhome owners in accordance with their respective interest in the Association. Proceeds on account of damage or destruction to townhomes shall be earmarked for the townhome owners of the damaged or destroyed home in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such townhome owner. In the event that a mortgagee endorsement has been issued as to any particular townhome, the share of such townhome owner shall be held in trust for such townhome owner and his mortgagee as their interests may appear.

Proceeds of insurance policies received by the insurance trustee shall be disbursed as follows:

(1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, all expenses of the insurance trustee shall be first paid and the remaining proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs shall be disbursed to the beneficial owners, remittances to townhome owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a townhome and may be enforced by any such mortgagee.

(2) If it is determined as hereinafter provided that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed to such person as hereinafter provided in Section 12.

(3) Any and all disbursements of funds, whether such funds consist of insurance proceeds, special assessments, sales proceeds, or any combination thereof, to be made by the insurance trustee for any purpose whatsoever shall be made pursuant to and in accordance with a certificate of the Association signed by the President or Vice President and attested by the Secretary setting forth whether or not the damage or destruction is to be repaired or reconstructed and whether the damage or destruction was to the common area, limited common area, or one or more townhomes or both. If the damage or destruction is not to be repaired or reconstructed, said certificate shall direct that disbursements be made by the insurance trustee as provided in Section 12(c).

If the damage or destruction is to the common area and limited common area and is to be repaired or reconstructed, said certificate shall also be signed by and on behalf of all mortgagees known by the insurance trustee to have a lien upon such common area and limited common area and may direct that disbursements be made by the insurance trustee to those persons or in such amounts as may be specified therein or, in the alternative, said certificates may authorize the insurance trustee to make disbursements upon and pursuant to such written authorizations as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction.

If the damage or destruction is to one or more townhomes and is to be repaired or reconstructed, said certificate shall also be signed by or on behalf of all mortgagees, if any, known by the insurance trustee to have an interest in or lien upon such townhome and may direct that disbursements be made by the insurance trustee to those





persons and in such amounts as may be specified therein or, in the alternative, said certificate may authorize the insurance trustee to make disbursements upon and pursuant to such written authorizations as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction.

The insurance trustee shall not incur any liability to any owner, mortgagee, or other person for any disbursements made by it pursuant to and in accordance with any such certificates or written authorizations.

The Board of Directors shall have the authority to also obtain Directors liability insurance and the premiums for such coverage shall be a common expense to be paid by the Association.

(k) Notwithstanding any other provisions of this amendment or of the original Declarations, the applicable deductible provided by the Association's insurance policy shall be paid by the townhome owner of the home for which an insurance claim is made and if more than one townhome is damaged as a result of one insured loss, then the deductible shall be paid pro rata by the townhome owners of the damaged homes.

NOW, THEREFORE, the undersigned owners do hereby declare that Article Ten Section 3 is replaced in its entirety with the following:

Section 3.      Amendment.      The Covenants and restrictions of the original Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time thereafter by an instrument signed by the President or Vice President and attested by the Secretary certifying that the Amendment was passed by a vote of the owners of not less than two-thirds (2/3) of the lots. Any such amendment must be recorded in the Office of the Probate Judge of Tuscaloosa County, Alabama.

(SIGNATURE PAGES SHALL FOLLOW)

