

Amendment to Silver Acres Restrictive Covenants

The Silver Acres Restrictive Covenants were recorded in Real Property Book 5155 Pages 1312-1315 Mobile County Probate Court. According to article # 14 of said covenants Power Partnership, L.L.C. reserves the right to modify and amend article # 2 extending the architectural committee approval requirement for another 10 years expiring January 1, 2020. Plan approval must be obtained from Architectural Committee before any construction can take place on any lot.



Paul S. Powers as
Manager of Power Partnership, L.L.C.
Member of Silver Acres
Architectural Committee

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, do hereby certify that Paul Smith Powers, as Manager of Power Partnership LLC, an Alabama Limited Liability Corporation, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he executed the same voluntarily, and with full authority to do so, for, and as the act of said limited liability corporation on the day the same bears date.

Given under my hand and official seal of office on this the 1st day of June, 2009.

State of Alabama-Mobile County
I certify this instrument was filed on:
June 3, 2009 @ 4:38:08 PM
S.R. FEE \$2.00
RECORDING FEES \$3.50
TOTAL AMOUNT \$5.50

2009034113

Don Davis, Judge of Probate


Notary Public

ASHLEY N. DEESE
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES 09-27-2011

11.00
2.50
13.00

SILVER ACRES, UNIT I
RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this 1st day of April, 2002, by Power Partnership LLC, hereinafter sometimes referred to as the "Declarant".

WITNESSETH:

WHEREAS, the undersigned is the record title holder of the real property in the County of Mobile, Alabama, and described as follows:

Silver Acres, Unit I, as per plat recorded in Map Book 95, Page 5 of the records in the Office of the Judge of Probate Court of Mobile, County, Alabama.

WHEREAS, the undersigned is desirous of placing certain restrictions, conditions and reservations (hereinafter collectively referred to as "restrictions") upon the above described property in accordance with a general scheme or plan in order (a) to protect the owners of each lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve, as far as possible, the natural beauty of each lot, (c) to insure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on said lots, (d) to insure proper build setbacks from street and lot lines, (e) to provide adequate free space between structures, and (f) in general, to assure the best and most appropriate development and improvement of the subdivision and each lot thereon;

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall insure to the benefit of each other thereof.

1. **RESIDENTIAL USE ONLY:** All lots in the subdivision shall be known and described as residential lots, and no lot may be used for anything other than residential purposes, unless the declarant allows for commercial use through a written document recorded in probate records of Mobile County. Mobile homes shall specifically be permitted on residential lots, but must have a minimum width of 14 feet, and the exterior shall be in excellent condition, that is, it shall not be dented, have broken windows, or need to be painted. Mobile homes must be manufactured not more than 7 years from the date moved out on the land. Smaller or older mobile homes may be permitted only with written permission by a member of Power Partnership LLC, or upon a vote of the owners of 60% of the lots in the subdivision. All mobile homes shall be skirted no later than within 60 days after being placed on the lot, the skirting to be of material comparable to the siding of mobile home, and extend from the floor level of the mobile home to the ground. No house may be constructed with less than 1,200 square feet of living area, and must be completed within 12 months after commencement of construction.

2. **ARCHITECTURAL COMMITTEE:** No building shall be erected, placed or altered on any lot in the subdivision until each of the following shall be approved in writing by an Architectural Committee composed of Melissa Coffey and Paul Smith Powers or by a representative of the members of said Committee. No construction of placement of a mobile home on a lot may be had until the plan for the same has requirement is waived by the Committee. Approval shall be based on conformity and harmony in the subdivision, and on compliance with all requirements of these restrictions.

In the event of death or resignation of a member of the Architectural Committee, remaining member or members shall have full authority to appoint a successor member and to approve, disapprove or waive according to the provisions of this Section. Neither the members of such committee, nor its designated representative, shall be

entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its designated representative, shall cease on and after January 1, 2010. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. **RELEASE OF LIABILITY:** Neither the Developer, the Declarants, the Committee or Association, its employees, agents or assigns, shall be liable to any lot owner(s) in SILVER ACRES, UNIT I, for (i) the manner in which it or they exercise or for it or their failure or refusal to exercise any right or authority herein granted to them, whether discretionary or not; (ii) for the failure or refusal of any lot owner or comply with any of the provisions hereof; or (iii) the failure or refusal of the Developer, Declarants, Committee or the Association to enforce any of the provisions hereof against any lot owner, his or her builder, agent or assigns.

4. **RESUBDIVISION:** Except as hereinafter provided, no lots in the subdivision may be resubdivided. A resubdivision may be had upon approval of the owners of no less than sixty (60%) percent of the lots in the subdivision by an officer of Powers Investments Inc.

5. **COMMON AREAS:** Shall mean any and all property (including the improvements thereto) shown on the plat as common are or deed by Declarant to the Association for the common use and enjoyment of the owners, and all roads used in ingress and egress to any of the lots, whether owned by the Association or not.

6. **OFFENSIVE ACTIVITIES, ETC.:** No trade or business activity of any kind shall be carried on upon any residential lot, nor shall any noxious or offensive activity be done thereon which shall be or become an annoyance or nuisance to the neighborhood. No outside clothes lines shall be permitted in the subdivision unless screened in such manner as not to be visible from adjacent lots or streets.

7. **TRAILERS, ETC.:** No trailer, tent, shacks, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence, except as set forth by this paragraph. No campers and/or trailers may be kept on the premises unless kept within a fully enclosed garage or under a carport not visible from any street. No boat 25 feet in length, or larger may be kept on the premises and all smaller boats must be kept on trailers in the rear yard not visible from any street, or within a garage or carport not visible from any street. Any metal building on residential lots must be on the rear of the property, and any satellite dish is to be placed in the rear portion of the property.

8. **ANIMALS:** Dogs, cats and other domesticated animals, not to exceed four (4), of which there shall be no more than two (2) dogs, may be kept by each lot owner, provided they are not kept, bred or maintained for any commercial purpose or use, and are not a nuisance, annoyance or danger to the neighborhood. No other animal or fowl shall be kept or maintained on any part of said property except for not more than a total of 5 horses or cattle on lots 2 acres or larger. Exceptions only with written permission of the Declarant.

9. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** No lot shall be used as a dumping ground for rubbish or for storage of abandoned, junk, and inoperable vehicles. Inoperable vehicles may be towed away at lot purchasers expense. Excess trash may be cleaned up at lot purchasers expense after given formal notice by U S Mail. All debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition. All yards are expected to be free from excess debris and maintained in good condition.

10. **SIGNS:** No sign of any kind shall be displayed to public view on any residential lot except one professionally lettered sign not more than four (4) square feet in size, which may advertise the property for sale or rent; except during the construction

period, an additional sign may be erected by the builder and a security service sign shall also be allowed when applicable.

11. EASEMENTS AND ROAD MAINTENANCE: All easements shown on the record plat of the subdivision are hereby adopted as a part of these restrictions and all lots in the subdivision shall be subject to such easements. The Declarant reserves unto himself and his successors and assigns the benefit of said easements, but the Declarant expressly disclaims all obligations to construct, expand, improve, install, maintain, repair, and replace power, gas, sewer, telephone, and other utility line, equipment and facilities and drainage ditches and facilities, in, on, over, and under the streets and roads and easements shown on the recorded plat of the subdivision, and any other publicly dedicated right-of-way. Declarant expressly disclaims all obligation to construct, expand, improve, install, operate, maintain, repair and replace streets, roads, lights, walls, fences, shrubbery, bushes, trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any. The Declarant reserves the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate of convenient therewith.

12. DRIVEWAYS: All pipes for driveways on private roads must be approved in writing by the Architectural Committee or upon an affirmative vote of the owners of sixty (60%) percent of the lots in the subdivision to ensure proper length and width. All pipes for driveways shall be furnished at the expense of the buyer. If property fronts public roads then all driveway pipes must be approved by the County Public Roads Department.

13. FENCES: No wire fence shall be allowed on any residential lot within seventy-five (75) feet from the front of the lot line (front of the lot line shall be that portion facing a public or private road), except for a manufactured chainlink fence, installed by a license fence builder. Any chainlink fences may be used at any place on the lot, including within seventy-five (75) feet of the front lot line. After 75 feet, from front of the lot line, any fencing is allowed.

14. AMENDMENT OR MODIFICATION OF RESTRICTIONS: Any or all of the restrictions or requirements hereinabove set forth may be amended, or modified at any time by an instrument executed by the owners of not less than seventy-five (75%) percent of the lots in said subdivision, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the records of the Judge of Probate of Mobile County, Alabama. Additionally, Power Partnership LLC. reserves the right to amend or modify any or all of the restrictions or requirements herein through a written document executed by any member of Power Partnership LLC. and filed for record in the records of the Judge of Probate of Mobile County, Alabama.

15. TERM: The restrictive covenants stated herein, subject to amendment or modification as herein provided, shall run with the land and shall be binding on all owners, and upon all parties and persons claiming under or through them, for a period of 10 years following the date of adoption stated hereinabove. These restrictive covenants shall automatically be extended for successive periods of ten years unless an instrument is revoked by a document recorded in the records of the office of the Judge of Probate of Mobile County, Alabama reflecting the signatures of a majority of the then owners.

16. DECLARANT: All references herein to Power Partnership LLC. shall expressly include the heirs, successors and assigns of each of them.

17. VIOLATIONS: Except as provided herein, any violation of these covenants shall not act as a cloud upon the title of the property concerned.

18. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for any member of the Subdivision association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction, either to prevent him or them from so doing or to recover damages for such violation.

19. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall be and remain in full force and effect.

IN WITNESS WHEREOF, Paul Smith Powers, Manager of Power Partnership LLC., has caused this instrument to be duly executed by him on the date set out in the acknowledgment below.

Paul Smith Powers,
Manager of Power Partnership LLC.

By: 

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, do hereby certify that Paul Smith Powers, as Manager of Power Partnership LLC, an Alabama Limited Liability Corporation, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said conveyance, he executed the same voluntarily, and with full authority to do so, for, and as the act of said limited liability corporation on the day the same bears date.

Given under my hand and official seal of office on this the 1st day of April, 2002.


Notary Public
My Commission Expires: April 18, 2006 (SEAL)

This Instrument Prepared By:
Power Partnership LLC.
An Alabama Limited Liability Corporation
3933 Moffett Road
Mobile, Al 36618
(334) 342-0600

State of Alabama - Mobile County
I certify this instrument was filed on:

Mon, May-06-2002 @ 9:54:37AM
RECORDING FEE 11.00
S. R. FEE 2.00
TOTAL AMOUNT \$13.00