

STATE OF ALABAMA
COUNTY OF MOBILE

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

FOR

THE GROVE WEST 1st ADDITION

Developer desires to amend the Covenants recorded in Instrument # 2026022392 to make minor adjustments and correct typographical errors.

KNOW ALL PERSONS BY THESE PRESENTS, that this Declaration of Restrictions and Covenants is made, adopted, published and declared this the 20th day of April, 2026 by Powers Investments LLC, An Alabama Limited Liability Company, hereinafter sometimes referred to as “Developer”;

WITNESSETH:

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

The Grove West 1st Addition, as per plat recorded in Instrument # 2026022390 on April 20th, 2026, in the office of the Judge of Probate of Mobile County, Alabama.

WHEREAS, Developer 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 practicable, 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 building 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, improvement and maintenance of the subdivision and each lot therein:

NOW, THEREFORE, Developer does hereby impose the following protective restrictions:

1. RESIDENTIAL USE: Residential Houses, Manufactured Homes, shall be permitted on residential lots, but Manufactured Homes shall not be more than twenty-five (25) years old from the date moved out on land. Only 1 primary residence of a site-built house or manufactured home is allowed per lot, one (1) additional secondary dwelling unit (Accessory Dwelling Unit), which shall be smaller in size than the primary residence and shall comply with all applicable zoning regulations will be allowed. Recreational vehicles shall not be allowed onsite without written approval from the Developer. Minimal residential house size will be 800 sf of heated and cooled area.

2. BUILDING HOME LOCATION: Front setbacks shall be thirty-five feet (35’) as shown on recorded plat. Side and rear setbacks shall be as shown on recorded plat. There shall be no deviation from

setbacks as shown on recorded plat without written approval from Developer or Architectural Committee. For the Purpose of this covenant, eaves and steps shall be considered as part of a building;

3. OFFENSIVE ACTIVITIES, ETC.: No trade or business activity of any kind shall be Conducted on or upon any lot or in any dwelling without written approval from the Developer, nor shall obnoxious or offensive activity be done thereon which shall be or become any annoyance or nuisance to the neighborhood. No structure, including fences, shall be erected so as to channel water on an adjacent lot; nor shall any Lot Owner alter the topography or elevation of a lot and cause a change in the directional flow and/or quantity of drainage water from the original subdivision engineering design approved by the County Engineering Department of Mobile. No inoperable vehicles, car parts/tires, allowed on any lot unless in a fully enclosed garage.

4. DRIVEWAYS : No driveway should channel water or change existing natural water flow. All driveway access must be installed by Mobile County Road and Bridge Department, and any costs for driveway will be at the owner's expense.

5. NO HANGING OF ITEMS: No clotheslines, clothes, sheets, blankets, towels, laundry, flags or other decorative items or other articles shall be hung out or exposed on any portion of a lot unless behind a 6-foot privacy screening fence. Notwithstanding the foregoing, each Owner may exhibit or display on such Owner's Lot a current flag of the United States that is not in excess of that which is permitted by Section 35-1-5 of the Alabama Code (1975), as the same may be altered, amended, and/or replaced from time-to-time hereafter, and on a pole that does not extend beyond the highest point on the roof of such Owner's Home.

6. YARDS: All yards must be maintained in a manner that promotes a neat appearance free from excess clutter, yard toys, and debris. Yard and landscaping must be maintained by weeding and trimming. Swimming pools are only allowed behind a 6' privacy fence in the rear of dwelling.

7. COMPLIANCE WITH LAW: In all cases, each Owner shall comply in all respects with all applicable laws, rules and regulations (including, without limitation, applicable zoning ordinances) promulgated by any governmental authority having jurisdiction over the Lots and the Common Area.

8. FIREARMS: Display or discharge of firearms or fireworks on any lot or common area is prohibited.

9. TYPE AND SIZE OF ADDITIONAL STRUCTURES: All detached buildings, including storage, utility, and/or pump houses will be located to the rear of the residence.

No fuel storage containers of any type shall be permitted above the finished grade and any ancillary lines from the container to any structure of appurtenance will also be buried beneath finished grade.

All dwellings must be completed within twelve (12) months from the issuance date of the building permit from the County of Mobile, unless waived by written approval of the Developer.

10. GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT: No lot shall be used as a dumping ground for rubbish and all debris and trash from clearing or construction must be placed in

sanitary container or disposed of promptly. Each Lot Owner must maintain active garbage collection service and remove garbage containers from street within 24 hours of pickup. No burn barrels or incinerators are allowed. No burning of household garbage allowed. Containers for the temporary storage of disposal must be screened from frontal view. Burning of yard or lot clearing debris is strongly discouraged and not allowed without County Burn Permit and expressly not allowed during summer or dry months.

11. EASEMENTS: All easements shown on the recorded plat of the subdivision are hereby adopted as part of these restrictions and all lots in the subdivision shall be subject to such easements. The undersigned Developer and also the property owner's association of the subdivision reserves unto itself and its successors and assigns the right and easement, but not the obligation, to construct, install, maintain, repair and replace detention ponds, berms and drainage ditches on the recorded plat of the subdivision, and to construct, maintain, repair and replace detention ponds, berms and drainage easement and the undersigned reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith for repairs as needed.

12. TRAILERS, RVS, ETC.: Unless specifically allowed by Developer or the Architectural Committee in writing, no trailer, RV, camper, motor home, tent, shack, garage, barn, or other outbuilding erected or placed on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Motor homes, RVs, Campers, ATVs, Motorcycles, and/or boat trailers which are approved by the Developer may be stored on the premises only if kept behind a 6-foot screening fence, approved shrubbery, or in a barn or lean-to. No boat over thirty-two (32) feet in length may be kept on the premises and all boats must be kept on trailers on the rear yard behind a 6' privacy fence, not visible from any public street.

13. COMPLIANCE WITH ADEM REQUIREMENTS PRIOR TO AND DURING CONSTRUCTION: The Lot Owner shall be responsible for any compliance with the provisions of the ADEM Storm Water Permit (NPDES) applicable to construction relating to the lot, specifically including the installation of all necessary erosion control items including but not limited to hay bale sediment barriers, silt fencing, temporary construction (stone surfaced) entrances, and all other required Best Management Practices designed to prevent the diversion, overflow, or by-pass of silt, sediment or soil or debris laden storm runoff beyond the limits of said lot. Within thirty (30) days of the initial clearing of any lot, the owner of said lot shall mulch and seed the lot in a manner that will provide a ground cover pending the final sodding required by Paragraph 12. If the Lot Owner is fined or cited for violation by ADEM due to the non-performance of this covenant, the Lot Owner shall pay all fines, indemnify and hold harmless the Developer from all cost and expense related thereto The Lot Owner shall be responsible for ensuring that builders and subcontractors do not track mud onto roadways or drainage areas, and shall be responsible for removal if such occurs.

14. INDIVIDUAL INSURANCE: By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner acknowledges that the Association shall have no obligation to insure individual lots or structures. However, the Association may, but is not required to, maintain insurance coverage for common areas. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall assumes all risk of carrying full liability to obtain any and all-risk casualty insurance on the Lot and all structures constructed thereon and a liability policy covering damage or injury occurring on a Lot.

15. PROPERTY OWNERS' ASSOCIATION: There has been formed a property owners association which has been incorporated, which is The Grove West 1st Addition Property Owners Association ("POA") The POA shall have all responsibility for upkeep, and expenses connected therewith, regarding the continuing maintenance and beautification of all common areas, including but not limited to landscaping, detention ponds, drainage, easements, ditches, berms, lighting, decorative fences, shrubs, etc. The POA shall also be responsible, to the extent not otherwise provided by state and local governments, to maintain, repair and replace drainage easements, related structures, and common areas, or easements. Each of the undersigned, Developer and future Lot Owner, are and shall be members of the Association, and bind themselves and their respective heirs, personal representatives, successors and assigns to pay to the association an annual general assessment or charge as herein described. Such assessment, together with interest thereon, and the cost of collection thereof, shall be a charge and lien on each lot and shall be continuing lien of the lot against which each such assessment becomes due. The Developer shall be exempt from any payment of POA dues or assessments on Developer owned lots or lots acquired by foreclosure or repossession. Developer may choose to make donations to POA but is in no way obligated to do so. Each property shall allow for access to common area easements, detention ponds, berms and ditches if POA needs to do repairs.

The first annual general assessment of \$175.00 per lot shall be paid in advance on the day the sale of the lot takes place and the title transfers to new owner, and then January 1st each succeeding year thereafter. The Property Owner's Association at their first and subsequent annual meetings shall have the right to collect annual assessments on a pro-rated basis to establish an annual payment date for all Lot Owners. Each subdivision lot will be assessed the same amount. Owners of contiguous lots that are not used as a residence may pay 50% of POA general annual assessment as long as lot is unoccupied.

The general assessment levied by the Association annually will be used exclusively for the use, maintenance and operation of the areas and things described above, in Article 11, and such other expenses related thereto, including, but not limited to, utility bills and landscaping expenses.

Each lot in the subdivision shall represent one vote. If a lot is owned by more than one person, only one vote may be cast. If one person owns more than one lot in the subdivision, such person shall have a vote for each lot.

The Directors of the Association shall, by a majority vote, recommend the amount of annual assessment and shall submit the same to the Lot Owners for approval. If the amount recommended does not exceed a total annual assessment of \$250.00, such recommendation will become effective upon the affirmative vote of a majority of the Lot Owners. If the amount recommended exceeds a total annual assessment of \$250.00, then an affirmative vote of 75% of the Lot Owners shall be required to establish such an increase. If the recommended annual assessment is not adopted prior to January 1st of any year, then the annual assessment shall remain for that year the same as the previous year.

The lien for unpaid assessments shall be effective from and after the time of recording a claim of lien in the Office of the Judge of Probate of Mobile County, Alabama. The claim of lien shall describe the lot, the name of the Lot Owner, and shall specify the amount of the claim and the period covered thereby. POA shall release lien upon Developer foreclosure or Developer repossession of a lot. Lien shall become void upon Developer foreclosure or developer repossession of a lot and Developer shall not be responsible for previous years dues, interest, or late fees.

Upon full payment of all amounts secured by the lien the party making payment shall be entitled to a recordable satisfaction of lien.

Upon and voluntary conveyance of a lot, the Grantor and the Grantee of such lot shall be jointly and severally liable for all unpaid assessments pertaining to such lot, duly made by the Association of accrued up to the date of such conveyance, without prejudice to the right of the Grantee to recover from the Grantor any amounts paid by the Grantee, but the Grantee shall be exclusively liable for those accruing while he is the Lot Owner.

Any Lot Owner or any purchaser of a lot prior to completion of a voluntary sale, may require from the Association a certification showing the number of unpaid assessments pertaining to such lot, and the Association shall provide such certification within (15) days after request therefore. The holder of a mortgage or other lien on any lot may request a similar certificate with respect to such lot. Any person other than the Lot Owner at the time of issuance of any such certificate, who relies upon such certificate, shall be limited to the amount set forth in such certificate.

If the total assessment is not paid within thirty (30) days after the due date, then there shall be added thereto:

- (i) A late payment charge of \$10.00; and
- (ii) The balance remaining due shall bear interest from the due date at the rate of ten (10%) percent per annum.

The association may bring an action at law against the owner personally obligated to pay the same or may foreclose the lien created against the property by the terms of this document, in accordance with the statutory provisions of the laws of Alabama then in effect for the foreclosure of a mortgage. A money judgment for unpaid assessments may be taken without waiving the lien securing the same.

16. DETENTION AREA MAINTENANCE PLAN: The Association and each Owner shall at all times comply with the terms and conditions of the Detention Area Maintenance Plan set forth on Exhibit "A" attached hereto (the "Detention Area Maintenance Area"). In the event of any conflict of terms in this Declaration, the Bylaws, the Articles, and the Detention Area Maintenance Plan, the terms and conditions of the Detention Area Maintenance Plan shall control in all aspects.

17. MANAGEMENT OF DETENTION AREA AND PRIVATE STORMWATER INFRASTRUCTURE FACILITIES: The Association shall be responsible for maintaining and repairing the detention area and private stormwater infrastructure and any and all stormwater management facilities (collectively, the "Detention Area and Stormwater Facilities") as shown on the Plat of the Subdivision. This responsibility shall be a covenant that runs with the land and is enforceable by any person, Owner, or other entity damaged by the Association's failure to maintain the Detention Area and Stormwater Facilities. In the event that the Association is dissolved or becomes inactive, the Owners shall bear responsibility for compliance with the Detention Area Maintenance Plan and the requirements set forth in this Article. In no way limiting the foregoing, the Association shall remain in compliance with any and all reporting or other requirements of Mobile County, Alabama, with respect to the Detention Area and Stormwater Facilities. Drainage easements, berms, detention and drainage plans are recorded on the plat of The Grove West 1st Addition and must not be tampered with, altered or removed by the Lot Owner unless a revised detention and drainage plan is approved by Mobile County Engineering Department.

18. ANNUAL REPORTING: Each year, the Detention Area and Stormwater Facilities, the

Association or any other owner of the Detention Area and Stormwater Facilities shall submit to Mobile County, Alabama an update to the maintenance plan with a qualified professional's statement affirming the current operation of the Detention Area and Stormwater Facilities related to the initial and ongoing purpose of the same. If any deficiency exists, the statement shall describe the corrective actions and the schedule for completing these actions. A permit may be required for these improvements.

19. No lot shall be conveyed, devised, leased or demised at any time hereafter except as being subject to the covenants, terms, conditions, restrictions, and limitations, herein contained, and the obligation to observe and perform the same; and whether or not it be so expressed in the deeds or other instrument of conveyance of the property, the same shall be absolutely subject to the covenants, terms, conditions, restrictions and limitations herein contained, which shall run with and be appurtenant to the land and every part thereof, as fully as if expressly contained in proper and obligatory covenants or conditions in each and every contract and conveyance of, or concerning any part of the land or the improvements to be made thereon.

20. Each property owner and future property owner acknowledges that the Mobile area is subject to approximately 60 inches plus of rain per year and hence this Subdivision and each lot therein is subject to heavy rainfall and surface waters flowing across said lots as a result of such rainfall. Each future owner or owners of any lot in THE GROVE WEST 1st ADDITION acknowledges that the Developer has complied with all subdivision requirements of the County of Mobile. Each property owner understands that they will be responsible for individual lot grading, landscaping, and erosion control and agrees to release, indemnify, and hold harmless the Developer and its Realtors from any water drainage from street or adjoining property onto their lot.

Each property owner must covenant that the maintenance responsibility will run with the land and is enforceable by any person or entity damaged by an owner's failure to maintain such facilities. Where the maintenance responsibility is vested in the property owner's association, articles of incorporation for such property owner's association must be submitted to the County which must state that such association has perpetual maintenance responsibility for any such storm water detention facilities and easements, and that such maintenance responsibility constitutes a covenant that will run with the land and is enforceable by any person or entity damaged by an owner's failure to maintain such facilities. Such signed acknowledgments and articles of incorporation must be recorded with the Judge of Probate of Mobile County and the recording data should be referenced on the site plan.

Each year after initial submission of a plan for maintenance, immediately upon any change in common area easement ownership, or prior to further development, the common area owner of the Site's storm water detention facilities shall submit to Mobile County Engineering Department an update to the maintenance plan with a qualified professional's statement affirming the current operation of the facilities related to the initial and ongoing intended purpose. If any deficiency exists, the statement shall describe the corrective actions and the schedule for completing these actions and an application for a new permit may be required.

SEE EXHIBIT "A" (Attached)

Each owner or future Lot Owner of any lot in THE GROVE WEST 1st ADDITION, by the acceptance of a deed subject to these restrictions, does herewith concur, consent and agree that the

Developer's compliance with such subdivision requirements constitutes the exercise of reasonable care.

21. Should any future owner or owners of any lot or lots within THE GROVE WEST 1ST ADDITION or any of their heirs, executors, administrators or assigns, violate or attempt to violate any of covenants, terms, conditions, restrictions, and/or limitations herein contained, any person or persons owning any real property situated in said Subdivision may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same, to prevent such person or persons from so doing, or to recover damages for such violations or attempted violations.

22. The Developer herein expressly reserves unto itself the sole and unilateral right to amend, modify, change, cancel or annul such covenants, limitations and restrictions in whole or in part, at any time during the term of same as existing, or as may be amended, modified, changed, cancelled or annulled in accordance with the foregoing reservation. Such action on the part of the Developer is to be evidenced by an instrument executed by a duly authorized agent of Developer and recorded in the office of the Judge of Probate, Mobile County, Alabama.

It is reserved and stipulated herein that such actions may be taken by Developer in accordance with the foregoing authority and power, may result in any, all or part of any covenant, restriction or limitation as existing or as may be amended or changed, being either more or less restrictive or burdensome than the foregoing covenants, restrictions or limitations contained herein.

No action on the part of the Developer pursued in accordance with the foregoing reserved authority shall place an additional restriction or limitation on a specific lot previously conveyed by Developer, unless the then owner of same shall consent thereto by joining in said instrument, or by execution such other instrument as will properly evidence owner's consent, the same being subsequently recorded as set forth hereinabove.

23. TERM: The foregoing restrictions shall run with the land and shall be binding on all Lot Owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance of acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until March 1st, 2046. A successive renewal of provisions herein every 10 years shall apply unless revoked by 80% of Lot Owners.

24. ENFORCEMENT: If any person or persons shall violate or attempt to violate any of the restrictions contained herein, it shall be lawful for the Developer or any party owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction and either to prevent him or them from so doing and to recover damages, which shall include a reasonable attorney's fees, for such violation. Neither the Developer nor its employees, agent or assigns or any of its partners or their representative, heirs, personal representatives, successors and assigns (jointly referred to as Developer) shall be liable to any Lot Owner or Lot Owners in THE GROVE WEST 1ST ADDITION for the manner in which the Developer exercises, or for its failure or refusal to exercise, any right or authority herein granted to Developer whether

discretionary or not; for the failure or refusal of any Lot Owner to comply with any of the provisions hereof; or the failure or refusal of the Developer to enforce any of the provisions hereof against any Lot Owner.

25. SEVERABILITY: Invalidation of any one of the covenants by judgment or court order shall in no wise effect any of the other provisions which shall be and remain in full force and effect.

26. UTILITY CONNECTIONS: Each Lot Owner must enter into a contract with utility companies for utility connections and service. All connection fees and meter fees for water, power, cable and internet are the responsibility of the Lot Owner. Each parcel will obtain an onsite septic system for sewage and all perc tests and septic tanks will be the Lot Owners' responsibility.

27. APPLICABLE LAW: The laws of the State of Alabama shall govern this Declaration. All actions or proceedings in any way, manner or respect, arising out of or from or related to this Declaration shall be litigated only in courts having situs within the county in which the Subdivision is located. Each Owner hereby consents and submits to the jurisdiction of any local, state or federal court located within said county and state and hereby waives any rights it may have to transfer or change the venue of any such litigation. The prevailing party in any litigation in connection with this Declaration shall be entitled to recover from the other party all costs and expenses, including, without limitation, fees of attorneys and paralegals, incurred by such party in connection with any such litigation.

28. EFFECT OF WAIVER OR CONSENT: A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations hereunder is not a consent or waiver to or of any breach or default in the performance by that Person of the same or any other obligations of that Person. Failure on the part of a Person to complain of any act or to declare any Person in default hereunder, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default.

29. HEADINGS: The headings and captions herein are used solely as a matter of convenience and shall not define, limit or expand any term or provision of this Declaration.

30. INTERPRETATION: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a subdivision in accordance with Alabama Law. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provision hereof.

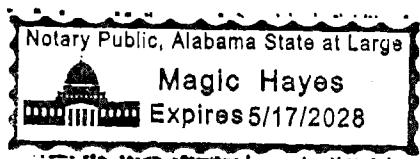
IN WITNESS WHEREOF, THE GROVE WEST 1ST ADDITION has caused this instrument to be executed in its name and on its behalf by its officers thereunto duly authorized on the date set out in the acknowledgement below.

By: 
Paul S Powers, As Member

**STATE OF ALABAMA
COUNTY OF MOBILE**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Paul S Powers, whose name as Member of Power Investments LLC, An Alabama Limited Liability Company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such member and with full authority, executed the same voluntarily, for and as the act of said Powers Investments LLC, An Alabama Limited Liability Company, on the day of the same bears date.

Given under my hand and notarial seal on April 20th, 2026.



Magic Hayes (SEAL)
NOTARY PUBLIC
My Commission Expires

EXHIBIT "A"

DETENTION POND MAINTENANCE PLAN FOR THE GROVE WEST 1ST ADDITION

Background

The Detention ponds and berms/ drainage easements are located as shown on the subdivision plat of The Grove West 1st Addition and are designed to temporarily retain stormwater to meet water drainage criteria before discharging.

Routine Maintenance

Routine maintenance will include but not be limited to:

- Occasional mowing of the bank slopes and area around the pond as needed.
- The outfall structures from the pond and other areas will be inspected annually for debris which could inhibit the proper flow of discharge. Any debris will be removed immediately and disposed of or placed in a location to prevent future maintenance and to not cause impact up or downstream of the structure.

Trash will be removed from around the pond to prevent entering the pond. Generally, the site should be kept free of loose trash which could be carried off site by wind or rain.

- Inspect the pond and outfall structures for non-routine maintenance as needed.

Periodic or Non-Routine Maintenance

The routine inspection of the pond area and discharge/outfall structures will identify as needed repairs and non-routine maintenance. These items may include but not be limited to:

- Re-growth of trees on or around the pond bank. These should be cut and removed from the pond area.
- Sediment from the site may accumulate in the pond bottom and reduce the pond to below design volume requirements. The pond should be excavated if the pond bottom elevation reached a level that allows excessive aquatic growth or reduces the pond efficiency such, that the sediments are passing the discharge structure and release off site.
- Stabilization or re-grading of side slopes may be required periodically or after excessive rain events. Any disturbance of slopes should be reseeded or may require installation of erosion control materials until seeding can reestablish adequate grasses to prevent future erosion.
- Any other maintenance or repairs which would minimize other maintenance to the pond or outfall structures.

If the pond is significantly impaired such that the pond is incapable of properly functioning to meet the county stormwater discharge requirements, the owner should notify the Qualified Certified Professional for assistance.

Inspections:

Annual inspections should be made and reported to Mobile County Engineering & Public Works Department regarding the conditions and functionality of the detention facility.