

Pebble Creek Property Owners Association, Inc.
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Directors:

Tommy Perrymon President
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Becky Newsome Director

February 3, 2020

Members of the Pebble Creek Property Owners Association, Inc.

Re: Passage and Recording of New Restated Covenants & Restrictions (C&R)

The Board of Directors is pleased to inform all property owners that an overwhelming majority of 92 Owners have approved the passage and issuance of a new set of Restated Covenants and Restrictions for our subdivision. As of February 3, 2020 the Officers of the Board of Directors have recorded the necessary documents at the Baldwin County Office of Probate Court under **Instrument #1809172**. To reduce printing and mailing cost we have attached a Recorded Probated copy of pages 1-13 for your records that list the Restated Covenants and Restrictions that are now part of your property records replacing the former Covenants and Restrictions. Pages 14 through 125 list the old C&R 887750 the amended document for Phase II section 995031 and the Attachment C 92 total signatures of the property owners exceeding the specified 2/3rd (88 signatures) requirement to amend the current C&R. You may obtain a fully copy of the Instrument from the Probate Office or Online at the Baldwin County Website.

The Board would like to thank everyone for taking part of a very important step towards the future of Pebble Creek and realizing the lifestyle and peace of the neighborhood we all come to love and enjoy.

Thank you,

Pebble Creek POA Board

FIRST AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR PEBBLE CREEK SUBDIVISION

WHEREAS, the Pebble Creek Property Owners Association, Inc., an Alabama non-profit corporation ("Association") was established by Gooden Homes, Inc., a Florida corporation by the Declaration of Covenants and Restrictions for Pebble Creek Subdivision ("Declaration"), as recorded with the Judge of Probate for Baldwin County, Alabama, Instrument Number 887750, pages 1-11, a copy of which is attached hereto as Attachment "A";

WHEREAS, the Declaration of Covenants and Restrictions for Pebble Creek Subdivision were amended to include Phase Two Development, by Instrument Number 995031, pages 1-3 recorded with the Baldwin County Judge of Probate on August 17, 2006, a copy of which is attached hereto as Attachment "B";

WHEREAS, the Association desires to restate and clarify the existing covenants and restrictions;

NOW THEREFORE, the Declaration is hereby restated and clarified as follows:

THE UNDERSIGNED, being the owners and proprietors of the properties which in the aggregate comprise that certain tract of land lying and being situated in Baldwin County, Alabama and described by metes and bounds in Attachments A & B, attached hereto and made a part hereof for all purposes (hereinafter referred to as the "Property"), do hereby restate and clarify the declaration of covenants as to limitations, restrictions and uses to which the said Property may be put, and in so doing, provide that the covenants contained herein are covenants running with the land that shall be binding upon and inure to the benefit of each and every owner of any properties described or referred to herein and their respective personal representatives, heirs, successors and assigns unless or until amended as herein provided, in the same manner as prescribed for the approval of a subdivision plat.

ARTICLE 1

Definitions

1.1 **Association** shall mean and refer to a nonprofit incorporated association of members of all Lot owners within this subdivision, embraced by this dedication, the major purpose of which is to maintain and provide common community facilities and services respecting Common Areas for the common use and enjoyment of all Lot owners and residents therein. Membership in said Association shall be automatic for each and every Lot owner therein. The name of the Association shall be Pebble Creek Property Owners Association, Inc.

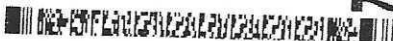
1.2 **Owner(s)** shall mean and refer to the record owner, whether one or more persons, firms or corporations, of the fee simple title to any Lot which is a part on the Property, but excluding those having such interests merely as security for the performance of an obligation.

1.3 **Property** shall mean and refer to that certain tract of real property herein above described and such additions thereto which may be brought within the scheme of this declaration.

1.4 **Lot(s)** shall mean and refer to any number of tracts(s) of land, embraced by the Plat of the Property upon which approved residential buildings and appurtenances may be built, excluding those parcels and tracts of land designated on the Plat as streets and/or Common Areas.

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 2/3/2020 9:08 AM
TOTAL \$ 385.00
125 Pages

1809172



1.5 Declarant and/or Developer The terms Declarant and Developer are used interchangeably herein and refer to the Pebble Creek Property Owners Association, Inc. The elected board of Directors is responsible for operations and oversight of the association's affairs.

1.6 Subdivision shall mean and refer to the Pebble Creek Subdivision as described in the Plat of the Property.

1.7 Common Area shall mean and refer to those areas of land so designated and embraced by the Plat of the Subdivision and any other property acquired by the Association. Common area shall also mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. Additional real property may be conveyed to the Association for the common use and enjoyment of Owners as the Property is developed.

1.8 Plat shall mean and refer to any duly recorded plat or re-plat of the Subdivision initially embraced by this Declaration as filed in the Plat Records of Baldwin County, Alabama, and showing the Lots, Easements, Streets, and other features relevant thereto.

1.9 Architectural Review Committee (ARC) shall have at least (3) members from the property owners with one member from the board as ex officio chairperson of the committee. Board members may serve as members if necessary. The committee shall have the authority as granted hereinafter to approve or disapprove, among other things, any development or redevelopment of any part of the Subdivision or Common Areas.

1.10 Streets shall mean and refer to those areas shown on the recorded plat of the Subdivision which afford vehicular and pedestrians' access and circulation to lots, Easements and the entrances to the Subdivision.

1.11 Easements shall mean and refer to the Easements designated as such on the recorded Plat of the Subdivision and intended to be devoted to the benefit and use of Owners, their guests and invitees, and by Declarant (and its successors and assigns) for drainage of surface water, fire, police and other emergency vehicular access and for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems (including water supply systems) and landscaping improvements

ARTICLE 2

General Land Usage

2.1 Lot Usage. All Lots in the Subdivision shall be used and occupied for single-family residential purposes only. No owner or other occupant shall use or occupy any Lot, or permit the same or any part thereof to be used or occupied, for any purpose other than as a private single family residence for the Owner or such Owner's tenant and their families. As used herein, the term "single family residential purposes" shall be deemed to prohibit specifically, but without limitation, the use of Lots for duplex apartments or other apartment use. Except as provided herein, no Lot shall be used or occupied for any business, commercial, trade or professional purpose.

2.2 Buildings and Other Structures. The Property Owners Association main concern is that all outbuildings fit within the current look and aesthetic appeal of the neighborhood. No trailer, mobile home, tent, shack, barn, or any other temporary or movable structure or building, other than single-family dwellings and outbuildings used in connection therewith, shall be erected, altered, placed or permitted to remain on Lots. The term "outbuildings" shall include garages, carports, and similar storage for motor vehicles, pump houses and storage sheds or other buildings for domestic animals permitted hereunder and pets, children's playhouses (one story only), guest quarters and structures of a similar nature for the convenience and pleasure of the occupants of the main dwelling and which are not incident to any commercial enterprise, business or profession. All outbuildings (specifically storage sheds or free standing carports) must be securely anchored to the ground and have a minimum wind rating of 100-110 mph or higher as required by City of Foley, AL building codes. Storage sheds may be pre-manufactured and brought onto the lots. All outbuildings shall be placed behind a fence. No more than one (1) storage building (excluding carports or garages) shall be placed on any lot. Storage buildings shall be a maximum of 200 sq feet and one story tall. All plans to build or install such structures must be approved by Architectural Review Committee prior to construction. All buildings are subject to City of Foley permits and building codes.

2.3 Nuisance. The use or discharge of firearms on any part of the Property is prohibited. No motorbikes, motorcycles, motor scooters, "go-carts," four wheelers or other similar vehicles shall be permitted to be operated on any Lot. The drying of clothes and the storage of yard equipment, pool equipment, well pumps, gas bottles and other machinery shall be hidden from public view.

No noxious, illegal or offensive activity shall be permitted upon any lot. No Soliciting or passing out or distributing propaganda or solicitation for business for work is allowed

All street parking is a City of Foley Ordinance and property owners should be aware of restrictions. No parking of vehicles on grass of lots in front yards of homes (except for repairs or maintenance of property).

Owners are allowed to conduct up to, but no more than, four (4) Garage and/or Yard Sales each calendar year as per City of Foley Ordinances. It shall be the owner's responsibility to remove all signs within twenty-four hours of the conclusion of the event.

Satellite Dish's and Antennas. Satellite dishes are allowed and such dishes may be placed in a position as to afford the best possible reception. Whenever possible the satellite dish will be placed out of view from the street. No external two way radio antennas or towers. External TV antennas should be placed out of view and not on the front of homes.

2.4 Signs. No billboards or other advertising sign shall be erected or placed on any Lot, except that any Owner may display on a Lot one (1) sign of not more than six (6) square feet to advertise the lot or any residence for sale or rent. Temporary garage or yard sale signs are permitted as long as they are removed within twenty-four hours of the conclusion of the event.

The Association may elect to place restrictive or informational signage on Common Areas.

2.5 Animals. No livestock, horse, poultry, fowl or other farm animal of any kind shall be raised, bred, or kept on any Lot. City of Foley municipal codes apply to certain restrictions. Exotic animals are prohibited and include but are not limited to, any live monkey, alligator, crocodile, cayman, raccoon, skunk, fox, bear, sea mammal, poisonous snake, member of the feline species other than the domestic cat, member of the canine species other than domestic dog, or any other animal that would require a standard of care and control greater than that required for customary household pets sold by commercial pet shops. When outdoors, all dogs shall be kept within fenced yards or leashed or under the control of their owner or other person in charge of the dog. City of Foley ordinances should be followed. The owner/person in charge is responsible to pick up any feces dropped by their dog on any common area or Lot other than their own.

2.6 Garbage, Recycle Storage Containers and Disposal. All Lots shall be kept in a healthful, sanitary and attractive condition. No Lot shall be used or maintained as a dumping ground for garbage, trash, junk or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly fitted lids, which shall be maintained in a clean and sanitary condition and be screened/hidden (Behind fence, wall, plants or other similar screening) from public view, and not left in the street or driveway for more than Twenty Four (24) hours during the day of pickup. No Lot shall be used for open storage of any material whatsoever, if such storage is visible from the street, except that new building materials used in the construction of improvements erected on any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, not exceeding one (1) year, so long as the construction progresses without unreasonable delay, until completion of the improvements, after which time such materials shall either be removed from the Lot, or stored in a suitable enclosure on the Lot. During all phases of construction of new homes and/or outbuildings or during all phases of construction involving existing homes and/or outbuildings, garbage and refuse shall be stored on the lot in such a manner as to prevent the garbage and/or refuse from leaving the lot except under approved disposal means and methods.

2.7 Minimum Lot Size. All Lots shall be conveyed as a whole except that two or more contiguous Lots may be re-subdivided into equal or lesser number of contiguous parcels provided that: (a) the square foot area of each re-subdivided parcel may not have less square foot area of the smallest lot on the Plat recorded on slide 2171D, in the Office of the Judge of Probate of Baldwin County, Alabama, and (b) the Architectural Review Committee shall approve the same. Thereafter, such re-subdivided lots shall constitute lots for purposes of this Declaration. No Lot shall be re-subdivided from the recorded plat, nor shall any single family residential building be erected or placed on any Lot having an area less than the amount shown on the recorded plat, and in these restrictions without prior approval of the Developer/Declarant.

2.8 Lot Maintenance. The Owner or occupants of all Lots at all times keep weeds and grass thereon cut in a healthful and attractive manner and shall in no event use any lot for storage of materials and equipment except for normal residential use or incident to construction of improvements thereon as herein permitted.

2.9 Owner's Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall Pass with the title to every lot or building site, subject, however, to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by members of the Association by vote of two-thirds (2/3) of the membership. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Area and facilities for the members of his family invitees, his tenants or contract purchasers who reside on the property.

2.10 Mailboxes. All mailboxes placed, erected, or constructed on any Lot or building site in the subdivision must conform in design and style to the architectural guideline established by the Pebble Creek Architectural Review Committee.

2.11 Vehicles and Streets. All off-the-road vehicles, beach buggies, boats, campers, trailers (utility, cargo and maintenance), motor homes, recreational vehicles, etc. must be parked or stored behind a minimum six (6) foot privacy fence constructed of wood or composite materials as per section 3.6 of this Restated Declaration of Covenants. No more than two (2) vehicles of any combination are allowed per lot behind a six (6) foot fence at any one time. All such vehicles must be currently licensed and registered if applicable. These vehicles may be temporarily parked in an owners' driveway for purpose of maintenance or usage but such temporary parking may not exceed 72-hours. The board maintains the discretion to grant additional time on an as needed basis.

No trucks or commercial vehicles or trailers exceeding 10,000 lbs. (GVWR) with six (6) or more wheels are allowed to be parked in the subdivision. No Wreckers or Tow Trucks, construction or farm equipment, commercial or for hire charter fishing vessels (such as but not limited to Shrimp or Crab boats), or other such motorized vehicles shall be permitted to be parked anywhere in the subdivision, including, but not limited to, lots and Common Areas, either temporarily or permanently (except for ARC approved or City of Foley permitted construction projects).

City of Foley ordinances control all aspects for parking and operation of motor vehicles on the streets in the Pebble Creek Subdivision.

No motorized equipment or vehicles shall be operated on any Common area except for approved Property Owners Association maintenance equipment and contracted service companies.

2.12 Rental Properties. No property shall be leased for a term shorter than one (1) year and in no event shall any property be leased for short-term vacation type rentals such as VRBO, or similar. No property shall be used for room boarding or other hosting rentals of any kind, such as AirBnB, or similar. It shall be the responsibility of the Owner and any rental management agency for any rental property to ensure that all renters are given a copy of the complete Restated and Clarified Declaration of Covenants for Pebble Creek and to ensure that renters comply with the Declaration. Property owners will be responsible for their tenant's violations.

ARTICLE 3

Architectural Review Committee and Architectural Control

3.1 Architectural Review Committee Members and Responsibilities. The Architectural Review Committee ("ARC") shall consist of one Ex Officio member of the board of directors of the association who shall be the chairperson and two (2) members of the property owners association (board members may serve if necessary to fill committee spots). The address of the ARC shall be the same as the address for the Association, Post Office Box 334, Foley, Alabama, 36536. The point of contact shall be the chairperson. If any member of the ARC shall resign, become deceased or otherwise unable to serve, then the remaining members shall appoint a successor to the ARC. In the event two or more members resign or are unable to serve the Board President may appoint members until the next annual election of officers.

At any time the members of the Association may removed from office by a 2/3 vote of the Members of the Association who are present in person or by any person holding the written proxy of a Member at any regular scheduled or called meeting a member of the Architectural Review Committee.

The Architectural Review Committee shall receive no compensation for services rendered and performed hereunder; provided, however, that the Architectural Review Committee shall have the right to charge a reasonable fee for the review of plans submitted in accordance with this Article and construction inspection, such fee reasonably calculated to reimburse the Architectural Review Committee only for its actual out-of-pocket expenses (including employment of professional advisors).

The Architectural Review Committee (ARC) primary function is to review, monitor and approved design or building applications as per the Declaration of Covenants & Restrictions; ensure that all properties are maintained in the manner described. They are to review and rule on any variance applications, as well as promote a compatible and harmonious relationship between properties and common areas.

The Architectural Review Committee (ARC) shall develop a Supplemental set of Architectural Guidelines of procedures, policies and acceptable standards to perform their duties. The Supplemental set of Architectural Guidelines shall be approved by a 2/3 vote of the members of the association either in person or by proxy vote at a regular scheduled or called meeting of the Association. Once approved the Supplemental set of Architectural Guidelines shall be recorded at the Baldwin County Probate Office distributed to all property owners. Any changes to the Supplemental set of Architectural Guidelines must be re-voted on by the members of the association. These guidelines are to ensure property owners that the ARC is following specific procedures in the future.

3.2 Approval of Plans A detailed plan shall be reviewed and approved in accordance with the guidelines, which this declaration authorizes the Board of Directors to establish. No building, structure, fence, wall, tennis court, swimming pool, major landscaping or other outdoor recreational facility, including lighting or other improvements, shall be commenced, erected, constructed, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the detailed plans, specifications and plot plans shall have been submitted to and approved in writing by the Architectural Review Committee.

3.3 Construction Requirements

(a) Only new construction materials (except for used decorative brick) shall be used and utilized in constructing any structures situated on a Lot.

(b) All exterior construction on the primary residential structure must be completed in accordance with approved plans not later than twelve (12) months, following commencement of construction. For the purpose here-of, the term "commencement of construction" shall be deemed to mean the date on which the building permit granted by the proper local authority. Construction halted for more than twelve (12) months, or manifestly incomplete after the termination of twelve (12) month period following the commencement of construction, or abandoned indefinitely, must be removed at the Owner's expense. Such removal shall include the deconstruction of all roofs, walls and foundations, and any remaining excavations shall be filled in and natural vegetation allowed to recover. Notwithstanding the foregoing, the Architectural Review Committee may, at its sole discretion, grant an extension in writing to such twelve (12) month period, provided that exterior construction has been diligently pursued and/or the operation of extenuating circumstances warrant such extension.

3.4 Size of Residence No residential structure erected on any Lot shall have less than sixteen hundred (1600) square feet of heated floor space, exclusive of the area of attached garages, porches, guest or servants' quarters or other appurtenances or appendages. No residential structure erected on any lot shall have a roof pitch less than 6 on 12. All residential structures must use architectural or dimensional shingles; traditional flat shingles will not be allowed.

3.5 Building Locations and Setback Unless otherwise provided for on the plat, the front building setback shall be a minimum of thirty (30) feet from the front lot line. The side building setback shall be a minimum of ten (10) feet unless otherwise specified in the plat. Rear setback for outbuildings shall be a minimum of five (5) feet. For the purposes of this Subsection 3.5, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon, or overhang any other Lot. If two or more Lots, or fractions thereof, are consolidated into one single building site, these building setbacks shall be applied to such resultant building site as if it were one original, platted lot. In no case shall a setback violate any Baldwin County or City of Foley setback requirement.

3.6 Landscaping, Walls and Fences Walls or fences constructed or erected on any Lots shall be of ornamental iron, wood (finish other than natural stain must be approved by ARC), vinyl or masonry construction. No Chain Link, Pasture or Barb wire fences are permitted. No fence shall exceed six (6) feet in height, if ground slopes the fence may follow natural contour of ground or it may be stepped or adjusted in order to keep top of fence line level. All fences should be neighbor friendly by not showing support or truss boards facing out. No wall or fence shall be constructed from the front property line to 20 foot behind the corner of the house nearest front property line. All Lots shall be grassed in the entire designated yard area by sodding, the yard shall be landscaped, over seeding is permitted for bare areas or to help fill in spots. It shall be the Owner's responsibility to maintain any landscaping, walls or fences situated on a Lot so that such improvements remain in an attractive, well-kept condition. Broken or loose fence boards and gates should be repaired or replaced and fences must be kept in good condition at all times.

3.7 Driveway and Walkway Construction All driveways shall be constructed of standard white/gray colored concrete and have a minimum width of eight (8) feet. Where curbs are required to be cut for driveway entrances, the curb shall be repaired in a neat and acceptable fashion. All driveways must be constructed in a manner that will not alter the requirements of the drainage system constructed for the Pebble Creek subdivision. All curbs must be cut before being removed to construct driveways and shall be repaired in a neat and workmanlike manner. The Architectural Review Committee must approve all driveways & walkways.

3.8 Utility Connections. All house connections for all utilities including, but not limited to, water, electricity, telephone, and television shall be run underground from the proper connecting points to the dwelling in such a manner to be acceptable to the governing utility authority, and not encroaching on other lots adjoining.

3.9 Lots on Wetland Areas, Body of Water. No Lot shall be increased in size by filling in of any wetlands, body of Water, creek or any waterway on which it may abut without appropriate governmental permits (if any are required) and prior written approval of the Architectural Review Committee.

3.10 Minimum Construction Standards and Inspections In addition to compliance with the requirements set forth under this Declaration, any and all improvements on any Lot shall comply with the standards and provision of the City of Foley, Baldwin County, and Alabama Building Code. During all phases of construction and improvements on any Lot, the Architectural Review Committee or its designated representatives may make periodic inspections for the purpose of determining compliance with the provisions of this Declaration.

3.11 Easements An easement is reserved over and across each Lot in the subdivision (except those portions on which a residential dwelling is actually constructed) for the purpose of installing, repairing, and maintaining or conveying to proper parties for the installation, repair or maintenance of electrical power for the Lots in the subdivision, and easements shown or reserved on the recorded plat of the subdivision if any, are hereby adopted as part of these restrictions.

3.12 Lot Drainage No one shall change the natural contours of the land causing undue and harmful flow of surface water drainage to adjoining property owners. These drainage patterns shall not be altered. On Lots with drainage easements, (as reflected on recorded plat) no structures, planting, or other materials including fencing, of a permanent nature, shall be placed or permitted to remain which may change the direction or flow of drainage channels in the easements, or obstruct or retard the flow of water through any such drainage channels.

3.13 Waivers By Architectural Review Committee The Architectural Review Committee shall have the right to grant variances in writing from the specific requirements of these covenants for building setbacks for both primary buildings and outbuildings and for pools, fencing, building material and eave overhangs if, by not granting the variance, the lot owner will experience, in the sole discretion of the Architectural Review Committee, an undue hardship.

ARTICLE 4

Association Creation, Membership and Rights of Members

4.1 Formation of a Homeowners Association The Declarant shall create a nonprofit corporation (Association) under the laws of the State of Alabama which shall have the power and obligation of perpetually managing and maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this subdivision. The Association shall collect assessments and make disbursements of proceeds and shall take appropriate disciplinary action concerning delinquent accounts. The Association shall be known as the Pebble Creek Property Owners Association, Inc.

4.2 Board of Directors. The affairs of the Association shall be managed by the Board of Directors.

4.3 Composition and Term of Board of Directors

The Board of Directors of the Association shall be elected for one (1) year terms by a simple majority vote of the Members of the Association who are present in person or by any person holding the written proxy of a Member at the annual meeting of Members, such election to be held and conducted in accordance with the By-Laws of the Association. Directors shall meet at least once during any twelve (12) calendar month time period. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

4.4 Association Memberships

Every owner of a Lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

4.5 Voting Classes

All Owners shall be entitled to one vote for each Lot owned. When more than one person holds interest in a Lot, all such persons shall be members of the Association. The vote for such Lot shall be exercised as determined by its Owners, but in no event shall more than one vote be cast with respect to any Lot

ARTICLE 5

**Assessment for the Maintenance and Improvements
of Common Areas & Other Services**

5.1 Creation of the Lien and Personal Obligation of Assessments. Each Lot owner of any Lot, by acceptance of a deed therefore from the Declarant, agrees to pay to the Association:

- (1) annual assessments or charges for maintenance and upkeep of Common Areas within the subdivision;
- (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided, but not prior to the deed from the Declarant. The Declarant shall at no time be responsible for the payment of any annual and special assessments or capital contributions. The annual and special assessments and capital contributions shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall be the personal obligation of the person who was the Lot owner of such property at the time when the assessment fell due.

5.2 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the subdivision and, in particular, for the improvement and maintenance of Common Areas and related facilities devoted to this purpose, including, but not limited to electrical, water, taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

5.3 Basis of Annual Assessments.

The Board of Directors of the Association, after consideration of current and projected maintenance costs and future needs of the Association, shall fix the annual assessment for each year.

5.4 Special Assessment for Capital Improvements. In addition to the annual assessments authorized by Subsection 5.3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction unexpected repair or replacement of a described capital improvement upon the Common Area including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 2/3 of those members (however, in no event may more than one vote be cast for each Lot), present (either in person or by proxy) at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5.5 Capital Funds. As part of the annual assessment review process, the Board of Directors shall establish and provide for an adequate capital reserve fund to cover unforeseen costs and expenditures relative to possible repairs, replacements, modification or improvements to capital items such as but not limited to, fencing, street lights, wiring, irrigation sprinkler lines, sprinkler heads, distribution system, holding ponds and storm water drainage systems. Extra landscape expenditures such as trees, shrubs, etc. and other items of a similar nature and character. The Capital Fund reserve cannot exceed two and half times (2.5) times the current years operating budget. The board is also restricted from inflating the operating budget in order to build capital reserve funds.

5.6 Date of Commencement of Annual Assessment Due Dates The annual assessments provided for herein shall commence as to all lots or building sites at such time as is fixed by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each lot or building site at least thirty (30) days in advance of each annual assessment period. Written notice of the first assessment and each annual assessment thereafter shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot or building site have been paid. A properly executed certificate of the Association as to the status of assessments on a lot or building site is binding upon the Association as of the date of its issuance.

5.7 Effect of Nonpayment of Assessments: Remedies of the Association Any assessment payments not paid within thirty (30) days after the due date shall accelerate the due date of the entire assessment and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The association shall have the right to charge a late fee of \$50 per month on the unpaid balance after 90 days from the due date of any assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the lot or building site. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot or building site. Each such assessment, together with interest, costs and reasonable legal fees, shall also be the personal obligation of the person(s) who is the owner of such lot at the time when the assessment becomes due.

5.8 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of the interest in any lot or building site shall not affect the assessment lien. However, the sale or transfer of the interest in any lot or building site pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot or building site from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE 6 Easements

6.1 Easement for Ingress, Egress and Utility Purposes

The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest, for drainage and utility purposes over, under and across that portion of the Plat of the subdivision designated as Common Areas. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive, perpetual easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest, for ingress and egress purposes over, under and across that portion of the Plat of the subdivision designated as streets and roads. The Association shall maintain this easement. Within this easement, no structure, planting or other material that may interfere with the use and purpose of the easement shall be placed or permitted to remain.

**ARTICLE 7
General Provisions**

7.1 Duration The covenants and restrictions of this Declaration shall run with and bind the land subject hereto, and shall inure to the benefit of and be enforceable by the Owner(s) of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for an initial term of thirty (30) years from the date hereof. During such initial term, the covenants and restrictions of this Declaration may be amended or terminated only if signed by the then owners of Lots who are entitled to cast two-thirds (2/3) of the votes in the Association in the Subdivision and properly recorded in the appropriate records of Baldwin County, Alabama. Upon expiration of said initial term, said covenants and restrictions (as amended, if amended) and the enforcement rights relative thereto, shall be automatically extended for one successive period of thirty (30) years. During such thirty-year extension period, the covenants and restrictions of this Declaration may be changed or terminated only by an instrument signed by the then owners of Lots who are entitled to cast a majority of the votes in the Association in the Subdivision and properly recorded in the appropriate records of Baldwin County, Alabama.

7.2 Enforcement The Declarant shall have the right to enforce the provisions set forth in this Declaration after issuing proper written notice of any violation to the owner. Enforcement shall be by action of law or in equity against any person or persons violating or attempting to violate any of these provisions either to restrain the violation thereof or to recover damages from such violations. The party bringing such action or suit shall be entitled to recover, in addition to costs and disbursements allowed by Law, and in the event that they are the prevailing party, such sums as the Court may adjudge to be reasonable for the services of his attorneys. Any judgment in favor of the Declarant against an Owner for attorney fees and costs resulting from enforcement of or violation of these covenants shall be a lien against the Lot(s) owned by such non-prevailing Owner, regardless of whether such Lot is the homestead of the Owner.

Each Owner agrees that in any action filed by Association seeking permanent injunction relief against an Owner for any alleged violations of the restrictive covenants, the Association shall not be required to file any bond. In no event shall a violation of these conditions, restrictions or covenants ever be interpreted to work a reverted or forfeiture of title.

7.3 Disputes Matters of dispute or disagreement between lot owners with respect to interpretation or applications of the provisions of the Declaration shall be determined by the Declarant, whose determination shall be final, binding and conclusive upon all owners and other interested parties.

Disputes shall first be submitted to the Board of Directors in writing. The Board of Directors shall be then establish a committee of seven (7) members to read or hear the dispute and make appropriate ruling to owners in writing.

Dispute committee members shall not, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce any violation of the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner.

7.4 Interpretation If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

7.5 Omissions If any punctuation, word, clause, sentence or provision necessary to give meaning, validity or effect to any other words, clause, sentence or provision appearing in the Declaration shall be omitted here from, then it is hereby declared that such omission was unintentional and that the omitted punctuation, words, clause, sentence or provision shall be supplied by inference.

7.6 Notices Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when placed in the United States mail, postage prepaid, to the last known address of the person who appears as recorded owner of a Lot in the Subdivision at the time of such mailing.

7.7 Severability Invalidation of any one or more of the covenants, restrictions, conditions or provisions contained in this Declaration, or any part thereof, shall in no manner affect any other covenants, restrictions, conditions or provisions hereof.

7.8 Mortgaging & Conveying of Common Area The common area cannot be sold for personal or private purpose of any kind. The common area may only be mortgaged or conveyed for the use and pleasure of the Subdivision as a whole, upon written consent of the Owners of at least 2/3 of the Lots.

7.9 Notice Unless otherwise expressly provided herein, the requirements of the Association to give any type of notice provided herein may be satisfied by mailing said notice, postage prepaid, to the last mailing address of the Owner as reflected on the records of the Association.

ARTICLE 8

No liability of Association

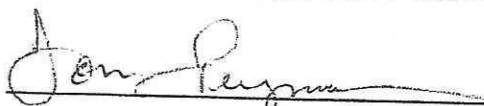
The Association, its officers and directors, the Declarant and its officers, directors, the ARC and the Architectural Review Representative or committee members, shall not, in any way or manner, be held liable to any Owner or any other person or entity for failure to enforce any violation of the restrictions, conditions, covenants, reservations, liens or charges herein contained by any Owner.

Pebble Creek Property Owners Association Inc., hereby acknowledges receiving signatures from Owners of Lots who are entitled to cast two-thirds (2/3) of the votes in the Association in the Subdivision and properly recorded in the appropriate records of Baldwin County Alabama. Signatures of Owners are in (Attachment C) for execution of this Amendment to the Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed in its corporate name, by its proper officers thereunto duly authorized this 3 day of February, 2020

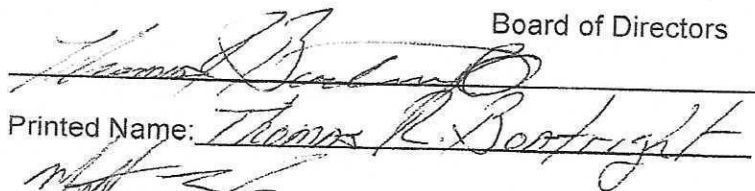
EXECUTED this 3 day of February, 2020

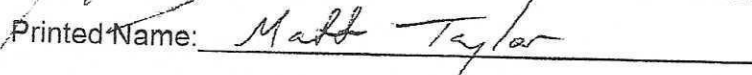
PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC.



By: Tommy Perrymon President

Board of Directors


Printed Name: Thomas R. Bortright


Printed Name: Matt Taylor

Witnesses by: Pebble Creek Property Owners Association Directors

Witness: _____

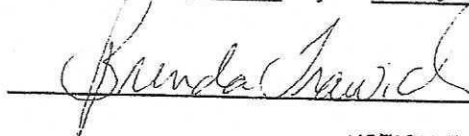
STATE OF ALABAMA

Printed Name: _____

COUNTY OF BALDWIN

Before me, the undersigned, Notary Public in and for said County and State, on this day personally appeared Tommy Perrymon, President and the Directors listed above of the Board of Directors of the Pebble Creek Property Owners Association, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this 3rd day of February, 2020

 Notary Public

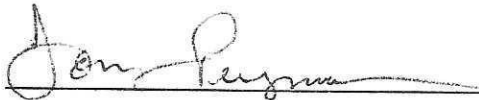
NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES: 09/13/2020
My Commission Expires: BONDED THRU RL INSURANCE COMPANY

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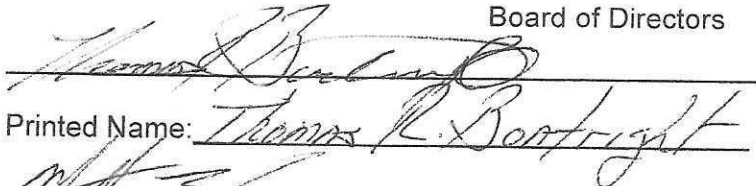
EXECUTED this 3 day of February, 2020

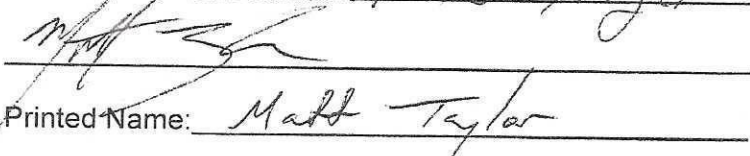
PEBBLE CREEK PROPERTY OWNERS ASSOCIATION, INC.



By: Tommy Perrymon President

Board of Directors


Printed Name: Thomas R. Doughty


Printed Name: Matt Taylor

Witnesses by: Pebble Creek Property Owners Association Directors

Witness: _____

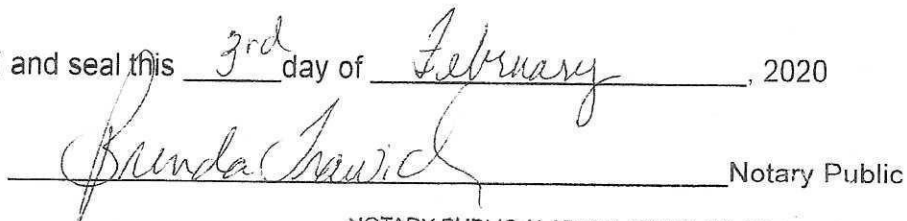
STATE OF ALABAMA

Printed Name: _____

COUNTY OF BALDWIN

Before me, the undersigned, Notary Public in and for said County and State, on this day personally appeared Tommy Perrymon, President and the Directors listed above of the Board of Directors of the Pebble Creek Property Owners Association, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same voluntarily and on the day the same bears date.

Given under my hand and seal this 3rd day of February, 2020

 Notary Public

NOTARY PUBLIC ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES: 09/13/2020
My Commission Expires: BONDED THRU RLI INSURANCE COMPANY

