

STATE OF ALABAMA  
COUNTY OF BLOUNT

123405

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Volume 338  
Page 861

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE BLUE HOLE VILLAGE OF BLOUNT SPRINGS

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE BLUE HOLE VILLAGE OF BLOUNT SPRINGS ("Amended and Restated Supplemental Declaration") is made this 6<sup>th</sup> day of June, 1991, by Blount Springs Recolonization Partners, L. P., an Alabama limited partnership ("Founder").

BACKGROUND STATEMENT

WHEREAS, on April 11, 1990, the Founder filed that certain Declaration of Protective Covenants and Easements for Blount Springs ("Declaration"), which was recorded in Volume 338, Page 813, et seq., of the public records of Blount County, Alabama; and

WHEREAS, on April 11, 1990, the Founder imposed additional covenants and easements on certain property subject to the Declaration and comprising phase one of The Blue Hole Village by the filing of that certain Supplemental Declaration of Covenants, Conditions, and Restrictions for the Blue Hole Village ("Supplemental Declaration"), which was recorded in Volume 338, Page 861, et seq., of the public records of Blount County, Alabama; and

WHEREAS, the Founder is the owner of a majority of the lots in The Blue Hole Village and, thus, is entitled to amend that instrument in accordance with its terms; and

WHEREAS, the Founder desires to amend Article IV for the purpose of clarifying the intent with regard to business uses and structures on lots, and desires to make minor clerical changes to the Supplemental Declaration;

NOW, THEREFORE, the Supplemental Declaration is hereby amended by striking it in its entirety and simultaneously substituting the following in its place:

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20.00  
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JUDGE OF PROBATE  
REC'D & FILED AS SHOWN  
U.C. FILE NUMBER 02  
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STATE OF ALABAMA  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
GETTIE SYM INDEPENDENT

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR THE BLUE HOLE VILLAGE OF BLOUNT SPRINGS

INTRODUCTION AND STATEMENT OF PURPOSE

A. On April 11, 1990, the Founder filed that certain Declaration of Protective Covenants and Easements for Blount Springs ("Declaration"), which was recorded in Volume 338, Page 813, et seq., of the public records of Blount County, Alabama.

B. The Founder is the owner of the real property described in Exhibit "A" of the Declaration ("Blue Hole Village").

C. Pursuant to the terms of Article X, Section 10.4, of the Declaration, the Founder may impose additional covenants and easements on property subject to the Declaration by filing a Supplemental Declaration setting forth such covenants and easements in the public records of Blount County, Alabama.

D. The Founder desires to impose covenants and easements on the property comprising Blue Hole Village in addition to those contained in the Declaration.

DECLARATION

Pursuant to the powers retained by the Founder under the Declaration, the Founder hereby subjects the property described on Exhibit "A" to the provisions of this Amended and Restated Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Amended and Restated Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Amended and Restated Supplemental Declaration shall be binding upon Blount Springs Association, Inc. (the "Association") in accordance with the terms of the Declaration.

ARTICLE I  
DEFINITIONS

The definitions provided in Article I of the Declaration are incorporated herein by reference.

ARTICLE II  
VILLAGE DESIGNATION

2.1 Name. All of the property described on Exhibit "A", together with any additional property which is hereafter made subject to this Amended and Restated Supplemental Declaration by amendment of Exhibit "A", shall comprise the Village within Blount Springs known as the Blue Hole Village.

2.2 Village Committee.

(a) Function. It shall be the responsibility of the Village Committee elected by the Owners within Blue Hole Village as provided below to determine the level of maintenance and the nature and extent of special services, if any, to be provided to the Owners of Lots in Blue Hole Village by the Blount Springs Association, Inc. The Village Committee may advise the Association on any other issue, but shall not have the authority to bind the Association.

(b) Election. Upon receipt of a petition signed by the Owners of at least fifty-one (51%) percent of the Lots within Blue Hole Village, the Board of Directors of Blount Springs Association, Inc. (the "Association") shall call a meeting of all Owners within the Village for the purpose of electing a Village Committee. The Village Committee shall be comprised of not less than three (3) nor more than five (5) persons, as determined by the Board of Directors, all of whom shall be Owners of Lots within Blue Hole Village. Candidates for election to the Village Committee shall be nominated from the floor at such meeting, and those candidates receiving a plurality of votes shall be elected to serve a term of one (1) year or until their successors are elected.

(c) By-Laws. The Village Committee shall elect a chairman from among its members who shall preside at its meetings and who shall be responsible for transmitting any and all communications to the Board of Directors of the Association. Annual meetings of the Village shall be called by the chairman of the Village Committee within twelve (12) months of the most recent annual meeting. The Owners of twenty-five (25%) percent of the Lots within Blue Hole Village shall constitute a quorum at any meeting of the Village. Each Owner of a Lot within Blue Hole Village shall be entitled to one (1) equal vote on any matter requiring a vote of the Owners. The provisions of the Association's By-Laws relating to election procedures, removal of directors, and meetings of the Board shall apply to the Village Committee, as appropriate, except that there shall be no requirement that the Village Committee hold regular meetings.

ARTICLE III  
MAINTENANCE

Areas identified as Village Commons on that subdivision plat recorded in Map Book 5, Pages 15a and 15b, in the Probate Office of Blount County, Alabama and all improvements thereon, shall be maintained by the Association for the exclusive benefit of the Owners of Lots in Blue Hole Village, subject to the terms of the Declaration. The cost of all maintenance performed by the Association pursuant to this Article shall be allocated among the Lots in Blue Hole Village as a Village Assessment pursuant to Article VI, Section 6.3, of the Declaration. The foregoing maintenance shall be performed consistent with the Community-Wide Standard.

ARTICLE IV  
PROTECTIVE COVENANTS

The Association, acting through its Board of Directors, and any aggrieved Owner shall have standing and the power to enforce the following protective covenants and restrictions against the Owners and occupants of Lots within Blue Hole Village in the manner provided in the Declaration.

The Association, acting through its Board of Directors, shall have authority to make and to enforce rules and regulations governing the use of the Village Commons and Lots. Such regulations and use restrictions shall be binding upon all Owners, occupants, invitees and licensees, if any, until and unless cancelled or modified by recommendation of the Village Committee and written approval of Owners holding a majority of the Class "A" votes within Blue Hole Village and the Class "B" Member, so long as such membership shall exist.

4.1. Signs. A single "for sale" or "for lease" sign shall be permitted on any Lot being offered for sale or for lease, provided it does not exceed two (2) feet by three (3) feet in size and does not stand higher than five (5) feet from the ground. No other sign of any kind, except signs erected by the Founder or its agents, shall be erected within Blue Hole Village without the prior written approval of the Board of Directors, and then subject to such restrictions on size, lettering, color and placement as the Board may impose. The Board and the Founder shall have the right to erect such signs as they, in their discretion, deem appropriate.

4.2. Parking and Prohibited Vehicles.

(a) Parking. Parking of vehicles on the Commons and on Lots shall be subject to such rules and regulations as may be adopted from time to time by the Board of Directors, which

may include, without limitation, regulations requiring certain types of vehicles, including recreational vehicles, boats and trailers, to be parked in enclosed garages, rear yards, or in other designated areas. Garage doors located on the front of any Building shall be kept closed except during entrance and exit from the garage or otherwise as may be reasonably necessary to use of the garage, but shall not be left open for extended periods of time.

(b) Prohibited Vehicles. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be parked within Blue Hole Village except within enclosed garages. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without the prior approval of the Board. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with Section 8.3 of the Declaration.

4.3. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within Blue Hole Village for commercial purposes. A reasonable number of pets shall be permitted on each Lot; however, those pets which, in the sole discretion of the Board of Directors, make objectionable noise, or endanger the health or constitute a nuisance or inconvenience to the Owners and occupants of other Lots shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board.

4.4. Quiet Enjoyment. No substance, thing, or material which emits foul or obnoxious odors or gases or which causes any noise or other condition that disturbs the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property shall be kept or operated on any Lot. No radios, televisions, and other sound devices shall be operated on any Lot at a volume that can be heard outside the Lot on which such device is located, or if operated outside of a Lot, at a volume which tends to disturb the quiet enjoyment of Blue Hole Village by other Owners and occupants. No activity shall be carried on within Blue Hole Village which, in the discretion of the Board of Directors, tends to cause embarrassment, discomfort, annoyance, or nuisance to other Owners and occupants. No plants, animals, devices or things of any sort whose activities or existence, in the discretion of the Board of Directors, is noxious, dangerous, unsightly, or unpleasant, or which tends to diminish or destroy the enjoyment of Blue Hole Village by other owners and occupants shall be maintained on any Lot. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within Blue Hole Village.

4.5. Unightly or Unkempt Conditions. Nothing shall be stored on any Lot within Blue Hole Village which will cause it to appear to be in an unclean or untidy condition. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken anywhere within Blue Hole Village.

4.6. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained anywhere within Blue Hole Village, including any Lot, without the prior written consent of the Board or its designee. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Lots, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

4.7. Garbage. All rubbish, trash, and garbage shall be stored in appropriate containers approved pursuant to Article VII of the Declaration. Location and screening of garbage containers while awaiting regular collection or disposal shall be subject to such rules and regulations as may be established by the Board of Directors. All rubbish, trash and garbage shall regularly be removed from the Lot and disposed of in such locations as may be approved by the Board of Directors.

4.8. Firearms. The discharge of firearms within Blue Hole Village is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The Association shall not be obligated to take action to prevent the discharge of firearms in violation of this Section.

4.9. Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot.

4.10. Irrigation and Wells. No private wells or sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, or other ground or surface waters within Blount Springs shall be installed, constructed or operated on any Lot by any person other than the Founder or its agents without the prior written approval of the Board. All sprinkler and irrigation systems shall be subject to approval in accordance with Article VII of the Declaration.

4.11. Tents, Trailers and Temporary Structures. Except as may be permitted by the Founder and the Review Panel during

initial construction within Blue Hole Village, no tent, utility shed, shack, trailer, mobile home or other structure of a temporary nature shall be erected or installed within Blue Hole Village; provided, the Board may permit party tents and similar temporary structures to be erected for a limited period of time for special events with its prior written approval.

4.12. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person shall dump grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances, in any drainage ditch, stream, pond or lake within Blount Springs. No person other than the Founder may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic tanks and drain fields, other than those installed by or with the written consent of the Founder, are prohibited within Blue Hole Village.

4.13. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

4.14. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article VII of the Declaration.

4.15. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on any Lot so as to be visible from neighboring property. No exterior sculpture, fountains, flags, flagpoles, birdhouses, birdbaths, other decorative embellishments or similar exterior items shall be permitted unless approved in accordance with Article VII of the Declaration.

4.16. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a Building, as determined in the sole discretion of the Review Panel pursuant to Article VII.

4.17. Lakes and Water Bodies. All lakes, ponds, and streams within Blue Hole Village shall be subject to the control of the Board of Directors and no use for purposes other than fishing, swimming and boating shall be permitted without the prior approval of the Board of Directors. The Board of Directors shall have the authority to adopt rules and regulations

regarding use of lakes, ponds and streams and associated facilities, which may include, without limitation, restrictions on type and size of boats, prohibition of internal combustion engines, restrictions on areas where swimming is permitted, fishing and boating permit requirements, fishing limits, and restrictions on hours of use. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, or streams.

4.18. Playground. Any playground or other play areas or equipment or erected within Blue Hole Village, whether furnished by the Association or otherwise, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring on or related to use of such equipment.

4.19. Business Use.

(a) No garage sale, moving sale, rummage sale or similar activity shall be conducted within Blue Hole Village without the prior written approval of the Board of Directors. The Association may designate a date on an annual or more frequent basis for the holding of such activities on a community-wide basis and prohibit all such activities except on the specified date.

(b) No trade or business may be conducted in or from any Lot without the prior approval of the Board of Directors. No trade or business shall be permitted on any Lot other than a Special Use Parcel, except in conjunction with a primary residential use of the Building constructed on such Lot; no residential use shall be required on Special Use Parcels. Business activities shall conform to all zoning regulations established by the Board of Directors and by law, if any; shall not involve door-to-door solicitation of residents of Blount Springs; shall be consistent with the residential character of Blue Hole Village and shall not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of Owners or occupants of Blue Hole Village, as may be determined in the sole discretion of the Board. The Board of Directors shall have the authority to adopt rules and regulations in the nature of zoning ordinances regulating permitted business uses on an area-by-area basis, and may require business licenses and charge a reasonable fee therefor.

4.20. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any Lot, except that up to five (5) gallons of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.



4.21. Golf Carts. No gasoline-powered golf carts shall be operated within Blue Hole Village.

4.22. Leasing. All leases on Lots shall be in writing and shall be subject to the terms of the Declaration, this Amended and Restated Supplemental Declaration, the By-Laws and the rules and regulations of the Association. All leases shall be for an initial term of no less than thirty (30) days, except with the prior written consent of the Board of Directors. The Owner shall make available to the lessee copies of the Declaration, this Amended and Restated Supplemental Declaration, the By-Laws, and the rules and regulations. "Leasing", for purposes of this Amended and Restated Supplemental Declaration, is defined as regular, exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

4.23. Laws and Ordinances. Every Owner and occupant of any Lot, their guests and invitees, shall comply with all applicable laws, statutes, ordinances and rules of federal, state and municipal governments and any violation thereof may be considered a violation of this Amended and Restated Supplemental Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

4.24. Single-Family Residences. The primary structure constructed on each Lot other than Special Use Parcels shall be a single family residential structure. Structures constructed on Special Use Parcels shall not be subject to this restriction, but shall be constructed in accordance with the provisions of Article VII of the Declaration and all applicable Codes. Nothing in this Section shall be construed to restrict use of structures on Lots consistent with the provisions of Section 19 above.

#### ARTICLE V AMENDMENTS

5.1 By the Founder. As long as the Founder owns a majority of the Lots in Blue Hole Village, it may unilaterally amend this Amended and Restated Supplemental Declaration for any purpose. Thereafter, the Founder may unilaterally amend this Amended and Restated Supplemental Declaration at any time and from time to time (a) to conform the provisions of this Amended and Restated Supplemental Declaration to the requirements of any institutional or governmental lender, purchaser, insurer, or guarantor of mortgages, or any title insurance company; (b) to clarify the Amended and Restated Supplemental Declaration's provisions or correct errors; or

(c) for the purpose of subjecting additional property to the terms of this Amended and Restated Supplemental Declaration.

5.2 By Owners. This Amended and Restated Supplemental Declaration may be amended at any time and from time to time by an instrument signed by the president or vice president and secretary of the Association, certifying approval by the Board of Directors of the Association and by the affirmative vote, written consent, or a combination, of Owners holding two-thirds (2/3) of the total votes in the Association allocated to Lots within Blue Hole Village. If an Owner consents to any amendment to this Amended and Restated Supplemental Declaration, it will be conclusively presumed that the Owner has the authority to do so, and no contrary provision in any Mortgage or contract between the Owner and any third party will affect the validity of such amendment.

5.3 Limitations. If any provision of this Amended and Restated Supplemental Declaration requires approval of a specified percentage of Owners or Mortgagees to take action thereunder, no amendment to such provision shall be effective unless approved by the same percentage vote as would be required to take action thereunder. No amendment to this Amended and Restated Supplemental Declaration which materially affects the rights or responsibilities of the Founder shall be effective without the prior written approval of the Founder.

5.4 Recording. Any amendment to this Amended and Restated Supplemental Declaration shall be effective upon recording in the public records of Blount County, Alabama.

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Supplemental Declaration of Covenants, Conditions, and Restrictions for the Blue Hole Village of Blount Springs the day and year first above written.

WITNESSES:

BLOUNT SPRINGS RECOLONIZATION PARTNERS, L. P., an Alabama limited partnership

\_\_\_\_\_

By: BLOUNT SPRINGS MANAGEMENT, INC.  
Its General Partner

\_\_\_\_\_

By: JAY TULLIS  
President

STATE OF ALABAMA

COUNTY OF Cullman

I, Connie D Jones, a notary public in and for said county in said state, hereby certify that J.L.L. Tullis, whose name as general partner of Blount Springs Recolonization Partners, L. P., an Alabama limited partnership, 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 partner and with full authority, executed the same voluntarily for and as the act of said partnership. Given under my hand and seal of office this 12 day of June, 1991.

Connie D. Jones  
Notary Public, State of Alabama  
My Commission expires: 10-2-94

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EXHIBIT "A"

Blue Hole Village

Phase One

All that tract or parcel of land situated in Section 12, Township 13 South, Range 3 West, of Blount County, Alabama, and being more particularly described on that certain plat of survey filed of record on July 5, 1990, in Book 5, Pages 15a and 15b, of the Blount County, Alabama, public records.

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