

Section 1: [Declaration of Covenants, Conditions and Restrictions, Article IV, Section 8] Absolute Discretion of Architectural Review Committee

No building, fence, wall, outbuilding, or other structure shall be commenced, erected, or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee. The Committee may withhold approval for any reason, including purely aesthetic considerations.

Section 2: [Declaration of Covenants, Conditions and Restrictions, Article V, Section 14] Prohibition on Home-Based Businesses

Each Lot shall be used exclusively for single-family residential purposes. No trade, business, profession, or commercial activity of any kind shall be conducted upon any Lot or within any dwelling situated thereon.

Section 3: [Declaration of Covenants, Conditions and Restrictions, Article III, Section 7] 18% Per Annum Interest on Delinquent Assessments

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and in either event, interest, costs, and reasonable attorney's fees shall be added to the amount of such assessment.

MARKUP #1 ->



MARKUP #1 · SUBJECTIVE OR OVERBROAD WORDING

BOARD & COUNSEL REVIEW

Sec. Declaration of Covenants, Conditions and Restrictions, Article IV, Section 8 (p. 1): Architectural restriction relies on subjective aesthetic discretion, neighbor pocket-veto signatures, or standardless finality without objective guidelines.

Statutory / Legal Reference: Ala. Code §§ 35-20-1 to 35-20-14 (Alabama Homeowners' Association Act); Ala. Code §§ 35-8A-101 to 35-8A-417 (Alabama Uniform Condominium Act); Ala. Code § 35-8A-211; Restatement (Third) of...
Statutory Comparison: Under Alabama servitude law (Ala. Code §§ 35-20-1 to 35-20-14 (Alabama Homeowners' Association Act); Ala. Code §§ 35-8A-101 to 35-8A-417 (Alabama Uniform Condominium Act)) and Restatement (Third) of Property: Servitudes § 6.13, restrictive covenants are construed in favor of free use of land, and an association may not enforce architectural restrictions based purely on subjective aesthetic discretion unless anchored in published, objective architectural standards applied in good faith.

CURRENT WORDING IN DOCUMENT:
[Declaration of Covenants, Conditions and Restrictions, Article IV, Section 8] Absolute Discretion of Architectural Review Committee and 30-Day Deemed Denial/Approval Ambiguity - No building, fence, wall, outbuilding, or other structure shall be commenced, erected, or maintained upon the Properties until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):
All architectural review decisions shall be governed by and strictly evaluated against the written, objective Architectural Planning Criteria adopted by the Association and recorded in the public records. The Board or Committee may not deny applications on subjective aesthetic grounds or delegate veto power to adjoining neighbors outside published criteria.