

PROTECTIVE COVENANTS FOR "DEERWOOD" AT FOX HOLLOW SUBDIVISION

As recorded in Map Book 2005, Page 89, Slide , in the office of the Judge of Probate,
St. Clair County, Alabama.

State of Alabama)

)

St. Clair County)

2005 14152
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11-18-2005 09:46:24 AM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

Whereas, the undersigned, M & D Pell City, LLC, is the owner of all of the lots in the survey of Fox Hollow,
Phase Four, Sector One as recorded in map Book 2005, Page 89, Slide , in the office
of the Judge of Probate of St. Clair County, Alabama, and

Whereas, the undersigned desires to subject each of the said lots in said survey to the conditions, limitations,
and restrictions hereinafter set forth:

Now, therefore, the undersigned does hereby expressly adopt the following protective covenants, conditions,
and limitations for said lots of said survey, to-wit:

That each of said lots located in said survey shall be subjected to the following conditions, limitations, and
restrictions:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under
them for a period of twenty five (25) years from the date these covenants are recorded, after which time said cov-
enants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a
majority of the then owners of the lots have been recorded, agreeing to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the cov-
enants herein, it shall be lawful for any person or persons owning any real property situated in said development
or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempt-
ing to violate any such covenant and either to prevent that person or persons from so doing or recover damages or
other dues for such violation.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other
provisions which shall remain in full force and effect.

1. It is intended that the Subdivision development will be a residential development of high esteem and
superb quality homes.
2. The restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each
and every lot in the Subdivisions and are intended to create mutual, equitable servitude's upon each of
said lots in favor of each and all the other lots therein, to create reciprocal rights between the respective
owners of said lots, and to create a privity of contract and estate between the grantees of said lots, their
heirs, successors, and assigns.

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3. An Architectural Review Committee, herein after referred to as the ARC, shall be established by the Developer and shall be composed of up to five persons appointed by the Developer to perform the duties contained herein. The Developer may be self appointed to serve as one of the five designees on the ARC. All members of the Committee shall be appointed by the Developer as long as he Developce owns any lots within the Subdivision.
4. The vote or written consent of a majority of the members of the ARC shall be considered binding on the Subdivisions. Any member of the ARC may delegate the right to act for and on behalf of the ARC to another of its' members.
5. The primary authority of the ARC shall be to examine and either approve or reject all initial and subsequent plans, including site plans, for construction of improvements on the lots within this Subdivisions in accordance with the provisions of these covenants. The ARC, or its assigns, shall have such other responsibilities, duties, and authority as provided for herein.
6. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any lot, and the proposed location thereof on any lot or lots; the construction material, exterior paint and finishes, the roofs, landscaping, any later changes or additions after initial approval thereof, and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing of the ARC before any work is commenced. THE SCOPE OF REVIEW BY THE ARC SHALL BE LIMITED TO APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS. Commencement of construction is strictly prohibited prior to receipt of a "Letter of Approval" of the ARC, a copy of which must be signed by the builder or owner, and returned to the ARC for retention.
7. One set of prints of the drawings and specifications (herein referred to as the "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review by the ARC. The ARC will either accept or reject the plans. The plans submitted to the ARC shall be retained by the ARC. Said plans shall be delivered to the general office of the Developer at least five (5) days prior to the date construction is scheduled to commence. Each such plan must include the following:

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Plan Requirements:

- a. All plans for structures shall not be less than 1/8" = 1' scale.
 - b. All plans must state the elevations of all sides of the proposed structure as such sides will be after finished grading has been accomplished.
 - c. The foundation and floor plans shall show the existing grade on each elevation in order that the extent of cut and/or fill areas may be easily and clearly determined.
 - d. All plans must include a summary specifications list of proposed materials, and samples of exterior materials, including paint or other finish samples, that are such that they cannot be adequately described and with which the Committee is not familiar.
8. It is the intent of the Developer to generally present a traditional architectural environment. The following types of exterior materials are acceptable, subject to final approval of the actual appearance of such materials by the ARC. Exterior materials not listed below may also be approved by the ARC
 - a. Brick and stone only on front of house.

- b. Vinyl siding or approved substitute approved for side, rear and all trim. Horizontal painted wood (except for trim), 4 x 8 and 4 x 9 sheet siding is not acceptable.
 - c. Natural color asphalt roofing shingles of a uniform color and style selected by the ARC or its successors or its assignees.
 - d. Paint in soft tones, all proposed exterior redecorating, including painting, must be approved by the ARC or its successors or assignees.
 - e. Garage doors and trims to the same color as house trim or siding.
9. Window air conditioning are not acceptable.
10. Underground electrical distribution will be available in the Subdivision and no overhead electrical wiring will be permitted.
11. Underground natural gas will be available in the Subdivision. Therefore, no exterior liquefied fuel storage containers in excess of thirty (30) pounds shall be permitted.
12. No outside radio or TV antennas shall be permitted.
13. Satellite dish locations will be restricted to the rear of the house in an inconspicuous location and shall not be visible from the front of the residence. Only satellite dishes eighteen (18) inches or smaller in diameter will be allowed. The ARC will have final authority to determine if the location of the satellite dish is satisfactory.
14. Screened in porches are allowed only on the rear side, or the rear of the dwelling.
15. No plumbing or heating vents shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.
16. Swimming pools are permitted in the rear of the lot located a minimum of ten (10) feet beyond the rear of the dwelling. However, they must be contained in a properly fenced area and be located within acceptable setback lines. Any and all permanent pool enclosures must be approved in writing by the ARC.
17. All homes shall be completed with concrete driveways which join the street and meet all county and city specifications.
18. All mailboxes shall be uniform in form and size, approved by the ARC, and furnished with new construction by the builder.
19. The construction of sidewalks shall be the responsibility of the builder on each individual lot requiring a sidewalk. The design of the sidewalk shall be approved by the ARC.
20. During the course of construction of any home, all building debris, stumps, trash, etc., must be removed from each lot by builder as often as necessary to keep the lot and house attractive. Such debris shall not be placed in any area of the Subdivision.
21. No fence of any kind will be allowed in the front of residence. Wood fences are allowed beginning at the rear of dwelling, running parallel to the street or streets if a corner lot and continuing toward the rear of the property line. Green chain link fence may also be utilized as fencing material where fence is not facing a street. Wood fence not finished on both sides must have the finished side facing the street.

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22. In the event that a form of solar heating or a solar hot water heating system is utilized, all such materials and structures shall be placed in a manner so as not to be offensive. In addition, if permitted, it shall be placed in such a manner as to not be visible from the center of the street in front of subject property. The ARC will have final authority to determine if the placement of the solar system is offensive.
23. Erosion control measures shall be taken by the builder, or owner of the lot, or the contractor of the owner of the lot, to protect adjacent properties during construction on said lot and thereafter until the soil is stabilized on the lot. This may be accomplished by the use of generally accepted protective measures intended to intercept and filter the excess storm water runoff from the lot. All such erosion control measures, including slope stabilization, must be specified on the grading plan and must be approved by the ARC prior to commencement of grading activities.
24. Each residence in the Subdivision, exclusive of open porches, garages, and basements, must have the following minimum square feet of heated/cooled space:
 - a. single story 1100 square feet
 - b. 1 1/2 stories minimum of 900 sq. feet on first floor, 400 sq. feet on second level
 - c. 2 stories 1800 square feet (minimum of 900 sq. feet on each level)
 - d. All houses must have at least a one car garage.
25. All main roof systems must have a minimum pitch of 6 and 12.
26. Neither the ARC, any architect, agent, or the Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised, or approved in accordance with the foregoing provisions, not for any structural or other defects in any work done according to such plan and specification. IT IS SPECIFICALLY AGREED THAT THE SCOPE OF REVIEW BY THE ARC SHALL BE LIMITED TO APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER SIMILAR OR DISSIMILAR FACTORS.
27. No lot shall be cultivated for crops of any sort that are grown for commercial purposes, except that kitchen gardens of reasonable size and suitably located will be permitted.
28. Detached auxiliary buildings are not permitted without prior written approval of the ARC.
29. It shall be the responsibility of the owner of each lot to prevent the development of unclean, unsightly, or unkempt conditions of buildings or grounds on such lot that shall tend to decrease the beauty of the are or the neighborhood as a whole. This provision shall not apply to the Developer until the last lot is sold to someone other than the Developer.
30. No animals, livestock, or poultry of any kind or description, shall be kept on any lot, except that dogs, cats, or other household pets may be kept provided they are not kept on any lot for the purpose of breeding or commercial purposes. The ARC shall have final authority to determine if any animal fits the definition of a household pet.
31. All front and side yard areas between the street and building line and 15 feet from rear of house must have sod of a variety recognized and approved by the ARC. Corner lots must have sod placed in all areas designating grass in both the entire front yard and the side yards facing streets. Seeding and sprigging are permitted only in rear yard areas, over 15 feet from home, exclusive of corner lots.

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32. No commercial activity shall occur on any lot. No noxious, offensive, or illegal activities shall be allowed on any lot nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood.
33. All signs, billboards, or advertising structures of any kind are prohibited. Except builder, subcontractor, and Realtor signs during construction period. An exception after the construction period is the allowance of one professional sign of not more than six (6) square feet to advertise for sale or rent. In addition, no sign is to be nailed or attached to trees.
34. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is substantially completed and a certificate of occupancy is issued.
35. No campers, boats, or other recreational vehicles shall be parked or placed on any lot nearer to the street than ten (10) feet beyond the rear corner of the residential dwelling.
36. No tractor trucks, trailers, or similar vehicles shall be parked on any lot or street in this subdivision except for local delivery.
37. No car, truck, motorcycle, or other vehicle shall be repaired, renovated, or reconditioned, nor shall any mechanical or automotive type work be done on any lot in view of any street.
38. The front building line of a dwelling on which said property faces the road or street, (meaning the front line of any porch terrace, or any projections, not including steeples) shall not be less than twenty (20 feet minimum nor less than fifteen (15) feet from rear lot line. Further, no dwelling shall be erected any nearer than 5 ft. from any side lot line.
39. Developer reserves for itself, its successors and assigns, the right to use, dedicate, and/or convey to the State of Alabama, to St. Clair County, the City of Pell City, and/or any utility company, or other appropriate companies, right of way or easements on, over, or under the ground, to erect, maintain, and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveniences or utilities. All easements are provided for according to the subdivision plat as recorded in the Office of the Judge of Probate of St. Clair County, Alabama.
40. The Developer reserves the right to make any road or other improvements abutting on said property, to change the present road or street grades if necessary, without liability to the purchaser or assigns for any claim for damages, and further reserves the right to change or modify the restrictions on any property in said subdivision.
41. The Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and roadway right of ways on any unsold lots in the subdivision.
42. In the event of a violation or breach of any of these restrictions, or any amendments thereto by any property owner, family, or agent of such owner, the owner(s) of lot(s), Developer, its successors and assigns, the ARC, the Master Homeowners Association when formed, or any other party to whose benefit these restrictions inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of any aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available upon the recurrence or continuation of said violation. Neither the ARC, any architect, agent, nor the Developer shall be responsible in any way for any delay or failure by any or all of

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such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.

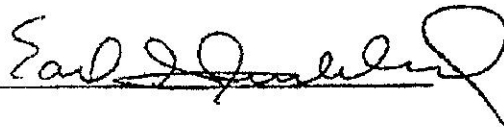
43. The grantee of any lot subject to the coverage of these restrictions, by acceptance of the deed or other instrument conveying an interest, or title to, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these restrictions and the agreements herein contained.
44. Each and every lot owner and future lot owner, in accepting a deed or contract for any lot or lots in the subdivision, whether from the Developer or subsequent owner of such lot, agrees to indemnify and reimburse Developer for any damage caused by such lot owner or the contractor, agent, or employees of such lot owner, to roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by the Developer, or for which the Developer has responsibility at the time of such damage.
45. Every one of the restrictions is hereby declared to be independent of, and severable, from the rest of the restrictions, and of and from every other one of the restrictions, and of and from every combination of the restrictions. Invalidity by any court of any restriction in this instrument shall in no way affect any of the other restrictions which shall remain in full force and effect.
46. Developer may include in any contract or deed hereinafter made or entered into, such modifications and/or additions to these protective covenants and restrictions, which, by their nature, will raise the standards of the subdivision.
47. A Homeowners Association will be formed. Each homeowner shall be a member and shall be responsible for any all assessments. Initial membership will begin at closing with first year dues payable at closing.

Adopted this 18 day of November, 2005

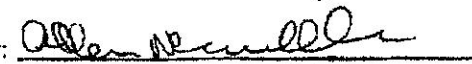
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Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

In witness whereof, M & D, Pell City, LLC, the Owner has caused these protective covenants to be properly executed and recorded in the Office of the Judge of Probate of St. Clair County, Alabama.

Witness:



By:


Allen McWilliams, Agent/Member
M & D, Pell City, LLC

Book/Pg: 2005/14152
Term/Cashier: \$ RECORD1 / Lee0
Tran: 3389.85416.129569
Recorded: 11-18-2005 09:49:00
CER Certification Fee 1.00
FJF Special Index Fee 5.50
REC Recording Fee 18.00
Total Fees: \$ 24.50