

2012 10254
Recorded in the Above
DEED Book & Page
11-26-2012 01:20:22 PM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

State of Alabama
St. Clair County

**Declaration of Covenants,
Conditions, Restrictions and Rights**

**The Village at Springville, Phase II
Lots 16,17,18,19,20,21,22,23,24,25,26,27,28
Also lots 34,35 of Phase I Plat
Including common area Phase II**

This Declaration of Covenants, Conditions, Restrictions and rights, hereafter referred to as the "Declaration", is made as of the 26 day of November, 2012, by Metro Bank, hereafter referred to as "Declarants".

WHEREAS, the Declarants are the owners of the following real property (herein after referred to as "The Property"), situated in St. Clair County , Alabama, as evidenced by the map or plat of said property, in Map Book 2011, Page 3, in the probate office of St. Clair County, Alabama and Map Book 2007 , Page 61 , for lots 34 and 35 of Phase I , in the Probate Office of St. Clair County, Alabama.

NOW, THEREFORE, Declarants hereby declare that all the Property described herein, shall be held, sold, and conveyed subject to the following easement, restrictions, covenants, conditions, and rights which are for the purpose of creating, uniformity, protecting the value and desirability of the property, and shall run with the property and be binding on all parties having any right , title or interest in said Property or any part thereof, and their heirs, administrators, successors, and assigns, and shall inure to the benefit of each owner thereof.

- I. Development Control Committee**
 - A. A development control Committee (DDC) is hereby established consisting of Drew Goolsby representing the**

interest of property owner, Metro Bank. The initial appointee, Drew Goolsby, will serve until such time when all of Metro Bank's existing lots have been either sold or built upon. The DDC decisions shall be binding and final. The declarants reserve the right to replace Drew Goolsby and add committee members to the DDC as the need may arise.

- B.** Before construction of any residence can commence on any lot within the property, copies of the dwelling plans and all the information required under the Use Restrictions of this Declaration shall be submitted to the DCC for approval. A response shall be given to the owner within 10 business days of the date of receipt. In addition, a copy of the approved and permitted storm-water and erosion control plan and/or best management practices plan (BMP) must be provided to the DCC before any construction shall commence.
- C.** The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the DCC.
- D.** Any remodeling, reconstruction, alterations or additions to an existing residence shall not require the written approval of the DCC or HA, but shall comply with all restrictions and covenants.

- E. Any outbuilding, barn, detached garage, storage building, or any other building that is not a part of any existing residence, must be submitted to the Homeowners Association for approval. The HA shall check that such building conforms to the neighborhood and meets with all the restrictions and covenants. The HA shall make every effort to be fair and reasonable in this process.**
- F. Neither the DCC nor any architect, agent, Declarants or the Homeowners Association shall be responsible to check for an defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.**
- G. The DCC shall have control over the undeveloped lots until all of the lots are developed with homes completed. The Homeowners Association will have control of existing properties with completed and occupied homes and shall take control of properties as the homes are completed and occupied. The HA will elect three officers, a president, a vice president and a secretary / treasurer selected by the declarants to carry out business pertaining to the property and shall inherit all the rights, obligations, and powers of the DCC when all lots are developed. Separate Committees may be established within the HA to handle special needs or tasks. Committee members will be appointed by a 2/3rds**

concurrence of the elected officers. Furthermore, all of the members of the HA must be property owners in the Property. The DCC retains the right to turnover control to the HA at an earlier time, if it so desires. At the time the HA assumes the responsibilities of the DCC, the DCC will no longer exist and all references to the DCC in this declaration will then be interpreted as referring to the HA.

H. Plans and specifications submitted for approval shall follow the procedures on the attachment , marked as Exhibit "A". Under this section Lots 34 of phase I and lot 19 of phase II will be given exception in relation to approval of plans and locations as homes are present on these lots at the time of the adoption of this agreement.

II PERMIT

A. The owner of any lot in said property will acquire, before any construction activities and /or improvements on any lot shall commence, all necessary permits and approvals required by all governmental authorities having jurisdiction over said property. This includes storm-water and erosion control permits, health department septic tank approvals, building permits and other permits, approvals, inspections, or reviews, that may be required by governmental authorities with jurisdiction. The owner further agrees to provide the DCC a copy of all the approved and permitted

storm-water and erosion control and /or best management practices plans required by the governmental authorities.

III USE RESTRICTIONS

- A. Lots.** Each lot shall be occupied only by the owner thereof, members of the owner's immediate family, servants, tenants, or guests, as a single-family residence, and for no other purpose. No multi-family dwellings shall be constructed within the property and none will be allowed to be occupied as such. No Mobile homes or residences of temporary character shall be constructed or placed on any lot. Construction trailers and /or real estate sales trailers may be kept on the lots with the approval of the DCC and must be for a limited period of time established by the DCC.
- B. Uses.** No noxious, offensive, or unlawful activity shall be conducted upon the property, nor shall anything be done thereon, which may be or become an annoyance or nuisance to the neighborhood. Nor trash, garbage, rubbish or debris of any kind shall be dumped, laced or permitted to accumulate upon any lot or any portion of the property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any lot or improvements which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying any other lots within the property. The HA reserves the right) after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, unsightly growth, and

the removal of trash, garbage, rubbish, or debris of any kind, which in the opinion of the HA detracts from the overall beauty and safety of the property and may charge the property owner the actual incurred cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity.

- C. **Animals.** No animals, poultry, exotic animals or livestock shall be raised, bred or kept on any lot, except that dogs, cats or any household pet may be kept provided that they are controlled or fenced so they will not be a nuisance to neighbors and the community in general and are not kept for any commercial purpose.
- D. **Dwelling Size.** No Building , regardless of style, shall be erected as a dwelling , which is less than one thousand five hundred square feet of living, heated area. Multi-level dwellings shall have a minimum of one thousand two hundred square feet of living, heated area on the first floor. Basements, garages, decks, porches or other appurtenances shall not be included in calculating the square footage requirement. Lots 34 of Phase I and lot 19 of phase II are exempt from the square foot requirement as they are present at the time of the acceptance of this agreement.
- E. **Setbacks.** All buildings or structures must be located behind the setback lines as shown on the recorded plat of the subdivision and the rear and side setback requirements of S. Clair County. Any variance of this setback must first be approved in writing by the

DCC , St. Clair County , and any other required governmental agency. Lots 34 of Phase I and lot 19 of Phase II are granted automatic variances for any setback violations that may exist due to the fact that homes are present at the time of the acceptance of this agreement.

- F. Satellite Dishes.** No transmitting tower or similar structures shall be located on the lot to be visible from any public road. Screening, plants or other methods may be used to conceal the dish or structure, but they all must first be approved by the HA. Small satellite dishes shall be permitted, but every effort must be made to mount them on the rear of back side of the structure. Understanding that satellite reception is directional, dishes will be permitted on the ends of homes as a last resort. However, satellite dishes mounted on the ends of a structure shall be located as close to the rear of the structure as possible.
- G. Brick and Concrete Block.** Any concrete blocks or exposed walls must be covered with brick veneer. Any (framed) exterior basement walls must also be covered by a brick veneer. Any exceptions must be approved by the DCC . No concrete block work including foundations, concrete block steps, walkways, wall, etc., whether painted, stuccoed, or otherwise, shall show above ground from the exterior on any building. Decorative concrete block may be used for retaining walls with the approval of the DCC. No simulated brick will be used on the exterior of any residence or accessory buildings walls, steps, ect.

- H. Windows.** Wood frame, aluminum clad or vinyl windows will be used exclusively on the sides, fronts, and rear of the dwellings. Painted or unpainted aluminum windows or other types of windows may not be used unless approved by the DCC.
- I. Siding.** No vertical siding of any type or 4 foot by 8 foot , or 4 foot by 9 foot composition siding shall be used on the exterior of an dwelling without the written approval of the DCC.
- J. Roof Pitch.** The primary roof pitch shall not be less than 8 and 12, unless first approved by the DCC.
- K. Construction time.** All dwellings must be completed within nine (9) months after commencement of construction. Additional time may be granted by the DCC upon written request explaining the need for additional time, on a case by case basis. Each request should be given fair consideration.
- L. Perimeter Fencing.** No fence of any kind shall be erected at, near or along the front property line. No fence of any type shall be erected forward of the rear line of the house. It shall be the responsibility of the homeowner to verify property lines prior to erecting any fence. Any fencing along or facing a subdivision street shall be of wood, brick or of a decorative nature. Other types of fencing may be used only with the approval of the DCC or HA. Chain link fencing may be used along the side and rear property lines in order to complete a fully fenced back yard. This

restriction does not apply to the use of "Silt Fencing" during the construction phase of the dwelling.

M. Outbuildings. No structure of any character, trailer, tent, shack, barn, or other outbuilding shall be used on any lot, at any time, as a residence either temporary or permanently. An exception being, builders shall be permitted to install, on one of their lots only, a structure and related facilities designed and used as a construction or sales field office during the construction and sales period.

N. Automobiles, Boats, ect. No automobiles will be stored on an lot or kept on blocks unless in the basement or garage of the dwelling. Travel trailers, boats, motor homes, helicopters, planes, transport van type, dump trucks, small commercial trucks, campers or similar type vehicles must be parked or stored in the basement or garage of the dwelling or on a separate parking area located behind the dwelling so as to restrict visibility from the street. No tractor trailer trucks or large commercial trucks shall be allowed to be parked on any lot or in front of any lot, unless it is parked there for the purpose of delivering or loading of items. There shall be no extensive repair work on automobiles or similar vehicles in front of or in the driveway of dwellings on any lot.

O. Oil Drilling. No Oil Drilling, oil development operation, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any lot , nor shall oil wells, storage tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

- P. Features.** Lighting, signs, mailboxes, driveways, and other features shall conform to the architectural character of the dwelling and the subdivision as a whole. All driveways shall be constructed of concrete. Any deviation from this must be approved by the DCC.
- Q. Signs.** No sign of any kind shall be displayed to the public view on any lot, except for one professional sign of not more than two square feet, or 1 sign of not more than six square feet advertising the property for sale, or signs used by the declarant, developer, or builder to advertise the property during the construction and sales period.
- R. Window HVAC Units.** No window mounted heating or air conditioning units or window fans shall be permitted on the exterior of any dwelling, which can be viewed from a public street.
- S. Re-subdividing.** No re-subdividing or re-surveying of any lot in the property will be permitted. An exception being disputed lot or property lines may be checked and /or corrected.
- T. Lakes or Ponds.** Any man made lakes or ponds must be approved by the DCC and any governmental authorities, as may be required.
- U. Landscaping.** Upon the completion of a dwelling, the lot shall be landscaped sufficiently to acquire and maintain a good ground cover to prevent erosion and contoured in such a way as to eliminate excessive drainage onto adjacent lands or any other lots in the property. A permanent type of lawn shall be planted, by the

builder or owner, within two months after the completion of the dwelling. The permanent lawn shall be landscaped in an appropriate manner so as to enhance the natural beauty of the area. Builder or owner shall try to limit the cutting or damaging of trees on the lots except as necessary for the construction and landscaping of the dwelling, driveways and septic tanks field lines. All landscaping plans must be submitted to the DCC for approval and must Follow the procedures as listed in Exhibit "A".

V. Soil Erosion and Drainage. Each Owner shall provide and maintain on his lot adequate soil erosion protection measures and drainage facilities to accommodate any storm-water runoff resulting from any improvements being constructed on such owner's lot. Each owner shall also insure that his lot and any improvements thereto are at all times in strict compliance with (a) all soil erosion protection requirements of all applicable governmental authorities, including, specifically, all such soil erosion protection measures and requirements of St. Clair County, Alabama. (B) all storm-water drainage and runoff requirements and regulations of all applicable governmental authorities and (c)all other governmental regulations applicable to such owner or such owner's lot, including , without limitation, exercising best management practices in any and all construction activities on such owner's lot. **Each Owner, by acceptance of a deed to his lot, Shall and does hereby indemnify, defend and agree to hold declarants, DDC and the homeowners association and their respective agents, employees, officers, directors, shareholders, members and representatives harmless from and against any and**

all fines, penalties, costs and expenses including court costs and reasonable attorney fees, and any and all other amounts suffered, paid or incurred by any of them in connection with any action, suit or proceeding (including the settlement of any suit or proceeding to which any such person may be made a party by reason of the breach by such owner of any of the foregoing Erosion / Drainage covenants or any other violation by such owner of any governmental regulations which are applicable to such owner, such owners lot of any other portion of the property.

W. Outdoor Recreational Facilities and Clotheslines. (a) Wood Piles, free-standing playhouses, swing sets, jungle gyms, trampolines and other outdoor and recreational equipment and appurtenances shall not be located, so as to be forward of the rear line of the dwelling. (b) Outside clotheslines and other outside facilities for drying or airing clothes shall be prohibited on any lot unless, such clotheslines or other facilities are screened by appropriate landscaping from view from any public street within the property and from any adjacent lot or dwelling. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall.

X. Maintenance of Home and Property. Homeowners and property owners shall maintain their homes and properties in a manner that will enhance the beauty and value of the neighborhood. (a) Grounds, lawn and shrubs shall be maintained so as to provide erosion control and give appeal to the home or lot. A proper cover

of grass shall be maintained and cut regularly as needed, shrubs shall be trimmed as needed to maintain the appearance of the home. If decorative planting beds are installed as part of the landscaping, they shall also be properly maintained. (b) Trash and clutter shall be viewed as a nuisance to the neighbors and the neighborhood by affecting beauty and values of property. Trash on the grounds is not acceptable nor is excessive clutter. Property owners shall be responsible to maintain their properties free of trash and clutter. (c) Paint, roof, gutters, windows, decks and porches are all visible areas that shall be maintained.

IV GENERAL PROVISIONS

- A. **Enforcement.** The declarants, the DCC, the HA or any owner, shall have the right to enforce by any proceeding at law or equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Actions initiated by the HA will require a two thirds concurrence by vote. Failure by the declarants, the DCC, the HA, or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter. Enforcement of these covenants shall cause the offending party to be responsible for all expenses, attorney fees and court costs.
- B. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in now way affect any other provisions, which shall remain in full force and effect.

- C. **Duration.** The covenants and restrictions of this declaration shall run with and bind the land for a term of twenty (20) years from the date this declaration is recorded after which time it shall be automatically extended for successive periods of (10) ten years each unless amended as provided herein. Any amendment must be properly recorded.
- D. **Amendments.** This Declaration may be changed, amended, or nullified, by an instrument signed by the owners having not less than a two-thirds of the total votes of all the lots in the property. There shall be only one vote for each lot regardless of the number of owners of a lot. In addition, the declarants reserves the right to change, amend , or nullify all or any portion of this declaration until the time of the creation of the HA.
- E. **Deed Restrictions.** Additional restrictions or covenants that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein, may be included in any contract or deed hereinafter made.
- F. **Governing Laws.** This declaration shall be governed in all respects by the laws of the State of Alabama.
- G. **Captions, Headings, Plurals, etc.** The captions and headings contained in this declaration are for convenience of reference only and shall not be used the construction or interpretation of any provisions of this declaration. All personal pronouns used

in this declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and the use of the plural shall include the singular.

- H. **Notices.** Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to owners shall be delivered or sent to such addresses as have been designated in writing to DCC or, if not such address has been so designated, at the address of such owners respective lot within the property.
- I. **Assignment.** Declarants shall have the right to assign any and all of the rights, powers, reservations and duties contained herein to any person or entity who shall thereupon have the same rights, power, reservations and duties as the declarant.

V. **Homeowners Dues and Assessments**

A fee of \$100.00 per year will be assessed to every homeowner at a time when a house is completed on a lot and occupied, when a builder completes and closes the sale of a house on a lot or when the purchase of an existing completed home is closed. Association dues will be prorated to the month of purchase. This association fee will be due every following year on January 1st and past due on February 1st. A lien can be placed on any property which is required to pay the fee but fails to do so. The fees will be used for utilities and maintenance of the common areas of the property, etc. All

expenditures other than reoccurring expenses will require a two-thirds (2 /3) concurrence by vote. The fees will be made payable to the HA.

In Witness Whereof, the declarant has executed this instrument on the 26th day of November, 2012.

Declarant

By: Drew Goolsby
Drew Goolsby, For Metro Bank

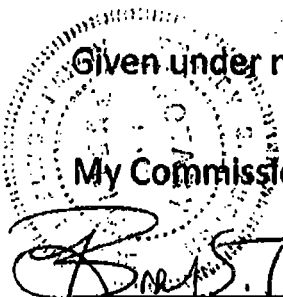
State of Alabama

St. Clair County

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Drew Goolsby, whose name is signed to the foregoing document, and who is known to me, acknowledge before me on this day that , being informed of the contents of the document , he, with full authority, executed the same voluntarily.

Given under my hand and seal this 26th day of November, 2012.

My Commission Expires: 7-1-2013



[Signature]
Notary Public

EXHIBIT "A"

DEVELOPMENT CONTROL COMMITTEE PROCEDURES

1. A copy of the house plan, specifications, site plan, and an erosion control plan (BMP) shall be submitted the DCC for review. A response will be given within seven (7) days of receipt.
2. Plans submitted for review shall contain the following information:
 - a. plan view of foundation and each floor level with dimensions
 - b. front, rear, right, and left side elevations
 - c. descriptions of exterior materials and finishes
 - d. designs for any proposed outbuildings, barns, mailboxes, etc.
 - e. proposed locations with offsets to the property lines for all buildings
 - f. proposed locations of driveways, walks and other improvements
 - g. proposed landscaping plan
 - h. proposed storm-water and sediment control and erosion control measures.
3. No clearing or other construction may be started without the approval of the DCC.
4. Approved plans for a lot are good for that lot for a period of six (6) months from date of approval.
5. All decisions of the DCC shall be binding and final.
6. All construction sites must be kept clean for the duration of the construction.
7. A debris dumpster shall be kept on site and used for the duration of the construction.
8. A portable toilet must be kept on site and maintained for the duration of the construction.
9. Approvals are subject to septic tank approval from the St. Clair County Health Department.
10. Builders must be approved by the DCC.

2012 10270
Recorded in the Above
DEED Book & Page
11-26-2012 01:20:22 PM
Mike Bowling - Judge of Probate
St. Clair County, Alabama
Book/Pg: 2012/10254
Term/Cashier: N RECORD9 / ANYI
Tran: 6991.192628.282889
Recorded: 11-26-2012 13:22:32
CER Certification Fee 3.00
PJF Special Index Fee 5.50
REC Recording Fee 51.00
Total Fees: \$ 59.50