

HUNTERS CROSSING PHASE FIVE – RESTRICTIVE COVENANTS

STATE OF ALABAMA }
ST. CLAIR COUNTY }
TOWN OF MARGARET }

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, CLC PROPERTIES, LLC is the owner of Hunters Crossing Phase Five Subdivision as recorded in Book 2007, page 38, in the Probate Office of St. Clair County, Alabama, Ashville Division.

NOW, THEREFORE, the undersigned, CLC PROPERTIES, LLC, does hereby adopt the following conditions, restrictions, covenants, and limitations, which shall apply in their entirety to all lots within the described property.

- A. All tracts shall be used for owner occupied residential purposes only. No home shall be purchased with the primary intent being Investment Rental Property. Homeowners may be allowed to rent home in the event owners move and/or are relocated and home has not sold. Any other uses will also need to be approved in writing by the developers. No business or commercial building may be erected on any lot, and no business or commercial activity may be conducted on any lot.
- B. Only one single-family site built home is permitted per lot. All homes must be of conventional type construction with stone, brick, vinyl, stucco (drivet) or masonite exterior. All dwellings shall have brick, rock or stone foundation. There shall be no concrete type blocks exposed to public view after completion of construction. No HVAC equipment shall be located in the front of any dwelling. Property may not be subdivided or reduced in size except by developers only during initial sale. All home and site plans must be reviewed and approved by the developers. No building shall be erected, constructed, altered or placed on any lot until the construction plans and specifications and a plan showing the location of the structure upon the lot have been approved by the architectural control committee and/or developer as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No structure shall be erected, constructed, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height. No lot may be subdivided or reduced in size.
- C. The Architectural Control Committee shall be composed of Brian Camp, Michael Coupland and Lyman Lovejoy. The majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor the representative, shall be entitled to any compensation for services pursuant to this covenant. The committee’s approval or disapproval as required in these covenants shall be in writing through use of the Application Process. The application shall be picked up at the offices of Lovejoy Realty or Moody Realty.
- D. There shall be no mobile, modular or manufactured homes placed on this property. Developers reserve the right to place a temporary sales trailer for marketing the subdivision. All motor homes/travel trailers, boats, trailers, ATVs, etc. shall be kept behind the back rear building line out of the view from the street; and none of the following may be used as a temporary or permanent residence: tents, sheds, shacks, campers, travel trailers, motor homes, buses, barns, garages or any other type temporary structures. No junk or inoperative vehicle of any kind shall be permitted on any lot, and no automotive repairs shall be conducted on any lot except for temporary repairs effected by an authorized outside mechanic.
- E. All 1 level homes must have a minimum of 1300 sq ft of heated and cooled living area (excluding any basements – finished or unfinished, porches, decks or garages). Any multi-level homes must have a minimum of 900 square feet on the main level and a minimum of 1600 square feet in the entire dwelling, with the same above-mentioned exclusions. A minimum attached 2 car garage or 2 car basement garage is required. All home final plans to be approved by Architectural Control Committee through the Application Process.
- F. No structure shall be located on any tract nearer than 30 feet from the front porch line (porch, retaining wall, or projection not including the steps or driveway retaining wall) and 15 feet on either side. The location shall be included in the site plan and any variance must be approved in writing by the developers. All easements necessary for drainage, access, etc. shall remain open, maintained, and free of any structures, for the intended purpose of drainage or access.
- G. When construction begins on any structure, it must be completed within 6 months.
- H. All driveways to be concrete or asphalt. All driveway pipes to be approved by the Town of Margaret and must be metal (not plastic). All pipes shall be placed deep enough to catch water and prevent washing on the street. The developer, city or county should be notified when installing the pipe.
- I. All mailboxes shall be uniform in form and size. All mailboxes to be purchased through an approved vendor. The developer can provide contact information for purchasing a mailbox.
- J. All fences to be approved in writing by the Architectural Control Committee prior to any work performed. No fence of any kind will be allowed in the front of any residence. Fences are allowed beginning at the rear of a dwelling, running parallel to the street, and continuing toward the rear property line. Allowable construction materials are wood, brick or stone; green or black chain link material may also be utilized as fencing material; all front fencing shall be wood. No galvanized, uncolored chain link is allowed. Maximum height is 6 feet for fences except 5 feet for chain link. All wood fences to be built as shadowbox or with the rail facing the inside of the back yard.

- K. Any outbuildings (garages, barns, etc.) shall complement the home and be placed to the rear of the residence. Any outbuildings shall not be considered an eyesore to the community. All outbuildings shall be kept free and clear of all exterior debris and shall have an enclosed foundation.
- L. No person shall reside on any lot within the subdivision who shall have been convicted of a criminal sex offense as that term is defined in Section 15-2-21(4), *Code of Alabama*, 1975, and as may be amended.
- M. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract except dogs, cats, or other household pets provided they are not bred or maintained for any commercial purposes. Any dog pen areas, etc. shall be contained behind the rear building line and shall not become an eyesore or nuisance.
- N. No sign of any kind shall be displayed to the public view on any lot except that one identification sign not over 18 inches by 24 inches advertising the property for sale. One sign shall be permitted of not more than 12 square feet advertising the property by builders or realtors to advertise the property during the construction and sales period. No other signs shall be allowed, except a subdivision sales sign by Lovejoy Realty or Moody Realty. Any other sales signs by builders or realtors shall not be allowed except the one sign on each lot as earlier described or otherwise approved by the Architectural Committee. All sales signs shall be removed by the developer once subdivision is complete and all homes have been sold, except for resale by owners on an individual basis.
- O. During lot preparation and construction process, all measures deemed necessary shall be used to prevent mud, storm water or any construction material, etc. from being discharged on any other street or ditch. When construction is complete, a sufficient ground cover must be maintained to eliminate excessive water shed on to street or other tracts. THEREFORE the developers require that all builders and property owners comply with State Regulations (ADEM) during any type of construction to prevent erosion. Silt fence and erosion control measures shall be completed and maintained prior to starting and during excavation. If builder/owner does not comply, developers can and will bring the lot up to necessary ADEM requirements and transfer these costs to the builder and property owners as an assessment of cost plus 20%. Builders and property owners must adhere to the following:
1. Maintain at least 50' of gravel at construction entrance;
 2. Install silt fencing in downhill grade areas near roads;
 3. Vegetate lot when construction/clearing/etc. is complete to prevent erosion.
 4. Comply with building practices and ADEM Regulations: refuse containers, no burning debris, etc.
- P. All front lawn shall be sodded to the street. Side and back yards may be seed and hay with solid coverage. All sodding and seeding must be completed prior to the occupancy of any residential dwelling.
- Q. The developers reserve the right to amend, alter, or modify the provisions of these restrictions with regard to any tract or tracts in the event that the developers, in their sole judgment, deem such amendment, alteration or modification consistent with the restrictive intent of these restrictions or if terrain features and topographical considerations render the enforcement of these restrictions in regard to any particular tract harsh to the owner.
- R. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. Any change or alteration of the covenants shall require written consent of 75% of owners of said tracts, and recorded for public record by the same.
- S. If a Homeowners Association is formed within the subdivision, each homeowner shall be a member and shall be responsible for any and all assessments.
- T. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages. No property owner, including developer, has any obligation to enforce any of the covenants and restrictions, but all property owners have the right to enforce said restrictions and reservations through proceedings in law. The developers and/or Homeowners Association has full authority to enforce said restrictions by bringing into compliance and transferring costs to owner at cost plus 20%.
- U. No noxious or offensive activities shall be carried on at any time. This includes unsightly trash and debris, parties, noise, traffic, or activities that would be bothersome, an eyesore, or an annoyance to others, etc. There shall be no 4-wheelers, motorcycles, go carts, etc., ridden on vacant lots, streets, or other unimproved property in the area which may violate local laws, including trespassing, noise and city/county ordinances.
- V. Invalidation of any one of these judgments by court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- W. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All equipment designed for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- X. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this the _____ day of _____, 2007.

CLC PROPERTIES, LLC

STATE OF ALABAMA
ST. CLAIR COUNTY

Sworn to and subscribed to before me this _____ day of _____, 2007.

NOTARY PUBLIC