

DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA}
JEFFERSON COUNTY}



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Bk: LR200606 Pg: 27623
04/13/2006 03:06:12 PM REST
Jefferson Co Judge of Probate, RL
Filed/Certified - Judge Mark Gaines

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, the undersigned, East Alabama Development Co., LLC, owners of the following property:

All lots in Hunters Creek Subdivision, Sector 1, located in the city of Trussville, as recorded in Map Book 215, Page 34, in the Probate Office of Jefferson County, Alabama.

WHEREAS, the undersigned desires to subject property and each lot located 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 subdivision, to-wit:

That said property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

1. EXCLUSIVE RESIDENTIAL USE AND IMPORVEMENTS

- A. All lots in the above blocks shall be residential lots and shall be used for single family residential purposes exclusively.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwellings not to exceed two and one-half stories, 35 feet in height, and a private attached garage for not more than four cars.
- C. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as required by the city of Trussville Planning and Zonig.

- D. No residential structure shall be erected or placed on any building lot which has an area of less than 15,000 square feet.
- E. Each main structure or residential building exclusive of open porches, garages, and basements shall meet the following *size restrictions*:

SIZE RESTRICTIONS:

Dwellings shall contain not less than 1800 square feet of finished and heated area. Not less than 1311 square feet shall be on the ground floor of a 1.5 story residence.

- F. No more than a single family unit shall occupy any dwelling house.
- G. No lot once subdivided and recorded by the undersigned or their assigns, shall be further subdivided or used as an entrance way or public right of way to an adjoining property except by developer.
- H. No dwelling shall face Smith-Sims Road or access Smith-Sims-Road from the side or rear.
- I. No radio or T. V. antennas shall be installed. No satellite dishes over 2 ft. in diameter shall be allowed. No satellite dishes shall be installed on the front or in the front yard of any dwelling.
- J. All homes shall be completed with driveway of concrete which meet county or city specifications and which join the street.
- K. No inoperative automobiles or similar vehicles shall be parked in front of or in the driveway of individual homes for a period of longer than five days.
- L. No travel trailers shall be parked in front of or in the driveway of individual homes for a period of longer than (5) days.

2. GENERAL REQUIREMENTS

- A. It shall be the responsibility of each lot owner to prevent the development or occurrence of any unclean, unsightly or unkempt condition of buildings or grounds on such lot, which shall tend to decrease the beauty of the specific area of the neighborhood as a whole.

- B. All lots shall be permitted to remain in their natural state as long as construction has not begun. Once construction has begun, no weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserves the right (after 30 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting of underbrush, weeds or other unsightly growth and trash which, in the sole opinion of the undersigned, detracts from the overall beauty and safety of the subdivision and may charge the owner a reasonable cost for such services. This provision shall not apply to the undersigned or their assigns during the sales and development periods, such sales period to extend until the last lot is sold by the undersigned.**
- C. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets, provided that they are not kept, bred, or maintained for commercial purpose.**
- D. No noxious or offensive trade activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.**
- E. No oil drilling, oil development operation, 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 for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.**
- F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compact units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road within sight distance of the lot at any time except during refuse collection. No outside burning of trash, garbage or household refuse or any permitted, except during the construction period.**
- G. No structure of a temporary character, or trailer, basement, tent or shack shall be used at any time as a residence either**

temporarily or permanently. There shall be no occupancy or any dwelling until the interior and exterior of the dwelling is complete and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee. No outbuildings, storage house or any outbuildings shall be constructed on said lots.

- H. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on street property lines and a line connecting them at points them at points 25 feet from the intersection of the street lines or in case of a rounded property from the intersections of the street property lines extended. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- I. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements. East Alabama Development Co., LLC, may cut drain ways for surface water whenever such action may appear necessary to maintain safety and appearance.
- J. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than (6) square feet advertising property for sale or rent, or signs used by builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee.
- K. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after 10 days written notice) and will be charged to the contractor (or owner) at a reasonable cost for such service, which charges shall constitute a lien upon such lot enforced by appropriate proceedings at law or equity.
- L. During the construction, all bullders must keep the homes, garages, and building sites clean. All buildings debris, stumps trees, etc., must be removed from each building lot by the bulder as often as necessary to keep the house and lot

attractive. Such debris will not be dumped in any area of the subdivision.

- M. Construction must begin on each lot within a six (6) month period after title has passed to the new owner (this does not include unsold lots). Once the construction of any building is begun, work thereon must be pursued diligently and continuously and must be completed within twelve (12) months.
- N. Garage doors shall not be permitted on the front of houses, except in cases in which is unavoidable; in which instance, electric automatic door closers shall be used. The Architectural Control Committee will determine if front garage doors are unavoidable and necessary.
- O. Outside air conditioning units may not be located in the front yard, only on the side or rear as required.
- P. No plumbing or heating vent shall be placed on the front of the house, only on the side or rear as required.
- Q. No off street parking will be allowed in front of any lot, which includes trucks, cars, pick-ups or any other type vehicles.
- R. No animals shall be permitted in subdivision unless on leash and accompanied. No animal shall be allowed on any other property other than where the animal resides or common area without permission of owner of other property.

3. ARCHITECTURAL CONTROL COMMITTEE & PLAN APPROVAL

- A. The Architectural Control Committee shall be selected by the Developer and shall consist of a total of three (3) members. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor. Neither the members of the committee, not its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.
- B. No building shall be erected or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee.

- C. Any remodeling, reconstruction, alterations, or additions to the interior of an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.
- D. One set of prints of the drawings (herein referred to as "plans") for each house or other structures proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the office of the Committee, at least ten (10) days prior to the beginning of construction. All plans must include the following:
1. An accurate drawing and dimensional plot plan showing all building set-backs, easements, drives and walks.
 2. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete.
 3. Summary specifications or a list of proposed materials, including but not limited to roof, color, exterior paint color and brick samples. (Samples of exterior materials which cannot be adequately described on the plans).
 4. An accurate landscape plan shall be furnished which will include locating and identifying shrubbery, grass or any other exterior planning or other design planning in natural areas.
- E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications that have been submitted to it within ten (10) business days after receipt of the same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.
- F. Neither the Committee nor any architect or agent thereof nor the developer shall be responsible for any defects in any plan 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. Any approval given by the Committee as

provided herein shall not be deemed a warranty, either expressed or implied, or approval by the committee of the structural integrity or soundness of any structure to be erected upon any lot in the subdivision.

- G. The undersigned reserves for himself, his successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Jefferson County, and/or to the appropriate utility company or companies, right-of-ways or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary 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, on, in and over strips of land ten (10) feet in width along the rear property line of each lot and five (5) feet in width along each side line of each lot.
- H. The undersigned may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
- I. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any such restrictions or covenants, it shall be lawful for the undersigned or any person or any persons owning any lot in said subdivision: (A) To prosecute proceedings at law for the recovery of damages against the person or person so violating or attempting to violate any such covenant or restriction, or (B) To maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provide however, that the remedies in the paragraph contained shall be constructed as cumulative of all remedies now or hereafter provided by law.
- J. Any person purchasing a lot or lots in the referenced subdivision shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee.
- K. Subject to the approval of the undersigned and upon the unanimous vote of the Architectural Control Committee, the

Committee reserves the right to change, amend, delete, alter and add to the above regulations and restrictions.

- L. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described subdivision and are intended to create: (i) mutual, equitable servitude upon each lot within such subdivision; (ii) reciprocal rights between and among the respective owners and future owners of each lot within such subdivision and (iii) a privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, East Alabama Development Co., LLC, by and through its Member has caused this Declaration of Protective Covenants to be executed on this the 14 day of ~~JANUARY~~ 2005.

East Alabama Development Co., LLC




It's Member

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, THE UNDERSIGNED, a Notary Public, in and for said County in said State, hereby certify that the Member, whose name as East Alabama Development Co., LLC, signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the said instrument, he in his capacity as such Member, executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 13th day of April, 2004.



Notary Public

MY COMMISSION EXPIRES OCTOBER 21, 2008

(SEAL)

ARTICLE I

ARCHITECTURAL DESIGN STANDARDS

A relatively wide variety of architectural designs and materials is permitted in Hunters Creek Subdivision. However, a basic harmony shall prevail among the housing so that no dwelling shall detract from the attractiveness of the overall neighborhood. The Architectural Control Committee shall approve the design of each house to insure that all dwellings relate to each other in a positive manner.

The following list is provided in the hope it will give the builder and home owner some guidance in planning a house which will be an attractive addition to the growing residential community in Hunters Creek.

It shall be the sole decision of the Developer and the Architectural Control Committee what design, etc., shall be acceptable during the construction period.

1. No more than three different materials shall be used on the exterior of a house.
2. Front entry steps and porches shall be brick, stone, or dryvit. Wooden steps and stoops are acceptable on side or rear. Railings may be wrought iron or wood in a pattern and color appropriate for the style of the house.
3. Chain link or other wire fences shall not be used when finished installation would be visible from the street or in the case of a corner lot, both streets. A wooden fence or privacy screen shall be used in such cases.
4. Each house shall have a concrete driveway and a garage. Carports are acceptable only with the written approval of the Architectural Control Committee. No outbuildings shall be allowed. No front loaded garages shall be allowed.
5. All houses shall have landscaped front yards. Landscaping includes sod, mulch, shrubs and any other measures required to control erosion. Rear and side yards may be seeded or left in their natural state.
6. Open cuts are not acceptable on any part of the property and must be landscaped by using a wall or by sloping the cut and landscaping it with sod, mulch, shrubs or other measures necessary to properly control erosion on the slope.

7. **12" lapped type smooth masonite, vinyl or aluminum, siding patterns are not acceptable materials for the exterior wall. Other patterns in masonite exterior siding are acceptable (see Architectural Control Committee for approved materials).**
8. **There shall be no silver finish metal doors or window of any kind; however, factory painted or dark aluminum windows may be used, if aluminum windows are used. Brick mold must be used as a surround.**
9. **Roofs shall not be less than 10/12 slope. This does not include porches or dormers. Roofing shingles and trim shall match the architectural style of the house.**
10. **The driveway and garage shall not face the main street on corner lots.**
11. **All mail boxes and designs must be approved by the Architectural Control Committee. Developer shall have the right to specify the specific type, color, design and style of mailbox to be used.**
12. **Without agreement of two-thirds of the owners of the lots in the subdivision, no house shall have exterior block walls covered with stucco, paint or masonry paint. In no event shall block walls be left unfinished. Brick, stone or dryvit are acceptable.**
13. **All exteriors shall be a minimum of 75% brick, stone, dryvit are acceptable.**

ARTICLE II

HOMEOWNERS ASSOCIATION

1. **Every owner of a lot in Hunters Creek subdivision is subject to assessment and shall be a member of the Hunters Creek Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment, and subject to provisions of to the Protective Covenants.**
2. **The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.**

ARTICLE III
COVENANT FOR MAINTENANCE ASSESSMENT

1. Each owner of any lot by acceptance of a deed on the purchase of a lot is deemed to covenant and agree to pay the Association: 1) Annual assessments or charges and 2) Special assessments for capital improvements. Such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fee should be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall be the personal obligations of the person who was the owner of such property at the time when the assessment fell due. Personal obligation for delinquent assessments shall not pass to his successors in title expressly assumed by them.
 - A. Purpose of Assessments: The assessment levied by the by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the development and for improvements and maintenance of the entrance way, common areas and natural preservation area, landscaping and all beautification easements within the development.
 - B. Commencement of the Assessment: The Homeowners Association will assume maintenance and responsibility of the entrance way and all common areas of Hunters Creek upon receipt by the Board of Directors of a written certification of completion by The City of Trussville. This certification shall state that all paved areas, landscaping easements, drainage structures, drainage ways of Hunters Creek are completed and in good repair. This certification shall be obtained at the sole expense of the developer and shall be received by any Director of the Homeowners Association.
 - C. The annual assessment shall not commence until January 1, 2007 and shall be paid in advance. The annual assessment shall be Two Hundred Dollars and no/100 (\$200.00) per lot, the maximum annual assessment may be increased each year by not more than five percent (5%) of the previous year's assessment without a majority vote of Homeowners. The Board of Directors of the Association may fix the annual assessment at an amount not to exceed the maximum annual assessment. Provided, however, should an extraordinary assessment be necessary and should such assessment be greater than that provided herein, such assessment must be approved by two-thirds (2/3) vote of the membership of the Association. Lots owned by the

developer shall not be subject to any assessment by the Association, be it annual or special.

- D.** In addition to the annual assessment authorized above, the Association may levy in any assessment year special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the entrance way area or the bridle paths, nature trails or other common area, provided that any such assessment must have the assent and approval of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- E.** Written notice of any meeting called for the purpose of taking any action authorized under Article III shall be sent to all members not less than thirty (30) days, not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members of proxies entitled to vote shall at least 60% which shall constitute a quorum. If the required quorum is not present, another meeting shall may be called subject to the same notice requirements and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.
- F.** Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a yearly basis.
- G.** The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors.
- H.** The Association shall upon demand and for a reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessment on a lot has been paid. A properly executed certification of the Association as to the status of the assessment on a lot is binding upon the Association as of the date of its issuance.
- I.** Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight per cent (8%0 per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose this lien against the property. This lien may only be foreclosed by the

Association upon the sale of the property by owner or the nonpayment of assessments for two (20 consecutive years. No owner may waive or otherwise escape liability for the assessment provided herein.

- J. This lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lots shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceedings and lien thereof shall extinguish the lien of such assessment as to payments which become due prior to such sale transfer. No sale or transfer shall release such lot from liability for any assessment thereafter becoming due or from the lien thereof.
1. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any lot on said land; A) To prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or B) To maintain a proceeding in equity against the person or person so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, that the remedies in this paragraph
2. It is understood and agreed the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from April 12, 2006, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporation violating or threatening to violate said covenants and restrictions; And failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

IN WITNES WHEREOF, the said developer and lot owners have executed this instrument on the 14 day of JANUARY, 2005.

East Alabama Development Co., LLC

By: 

Member

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04/13/2006 03:06:12 PM REST
Fee - \$34.50

Total of Fees and Taxes-\$34.50
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