

STATE OF ALABAMA
COUNTY OF ST. CLAIR

2006 367
Recorded in the Above
DEED Book & Page
01-10-2006 03:21:02 PM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

DECLARATIONS OF COVENANTS CONDITIONS:
RESTRICTIONS AND RIGHTS FOR
ARCHER'S BEND HOME OWNERS

ARCHER'S BEND HOMEOWNERS

WHEREAS, it will be the mutual benefit of the present owner of said property and to all prospective owners and the general public to subject property to the following covenants, terms, conditions, restrictions and limitations after this set forth:

NOW, THEREFORE, the owner now declares that all of the above described properties and any subdivisions thereof shall be held, sold and to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

The undersigned does hereby adopt the following Restrictive Covenants which shall be applicable to all lots in Archer's Bend Subdivision, recorded in Map Book 205 Page 13, in the Office of the Judge of Probate, St. Clair County, Alabama at Pell City.

I. ARCHITECTURAL REVIEW COMMITTEE

- A. An Architectural Control Committee is hereby established in accordance with Procedure for Architectural Review, attached hereto and made a part hereof, marked Exhibit "A"
- B. No residence shall be constructed without compliance with provisions set out in said procedure.
- 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 Architectural Review Committee.
- D. Neither the Committee nor any architect nor agent hereof nor the developer shall be responsible for checking for any 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.
- E. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

II. EXCLUSIVE RESIDENTIAL USES AND IMPROVEMENTS

- A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively except those specifically mentioned as community park or recreation areas.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling and an approved outside storage structure.
- C. Notwithstanding anything to the contrary herein, the undersigned developer or their assigns shall be permitted to reconstruct and maintain on one lot only a structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or their assigns.
- D. No dwelling shall be erected on any lot of said subdivision, the front line of which (not counting the front line of any porch or terrace or any projections, not exceeding four (4) feet, excluding steps), shall be nearer the road or street right of way on which lot faces than 40'0" feet, unless noted of record plat, and that

- no dwelling shall be erected on any lot of said property, the side line of which shall be nearer the side line of said lot than fifteen (15) feet, and no home shall be constructed in this closer to one another than thirty (30) feet.
- E. No dwelling shall be erected containing less than one thousand eight hundred (1800) square feet of living (heated) area for one-story buildings, exclusive of porches, garages, and basements. Any half-story dwelling must contain no less than two thousand (2000) square feet of living (heated) area, at least twelve hundred (1200) square feet of livable floor area on the first floor. Any two story dwelling must have at least twenty four hundred (2400) square feet of living (heated) area.
 - F. All dwellings will have brick on all sides of the foundation and walls, and aluminum windows must have brick mold frames. Vinyl windows can be installed.
 - G. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding except with the written consent of the developer.
 - H. No more than a single family unit shall occupy any dwelling house (no boarding houses).

III. GENERAL REQUIREMENTS

- A. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds on such lots which shall tend to decrease the beauty of the specific area of the neighborhood as a whole.
- B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserve 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, weeds or other unsightly growth or trash which in the 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, which charge shall constitute a lien upon such lots enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned developer and builder or their assigns during the sales and development period, such sales periods to extend until the last lot is sold by the undersigned developer.
- C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot except dogs or cats. These household pets may be kept provided they are not kept, bred or maintained for commercial purpose. All pets are to be kept in a fence if outside and not allowed to roam free.
- D. No noxious or offensive trade or 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 any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on 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 compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be placed or screened by shrubbery or other appropriate material approved in writing by the committee as not to be visible from any road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
- G. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by the appropriate governing agency.
- H. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. This provision shall not apply to the developer or builder or their assigns during the sales period.
- I. When the construction of any building is begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.
- J. Outside air conditioning units may not be located in the front yard of any yard.

- K. All garages attached to the home must have a side or rear entrance. Any detached garage must be located at the rear of the home.
 - L. No fencing or walls shall extend nearer the street than the front line of the home or the adjoining home, nor exceed six feet six inches (6'6") in height, with all wood sections not closer to the ground than four (4) inches. All fencing should be treated wood and shall be erected with non corrosion nails or fasteners. No chain link fence will be allowed in subdivision. All fencing layout to be approved by the Architectural Review Committee.
 - M. No shrubs or trees shall be planted on street corners that will impede view of sight or pedestrians or automobiles.
 - N. No automobiles or similar vehicles will be stored on any lot or kept on blocks unless in the basement or a garage structure.
 - O. No satellite or microwave dishes shall be placed on a lot which shall be visible from the street.
 - P. No walls above grade of the lot shall be erected, nor growing hedges planted and maintained on said property in front of the front line of the residence except as needed for retaining walls due to elevation. No wall or fence shall be erected on the rear of the property which exceeds six (6) feet in height. Any walls on the rear of the property above the line of site must be approved in writing by the Architectural Control Committee.
 - Q. Upon the completion of a residence, all front and side yards will be landscaped with solid sod. The rear yard may, at builder's or owner's option be sprigged or seeded.
 - R. The roof pitch on any residence shall not be less than 6 and 12 unless first approved in writing by the Architectural Control Committee.
 - S. No motor home, utility trailer, travel trailer, or boat can be stored on driveway. They must be stored behind the home. No tractor trailer trucks, panel vans, or other commercial truck in excess of a one ton classification shall be parked on any lot.
 - T. All mailboxes will be located by the developer and installed by the homeowner or builder to specific design and location criteria. All mailboxes will be of a single design available from the developer at a reasonable cost. The homeowner may purchase from other vendors as long as the design is the same and is approved by the Architectural Control Committee in writing.
- IV. 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 proceedings 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, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.
- V. These covenants and restrictions may be altered only with the consent of a majority vote of lot owners after agreement of the developer.
- VI. It will be mandatory that each lot owner be a member of the Archer's Bend Home Owners Association and pay annual dues. The amount of the fee will not exceed \$150 per year until the Home Owners' Association is formed.
- VII. Lot owner will be charged a fee and subject to any assessments whether home is built or not.
- VIII. All builders constructing structures within Archer's Bend Subdivision and no person or company may act as a general contractor without permission of the undersigned developer.

IN WITNESS WHEREOF the said developer and lot owners have executed this instrument on the 10th day of January, 2006

KJH

BY: 

Howell Keith Henderson, Managing Partner

EXHIBIT "A"

PROCEDURE FOR

ARCHER'S BEND SUBDIVISION

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1. An Architectural Review Committee shall be established for the Archer's Bend Subdivision, in writing. Concurrence by a majority of the committee shall be binding and final. This committee will consist of Howell Keith Henderson, Harold Quick and Joe Paul Abbott, or such other persons the committee may designate.
2. When a builder or lot owner develops a house plan either for pre-sale or speculation, he shall deliver two copies to the Architectural Review Committee.
3. House plan submitted for review shall include:
 - a. Detailed architectural drawings such as are generally acceptable to lending institutions for purposes of making loans.
 - b. Elevations indicating grade and material.
 - c. Site plan indicating setback requirements and proposed house location and depth.
4. No clearing or other site construction may be started before plans are approved in writing.
5. Approved plans for a particular lot are good for that only.
6. The Archer's Bend Subdivision Home Owners' Association will be successor to the Architectural Control Committee to properly carry out and monitor the purpose and design of all covenants and restrictions.
7. Outdoor dog houses, freestanding play houses, and tree houses will be subject to approval by the Architectural Review Board.
8. Burglar bars or doors, including wrought iron doors are not permitted.
9. Storm doors and screen doors on the front of any dwelling must be painted to match the trim color of the home.
10. Appropriate window treatments shall be used on all windows. All blinds, drape backings or shades must be of a white or off-white color.
11. Bird feeders, bird baths, fountains, reflectors, freestanding flag poles, statues, lawn sculptures, lawn furnishings, wood carvings, artificial plants, clotheslines, vegetable and/or herb gardens, plaques or home craft of any type shall not be placed on the front or side yard of any lot. Such items may be located on the rear yard so long as the same are not visible from the street.
12. Remodeling and additions to existing improvements shall follow the same criteria as new construction.
13. 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 or damages.
14. All fences shall be uniform and comply with specifications as approved by KJH. Chain link or wire fences are not permitted. No fencing or walls shall extend nearer the street than the front line of the home or adjoining home, nor exceed six feet six inches (6'6") in height, with all wood sections not closer the ground than four (4) inches.
15. All mailboxes shall be uniform and comply with the specifications as approved by KJH.

16. No dwelling, outbuilding, buildings, garages or servants houses shall be erected or begun on said lots without plans, specifications, architectural drawings, grades and location thereof having first been delivered to and approved in writing by the Architectural Review Board and the City of Pell City, Alabama.
17. No window mounted heating or air conditioning units are allowed.
18. Play equipment shall be located where it will have a minimum visual impact. Basketball goals shall be mounted on black poles and have clear plexiglass or acrylic backboards. Metal play equipment should be painted to blend with the surrounding environment.

ACCEPTANCE:

DATE _____

PURCHASER _____

SELLER/BUILDER



EXHIBIT B

CONSTRUCTION AND MAINTENANCE REQUIREMENTS
NEW CONSTRUCTION

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- Roofing: Certaineed Patriot 30 YR or approved equal. No tile or metal roofing.
- Windows: Moss No. 1940 Double Hung Vinyl or Equal
- Mailbox: As selected by developer. All mailboxes to be the same, no exceptions. Mailboxes to be installed by vendor at owner or contractor's expense.
- Storage or Out Buildings: All buildings shall be no closer than 25 feet from side or rear lot lines nor beyond rear home building line.
- Set Backs: Front 35' minimum, 45' maximum
Side 15'
- Landscaping and Lighting: Subject to architectural control and approval
- Fencing: Wood or colored chain link (black or brown) not to extend beyond rear building line. Other request beyond this will be submitted to architectural control committee for review.
- Driveways: Piping and drainage approved by building inspector and maintained by lot owner. Lot owner and/or contractor are responsible for connecting to existing infrastructure (sidewalks and curbs) in a smooth transition not to disturb existing layout and elevations.
- Property Maintenance: **Unimproved:** Maintained to a maximum height of 2 feet to within 40 feet of all lot lines.
Improved: Sod or grass on front and sides to cut regularly. Natural areas to be maintained to a maximum height of 2 feet and all deadfall removed regularly.
- Maintenance During Construction:
1. Port O Let present and maintained.
 2. Trash containers present and maintained.
 3. Construction debris removed daily from adjoining property and common areas.
 4. No parking on curbs or sidewalks by workers or others.
 5. Silt fence and appropriate storm water and erosion practices maintained by lot owner and/or contractor for duration of construction.
 6. Damage to any common area or property is to be repaired by lot owner and/or contractor and said repair is to be made before occupancy.
 7. **ABSOLUTELY NO CONCRETE TRUCK WASH OUT ALLOWED WITHIN SUBDIVISION.**

EXHIBIT C

COMMON AREA DESIGNATIONS AND REQUIREMENTS

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Maintenance of common areas will be done on a timely basis and paid for by the association and developers. At such time as 70% of the lots in subdivision have sold, the association will assume full responsibility for maintenance.

Association dues will be \$30 per month until such time as association assumes control. In lieu of increased association dues, the association and/or developer may offset costs by assessments. At the closing of all lots, an annual payment of dues will be escrowed and then billed monthly after the first twelve months.

A separate account will be maintained by the developer and open for review to all lot owners until such time as the association takes full responsibility for account management. The developer will keep adequate records of all revenue and expenses of the account.

COMMON AREAS:

1. Landscaping, sprinkler systems and lighting at entrance and pavilion.
2. Pavilion and all amenities.
3. Curb, gutter and sidewalk other than that deemed city responsibility.
4. All street signs, entrance signs and lighting.
5. Paving at park or any other paving not deemed to be city responsibility.

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Term/Cashier: S RECORD1 / LeeD
Tran: 3452.87674.133207
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CER Certification Fee 1.00
PJF Special Index Fee 5.50
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Total Fees: \$ 27.50