



DECLARATION OF RIGHTS, COVENANTS,  
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS  
AND CONDITIONS APPLICABLE TO  
JUNIPER CREEK FISHING VILLAGE,  
A SUBDIVISION

**STATE OF ALABAMA  
COUNTY OF ESCAMBIA**

**DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE  
OBLIGATIONS AND CONDITIONS APPLICABLE TO  
JUNIPER CREEK FISHING VILLAGE, A SUBDIVISION**

This Declaration Of Rights, Covenants, Restrictions, Affirmative Obligations And Conditions Applicable To Country Club of Brewton, A Subdivision ("Declaration") is made on this the \_\_\_\_ day of \_\_\_\_\_, 200\_, by JUNIPER CREEK DEVELOPMENT, INC., an Alabama corporation, (the "Developer"), applicable to Juniper Creek Fishing Village, A Subdivision (the "Subdivision").

WHEREAS, the Developer owns that certain land located in Escambia County, Alabama, as shown on the Subdivision Plat of Juniper Creek recorded in the records of the Office of the Judge of Probate of Escambia County, Alabama (the "Property"); and

WHEREAS, the Developer desires to provide for the preservation of the value of the Subdivision and for the maintenance of the Common Properties; and to this end, the Developer has consented to subject the Property to the covenants, restrictions, easements, affirmative obligations, charges and liens hereinafter set forth (the "General Covenants" or "these Covenants"), each and all of which is and are hereby declared to be for the benefit of the Property and every owner of any and all parts thereof.

**WITNESSETH:**

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied and used subject to these Covenants. These Covenants, the benefits of these Covenants, and the affirmative and negative burdens of these Covenants shall touch and concern and run with the property.

**ARTICLE I**

**DEFINITIONS**

In this Declaration, the following words will have the meaning ascribed to them in this Article I:

Section 1.01 ASSOCIATION shall mean and refer to The Property Owners Association of the Juniper Creek Development, Inc., an Alabama non-profit corporation, its successors and assigns. This is the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions to which the Articles of Incorporation and By-Laws of the Association make reference.

Section 1.02 COMMON PROPERTY OR PROPERTIES OR COMMON AREA PROPERTY OR PROPERTIES shall mean and refer to that certain real and/or personal property conveyed to the Association by the Developer in accordance with Section 8.01. In addition, the Recreational Area as shown on the Plat and the median to any portion of a private or dedicated road or street, within or abutting the Property, including, without limitation, Lake Juniper Road, shall be included in the Common Area unless otherwise provided.

Section 1.03 DEVELOPER shall mean and refer to Juniper Creek Development, Inc., an Alabama corporation, its successors and assigns.

Section 1.04 DWELLING UNIT shall mean and refer to that portion of any Improved Lot intended for use, or being used, as a single-family residential dwelling.

Section 1.05 ENCLOSED LIVABLE AREA shall mean and refer to that area of the Dwelling Unit that is completely enclosed and protected from the weather (heated and cooled) and intended as the living quarters of the Dwelling Unit.

Section 1.06 IMPROVED LOT shall mean and refer to a Lot on which is located a building and/or other structure(s) as to which required approvals for use and occupancy have been obtained.

Section 1.07 INSTITUTIONAL MORTGAGEE shall mean and refer to any federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust which holds a first mortgage or other first lien or charge upon the Property or portion of the Property or any interest therein which is of record in the Office of the Judge of Probate, Escambia County, Alabama.

Section 1.08 LOT shall mean and refer to any of the two hundred and fifty (250) numbered and delineated parcels shown on the Plat, as the same may be amended from time to time, and any additional Lots added by Developer pursuant to Section 2.02.

Section 1.09 MEMBERS OR MEMBERSHIP shall mean and refer to the Association's members.

Section 1.10 OWNER OR PROPERTY OWNER shall mean and refer to the holder of record of fee simple title to any Lot. Notwithstanding any applicable legal theory of any mortgagee, "Owner" shall not mean or refer to the mortgagee, mortgagee's heirs, successors or assigns, unless such mortgagee has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee of any Owner, nor shall the term "Owner" mean or refer to any person holding title merely as security for the payment of a debt. In the event there is of record a deed granting one or more parties a life estate in any Lot, the Owner of said Lot shall be deemed to be the holder or holders of the life estate, regardless of who owns the fee interest.

Section 1.11 PLAT OR SUBDIVISION PLAT shall mean and refer to the plat of the Juniper Creek Fishing Village Subdivision, as recorded in various phases in the records in the Office of the Judge of Probate, Escambia County, Alabama.

Section 1.12 PUBLIC RECORDS shall mean and refer to the records of the Office of the Judge of Probate, Escambia County, Alabama.

Section 1.13 SUBDIVISION shall mean Juniper Creek Fishing Village, A Subdivision, as shown on the Plat of the Subdivision, as recorded in various phases in the Public Records of Escambia County.

Section 1.14 UNIMPROVED LOT shall mean and refer to any Lot that is not an Improved Lot.

Section 1.15 WILDERNESS AREAS shall mean and refer to those areas designated on the Plat of the Subdivision as "Wilderness Areas."

## ARTICLE II

### FUTURE DEVELOPMENT AND ADDITIONS TO THE PROPERTY

Section 2.01 FUTURE DEVELOPMENT. The Developer, its successors and assigns, may develop other property and may as a matter of right, without the consent of the Association or the Owners, convey additional parcels to the Association without regard to the location of such parcels of land within the Property. At the time of conveyance to the Association, these properties shall be designated as Common Properties. The Developer shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the Lots and Common Areas as shown on the

Plat. Any property conveyed by the Developer to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

**Section 2.02 ADDITIONS AND WITHDRAWALS OF PROPERTY.**

Additional property may become subject to this Declaration or be withdrawn from this Declaration in the following manner:

(a) Additions. The Developer, its successors and assigns, shall have the right, without further consent of the Association or the Owners, to bring within this Declaration any additional property. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing in the Office of the Judge of Probate, Escambia County, Alabama, a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the additional properties.

(b) Withdrawal. The Developer, its successors and assigns, without consent from the Association of the Owners, shall have the right, at any time or from time to time, to withdraw portions of the Property from this Declaration. The withdrawal authorized by this subsection shall be made by filing in the Office of the Judge of Probate, Escambia County, Alabama, a supplementary Declaration with respect to the property which has been withdrawn.

(c) Mergers. Upon merger or consolidation of the Association with another association as provided for in the By-Laws of the Association, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change or addition to this Declaration with respect to the property, including, without limitation, the maximum limits on assessments of the Association, or any other matter substantially affecting the interest of Members of the Association.

Section 2.03 PLATTING AND SUBDIVISION OF THE PROPERTY. The Developer, its successors and assigns, without consent from the Association or the Owners, shall be entitled at any time and from time to time to subdivide, plat and/or re-plat all or any portion or part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

### ARTICLE III

#### GENERAL COVENANTS AND RESTRICTIONS

Section 3.01 PURPOSES. The primary purpose of these Covenants and Restrictions and the foremost consideration in the origin of same has been the creation of a subdivision that is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. In order to implement the purposes of these Covenants, the Developer shall establish and amend from time to time objective guidelines which shall be in addition to these Covenants and shall be called the Juniper Creek Fishing Village Subdivision Design Guidelines (the "Design Guidelines").

Section 3.02 LOTS LIMITED TO RESIDENTIAL USE. All Lots shall be used for single-family residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to, or permitted to remain on any Lot other than those structures and improvements approved for use and occupancy by the Developer in accordance with the Design Guidelines published from time to time by the Developer.

Section 3.03 SITING. All Dwelling Units, buildings, and other improvements must be located within the following setback lines as shown on the Subdivision Plat and in accordance with the Design Guidelines:

Front Yard: 35 feet

Rear Yard: 15' from the 75' Environmental Buffer from lake line, 90' from lake level.

Side Yard: 10 feet each side

All improvements shall be located so that the maximum view and privacy will be available to each Dwelling Unit, and all improvements will be ideally located with regard to the topography of each Lot taking into consideration the location of trees or plants, and other aesthetic and environmental considerations. The Developer reserves unto itself, its successors and assigns, the right to control and to decide

solely (so long as (a) Developer's decisions are not arbitrary or capricious and (b) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any Dwelling Unit, building, structure or other improvement on any property in the Subdivision. The location shall be determined only after reasonable opportunity is afforded to the Property Owner to recommend a specific site; provided however, that in the event an agreed location is stipulated in writing in the contract of purchase from the Developer, and such location complies with the applicable local city and county subdivision regulations, the Developer shall approve such location for a residence or group of residences.

Section 3.04 SIGNS. No signs shall be erected or maintained on the Property or on any Lot at any time by anyone, including without limitation, a Property Owner, Realtor, contractor, or subcontractor, except the following approved signs: (1) one (1) "For Sale" or "For Rent" sign; (2) one (1) sign for a contractor displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (3) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (4) a sign which has been specifically approved in writing by the Developer. The Developer reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. All approved signs shall not exceed three (3) square feet in size and shall have a white background with black lettering. All "For Sale" or "For Rent" signs shall contain only the Lot number, real estate company (or individual agent if desired) and telephone number. All contractor signs shall contain only the Lot number, name of Owner, the general contractor, and telephone number. Signs must be placed parallel to the street and may not be displayed from the interior of any Dwelling Unit, building, or other improvement so as to be visible from the exterior.

Section 3.05 FLAGS. No flags may be erected or maintained on the Property except flags approved by the Developer as shown in the Design Guidelines.

Section 3.06 MAILBOXES. No mailboxes may be erected or maintained on the Property except mailboxes approved by the Developer. The actual cost of providing, erecting and maintaining a mailbox, including Developer approved numbering or lettering, shall be paid by the Property Owner. The Developer reserves the right to designate the location of all mailboxes.

Section 3.07 UNSIGHTLY CONDITIONS. It shall be the responsibility of each Property Owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their Lot either before, during or after

construction. Each Owner must provide or require an on-site dumpster for trash and litter during construction. It shall also be the responsibility of each Property Owner and tenant thereof to prevent accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 3.08 LIGHTS. The design and location of all exterior lighting fixtures shall be subject to the approval of the Developer. Neither these nor any other illumination devices located anywhere on the structures or grounds of any Dwelling Unit shall be located, directed, or of such intensity as to affect adversely the enjoyment of any adjacent Property Owner.

Section 3.09 ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one Dwelling Unit, provided said pets must be secured by a leash or lead, under the control of a responsible person and obedient to that person's command at any time they are permitted outside a Dwelling Unit. Any areas located on a Lot for the maintenance or confinement of pets are subject to prior approval by the Developer.

Section 3.10 SEWAGE DISPOSAL. Prior to the occupancy of a Dwelling Unit, septic tank shall be installed.

Section 3.11 WATER. Shallow private water wells used for non-household purposes only may be drilled or maintained on any Lot or any other portion of the Property with the approval of the Developer.

Section 3.12 REPAIRS AND HAZARDS. Any building or other improvement on any Lot attached thereto that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition. Any damage which causes a dangerous or unsafe condition to persons or which is unsightly and which is not repaired within a reasonable time (in no event longer than sixty (60) days) following notice, may be repaired or removed at the direction of the Association or the Developer, and the cost of such repairs or removal shall become a lien against the pertinent Lot and become the personal obligation of the Owner of such Lot. Any entry upon a Lot to effect such emergency repairs or removal shall not be deemed a trespass.

Section 3.13 OFFENSIVE ACTIVITY. No noxious or offensive activity shall be carried on upon any Lot or any other portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the community. The Developer shall have the express right, in its sole



discretion, to publish rules from time to time to prohibit, regulate or otherwise deal with activities which violate this Section.

Section 3.14 UTILITIES. All electrical, cable and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground unless the Developer specifically approves above ground installation of such lines.

Section 3.15 ANTENNAS. No television antenna, receiving "dish" over 24", radio receiver or sender or other similar device shall be attached to or installed on any Lot or structure within the Subdivision without the prior written consent of the Developer. Nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any building, Dwelling Unit, Lot or any other portion of the Property which may unreasonably interfere with the reception of television or radio signals upon any other part of the Property. However, the provisions of this Section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Subdivision.

Section 3.16 TRESPASS. Whenever the Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any of the Property or on the easement areas adjacent thereto, entering such Property and taking such action shall not be deemed a trespass.

Section 3.17 PARCELS. No Lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Developer. However, the Developer hereby expressly reserves to itself, its successors and assigns, the right to replat any Lot and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of any Lot or easements, walkways, tunnels, rights-of-way, roadways, and recreational facilities. The provisions of this Section shall also not prohibit the combining of two (2) or more contiguous Lots into one (1) large Lot. Three (3) Lots may be divided into two (2) Lots with approval by the Developer.

Section 3.18 INGRESS AND EGRESS. The Property Owner, in accepting title to Property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such Property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such Property Owner and successors in title) and agrees that such ingress and egress to the Owner's Lot may be limited to roadways built or approved by the Developer. The Developer, its successors, assigns, agents, employees and licensees, expressly reserve a right of ingress and egress upon and through any and all roads, roadways, bridges and any other

designated access routes in the Subdivision to any portion or part of the Subdivision or Property. Nothing in this Section shall be construed as placing an affirmative obligation on the Developer to provide or construct any road, bridge, or other means of ingress and egress to or within the Subdivision.

Section 3.19 FIREARMS. No hunting by any means or discharge of firearms of any type shall be allowed on the Property.

Section 3.20 BRIDGES. The Developer expressly reserves to itself, its successors, assigns, agents, employees, and licensees, any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, tunnels or fixed spans across any or all natural or man-made waters, canals, creeks, paths, or lagoons in the Subdivision. Nothing in this Section shall be construed as placing an affirmative obligation on the Developer to provide or construct any such improvement.

Section 3.21 LANDSCAPING. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent Property Owners shall be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a Lot, including vacant parcels, Common Area, or road right-of-way. All landscaping of any Lot shall be completed within ninety (90) days from the completion of construction of the improvements. These provisions shall not apply to the Developer until the last Lot is sold to an Owner other than the Developer.

Section 3.22 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main Dwelling Unit and approved by the Developer. There shall be no occupancy of any Dwelling Unit until the interior and exterior of the Dwelling Unit are completed and a certificate of occupancy, or other satisfactory evidence of completion, is received and approved by the Developer.

Section 3.23 FENCES AND HEDGES. All fences, hedges, and similar improvements must be constructed, installed, and maintained in accordance with the Design Guidelines. Chain link or any other wire fences shall not be used. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may be used if constructed and placed in accordance with the Design Guidelines.

Section 3.24 GARAGES. All Dwelling Units must have a minimum of a two (2) vehicle enclosed garage and must meet the requirements of the Design



Guidelines. No carports will be allowed. Garage openings may not be constructed on the front of Dwelling Units unless specifically approved by the Developer in those limited instances when it is unavoidable. In all cases electric automatic door openers/closers shall be installed and used. Any garages visible from the street must be kept closed when not in use.

Section 3.25 RECREATIONAL VEHICLES AND BOATS. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, unmaintained cars, trucks, or any similar items shall be stored on or at any Lot for a period of time in excess of twenty-four (24) hours, unless housed in an enclosed garage or parked or stored in an area of the Property specifically designated for such use by the Developer.

Section 3.26 REMEDIES FOR VEHICLE AND RECREATIONAL EQUIPMENT VIOLATIONS. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association or the Developer, at the sole expense of the Owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) hours. The Association or the Developer shall not be liable to the Owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal or failure of the Owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 3.27 OTHER RECREATIONAL OR GOLF FACILITIES. Other property located adjacent to or near the Subdivision (not being a portion of the Property referenced herein) may be used for a public, private, or semi-private country club, golf course and/or other recreational use and will be independent and separate from the recreational facilities in the Subdivision. No Owner shall have any right or interest in, or use of any such country club, golf club, golf course, or other recreational facilities other than any membership or use for which an Owner may qualify and purchase from the owner or operator of such facilities. Persons playing golf on the golf course located near or adjacent to the Subdivision shall have an easement and license to go upon an Owner's Lot located adjacent to the golf course to retrieve errant golf balls, so long as such person does not damage an Owner's property while accomplishing such retrieval. Any golfer causing damage by an errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner or operator of the golf course shall not be responsible therefor. The present or future use of any property located adjacent to the Subdivision as a golf course may be discontinued or suspended at any time by the owner of such golf course.



Section 3.28 LEASING RESTRICTIONS. No Dwelling Unit or other structure shall be leased by the Property Owner for a lease term of less than six (6) months, and only one primary family per Dwelling Unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

Section 3.29 PARKING. Each Owner shall provide sufficient space, off Subdivision roadways, for the parking of approved vehicles for the Owner's and Owner's family's use and the use of the Owner's guests in accordance with reasonable standards established by the Developer. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be prohibited at all times. Any vehicle violating this restriction may be removed by the Developer or its designated agent, and the owner of the vehicle shall be responsible for all charges for towing and storing the vehicle.

## ARTICLE IV

### EASEMENTS

Section 4.01 DEVELOPER EASEMENTS. The Developer reserves unto itself, its successors, assigns, contractors, licensees, and agents a perpetual, alienable and releasable easement and right on, over and under the ground of the Property (including each Lot) to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage, or other public conveniences or utilities on, in or over those portions of the Property as may be reasonably required for any purposes and to grant access easements or relocate any existing access easements in, on, or over any portion of the Property as the Developer shall deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof, or for the reason of carrying out the purposes of this Declaration; provided however, that no such easement shall be applicable to any portion of the Property as may (a) have been used prior to the installation of such utilities for construction of a building or structure whose plans were approved pursuant to this Declaration by the Developer, or (b) such portion of the Property as may be designated as the site for a building or structure on a site plan or for erection of a building or structure which has been filed with the Developer and which has been approved in writing by the Developer. These easement and rights expressly include the right to cut any trees, bushes or shrubbery, make any gratings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property Owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by

the Developer, or prompt and reasonable remuneration for such repairs shall be made to such Property Owner by the Developer.

Section 4.02 UTILITY AND GOVERNMENTAL SERVICES AND PRIVATE EASEMENTS. All Lots within the Subdivision shall be subject to utility, governmental services and private drainage easements as shown on the face of the recorded Plat and all rights of ingress, egress and access for persons and equipment associated therewith. In addition to the foregoing, the Developer reserves unto itself, its successors, assigns, contractors, licensees and agents a perpetual, alienable and releasable easement and right on, over and under the ground located ten (10) feet along both sides of all roads and rights-of-way and ten (10) feet along the side and rear lines of each Lot.

## ARTICLE V

### ARCHITECTURAL AND DESIGN REVIEW

Section 5.01 PURPOSE. In order to preserve the natural beauty of the Subdivision and its setting, to maintain the Subdivision as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to provide for the community's organized development, and to protect and promote the value of property, no building, fence, paving materials of any kind, screen enclosures, sewer drains, disposal systems, landscaping, or any other structure or improvement of any nature or any future addition or improvement shall be erected, placed, attached to or altered unless and until the proposed plans, design, specifications, exterior color or finish, plot plan (showing the proposed location of such building structure, drives and parking areas), building height, landscape plan, size and construction schedule shall have been approved in writing by the Developer prior to commencement of construction and a permit shall have been issued authorizing the structure or improvement in accordance with the Design Guidelines, as amended or modified from time to time.

Section 5.02 OBJECTIVES. Architectural and design review shall be directed toward attaining the following:

- (a) Preventing excessive or unsightly grading, indiscriminate earth moving, clearing of Property, or removal of trees and vegetation which could cause disruption of natural water courses or scar natural land-forms;
- (b) Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the Lots, with surrounding Lots and structures, and do not unnecessarily

block scenic views from existing structures or tend to dominate any general development or natural landscape;

(c) Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's overall appearance, with the surrounding development, with natural landforms and native vegetation, and with development plans officially approved by the Developer, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;

(d) Ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots and blend harmoniously with the natural landscape;

(e) Ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants; and

(f) Promoting building design and construction techniques that respond to energy consumption and environment quality considerations such as heat loss, air emissions, and run-off water quality.

**Section 5.03 SUBMISSION, APPROVAL AND REFUSAL OF ARCHITECTURE, SITING, LANDSCAPING AND OTHER BUILDING PLANS.**

Two copies of all plans and related data shall be submitted to the Developer prior to any improvements or modifications of any kind being made to any Lot. The Developer shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate any consulting architects, landscape architects, urban designers, or attorney's retainer. The fee initially established by these General Covenants shall be Two Hundred Fifty and No/100 (\$250.00) Dollars for each submission. The Developer shall have the right to increase this amount not more than once in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than nine (9) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Developer of the written request for approval, the provisions of this Section shall be thereby waived. Refusal or approval of plans, site location, building height, or specifications may be based by the Developer upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.



Section 5.04 ARCHITECTURAL AND DESIGN GUIDELINES. The Developer will publish Juniper Creek Fishing Village Subdivision Design Guidelines, as amended from time to time, which will set forth minimum criteria and controls for construction of improvements on the Property. In order to further carry out the objectives set forth in this Section, the Design Guidelines will provide for Lot line setbacks, Lot coverage and clearing limitations, landscaping, construction schedules, types of materials approved for incorporation in the exterior construction of structures and other requirements relating to the development of the Subdivision. All improvements or modifications to the Property shall meet and comply with the Design Guidelines, as amended or modified from time to time. All plans submitted to the Developer must incorporate the provisions of these Guidelines prior to the Developer becoming obligated to review the plans, and the failure by the Developer to review non-conforming plans shall not be deemed a waiver of any of the provisions of this Section.

Section 5.05 APPROVAL NOT A GUARANTEE OR REPRESENTATION OF PROPER DESIGN OR GOOD WORKMANSHIP. No approval of plans, location or specifications, and no publication of Design Guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that it will comply with applicable federal, state or local governmental regulations. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Developer, its agents and assigns, shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The Property Owner shall have sole responsibility for compliance with approved plans and does hereby hold the Developer, its agents or assigns, harmless for any failure thereof caused by the Property Owner's architect or builder. The Developer reserves the right to prohibit the Property Owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans is determined by the Developer, in its sole discretion, to be intentional or due to gross negligence.

## ARTICLE VI

### DWELLING UNITS

Section 6.01 BUILDING HEIGHT. No Dwelling Unit shall be constructed on a Lot which has a height exceeding two and one-half habitable stories, excluding basements. The height of any structure, including all Dwelling Units, within the Property shall be subject to the prior review and approval in writing by the

Developer and shall be subject to all applicable guidelines of the Subdivision Design Guidelines and approvals of the Developer.

Section 6.02 **BUILDING SIZE**. All Dwelling Units shall comply with all applicable guidelines and approvals of the Developer and the Design Guidelines and be designed and constructed in an architecturally aesthetic manner in order to carry out the objectives set forth in Section 5.02 of this Declaration.

Section 6.03 **SETBACK AND SIDE LINE REQUIREMENTS**. All buildings built on any Lot shall comply with the setback and side lines restrictions as required upon such Lot as set forth in the applicable Design Guidelines and the recorded Plat. Such setback restrictions shall be a covenant running with the land.

Section 6.04 **COMPLETION OF CONSTRUCTION**. Dwelling Units may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction, the Property Owner shall require the contractor to maintain the Lot in a clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools, construction material and other debris from the Lot. Any damage to roadways, paths, Common Properties or any other Property owned by any person or entity caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner, or by the Developer at the Property Owner's expense.

Section 6.05 **SERVICE YARDS**. Each Property Owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, electric meters, air conditioning equipment, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. No window air conditioning units may be installed or used on any Lot. No clothes lines are allowed on any Lot.

Section 6.06 **GOVERNMENTAL APPROVAL**. All construction and alterations shall also be subject to applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.



## ARTICLE VII

### ADDITIONAL RESTRICTIONS TO IMPLEMENT EFFECTIVE ENVIRONMENTAL CONTROLS

In order to protect the natural beauty of the vegetation, topography, and other natural features of all properties within the Subdivision and in furtherance of the safe and aesthetic enjoyment of the Subdivision, the following environmental controls and restrictions are hereby established.

Section 7.01 TOPOGRAPHY AND VEGETATION. In order to protect the natural beauty of the vegetation and topography of the woodlands and other areas within the Subdivision, written approval of the Developer is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of topographic and vegetation characteristics. Written approval will be granted for the amount of earth movement required in plans and specifications approved pursuant to the provisions of Section 5.03.

Section 7.02 TREE OR UNDERBRUSH REMOVAL. Prior to approval of a Property Owner's final draw-up or plans by the Developer, no trees or underbrush may be removed without the written consent of the Developer.

## ARTICLE VIII

### PROVISIONS RELATING TO COMMON PROPERTY

Section 8.01 COMMON PROPERTY. The Developer intends to convey by statutory warranty deed to the Association as Common Property the following, subject to all restrictions and limitations of record and to all additional restrictions and covenants set forth in the deed of conveyance:

- (a) Those certain Common Property Areas as shown on the Plat as such, subject to any and all applicable restrictions, reservations, encumbrances and limitations of record and to all additional restrictions and covenants set forth in the deed of conveyance; and
- (b) Any other property located within or without the Subdivision that the Developer elects in its sole discretion to become Common Property.

Section 8.02 EROSION CONTROL. The Developer shall have the right, but not the obligation, to protect from erosion any property in the Subdivision including the Common Property by planting trees, plants, and shrubs where and to the extent necessary or by such mechanical means as construction and maintenance of siltation

basins, or other means deemed expedient or necessary by the Developer. The right is likewise reserved to the Developer to take steps necessary to provide and ensure adequate drainage ways, to remove diseased, dead or dangerous trees or underbrush, and to carry out other similar activities.

Section 8.03 RESERVATION OF EASEMENTS. The Developer reserves unto itself, its successors, licensees, contractors, agents, and assigns, a perpetual alienable and releasable easement, to go on, over, and under the Common Properties to erect, maintain, and use electric, community antenna television, telephone poles, wires, cables, conduit, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone and television equipment, gas, sewer, water, drainage, or other public conveniences or utilities in the Common Properties. These reservations and rights expressly include the right to cut trees, bushes or shrubbery as is reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee or assignee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

Section 8.04 PUBLIC RIGHTS LIMITED. The granting of the easement in Common Properties in this part in no way grants to the public or to the owners of any land outside of the Subdivision the right to enter such Common Properties or use the roadways or designated access routes located on the Common Properties without the express permission of the Developer, or the Association after the Common Properties are conveyed to the Association by the Developer.

Section 8.05 RESERVATIONS. The Developer expressly reserves to itself, its successors, assigns, licensees and agents every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration, including but not limited to the use of the roadways and designated access routes located in the Common Properties.

Section 8.06 DEVELOPER ACTIONS. Where the Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any Property, entering the Property and taking such action shall not be deemed a trespass or breach of these Covenants.

Section 8.07 NO OBLIGATION ON DEVELOPER. It is expressly understood and agreed that the granting of the easements set out in this Article in no way places a burden of affirmative action on the Developer.

Section 8.08 WILDERNESS AREAS. Those areas designated on the Subdivision Plat as Wilderness Areas shall be owned by the Developer and may be conveyed to the Association in the Developer's sole discretion.

## ARTICLE IX

### MEMBERSHIP IN THE ASSOCIATION

The Developer has formed or will cause to be formed The Property Owners Association of Juniper Creek Development, Inc., an Alabama non-profit corporation.

Section 9.01 MEMBERSHIP. Every Owner, including the Developer, shall automatically, and by virtue of such status as an Owner, be a Member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any Lot. Transfer of record of the ownership of any Lot shall automatically transfer membership in the Association.

Section 9.02 VOTING RIGHTS AND GOVERNANCE OF THE ASSOCIATION. Voting rights of Members are as follows:

A. Class A Members consisting of all Members other than the Developer, shall be entitled to cast one (1) vote for each Improved or Unimproved Lot owned in all matters in which membership voting is authorized in the Declaration, the Articles of Incorporation, the By-Laws or any other rules and regulations binding upon the Association, except as specifically provided herein.

B. The Class B Member, being the Developer, shall be entitled to cast five (5) votes for each Improved or Unimproved Lot owned by the Developer in all matters in which membership voting is authorized in the Declaration, the Articles of Incorporation, the By-Laws or any other rules and regulations binding upon the Association. So long as there is a Class B Member of the Association, the Class B Member shall be entitled to elect a majority of the members of the Board of Directors of the Association.

C. Notwithstanding any provision herein to the contrary, no amendment to the Declaration or to the Articles of Incorporation shall be effective without the written consent of the Class B Member, so long as there is a Class B Member of the Association, that is, until the Developer has sold or otherwise conveyed all of the Lots it owns.

D. Notwithstanding the preceding paragraphs, if any assessment required to be paid by a Member is past due as of the time a vote is being taken, such Member

shall not be entitled to cast any vote at such time with respect to the Lot on which the assessment is past due.

E. A Member entitled to more than one (1) vote must vote all of the Member's votes for or against a matter submitted to the Members for a vote, or such member may abstain from voting entirely, i.e., a Member entitled to more than one (1) vote may not split or fragment such Member's votes, but must vote (or abstain from voting) as a single unit.

F. When any Lot entitling the Owner thereof to membership in the Association has Owners which are corporations, trusts or partnerships, or where two (2) or more persons or entities are Owners, whether fiduciaries, joint tenants in common, tenants in partnership or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the Voting Member for all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Association prior to the exercise of a vote by such Owners.

## ARTICLE X

### MEMBERS' RIGHTS IN THE COMMON PROPERTIES

Section 10.01 MEMBERS' EASEMENTS OF ENJOYMENT IN COMMON PROPERTIES. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every Member and every guest or lessee of such Member shall have an easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. A Member's or lessee's spouse and children who reside with such Member or lessee on the Property shall have the same easement of enjoyment hereunder as a Member. The easement of enjoyment herein shall pass from a Member to a lessee during the lease term; provided, however, the Association may adopt additional restrictions to its rules and regulations limiting the easement of enjoyment of guests and lessees, including but not limited to the specification of minimum lease terms, the number of guests allowed, or the prohibition or use by lessees or guests of specific Association properties.

Section 10.02 TITLE TO COMMON PROPERTIES. The Developer has or will convey the Common Properties by statutory warranty deed to the Association, subject to all restrictions and limitations of record and to all additional restrictions and Covenants set forth in the deed of conveyance. The Association shall be required to accept such conveyance of the Common Properties and shall, after such conveyance, immediately become responsible for all maintenance, operation and

such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to this Declaration. The Common Properties shall also be conveyed subject to all easements and restrictive covenants of record at the time of conveyance and the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

Section 10.03 EXTENT OF MEMBERS' EASEMENTS. The easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association, in accordance with its By-Laws, to place mortgages or other encumbrances on the Common Properties as security for borrowings by the Association;
- (b) the right of the Association, in accordance with its By-Laws, to take such steps as are reasonably necessary to protect Common Properties against foreclosure;
- (c) the right of the Association, in accordance with its By-Laws, to suspend the voting rights and easements of enjoyment of any Member, lessee or guest of any Member for any period during which the payment of any assessment against the Property owned by such Member is delinquent, and for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay such assessment, and provided that the Association shall not suspend the right to use any roadways belonging to the Association, if any, although such use shall be subject to the rules and regulations established by the Association for such use;
- (d) the right of the Association, in accordance with its By-Laws, to charge reasonable user, admission or other fees for the use of the Common Properties and any facilities included therein, it being understood that this right of the Association allows it to have fees and charges apply to any Member, guest or lessee;
- (e) the right of the Association, in accordance with its By-Laws and subject to the General Covenants, to place any reasonable restrictions upon the use of the Common Properties shown on the Plat as being within the Subdivision, subject to an Owner's or lessee's right of ingress and egress, including, but not limited to, the types and sizes of the vehicles permitted to use the pathways and access routes, the maximum and minimum speeds of vehicles using said routes, and all necessary traffic and parking regulations. The fact that such restrictions on the use of the access routes shall be more restrictive than the laws of a state or local government shall not make such restrictions unreasonable;

(f) the right of the Association, in accordance with its By-Laws, to adopt and publish rules and regulations governing the use of the Common Properties, and the conduct of Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations;

(g) the right of the Developer, or the Association in accordance with its By-Laws, to dedicate or transfer to any public or private utility company, utility or drainage easements on, over or under any part of the Common Properties;

(h) the right of the Association, in accordance with its By-Laws, to give or sell all or any part of the Common Properties including a leasehold interest, to any public agency, public authority, public service district, utility company or private concern for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such gift, sale or determination as to purposes and conditions shall be authorized by the affirmative vote of at least two-thirds (2/3) of the total number of votes which may be voted by all the Members regardless of class, present or represented by proxy at a meeting called for such purposes, a quorum being present. Notwithstanding the foregoing, such a vote to give or sell as contemplated by this paragraph shall not be effective without the written consent of the Class B Member, so long as there is a Class B Member with voting rights, as set forth herein. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument or dedication or transfer affecting the Common Properties prior to the recording thereof. Such certificates shall be conclusive evidence of authorization by the Members;

(i) restrictions and limitations affecting all Property of the Subdivision as set forth in the General Covenants; and

(j) the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

**Section 10.04 EASEMENTS OF JOINT OWNERS.** In those instances where a Lot or Dwelling Unit is owned by two (2) or more entities or persons (who do not have the relationship of spouse, parent or minor child, one to the other) or by a trust, corporation, partnership or any other form of legal entity, such owners, trust, corporation or partnership or other entity shall annually appoint by written designation one (1) person as the "Primary Member". Such Primary Member shall have the same easement of enjoyment of Common Properties as Members who own or occupy such Property singularly. The remaining Members, fiduciaries, beneficiaries, officers or partners in a number not to exceed six (6), shall be entitled



an easement of enjoyment subject to the limitations set forth in this Declaration in the Common Properties, by each paying to the Association annually an amount equal to ten percent (10%) of the annual assessment charged against the Property owned by such persons, trusts, partnership, corporation or entity. This provision shall not apply to primary family members (husband, wife, son, stepson, daughter, step-daughter), subject to a maximum of two (2) primary families per Dwelling Unit or Lot.

## ARTICLE XI

### COVENANTS FOR ASSESSMENTS

Section 11.01 CREATION OF THE LIEN AND PERSONAL OBLIGATIONS FOR ASSESSMENTS. Each Owner, except the Developer, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Developer or the Association as provided below the following: (1) annual assessments or charges; and (2) special assessments or charges for the purposes set forth in this Article, both such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall be a charge and continuing lien on the real Property and improvements thereon against which each such assessment is made. Each such assessment, together with interest thereon at a rate per annum equal to ten percent (10%) from the date of delinquency until collected (unless waived by the Board), and the costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the Owner of such real Property at the time when the assessment first becomes due and payable. In the case of co-ownership of a Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment, interest, penalties, and cost of collection. If an assessment is not paid within forty-five (45) days after the due date, such assessment shall then be delinquent and interest shall be added to the amount as provided herein and a penalty in an amount to be determined annually by the Board of Directors of the Association and consistently applied shall be added to such assessment, and further, the Association may bring an action at law against the Owner personally, and there shall be added to the amount of such assessment the Association's actual attorneys' fees and disbursements related to such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and such actual counsel fees and disbursements together with the costs of the action. Unless otherwise provided by the Board of Directors, annual assessments shall be due and payable on or before the first day of the calendar year for which the assessment is due.



Section 11.02 PURPOSE OF THE ASSESSMENTS AND PAYMENT TO DEVELOPER. Notwithstanding any provision contained herein, until such time that the Developer has in fact conveyed to the Association all of the Common Properties, all assessments of any nature provided for herein shall be due and payable to the Developer, its successors or assigns, and all rights hereby established on behalf of the Association, including all remedies in event of default by an Owner, shall accrue to the benefit of the Developer. The assessments levied by the Association or the Developer shall be used exclusively for the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement and operation of the recreational amenities, roadways, paths, tunnels, boardwalks, bridges, street lighting, security systems, patrols and gates, insect control, vegetation control, drainage systems and similar purposes which are for the benefit of Property Owners, including Common Properties, and to provide all services which the Developer or Association is authorized to provide hereunder; including, but not limited to, payment of taxes and insurance, cost of labor and equipment, erosion control devices, materials, management supervision, accounting and Property Owner information services, repayment of loans and such other action as is necessary to carry out its authorized functions. Such assessments shall not be used to maintain or repair any Property not belonging to the Association comprising a portion of the Common Properties.

Section 11.03 APPLICATION OF "MAXIMUM" ASSESSMENT. The annual assessments, as set forth in the schedule hereinbelow, and as annually increased pursuant to the provisions of subparagraph (c) below, shall be levied by the Association or by the Developer pursuant to Section 11.01. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out below, it may levy such lesser assessments. However, so long as the Developer is engaged in the Development of properties which are subject to the terms of this Declaration, the Association may not reduce annual assessments below those set out in subparagraph (a) of this Section without prior written consent of the Developer. The levy of annual assessments less than the maximum regular annual assessments in one year shall not affect the Board's right to levy the maximum regular annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum regular annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association cannot be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments.

(a) The maximum regular annual assessment shall be the sum determined by the Board of Directors. The regular annual assessment for the year ending December 31, 200\_, is Two Hundred Forty and No/100(\$240)Dollars, payable



quarterly, including a Twenty-five And No/100 (\$25.00) Dollars late charge if such quarterly payment is over forty-five (45) days delinquent.

(b) All assessments charged by the Association shall be rounded to the nearest dollar.

(c) From and after January 1, 200\_, the maximum regular annual assessment for Improved Lots and for Unimproved Lots may be increased, adjusted or reduced from year to year by the Board of Directors of the Association as the needs of the Property, in the Board's sole judgment, may require.

**Section 11.04 SPECIAL ASSESSMENTS FOR IMPROVEMENTS AND ADDITIONS.** In addition to the maximum regular annual assessment authorized by Section 11.03 hereof, the Association may also levy special assessments against the Property Owners for the following purposes:

(a) construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;

(b) additions to the Common Properties;

(c) facilities and equipment required to offer the services authorized herein;

(d) repayment of any loan made by the Association to enable it to perform the duties and functions authorized herein.

The proportion of each special assessment to be paid by the Owners of the assessable Property shall be equal to their respective proportions of the annual assessments made for the assessment year during which such special assessments are levied.

**Section 11.05 RESERVE FUNDS.** The Association may establish reserve funds from its annual assessments to be held in reserve in an interest bearing account or in obligations of the United States, State of Alabama, or any agency of either, or in Triple-A debt, or in prime commercial paper with a maturity of not more than nine (9) months, as a reserve for (a) major rehabilitation or major repairs, (b) emergency and other repairs required as a result of storm, fire, natural disaster, or other casualty loss, (c) recurring periodic maintenance, and (d) initial costs of any new service to be performed by the Association.

**Section 11.06 DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS.** Notwithstanding anything in the foregoing to the contrary, the

annual assessments provided for herein shall commence on January 1, 2001. The annual assessment for the remainder of the year 2001 shall be due and payable on the date the Lot is purchased.

Section 11.07 DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot, in accordance with the assessment schedule as provided hereinabove, and shall at that time direct the preparation of an index of the properties and assessments applicable thereto which shall be sent promptly to every Member subject thereto.

The Association shall upon written demand from any Owner at any time furnish to such Owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the Owner of payment of any assessment therein stated to have been paid.

Section 11.08 SUBORDINATION OF THE LIEN OF MORTGAGE. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments occurring subsequent to the date such mortgage becomes of record and, provided further, that upon a sale or transfer of such Property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure, the title acquired by the purchaser of such Property shall be subject to the lien of such subsequent assessments.

Section 11.09 EXEMPT PROPERTY. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from the assessments, charges and lien created herein:

- (a) the Developer and any Lot(s) owned by the Developer;
- (b) the grantee in conveyances made for the purpose of granting utility and drainage easements;
- (c) the Common Properties;
- (d) property which is used in the maintenance and service of facilities within Common Properties, or by non-profit, governmental or charitable institutions; and

Section 11.10 ANNUAL STATEMENTS. The President, Treasurer, or such other officer as may have custody of the funds of the Association, within ninety (90) days after the close of each fiscal year of the Association, shall prepare and execute

general itemized statements as of the close of such fiscal year showing the actual assets and liabilities of the Association, and a statement of revenues, costs and expenses. The name of any creditor to which an amount of more than One Hundred Twenty And No/100 (\$120.00) Dollars is owed by the Association shall be set out in such statement. The Association shall furnish to each Member of the Association who may make a request therefor in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copies may be furnished to the Member either in person or by mail.

Section 11.11 ANNUAL BUDGET. The Board of Directors shall cause to be prepared and make available to all Members at the office of the Association at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. The financial books of the Association shall be available for inspection by all Members at the office of the Association at all reasonable times.

## ARTICLE XII

### FUNCTIONS OF THE ASSOCIATION

Section 12.01 OWNERSHIP AND MAINTENANCE OF COMMON PROPERTIES. The Association shall be authorized to own and/or operate and maintain Common Properties and equipment, furnishings, and improvements devoted thereto. Land included in Common Properties shall be used in the manner set forth by the Developer and/or the Association.

Section 12.02 SERVICES. The Association shall be authorized, but not required, to provide the following services:

(a) employment of a manager, an independent contractor, or such other employees as are necessary to perform services for the Association;

(b) cleanup and maintenance of all roadways, road medians and Common Properties within the Property and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole;

(c) landscaping and landscape maintenance of roadways, sidewalks, walking and bicycle paths, access routes, and any Common Properties;

(d) lighting of roadways, sidewalks and paths through the Property;

(e) insect and pest control to the extent that it is necessary and desirable in the judgment of the Board of Directors of the Association;

(f) legal and scientific resources for the improvement of air and water quality within the Property;

(g) construction of improvements on Common Properties as may be required to provide the services and equipment as authorized in this Article;

(h) administrative services including but not limited to legal, accounting and financial services; and communication services informing Members of activities, notice of meetings, referenda and other matters incident to the above listed services;

(i) liability and hazard insurance covering improvements and activities on the Common Properties;

(j) water, sewage and any necessary utility services not provided by a public body, private utility or the Developer;

(k) exercise of any rights reserved by the Developer and transferred by the Developer to the Association, including but not limited to all rights and functions of the Developer under the General Covenants; and

(l) taking of any and all actions necessary in the discretion of the Board of Directors to enforce this Declaration and all other covenants and restrictions affecting the properties of the Association and to perform any of the functions or services delegated to the Association in this Declaration or other covenants or restrictions or authorized by the Board of Directors.

**Section 12.03 REDUCTION OF SERVICES.** The Board of Directors of the Association shall periodically define and list a minimum level of services of the sort described in Section 12.02 to be furnished by the Association in any given year.

**Section 12.04 OBLIGATIONS OF THE ASSOCIATION.** The Association shall not be obligated to carry out or offer any of the functions or services specified by the provisions of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association or set forth in the By-Laws, taking into consideration the funds available to the Association and the needs of the Members of the Association.

**Section 12.05 MORTGAGE AND PLEDGE.** The Board of Directors of the Association shall have the power and authority to mortgage the Property of the

Association and to pledge the revenues of the Association as security for loans made to the Association to perform its authorized functions. The Developer may make loans to the Association, subject to approval by the Developer of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the maximum regular annual assessments at any time there are outstanding any amounts owing the Developer from loans made by the Developer to the Association.

Section 12.06 APPOINTMENT OF ATTORNEY IN FACT. By the acceptance and recordation of a deed from Developer to any Member, or Property Owner, each Member or Property Owner irrevocably appoints and designates the Board of Directors of the property owners association as his/her/its attorney in fact to petition the City of Brewton to include all property located within the Subdivision for inclusion in the city limits of Brewton, Alabama.

Section 12.07 TRANSFER OF AUTHORITY. This Declaration provides the Developer with various controls and rights, to be exercised (if at all) at the discretion of the Developer. This Declaration further provides that any of the Developer's rights and powers set forth herein may be specifically assigned to the Association. In the event that such powers are assigned of record to the Association, the Association shall promptly provide for appropriate procedures to perform its obligations pursuant to the powers transferred to it.

### ARTICLE XIII

#### ARCHITECTURAL CONTROL BY ASSOCIATION

Section 13.01 BOARD. Upon assignment of the architectural control function by the Developer to the Association, the Association shall appoint an Architectural Review Board composed of three (3) people, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) Member of the Association other than the officers, employees or agents of the Developer shall be a member of the Architectural Review Board. The Board of Directors of the Association may establish the rules of procedure for the Architectural Review Board in connection with the General Covenants.

Section 13.02 ARCHITECTURAL REVIEW AND APPROVAL FOR THE PROPERTY. Upon assignment by the Developer of architectural control functions to the Association with respect to any Lot within the Subdivision, the Architectural Review Board shall function to ensure compliance with the restrictions set forth herein and shall in all respects with regard to such Lot succeed to the powers of the Developer with respect to architectural review and approval. The Architectural



Review Board shall have the general rights of enforcement as set forth in this Declaration, including without limitation the right to enjoin violations.

Section 13.03 TRANSFER OF ARCHITECTURAL REVIEW AND APPROVAL. The Developer may assign its architectural control functions as provided in this Declaration, including those set forth in Article V, at any time. The Association shall be required to accept such assignment and comply with the provisions contained in this Declaration. Thereafter, all architectural control functions of the Developer as provided in this Declaration shall be performed by the Association.

## ARTICLE XIV

### AMENDMENT OF DECLARATION

Section 14.01 AMENDMENT BY DEVELOPER. The Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided, however, that this right of unilateral amendment shall expire after all Lots included herein or hereafter added by Developer pursuant to Section 2.02 have been sold to Owners other than the Developer, or fifteen (15) years from the date of the recording of this Declaration, whichever shall first occur, after which time this Declaration may be amended only in the manner set forth in Section 14.02 below.

#### Section 14.02 AMENDMENT BY ASSOCIATION.

(a) After the expiration of the right of the Developer to unilaterally amend this Declaration as provided in Section 14.01 above, amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by an affirmative vote of Members of the Association entitled to vote not less than a majority of the votes entitled to be cast by all Members, regardless of class, as provided in the Declaration, the Association's Articles and By-Laws, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to the Declaration being proposed by the said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or, in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days, nor later than sixty (60) days, from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary of the Association to give each Member written or printed notice of such special



meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days or more than fifty (50) days before the date set for such special meeting. Such notice shall be given to any Institutional Mortgagee of record who requests such notices and provides an address therefor to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at the Member's mailing address as it appears on the records of the Association, the postage thereon being prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such Waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Members. At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of Members of the Association entitled to vote not less than two-thirds (2/3) of the total number of votes which may be voted by all of the Members, regardless of class, present or represented by proxy at a meeting called for such purposes, a quorum being present. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Office of the Judge of Probate of Escambia County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the Owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. The written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

## ARTICLE XV

### GENERAL PROVISIONS

Section 15.01 DURATION. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors and assigns, if any, of the Developer for a period of thirty (30) years from the execution date of the Declaration, after which time all said covenants shall be automatically extended for successive period of ten (10) years each, unless changed in whole or in part by an instrument approved by the



affirmative vote by all of the Members, regardless of class, present or represented by proxy at a meeting called for such purposes.

Section 15.02 ENFORCEMENT. This Declaration shall be enforceable by the Association, the Developer, the Architectural Review Board, or any Member of the Association by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation or to recover damages, and to enforce any lien created by this Declaration. Failure by the Association or any Member or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.

Section 15.03 INTERPRETATION. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the determination of the Board shall be final and binding.

Section 15.04 SEVERABILITY. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 15.05 AUTHORIZED ACTION. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association in the manner provided for in the Articles and By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 15.06 NOTICE. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address of such Member appearing on the Association's Membership List not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered. Notice to one or more co-Owners or co-tenants of a Lot shall be considered notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a Member following the first day of the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to the Member's predecessor in title.



Section 15.07 LIMITED LIABILITY. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer contemplated under this Declaration, the Developer shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent, or required approval, whether given, granted, or withheld.

Section 15.08 TERMINATION OF ASSOCIATION. In the event that this Declaration is declared to be void, invalid, illegal, or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the Members of the Association should vote not to renew and extend this Declaration as provided for herein, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Escambia County, Alabama, which Trustee shall own and operate said Common Properties for the use and benefit of Owners within the Property as set forth below:

(a) Each Owner of any Lot shall be subject to an annual assessment which shall be paid by the Owner to the Trustee. The amount of such annual assessment and its due date shall be determined by the Trustee, in accordance with the provisions of Article XI.

(b) The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties as provided in this Declaration. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for the operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

Section 15.09 OTHER PROPERTY NOT SUBJECT TO DECLARATION. This Declaration shall not apply to or affect any other property owned by the Developer or located adjacent to or contiguous to the Property which is not specifically subjected to this Declaration by the Developer by written instrument recorded in the Public Records.

Section 15.10 ADDITIONAL RESTRICTIONS. The Developer hereby reserves the right to add additional restrictive covenants in the future which may

apply to any portion of the Property which has not been conveyed by the Developer to any grantee.

Section 15.11 SUCCESSORS TO DEVELOPER. The Developer reserves the right to assign to the Association or to any other entity any of its rights or functions reserved in these Covenants including, but not limited to, its rights to approve (or disapprove) plans and specifications of proposed improvements, its right to amend this Declaration, and its rights of enforcement.

Section 15.12 CAPTIONS. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed these presents on this 19<sup>th</sup> day of JANUARY, 2000.

JUNIPER CREEK DEVELOPMENT, INC.,  
an Alabama corporation

By: \_\_\_\_\_  
Vice - President

ATTEST:

Lynda B. Jackson  
Secretary

APPROVED AND CONSENTED TO by the following as all of the present Owners of Lots in the Subdivision.

\_\_\_\_\_(SEAL)

STATE OF ALABAMA  
COUNTY OF ESCAMBIA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Paul D. Owens, Jr. whose name as VICE - PRESIDENT JUNIPER CREEK DEVELOPMENT, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and

with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 19<sup>th</sup> day of January, 2001.

Linda B. Jackson  
Notary Public

My Commission Expires: 2-13-2004

STATE OF ALABAMA  
COUNTY OF ESCAMBIA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Linda Jackson, whose name as Secretary of JUNIPER CREEK DEVELOPMENT, INC., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 19<sup>th</sup> day of JANUARY, 2001.

Danlene C

Notary Public

My Commission Expires: 1-17-04

STATE OF ALABAMA  
COUNTY OF ESCAMBIA

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, individually, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand this the \_\_\_\_ day of \_\_\_\_\_, 2000\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**JUNIPER CREEK FISHING VILLAGE**

**MEMBERSHIP**

**AND**

**RULES**

## MEMBERSHIP FOR JUNIPER CREEK FISHING LAKE

Lot Owner - No fee to join. \$500.00 per year for membership.

Non Lot Owner - \$1000.00 to join. \$600.00 per year for membership.

These fees will be paid to Juniper Creek Development, Inc. and are due on March 1st of each year.

Membership will end at age 24 for children of members. At that time, they must have their own membership.

No gas motors will be allowed. Electrical motors only. One boat per family allowed. All boating safety rules and regulations that are applicable to boat owners apply to Juniper Creek Fishing Lake also. This includes the number of people that are in the boat, life jackets, etc.



## **Residential Design Guidelines**

# **JUNIPER CREEK FISHING VILLAGE**

---

*A Residential Community*

## SECTION ONE

### INTRODUCTION

#### Juniper Creek Fishing Village Residential Design Guidelines

This book is provided by Juniper Creek Development, Inc., and intended to serve as a special reference for the home design concept for the Juniper Creek Fishing Village. In order for the Fishing Village residential community to reach its full potential, the enthusiastic participation of individual homeowners is essential.

These guidelines have been created to introduce you to the future development and acquaint you with the role owners will play. A diligent effort has been made to communicate information that should be both interesting and useful to owners and designers. The contents will save you hours of research and, consequently, substantial expense in the design of your home.

The development of Juniper Creek Fishing Village Residential Community is planned for a minimum or multiple phases. Accordingly, these guidelines will help you understand and appreciate the attention to special details that will make each residence unique to its owner yet compatible with the entire Fishing Village community.

Juniper Creek Development, Inc.

President

# Table of Contents

## SECTION ONE

### PAGE

Introduction .....	1
--------------------	---

## SECTION TWO

### Review Process

Approval Process .....	2
Required Items on Final Drawings .....	3
Site Evaluation .....	5

## SECTION THREE

### Site Planning, Design and Construction

Natural Lot Restrictions .....	2
Building Set-Backs .....	2
Square Footage Requirements .....	3
Building Height Restrictions .....	3
Owner's Enclosed Parking .....	3
Site Grading .....	4
Details of Exterior Features .....	4

## SECTION FOUR

### Architectural Standards for Design and Construction

Foundations .....	2
Exterior Walls .....	2
Windows and Dormers .....	2
Shutters .....	3
Doors .....	3
Roofs .....	3
Chimneys .....	5
Mechanical Equipment .....	5
Interior Design and Construction .....	5
Site Furnishings .....	5



## SECTION FIVE

### Landscaping

Sample Site Concept .....	2
Planting New Vegetation .....	2
Tree Preservation .....	3
Plant List .....	4

## SECTION SIX

### Final Considerations

Construction Guidelines .....	2
Site Regulations .....	2
Construction Regulations .....	3
Architectural Review Board .....	4
Time and Schedule .....	5
Application Format .....	5
Application Fee .....	5
Effect of Approval .....	5
Reasons for Disapproval .....	6
Future Improvement Review .....	6
Minor Changes .....	6
Damage Construction .....	6
U. S. Army Corps of Engineers .....	6
Building Inspection Department .....	6
Restrictive Covenants .....	7
Property Owners Association .....	7

### Checklists

Preliminary Architectural Review Checklist .....	1
Final Architectural Review Checklist .....	1

## SECTION TWO

### REVIEW PROCESS

An architectural review board has been established to evaluate all proposed structures to be erected in the Juniper Creek Fishing Village Subdivision.

The review process is for three primary reasons:

To assure quality control;

To provide for the community's organized development;

To maintain environmental safeguards.

### APPROVAL PROCESS

### FINAL DRAWING REQUIREMENTS

### SITE EVALUATION

## THE APPROVAL PROCESS

A three step review process has been established to facilitate your preparations for building: Sketch, Preliminary, and Final.

### A. SKETCH REVIEW

Sketch Review allows an owner to submit the design and layout concept to the Board for their comments and suggestions. If you choose to include this optional submission, it should be a sketch or overlay drawing illustrating the design concept for your lot and how the house will be situated. This "working together" step has been included early in the process to both confirm a correct analysis of the site and save you from making major alterations after substantial architectural time has been accrued. The Board will either make recommendations or authorize proceeding to the next step. For plans to be considered for this review process, they must contain sketches showing the following:

1. The basic arrangement of the Floor Plan.
2. Exterior elevations showing the basic proportion and overall scale of the house.
3. The basic arrangement of the site plan.

### B. PRELIMINARY REVIEW

For plans to be considered for Preliminary Review, they must contain the following:

1. The site plan with the general area in which the house will be placed. It should also indicate general area of the driveway and sidewalks.
2. Hard-lined drawings showing floor plan and exterior elevations.

The review fee of \$250.00 must be paid in full prior to preliminary review.

Note: At the time of preliminary submission, the corners of the house should be staked on the lot in the proposed locations. Trees to be removed should be flagged with optic orange surveyor's tape.

### C. FINAL REVIEW

For plans to be considered for Final Review, they must contain, *without exception*, hard-lined drawings showing:

1. Site plan
2. Foundation plan
3. Floor plan(s)
4. Exterior elevations
5. Building and/or wall sections
6. Electrical plan(s)
7. Detailed specifications
8. Miscellaneous details and/or diagrams
9. Landscaping plan
10. Exterior finish schedule and samples
11. Square footage calculations

Refer to next section for the information required on each drawing.

The review fee of \$250.00 must be paid in full prior to review, if the preliminary review stage is skipped.

### REQUIRED ITEMS ON FINAL DRAWINGS:

#### A. Site Plan (revised as required by preliminary review) and showing:

1. Property lines with dimensions and bearings
2. Exterior walls, exterior stairs, and decks
3. Sidewalks, driveways
4. Exterior lighting
5. Garbage can location and screening
6. HVAC equipment location and screening
7. Electric meter location and screening
8. Roof plan
9. Water service location
10. Sewer service location
11. Existing/proposed contours
12. Site features such as: pools, fences, detached buildings, retaining walls, fountains, etc.



**B. Planting Plan:**

1. At 1" = 20' scale minimum.
2. Variety, size, location, and the number of all plant materials.
3. Type and limits of sodded and/or seeded areas.
4. Plant list with botanical name, quantity, common name, size, and special specifications.

**C. Foundation Plan:**

1. Drawn @ 1/8" scale minimum.
2. Footing details.
3. Framing details.

**D. Floor Plan(s):**

1. Dimensions
2. Windows and doors
3. Fixtures, cabinets, and appliances
4. Electrical (specifically exterior lighting)

**E. Exterior Elevations:**

1. Drawn @ 1/8 scale minimum.
2. Revised as required by preliminary review.
3. Roof pitch shown
4. Roofing materials indicated
5. HVAC screening shown
6. Exterior finishes clearly indicated

**F. Details/Sections: At 3/4" = 1'0" scale.**

1. Typical deck and railing details at appropriate scale.
2. Typical screened porch details.

**G. Additional Plans: OPTIONAL**

1. Schedules - finish, doors, windows, lintels.
2. Any additional information that will need review and approval.

**Note:** For more information on restrictions and allowances see your deed covenants.

After approvals have been given by Architectural Review Board, Plans and Specifications shall be submitted to the proper authorities for the final building permit. Before construction can begin, final building permits must be obtained from the proper authorities.

### **SITE EVALUATION**

Properly positioning your home on its lot requires that you understand all of its unique natural features including views and topography. The following is a typical list of features to evaluate in designing an overall concept for your home.

1. Preserve the existing major trees and other natural habitats such as low shrubs, especially along the edge of wetlands.
2. Note any drainage swales or ditches that need to have unimpeded flow.
3. Locate your driveway to preserve trees and other natural features.
4. Note the location of the utility corridor in front of your home.

## SECTION THREE

### SITE PLANNING, DESIGN AND CONSTRUCTION

A great deal of special care has been taken in the planning of the new Juniper Creek Fishing Village Subdivision. Detailed plans have been created to preserve the vegetation, topography, and the delicate balance of natural drainage systems and marshes.

All improvements that have been planned will be strategically implemented to minimize alteration to the land and impact to the ecosystems. This philosophy will be continued at all levels of development, including individual home sites.

We have included some specific criteria and guidelines in the following section to help you accomplish these goals.

NATURAL LOT RESTRICTIONS AND EASEMENTS

BUILDING SET-BACKS

SQUARE FOOTAGE REQUIREMENTS

BUILDING HEIGHT REQUIREMENTS

OWNERS'S ENCLOSED PARKING

SITE GRADING

DETAILS OF EXTERIOR FEATURES

DEPARTMENT OF THE ARMY PERMIT NO. AL99-01383  
MITIGATION PLAN AND REQUIREMENTS

The preservation aspects in part includes a 75 foot buffer zone (12.73 acres) around the perimeter of the lake. The purpose of this buffer zone is to protect the lake and ultimately the downstream flow from excess turbidity from erosion and run-off. A restrictive covenant will be placed on the buffer zone property deed preventing any future development or wetland impacts within this area. The restrictive covenant will be recorded at the Escambia County Courthouse with copies supplied to the Mobile District Corp. of Engineers.

During on-site meetings with the regulatory agencies, the buffer zone and related activities within this zone were discussed. Construction within the buffer zone would be prohibited. Removal of the underbrush and saplings would be allowed up to a diameter of 5 inches. This was agreed upon by Jose' Negron - U.S. Environmental Protection Agency and Munther N. Sahawneh - Corp. of Engineers. Clear cutting would not be allowed as described in the mitigation proposal, however, cosmetic tree removal (<5 inches diameter) would be permitted.



MINIMUM SQUARE FOOTAGE REQUIREMENTS FOR JUNIPER CREEK  
FISHING VILLAGE SUBDIVISION

Total of all heated and cooled areas shall not be less than the following. The numbers below are the minimum square footage required on the ground floor.

Fishing Village Circle

No. of Stories	Square footage
1	1,000sf
2	1,900sf

Lake Juniper Road

No. of Stories	
1	2,000sf
2	2,000sf
2 1/2	2,000sf

Point Juniper Circle

No. of Stories	
1	2,000sf
2	2,000sf
2 1/2	2,000sf

Fishing Village Circle Only

Open carport or no carport. Parking allowed in the yard, not in the road.

ALL HOUSES MUST MEET DEVELOPER APPROVAL.

## **NATURAL LOT RESTRICTIONS**

There are guidelines for set-backs and vegetation control on all lots.

## **MINIMUM BUILDING SET-BACKS**

These are typical minimum set-back standards for Juniper Creek Fishing Village Subdivision which govern both horizontal and vertical construction elements that require foundations or footings. Set-back limits can be changed by the Architectural Review Board on a case-by-case basis. All building set-backs are measured from and perpendicular to your property lines.

- 35'      Front yard set-back from property line.
- 15'      Rear set-back from environmental buffer line.
- 10'      Side-yard set-back from property line.

## **FISHING VILLAGE CIRCLE** **MINIMUM BUILDING SET-BACKS**

- 35'      Front yard set-back from property line.
- 50'      Rear set-back from property line.
- 08'      Side yard set-back from property line.

MINIMUM SQUARE FOOTAGE REQUIREMENTS FOR JUNIPER CREEK  
FISHING VILLAGE SUBDIVISION

Total of all heated and cooled areas shall not be less than the following. The numbers below are the minimum square footage required on the ground floor.

Fishing Village Circle

No. of Stories	Square footage
1	1,000sf
2	1,900sf

Lake Juniper Road

No. of Stories	
1	2,000sf
2	2,000sf
2 1/2	2,000sf

Point Juniper Circle

No. of Stories	
1	2,000sf
2	2,000sf
2 1/2	2,000sf

Fishing Village Circle Only

Open carport or no carport. Parking allowed in the yard, not in the road.

ALL HOUSES MUST MEET DEVELOPER APPROVAL.

#### BUILDING HEIGHT RESTRICTIONS

Structure height is governed by restrictive covenants. In no case shall a single-family home exceed two and one-half heated and cooled stories in height above first living floor level or 35' above first living floor level maximum. The basement shall not count as a story. (See General Covenants for specific information).

Architectural treatment of the space between grade and the first living floor is discussed in Section Four.

#### OWNERS ENCLOSED PARKING

A separate detached garage or utility/storage building will be permitted only if approved by the Architectural Review Board.

A garage is required; minimum of one(1) car and a maximum of four (4) cars.

Garage doors may not face the street.

#### Fishing Village Circle

Open carport or no carport.

Parking must be in the yard - no parking in the street.



Corner Lot garage locations will be approved on a case-by-case basis and every garage shall have automatic door openers maintained in a useful working condition and shall be kept closed when not in use.

### SITE GRADING

Retaining walls may be used to reduce areas which need grading or to preserve vegetation. However, this must reflect the architecture of the house, be well integrated into the site and be approved by the Architectural Review Board.

Runoff during construction must not cause damage to adjacent properties. If it is determined that erosion or surface runoff may be a problem, then erosion control devices such as temporary silt fences will be required throughout the construction process.

In addition, there shall be no direct channeling of runoff into man-made or natural water bodies, conservation areas or marshes, from home rooftops or other impervious surfaces unless methods of infiltration are provided. Diversion of runoff into existing natural swales is encouraged.

### DETAILS OF EXTERIOR FEATURES

#### FENCING

A fence can divide a yard into specific areas for work or play and can screen storage, trash receptacles and other service areas. If a fence is attached to a home, it is considered an architectural extension of the house and should be built at the same time as the house and with related or identical materials. It will be important for fences to be of a complimentary style in order to maintain architectural harmony. Fences which are adjacent but not attached to a house should be built of similar, though not identical, materials and may be constructed after the house.

#### APPROVED FENCING CONFIGURATIONS FOR:

##### A. Golf Lots:

1. Brick post with:
  - a. Wrought iron pickets.
  - b. Wood pickets.
2. Stucco post with:
  - a. Wrought iron pickets.
  - b. Wood pickets.

3. Wrought iron post with:
    - a. Wrought iron pickets.
- B. Non-Golf Lots:
1. Brick post with:
    - a. Wrought iron pickets.
    - b. Wood pickets.
  2. Stucco post with:
    - a. Wrought iron pickets.
    - b. Wood pickets.
  3. Wood Post (major and minor) with:
    - a. Wood pickets.

## SPECIFICATIONS:

### POSTS

#### A. Wood Posts:

When using wood posts, you must use both major and minor posts in the following configuration:

1. Major wood posts shall be 6x6 pressure-treated wood, at 24' maximum spacing center to center. The height shall be no more than 48" and no less than 36". Each post shall have added to the overall height, a decorative finial (see attached sketches). All corners shall have major wood posts.
2. Minor wood posts shall be 4x4 pressure-treated wood, at 8' maximum spacing center to center. The height shall be no more than 44" and no less than 32". Minor wood posts shall not have a decorative finial.
3. Post shall interrupt the pickets.

B. Brick Posts:

Brick posts shall be used in the following configuration:

1. Brick posts shall be no smaller than 12" square with brick on all exposed faces.
2. Each post shall be spaced no more than 24' center to center.
3. Each post shall have a brick capital.
4. Each post shall be uniform in height (no more than 42" no less 38") and uniform in size.

C. Stucco Posts:

Stucco posts shall be used in the following configuration:

1. Stucco posts shall be no smaller than 8" square, with stucco on all exposed facets.
2. Each post shall be spaced no more than 24' center to center.
3. Each post shall have a stucco capital.
4. Each post shall be uniform in height (no more than 42" no less than 38") and uniform in size.

PICKETS

A. Wood Pickets:

Wood pickets shall meet the following criteria:

1. Pickets shall be cedar or cypress 1x6 maximum.
2. Picket tops shall be decorative (see attached sketches).
3. Pickets shall be no more than 42" in height and no less than 32" in height.
4. Spacing between pickets shall be no more than 12" center to center.
5. Pickets shall be centered on the post and not flush with the front or rear of the post.

B. Wrought Iron Pickets:

Wrought iron pickets shall meet the following criteria:

1. Wrought iron pickets shall be no more than 42" in height and no less than 32" in height.
2. Each picket shall have a wrought iron finial.

HORIZONTAL RAILING

A. Horizontal Wood Railing:

Horizontal wood railing(s) shall be concealed from view. Any horizontal railing shall be on the inside of the pickets, so as not visible from the outside of its surrounding property.

B. Horizontal Wrought Iron Railing:

A minimum of two horizontal wrought iron rails are required on all wrought iron fences.

GATES:

All gates, whether functional or not, must be submitted for written approval prior to construction.

FINISHES:

A. Finishes for Wood:

No unfinished wood will be allowed. Colors must be submitted for approval prior to application. Finishes must be applied within 60 days of completion of fence.

B. Finishes for Wrought Iron:

All wrought iron shall be primed and painted black immediately after completion.

OTHER FENCING:

- A. Chain link, vinyl or any other fabric or wire fencing will not be permitted.



- B. Any other fencing must be submitted, in plan and elevation, or in a clear photograph, for review by the Architectural Review Board.

Note: No fences are allowed at the front or the sides beginning at the rear corner of the house and going toward the street. Fences shall not be over forty-two (42) inches tall.

A fence around a pool, courtyard or patio can be six (6) feet tall with approval from the Architectural Review Board. Six (6) foot fences shall be incorporated into the house design and be directly adjacent to or attached to the house.

## DRIVEWAYS

All driveways and parking areas shall be surfaced with concrete, brick pavers, or similarly approved material. Surface material shall begin on the house side of the curb and be provided on the entire drive. (No curb cuts!)

Drives with 80% of its width located within 10' of a property line must be provided with a two (2) foot wide sodded area from the driveway edge to the adjacent property. A minimum two (2) foot wide sodded area is required. The sodded area shall extend from the curb at the street to the back line of the house.

Drives shall be a minimum of nine (9) feet wide.

## EXTERIOR LIGHTING

Outdoor lighting will be carefully reviewed to assure that neighboring properties are protected from the view of bright light sources. Illumination necessary for evening activities must be directed downward and only bright enough to provide for the safe traverse of steps and paths. Whenever possible, functionally required lighting should be integrated with such features as steps, handrails, posts and curbs.

1. Exterior pole mounted lighting will be approved on an individual basis.

2. All exterior pole mounted lighting must be located in a 5' square area, located directly adjacent to both the sidewalk and the driveway (see attached sketch). Any other location must be approved in advance by the Architectural Review Board.
3. A color photograph must be submitted.
4. The proposed location must be shown on the site plan.

Pleasant accent effects can also be achieved through the use of landscape lighting. Accent spotlight fixtures directed upwards into tree foliage can provide low intensity but often dramatic illumination of nearby pedestrian areas.

Landscape uplights should be unobtrusive in appearance or hidden from view.

Lighting along driveways and paths must have a mounting height no greater than three (3) feet and use no more than 60 watt incandescent lamps. Exterior light fixtures on homes must be of a baffled design and not create a nuisance for adjoining property owners. All landscape fixtures must be shielded by planting and concealed in daytime. No color lenses or lamps will be allowed.

Lighting along all roads, public paths, boardwalks, and intersections will be provided in a standard design. Again, lighting should reflect the architectural character of each residence.

## DECKS, PATIOS AND PORCHES

Yards and terraces should be designed to be an extension of the architecture. A well planned patio/deck adds living area to your property.

In order to decide the location of your patio/deck, it is important to know the physical assets of your property as well as the requirements of deck design and construction, set-backs, and deed restrictions.

The paving materials used should be consistent with or complement the architecture of your house. Brick, stone, tile, wood or concrete are recommended.

The area under decks, patios and porches shall not be open to view. The approved exterior finished building material of the house or painted lattice work shall be used to enclose the underside of all decks, patios and porches. Written approval from the Architectural Review Board is required before other screening material is used. Landscaping alone will not provide the amount of screening required.

## SWIMMING POOLS

The size, shape, and siting of swimming pools must be carefully considered to achieve a feeling of compatibility with the surrounding natural and man-made elements.

Pool and equipment enclosures must be architecturally related to the house and other structures in placement, materials, and detail.

The form and configuration of the pool should reflect the architectural character of the residence. Traditional shapes of windows, doors, and other ornaments can be interpreted creatively into pool designs.

Fountains and recirculating water add character to patios and will be accepted. Inflatable "bubble" covers will not be allowed.

Due to the potential disruption of natural features, the Board will review all proposed pools on an individual basis. No above ground pools will be allowed unless approved by the Architectural Review Board.

## GAZEBOS, ARBORS, AND TRELLISES

These functional structures can also be very pleasing landscape elements that fit well into the subdivision design. It is important to view these as permanent structures and to design them accordingly.

## TRASH

The type of trash receptacle required will be determined by the service provided for the residents of the Subdivision. Garbage containers shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved by the Architectural Review Board as not to be visible from any road within sight distance of the Lot at any time except during refuse collection. No exceptions will be permitted.

## TENNIS COURTS

Individual courts are not permitted.

## MAILBOXES

Mail boxes and house numbering graphics will be a standard design throughout the community. Design and location will be provided by the Developer.

## FLAGS

Appropriate display of flags (such as the Flag of The United States of America and decorative ones celebrating holidays, and other special occasions) will be permitted; however, Developer approval is required for placement and mounting of all flags.

## SECTION FOUR

### ARCHITECTURAL STANDARDS FOR DESIGN AND CONSTRUCTION

The following section outlines architectural features and building materials suggested for use in the planning of your home.

It is not the intent of the developer to force residents into a strict, uniform building design. It is desired and intended that all the homes complement the Design Plan for development of the entire Subdivision as well as each other. In doing so, you will be assured that your significant investment of time and resources will be rewarded with an environment and quality of living that will be highly desirable.

FOUNDATIONS

EXTERIOR WALLS

WINDOWS AND DORMERS

SHUTTERS

DOORS

ROOFS

CHIMNEYS

MECHANICAL EQUIPMENT

INTERIOR DESIGN AND CONSTRUCTION

SITE FURNISHINGS



## FOUNDATIONS

No exposed foundation walls are allowed. The underside of the house shall be screened from view by the approved finish building materials which shall be taken to finish grade level on all sides.

## EXTERIOR WALLS

### A. COLOR

Continuity and consistency of exterior color materials is encouraged. No color extremes will be permitted.

### B. MATERIALS

The approved finish building materials shall be applied consistently to all sides of the exteriors of the house and approved detached buildings. Changing the exterior building material on different sides is not permitted. Materials shall be taken from the soffit to the finish grade level on all sides, including around decks, patios and porches.

Recommended materials shall be brick, stone, stucco or wood or other material approved in writing by the Architectural Review Board.

No simulated brick or stone will be permitted.

No exposed concrete walls or block will be permitted.

No aluminum siding will be permitted.

Vinyl siding as well as other siding materials may be permitted if approved by the Architectural Review Board.

No unstained or unpainted siding or trim will be permitted.

## WINDOWS OR DORMERS

Proper scale and proportion are encouraged for dormers.

- 4.) ELEVATIONS: Submitted? Y\_\_\_ N\_\_\_ U\_\_\_
- a.) Drawn to an appropriate scale? Y\_\_\_ N\_\_\_ U\_\_\_
- b.) Roof pitch is minimum of 6:12 and a maximum of 12:12? (4:12 minimum over porches) Y\_\_\_ N\_\_\_ U\_\_\_
- c.) HVAC and electric meter screening shown? Y\_\_\_ N\_\_\_ U\_\_\_
- d.) Finish materials remain consistent? Y\_\_\_ N\_\_\_ U\_\_\_

5.) GENERAL REQUIREMENTS:

- a.) Corners of house staked on the lot in the proposed locations? Y\_\_\_ N\_\_\_ U\_\_\_
- b.) Trees to be removed flagged with surveyor's tape? Y\_\_\_ N\_\_\_ U\_\_\_

6.) GENERAL COMMENTS:

---



---



---



---



---

STATUS

☐ APPROVED ☐ NOT APPROVED ☐ APPROVED AS CORRECTED ☐ Revise and Resubmit  
CHECKING IS ONLY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE  
ARCHITECTURAL DESIGN REVIEW BOARD OF COUNTRY CLUB OF BREWTON SUBDIVISION,  
BREWTON, ALABAMA.

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

(THREE COMMITTEE MEMBERS' SIGNATURES ARE REQUIRED BEFORE APPROVAL IS COMPLETE.) CHECKING IS ONLY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ARCHITECTURAL COMMITTEE OF COUNTRY CLUB OF BREWTON SUBDIVISION, BREWTON, ALABAMA.

Architectural Consultants for the Preparation of the Design Guidelines:

Gatlin Hudson Architects  
ARCHITECTS  
805 Daphne Avenue • P. O. Box 1185  
Daphne, Alabama 36526  
(334) 626 - 5514

All windows shall be wood or vinyl clad wood windows. Aluminum windows and other alternatives shall be specifically approved by the Architectural Review Board in writing. No mill finish aluminum windows will be permitted.

Colonial or Traditional Style muntin or light patterns are encouraged.

Reflective glass is prohibited.

### SHUTTERS

Shutters, proportioned to fit windows, which provide protection and control of climatic conditions, are allowed.

### DOORS

The following describes doors which are acceptable. Other types shall be approved by the Architectural Review Board.

- 1) wood doors with divided glass panels.
- 2) wood doors with glass and wood panels; single glass panels can be divided into smaller panels.
- 3) raised wood panel door; panels can range from two to six in number.
- 4) wood door with horizontal louvers; louvers can be in panels or run the entire length of the door.
- 5) wood framed solid glass door; may be hinged, or where design dictates, sliding.
- 6) embossed panel insulated metal doors; may have glass panels.

### ROOFS

#### 1) DESIGN

The following roof designs are permitted:

- a) hip, gable, and hipped gable.

No flat roofs will be permitted unless approved by the Architectural Review Board.

No "A" frame roofs will be permitted.

No geodesic domes will be permitted.

No inconsistent or random arrangement of roof lines will be permitted.

No towers or turrets will be permitted unless approved by the Architectural Review Board.

## 2) SLOPE

Maximum roof pitch is twelve (12) inches rise in a twelve (12) inch run.

Minimum roof pitch is six (6) inches rise in a twelve (12) inch run. Lower slopes shall be approved by the Architectural Review Board in writing.

Porches @ 4'.12.

Extreme roof pitches are not allowed.

## 3) MATERIAL

Roofing shall be textured, architectural type shingles compatible to GAF Timberline or pine or cedar shakes.

No barrel tile or cement tile shingles will be permitted.

Metal roofs will be permitted if approved by the Architectural Review Board.

## 4) PENETRATIONS

No roof penetrations, for plumbing or heating vents, fans, etc., shall be placed on the front side of the roof. A minimum roof penetration is encouraged and all protruding elements shall be painted the same color as the roof covering.

## CHIMNEYS

No exposed pre-fab chimney flue pipes will be permitted. Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco. If the fireplace is a metal, (self-insulated) type with a metal spark arrestor at the top of the chimney, it must be enclosed by a material approved in advance by the Architectural Review Board.

## MECHANICAL EQUIPMENT

Outside air conditioning units may not be located in the front yard. They may be located in the side yard if screened from view on all sides.

No exposed piping, electrical or heating/air conditioning system components will be permitted, with the exception of air conditioning condensers.

No window air conditioning units shall be permitted.

## INTERIOR DESIGN AND CONSTRUCTION

All building interiors shall reflect the aesthetic quality and permanence displayed in the architectural character of the exterior design.

Drapes, curtains and shutters or any other similar element seen from the exterior shall be compatible in color and style with the exterior of the building.

## SITE FURNISHINGS

### 1) LAWN ITEMS

No bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, birdhouses, rock gardens or similar types of accessories and lawn furnishings are permitted in any front yard and prior written approval of the Architectural Review Board is required before any such item is placed in the side or rear yard.

### 2) GAMES & PLAY STRUCTURES

All basketball backboards and any other fixed and play structures are subject to approval by Architectural Review Board and shall be located at the side or rear of the building.



## SECTION FIVE

### LANDSCAPING

The landscape design of each home site in Juniper Creek Fishing Village Subdivision offers the opportunity to exercise your individual commitment to preserving the native vegetation. Nature has conveniently given a basic outline of the plant material that thrives in this area. Preserving that gift and enhancing the setting for the residence is the goal for this section.

SAMPLE SITE CONCEPT

PLANTING NEW VEGETATION

TREE PRESERVATION

PLANT LIST

## SAMPLE SITE CONCEPT

- 1) Set-back lines with random masses of flowering shrubs beneath tree canopy.
- 2) The service yard should be screened from views by landscaping or an architectural element.

The preliminary site plan addresses the formative considerations of the home site, building placement and relationship of adjacent homes.

As you begin to refine the layout of your grounds, it is important to understand the value of well-designed landscape. Not only will you be at home on your grounds, but you will be increasing the total value of your investment.

To coordinate each homeowner's plans with the intended landscape concept for Juniper Creek Fishing Village Subdivision, a cooperative effort is needed. Within the set-back areas of each lot and along roadways, we ask that each lot owner plant shrubs and understory trees that will flower and/or provide color to enhance the scenery for all residents.

## PLANTING NEW VEGETATION

### PRELIMINARY PLANTING PLAN

A preliminary planting plan shall be prepared and submitted as soon as possible. Locations with the greatest visual contact from the public street should have top priority in deciding where to spend money for planting.

The preliminary planting plan should indicate the use of various classifications of plants. These include:

- 1) Deciduous overstory trees.
- 2) Evergreen overstory trees.
- 3) Understory trees that normally form a canopy below the larger trees.
- 4) Evergreen and deciduous shrubs, of various heights.
- 5) Groundcover, annuals, perennials.
- 6) Sodded areas.
- 7) Mulched bed areas.

Immediately after the construction of the initial dwelling on a lot, the front yard of such lot shall be fully grassed by the application of solid sod, and not sprigged or partially sodded.

One well/well house is allowed for irrigation purposes only. It shall not be located in the front yard and shall be screened from view.

The selection and placement of the new material is a complex task. In the preliminary stage, approximate sizing should be noted on the plan. For detail design, a careful study of sizes, shapes and textures is warranted, as well as plant types, growth habits, hardiness, moisture, and shade requirements and soils.

### TREE PRESERVATION

The conservation of as many existing trees as possible is desired. Where necessary to raise the grade around an existing tree, solid should be prevented from coming in contact with the bark. If filling is required within the dripline, rock or drywall walling should be installed adjacent to the tree trunk. Additionally, vertically placed stacks of rock extending to the final grade for 2/3 of the diameter of the dripline should be installed. If a tree is to survive, its roots, bark and leaves must be largely undamaged. Preserving trees necessitates preserving existing grade. Cutting within the driplines of the trees should be minimized. When it is necessary to lower the grade adjacent to a tree or group of trees, the cut should occur outside of the dripline.

Although the cost of building around trees may initially be more than on open land, the replacement of vegetation on a site can be costly and never looks quite the same. The Architectural Review Board requires that a landscape plan be submitted as part of a development proposal.

The following proposals will be denied:

- 1) Unwarranted removal of specimen trees.
- 2) Property lines outlined by clipped hedges that exceed 4' in height.
- 3) Intensive use of plants with forms or colors not native to the area.
- 4) Earth fill that threatens existing trees.
- 5) Large unplanted windowless walls.

## PLANT LIST

### TREES

#### *Shade Trees*

red maple  
tulip tree  
river birch  
willow oak  
pin oak  
live oak  
slash pine  
so. red oak  
sweet gum  
weeping willow

#### *Flowering Trees*

dogwood  
crepemyrtle  
treeform ligustrum  
treeform sansanqua camelia  
drake elm  
bradford pear  
waxmyrtle

### GROUND COVER

dwarf gardenia  
variegated lirioppe  
green lirioppe  
monkey grass  
Asiatic jasmine  
emerald sea juniper

### VINES

confederate jasmine  
carolina yellow jasmine  
fig vine  
English ivy

### GRASSES

st. augustine  
centipede  
zoysia  
bermuda

## SHRUBS

### Large

sweet olive  
burford holly  
oleander  
russian olive  
azalea varieties  
viburnum spp.  
pittosporum  
ligustrum  
waxmyrtle

### Medium

dwarf burford  
dwarf azalea  
clevera  
dwarf crepemyrtle  
willow leaf holly  
raptiolepis  
nydrangea spp.  
fatsia  
nandina

### Small

dwarf nandina  
gumpo azalea  
helleri holly  
dwarf yaupon  
dwarf raphiolepis  
boxleaf holly  
dwf. chinese holly  
compacta holly

When you choose specific plants, refer to the above plant list for selection. These are readily maintained, native or naturalized to the area and will blend with the natural landscape. Specifically, this list has been developed considering such factors as hardiness and local maintenance factors. It is not to be assumed that the list contains all acceptable plants.



## SECTION SIX

### FINAL CONSIDERATIONS

This section provides guidelines for your contractor and architect. Outlined are some commitments expected of them and some construction responsibilities which ultimately fall to the owner.

CONSTRUCTION GUIDELINES

SITE REGULATIONS

CONSTRUCTION REGULATIONS

ARCHITECTURAL REVIEW BOARD

TIME AND SCHEDULE

APPLICATION FORMAT

APPLICATION FEE

EFFECT OF APPROVAL

REASONS FOR DISAPPROVAL

FUTURE IMPROVEMENT REVIEW

MINOR CHANGES

DAMAGE CONSTRUCTION

U. S. ARMY CORPS OF ENGINEERS

BUILDING INSPECTION DEPARTMENT

RESTRICTIVE COVENANTS

PROPERTY OWNERS ASSOCIATION

## CONSTRUCTION GUIDELINES

**GENERAL** - In the interest of maintaining an appealing image for residents and visitors, the construction process must be regulated.

Contact the Architectural Review Board for authorization prior to commencing work.

**SAFETY** - All Contractors and Contractor personnel are asked to abide by all OSHA rules and regulations (i.e. wearing hard hats in designated areas, etc.)

All accidents are to be reported to appropriate authorities as soon as possible after the occurrence.

Firearms and weapons are prohibited.

Speed limit is as posted and enforced.

All construction vehicles must comply with applicable state laws, re: inspections, licensing, and authorization for operation.

**OTHER SERVICES** - Electric, water, and sewer services are available. Applicable tap fees and monthly billings are charged for these services.

**COMPLETION DEADLINE** - Construction should be completed within twelve (12) months of actual initiation of construction.

## SITE REGULATIONS

For site protection, the following guidelines are required:

- 1) Construction must begin within nine (9) months after plan approval and final review. Approved landscaping must be in place within 90 days of occupancy or completion of the building.
- 2) All reasonable means shall be taken during and after construction to protect and preserve all existing vegetation.
- 3) Boards or other materials shall not be nailed to trees during construction.

- 4) Storage, temporary or otherwise, of equipment or materials is not permitted under the dripline (area on ground equal to limits of vegetation above) of trees. Storage should occur within driveway and parking limits of the site. Small construction trailers must be approved by the Board.
- 5) Sediment and erosion control provisions shall be employed during construction.
- 6) All planting, fixtures, fencing and landscaping which is damaged during construction or after, by vehicles, fire or other cause on or off the site, including streets, shoulders and common areas, shall be repaired or replaced by the owner. The owner is responsible for the contractor's actions during construction.
- 7) Any clearing, grading or building on the site without approval by the Board may result in suspension of work and denial of Juniper Creek Fishing Village access to the contractor.
- 8) During construction all trash, debris and waste shall be contained daily and kept neat. The Architectural Review Board reserves the right to have the site cleaned as needed due to noncompliance, and the owner will be backcharged the cost of such work.

#### CONSTRUCTION REGULATIONS

The developer has designed a sign for the use of the Contractor and Architect to display during construction. Signs can be displayed for a period of twelve (12) months or until completion of construction, whichever shall first occur. Any other signs, material suppliers, subs, etc., will not be permitted.

Reviews while construction is in progress will be conducted by the Board to ensure conformance with the approved drawings. Any drawings made during construction must receive approval by the Board prior to change. Major changes may require resubmission for final approval. Final inspection will be made after the contractor has completed construction, including all site work and landscaping, cleaned the site of debris, removed contractor signs and any temporary utilities, and notified the Board in advance of finish date.

Fishing Village Subdivision and its agents assume no responsibility for reviewing construction in progress for compliance with any codes or with approved plans. The owner assumes full liability for failure of construction to comply with approved documents.

Contractors are responsible for the actions of their employees while in the Fishing Village Community. Harrassment of residents and visitors is strictly forbidden. All employees must wear shoes and shirts when in subdivision.

Construction access will be allowed only between 6:00 a.m. and 7:00 p.m. Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturdays.

The contractor must provide toilet facilities for the workers on the job site in a discreet location. Contractors must be licensed in the State of Alabama and permits must be posted and protected from the weather. Tool and equipment sheds must be approved.

Dumpsters are required during construction. The construction site shall be kept as neat as possible and be cleaned up at the end of each day to prevent the build up of debris.

Radios, tapeplayers and similar equipment will not be allowed on the job site or anything which creates possible noise nuisance for adjacent homeowners. The use of intoxicants and drugs is strictly prohibited. Anyone found in violation of same may be ejected from the premises.

Any contractor found to be in obvious nonconformance of these regulations may be denied access and work may be suspended.

The Developer specifically reserves the right to periodically issue such rules and regulations as it deems appropriate.

Note: All contractors shall comply with all applicable rules and regulations.

### ARCHITECTURAL REVIEW BOARD

The Architectural Review Board is the point of contact for the property owner who plans to build. It has been established to provide for standard review and promotion of quality design in keeping with the special qualities and conditions of Fishing Village Subdivision.

All property owners are bound by the General Covenants. These provide for the preservation of the natural beauty of the property and its setting, maintenance of a pleasant and desirable environment, and establishment and preservation of a harmonious design for the community.

The Covenants provide that no building, fence, swimming pool, garage, paving materials of any nature or addition shall be erected, placed, or altered until the proposed plans, specifications, exterior color and finish, lot plan, building height, landscape plan and construction schedule shall have been approved in writing by the Architectural Review Board.

### TIME AND SCHEDULE

The review outlined in the "Approval Process Checklist" (see Section Two) is basically an three step procedure. It provides for preliminary approval and is followed by a full plan which must incorporate the provisions of the Design Guidelines.

### APPLICATION FORMAT

Each submission must be accompanied by the required information outlined in the "Approval Process Checklist" in order to be scheduled for review. The property owner and architect may attend the Board meetings to explain a submission.

### APPLICATION FEE

In order to defray the expense of reviewing plans and related data, and to compensate consulting architects, landscape designers, and other professionals, the Covenants establish a fee of Two Hundred Fifty and No/100 Dollars (\$250.00) for each submission. The fee is payable upon initial submittal. (This fee may be increased one time during any year.)

### EFFECT OF APPROVAL

Final approval from the Board shall be dated and in writing. It shall be effective for commencement of construction for nine (9) months after the approval. If construction is not commenced within nine (9) months of approval, a new submission for final approval is required, with an additional submission fee. In the event that approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Architectural Review Board, said request shall be deemed approved without further action of the Board.



## REASONS FOR DISAPPROVAL

Plans submitted for review, or any portion thereof, may be disapproved upon any grounds which are consistent with the objectives of the General Covenants and/or the Design Guidelines, including purely aesthetic considerations so long as such grounds are not arbitrary or capricious.

## FUTURE IMPROVEMENT REVIEW

No modifications of any existing building or landscape improvements may be undertaken without prior review and written approval of the Architectural Review Board. A request for review of the proposed improvements or modifications must contain:

- 1) Site plan of proposed location of improvements drawn to scale.
- 2) Letter of intent including description and purpose of improvements.
- 3) Material and color samples (preferably to match existing materials).
- 4) Name and address of adjacent property owners.

## MINOR CHANGES

Minor changes of elevations can be approved at the site by an Architectural Review Board representative. Distinction between minor and major changes will be determined by the Board representative.

## DAMAGE CONSTRUCTION

If a building, either under construction or completed, is damaged so that major reconstruction is required, intention for rebuilding should be communicated within 90 days to the Architectural Review Board.

## U. S. ARMY CORPS OF ENGINEERS

The Corps of Engineers, in conjunction with State agencies, controls any construction within the waterways, lakes, marshes, swamps and conservation areas, and approves all building permits in these areas.

## BUILDING INSPECTION DEPARTMENT

This department issues all structures including single family homes. Additionally, this department assigns the minimum building floor elevation, based on the flood insurance

rate maps for each individual house. This department must also do periodic inspections during construction to see that the minimum building code standards are being met. Upon completion of construction of a lot owner's house a final inspection is made and Certificate of Occupancy is required from this department prior to occupying the house.

### RESTRICTIVE COVENANTS

These are recorded covenants and restrictions which apply specifically to the development of Juniper Creek Fishing Village Subdivision and which are designed to protect every property owner. They have been drafted to ensure the highest quality of life by establishing specified development standards for which each lot owner is legally responsible. This property is also subject to the covenants and restrictions of Juniper Creek Fishing Village Subdivision.

### PROPERTY OWNERS' ASSOCIATION

Each property owner is a member of Juniper Creek Fishing Village Subdivision Property Owners' Association and is subject to all rules, regulations, and assessments of the Association.

ALL APPROVALS FROM THE ARCHITECTURAL REVIEW BOARD SHALL BE IN WRITING.

# JUNIPER CREEK FISHING VILLAGE SUBDIVISION

## Architectural Review

*to assure quality control  
to provide for the community's organized development  
to maintain environmental safeguards*

### PRELIMINARY ARCHITECTURAL REVIEW

(Partial submittals will not be reviewed for approval.)

#### 1.) PRELIMINARY SAMPLE BOARD:

- |     |  |   |     |   |     |   |     |
|-----|--|---|-----|---|-----|---|-----|
| a.) | Provided sample of proposed exterior material? | Y | ___ | N | ___ | U | ___ |
| b.) | Provided sample of roof material?              | Y | ___ | N | ___ | U | ___ |
| c.) | Provided sample of ext. paint/stain?           | Y | ___ | N | ___ | U | ___ |
| d.) | Provided sample of ext. trim color?            | Y | ___ | N | ___ | U | ___ |
| e.) | Provided sample of door color?                 | Y | ___ | N | ___ | U | ___ |
| f.) | Provided sample of window color?               | Y | ___ | N | ___ | U | ___ |

#### 2.) SITE PLAN: Submitted?

- |     |   |   |     |   |     |   |     |
|-----|---|---|-----|---|-----|---|-----|
| a.) | Lot number and phase indicated?                                       | Y | ___ | N | ___ | U | ___ |
| b.) | North arrow shown?  | Y | ___ | N | ___ | U | ___ |
| c.) | Property lines shown?   | Y | ___ | N | ___ | U | ___ |
| d.) | Overall "footprint" shown?  | Y | ___ | N | ___ | U | ___ |
| e.) | Garage, patios, decks, pools, etc., indicated?                        | Y | ___ | N | ___ | U | ___ |
| f.) | Walks and driveways located, dimensioned,<br>and materials indicated? | Y | ___ | N | ___ | U | ___ |
| g.) | Setback limits shown?   | Y | ___ | N | ___ | U | ___ |
| h.) | Building accurately located within setbacks?                          | Y | ___ | N | ___ | U | ___ |
| i.) | Driveway is a minimum of 2 feet from any<br>property line?            | Y | ___ | N | ___ | U | ___ |
| j.) | Garbage, HVAC, and utility meter screening<br>shown?                  | Y | ___ | N | ___ | U | ___ |
| k.) | Are any retaining walls required?                                     | Y | ___ | N | ___ | U | ___ |

#### 3.) FLOOR PLANS: Submitted?

- |     |   |   |     |   |     |   |     |
|-----|---|---|-----|---|-----|---|-----|
| a.) | Drawn to an appropriate scale?  | Y | ___ | N | ___ | U | ___ |
| b.) | Room use labeled?   | Y | ___ | N | ___ | U | ___ |
| c.) | All walls shown?  | Y | ___ | N | ___ | U | ___ |
| d.) | All windows and doors shown?  | Y | ___ | N | ___ | U | ___ |
| e.) | Does the house meet the minimum square footage<br>requirements? (_____ sq. ft. H/C) | Y | ___ | N | ___ | U | ___ |

# JUNIPER CREEK FISHING VILLAGE SUBDIVISION

## Architectural Review

*to assure quality control  
to provide for the community's organized development  
to maintain environmental safeguards*

### FINAL ARCHITECTURAL REVIEW (Partial submittals will not be reviewed for approval.)

#### 1.) GENERAL:

- a.) Complete set of construction drawings submitted? Y \_\_\_ N \_\_\_ U \_\_\_  
b.) Complete set of specifications submitted? Y \_\_\_ N \_\_\_ U \_\_\_

#### 2.) SITE PLAN: Submitted?

Y \_\_\_ N \_\_\_ U \_\_\_

- a.) Property lines shown with dimensions and bearings? Y \_\_\_ N \_\_\_ U \_\_\_  
b.) Dwelling indicated as exterior walls with entry area  
and stairs delineated and roof and deck lines shown? Y \_\_\_ N \_\_\_ U \_\_\_  
c.) Building accurately located within setbacks? Y \_\_\_ N \_\_\_ U \_\_\_  
d.) Walks and drives located, dimensioned and  
materials indicated? Y \_\_\_ N \_\_\_ U \_\_\_  
e.) Exterior lighting type(s) and location(s) shown? Y \_\_\_ N \_\_\_ U \_\_\_  
f.) Garbage, HVAC, and utility meter with screening  
shown? Y \_\_\_ N \_\_\_ U \_\_\_  
g.) Roof plan at appropriate scale shown? Y \_\_\_ N \_\_\_ U \_\_\_  
h.) Location of water service shown? Y \_\_\_ N \_\_\_ U \_\_\_  
i.) Location of sewer service shown? Y \_\_\_ N \_\_\_ U \_\_\_  
j.) Are existing/proposed contours shown? Y \_\_\_ N \_\_\_ U \_\_\_  
k.) Driveway is a minimum of 2 feet from any  
property line? Y \_\_\_ N \_\_\_ U \_\_\_  
l.) Drives are a minimum of 9' wide and no more  
than 12' wide? Y \_\_\_ N \_\_\_ U \_\_\_  
m.) Paving materials are consistent with or complement  
the architecture of the house? Y \_\_\_ N \_\_\_ U \_\_\_  
n.) Is there any fencing proposed? Y \_\_\_ N \_\_\_ U \_\_\_  
o.) Are there any detached buildings proposed? Y \_\_\_ N \_\_\_ U \_\_\_  
p.) Is there a swimming pool proposed? Y \_\_\_ N \_\_\_ U \_\_\_  
q.) Are tennis courts proposed? Y \_\_\_ N \_\_\_ U \_\_\_

- 3.) **PLANTING PLAN:** Submitted? Y \_\_\_ N \_\_\_ U \_\_\_
- a.) Drawn to an appropriate scale? Y \_\_\_ N \_\_\_ U \_\_\_
- b.) Variety, size, location and number of all plants shown? Y \_\_\_ N \_\_\_ U \_\_\_
- c.) Types and limits of seeded/sodded areas shown? Y \_\_\_ N \_\_\_ U \_\_\_
- d.) Plant list with botanical name, quantity, common name, size, and special specifications done? Y \_\_\_ N \_\_\_ U \_\_\_
- e.) Is Bahia Grass proposed? Y \_\_\_ N \_\_\_ U \_\_\_
- 4.) **FOUNDATION PLAN** Submitted? Y \_\_\_ N \_\_\_ U \_\_\_
- a.) Drawn to an appropriate scale? Y \_\_\_ N \_\_\_ U \_\_\_
- b.) Footing details shown? Y \_\_\_ N \_\_\_ U \_\_\_
- c.) Framing system noted? Y \_\_\_ N \_\_\_ U \_\_\_
- d.) Foundation walls have exterior finish material to grade level? Y \_\_\_ N \_\_\_ U \_\_\_
- 5.) **FLOOR PLAN(S)** Submitted? Y \_\_\_ N \_\_\_ U \_\_\_
- a.) Drawn to an appropriate scale? Y \_\_\_ N \_\_\_ U \_\_\_
- b.) Thoroughly dimensioned? Y \_\_\_ N \_\_\_ U \_\_\_
- c.) Windows and doors shown? Y \_\_\_ N \_\_\_ U \_\_\_
- d.) All fixtures, cabinets, and appliances shown? Y \_\_\_ N \_\_\_ U \_\_\_
- e.) Does the house meet the minimum square footage requirements? Y \_\_\_ N \_\_\_ U \_\_\_  
(\_\_\_\_\_ sq. ft. H/C)
- f.) Electrical plan(s) submitted? Y \_\_\_ N \_\_\_ U \_\_\_
- 6.) **EXTERIOR ELEVATIONS** Submitted? Y \_\_\_ N \_\_\_ U \_\_\_
- a.) Drawn to an appropriate scale? Y \_\_\_ N \_\_\_ U \_\_\_
- b.) Revised as required by preliminary architectural review? Y \_\_\_ N \_\_\_ U \_\_\_
- c.) Roof pitch is minimum of 6:12 and a maximum of 12:12? (4:12 minimum over porches). Y \_\_\_ N \_\_\_ U \_\_\_
- d.) Shingles are GAF "Timberline" or equal? Y \_\_\_ N \_\_\_ U \_\_\_
- e.) HVAC screening shown? Y \_\_\_ N \_\_\_ U \_\_\_
- f.) Approved chimney cap shown? Y \_\_\_ N \_\_\_ U \_\_\_
- g.) Exterior finish materials remain consistent? Y \_\_\_ N \_\_\_ U \_\_\_

7.) DETAILS/SECTIONS Submitted? Y \_\_\_ N \_\_\_ U \_\_\_  
 a.) Details drawn to an appropriate scale? Y \_\_\_ N \_\_\_ U \_\_\_  
 b.) Typical deck and railing details drawn? Y \_\_\_ N \_\_\_ U \_\_\_  
 c.) Typical screened porch details drawn? Y \_\_\_ N \_\_\_ U \_\_\_

8.) ADDITIONAL PLANS (Optional)  
 (List additional plans submitted in space below at #9.)  
 a.) Finish, door, and window schedules submitted? Y \_\_\_ N \_\_\_ U \_\_\_

9.) General Comments

---

---

---

---

---

#### STATUS

☐ APPROVED ☐ NOT APPROVED ☐ APPROVED AS CORRECTED ☐ Revise and Resubmit

CHECKING IS ONLY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE  
 ARCHITECTURAL DESIGN REVIEW BOARD OF COUNTRY CLUB OF BREWTON SUBDIVISION,  
 BREWTON, ALABAMA.

By \_\_\_\_\_ Date \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_  
 By \_\_\_\_\_ Date \_\_\_\_\_

(THREE COMMITTEE MEMBERS' SIGNATURES ARE REQUIRED BEFORE APPROVAL IS  
 COMPLETE.)

CHECKING IS ONLY FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ARCHITECTURAL  
 COMMITTEE OF COUNTRY CLUB OF BREWTON SUBDIVISION, BREWTON, ALABAMA.

Architectural Consultants for the Preparation of the Design Guidelines:

Gatlin Hudson Architects  
 ARCHITECTS  
 805 Daphne Avenue • P. O. Box 1185  
 Daphne, Alabama 36526  
 (334) 626 - 5514