

**DECLARATION OF RESTRICTIONS AND COVENANTS
OF
ANTHEM OAKS**

This Declaration of Restrictions and Covenants is made, adopted, published and declared this 18th day of October, 2018, by ANTHEM DEVELOPMENT, L.L.C. ("Developer");

RECITALS

Developer, as owner of 9 Lots ("the Lots") of ANTHEM OAKS, as shown on the Plat recorded at Slide 2657-B, in the records of the Office of Judge of Probate of Baldwin County, Alabama ("the Plat"),¹ desires to place certain restrictions, covenants, conditions and reservations in accordance with a general scheme or plan in order (a) to protect the owners of each Lot against improper use of surrounding lots as will depreciate the value of the property, (b) to preserve the natural beauty of each Lot, (c) to ensure the creation of attractive, well designed, properly proportioned and appropriate homes of suitable materials with appropriate locations on the lots, (d) to ensure proper building setbacks from street and lot lines, (e) to provide adequate free space between structures, and (f) to assure appropriate development and improvement of each Lot thereon;

NOW THEREFORE, Developer does hereby impose the following protective restrictions, covenants, conditions, and reservations:

1. **SINGLE FAMILY RESIDENCES:** All Lots shall be known and described as single-family residential lots. No Lot may be improved, used or occupied for other than private residence purposes, and no flat, duplex, apartment house, group apartment, or condominium, though intended for residential purposes, may be erected thereon.

2. **ARCHITECTURAL REVIEW:** No building or any other improvement, including without limitation, any fence, pool, or any other device or article attached to the ground or to any building shall be erected, placed or altered on, or attached to, any lot until such building or other improvement shall be approved in writing by Developer or the designated representative.

To request such approval, the requesting party must submit to Developer or its designated representative: Two complete sets of final building or construction plans, specifications, and plot plans showing



the location of each building, fence, wall and any other improvement, driveway (in this case also showing the course, width of same and curb cut), pool, and all other proposed structures. Said plans shall be prepared by a qualified architect, engineer, or draftsman, duly licensed to do business in Mobile or Baldwin County, State of Alabama, and such person shall be qualified to draw home plans. Plans or exhibits shall show, without limitation, (i) a schedule of exterior materials and colors, (ii) orientation, front, rear and side elevations, and finished ground elevation of the structure, and (iii) the habitable area square footage as referred to in paragraph 9 hereof. Approval, which shall be given or withheld or conditionally given in Developer's sole discretion, shall be based on compliance with all requirements stated in these covenants and on the compatibility of the proposed improvements with other existing or anticipated improvements, and the quality and attractiveness of the proposed improvements. Developer review shall be limited to outward appearance only and shall not include any responsibility or authority to review for structural integrity, interior design, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

All proposed building or construction plans, specifications, plot plans or related data, drawings or requests for approval shall be submitted as follows: 19940 State Highway 181 STE A, Fairhope, Alabama 36532, unless and until Developer shall designate a different agent or depository.

Developer approval shall be required for all exterior materials and colors, including doors and windows, ceiling height, elevations, placement of heating and air conditioning equipment, placement of power boxes, location of buildings, outbuildings, and driveways, and direction the house faces the street and surrounding homes.

The following conditions apply:

Exterior Color: Houses and other buildings must be painted or otherwise colored, except where finished with brick approved by Developer. All proposed colors to be applied to the exterior of any structure must be submitted to Developer for approval. Any color that is not deemed by Developer, in its sole discretion, as compatible with the neighboring homes of Anthem Oaks shall not be approved.

Exterior Materials: Exterior finish must be real or cultured stone, used brick, wood mould brick, tumbled style brick, regular brick approved by Developer, authentic stucco, wood or fiber-cement siding. A sample of all stone and brick shall be submitted to the Developer for approval prior to beginning construction. Facia and soffit areas may be finished in wood, cement board or vinyl trim. Porch ceilings must be constructed of finish grade wood. No vinyl shutters shall be allowed.

Windows: Solid wood units, vinyl clad wood window units, and vinyl units are allowed; other window types may from time to time be approved by Developer.

Ceiling Height: Minimum of nine feet (9') is required of the first floor of any residence.

Slabs: Slabs shall not be exposed.

Driveways: All driveways shall be paved with concrete or constructed with masonry type material or loose aggregate in white or black in color only. No dirt driveways shall be approved. Turnouts in County rights of way may be asphalt as required by the governing authority. Developer may at its sole discretion, permit alternative driveway surfaces by written approval.

Roof Pitch: Without Developer's prior written consent, no main body roof pitch shall be less than eight inches (8") in a twelve inch (12") run. Roof materials shall be subject to the approval of Developer.

HVAC Units, Mechanical Equipment, Pool Equipment and Playground Equipment: All HVAC units, mechanical equipment, pool equipment and other similar items shall be screened from street view with approved landscaping or other approved screening material.

Outdoor Lighting: No lighting shall be located, directed or of such intensity as to affect adversely the enjoyment of any adjacent Property Owner. Only approved decorative lights shall be located on the front of any residence and no flood lights or similar types of lighting shall be allowed on the front of any residence.

Landscaping: All front, side and rear yards shall be sodded within 30 feet of the residence. Developer encourages the use of natural landscaping and any Lot Owner or contractor shall submit to Developer prior to the construction of any residence, a landscaping plan which shall be approved by Developer, its successors and assigns. All landscaping shall be completed in accordance with the approved landscaping and plan and shall be completed within 60 days from the completion of the construction of said residence, including, complete sodding with grass, or other ground cover approved by the Developer. All A/C units and similar mechanical devices shall be screened from view using a mix of plants. Screening constructed of wood or similar materials may be approved by the Developer, its successors and assigns at the Developer's sole discretion.

Satellite dish: Satellite dishes or other type of television or electronic device shall be installed only in a back yard and otherwise where not visible from any street, unless a satisfactory signal cannot be obtained in such location, in which case, Developer shall approve a location where a satisfactory signal can be obtained and where the dish is screened by landscaping approved by Developer.

Mailboxes: Mailboxes shall conform to the mailbox style, color, lettering, location and other specifications designated by Developer from time to time. Standard mailboxes, as selected by Developer, are required throughout and no other mailboxes are permitted.

Construction Period/Reconstruction: Each residence must be completed within twelve (12) months from the date when construction begins. If the construction of any residence is not completed within such twelve (12) month period, then the Owner shall promptly remove such partially-constructed residence at the Owner's expense; provided, however, that Developer may, when it in its absolute discretion deems it is reasonable to do so, extend the construction completion deadline for one (1) or two (2) periods of up to ninety (90) days each. Any building or other improvement constructed on any lot that is destroyed partially or totally by fire, storm or any other means shall be rebuilt or repaired in accordance with this Declaration or demolished within a reasonable period of time and the lot on which such was located restored to an orderly and attractive condition.

Permitted Hours of Work: Owners and Builders shall follow the local noise ordinance for working hours and are prohibited from working on Thanksgiving Day or Christmas Day or prior to 6:00 a.m. or after dark.

Standards: The quality and attractiveness of every improvement must meet the standards of Developer. Developer is hereby granted broad discretion in judging the compatibility, quality, attractiveness, and compliance of the proposed improvements with this Declaration. Developer shall have the right to accept, modify, or refuse to approve any plans or specifications or landscape plans, which are not reasonably suitable or desirable, in Developer's sole discretion, for aesthetic or other reasons, and in so passing upon such plans, specifications and landscape plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed building, other structure or landscape plan, and of the materials of which it is to be built or planted, the site upon which it is proposed to be erected or planted, the harmony thereof with the surroundings and the effect of the building, other structure or landscape as planned, on the outlook from the Lots. Each person that acquires any lot or any interest therein, and such person's heirs, successors and assigns

shall abide by the decision of Developer in all cases in which Developer's approval is required in this Declaration.

If Developer or its designated representative fails to give notice of approval or disapproval of any submitted plans and specifications containing all required information or other request pursuant to this Declaration within thirty (30) days after said plans and specifications or other request have been submitted to it, such approval shall not be required. If any plans and specifications are disapproved, written notice of such disapproval shall be given to the submitting lot owner by hand delivery to such owner or by depositing same in the U. S. Mail, properly addressed and postage prepaid.

The approval of Developer of any plan, specifications or drawings or any materials accompanying same for matters requiring approval by Developer shall not be deemed a waiver of, or create any right of estoppel against, Developer's right to withhold approval of any similar plan, drawing, specification or materials subsequently submitted for approval.

Neither Developer nor any representative of Developer shall be liable to any lot owner or any other person, association or entity, for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any submitted materials, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved materials; (iii) the development of the lot; (iv) the structural capacity or safety features of any proposed improvements; (v) whether or not the location of the proposed improvement on the building site is free from possible hazards from flooding or from any other possible hazards, whether caused by conditions occurring either upon or off any property located within the subdivision; (vi) soil erosion causing sliding conditions; or (vii) any decision made or action taken or omitted to be taken under the authority of this Declaration.

Upon such terms and conditions as Developer may elect, Developer may, but is not required to, adopt, review and approve or disapprove, in whole or in part, with or without conditions, applications for the modification or waiver of any requirement or restriction contained in this Declaration. Such applications shall contain such information as Developer may prescribe and shall affirmatively show, to Developer's satisfaction, that the application of such requirements, under the circumstances, creates unnecessary or undue hardships or that its modification or waiver is not materially inconsistent with the scheme of development.

With respect to all matters which are, by the terms of this instrument, to be decided by Developer, the decision of Developer shall be final and binding on all parties. No changes or deviations in or from any

approved plans or specifications shall be made without the prior written consent of Developer.

Nothing in this Declaration shall relieve, or be interpreted as purporting to relieve, any owner from also securing such approvals, certificates, or permits of any governmental agency or entity with jurisdiction as may be required by law as a condition to the commencement, construction, maintenance, addition, change or alteration, or any other activity on any lot, and Developer may require that a copy of such approvals, certificates, or permits be provided to Developer as a final condition to any approval, or as additional assurance to Developer that the proposed activity or construction and uses meet governmental requirements, or for both such purposes.

Developer has obtained an Alabama Department of Environmental Management ("ADEM") National Pollutant Discharge Elimination System Permit ("the Permit"), which relates to certain activities that affect storm water discharges from construction, excavation, land clearing, and other land-disturbance activity. The Owner of each Lot shall, with respect to construction or other land-disturbance activity on such lot, be responsible for taking such measures as are required by the Permit and applicable laws and regulations related to preventing sediment or other pollutants and storm water run-off from leaving the construction site or associated areas. However, upon conveyance of any Lot by Developer, the new Owner shall immediately apply for and obtain, in such Owner's own name and at such Owner's own expense, a separate permit for such Lot and shall abide by the terms thereof, which may include, without limitation, use of silt fences, staked hay bale rows, netting or mesh, rock filter check dams, catch basins, seeding, proper grading, revegetation, and other erosion control. Each Owner shall indemnify and hold Developer harmless from such owner's failure to take such measures. Should ADEM or other authorities assess a fine or require correction action with respect to the matters assigned to any Owner under this paragraph, such owner shall be responsible for the payment of such fine and/or the implementation of such correction action, and if such owner should fail to pay such fine and/or implement such corrective action, Developer may, but shall not be obligated to, pay such fine and/or implement such action on behalf of such owner, without any liability on the part of Developer to such owner, and owner shall reimburse Developer the cost thereof, plus an administrative fee equal to 25% of such costs, plus interest at the rate of 12% per year until paid.

Assignment/Delegation: Other paragraphs in this Declaration provide that certain actions may be taken only with prior written approval of Developer. The powers and rights under this paragraph 2 and such other powers and rights of approval set forth elsewhere in this Declaration, including, but not limited to, the power to make rules and regulations, may be, in whole or in part, (i) relinquished by Developer from time to time by recording a written relinquishment in the Baldwin County Probate Court real estate records; or (ii) assigned to the Anthem Oaks Home Owner's Association, Inc. by recording a written assignment in said records, in which case,

the assignee shall have such rights and powers of approval.

3. **SITING:** All residences, buildings and other improvements must be located within the setback lines as shown on the Plat. All improvements shall be located so that the maximum view and privacy will be available to each residence and so that all improvements will be ideally located with regard to the topography of each Lot taking into consideration of the location of trees or plants, and other aesthetic and environmental considerations, and shall be approved by the Developer.

4. **TREES:** Clear-cutting of Lots is prohibited, and preservation of hardwoods is encouraged.

5. **RESUBDIVISION:** No Lot shall be re-subdivided, except that, provided Developer's prior written consent has been obtained. Two (2) Lots may be combined into one (1) building site with developer and governing authority approval.

6. **OFFENSIVE ACTIVITIES, ETC.:** No commercial, noxious, hazardous, annoying or nuisance-creating activity may be carried on within any lot. No structure, including fences, shall be erected so as to channel water on an adjacent lot. No outside clothes lines shall be permitted. No trawl, cast net, gill net, or other fishing, shrimping equipment or paraphernalia shall be dried, kept, or maintained on any lot in such a location or manner as to be visible from any street or any lot. No guns may be discharged upon any part of Community for any purpose, nor shall there be hunting of any nature.

7. **NEATNESS, ETC.:** All Lots and adjacent rights-of-way, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained by the owner of all such Lots in a neat, attractive and presentable condition, even when such improvements are under construction. They shall be maintained in such manner as to prevent their becoming unsightly by reason of weeds, underbrush, or unattractive growth on such lot or the accumulation of piles, rubbish, debris or unsightly objects thereon; nor shall any such rubbish, debris, or unsightly objects be dumped on any other lot or on any adjoining property, or otherwise disposed of in any manner not consistent with applicable laws. Building materials shall not be stored on a lot unless a structure is under construction. Trash, garbage or other waste material shall not be kept on any lot except in sanitary containers. Also, lot owners shall be responsible for periodic clean ups on their respective Lots during the period the house is under construction to prevent their trash from blowing onto other Lots and causing an unsightly situation for the neighborhood. In order to implement effective control, Developer reserves for itself and its agents the right, after ten (10) days' notice to any lot owner, to enter upon any residential lot with such equipment and devices as may be necessary for the purpose of mowing, removing, clearing, or cutting

underbrush, weeds or other unsightly growth and trash which, in the opinion of Developer, detracts from the overall beauty or safety. Such entrance upon such property for such purposes shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday and shall not be a trespass. Developer may charge the lot owner a reasonable cost for such services, plus a 25% administrative charge and interest at the annual rate of 12% until paid, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. The provisions of this paragraph shall not be construed as an obligation on the part of Developer to mow, clear, cut or prune any lot nor to provide garbage or trash removal services.

8. **HOUSE TRAILER:** No house trailers shall be permitted on any Lot.

9. **LEASING RESTRICTIONS.** No residence or other structure shall be leased by the Owner thereof for a lease term of less than twelve (12) months, and only one primary family per residence shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

10. **TYPE AND SIZE OF BUILDINGS:** No building shall be erected, altered, placed or permitted to remain on any lot other than one single family residence, which shall be not more than two and one-half stories in height and shall have habitable area, exclusive of basements, open porches and garages, of at least 2,400 square feet, and if more than one story, at least 2,000 square feet on the bottom floor. One outbuilding is permitted on each Lot provided the architectural character thereof matches that of the primary residence. Detached garages may be erected if specifically approved in writing by Developer, including the location (which must comply with applicable construction setback areas) prior to construction. Each residence shall contain at least a two-car garage, though Developer may consider allowing tandem garages in some situations.

11. **UTILITIES:** All wired utilities must be provided underground. Septic tanks are prohibited. Each owner assumes responsibility for activating electric, telephone, sanitary sewer, water, cable television (if available), and gas services and paying the appropriate utility companies the fees or charges required by such companies and to sign and be bound by such agreements as such companies may require.

12. **SECURING JOB SITE IN THE EVENT OF A HURRICANE OR NAMED TROPICAL STORM.** In the event any hurricane or named tropical storm appears to be an imminent threat to Baldwin County, then, it shall be the Lot Owner and builder's responsibility to secure all port-o-let, equipment, lumber and other building materials which may cause damage to other Lots or residences. Should the Lot Owner or contractor fail or refuse to secure such equipment and materials, the Lot Owner or contractor shall be responsible

for any damages which may occur as a result thereof and shall hold the Developer and the Association harmless for any such damages.

13. **ANIMALS:** Domesticated animals are allowed. Animals may not be kept, bred or maintained for any commercial purpose or use. Any animal that the Developer deems a nuisance, annoyance or danger shall be removed by the owner thereof immediately upon written notice.

14. **GARBAGE DISPOSAL CONTAINERS AND EQUIPMENT:** No lot shall be used as a dumping ground for rubbish, and all debris and trash from clearing or construction must be immediately removed. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, sanitary condition and screened from view from the streets, and the other Lot. Trash shall be taken to the street only the night before the regularly scheduled pick-up and removed from the street by the end of the day of pick up.

15. **MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within five hundred feet (500') beneath the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

16. **FENCES:** Shadow box privacy fences and other attractive wooden fences and black or green vinyl-clad fences shall be allowed along the rear of any Lot and along the side lot lines but not nearer the front lot line than the primary rear plane of the residence. No fence shall be higher than six (6) feet. The Owner of any Lot on which a fence is permitted shall maintain the fence in an attractive, safe condition.

17. **SIGNS:** No signs shall be erected or maintained on the property or any other Lot at any time by anyone, including without limitation, a Property Owner, realtor, contractor or subcontractor, except for the following approved signs: (a) One "For Sale" sign; (b) One sign displayed by a contractor during construction for a maximum of 12 months or until completion of the construction, whichever shall first occur; (c) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (d) a sign which has been specifically approved in writing by the Developer. Developer reserves the right to restrict the size, color, content, location, number and method of display of each approved sign. Signs must be placed perpendicular to the street and may not be displayed from the interior of any residence, building, or other improvements so as to be visible from the exterior.

18. **EASEMENTS:** All easements shown on the Plat, including, but not limited to, drainage easements are hereby adopted as a part of these Restrictions and all Lots shall be subject to such easements. Further, Developer reserves an access easement over all of the Lots for purposes of facilitating development, maintenance, and other legitimate purposes. Developer reserves unto itself, its successors and assigns, the right and easement, but not the obligation, to construct, install, maintain, repair and replace power, gas, sewer, telephone, and other utility lines, street lights, equipment and facilities and drainage ditches and natural drains, in, on, over and under the streets and roads and easements shown on the Plat, and to construct, install, operate, maintain, repair and replace lights, walls, fences, shrubbery, bushes and trees and other decorative or screening improvements in, on, over and under the property included within the areas designated as fences, drainage and/or utility easements, if any, with full right of ingress and egress to and from said streets and roads and easements across adjoining property; and the undersigned reserves unto itself and its successors and assigns the right to contract generally with others for the doing of any and all such things and the right to grant unto others such easements, rights and privileges as the undersigned may deem appropriate or convenient in connection therewith. The Owners of Lots burdened by any easements shall be responsible for the routine maintenance (such as grass-cutting) of the areas on said Lots that are subject to easements.

19. **AMENDMENT OR MODIFICATION:** Any or all of the provisions of this Declaration may be annulled, amended, or modified at any time by an instrument executed by all of the Owners, which said instrument shall be acknowledged by each such owner signing same and shall be filed for record in the office of the Judge of Probate of Baldwin County, Alabama, PROVIDED, HOWEVER, that no amendment shall be effective unless approved in writing by Developer.

20. **TERM:** The provisions in this Declaration shall run with the land and shall be binding on all lot owners, or upon all parties and persons claiming under or through them, each of whom shall, by virtue of his acceptance or acquisition of title or other interest, accept and agree to be bound by and to abide by all terms and provisions of this instrument, all of which shall be and remain in full force and effect until December 31, 2075. After which time the provisions of this Declaration shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by all of the Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part, prior to December 31, 2075, or prior to the then pending ten (10) year term, as the case may be.

21. **VIOLATIONS NOT A CLOUD ON TITLE:** Any violation of these covenants shall not act as a cloud upon the title of the property concerned and title shall not be forfeited as a result of such violation.

22. **ENFORCEMENT:** If any person or persons shall violate or attempt to violate any of the provisions contained herein, Developer or any party owning any Lot may prosecute any proceedings at law or in equity against such person or persons, either to prevent him or them from so doing or to recover damages for such violation, and in the event that it is the Developer who has filed legal action, it shall be entitled to receive an award of a reasonable attorney's fee for the successful prosecution of such an action. The Developer shall be under no obligation to enforce any of the provisions herein contained, but in the event, Developer shall choose not to enforce the same, the owner of any lot in, as an individual, seek to enforce the same through lawful means. Additionally, Developer may, from time to time, establish, and impose fines in such amounts as Developer may deem reasonable on persons who violate this Declaration, including without limitation, fines for each day that any such person shall be in violation. Developer may assign its rights of enforcement to any third party by the recording in the Baldwin County Probate Court records of an executed assignment.

23. **DEVELOPER CHANGES AND RESERVATIONS:** Developer reserves the right to make such changes to this Declaration (a) as Developer may deem necessary in order to comply with or address a governmental regulation or similar directive or to meet any other requirement or limitation that binds Developer or the subdivision, or (b) as do not materially and unreasonably adversely affect any lot that Developer has already conveyed.

24. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall be and remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed as of the day and year first above written.

ANTHEM DEVELOPMENT, L.L.C. an Alabama
Limited Liability Company

By: Provision Investments, LLC

Its: Manager

By: _____



GEOFF LANE, as manager

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that GEOFF LANE, as manager of **Provision Investments, LLC**, as manager of **Anthem Development, L.L.C.**, an Alabama limited liability company, 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 Manager and with full authority, executed the same voluntarily for and as the act of said entity.

GIVEN under my hand this the 18th day of October, 2018.



Anne B. Gardner

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT PREPARED BY:

Geoff Lane, Anthem Development, LLC
19940 State Highway 181 STE A
Fairhope, AL 36532

ANNE B GARDNER
Notary Public, Alabama State At Large
My Commission Expires 05/23/2022