

FOX RIDGE ASSOCIATION

This document summarizes some of the key provisions of the "Declaration of Covenants and Restrictions" for Fox Ridge Development, dated 2, March 1989. For a fee, owners may obtain a complete copy (approx. 30 pages) from Duckworth-Morris Realty (Attn. Kitty Streit).

1. Dwellings are designed and intended for use and occupancy as a residence by a single family.
2. Lot owner(s) shall be entitled to one vote for each lot they own.
3. Cost of painting the exterior of any residence, maintaining and replacing fences (on owner's lot), is the responsibility of each lot owner. The Association may make repairs after reasonable notice and the Association shall have the right to recover costs from the lot owner.
4. No fence, wall, or other improvements or structures shall be erected, placed, moved or maintained upon the property, nor any exterior addition or change (including change in color) until the complete plans have been submitted (in duplicate) to and approved by the Board of Directors. If this approval is not obtained, such building, fence, wall, or other structure or improvement shall be promptly removed.
5. Exterior trim shall be white or as originally installed. Siding and roofing colors and design shall remain as similar as possible to the original. Fences shall remain the same type and color as the original. No garage may be enclosed or otherwise converted to living space.
6. No noxious or offensive trade or business activity shall be carried on upon any lot; nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
7. Owners will not park or permit others to park large vehicles or vehicles and trailers which total over 8 feet in height or are more than 20 feet in length on a permanent or regularly occurring basis in the driveways, front yards, or streets. Vehicles referred to by this section include, but are not limited to, semi trucks, large vacation vehicles, two-ton or larger trucks, boat trailers, and so forth.

8. Front yard areas shall be kept neat and clean. All trash containers, junk, immobilized automobiles, bicycles, and other items when not in use must be stored in the side or back yard and out of view from the street. No basketball goals or other permanent sporting structures may be constructed in the front yard.
9. Where a fence divides adjoining lots, such fence shall be owned jointly by the owners on either side of the fence and they shall be responsible jointly for its maintenance.
10. Owners shall not attach any objects (fountains, planters, trellises, etc.) to the wall of an adjoining residence.
11. No signs may be placed on any lot or dwelling other than FOR SALE signs.

The Association, upon approval of the Board of Directors and reasonable notice to the owner(s), has the right to inspect property and initiate action to remove or correct violations of these covenants.

In addition, be a good neighbor by:

1. Picking up litter on your property and street.
2. Keeping your dogs off neighborhood yards.
3. Not blocking mail boxes (Mail carriers are not required to deliver mail when boxes are blocked.)
4. Keeping your garage door closed as much as possible.

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THE STATE OF ALABAMA
COUNTY OF TUSCALOOSA

SOURCE OF TITLE:
Deed from Hamner, et al.
Deed Book 975, Page 378

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

FOX RIDGE

A PLANNED DEVELOPMENT

THIS DECLARATION, made this 2nd day of March,
1989, by FOX RIDGE, INC., an Alabama corporation, hereinafter
sometimes called "the Declarant",

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the Declarant is the owner of the real property
described in Article II hereof and desires to create thereon a
residential community with permanent common areas and community
facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the
preservation of the values and amenities in said community and
for the maintenance of said common areas and community
facilities; and to this end, desires to subject the real
property described in Article II hereof to the covenants,
restrictions, easements, charges and liens hereinafter set
forth, each and all of which is and are for the benefit of said
property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable, for the
efficient preservation of the values and amenities in said
community, to create an association to which should be delegated
and assigned the powers and duties of maintaining and
administering the common areas and community facilities,
administering and enforcing the within covenants and
restrictions and disbursing the charges and assessments
hereinafter created; and

WHEREAS, the Declarant has formed (or intends to form) FOX
RIDGE HOMEOWNERS ASSOCIATION, INC., as a nonprofit corporation
without capital stock under the "Alabama Nonprofit Corporation
Act" of the State of Alabama for the purposes of carrying out
the powers and duties aforesaid;

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens (hereinafter sometimes referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Association" shall mean and refer to FOX RIDGE HOMEOWNERS ASSOCIATION, INC., and its successors or assigns or, upon merger or consolidation with another corporation or corporations, the corporation surviving such merger or resulting from such consolidation.

(b) "The Property" shall mean and refer to all real property described in Article II hereof.

(c) "Lot" shall mean and refer to all parcels or property which are part of The Property.

(d) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members, together with all improvements located thereon and all personal property incidental thereto which may be owned by the Association.

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Without limitation, "Community Facilities" shall include all sewage disposal facilities, including pumping stations, which are not accepted for maintenance by the City of Tuscaloosa.

(e) "Dwelling" shall mean and refer to any building or portion of a building situated upon The Property and designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

(g) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(h) "Developer" shall mean and refer to the Declarant FOX RIDGE, INC., an Alabama corporation, and its successors and assigns, but only to the extent that the rights and interests and/or exemptions of the Developer hereunder shall be specifically assigned.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is, and shall be, held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Tuscaloosa, State of Alabama, and is more particularly described on attached Exhibit "A" attached hereto and by this reference made a part hereof.

ARTICLE III

Section 1. Reservation of Right of Merger and Annexation. For a period of ten (10) years from the date of the recordation of this Declaration, the Declarant reserves the right, power and authority, without the consent or joinder of any other Owner, to annex the adjoining land described on the attached Exhibit "B" for the purpose of establishing, annexing and merging one or more additional phases of the Fox Ridge development. The phases may be created simultaneously or staggered, and shall conform in basic respects to the general restrictions, limitations and benefits contained in this Declaration. Upon the recordation of the Declaration of Annexation and Merger in compliance with this Section, this Declaration shall further apply and effect all the property described in this Declaration and the property described in such Declaration of Annexation and Merger, and shall also bind all Owners of any part of the subsequent phases with the same effect as if the phases were originally subject to and described in the Declaration. Thereafter, the powers and responsibilities of the Association shall be coextensive with regard to all property included within the expanded Fox Ridge development and the Association shall, pursuant to the provisions of this Declaration, constitute the Association for

the entire Fox Ridge development, as expanded. The rights, obligations and duties of each Owner shall be the same and identical to the rights, obligations and duties prior to recordation of such Declaration of Annexation and Merger. The assessments and voting rights will become effective for the annexed lots of the additional phases upon recordation of the Declaration of Annexation and Merger.

Section 2. The Association shall continue to maintain a common expense fund for the collection and disbursement of monies as required and committed hereby for the maintenance, repair, replacement and operation of the Common Areas.

Section 3. Any annexation or merger shall be accomplished by the filing of an appropriate Declaration of Annexation and Merger. Said document shall be recorded in the Probate Office of Tuscaloosa County, Alabama which will conform to the following:

- (1) Be executed only by the Declarant, or its successors or assigns;
- (2) Contain a legal description of the land to be annexed as a part of the Fox Ridge development; and
- (3) Any other information required by law to effectuate the intent of this Article.

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Section 4. This Declaration, including, but not limited to this Article, does not presently create any interest in or with respect to the property shown in Exhibit "B" which may be annexed, and this Declaration shall not affect in any manner all or any part of such property unless and until a Declaration of Annexation and Merger is filed hereto in accordance with this Article.

ARTICLE IV

Section 1. Membership. The Association shall have two classes of voting membership:

- (a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Lot which is or becomes subject by covenants of

record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member and provided, further, that any person, group of persons or entity who holds such an interest in any Lot designated as Common Area shall not be a member on account thereof. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but no more than one vote shall be cast with respect to any Lot.

(b) There shall be 71 Class B memberships in the Association. The Class B member shall be the Declarant (and/or such other persons to whom the Declarant shall assign any Class B memberships) and each Class B member shall be entitled to one vote for each Class B membership which it holds, provided, however, that each such Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total votes outstanding in the Class A membership equal 48;
- (ii) on January 1, 1997; or
- (iii) upon the surrender of the Class B memberships or any of them, by the then holders thereof, for cancellation on the books of the Association.

ARTICLE V

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and in aid thereof to mortgage said property. The Association shall not mortgage the Common Areas or Community Facilities except by resolution approved by two-thirds (2/3) of the members of each class. In the event of a default and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas by the members of the Association and their guests; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to suspend the voting rights and the rights to use of the recreational Common Areas and recreational Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration, provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class or the then members of the Association has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of

the proposed agreement and action thereunder is sent to each member at least ninety (90) days prior to the taking of any action; and

(g) The right of the Association, acting by and through its Board of Directors, to grant rights-of-way and/or easements for any public utility purpose to any municipal agency, public utility or to the Developer for the purpose of the installation and/or maintenance of such utilities as may be necessary to serve any of the Common Areas or Community Facilities or to serve any other portion of the community known or to be known as "Fox Ridge"; provided, however, that such easements and/or rights-of-way shall not be permanently inconsistent with the enjoyment of the Common Areas and Community Facilities by the members of the Association.

ARTICLE VI

Section 1. Covenant for Maintenance Assessments. Each person, group of persons or entity who becomes an Owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and

safety of the residents on The Property and in particular for the improvement and maintenance of The Property, services and facilities devoted to this purpose and/or related to the use and enjoyment of the Common Areas and Community Facilities, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and, repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials, management and supervision thereof; and including, but in no way limited to the following:

(a) The cost of all operating expenses of the Common Areas and Community Facilities and services furnished, including charges by the Association for facilities and services furnished by it; and

(b) The amount of all taxes and assessments levied against the Association or upon any property which it may own or which it is otherwise required to pay, if any; and

(c) The cost of fire and extended liability insurance on the Common Areas and Community Facilities and the cost of such other insurance as the Association may effect; and

(d) The cost of furnishing water, electricity, heat, gas, garbage and trash collection and/or other utilities, to the Common Areas and Community Facilities; and

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(e) Subject to such conditions as the Association shall impose by Bylaw or resolution, the cost of maintaining and, if necessary, irrigating the front yards of each Lot; and

(f) The cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and/or a reserve for replacements; and

(g) The estimated cost of repairs, maintenance and replacements of the Common Areas and Community Facilities to be made by the Association; and

(h) The estimated cost of painting the exterior of any residence located on a Lot, and to paint, maintain and replace any fences located on a Lot so as to maintain the integrity of the development for all Lot owners. The costs of such painting,

repairs, maintenance and replacements are properly chargeable to each individual Lot owner. However, the Association may make such repairs if not made by said Lot owner after reasonable notice, and the Association shall have the right to recover such costs from such Lot owner.

Section 3. Annual Assessments. The annual assessment for each Lot shall be a maximum of \$_____ and may be levied on a monthly, quarterly, semi-annual or annual basis. The Board of Directors of the Association may fix the annual assessment at any amount not in excess of the maximum hereinabove provided for.

Section 4. Increase in Maximum Assessment.

(a) From and after January 1, 1989, in any event, the annual assessment for all memberships may be increased by the Board of Directors of the Association, without a vote of the membership, by not more than ten percent (10%) above the maximum annual assessment for the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided for in Section 3 of this Article.

(b) From and after the lapse, surrender and/or cancellation of all of the Class B memberships in the Association as provided for in Section 1(b) of Article III of this Declaration, the maximum annual assessment for all memberships may be increased above that established by the preceding paragraph by a vote of members, as hereinafter provided, for the next succeeding year and at the end of such year for such succeeding year. Any change made pursuant to this paragraph shall have the assent of two-thirds (2/3) of each class of the then members of the Association. A meeting of the members shall be duly called for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy in any assessment year a special assessment, applicable to that

year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement located upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate for each Lot.

Section 6. Commencement of Annual Assessments. The first annual assessment for each membership shall commence on the first day of the month following the conveyance of the Lot to which such membership is appurtenant by the Developer to the member. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the date aforesaid. Except as hereinafter provided, the assessment for any Lot for any year after the first year, shall become due and payable and a lien on the first day of said year, or as the Board of Directors may otherwise provide.

20 It shall be the duty of the Board of Directors of the
4 Association to periodically fix the amount of the annual
0 assessment against each Lot for each assessment period and the
Board of Directors shall make reasonable efforts to fix the
1 amount of the assessment against each Lot for each assessment
1 period at least thirty (30) days in advance of such date or
period and shall, at that time, prepare a roster of the Lots and
assessments applicable thereto which shall be kept in the office
of the Association and shall be open to inspection by any owner
upon reasonable notice to the Board. Written notice of the
assessment shall thereupon be sent to the Owner of any Lot
subject thereto.

Section 7. Assessment of Declarant, etc. Any provision of this Declaration or of the Articles of Incorporation or By-Laws

of the Association notwithstanding, the Declarant shall not be required to pay an annual assessment or special assessment for any Lot in which it has the interest otherwise required for Class A membership. The foregoing limitation shall not apply to any Lot on which is situated a completed dwelling held by the Declarant for rental purposes. No portion of the Common Areas or Community Facilities shall be subject to assessment by the Association.

Section 8. Reserve for Replacements. The Association may establish and maintain a reserve fund for replacements by the allocation and payment monthly to such reserve fund of an amount to be designated from time to time by the Board of Directors. Such fund shall be conclusively deemed to be a common expense of the Association. Such fund shall be deposited in a special account with a lending institution, the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board of Directors, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the replacement of the Common Areas and Community Facilities and for operating contingencies of a nonrecurring nature. The proportionate interest of any member in any reserve for replacements shall be considered an appurtenance of his Lot and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Lot to which it appertains and shall be deemed to be transferred with such Lot.

Section 9. Assessment Certificates. The Association shall upon demand, at any reasonable time, furnish to any Owner liable for assessment a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said assessment, i. e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid. A

charge not to exceed Ten Dollars (\$10.00) may be levied in advance by the Association for each certificate so delivered.

Section 10. Liability for Delinquent Assessment on Subsequent Lot Owners. Notwithstanding any other provision of this Declaration to the contrary, upon the conveyance by the owner of his Lot to a new owner any personal obligation of the transferring owner for delinquent assessments pursuant to the provisions of this Article VI shall not become an obligation of his successor in title, unless such successor expressly assumes such obligation.

ARTICLE VII

Section 1. Non-Payment of Assessment. Any assessment levied pursuant to these covenants which is not paid on the date when due shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien upon the Lot against which such assessment is levied which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall also remain his personal obligation for the statutory period.

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If the assessment is not paid within thirty (30) days after the delinquency date, the assessment may, upon resolution of the Board of Directors, bear interest at the rate of six percent (6%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (to the same extent, including a foreclosure sale and deficiency decree, and subject to the same procedures as may then be applicable to mortgages, deeds of trust or other liens upon real property under the laws of the State of Alabama), in either of which events, interest, costs and reasonable attorneys' fees shall be added to the amount of each assessment. No Owner may waive or otherwise escape liability for the assessments herein provided for by nonuse of the Common Areas or Community Facilities or abandonment of his Lot or Dwelling.

Section 2. Acceleration of Installments. Upon default in the payment of any one or more monthly or other installments of any assessment levied pursuant to this Declaration, or any other installment thereof, the entire balance of said assessment may be accelerated at the option of the Board of Directors and be declared due and payable in full.

Section 3. Subordination Provision. The lien of the assessments provided for in this Declaration shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 4. Additional Default. Any recorded first mortgage secured on any Lot shall provide that any default by the mortgagor in the payment of any assessment levied pursuant to this Declaration, or any installment thereof, shall likewise be a default in such mortgage (or the indebtedness secured thereby) but failure to include such a provision in any such mortgage shall not affect the validity or priority thereof and the protection extended to the holder of such mortgage (or the indebtedness secured thereby) by reason of Section 3 of this Article shall not be altered, modified, or diminished by reason of such failure.

ARTICLE VIII

Section 1. Improvements and Alterations. The Developer has selected seven (7) exterior schematic diagrams, also known as "footprints". A copy of said footprints shall be maintained at the office of the Developer and of the Association. The exterior of all units constructed in Fox Ridge, whether original

or placement construction, shall conform substantially to one of these six footprints. Except for original construction by the Developer, and except for purposes of proper maintenance and repairs, or as otherwise in this Declaration provided, no building, fence, wall or other improvements or structure shall be commenced, erected, placed, moved or maintained upon The Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the complete plans and specifications showing the precise and exact nature, kind, shape, height, setback, materials, color and location of the same (including, without limitation, any other information specified by the Board of Directors or the Architectural Control Committee) shall have been submitted (in duplicate) to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography and conformity with the design concept for the community known as "Fox Ridge", by the Board of Directors of the Association, or by an Architectural Control Committee composed of at least three (3) members appointed by the Board of Directors.

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Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) or more natural persons designated from time to time by the Board of Directors of the Association and such persons shall serve at the pleasure of the Board of Directors. In the event the Board of Directors fails to appoint an Architectural Control Committee, then the Board of Directors shall constitute the Committee. The affirmative vote of a majority of the members of the Architectural Control Committee shall be required in order to adopt or promulgate any rule or regulation, or to make any finding, determination ruling or order, or to issue any permit, consent, authorization, approval or the like pursuant to the authority contained in this Declaration.

Section 3. Approvals, etc. Upon approval the Architectural Control Committee of any plans and specifications submitted

pursuant to the provisions of this Declaration, a copy of such plan and specifications, as approved, shall be deposited among the permanent records of such Committee and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. In the event the Architectural Control Committee fails to approve or disapprove any plans and specifications which may be submitted to it within 30 days after such plans and specifications (and all other material and information required by the Architectural Control Committee) have been submitted to it in writing, then approval will not be required and this Article will be deemed to have been fully complied with.

Section 4. Limitations. Construction or alterations in accord with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this Article shall be commenced within six (6) months following the date upon which the same are approved by the Architectural Control Committee (whether by affirmative action or by forbearance from action, as in Section 3 of this Article provided), and shall be substantially completed within twelve (12) months' following the date of commencement, or within such longer period as the Architectural Control Committee shall specify in its approval. In the event construction is not commenced within the period aforesaid, then approval of the plans and specifications by the Architectural Control Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. There shall be no deviations from plans and specifications approved by the Architectural Control Committee without the prior consent in writing of the Architectural Control Committee. Approval for use on any Lot of any particular plans and specifications or design shall not be construed as a waiver of the right of the Architectural Control Committee to disapprove such plans and specifications, or any elements or features thereof, in the

event such plans and specifications are subsequently submitted for use upon any other Lot or Lots.

Section 5. Certificate of Compliance. Upon the completion of the construction or alteration of any building, fence, wall, alteration or other improvements or structure in accordance with plans and specifications approved by the Architectural Control Committee in accordance with the provisions of this Article, the Architectural Control Committee shall, at the request of the Owner thereof, issue a certificate of compliance which shall be prima facie evidence that the building, fence, wall or other improvements or structure referenced in such certificate have been approved by the Architectural Control Committee and constructed or installed in full compliance with the provisions of this Article and with such other provisions and requirements of this Declaration as may be applicable.

Section 6. Rules and Regulations, etc. The Architectural Control Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted for approval and may publish such statements of policy, standards, guidelines and/or establish such criteria relative to architectural styles or details, or other matters, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provisions or requirement of this Declaration. The Architectural Control Committee may charge and collect a reasonable fee for the examination of any plans and specifications submitted for approval pursuant to the provisions of this Article. The decisions of the Architectural Control Committee shall be final except that any Owner who is aggrieved by any action of forbearance from action by the Architectural Control Committee may appeal the decision of the Architectural Control Committee to the Board of Directors of the Association and, upon the request of such Owner, shall be entitled to a hearing before the Board of Directors.

of Tuscaloosa, Alabama, and except for the activities of the Developer during original construction, the Declarant does hereby establish and place upon the lots in Fox Ridge the following restrictions:

(a) In order to further enhance the future property values of Fox Ridge, the Developer will color coordinate certain exterior materials on the dwellings, as they are built. As these products need replacing, repairing or repainting, the original colors and type materials must be used or colors and materials as near the original as possible may be substituted providing the original is not readily available. Exterior trim shall be white or as originally installed. Siding and roofing colors and design shall remain as similar as possible to the original. Painted and unpainted fences connecting the dwellings shall remain the same type and color as the original.

(b) All buildings erected shall conform to the building set back lines for front, rear and side yards and the public utility easements where established on the recorded plat.

(c) No lot or lots shall be subdivided (i) except as such may become necessary in order to correct minor changes resulting from errors of survey in the platting of the subdivision or (ii) unless the lot or lots resulting from such subdivision shall have a minimum of not less than that allowed by any governmental bodies. In either of the events described in this section, the Developer may subdivide or resubdivide lots without the consent of any other lot owners.

(d) No trailer, garage, carport, garage apartment, barn, tent, shack or other buildings in the subdivision shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No garage shall be enclosed or otherwise converted to living space.

(e) No noxious or offensive trade or activity shall be carried on upon any lot; nor shall anything be done thereon

Section 7. Enforcement - Right to Correct Violations. In the event any building, fence, wall, alteration, or other improvements or structure shall be commenced, erected, placed, moved or maintained upon any Lot, otherwise than in accordance with the provisions and requirements of this Article, then the same shall be considered to have been undertaken in violation of this Article and without the approval of the Architectural Control Committee required herein, and, upon written notice from the Architectural Control Committee, such building, fence, wall or other structure or improvements shall be promptly removed. In the event the same is not removed, or the violation is not otherwise terminated, within fifteen (15) days after notice of such violation is delivered to the Owner of the Lot upon which such violation exists, then the Association shall have the right, through its agents and employees, (but only after a resolution by the Board of Directors or the Architectural Control Committee) enter upon such Lot and to take such steps as may be necessary to remove or otherwise terminate such violation and the cost there shall be assessed against the Lot upon which such violation occurred and, when so assessed, a statement for the amount thereof shall be rendered to the Owner of said Lot at which time the assessment shall become due and payable and a continuing lien upon such Lot, and a binding personal obligation of the Owner of such Lot, in all respects (and subject to the same limitations) as provided in Article V of this Declaration. The Association shall have the further right, through its agents, employees or committees, to enter upon and inspect any Lot at any reasonable time for the purpose of ascertaining whether any violation of the provisions of this Article, or any of the other provisions or requirements of this Declaration, exist on such Lot; and neither the Association nor any such agent or employee shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

ARTICLE IX

Section 1. Restrictions. In addition to the restrictions imposed under and by all existing zoning ordinances of the City

which may be or become an annoyance or a nuisance to the neighborhood.

(f) The Owners will not park or permit others to park large vehicles or vehicles and trailers which total over eight (8) feet in height or longer than twenty (20) feet on a permanent or regularly reoccurring basis in the drives, front yards, the street or alley. The vehicles referred to by this section include but are not limited to semi trucks, large vacation vehicles, two-ton or larger trucks, boat trailers and so forth.

(g) The front yard areas shall be kept neat and clean. All trash containers, junk, immobilized autos, bicycles, and any other items when not in use must be stored in the side or back yard and out of view from the street. No basketball goals or other permanent sporting equipment structures shall be constructed in the front yard.

(h) Side yard trellises shall not have solid roofs over them unless permitted by zoning ordinances.

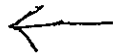
(i) All buildings erected shall conform to the rules and regulations as established by the zoning ordinances.

(j) The groundfloor area for a one story residence shall be 1300 square feet or more. The groundfloor area for a one and one-half or two story residence shall be 900 square feet or more.

(k) No skylight, vent stack, chimney or other pipe shall be allowed to protrude through the roof on the front of any building, unless (i) the location of a kitchen or bathroom on the front of the house makes such vent stacks a necessity, or (ii) the location of a living room or great room makes such a chimney a necessity, in which event said vent stack(s) or chimney shall be painted or otherwise treated so as to blend as much as possible into the roof line of the building.

(l) Fences or walls erected at the rear yards shall not be higher than eight (8) feet. No fences or walls shall be permitted in the front yards except such fences or walls used

for decorative or ornamental purposes installed by the Developer. Except fences erected to temporarily offer privacy pending construction of a neighboring residence, any fence connecting homes which were originally erected by the Developer for side yard privacy from the street shall not be removed, destroyed or materially altered and shall be maintained in good condition and repair by the owner. Fences and/or gates, and the hardware for mounting same, may be mounted on the zero setback line wall of a dwelling to serve an adjoining dwelling. Fences must be constructed to permit reasonable access to utilities, or they must have gates to allow access. Fencing added after initial construction of a home must conform to the same style as that of the connecting fences at the time of construction.



Where a fence divides adjoining lots, said fence shall be erected on, or as near as practically possible to, the property line dividing the adjoining lots. Without regard to which lot or lots such fence is located upon, such fence shall be owned jointly by the owners of the lot(s) on either side of the fence, who shall jointly be responsible for its maintenance.

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(m) The dwelling on each lot will be built by the Developer within twelve (12) inches of the side boundary lines, which boundary line shall be known as the zero setback line. A Sideyard Easement shall serve each dwelling. The Sideyard Easement shall be on the adjoining lot and immediately adjoining the lot along the zero setback line. The Sideyard Easement shall be five-foot wide and shall extend the length of the zero setback line. Further, there will be a minimum of four (4) feet separation between residence buildings.

The four (4) foot Sideyard Easement serving a dwelling shall be known as the Dominant Estate. The lot across which the four (4) foot Sideyard Easement lies shall be known as the Servient Estate.

The Sideyard Easement shall be used for maintenance and repair purposes by the Owner of the Dominant Estate, and may be used to supply utilities to the holder of the Dominant Estate,

and neither the whole or any part thereof shall be sold, mortgaged, leased, rented or otherwise granted and conveyed separate and apart from the Dominant Estate.

The Owner of the Dominant Estate shall not:

(i) permit eaves, gutters or overhangs of the dwelling to extend more than sixteen inches over the Sideyard Easement;

(ii) suffer or permit any waste upon the Sideyard Easement;

(iii) undertake any use of or affix any object, other than utility facilities, to any wall, fence or other structure on the Servient Estate which abuts, adjoins or crosses the Sideyard Easement;

(iv) undertake any grading that would tend to prevent proper drainage of the Sideyard Easement, or to promote soil erosion or to undermine support for the foundation of any wall, fence or other structure on the Servient Easement which abuts or adjoins the Sideyard Easement;

(v) place or permit the accumulation of any soil or fill material against any wall, fence or other structure on the Servient Easement which abuts, adjoins or crosses the Sideyard Easement to a height which exceeds original grade;

(vi) cause, suffer or permit any damage to any utility lines located within the Sideyard Easement or interrupt or interfere with the maintenance and repair thereof;

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(vii) construct, erect or install any structure upon, across, over, under or within the Sideyard Easement or undertake any grading or fill or any other activity upon the Sideyard Easement which is in violation or which would result in a violation of any applicable governmental statute, ordinance, rule or regulation.

There shall be reserved to the Owner of the Dominant Estate with the respect to the Sideyard Easement the right to:

(i) cause or permit the foundations of the dwelling constructed upon the Dominant Estate to extend under the Sideyard Easement (below finish grade) and to cause or permit the eaves and gutters, if any of the dwelling constructed on the

Dominant Estate to extend over the Sideyard Easement at heights no less than as such as eaves and gutters are originally constructed; and extensions no greater than 16"; provided that no such gutters shall be permitted which cause or lead to excess water runoff and drainage upon the Sideyard Easement that results in erosion of the surface thereof;

(ii) cause or permit the electrical service for the dwelling constructed upon the Dominant Estate to extend over the Sideyard Easement;

(iii) enter upon the Sideyard Easement at reasonable times and under reasonable circumstances for the purpose of constructing, reconstructing, maintaining and repairing any connecting fence, wall or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(iv) permit reasonable drainage of water from the Dominant Estate over, upon and across the Sideyard Easement whether on the surface or through underground drainage system(s);

(v) in exercising the right of entry upon the Sideyard Easement as provided for above, the Owner of the Dominant Estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided, however, the Owner of the Dominant Estate shall not be responsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes and shall not be liable for damage to structures if they are built upon the easement so as to unreasonably interfere with repairs, maintenance or reconstruction of the wall, fence or the dwelling on the lot having the Dominant Estate.

The Owner of the Servient Estate may use the Sideyard Easement for the purposes of planting, landscaping, installation and use of general landscape type structures, including such structures as benches, ponds, walks, patios, decks, fences or trellises, general recreation, access, drainage and other visual, aesthetic and recreational purposes and it shall be

maintained by the Owner of the Servient Estate. The Owner of the Servient Estate further shall maintain the landscaping on any land lying between the Dominant Estate's building foundation and their mutual property line.

The Owner of the Servient Estate shall not:

(i) place any structures on the Sideyard Easement in such a manner or such a location that the structure would unreasonably interfere with repair, maintenance or reconstruction of any wall fence or the dwelling on the lot having the Dominant Estate. If the structure does interfere, the Owner of the Dominant Estate will not be liable for any damage to a structure which is done in the course of repair, maintenance or reconstruction work done by the Dominant Estate;

(ii) permit trees, shrubbery or other vegetation to grow on the Sideyard Easement which would cause damage to or interfere with the maintenance and repair of any wall, fence or the dwelling on the Dominant Estate;

(iii) cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall of the residence on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(iv) suffer or permit upon the Sideyard Easement any activities by household pets or other animals which would tend to cause damage to or undermine support for any wall, fence or other structure on the Dominant Estate which abuts, adjoins or crosses the Sideyard Easement;

(v) cause or permit to exist any open, uncontained fire on the Sideyard Easement;

(vi) construct, erect or install any structure upon, across over, under or within the Sideyard Easement or undertake any grading or fill or any other activity upon the Sideyard Easement which is in violation or which would result in a violation of any applicable governmental statute, ordinance, rule or regulation.

The Owner of the Dominant Estate shall not construct,

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install or otherwise cause to be made any door, window, duct, vent or aperture of any kind in the residence on the Dominant Estate which abuts or adjoins the Sideyard Easement.

In the event of any dispute arising concerning the rights and obligations created by this Section, the Owner of the Servient Estate and the Owner of the Dominant Estate shall each choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be binding upon such Owners.

(n) In the event a dwelling is destroyed or moved or for any other reason, does not provide a privacy wall along its zero lot line, the Owner of that lot shall construct a six (6) foot high solid fence of the same style as the front fence connecting the homes along the zero lot line where the dwelling wall was formerly located, within seven (7) days.

(o) Fencing, structures erected, and/or grading by Owners must allow the original direction or flow of the community drainage.

(p) Fox Ridge entrance signs will remain until the Developer or its successors removes them.

(q) All driveways shall have a permanent constructed surface.

(r) No signs may be placed on any lot or dwelling, other than not more than two (2) signs advertising a dwelling for sale or lease, which signs may not exceed eighteen (18) inches tall by twenty-four (24) inches wide.

(s) No satellite dish or other television or radio antenna of any kind shall be erected on any lot or on any residence. Such devices are completely prohibited in Fox Ridge.

(t) From time to time the Owners of lots may elect, by majority vote of the Owners owning a majority of the lots, to change the provisions of this article which are not in conflict with or required by the ordinances of the City of Tuscaloosa, including changes relating to color and style of units.

Section 7. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of inspecting, removing or correcting any violations or breach of any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein as a prohibited use or nuisance, and no such entry or inspection shall be considered a trespass or otherwise be considered a wrongful act, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by the Architectural Control Committee.

ARTICLE X

Section 1. Residential Use. All lots shall be used for private, single-family residential purposes exclusively. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling.

Section 2. Context. Nothing contained in this Article, or elsewhere in this Declaration, shall be construed to prohibit the Developer from the use of any Lot or Dwelling for promotional or display purposes, or as "model houses" or the like.

Section 3. Leasing. No Dwelling situated upon The Property shall be leased for transient or hotel purposes or in any event for a period less than nine (9) months. No portion of any Dwelling (other than the entire Dwelling) shall be leased for any period. Any Owner of any Dwelling who shall lease such Dwelling shall, promptly following the execution of such lease, forward a conformed copy thereof to the Board of Directors and the Management Agent. Any such lease shall contain a provision to the effect that the rights of the tenant to use and occupy the Dwelling shall be subject and subordinate in all respects to

the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and to such rules and regulations relating to the use and occupancy of the Dwelling and/or to the use of the Common Areas or Community Facilities or other "house rules" as the Board of Directors may from time to time promulgate. The provisions of this Section 3 shall not apply to any institutional mortgagee of any Lot or Dwelling who comes into possession of such Lot or Dwelling as a result of a foreclosure sale or other judicial sale or as a result of any other proceeding in lieu of such foreclosure.

ARTICLE XI

Section 1. Zoning. The provisions of this Declaration shall not be construed to permit any action or use which is prohibited by the Zoning Ordinances of the City of Tuscaloosa, Alabama, or by any other applicable law, rule or regulation of any governmental authority and, in the event of any conflict between any of the provisions of this Declaration and such Zoning Ordinances or any such law, rule or regulation, then the most restrictive of such provisions shall control.

ARTICLE XII

Section 1. Duration. Except where permanent easement or other permanent rights or interests are hereby created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Declarant or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date of recordation of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of seventy-five percent (75%) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded in advance of the effective date of such

change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Areas herein created. No change of circumstances or conditions shall operate to amend any of the provisions of this Declaration, which may be amended only in the manner hereinabove provided for. None of the provisions of this Declaration shall be construed as a condition subsequent or as creating a possibility of reverter.

Section 2. Incorporation by Reference on Resale. In the event any Owner sells or otherwise transfers his Lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who is member or Owner on the records of the Association at the time of such mailing.

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Section 4. Enforcement. These covenants and restrictions may be enforced by the Association, or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land or any lot to enforce any lien created by these covenants; and the failure of forbearance by the Association, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied

by action at law or by recovery of damages. The remedies provided for in this Declaration shall be cumulative and not exclusive.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any Common Areas or Community Facilities by any public or municipal agency, authority or utility; provided, however, that the Association shall not be dissolved, nor shall it dispose of the Common Areas or Community Facilities, by sale or otherwise, without first offering to dedicate same to the public.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. Captions and Gender. The captions of this Declaration are intended for convenience only and shall not alter, enlarge, modify or otherwise affect the provisions hereof. Wherever the context so requires, all references to the singular shall include the plural and all references to the masculine gender shall include the feminine and, in both instances, vice versa.

Section 8. Definition. Whenever in this Declaration any action is required to be taken by a specified percentage of "each class of the then members" of the Association, then such action shall be required to be taken separately by the specified percentage of the then Class A members of the Association and the specified percentage of the then Class B members of the Association. Whenever in this Declaration any action is required to be taken by a specified percentage of "both classes" of the then members of the Association or by a specified Percentage of the "then members" of the Association, then such action shall be required to be taken by the specified percentage of the then cumulative membership of the Association.

IN WITNESS WHEREOF, the said FOX RIDGE, INC., an Alabama corporation, has on the 2nd day of March, 1989, caused these presents to be executed by James C. Hamner, Jr. attested by James J. Sledge, its Secretary, and its corporate seal to be hereunto affixed.

ATTEST: FOX RIDGE, INC.

BY: J. J. Sledge Its Secretary BY: James C. Hamner, Jr. Its President

THE STATE OF ALABAMA
COUNTY OF TUSCALOOSA

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that James C. Hamner, Jr., whose name as President of FOX RIDGE, INC., a 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 said 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 and official seal, this the 2nd day of March, 1989.

Janella A. Bilbeisi (Mackey)
NOTARY PUBLIC

My Commission Expires:

10/25/89

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TUSCALOOSA, ALA.

THIS INSTRUMENT WAS PREPARED BY:

ROSEN, HARWOOD, COOK & SLEDGE, P. A.
1020 Lurleen Wallace Blvd., North
P. O. Box 2727
Tuscaloosa, AL 35403
(205) 345-5440

EXHIBIT "A"

PROPERTY SUBJECT TO DECLARATION:

All of the lots and open space of the subdivision known as Fox Ridge Phase One, which encompasses the following described area:

A parcel of land located in the E½ of the NE¼ of Section 15, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, containing 13.38 acres, and being more particularly described as follows:

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Start at an iron pipe accepted to mark the Northeast Corner of said Section 15 and run in a westerly direction and along the north boundary of said Section 15 for a distance of 24.25 feet to a point, said point being the intersection of the west right-of-way margin of 18th Avenue North, a 60 foot right-of-way, and the north boundary of said Section 15; thence with a deflection angle of 92°40'14" to the left, run in a southerly direction and along the west right-of-way margin of said 18th Avenue North for a distance of 930.56 feet to PT Station 14+69.16 of a curve being concave to the west having a delta of 2°12'28" and a radius of 12,251.58 feet; thence with a deflection angle of 0°07'27" to the right continue along said right-of-way margin for a chord distance of 43.8 feet to the POINT OF BEGINNING; thence with a deflection angle of 93°11'00" to the right, run in a westerly direction for a distance of 603.32 feet to a point; thence with a deflection angle of 86°46'15" to the right run in a northerly direction for a distance of 100.0 feet to a point; thence with a deflection angle of 90°00'00" to the left run in a westerly direction for a distance of 680.32 feet to a point, said point lying on the accepted west boundary of the E½ of the NE¼; thence with a deflection angle of 90°31'54" to the left run in a southerly direction and along said west boundary for a distance of 578.35 feet to a point, said point lying on a traverse line, the property line and the centerline of Snow's Mill Creek, lying 20.0 feet south of said traverse line, the following calls are along said traverse line; thence deflection angle of 75°13' to the left, 105.7 feet; thence deflection angle of 4°06' to the left, 132.7 feet; thence deflection angle 38°53' to the right, 48.0; thence departing said traverse line with a deflection angle of 49°55' to the left, run in an easterly direction for a distance of 108.79 feet to a point; thence deflection angle of 68°26' to the left, run in a northerly direction for a distance of 223.67 feet to a point; thence deflection angle of 68°29' to the right, run in an easterly direction for a distance of 344.0 feet to a point; thence with a deflection angle of 3°18'32" to the right, run in an easterly direction for a distance of 476.42 feet to a point, said point lying on the west right-of-way margin of said 18th Avenue North; thence deflection angle of 91°31'36" to the left, run in a northerly direction and along said curving right-of-way of 18th Avenue North for a chord distance of 334.01 feet to the POINT OF BEGINNING, forming an interior angle of closure of 92°19'43".

Fox Ridge Phase One is to be platted in a series of "sections", the first being known as Fox Ridge Section One, a map or plat of which is recorded in Plat Book 18, at Page 222 in the Probate Office of Tuscaloosa County, Alabama, reference to which is hereby made in aid of and as a part of this description. Subsequent sections of Fox Ridge Phase One shall automatically be subject to these Covenants and Restrictions, without the need for further amendments hereto.

EXHIBIT "B"

LANDS SUBJECT TO RESERVATION OF RIGHT OF MERGER AND ANNEXATION
PURSUANT TO ARTICLE III:

A parcel of land located in the E½ of the NE¼ of Section 15, Township 21 South, Range 10 West, Tuscaloosa County, Alabama, containing 11.12 acres, and being more particularly described as follows:

Start at an iron pipe accepted to mark the Northeast Corner of Section 15 and run in a westerly direction and along the north boundary of said Section 15 for a distance of 24.25 feet to a point, said point being the intersection of the north boundary of said Section 15 and the west right-of-way margin of 18th Avenue North, a 60 foot right-of-way; thence with a deflection angle of 92°40'14" to the left, run in a southerly direction and along the west boundary of said 18th Avenue North for a distance of 930.56 feet to a point, said point being PT Station 14+69.16 of a curve having a delta of 2°12'28" and a radius of 12,251.58 feet; thence with a deflection angle of 0°07'27" to the right, continue in a southerly direction and along said right-of-way for a chord distance of 43.8 feet to a point; thence with a deflection angle of 93°11' to the right, run in a westerly direction for a distance of 603.32 feet to a point; thence with a deflection angle of 86°46'15" to the right, run in a northerly direction for a distance of 100.0 feet to the POINT OF BEGINNING; thence with a deflection angle of 90°00' to the left, run in a westerly direction for a distance of 680.32 feet to a point, said point lying on the accepted west boundary of the E½ of the NE¼; thence with a deflection angle of 89°28'06" to the right, run in a northerly direction for a distance of 262.75 feet to a point, said point lying on a traverse line, the property line and the centerline of Snow Mill's Creek, lying 20.0 feet north of said traverse line, the following calls are along said traverse line; thence with a deflection angle of 26°56' to the right, 78.1 feet; thence deflection angle of 30°56' to the right, 99.5 feet; thence deflection angle of 20°47' to the left, 115.0 feet; thence deflection angle of 0°37' to the right, 112.0 feet; thence deflection angle of 12°44' to the left, 73.0 feet; thence deflection angle of 1°55' to the left, 185.3 feet; thence deflection angle of 15°49' to the left, 86.2 feet to a point, said point being the intersection of said traverse line and the accepted north boundary of said Section 15; thence departing said traverse line with a deflection angle of 86°27' to the right, run in an easterly direction and along the accepted north boundary of Section 15 for a distance of 347.5 feet to a point; thence with a deflection angle of 85°52' to the right, run in a southerly direction for a distance of 725.40 feet to a point; thence with a deflection angle of 93°35'16" to the right, run in a westerly direction for a distance of 29.78 feet to a point; thence deflection angle of 93°39'02" to the left, run in a southerly direction for a distance of 148.99 feet to the POINT OF BEGINNING, forming an interior angle of closure of 90°00'00".

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ARTICLES OF INCORPORATION

FOX RIDGE HOMEOWNERS ASSOCIATION