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The Fairways Homeowners Association, Inc.
Declaration of Protective Covenants


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In the event these covenants conflict with the Protective Covenants, By-laws, and Articles of Incorporation of The Riverchase Residential Association, Inc. the more restrictive of the conflicting provision or provisions shall control. In order to enhance and protect the value, attractiveness and desirability of the Property, and the health, safety and security of the owners, the property that is part of The Fairways shall be subject to the following covenants, restrictions, liens, and charges:

Land Use. The Real Estate shall be used exclusively for residential purposes. No building shall be constructed, placed or permitted to remain on any Lot other than one single-family dwelling not more than two and one-half stories in height (excluding any subterranean basement). No part of the Property shall be used or caused to be used in any way, directly or indirectly, for any business, commercial, manufacturing, warehousing or other such non-residential purpose.

Leasing of Units. Leasing of units is discouraged as owner/occupants usually take more interest in the long-term welfare of their residences/neighborhoods. No more than 5% (or three) of the residences in the Fairways may be leased at any one time. The lessor is required to provide advance notice to the Fairways' management company to ensure the maximum number of leased units within the development is not exceeded. The number of unrelated residents occupying a leased residence is limited to three. Otherwise, no more than one family consisting of a maximum of five persons may occupy leased residences. It is the responsibility of the lessor/owner of the residence to ensure his/her lessee is aware of and adheres to all By-laws and Protective Covenants of the Fairways. Accordingly, all communication with either the Fairways Board of Directors or its management company will be with the unit owner and not the lessee.

Architectural Guidelines/Maintenance/Exterior Appearance. All Fairways residences and landscaping were designed to blend harmoniously with each other. Prior to making any changes to the exterior of any unit at The Fairways (including architectural or landscaping), a written request must be submitted to the The Fairways Board of Directors who will then forward it to the Riverchase Residential Association. Changes can be made only when written approval is secured from the Fairways Board of Directors. Additions or changes to any unit must stay within the original footprint of the unit. Changes may include, but are not limited to: Modification of the structure by adding a room or rooms; Changing the rooflines; Adding or modifying decks/patios; Changing or altering the color; Making other alterations in the exterior appearance of the structure; or, changing the landscaping on the property without prior approval. Each owner, in acquiring title to their respective unit acknowledges that the décor, color scheme, and design have been selected in such a manner to be consistent and harmonious with other townhouses within the property and agrees to maintain their property and home in such a manner as to maintain and perpetuate the visual harmony with The Fairways development.

Remedy for Poor Maintenance/Unapproved Changes. Owners are required to maintain the exterior of their dwelling as needed. In the event an owner of any unit in

the Fairways development shall fail to maintain their property, or cause unapproved changes to the exterior of the property, the Board of Directors, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right through its agents to enter upon said parcel and repair, maintain, and restore the unit and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such unit is subject.

Paint/Building Maintenance. All units are to be painted and/or pressure washed as needed. The only colors that can be used on the exterior are (1) Siding: Ivory Cream – the paint formula is available from any member of the Board of Directors. (2) Doors and shutters: Tavern Green – formula is also available from any member of the Board of Directors. (3) The roof color must be the same as the original color; specific color/information on roofs is available from the Board of Directors.

Landscaping. Changing landscaping visible from the street without the express written approval of the Board of Directors is prohibited. Only pine straw, natural colored bark or nuggets or shredded pine bark is permitted in rear yards for shrubbery beds and natural areas. Board approval is required if other material is needed/required to address a problem with water drainage. Dead shrubbery, grass, and trees shall be replaced in a timely manner. Owners are responsible for maintaining a neat outside appearance consistent with good property management. Vegetable plants and trellises shall not be visible from the street in front of each unit.

Trees. Other than for purposes of removing a diseased, damaged, dead or dangerous tree, no tree with a diameter of 4 inches or more shall be cut, removed or destroyed unless the Riverchase Residential Association, Inc. approves such action.

Replacement. Dead shrubby, grass, and trees shall be replaced at the expense of the owner. An approved list of shrubbery/plants is available from the Board of Directors.

Fences. No fence, hedge, wall or other obstruction shall be constructed or maintained on any lot.

Deck covers/replacements. The Board of Directors must approve the addition of any permanent or temporary deck cover. All building material used in the addition of any unit must match the existing material used in the original construction of the unit.

Replacement of windows/garage doors. The replacement of windows/garage doors must conform to the design of the original doors. The Board of Directors can provide the name of vendors to replace windows/garage doors if needed.

Temporary Structures. No out-building, tent, shack or shed or any kind shall be placed upon any portion of the property, including decks, either temporarily or permanently. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence on the property either temporarily or permanently. All fire wood storage must be behind residence, not in view of golf course on golf course lots. No basketball goals, swing sets, or any outdoor play equipment are permitted.

Antennas/Satellite Dishes. Any apparatus used for TV reception must be placed on the back of the unit, hidden from view of the front of the unit and must not be in the view from inside neighbors' homes.

Outdoor Statuary. Only two (2) pieces of statuary (pots, containers, etc.) shall be visible from the street in front of each unit. The containers, statues, are not to exceed 2 feet in height.

Holiday Decorations. Holiday decorations should be placed and removed in a timely manner relative to the date of the holiday. Considering the harmonious nature of homes and landscaping, limited outside decoration is desired. Greenery and bow may be used to decorate lampposts at Christmas. Miniature white lights may be used on porch railings. Wreaths may be placed on doors and windows. Ground lighting illuminating houses is acceptable during the holiday season. Other Christmas decorations viewed from the exterior can only be placed inside of windows, on decks or patios, and porches. No yard decorations are allowed. No lights may be strung across rooftops, hung from eaves, or used to outline windows and doors. It is expected Christmas décor will be removed within two weeks following the holiday.

Banners/Flags. Large banners and rooftop decorations are not permitted. The display of the U.S. flag is permitted at any time provided that the rules for proper and respectful display of a U.S. flag are followed.

Lampposts. The lamppost in front of each unit is to be kept painted black and burned-out bulbs are to be replaced promptly with the type bulb specified by the Association.

Garbage and Refuse Disposal. Garbage and recycle containers/bags shall be stored out of public view. Whenever possible, containers/bags should not be put out until after dusk prior to pick-up days. Containers must be tightly closed when placed outside for pickup. No portion of the property shall be used or maintained as dumping ground for waste, rubbish, or garbage. All such refuse stored or kept on the property must be placed in sanitary container, and no noxious or foul odor shall be permitted to emanate from garbage containers.

Back Yards. The back yard of each unit may be maintained in a more casual manner as relates to landscaping. Any architectural or landscaping changes must have prior approved by the Board of Directors.

Signs. Real estate signs must adhere to the guidelines approved and enforced by The Riverchase Residential Association. Copies of the guidelines may be obtained by calling the office of the Riverchase Residential Association. Garage sale signs may be located in an owner's yard on the day of the sale. The owner, at the conclusion of the sale, shall remove all signs. Only one (1) security system sign shall be permitted per unit. It shall be located in a shrubbery bed near the front door, and shall be mounted near ground level. Small stickers may be placed on windows at the owner's discretion so long as they do not detract from the overall visual harmony of the townhome.

Political signs are prohibited. Should an owner desire to display a political sign, it is suggested that such sign **be placed inside of a front window, and then removed in a timely manner.** Tradesmen signs are prohibited by the Riverchase Residential Association.

Front entrance. No storm doors are allowed on the front of residences. Brass-colored kick plates are to be on the bottom of each door and are to be cleaned/replaced as needed. Light fixture mounted on the side of front entrance doors should be identical

or closely match the original fixture. Units with wrought iron railings should be kept painted black and in good repair. Security peepholes can be installed. Units with side glass panels cannot change the color of the glass but frosted glass panels are permitted.

Parking/Parking Areas/Driveways. Chestnut Oaks Drive and Chestnut Oaks Circle, from curb to curb, is a public street maintained by the City of Hoover. As a matter of safety, on street parking by residents and visitors is restricted to areas that do not, at any time of day or night, impede the ingress and egress of emergency vehicles. Overnight on street parking of owner's vehicles is prohibited except under unusual circumstances, such as construction activities. Owner's vehicles shall not be parked on Chestnut Oaks Drive or Chestnut Oaks Circle (this includes cul-de-sacs) for longer than 24 hours at a time. (Note: Due to the space required for emergency vehicles to turn around, all cul-de-sacs are to be kept clear.) Units without basement garages have designated parking spaces in front of their units and are for the sole use of the homeowner. Parking in these designated parking spaces is prohibited without permission of the homeowner. Owners who continue to violate the parking restrictions will receive a written notice; a second complaint will result in the Hoover Police being notified of the parking violation. Exterior parking/storage of commercial vehicles, ATVs, recreational vehicles of all types, boats, trailers, motorcycles, and inoperable vehicles is strictly prohibited.

Miscellaneous. Owners/residents of The Fairways are asked to be respectful of their neighbors; due to the nature of town homes, the close proximities makes common courtesies imperative. There are no common areas in The Fairways development, all property is owned by individual homeowners. When you walk on the property other than your own, we ask that you be mindful that the property belongs to someone in the development.

Animals. Dogs must be walked on a leash and walked away from the lawns and sidewalks of the Fairways property. All fecal matter should be promptly removed, placed in a plastic bag and disposed of properly. The property behind the units, at the entrance, cul-de-sacs, and mailbox area is private property and animals should not be walked on property of other owners without permission. Only ordinary household pets (e.g. dogs, cats, fish, and birds) may be kept on the property, provided that such animals are not kept, bred, or maintained for commercial purposes or in unreasonable numbers and except provided that such animals are not nuisances to other property owners. No animal shall be chained, staked out or left unattended outside any townhome. Dogs and cats are not allowed outside without a leash pursuant to the City of Hoover Leash Law.

Nuisances. No noxious or offensive activity on the property. No loud noises or noxious odors shall be emitted or permitted on the property.

Legal. The Association, Inc. is a not-for-profit Alabama Corporation described in the Association Articles and Incorporation and By-laws. Each owner of a unit shall be a member of the Association. The Board of Directors, as elected by the Association shall have, among other rights and powers, the right to pass rules and regulations

governing the use, management, and maintenance of the development. It shall have the power to assess its members.

Damage or Destruction. In the event of damage or destruction to any structure within the Property, the respective owner thereof agrees as follows:

1. In the event of total destruction, the unit owner shall begin to clean the lot of debris within sixty (60) days of the destruction, and reconstruction in conformity with the colors, materials, plans, and specifications of the original structure so destroyed, should be completed within six (6) months of the destruction. If the work is not completed within six (6) months, the unit owner must come before the Board of Directors for the situation to be reviewed. Any debris hindering neighbor's access to their property must be cleared within three (3) days.

2. In the case of partial damages or destruction, the owner shall promptly cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure and in conformity with its original painting and décor. The Board of Directors must approve any change or alteration. In no event shall any damaged structure be left un-repaired and un-restored for in excess of sixty (60) days.

3. Each owner shall maintain at all times a termite bond and hazard insurance.

Covenants to Run with the Land. The covenants, restrictions, easements, rights, equitable servitudes, liens and charges set forth herein shall (a) run with the land (the Property); (b) be binding upon any and every person or entity having any right, title or interest in the Property, or any part thereof, and such person's or entity's heirs, executors, administrators, successors and assigns; (c) inure to the benefit of every portion of the Property and every interest therein; (d) inure to the benefit of, and be binding upon, the Owner, its successors in interest, and each grantee from the owner of any interest in the Property and such grantee's successors in interest; and (e) be binding and in effect for a period of twenty-five years from the date this instrument is recorded in the Probate Office of Shelby County, Alabama, after which period said covenants, restrictions, easements, rights, equitable servitudes, liens and charges shall be automatically extended for successive periods of ten years each unless an instrument amending or modifying this instrument, executed by a majority of the then owners of not less than three-fourths of the lots, shall be recorded in the Probate Office of Shelby County, Alabama.

Tommy R. Tucker, President

Tommy R. Tucker

June 8, 2010

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