



SECTION V.  
CONSTRUCTION RULES &  
GUIDELINES



## CONSTRUCTION RULES AND GUIDELINES

**Work Continuity:** Upon Commencement of excavation for construction, the work shall be continuous, weather permitting, until the residence is completed.

**Barricades:** Builder shall provide barricades, fences, and guards as necessary to protect against personal injury and damage to residences and improvements adjacent to the work and to prevent the operation of construction equipment and stockpiling of construction materials within the drip line of existing trees, unnecessary cutting, breaking, skinning and bruising of roots, bark and limbs of any trees or other existing landscaping within the community.

**Concrete Spoils:** The developer and builder shall mutually locate a dumping and cleaning area for concrete suppliers to dump excess concrete and to clean out their trucks. No dumping or washing of trucks on individual lots or streets right-of-way is allowed. ANY DAMAGE TO EXISTING STREET OR IMPROVEMENTS SHALL BE THE LIABILITY OF THE BUILDER. THIS RESOLUTION SHALL BE STRICTLY ENFORCED!

**Construction Hours:** Construction hours shall be from 6:30AM to 6:00PM, Monday through Sunday, except as otherwise provided by the Association.

**Waste Materials:** Builder shall at all times keep the lot free of accumulation of waste materials and rubbish.

**Litter:** Builder shall provide a litter container at each construction site for all litter that can blow free of on-site garbage and trash piles. Builders are required to use silt screening around the construction site to control litter as well as runoff. It is the intention of the developer to be very restrictive with respect to on-site and windblown trash. The builder will be expected to maintain a clean job site characteristic of a first class residential neighborhood.

**Chemical Substances:** Builders shall dispose of the following substances off site in an acceptable manner. THE POURING OR DISCHARGE OF FUEL, PAINT, CONCRETE, OR CHEMICALS ON THE PROPERTY OR IN STORM DRAINS OR SANITARY SEWERS IS PROHIBITED!

**Toilet Facilities:** Prior to commencing any work, builder shall supply and provide for maintenance of adequate chemical toilet facilities for workers at the building site for the duration of the construction on that site in such a manner that the toilets do not constitute a noxious nuisance for current residents.

**Storage of Materials:** All building materials shall be stored only on the buyer's property.

**Construction Traffic:** All Construction vehicles shall enter The Meres As directed by the Association. All builders shall furnish a list and shall register with the Association all contractors, subcontractors and employees who shall require access to community.

**Vehicles and Equipment:** Written approval by the MDR must be obtained before any vehicles and construction equipment can remain in the community at the end of the workday. The MDR may designate certain areas or periods of time for the storage of any such vehicles or equipment.

**Street Maintenance:** the Street must be cleaned of any soil, sand, gravel, oil, fuel, litter, or other materials at the end of each work day.

**Repair of Damage:** Any damage to streets, curbs, sidewalks, streetlights, street signs, mail boxes, walls or other property of the association or any other party during construction shall be the responsibility of the owner or builder who caused such damage and such owner or builder shall repair or pay the cost of repairing such property or returning such items to its original condition prior the such damage.

**Nuisances:** No music from radios, recorders, etc. shall be tolerated during construction.

**Notification:** It shall be the owner's responsibility to notify all of his contractors, subcontractors and suppliers of these restrictions. The owner shall be held accountable for any violation. **FAILURE TO ABIDE BY THESE CONSTRUCTION RULES AND GUIDELINES MAY RESULT IN LOSS OF THE PERSON'S RIGHT TO ENTER THE MERES.**

STATE OF ALABAMA,  
LIMESTONE COUNTY

KNOW ALL MEN BY THESE PRESENTS, that, **Linton L.L.C.**, a **limited liability company organized and existing under the Laws of the State of Alabama**, (herein referred to as grantor) for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to it in hand paid by **B & S Enterprises, L.L.C.**, a limited liability company organized and existing under the Laws of the State of Alabama, (herein referred to as grantee), in said County and State, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, enfeoff, convey and confirm unto the said grantee, its successors and assigns, the following described real estate, lying and being in the County of Limestone and State of Alabama, to-wit:

A tract or parcel of land located in Section 2, Township 3 South, Range 4 West, more particularly described as beginning at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section 2 and run thence South 00 degrees 07 minutes 14 seconds East a distance of 158.96 feet; thence continue South 00 degrees 07 minutes 14 seconds East a distance of 530 feet to the true point of beginning of the tract herein described; thence continue South 00 degrees 07 minutes 14 seconds East 2168.82 feet to the Southwest corner of the Southeast Quarter of the Southwest Quarter of said Section 2; thence South 89 degrees 57 minutes 10 seconds



East 1999.44 feet; thence North 00 degrees 47 minutes 55 seconds West a distance of 2163.89 feet; thence North 89 degrees 57 minutes 10 seconds West a distance of 1975 feet, more or less, to the true point of beginning of the tract herein describe& containing 98.82 acres, more or less.

**THESE RESTRICTIONS SHALL APPLY TO ALL THE LINTON, L.L.C. PROPERTY AUCTIONED MAY 6, 2006, AS WELL AS TO SUBDIVISION THAT MAY BE DONE BY PURCHASERS AT THE SALE OR SUBSEQUENT OWNERS. THE RESTRICTIONS WITH THE LAND SHALL BE ENFORCEABLE AS PROVIDED BY THE LAW. THE RESTRICTIVE COVENANTS ARE AS FOLLOWS:**

All land shall be used for single family residences and/or agricultural purposes only. Agricultural purposes shall be defined as row crop farming, and/or horse and cattle farming, provided, however, that the acreage of any tract so used must be at least three (3) acres in size.

No dwellings shall be constructed, erected or maintained upon said premises having an enclosed, heated & cooled, livable first floor space of less than 1,500 square feet. Unless approved by the MDC.

No buildings shall be erected, altered, placed, or permitted to remain on this real estate other than detached single- family dwellings, together with necessary and customary incidental outbuildings or a private garage, and such shall be constructed, on site, of like materials with finished exterior design and construction in keeping with main dwelling.

No trailers, mobile homes, or structures which have ever been trailers or mobile homes, modular homes or moved in houses shall be constructed, erected, placed or allowed to remain on the premises. Custom- made log houses are permitted.

No commercial activities, including but not limited to chicken houses, swine parlors, garages, repair facilities or other similar activities shall be allowed.

No recreational vehicles, campers, tents, shacks, abandoned vehicles, or any other similar structure or facility may be erected, placed or permitted to remain on said land at any time as a residence or used for storage.

No immobile or inoperable cars, trucks or other vehicles may be stored upon or be allowed to remain upon premises.

Pets such as dogs and cats are allowed, provided the same are not kept for breeding or boarding purposes.

All trash, debris, and other unsightly materials shall be promptly removed daily from the premises during construction or occupancy.

Enforcement shall be by proceedings by law or in equity against any persons violating or attempting to violate any covenant.

*The Meres* OF ATHENS, ALABAMA



Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded after which these said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by three- fourths (3/4) of the then Owners of the land has been recorded, agreeing to change said covenants in whole or in part.

The execution of this deed was authorized at a meeting of the Members of Linton, L.L.C., held on the 13th day of January, 2006, a copy of the minutes of which meeting are appended hereto.

This conveyance is made subject to any and all easements, setback lines, restrictive covenants and zoning ordinances as may be applicable.

TO HAVE AND TO HOLD said premises, with the hereditaments and appurtenances thereunto belonging to said grantee, its successors and assigns, forever.

And grantor covenants with said grantee, its successors and assigns, that it is seized in fee of the above described premises, and has a good right to sell and convey the same, and that the same is free from encumbrance, and that it will warrant and forever defend the title to the same against itself, its successors and assigns, and all other persons claiming the same or any part thereof.

IN WITNESS WHEREOF, B&S Enterprises, L.L.C., a limited liability company organized and existing under the Laws of the State of Alabama, has caused these presents to be executed by its undersigned Authorized Member, who is duly authorized in the premises, this the 6<sup>th</sup> day of June, 2006.

***See the sales office for original, signed and notarized copy of these Construction Rules and Guidelines.***



