

STILLWATERS BUILDING APPLICATION

STILLWATERS RESIDENTIAL ASSOCIATION, INC.
1816 STILLWATERS DR., DADEVILLE, AL 36853
Phone 256-825-2990 Fax 256-825 2991

SEE ATTACHED FEE SCHEDULE

Owner/Applicant

Name(s): _____

StillWaters Address: _____

City _____ State _____ Zip Code _____

Phone (Day) _____ (Night) _____

DATE: _____

Building Site Information

Lot # _____

Subdivision _____

Address _____

ADEM Permit # _____

Septic [] Sewer []

CONTRACTOR INFORMATION

Name _____

Address _____

SUPERVISOR/FOREMAN

Name _____

Phone (Day) _____

Phone (Night) _____

CONSTRUCTION LOAN INFORMATION

Financial Institution _____ Contact Name _____ Phone No _____

PLANNED ACTIVITY: New Home Addition/Alteration Pier or Dock Boathouse Seawall Other

BRIEF DISCRIPTION OF WORK

I certify that I have read and understand the "Amended and Restated Declaration of Restrictions and Protective Covenants for StillWaters", the "Architectural Design Guidelines", and the "Responsibilities of the Owner" documents and will meet the requirements and restrictions as set forth therein. I will be in compliance with the Southern Building Code.

OWNER: _____
Signature required

Date _____

CONTRACTOR: _____
Signature required

Date _____

I certify that I have read and signed the Building Compliance Agreement

OWNER _____
Signature required

Date _____

The scope of review by the Architectural Committee is limited to appearance only and does not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar or dissimilar factors.

*****ARCHITECTURAL COMMITTEE USE ONLY*****

Date Received _____

Date Reviewed _____

REVIEWING MEMBERS: (1) _____ (2) _____

(3) _____ (4) _____

BUILDING PERMIT NUMBER _____ **DATE ISSUED** _____

CERTIFICATION OF UNDERSTANDING

I have read and understand all items in the SWRA Building Application including but not limited to the following items:

- Completion of construction – Article VI
The Architectural Review Committee considers twelve (12) months adequate time to complete the construction project. When all construction is complete, the property owner is to return the StillWaters building permit, at which time, an ARC member or members will inspect the exterior of the project, confirming that all driveways, parking pads, sidewalks, landscaping, and exterior phases of construction are complete and in compliance including repairs to right-of-way and adjacent properties damaged by construction operations. After which, a certificate of occupancy is required from the Tallapoosa County Building Inspector before occupying the residence.
- Trees – Article II, Paragraph C
An ARC member must approve the site-clearing plan before starting the clearing operation.
- Construction Debris – Article III, Paragraph B
A dumpster shall be placed on the jobsite at the start of construction.
- Work days and hours – Paragraph #9
Monday through Saturday; 7AM to 7PM
- Erosion control – Article III, Paragraph E
Erosion control must be in place at the start and during the project. All erosion and sediment control and storm water management measures must comply with the current Alabama Department of Environmental Management (ADEM) regulations and the ADEM permit for the project. All projects must have an ADEM permit prior to construction.
- Access Roads – Article III, Paragraph G
Construction access roads must be covered with aggregate or a material to keep mud from being tracked onto the paved roadway. Roadway must be kept clean at all times. Access road must comply with current ADEM regulations.
- Driveways – Article II, Paragraph E
Must be paved and must be a minimum of 10' in width.
- Planting Plan – Article II, Paragraph F
Landscaping must be complete according to the approved landscaping plan submitted with your application before final ARC approval.
- Utilities – Article II Paragraph F and the check list
All utilities must be placed under ground from the street to the structure.

On any new water service, the property owner is responsible for the cost of the replacement of any pavement that is removed by the Water Authority in order to connect the new water service line to the water main located beneath pavement. The cost per square yard is based on the current paving contract and is due upon receipt of the billing. The water will not be turned on until the fee is paid.

For lots connecting to the central sewer system, the property owner is responsible for contacting Harbor Point Utilities at (256) 825-0600 for coordination and is responsible for any associated costs and/or connection fees.
- Commencement of Assessments for New Condominiums– Page 4 of the Supplemental Declaration of Restrictions and Protective Covenants for StillWaters. November 7, 1995

The obligation to pay any maintenance fee or assessment contemplated under Article VII of the 1987 Declaration shall commence on the first day of the month following: (a) (deals with single family residential use) or (b) as to any other Unsold Parcels, the month in which the dwelling unit to be subject to individual assessment under Article VII (e.g., a condominium unit or town home unit) is legally created and ready for occupancy (fully constructed with all necessary public utilities available).”

Owner: _____ Date: _____

**Building Permits/Impact Fees/Transfer Fees Schedule
Effective June 2020**

Residential/Single Family

Building Permit: \$1000

Impact Fees

3,000 sq ft + \$1000

2,000-3,000 sq ft. \$700

Under 2,000 sq ft \$500

Final Completion Deposit \$3,000 *

Heated & Cooled Additions/Alteration Permit:

Under 1,000 sq ft \$375 or Per 1,000 sq ft \$650

Porch, Deck, Dock, Seawall, Swimming Pool etc \$250

Small Projects (Under \$5,000 total cost) \$50

Additional Projects not listed at the discretion of The ARC and/or The General Manager

New Multifamily Construction such as condos

Building Permit \$3000 per Building,
\$85 per boat dock/slip
\$1.10 per linear foot of seawall

Impact Fees \$1,000/Unit

Final Completion Deposit \$5,000

New Commercial Construction such as hotel or marina

Building Permit: \$2000 per building
\$85 per boat dock/slip
\$1.10 per linear foot of seawall
Other structures, check with ARC

Impact Fee: Enclosed Building \$1.10 sq ft heated & cooled;
\$ 1.75 sq ft

Final Completion Deposit \$5,000

Penalties: All projects started prior to ARC approval or that deviate from the original ARC approval shall be subject to a fine. The amount of the fine will be determined by the ARC.

Transfer Fees \$500 each property

* The deposit will be returned if the project is completed within a year from the date on the permit or later if extended by the ARC. All exterior architectural finishes must be completed, i.e.: paved driveway, landscaping and after a final Completion Certificate is issued by the ARC.

SETBACK LINES: Except with the written consent of the Architectural Committee and except as provided below, all houses and other buildings placed on a Parcel shall not be closer to the lot lines than the following setback lines:

Golf Course or Lake Lots

Front --- 30 feet

Rear -----30 feet

Side -----10 feet

Interior Lots

Front --- 30 feet

Rear --- 10 feet

Side --- 10 feet

PROCEDURAL CHECKLIST

Submit only the completed *Building Application*, your *Plans and Specifications* with color samples, a signed *Compliance Agreement* and this completed Checklist to the Architectural Committee for approval

The attached Responsibilities of Property Owners & Architectural Design Guidelines are for your information only

Place an X in each [] box as you complete each item.

A Site or Vicinity Location Plan to show:

- North arrow and scale
- Adjoining streets and adjacent lots
- Property lines and dimensions from property lines

A Plot Plan to show:

- Location of proposed construction to scale with dimensions from property lines
- Location of all existing structures to scale and/or fences with all dimensions and floor elevations
- Location of driveway and parking areas to scale
- If new home, location of septic tank with field lines or sewer line access
- If new home, identify natural surface water drainage and erosion control measures
- Location of power, water, cable and telephone entrance lines, which must be under ground
- Existing topography and proposed grading with Finished Floor Elevations of proposed and existing structures

A Floor Plans to show: HEATED & COOLED AREA SQUARE FOOTAGE _____ sq. ft.

- Exterior walls, windows, entry, and garage with all measurements to scale
- Relevant existing structures with measurements to scale
- Roofline overhang, porch or decks, exterior stairs with measurements to scale

Elevations (If new home) to show:

- Front of structure height & length dimensions with finished ground displayed
- Back of structure height & length dimensions with finished ground displayed
- Both sides of structure, height and length dimensions and ground displayed

Colors fill in applicable items

- Roof type _____ (company name) _____ (color name) _____
- Siding type _____ (company name) _____ (color name) _____
- Trim type _____ (company name) _____ (color name) _____
- Doors and windows (company name) _____ (color name) _____

Purposed Planting Plan (If new home) to show:

- House, garage, driveway, and existing structures
- Purposed landscaping, shrubbery and location of all trees larger than 6 inches in diameter need to be clearly identified and marked.

Stormwater Management/Construction Best Management Practices Plan

- ADEM Permit
- Permitted application package
- Compliance Agreement Signed**
- Copy of Builder's License**
- Permit Fee**

STATE OF ALABAMA)
 :
COUNTY OF TALLAPOOSA)

COMPLIANCE AGREEMENT

THIS COMPLIANCE AGREEMENT this (“Agreement”) is made and entered into as of the ___ day of _____, _____ by _____ (“Owner”) in favor of STILL WATERS RESIDENTIAL ASSOCIATION, INC., an Alabama nonprofit corporation (the “Association”).

R E C I T A L S:

Owner is the owner of Lot ___ (the “Lot”), according to _____, as recorded in Map Book _____, Page _____ in the Office of the Judge of Probate of Tallapoosa County, Alabama (the “Probate Office”).

The Lot is subject to the _____ for Still Waters dated as of _____ and recorded on Card No. _____ in the Probate Office and all amendments thereto (collectively, the “Declaration”). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

Owner desires to construct and install on the Lot a residence and/or other improvements (collectively, the “Improvements” which, pursuant to the terms and provisions of the Declaration, must be approved by the Architectural Committee. As a condition to approving the construction of the Improvements on the Lot, the Architectural Committee has required that Owner enter into this Agreement pursuant to which Owner will agree to be bound by certain construction standards and requirements as hereinafter set forth and will agree to the exercise by the Association of the rights and remedies granted herein in the event Owner fails to fully perform all of Owner’s covenants, agreements and obligations set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, (the receipt and sufficiency of which are hereby acknowledged by Owner) Owner does hereby agree as follows:

1. **Construction of Improvements.** During the construction of any Improvements on the Lot, Owner covenants and agrees with the Association that (a) the Owner will comply with all applicable Alabama Department of Environmental Management rules, regulations, and permitting for improvements on Lot, (b) the Lot shall at all times be maintained in a clean condition, free of debris and waste material, (c) all unused construction materials shall be stored, to the greatest extent practicable, out of view from any of the roadways situated within StillWaters, (d) all construction trash, debris and rubbish on the Lot shall be properly removed and disposed of outside of StillWaters at least weekly or any earlier basis to the extent needed, as determined by the Architectural Committee, in its sole discretion, (e) no construction materials, trees, rubbish or other debris may be burned or buried on or beneath the Lot or any other portion of the Still Waters Property, (f) no dirt, mud, gravel or other substances shall be allowed to collect or remain on any of the roadways within StillWaters and Owner, for himself or herself and Owner’s respective contractors, subcontractors, employees, agents, laborers, suppliers and invitees (collectively, “Owner and/or Owner’s Invitees”) shall cause all such dirt, mud, gravel and other substances to be removed from the treads and wheels of all vehicles used in or related to the construction of any of the Improvements on the Lot prior to such vehicles traveling on any of the roadways within StillWaters, (g) during the construction of any Improvements on the Lot, neither construction equipment nor the vehicles of Owner and/or Owner’s Invitees shall be parked on or within any of the roadways (or rights-of-way of such roadways) within StillWaters, all such equipment and vehicles shall utilize off-street parking only and shall access the Lot only by means of the driveway for such Lot (which driveway is shown on the plans for the Improvements approved by the Architectural Committee), (h) no construction trucks, equipment or machinery, including trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any of the roadways within StillWaters, (i) the Improvements shall be constructed in strict accordance with the plans and specifications approved by the Architectural Committee and the terms and provisions of the Declaration. **Should unforeseen or unanticipated site conditions require any deviation in the permitted**

plans, modifications should be submitted to the Architectural Committee for subsequent approval or disapproval and (j) Owner and/or Owner's Invitees shall not damage or destroy any of the Association Property, as herein defined. As used herein, the term "Association Property" shall mean and refer to any and all of the roadways within StillWaters, all signage, street lights, lighting, walkways, sidewalks, paths, bicycle and jogging paths, lanes, gates, walls, fences, guardhouses, landscaped areas and drainage ditches, swales and improvements (regardless of whether the Association is responsible for the maintenance of the same) located within the rights-of-way (or easements) of any such roadways within StillWaters and any other real or personal property owned or utilized by the Association, including, without limitation, any of the Open Spaces, as defined in the Declaration. The covenants and agreements of Owner set forth in this Paragraph 1 are hereinafter collectively referred to as the "Owner Covenants".

2. **Default by Owner.** The occurrence of any of the following events shall constitute an event of default (an "Event of Default") by Owner under this Agreement:

(a) In the event that the Association, acting through either its Board of Directors or any other committee designated by the Board of Directors, including the Architectural Committee, determines, in its sole discretion, that Owner and/or Owner's Invitees have failed to fully observe or perform any of the Owner Covenants and such failure to observe or perform, except in the event of emergency situations, is not cured within 14 days following written notice thereof to Owner, or

(b) Any of the Association Property is damaged or destroyed by any act or omission of Owner and/or Owner's Invitees, as determined by the Association, acting through either its Board of Directors or any other committee designated by the Board of Directors, including the Architectural Committee, which, except in the event of emergency situations, is not fully and completely repaired and restored to the satisfaction of the Association within 14 days following written notice thereof to Owner.

Notwithstanding anything provided herein to the contrary, in the event the Association, acting through the Board of Directors of the Association or any other committee designated from time to time by the Board of Directors of the Association, including the Architectural Committee, determines, in its sole discretion, that an emergency situation exists with respect to any Event of Default or potential Event of Default by Owner and/or Owner's Invitees, no notice and cure rights shall be required or granted before the Association exercises any of its rights and remedies set forth in this Agreement.

3. **Remedies.**

(a) Upon the occurrence of any Event of Default by Owner and/or Owner's Invitees, the Association may, in its sole discretion:

(i) Exercise any of the rights and remedies granted to the Association in the Declaration; or

(ii) Take any and all action which the Association, in its sole discretion, determines to be necessary or required in order to cure such Event of Default, including, specifically, repairing or replacing any of the Association Property damaged or destroyed by any act or omission of Owner and/or Owner's Invitees and to thereafter exercise the further rights and remedies granted to the Association pursuant to this Paragraph 3.

(b) In the event the Association elects, pursuant to Paragraph 3(a)(ii) above, to cure an Event of Default, then all costs and expenses incurred by the Association in curing any such Event of Default (together with any attorneys' fees suffered, paid or incurred by the Association pursuant to Paragraph 3(c) below, the "Curative Costs") shall bear interest at the lesser of 18% per annum or the highest rate which may be charged to Owner by law from and after the date on which any of the Curative Costs are paid or incurred by the Association and shall be due and payable in full by Owner immediately upon written demand from the Association. If, for any reason, the Curative Costs, together with interest as provided above, are not paid in full within fourteen (14) days following written demand from the Association, then the Association shall have the right, at its option, to either (i) commence and maintain a suit at law against Owner to enforce collection of the Curative Costs, together with interest thereon as provided above, and any other court costs and other expenses paid or incurred by the Association in collecting any of the Curative Costs and/or (ii) enforce the lien created pursuant to Paragraph 4 below.

(c) In the event the Association incurs any costs and expenses, including, without limitation, attorneys' fees and court costs, in enforcing any of the terms, provisions, covenants and agreements set forth in this Agreement, then the same shall constitute Curative Costs and shall be paid by Owner.

4. **Grant of Lien.**

(a) In order to secure the faithful and complete performance by Owner of all of Owner's Covenants, Owner does hereby grant, bargain, sell, assign and convey unto Association a continuing lien and security interest in the Lot and any and all Improvements constructed thereon, with power of sale, as hereinafter provided. The lien and security interest created herein shall secure any and all Curative Costs incurred by the Association, together with interest thereon as hereinabove provided.

(b) To the extent the Association incurs any Curative Costs in its attempts to remedy any Event of Default by Owner, which Curative Costs (and interest thereon as hereinabove provided) are not paid in full within 14 days following written demand from the Association, then the lien and security interest granted herein shall be subject to foreclosure and may be foreclosed as now provided by law in the case of past-due mortgages and Association shall be authorized, at its option, whether or not it has taken possession of the Lot, to sell the Lot under the power of sale which is hereby given to Association, at public outcry, to the highest bidder for cash, at the front or main door of the courthouse of the county in which the Lot is located, after first giving notice by publication once a week for three successive weeks of the time, place and terms of such sale, together with a description of the Lot to be sold, by publication in some newspaper published in the county in which the Lot to be sold is located. The sale shall be held between the hours of 11:00 a.m. and 4:00 p.m. on the day designated for the exercise of the power of sale hereunder. The Association may bid at any sale held under this Agreement and may purchase the Lot if the highest bidder therefore. The purchaser at such sale shall be under no obligation to see to the proper application of the purchase money. At any such foreclosure sale, the Lot may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner as the Association may elect. Owner hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale involving the Lot to execute and deliver to the purchaser or purchasers of the Lot sold at such foreclosure sale, a deed for and in the name of Mortgagor transferring and conveying the Lot to such purchaser or purchasers. All proceeds received from such foreclosure sale shall be applied, first, to the expenses of such sale and all proceedings in connection therewith, including reasonable attorneys' fees; then to the payment of any and all Curative Costs, together with interest thereon as provided above; and finally, the remainder, if any, shall be paid to Owner or such other persons as may be entitled thereto by law.

(c) Notwithstanding anything provided herein to the contrary, the lien and security interest created by this Agreement shall be subordinate to the lien of any mortgage held by any independent, third party bona fide mortgagee which has been recorded in the Probate Office prior to the filing for record of this Agreement.

5. **Notices.** Any and all notices required or permitted hereunder shall be deemed to have been sufficiently given or served upon Owner when deposited in the United States Mail for first-class delivery with postage prepaid and addressed to the last address furnished by Owner to the Association (or if no address has been furnished, then to the Lot), in which case notice shall be deemed given upon deposit of the same in the United States Mail.

6. **Miscellaneous.** This Agreement shall inure to the benefit of and be binding upon Owner and the Association and their respective heirs, executors, legal representatives, successors and assigns. If any provisions of this Agreement or the application thereof to any person or persons shall be invalid or unenforceable to any extent, then the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and correspondence relating to the subject matter hereof. This Agreement may not be amended except by a writing signed by Owner and Association. This Agreement shall be construed in accordance with and governed by the laws of the State of Alabama. This Agreement shall automatically terminate and expire two (2) years from the date of this Agreement.

7. **Exhibit "B".** This agreement includes Exhibit "B" in its entirety.

IN WITNESS WHEREOF, Owner has executed this Agreement as of the day and year first above written.

Signature

STATE OF ALABAMA)
:
COUNTY OF TALLAPOOSA)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20__.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

**Revision to Exhibit B
Initial Rules and Regulations
Of the
Architectural Committee
Of the StillWaters Residential Association**

1. Authority

Article II of the Amended and restated Declaration of Restrictions and Protective Covenants for Still Waters establishes the Committee and governs its procedures. Section 2.3 allows the rules and statements of policy to be amended or revoked by the committee at any time. The Architectural Committee shall have the right to construe and interpret all provisions of the *Responsibilities of the Owner* document and the *Architectural Design Guidelines* document as it sees fit. In the absence of adjudication by the court of competent jurisdiction to the contrary, its interpretation shall be final and binding as to all persons or property bound by the provisions of the Amended and Restated Declaration of Restrictions and Protective Covenants for Still Waters.

2. Basis for approval or disapproval of proposed plans and specifications

All properly submitted plans and specifications shall be reviewed by at least fifty percent of the committee's members. Any approval of plans and specifications will be indicated on the submitted building application and contain at least two of the committee's signatures before a building permit will be issued. Any proposed building plan or modification that does not conform to any article of declaration of the Protective Covenants will be basis for disapproval. If, after approval has been given and the Committee receives new information, the permit may be canceled, withdrawn, or modified even after construction has begun. **If unforeseen or unanticipated site conditions require any deviation to the permitted plans after construction has commenced, the Committee must be notified in writing as to the modifications for approval or disapproval and the Committee may cancel, withdraw, or modify the existing permit.**

3. Expiration of Approval

The Architectural Committee considers twelve (12) months adequate time to complete the construction project. When all construction is complete, property owner is to return the StillWaters building permit, at which time, an ARC member or members will inspect the exterior of project, confirming that all driveways, parking pads, sidewalks, landscaping, and exterior phases of construction are complete and in compliance including repairs to right-of-way and adjacent property damaged by construction operations. When the ARC determines that all items listed above are completed, a "Certificate of Completion" will be issued and when it is presented to the Community Administrator, the completion deposit will be refunded. After which, a certificate of occupancy is required from the Tallapoosa County Building Inspector before occupying the residence. A copy of the certificate of occupancy is required to be submitted to the ARC for their records.

4. Statement of Grounds for Action on Plans

If the Architectural Committee disapproves any plans and specifications, or approves plans with conditions, a statement of the grounds upon which such action was based shall accompany such disapproval or qualified approval. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

5. Retention of Plans

Upon approval by the Architectural Committee of any plans and specifications, a copy of such plans and specifications along with the required application document will be deposited for permanent records with the Architectural Committee.

6. No Waiver: Finality

Approval for use on any Parcel of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Parcel or Parcels. Approval of any such plans and specifications relating to any Parcel, however, shall be final as to that Parcel and such approval may not be revoked or rescinded thereafter, provided, (i) that the structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in the Declaration, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all structures on and uses of the Parcel in question.

7. Certificate of Compliance

Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the Parcel on which structure is placed, and stating that the plans and specifications, have been approved and that such structure complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of such owner. Any certificate of compliance issued in accordance with the provisions of this paragraph shall be prima facie evidences of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate, all structures on the Parcel, and the use or uses described therein comply will all the requirements of the Architectural Committee, and with all other requirements of the Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

8. Work Days

Workdays will be only Monday through Saturday from 7:00 AM to 7:00 PM. No work will be permitted on Sundays.

Fourth Addendum to Exhibit B

To The Amended and Restated Declaration of Restrictions and Protective Covenants for Still Waters

ARCHITECTURAL DESIGN GUIDELINES

Building permits issued by The Architectural Committee are required for all of the items listed.

I. ADDITIONS /ALTERATIONS, DOCKS, PIERS, ETC.

Includes any exterior changes to the original home construction. Plans for submission will be the same as for a new home, except the plans may be "home-drawn" to drafting standards. They must include plans of the site, plot, floor and elevations. They must show the same dimensional requirements as required for new home construction. The plot plan will identify any utility terminals in the proximity of the proposed structures (telephone terminal pedestals, electrical terminals, cable television pedestals and water meters.) No structure may be placed over these utilities or other utilities and associated easements wherein access or maintenance of such utilities would be made difficult.

A. DECKS, PATIOS and PORCHES

Structural posts, columns and supporting decks shall be properly designed and sized both structurally and aesthetically to fit in with surrounding structures and designed to be an extension of the architecture in place. Patios or sitting areas at lakeside will be allowed within reason. Plans for submission are the same as for any exterior change.

B. DETACHED BUILDINGS

Small attached or detached buildings such as a garage shall be defined as those structures, which are not part of the house and permanently, installed on a concrete foundation and have an appropriate floor. These structures will be constructed from the same exterior materials and built in a style that must closely match the home. The Architectural Committee must approve all such buildings in advance of construction. Structures without permanent foundations and appropriate floors such as sheds or temporary buildings are prohibited.

C. FENCES:

All fencing requires the approval of the Architectural Committee before any construction begins. Fences should be constructed of material, color and detailing which are compatible with both the house and the associated site elements, proposed and existing. Any perimeter fencing is prohibited.

No chain link type fencing will be allowed for any use.

1. SCREENING FENCES must be used to hide service areas for all homes, which do not have a garage. Service areas should be no more than 90 square feet and a maximum of 6 feet from the side of the building. The maximum height shall be no more than 48 inches. Any supporting posts and rails must be erected on the inside of the fence. The fence must be painted the same color as the house.
2. DEER FENCING, including electric fences, should be of a low visibility material and design and should enclose only the landscaped areas being protected.
3. PET FENCING must be of the underground electrical variety that is invisible. No dog runs will be allowed.
4. DECORATIVE FENCING may be approved for areas not larger than 800 square feet. Any supporting posts must be erected on the inside of the fence. Maximum height is limited to 48 inches.

D. LANDSCAPE PLAN:

Landscaping plans may be hand drawn and should show buildings on lot with boundaries, distances and type of plantings marked. Full coverage lawns are discouraged.

E. LIGHTING

Outdoor lighting to include Alabama Powers streetlights will be carefully reviewed to ensure that neighboring properties are protected from the view of obtrusive light sources. Whenever possible, functionally required lighting should be integrated into such features as steps, handrails, posts and curbs.

F. DOCKS, PIERS, and COVERED BOAT SLIPS

No piers are to be constructed on Interior Lakes. Any structure extending into Lake Martin must conform to the guidelines set forth by the Alabama Power Company. Alabama Power Company cooperates with the Still Waters Architectural Committee for compliance with regulatory covenants and design standards. All activity within the boundaries of Lake Martin Hydroelectric Reservoir and along Still Waters shoreline must be pre-approved and permitted by both the Alabama Power Company and the Architectural Committee before construction can begin. Prior review may be required from adjacent landowners for approval of a proposed structure. All plans must include the extension of property lines into the lake, the position of existing structures relative to the full pool level line (491' MSL) with proper dimensions proportionate to those lines. A copy of the Alabama Power Company permit is required for our files.

1. FLOATING DOCKS must be attached to that pier and may not exceed 12 feet beyond that pier. Maximum footage cannot exceed 290 square feet.
2. PIERS should not exceed 50' in length or extend more than 1/3 of the distance into a slew. Piers should not exceed 420 square feet.
3. COVERED BOAT SLIPS may not exceed 800 sq. feet. No solid-wall boathouse will be considered. Plans should show dimensions relative to other structures. Non-reflective materials must be used and no habitable fixtures are allowed in boat slips. The maximum height of a covered boat slip may not exceed 18 feet measured from the Lake Martin full pool level of 491' MSL to the highest point of the covered boat slip.

G. SEAWALLS, BACKFILL and BOAT RAMPS

Any construction or placement of any type of seawall or ramp within the 30-foot easement of Lake Martin must conform to the guidelines set forth by the Alabama Power Company.

Seawalls are to be constructed as close to existing shoreline as possible. The source and kind of backfill must be approved by Alabama Power Company. Backfill may not contain new creosote products, debris or foreign materials. Rip Rap (4" to 8" diameter) must be placed at base of all seawalls. Boat ramps should not exceed twenty (20) feet in width and may only extend into the lake a reasonable distance from the shoreline. A copy of the Alabama Power Company permit is required for our files.

H. POOLS

Size, shape and setting of any pool, swimming or other, must be carefully considered to achieve a feeling of compatibility with the surrounding natural and manmade elements. Any equipment used for maintenance must be enclosed and should be architecturally compatible to the house and other structures. Inflatable "bubble" covers or permanent detached pool structures are unacceptable. Above ground portable pools will not be permitted.

II. NEW HOMES

A. PLANS

The Committee recommends that you select a design consultant and have professionally drawn plans available for submission for application. We also recommend that you obtain a survey by a registered surveyor showing the contours, drainage, and trees on your property. Site maps are available at the Residential Office. Only plans drawn by a licensed architect, qualified draftsman, or obtained from a Home Plan Service should be submitted. No "home drawn" plans or sketches will be considered. All homes must comply with the minimum size, (square footage of heated area), as shown on the deed for that parcel. All plans must include a Site Plan, a Plot Plan, a Floor Plan, and Elevations from four sides showing purposed roof pitch.

Landscape design of each home site in Still Waters offers the opportunity to exercise your individual commitment to preserving the pristine nature of this area. Positioning your home on your lot should be made with considerations of view, trying not to limit the view of others. You must attempt to preserve the major trees and take advantage of their shade for the hot summertime and maintain natural drainage and erosion control. Observance of proper setbacks and regulatory matters is mandatory. Narrow lake access arms as determined by the Architectural Committee on certain lots in Still Waters provide access to the lake only and should not be considered appropriate for a new home site.

The Architectural Committee is concerned with the drawing content and aesthetic considerations only. This Committee is not responsible for engineering design or code considerations. The Architectural Review Committee will consider each building site individually. Major considerations are given as to how the house is situated on the lot and its relationship to surrounding areas.

B. TREES

In keeping with the forested environment of Still Waters, we ask that a builder keep as many of the large trees on the parcel as is practical. Trees to be protected must be flagged and "stake-out approval" given before any clearing or construction is begun. We will work with the owner to accomplish a satisfactory setting for the home. The clear-cutting of parcels is not acceptable.

C. FRONT FACING GARAGES

The SWRA Architectural Review Committee (ARC) encourages all new homes built to include a garage. Both the 1971 and 1987 Covenants state "Carports and garages shall not open in such a manner that they face the street." In cases where carports are built in new construction or remodeling project and is in view of adjacent neighbors, whether next to or behind the proposed carport, the view of the carport will be blocked through screening, landscaping, architecturally, and/or any other method the ARC deems appropriate.

D. COLOR SAMPLES

A color sample of the proposed siding material, roof material, exterior paint or stain, trim color, door and window colors if different from trim must be submitted. All colors and architecture selected will be complementary to the natural environment of Still Waters. The concept is to have homes that are both harmonious and individual. The emphasis is on materials and subtle colors rather than on any strict architectural style. Compatibility, not sameness, is our goal.

E. DRIVEWAYS

All driveways and parking areas must be paved. All driveways must have a minimum width of ten (10) feet. All driveway culverts on the SWRA right of way shall be a minimum of 12 inches in diameter, unless otherwise as specified by ADEM, and be made of reinforced concrete.

F. PLANTING PLAN

This plan is to show “intent” when the house final grading is complete and ready for landscaping. This plan should show location and number of plant materials, type and limits of grass areas, septic and field lines, and any special planting specifications. Special lighting consideration should also be identified.

RESPONSIBILITIES OF PROPERTY OWNERS

I. PLANNING AND PERMITS

All property owners considering new construction, alterations or additions to existing structures, changes to existing exterior colors, construction of exterior walls or seawalls, walks, piers, boat houses or ramps must have a valid building permit issued by The Architectural Committee, in their possession and properly displayed on the job site before commencing work. No clearing of land or construction may commence until you have been issued this building permit. For the ARC to issue a building permit you and all parties who own property in StillWaters that are party to this permit request must be current in all fees due to the SWRA and all parties must keep fees current throughout the construction period or the building permit will be canceled. Approval by The Architectural Committee does not constitute approval or building permit issuance by the local governing municipality, which issues building permits. The property owner is responsible for contacting the Tallapoosa County Building Department at (256) 825-1002.

- A. **SUBMISSION OF APPLICATION:** All required documents must be submitted as a “package” when requesting a building permit. An attached checklist is provided to help you with your application. A completed application must be signed, dated and have the finished checklist attached in order to be ready for review by the Committee.
- B. **REASONS FOR DISAPPROVAL:** The Committee will try to make recommendations in lieu of a disapproval on your request, providing all application requirements have been met. Plans submitted for review, or any portion thereof, may be disapproved upon any grounds, which are inconsistent with the general covenants and/or design guidelines, including purely aesthetic considerations so long as such grounds are not arbitrary or capricious.
- C. **BEGINNING CONSTRUCTION:** Construction must be started within three months after receiving approval and a building permit. A request for extension may be granted if applied for in writing. If construction has not been started within six months, the building permit will be voided. Still Waters Residential Association (SWRA) will retain all fees that have been collected. If you continue to desire construction you may reapply for a new building permit. It is desirous that construction be completed within twelve months.
- D. **BLASTING:** "Blasting is not allowed within Still Waters except under very special circumstances, as determined by the Architectural Committee and the Board of the Residential Association. A permit will be issued only after it is determined that the company doing the blasting is fully qualified and meets all state and federal licensing and liability requirements.

II. SITE PREPARATION

- A. **STILL WATERS ACCESS:** Contractors may purchase an annual gate access card or cards at the SWRA office. These cards will allow access at either entrance gate Monday through Saturday between the hours of 7AM and 7PM with no work on Sunday. Workers and/or contractors and delivery trucks may enter through the visitors' gate at the Gate 49 entrance as a visitor as long as the vehicle has no more than two (2) axles. Contractors must make arrangements with vendors who deliver materials in larger trucks with three (3) or more axles to enter through Gate 34. Contractors must be aware of and observe all traffic rules and regulations while on Still Waters property.
- B. **HEAVY EQUIPMENT:** All heavy equipment must be loaded and unloaded on the job site whether hauled by truck or lowboy trailer. No heavy equipment (i.e. Bulldozers, cranes etc.) shall have access or remain overnight on any other property except the job site unless written approval from the Architectural Committee. Any property damage to adjoining property or roadway will be your responsibility.
- C. **TREES:** Before clearing operations are started, the contractor shall lay out the new construction and mark all trees greater than 6" in diameter that will be removed. An ARC member must approve the site-clearing plan before clearing begins. Trees that are intended to remain on property and not be removed must be identified and care should be taken to ensure their protection during construction by not disturbing the ground around the roots of the tree.
- D. **SEPTIC SYSTEMS:** The Tallapoosa County Health Department has granted general approval for the use of septic tank sewage systems in this subdivision, subject to certain conditions of approval and/or lot deletions as filed with the County Health Department. Before the Developer offers any particular lot in the subdivision for sale, the lot is tested and approved by the Tallapoosa County Health Department. Contact the County Health Department on Lafayette Street, Dadeville, for a septic system permit (825-9203).
- E. **CENTRAL SEWER SYSTEM:** Owners of lots requiring sewer hook-up should contact Harbor Point Utilities at 256-825-0600.
- F. **UTILITIES:** Water, electricity and telephone hook-ups are to be handled directly by you and/or the builder with the respective utility company. (Note: Water regulator valves are required so ask about them when speaking to the Water Authority). Contact the Tallapoosa County Coordinator Address Technician to obtain your emergency 911 address at 256-825-8490 prior to requesting utilities. All utilities must be placed under ground from the street to the structure.

On any new water service, the property owner is responsible for the cost of the replacement of any pavement that is removed by the Water Authority in order to connect the new water service line to the water main located beneath pavement. The cost per square yard is based on the current paving contract and is due upon receipt of the billing. The water will not be turned on until the fee is paid.

III. ENVIRONMENT CONTROL

All environmental control on Lots during construction shall comply with all governing local, state, and federal rules and regulations.

- A. LITTER: The job site must be cleared of food waste at the end of each day to prevent wildlife and wind from scattering. A Litter container must be available on the site and emptied each day. Property owners will be billed for any clean-up fees occurred by Still Waters Resort.
- B. CONSTRUCTION DEBRIS: A dumpster or other debris container shall be placed on the jobsite at the start of construction and all construction debris will be placed in it each day at the end of the shift. The dumpster shall be emptied as soon as it is filled to the top of the walls. Absolutely no debris shall be left in piles on site at any time.
- C. DUMPSITE: There is no dumpsite or provisions for dumping of trash or construction waste within Still Waters. Other provisions must be made to accommodate this. Dumping within the resort property will be reported to the proper authorities for prosecution.
- D. BURNING: Burning on site requires a burn permit. On site burning of trees, brush, limbs, construction waste, etc., is strictly prohibited without the express, written permission of the Still Waters Volunteer Fire & Rescue Service. Even with a permit, if an out of control fire occurs as a result on on-site burning, either attended or unattended, the property owner will have to pay the cost of extinguishing the fire, monitoring the area for residual ignition, liability for any damage to any other properties nearby and an additional \$500 to the Still Waters Volunteer Fire & Rescue Service for their efforts. When permitted, all fires must be completely extinguished with water before leaving the jobsite at the end of the shift. Failure to completely extinguish the fire will result in canceling the burn permit for the duration of the job.
- E. TOILET FACILITIES: All new construction sites must have a portable toilet on the jobsite at the start of the construction.
- F. EROSION CONTROL: All erosion and sediment control and stormwater management will comply and be maintained in accordance with all Alabama Department of Environmental Management rules and regulations and in accordance with the approved ADEM permit for the Lot. Erosion control must be in place before and during all phases of construction. Appropriate measures must be used and the integrity of these measures must be maintained throughout construction. This is not only a requirement of Still Waters but also the Alabama Department of Environmental Management.
- G. SIGNAGE: The job site must be kept as orderly as possible. One small 2' X 3' sign may be placed well off the roadway to identify the site to other contractors, subcontractors or delivery personnel. No additional signs other than the display of the building permit and ADEM permit will be allowed. All signage must be removed prior to move in. (Note: ADEM will require that a small permit sign usually an 8 ½" x 11" be installed on-site)
- H. ACCESS ROADS: Construction access roads onto the project must be surfaced with an aggregate material complying with current environmental, erosion and sediment control and/or stormwater management rules and regulations that will prevent dirt and mud from being tracked onto the SWRA paved roadways. Any mud that is tracked onto the roadway must be removed immediately. A drain culvert must be placed in all drainage ditches when the access road passes over the ditch.

IV. SWRA RIGHTS

SWRA reserves the right, pursuant to the Restrictions and Covenants, to halt any construction which it deems to be in violation of these restrictions and covenants and require correction and/or complete removal. Authority for the promulgation of these aforementioned rules and policies is provided in Section 2.3 of the Amended and Restated Declaration of Restrictions and Protective Covenants for Still Waters.

V. VIOLATIONS OF THE RULES AND/OR RESTRICTIONS

The Architectural Committee actions can result in the cancellation of a building permit. All violations will be identified in writing to the property holder. The signed compliance agreement addresses default and remedies available to SWRA. The Architectural Committee may also void the builder's building privileges and remove any on-site equipment or materials.

VI. COMPLETION OF CONSTRUCTION

The Architectural Committee considers twelve (12) months adequate time to complete the construction project. When all construction is complete, property owner is to return the StillWaters building permit, at which time, an ARC member or members will inspect the exterior of project, confirming that all driveways, parking pads, sidewalks, landscaping, and exterior phases of construction are complete and in compliance including repairs to right-of-way and adjacent property damaged by construction operations. When the ARC determines that all items listed above are completed, a "Certificate of Completion" will be issued and when it is presented to the Community Administrator, the \$3,000.00 completion deposit will be refunded. After which, a certificate of occupancy is required from the Tallapoosa County Building Inspector before occupying the residence.

EMERGENCY 911 ADDRESS: Don't forget to let the residential office know your E-911 address and your telephone number so you will be listed in our phone book.