

PLANNING COMMISSION STAFF REPORT

March 18, 2026

GPD-03-26

GENERAL INFORMATION

Property Owner (X) Petitioner (x)

Rechelle Kornegay; The Mullins Group; Teresa Rice; and Thomas Patton; Ready Land Co.

Requested Action and Purpose

Rezone from SFR-1 to GPD. Per the applicant, "After annexation we will be given a default zoning of SFR-1. We are requesting a rezone SFR-1 to GPD to develop a subdivision consisting of townhomes, 45' wide lots, 50' wide lots, and 60' wide lots. This development will also consist of commercial property."

**An annexation and subdivision petition are in conjunction with this rezoning. Default zoning if annexed is SFR-1.*

Location and Existing Zoning

South and west of the Ashley Hill at the Woodlands subdivision & the Willshire at the Woodlands subdivision at and around 6800 Hargrove Road East – Outside city limits

Size and Existing Land Use

221 acres total; vacant

Surrounding Land Use and Zoning

North – Residential, Zoned GPD, MR-1, and SFR-1

East – Outside City limits

South – Outside City limits

West – Outside City limits

Applicable Regulations

Sec. 25-92. – Purpose.

The General Planned Development (GPD) district is intended to allow for integrated, high-quality master planned development within certain base zoning districts in the City. A range of residential and nonresidential uses are allowed, and substantial flexibility is provided with respect to district dimensional and intensity standards, with an expectation that development in the district will be of a quality that surpasses what is otherwise achievable through the base zoning district, and will support the efficient use of land and resources, protect natural features and the environment, promote greater efficiency in providing public facilities and infrastructure, and mitigate potential adverse impacts on surrounding development.

Permitted uses are established in a PD Plan and PD Agreement.

Transportation

Garner Road, a Local street

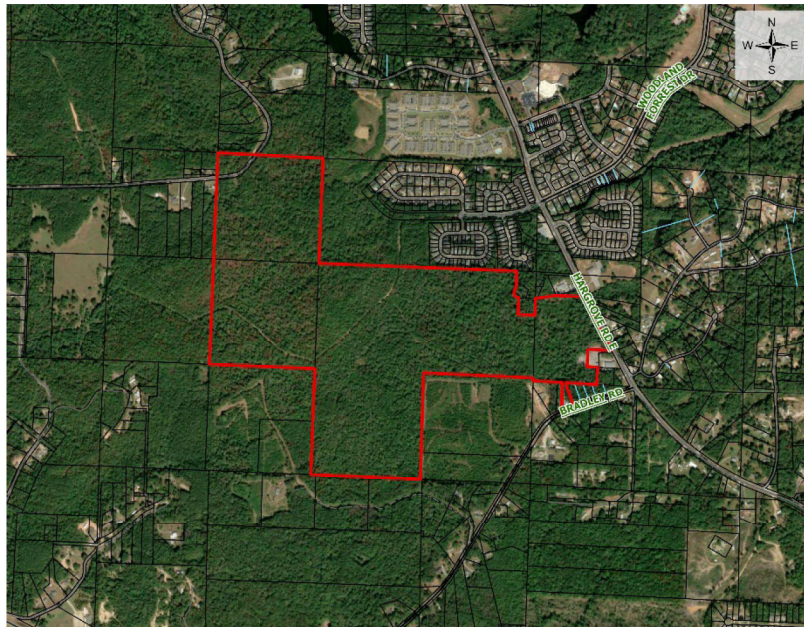
Bradley Road, a Major Collector

Hargrove Road East, a Minor Arterial

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Physical Characteristics

221 acres to be rezoned. The properties are currently vacant.



SUBJECT PROPERTY

ANALYSIS

In **Framework**, the northern portion of the properties is identified in the Future Land Use and Character Map as Suburban Residential (RL) (p. 22).

RL areas include “Predominantly single family housing areas generally developed in a car-focused pattern with long blocks and curvilinear streets and fewer intersections than traditional neighborhood types. These areas feature a range of lot sizes, housing size and styles, including some small-scale attached dwellings, but housing styles are highly consistent within a subdivision and tend to have limited connectivity between residential types and non-residential uses.” (p. 35).

In the Framework comprehensive plan, building blocks were outlined to serve as a general guide to the intended scale and character of development. For RL, building blocks include (p. 35):

- Height range: 1-3 stories (generally up to 35 feet).
- Building form: A range of housing sizes and styles with single-family scale and appearance.
- Building setback: 20-30 feet (generally consistent within a block).
- Streets: Longer blocks with a curvilinear pattern are common, though connectivity and the pedestrian experience is important.
- Transportation: Automobile access with sidewalk network
- Parking: On-street and private off-street, individual drives from street.
- Open Space: Public neighborhood parks should be located in prominent, easily-accessible locations. Schools also supplement public parks. Some residential areas include private open space such as golf courses.

PLANNING COMMISSION STAFF REPORT

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Framework is organized into six broad theme chapters, reflecting the inter-relatedness of issues. Each chapter is supported by a goal and several objectives that serve to organize the 111 specific actions in the Plan. The Growing chapter provides guidance for the physical development, infrastructure improvement and stewardship of natural resources with the following Goal (p. 10):

Well-managed land and infrastructure that includes revitalization, strategic growth, and stewardship of the natural environment, creates an appealing community character, and promotes the city's long-term financial health.

The intent of the RL area outlined on pg. 35 is as follows:

- When establishing new suburban residential areas or expanding existing developments, provide pedestrian and vehicular connectivity between adjacent developments.
- Improve streetscape features such as consistent sidewalks, lighting and street trees.

Additionally, In **Framework**, the southern portion of the properties is identified in the Future Land Use and Character Map as Rural Edge / Conservation Residential (RE) (p. 22).

RE areas include "Rural edge refers to development generally outside of the city limits that is not subject to city zoning and beyond the city's anticipated long-term utility service expansion area. These areas are subject to development that is served by private septic systems and includes residential and small non-residential uses on large lots (over one acre). These areas may be shaped by Tuscaloosa's subdivision standards or other regulations that apply to the city's planning jurisdiction." (p. 40).

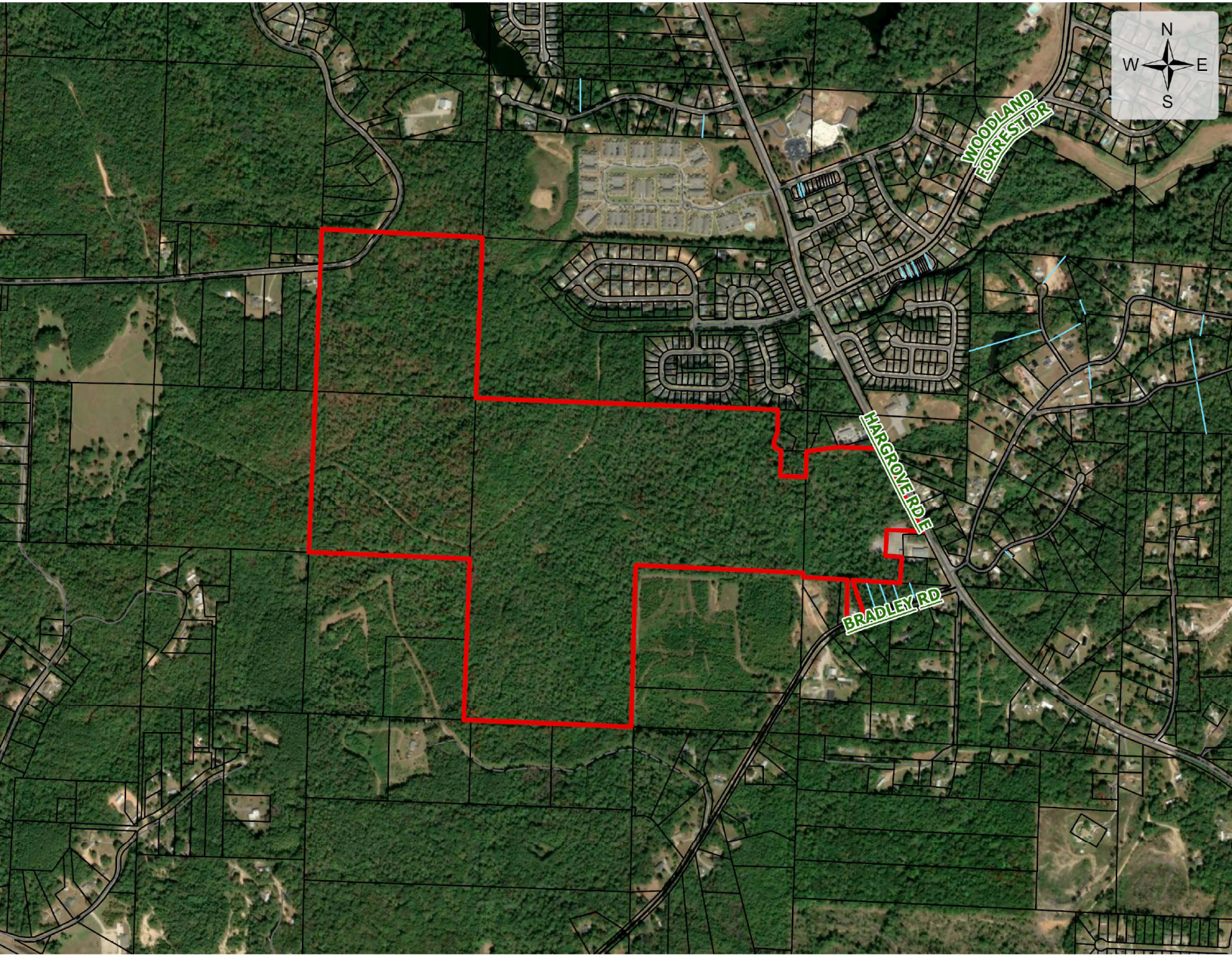
Framework is organized into six broad theme chapters, reflecting the inter-relatedness of issues. Each chapter is supported by a goal and several objectives that serve to organize the 111 specific actions in the Plan. The Growing chapter provides guidance for the physical development, infrastructure improvement and stewardship of natural resources with the following Goal (p. 10):

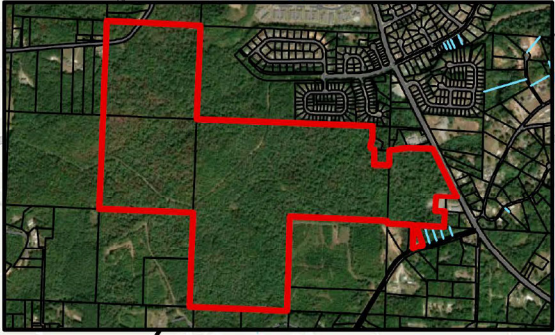
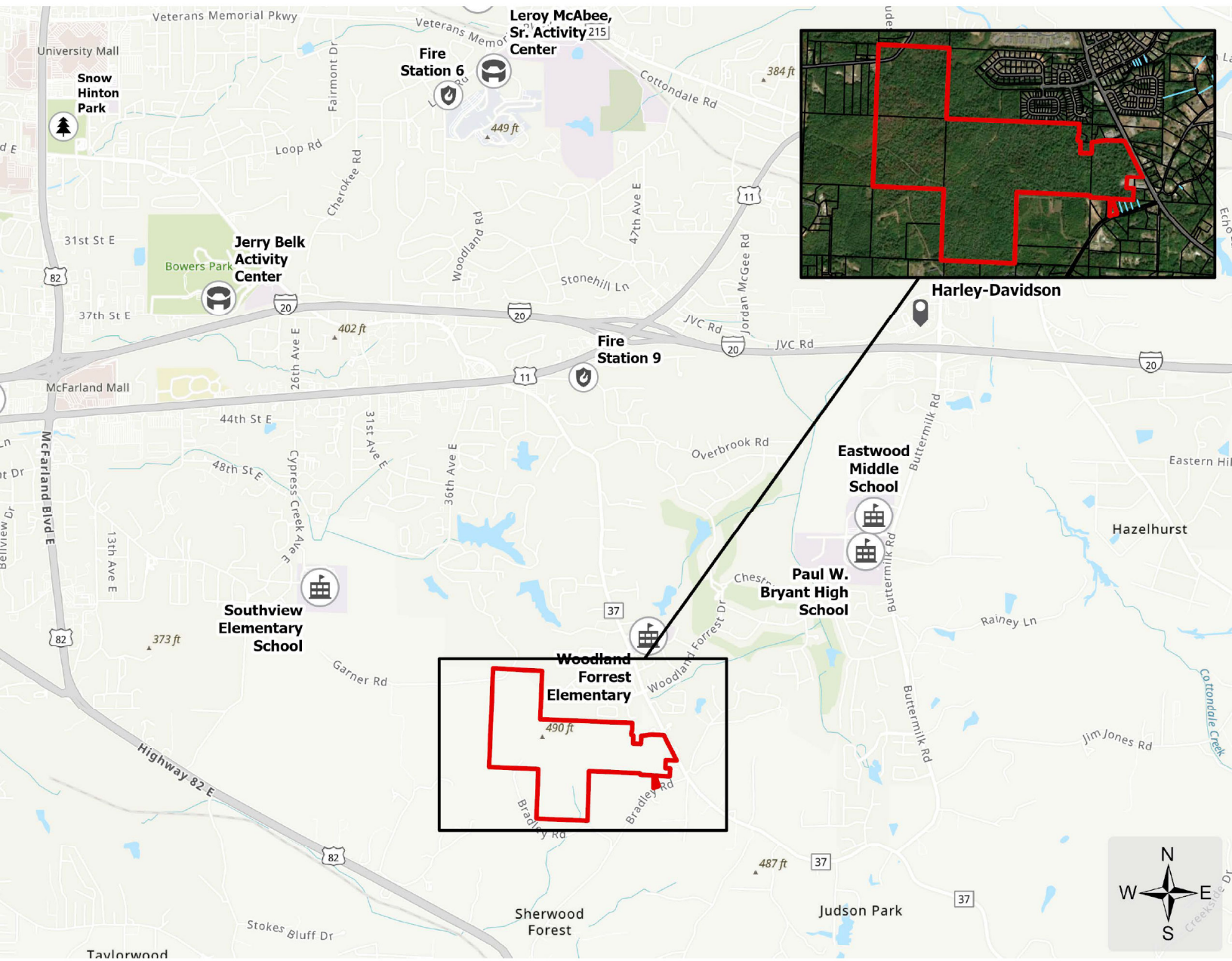
Well-managed land and infrastructure that includes revitalization, strategic growth, and stewardship of the natural environment, creates an appealing community character, and promotes the city's long-term financial health.

The intent of the RE area outlined on pg. 40 is as follows:

- Support low intensity development in areas without municipal sewer service.
- Conserve open space and environmentally sensitive land.

Notification was sent via USPS to property owners located within 500 feet of the subject property.





Harley-Davidson

Woodland Forrest Elementary

Eastwood Middle School

Paul W. Bryant High School

Southview Elementary School

Jerry Belk Activity Center

Leroy McAbee, Sr. Activity Center

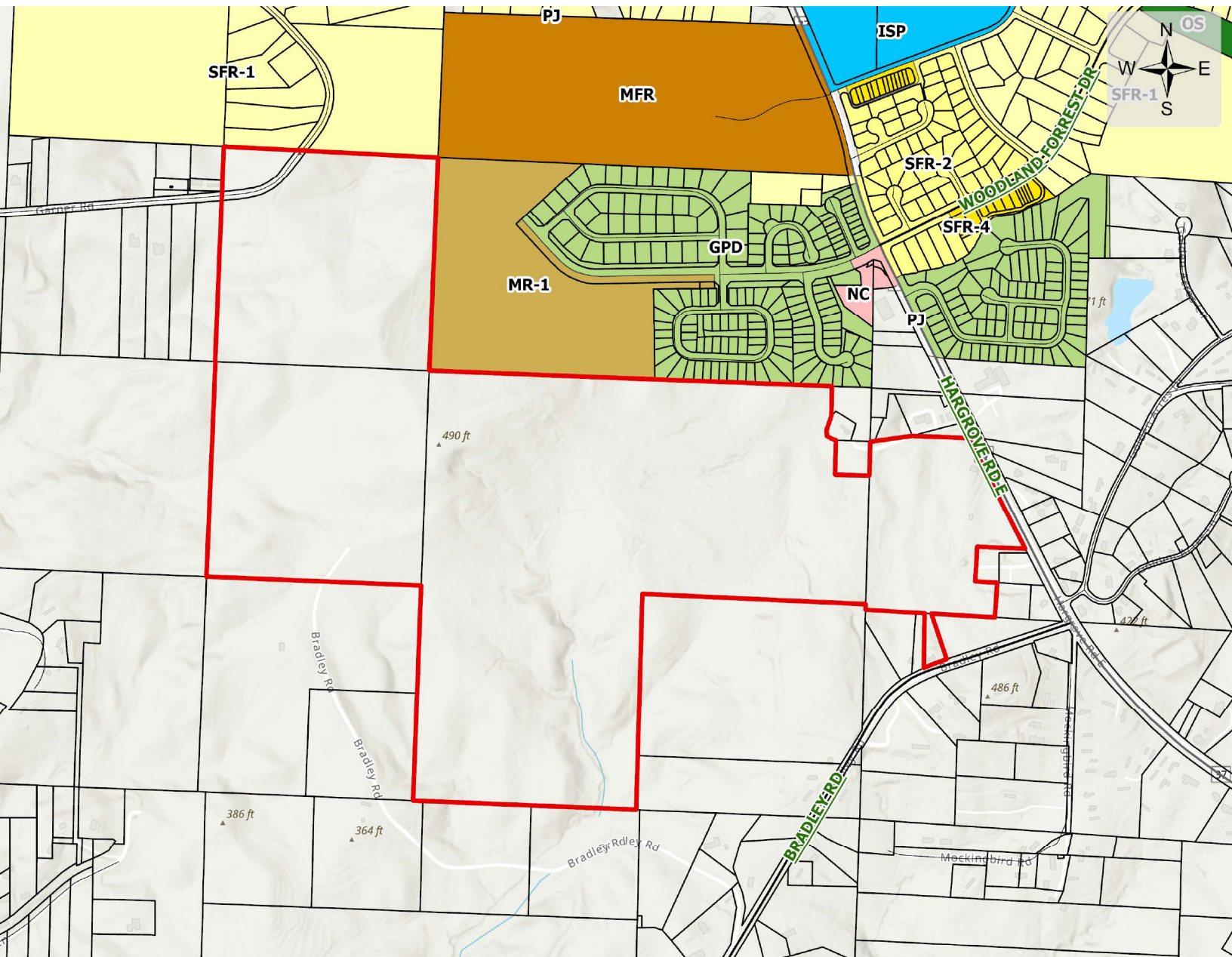
Fire Station 6

Fire Station 9

Snow Hinton Park

Bowers Park





Entry #: 33 - 6800 Hargrove Road East, Tuscaloosa, Alabama 35405

Status: Submitted

Submitted: 4/17/2026 11:01 AM

Have you had a pre-application conference?

Yes

Pre-Application Conference Date:

4/14/2026

Property Information:

Site Address:

6800 Hargrove Road East, Tuscaloosa, Alabama 35405

Parcel ID:

633702103003007.000,633702103003003.000,633702094001002.000,633702093001001.000,633702092001002.000

Total Acres:

221

Number of Existing Lots:

5

Number of Proposed Lots:

863

Current Zoning:

Not in City Limits

Proposed Zoning:

General Planned Development (GPD)

Current Land Use:

Vacant

Proposed Land Use:

Residential

Detailed Description of the Proposed Request, Including Reason for Rezoning:

After annexation we will be given a default zoning of SFR-1. We are requesting a rezone SFR-1 to GPD to develop a subdivision consisting of townhomes, 45' wide lots, 50' wide lots, and 60' wide lots. This development will also consist of commercial property.

Applicant Information:

Applicant Name:

Jake Williams

Property Owner Information:

Property Owner Name:

Neal Mullins

MARKWOOD

PRESERVE

General Planned Development
Narrative and Agreement

City of Tuscaloosa, Alabama

MARKWOOD

PRESERVE

Developer:

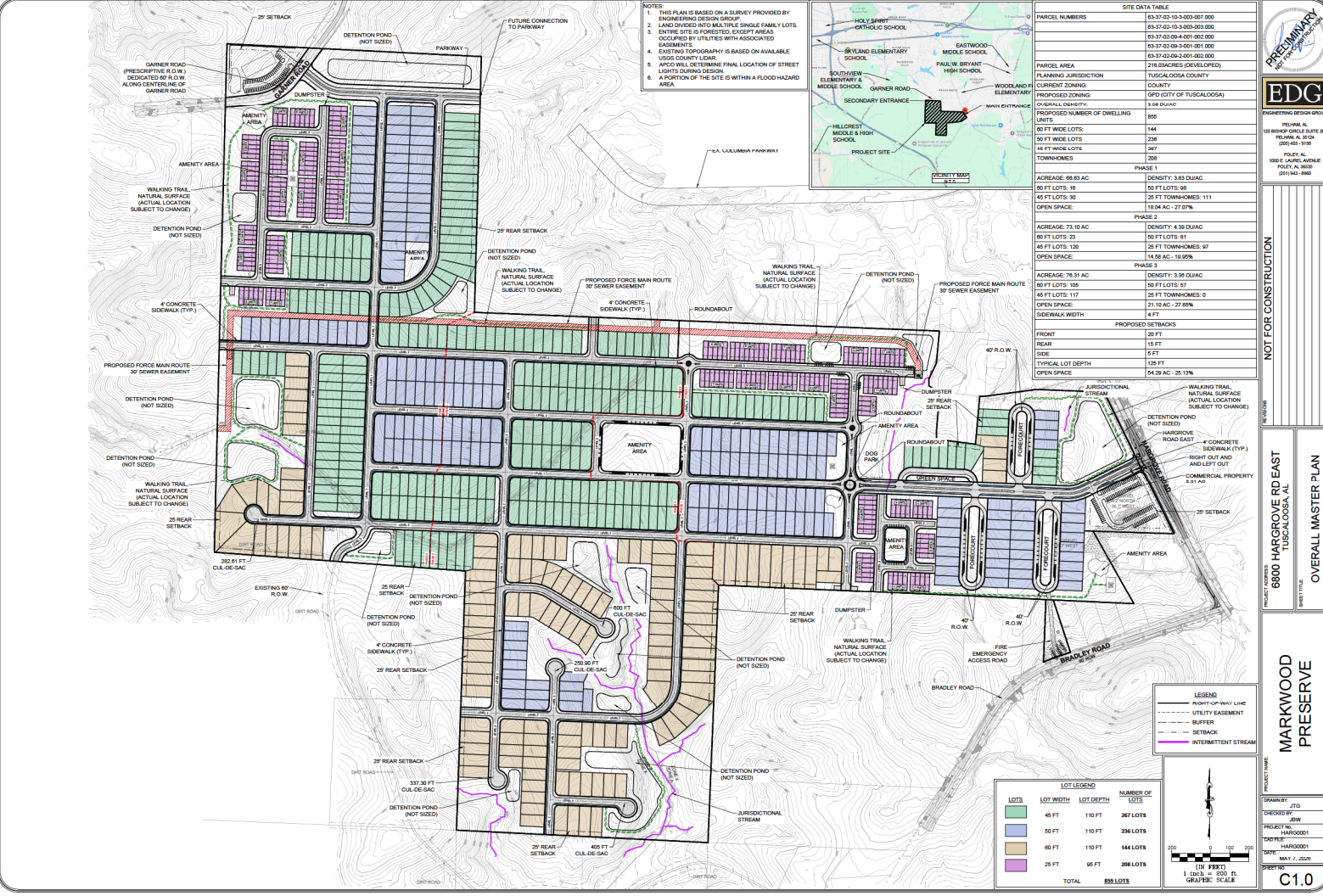


P: 205-898-1600

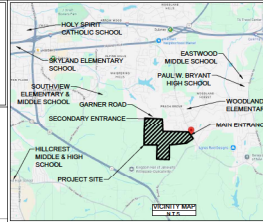
Engineer:



P: 205-403-9158



NOTES:
 1. THIS PLAN IS BASED ON A SURVEY PROVIDED BY ENGINEERING DESIGN GROUP.
 2. LAND DIVIDED INTO MULTIPLE SINGLE FAMILY LOTS. ENTIRE SITE IS FORESTED, EXCEPT AREAS OCCUPIED BY UTILITIES WITH ASSOCIATED EASEMENTS.
 3. EXISTING TOPOGRAPHY IS BASED ON AVAILABLE USGS COUNTY LIDAR.
 4. APOC WILL DETERMINE FINAL LOCATION OF STREET LIGHTS DURING DESIGN.
 5. A PORTION OF THE SITE IS WITHIN A FLOOD HAZARD AREA.



SITE DATA TABLE	
PARCEL NUMBERS	63-37-02-10-3-003-007-000 63-37-02-10-3-003-009-000 63-37-02-08-4-001-002-000 63-37-02-08-3-001-001-000 63-37-02-08-3-001-002-000 63-37-02-08-3-001-003-000 278 (SACRES DEVELOPED)
PARCEL AREA	1,948 DUAC
PLANNING JURISDICTION	TUSCALOOSA COUNTY
CURRENT ZONING	COUNTY
PROPOSED ZONING	090 (CITY OF TUSCALOOSA)
OVERALL DENSITY:	3.98 DU/AC
PROPOSED NUMBER OF DWELLING UNITS	855
60 FT WIDE LOTS:	144
50 FT WIDE LOTS:	236
25 FT WIDE LOTS:	362
TOWNHOMES:	208
PHASE 1	
ACREAGE: 88.89 AC	DENSITY: 3.83 DU/AC
60 FT LOTS: 18	50 FT LOTS: 98
45 FT LOTS: 30	25 FT TOWNHOMES: 111
OPEN SPACE:	18.94 AC - 21.07%
PHASE 2	
ACREAGE: 73.18 AC	DENSITY: 4.39 DU/AC
60 FT LOTS: 23	50 FT LOTS: 81
45 FT LOTS: 120	25 FT TOWNHOMES: 27
OPEN SPACE:	14.58 AC - 19.9%
PHASE 3	
ACREAGE: 78.91 AC	DENSITY: 3.38 DU/AC
60 FT LOTS: 108	50 FT LOTS: 57
45 FT LOTS: 117	25 FT TOWNHOMES: 0
OPEN SPACE:	21.10 AC - 27.65%
SIDEWALK WIDTH:	4 FT
PROPOSED SETBACKS	
FRONT:	20 FT
REAR:	15 FT
SIDE:	5 FT
TYPICAL LOT DEPTH:	120 FT
OPEN SPACE:	54.29 AC - 25.13%

EDG
 ENGINEERING DESIGN GROUP
 1500 W. UNIVERSITY BLVD. SUITE 300
 TUSCALOOSA, AL 35604
 PHONE: 205-681-9199
 FAX: 205-681-9198

NOT FOR CONSTRUCTION

PROJECT ADDRESS: 6800 HARGROVE RD EAST
 TUSCALOOSA, AL

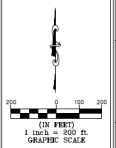
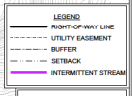
SHEET TITLE: OVERALL MASTER PLAN

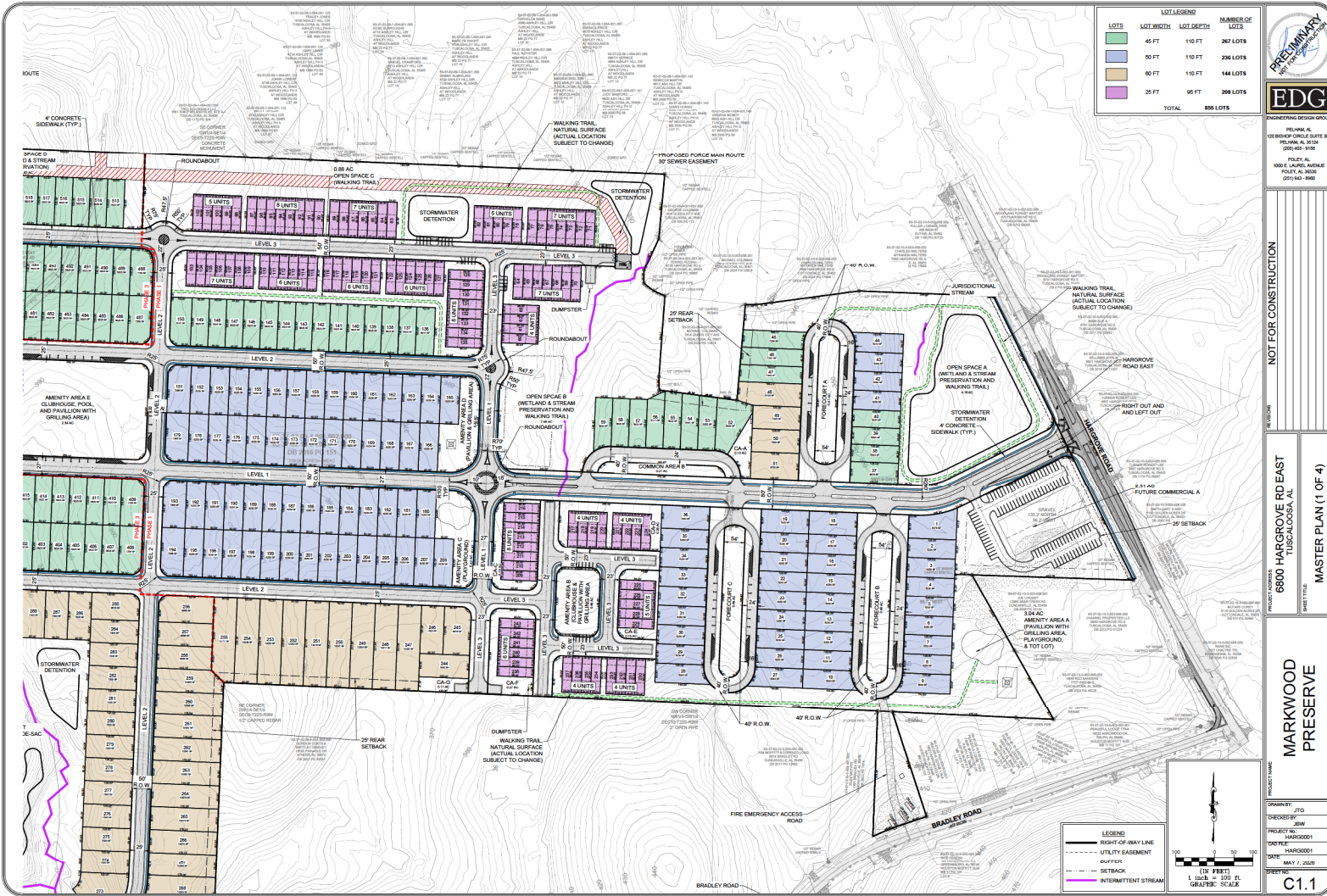
MARKWOOD PRESERVE

DATE: MAY 7, 2025
 DRAWN BY: HAR00001
 CHECKED BY: JEW
 PROJECT NO: HAR00001
 SCALE: 1" = 300' PL. GRAPHIC SCALE

C1.0

LOT LEGEND			
LOTS	LOT WIDTH	LOT DEPTH	NUMBER OF LOTS
45 FT	110 FT	110 FT	267 LOTS
50 FT	110 FT	110 FT	236 LOTS
60 FT	110 FT	110 FT	144 LOTS
25 FT	65 FT	95 FT	208 LOTS
TOTAL			858 LOTS





LOT LEGEND			
LOTS	LOT WIDTH	LOT DEPTH	NUMBER OF LOTS
Green	45 FT	110 FT	267 LOTS
Blue	50 FT	110 FT	236 LOTS
Purple	60 FT	110 FT	144 LOTS
Orange	25 FT	95 FT	288 LOTS
TOTAL			895 LOTS



ENGINEERING DESIGN GROUP
 FREDAL, AL
 125 BISHOP DRIVE SUITE 300
 PRICHARD, AL 37380
 (205) 621-1150
 FOLEY, AL
 1002 LAUREL HAVEN
 FOLEY, AL 36525
 (251) 442-9988

NOT FOR CONSTRUCTION

PROJECT ADDRESS
6800 HARGROVE RD EAST
 TUSCALOOSA, AL

MARKWOOD PRESERVE

DATE: MAY 7, 2020
 SCALE: 1" = 300'
 1" = 100 FT
 GRAPHIC SCALE

C.1.1

MASTER PLAN (1 OF 4)



EDG

ENGINEERING DESIGN GROUP
FELDMAN, A.L.
DB 2023 PG 3436
PARCEL II
DB 1176 PG 294
DB 2006 PG 12782
DB 1240 PG 143
DIRT ROAD

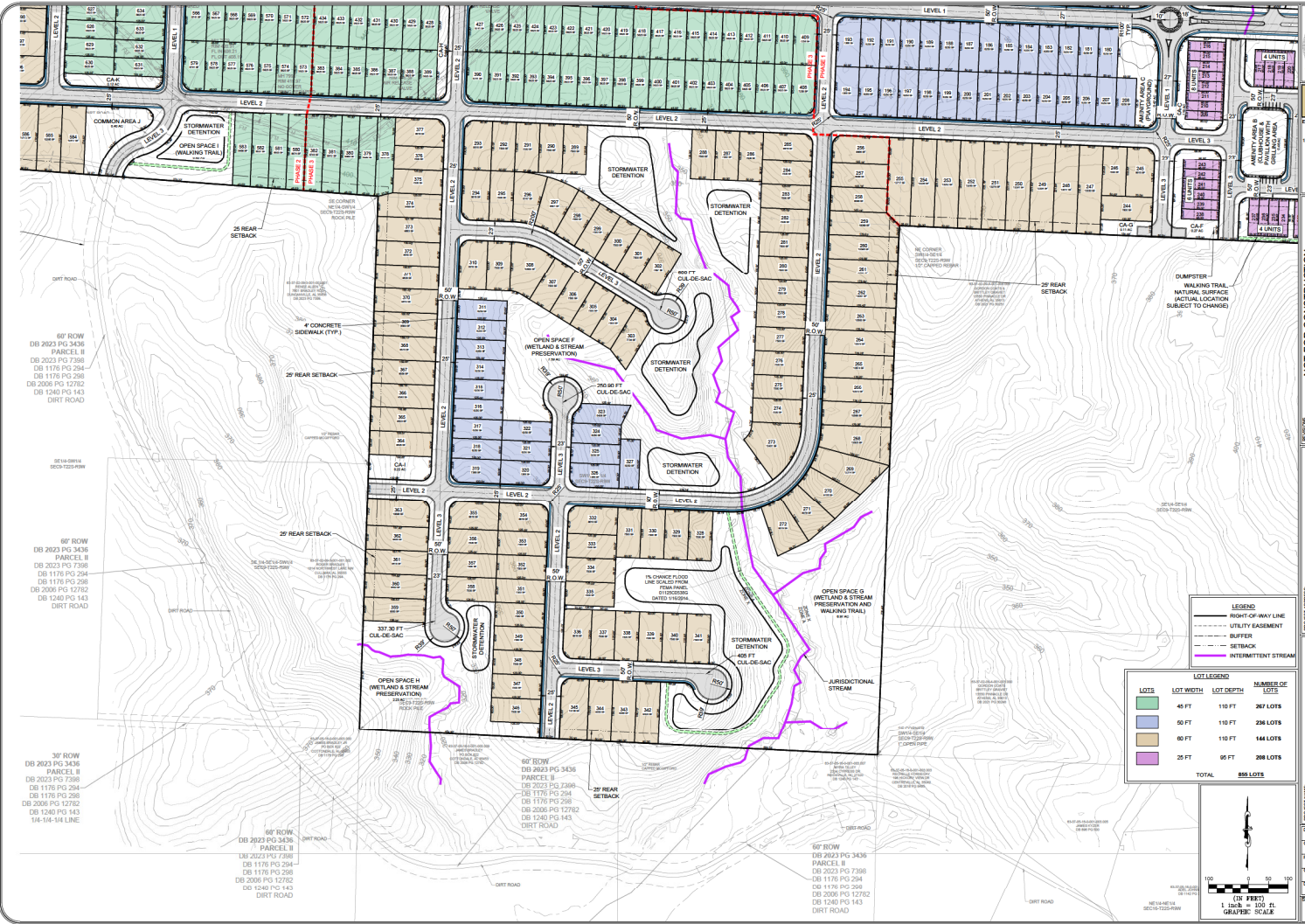
NOT FOR CONSTRUCTION

PROJECT ADDRESS: 6800 HARGROVE RD EAST TUSCALOOSA, AL
SHEET TITLE: MASTER PLAN (2 OF 4)

MARKWOOD PRESERVE

DRAWN BY: JTG
CHECKED BY: JEW
PROJECT NO: HAR00001
DATE: MAY 7, 2024
SCALE: 1" = 300'

C12

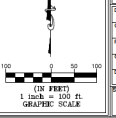


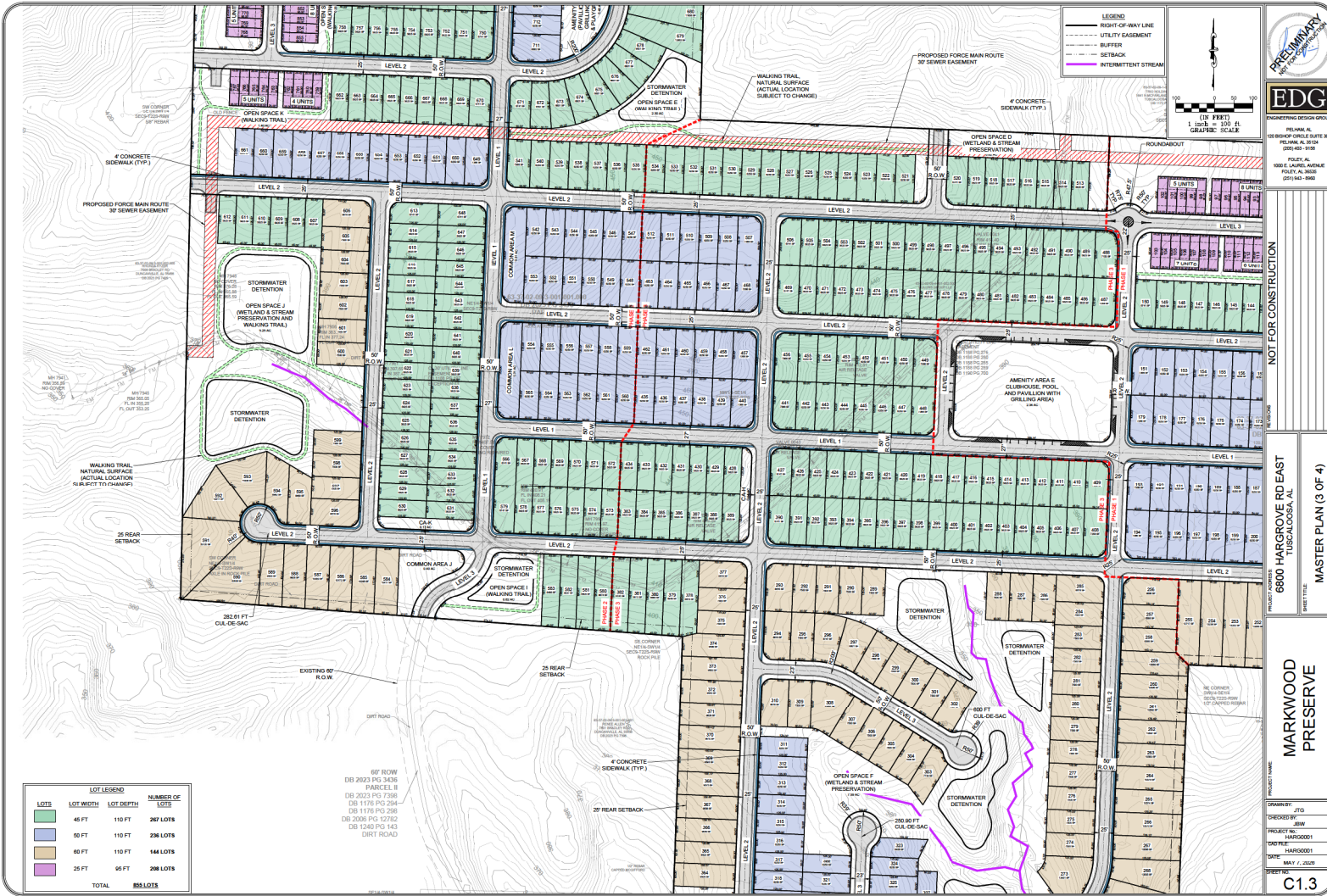
LEGEND

- RIGHT-OF-WAY LINE
- UTILITY EASEMENT
- BUFFER
- SETBACK
- INTERMITTENT STREAM

LOT LEGEND

LOTS	LOT WIDTH	LOT DEPTH	NUMBER OF LOTS
(Green)	45 FT	110 FT	267 LOTS
(Blue)	50 FT	110 FT	236 LOTS
(Yellow)	60 FT	110 FT	144 LOTS
(Purple)	25 FT	95 FT	268 LOTS
TOTAL			915 LOTS





LOT LEGEND			
LOTS	LOT WIDTH	LOT DEPTH	NUMBER OF LOTS
[Green Box]	45 FT	110 FT	267 LOTS
[Blue Box]	50 FT	110 FT	236 LOTS
[Orange Box]	60 FT	110 FT	144 LOTS
[Purple Box]	25 FT	66 FT	208 LOTS
TOTAL			855 LOTS

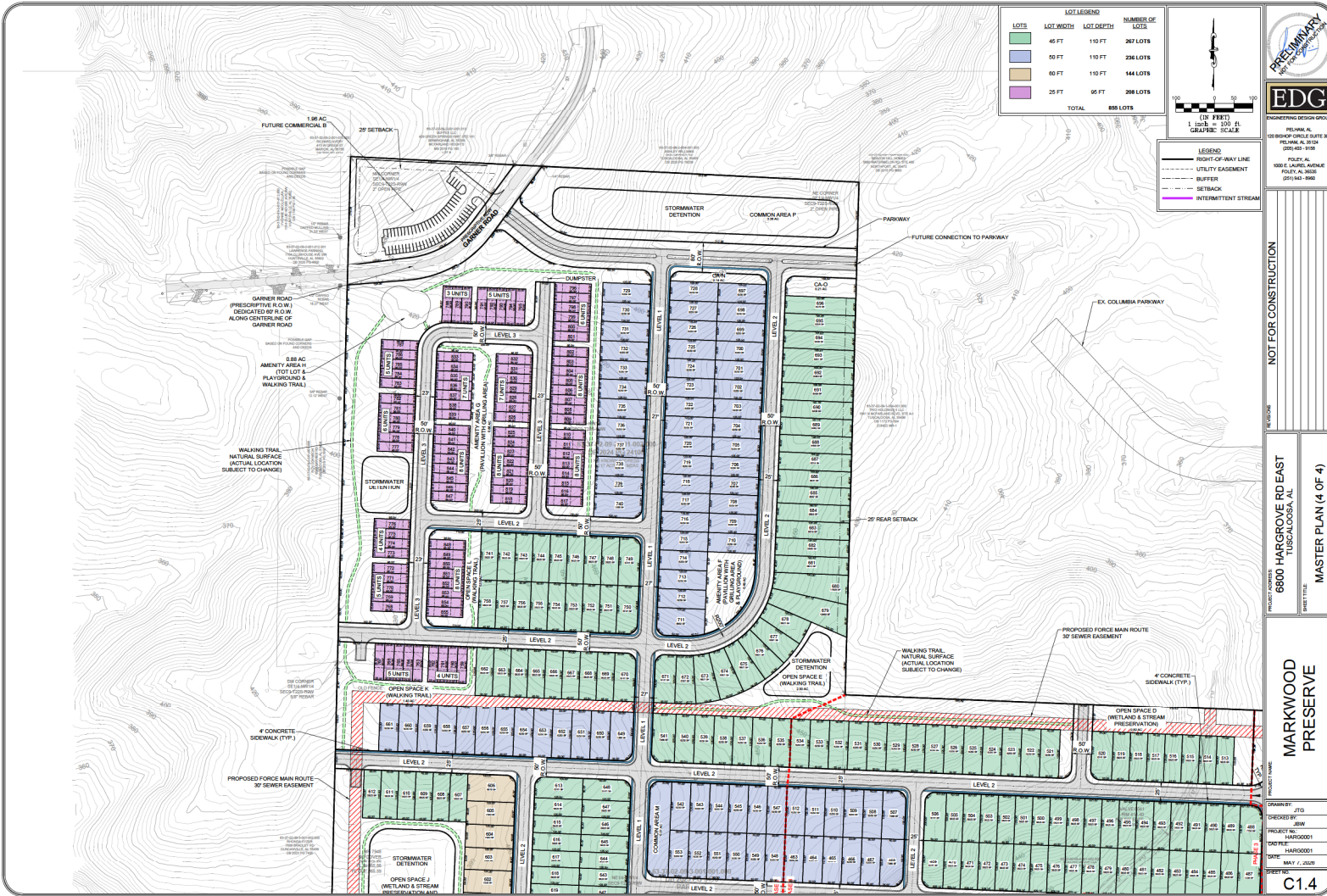
60' ROW
 DB 2923 PG 3436
 PARCEL B
 DB 2023 PG 7266
 DB 1176 PG 244
 DB 1176 PG 236
 DB 2008 PG 2732
 DB 1240 PG 143
 DIRT ROAD

EDG
 ENGINEERING DESIGN GROUP
 FREDAL, AL
 155 BIRCHWOOD DRIVE SUITE 80
 PRICHARD, AL 37380
 FOLEY, AL
 1000 E. LAUREL AVENUE
 FOLEY, AL 36525
 2023 140-1988

NOT FOR CONSTRUCTION

PROJECT ADDRESS: 6800 HARGROVE RD EAST
 TUSCALOOSA, AL
 SHEET TITLE: MASTER PLAN (3 OF 4)

PROJECT NAME: MARKWOOD PRESERVE
 DRAWN BY: JTG
 CHECKED BY: JEW
 PROJECT NO: HAR00001
 DATE FILED: HAR00001
 DATE: MAY 7, 2024
 SCALE: C13



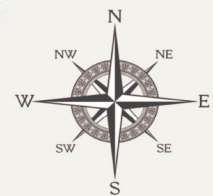
ENGINEERING DESIGN GROUP
 FEDERAL, AL
 150 BISHOPVILLE SQUARE SUITE 300
 FLORENCE, AL 35243-1919
 PHONE: 205-651-9100
 FAX: 205-651-9101
 PROJECT NUMBER: 6800 HARGROVE RD EAST
 SHEET TITLE: MASTER PLAN (4 OF 4)

PROJECT NUMBER: 6800 HARGROVE RD EAST
 TUSCALOOSA, AL
 SHEET TITLE: MASTER PLAN (4 OF 4)
 DESIGNER: JTG
 CHECKER: JEW
 PROJECT NO: HAR00001
 SHEET NO: HAR00001
 DATE: MAY 7, 2020



LOT LEGEND

LOTS	LOT WIDTH	LOT DEPTHS	NUMBER OF LOTS
	45 FT	125 FT	267 LOTS
	50 FT	125 FT	236 LOTS
	40 FT	125 FT	144 LOTS
	25 FT	85 FT	216 LOTS
	TOTAL		863 LOTS



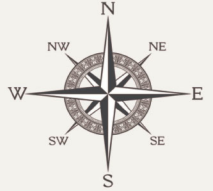
MARKWOOD PRESERVE MASTER PLAN

6800 HARGROVE RD EAST, TUSCALOOSA, AL



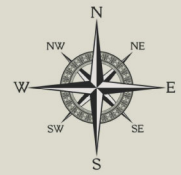
LOT LEGEND

LOTS	LOT WIDTH	LOT DEPTHS	NUMBER OF LOTS
	45 FT	125 FT	267 LOTS
	50 FT	125 FT	236 LOTS
	60 FT	125 FT	144 LOTS
	25 FT	83 FT	216 LOTS
	TOTAL		863 LOTS



MARKWOOD PRESERVE MASTER PLAN

6800 HARGROVE RD EAST, TUSCALOOSA, AL



ROADWAY IMPROVEMENTS

MARWOOD PRESERVE, 6800 HARGROVE RD EAST
TUSCALOOSA, AL

LEGEND	
	RIGHT-OF-WAY LINE
	UTILITY EASEMENT
	BUFFER
	SETBACK
	INTERMITTENT STREAM

Development Overview

Applicant / Petitioner:
Ready Land Co.

Property Owners:
Rechelle Kornegay; The Mullins Group; Teresa Rice; and Thomas Patton

Engineer:
Engineering Design Group (EDG)

Project Location:
6800 Hargrove Road East, Tuscaloosa, Alabama

Introduction and Request

This narrative is submitted in support of the annexation, rezoning, and General Planned Development request for Markwood Preserve, a proposed master-planned, mixed residential neighborhood with integrated amenities and future commercial tracts. The subject property is presently located in unincorporated Tuscaloosa County and is currently county-zoned open space. The request contemplates annexation of the entire property into the City of Tuscaloosa, default city zoning to SFR-1 upon annexation, and rezoning of the property from SFR-1 to GPD in order to implement the proposed master plan. Consistent with Planning and Zoning staff direction, the application is also accompanied by a detailed preliminary plat for Phase I, while the balance of the property is shown on the master plan for later subdivision and preliminary plat review as subsequent phases are advanced.

Markwood Preserve is intended to provide a high-quality for-sale residential community offering a range of housing opportunities, including entry-level townhomes, move-up single-family detached homes, and larger detached estate homes on wider lots. The development is designed to provide meaningful neighborhood amenities, preserve common open areas, organize development into logical phases, and accommodate a future commercial area that is included within the GPD but will be developed later pursuant to a separate detailed site plan and any additional approvals then required.

Property Description

The project consists of five parcels under multiple ownership, assembled into a single coordinated master-planned development. Based on the current concept plan materials, the property contains approximately 216.27 acres for residential development and another 3.41 acres for commercial development. The property fronts Hargrove Road to the east, Garner Road to the west, and Bradley Road to the south. Required right-of-way dedication, road improvements, sidewalk improvements, and related off-site transportation improvements will be shown on the applicable preliminary plat and construction plans in coordination with the City of Tuscaloosa Planning and Engineering staff.

Purpose of the GPD Request

The GPD request is necessary to permit a cohesive master-planned community that is superior in design, amenity level, and land planning quality to what would likely be achieved through strict application of the base district alone. The proposed development combines multiple residential product types, substantial common amenities, common open areas, coordinated infrastructure, internal connectivity, and future commercial development under a single integrated plan. The GPD format also allows the city to review the project comprehensively, establish the approved development standards through the PD plan and agreement, and ensure that each phase proceeds in a manner consistent with the overall approved concept.

Proposed Land Use Program

Markwood Preserve is proposed as a mixed residential, for-sale community with future commercial acreage. The current and revised intended land use program is as follows:

Detached single-family residential:

144 lots at approximately 60-foot widths

278 lots at approximately 50-foot widths

267 lots at approximately 45-foot widths

Approximate SF-D home sizes: between 1,474 and 2,768 square feet

Attached townhome residential:

216 lots at approximately 25-foot widths, comprising 35 buildings

Typical townhome building configuration: 6-units

Approximate townhome size: 1,789 – 1,801 square feet per unit

Future Commercial Tract:

The Markwood Preserve GPD incorporates a hamlet-style commercial element as a small-scale, neighborhood-oriented commercial use intended to complement and support the residential character of the overall development. The master plan shows this commercial component in two separate areas, allowing the commercial uses to be distributed in a manner that better relates to the project's frontage, entrances, and internal circulation system rather than creating a single concentrated commercial block. These areas are intended to accommodate limited retail, dining, service, and similar neighborhood-serving uses on a compact footprint, with the goal of providing convenient daily services and small-scale gathering opportunities for residents and the surrounding area. This commercial pattern is intended to function as an integrated amenity within the master plan and to remain compatible with adjacent residential areas, open space, and the proposed street framework.

Common Areas/Accessory Uses:

- Two Clubhouses
- Pool
- Pavilion and Grilling Area
- Walking Trails
- Dog Park

- Multiple Tot Lots/Playgrounds
- Stormwater Facilities
- Mail Kiosk Areas
- Open Space
- Landscaped Entry Features
- Other customary accessory improvements

The residential architecture submitted with the application is illustrative and intended to demonstrate the anticipated character, scale, and quality of the proposed homes and townhomes. The elevations are not intended to lock the development into a single builder or a single final product lineup, and product options may evolve so long as they remain generally consistent with the approved character and standards of the GPD.

Parking:

The proposed development provides parking in compliance with the following standards: two (2) parking spaces for each single-family detached dwelling unit; two (2) parking spaces for each townhome dwelling unit; and one (1) additional guest parking space for every five (5) townhome units.

Residential Units

The proposed development includes both single-family detached dwellings and townhouse units, which are identified as “A” (Allowed) uses within the GPD district, as outlined in Sec. 25-99, Agricultural and Residential Principal Use Table of the City of Tuscaloosa Code of Ordinances.

Permitted Building Height

In accordance with applicable standards, the residential component will adhere to the following building height limitations:

- Single-family detached dwellings: maximum building height of thirty-five (35) feet
- Townhouse dwellings: maximum building height of thirty-five (35) feet

These height limitations ensure compliance with the governing regulations while maintaining a consistent residential scale throughout the development.

Setbacks

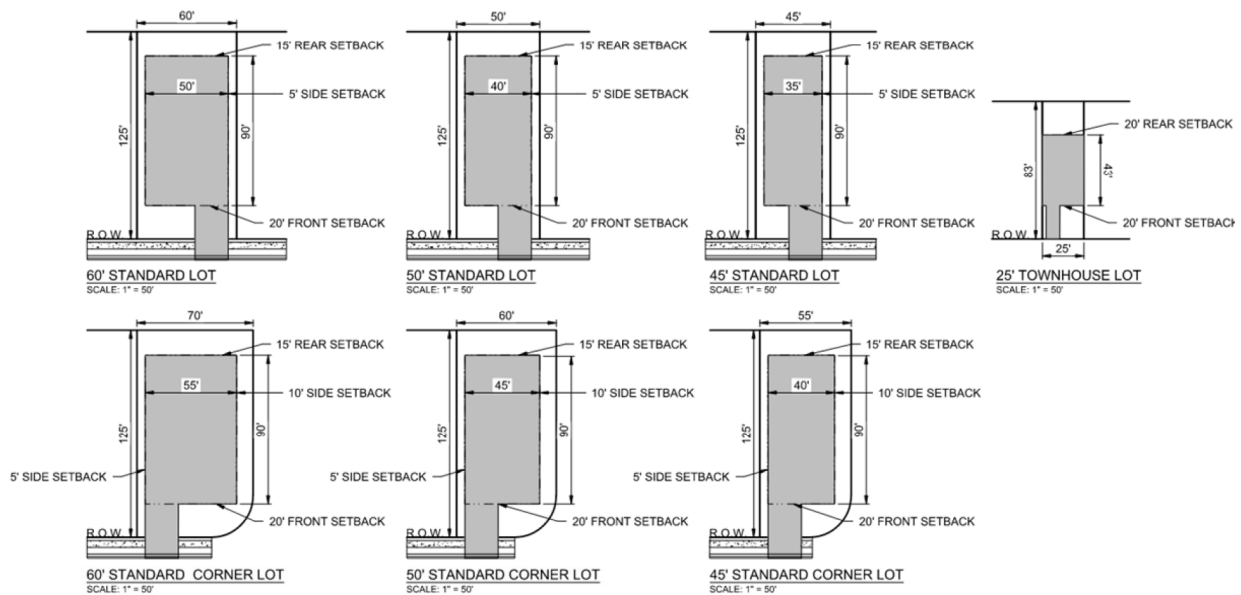
The development has been designed to establish a consistent and well-organized layout that supports both functionality and visual cohesion. The proposed setback standards are intended to provide appropriate spacing between structures, ensure compatibility with surrounding uses, and promote an attractive streetscape throughout the project.

The proposed setbacks are illustrated in Table 1.

Table 1. Residential Lot Setbacks

	60'/50'/45' Standard Lot	60'/50'/45' Corner Lot	25' Townhouse Lot
Front	20 ft	20/10 ft	20 ft
Rear	15 ft	15 ft	20 ft
Side	5 ft	5 ft	

TYPICAL LOT CONFIGURATION:



Permitted Building Materials

The residential components of the development will incorporate high-quality, durable materials that promote architectural consistency and long-term value. The following standards will apply:

- Primary Exterior Vener Materials: Permitted primary veneer materials include brick, stone, and cement board siding, which will serve as the dominant exterior finishes.
- Fiber Cement Siding: Fiber cement board siding and shakes are permitted, with smooth finishes preferred to maintain a clean and cohesive appearance.
- Approved Exterior Materials:
 - Acceptable materials include brick, stone, wood siding, wood shingles, man-made stone, and cementitious siding or shakes, subject to approval by the DRC. Where siding or shakes are used as the predominant material, a brick or stone base will be required.
 - A combination of materials may be used on a structure; however, one primary material shall dominate the overall exterior. Residential units will incorporate consistent facade treatments, including brick requirements where applicable.

- Brick types and colors will be compatible with the architectural style of the home. Natural stone shall be appropriate in color and pattern and is subject to DRC review and approval.
- Approved roofing materials include pre-finished standing seam metal or copper, slate or synthetic slate, wood shingles or shakes, and dimensional asphalt or fiberglass shingles.
- All entry and window trim, soffits, fascia, cornices, and similar architectural elements shall be constructed of painted wood or other DRC-approved materials.
- Porch flooring shall consist primarily of wood decking, which will be painted or stained in a DRC-approved color. Concrete or other synthetic materials may be permitted upon approval. Concrete porches are encouraged to include brick edging.

Density, Lot Standards, and Development Character

The development is intentionally planned at a conservative density. The base density framework for an SFR-1-based GPD is 4 dwelling units per acre of gross site area, however, Table IV-63 in the Code of Ordinances notes that if major recreation amenities such as swimming pools, tennis courts, walking trails, bikeways, or similar recreation facilities are provided for the residents of the GPD, an increase of two dwelling units an acre may be allowed. Markwood Preserve is designed to include that level of amenity investment; however, the intent of this application is not to maximize density at a cost to the quality, character, and balance of the project. The development will be advanced at an overall density just under 4 dwelling units per acre, thereby remaining well below the higher density of 6 units per acre that could potentially be sought if the amenity bonus were fully utilized.

The GPD Master Plan shows attached single-family lots at 25-foot widths, and detached single-family lots at 45, 50, and 60-foot widths. The attached single-family lots shall observe front setbacks of 20 feet, rear setbacks of 15 feet, and end-unit side setbacks of 5 feet. The detached single-family lots shall observe front setbacks of 20 feet, rear setbacks of 15 feet, and side setbacks of 5 feet.

Open Space, Amenities, and Common Area Ownership

A defining component of Markwood Preserve is the provision of meaningful common amenities and usable open space, with a total of 54.29 acres dedicated to open space, representing 25.13% of the overall site. The development is planned to include two clubhouses, a pool, a walking trail system, a dog park, a pavilion and grilling area, multiple tot lots or playgrounds, landscaped entrance features, open space areas, and common stormwater tracts. The overall intent is to create a neighborhood environment with multiple gathering spaces and recreation opportunities distributed across the community.

The amenities will be phased with development. One clubhouse, the pool, portions of the trail system, tot lots, the pavilion and grilling area, and green space are intended to be delivered in an early phase of the project, with the remaining clubhouse, additional trail segments, dog park, tot lots, and green space to be delivered in later phases as the corresponding neighborhoods are developed.

All amenity areas, open space tracts, common landscaped areas, private drainage facilities, and other common improvements are intended to be owned and maintained by a master homeowners association or similar mandatory owners' association established for the development. The HOA will be responsible for the maintenance of the clubhouses, pool, trails, dog park, tot lots, common open space, private drainage facilities, and similar common improvements, together with enforcement of applicable development standards and community rules.

Commercial Tract

Markwood Preserve includes a future commercial component that is part of the overall GPD but is not proposed for immediate vertical development as part of the initial residential phase. The commercial tract is intended to remain within the approved GPD master plan and to be advanced at a later date through a detailed site plan showing the proposed use or mix of uses, building placement, parking, access, architecture, landscaping, signage, utilities, and stormwater design.

Permitted Building Height

The proposed commercial component of the development will comply with the applicable building height standards, with all commercial buildings limited to a maximum height of thirty-five (35) feet and no more than two (2) stories. This ensures consistency with the governing regulations while maintaining a scale that is compatible with the surrounding area and the overall character of the development.

Setbacks

Commercial properties located along Hargrove Road and Garner Road will adhere to the following setback requirements:

- Front: twenty-five (25) feet
- Rear: twenty-five (25) feet
- Side: twenty-five (25) feet

Permitted Commercial Uses

The commercial component of the proposed GPD is intended to support a complementary mix of neighborhood-serving and community-oriented uses that enhance the overall functionality and livability of the project. These uses are envisioned to provide convenient access to goods and services for residents and the surrounding area while fostering a cohesive, walkable, and economically sustainable development pattern.

All proposed commercial uses are permitted within the Planned Development (PD) zoning district and are identified as "Allowed (A)" pursuant to Section 25-101 (Commercial Principal Use Table) of the Tuscaloosa Code of Ordinances. The scale and character of these uses will be designed to ensure compatibility with adjacent residential areas and to contribute positively to the overall character of the development.

A summary of the permitted commercial uses proposed within the GPD is provided in Table 2 below.

Table 2. Permitted Commercial Uses

Use Category	Specific Use	GPD District Status
Office	Office	Allowed (A)
Food & Beverage	Coffee House	Allowed (A)
Food & Beverage	Restaurant, Quick-Service	Allowed (A)
Food & Beverage	Restaurant, Sit-Down	Allowed (A)
Retail	Convenience Store	Allowed (A)
Retail	Retail Sales, Small	Allowed (A)

Permitted Building Materials

I. Primary materials. Primary material changes shall occur only at inside corners. The following materials are required for not less than seventy-five (75) percent of the building wall surface area on each façade:

- a. Brick and tile masonry;
- b. Natural stone (or synthetic equivalent), such as limestone, granite, and marble;
- c. Wood-clapboard or shingles;
- d. Glass curtain wall;
- e. Cementitious siding; and
- f. Stucco (cementitious finish).

II. Accent materials. The following materials may make up to twenty-five (25) percent of the building wall surface area on each facade:

- a. Pre-cast masonry (for trim and cornice elements only);
- b. External insulation finishing system—EIFS (for trim and cornice elements only);
- c. Gypsum reinforced fiber concrete—GFRC (for trim elements only);
- d. Metal (for beams, lintels, trim elements, and ornamentation);
- e. Split-faced block (for piers, foundation walls and chimneys only);
- f. Glass block;
- g. Vinyl shakes or shingles; and
- h. Vinyl clapboard (with a minimum thickness of 0.044 inches).

III. Alternative materials. The use of regionally-available materials is preferred.

Utilities and Infrastructure

All utilities within the development are intended to be underground.

Sanitary sewer service is proposed to utilize an existing sewer connection available on the property. The current temporary above-ground sewer line will be relocated and replaced with a permanent buried sewer system as part of development. The project is expected to require at least one lift station. Final sewer design, easement placement, line sizing, lift station design, and related details will be shown on construction plans and coordinated with the city and utility providers.

Water service is anticipated to be provided through the city of Tuscaloosa, once servicing rights are transferred from Mitchell Water. The Applicant understands that the water system ultimately serving the project will be coordinated with the city through the annexation and utility planning process.

Adequate water and sewer capacity are available to serve the development, subject to final engineering design, system upgrades if required, and normal agency review. Sidewalks, required roadway improvements, drainage infrastructure, stormwater management, and utility easements will be shown in greater detail on the Phase 1 preliminary plat, subsequent preliminary plats for later phases, and the construction document sets prepared thereafter.

Phasing Plan

The development is proposed to be constructed in three major phases, with each phase further divided into two sections. The phase boundaries are intended to follow the current phased concept exhibit submitted with the application:

Phase 1: two sections, 261 lots total

Phase 2: two sections, 323 lots total

Phase 3: two sections, 279 lots total

Phase 1

- Boundary: as shown on the Phase 1 area of the master plan and phased exhibit
- Residential program: 16 60-foot detached lots, 98 50-foot detached lots, 30 45-foot detached lots, 117 townhome units
- Amenities: clubhouse, pool, pavilion and grilling area, portions of the walking trail system, at least one tot lot or playground, and related open space and common areas

Phase 2

- Boundary: as shown on the master plan and phased exhibit
- Residential program: 23 60-foot detached lots, 81 50-foot detached lots, 120 45-foot detached lots, 99 townhome units
- Amenities: clubhouse, additional trail segments, at least one tot lot or playground, dog park, and related open space and common areas

Phase 3

- Boundary: as shown on the approved master plan and phased exhibit
- Residential program: 105 60-foot detached lots, 57 50-foot detached lots, 117 45-foot detached lots, 0 townhome units
- Amenities: remaining amenities not previously delivered together with additional open space and supporting infrastructure
- Commercial development will occur simultaneously with or subsequent to Phase 3.

Each phase will be held to the same level of detail and scrutiny as Phase 1 when submitted for preliminary plat approval, and each phase will independently comply with applicable density, access, utility, open space, amenity, and development standard requirements.

Phase 1 Narrative

Phase 1 of Markwood Preserve is the portion of the development shown as Phase 1 on the submitted phased master plan. Phase 1 is accompanied by a detailed preliminary plat showing the lot layout, rights-of-way, access points, utility corridors, drainage concept, stormwater tracts, open space tracts, amenity areas, and other information necessary to allow the Planning Commission and City Council to understand precisely what is being approved and, if approved, to allow the Applicant to proceed to construction documents and final plat preparation for this phase.

- Phase 1 acreage: 66.63 acres
- Phase 1 60-foot detached lots: 16
- Phase 1 50-foot detached lots: 98
- Phase 1 45-foot detached lots: 30
- Phase 1 townhome units: 117
- Phase 1 townhome buildings: 19
- Phase 1 density: 3.92 du/ac
- Phase 1 open space/common area acreage: 18.80 acres – 28.21%
- Phase 1 amenity program: one clubhouse, pool, pavilion and grilling area, tot lot, initial trail segments, landscaped entry features, related open space tracts, and supporting infrastructure

Use Summary for GPD

The following uses are proposed within the Markwood Preserve GPD:

Primary residential uses:

For-sale detached single-family dwellings

For-sale townhome dwellings

Accessory and common uses:

Clubhouses

Swimming pool and related pool facilities

Pavilion and grilling area

Tot lots/playgrounds

Dog park

Walking trails and pedestrian connections

Mail kiosk areas

Entry features and monument signage

Open space tracts

Stormwater tracts and drainage facilities

Utility infrastructure, including lift station(s), as needed

Future nonresidential use area:

Commercial development within the designated commercial tract, with final use mix and design to be established through a later detailed site plan and any additional approvals then required

Only those uses identified as permitted in the approved PD plan and agreement are intended to be authorized within the GPD.

Compatibility and Neighborhood Character

Markwood Preserve is intended to be compatible with the surrounding area through its conservative density, variety of housing choices, coordinated internal street pattern, provision of common amenities, preservation of open areas, and phased delivery of infrastructure. Rather than maximizing the unit yield that could potentially be sought under the ordinance, the project remains closer to the 4 dwelling unit per acre benchmark and combines that restrained density with a robust amenity package and meaningful common open space. This balance is central to the project's design approach.

The community is also intended to provide a graduated range of housing choices, with townhomes serving as an attainable entry point, 45-foot detached lots supporting young families, 50-foot detached lots supporting move-up family housing, and 60-foot detached lots providing larger estate home opportunities. Current pricing is anticipated to range generally from the high \$200,000s to the mid-\$500,000s, depending on final product mix, lot location, and market conditions.

Additional Stipulations

The following stipulations are proposed to accompany the GPD approval:

- a. Markwood Preserve shall be developed substantially in accordance with the approved PD plan, PD agreement, approved preliminary plats, and approved construction plans for each phase.
- b. Phase 1 is being submitted and reviewed in detailed preliminary plat form concurrently with the GPD request. Subsequent phases shall be submitted later with preliminary plats of similar detail before development of those phases proceeds.
- c. All utilities within the development shall be underground.
- d. Sewer service shall be provided through the existing sewer connection on the property. The temporary above-ground sewer line currently serving the site will be replaced with a permanent buried sewer line, relocated as needed, and improved in accordance with final engineering.
- e. Water service shall be coordinated for transition from Mitchell Water service to City of Tuscaloosa service as part of project development.
- f. All common open space, amenity areas, private drainage facilities, and similar common improvements shall be owned and maintained by a master homeowners association.
- g. The future commercial tract shall remain part of the approved GPD master plan and shall be developed later pursuant to a detailed site plan and all other approvals then required.
- h. The Applicant reserves the right to refine lot counts, product allocation, amenity timing, and phase sequencing in later detailed submissions, provided that the development remains in substantial conformity with the approved PD plan and agreement and that each phase independently complies with applicable density and development standards.
- i. Any required right-of-way dedications, half-street improvements, sidewalks, drainage improvements, and related infrastructure obligations identified by the city shall be shown on the applicable phase-specific plat and construction documents.

Conclusion

Markwood Preserve is proposed as a coordinated, high-quality, for-sale residential GPD that offers a range of housing opportunities, substantial neighborhood amenities, preserved common areas, logical phasing, coordinated infrastructure, and a commercial component within a unified development framework. The project is intentionally planned at a conservative density relative to the ordinance framework and is designed to provide a better overall land planning outcome than would be achieved through a more rigid conventional approach. The Applicant respectfully requests approval of the annexation, rezoning to GPD, and associated Phase 1 preliminary plat so that the project may proceed in an orderly and transparent manner consistent with the city's review process.

Planned Development (PD) Plan And Narrative

Section 25-91.C.1

This section addresses the requirements of Section 25-91.c.1 of the City of Tuscaloosa Zoning Ordinance for a General Planned Development. Each required element is listed below and followed by a project-specific response describing how Markwood Preserve complies with the ordinance and implements the proposed master-planned development framework.

i. A PD plan shall at a minimum identify the following, through the submission of plans, elevations, narrative (see subsection ii. below), and similar materials:

(a) The planning and development goals for the PD district;

The proposed Markwood Preserve General Planned Development is intended to create a cohesive, high-quality master-planned neighborhood that provides a superior land planning outcome compared to a conventional subdivision developed strictly under base district standards. The primary goals of the development are to provide a coordinated residential community with a range of housing options, meaningful amenities, substantial common open space, integrated infrastructure, internal connectivity, and a limited future neighborhood-serving commercial component, all within a unified master plan reviewed comprehensively by the City. The GPD format is requested specifically to allow the City to establish the approved development framework through the PD plan and agreement and to ensure that each phase proceeds in a manner consistent with the overall approved concept.

(b) The principal, accessory, and temporary uses permitted in the PD district and any standards that apply to specific uses in the district, in accordance with article V, use regulations;

The principal uses proposed within Markwood Preserve are for-sale detached single-family dwellings and for-sale townhome dwellings. Accessory and common uses include clubhouses, swimming pool and related pool facilities, pavilion and grilling area, tot lots and playgrounds, dog park, walking trails and pedestrian connections, mail kiosk areas, entry features and monument signage, open space tracts, stormwater tracts and drainage facilities, and utility infrastructure including lift stations as needed. The GPD also includes a future commercial component intended to accommodate limited neighborhood-serving uses, including office, coffee house, quick-service restaurant, sit-down restaurant, convenience store, and small-scale retail sales. These commercial areas are part of the overall GPD but are intended to be developed later pursuant to a separate detailed site plan and any additional approvals then required. Only those uses identified in the approved PD plan and agreement are intended to be authorized within the GPD.

(c) The general location of each development area in the PD district, its acreage, types and mix of land uses, number of residential units (by use type), nonresidential floor area (by use type), residential density, and nonresidential intensity;

Markwood Preserve consists of multiple assembled parcels under coordinated ownership and development control located at 6800 Hargrove Road East. The property contains approximately 216.27 acres planned for residential development and approximately 3.41 acres

designated for future commercial development. The master-planned residential program includes 144 detached single-family lots at approximately 60-foot widths, 236 detached single-family lots at approximately 50-foot widths, 267 detached single-family lots at approximately 45-foot widths, and 216 townhome units on approximately 25-foot-wide lots in 35 buildings. Detached homes are anticipated to range from approximately 1,474 square feet to 2,768 square feet, and townhome units are anticipated to range from approximately 1,789 to 1,801 square feet. The development is intentionally planned at a conservative overall density just under 4 dwelling units per acre, which remains below the higher density that might otherwise be pursued through the ordinance's amenity-based density framework. The future commercial component is shown in two separate areas and is intended to remain small-scale and neighborhood-oriented, with final building area and detailed site layout to be determined at the time of later site plan review.

(d) The dimensional standards that apply in the PD district;

The GPD establishes a clear dimensional framework for the proposed residential portions of the development. Attached townhome lots are proposed with front setbacks of 20 feet, rear setbacks of 15 feet, and end-unit side setbacks of 5 feet. Detached single-family lots are proposed with front setbacks of 20 feet, rear setbacks of 15 feet, and side setbacks of 5 feet. The detached lot program includes 45-foot, 50-foot, and 60-foot lot widths, thereby allowing a variety of housing products and streetscape conditions while maintaining a consistent overall development pattern. Any future commercial dimensional standards, building placement requirements, and related site design elements will be addressed in the later detailed site plan for those areas, consistent with the approved GPD framework and applicable ordinance requirements.

(e) Where relevant, the standards and requirements that ensure development on the perimeter of the PD district is designed and located to be compatible with the character of adjacent existing or approved development. Determination of compatible character shall be based on densities/intensities, lot size and dimensions, building height, building mass and scale, form and design features, building materials, hours of operation, exterior lighting, and siting of service areas;

The proposed development is designed to remain compatible with surrounding properties and the broader character of the area. Compatibility is advanced through the project's restrained overall density, its range of lot sizes and housing types, the distribution of common open space, and the planned location and design of future commercial areas. Rather than maximizing allowable density, the project remains near the 4 dwelling unit per acre benchmark and combines that density with a robust amenity package and significant open space. The future commercial component is intentionally limited in scale and split into two smaller neighborhood-serving areas rather than concentrated into a single larger commercial block. As those commercial areas move forward, detailed site planning will address architecture, lighting, access, screening, landscaping, service areas, and similar design considerations to ensure compatibility with adjacent residential portions of the community and nearby properties.

(f) The general location, amount, and type (whether designated for active or passive recreation) of open space;

Open space is a central organizing feature of the Markwood Preserve plan. The development includes approximately 54.29 acres of open space, representing approximately 25.13 percent of the overall site. This open space includes both active and passive recreational areas and is intended to support a neighborhood environment with multiple gathering spaces distributed throughout the community. Planned amenity and open space elements include two clubhouses, a pool, walking trail system, dog park, pavilion and grilling area, multiple tot lots or playgrounds, landscaped entrance features, green space areas, and common stormwater tracts. In Phase 1 alone, approximately 18.80 acres, or 28.21 percent of the phase area, is devoted to open space and common area.

(g) The location of environmentally sensitive lands, resource lands, wildlife habitat, and waterway corridors, and measures to ensure protection of these lands consistent with the requirements of this section and this ordinance;

The development will be designed and engineered with due regard for environmentally sensitive areas, natural drainage features, and other site resources. Preservation areas, common open space, and drainage tracts are incorporated into the overall GPD framework, and the final location and treatment of sensitive areas will be refined during detailed engineering, subdivision, and construction plan review. As later phases advance, lot layout, utility placement, grading, stormwater design, and infrastructure improvements will be coordinated so that sensitive lands and drainage features are protected in accordance with applicable city, state, and federal requirements. Where necessary, such areas will be preserved within common tracts or open space areas and managed in a manner consistent with the approved development framework and applicable permitting requirements. This approach ensures that natural features are addressed comprehensively as part of the phased review process rather than deferred or treated in isolation.

(h) The on-site sidewalks and pedestrian circulation system and how it will connect to off-site sidewalks and pedestrian systems, consistent with the requirements of this ordinance;

The proposed development includes an integrated pedestrian circulation system consisting of sidewalks, walking trails, and internal pedestrian connections linking residential areas with open space, amenities, and future neighborhood-serving commercial areas. The narrative and accompanying plans contemplate internal pedestrian connectivity as a core feature of the community design. Required sidewalks and related pedestrian improvements will be shown in greater detail on the Phase 1 preliminary plat, later preliminary plats for subsequent phases, and related construction documents. Off-site sidewalk and frontage improvements required by the City will likewise be coordinated through plat and engineering review so that the development connects appropriately with the surrounding public realm and roadway system.

(i) The general design and layout of the on-site streets and transportation circulation system, including the general location of all public streets, existing or projected transit corridors, and how they interface with the pedestrian circulation system (sidewalks and pedestrian and bicycle pathways and trails), and connect to existing and planned city and regional systems, consistent with the requirements of this ordinance;

Markwood Preserve is organized around a coordinated internal street network that serves residential neighborhoods, amenity areas, and the future commercial tracts while connecting the development to Hargrove Road, Garner Road, and Bradley Road. The development is

intentionally laid out as a connected master-planned community rather than a series of disconnected pods. Required right-of-way dedication, roadway improvements, sidewalk improvements, and related off-site transportation improvements will be shown on the applicable preliminary plats and construction plans in coordination with City staff. As each phase advances, the internal street system, access points, emergency access, and pedestrian interfaces will be refined through the City's normal platting and engineering review process to ensure safe and efficient circulation throughout the development.

(j) The general location of on-site potable water and wastewater facilities, and how they will connect to existing and planned city and regional systems, consistent with the requirements of this ordinance;

Water and sewer service are integral components of the proposed development framework. Sanitary sewer service is proposed to utilize an existing sewer connection available on the property. The temporary above-ground sewer line currently serving the site will be relocated and replaced with a permanent buried sewer system as part of development, and the project is expected to require at least one lift station. Final sewer design, easement placement, line sizing, lift station design, and related details will be shown on construction plans and coordinated with the City and utility providers. Water service is anticipated to be provided through the City of Tuscaloosa once servicing rights are transitioned from Mitchell Water. The Applicant understands that utility service will be coordinated through the annexation and infrastructure planning process, and that adequate capacity is available subject to final engineering design, agency review, and any normal system upgrades that may be required.

(k) The general location of on-site storm drainage facilities, and how they will connect to existing and planned city systems, consistent with the requirements of this ordinance;

Storm drainage and stormwater management are incorporated into the GPD through the inclusion of common stormwater tracts, drainage facilities, and related infrastructure to be designed in detail as each phase proceeds. The narrative expressly identifies stormwater facilities as part of the common areas and accessory improvements for the community. Detailed stormwater management design, including the location and configuration of detention, conveyance, drainage easements, and outfall systems, will be shown on the phase-specific plats and construction documents and reviewed in accordance with City requirements. These facilities are intended to be coordinated with the site's open space pattern and maintained by the master homeowners' association as part of the common improvement framework.

(l) The general location and layout of all other on-site and off-site public facilities serving the development, including but not limited to: parks, schools, and facilities for fire protection, police protection, emergency management, stormwater management, and solid waste management;

The development includes community-serving amenities and open areas that will function as important recreational and gathering facilities for residents, including clubhouses, a pool, a dog park, tot lots, walking trails, a pavilion and grilling area, and open space areas. In addition to these on-site elements, the internal circulation and utility systems will be designed to support emergency access and normal municipal service delivery. Fire protection, police protection, emergency services, solid waste collection, and related public services will be provided in coordination with the City and appropriate service providers through the normal development

review process. Any dedications, easements, frontage improvements, or other infrastructure obligations identified by the City will be shown on the applicable phase-specific plats and construction documents.

(m) The ways in which transportation, potable water, wastewater, stormwater management, and other public facilities will be provided to accommodate the proposed development; and

Transportation improvements, potable water, wastewater service, stormwater facilities, and other public and quasi-public improvements will be provided through the phased design and development of the project. Internal streets, sidewalks, utility systems, drainage infrastructure, amenity areas, and associated common improvements will be designed, constructed, and installed as each phase is advanced. Water service will be coordinated through transition to City service. Wastewater service will be provided through the existing sewer connection and a permanent buried sewer system with lift station improvements as required by final engineering. Stormwater management will be provided through engineered on-site facilities designed in compliance with City standards. The phasing program ensures that infrastructure and amenities are delivered in a coordinated manner with each stage of development rather than deferred beyond the corresponding residential growth they are intended to serve.

(n) Any modifications to the development standards in article VI, development standards, that will be applied in the PD district, in accordance with table IV-61: development standards that may be modified. Any modifications to development standards shall be documented in the PD plan and the PD agreement, with a clear basis for why the change is needed, how it supports the purpose of the PD district, and how it supports high-quality development.

The GPD format is sought to allow a coordinated development pattern that integrates multiple residential product types, meaningful common amenities, preserved open space, coordinated infrastructure, and future commercial tracts within a single master-planned framework. To the extent the approved PD plan and agreement establish development standards that vary from otherwise applicable conventional standards, those standards are intended to support a higher-quality and more cohesive development outcome than would likely be achieved through rigid application of the base district alone. The central premise of the request is not to maximize yield, but to use the flexibility of the GPD process to achieve a more balanced neighborhood pattern, stronger amenities, better internal organization, and an overall development character that is superior to a conventional by-right approach. Any such standards will be those expressly reflected in the approved PD plan and agreement.

ii. A PD plan shall include a narrative of the proposed planned development, describing the concept of the planned development, its general character, its uses, and its development parameters and plan of development. The narrative shall identify the number and size of dwelling units and whether the dwelling units are planned for sale or rental, the size of nonresidential development, the expected total population of the planned development, the market it is intended to serve, arrangements for the ownership and maintenance of any common open space to include a copy of any covenants and restrictions to apply to property sold to homeowners, and other controls that are included to ensure the planned development accomplishes its objectives.

Markwood Preserve is proposed as a coordinated, for-sale master-planned neighborhood offering a broad range of residential opportunities together with integrated amenities, common open space, and future neighborhood-serving commercial areas. The development is intended to provide entry-level townhomes, move-up detached homes, and larger detached estate homes on wider lots, thereby serving a range of households within a unified community plan. The proposed residential program includes 863 total dwelling units consisting of 216 townhome units and 647 detached single-family lots in three lot-width categories. The commercial component is reserved for future development and is intended to remain small-scale and supportive of the residential character of the overall community. All common open space, amenity areas, private drainage facilities, and similar common improvements are intended to be owned and maintained by a master homeowners' association or similar mandatory owners' association. The submitted packet also includes proposed declaration and design review materials establishing the anticipated ownership, maintenance, and design-control framework for the community. Together, the PD plan, PD agreement, plats, design guidelines, and association documents provide the control structure needed to ensure that the development is implemented in accordance with its stated objectives and approved development character.

iii. If development in a PD district is proposed to be phased, the PD plan shall include a development phasing plan that identifies the general sequence or phases in which the district is proposed to be developed, including how residential and nonresidential development will be timed, how infrastructure (public and private) and open space and other amenities will be provided and timed, how development will be coordinated with the city's capital improvements program, and how environmentally sensitive lands will be protected and monitored.

The development is proposed to be constructed in three major phases, each further divided into two sections. Phase 1 consists of 261 lots, including 16 detached 60-foot lots, 98 detached 50-foot lots, 30 detached 45-foot lots, and 117 townhome units, together with a clubhouse, pool, pavilion and grilling area, portions of the walking trail system, at least one tot lot or playground, and related open space and common areas. Phase 2 consists of 323 lots, including 23 detached 60-foot lots, 81 detached 50-foot lots, 120 detached 45-foot lots, and 99 townhome units, together with a second clubhouse, additional trail segments, at least one tot lot or playground, dog park, and related open space and common areas. Phase 3 consists of 279 lots, including 105 detached 60-foot lots, 57 detached 50-foot lots, and 117 detached 45-foot lots, together with the remaining amenities, additional open space, and supporting infrastructure. The commercial component is intended to occur simultaneously with or subsequent to Phase 3. Each phase will be subject to detailed preliminary plat review and construction plan review to ensure compliance with applicable density, access, utility, open space, amenity, and development standard requirements.

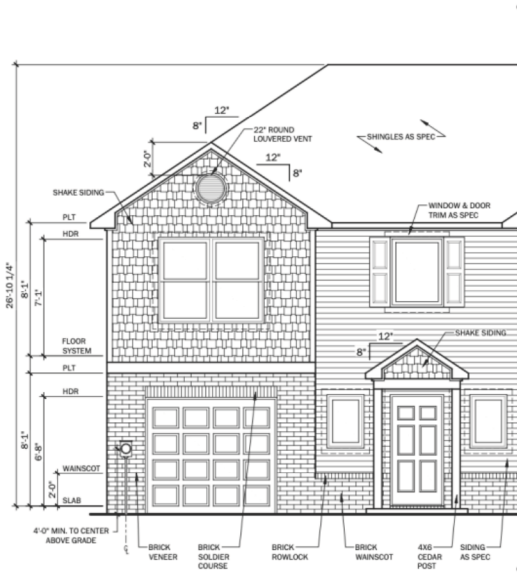
iv. The PD plan may include a conversion schedule that identifies the extent to which one type of use may be converted to another type of use.

No conversion schedule is proposed as part of the current GPD submission. The project is presented as a defined combination of residential development, common amenities, open space, and future neighborhood-serving commercial areas. Any material future change in the approved land use program beyond the flexibility already established through the approved PD plan and agreement would be subject to further City review and approval as required by the zoning ordinance.

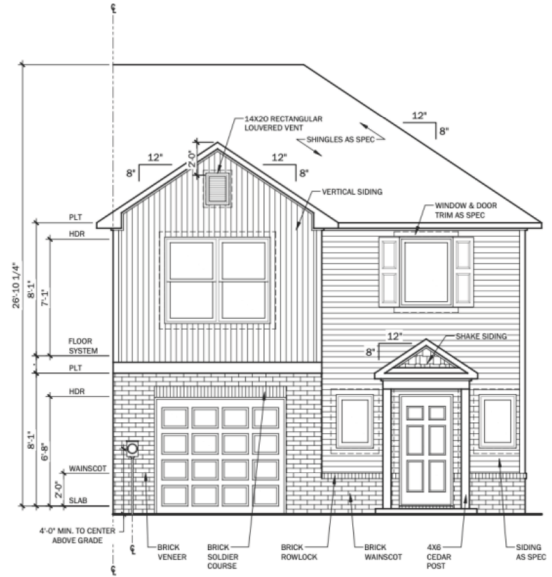
FRONT ELEVATION 1



FRONT ELEVATION 1



FRONT ELEVATION 'A' END

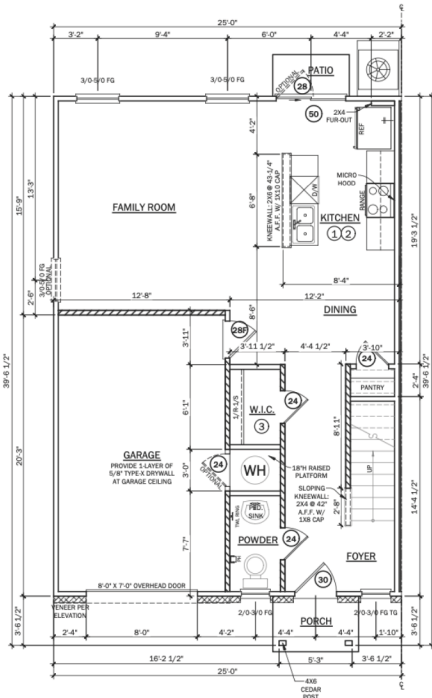


FRONT ELEVATION 'E' END

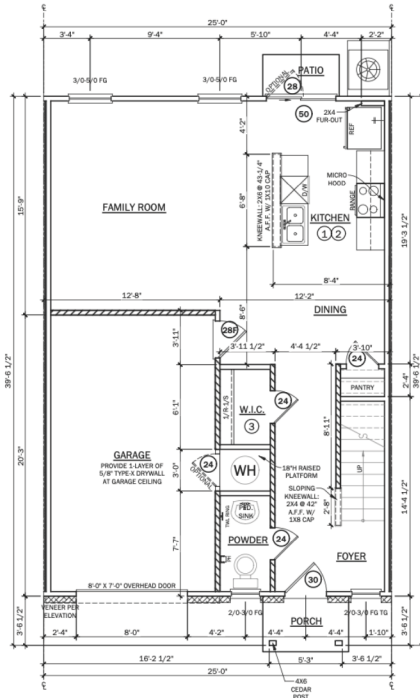


FRONT ELEVATION 6-UNIT

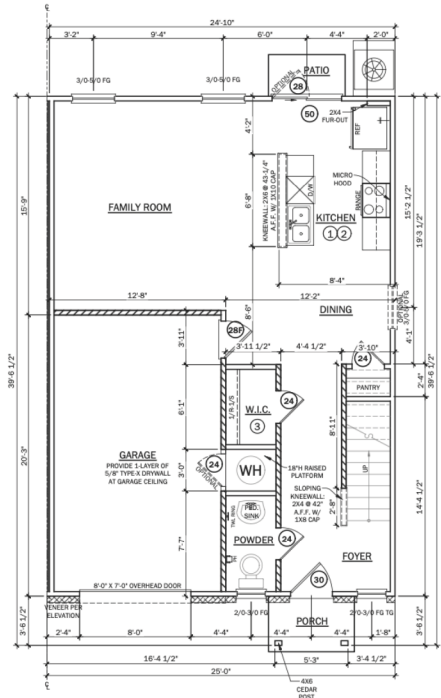
FIRST LEVEL - FLOOR PLAN 1



**FIRST FLOOR
PLAN 'A' END**

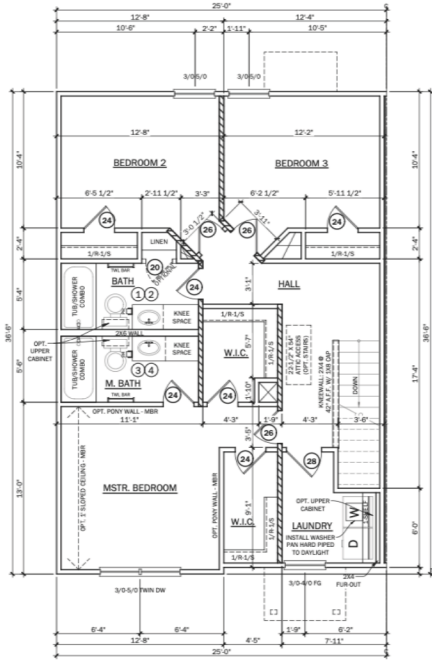


**FIRST FLOOR
PLAN 'BCD' INT.**

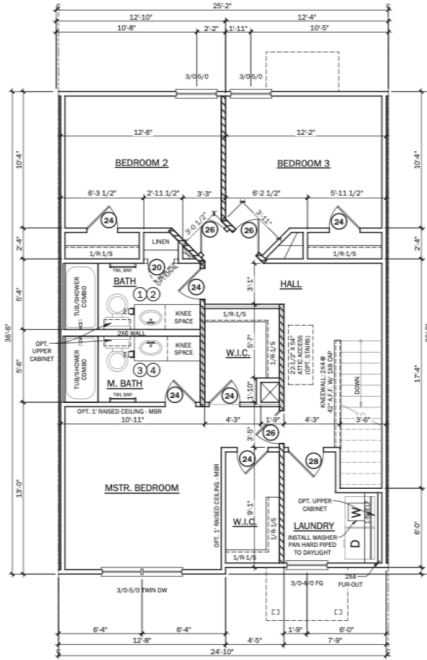


**FIRST FLOOR
PLAN 'E' END**

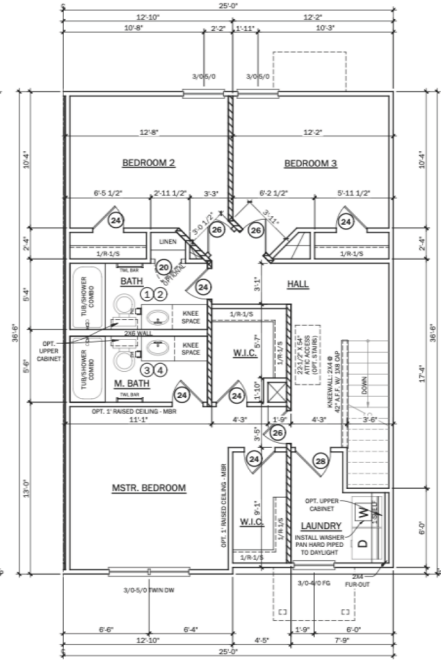
SECOND LEVEL - FLOOR PLAN 1



**SECOND FLOOR
PLAN 'A' END**

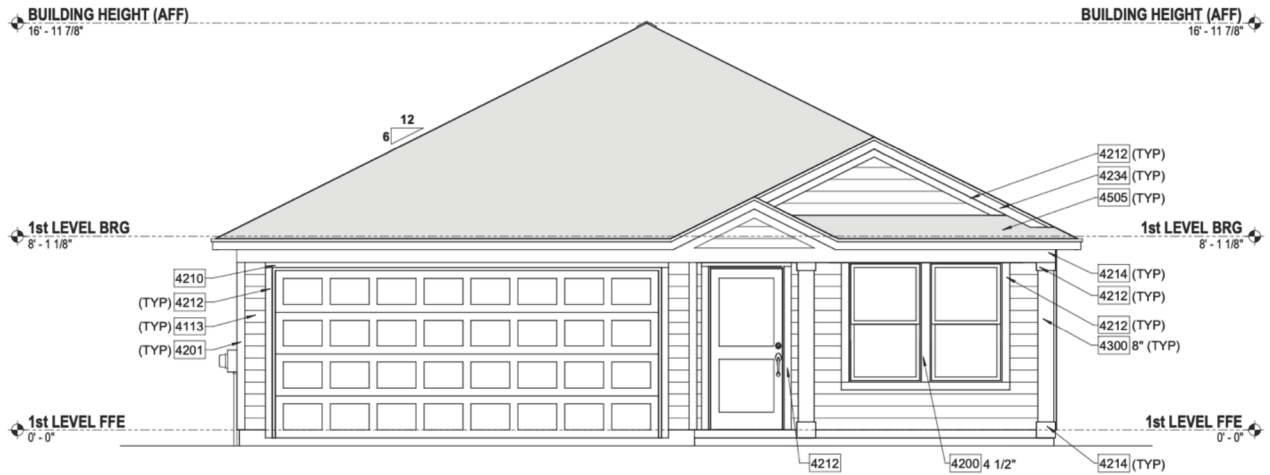


**SECOND FLOOR
PLAN 'BCD' INT.**



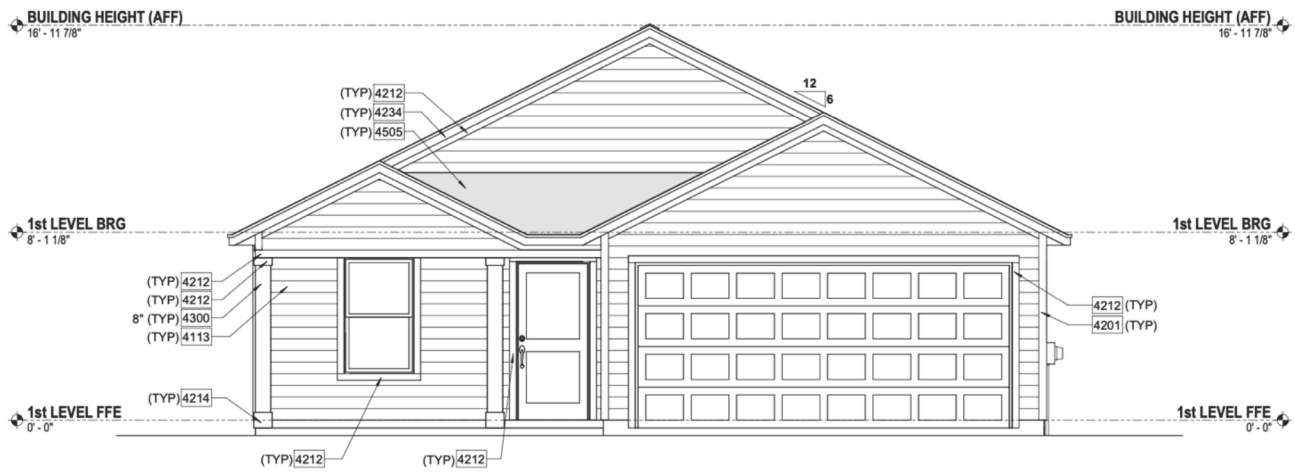
**SECOND FLOOR
PLAN 'E' END**

FRONT ELEVATION 2



Approximate SF: 1,474 | Beds/Baths: 3/2

FRONT ELEVATION 3



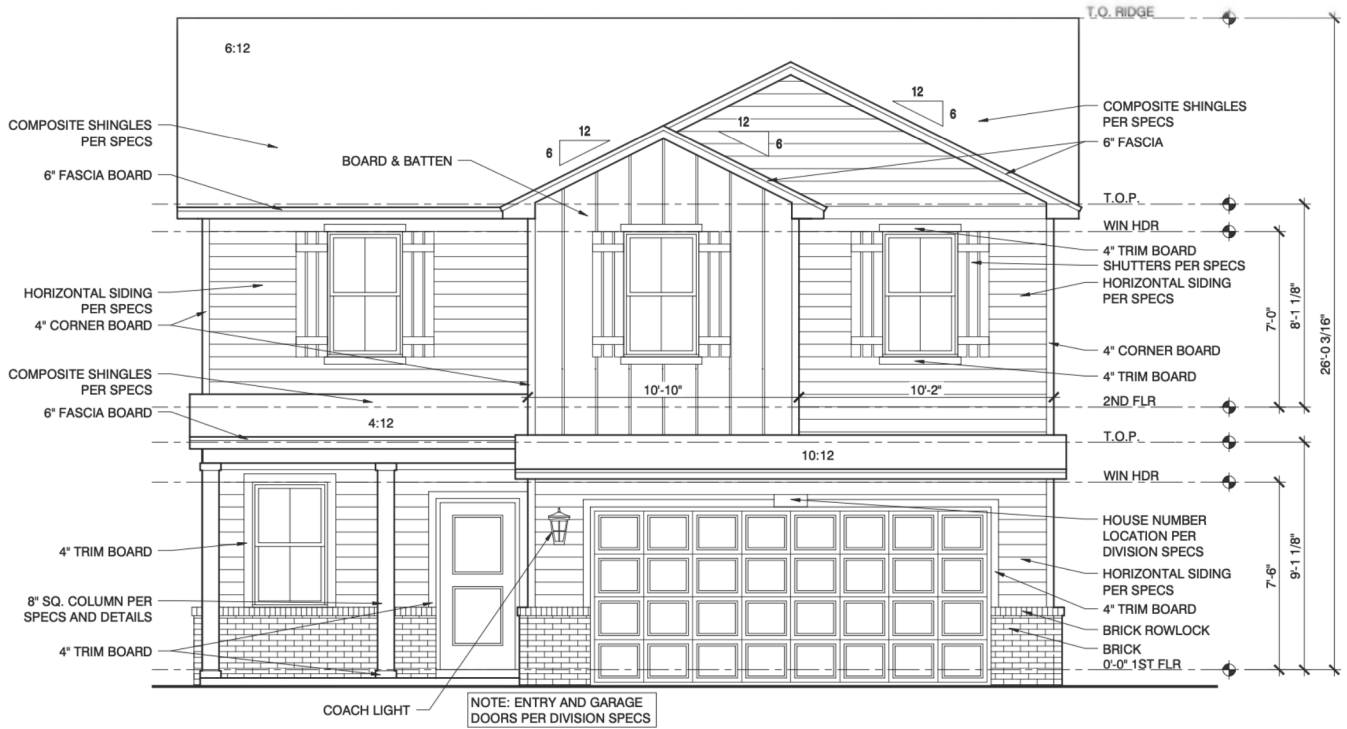
Approximate SF: 1,667 | Beds/Baths: 4/2

FRONT ELEVATION 4



Approximate SF: 1,753 | Beds/Baths: 4/2.5

FRONT ELEVATION 4



FRONT ELEVATION 5

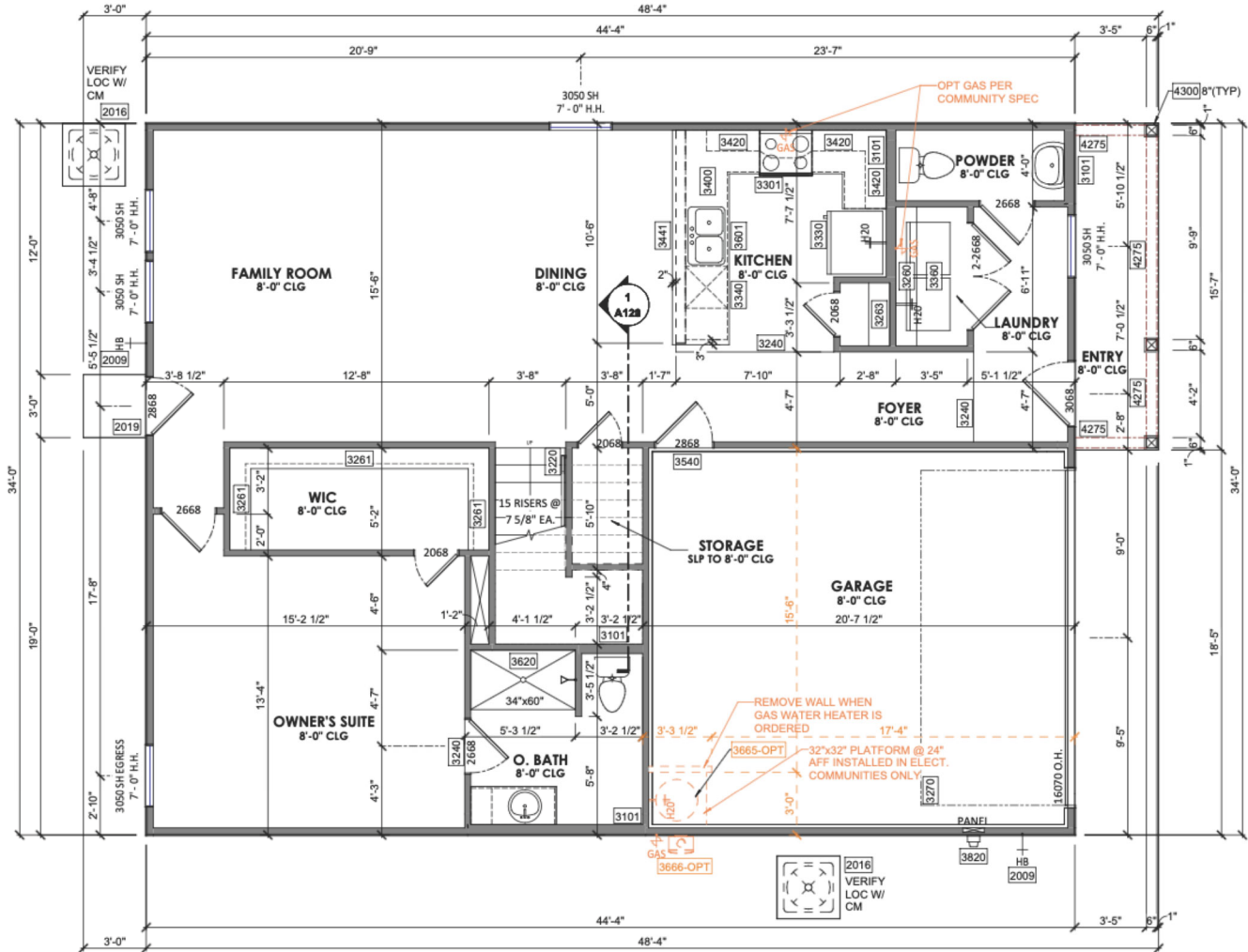


Approximate SF: 1,891 | Beds/Baths: 4/2.5

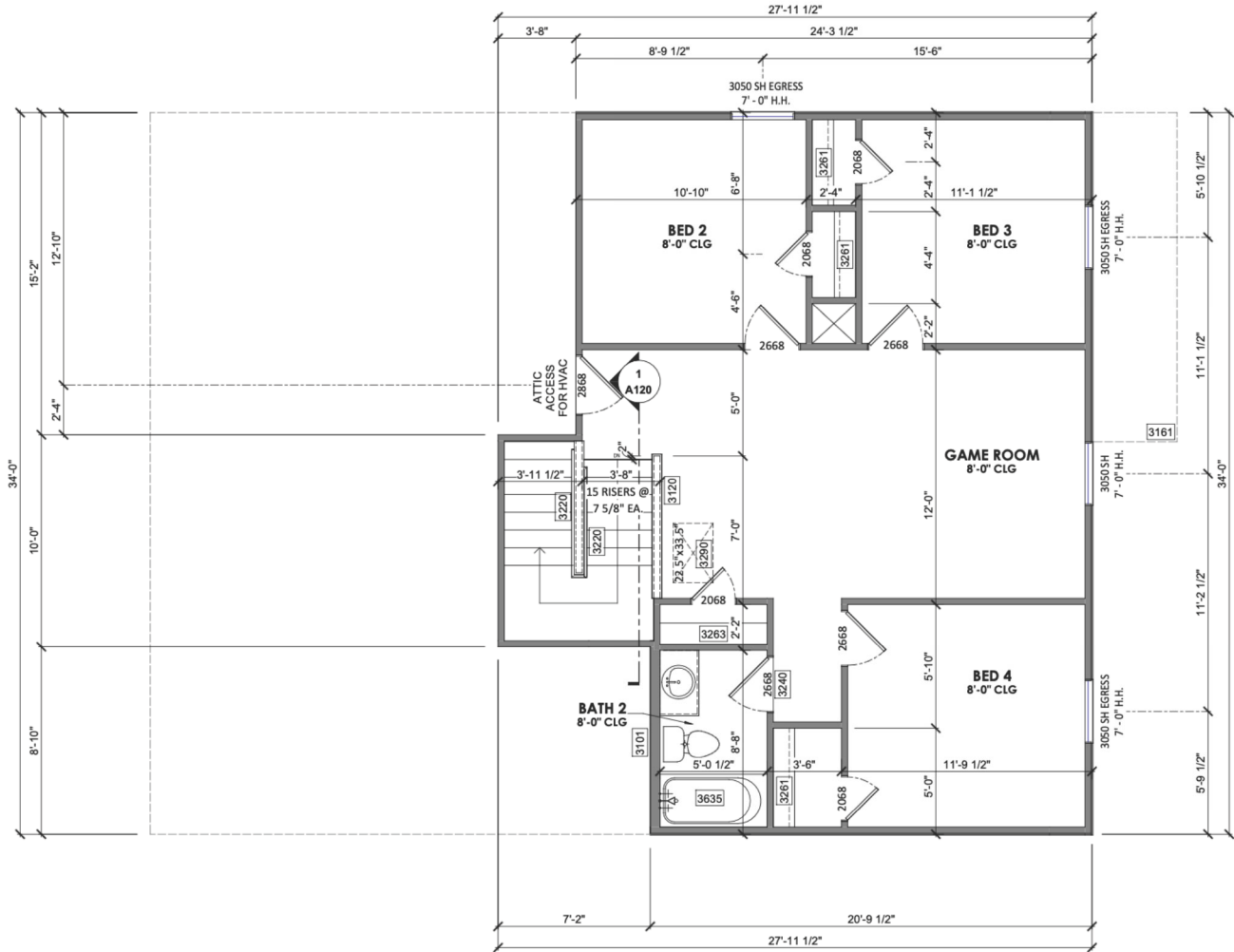
FRONT ELEVATION 5



FIRST LEVEL - FLOOR PLAN 5



SECOND LEVEL - FLOOR PLAN 5

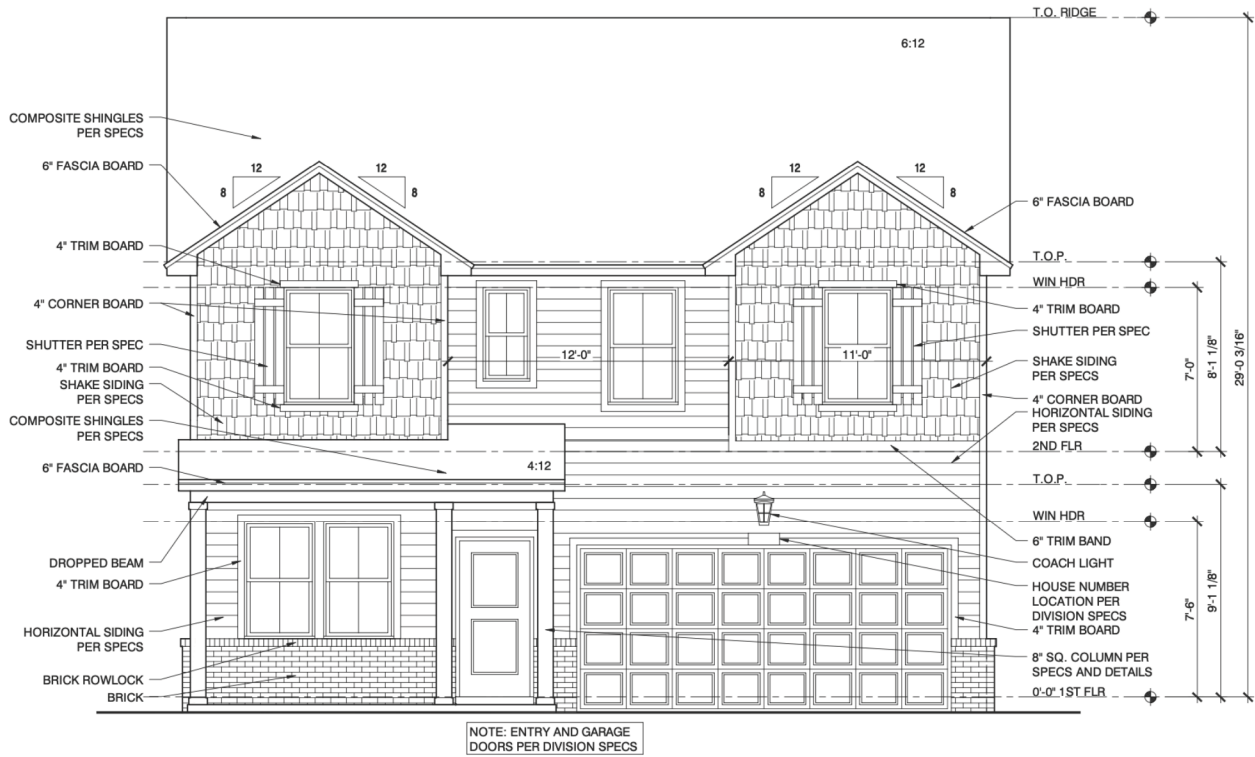


FRONT ELEVATION 6

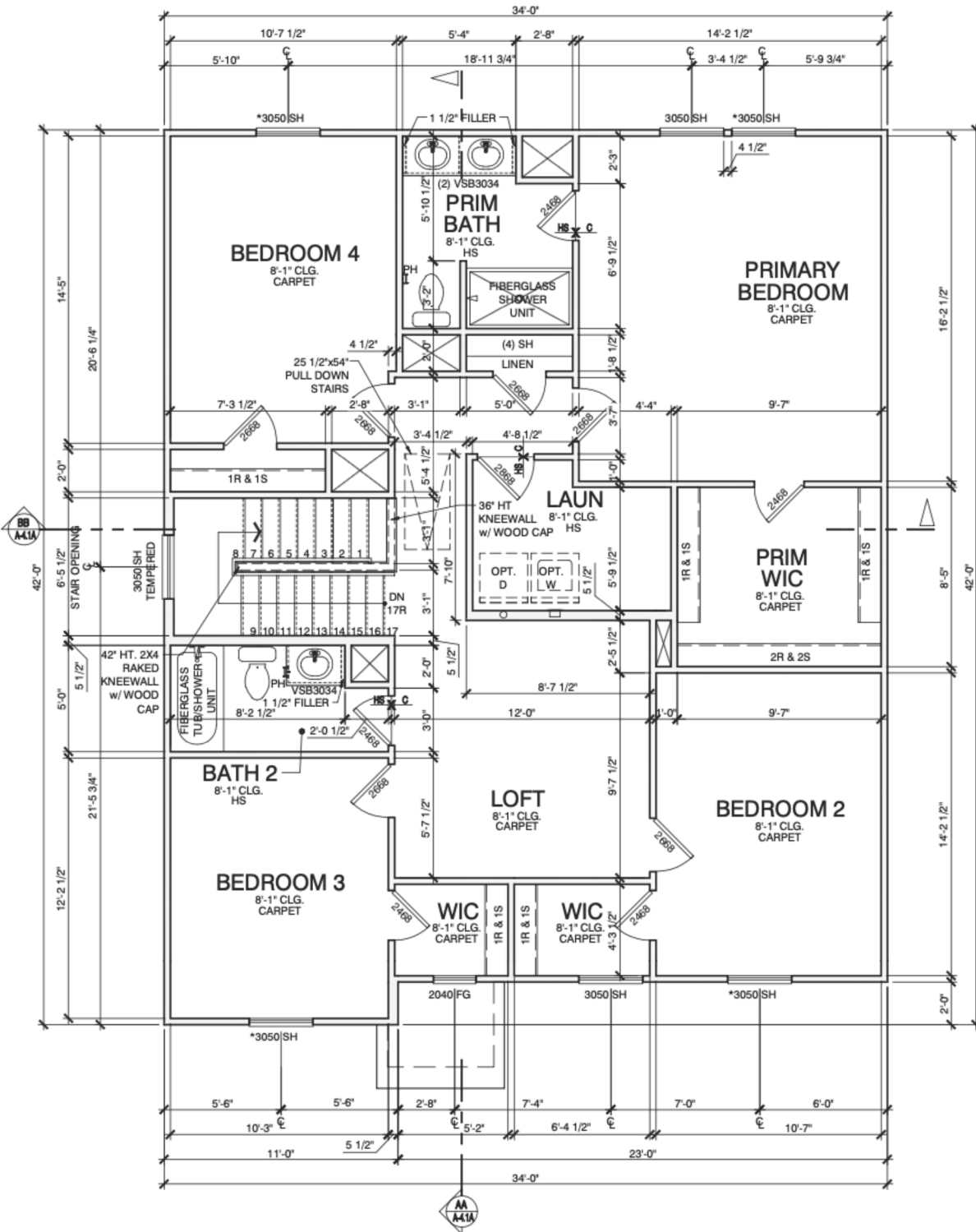


Approximate SF: 2,323 | Beds/Baths: 4/2.5

FRONT ELEVATION 6



SECOND LEVEL – FLOOR PLAN 6



MONUMENT DESIGNS



DOG PARK



POOL & CLUBHOUSE



WALKING TRAIL



COMMERCIAL SPACE



Commercial portion off Garner Rd

COMMERCIAL SPACE



Commercial portion off Hargrove Rd



Proposed Design Review Guidelines

Design Review Committee. The Markwood Preserve Design Review Committee is the panel established to administer the Markwood Preserve Design Guidelines, as established by the Master Deed Restrictions.

The Design Review Committee is outlined as follows:

- Committee Member 1 TBD - on behalf of Developer
- Committee Member 2 TBD - on behalf of Developer
- Committee Member 3 TBD - on behalf of Developer

Design Guidelines. The Markwood Preserve Design Guidelines established the plan for the development of Markwood Preserve through the regulation of land use, architecture, and environment. The Markwood Preserve Design Guidelines are originally adopted by the developer as provided in the Master Deed Restrictions. The Markwood Preserve Design Guidelines do not need to be recorded to be effective but shall be available from the Markwood Preserve Design Review Committee.

The following guidelines apply:

APPROPRIATE ARCHITECTURAL CHARACTER

VARIETY

- A variety of individual architectural designs with their respective appropriate details, materials and colors are required to create an overall streetscape character. No one house should 'stand-out' in the streetscape. The goal is to create a streetscape and neighborhood of homes which complement each other and the whole.
- Front facing roofs must be varied in roofline treatments.

FACADE DESIGN

- All materials proposed for exterior veneer must receive prior written approval of the DRC (Design Review Committee).
- Appropriate materials to use for veneers include brick, stone, and cement board siding.
- Fiber cement board siding and shakes is acceptable (smooth finish is preferred).
- Combining materials is acceptable if one material is the majority field material and appropriate to the house's architectural style.
- Walls shall show no more than two veneer materials in each plane.

- The front facing garage, if applicable based on orientation, on homes shall not constitute more than forty-two percent (42%) of the residential facade (as measured from the outside edge of garage doors, not including the frame). The front facade or elevation of a home will face and shall be parallel to the primary street.
- Any elevation that faces a street or public space shall be considered a front facade.

MAIN ENTRIES AND DOORS

- Main Entrance door(s) must be appropriate in design to the architectural style of the house of proper scale and proportion.
- The front door should be readily recognizable from the street.
- The primary entrance (front door) to a home shall embody the character, scale, proportion and detail of the overall house and its appropriate architectural style. The entry shall be easily identifiable from the street. A walkway of an approved material shall extend from the driveway to the steps, stoop, or porch of the entry. When a porch is not provided, the entry shall provide at least minimal protection from the elements.

EXTERIOR MATERIALS

- Approved veneer materials are brick, stone, wood siding, wood shingles, man-made stone, cementitious siding or shakes as approved by the DRC. When siding or shakes are used for most of the wall surface, a brick or stone base is required. Aluminum siding, E.LF-.S. or 'soft coat stucco' is not permitted. Materials may be combined in a single home, but a single material shall cover the majority of the home, including three-sided brick required on front and side facades.
- The use of approved brick and brick colors shall be appropriate to the house's architectural design. If natural stone is used, the color and pattern shall be appropriate to the home's architectural design. All stone shall be reviewed and approved by the DRC.
- Approved roof materials include pre-finished standing seam metal or copper, slate or synthetic slate, wood shingles or shakes, or dimensional asphalt or dimensional fiberglass shingles.
- All entry and window trim, soffits, facias, cornices, and similar architectural trim elements shall be constructed of painted wood, or an alternate material approved by the DRC. Vinyl or aluminum is prohibited.
- The porch flooring shall consist of wood decking for front or rear porches. Concrete and other synthetic materials may be used upon approval from the DRC. Wood decking shall be painted or stained in an appropriate color approved by the DRC. Concrete porches are encouraged to have brick edging.

COLOR PALETTE

- The palette of materials and colors for any building or improvements shall be submitted for approval by the DRC before construction.

GUTTERS AND DOWNSPOUTS

- Gutters and downspouts shall be copper, painted galvanized, or prefinished aluminum color to match trim.
- Downspouts shall be round or rectangular as appropriate to the house's architectural design.
- It is preferred that all downspouts be located on the side or rear of the house.
- Gutter materials shall be copper, painted galvanized metal or baked enamel aluminum.

FINISHED FLOOR & CEILING HEIGHT

- First floor ceiling heights shall be a minimum of 9'-0" and second floor ceiling heights shall be a minimum of 8'-0" unless otherwise approved by the DRC.

ENTRIES, PORCHES & DOORS

PORCHES

- Porches are encouraged when appropriate to the overall architectural character and style of the home. Porches shall serve as part of an entry element and/or an outdoor living space.
- Front, side and wrap-around porches are encouraged (when in keeping with the architectural style of the house) but not required.

DOORS, SIDELIGHTS AND TRANSOMS

- Front entrance doors will be designed or selected to complement the design, style and character of the entry and the overall home's architecture.
- If used, sidelights shall match the design of the entrance door.

WINDOWS, SHUTTERS & DORMERS

WINDOWS

- Window types, sizes, style, trim and location shall be appropriately designed and selected to be compatible with the home's overall design, style and character.
- Windows shall be vertically proportioned and head heights shall be in proper proportion to the house's scale and mass.
- Undersized, short or 'trendy' multi-arched or shaped windows are not permitted.
- Window size, style and type shall be consistent on all sides or facades unless otherwise approved by DRC.

SHUTTERS

- Shutters shall be made of wood or masonry product that is appropriately sealed and painted.
- When shutters are used, they shall be appropriate to the architectural design and style of the home. Shutters shall be sized to match the window opening.
- Shutters for double or grouped windows are not permitted unless approved by the DRC.

DORMERS

- Dormers shall be composed as a secondary architectural element or form used in a functional or nonfunctional fashion to complement the primary form of the main structure. The mass and composition shall be composed in an understandable and straight forward manner and shall maintain the character and style of the design.
- Typically, dormer roofs shall be hipped, gabled, shed, or arched depending on the characteristics of the main house style.
- Dormers should be used only as appropriate to the style of the house and complimentary to the main form of the house.

COLUMNS

- Column styles, width and proportions must be appropriate to the architectural style of the house design.
- All columns should be of wood, masonry, or a composite material and properly flashed to allow for a long-lasting waterproof condition.

FENCES AND WALLS

FENCES

- All fences must be one or an approved combination of the following materials: wood, cast iron, black aluminum, stone or brick.
- No fences will be permitted in front yards.

SIDE YARD FENCING

- Side yard fences adjacent to streets or common open space will maintain the style and quality standards of the front yard fence.
- Side yard fences between lots may be up to 6' tall and 100% solid with an appropriate cap detail.
- Fences along a common lot line do not require a setback.
- Additionally, new fences on adjacent lots are encouraged to abut, preventing a gap between fences.
- Side yard fencing is the primary means of creating private yards.
- Privacy fencing should be 6' in height.

REAR YARD FENCING

- Rear yard fences along a lane will be complimentary but simplified in design compared to the front and side yard fences and shall not exceed 6' total height. Fences along the rear yard lot line do not require a setback preventing a gap between fences. Solid fences shall have decorative cap detailing.

YARD DESIGN

FRONT YARD

- Front yards shall contain, at a minimum, lawn or other groundcover, shrubbery, and perennials and/or annuals as approved by the DRC.

PLANT SELECTION

- Plant materials that can survive on normal rainfall or that require minimal irrigation are recommended.
- Highly invasive non-native plant species should be avoided due to their aggressive growth characteristics.
- Plants that complement and accent the site and its architecture are preferred.

YARD TREES

- One flowering or specimen tree per lot is strongly encouraged.
- Canopy trees are encouraged within the private areas of the lot.

LANDSCAPING

LANDSCAPE

- All yards throughout the development will be planted with Bermuda Grass unless otherwise approved by the DRC.
- All air conditioning units, refuse containers, meters, etc. will be screened by landscaping or appropriate fences, walls, etc.
- The builder for each individual lot will be required to install sod in the grass strip at the street for the length of the lot frontage.
- No synthetic or artificial materials shall be used for the landscaping of a residence.
- The Builder for each individual lot shall be required to install a street tree.
- Acceptable trees: Maple, River Birch, American Beech, Dogwood, Red Cedar, Southern Magnolia, Ginkgo and Bald Cypress

PAVERS

- Pavers may be used for ramps, open spaces, patios, landscape edging, decorative walls and fences, retaining walls, stairs, plazas, and vehicle use areas including parking courts and driveways.

OUTBUILDINGS

- Prefabricated metal outbuildings are not acceptable.
- Outbuildings (tool sheds, playhouses, etc.) appropriate to the style of architecture of the main house are acceptable subject to the approval of the DRC. Accessory structures such as play sets or dog houses may be permitted but must receive written approval of the DRC prior to installation or construction.

EXTERIOR LIGHTS

- Lights on the home visible from adjacent right-of-way must match the character and architectural style of the house.
- Architectural or landscape lighting is subject to DRC approval.

HARDSCAPE

- Acceptable walkway and driveway materials include broom finish natural concrete, stamped concrete, brick, stone (slate pavers) or approved combination.

- All proposed materials require DRC approval except natural concrete.
- Unacceptable walkway and/ or driveway materials include exposed aggregate concrete and asphalt paving.

MAILBOXES/GARBAGE CONTAINERS/MISCELLANEOUS ITEMS

- The builder or homeowner will use mailboxes as selected and approved by DRC.
- Garbage containers, AC Unit Compressors, electric and gas meters, etc., will be screened with either fences, walls, or landscape screening.
- Free-standing flagpoles are unacceptable.
- No signs, billboards or advertising structures are permitted on any lot.
- Clotheslines are prohibited.
- Cables, conduit, and other such wiring may not be exposed.

STREETSCAPE

- Buildings will define the streetscape through the use of generally consistent setbacks.

BUILDING ORIENTATION

- Buildings will be sited towards and relate to the street. The primary orientation of corner lots for the purpose of establishing front entries will be determined by the DRC.

PAVING

- All paving materials for front walks and driveways including toned or colored concrete or masonry pavers must be approved by the DRC.

UTILITY/EQUIPMENT

- Electrical and gas utility meters and A/C compressors will be unobtrusively located toward the rear of house and screened from public view by landscaping or appropriate fencing. Transformers on individual lots will be screened with landscaping to minimize visual impact.

OTHER SITE ISSUES

- Satellite dishes, antenna and play equipment must be located out of public view and must be approved by the DRC. Pools, spas and accessory structures will match or compliment the home design and detailing and must be approved by the DRC. No prefabricated storage buildings are allowed.

TREE PRESERVATION

- A site-specific survey will be conducted, and heritage trees will be preserved from removal or damage.
- Removal of any trees to be permitted with the City of Tuscaloosa, as applicable, and must be approved by the DRC.

DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS
FOR MARKWOOD PRESERVE

STATEMENT OF PURPOSE

- A. The Developer is developing on real property located in the City of Tuscaloosa, Tuscaloosa County, Alabama, a traditional neighborhood development to be known as Markwood Preserve. By execution of this Declaration, Ready Land Co. hereby accepts all the easements, restrictions, terms and conditions set forth herein.
- B. This Declaration is intended to provide for the maintenance and operation of the Development.
- C. The Development is subject to Master Deed Restrictions, to be recorded in the Probate Office of Tuscaloosa County, Alabama. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Markwood Preserve.
- D. The Developer records this Declaration to establish an owner's association, to enhance community life, to institute and enforce certain covenants and restrictions, to provide for further maintenance of the community, and to allow for self-governing of the Development by its owners.

DECLARATION

The Developer is the owner of all of the property described on the Plat and Plan. Developer does hereby declare that the Property contained in the Development shall be held, developed, improved, transferred, sold, conveyed, leased, occupied and used subject to the following easements, covenants, conditions, restrictions, charges, liens and regulations, which shall run with the land and which shall be binding upon and inure to the benefit of all parties acquiring or having any right, title or interest in any portion of the Development (including any right to utilize the Common Areas), and their respective heirs, executors, administrators, personal representatives, successors and assigns.

ARTICLE I

Definitions

1.1 Articles. "Articles" means the Articles of Incorporation of the Association, which are attached as Exhibit "A" to this Declaration.

1.2 Assessments. "Assessments" is the collective term for the following Association charges:

- i. General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.
- ii. Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel.
- iii. Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

1.3 Association. "Association" means Markwood Preserve Owner's Association, Inc., an Alabama nonprofit corporation, its successors and assigns. The Association is responsible for maintaining the Development and enforcing the Declaration.

1.4 Board. "Board" is the Board of Directors of the Association.

1.5 Builder. A "Builder" includes all builders permitted to construct residential as hereinafter defined, within Markwood Preserve.

1.6 Building. "Building" is any residential, mixed-use or commercial building constructed on any Parcel.

1.7 Bylaws. "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws is attached as Exhibit "B" to this Declaration.

1.8 Common Area. "Common Area" is the real property which is specifically conveyed to the Association for the common use and enjoyment of all Owners, as designated on the Plat and Plan. "Common Area" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Common Area. The Common Area may include areas dedicated to the public, to the extent that the Association agrees to maintain or is required by this Declaration to maintain such property. The Common Area may be reconfigured, increased or decreased from time to time by the Developer, the Developer or the Association, subject to any required governmental approvals. The Association shall not be dissolved, nor shall it dispose of any Common Area, by sale or otherwise, except to an organization conceived and established to own and maintain the Common Area, and the conditions of a transfer shall conform to the approved site plan.

1.9 Common Maintenance Parcels. The term "Common Maintenance Parcels" includes all of the following Parcels within the Development:

1.10 Common Maintenance Area. A Common Maintenance Area comprises Common Maintenance Parcels that are similar in type of construction and services to be provided. A Common Maintenance Zone may include multiple parcels and does not need to be contiguous.

1.11 Common Roads. "Common Roads" are the streets and alleys located within the Development that are intended for automobile traffic. Most of the Common Roads are intended to be dedicated to the public. Any Common Roads not dedicated to the public shall be part of the Common Area.

1.12 Declaration. "Declaration" is this Declaration of Easements, Covenants and Restrictions for Markwood Preserve, as amended, supplemented, extended, restated or modified from time to time.

1.13 Design Guidelines. The "Design Guidelines" or "Markwood Preserve Design Guidelines" establish the plan for the development of Markwood Preserve through the regulation of land use, architecture and environment. Markwood Preserve Design Guidelines are originally adopted by the Developer as provided in the Master Deed Restrictions and may be amended from time to time. Markwood Preserve Design Guidelines do not need to be recorded to be effective but shall be available from Markwood Preserve Design Review Committee.

1.14 Design Review Committee. The "Design Review Committee" is the panel established to administer Markwood Preserve Design Guidelines, as established by the Master Deed Restrictions.

1.15 Developer. The "Developer" is Ready Land Co., an Alabama limited liability company, its successors and assigns.

1.16 Development. "Development" includes all of the property made subject to the Master Deed Restrictions and to this Declaration. Markwood Preserve initially comprises the area depicted and described on the Plat and Plan. However, land may be added or withdrawn in accordance with the terms of the Master Deed Restrictions

1.17 Development Period. The Development Period begins immediately upon recording of the Master Deed Restrictions and continues so long as the Developer owns at least ten (10) Parcels or holds at least five (5) Parcels for sale in the normal course of business. During the Development Period, the Developer shall be exclusively entitled to take various actions and vote on all matters to be voted on by the Members of the Association and shall have the exclusive right to vote on matters before the Association, unless the Developer has informed the Association in writing that it has relinquished that right.

1.18 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat or plats of Markwood Preserve.

1.19 Master Deed Restrictions. The Developer, as the grantor of deeds within Markwood Preserve, has recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds granted within Markwood Preserve, are intended to ensure the proper application of Markwood Preserve Design Guidelines during the development stage and to impose other restrictions designed to further the development of the community.

1.20 Member. Each Owner is a "Member" of the Association, as provided in Article VI of this Declaration.

1.21 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage or a purchase money junior mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.22 Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation nor does it include any lessees.

1.23 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), or a Special Use Parcel. Ordinarily, Parcels are designated as numbered separately identifiable Lots on the recorded Plat. Once improved, the Parcel includes any Buildings or other permanent improvements.

1.24 Plat and Plan. The "Plat and Plan" means the recorded plat of Markwood Preserve, to be recorded, at Pages through in the Probate Office of Tuscaloosa County, Alabama, and by this reference made a part hereof. Plat and Plan also includes any amendment to the recorded plat.

1.25 Supplemental Declaration. "Supplemental declaration" is any declaration that may be recorded by the Developer or the Association.

ARTICLE II

Property Comprising the Development

2.1 Property Subject to this Declaration.

- (a) Initial Property. The property initially subject to this Declaration shall be known as "Markwood Preserve," and shall consist of the area depicted on the Plat and Plan.
- (b) Additional Property. The Developer may, from time to time in its sole discretion, add any additional qualified property to Markwood Preserve by the recording of a supplemental instrument submitting the qualified property to the Master Deed Restrictions and to this Declaration. Any of the following properties, if owned by the Developer or with the consent of the owner and the Developer, shall be considered qualified properties:
 - i. Any other property with a reasonable relationship to Markwood Preserve.

2.2 Withdrawal of Property. Property may be removed from the Master Deed Restrictions or this Declaration with the consent of the Developer and the owners of all property within the property to be withdrawn upon any necessary governmental approvals.

ARTICLE III

3.1 Easements

- (a) Utility Easements. A blanket easement upon, across, over, through, and under the Development for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement, the Association and its successors or assigns may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

- (b) **Police Powers.** A blanket easement throughout the Development for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply or require that any such service shall be provided.
- (c) **Drainage. Erosion Controls.** A blanket easement and right without a duty on, over, under and through the ground within the Development to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall have the right, but not the duty, to notify affected Owners (except in an emergency) and shall have the right but not the duty to restore the affected property to its original condition as nearly as practicable. Notwithstanding the foregoing, neither the Developer nor the Association shall have the responsibility to ensure that drainage or grading of Lots is properly accomplished and it shall be the sole responsibility of the Owner to ensure that grading and drainage are in compliance with all applicable laws, codes, regulations and other requirements, including without limitation any easements for drainage.
- (d) **Encroachment.** An easement for any improvements constructed on the Common Area that encroach on any Parcel, whether due to any minor deviation from the Plat and Plan or the settling or shifting of any land or improvements.
- (e) **Maintenance of Common Area.** To the extent reasonably necessary, an easement over any Parcel for maintenance of the Common Area.

ARTICLE IV

Common Area

4.1 Title.

- (a) **Common Area.** The Association shall hold title to the Common Area. For those portions of the Common Area that consist of easements and other rights, the Association shall be the holder of those rights.
- (b) **Additional Common Area.** The Developer may convey by deed or lease to the Association additional Common Area that the Association shall accept for maintenance.

4.2 Maintenance; Capital Improvements.

- (a) **Generally.** The Association shall be responsible for the management, control and improvement of the Common Area and shall keep the Common Area and other approved property attractive, clean and in good repair. In addition, the Association shall maintain all undeveloped land in the Development.
- (b) **Capital Improvements.** Subject to design review, the Association may make capital improvements to the Common Area and may modify the uses of the Common Area. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

4.3 Owners' Easements of Access and Enjoyment.

- (a) **Common Area.** The Developer hereby grants and conveys to every Owner a right and easement of appropriate use and enjoyment of the Common Area, subject to the Association's right of regulation in accordance with this Declaration and the Developer's right to use the Common Area as provided in Section 4.4 (c), and, subject also to any limitations contained in the conveyance of those Common Area to the Association. Without limiting and notwithstanding the foregoing, the use of certain Common Area may be restricted to certain Owners, including without limitation restriction of use by tenants, or may be conditioned on payment of a fee or other charge. These easements shall be appurtenant to and shall pass with title to every Parcel.
- (b) **Tenants. Guests.** Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and any Rules and Regulations passed by the Board, his right to enjoyment of the Common Area to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt tules to prohibit or restrict use of the Common Area recreational facilities by a non- resident Owner whose residential unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant. In addition to any other restriction, the Association may limit the number of guests entitled to use of the Common Area at any one time.

4.4 Use of Common Area.

- (a) **Members' Benefit.** The Association shall maintain the Common Area for the benefit of its Members. The Association may permit limited use and access to all or a portion of the Common Area that are not dedicated to the public, and may sell club memberships or impose fees applicable to certain portions of the facilities in the Common Area. Any such revenue shall benefit the Association.
- (b) **Non-Members.** Use of all or any portion of the Common Area may be extended to non-Members, with or without memberships or fees. The nature and extent of such use and the imposition of fees, memberships or charges, if any, shall be determined by the Developer or by the Board after the Development period. Any excess revenue received from such use shall benefit the Association.
- (c) **Open-Air Market and Festivals.** The Developer reserves, for itself or its successors and assigns, the right to use portions of the Common Area as an open-air market for the rental of space for pushcarts, kiosks, stands or similar temporary sales structures. Such uses may be for special events or on a recurring or daily basis. Developer also reserves, for itself and its successors and assigns, (i) the right to use portions of the Common Area for festivals or other events intended to benefit the marketing and sale of remaining lots or existing homes and (ii) the right to use portions of the Common Area for festivals or other events intended to enrich and enliven the community. Developer further reserves a right of access through the Common Area for all such purposes. Developer may, but is not obligated to, assign such rights to the Association at any time.
- (d) **No Commercial Use.** Except as specifically permitted by this Declaration, including without limitation the provisions of Section 4.4(c), there shall be no commercial use of the Common Area, nor shall the Common Area be subdivided or sold.
- (e) **Use.** Common Area that are open space may be used for resource protection purposes, passive or active recreational purposes, or for incidental utility uses. Open space areas shall not be occupied by non-recreational buildings, parking areas, streets, or street rights-of-way, nor shall they include the required minimum yards or lots of Building units.

4.5 Common Road Regulation. To the extent permitted by the City of Tuscaloosa, the Association may make rules and regulations concerning driving and parking within the Development, and may construct traffic calming devices as approved by the Town Architect, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. To the extent permitted by the City of Tuscaloosa, the Association may enforce any violation in accordance with Section 10.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Development. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Development to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Common Area by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his or her family damages any of the Common Area as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

4.8 Limitation of Liability. The Association shall use reasonable judgment in providing any security, maintaining the Common Area and enforcing any traffic control measures, but neither the Association nor the Developer makes any representation or assumes any liability for any loss or injury.

ARTICLE V

Community Planning and Administration of The Design Guidelines

5.1 Master Deed Restrictions. The Master Deed Restrictions establish Markwood Preserve Design Guidelines as the guide for all construction within Markwood Preserve, provide for a Town Architect to administer the Design Guidelines, and create Markwood Preserve Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Common Area must be approved in advance by Markwood Preserve Design Review Committee.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Development. Unless a notice is recorded specifically to the contrary, the submission of additional property to this Declaration shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Developer's enforcement of Markwood Preserve Design Guidelines during the Development Period. At the end of the Development Period, the Developer shall assign to the Association its rights to enforce Markwood Preserve Design Guidelines, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Developer is unable or unwilling to perform its powers under Articles III and IV of the Master Deed Restrictions, the provisions of Articles II and IV of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing a Town Architect and Members of Markwood Preserve Design Review Committee and enforcing all violations of Articles III and IV of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

5.4 Community Guidelines. The Community Guidelines are an integral part of Markwood Preserve Design Guidelines, whether or not recorded, and are fully enforceable by the Developer, and/or the Design Review Committee as provided in the Master Deed and this Declaration.

ARTICLE VI Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Common Area and all undeveloped land in the Development, shall enforce the terms of this Declaration, and shall perform all other duties required by this Declaration or by Alabama law, by the City of Tuscaloosa and by any other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

- (a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water, garbage and trash collection and disposal; laundry equipment or services;
- (b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;
- (c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Common Roads that are not dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Development;
- (d) transportation; day care and child care services; landscape maintenance; recreation, sports, craft and cultural programs; and newsletters or other information services;
- (e) maintenance of easement areas, public rights-of-way and other public or private properties located within reasonable proximity to the Development, including all undeveloped areas, if its deterioration would affect the appearance of or access to the Development;
- (f) ownership, operation and maintenance of a community computer network or intranet, including without limitation computer systems, software and contracted internet services, to be made available to Members and such other persons or entities as the Board may deem appropriate and subject to such agreements or restrictions as the Board may impose; and
- (g) any other service allowed by law to be provided by a homeowners' association organized under Alabama law.

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The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency, or if a different time is established by the members at the time of the vote. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as Individual Parcel Assessments to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least ten percent (10%) of the Members, a Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members. Upon such repeal, the Board may not reinstitute or terminate the service for three (3) years unless also approved by majority vote of the Members. Notwithstanding the foregoing, the Board's decision to allow non-Members to use Common Area, including without limitation recreational facilities, shall not be subject to the foregoing repeal procedure.

6.3 Contracts. The Association may contract with any party, including the Developer, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Parcel Assessment as applicable. The Association may require that certain Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

6.5 Allocation of Voting Interests. Subject to the rights reserved to Developer in the Articles of Incorporation and Bylaws (which, among other things, provide that only Developer, during the Development Period, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the members of the Association), each Member shall have one vote.

6.6 Exercise of Vote. When more than one person holds an interest in any Parcel, all such persons shall be Members. However, the number of votes for that Parcel shall not be increased, and the Members must determine among themselves how the Parcel's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

6.7 Election of Board of Directors.

- (a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by then current Board.
- (b) Initial Selection by Developer. The Developer shall appoint and remove the initial officers and members of the Board and may elect a majority of the Board until the earlier of (i) the time required by any Alabama state law or (ii) the termination of the Development Period or (iii) the developer relinquishes this right by written instrument.

6.8 Classes of Votes.

- (a) **Intent.** It is anticipated that a single Owner, alone or with affiliates, may own apartment buildings and thereby control a significant number of votes, which could unduly influence the election of owner representatives from the remaining Parcels. Furthermore, if the Development includes a significant number of rental units, it is deemed desirable that tenants participate in the operation of the Development.
- (b) **Block Vote.** If, after the end of the Development Period, any Owner, alone or with affiliates, controls at least twenty percent (20%) of the votes of the Association, that Owner shall select one member or twenty percent (20%) of the Board, whichever is greater, but shall not vote for any other members of the Board. If such Owner controls at least one third (1/3) of the votes of the Association, that Owner shall select two (2) members or one third (1/3) of the Owner-selected members of the Board, whichever is greater, but shall not vote for any other members of the Board. In all membership votes other than election of Board members, such Owner shall be entitled to cast votes in the same manner as any other Owner.
- (c) **Tenants.** Tenants within the Development may at any time form a Tenant Advisory Committee and may elect one delegate as a non-voting member of the Board of the Association. If, after the end of the Development Period, the number of rental units equals at least one third (1/3) of the total residential units in the Development, then the number of directors shall be increased so that tenants may elect one (1) voting member of the Board of the Association.
- (d) **Calculation.** For purposes of paragraph (b), the calculation of numbers of Board Members shall not include the tenant delegate. For example, if an apartment owner controlled one-third of the votes, the Board could comprise two members elected by the apartment Owner, four members elected by other Owners, and one member elected by tenants.

6.9 Compensation for Directors. The Board shall set a reasonable compensation for directors, including any directors appointed by the Developer during the Development Period. Such compensation shall be in accord with amounts generally paid in this area for such services. The directors shall be reimbursed for any expenses they incur.

6.10 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

6.11 Rules and Regulations. The Board may establish and enforce reasonable Rules and Regulations governing the use of all Parcels and Common Areas. Without limiting the foregoing, the Board may adopt Rules and Regulations which shall govern the use of any of the Common Areas (including, specifically, the use of any of the recreational facilities, if any, situated within the Common Areas), the establishment of bird sanctuaries, wildlife and wildlife areas, the enforcement of all of the terms and provisions of this Declaration, and any Rules and Regulations adopted by the Board and such other matters, including, without limitation, the limitation, restriction or prohibition of application of fertilizers, pesticides, and other chemicals within the Development. Any such Rules and Regulations shall be binding upon all Owners and occupants until and unless such Rule or Regulation is specifically overruled, canceled or modified by the Board or by the majority vote of the total votes of the Association at any regular or special meeting of the Association; provided, however, that no such rules or regulations may be overruled, canceled or modified unless such action is also approved by Developer for so long as Developer owns a Lot or Building subject to this Declaration.

ARTICLE VII

Decision Making

7.1 Development Meeting.

- (a) When Called. After the Development Period, a Meeting shall be called annually for the election of Members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Repeal of Additional Services	Section 6.2
Election of the Board of Directors	Section 6.7
Approval of General Assessments	Section 8.4
Ratification of expenditures for capital improvements	Section 8.6
Approval of Zone Assessments	Section 8.7
Repeal of Rules and Regulations adopted by the Board	Section 10.7
Amendment of Declaration	Section 13.1
Dedication of the Common Area	Section 13.2
Termination of the Declaration	Section 13.4

Before the termination of the Development Period, the Developer shall appoint the Board and shall decide the above and all other matters related to the operation of the Association.

- (b) Quorum. Voting at a Meeting requires presence of Members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.
- (c) Notice. Notice of the meeting must be given to Members in accordance with Section 15.4 ("Notices") and in accordance with the Bylaws. Notice of meetings shall also be posted in at least one place within the Common Area.
- (d) Proxies: Electronic Voting. To the extent allowed by the Bylaws and statute, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by written mailed ballot, by electronic ballot, or by written consent without a meeting. Notice may be waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and statute. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication that may be developed in the future.

7.3 Board Meetings.

- (a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Common Area.

(b) **Quorum.** Voting at a Board meeting requires presence of at least one-half (1/2) of the directors, in person or by telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association and signatures may be collected without a Meeting or other voting procedure.

7.6 Developer Excused from Procedures Set Forth Herein. During the Development Period, the Developer shall not be required to adhere to the requirements of this Article VII so long as the Developer complies with the obligations of the Developer set forth herein and in the Master Deed Restrictions.

ARTICLE VIII Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Common Area are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the

reserves are inadequate for any reason, including nonpayment of any Member's Assessment, the Board may at any time levy an emergency Assessment in accordance with the provisions of Section 9.3 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a pro rata basis to all Members who are current in payment of all Assessments due the Association, or may be used to reduce the following year's Assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

- (a) **Initial Budget.** The Developer shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Developer.
- (b) **Subsequent Years.** Beginning with the year in which a Parcel is first conveyed to an Owner other than the Developer and each year thereafter, at least one (1) month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two (2) weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such Assessments is finally determined. In the absence of an annual Association budget, each Member shall continue to pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Common Area approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than twenty percent (20%) of the Association's annual budget, or if all capital improvements for the fiscal year taken together total more than thirty percent (30%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of Markwood Preserve Design Review Committee is required for all capital improvements.

8.7 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

ARTICLE IX

Covenants for Maintenance Assessments

9.1 Obligation for Assessments. Each Owner of any Parcel, by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments:

- (a) General Assessments for expenses included in the budget;
 - (b) Special Assessments for the purposes provided in this Declaration; and
 - (c) Individual Parcel Assessments for any charges particular to that Parcel;
- together with a late fee and interest, as established by the Board from time to time, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

9.2 General Assessments.

- (a) Establishment by Board. The Board shall set the date or dates such Assessments become due and may provide for collection of Assessments annually or in monthly, quarterly or semiannual installments. During the Development Period, no General Assessments shall be due on any lots owned by the Developer. Builders who own more than four (4) lots shall only be required to pay fifty percent (50%) of the General Assessment on each lot owned.
- (b) Date of Commencement. The General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Developer. The initial Assessment on any Parcel subject to Assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

9.3 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding years as follows:

- (a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.
- (b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

9.4 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, or any other charges designated in this Declaration as an Individual Parcel Assessment.

9.5 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Developer or a Builder, the Owner shall contribute as an initiation fee an amount equal to. This contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for start-up expenses of the Association and for working capital for the Association, and shall not be considered as a pre-payment of Assessments.

9.6 Effect of Nonpayment of Assessment; Remedies

- (a) Personal Obligation. All Assessments, together with any late fee, interest and costs of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge"), shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time the Assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel.
- (b) (b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. The lien established by this Section 9.7(b) shall be subordinate to any first priority mortgage placed on any Parcel from time to time.
- (c) (c) Suit for Payment: Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association may foreclose on such lien by means of judicial or nonjudicial foreclosure under the laws of the State of Alabama without notice except as required by law, and may credit against its bid at any foreclosure sale any amounts due hereunder. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.
- (d) (d) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights and right to use of the Common Area by an Owner for any period during which any Assessment against his Parcel remains unpaid.

9.7 Certificate of Payment. The treasurer of the Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board stating whether any Assessments are paid to date by that Owner. Such certificate, when co-signed by the secretary of the Association, may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any Assessment therein stated to have been paid.

9.8 Developer Excluded From Assessments. During the Development Period, the Developer shall not be required to pay assessments for any parcels it may own provided, however, that the Developer shall guarantee that all Common Expenses shall be paid during the Development period regardless of whether there are sufficient funds held by the Association to pay for such expenses.

ARTICLE X Use of Parcels

10.1 Permitted Uses

- (a) Determination. Permitted uses for Parcels, which may include residential use, shall be determined based on Markwood Preserve Design Guidelines, any Supplemental Declaration and the plat, subject to the zoning requirements of the City of Tuscaloosa.

- (b) Home-based Businesses. Unless prohibited by law, home-based business that do not generate significant noise, odor or traffic shall be permitted in residential areas as permitted by Markwood Preserve Design Guidelines, any Supplemental Declaration or the Community Guidelines. Signage for home-based business shall be regulated by Markwood Preserve Design Guidelines.

10.2 Prohibited Uses.

- (a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. No Lot shall be used, in whole or in part for the storage of rubbish of any character whatsoever, nor shall any substance, thing, or material be kept upon any Lot that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace and quiet of the Owners or occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Area without the consent of the Association. The Association may from time to time define and determine unacceptable uses.
- (b) Insurance. Nothing shall be done or kept on any Parcel or the Common Area that will increase the rate of, or result in cancellation of, insurance for the Common Area or any other Parcel or its contents, without the prior written consent of the Association.
- (c) Soliciting. The Association may regulate or prohibit soliciting within the Development.
- (d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four (4) individuals or married couples will not normally be considered time-share ownership.
- (e) Sound Devices. No exterior speaker, horn, whistle, bell or other sound device that is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Parcels unless approved by the Design Review Committee. The playing of loud music from any balconies or porches shall be offensive, obnoxious activity constituting a nuisance.
- (f) Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Design Review Committee.
- (g) Laundry. Without the express permission of the Design Review Committee, no Owner, guest, or tenant, shall hang laundry from any area within or outside a residential unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balconies or terrace railings.

10.3 Attractiveness and Safety of Parcels.

- (a) Generally. Each Owner shall keep all parts of his or her Parcel in good order and repair and free from debris. Markwood Preserve Design Guidelines or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.
- (b) Signage. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed on any Parcel or portion of the Common Area unless specifically permitted by Markwood Preserve Design Guidelines.
- (c) Garages, Parking and Vehicles. Markwood Preserve Design Guidelines or the Association may regulate or prohibit the parking of trailers, recreational vehicles, boats, nonfunctioning or excessive numbers of vehicles, sports equipment or any other item visible on the Parcel. No garage may be converted to living space. Each Dwelling shall provide for parking for at least two (2) automobiles in garages. Garage doors or carport openings shall be constructed in accordance with the Design Guidelines. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles therein. All automobiles owned or used by the Owner or occupant of any Dwelling and their respective family members shall be parked in garages to the extent garage space is available. No parking shall be allowed on any lawn. Parking shall be permitted on streets in accordance with applicable city ordinances and the Design Guidelines.
- (d) Sports Equipment. Play structures, such as basketball hoops and swing sets, must be kept in good repair and may be limited in accordance with Markwood Preserve Design Guidelines.
- (e) Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any residential unit or other structure on a Parcel or any Lot without prior written consent under Markwood Preserve Design Guidelines; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Parcel that may unreasonably interfere with the reception of television or radio signals upon any other of such properties. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Developer or the Association from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems nor prohibit the Design Review Committee from approving the installation of a satellite dish no more than eighteen (18) inches in diameter at an approved location on a Parcel.
- (f) Notwithstanding the specificity of the foregoing. Markwood Preserve Design Guidelines and the Association may adopt additional restrictions on the use, external appearance and attractiveness or safety of Parcels and Common Area subject to this Declaration.

10.4 Leasing. Residential units, including without limitation separate residential units within a Parcel, such as an outbuilding apartment, may be rented, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. Recognizing that the purposes of the Master Deed Restrictions and this Declaration may be frustrated by the presence of non-Owner occupied residential units, the Association expressly reserves the right, from time to time, to regulate the term of leases, require an Owner occupy a residential unit for a set period or percentage of time or establish other rules and regulations that encourage Owner occupancy of residential units.

Such provisions may be applied only to certain types of residential units, in the discretion of the Association. The Association may prohibit the leasing of any residential unit while the Owner is in default in the payment of Assessments. If the residential unit is leased in violation of this Declaration or any other rule or prohibition, the Association may attach rentals and may evict the tenant the same as if a tenant violation under Section 10.8 (c) had occurred.

10.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Development. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other than customary household pets, which it may define, acting reasonably; to designate specific areas within the Common Area where pets may be walked and to prohibit pets in other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

10.6 Temporary Structures; Camping. Markwood Preserve Design Guidelines may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel; provided, however, that reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. No other camping is permitted within the Development unless designated campgrounds are added to the property. In addition, the Association or Developer may permit the use of tents, trailers and other temporary buildings on the Common Area or elsewhere within the Development during art festivals, craft fairs, block parties and other special events, subject to regulation according to Markwood Preserve Design Guidelines, and may permit the reasonable use of Common Area or other property within the Development for camping or other activities by groups similar to the Boy Scouts or Girl Scouts.

10.7 Rules and Regulations.

- (a) Generally. The Association may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels, Common Area and any facilities or services made available to the Owners (the "Rules and Regulations"). This right shall include without limitation the right to approve rental agents, contractors and sub-contractors who do business within the Development.
- (b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least ten percent (10%) of the Members, an Association Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.
- (c) Notice. A copy of the Rules and Regulations adopted from time to time shall be maintained and posted in a reasonably accessible place within the Development, made available in the office of Developer or the Association, or furnished to each Owner.

10.8 Enforcement.

- (a) **Owner's Responsibility.** Each Owner and Owner's family members, guests and tenants shall conform to and abide by the covenants contained in this Declaration and any Rules and Regulations that may be adopted from time to time by the Association. Each Owner shall be responsible for assuring such compliance and any violation by family members, guests or tenants may be considered to be a violation by the Owner.
- (b) **Notice. Hearing and Fines.** Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations shall be given notice and an opportunity to be heard. After such hearing, the Association shall have the right to assess fines, up to the maximum allowed by law and may restrict the Owner's use of the Common Area for up to sixty (60) days or until remedied, whichever is longer. However, the primary goal of this provision is not to punish but to conciliate and resolve problems. The Association may suggest or approve agreements and waive the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association.
- (c) **Tenant Violations.** If a tenant is believed to be in violation of the Declaration or Rules and Regulations, the Association shall notify the Owner and tenant and provide an opportunity for hearing. If the Association determines after notice and opportunity for hearing that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner as provided in paragraph (b). In addition, if the violation continues for ten (10) days after notice to the Owner of the findings, or if the tenant materially violates either this Declaration or the Rules and Regulations more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment. Any lease provision that is inconsistent with the provisions of this Section shall be deemed void and is subordinate to this Declaration.
- (d) **Corrective Action for Parcel Maintenance.** If the Association determines after notice and opportunity for hearing that any Owner has failed to maintain any part of the Parcel (including the yard and any wall, fence, Building, garden structure or other structure) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Markwood Preserve Design Guidelines and applicable Rules and Regulations, the Association shall notify the Owner of its findings and may assess fines as provided in paragraph (b). If the violation continues for ten (10) days after notice to the Owner, the Association shall have the right without liability to enter upon such Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Association may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs and fees, including without limitation reasonable attorneys fees, related to such action shall be assessed to the Owner as an Individual Parcel Assessment.
- (e) **Pets.** After notice and opportunity for hearing, the Association may find that a pet causes an unsafe condition or unreasonable disturbance or annoyance and may require the Owner or tenant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the Owner or tenant fails to cooperate or if the pet is considered to create an unsafe condition, the Association may require that an Owner or tenant permanently remove the pet from the Development.

- (f) Covenants' Committee. The Association may appoint a Covenants' Committee composed of Parcel Owners to hear violations of the Declaration or Rules and Regulations and to recommend or impose fines or take any other enforcement action under this Section 10.8.
- (g) Additional Remedies. All remedies listed in this section are non- exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the Declaration and Rules and Regulations, as described in Section 14.3 ("Enforcement of the Declaration").

ARTICLE XI

Zones; Restrictions on Use

Additional Lots may be added to each zone in the future by Supplemental Declaration.

11.1 Applicability of this Declaration and the Master Deed Restrictions. The easements, restrictions, terms and conditions of this Declaration and the Master Deed Restrictions shall apply to all areas, unless specifically stated otherwise.

- (1) Design Review Committee Approval. No Building improvements of any nature whatsoever shall be constructed on any Parcel unless such Building or other improvement has been approved by the Design Review Committee in accordance with the terms of the Master Deed Restrictions.
- (2) Underground Utilities. All residential utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Property shall be installed and maintained below ground, subject, however, to existing easements and rights of way, as shown in the Plat and Plan.
- (3) Building Setbacks. (a) Subject to the provisions of this Section and the following Section below, minimum building setback lines for all Buildings shall be established either (i) by the Design Review Committee, (ii) on the Plat and Plan, or (iii) in the deed from Developer to the Owner of such Lot.
- (4) Minimum Living Space. Minimum Living Space in any Building shall be as follows:
- (5) Roofing. Roofing on all Buildings must be approved by the Design Review Committee in accordance with the Design Guidelines.
- (6) Exterior Lighting. All exterior lighting for any Building, including, without limitation, free standing lighting and utility (e.g., flood) lights attached to a Building, must be approved by the Design Review Committee.
- (7) Exterior Materials and Finishes.
 - (a) Approved exterior building material finishes for any Building must be approved by the Design Review Committee.
 - (b) All brick, stonework and mortar, as to type, size, color and application, must be approved by the Design Review Committee. All exterior colors, including, without limitations, the color of all roof shingles, brick, stone, stucco, synthetic plaster (e.g. dryvit), wood, trim, cornices, eaves, railings, doors and shutters shall be subject to approval of the Design Review Committee.
 - (c) Unless otherwise approved by the Design Review Committee, no concrete, concrete block or cinder block shall be used as an exposed building surface; any concrete, concrete block or cinder block utilized in the construction of a Building or for retaining walls and foundations shall be finished in the same materials utilized for the remainder of the Building (e.g., brick, stone, stucco, etc.).
 - (d) Metal flashing valleys, vents, and gutters installed on a Building shall be painted to blend with the color of the exterior materials to which it is adhered or installed.

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- (8) Fences. Unless approved by the Design Review Committee, no chain link, or wire fences shall be permitted on the Property except around areas within Common Areas and those fences erected by Developer. No fences shall be allowed in front yards. Electric fences shall not be permitted, except for invisible fences used for pets. The type of materials utilized for all fences (including the color thereof) and the location of all fences shall be subject to approval by the Design Review Committee.
- (9) Mailboxes. Only one (1) mailbox shall be allowed on any Lot. All mailboxes shall be of the type, design, color and location as may be established in the Design Guidelines or as otherwise approved by the Design Review Committee. Mailboxes shall contain only the house number of the Lot as approved by the Design Review Committee, but no further inscription, paintings, ornaments or artistry shall be allowed.
- (10) Utility Meters and HVAC Equipment. All electrical, telephone and cable television and other utility meters (other than gas and water meters which may be located at the front of a Building) shall be located at the rear of all Buildings, unless approved by the Design Review Committee. All exterior heating, ventilating and air conditioning compressor units and equipment shall be located, to the extent practicable, at the rear of a Building and, if the same are visible from the street, such compressor units and equipment shall be screened from public view by either walls or landscaping to be approved by the Design Review Committee. No window mounted heating or air conditioning units or window fans shall be permitted.
- (11) Driveways; Walkways. All driveways and walkways shall be constructed of concrete or other materials approved by the Design Review Committee.
- (12) Outdoor Furniture, Recreational Facilities and Clotheslines.
- (a) No furniture shall be placed, kept, installed, maintained or located in or on the front or side yards or areas of a Lot unless approved by the Design Review Committee in accordance with its landscaping guidelines. All other furniture placed, kept, installed, maintained or located on the Lot shall, to the greatest extent practicable, be located so that the same shall not be _ visible from any street.
 - (b) Wood piles shall be located only at the rear of a residential Building and shall be screened from view by appropriate landscaping or approved fencing from streets and, to the extent practicable, from adjacent Lots.
 - (c) Children's toys, swing sets, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall not be permitted on any Lot unless prior approval in writing is obtained from the Design Review Committee and the same is obstructed from the view of any street by appropriate approved fencing or landscaping.
 - (d) Unless otherwise approved by the Design Review Committee, barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the rear of a residential Building (or within a Courtyard) and to the extent practicable, shall not be visible from the street.
- (13) Construction of Improvements.
- (a) During the construction of any improvements: (i) all Lots shall be maintained in a clean condition, free of debris and waste materials, (ii) all construction materials shall be stored, to the extent practicable, out of view from any street and (iii) all construction trash, debris and rubbish on each Lot shall be properly disposed of outside the Property at least weekly. Used construction materials may be burned

on-site so long as such burning is conducted at the rear of such Lot and does not create a nuisance to other Owners or occupants or violate the laws, ordinances, codes, statutes, rules or regulations of any applicable Governmental Authority; in no event, however, shall any used construction materials be buried on or beneath any Lot or any other portion of the Development. No Owner or occupant shall allow dirt, mud, gravel or other substances to collect or remain on any street. Each occupant and each Owner and each Owner's contractor, subcontractors, laborers and suppliers 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 Buildings or improvements on a Lot or prior to such vehicles traveling on any streets in the Development.

- (b) No construction trucks, equipment or machinery, including any trailers used for the transportation of construction equipment or machinery, shall be parked overnight on any streets or roads within the Property. Upon completion of construction of any improvements or any Building, all construction machinery, tools and equipment, all unused construction materials and all trash, debris and rubbish shall be immediately removed from the Lot and such Lot shall be kept and maintained in a clean and _ uncluttered condition.
 - (c) All Buildings and any other improvements shall be constructed in compliance with the Design Guidelines and all applicable federal, state, county and local laws, ordinances, rules, regulations and zoning and building code requirements. Each Owner shall be solely responsible for obtaining from the appropriate Governmental Authorities all necessary permits and licenses and otherwise paying all required fees for the construction of any improvements on such Owner's Lot. Each Owner shall also be responsible for strict compliance with the Design Guidelines and all applicable watershed protection, soil erosion and other governmental requirements, both during and after completion of construction of any improvements on such Owner's Lot.
- (14) Swimming Pools. Swimming pools, outdoor hot tubs, reflecting or fish ponds, saunas, whirlpools and lap pools may be constructed, installed and maintained only within approved areas of a Lot subject to the prior written approval of the plans for the same by the Design Review Committee. Above-ground pools shall not be permitted on any Lot. The Design Review Committee shall have the right to adopt further rules and regulations governing the construction of swimming pools and other outdoor water features or amenities within the Property.
- (15) Additional Regulations. In addition to the restrictions set forth in this Declaration, (i) the Design Review Committee shall have the right, in its sole discretion, from time to time and at any time to adopt, modify and amend the Design Guidelines in order to impose such other, further or different requirements or restrictions which shall be binding on all Owners, including the adoption of additional or more specific requirements and restrictions governing the improvement and use of any Lot and (ii) the Board of the Association shall have the right from time to time and at any time to adopt, modify and amend such Rules and Regulations as the Board, in its sole discretion, determines to be in the best interests of all Owners, which Rules and Regulations shall be binding on all Owners.
- (16) Variances. The Design Review Committee, in its sole discretion, shall have the exclusive right to grant variances with respect to the provisions of any restrictions set forth herein or in the Design Guidelines. Any variance request submitted to the Design Review Committee shall be in writing and, upon approval of the same, shall be evidenced by a written variance executed by the Design Review Committee. No decision of the Design

Review Committee shall serve as precedent for any future requests for variances. Any variance granted by any Municipality or other Governmental Authority shall not be binding upon the Design Review Committee.

- (17) **Enforcement and Remedies.** In the event any of the provisions of this Article are breached or are not otherwise being complied with in all aspects by any Owner or occupant or the respective family members, guests, invitees, agents, employees or contractors of any Owner or occupant, then the Association and the Design Review Committee shall have the remedies available to it under the Master Deed Restrictions.

ARTICLE XII

Insurance

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

12.2 Casualty Insurance. The Board shall obtain and maintain casualty insurance on the Common Area for fire and other casualty damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Common Area.

12.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Common Area and any topographic conditions or water access located on or adjoining the Development. At the Board's discretion, such coverage may include easements, such as walkways, that benefit the Association. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

12.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by Members of the Board and advisory members in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

12.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.6 Parcel Coverage. Each Owner shall obtain casualty insurance for improvements on his Parcel and may elect to obtain liability insurance. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.

12.7 Repair and Reconstruction after Fire or Other Casualty.

- (a) Common Area. If fire or other casualty damages or destroys any of the improvements on the Common Area, the Board shall arrange for and supervise the prompt repair and restoration of the improvements unless the area is to be redeveloped as provided in Section 13.3 ("Redevelopment"). The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.
- (b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by Markwood Preserve Design Review Committee or the area is to be redeveloped as provided in Section 13.3. If the Owner fails to clean and secure a Parcel within thirty (30) days after a casualty, the Association may, in accordance with the provisions of Section 10.8(d) ("Corrective Action for Parcel Maintenance", remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

ARTICLE XIII

Amendment, Redevelopment and Termination

13.1 Amendment.

- (a) By Members. Subject to the rights reserved to Developer in the Articles of Incorporation and Bylaws (which, among other things, provide that only Developer, during the Development Period, shall be exclusively entitled to take various actions and vote on all matters to be voted on by the Members of the Association), this Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval by Members representing sixty seven percent (67%) of the votes in the Association.
- (b) By the Developer. To the extent permitted by law, the Developer specifically reserves the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Department of Veterans Affairs, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.
- (c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Developer may not be amended without the specific consent of the Developer.
- (d) Recording. Any amendment shall take effect upon recording.
- (e) Supplemental Declaration. The provisions of any Supplemental Declaration shall not be deemed an amendment of this Declaration, notwithstanding any modification or addition of provisions applicable to such additional property.

13.2 Dedication.

- (a) Common Roads. If any portion of the Common Roads has not previously been dedicated to the public, the Developer or Association shall have the right to convey title to or dedicate the Common Roads to the appropriate public agency or authority.
- (b) Common Area. All other Common Area may be dedicated to the public by the Board upon consent of Parcel Owners representing sixty seven percent (67%) of the votes in the Association.
- (c) Alleys: footpaths. No earlier than twenty (20) years from the recording of this Declaration, if the Association determines that it no longer wishes to maintain all or some of the alleys or footpaths between Parcels, the ownership of such alleys or footpaths may be divided evenly between the adjacent Parcel Owners, with the consent in writing of Parcel Owners representing sixty-seven percent (67%) of the votes in the Association. The property shall be subject to an easement for any then-existing utilities, and an easement may be reserved for continued use of the alleys or footpaths if required by the approving Owners.
- (d) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency.

13.3 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Development and shall inure to the benefit of and be enforceable by the Developer, the Association, and all Owners of property within the Development, their respective legal representatives, heirs, successors or assigns for twenty (20) years, and shall be automatically extended for three (3) succeeding ten (10) year periods unless an instrument signed by Owners representing ninety percent (90%) of the votes in the Association within the last year prior to expiration of the ten (10) year period shall have been recorded, agreeing to terminate the Declaration as of a specified date. This Declaration may also be terminated in any of the following ways:

- (a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.
- (b) Dedication of Common Area. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty-seven percent (67%) of the votes in the Association, if all of the Common Area have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (except that alleys or footpaths between two Parcels may be divided evenly between the adjacent Parcel Owners in accordance with Section 13.2),

13.4 Condemnation. If all or part of the Common Area is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

ARTICLE XIV
Common Maintenance Parcels

14.3 Allocation of Costs for Services. The cost of services set forth in such services shall be assessed to the Common Maintenance Parcels as an Individual Parcel Assessments. Costs are to be divided as follows:

- (a) Landscape Maintenance. The cost of common area landscape maintenance shall be shared equally among all Parcels.
- (b) Other Maintenance. The pro rata share of the cost for all other services required or permitted in a Common Maintenance Zone
- (c) Management. The cost of the Association's additional professional management attributed to the Common Maintenance Zone shall be added to the cost of the services provided.

ARTICLE XV
General Provisions

15.1 Interpretation.

- (a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Development as a community of the highest quality.
- (b) Governmental Regulation. All provisions of this Declaration shall be subject to applicable government regulation or agreements.

15.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

15.3 Enforcement of Declaration.

- (a) Enforcement. Without limiting any of the foregoing provisions regarding enforcement, remedies or liens, and in addition thereto, suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Developer or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.
- (b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.
- (c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

15.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

15.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

15.6 Consent of Mortgagees.

- (a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights of the Developer, the Association or the Members to make amendments that do not adversely affect the Mortgagees.
- (b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on more than fifty percent (50%) or more of all Parcels encumbered by a mortgage.
- (c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within thirty (30) calendar days of receipt of request for consent shall be deemed given.

15.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Alabama.

15.8 Regulation by the City of Tuscaloosa. Each Owner hereby agrees that the City of Tuscaloosa (the "City") is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Common Area. In the event that the City, or any agent thereof, determines that the Common Area are being maintained in a manner that is dangerous or detrimental to the health, safety and welfare of the community, pursuant to the provisions of the Tuscaloosa Municipal Code, the City and its agents, may upon ten (10) days notice to the Association enter upon the Common Area and make any repairs or improvements to the Common Area that the City and its agents deem necessary to remedy such conditions. Thereafter, the Association and each Owner shall be obligated to pay to the City its costs for all improvements, work and/or labor, supplied or furnished to the Common Area. The obligation to pay said costs shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City within five (5) days of receipt from the City of a statement for such costs, which receipt shall be required to be served upon the President of the Association only. All Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each lot in favor of the City, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City may bring an action at law against the Association and/or any Owner, or foreclose the lien against any property owned by any Owner. However, it is understood that any such lien in favor of the City shall be subordinate to the lien of any deed of trust placed upon the property for the purpose of securing indebtedness incurred to purchase or improve such property. Neither the Association nor any Owner may waive or otherwise escape liability for the cost incurred by the City as described herein.

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IN WITNESS WHEREOF, the undersigned hereby make this Declaration of Easements, Covenants and Restrictions for Markwood Preserve and have caused this Declaration to be executed as of the date first written above.

Markwood Preserve
Ready Land Co.

By: 
SCOTT HOLMES, Its President



Proposed Restrictions

Design Guidelines. The Markwood Preserve Design Guidelines established the plan for the development of Markwood Preserve through the regulation of land use, architecture, and environment. The Markwood Preserve Design Guidelines are originally adopted by the developer as provided in the Master Deed Restrictions. The Markwood Preserve Design Guidelines do not need to be recorded to be effective but shall be available from the Markwood Preserve Design Review Committee.

Design Review Committee. The Markwood Preserve Design Review Committee is the panel established to administer the Markwood Preserve Design Guidelines, as established by the Master Deed Restrictions.

Master Deed Restrictions. The Master Deed Restrictions establish the Markwood Preserve architectural guidelines as the guide for all construction within Markwood Preserve and create the Markwood Preserve Design Review Committee. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any lot or common area must be approved in advance by the Markwood Preserve Design Review Committee.

Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the development. Unless a notice is recorded specifically to the contrary, the submission of additional property to this declaration shall automatically extend the provisions of the master deed restrictions to the additional property.

Assignment to Association. The master deed restrictions provide for the developer's enforcement of the Markwood Preserve Design Guidelines during the development period. At the end of the development, the developer shall assign to the Association its rights to enforce the Markwood Preserve Design Guidelines, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the developer is unable or unwilling to perform its powers of the Master Deed Restrictions, the Association shall have and assume the responsibility of appointing members of the Markwood Preserve Design Review Committee and enforcing all violations of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and the Markwood Preserve Declaration of Easements, Covenants, and Restrictions.

Covenants Committee. The Association may appoint a covenant committee composed of parcel owners to hear violations of the Declaration, of Rules and Regulations, Master Deed Restrictions, and the Design Guidelines. The Association shall also have right to bring suit to enforce the Declaration and Rules and Regulations.

Enforcement. Without limiting any of the foregoing provisions regarding enforcement, remedies or liens, and addition thereto, suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this declaration. To enforce this declaration or the rules and regulations, the Association, the developer, or any owner may bring in an action for damages, specific performance, declaratory decree, or injunction, or any other remedy at law or in equity. The board shall be empowered to bring suits on behalf of the Association.