

**DECLARATION OF CONDITIONS, COVENANTS AND  
RESTRICTIONS PERTAINING TO BEACON POINTE – PHASE 1  
SUBDIVISION**

The undersigned, Woodis Properties, LLC, Woodis Construction Company, LLC, Jeremy Glenn Robison, Leah F. Robison, Kevin H. Puckett, Aimee Puckett, Jonathan Wesley Thompson, William Michael Aycock, Donna Michele Aycock, Margaret Bailey, Robbie H. Gaston, Holli Gaston, William J. Coons, Jr., Loren McCoy, Lucy R. Cook, Joyce Barton, Brett T. McAlister, Shanna M. McAlister, Hubert G. Hughes, Mary E. Hughes, Zhi Zong Huang, Xia Wang, Rebecca Narmore, Patrick L. Stokes, Shetal K. Key, Martin F. Key, Kenneth L. Stoy, Elizabeth C. Stoy, Jeff Wynn, David C. Reed, Hope Reed, Horizon Home Builders, LLC, and Charles D. Patrick, Carolyn Elaine Cain, and James Daniel Cain, being the owners of and the holders of all right, title or interest therein of all property in that subdivision known and designated as BEACON POINTE Phase 1, according to the plat thereof prepared by Alexander Surveys, and recorded in the Office of the Judge of Probate of Colbert County, Alabama in Map Cabinet "C" at Slide 130 and on Microfiche 2007-08, Frame 464, hereby impose on all Lots the following conditions, covenants and building restrictions (collectively referred to as "Covenants").

**GENERAL CONDITIONS:**

1. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years from the date the subdivision plat is filed of record in the Office of the Judge of Probate of Colbert County, Alabama, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of at least seventy-five percent (75.00%) of lots owners of record at such time. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees. There shall be one vote for each lot owned regardless of whether there is more than one record owner of each lot. Lot owners shall have one vote for each lot owned.
2. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision or for BEACON POINTE Homeowner's Association, to be formed, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages for such violation, or both, and in the event of a breach of said Covenants, the person or persons committing the breach shall pay all cost of enforcing these covenants, including a reasonable attorney's fee.
3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

Recorded In OFRD BK 2009 PG 24162, 09/03/2009 12:06:03 PM Recording Fee 65.00, TOTAL 65.00  
W Thomas Crosslin, Judge Of Probate, Colbert

**COVENANTS AND RESTRICTIONS:**

1. The Architectural Control Committee shall consist of three (3) members appointed by Woodis Properties, LLC. One of the members shall be a homeowner in the subdivision.
2. A site plan, prepared by a licensed surveyor showing location of the proposed improvements including dwellings, all driveways, patios decks and any and all other structures and improvements must be completed in advance of any work.
3. All driveways and entranceways onto the lots, which require the removal of curb and/or guttering shall be constructed or the curbs and guttering thereon shall be removed by the use of a concrete cutting saw.
4. Underground electrical, telephone, and TV cable services are required.
5. All lot owners in BEACON POINTE must be a member of BEACON POINTE Homeowners Association. Each lot owner/member shall be entitled to one vote for each lot owned on matters to be voted upon by the Homeowners Association. Lot owners shall have one vote for each lot owned.
6. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than detached, single family dwelling and private garage and accessory buildings and structures such as enclosed storage rooms, screened enclosures and patios. No temporary structures may be placed on the premises except necessary shelters used by builders during construction, and these must be removed upon completion of construction.
7. All dwellings constructed in BEACON POINTE must contain a minimum 2000 square feet of heated and cooled, enclosed livable floor space. All multi-story dwellings must contain a minimum of 1500 feet on ground level. No unfinished storage, utility room, basement, attic, breezeway, porch, or garage shall be counted as part of the living area for the purpose of determining the minimum building size.
8. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard size American cars, but not less than four hundred (400) square feet of floor space. All driveways must be concrete. All garage doors shall be operable. No abandoned or non-usable motor vehicle may be parked or kept on any part of a recorded lot or in the subdivision streets. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally enclosed garages. Any detached garage shall have the same appearance as the residence and be constructed of the same materials and conform to Muscle Shoals City Zoning setback regulations.

9. No building shall be built closer than 25 feet to the front lot line, 30 feet to the rear lot line, and 12 feet to any side lot line (except corner lots where a minimum of 25 feet from the side street line must be maintained).
10. Only finished materials such as brick, stucco, or drivet shall be used on the main surface of the residence. Vinyl or aluminum may be used for gables or trim purposes only. No metal roofs allowed. All exterior machinery and equipments, such as air conditioning compressors and other mechanical features or storage, shall be screened by structures or landscaping approved by Woodis Properties, LLC. Air conditioner compressors, to the extent feasible, should be located at the rear of a residential dwelling. No window mounted heating or air conditioning unit shall be permitted.
11. No signs of any kind shall be displayed to the public view on any lot except an approved development identification sign and one temporary sign of not more than three feet in area advertising the property for sale.
12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. No more than two dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Homeowner's pets must be kept within the boundaries of his own lot. Owners must comply with the City of Muscle Shoals, Alabama Leash Law Ordinance. No owner shall keep or maintain any pet or animal that has a vicious propensity, or that becomes a nuisance to the neighborhood.
13. Landscaping and the building of driveways and the installation of mailboxes within utility easements are permissible but; however, it is the responsibility of the property owner to remove the same if access to the utilities is necessary. Landscaping must be complete 90 days after completion of the home.
14. Mailboxes must be standardized and purchased from Woodis Properties, LLC, as approved by BEACON POINTE Homeowners Association. Mailboxes shall contain only the family name, home number and street name of the lot, as approved by BEACON POINTE Homeowners Association. But no further inscription, painting, ornaments, or artistry shall be allowed.
15. All fences shall be a type and quality approved by Woodis Properties, LLC, in advance. No chain link fences shall be allowed. Each fence shall have a gate. If the permitted fence has only one finished side it must be the side exposed to the public. No fence may be erected nearer the front lot line than the rear of the dwelling. Exceptions may be made to include patios and porches.
16. No satellite dishes, radio and television antennae, radio receivers or other similar devices or aerials shall be attached to any lot or any dwelling situated on a lot. All solar devices shall be subject to the approval of Woodis Properties, LLC. Satellite dishes measuring 18" in diameter or smaller may be attached to the rear slope of the roof, provided it is not visible from the street.
17. Outside clotheslines or other facilities for drying or airing clothes are prohibited. Barbecue grills, bird feeders, wood carvings, plaques and other types of home

craft are prohibited in the front or side yards, but may be located in the rear yards so long as the same are not visible from the street.

18. Trash containers shall be located at the rear or side of the dwelling, properly screened, or in the garage and must not be visible from a Street.
19. The front of homes located on lots 1, 19, 24, 27, 32 & 35 must face the south. The front of homes located on lots 20, 23, 38, 31, 36, 39 must face the north.
20. If any lot owner fails to maintain his property and improvements to the satisfaction of the Homeowners Association, the Homeowners Association, after ten (10) days prior written notice be registered mail to the homeowner, shall have the right to enter upon the property and restore it to a satisfactory condition and in compliance with the Covenants set forth herein. The entry onto a homeowner's property for these purposes is expressly agreed upon and shall not constitute a trespass. The cost of the work involved shall be assessed against the lot owner and, if not paid within ten (10) days of notice, the Homeowners Association may collect the assessment by court action. In the event court action is necessary, the lot owner shall, in addition to the cost of the work, be liable for \$500.00 as liquidated damages, attorney's fees and court cost.

IN WITNESS WHEREOF, Troy Woodis, as Member of Woodis Properties, LLC, has set his hand and seal this the 8<sup>th</sup> day of May, 2009.

WOODIS PROPERTIES, LLC

BY: Troy Woodis  
Troy Woodis, Member

STATE OF ALABAMA  
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Troy Woodis, whose name as member of Woodis Properties, LLC is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, he, as such member and with full authority, signed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of May, 2009.

Kimberly A. Maddox  
NOTARY PUBLIC

My Commission Expires: **MY COMMISSION EXPIRES 04/11/12.**

SEAL

IN WITNESS WHEREOF, Troy Woodis, as Member of Woodis Construction Company, LLC, has set his hand and seal this the 8<sup>th</sup> day of May, 2009.

WOODIS CONSTRUCTION  
COMPANY, LLC

BY: Troy Woodis  
Troy Woodis, Member

STATE OF ALABAMA  
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Troy Woodis, whose name as member of Woodis Construction Company, LLC is signed to the foregoing and who is known to me, acknowledged before me on this date that, being informed of the contents of the foregoing, he, as such member and with full authority, signed the same voluntarily as of the day the same bears date.

Given under my hand and official seal this the 8<sup>th</sup> day of May, 2009.

Kimberly A. Maddox  
NOTARY PUBLIC

My Commission Expires: **MY COMMISSION EXPIRES 09/17/12.**

SEAL

IN WITNESS WHEREOF, I have set his hand and seal this the 28<sup>th</sup> day of May, 2009.

Jeremy Glenn Robison  
JEREMY GLENN ROBISON

CFRD 2009 24166