

STATE OF ALABAMA

1499

LAUDERDALE COUNTY

PROTECTIVE COVENANTSOFCEDAR COVE SUBDIVISION

The undersigned being all the owners of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat prepared by White, Lynn & Duncan, C.E., known and designated as Cedar Cove Subdivision, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 5, at Page 105, hereby impose on all the said numbered lots, the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then record owners of the restricted lots, it is agreed to change said covenants in whole or in part. The term "record owners" shall not include mortgagees.

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 the Cedar Cove Subdivision Homeowners Association, 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 so 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 costs of enforcing these covenants, including a reasonable attorney's fee.

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.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on one lot and a part of another lot or parts of several lots as hereinafter provided. No multifamily dwellings shall be permitted. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height excluding the basement and a private garage and other out-buildings incidental to residential use of the lot, which out-buildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the lot has a minimum square footage of 15,000 square feet.

2. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3. No trailer, mobile home, basement, tent, shack, garage, boathouse, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in the outbuilding. A temporary building may be permitted during the construction of a residence as approved by the Architectural Control Committee. All mail boxes and posts shall be uniform and approved by said Committee.

4. DWELLING QUALITY AND SIZE. No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, garages, and carport, of less than one thousand eight hundred (1,800) square feet. All two-story residences in the subdivision must have a ground floor area,

exclusive of open porches, terraces, basement and garages and carports of nine hundred (900) square feet.

The use of asbestos siding or shingles except asbestos shingles on the roof and "perma stone" or the same or a similar material by another name shall be prohibited. No exposed concrete blocks shall be permitted.

No carports or garages facing the street shall be permitted unless they have at least a 20-foot floor surface width. All driveways in said subdivision shall be of hard surface material such as concrete, asphalt, brick, etc.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat.

6. BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, No dwelling shall be located on any waterfront lot nearer than 105 feet from the rear (waterfront) lot line, unless approved (because of particular lot measurements) by the Architectural Control Committee. Garages may not be located at the rear of a lot nearer than 105 feet from the rear (waterfront) lot line. For the purposes of this covenant, eaves and steps shall not be considered a part of a building.

7. The Architectural Control Committee is composed of John Terry Wylie, William Paul Wylie and W. Woodrow Truitt, Jr. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

8. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

9. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 8 above.

The Architectural Control Committee shall have full power and authority to waive any provisions contained in these covenants and further shall have full power and authority to waive, alter or amend any building setback line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.

10. No sign of any kind shall be displayed to the public view on any lot except a professional real estate sign of not more than two square feet advertising the property for sale. The subdivision developers may erect such signs as are necessary

advertising the subdivision.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs, two cats or other domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dog will be kept whose barking, trespassing or other conduct constitutes an annoyance or nuisance to any other property owner. No vicious dog or other animal with vicious propensities shall be permitted in the subdivision.

13. No wire or cyclone fence shall be permitted at the front of any lot nearer to the street than the back side of the house, and any fence, wall, or other fence to be built on any lot shall be erected only after obtaining the approval in writing of the Architectural Control Committee.

14. No motor vehicles, boats, mobile homes or campers shall be kept on any lot for a period in excess of thirty days unless kept in a garage completely enclosed.

15. No radio or TV antenna shall have a height in excess of ten feet above the highest point of the roof of the house on each lot.

16. No storage tanks of any kind shall be permitted above ground.

17. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises. No garbage incinerators shall be permitted.

18. GARBAGE AND REFUSE DISPOSAL. No lot shall be used

or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

19. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over three (3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

20. For the purpose of maintaining roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Cedar Cove Subdivision Home-owners Association, Inc., a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and, if not paid, such assessment shall constitute a lien on said lot owner's property.

21. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time and the construction of any building

must be completed within twelve (12) months.

22. No swimming pool or tennis courts or outdoor lighting shall be erected or constructed without the express permission in writing of the Architectural Control Committee, and the location and the use of the same shall be such as to not constitute a nuisance or annoyance to the neighborhood.

23. Residents are permitted to utilize a portion of the rear (waterfront side) of their lot for vegetable garden plots. The maximum size of a vegetable garden plot is restricted to twenty feet by twenty feet (20' x 20'). When the garden plot is not being utilized for the growing of vegetables or fruits, lot owners must keep the area maintained in a manner consistent with the remainder of the lot. That is, dead and dried plants, limbs, stems, and other pieces of vegetation should be cleared and disposed of so that the garden plot area is neat and orderly. Garden plot locations for interior lots are restricted to the rear portion of the lot.

24. No boathouse or pier shall be erected, placed, or altered on any lot or attached thereto, until the construction plans and specifications and a plot plan showing the location of the structure on the lot have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. Boathouse structures cannot exceed fifteen (15) feet in height from the highest point on the roof to the level of the boat dock serving the structure. The roof structure cannot exceed twenty-five (25) feet in width and lengths and widths of the docks and walkways must be approved by the Architectural Control Committee. Boathouses shall not serve as temporary or permanent residences, and boathouses shall not be designed to serve and cannot be used as temporary or permanent residences. The owner shall be

responsible for obtaining all permits or approval necessary from the TVA or other governmental agencies having jurisdiction prior to the commencement of any construction. No boathouse may be constructed or maintained past a distance of twenty (20) feet, measuring from the shoreline toward the main road serving the subdivision.

Mildred Max
Mildred Max

John Terry Wylie
John Terry Wylie

Willard Woodrow Truitt, Jr.
Willard Woodrow Truitt, Jr.

Martha Lucas Truitt
Martha Lucas Truitt

William Paul Wylie
William Paul Wylie

Mary Carolyn Wylie
Mary Carolyn Wylie

Acknowledged in General Code Form by Mildred Max before John A. Grayson, a Notary Public for Marion County, Indiana. This 29th day of November, 1982. (Seal)

Acknowledged in General Code Form by John Terry Wylie before Vickery H. Moon, a Notary Public for Lauderdale County, Alabama. This the 30th day of November, 1982.

Acknowledged in General Code Form by Willard Woodrow Truitt, Jr. and wife, Martha Lucas Truitt before Vickery H. Moon, a Notary Public for Lauderdale County, Alabama. this the 30th day of November, 1982.

Acknowledged in General Code Form by William Paul Wylie and Mary Carolyn Wylie before Vickery H. Moon, a Notary Public for Lauderdale County, Alabama. This the 30th day of November, 1982.

Filed, December 9, 1982

Recorded, Book 1205, Pages 516-525