

STATE OF ALABAMA

COLBERT COUNTY

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**PROTECTIVE COVENANTS AND RESTRICTIONS
APPLICABLE TO COLD WATER TRACE PHASE I**

The purpose of the following covenants, conditions and restrictions is to create an atmosphere of peace, harmony, and tranquility among the owners and neighbors of Cold Water Trace Phase I. Additionally, by adhering to the covenants, conditions and restrictions, property values should be maintained and ultimately so will the quality of life of the residents of Cold Water Trace Phase I.

The undersigned, **T & D LAND INVESTMENTS, LLC; DANIEL VANDIVER, LYNN VANDIVER, TREVA MICHELE MCGUIRE, JIM MOORE BUILDERS, LLC, VERBON QUINN, JAMES A. KIMBROUGH, JR., CANDACE D. KIMBROUGH, STEVEN E. COLLINSWORTH, DEBRA M. COLLINSWORTH, JOEL WALLS, RACHEL WALLS, JAMES T. VAFEAS, APRIL MORGAN, DAVID STEGALL, RHONDA STEGALL, RANDY HOLDEN, KRYSTAL HOLDEN, JENNA COLLINSWORTH, ROLAND KENNAMORE and SONYA KENNAMORE**, being the owners of and the holders of right, title or interest therein of all property in that subdivision shown on the map and plat prepared by John E. Cleghorn, PLS., known and designated as Cold Water Trace Phase I, a subdivision located in Colbert County, Alabama, and recorded in the office of the Judge of Probate of Colbert County, Alabama, in Map Cabinet C, Slide 101 and Fiche 2004-32 at Page 378, hereby impose on all 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 for ten (10) years from the date 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 a majority of the then record owners of the restricted lots, it is agreed to terminate the covenants and restrictions. Any provision hereof may be amended at any time by an instrument approved by at least sixty-six percent (66%) of the lot owners (1 vote per lot) of record at such time. No amendment is effective until it is duly recorded. 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 Cold Water Trace Phase I Homeowners Association (if formed) to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so or to recover damages for such violation, or both, and in the event of 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.

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Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

1. 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 swimming pools, enclosed storage rooms, screened enclosures and patios. No structures shall be erected, altered, placed or permitted to remain on any lot until approved by the Architectural Control Committee. (hereinafter referred to as the A.C.C.)
2. The A.C.C. is composed of Todd Ouellette and David Cole. In the event of death or resignation of a member of the A.C.C., the remaining member shall have full authority to designate a successor. The composition of the A.C.C. may be changed, to include, members of the committee, numbers of members of the A.C.C., and amend the powers and duties of the A.C.C. Amendment to the A.C.C. requires a sixty-six percent (66%) majority vote of the record owners of lots (1 vote per lot) in Cold Water Trace Phase I. The term "record owners" shall not include mortgagees.
3. The A.C.C. shall have full and final approval of the architectural plans, landscape plans and site plans as follows:
 - a) All architectural plans must be submitted to the A.C.C. for written approval. This includes original construction and all subsequent alterations or additions.
 - b) A landscape plan in sufficient detail as to be acceptable to the A.C.C., in its sole discretion, shall be furnished to the A.C.C. before any site preparation is commenced.
 - c) A site plan, prepared by a licensed surveyor, showing existing contour elevations at 2-foot intervals, proposed contours, location of proposed improvements including dwelling, all driveways, patios, decks and any and all other structures and improvements shall be furnished to the A.C.C. in advance of any work.
 - d) No work of any nature may be commenced on site until written approval has been given by the A.C.C.
 - e) All plans shall be submitted to the A.C.C. no later than 30 days before anticipated start of site work.
 - f) Use of concrete slabs are permitted for first floor construction; however, the slab shall be elevated at least 4 eight (8) inch blocks in height to give the appearance of a crawl space.
4. No recorded lot shall be further subdivided. Only one residential/single family structure may be built per any recorded lot. No apartments, duplexes or multi-family dwelling improvements may be erected or maintained. No house trailers, mobile homes, modular houses or manufactured houses or structures shall be located on the recorded lot.

5. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two (2) standard size American cars, but not less than four hundred (400) square feet of floor space. All garages shall have two (2) operable doors. Single doors are not permitted. The interior walls of all garages must be finished (taped, mudded, bedded and painted like other rooms in the building. No garage shall be permitted to be enclosed for living area or used for purposes other than storage of automobiles and related normal use. Garage doors must be kept closed at all times except during ingress and egress. All vehicles (including recreational vehicles) on the premises must be kept totally enclosed and not visible from the street; however, in addition to the vehicles being kept in the enclosed garage, the owner may keep one (1) additional vehicle (automobile or truck) parked on concrete driveway. No work may be done on any motor vehicle, boat, or other equipment on the premises except in the garage. No such work shall be done on a commercial basis. No abandoned or non-usable motor vehicle, commercial truck or construction equipment may be parked or kept on any part of a recorded lot. Storage of boats, campers, trailers and the like on the property shall be permitted provided they are behind the rear building line and screened from street view (Fence or Landscaping). No garage doors may face the front of the residence; however, if constructed on a corner lot the garage doors may face the adjacent street.
6. All driveways and entranceways onto the lots which require the removal of curb and/or guttering shall be removed by the use of a concrete cutting saw. All parking lots, driveways and walks will be surfaced with exposed aggregate concrete, brick or other approved material.
7. No temporary structures may be placed on the premises except necessary shelters used by builders during the construction and these must be removed upon completion of construction. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or accessory building shall be used on any lot at any time for a residence, whether temporarily or permanently
8. No residence may be constructed unless it contains at least 2000 square feet of finished, heated and cooled, enclosed area on the level of the residence at the street elevation. 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.
9. No building shall be built closer than 35' to the front lot line, 40' to the rear lot line and 12' from the side lot line. (except corner lots where a minimum of 25' from the side street line must be maintained as to any structure).
 - a) Due to the modern configuration of houses and cul-de-sac design, variances may be required for some home designs. Such request for variances must be submitted to and approved by the City of Tuscumbia. If such a variance is obtained it must also be also approved by the A.C.C.


10. Accessory buildings shall be of the same construction and appearance as the single-family residence. The roof-roofline-exterior shall be the same as the single-family residence. The accessory building shall be of permanent nature. The accessory building must have exterior entrance doors. The accessory building must be three hundred (300) square feet or more in floor space on the first floor. The accessory building must conform to city zoning setback regulations in force at the time of erection. Accessory building must be approved by the A.C.C. The City of Tuscumbia must also approve, if a variance is required.
11. All fences shall be of type and quality approved by the A.C.C. in advance. No chain link fences shall be allowed, unless concealed by a privacy fence. 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 shall be erected nearer the front lot line than the rear line of the dwelling unless approved by the A.C.C. No fence shall exceed 6' in height.
12. No aboveground pools shall be erected, constructed or installed on any lot. Any in-ground pools shall be fenced with an approved material approved by the A.C.C. taking into consideration, among other things, appropriate child safety standards, appearance and size. In-ground pool must be approved by the A.C.C. The City of Tuscumbia must also approve if a variance is required.
13. Exterior finish of all homes built in Cold Water Trace Phase I must be at least eighty percent (80%) brick. Vinyl, aluminum and dryvit can be used for soffits, gable ends and around windows and doors.
14. The proportions of roofs will be consistent with the proposed architectural style. Flat roofs are not permitted. Metal roofs are not permitted. Asphalt shingles of dimensional style and appearance are required. The main roof of the dwelling will have a pitch of not less than seven (7) inches to twelve (12) inches unless approved by A.C.C. Heating/air conditioning, plumbing vents and all other roof mounted objects will not penetrate the roof on the road side of the building unless determined to be absolutely necessary by the A.C.C. In all cases vents will be painted the same color as the roof.
15. All siding is to be approved by the ACC or Cold Water Trace Phase I Homeowners Association if formed. Siding must be wood grained, textured or concrete. No more than 20% of any house shall have siding and no siding is allowed on the first level of a multi-story house without approval of ACC.
16. All garbage containers are to be kept from public view, except for pickup. No piles of trash or garbage may be kept in public view. All exterior machinery, air conditioning compressors and other mechanical features, storage tanks or fuel tanks shall be screened by a similar structure or landscaping approved by the A.C.C.
17. Except as may be permitted because of hardship, no window air conditioning units may be installed in any residence, unless approved by the A.C.C.

18. Property owners will keep the outside of all structures on their lots maintained in an attractive and orderly state, at all times. The landscaping shall be maintained in a neat and trim condition at all times.
19. All utilities are to be underground except for temporary line as required during construction.
20. No accessory building may be leased or rented except as part of the entire premises including the single-family residence.
21. All debris from clearing of any lot for construction must be transported and discarded outside the subdivision. All lots, whether vacant or occupied shall be kept mowed and in clean condition.
22. The recorded plat designates utility and drainage easements. An owner shall maintain this area, but may place no obstruction thereon which interferes with the use and maintenance of such easements.
23. No signs may be displayed to public view except one named identification sign not more than two square feet in size and one temporary real estate sign no more than five square feet. This restriction shall not apply to the undersigned owners.
24. No exterior antennas may be installed or maintained. No satellite receiver may be installed or maintained unless hidden from public view or enclosed in a manner approved in advance by the A.C.C.
25. No obnoxious or offensive activity may be maintained on the property. Only caged birds, domestic dogs and cats may be kept on the premises. All domestic animals allowed shall be kept within an enclosed area or off premises on a leash. No animal will be allowed that disturbs surrounding property owners.
26. No commercial activity shall be maintained on the property.
27. Each lot shall be connected to public water and sewer system before occupancy.
28. The owner of each lot agrees to use mailbox facilities approved by the A.C.C.
29. Once commenced, construction will be diligently pursued to the end and it may not be left in a partly finished condition any longer than reasonably necessary. The home shall not be occupied unless it is substantially complete.
30. All homes should be landscaped as soon as possible after construction. All of yard is to be sown with grass as a minimum. Shrubs, trees and flowerbeds should be designed to enhance the beauty of the homes. The A.C.C. reserves the right to govern landscaping design if the need should arise.
31. All outdoor lighting shall be directed to avoid glare and excessive spillage on adjacent property owners. Seasonal lighting (such as Christmas lights) shall be removed shortly after the Holiday.
32. Playground equipment, swings, slides, monkey bars, etc. will be placed in a location behind the rear building line and shielded from street view.

- 33. Vegetable gardens shall be allowed only if property screened from view in the opinion of the A.C.C.
- 34. No camper, motor home, recreational vehicle, boat, trailer, bus, truck, commercial or otherwise, motorcycle or any unlicensed or unsightly vehicle may be stored or kept on any lot for longer than 48 hours per year unless kept within an approved garage with the doors of same closed. Furthermore, no automobiles or trucks or other vehicles shall be parked in the public street right of way with the exception of occasional social gatherings hosted by the owner of the lot.
- 35. The ACC reserves the right to reduce the minimum square footage of a residence by ten (10%) in order to accommodate a smaller lot size.
- 36. The undersigned owners hereby expressly reserve the right to replat any property which he owns prior to conveyance. Any such division, boundary line change or replating shall not be in violation of the applicable subdivision and zoning regulations. Any and all additional phases of Cold Water Trace will be substantially subject to all restrictions stated in this declaration. If heated and cooled square footage minimums are changed, they will not be reduced.
- 37. In addition to this declaration. All construction must comply and be permitted by the City of Tusculumbia. All construction must be performed by licensed contractors.

IN WITNESS WHEREOF, the undersigned T&D LAND INVESTMENTS, LLC has caused this instrument to be executed this 20th day of December ~~October~~ 2004.

T & D LAND INVESTMENTS, LLC

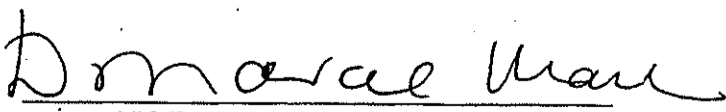
By:  L.S.
DAVID E. COLE.
 Vice-President and Member

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that **DAVID E. COLE** whose name as Vice-President and Member of **T & D LAND INVESTMENTS, LLC** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he, as Vice-President and Member of said **T & D LAND INVESTMENTS, LLC**, executed the same voluntarily on the day the same bears date for and as the act of said **T & D LAND INVESTMENTS, LLC**.

Given under my hand and official seal this 20th day of December 2004.


 NOTARY PUBLIC
 My Commission Expires: 5-15-06