

STATE OF ALABAMA )  
 )  
 LAUDERDALE COUNTY )

[ 5841

PROTECTIVE COVENANTS OF COVE CREEK ESTATES

The undersigned, being the owner of and the holder of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat prepared by Alexander Maps and Surveys, Inc., known and designated as Cove Creek Estates, Phase 1, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, at Page 91, 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 the parties and all persons claiming under them until June, 2000, 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 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. 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 "Committee").

2. The Architectural Control Committee is composed of Roy M. Horton and Robert D. Mathews. In the event of death or resignation of a member of the Committee, the remaining member 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 these covenants. The recorded owners of a majority of the lots may change the members of the Committee, and increase the number of members on the committee, through a duly recorded instrument, likewise, the recorded owners of majority of the lots shall have the power through a duly recorded instrument to withdraw from the committee or restore to it any of its powers and duties.

3. The Committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 10 working days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the

construction has been commence prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

4. 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 all structures on the lot, including the dwelling, all driveways, patios, decks and other structures and improvements, 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 3 above.

5. All builders and sub-contractors must be approved by the Committee. A written list of builders and sub-contractors must be submitted to the Committee at least thirty days prior to the anticipated commencement of work. The Committee shall have the absolute right to refuse anyone, without cause or explanation, in its sole discretion, and no work may commence without such approval in writing as to all builders and sub-contractors intended to be used. The Committee, by acceptance of the proposed builders and sub-contractors, makes no warranties or representations with regard to the quality of work or job performance of such builders and sub-contractors.

6. No recorded lot shall be further subdivided. Only one residential/single family structure may be built per any recorded lot. No apartments may be maintained or built. No housetrailer shall be located on the recorded lot.

7. 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 garage doors shall be operable. All vehicles shall be parked on paved driveways. No work may be done on any motor vehicle, boat, or other equipment on the premises except in the garage or in the rear of the residential building. No such work shall be done on a commercial basis. No abandoned or non-usable motor vehicle, boat, equipment, or construction equipment will be permitted on any recorded lot.

8. 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.

9. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally-enclosed garages.

10. No residence may be constructed unless it contains at least 1800 square feet of finished, heated and cooled, enclosed living area. No unfinished storage, utility room, basement, attic, breeze way, porch, or garage shall be counted as part of the living area for the purpose of determining the minimum building size.

11. a) No building shall be built no closer than 30 feet to the front lot line, 35 feet to the rear lot line, and 12 feet to any side lot line [except corner lots where a minimum of 30 feet from the side street line must be maintained as to any structure].

b) Whenever the owner of two contiguous lots, or portions thereof, constructs a dwelling partly on both lots, the side lot line restriction in (a) hereof does not apply to the side lot line which forms a common boundary between such lots.

12. 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 four hundred (400) square feet or more in floor space on the first floor. The accessory building shall be built no closer than twenty (20) feet to the rear line of the residential building, and twelve (12) feet to any side lot line except as otherwise provided herein.

13. An enclosure at least thirty-six inches (36") in height shall be maintained, including a gate or door, for placement of all trash and garbage cans. No piles of trash or garbage may be kept in public view. All exterior machinery, air conditioning compressors and other mechanical features or storage or fuel tanks shall be screened by a similar structure or landscaping approved by the Committee. The grounds, lawns, landscape shall be maintained on a regular basis to provide the entire property with a neat appearance.

14. Only finished materials such as brick, stucco, painted siding and stained or painted wood shall be used for exterior surfaces of any structures. Vinyl or aluminum siding can only be used on soffits, gable ends, and around windows and doors.

15. All fences shall be a type and quality approved by the Committee 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 line of the dwelling unless approved by the Committee in advance.

16. No signs may be displayed to public view except one identification sign not more than two square feet in size and one temporary real estate sign not more than five square feet in area. This restriction shall not apply to Roy M. Horton and Robert D. Mathews.

17. No exterior antennas may be installed or maintained. No satellite received may be installed or maintained unless hidden from public view or enclosed in a manner approved in advance by the Committee.

18. No noxious or offensive activity may be maintained on the property. All domestic animals allowed shall be kept within an enclosed area or on a lease. No animal will be allowed that disturbs surrounding property owners.

19. No commercial activity shall be maintained on the property.

20. No discharge of firearms shall be allowed within Cove Creek Estates, nor shall hunting of any kind be allowed.

21. Caged birds may be kept only inside the residential dwelling. Domestic dogs and cats may be kept on the premises. No more than two dogs and/or two cats may be kept. No animals shall be allowed off the premises of owner's lot except on a lease or appropriate cage. No commercial business concerning animals shall be allowed. No propagation, breeding, grooming, boarding of animals will be allowed as a commercial business. No aggressive or dangerous animals will be allowed on the premises. No farm or zoo type animals may be kept, stabled or boarded on the premises. No other animals may be kept on the premises unless approved by the Committee.

22. Each lot will be connected to public water and a properly installed septic system that is approved by the Department of Public Health. All owners shall connect to the public sewer system within thirty days after it is made available to the property.

23. Each owner of a residential lot agrees that he will not cut any trees on steep slopes or any portion of his property that could cause wash, erosion, or loss of top soil. Each owner agrees to consult with the Alabama State Forestry Department or a consulting forester to establish a tree removal program, if he desires to cut trees from his property. Each owner agrees to protect all trees, native plant growth and wildlife during and after all construction on his property. Any tree removal program must be approved by the Committee.

24. Each owner of a residential lot agrees to protect the topsoil of his property to prevent erosion, wash or loss of topsoil.

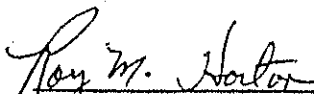
25. Each owner of a residential lot agrees that all flowing streams, stream beds, and stream banks will not be altered, obstructed, damned, restricted, in their normal course. No property owner shall withdraw water from any stream located in the subdivision property for any purpose. No property owner shall allow any form of pollution to occur on or in any stream located in the subdivision property. No weir shall be placed on any stream. No gravel, sand, dirt or stones shall be removed from any streams except as to preserve the streams beauty, safety, natural flow.

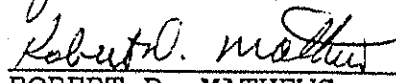
26. Each owner of a residential lot agrees that all stream banks shall be preserved at all times. No stream banks and contiguous fifty feet of property may be altered except as to preserve and or beautify this area as a natural landscape area. No trees or plants shall be cut, removed, or altered that would allow erosion or loss of the banks and contiguous fifty feet of property.

27. Each owner of a residential lot agrees to only use mailbox facilities approved by the Committee and acceptable to the U.S. Post Office.

28. The recorded subdivision designates a recreational area (approximately three acres). Owners of the residential lots shall have non-exclusive access to and use of the recreational area, however, Roy M. Horton and Robert D. Mathews make no representations to owners with regard to the use of such property in the event they sell or convey the property to a third-party in the future. Furthermore, as a material part of the consideration for purchasing a lot in Cove Creek Estates, each owner hereby agrees to hold harmless and indemnify Roy M. Horton and Robert D. Mathews from any and all claims, actions or lawsuits for injuries or death sustained by Owner, his family and invitees, during the use of said recreational area. This indemnity shall include expenses and attorney fees incurred by Roy M. Horton and Robert D. Mathews in the defense of such claims, actions or lawsuits. This indemnity is binding upon and inures to the benefit of each owner and Roy M. Horton and Robert D. Mathews, their heirs, assigns, executors or administrators, and estates.

29. No failure or neglect on the part of the Architectural Committee to demand or insist on the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained or to proceed for the restraint or violation thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereof; it being understood that all of the foregoing may be enforced at any time notwithstanding the date on which the violation may have occurred.

  
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ROY M. HORTON

  
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ROBERT D. MATHEWS

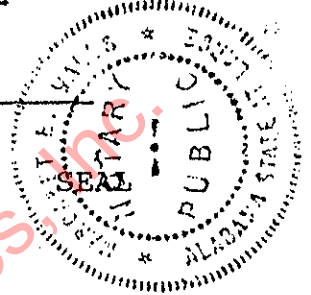
STATE OF ALABAMA )  
 )  
Colbert COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roy M. Horton and Robert D. Mathews, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 7<sup>th</sup> day of February, 1991.

Margaret B. Wales  
NOTARY PUBLIC

My Commission Expires: 4-8-91



Compliments of Alabama Land Services

STATE OF ALABAMA  
LAUDERDALE COUNTY  
INSTRUMENTS  
CERTIFIED FILED  
MAR 5 2 24 PM '91  
BOB HORN  
CLERK  
JUDGE

STATE OF ALABAMA  
LAUDERDALE COUNTY, PROBATE COURT  
I hereby certify that the foregoing instrument was  
filed to record in this office on Mar. 5, 1991  
at 2:24 pm o'clock and duly recorded in Fiche  
91-47 Frame F09-F13 Food Tax  
\$ \_\_\_\_\_ Mig. Tax \_\_\_\_\_ Fee 13.50  
William L. Hawley Judge of Probate

STATE OF ALABAMA )  
 )  
 LAUDERDALE COUNTY )

AMENDMENTS TO PROTECTIVE COVENANTS OF COVE CREEK ESTATES

The undersigned, being the owners of all the property embraced Cove Creek Estates, Phase 1, a subdivision as shown on the map and plat prepared by Alexander Maps and Surveys, Inc. and filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, at Page 91, hereby amend the protective covenants dated February 7, 1991 and filed for record at Microfiche 91-47, Frame F09-F13, Lauderdale County Probate Office, by imposing on all lots in said subdivision, the following additional covenants and building restrictions:

30. Asphalt house siding may not be used for an exterior surface of any structure or improvement constructed on a subdivision lot.

31. All landscaping plans must be approved by the Architectural Control Committee prior to commencement of construction of any structure or improvement on the subdivision lot. Approval shall be as provided in Paragraph 3 of the Protective Covenants of Cove Creek Estates recorded in Microfiche 91-47, Frames F09-F13, Lauderdale County Probate Office.

32. Construction of any home or improvement must be completed within nine months of the date the Architectural Control Committee has approved construction plans and specifications. The intent of this provision is to prohibit any owner from constructing his home over an extended period of time while living in a finished part of the home or living on the premises.

33. All utilities must be buried underground. Electrical conduit must be buried from the point of the nearest power pole to the house or improvement being constructed. No above ground gas tanks will be permitted. Any deviation from the provisions of this Paragraph must be approved by the Architectural Control Committee in writing.

34. Protective covenants contained herein and in the instrument filed at Microfiche 91-47, Frames F09-F13, may be amended, by deletion, revision, or addition thereto, by the owners of two-thirds of the lots located in Cove Creeks Estates, Phase I, filing a recorded instrument in the Lauderdale County Probate Office containing such amendments.

All other provisions and protective covenants contained in the instrument filed for record at Microfiche 91-47, Frames F09-F13, Lauderdale County Probate Office shall remain the same and continue in full force and effect.

  
 ROY M. HORTON

  
 ROBERT D. MATHEWS

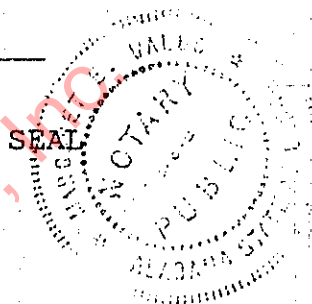
STATE OF ALABAMA )  
                          )  
Colbert COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Roy M. Horton and Robert D. Mathews, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of July, 1991.

Margaret E. Webb  
NOTARY PUBLIC

My Commission Expires: 4/8/95



Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA  
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was filed to record in this office on Aug. 1, 1991 at 11:20am o'clock and duly recorded in Fiche 91-179 Frame G08-G09 Tax \$          Mig. Tax          For 6.00

Willie L. Ashley Judge of Probate

STATE OF ALABAMA  
LAUDERDALE COUNTY  
PROBATE COURT  
AUG 1 11 20 AM '91