

COPY

RLPY 2001 31308
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Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

STATE OF ALABAMA

Recording Fee 21.00
TOTAL 21.00

LAUDERDALE COUNTY

PROTECTIVE COVENANTS
FOR
BLUEWATER POINTE

The undersigned, **PARKER BROTHERS**, a general partnership, being the owners of the property described on the foregoing deed, known and designated as **Lot Number 12, BLUEWATER POINTE**, a subdivision located in Lauderdale County, Alabama, hereby imposes on this property the following covenants and building restrictions:

I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE

No structure of any kind shall be built on said property until the plans and plot plan for same have been approved by the "Architectural Control Committee", which approval shall not be reasonably withheld.

II. LAND USE AND BUILDING TYPE

No numbered lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling house primarily devoted to and used as a residence. All commercial buildings are expressly prohibited. No numbered lot can be divided or subdivided.

III. DWELLING QUALITY AND SIZE

The minimum living area of a one-story dwelling must have a minimum living area of 1,800 square feet. The minimum living area of a two story dwelling shall be 2,000 square feet with the minimum area for the first floor being 1600 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. No dwelling shall remain incomplete for a period of 6 months and no unfinished dwelling may be occupied. The procedure to enforce this is covered below. Foundation surface of structure must be brick, brick veneer or stone. The exterior must be brick unless approved in writing by the Architectural Control Committee. All dwellings should have good quality workmanship and materials. All homes must be built by a licensed Contractor to insure quality workmanship and protection for all residents. Garages or a detached garage, permissible for the storage of not more than three(3) vehicles, are to be constructed from the same or equal materials as the main structure. Finished basements shall be considered living area if it is finished with the same quality and materials as the main floor. "Basement houses", defined as houses on slabs that are fifty percent or more underground that is used as the primary residential floor, are prohibited.

IV. BUILDING LOCATION

No building shall be located on any lot nearer than 100 feet to the front lot line (which is the street line), or nearer than 50 feet to the 505 contour line to the water. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. Set backs are to be approved by the Architectural Control Committee prior to construction. For purposes of this covenant, eaves, steps and open porches shall not be considered in computing the set backs. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots. No part of a detached garage shall be closer than 50 feet to a front street line or 505 contour line, 5 feet to a rear lot line or 8 feet to a side lot line or 35 feet to a side street line. No more than one pier and/or one boat house can be constructed on Lots 2-14. The use of house ~~boats, cruisers and other types of water conveyances that are regularly docked at any of the~~ property as a permanent residence is expressly prohibited.

Other than soundly constructed boat houses, uncovered decks and piers, no miscellaneous building shall be located nearer than 15 feet to the TVA water contour line or within 10 feet to any side lot line. The boat house cannot be enclosed and must be constructed with no more than an uncovered deck or roof over it. Before construction, design and location of the boat house must be approved in writing by the Homeowners Association as well as be approved by the Corps of Engineers or any other appropriate authority.

V. EASEMENTS

21.00

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Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

VI. NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is being undertaken and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water vehicles, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. No travel trailers and other recreational vehicles may be parked on any lot. No satellite dishes or antennae towers are allowed in the front yard or on the front half of the roof.

VII. TEMPORARY STRUCTURE

No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

VIII. OUTBUILDINGS

No basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee.

IX. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

X. GARDEN

No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.

XI. FENCES

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. No fence shall in any event be allowed within 100 feet of the front property (street) line except that in the case of corner lots, no fence shall in any event be constructed closer to the front property line than the minimum setback line.

XII. BUSINESS OR TRADE

No noxious or offensive trade, commercial activity or any other activity shall be conducted upon any lot, nor shall anything be done thereon that maybe or become an annoyance or nuisance to the neighborhood.

XIII. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL

The street frontage of all numbered lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to,

the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements.

XIV. USE OF LOT

None of the lots nor any part thereof shall be used as a roadway, footpath, trail or access way of any kind to provide any person or persons with access or entry to Lake Wilson, other than the owner of said tract, his or her family and their bona fide guests.

XV. SIGNS

No sign of any kind shall be displayed in public view on any lot, except one professional sign or not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XVI. DRIVEWAYS

All driveways constructed on the Lots shall be a minimum of ten (10) feet in width. It is required that each house have a concrete driveway. Each residence must have a concrete driveway.

XVII. ROADS

Lots 1 through 10 front a gravel road sixty (60) feet in width as reflected on Exhibit "B" attached. All future purchasers of those lots will be required to sign a joint maintenance agreement and understand that this will be a private road, and it will not be maintained by Lauderdale County or any other governmental agency, unless they later accept this as a public road.

XIII. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of three (3) people and the initial members are Doug Parker, Danny Parker and Anita Parker. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. The members of such Committee shall serve until they shall resign are removed by death, or replaced by a vote of 75% of the lot owners.

XIX. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE

(a) At any time, the then record owners of two-thirds of the lots in said subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs III and IV of these protective covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related Covenants shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

XX. TERMS OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which

an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

XXI. VIOLATIONS

(a) If any person or entity shall violate any of the restrictions or covenants herein, it shall be lawful for any person or persons owning property with said addition of subdivision to prosecute any proceedings at law or in equity against the persons or person violating any such covenants or restrictions to prevent any such violation or attempted violation or recover damages for same.

(b) Invalidation of any one of these Covenants by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed this 19 day of July, 2001.

PARKER BROTHERS,
an Alabama partnership

By: [Signature]
Douglas W. Parker
Its: General Partner

By: [Signature]
Daniel G. Parker
Its: General Partner

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that Douglas W. Parker and Daniel G. Parker, whose names as General Partners of Parker Brothers, a partnership, 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, as such partners, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this 19th day of July, 2001.

[Signature]
Notary Public
My commission expires: 1-8-2002

~~THIS INSTRUMENT PREPARED BY:~~
YATES, MITCHELL, BERNAUER & WINBORN
Joe H. Yates
P.O. Drawer 10
Florence, Alabama 35631

gwa\
Protective Covenants/BLUEWATER POINTE.01-1007

STATE OF ALABAMA

LAUDERDALE COUNTY

RLPY 2005 23654
Recorded In Above Book and Page
05/12/2005 04:09:33 PM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

Recording Fee 20.00
TOTAL 20.00

PROTECTIVE COVENANTS

FOR

BLUEWATER POINTE

The undersigned, **PARKER BROTHERS LTD.**, a general partnership consisting of **Douglas W. Parker and Daniel G. Parker** as general partners, is the owner of most of the property embraced in the subdivision shown on the map and plat known and designated as **BLUEWATER POINTE**, a subdivision located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 81. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE

No structure of any kind shall be built on said property until the plans and plot plan for same have been approved by the "Architectural Control Committee", which approval shall not be reasonably withheld.

II. LAND USE AND BUILDING TYPE

No numbered lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling house primarily devoted to and used as a residence. All commercial buildings are expressly prohibited. No numbered lot can be divided or subdivided.

III. DWELLING QUALITY AND SIZE

The minimum living area of a one story dwelling must have a minimum living area of 1,800 square feet. The minimum living area of a two story dwelling shall be 2,000 square feet with the minimum area for the first floor being 1600 square feet. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. No dwelling shall remain incomplete for a period of 6 months and no unfinished dwelling may be occupied. The procedure to enforce this is covered below. Foundation surface of structure must be brick, brick veneer or stone. The exterior must be brick unless approved in writing by the Architectural Control Committee. All dwellings should have good quality workmanship and materials. All homes must be built by a licensed Contractor to insure quality workmanship and protection for all residents. Garages, or a detached garage, permissible for the storage of not more than three (3) vehicles, are to be constructed from the same or equal materials as the main structure. Finished basements shall be considered living area if it is finished with the same quality and materials as the main floor. "Basement houses", defined as houses on slabs that are fifty percent or more underground that is used as the primary residential floor, are prohibited.

IV. BUILDING LOCATION

No building shall be located on any lot nearer than 100 feet to the front lot line (which is the street line), or nearer than 50 feet to the 505 contour line to the water. No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 50 feet to the rear lot line. Set backs are to be approved by the Architectural Control Committee prior to construction. For purposes of this covenant, eaves, steps and open porches shall not be considered in computing the set backs. Where the phrase "lot line" is used herein the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots. No part of a detached garage shall be closer than 50 feet to a front street line or 505 contour line, 5 feet to a rear lot line or 8 feet to a side lot line or 35 feet to a side street line.

No more than one pier and/or one boat house can be constructed on Lots 2-14. The use of house boats, cruisers and other types of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited.

Other than soundly constructed boat houses, uncovered decks and piers, no miscellaneous building shall be located nearer than 15 feet to the TVA water contour line or within 10 feet to any

side lot line. The boat house cannot be enclosed and must be constructed with no more than an uncovered deck or roof over it. Before construction, design and location of the boat house must be approved in writing by the Homeowners Association as well as be approved by the Corps of Engineers or any other appropriate authority.

V. EASEMENTS

Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

VI. NUISANCE

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets overnight, except where construction on houses is being undertaken and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water vehicles, tractors or other mechanical devices, except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. No travel trailers and other recreational vehicles may be parked on any lot. No satellite dishes or antennae towers are allowed in the front yard or on the front half of the roof.

VII. TEMPORARY STRUCTURE

No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

VIII. OUTBUILDINGS

No basement, tent, shack, garage, barn or other outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee.

IX. LIVESTOCK AND POULTRY

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

X. GARDEN

No lot may be used for agricultural purposes except that a private vegetable garden may be maintained on the rear one-third of each lot.

XI. FENCES

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee. No fence shall in any event be allowed within 100 feet of the front property (street) line except that in the case of corner lots, no fence shall in any event be constructed closer to the front property line than the minimum setback line.

XII. BUSINESS OR TRADE

No noxious or offensive trade, commercial activity or any other activity shall be conducted upon any lot, nor shall anything be done thereon that maybe or become an annoyance or nuisance to the neighborhood.

XIII. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL

The street frontage of all numbered lots shall be maintained clean, neat and free of undergrowth at all times and no noxious or offensive conditions shall be continued thereon. No lot shall be used or maintained as a dumping ground for rubbish or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers and all incinerators or other equipment for the

storage or disposal of such material shall be kept in a clean and sanitary condition. Burning garbage is prohibited except during construction of homes.

All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements.

XIV. USE OF LOT

None of the lots nor any part thereof shall be used as a roadway, footpath, trail or access way of any kind to provide any person or persons with access or entry to Lake Wilson, other than the owner of said tract, his or her family and their bona fide guests.

XV. SIGNS

No sign of any kind shall be displayed in public view on any lot, except one professional sign or not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

XVI. DRIVEWAYS

All driveways constructed on the Lots shall be a minimum of ten (10) feet in width. It is required that each house have a concrete driveway. Each residence must have a concrete driveway.

XVII. ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall consist of three (3) people and the initial members are Doug Parker, Danny Parker and Anita Parker. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. The members of such Committee shall serve until they shall resign, are removed by death, or replaced by a vote of 75% of the lot owners.

XVIII. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE

(a) At any time, the then record owners of two-thirds of the lots in said subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

(b) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs III and IV of these protective covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

(c) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related Covenants shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

XIX. TERMS OF RESTRICTIONS

These covenants are to run with the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants in whole or in part.

XX. VIOLATIONS

(a) If any person or entity shall violate any of the restrictions or covenants herein, it shall be lawful for any person or persons owning property with said addition of subdivision to prosecute

any proceedings at law or in equity against the persons or person violating any such covenants or restrictions to prevent any such violation or attempted violation or recover damages for same.

(b) Invalidation of any one of these Covenants by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.

Executed this 12 day of May, 2005.

PARKER BROTHERS LTD.,
an Alabama partnership

By: Douglas W. Parker
Douglas W. Parker, General Partner

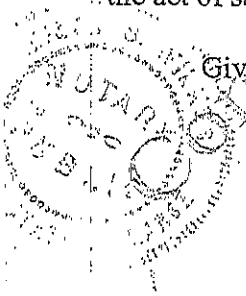
By: Daniel G. Parker by Douglas W. Parker
Daniel G. Parker, General Partner
By his Attorney in Fact, Douglas W. Parker

Attorney in Fact

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **Douglas W. Parker**, whose name as General Partner of Parker Brothers LTD., a partnership, and as **Attorney in Fact for Daniel G. Parker**, also a General Partner of Parker Brothers LTD. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such partner and Attorney in Fact for Daniel G. Parker, as such partner, and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal, this 12 day of May, 2005.



Douglas W. Parker
Notary Public
My commission expires: 9/20/05

THIS INSTRUMENT PREPARED BY:

Joe H. Yates
YATES & STANPHILL
102 South Court Street, Suite 506
Florence, AL 35630
(256) 764-7331

01-1007
protective covenants/bluewater pointe