

STATE OF ALABAMA)
)
COLBERT COUNTY)

PROTECTIVE COVENANTS

OF

DAVIS ESTATES

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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 Paxton, Price and Rider Engineering, Inc., known and designated as Davis Estates, located in Colbert County, Alabama, and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Plat Cabinet C, Slide 4-B, hereby impose on all the said numbered lots, the following covenants and building restrictions.

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These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until October 1, 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 James C. Waddell, Jr. and John P. Blackwell, Jr. In the event of death or resignation of a 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 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

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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.

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 apartments may be obtained or built. No housetrailer shall be located on the recorded lot. 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. 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, equipment, or construction equipment will be permitted on any recorded lot.

8. Off-street parking must be provided for no less than two automobiles. Driveways must be constructed of an appropriate material to include asphalt, concrete, pea gravel (washed concrete) or crushed limestone. Any other material is deemed to be inappropriate.

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. A residence consisting of more than one story must contain at least 2100 square feet of finished, heated and cooled, enclosed living area, including 1600 square feet on the ground level. 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 50 feet to the front lot line, 50 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 as to any structure]. Any changes or deviations from the original subdivision plat shall be done in such a manner that would not alter any of the above setback line requirements.

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. 9017 683

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, painted siding, vinyl or aluminum siding, drivet and stained or painted wood shall be used for exterior surfaces of any structures. No exposed concrete block, painted or unpainted, stucco or concrete slabs shall be allowed.

15. All fences shall be a type and quality approved by the Committee in advance. No barbed wire 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. No fence shall exceed six (6) feet in height.

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.

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, nor shall anything that is considered to be a nuisance to the neighborhood be allowed. All domestic animals allowed shall be kept within an enclosed area or on a leash. No animal will be allowed that disturbs surrounding property owners.

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

20. No livestock, other than one horse per acre for each lot, shall be allowed on the premises. No cattle, pigs, chickens, or other type of livestock shall be allowed on the premises. Domestic animals, such as dogs and cats, are allowed, however, must be kept within an enclosed area or on a leash. No animal will be allowed that disturbs surrounding property owners or which is considered dangerous. No commercial breeding business shall be permitted on the premises.

21. 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.

DAVIS ESTATES

Gene Crump
GENE CRUMP

James C. Waddell, Jr.
JAMES C. WADDELL, JR.

James D. Hughston
JAMES D. HUGHSTON

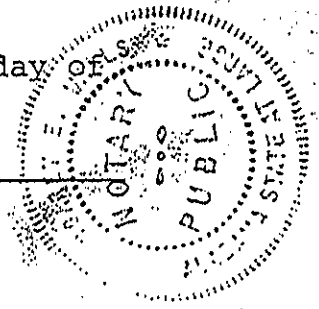
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DEPT. OF PUBLIC HEALTH
NOTARY PUBLIC
1990 OCT - 5 PM 3:35
OFFICE OF ALABAMA DEPT. OF
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STATE OF ALABAMA)
COLBERT COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Gene Crump, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of August, 1990.

Margaret E. Ellis
NOTARY PUBLIC

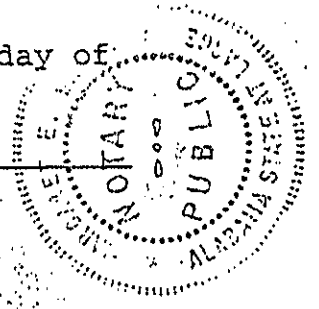


STATE OF ALABAMA)
COLBERT COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James C. Waddell, Jr., whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of August, 1990.

Margaret E. Ellis
NOTARY PUBLIC

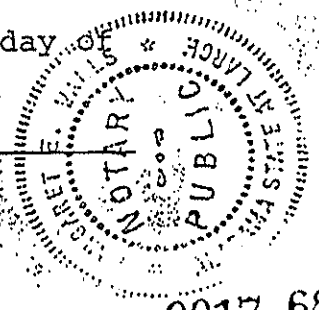


STATE OF ALABAMA)
COLBERT COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James D. Hughston, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of August, 1990.

Margaret E. Ellis
NOTARY PUBLIC



STATE OF ALABAMA

COLBERT COUNTY

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MODIFICATION OF PROTECTIVE COVENANTS OF DAVIS ESTATES PERTAINING TO THE ARCHITECTURAL CONTROL COMMITTEE

The undersigned, being the recorded owners of a majority of the lots in Davis Estates, a subdivision filed of record in the Office of the Judge of Probate of Colbert County, Alabama, do hereby amend and modify Protective Covenant denominated 2 of the Protective Covenants of Davis Estates, same being filed for record in Fiche 9017 at Page 681 in the Office of the Judge of Probate of Colbert County, Alabama by changing the membership of the Architectural Control Committee from those persons set forth therein and increasing the number of members of said Architectural Control Committee. The said changes of the membership and the increase of the number of members of said Architectural Control Committee shall be reflected as follows:

The Architectural Control Committee is composed of Tom Gosser, Barbara Kirchner, Anthony Landers, Felice Green and Roger Griffith.

This 30th day of August 1999.

Jerry & Barbara Kirchner	Jerry & Barbara Kirchner
Roger & Felice Griffith	Roger & Felice Griffith
Bill & Kim Wilkerson	Bill & Kim Wilkerson
Robert H. Stegall	Robert H. Stegall
Henry & Rebecca Rockhill	Henry & Rebecca Rockhill
David & Vicki Kirchner	David & Vicki Kirchner
Anthony & Rena Hovater	Anthony & Rena Hovater
Steve & Anita Pickering	Steve & Anita Pickering
Ann Dunaway & Tom Gosser	Ann Dunaway & Tom Gosser
Doug & Beth Swinney	Doug & Beth Swinney
Thomas & Peggy Starfield	Thomas & Peggy Starfield
Alex C. & Felice J. Green	Alex C. & Felice J. Green
Alan & Debbie Nix	Alan & Debbie Nix
David & Susan Hendrix	David & Susan Hendrix
Russ & Judi Blackwell	Russ & Judi Blackwell
Rog & Natalie Nelson	Rog & Natalie Nelson
Debbie & Robert Byrd	Debbie & Robert Byrd
Anthony W. Landers	Anthony W. Landers
James McCorkle & Amy	James McCorkle & Amy
Tom & Susan	Tom & Susan

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STATE OF ALABAMA

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COLBERT COUNTY

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TWO ADDITIONS TO PROTECTIVE COVENANTS OF DAVIS ESTATES

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The undersigned, being the recorded owners of a majority of the lots in Davis Estates, a subdivision filed of record in the Office of the Judge of Probate of Colbert County, Alabama, do hereby add Protective Covenants 22 and 23 to the Protective Covenants of Davis Estates. The Protective Covenants of Davis Estates are filed for record in Fiche 9017 at Page 681 in the Office of the Judge of Probate of Colbert County, Alabama. These two new covenants shall become part of the total covenants and be treated as such in regard to any changes and automatic extensions for successive periods of ten (10) years as provided in paragraph two of the Protective Covenants of Davis Estates.

Protective Covenant 22, a new covenant, is as follows:

22. No road can be constructed through any lot for the purpose of expanding Davis Estates or connecting Davis Estates with other property or for constructing more than one house on a lot.

Protective Covenant 23, a new covenant, is as follows:

23. No lots in Davis Estates can be further subdivided for the purpose of building more than one house on a lot.

Witness

<u>Barbara Kitchener</u>	<u>Car Ann Joyce Griffin</u>
<u>Ray Griffin</u>	<u>Greg Kitchener</u>
<u>Car Ann</u>	<u>Ray Griffin Greg Kitchener</u>

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STATE OF ALABAMA
COLBERT COUNTY

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MODIFICATION OF PROTECTIVE COVENANTS 10 AND 21 OF DAVIS ESTATES

The undersigned being the recorded owners of a majority of the lots in Davis Estates, a subdivision filed of record in the Office of the Judge of Probate of Colbert County, Alabama, do hereby amend and modify Protective Covenants numbered 10 and 21 of the Protective Covenants of Davis estates, same being filed for record in Fiche 9017 at Page 681 in the Office of the Judge of Probate of Colbert County, Alabama as follows:

Amendment A
Covenant 10:

No one story residence may be constructed unless it contains at least 2400 square feet of finished, heated and cooled, enclosed living area. A residence consisting of more than one story must contain at least 3000 square feet of finished, heated and cooled, enclosed living area, including 2200 square feet on the 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.

This covenant applies to any lots changing ownership and purchased after March 15, 2004. Any residence built on lots purchased before April 15, 2004 shall require only 1800 square feet of living area for a one-story residence. A residence containing more than one story shall require 2100 square feet of living area, with 1600 square feet on the ground level for lots purchased before March 15, 2004.

Amendment B
Covenant 21:

Each lot will be connected to public water and a properly installed septic system that is approved by the Department of Public Health.

This 24th day of May 2004.

See attached signatures.

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