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STATE OF ALABAMA
COLBERT COUNTY

PROTECTIVE COVENANTS OF MCGUIRE ESTATES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being all of the owners of and all parties having any right, title or interest in that certain subdivision shown and designated on the map or plat prepared by Billy Shoemaker, P.L.S., known and designed as

MCGUIRE ESTATES

and recorded in the office of the Judge of Probate of Colbert County, Alabama, in Plat Cabinet C-62, hereby impose upon all of the lots of the aforesaid subdivision, according to the plat thereof, the following covenants and restrictions:

MCGUIRE ESTATES is a planned residential development in the city of Muscle Shoals, Alabama. The covenants and restrictions of this declaration shall run with and bind the properties, and shall inure to the benefit of and shall be enforceable by the association or the owner of any properties subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of Ten (10) years, unless an instrument is writing, signed by a majority of the then owners, has been recorded within the year preceding the beginning of each successive period of Ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this declaration shall be modified or terminated as specified herein. The provisions of this article shall run with and bind the land in perpetuity.

2002 10 036

II

An architectural control committee will be formed to promote harmony of architectural design and enhance the beauty of MCGUIRE ESTATES.

III

a) All lots in said subdivision shall be used for single-family residential purposes. No structure other than single-family dwellings not exceeding two and one-half stories in height, and appurtenant garages and other outbuildings, shall be erected or be permitted to remain on any lot or combination of lots.

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

IV

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1800 square feet for one story dwellings, with the exception that one story dwellings with a basement must have 1600 square feet on the first floor plus at least 800 square feet of finished living area in the basement and 2400 square feet for a two story building with a minimum of 1600 square feet on the first floor of a two story building. All dwellings must have a garage and the entrance to the garage cannot face the street unless approved in writing by the Architectural Control Committee.

V

(a) The use of asbestos, composition or asphalt exterior siding is expressly prohibited. Further, the use of "permastone" or similar material is expressly prohibited.

When concrete block is used for foundations, it must be covered with concrete, brick or plaster. All driveways of said subdivision shall be of hard surface, such as concrete, asphalt or brick.

(b) No building shall be located on any lot nearer than 6 feet to either side lot line. No building shall be located on any lot nearer than 35 feet from any street line. No building in said subdivision shall be located on any lot nearer the rear lot line than 10 feet. (c) Before the commencement of the construction of any building upon any lot the plans, specifications and a lot plan therefor shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenants, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if the context so indicates.

VI

(a) No basement house, tent shack, garage, barn or other outbuilding erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any truck, trailer, bus body, mobile home, camper or like structure be parked upon or in the street abutting said property, or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted with regard to construction or structure involved. no sheds, storehouses or the like will be permitted on any lot except with the written approval of the Architectural Control Committee.

(b) All sheds, storehouses or the like which are permitted by written approval of the "Architectural Control Committee" under the provisions of paragraph VI of these certain protective covenants, shall be constructed of the same type and color of the exterior material and trim used on the house located on the lot with equal quality of workmanship.

2002 10 039

VII

No fences shall be placed on any lot except upon written approval of the Architectural Control Committee, and no fence shall in any event be allowed within 35 feet of the front property line, except that in case of corner lots, no fence in any event may be constructed closer to the front property line than the minimum building setback line.

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. 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.

VIII

No business or trade of any kind, or other commercial enterprise or noxious or offensive activity shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done there on which may be or become any annoyance, danger or nuisance to the neighborhood.

IX

The street frontage of all 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.

X

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, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or

2002 10 039

other structure designed for use of boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

XI

No sign of any kind shall be displayed in public view on any lot except one professional sign of not more than five 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.

XII

Perpetual easements are reserved for utility installation and maintenance as set forth on said recorded plat.

XIII

The Architectural Control Committee for such subdivision shall consist of Bill Bradford and Joe Keenum of Muscle Shoals, Alabama. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any question 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 or be removed by death, and the remaining members, or member, shall have full authority to designate a successor or successors, in any such case.

XIV

(a) At any time the then record owners of three-fourths of the lots in said subdivision shall have the power, through a duly acknowledged instrument, 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) The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes in these Protective

Covenants. Any desired deviation or change shall be presented to the Architectural Control Committee in writing, and the approval or disapproval as required in these Covenants by such Committee shall be writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plan 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.

XV

Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel of land in the subdivision, the Architectural Control Committee shall have full authority, anything in these Protective Covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs IV and V 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.

XVI

(a) These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 20 years from the date these Covenants are recorded, after which time said Covenants shall automatically extend for successive periods of ten years, unless at any time hereafter an instrument in writing, executed as aforesaid, changing or abandoning said Covenants, shall be recorded as aforesaid.

(b) If the parties hereto, or any of them, or their heirs, assigns or successors, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person

or firm owning any real property covered by these Covenants to prosecute any proceedings at law or in equity against the person or persons, or other parties or entities, violating or attempting to violate any such Covenant, and either to prevent such violations or to recover damages for the same.

2002 10 042

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

In consideration of the mutual covenants herein contained, ath undersigned, for ourselves, our heirs and assigns, herby declare our intent to be bunt by the above covenants.

In Witness whereof, the undersigned have executed this agreement at Tuscumbia, Alabama the 1st day of March, 2002.

Billy N. Bradford
BILLY N. BRADFORD
Hilda V. Bradford
HILDA V. BRADFORD
Joe Keenum
JOE KEENUM

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Billy N. Bradford and Hilda V. Bradford, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 1st day of March, 2002.

MY COMMISSION EXPIRES 09-06-2005

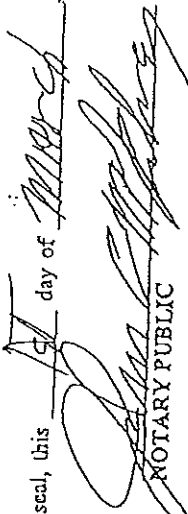
Stephen V. Knowlton
NOTARY PUBLIC

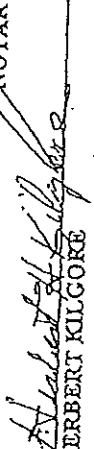
2002 10 042

STATE OF ALABAMA
COLBERT COUNTY

2002 10 043

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Joe Keenum, whose name is signed to the foregoing protective covenants, and who is known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 17 day of March
2002.

NOTARY PUBLIC

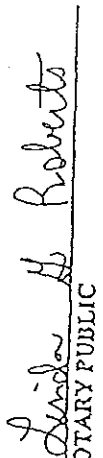

HERBERT KILGORE


MOZELLE KILGORE

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Herbert Kilgore and Mozelle Kilgore, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 1 day of March
2002.


NOTARY PUBLIC

MY COMMISSION EXPIRES JAN. 13, 2006

2002 10 043

James Fuller
JAMES FULLER

2002 10 044

Judith Fuller
JUDITH FULLER

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that James Fuller and Judith Fuller, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 1st day of 1 2002
2002.

MY COMMISSION EXPIRES 09-08-2005
Stephanie Brooks
NOTARY PUBLIC

Anna M. Ogle
GURNIA OGLE

Anna M. Ogle
ANNA M. OGLE

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gurnia Ogle and Anna M. Ogle, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on

2002 10 044

2002 10 045

this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 4th day of March 2002.

MY COMMISSION EXPIRES 09-08-2005

Stephanie N. Rhodes
NOTARY PUBLIC

Bob Little
BOB LITTLE

Wanda S. Little
WANDA S. LITTLE

STATE OF ALABAMA

COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Bob Little and Wanda S. Little, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 4th day of March 2002.

MY COMMISSION EXPIRES 09-08-2005

Stephanie N. Rhodes
NOTARY PUBLIC

Charles B. Marlow
CHARLES B. MARLOW

Sandra B. Marlow
SANDRA B. MARLOW

2002 10 045

STATE OF ALABAMA
COLBERT COUNTY

2002 10 046

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Charles C. Marlow and Sandra B. Marlow, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 1st day of March 2002.

MY COMMISSION EXPIRES 09-08-2005

Stephanie N. Sproules
NOTARY PUBLIC

John A. Carter
JOHN CARTER

Pamela Carter
PAMELA CARTER

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that John Carter and Sandra Carter, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 1st day of March 2002.

MY COMMISSION EXPIRES 09-08-2005

Stephanie N. Sproules
NOTARY PUBLIC

2002 10 046

2002 10 047

Gary Mansell
GARY MANSELL (Not Homefeed)

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Gary Mansell, whose name is signed to the foregoing protective covenants, and who is known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 1st day of March 2002.

MY COMMISSION EXPIRES 09-06-2004
Stephen V. Kowalski
NOTARY PUBLIC

STATE OF ALA. COLBERT CO
NOTARY PUBLIC INSTRUMENT
RECORDED
2002 MAR 12 PH 2:47
FEE TO BEAR & PAGE CHARGE
NOT. TAX.

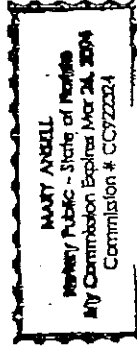
Lewis A. Hatcher
LEWIS A. HATCHER

Helen G. Hatcher
HELEN G. HATCHER

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Lewis A. Hatcher and Helen G. Hatcher, whose names are signed to the foregoing protective covenants, and who are known to me, acknowledged before me on this day that being informed of the contents of said protective covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this 7th day of March 2002.



Mary Anzell
NOTARY PUBLIC

2002 10 047