

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
PERTAINING TO THE RESUBDIVISION OF LOTS 5 AND 6 OF PICKWICK
BLUFF SUBDIVISION**

The undersigned, JOE LANE, being the owner and developer (the "Developer") of all property in that subdivision known and designated as THE RESUBDIVISION OF LOTS 5 AND 6 OF PICKWICK BLUFF SUBDIVISION (the "Subdivision"), according to the plat thereof prepared by Alexander Engineering and Development, Inc., and recorded in the Office of the Judge of Probate of Colbert County, Alabama in Map Cabinet C, at Slide 180 and in Plat Book 2013, at Page 5, hereby imposes on all lots within the subdivision the following conditions, covenants and building restrictions (collectively referred to as "Covenants").

GENERAL CONDITIONS:

1. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years from the date the 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 unanimous vote of the lot owners of record at such time. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees. There shall be one vote for each lot owned regardless of whether there is more than one record owner of each lot. Lot owners shall have one vote for each lot owned.

2. 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 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 cost of enforcing these covenants, including reasonable attorney's fees and court costs.

3. 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.

PROTECTIVE COVENANTS AND RESTRICTIONS

1. No recorded lot shall be further subdivided. Only one detached, 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 manufactured or prefabricated homes shall be located on any recorded lot.

2. 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 (not exceeding two stories in height, excluding any basement below ground level), private garage and accessory buildings and structures such as enclosed storage rooms, screened enclosures and patios. Any detached garage or accessory building shall have the same general appearance as the residence and be constructed of the same materials.

3. No temporary structures may be placed on the lot except necessary shelters used by builders during construction, and these must be removed upon completion of construction.

4. All dwellings constructed in the Subdivision must contain a minimum 1700 square feet of heated and cooled, enclosed livable floor space. All multi-story dwellings must contain a minimum 1200 feet on 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.

5. No house or improvement shall be built closer than 30 feet to the edge of the bluff as reflected on the Subdivision plat. No house or improvement shall be built closer than 10 feet to any side lot line.

6. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard sized vehicles, but not less than four hundred (400) square feet of floor space. All garage doors shall be operable.

7. No abandoned or non-usable motor vehicle may be parked or kept on any part of a recorded lot or in the subdivision streets. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally enclosed garages.

8. All driveways and entranceways onto the lots shall be a hard surface such as asphalt, concrete, brick pavers or similar materials. No gravel or natural surfaces are to be used as driveways.

9. Only finished materials such as brick, natural or cultured stone, or similar material shall be used on the exterior surface of the residence. Vinyl, aluminum or similar material may be used for gables or trim purposes only. Roofing materials must be architectural/dimensional roofs, cedar/wooden shake roofs or slate/ceramic tile roofs. Single ply or asphalt roofs are not permitted.

10. Underground electrical, telephone, and TV cable services are required, if available to the subdivision.

11. All exterior machinery and equipments, such as air conditioning compressors and other mechanical features or storage, shall be screened by structures or landscaping. Air conditioner compressors, to the extent feasible, should be located at the rear of a residential dwelling. No window mounted heating or air conditioning unit shall be permitted.

12. No signs of any kind shall be displayed to the public view on any lot except an approved development identification sign and one temporary sign of not more than six (6) feet in area advertising the property for sale.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. No more than two dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has a vicious propensity, or that becomes a nuisance to the neighborhood. Owners must comply with any applicable animal control ordinances or regulations.

14. Landscaping and the building of driveways and the installation of mailboxes within utility easements are permissible; however, it is the responsibility of the property owner to remove the same if access to the utilities is necessary.

15. 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 of the dwelling. Exceptions may be made to include patios and porches.

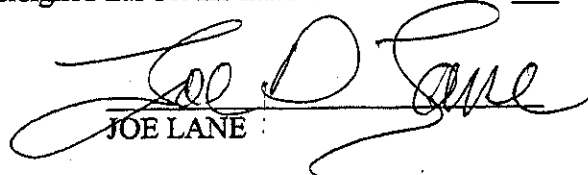
16. Satellite dishes measuring 18" in diameter or smaller may be attached to the rear slope of the roof, provided they are not visible from the street.

17. Outside clotheslines or other facilities for drying or airing clothes are prohibited.

18. Trash, garbage and other waste shall be kept only in trash containers, which shall be kept in a clean and sanitary manner. Trash containers shall be located at the rear or side of the dwelling, properly screened, or in the garage.

19. The grounds, lawns, landscaping shall be maintained on a regular basis to provide the entire lot with a neat and aesthetically pleasing appearance.

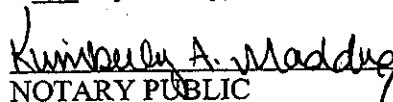
IN WITNESS WHEREOF, the undersigned has set his hand and seal this the 2nd day of May, 2014.


JOE LANE

STATE OF ALABAMA
COLBERT COUNTY

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

Given under my hand and official seal this the 2nd day of May, 2014.


NOTARY PUBLIC

My Commission Expires: 01/11/2016

