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State of Alabama
Colbert County

15.50

Pine Tree Estates
a subdivision

Restrictions and Protective Covenants

Love Family Partnership, Ltd., an Alabama limited partnership, (the "Owner") the owner of the tract of land in Colbert County, Alabama, known and designated according to the map and survey of *Pine Tree Estates*, prepared by Alexander Maps and Surveys, Inc., and recorded in Fiche 9704, Frame 364 (Plat Cabinet C, Slide 58), in the office of the Judge of Probate of Colbert County, Alabama (the "Subdivision") does hereby impose upon lots numbered 1 through 20, inclusive, in the Subdivision (the "Lots") the restrictions and protective covenants set forth below.

1. *Duration.* These restrictions and protective covenants shall run with the land and shall be binding on all parties owning any of the Lots in the Subdivision until January 1, 2007, at which time these restrictions and protective covenants shall be automatically extended for successive periods of ten years each, unless the majority of the owners of the Lots shall execute, acknowledge and record in the office of the Colbert County, Alabama, Probate Judge, an instrument modifying or annulling these restrictions and protective covenants. Provided, however, the Owner reserves the right to modify these restrictions and protective covenants by executing and recording in the office of the Judge of Probate of Colbert County, Alabama, an instrument of modification from time to time and at any time until the Owner has sold and conveyed title to any of the Lots.
2. *Enforcement.* If any person or entity shall violate or attempt to violate any of these restrictions and protective covenants it shall be lawful for any other person or persons owning any of the Lots to prosecute any proceedings at law or in equity against the person or entity violating or attempting to violate any such restriction or protective covenant and either to enjoin him or it from so doing or to recover damages for such violation, or both, and in the event of a breach of these restrictions and protective covenants the person or entity committing the breach shall pay all costs of enforcing these restrictions and protective covenants, including reasonable attorneys fees.
3. *Severability.* The invalidation of any one of these restrictions and protective covenants by judgment or court order shall not affect any other restrictions and covenants, which shall remain in full force and effect.
4. *Residential Use.* The Lots are for residential use only. Not more than one single-family residence shall be constructed on any Lot. No structure shall be constructed, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height excluding the

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basement, and not more than two additional buildings incidental to the residential use of the Lot, one of which, in the case of lots exceeding one and one-half acres in area, may be a barn or stable subject to the restrictions set forth in paragraph 11.

5. *No Business or Offensive Activity.* No business or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. There shall be no drilling for oil or gas or other mining activity on any Lot.
6. *No Outbuildings as Residences.* No trailer, basement, tent, shack, garage or other outbuilding on a Lot shall be used at any time as a temporary or permanent residence, nor shall any structure of a temporary character be used as a residence.
7. *Dwelling Size and Materials.* No dwelling shall be permitted that has a ground floor area, exclusive of porches, terraces, basement, garage and carport, of less than 1,600 square feet. No two story dwelling shall have a ground floor area, exclusive of porches, terraces, basement, garage and carport, of less than 1,200 square feet.

No residence shall be permitted the use of asbestos siding or shingles except asbestos shingles on the roof and no "perma stone" or similar materials shall be permitted. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

All driveways on the Lots shall be of hard surface material, such as concrete, asphalt, brick, etc.

8. *Location of Buildings.* No building shall be located on any Lot nearer than 30 feet to the front lot line, or nearer than 30 feet to any side street line. No building shall be located on any Lot nearer than 10 feet to an interior lot line. No dwelling shall be located on any Lot nearer than 35 feet to the rear lot line. No outbuildings shall be located on any Lot nearer than 10 feet to the rear lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of the building. Additional restrictions on barns and stables are set forth in paragraph 11.
9. *Easements.* Perpetual easements are reserved for utility installation and maintenance, as shown on the plat of the Subdivision.
10. *Animals.* 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. The owners of Lots that exceed one and one-half acres in area may also keep not more than two horses or ponies. No Lot owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood.

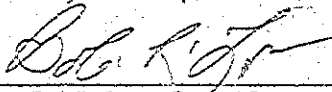
11. *Barns and Stables.* The owners of Lots that exceed one and one-half acres in area may construct one barn or one stable for not more than two horses or ponies, provided that -
 - (a) The barn or stable must be constructed of substantial materials that are consistent in appearance with the dwelling on the Lot;
 - (b) The barn or stable shall not have sheet metal or asbestos siding or be constructed with "perma stone" or similar materials or with concrete block; metal roofs shall be permitted, however;
 - (c) No pole barns or open sheds shall be permitted;
 - (d) No barn or stable shall exceed 1,200 square feet in floor area or two stories in height; and
 - (e) No barn or stable shall be built closer than 100 feet to the front line of a Lot or closer than 50 feet to any side or the rear line of a Lot.
12. *Fences.* No fence enclosing a horse or pony, privacy fence or solid fence shall be erected closer than 100 feet to the front line of a Lot. No privacy fence or solid fence shall be more than six feet in height unless such fence encloses a swimming pool.
13. *Antennas and Dishes.* No antenna shall be erected on a dwelling house and no antenna or television dish shall be located closer to the front line of a Lot than the rear line of the dwelling on the Lot.
14. *Storage of Vehicles and Boats.* No motor vehicles, boats, motor homes, campers or trailers shall be kept or stored on any Lot except within an enclosed garage or no closer to the front line of the Lot than the rear line of the dwelling on the Lot. No motor home, camper or trailer shall be used as a temporary or permanent dwelling or residence. No motor vehicles, boats, motor homes, campers or trailers shall be parked on any street, provided, however, that temporary on-street parking of motor vehicles by visitors shall be permitted so long as traffic and intersection visibility are not obstructed.
15. *Mobile Homes.* No mobile home shall be permitted on any Lot under any circumstances.
16. *Storage Tanks.* No storage tanks will be permitted on any Lot.
17. *Garbage Receptacles.* All garbage must be stored in containers, which shall be located so as not to be visible from the street, except on garbage collection days.

18. *Sight Distance at Intersections.* No fence, wall, hedge or shrub planting which obstructs sight-lines at elevations over three feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the intersection of the street lines and a line connecting the street lines at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight-line limitations shall apply for a distance of 10 feet along the street line from the intersection of any driveway and street. No tree shall be permitted to remain within 25 feet of street intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.
19. *Construction.* When the construction of any building is commenced, work thereon must be prosecuted diligently and must be completed within a reasonable time.
20. *Sanitary Regulations.* No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of a Lot whether or not a residence is constructed thereon, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere therein. No abandoned motor vehicles shall be stored on any Lot.
21. *Ponds, Topography, etc.* No pond shall be dug or built upon any Lot that is less than one and one-half acres in size. No pond with surface area in excess of 25,000 square feet shall be dug or built. The digging or construction of a pond shall not result in the increase by more than three feet of the elevation of the land surrounding of adjacent to the pond. No Lot owner shall dam, divert, channelize or otherwise change the natural contours and course of the creek that runs through *Pine Tree Estates*.
22. *Combining Lots.* If any two or more Lots are owned by the same person or entity, the common boundaries between said lots shall be disregarded and the lots shall be treated as one lot for the purpose of applying these restrictions and protective covenants to those Lots.
23. *Captions.* The captions to the paragraphs of these restrictions and protective covenants are for reference only and are not a part of the covenants.

In WITNESS WHEREOF, Love Family Partnership, Ltd. has caused these restrictions and protective covenants to be executed and acknowledged by its general partner, who is fully authorized to do so, this the 3rd day of March, 1997.

Love Family Partnership, Ltd.

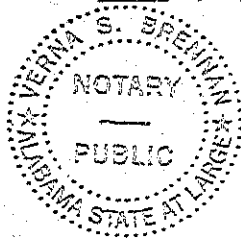
by:


Bob R. Love, General Partner

State of Alabama
Calhoun Cou.

I, the undersigned, a notary public in and for said state and county at large, hereby certify that Bob R. Love, whose name as general partner of Love Family Partnership, Ltd., 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, in his capacity as such general partner and with full authority, executed the same for and as the act of said limited partnership, on the day the same bears date.

Given under my hand this the 3rd day of March, 1997.



Verma S. Brennan
Notary Public
NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: APR. 24, 2005.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

COPIED AS A PUBLICITY
OFFICE OF THE NOTARY PUBLIC
AT 11:00 AM

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PLANNED TO BE
FILED IN THE
OFFICE OF THE NOTARY PUBLIC
AT 11:00 AM