

STATE OF ALABAMA)
COLBERT COUNTY)

PROTECTIVE COVENANTS

OF

RIVERTON RIVIERA II

The undersigned, being all the owners of and the holders of any right, title or interest therein of all the property embraced in that subdivision shown on the map and plat prepared by John Carney, known and designated as Riverton Riviera II, located in Colbert County, Alabama, and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Map Cabinet C, Slide 20, hereby impose on all the said numbered lots, the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2010, 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 or the Riverton Riviera Homeowners Association, 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.

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RS. 81

Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot except that one residence may be built on one lot and a part of another lot or parts of several lots as hereinafter provided. No multifamily dwellings shall be permitted. No structures shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height excluding the basement and a private garage and other out-buildings incidental to residential use of the lot, which out-buildings shall be approved by the Architectural Control Committee. One residence may be built on parts of lots so long as the lot has a minimum square footage of 15,000 square feet.

2. 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. No animals, livestock, poultry, or fowl of any kind shall be raised or kept on any lot or lots in this subdivision, nor shall any pens, coops, or other out-buildings be maintained for such purposes on such lot or lots; however, dogs, cats, and other household pets may be kept on the premises, provided that they do not cause any inconvenience or annoyance or danger to other property owners in the subdivision and provided further that they are not maintained for breeding or other commercial purposes. No dog will be kept whose barking, trespassing or other conduct constitutes an annoyance or nuisance to any other property owner. No vicious dog or other animal with vicious propensities shall be permitted in the subdivision.

3. No trailer, mobile home, basement, tent, shack, garage, boathouse, manufactured home, or prior constructed home, or other out-building erected on the tract shall at any

time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, except that servants may reside in an out-building, if approved by the Architectural Control Committee. A temporary building may be permitted during the construction of a residence as approved by the Architectural Control Committee. All mail boxes and posts shall be uniform and approved by said Committee. No owner of a lot or lots in the said subdivision shall allow to accumulate on his or her property trash, garbage, or rubbish.

4. No dwelling shall be erected, built, placed or permitted to remain on any waterfront lot or lots which shall contain less than one thousand eight hundred (1,800) square feet of living space, exclusive of carport or garage, and on all non-waterfront lot or lots, no dwelling shall be erected, built or placed or permitted to remain which shall contain less than one thousand four hundred (1,400) square feet of living space, exclusive of carport or garage. All building plans and specifications must be approved by developers prior to construction. No home can be moved into and set up on property, and all homes must be built from new materials.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat. All main utility power lines shall be overhead. All branch service lines to individual homes must be placed underground.

6. The Architectural Control Committee is composed of Gaylon Jones, Connie Ray Jones, and Betty Jones. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any 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 this covenant. At any time, the then recorded owners of a majority of the lots

shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

7. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been 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.

8. ARCHITECTURAL CONTROL. 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 the structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 7 above.

The Architectural Control Committee shall have full power and authority to waive, change, alter, or amend any provisions contained in these covenants and further shall have full power and authority to waive, alter or amend any building setback line contained on the recorded plat of said subdivision by executing a recorded instrument stating the waiver and duly recorded in the Office of the Judge of Probate of Colbert County, Alabama.

9. No sign of any kind shall be displayed to the public view on any lot except a professional real estate sign of not more than two square feet advertising the property for sale. The subdivision developers may erect such signs as are necessary for advertising the subdivision.

10. 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, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

11. No wire or cyclone fence shall be permitted at the front of any lot nearer to the street than the back side of the house, and any fence, wall, or fence to be built on any lot shall be erected only after obtaining the approval in writing of the Architectural Control Committee.

12. No motor vehicles, boats, mobile homes, or campers shall be kept on any lot for a period in excess of thirty days unless kept in a garage completely enclosed.

13. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises. No garbage incinerators shall be permitted.

14. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations over three (3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

No tree shall be permitted to remain within such distance of such intersections unless the foilage is maintained at sufficient height to prevent obstruction of such sight lines.

16. For the purpose of maintaining the boat ramp, insurance, electricity, roads, traffic control, general planting within roadway areas, and all common community services of every kind and nature required or desired within the subdivision for the general use and benefit of all lot owners, each and every lot owner, in accepting a deed or contract for any lot in such premises, agrees to and shall be a member of and be subject to the obligations and duly enacted by-laws and rules of the Riverton Riviera Homeowners Association, Inc., a non-profit corporation, and agrees to pay their maintenance assessment when due for subdivision services and, if not paid, such assessment shall constitute a lien on said lot owner's property.

A Homeowners Association known as Riverton Riviera Homeowners Association, Inc., a non-profit corporation, shall be created and filed of record when four lots are sold by the developers. At such time, the homeowners shall pay their pro rata share of all maintenance assessments, and the developer shall pay his pro rata share based on the number of lots remaining to be sold when the management of the maintenance is turned over to the Homeowners Association.

Riverton Riviera Homeowners Association, Inc., a non-profit corporation, as applied to Riverton Riviera, a subdivision, Phase I, shall be applicable to and include Riverton Riviera II, and shall be construed and operated as one and the same association with members of both subdivisions having the same rights, obligations and privileges, except as to any reference to the marina as Phase II has no right to or interest in the marina.

17. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time and the construction of any building must be completed within twelve (12) months.

18. No swimming pool or tennis courts or outdoor lighting shall be erected or constructed without the express permission in writing of the Architectural Control Committee, and the location and use of the same shall be such as to not constitute a nuisance or annoyance to the neighborhood.

Gaylon Jones

Gaylon Jones

Connie Ray Jones

Connie Ray Jones

STATE OF ALABAMA)
)
LAUDERDALE COUNTY)

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Gaylon Jones and Connie Ray Jones, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of August, 1991.

Dan Dossett

Notary Public

STATE OF ALA. COLBERT CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON
1991 AUG 30 PM 3:43
RECORDED BOOK & PAGE SHOWN
DEED _____ MISC. TAX _____
W. Thomas Gravelle
NOTARY PUBLIC