

RLPY 2001 1376
Recorded In Above Book and Page
02/09/2001 01:55:06 PM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

Recording Fee 24.00
TOTAL 24.00

STATE OF ALABAMA
LAUDERDALE COUNTY

**PROTECTIVE COVENANTS
FOR
STILLWATER RIDGE PHASE I**

The undersigned, Milton L. Hearn, being the owner and person having an interest in the property embraced in the subdivision shown on the map and plat prepared by S. K. Alexander, Jr., registered surveyor, known and designated as STILLWATER RIDGE PHASE I, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book B-149, Page 356, hereby impose on all the lots provided in said plat the following covenants an building restrictions:

I

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

(B) No structure of any kind (including outbuildings or storage buildings) shall be built on 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.

II

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, but the decision of said Committee shall be final and binding on this issue. All dwellings must have a finished living area, exclusive of basements, outbuildings, carports, garages, terraces, porches and the like, of at least 1100 square feet if a one story house, 1500 square feet if a one and one-half story house, and 1700 square feet if a two story house. All dwellings must have a two-car garage with a door suitable for blocking the view into the garage from the street. All dwellings must have a minimum roof pitch of 6 and 12.

24.00

III

(A) Exterior siding shall be brick, stone, wood, synthetic stucco, vinyl, metal, or any other substance approved by the Architectural Control Committee. When concrete block is used for foundations, it must be covered with concrete or plaster. All driveways of said subdivision shall be concrete or brick, unless approved by the Architectural Control Committee.

(B) No building structure shall be located on any lot nearer than ten (10) feet to either side lot line. The front building setback line shall be no nearer than thirty-five (35) feet to the front property line. No building in said subdivision shall be located on any lot nearer the rear lot line than forty (40) feet, except outbuildings which shall be no closer than fifteen (15) feet from the back property line. All outbuildings shall architecturally match the house.

(C) Before the commencement of the construction of any building on any lot, the plans, specifications and a plot 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 covenant, eaves and steps shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building 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.

IV

No basement, tent, shack, garage, barn, outbuilding, or other non-permanent structure erected upon 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, or erected upon 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.

V

No fence shall be allowed within 65 feet of the front property line. Only wooden or brick fences shall be approved by the Architectural Control Committee. No chain link fence installed upon a lot shall be exposed to view from outside the lot.

VI

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 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. No exterior clothes line shall be placed upon a lot unless a fence blocks the view of said clothes line from outside the lot.

VII

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 thereon which may become an annoyance, danger or a nuisance to the neighborhood.

VIII

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. Additionally, no automobile, boat, recreational vehicle, trailer or other portable machine or device shall be parked on the street and off the owner's lot for more than eight (8) hours in any 24 hours within a one-week period, the intention being that the streets be kept unobstructed for safety and aesthetic purposes. The Architectural Control Committee shall have and retain authority to enforce this covenant.

IX

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

X

No sign of any kind shall be displayed in public view on any lot, except one professional sign of not more than two (2) square feet, one sign of not more than five (5) square feet advertising the property for sale or rent, signs used by a builder to advertise the property during the construction and sales period, and appropriate subdivision identification signs not to exceed 40 square feet.

XI

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

XII

The Architectural Control Committee for this subdivision shall consist of Milton Hearn or his designated appointee or appointees. Any vote on any question presented to the Committee may be presented orally or in writing. Any waiver or change must be in writing and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Control of the Architectural Control Committee may be relinquished to a Homeowner's Association, or other association, which shall be done in writing under such terms and conditions imposed by Milton Hearn.

XIII

(A) These restrictive covenants shall be binding upon all lots of the subdivision for a term of ten (10) years. Thereafter, the then record owners of two-thirds of the lots in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants, or to withdraw from the Committee or restore 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 in writing. In the event the Committee fails to act upon a request within 30 days after plans, specifications, and requests are submitted in writing, or 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 by the requester.

XIV

Whenever, in the opinion of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel of land in the subdivision, it shall have full authority, anything in these protective covenants to the contrary notwithstanding, to waive or allow any violation of these protective covenants or recorded plat, including, but not limited to, building setback lines, whether such violation be present or prospective. Such waiver, to be effective, must be reduced to writing over the signature of the Architectural Control Committee and acknowledged by the Committee before a Notary Public and filed of record in the Office of the Judge of Probate of Lauderdale County.

XV

(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 ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of one (1) years unless at any time hereafter an instrument, in writing, executed as aforesaid changing or abandoning said covenants shall have been recorded as aforesaid.

(B) If the parties hereto or any owner of a lot or lots in this subdivision, 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 proceeding 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.

(C) Invalidation of any one of these covenants by judgment of Court shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the hands and seals of the undersigned this 9th day of February, 2001.

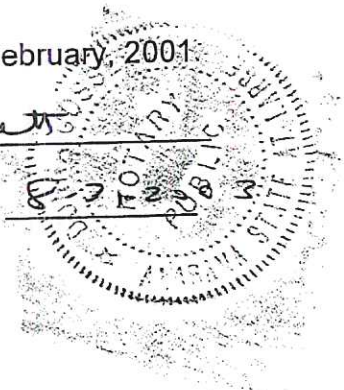
Milton Hearn
MILTON HEARN, OWNER

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for the State and County aforesaid, hereby certify that Milton Hearn, 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 official seal this 9th day of February, 2001

Donna Dese
Notary Public
My Commission Expires: 8/13/03



STATE OF ALABAMA
LAUDERDALE COUNTY

RLPY 2006 16983
Recorded In Above Book a
04/07/2006 09:50:57 AM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

ACTION BY THE ARCHITECTURAL CONTROL COMMITTEE OF STILLWATER RIDGE
PHASE I

Recording Fee
TOTAL

1
1

WHEREAS, the Protective Covenants for Stillwater Ridge Phase I are recorded in the office of the Judge of Probate of Lauderdale County, Alabama, in Real Property Book 2001, Page 1376; and

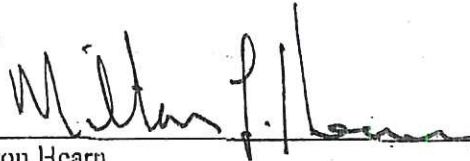
WHEREAS, Article XII of said Covenants establishes an Architectural Control Committee, and appoints Milton Hearn or his designated appointees to the committee; and

WHEREAS, Milton Hearn wishes to appoint Phillips Builders, Inc. to the Architectural Control Committee and to resign his position on said committee.

NOW THEREFORE, pursuant to said Protective Covenants and specifically Article XII, the undersigned hereby appoints and designates Phillips Builders, Inc as the member of said Architectural Control Committee.

The undersigned does then tender his resignation to said Architectural Control Committee.

Executed this the 6 day of April, 2006.


Milton Hearn

ALS 121727

STATE OF ALABAMA
LAUDERDALE COUNTY

RLPY 2006 16984
Recorded In Above Book and Page
04/07/2006 09:52:51 AM
Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

VARIANCE

The undersigned, Milton Hearn, constitutes the Architectural Control Committee of STILLWATER RIDGE PHASE I, a subdivision recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, Page 356. Recordings Fee 11.00
TOTAL 11.00

Jerry West is the owner of the following lot in said subdivision:

Lot 7, STILLWATER RIDGE PHASE I, according to the plat thereof recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 6, page 356.

Jerry West has requested that the Architectural Control Committee execute a variance allowing them to maintain a home on his lot which lies closer to the building setback line than allowed by the Protective Covenants of the subdivision. The Protective Covenants state that "The front building setback line shall be no nearer than 35 feet to the front property line".

The Architectural Control Committee of Stillwater Ridge Phase I, hereby amends the restriction in the Protective Covenants for Lot 7 to allow Jerry West to have his home closer than 35 feet from the front lot line.


Executed this 28th day of February, 2006.


Milton Hearn

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Milton Hearn, 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 foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 6th day of April, 2006.


Notary Public
My commission expires: 1-20-09

This instrument prepared by:
Joseph Carrel Daniel, Attorney at Law
110 South Pine Street, Suite 100
Florence, AL 35630

AKS 121727