

RESTRICTIONS

1. H, H & M, L.L.C. shall have full and final approval of architectural plans, and site plans as follows:

Recording Fee 18.00
TOTAL 18.00

(a) All architectural plans must be submitted to H, H & M, L.L.C. for written approval. This includes original construction and all subsequent alterations or additions.

(b) A site plan, prepared by a licensed surveyor, showing location of the proposed improvements, including dwelling, all driveways, patios, decks and any and all other structures and improvements shall be furnished to H, H & M, L.L.C. in advance of any work.

(c) No work of any nature may be commenced on the site until written approval has been given by H, H & M, L.L.C.

(d) All plans shall be submitted to H, H & M, L.L.C. no later than 30 days before anticipated start of site work.

2. Said property shall be used solely for private residential purposes for single family dwellings only and no commerce of any nature whatever shall be carried on upon said property. Not more than one single family dwelling house shall be constructed thereon, and no trailer or other movable or temporary living quarters shall be permitted thereupon. No lot can be further subdivided.

3. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard-sized automobiles. All garage doors shall be operable. No work may be done on any motor vehicle on the premises except in a totally-enclosed garage.

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

5. No structure separate from the dwelling house shall be used or occupied for living purposes, and no such structure may be constructed closer to the front property line than the rear line of the dwelling, nor closer than 20 feet to any side property line (except corner lots where a minimum of 25 feet from the side street line must be maintained as to any structure).

6. (a) No building shall be built closer than 400 feet to the front parcel line, 35 feet to the rear parcel line, and 40 feet to any side parcel line (except corner parcels where a minimum of 25 feet from the side street line must be maintained as to any structure).

(b) Whenever the owner of two contiguous parcels, or portions thereof, constructs a dwelling partly on both parcels, the side parcel line in (a) hereof does not apply to the side parcel line which forms a common boundary between such parcels.

7. No dwelling shall be constructed on said property with a finished, heated and cooled enclosed living area of less than 1600 square feet for a one story dwelling, nor less than 1200 square feet on the lower level for a dwelling of more than one story , provided that a dwelling of more than one story must provide a total of 1600 square feet of enclosed living area within the entire dwelling house. 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. No exposed painted or unpainted concrete block shall be allowed in any such construction. The foundation of residences shall be finished with brick, stucco, or siding.

8. The property shall not be changed so as to leave a dwelling site of less than 20,000 square feet in area.

9. Any fence erected on the property must be of substantial and ornamental construction. No barb wire or hog wire shall be allowed. No fence may be erected nearer the front parcel line than the rear line of the dwelling except for decorative fences which enhance the overall look of the property and dwelling.

10. Owner shall maintain utility and drainage easements, but may place no obstruction which interferes with the use and maintenance of such easement.

11. All domestic animals shall be kept within an enclosed area or on a leash. No noxious or offensive trade or activity shall be carried on upon the property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. Accessory buildings shall be of the same construction and appearance as the single family residence. The roof-line-exterior shall be the same as the single family residence.

13. Each lot will be connected to public water and a properly installed septic system that is approved by the Department of Public Health.

14. No pigs, chickens or other type farm animals shall be stabled or permitted on premises. However, horses and cattle may be allowed, not to exceed one horse or cow per acre of land.

15. These covenants are enforceable by H, H & M, L.L.C., any Homeowners Association to be formed, or by any subsequent purchaser of a lot from H, H, & M, L.L.C. They shall run with the land and be binding for 20 years from the date of recording, and shall automatically extend for

successive 10 year periods unless amended. Any provision may be amended by the Homeowners Association. No amendment is effective until duly recorded. At the sole discretion of the Homeowners, landowners or purchaser of lot hereunder, an association may be set up to maintain the entrance and roadways after

H, H & M, L.L.C. completes the sale of a substantial number of lots in said development.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this the 20th day of December, 2002.

H, H & M, L.L.C.

By: [Signature]

Its: member

THE STATE OF ALABAMA *
*
THE COUNTY OF COLBERT *

I, the undersigned authority, a Notary Public in and for said County and Sate, hereby certify that G. Rick Hall, whose name is signed to the foregoing Restrictions is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing Restrictions, he did, acting on behalf of H, H & M, L.L.C., and with full authority has executed the same voluntarily on the day the same bears date for and as the act of said Limited Liability Corporation.

Given under my hand and official seal, this the 20th day of December , 2002.

[Signature]
NOTARY PUBLIC
My Commission Expires: 7/18/2004