

**WHEATLEY POINTE RESTRICTIONS AND PROTECTIVE COVENANTS**

**JSAF PROPERTIES, LLC** is the owner of the property embraced in the subdivision shown on the map and plat known and designated as **WHEATLEY POINTE**, located in Lauderdale County, Alabama, and shown on Plat Book, 7 Page 236 of the Office of the Judge of Probate of Lauderdale County, Alabama. These restrictions and protective covenants will apply to any additional phases of the subdivision. If there is a conflict between these Restrictions and Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

Recording Fee	29.00
TOTAL	29.00

1. The lots are to be used for residential purposes only.
2. These covenants and restrictions will run with the land and the lots contained in the subdivision shall be sold according to the lots as designated in the above plat.
3. No building shall be located upon any lot except single detached family dwellings, with the usual small buildings customarily incidental to residential occupancy.
4. Except as provided below, none of the lots in the subdivision shall be subdivided and not more than one single family residence dwelling, shall be erected on any one of the lots. However, if two lot owners have a lot in between their respective lots, such lot can be divided between the two adjacent lot owners. If a lot is so divided, then the lot line will permanently change and only one single family residence may be constructed on each of the 1½ lots. Adjoining property owners may readjust sidelines between lots, provided the readjustment does not decrease the area of any lot more than 10%. Any readjustment of a lot by more than 10% must be approved in writing by the approving authority as defined herein and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama. Any owner of two adjoining lots desiring to build one dwelling on such lots may elect to treat both lots as one for the purposes of this paragraph. In such case, the side lot lines will be so adjusted.
5. Each dwelling must be located no closer to any street than the 60-foot setback line as shown on the plat and must be located so that it does not detract from the adjoining property, with the further requirement that no part of the structure shall be closer than 10 feet to either sideline of the lot. Additionally, no pump house, greenhouse or detached garage may be located closer to the front street than the rear of the main dwelling, nor within the utility easement as reflected on the plat, nor closer than 10 feet to either sideline. All satellite structures must be in the back yard or on the back side of the house.
6. A one-story dwelling must have a minimum heated area of 1,400 square feet. The minimum heated area of a two-story dwelling shall be 1,850 square feet with the minimum area for the first floor being 1,250 square feet and 400 square feet on the second floor. Porches, attached garages, breezeways and basements shall not be included in computing the above minimum heated area. The surface of the foundation of any structure must be fully covered with

brick and the covering for the remainder of the outside surface must be approved by the Architectural Control Committee. All homes must be 80% masonry. All roofs must have a pitch line of at least 8/12 except for porches. All dwellings should have good quality workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to insure quality workmanship and protection for all residents.

7. Only residences of good conforming architectural design and suitable materials shall be erected in this subdivision. Construction must substantially comply with all local building code requirements. No construction that does not conform in character and comparative quality with the rest of the subdivision will be allowed. The use of concrete blocks or of asbestos shingles as outside finish will not be permitted, nor will exposed concrete block foundations be permitted.

8. In order that compliance may be had with the foregoing and to maintain an attractive harmonious appearance of the subdivision, the prospective builder will submit to the approving authority a plat plan showing the location of the proposed construction, plans consisting of outside elevations, floor plans, outline specifications, and approximate cost. No construction shall begin until the architecture control committee approves, in writing, the location and plans for the dwelling. Such approval or denial, with specific reasons, must be given within 14 days after the plans are submitted. The same will be required for any alterations, additions, or other type construction not covered by the original approval. Until such time as 90% of the lots have been sold, the approving authority shall be any three of the officers, directors or shareholders of the owner, their representatives or assigns, or their agents, the act of any two to constitute the act of all officers, directors or shareholders of the owner. Subsequently, the approving authority shall be the representatives of all the Homeowner's Association, which representatives shall consist of a committee of three (3) duly-appointed by the owners of a majority of the lots in the subdivision. The act of any two (2) of the three (3) appointees will constitute the act of all. In each case, the approving authority may allow minor deviations to any part of these restrictions, providing the intent of these restrictions is maintained, and the deviations are approved in writing by the approving authority or until this right is turned over to the Homeowner's Association.

9. Any of the restrictions imposed by this instrument may at any time be altered, omitted, amended, or changed by a recorded instrument in writing agreed to and signed by the owner or owners of record of 75% of the voting membership of the Homeowners Association in this subdivision.

10. No business or trade of any kind shall be carried on or permitted upon any lot in this subdivision. Home based business will be approved on a case by case basis.

11. No water system or water supply source shall be used on any lot unless approved by the Lauderdale County Health Department and no sewerage or waste disposal system or practices shall be allowed in the subdivision unless approved by the Lauderdale County Health Department. No outdoor toilet of any kind shall be permitted in the subdivision except during construction and in such case such outdoor toilet must be constructed of fiberglass using a chemical solution for the waste.

12. No animals, reptiles, 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. When dogs are outside, they must be kept in a fenced area or on a leash. Animals are not restricted to backyards. No chronic barking dogs will be allowed in this subdivision. The main purpose and intention of this restriction is to maintain the quiet and peace of the subdivision and for the safety of children in the subdivision.

13. Driveways and parking areas on the lots shall be paved with concrete, asphalt, brick pavers, or other type paving material within 30 days of occupancy of new construction. During house construction, contractor or owner shall gravel or chert the driveway and shall keep mud off subdivision roadways. Driveways are to be 15 feet minimum in width and with at least a 20 foot wide pad that abuts to the garage.

14. Vegetable gardens must be located in the rear 1/3 of the lot and must conform to the general landscaping of each lot and screened from view by hedges or other type of shrubbery or evergreens.

15. Plants, trees, and shrubbery shall be planted no less than 15 feet from the road in the front yard and no less than 5 feet from the side and back of the property.

16. There shall be no fences built on any lot except those approved in writing by the approving authority. Fences, which are approved, shall be in keeping to the general landscaping of each lot. Only fences from the rear corner of the house toward the rear of the lot will be allowed. All fence rows must be kept clean from weeds and brush. No chain link fences of any description will be allowed. No fence will be more than seven (7) feet in height nor within three (3) foot setback line from the side. All fences must be completed within 45 days from start of fence. All fences must be properly maintained, repaired and kept painted/sealed when applicable.

17. Light poles, flag poles, basketball hoops, waterscapes, etc. may be permitted in the front yards only upon approval. The front yard is limited to underground electronic and landscaping fencing only.

18. Electric power service lines shall be underground from the utility pole to the residence of each lot.

19. Detached garages, garden buildings, and other outside storage buildings shall conform to the general architecture of the residence built on said lots upon approval. All garages must be attached to the house and must have one or two doors. Detached garages will be approved on a case by case basis. All garages will be at least two car and 22 feet by 22 feet in size. Each garage will have two overhead garage doors installed. No single overhead doors are permitted.

20. In order to maintain a pleasant and neat appearance in the subdivision, no junk, trash, or non-operating automobiles, or outside appliances, etc. shall be permitted on any lot.

21. Mailboxes will be provided by the Developer/Builder and in the event a mailbox is damaged or destroyed, homeowner will be responsible for replacing mailbox with one of like kind.

22. These restrictions shall apply to any building originally constructed on the lots within the subdivision, any building or outbuilding structure moved onto a lot, or to any replacement of any building or structure, or any additional thereto. If any building should be torn down or destroyed for any reason whatsoever, the building erected in its place shall likewise comply with the provisions of these restrictions.

23. The invalidation of any one or more of the covenants contained herein by decree or judgment of any Court shall in no way affect the provisions remaining, each provision hereof being separate and severable, said remaining provisions to remain in full force and effect during the term hereof.

24. Any party subject to the restrictions and covenants contained herein, his/her heirs or assigns, shall violate or attempt to violate, any of the restrictions and covenants herein, any other person(s) owning a lot in this subdivision or any interest therein, may prosecute any proceeding at law or in equity, against the person(s) so violating or attempting to violate, any restriction or covenant herein contained and shall be entitled to injunctive relief to enjoin such violation or attempted violation, and may further recover such damages, including attorney's fees, as may have been sustained thereby. For restrictions contained in paragraphs 5, 6 and 7 only, if no such action for injunctive relief is filed within 60 days of a violation, such violation is deemed waived.

25. The Architectural Control Committee will be composed of the members of JSAP Properties, LLC, until this right is turned over in writing as a duty of the Homeowner's Association. No structure of any kind shall be built on said property until the plans and plot plan for same have been approved in writing by the "Architectural Control Committee" which approval shall be timely and shall not be reasonably withheld. A majority of the committee may designate a representative to act for it. Any vote on any questions presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

26. No lot or part thereof shall be occupied, used or maintained except as a one family residential dwelling primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Control Committee. All commercial and multi-family buildings are expressly prohibited.

27. The construction of any residence shall be completed within twelve months. No unfinished dwelling may be occupied.

28. Commercial trucks over one ton in size, motor homes, campers, commercial trailers or livestock hauling trailers are not to be parked on streets or in driveways overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water craft,

tractors or other mechanical devices, except that which can be done on a non-commercial nature. Parking and storage of automobiles, trucks, boats or other vehicles for more than 48 hours is prohibited, except within a garage located upon the property or in the rear portions of the parcel if screened from the street view and neighboring homes. Vehicles without all tires, in operating condition or not currently licensed will be considered non-operating vehicles and cannot be stored outside. Travel trailers and other recreational vehicles may be parked on the rear half of each lot but shall not be used as a residence and shall not be connected to any utilities. Any satellite dishes on any lot must be located at the rear of the residence. No exterior clotheslines are allowed unless located at the rear of the residence and the view of such clothesline is blocked by a fence.

29. No structure of a temporary character, mobile home, house trailer, modular home, basement, tent, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

30. Maintenance of Lots, Lawn and Garbage Disposal:

- (a) The entire lot shall be maintained clean, neat, and free of undergrowth at all times. 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 equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair and free of all debris, including but not limited to, the sowing, sodding, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, from the date of purchase of lot. Lots must be mowed and kept free of debris until construction of dwelling begins. All front yards are to be sod and within sixty (60) days after construction of the dwelling. A front yard is defined as from back edge of house to road and on side from property line to property line.
- (c) Each lawn must be landscaped within sixty (60) days completion of construction. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.
- (d) All above-ground and in-ground pools with filtration systems must be located in the rear of the residence and must be surrounded by a privacy/safety fence.

31. No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. This does not apply to the entrance signs or Developer signs.

32. At any time, the then record owners of three-fourths (3/4) of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants, restrictions and setback lines or to change the membership of the Architectural Control Committee, or to withdraw from the Committee or restore to it any of its powers or duties.

33. These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of thirty (30) years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said restrictions in whole or in part.

34. In the event the dwelling on any Lot is wholly or partially destroyed by fire, flood, or any other cause or casualty and the Owner thereof does not rebuild or restore the same to like good order and condition as existed prior to such total or partial destruction within six months of such destruction, then the undersigned developer (as long as it own five lots in the subdivision) will have the right and option to purchase such lot at the fair market value thereof as fixed and determined by the average of three appraisals in writing, one by each of three licensed real estate brokers or appraisers licensed to do business in Lauderdale County, Alabama. If the Developer does not exercise the option, then any other lot owner may do so on a first-come basis. This right may be transferred by the developer.

35. A Homeowners' Association is or will be formed and membership is mandatory. Until the Homeowners' Association is formed, each lot owner will be obligated to pay a Homeowners' Association Fee of \$100.00 each year beginning on January 1, of the year following the purchase of the lot. This fee is paid in advance. The developer will not be obligated to pay this amount.

Jason S. Smith and B. Janie Smith, as Members/Co-Managers of JSAP Properties, LLC, have executed these covenants and restrictions and hereby adopt, ratify, and confirm the foregoing this 28<sup>th</sup> day of August, 2012.

**JSAP PROPERTIES, LLC**

by: Jason S. Smith  
Jason S. Smith, Member/Co-Manager

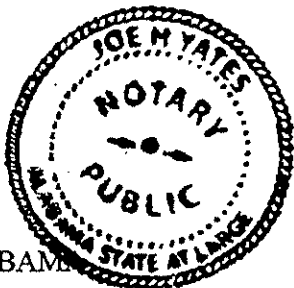
by: B. Janie Smith  
B. Janie Smith, Member/Co-Manager

Acknowledgments on Next Page

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **Jason S. Smith**, whose name as Member of **JSAF PROPERTIES, LLC**, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, in his capacity as Member/Co-Manager, and with full authority, executed the same voluntarily for and as the act of said corporation.

Executed before me this 28<sup>th</sup> day of August, 2012.

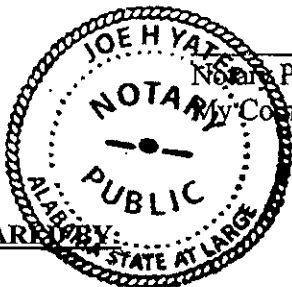


Joe Yates  
Notary Public  
My Commission Expires: 5-1-16

STATE OF ALABAMA  
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and in said State, hereby certify that **B. Janie Smith**, whose name as Member of **JSAF PROPERTIES, LLC**, is signed to the foregoing document, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, she, in her capacity as Member/Co-Manager, and with full authority, executed the same voluntarily for and as the act of said corporation.

Executed before me this 28<sup>th</sup> day of August, 2012.



Joe Yates  
Notary Public  
My Commission Expires: 5-1-16

**THIS INSTRUMENT PREPARED BY:**

Joe H. Yates  
Attorney at Law  
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Florence, AL 35630  
(256) 764-7331

Protective Covenants/Wheatley Pointe