

**STATE OF ALABAMA  
LAUDERDALE COUNTY**

0098-234 45

**SHOALS CREEK ESTATES  
PROTECTIVE COVENANTS**

028537

ROBBINS DEVELOPMENT, INC., Darren M. Rowan and Kathryn <sup>5.</sup> Rowan, Douglas E. Cottrell and Susan P. Cottrell, Mark W. Frederick and Stephanie A. Frederick, and Roger L. Brown, owners of all the property in Lauderdale County, Alabama, described on the attached Exhibit "A", which is made a part hereof by reference, said property being shown on a map and plat thereof prepared by Paxton, Price and Rider Engineering, Inc. known and designated as SHOALS CREEK ESTATES, said map and plat to be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, hereby impose on all of the lots in said plat and the property described in the attached Exhibit "A" the following covenants and building restrictions: These covenants are to run with the land and shall be binding on all parties owning any land within the property herein described until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

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 development or subdivision 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. Invalidation of any one of these covenants by judgment or court order shall in no way 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. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other outbuildings incidental to residential use of the lot, such outbuildings shall be approved, in writing, by the Architectural Control Committee prior to commencement of construction.

**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.

**3. No trailer, basement, tent, shack, garage, or other**

outbuilding erected in 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. All mail boxes, including materials, type and location, shall be approved in writing, by the Architectural Control Committee, prior to construction.

**4. DWELLING QUALITY AND SIZE: No single story dwelling shall be permitted**

having total heated and cooled area, exclusive of porches, terraces, basement, and garages, of less than the square footage indicated below. All two story residences in the Subdivision must have a ground floor heated and cooled area, exclusive of open porches, terraces, basement, and garages of no less than the square footage indicated below, and a total heated and cooled area, as indicated below.

LOTS NUMBERED	MINIMUM GROUND FLOOR S/F	MINIMUM TOTAL S/F
100 through 108	1,600 s/f	3,000 s/f
109 through 123	1,700 s/f	3,200 s/f
124 through 131	1,600 s/f	3,000 s/f
200 through 204	1,300 s/f	2,400 s/f
205 through 210	1,700 s/f	3,200 s/f
211 through 214	1,300 s/f	2,400 s/f
215 through 225	1,100 s/f	2,000 s/f
300 through 315	1,800 s/f	3,400 s/f

No residence shall be permitted the use of asbestos siding or shingles except asbestos shingles on the rood and no "perma stone" or comparable material by another name shall be permitted. Natural cut stone and dryvit shall be permitted. No exposed concrete block shall be permitted. Vinyl siding shall be limited to trim areas only.

No garages facing the street shall be permitted unless they have at least a twenty (20) foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, brick, etc.

2600

5. *Perpetual easements are reserved for utility*

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installation and maintenance, as shown on said plat to be recorded.

6. *BUILDING LOCATION: No building shall be located on any*

lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the said plat to be recorded. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No dwelling shall be located on an interior lot nearer than 10 feet from the rear lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. For the purposes of this covenant, eaves and steps shall not be considered as a part of a building.

7. *The Architectural Control Committee is composed of*

Harvey F. Robbins, Sr., Roger Brown, and Susan P. Cottrell. 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.

8. *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.

9. *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 structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 8 above.

10. *No sign of any kind shall be displayed to the public*

view on any lot except one professional real estate sign of not more than two square feet. The Subdivision developers may have one large sign advertising the subdivision.

11. *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.

12. *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. An exception can be made for a horse on any lot containing three (3) acres or more. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood. All pets must be kept on their owner's premises, and not allowed to roam unattended.

13. *No wire or chain link fence will be permitted in the*

subdivision. Any hedge, fence, or wall may be erected or grown only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises. Notwithstanding the foregoing, the developer may use chain link fencing as determined necessary along the perimeter of the subdivision and as fencing for the common ways and recreational areas.

14. *No radio or TV antenna shall be*

permitted, and all satellite dishes must be 18" or smaller, and can only be placed on the lot after the approval of the Architectural Control Committee, in writing, before installation.

**15. No motor vehicles, boats, mobile homes, campers, or**

trailers shall be kept or stored on any part of the property, except within an enclosed garage nor shall any such vehicles, boats, motor homes, campers, trucks or trailers be allowed to park on any street in said subdivision overnight or for any extended period and only temporary parking of such shall be allowed.

**16. No storage tanks of any kind shall be permitted above ground.**

**17. 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, and out of sight.

**18. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall,**

hedge, or shrub planting which obstructs sight lines at elevations over 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 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 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

**19. When the construction of any building is started, work**

thereon must be prosecuted diligently and must be completed within a reasonable time.

**20. No weeds, underbrush, or other unsightly growth shall**

be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the Architectural Control Committee before work is commenced.

**21. All boathouses, piers, and sea walls may be erected**

only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. Approval shall be as provided in Paragraph 8 above. All construction contractors must be approved by the Architectural Control Committee, and must meet or exceed T.V.A. specifications.

**22. All common areas shall be maintained by the Shoals**

Creek Estates Homeowners' Association, including but not limited to, the entrance gate, roadways, perimeter fencing, landscaping, boat ramp, parking areas, and tennis courts, clubhouse, and lighting of all areas. It is acknowledged that the subdivision roadways are not public roads, and the responsibility for maintenance and upkeep is with the Shoals Creek Estates Homeowners' Association.

**23. All Shoals Creek Estates lot owners shall be members of**

the Shoals Creek Estates Homeowners' Association, a not-for-profit corporation to be formed, and shall be subject to all terms and provisions of the Articles of Incorporation and by-laws of the Homeowners' Association.

IN WITNESS WHEREOF, ROBBINS DEVELOPMENT, INC., has caused this instrument to be executed by ROBBINS DEVELOPMENT, INC., an owner of property located in Shoals Creek Estates, as of the 24<sup>th</sup> day of April, 1998.

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ROBBINS DEVELOPMENT, INC.

By: Roger L. Brown  
Roger L. Brown, Secretary

I, Susan Cottrell a Notary Public in and for said County of Lauderdale, in said State, hereby certify that Roger L. Brown, as Secretary of Robbins Development, Inc., a corporation, 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 instrument, he executed the same voluntarily as of the day the same bears date.

Given under my hand this the 24<sup>th</sup> day of April, 1998.

Notary Public

Susan Cottrell

My Commission Expires February 28, 2000

IN WITNESS WHEREOF, ROBBINS DEVELOPMENT, INC., has caused this instrument to be executed by Darren M. Rowan and Kathryn B. Rowan, owners of property located in Shoals Creek Estates, as of the 27<sup>th</sup> day of April, 1998.

Darren M. Rowan  
Darren M. Rowan

Kathryn B. Rowan  
Kathryn B. Rowan

I, Susan P. Cottrell a Notary Public in and for said County of Lauderdale, in said State, hereby certify that Darren M. Rowan and Kathryn B. Rowan, 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 the instrument, they executed the same voluntarily as of the day the same bears date.

Given under my hand this the 27<sup>th</sup> day of April, 1998.

Notary Public

Susan P. Cottrell

My Commission Expires February 28, 2000

IN WITNESS WHEREOF, ROBBINS DEVELOPMENT, INC., has caused this instrument to be executed by Douglas E. Cottrell and Susan P. Cottrell, owners of property located in Shoals Creek Estates, as of the 27<sup>th</sup> day of April, 1998.

Douglas E. Cottrell  
Douglas E. Cottrell

Susan P. Cottrell  
Susan P. Cottrell

I, Tina M. King a Notary Public in and for said County of Lauderdale, in said State, hereby certify that Douglas E. Cottrell and Susan P. Cottrell, 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 the instrument, they executed the same voluntarily as of the day the same bears date.

Given under my hand this the 27<sup>th</sup> day of April, 1998.

Notary Public

Tina M. King  
My Commission Expires Dec. 5, 2001

IN WITNESS WHEREOF, ROBBINS DEVELOPMENT, INC., has caused this instrument to be executed by Mark W. Frederick and Stephanie A. Frederick, owners of property located in Shoals Creek Estates, as of the 24<sup>th</sup> day of April, 1998.

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Mark W. Frederick  
Mark W. Frederick

Stephanie A. Frederick  
Stephanie A. Frederick

I, Susan Cottrell a Notary Public in and for said County of Lauderdale, in said State, hereby certify that Mark W. Frederick and Stephanie A. Frederick, 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 the instrument, they executed the same voluntarily as of the day the same bears date.

Given under my hand this the 24<sup>th</sup> day of April, 1998.

Notary Public

Susan Cottrell

My Commission Expires February 28, 2000

IN WITNESS WHEREOF, ROBBINS DEVELOPMENT, INC., has caused this instrument to be executed by Roger L. Brown, owner of property located in Shoals Creek Estates, as of the 24<sup>th</sup> day of April, 1998.

Roger L. Brown  
Roger L. Brown

I, Susan Cottrell a Notary Public in and for said County of Lauderdale, in said State, hereby certify that Roger L. Brown, 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 instrument, he executed the same voluntarily as of the day the same bears date.

Given under my hand this the 24<sup>th</sup> day of April, 1998.

Notary Public

Susan Cottrell

My Commission Expires February 28, 2000