

STATE OF ALABAMA )

COLBERT COUNTY )

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**PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLICABLE TO COTTONWOOD ESTATES – ADDITION III SUBDIVISION**

The undersigned, being the President of Thompson Property & Development Company, Inc., and the developer of all the property embraced in that subdivision shown on the map and plat prepared by H. Blake McAnally, and designated as Cottonwood Estates- Addition III, a subdivision, located in Colbert County, Alabama, and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Plat Cabinet C, Slide \_\_\_\_\_, hereby impose on all lots, the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for ten (10) years from the date subdivision plat is filed of record in the Office of the Judge of Probate of Colbert County, Alabama, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of at least seventy-five percent (75.00%) of the then record owners of the restricted lots it is agreed to terminate the covenants and restrictions. Except as otherwise provided herein, any provision hereof may be amended at any time by an instrument approved by the Architectural Control Committee. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees and there shall be one vote per each lot regardless of whether there is more of record owner of each lot.

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 Cottonwood Estates-Addition I Homeowner's Association to be formed 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. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than detached, single family dwelling and private garage and accessory buildings and structures such as swimming pools, enclosed storage rooms, screened enclosures and patios. No structures shall be erected, altered, placed or permitted to remain on any lot until approved by the Architectural Control Committee (hereinafter referred to as "Committee").

2. The Architectural Control Committee is composed of Heath Thompson, Clayton Wood and Todd Crow. In the event of death or resignation of a member of the Committee, the remaining member(s) shall have full authority to designate a successor. Neither the makeup of the Committee nor the powers and duties of the Committee may be amended unless approved by at least ninety percent (90%) of lot owners of record at such time.

3. The Architectural Control Committee shall have full and final approval of architectural plans, landscape plans and site plans as follows:

a) All architectural plans must be submitted to the Committee for written approval. This includes original construction and all subsequent alterations or additions.

b) A landscape plan in sufficient detail as to be acceptable to the Committee, in its sole discretion, shall be furnished to the Committee before any site preparation is commenced. Landscaping must be completed within ninety (90) days of occupancy.

c) A site plan, prepared by a licensed surveyor, showing existing contour elevations at 2 foot intervals, proposed contours, location of all trees over 6 inches in diameter, location of proposed improvements including dwelling, all driveways, patios, decks and any and all other structures and improvements shall be furnished to the Committee in advance of any work.

d) No work of any nature may be commenced on the site until approval has been given by Committee. No remedy is available to a lot owner who does not obtain approval of his plans and specifications except as stated in this paragraph.

e) All plans shall be submitted to the Committee no later than twenty-one (21) days before anticipated start of site work. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve the plans and specifications within ten (10) days after submission, approval will be deemed to have been given. Notwithstanding the fact that a lot owner has received approval of his plans and specifications, the lot owner is still responsible to comply with all covenants and restrictions contained herein during construction. If no suit to enjoin the construction has commenced prior to the completion thereof, the covenants and restrictions will be deemed to have been fully complied with. The Committee will base its action on the quality of workmanship and materials, harmony of

external design with existing structures within Cottonwood Estates-Addition I Subdivision, and as to location with respect to topography and finish grade elevation.

4. No recorded lot shall be further subdivided. Only one residential/single family structure may be built per any recorded lot. No apartments, duplexes or multi-family dwelling improvements may be erected or maintained. No manufactured or prefabricated homes shall be located on the recorded lot.
5. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard size American cars, but not less than four hundred (400) square feet of floor space. All garage doors shall be operable. All vehicles shall be parked on paved driveways. All vehicles on the premises must be kept totally enclosed and not visible from the street; however, in addition to the vehicles being kept in the enclosed garage, the owner may keep one (1) additional vehicle (automobile or truck) parked on a paved driveway. No work may be done on any motor vehicle, boat, or other equipment on the premises except in the garage. No such work shall be done on a commercial basis. No abandoned or non-usable motor vehicle, commercial truck, or construction equipment may be parked or kept on any part of a recorded lot. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally-enclosed garages. Recreational vehicles shall not be allowed on the premises.
6. 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.
7. No residence may be constructed unless it contains at least 1600 square feet of finished, heated and cooled, enclosed living area. A residence consisting of more than one story must contain at least 2100 square feet of finished, heated and cooled, enclosed living area, including 1600 square feet on the ground level. No unfinished storage, utility room, basement, attic, breeze way, porch, or garage shall be counted as part of the living area for the purpose of determining the minimum building size.
8. No residence may be constructed to face Brown Street unless the express written permission to construct such residence is obtained from Thompson Property & Development, Inc. Such express written permission must be obtained prior to beginning construction and the decision to grant such permission shall be in the sole discretion of Thompson Property & Development, Inc.
9.
  - a) No building shall be built no closer than 25 feet to the front lot line, 30 feet to the rear lot line, and 10 feet to any side lot line (except corner lots 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 lots, or portions thereof, constructs a dwelling partly on both lots, the side lot line restriction in (a) hereof does not apply to the side lot line which forms a common boundary between such lots.
10. Accessory buildings shall be of the same construction and appearance as the single-family residence. The roof-roofline-exterior shall be the same as the single-family residence. The accessory building shall be of permanent nature. The accessory building must have exterior entrance doors. The accessory building must be three hundred (300) square feet or more in floor space on the first floor. The accessory building must conform to city zoning setback regulations in force at the time of erection thereof.
11. No trash/garbage cans, piles of trash or garbage may be kept in public view. Trash/garbage and other wastes shall not be kept except in sanitary containers.
12. All exterior machinery, air conditioning compressors and other mechanical features or storage or fuel tanks shall be screened by a similar structure or landscaping approved by the Committee. The grounds, lawns, landscape shall be maintained on a regular basis to provide the entire property with a neat appearance.
13. Brick or stone shall be used to construct a minimum 90% of the exterior surfaces of any structures. Wood, stucco, and/or drivit can only be used on soffits, gable ends, and around windows and doors. Any other exterior materials must be approved by the Committee.
14. All fences shall be a type and quality approved by the Committee in advance. No chain link fences shall be allowed. Each fence shall have a gate. If the permitted fence has only one finished side it must be the side exposed to the public. No fence may be erected nearer the front lot line than the rear line of the dwelling unless approved by the Committee in advance.
15. No signs may be displayed to public view except one named identification sign not more than two square feet in size and one temporary real estate sign not more than five square feet in area. This restriction shall not apply to the undersigned owners/developer. This shall also apply during construction on house.
16. No exterior antennas may be installed or maintained. No satellite receiver may be installed or maintained unless approved by the Committee, including size, shape and location, before installation.
17. The recorded plat designates utility and drainage easements. An owner shall maintain this area, but may place no obstruction thereon which interferes with the use and maintenance of such easements.
18. The design, size and location of all mailboxes must be approved by the Committee before the same is installed by any resident.

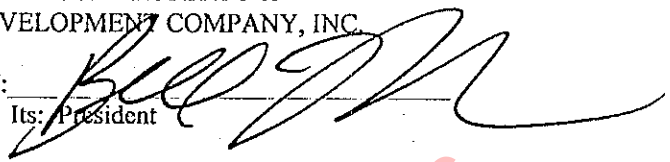
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19. Clothes lines or any other fixture for the drying of clothes are expressly prohibited.

20. No noxious or offensive activity may be maintained on the property. Only caged birds, domestic dogs and cats may be kept on the premises. All domestic animals allowed shall be kept within an enclosed area or off the premises on a leash. No animal will be allowed that disturbs surrounding property owners. Residents must comply with any applicable city ordinances pertaining to animals.

21. Thompson Property and Development shall retain the right to add at anytime a brick entrance sign on either or both lots one (1) and thirteen (13) facing the Brown Street entrance to Heather Lane.

THOMPSON PROPERTY &  
DEVELOPMENT COMPANY, INC.

BY:   
Its: President

STATE OF ALABAMA )

COLBERT COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bill Thompson, whose name as President of Thompson Property & Development Company, Inc., 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 conveyance, he, as such President, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 21 day of Aug, 2007.

  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

MY COMMISSION EXPIRES APRIL 2, 2010

SEAL

Compliments of Alabama Land Services, Inc.

STATE OF ALABAMA  
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STATE OF ALABAMA )  
COLBERT COUNTY )

MORTGAGE RELEASE

FOR VALUE RECEIVED the undersigned, **REGIONS BANK**, does hereby release and satisfy that certain mortgage executed by **Thompson Property and Development, Inc.**, which said mortgage is dated October 20, 2006, and recorded in the Office of the Judge of Probate of Colbert County, Alabama, at Microfiche 2006-38, Frames 003, et seq.

IN WITNESS WHEREOF, **Regions Bank** has caused this instrument to be executed by an officer duly authorized so to do on this the 3<sup>rd</sup> day of January, 2008.

REGIONS BANK

BY: [Signature]  
Its: Vice President

STATE OF ALABAMA )  
COLBERT COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Will Peabworth, whose name is signed as Vice President of **Regions Bank**, acknowledged before me on this day that, being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of Regions Bank.

Given under my hand and official seal this the 3<sup>rd</sup> day of January, 2008.

[Signature]  
NOTARY PUBLIC

My Commission Expires: 6/28/09

SEAL

STATE OF ALABAMA  
2008 JAN 22 AM 9:00  
COLBERT COUNTY

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