

STATE OF ALABAMA

COLBERT COUNTY

OFRD 2017 31301  
Recorded In Above Book and Page  
11/09/2017 03:58:10 PM  
Daniel Rosser  
Judge Of Probate  
Colbert

**PROTECTIVE COVENANTS AND RESTRICTIONS  
APPLICABLE TO COUNTRY VIEW ESTATES PHASE I**

Come now the undersigned and impose and adopt the below set out restrictive covenants such that they will be Real Covenants and run with the land, applying to any and all successors in interest to the following described real estate:

All lots currently owned by the undersigned in "COUNTRY VIEW ESTATES PHASE I," a subdivision in Colbert County, Alabama, the plat of the same being filed for record in Fiche 2007 41, at Frame 476, and in Slide Cabinet C, at Page 138, in the Office of the Judge of Probate of Colbert County, Alabama.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for ten (10) years from the date they are duly recorded. After which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by majority vote of the then record owners of the restricted lots, it is agreed to terminate or alter the covenants. Any provision hereof may be amended at any time by an instrument approved by at least sixty-six (66%) of the lot owners of record at such time. One vote per lot owned. No amendment is effective until it is duly recorded. The term "record owner" shall not include mortgagees.

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.

The undersigned owners have created the following covenants, conditions and restrictions in an attempt to create an atmosphere of peace, harmony and tranquility among the owners of homes in Country View Estates. By adhering to the covenants, conditions and restrictions an overall conformity of homes should afford maintained property values and ultimately improve the quality of life of the residents of Country View Estates.

A majority of the record owners, with each lot counting as one vote, shall comprise the Architectural Control Committee, hereinafter referred to as the A.C.C. The Board of Directors of Valley Credit Union shall act for Valley Credit Union regarding action for said Committee.

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 a detached, single family dwelling and private garage and accessory buildings, 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 approval in writing by the A.C.C.
2. 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 house trailers, mobile homes, modular houses or manufactured houses or structures shall be located on the recorded lot.
3. The A.C.C. shall have full and final approval of the architectural plans and site plans as follows:
  - a) All architectural plans must be submitted no later than 30 days prior to start date for written approval. This includes original and all subsequent alterations and additions.
  - b) A site plan, by a licensed surveyor, showing location of proposed improvements to include dwelling, driveways, patios and any and all other structures and improvements. No work of any nature may be started on site until written approval

has been given by the A.C.C.

4. No carports shall be permitted. All garages shall be enclosed and adequate to house two (2) cars and floor area is to be no less than four hundred (400) square feet. All garages shall have two (2) operable doors utilizing motorized garage door openers. Single doors are not permitted. The interior walls of all garages must be finished (taped, mudded, bedded and painted like other rooms in the dwelling). No garage shall be permitted to be enclosed for living area or used for purposes other than the storage of automobiles and related normal use. Garage are to be closed at all times except during ingress and egress. All vehicles (including recreational vehicles) on the premises must be kept totally enclosed and not visible from the street. The owner may keep one additional vehicle (car) parked on concrete driveway. No abandoned or non-useable motor vehicle, commercial truck, or commercial equipment may be parked or kept on any part of recorded lot. Storage of boats, campers, trailers and the like shall be permitted provided they are behind the rear building line and screened from street view.
5. All driveways and walks are to be surfaced with concrete or other approved material. No gravel driveways or walks shall be permitted.
6. No residence may be constructed unless it contains at least 1600 square feet of finished, heated and cooled enclosed area. No unfinished area, utility room, basement, garage or attic or porch shall be counted as living area.
7. No building shall be built closer than 15 feet from the side side lot lines and no closer to the front lot line than 35 feet.
8. Accessory buildings shall be or the same construction and appearance as the single family residence. No metal detached buildings permitted.
9. The proportions of roofs will be consistent with the proposed architectural style of the home. No metal or flat roofs permitted. Asphalt shingles of dimensional style and appearance are required. The main roof of the dwelling to have a pitch of less than seven (7) inches to twelve (12) inches unless approved by the A.C.C.
10. All fences shall be of a type approved by the A.C.C. in advance. No chain link fences are to be permitted.
11. The exterior finish of all homes in Country View Estates must be at least 80% brick.
12. All garbage containers are to be kept from public view, except for pickup.
13. No obnoxious or offensive activity may be maintained on the property. No commercial activity shall be maintained on the property.
14. Only domestic dogs and cats may be kept on the premises. No animal will be allowed that disturbs surrounding property owners.
15. The undersigned owners hereby expressly reserve the right to replace any property which they own prior to conveyance.

Imposed and adopted by the undersigned this the 12<sup>th</sup> day of October, 2017.

Valley Credit Union

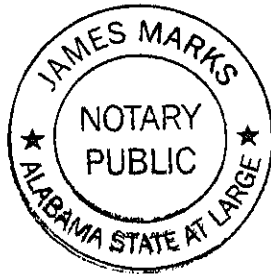
BY: Hillard Sparks  
Hillard Sparks, Its General Manager

OFRD 2017 31303

STATE OF ALABAMA       \*  
                                  \*  
COLBERT COUNTY        \*

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Hillard Sparks, whose name as General Manager of said Credit Union, is signed to the foregoing Restrictive Covenants, and who is known to me, acknowledged before me on this day, that being informed of the contents of the Restrictive Covenants, he, as such Officer and with full authority, executed the same voluntarily for and as the act of said Credit Union.

Given under my hand and official seal this 12<sup>th</sup> day of October, 2017.



James Marks  
NOTARY PUBLIC  
My Commission Expires: 05-12-2018