

THIS INSTRUMENT WAS PREPARED BY:

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STATE OF ALABAMA
LAUDERDALE COUNTY

**PROTECTIVE COVENANTS FOR FISHER HOLLOWES
(A Recorded Subdivision)**

Know All Men by These Presents, That Whereas, the undersigned, **Randy Fisher**, is the owner of record of the following described real estate, see Exhibit "A".

Whereas, I the undersigned, **Randy Fisher**, own the subdivision and am desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes, except as otherwise provided herein, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby secure to each site owner the free and full benefit and enjoyment of (his) (her) home with no greater restrictions upon the free and undisturbed use of (his) (her) site than is necessary to insure the same advantages to the other site owners.

Now, therefore, I the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots and tracts owned by me in **Fisher Hollowes Subdivision** in Lauderdale County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said Lots or Tracts of said Subdivision.

1. **LAND USE AND BUILDING TYPE.** No lot or tract shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot or tract other than one detached single-family dwelling not to exceed two and one-half stories in height, outbuildings provided they are made from materials similar to those used in dwelling, a private garage for not more than three (3) cars.
2. **DWELLING , QUALITY AND SIZE.** No dwelling shall be permitted on any lot or tract smaller than herein provided. It being the intention and purpose of the covenant to assure that all dwellings shall be made of quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. The use of brick, vinyl siding or wood is encouraged. The ground floor area of the main structures, exclusive of one-story open porches and garages, shall be not less than 1200 square feet of finished living area for one-story dwelling, except that for any dwelling more than one story, the said ground floor area as set out herein shall not be less than 1000 square

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Dewey D. Mitchell, Probate Judge, Lauderdale County, AL

feet of finished living acres. All habitable floor elevations shall be at or above the 100 year flood level plus 1 foot.

No mobile homes shall be allowed to be placed on any lot or tract. R.V.'s shall be allowed for camping.

Barns which are neat, enclosed and well maintained shall be allowed on any tract containing three (3) acres or more.

3. **BUILDING LOCATION.** No building shall be located nearer than 70 feet to the center of road. No building shall be located nearer than 10 feet to an interior line. For the purpose of these covenants, eaves, steps and open porches shall not be considered to permit any portions of the building on a lot or tract to encroach upon another lot or tract.
4. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot or tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No crop dusting or spraying from the air is permitted.
5. **TEMPORARY STRUCTURES.** No structures of a temporary character, bus, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot or tract at any time as a residence.
6. **SIGN.** No sign of any kind shall be displayed to the public view on any lot or tract except one professional sign of not more than two (2) square feet, one sign of not more than sixteen (16) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, except subdivision identity signs shall be permitted.
7. **LIVESTOCK AND POULTRY.** No hogs, pigs, or poultry of any kind shall be raised, bred or kept on any lot or tract. Horses or ponies will be allowed on any tract containing three (3) or more acres, however, not to exceed in number more than one (1) animal per acre.
The growing of pasture, hay and grain crops is permitted on tracts of three (3) or more.
Personal gardening shall be permitted on any lot or tract.
8. **GARBAGE AND REFUSE DISPOSAL.** No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. **BEAUTIFICATION AND MISCELLANEOUS.**
 - A. Only trees necessary for construction of improvements or for safety reasons shall be cut from any lot or tract.
 - B. All septic system fields lines shall be placed a minimum of 75 feet away from the waters edge.

C. Electrical services lines shall be buried underground at a point beginning at least 100 feet from the house site.

D. Each private drive shall have an adequate culvert installed along existing roadway if necessary to maintain proper drainage.

10. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or tracts has been recorded, agreeing to change said covenants in whole or part. At any time the then record owners of a majority of the lots in said subdivision shall have the power through a duly acknowledged instrument, to amend or abolish these covenants.

11. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damage.

12. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, **Randy Fisher** has hereunto set his hand and seal, this 6th day of April, 2006.

Randy Fisher
Randy Fisher

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **Randy Fisher**, whose name as owner of , is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, , as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 6th day of April, 2006.

Marilyn Beato
Notary Public
My commission expires: _____

My Commission Expires Nov. 9, 2007

EXHIBIT "A"

RLPV 2006 16381

Part of Section 28, Township 1 South, Range 10 West, in Lauderdale County, Alabama, being more particularly described as follows: Begin at a point in the centerline of County Road 97 (Cow Pen Road), said point being 2942.58 feet south and 1441.38 feet west of the Northeast corner of said Section 28; run thence in a Southwestwardly direction along said road, along a curve to the left, having a fixed radius of 2436.54 feet and a central angle of 7 degrees 46 minutes for 172.78 feet to the centerline of a 60 foot wide access easement as granted by that certain instrument filed on November 27, 1985, and recorded in the Office of the Judge of Probate of Lauderdale County, Alabama, in Book 1261, Pages 26-27; run thence along the centerline of said easement the following bearings and distances: North 35 degrees 29 minutes West, 109 feet; North 79 degrees 19 minutes 45 seconds West, 196.6 feet; North 57 degrees 06 minutes 45 seconds West, 206.53 feet; South 87 degrees 33 minutes 45 seconds West, 103.25 feet; North 59 degrees 46 minutes 15 seconds West 323.46 feet; North 83 degrees 12 minutes West, 293.81 feet; South 88 degrees 35 minutes West, 57 feet; run thence North 2 degrees 09 minutes 30 seconds East and leaving said easement for 1324.06 feet; run thence North 88 degrees 53 minutes West for 250 feet, more or less, to the Southeastwardly bank of Shoals Creek, Wilson Embayment at the 505 foot contour; run thence Northeastwardly along said creek bank for 1070 feet; run thence South 88 degrees 53 minutes East and leaving said creek for 800 feet, more or less; run thence South 2 degrees 09 minutes 30 seconds West for 2308.54 feet to the Point of Beginning. Being subject to ½ the right-of-way for Cow Pen Road off the Southeastwardly side and ½ of a 60 foot wide access easement off the Southwestwardly side of the above described property, and any other easements of record or existing on site.

The above described property includes All Lots in FISHER HOLLOWS, a subdivision known and designated according to the map or plat thereof, as filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 67. And,

The above described property includes All Lots in FISHER HOLLOWS PHASE III, a subdivision known and designated according to the map or plat thereof, as filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 85.

LESS & EXCEPT FROM THE ABOVE TRACT OF LAND;

Lots 1-3, 5, 7, 9, 12, 14, 16, 18-20, 23-26, 28 & 30 in FISHER HOLLOWS, a subdivision known and designated according to the map or plat thereof, as filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 67. And, less & except;

Lots 35-37 & 40 in FISHER HOLLOWS PHASE III, a subdivision known and designated according to the map or plat thereof, as filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama, in Plat Book 7, Page 85.

DECLARATION OF AGREEMENT OF LAND OWNERS OF
Fisher Hollow Subdivision

THIS DECLARATION is made on this 19th day of April 2006 by the land owners
of Fisher Hollows Subdivision and confirms the oral agreement of the landowners of the
aforementioned subdivision inception.

Recording Fee 11.00
L.S.R. 11.00

WITNESSETH

WHEREAS, Fisher Hollows Subdivision is located in the County of Lauderdale, State
of Alabama, and the land owners of said subdivision desire to maintain the private drive for
ingress and egress throughout the subdivision.

NOW THEREFORE, the land owners hereby declare that;

1. The private drive for ingress-egress shall be properly maintained by the property owners.
2. The road shall conform to all minimum standards for roadway construction as approved by the state of Alabama highway department
3. A trust fund will be set to maintain and for the improvements of said private drive.
4. If funds are not available in said trust account, there shall be a meeting of the land owners.

in Fisher Hollows Subdivision. Each property owner shall be assessed his porta share
of the expenses to be incurred for the maintenance of said private drives. The agreement
has been approved by a majority of land owners in Fisher Hollows Subdivision.

IN WITNESS WHEREOF, the land owners of Fisher Hollows Subdivision have
agreed to the above recitals the 19th day of April 2006

<u>Gary Carter</u>	Gary Carter	<u>Carol Carter</u>	Carol Carter
<u>Jason Murabito</u>	Jason Murabito	<u>Jerrica Murabito</u>	Jerrica Murabito
<u>Leslie Jacobson</u>	Leslie Jacobson	<u>Janice Jacobson</u>	Janice Jacobson
<u>Randy Fisher</u>	Randy Fisher	<u>Brandy Norvell</u>	Brandy Norvell
<u>Jason Bolton</u>	Jason Bolton	<u>David Norvell</u>	David Norvell
<u>Tim Mitchel</u>	Tim Mitchel	<u>Tracy Mitchel</u>	Tracy Mitchel

J.R.F.