

STATE OF ALABAMA
FRANKLIN COUNTY

COVENANTS AND RESTRICTIONS OF THE GARNETT ESTATES
SUBDIVISION AND THE ESTABLISHMENT OF THE GARNETT ESTATES
HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS, That, whereas, the undersigned Ada Jane Kelly is the owner of record and the subdivider of the following real estate , to wit: Garnett Estates, a subdivision in the City of Russellville, Franklin county, Alabama, as shown and described in the Plat of said Subdivision recorded in the Office of the Judge of Probate of Franklin County, Alabama, and also described in the attached Exhibit "A".

WHEREAS, I, the undersigned, Ada Jane Kelly, own all the property comprising said 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 only, 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 to secure to each lot owner the free and full benefit and enjoyment of his or her home with no greater restrictions upon the free and undisturbed use of his or her lot than is necessary to insure the same advantages to the other lot owners.

NOW, THEREFORE, I, the undersigned, do hereby adopt the following conditions, restrictions, covenants and limitations which shall apply in their entirety and in perpetuity to all lots in the said Garnett Subdivision, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said lots of said subdivision. These covenants and restrictions shall be referred to in any future conveyance conveying any of said lots, but the lots shall remain subject to these covenants and restrictions whether the conveyance refers to them or fails to do so.

I.

As a result of, and upon the recordation of the subdivision plat, there shall be formed a not for profit association to be named "The Garnett Estates Homeowners Association", said association to be organized pursuant to, and governed by the provisions of Section 10-3B-1, et seq Code of Alabama, 1975. All owners of lots in Garnett Estates subdivision shall be members of the said association. The first six (6) lot owners shall comprise the compliance committee which shall be charged with the enforcement of the restrictions and covenants and overall management of the association.. If any lots are jointly owned by two or more persons, there shall be only one member per household per lot. The members of the compliance committee shall serve for a term of 1 year from the date below, or until their successors are elected. Ada Jane Kelly, or her designated agent, shall also serve as a permanent member and chairman of the said committee for so long as she desires to do so. At such time as Ada Jane Kelly decides that she or her agent shall no longer serve as

Deed Tax 1.00, Recording Fee 21.00, TOTAL 22.00

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chairman, then the membership shall elect a chairman by a majority vote for a term of one year or until a successor is elected. The compliance committee shall have the authority to enforce the covenants and restrictions contained herein through any legal action necessary in the name of the said Garnett Estates Homeowners Association, to grant waivers, variances and adjustments upon a vote of a majority of the committee members present at a regular meeting or at a special called meeting. However, before any such actions may be taken, there must be a quorum present. A quorum is four (4) members.

There shall be an annual meeting of the Garnett Estates Homeowners Association at such time and place as the chairman of the compliance committee shall designate. There can also be specially called meetings of the association by any member. The members of the compliance committee shall be elected at the annual meeting. The compliance committee and the other members of the association shall strive to do all acts and things proper to maintain the value of the property in the subdivision including full and final approval of architectural and site plans. If a member of the compliance committee conveys his or her property, then he or she shall be replaced by the lot owner having next earlier acquired his or her property who is not already on the committee.

II

1. All architectural plans must be submitted to the compliance committee of the Garnett Estates Homeowners Association for written approval. This includes original construction and all subsequent alterations or additions. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plan showing the location of the construction have been approved by the compliance committee of the Garnett Estates Homeowners Association.

2. A site plan showing the location of proposed improvements including dwelling, all driveways, patios, decks and any other structures and improvements shall be furnished to the committee in advance of any work. No work of any nature may be commenced on the site until written approval has been given by the compliance committee of the Association. If such approval cannot be obtained, then, upon written request from the owner, Ada Jane Kelly will repurchase the property for the original sales price. The compliance committee may obtain injunctive relief to halt any attempted work commenced without approval, as it is agreed by acceptance of the conveyance subject to these restrictions that any unaccepted work may cause irreparable and permanent harm to the subdivision and property of others herein.

III

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 one detached, single family dwelling, and private garage accessory buildings and structures such as swimming pools or patios. No mobile homes or manufactured housing units shall be placed on a lot.

2. All garages shall be enclosed or not openly visible from the public street and shall be at least adequate to house standard sized American cars. All garage doors shall be operable. Any carports must be approved by the compliance committee and not openly visible from the public street.

3. No structures of a temporary character shall be placed on the premises, except necessary shelters used by builders during construction. Any necessary shelter used by builders during construction must be removed upon completion of construction.

4. No trailers, campers, travel trailers, boats, boat trailers or motor homes may be kept upon the premises except in totally enclosed garages or other areas approved by the compliance committee.

5. No dwelling shall be permitted on any lot smaller than herein provided. No residence may be constructed unless it contains at least two thousand (2,000) square feet of finished, heated and cooled, enclosed living area. 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.

6. No building shall be located closer than thirty-five feet to the front lot line, thirty-five feet to the rear lot line, and twenty feet to any side lot line (except corner lots where a minimum of thirty feet from the side line must be maintained as to any structure); provided any detached, permitted outbuildings shall conform to city zoning setback regulations in force at the time of erection thereof. Any variance to subdivision regulations must be approved by the compliance committee. Whenever the owner of two contiguous lots, or portions thereof, constructs a dwelling partly on both lots, the side lot line restriction above does not apply to the side lot line which forms a common boundary between such lots.

7. All residences shall be constructed and located on the lot so that their main entrance faces a public street of the subdivision.

8. All exterior machinery, satellite dishes, television or other antennas, air conditioning and other mechanical features or storage or fuel tanks shall be screened by landscaping approved by the compliance committee.

9. Only finished materials such as brick, stucco, painted siding, stained siding, vinyl siding and stained or painted wood shall be used for exterior surfaces of structures. All homes shall be predominately masonry finished.

10. All fences shall be of a type and quality approved by the compliance committee.

Each fence shall have at least one gate. If the fence has only one finished side, it must be the side exposed to the public. No fence may be erected on the front lot line or in front of the dwelling unless approved in advance by the compliance committee.

11. No sign of any kind shall be displayed to the public view on any lot except one identification sign not more than two square feet in area and one temporary sign of not more than five square feet in area advertising the property for sale or rent.

12. The recorded subdivision plat shall designate utility and drainage easements. These easements shall be maintained by the owner of the lot, but said owner may place no obstruction which interferes with the use and maintenance of such easement.

13. No commercial activity shall be maintained on the property other than a home office with no exterior sign and no activity inconsistent with city zoning.

14. 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 purposes. No owner shall keep or maintain any pet or animal that has a vicious propensity or that becomes a nuisance to the neighborhood.

15. No trees larger than six inches in diameter may be removed, harvested or cut from any lot without the prior approval of the compliance committee. This restriction shall not apply to trees removed in the area where actual home construction occurs, or to dead trees, or to damaged trees that pose a danger to the safety of people or a risk of damage to the structures located nearby.

16. All driveways must be concrete or asphalt. All entrance drives must have at least a 20 foot culvert pipe with the size approved by the City of Russellville.

17. Any purchaser who acquires an unwooded lot shall maintain the lot until the time a dwelling is constructed. If the purchaser does not maintain the lot, the Garnett Estates Homeowners Association shall have the lot maintained at the owner's expense.

18. No toxic or offensive activity shall be engaged in upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

19. No permanent parking shall be permitted on any street in the subdivision.

20. No more than one dwelling house may be erected on any one lot. Any change in lots from the original plat must be approved by the compliance committee.

IV

1. Enforcement of these covenants and restrictions shall be by proceedings at law or

in equity against any person or persons violating or attempting to violate any covenants either to restrain the violation or to recover damages.

2. The invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

3. Much of the region around Garnett Estates was mined for iron ore some 50 to 100 years ago. Noted in the region are drilled or hand dug test pits. These old test pits are many times hidden from easy view. If during the development of the subdivision any such pit is discovered, the developer shall have the pit filled. Once the lot is sold, the purchaser shall assume all liability for such matters.

4. The developer of the subdivision makes no representations or warranties of any kind as to the suitability of any lot for the construction of a residence or other structures. Any pre- engineering required for the construction shall be the sole responsibility of the purchaser.

5. The entrance gate, common grounds and fencing shall be maintained by the developer for a period of one year, or until such time as 50% of the lots have been sold. Thereafter, such maintenance and upkeep shall be made by the Garnett Estates Homeowners Association.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th Day of ~~October~~, 2001.
December 11, 2001

Ada Jane Kelly
ADA JANE KELLY

STATE OF ALABAMA
FRANKLIN COUNTY

I, the undersigned, a Notary Public in for said County and State, hereby certify that Ada Jane Kelly, 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 said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 12th day of December, 2001.

Michael D. Small
NOTARY PUBLIC

STATE OF ALABAMA

FRANKLIN COUNTY

AMENDMENTS TO THE COVENANTS AND RESTRICTIONS OF THE GARNETT ESTATE SUBDIVISION AND ESTABLISHMENT ON THE GARNETT ESTATE HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS;

That the undersigned being all of the owners of record and Ada Jane Kelly as the subdivider and owner of the following real estate, to-wit: Garnett Estates, a subdivision in the city of Russellville, Franklin County, Alabama, as shown and described in the Plat of said Subdivision recorded in the office of the Judge of Probate of Franklin County, Alabama, do hereby by agreement, make the following amendments to the covenants and restrictions of the Garnett Estate Subdivision as the same appears of record in Deed Book 287, Page 861.

Section I is amended to add the following language:

“Any property owner who wishes to build a dwelling or other structure and improvements is to submit a set of plans and a site layout to the compliance committee, who shall have up to thirty (30) days to approve the plans. The compliance committee shall retain possession of the plans during the construction phase and shall have authority to insure compliance with the plans.”

Section II, Paragraph “5” of said section as it appears on Page 3 of said Covenants and Restriction is hereby amended and altered to read as follows:

5. No dwelling shall be permitted on any lots smaller than herein provided. No residence may be constructed unless it contains at least 2,800 square feet of finished, heated and cooled, enclosed living area except that the compliance committee created herein shall have at its option, the authority to permit a 200 square foot variance.

Section III, Paragraph “16” of said section as it appears on page four (4) shall be amended to delete the words “or asphalt”. The amended paragraph shall read as follows:

16. All driveways must be concrete. All entrances must have at least a twenty (20) foot culvert pipe with the size approved by the City of Russellville.

Section III, Paragraph “17” as it appears on page four (4) shall be amended to read as follows:

Recording Fee 24.00, TOTAL 24.00

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Mike Green, Probate Judge, Franklin County, Alabama

17. "Any purchaser who acquires an un-wooded lot shall maintain the lot until the time a building is constructed and shall maintain the lawn subsequent to construction. If the purchaser does not maintain the lot and lawn, the Garnett Estates Homeowners Association shall have the lot maintained at the owners expense."

These amendments shall become effective on any property owner who acquires any lot from Ada Jane Kelly, the sub-divider after December 1, 2006.

In Witness Whereof the undersigned have set their hands and seals on this 27th day of November, 2006.

Glen H. Strickland
GLEN H. STRICKLAND

Chad W. Hutcheson
CHAD W. HUTCHESON

John Mark Williams
JOHN MARK WILLIAMS

Jason L. Hulsey
JASON L. HULSEY

Christopher Lee James
CHRISTOPHER LEE JAMES

Ada Jane Kelly
ADA JANE KELLY

Barbara E. Strickland
BARBARA E. STRICKLAND

Andrea D. Hutcheson
ANDREA D. HUTCHESON

Beverly E. Williams
BEVERLY E. WILLIAMS

Julie K. Hulsey
JULIE K. HULSEY

Amy LeAnne James
AMY LEANNE JAMES

STATE OF ALABAMA

FRANKLIN COUNTY

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that **Ada Jane Kelly, a married woman, Glenn L. Strickland and wife, Barbara E. Strickland, Chad W. Hutcheson and wife, Andrea D. Hutcheson, John Mark Williams and wife, Beverly E. Williams, Jason L. Hulsey and wife Julie K. Hulsey, and Christopher Lee James and wife Amy LeAnne James** are signed to the foregoing conveyance and whom are known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 27th day of November, 2006.

Michael D. Sewell
NOTARY PUBLIC

COMPLIANCE COMMITTEE APPROVAL

Garnett Estates Subdivision Compliance Committee
City of Russellville, Franklin County, Alabama

The purpose of this document is to comply to the recorded restrictions of record of Garnett Estates Subdivision. The members of the Compliance Committee who have signed this document, being a quorum, have discussed and approved the following committee concern:

Mr. John Mark Williams, and wife Beverly E. Williams own Lot 13 in Garnett Estates where their dwelling is located and they reside. Mr. David Joseph Bishop and wife Stacy Lynn Bishop own Lot 11 in Garnett Estate Subdivision where they are in process of constructing their dwelling. The Williams and Bishops desire to acquire Lot 12 of Garnett Estates that is located between their respective properties. The Williams and Bishops further desire split Lot 12 in half in order for the two individuals to enlarge their respective lots.

The Compliance Committee approves Mr. John Mark Williams, and wife Beverly E. Williams and Mr. David Joseph Bishop and wife Stacy Lynn Bishop to proceed with the purchase for the purpose stated. This approval will not allow any additional dwellings to be constructed and shall for future reference the compliance committee will consider the additional land purchased to be a part of a newer larger whole to be added to the original purchased lot acquired by the Williams and Bishops.

In Witness Whereof the undersigned have set their hands and seals on this 20th day October, 2009.

Barbara E. Strickland
Barbara E. Strickland

Glen H. Strickland
Glen H. Strickland

Christopher Lee James
Christopher Lee James

Amy Leanne James
Amy Leanne James

Jason L. Hulsey
Jason L. Hulsey

Julie K. Hulsey
Julie K. Hulsey

John Mark Williams
John Mark Williams

Beverly E. Williams
Beverly E. Williams

I, the undersigned, a Notary Public in and for said County, in said State hereby certify that Glen L. Strickland and wife, Barbara E. Strickland, Christopher Lee James and wife, Amy Leanne James, Jason L. Hulsey and wife, Julie K. Hulsey, and John Mark Williams and wife, Beverly E. Williams are signed to the foregoing conveyance and whom are known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day October, 2009.

Michael R. [Signature]
Notary Public

Recording Fee 15.00, TOTAL 15.00

Recorded In DEED BK 338 PG 488, 10/30/2009 10:15:52 AM
Barry Moore, Probate Judge, Franklin County, Alabama