

Recording Fee 23.00
TOTAL 23.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
GILCHRIST TRACTS

This property embraced in the subdivision shown on the map and plat prepared by James E. Alexander Land Surveying, LLC and known and designated as **GILCHRIST TRACTS**, located in Lauderdale County, Alabama, and shown on Plat Book 7, Page 315. The undersigned owner hereby imposes on all of the lots provided in said plat the following covenants and building restrictions:

1. **LAND USE AND BUILDING TYPE:** No lot or plat thereof shall be occupied, used or maintained except solely as one single family residence. Lots may not be subdivided. Residences cannot be leased.
2. **MAINTENANCE:** If a lot owner fails to maintain, restore or repair the roof, gutters, down spouts, exterior building surfaces, and other exterior improvements in a manner satisfactory to any other lot owner of the Gilchrist Tracts, a lot owner may file a suit for specific performance for the maintenance and repair and may collect all costs and expenses, including reasonable attorney fees from the lot owner that fails to maintain their premises.
3. **CONSTRUCTION DWELLING QUALITY, AND SIZE:** Each residence must have a minimum living area of 2,000 square feet. Porches, attached garages, breeze ways and basements shall not be included in computing the minimum living area. Each residence must have a two car attached garage. Any dwelling must be fully completed within 18 (eighteen) months of the commencement of construction and no unfinished dwelling may be occupied.

The exterior of any structure must be a least eighty (80%) percent brick or stone, including any structure that is detached from the family residence, except for boat docks. Boat docks shall be in compliance with TVA regulations. An additional detached garage for the storage of not more than two (2) vehicles is permissible but the garage's exterior must be constructed from the same material as the residence.

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4. **BUILDING LOCATION:**
For all structures: The front set back line is 200 feet from front lot line; the rear set back line is 100 feet from the rear lot line; and the side set back line is 25 feet from the side lot line.
5. **EASEMENTS:** Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the lots as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the lot owner for any permitted purpose, except structures.
6. **NUISANCE:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot that constitutes an annoyance or nuisance. Commercial trucks over one (1) ton in size, motor homes, campers, boat trailers, recreational vehicle trailers, commercial trailers, tractors or other farm equipment, or livestock hauling trailers are not to be parked on streets or driveways overnight, except where construction on houses is in process and construction vehicles are parked on lots or streets out of necessity. There shall be no construction or repair of motor vehicles, water crafts, tractors, or other mechanical devices, except that which can be done and is done on a non-commercial nature. Parking and storage of non-operating automobiles, trucks, boats or other vehicles is prohibited, except within a closed garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered a non-operating vehicle. Travel trailers and other recreational vehicles may not be parked in the subdivision except in garages. Any satellite dishes on any lot must be located at the rear of the residence in an inconspicuous location and cannot be more than 18 inches in diameter nor more than 60" in height including the pole. Colored exterior lighting will not be permitted. Outdoor light fixtures must be compatible with the design and style of the residence.
7. **OUTBUILDINGS:** No outbuilding shall be permitted on any lot except with the written approval of the Architectural Control Committee and must be of similar quality and with exterior cladding the same as the residence. All outbuildings will have the same set back restrictions.
8. **ANIMAL CONTROL:** Dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs or cats must be kept in the backyard or on a leash. No chronic barking dogs will be allowed.
9. **GARDEN:** A private herb/vegetable garden may be maintained at the rear of the residence.

10. **FENCES:** No fences or walls shall be placed on any lot except upon written approval of the Architectural Control Committee.
11. **MAINTENANCE OF LOTS AND LAWN:**
 - A. From the date of purchase of a lot, the lot and all improvements located thereon, shall be kept and maintained by the lot owners in good order, repair and free of all debris, including but not limited to, the sowing, and sodding of all lawns, the pruning and cutting of all trees, and the painting (or other appropriate external care) of all structures and other improvements.
 - B. Each residence must be landscaped within two (2) months of occupancy. No firewood or other such items shall be dumped in any yard, but must be stacked neatly out of sight from the street.
12. **SIGNS:** No sign of any kind shall be displayed in public view on any lot, except one sign of not more than 540 square inches advertising the property for sale.
13. **DRIVEWAYS:** Each residence must have a concrete driveway which shall be a minimum of fifteen (15) feet in width.
14. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee will be composed of three (3) members, and the initial members are **WADE GILCHRIST, PATTY GILCHRIST AND JEAN HOLT**. In the event of death or resignation of any member of the committee, his/her replacement will be elected by the lot owners. No member of the Architectural Control Committee will be entitled to any compensation for services performed pursuant to this Declaration.
15. **APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE:** No residence, outbuilding, fence, wall, or other structure or exterior surface or roof of any building or structure shall be commenced, repaired, replaced, erected or maintained upon any lot, nor shall any exterior addition to or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, and color of the same shall have been submitted to and approved in writing by the Architectural Control Committee. Without limiting the foregoing, such plans and specifications must include a detailed statement of the colors of any paints or material to be used in exterior surfaces and roofs. In the event a majority of the committee fails to approve or disapprove such plans within thirty

(30) days of submission to the committee, as evidenced by written acknowledgment of receipt thereof, approval will not be required and this Article will be deemed to have been fully complied with. Such plans may be disapproved because of the following:

- A. Failure of plans or specifications to comply with any covenant or restriction contained herein.
- B. Failure to include information in such plans as may have been reasonably requested by the committee.
- C. Objection to the exterior design, appearance or materials of any proposed building, repair or replacement.
- D. Incompatibility of any proposed building with existing buildings on other lots.
- E. Objections to the location of any proposed structure upon any lot or with reference to other lots.
- F. Objection to the color scheme, finish, proportions, style, architecture, height, bulk or appropriateness of any proposed structure.

Notwithstanding any other provision of these covenants or the recorded plat, the Architectural Control committee may waive any provision of these covenants.

Whenever, in the unanimous opinion of the members of the Architectural Control Committee substantial damage will be done to any lot owner, the Committee shall have full authority, anything in these protective covenants and restrictions to the contrary notwithstanding, to waive or allow any violation herein, whether such violation is present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledged by each member of the Committee before a Notary Public and recorded in the Office of the Judge of Probate.

16. **TERMS OF RESTRICTIONS AND AMENDMENTS:** The protective covenants and restrictions of this Declaration shall run with and bind the land and shall be binding on all persons claiming under them for a period of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by all the lot owners. Any amendment must be recorded in the Office of the Judge of Probate of Lauderdale County, Alabama.
17. **VIOLATIONS:** If any person or entity shall violate any of the protective covenants or restrictions herein, it shall be lawful for any lot owner to

prosecute any proceedings at law or in equity against the persons or person violating any such protective covenants or restrictions to prevent any such violation or attempted violation and to recover damages. The lot owner found by the Court to violate these restrictions will be obligated to pay the attorney fees of the parties filing the legal action.

- 18. **SEVERABILITY:** Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions which shall remain in full force and effect.
- 19. **MISCELLANEOUS:** If there is a conflict between these covenants and the subdivision plat, the plat will override these covenants.

Executed this 10 day of April, 2017.

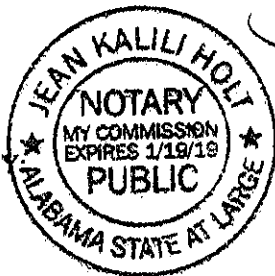
Pinehurst Investments, LLC

By: [Signature]
Wade Gilchrist, Managing Member

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said county and in said State, hereby certify that Wade Gilchrist, whose name as Managing Member of Pinehurst Investments, LLC, is signed to the foregoing Declaration of Covenants, Conditions, and Restrictions and who is known to me, acknowledged before me on this day, that, being informed of the contents of the foregoing, he, in his capacity as Managing Member, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this 10 day of April, 2017.



[Signature]
Notary Public
My Commission Expires: 01/19/19

THIS INSTRUMENT PREPARED BY
PINEHURST INVESTMENTS, LLC
Wade Gilchrist
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Florence, AL 35633
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