

STATE OF ALABAMA
LAUDERDALE COUNTY

2021

FICHE 88-0252 FRAME D010

PROTECTIVE COVENANTS

The undersigned, William D. Biggs, Sr. and wife, Shelva Biggs, being the owners of all the property embraced in the subdivision shown on the map and plat prepared by Robilyn Gass (White, Taylor, Walker/G.M.), known and designated as Harbor Cove, located in Lauderdale County, Alabama, and recorded in the Office of the Judge of Probate of said County in Plat Book 6 at Page 25, hereby imposes on all of the lots in said plat the following covenants and building restrictions.

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 twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then record owners of the lots, it is agreed to change said covenants in whole or in part. The term "Record Owners" shall not include mortgagees.

If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person owning any of said property or owning any lot in said subdivision and development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violations.

I

(a) All of said lots shall be used exclusively for single family residential purposes. "Family" shall mean one

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or more persons related by blood, marriage, or adoption and living as a single non-profit, non-commercial housekeeping unit.

(b) No trade, business, or commercial activity of any kind or character shall be conducted upon or permitted upon any of said property.

II

(a) Only one detached single family residential dwelling shall be erected, constructed, altered, placed or permitted to remain on any lot.

(b) No lot may be divided or subdivided, except Lots 3 and 4 which may be divided into 3 lots, without the express, prior written consent of the Architectural Control Committee, which said consent to be effective must be filed for record in the office of the Judge of Probate of Lauderdale County, Alabama.

(c) No building or structure shall be erected, constructed, altered, placed or permitted to remain on any lot other than one detached single family dwelling, and attached or detached garage, one accessory building, and boathouse and pier. "Accessory building" means a subordinate building, the use of which is incidental to and directly related to the use of said dwelling for single family residential purposes. No sleeping, living, or cooking quarters or uses will be permitted within any boathouse. Any such accessory building may not be constructed prior to construction of a single family residence. No accessory building may be leased or rented except as a part of the entire premises including the single family residence.

III

(a) All single family dwellings must contain a furnished living area, exclusive of basements, accessory

buildings, carports, garages, terraces, porches and the like of at least 1,700 square feet with at least 1,000 square feet on the main floor which must be totally above ground. No dwelling, garage, or accessory building may exceed two stories in height, excluding basements.

(b) An enclosed carport or garage large enough to accommodate two standard size automobiles must be constructed for the use with each single family dwelling and such enclosed carport or garage must be at least twenty feet wide.

(c) The exterior siding of all dwellings, boathouses, detached garages and accessory structures must be of natural woods, clay-based brick, or natural cut stone or such siding as is approved by the Architectural Control Committee. The use of asbestos, composition, or asphalt exterior siding is prohibited. Foundations are not included within the definition of "exterior siding". Concrete blocks may be used for foundations provided they are covered with concrete or plaster. Boathouses may be open and are not required to have exterior siding provided the plans for such open boathouses meet with the approval of the Architectural Control Committee.

(d) In no event may manufactured or prefabricated buildings or structures be erected, placed, constructed, or allowed to remain on any lot or on said property.

(e) All driveways shall be of hard surface, such as concrete, asphalt or brick, or such other surface as may be expressly authorized in writing by the architectural control committee or its designated representative.

IV

(a) No dwelling or accessory structure or detached garage shall be located nearer than 30 feet to any front (roadside) lot line; nearer than 30 feet to the 505 contour

line of Lake Wilson/Six Mile Creek, or rear lot as the case may be; nearer than 15 feet to any side lot line not fronting on a roadway.

(b) No boathouse or pier shall extend into Lake Wilson/Six Mile Creek more than 30 feet measured from the 505 foot elevation (Bingham Data) of Lake Wilson/Six Mile Creek.

V

No dwelling, garage, boathouse pier, accessory structure, fence, wall, mailbox, swimming pool, tennis court, satellite dish, antenna or any other structure shall be placed, commenced, erected, constructed, maintained or built upon any lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, shape, kind, color, height, materials, and location of same shall have been submitted to the Architectural Control Committee and approved by it or its designated representative in writing as to harmony of external design and materials and location in relation to surrounding dwellings, accessory structures and other permitted structures and topography. Notwithstanding compliance with the other specific provisions contained in these covenants concerning design, materials, size, and location of structures, the Architectural Control Committee is given the express and absolute authority and power, in its sole discretion, to disapprove the proposed plans, location or specifications upon any grounds herein set forth or otherwise, including but not limited to purely aesthetic considerations, which in the sole discretion of the Architectural Control Committee are deemed sufficient. In arriving at a decision as the approval or disapproval of location of any proposed

structure, in addition to specific requirements as to location herein set forth, the Architectural Control Committee will consider: location of structures so that a maximum amount of view and breeze will be available to each dwelling; location of structures with regard to topography of each building site, taking into account the height of hills, the location of large trees and similar considerations. Over and above the specific requirements as to location herein set forth, the Architectural Control Committee shall have the right to control absolutely and solely decide the precise site and location of any dwelling, garage, accessory structure, boathouse, pier, or other structure on or appurtenant to any building site or lot. One copy of the plans and specification must be furnished to the Architectural Control Committee and its approval in writing obtained before the commencement of construction or site preparation. In event the Architectural Control Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time and the construction of any building must be completed within twelve (12) months. All debris from clearing of any lot for construction must be transported and discarded outside of said subdivision.

VI

No tree measuring 8" in diameter, two feet above ground level may be removed without the prior written approval of

the Architectural Control Committee unless said tree is located within 15 feet of the approved site for dwelling house or any other permitted structure or a driveway thereto.

VII

The owner of each tract shall be required to provide a screened storage area for garbage cans or bags or to provide underground garbage recepticals or similar facilities in accordance with reasonable standards to be established by the Architectural Control Committee.

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage of such material shall be kept in a clean and sanitary condition.

VIII

No trailer, mobile home, barn, tent, busbody, shack, basement or other similar outbuilding or structure or device shall be placed on any lot, either temporarily or permanently for any reason, provided however, during the construction phase of a dwelling or any other approved improvement, such temporary structure may be permitted during the construction phase only with the express prior written consent of the Architectural Control Committee or its designated representative.

IX

The location of all septic tanks and appurtenances thereto must be approved by the Architectural Control Committee prior to their installation. Septic tanks and accompanying facilities are to be installed and maintained according to the rules of the State of Alabama Public Health Department and any other governmental agency which is authorized by law to issue regulations concerning such septic tanks and appurtenances.

It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on any lot which shall tend to decrease the beauty of the neighborhood as a whole or the specific area.

XI

Residents are permitted to utilize a portion of the rear of their lot for vegetable garden plots. The maximum size of a vegetable garden plot is restricted to twenty feet by twenty feet (20' c 20'). When the garden plot is not being utilized for the growing of vegetables or fruits, lot owners must keep the area maintained in a manner consistent with the remainder of the law. That is, dead and dried plants, limbs, stems, and other pieces of vegetation should be cleared and disposed of so that the garden plot area is neat and orderly. Garden plot locations for interior lots are restricted to the rear portion of the lot.

XII

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, or animals or stables or device or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or to a nature as may diminish or destroy the enjoyment of other property in the area by the owners thereof.

XIII

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 commercial purposes. Not more than two dogs may be kept on any lot. No owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood.

XIV

No sign of any kind (except as may be required by legal proceedings) shall be displayed to the public view on any lot except two professional sign of not more than four (4) square feet each advertising the property during the construction and sale period. Notwithstanding the above, all signs must be approved as to size, color, content and location by the Architectural Control Committee.

XV

The use of house boats, cruisers and other types of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited. Furthermore, no boat docked at any of the property, no matter how temporary the stay there, may use a toilet that evacuates raw, untreated sewage into the water. The toilet for a temporary boat docked at any of the property must have as a minimum standard of sanitation, a toilet that micro-pulverizes and then effectively chemically treats all sewage before ejection into the water. The shoreline shall in no way be used as a rental docking space or for any other commercial endeavor. Neither shall it be used as a regular docking space for other than the owner, except the property owner may allow docking by friends and provided further that the boats of said friends, if equipped with toilets, meet the above requirements. It being the purpose and intent of this covenant to prohibit and prevent the systematic dumping of sewage and waste into the waters abutting the property covered by these covenants.

Perpetual easements are reserved for utility installation and maintenance as shown on the recorded plat of subdivision.

All utility lines, including power, telephone and TV cable, shall be placed underground, including the lines servicing each individual dwelling, and no over-head utility lines shall be permitted in the subdivision.

XVII

No boat, truck, trailer or any structure or vehicle of a temporary or a mobile nature, other than a passenger automobile shall be regularly parked, stored or exhibited on any lot in any manner that would be conspicuous or offensive to the neighborhood. Nothing in this covenant shall be constructed to alter or modify the provisions of covenant number VIII.

XIII

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over three (3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

No storage tanks of any kind shall be permitted above ground.

XX

Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises. No garbage incinerators shall be permitted.

XXI

No wire cyclone fence, tree house or like structure shall be permitted at the front of any lot nearer to the street than the back side of the house, and any such fence, wall, other fence or tree house or like structure to be built on any lot shall be erected only after obtaining the approval in writing of the Architectural Control Committee.

Material and construction must be in such a manner so as not to obstruct the adjacent property owner's view of that portion of the lake and water front which but for said fence or structure would be visible from such adjacent lot or lots.

XXII

None of the said tracts nor any part thereof shall be used as a roadway, footpath, trail or access way of any kind to provide any person or persons with access or entry to Lake Wilson, other than the owner of said tract, his or her family and their bona fide guests, except easements that are especially and specifically granted in writing to the respective owners hereof.

XXIII

The Architectural Control Committee shall consist of at least 2 members and not more than 5 members. The initial committee shall consist of:

William D. Biggs, Sr.

Shaler S. Roberts, Jr.

Except as hereinafter provided, any approval required by the Architectural Control Committee may be executed by a representative designated by the Committee. Any matter presented to the committee shall be in writing and as otherwise provided herein. The members of such committee shall serve until they shall resign or be removed by death and the then remaining member or members shall have full authority and power to designate a successor or successors in any such case. At any time, the then record owners of 2/3 of said lots shall have the power through a duly acknowledged instrument to change the membership of the Architectural Control Committee or to withdraw from the committee or restore to it any of its powers or duties.

The majority of the Architectural Control Committee may, at its sole discretion, waive paragraphs:

II (b)

III (a), (b), (c), (d) and (e)

IV (a) and (b)

whether such violations be present or prospective. Such waiver to be effective must be reduced to writing under the signature of a majority of the members of the committee and acknowledged by them before a notary public and filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama.

IN WITNESS WHEREOF, the undersigned William D. Biggs, Sr. and Shelva Biggs, have hereunto set their signatures and seals on this the 3rd day of October, 1988.

William D. Biggs (SEAL)
William D. Biggs, Sr.

Shelva Biggs (SEAL)
Shelva Biggs

STATE OF ALABAMA
LAUDERDALE COUNTY

)
) FICHE 88-0252 FRAME E007

I, Marie C. Montgomery, a Notary Public in and for the State and County aforesaid, hereby certify that William D. Biggs, Sr., whose name is signed to the foregoing conveyance, and who is know to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of October, 1988.

Marie C. Montgomery
Notary Public
MY COMMISSION EXPIRES FEB. 22, 1990

STATE OF ALABAMA
LAUDERDALE COUNTY

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)
I, Marie C. Montgomery, a Notary Public in and for the State and County aforesaid, hereby certify that Shelva Biggs, whose name is signed to the foregoing conveyance, and who is know to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 3rd day of October, 1988.

Marie C. Montgomery
Notary Public
MY COMMISSION EXPIRES FEB. 22, 1990

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT

I hereby certify that the foregoing instrument was
filed to record in this office on Nov 30, 1988
at 10:08 AM o'clock and duly recorded in Ficho
88-0252 Frame D010-E007 Deed Tax
\$ Mtg. Tax Fee 30.00

William D. Biggs, Sr. Judge of Probate

STATE OF ALABAMA
LAUDERDALE COUNTY
NOV 30 10 09 AM '88
JUDGE OF PROBATE

0838

THE STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

FICHE 89-0237 FRAME 0005

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, constituting all of the members of the Architectural Control Committee for Harbor Cove, the plat of which is filed for record in the Office of the Judge of Probate of Lauderdale County, Alabama in Plat Book 6 at page 25, and pursuant to the power vested in them by virtue of the Protective Covenants for said subdivision of record in said Probate Office on Fiche 88-0252 Frame D010-E007, being of the unanimous opinion that no substantial damage will result to any person owning property in said subdivision by virtue of the violation or prospective violation of the building setback line as hereinafter set out, hereby forever waive the violating of the following provisions of said Protective Covenants, to-wit:

The Building setback line as established by said Protective Covenants on the North side of Lot No. 6, in said subdivision, is changed from fifteen (15) feet to five (5) feet, in order that the proposed house and garage to be located thereon may extend within five (5) feet of said lot line.

IN WITNESS WHEREOF, the undersigned members of the Architectural Control Committee for Harbor Cove have hereunto set their hands and seals on this the 26th day of October, 1989.

STATE OF ALABAMA
LAUDERDALE COUNTY, PROBATE COURT
I hereby certify that the foregoing instrument was
filed to record in this office on Oct. 27, 1989
at 9:07 AM o'clock and duly recorded in Fiche
89-0237 Frame 0005 Deed Tax
\$ — Mtg. Tax — Fee 3.50
William C. Stanley Judge of Probate

William D. Biggs, Sr. SEAL
William D. Biggs, Sr.

Shaler S. Roberts, Jr. SEAL
Shaler S. Roberts, Jr.

AS MEMBERS OF SAID ARCHITECTURAL
CONTROL COMMITTEE

THE STATE OF ALABAMA)
COUNTY OF LAUDERDALE)

I, the undersigned, a Notary Public in and for the State and County aforesaid, hereby certify that William D. Biggs, Sr. and Shaler S. Roberts, Jr., whose names as members of the Architectural Control Committee for Harbor Cove, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 26th day of October, 1989.

Melanie Hancock Baker
Notary Public

My Commission Expires 9-8-90