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STATE OF ALABAMA

LAUDERDALE COUNTY

009027

PROTECTIVE COVENANTS

MARTHA R. KEETON, owner of all the property in Lauderdale County, Alabama, described on the attached Exhibit "A", which is made a part hereof by reference, said property being shown on a map and plat thereof prepared by White, Lynn, Collins and Associates, Inc. known and designated as Hidden Hills Estates, said map and plat to be recorded in the Office of Judge of Probate of Lauderdale, County, Alabama, hereby impose on all of the lots in said plat and the property described in the attached Exhibit "A" 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 for such violations. In the event of a breach of said covenants the person or persons committing the breach shall pay all costs of enforcing these covenants, including a reasonable attorney's fee. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

I

All of said lots shall be used exclusively for single family residential purposes. "Family" shall mean one or more persons related by blood, marriage, or adoption and living as a single non-profit, non-commercial housekeeping unit.

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

II

Only one (1) detached single family residential dwelling shall be erected, constructed, altered, placed or permitted to remain on any lot.

No building or structure shall be erected, constructed, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling, and attached or detached garage, one (1) 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 will be permitted within any boathouse. No accessory building may be leased or rented except as a part of the entire premises including the single family residence.

18.50

III

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 2,200 square feet with at least 1,200 square feet on the main floor which must be totally above ground. No dwelling, garage or accessory building may exceed two (2) stories in height, excluding basements.

An enclosed carport or garage large enough to accommodate two standard size automobiles must be constructed for use with each single family dwelling such enclosed carport or garage must be at least twenty (20) feet wide. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc

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 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, plaster, or drivit. 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.

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. No trailer, basement, tent, shack, garage or other out building erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. All mail boxes shall be approved by said committee

IV

No building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 25 feet to any side street line. No building shall be located nearer than 8 feet to an interior lot line, or nearer than thirty (30) feet to the 509.34 contour line of Wilson Lake.

No dwelling, garage, boathouse, pier, accessory structure, fence, wall, mailbox, swimming pool, tennis court, satellite dish or 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 to the approval or disapproval of location of any proposed addition to specific requirements as to location herein set forth, the Architectural Control Committee will consider location of structure so that a maximum amount of view and breeze will be available to each dwelling, 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 (1) 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 the event the Architectural Control Committee and its designated representative fails to approve or disapprove such plans and specifications within thirty (30) 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 with a reasonable time and the construction of any building must be completed within 15 months. All debris from clearing of any lot for construction must be transported and discarded outside of said subdivision.

V

The owner of each tract shall be required to insure that no garbage cans or receptacles can be visible from the street.

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.

VI

No motor vehicles, boats, mobile homes, campers, or trailers shall be kept or stored on any part of the property, except within a covered carport or enclosed garage nor shall any such vehicles, boats, motor homes, campers, trucks or trailers be allowed to park on any street in said subdivision overnight or for any extended period and only temporary parking of such shall be allowed. Covered carports or enclosed garages will need the approval of the Architectural Control Committee as to materials used, design and location on lots.

VII

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 (2) professional signs of not more than four (4) square feet each advertising the property during the construction and sale period. The subdivision developer may have one large sign advertising the subdivision and small signs on each lot showing the shape, size and dimensions of each.

VIII

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 (2) dogs may be kept on any lot. No animal that has vicious propensities, or becomes a nuisance to the neighborhood, shall be allowed.

IX

No wire or cyclone fence will be permitted in the subdivision. Any hedge, fence or wall may be erected or grown only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. No substantial change in the elevation of the land shall be made on the premises. 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Not any type of 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 or hedge 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.

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Materials 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

X

No storage tanks of any kind shall be permitted above ground. No clothes lines or drying yards shall be permitted or garbage incinerators

XI

No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain any where thereon. The general landscaping of any residence and the planting of shrubs and trees must be approved in writing by the architectural Control Committee before the same are carried out.

XII

All boathouses, piers and seawalls may be erected only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee.

XIII

The Architectural Control Committee shall consist of at least two (2) members and not more than five (5) members

The initial committee shall consist of

Martha Reeder Keeton

Randall Lee Keeton

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. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if not 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 fully complied with.

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IN WITNESS WHEREOF, MARTHA R. KEETON, has caused this instrument to be executed, on this the 7th day of March, 1999.

Martha R. Keeton
Martha R. Keeton

I, _____ a Notary Public in and for said County of Lauderdale, in said State, hereby certify that Martha R. Keeton, whose name 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, she executed the same voluntarily on the day the same bears date

Given under my hand this the 7th day of March, 1999

Sherry K. McLawrence
Notary Public

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