

STATE OF ALABAMA

COLBERT COUNTY

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HUNTER POINT II PROTECTIVE COVENANTS

HARVEY F. ROBBINS, SR., S.BRENT & KAREN D. FRITTS, RONNIE L. & ELISE B. GILCHRIST, AND ROBERT F. & SALLY J. DUNN, owners of all the property in Colbert 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 Paxton, Price, & Rider Engineering, Inc. known and designated as HUNTER POINT II, said map and plat to be recorded in the Office of the Judge of Probate of Colbert 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 owning any land within the property herein described until January 1, 2006, at which time covenants shall be automatically extended for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Architectural Control Committee to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violation, or both, and 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. Invalidation 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.

1. All lots in the subdivision are for residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height excluding the basement, and a private garage and other out buildings incidental to residential use of the lot, which out buildings shall be approved by the Architectural Control Committee.

2. No business or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood

3. 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, except that servants may reside in an outbuilding. All mail boxes shall be approved by said Committee.

4. DWELLING QUALITY & SIZE No dwelling shall be permitted having a ground floor area, exclusive of porches, terraces, basement, and garages, of less than twenty one hundred (2,100) square feet. All two story residences in the Subdivision must have a ground floor area, exclusive of open porches, terraces, basement and garages, of twelve hundred (1,200) square feet.

No residence shall be permitted the use of asbestos siding or shingles, except asbestos shingles on the roof, and no "perma stone" or the same thing by another name shall be permitted. Natural cut stone and or dryvit, shall be permitted. No exposed concrete block shall be permitted. Vinyl siding shall be limited to trim areas only.

No garages facing the street shall be permitted unless they have at least a twenty

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(20) foot floor surface width. All driveways in said subdivision shall be of hard surface material, such as concrete, asphalt, brick, etc.

5. Perpetual easements are reserved for utility installation and maintenance, as shown on said plat to be recorded.

6. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines as shown on the said plat to be recorded. In any event, 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. For the purposes of these covenants, eaves and steps shall not be considered as part of a building. No dwelling shall be located on any interior lot nearer than 50 feet from the rear lot line. Location of the dwelling must be approved by the Architectural Control Committee.

7. The Architectural Control Committee is composed of Harvey F. Robbins, Sr., Roger Brown, and Robert F. Dunn. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties.

8. **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 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 fully complied with.

9. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location of the structure on the lot, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph 8 above.

10. No sign of any kind shall be displayed to the public view on any lot except one professional real estate sign of not more than two square feet. The subdivision developers may have one large sign, advertising the subdivision.

11. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring of oil or natural gas shall be erected, maintained or permitted upon any lot.

12. 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 purpose. All owners shall take care that pets are not allowed to disturb other property owners. No animal that has vicious propensities, or becomes a nuisance to the neighborhood, shall be allowed.

13. 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.

14. No visible radio, TV antenna, or satellite, shall be attached or affixed to any part of the residential dwelling or any appurtenant structure, and all must be of a size, shape, and location as approved by the Architectural Control Committee, in writing, before their installation.
15. No motor vehicles, boats, mobile homes, campers, or trailers shall be kept or stored on any part of the property, except within an 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 any only temporary parking of such shall be allowed.
16. No storage tanks of any kind shall be permitted above ground.
17. **GARBAGE AND REFUSE DISPOSAL:** 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 or disposal of such material shall be kept in a clean and sanitary condition.
18. **SIGHT DISTANCE AT INTERSECTIONS:** 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
19. When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time.
20. 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.
21. All boathouses, piers and sea walls may be erected only after the plans and specifications of the same are approved, in writing, by the Architectural Control Committee. Approval shall be as provided in Paragraph 8 above. All construction contractors must be approved by the Architectural Control Committee, and must meet or exceed T.V.A. specifications.
22. All common areas shall be maintained by the Hunter Point II Homeowners' Association, including but not limited to, the entrance way, entrance sign, landscaping, and lighting of the common areas.
23. All Hunter Point II lot owners shall be members of the Hunter Point II Homeowners' Association, a not-for-profit corporation to be formed, and shall be subject to all terms and provisions of the Articles of Incorporation and by-laws of the Homeowners' Association.

IN WITNESS WHEREOF, HARVEY F. ROBBINS, SR., S. BRENT & KAREN
D. FRITTS, RONNIE L. & ELISE B. GILCHRIST, and ROBERT F. & SALLY J.
DUNN, have caused this instrument to be executed, on this the 13th day of

December, 1996

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Harvey F. Robbins
Harvey F. Robbins, Sr.

S. Brent Fritts
S. Brent Fritts

Karen D. Fritts
Karen D. Fritts

Ronnie L. Gilchrist
Ronnie L. Gilchrist

Elise B. Gilchrist
Elise B. Gilchrist

Robert F. Dunn
Robert F. Dunn

Sally J. Dunn
Sally J. Dunn

I, SUSANT COTTRELL a Notary Public in and for said County of Colbert, in said
State, hereby certify that Harvey F. Robbins, Sr., S. Brent & Karen D. Fritts, Ronnie L. &
Elise B. Gilchrist, and Robert F. & Sally J. Dunn, whose names are signed to the
foregoing conveyance and who are known to me, acknowledged before me on this day
that, being informed of the contents of the conveyance, they executed the same
voluntarily on the day the same bears date.

Given under my hand this the 13th day of November, 1996.

Susant Cottrell

Notary Public

My Commission Expires February 28, 2000

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