

STATE OF ALABAMA

COLBERT COUNTY

3739

9203 518

PROTECTIVE COVENANTS  
FOR MILL STREAM COVE SUBDIVISION

3C 371

The undersigned, being all the owners of and all parties having any right, title or interest in that certain subdivision shown and designated on the map or plat known and designated as

MILL STREAM COVE

and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Fiche 9121 on Page 605, Cabinet C, Slide 25, hereby impose upon all of the lots of this subdivision, according to the plat thereof, the following covenants and restrictions:

These covenants will run with the land and shall be binding on all parties owning any land within the property herein described, unless by vote of a majority of the then owners of the lots, with each lot owner having one vote, 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 any other person or persons owning any real property situated in said development or subdivision 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 way affect any of the other provisions which shall remain in full force and effect.

I

All lots in said subdivision are for single-family residential use only, and not more than one residence shall be erected on any lot. No structures shall be erected,

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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.

## II

No noxious or offensive activity shall be engaged in or carried on upon any lot, or on said property, nor shall anything be done thereon which may be or may become any annoyance, danger or a nuisance to the neighborhood.

## III

No trailer, basement, tent, shack, garage, barn or other out-buildings erected on any lot in said subdivision shall at any time be used as a residence, temporary or permanent, nor shall any truck, trailer, bus body, mobile home, camper or like structure be parked upon any lot or in the street abutting, or erected upon said property, or used as a residence, temporary or permanent, nor shall any residence of a temporary character be permitted with regard to construction or structure involved. No sheds, storehouses or the like will be permitted on any lot except with the written approval of the Architectural Control Committee. All mail boxes shall be approved by said Committee.

## IV

All dwellings constructed upon said property shall be of a permanent residential type. Manufactured or prefabricated buildings may be constructed with the specific approval of the Architectural Control Committee. All dwellings must have a finished living area, exclusive of basements, out-buildings, carports, garages, terraces, porches and the like, of at least 1350 square feet if one story and at least 1000 square feet for the ground level if two story.

\* The use of asbestos, composition or asphalt exterior siding is expressly prohibited, provided however, that certain composition exterior siding may be used if approved by the Architectural Control Committee. Further, the use of "perma-stone" or similar material is expressly prohibited. Natural cut stone shall be permitted. No exposed concrete block shall be permitted.

#### V

No carports or garages facing the street shall be permitted unless they have at least a 16 foot floor surface width.

#### VI

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

#### VII

No building structure 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 shown on the said plat to be recorded. In any event, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 9 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 15 feet from the rear lot line. Garages may not be located at the rear of a lot nearer than 10 feet from the rear lot line. Before construction of any building upon any lot, the plans, specifications and a plot plan therefore shall be submitted for approval by the Architectural Control Committee, showing the location of the building on said lot. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Where the phrase "lot line" is used herein, the same shall be construed to mean the property ownership line if someone owns and builds upon 2 or more lots.

The Architectural Control Committee for such Subdivision shall consist of three people with the initial members of Temple A. Ennis, Edwin M. Sparkman and Nathan G. Watkins, Jr. A majority of the Committee may designate a representative to act for it or cast any vote. Any vote on any question presented to the Committee may be presented orally in any Committee meeting or in writing, whether or not such party may be present at such meeting. The members of such Committee shall serve until they shall resign or be removed by death, and the remaining members, or member, shall have full authority to designate a successor or successors, in any such case.

At any time the then record owners of two-thirds of the lots in said subdivision shall have the power, through a duly acknowledged instrument, to amend or abolish these covenants, or to change the membership of the Architectural Control Committee, or to withdraw from the Committee, or to restore to it any of its powers or duties.

IX

The Architectural Control Committee shall be vested with authority and power to pass upon, by approval or disapproval, any changes in these Protective Covenants. Any desired deviation or change shall be presented to the Architectural Control Committee in writing, and the approval or disapproval as required in these Covenants by such Committee shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted, to it, or, in any event, if no suit to enjoin the proposed construction has been commenced prior to the substantial completion of construction, approval will not be required, and the related Covenants shall be deemed to have been fully complied with. The term "record owner" shall not include mortgagees or lien holders.

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 finished grade elevation. Approval shall be as provided in Paragraph 9 above.

XI

No sign of any kind shall be displayed in public view on any lot except one professional sign of not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. The Subdivision developers may have one large sign 30 feet X 15 feet advertising the Subdivision.

XII

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, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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 any commercial purpose. No owner shall keep or maintain any pet or animal that has vicious propensities, or that becomes a nuisance to the neighborhood.

XIV

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.

XV

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 and only temporary parking of such shall be allowed.

XVI

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

XVII

The street frontage of all lots shall be maintained clean, neat and free of undergrowth at all times, and no noxious or offensive conditions shall be continued thereon. 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.

XVIII

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations shall apply

on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees 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.

#### XIX

When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within one year unless written approval for a longer time is obtained from the Architectural Control Committee.

#### XX

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 anywhere 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.

#### XXI

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

#### XXII

Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel of land in the subdivision, it shall have full authority, anything in these Protective Covenants to the contrary notwithstanding, to waive or allow any violation of Paragraphs 4 and 7 of these Protective Covenants, whether such violation be present or prospective. Such waiver, to be effective, must be reduced to writing over the signature of each member of the Committee, and acknowledged by each member of the Committee, before a Notary Public.

IN WITNESS WHEREOF, the undersigned has hereunto caused these presents to be executed on this the 2nd day of February, 1992.

Temple A. Ennis  
TEMPLE A. ENNIS

Nathan G. Watkins, Jr.  
NATHAN G. WATKINS, JR.

W. Garth Lovvorn  
W. GARTH LOVVORN

H. Newton Lovvorn, Jr.  
H. NEWTON LOVVORN, JR.

My Attorney, in fact  
301 E. Washington St.  
Arlington, AL 35611

STATE OF ALABAMA  
COUNTY OF Limestone

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that TEMPLE A. ENNIS, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of February, 1992.

Vickie Handy  
Notary Public  
My Commission Exp. 2-7-94

STATE OF ALABAMA  
COUNTY OF Sumter

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that NATHAN G. WATKINS, JR., 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of Feb., 1992.

E. L. ... H. Ziehl  
Notary Public  
My Commission Exp. 2/13/92

(SEAL)

STATE OF ALABAMA  
COUNTY OF Limestone

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. GARTH LOVVORN, 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 2nd day of February, 1992.

Vickie Handy  
Notary Public  
My Commission Exp. 2-7-94

(SEAL)



STATE OF ALABAMA  
COUNTY OF Limestone

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that H. NEWTON LOVVORN, JR., 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 the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 31<sup>st</sup> day of February, 1992.

Vickie Handy  
Notary Public  
My Commission Exp 2-7-94

PREPARED BY:

Joe H. Yates  
Colebeck, Yates, Mitchell & Bernauer  
P.O. Drawer 10  
Florence, Alabama 35630

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