

STATE OF ALABAMA
LAUDERDALE COUNTY

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Dewey D. Mitchell
Probate Judge
Lauderdale County, AL

PROTECTIVE COVENANTS
Re-Amended April 19, 2012
FOR
PLANTATION ESTATES
ADDITION 2

Recordings Fee 23.00
TOTAL 23.00

The undersigned, Reeder Donald Behel, Glenda F. Behel, Carleton Dale Ballard and Judy K. Ballard are the owners of the property embraced in the subdivision shown on the map and plat prepared by Cleghorn Land Surveying, LLC and known and designated as Plantation Estates Addition 2 (Part of the NW ¼ of SE ¼ of Section 35, Township 2 South, Range 9 West) Located in Lauderdale County, Alabama and shown on Plat Book 7 Page 144. If there is a conflict between these Protective Covenants and the subdivision plat, the plat will override these covenants. The undersigned owners hereby impose on all of the lots provided in said plat the following covenants and building restrictions:

I. APPROVAL OF ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee will be composed of two members, and the initial members are Reeder Donald Behel and Glenda F. Behel. No structure of any kind shall be built on said property until plans and plot plan for same have been approved in writing by the "Architectural Control Committee", which approval shall not be reasonably withheld. All questions presented to the Committee may be presented orally or in writing. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.

II. LAND USE AND BUILDING TYPE: No lot or part thereof shall be occupied, used, or maintained except as a one family residential dwelling house primarily devoted to and used as a residence. No lot may be subdivided without the written consent of the Architectural Committee. Commercial buildings, multi-family buildings, mobile homes, roofed over basements and prefabricated residences are expressly prohibited.

III. CONSTRUCTION, DWELLING QUALITY, AND SIZE: The living area of a one-story dwelling must have a minimum living area of 1,350 square feet. A 1-1/2 story dwelling must have a minimum living area of 1,550 square feet. A two-story dwelling must have a minimum living area of 1,850 square feet, with a minimum of 1,200 square feet on the ground floor.

Porches, attached garages, breezeways and basements shall not be included in computing the above minimum living area. Dwellings shall be completed within 12 months after construction begins. No unfinished dwelling may be occupied. The exterior of any structure must be at least 80% brick or stone. The surface of the foundation of any structure must be covered with brick or stone. All roofs must be architectural shingles (weathered wood color encouraged) and have a workmanship and materials. All homes must be built either by the property owner or by a licensed Contractor to ensure quality workmanship and protection for all residents. All homes must have a 2 or 3 car attached garage. An additional 1 or 2 car detached garage is permissible. All garages must be constructed from the same materials as the main structure and have garage doors. Recreational vehicle (RV) garages are not allowed. Any future home remodeling must also comply with said covenants.

IV. HOME ELEVATIONS: Finished floor elevations (F.F.E.) must be a minimum of 12" higher than the centerline of Cooper Road.

V. BUILDING LOCATION:

- (1) All dwellings shall be located a minimum of 40 feet away from Road right of ways.
- (2) No building or dwelling shall be located nearer than 10 feet to an interior side lot line and 50 feet inside back lot line

VI. 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 of right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings.

VII. NUISANCE: No noxious or offensive activity shall be allowed on any lot, nor shall anything be done thereon which may become an annoyance or nuisance. Firearms shall not be discharged on any lot. Commercial trucks over one ton in size, motor homes, campers, or commercial trailers are not to be parked on the street overnight. There shall be no construction or repair of motor vehicles, water craft, tractors or other mechanical devices except that which can be done and is done of a non-commercial nature. Parking and storage of non-operating automobiles, truck, boats or other vehicles is prohibited, except within a garage located upon the property. Vehicles without all tires in operating condition and not currently licensed will be considered non-operating vehicles. Travel trailers and other recreational vehicles may be parked behind the setback lines as shown on the plat, but shall not be used as a residence and shall not be permanently connected to any utilities.

VIII. TEMPORARY STRUCTURE: No structure of a temporary character, mobile home, house trailer, modular home, basement, shack, garage, barn or outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. No outbuilding shall be constructed prior to the commencement of the construction of the residence.

IX. ANIMAL CONTROL: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which may be kept provided that they are not kept, bred or maintained for any commercial purpose. Any outside dogs must be kept in a kennel or privacy, decorative, or wooden fenced backyard backyard to prevent roaming, car chasing and annoyance to residents. No vicious dogs will be allowed. The main purpose and intention of this restriction is to maintain the peace and quiet of Plantation Estates Addition 2 Subdivision and keep children and pets safe.

X. USES: Lots may also be used for gardening, hay, grain or sod production.

XI. FENCES: No fences may be erected closer to the street than the rear corners of the house. Privacy, decorative or well maintained wood fences with finished side out may be placed on property. All fences must be kept repaired to maintain an attractive appearance. No fence shall be over 7 feet in height.

XII. MAILBOXES: All mailboxes in Plantation Estates Addition 2 must conform to the design and color as specified by the Architectural Control Committee.

XIII. BUSINESS OR TRADE: No business or trade of any kind or other commercial enterprise or noxious or offensive activity shall be engaged in or carried out upon any of the lots with the exception of tutoring, babysitting, gardening, hay, grain or sod production.

XIV. UTILITIES: All electric power lines from transformer to home meter base shall be underground.

XV. MAINTENANCE OF LOTS, LAWN AND GARBAGE DISPOSAL:

- (a) The entire lot shall be maintained clean and neat 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 or garbage. Trash, garbage or other waste shall be kept in sanitary containers and equipment for the storage or disposal of such material and shall be kept in a clean, neat and sanitary condition. Burning garbage is prohibited except during construction of homes.
- (b) All lots and all improvements located therein or thereon, shall be kept and maintained by the Owners thereof in good order and repair. Including but not limited to, the sowing, sodding and mowing of all lawns, the pruning of trees and shrubbery from the date of purchase.
- (c) Each lawn must be landscaped within one year of completion of the residence. No wood or other such items shall be dumped in any yard, but must be stacked neatly out of site from the street, except during home construction.
- (d) All swimming pools must be "in-ground" and located at the rear of the residence surrounded by a privacy fence equipped with a (child proof) entrance safety latch.
- (e) In the event a dwelling is wholly or partially destroyed by any cause, the lot owner shall be responsible for clearing and maintaining said lot, or rebuilding said dwelling to like good order and condition as existed prior to such total or partial destruction, within six months of such destruction.
- (f) No oil drilling or mining.
- (g) Above ground propane tanks are not permitted

XVI. SIGNS: No sign of any kind shall be displayed in public view on any lot, except one sign of not more than five (5) square feet advertising the property for sale or rent. Subdivision's developers may have larger advertising signs for selling or identifying said subdivision.

XVII. DRIVEWAYS: Each residence must have a concrete or brick paver driveway which shall be a minimum of ten (10) feet in width. All driveways must be finished simultaneously with home completion. Driveway culvert sizes must comply with Lauderdale County Road Department requirements.

XVIII. ROADS: All roads shown on the Plat belong to Lauderdale County, Alabama, and are for existing and future public use.

XIX. POWERS OF THE ARCHITECTURAL CONTROL COMMITTEE:

(a) At any time, the then record owners of two-thirds of the lots in this subdivision shall have the power, through a duly acknowledged instrument recorded in the Judge of Probate of Lauderdale County, to amend or abolish these covenants and restrictions or 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.

(b) Any Architectural Control Committee member may resign by a duly acknowledged instrument stating same and recording it in the Judge of Probate of Lauderdale County, Alabama.

(c) Whenever, in the unanimous opinion of the members of the Architectural Control Committee, no substantial damage will be done to anyone owning any parcel or land in the subdivision, it shall have full authority, anything in these protective covenants and restrictions to the contrary notwithstanding, to waive or allow any violation of Paragraphs III and V of these protective covenants and restrictions, whether such violation be present or prospective. Such waiver, to be effective, must be reduced in writing over the signature of each member of the Committee and acknowledge by each member of the Committee before a Notary Public and recorded in the office of the Judge of Probate.

(d) In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after house plans and specifications have been submitted to it (see paragraph I.), 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 protective covenants and restrictions shall be deemed to have been fully complied with. The term "record owner" shall not include mortgages or lien holders.

XX. TERMS OF RESTRICTIONS: These protective covenants and restrictions are to run with the land and shall be binding on all persons claiming under them for a period of ten (10) years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said restrictions in whole or in part.

XXI. VIOLATIONS:

(a) If any person or entity shall violate any of the protective covenants or restrictions here-in, it shall be lawful for any person or persons owning property in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating any such protective covenants or restrictions to prevent any such violation or attempted violation or recover damages for same. 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.

(b) Invalidation of any one of these protective covenants or restrictions by judgment or Court shall in no way effect any of the other provisions that shall remain in full force and effect.

Executed this 23 day of April, 2012

Reeder Donald Behel
Reeder Donald Behel

Glenda F. Behel
Glenda F. Behel

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Reeder Donald Behel and Glenda F. Behel, whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 23 day of April, 2012

Regina Denise Patterson
Notary Public

MY COMMISSION EXPIRES OCT. 21, 2012

Executed this 24 day of April, 2012

Carleton Dale Ballard
Carleton Dale Ballard

Judy K. Ballard
Judy K. Ballard

STATE OF ALABAMA
LAUDERDALE COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Carleton Dale Ballard and Judy K. Ballard, whose names 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24 day of April, 2012

James L. Putnam
Notary Public