

PEYTONA POINTS

\* PROTECTIVE COVENANTS

1. The building restrictions and protective covenants herein set forth in their entirety shall apply to the entire subdivision known and designated as "PEYTONA POINTS", a subdivision in Colbert County, Alabama, and shall run with the land and be binding upon all parties and all persons claiming thereunder until January 1, 1992, at which time said restrictions and covenants shall be automatically extended for successive period of ten (10) years unless by vote of a majority of the then owners of the lots in said subdivision it is agreed to discontinue said covenants in whole or in part.
2. All lots in said subdivision shall be used solely for private residential purposes only, and no commerce of any nature whatever shall be carried on upon any lot. No apartments, duplexes, boarding houses, rooming houses, trailers or other movable living quarters shall be permitted on any lot and no temporary structure, tent, trailer or other movable living quarters, basement, shack or other temporary living quarters of any nature whatever shall be occupied and resided in on any lot. Not more than one single family dwelling house shall be constructed on any lot.
3. No dwelling house shall be constructed on any lot closer than 30 feet from the 505 foot contour line of Lake Wilson and closer than 10 feet to any side lot line, including open porches and stoops and other entrance ways. No dwelling house shall be constructed on off shore lots closer than 30 feet to the front lot line.
4. No dwelling house shall be constructed on any lot of less than 1400 sq. ft. of enclosed first floor living area, or less than 900 sq. ft. of enclosed living area at the first floor level for a dwelling of more than one-story, provided that in the case of a dwelling of more than one-story that the additional enclosed living area within the upper stories must be of such area as to provide a total of not less than 1400 sq. ft. of enclosed living area as to provide a total of not less than 1400 sq. ft. of enclosed living area within the entire dwelling house. Nothing herein shall be construed to prohibit the construction of a split-level house on any lot provided the enclosed living area at the first (base) two levels shall not be less than 900 sq. ft. and the total enclosed living area must be not less than 1400 sq. ft. except in the case of a split level dwelling house no grade level area (below first floor level) shall be considered as enclosed living area. No dwelling house or pertinent building shall be constructed of exposed concrete blocks, painted or unpainted, of corrugated tin, of stuccoed construction or asbestos siding of any nature whatever, providing that concrete block can be used for footings and foundations not higher than the first floor level if the same are covered or plastered.
5. No livestock, including horses, cows, pigs, goats, chickens, or other farm type animals, may be maintained upon any lot and no noxious or offensive trade or activity may be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No outside privies shall be permitted on any lot, or in any other building than main dwelling, all sewerage and waste liquids must be disposed of through lawful septic tanks underground.
7. Boat houses when built on the water edge shall be constructed no closer than 20 feet to any side lot line and must have at least one-third of its length built into the land from the 505 foot contour

line of Lake Wilson. No boathouse having metal roof or sides shall be attached to or built on the premises except metal panneling having baked-on enamel.

8. Perpetual easements are reserved for storm sewers and water drainage and perpetual easement is reserved across all property in said subdivision for the flow of water from storm sewers and water drainage.

9. Easements are reserved for utility installation and maintenance.

10. No sign shall be displayed to the public view on any lot except one sign of not more than five sq. ft. advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction and sales period.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All waste shall be kept in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

12. 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 or building site have been approved by a committee to be known as the Planning Committee as to the quality of workmanship and materials, harmony of exterior design with existing structures and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot or building site unless similarly approved. Approval shall be as hereinafter provided.

13. The Planning Committee will be composed of Edward S. Robbins, Jr., Harvey F. Robbins and John C. Robbins. A majority of said committee may designate a representative to act for and on its behalf. In the event of death or resignation of any member of the committee the remaining member or members shall have full authority to designate a successor or successors. Neither the members of the committee nor its designated representative shall be paid for services performed pursuant to this covenant. The powers, duties and membership of this committee may be changed or terminated at any time through a duly recorded written instrument signed and executed by the record owners of a majority of the lots in this subdivision.

14. No structure of a temporary character, tent, basement, garage, barn or other out building shall be used on any lot at any time as a resident, temporarily or permanently, except that servants may reside in garage or out building.

15. No construction of a dwelling house shall be commenced on said land which shall not be complete within twelve (12) months of the beginning of said construction.

16. The Planning 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 ten days after plans and specifications have been submitted to it, then approval will not be required. In the event plans and specifications are not submitted and no suit to enjoin the construction has been commenced prior to the completion thereof then approval will be deemed to have been waived.

17. Should any person or persons 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 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 restrain him or them from so doing to recover damages for such violation.

18. 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.

Compliments of Alabama Land Services, Inc.