

STATE OF ALABAMA)
COUNTY OF MADISON)


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Madison Cnty Judge of Probate, AL
07/19/2007 03:08:23PM FILED/CERT

RESTRICTIVE COVENANTS
FOR
Laurel Bend Subdivision, Phase Two

KNOW ALL MEN BY THESE PRESENTS: That the undersigned **RICKEY J. ISBELL** (HEREINAFTER "DEVELOPER") is the owner of certain lands located in Madison County, Alabama, known as:

Lots 57- 110 of Laurel Bend, Phase Two (2), a resubdivision of Tract B of Laurel Bend Subdivision (Document No. 2006 10 02 000 668480) as recorded in the Probate Records of Madison County, Alabama, as Document No. 2007 06 05 000 396590.

WHEREAS, it is desired by the Developer hereof, before any of the lots or parcels of real property in said subdivision shall be sold or conveyed to any other person, firm or corporation, to affix and establish certain restrictions as to the use and enjoyment of the above lots and thereby protect all persons, firms or corporations that may in the future become owners of said properties or lots or any part thereof.

NOW THEREFORE, the undersigned, **DEVELOPER**, in consideration of the premises and other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents establish and file protective covenants of restrictions as to the future use of the lots or property embraced in said subdivision, as **developed and divided by Developer**, follows:

The Developer reserve the right to: (1) amend these Restrictive Covenants; (2) to divide the real property into lots at its discretion; (3) to dedicate rights of ways, roads, utility and drainage easements to Madison County Commission; and (4) The Developer may do so without the consent of the real property owners or their mortgagees/lenders.

TRACT RESTRICTIONS

1. No tract shall be used except for residential purposes and all main dwelling and buildings erected thereon must be constructed of all new materials; the exterior of the main dwelling must be at least Eighty (80%) percent brick veneer approved by the Architectural Control Committee. No Masonite or similar siding shall be used. All exterior trim shall be in vinyl. House shall be maintenance free. All foundations must be faced with brick. All approved outbuildings must be on a foundation and underpinned with brick and a rowlock on top of at least 24 inches of brick on all four sides. All vinyl and brick on outbuildings shall match the colors of brick and vinyl trim on the house.

2. Roofing shall be asphalt shingles only. All shingle, brick and exterior color shall be approved by the Architectural Control Committee of **Laurel Bend Subdivision, Phase Two**.

3. No building shall be located on any lot nearer to the front line nor nearer to the side street line than the minimum building set back line of thirty-five (35') feet, or as shown on the recorded plat. In no event shall any building on any lot be located nearer than eight (8') feet to the side lot line, except that a minimum 3-foot side yard shall be required for a garage. No dwelling shall be located on any interior lot nearer than thirty (30') feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a 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.

4. All main dwellings and out building roofs shall be constructed with a minimum roof pitch of 7/12.

5. All dwellings, porches and out buildings shall be underpinned and approved by the Architectural Control Committee.

6. All utilities, including, but not limited to water, sewer, gas, telephone and cable television, if applicable, shall be installed underground from the main service pole in the public right of way to the main family dwelling or the outbuildings.

7. All buildings shall be built by, and permitted in the name of a builder licensed by the Alabama Home Builders, Licensure Board, who is approved by the Architectural Control Committee of **Laurel Bend Subdivision, Phase Two**.

8. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which will be, or may become, an annoyance or nuisance to the neighborhood. Property must be maintained in a neat and orderly way and in a manner that prohibits obnoxious odors, noise or other offensive activities.

9. No incomplete nor unfinished barn, trailer, mobile home, motor home, recreational vehicle, or similar vehicle, tent, shack, basement, outbuilding nor dwelling of any nature, shall be constructed, used, stored, parked or inhabited upon the premises as a dwelling either temporarily or permanently.

10. No dwelling shall be inhabited unless all construction is complete and yard is landscaped, or an escrow is established with the Architectural Control Committee, for completion of landscaping and a certificate of occupancy is issued by the Inspection Department of Madison County, Alabama.

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and same shall not be kept, except in sanitary containers. Scrap building materials or other material shall not be buried on any tract but shall be hauled away from the development, or the builders/contractors may burn the debris on site. Builders/contractors are responsible for obtaining burn permits. All builders and/or contractors shall keep scrap materials picked up often enough to keep debris from being scattered over the neighborhood and shall be responsible for cleaning up any debris that is scattered. Children's toys, yard and gardening equipment, garbage cans, and other items shall be kept inside and out of public view, when not in use. All building material of every description shall be removed from lot upon completion of house and before resident is moved in.

12. All lots shall be sodded with turf sod from the edge of paved street to the rear corner of the house. All ditches and swells around lots in front, sides and rear shall be sodded. Corner lots shall be sodded on both streets from the edge of pavement to the rear corners of the house. Water sprinklers shall be used on sod until sod takes root and starts growing on its own and is out of danger of drying out.

13. All children's toys such as plastic slides and play houses, basketball goals, volleyball nets, similar games, shall be kept in the back yard of the house only. No clothes lines shall be allowed. No basketball goals are allowed on street, or front or side yard.

14. Mobile homes, recreational vehicles, motor homes, both motorized or pull type, or similar type vehicles trucks larger than pick up trucks, service trucks, delivery trucks, vehicles with body damage, vehicles with unfinished paint jobs, vehicles showing rust, trailers of any description, and tree houses shall be prohibited from any lot at any time. No tree above four (4") inches in diameter shall be removed or cut on any lot without the approval of the Architectural Control Committee, except trees located in the path of the driveway, house footprint, sidewalks and patios. No tree on any lot shall be used for tree houses or be desecrated in any manner.

15. Each tract owner shall be responsible for keeping all weeds under control, grass mowed and other foliage trimmed. Any and all grass located on each lot must never reach a height higher than six (6") inches.

16. No lot shall be subdivided, nor more than one dwelling erected on any one lot, **except by the Developer**.

17. The ground floor living area of heated space of the single story main dwelling, exclusive of open or screen porches, carports and garages shall contain not less than **1,800 square feet**. No multi floor houses approved, with the exception of bonus rooms on the single story dwellings.

18. All house plans, out building plans and site plans must be approved in writing by the Architectural Control Committee. No building, including detached buildings, shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure and as to location, with respect to topography and finished elevation. **THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF ONE (1) OFFICER FROM EACH BARTON DARWIN BUILDERS, INC. AND WAL-BILT, INC. (HEREIN REFERRED TO AS "BUILDERS")**. The Committee may designate a representative to act for it. Neither the Committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. 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 thirty (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.

19. All exterior lighting, except for that originally installed, and excluding Christmas lighting, (which will be allowed from Thanksgiving through January 10 of the following year), must receive approval from the Architectural Control Committee. Exterior sculptures, fountains and artificial vegetation must be approved by Architectural Control Committee.

20. All swimming pools must be in ground pools and approved by the Architectural Control Committee, and include a fence surrounding the pool which is also approved by the Architectural Control Committee.

21. No ponds or water retention excavation shall be performed on any lot.

22. No building of any kind shall be built before the main dwelling is built.

23. No portable buildings, metal or detached building of any type will be permitted for storage or any other use or any otherwise. Only buildings that are approved by the Architectural Control Committee will be permitted.

24. No commercial vehicles affiliated with an occupied dwelling, including delivery trucks, tractor-trailer rigs, road tractors or trailers, shall be parked overnight on any lot or street, nor shall any repair or service of any motor vehicle be carried out on any lot. Only 3 (three) total automobiles or pickups shall be allowed per lot. No vehicles of any type shall be parked overnight on the street or Right of Way.

25. All garbage to be picked up by public garbage collectors. Garbage shall be placed in proper, closed containers and the containers must be removed as soon as practicable after the garbage has been picked up. Garbage Reciprocals are to be stored out of public view.

26. All propane gas tanks shall be enclosed by a fence to shield the view to the tank. The design, location and material of the fence must be approved by the Architectural Control Committee.

27. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structures designed for the use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot. No storage tanks for fertilizer or petroleum products shall be permitted.

28. Use of firecrackers, except within two (2) days of a federal holiday, BB guns, pellet guns, or firearms of all types is prohibited.

29. Subject to any additional restrictions set out as "NOTES" on recorded

plat, if applicable.

30. Subject to rights of way for public roads, easements and minimum setbacks on recorded plat, if applicable.

31. Even though there is no deadline on the commencement of construction, once construction on a dwelling or outbuilding begins, the construction of any dwelling or dwellings must be completed within six (6) months, and the construction of the outbuilding must be completed within three (3) months. The main dwelling must be completed before any outbuilding is constructed.

32. Inoperable or unlicensed automobiles, pickup trucks, trucks (other than pickups), motor homes, campers, travel homes, motorcycles, all terrain vehicles and all other motor vehicles, farm, garden and lawn machinery, tractors and boats, boat trailers and similar personal property, requiring a license or not requiring a license by any governmental agency, shall not be allowed to remain on any lot for a period exceeding fourteen (14) days. Lawn mowers, dogs, dog houses, general yard tools, basketball goals, tennis and badminton nets and all personal items shall be kept inside a solid, approved wood or vinyl fence in the backyard and out of sight of public view. No lumber, brick, blocks or any other excess building material can be stored on any lot and must be removed before owner occupies the house.

33. Garages must be of double size to accommodate at least two (2) automobiles parked side by side. All garage entries shall be approved by the Architectural Control Committee. If the lot is too narrow for a side entry garage, the garage shall be a courtyard or plaza entry garage, and approved by the Architectural Control Committee.

34. No animals, livestock, swine nor poultry of any kind shall be bred or kept on any tract except as follows:

- a. Dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes;
- b. Maintenance of household pets or other animals shall not create a health hazard, noise problem or nuisance to the neighborhood.
- c. Yard dogs, cats or other household pets, shall not be allowed to run loose in the yard or neighborhood and shall be contained in an enclosure that is approved by the Architectural Control Committee. Said enclosure is to be out of sight of public view.

35. No sign of any kind shall be displayed to the public view on any tract, except one professional sign of not more than four (4) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise property for sale. No sign of any kind shall be displayed to the public view on any tract advertising motor vehicles or any personal property for sale.

36. No fence shall be constructed on a lot except in the backyard. The fence shall be constructed no closer to the front of the house or street than the back corners of the house on either side. The fence shall not be constructed on the property line without the adjoining property owners' consent. All fences must be pre-approved by the Architectural Control Committee and built by a professional fence company, using materials approved by Architectural Control Committee. Panel Fencing and do it yourself jobs are prohibited. Only solid fences built of wood or vinyl permitted. No chain link fence permitted.

37. Only one (1) satellite telecommunication receiving dish shall be allowed on each tract. The satellite telecommunication receiving dish must be located on a tract used as a residence and shall be located in the rear yard no nearer to the street than the point of the residence most distance from the street. The size of the satellite telecommunication receiving dish and the location must be approved by the Architectural Control Committee. The Committee may require appropriate screening and will not approve any dish over 18' in diameter.

38. Each residential dwelling shall have a driveway that is constructed with concrete and the sides of the driveway shall be sloped to provide for drainage and to appear neat. The driveway shall be constructed with head walls at the entrance from the street, if appropriate, which shall be constructed of all new materials and approved by the Architectural Control Committee.


39. No signs will be allowed, of any description, in public view, other than

one real estate sign per lot, not larger than 3' x 4' and street signs authorized by the Madison County Commission.

40. 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 an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change in whole or in part.

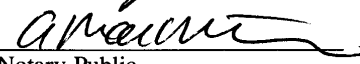
41. Enforcement shall be by legal proceedings against any person or persons violating or attempting to violate any covenant, either to restrain said violation or to recover damages. If any attorney is employed to notify a tract owner of actions which are in violation, the lot owner agrees to the responsibility for a reasonable attorney's fee and all other costs which are caused by such violation. If court cost are incurred in violation of restrictions, home owners agrees to pay all court costs and attorney fees incurred by such action.

42. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any other provisions, which will remain in full force and effect.

DATED this 19th day of July, 2007.

Rickey J. Isbell

STATE OF ALABAMA)
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for said State at Large, hereby certify that **Rickey Isbell**, 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 said instrument, he executed the same freely and voluntarily on the day the same bears date.

Given under my hand and official seal on the 19 day of July, 2007.

Notary Public
My Commission Expires: 8-10-2008

THIS INSTRUMENT PREPARED BY:
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