

34272

STATE OF ALABAMA  
MADISON COUNTY

RESTRICTIONS APPLYING TO INDIAN CREEK COVE SUBDIVISION, PHASE III, MADISON COUNTY, ALABAMA

KNOWN ALL MEN BY THESE PRESENTS, that whereas, the undersigned Pearson Development, INC., a corporation, is the owner of certain lands located in Madison County, Alabama, and has caused such lands to be surveyed, subdivided, platted and recorded in the Office of the Judge of Probate of Madison County, Alabama, in accordance with the laws of the State of Alabama for the subdivision of land into lots, the said land being specifically described as Indian Creek Cove Subdivision, Phase III, of record in Plat Book 42, Page 93 in the Office of the Judge of Probate of Madison County, Alabama; and

WHEREAS, it is desired by the said owner that before any of the lots or parcels of ground 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 said lots and properties embraced in said plat and to make such restrictions as a part of the dedication of streets, alleys, and public ways so dedicated to the public by the filing of such plat or map and thereby protect all persons, firms, or corporations that may in the future become owners of said properties or lots:

NOW THEREFORE, the undersigned Pearson Development, INC., in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, does by these presents establish and file protective covenants of restriction as to the future use of the lots or property embraced in said subdivision, and does grant to the public and to the future owners of any part of the lands embraced in said plat, as a part of the enjoyment of the properties that may be acquired in said plat, the right to enforce such restrictions and rights as follows:

1. No lot described in said plat shall be used except for residential purposes and no dwelling shall be erected, altered, placed, or permitted to remain on any one of the lots described in said plat other than a detached single-family dwelling.
2. (a) No building shall be erected, placed, or altered on any of the lots described in said plat until the construction plans, specifications, exterior materials and colors, a plat showing the location of the structure, and a landscape design and layout have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors with existing structures, adequacy and harmony of landscape design, and location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to the street than the minimum building setback line unless similarly approved.  
(b) The Architectural Control Committee is composed of C. Collins Pearson and his appointed advisors, if he sees fit to obtain any such advisors. A majority of the committee may designate a representative to act for it. In the event of the 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.  
(c) The committee's approval or disapproval as required in these covenants shall be in writing. In the event that the committee, or its designated representative, fails to approve or disapprove within thirty days after plans, specifications, landscape design, and location plat 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. Refusal of approval by such Architectural Control Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Architectural Control Committee shall seem sufficient.
3. (a) A dwelling constructed on any lot shall have at least 2,000 square feet of heated area in a one story house and 2,200 square feet of heated area in a two story house, exclusive of garages and porches, unless otherwise approved by the Architectural Review Committee.  
(b) The exterior of each building shall be constructed so the harmony of the external design of each building will be in keeping with the dwellings on each lot in this subdivision. All dwelling and permitted accessory buildings constructed on all lots shall have an exterior of at least 80% stone or masonry brick construction, including gable ends, if any. Visible, unpainted "sewer brick" will not be permitted. The use of aluminum windows will be not permitted in any construction.  
(c) All dwellings shall have two car minimum, side or rear entry garages. Front entry garages will be allowed only on an approved case by case basis.  
(d) Roofs of dwellings constructed on all lots shall be of architectural grade shingles and the roof pitch shall be a minimum of 7/12 pitch.  
(e) All exterior chimneys of dwellings constructed on all lots shall be of brick construction only. Interior chimneys shall be of dryvit, stucco, siding, insulated metal pipe or brick.  
(f) Custom crafted mailboxes by Mashburn or approved equal will be required.  
(g) Each owner must sod the front and side yard with Fescue, Bermuda or Zoysia sod within 30 days of completion of their residential dwelling except during winter months. Thereafter, each lot shall be maintained by the owner to a standard consistent with the community-wide standard which shall include mowing of lawns or grassed areas to a height of less than six (6) inches, and shall be maintained above the finished outside grade.  
(h) The foundation of each dwelling shall have a minimum average finished floor of twelve (12) inches above the finished outside grade.
4. No building shall be located on any lot nearer to the front lot line than 35 feet, as shown for the particular lot or lots on the recorded plat, except for corner lots, nor nearer than 10 feet for one-story houses and 12 feet for two-story houses to the side lot line, nor nearer to the rear lot line than 40 feet. On corner lots, one side may be treated as the front lot line with a minimum building setback of 35 feet and a minimum setback of 25 feet may be established for the other side. Deviations from this will be considered on a case by case basis.
5. No sign of any kind shall be erected by an owner or occupant within the community without the prior written consent of the Architectural Control Committee. Notwithstanding the foregoing, the owner shall have the right to erect reasonable and appropriate signs, and "For Sale" and "For Rent" signs consistent with the Community-Wide Standard.
6. No detached building may be erected on any lot unless approved otherwise by the Architectural Review Committee.
7. The term "vehicles", as used herein, shall include, without limitation, motor homes, boats, trailers, motorcycles, minibikes, scooters, go-carts, trucks, campers, buses, vans and automobiles. Unless and except to the extent that the occupants of a residence shall have more vehicles than the number of parking areas serving their residence, all vehicles shall be parked within such parking areas. Where the residence contains a garage, "parking areas" shall refer to the number of garage parking spaces.

STATE OF ALABAMA  
MADISON COUNTY  
RECORDED  
& RETURNED TO  
REMITTENT  
JUN 11 2002  
MIDNIGHT  
MAY 31 2002  
MAY 31 2002  
MAY 31 2002

4.00  
5.00  
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22.00

No vehicle may be left upon any portion of the community, except in a garage or other enclosed period longer than five (5) days if it is unlicensed or if it is in a condition such that it is incapable of being operated upon the public highways. Parking in the street for a period in excess of 24 hours or repeatedly by any vehicle is not permitted.

8. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any residence, with exception of dogs, cats, or other usual and common household pets in reasonable number.

9. It shall be the responsibility of each owner and occupant to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her property. No property within the community shall be used, in whole or in part, for the storage of any property or thing that will cause such residence to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the surrounding property.

10. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken in any part of the community.

11. No trees shall be removed without the express consent of the Architectural Review Committee or its designee, except for (a) diseased or dead trees; (b) trees needing to be removed to promote the growth of other trees; (c) trees needing to be removed for safety reasons; or (d) trees in the immediate location of building approved by the Architectural Review Committee.

12. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains except with the permission of the Architectural Review Committee. Stone Valley, Inc. hereby reserves a perpetual easement across all community property for the purpose of altering drainage and water flow. Rights exercised pursuant to such reserved easement shall be exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

13. All clotheslines, garbage cans, wood piles, swimming pool pumps, filters and related equipment, air conditioning compressors and other similar items shall be located or screened so as to be concealed from view of neighboring streets and property. All rubbish, trash, and garbage shall be regularly removed and shall not be allowed to accumulate. Trash, garbage, debris, or other waste matter of any kind may not be burned within the community, except when done during the normal construction of a residence.

14. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the community, including any Residence, without the prior written consent of the Architectural Review Committee or its designee. The Architectural Review Committee or its designee may issue guidelines detailing acceptable fence styles or specifications, and in general there will be no chain link fences allowed, nor will fences be allowed in the front or side yards and in no event may a hog wire or barbed wire fence be approved.

15. No overhead utility lines, including lines for cable television shall be permitted within the community, except for temporary lines as required during construction and lines installed by or at the request of Pearson Development, Inc.

16. Except as may be permitted by the Architectural Review Committee, no window air-conditioning units may be installed

17. Except for approved lighting as originally installed on a residence, exterior lighting visible from the street shall not be permitted, except for (a) two (2) decorative post lights; (b) a street light in conformity with an established street lighting program; (c) seasonal decorative lights at Christmas; or (d) front house illumination of model homes.

18. No artificial vegetation shall be permitted on the exterior of any property. Exterior sculptures, fountains, flags, and similar items must be approved by the Architectural Review Committee or its designee. No crushed brick or lava stone will be allowed

19. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless they are an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Architectural Review Committee or its designee.

20. Except as may be permitted by the Architectural Review Committee or its designee, above ground swimming pools shall not be erected.

21. Except as may be permitted by the Architectural Review Committee or its designee, driveways shall be constructed with broom finished concrete. No stained concrete shall be used unless it is an integral and harmonious part of the landscape, as determined in the sole discretion of the Architectural Review Committee or its designee.

22. The portion of all window coverings visible from the exterior of any residence shall be white or off-white or neutral unless otherwise prior approved by the Architectural Review Committee or its designee. Aluminum foil on window panes, mirrored or reflective glass is not allowed.

23. Sidewalks must be installed by each individual lot owner at their sole expense within nine (9) months of closing the purchase of the lot.

24. 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 years from the date these covenants are recorded, after which time said covenants shall be signed by a majority of the owners of the lots has been recorded, agreeing to change such covenants in whole or in part.

25. The undersigned reserves unto itself the right to install improvements in the streets and easements abutting said property and to change said streets or any grades, if necessary, without liability to the undersigned, or its successors or assigns, for any claims or damages, provided such improvements or changes are done before the erection of a dwelling upon the lot.

26. Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or to strain violation or to recover damages or both. 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.

IN WITNESS WHEREOF, Pearson Development, Inc., a corporation, has caused these presents to be executed by C. Collins Pearson, its President, who is duly authorized thereto as Sole Signatory, on this 18 day of December, 2001.

Pearson Development, INC.  
a corporation

By: *[Signature]*  
C. Collins Pearson, Its President

THIS INSTRUMENT PREPARED BY

*[Signature]*  
Daniel C. Boswell  
HUNTSVILLE, ALABAMA

STATE OF ALABAMA  
COUNTY OF HUNTSVILLE  
RECORDED  
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