

2002 VERSION
"OFFICIAL" SET PER JUDGE'S ORDER

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SOUTH POINTE SUBDIVISION - PHASE ONE AND PHASE TWO
WINSTON COUNTY, ALABAMA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS made this 16th day of September, 2002 by South Pointe Development, Inc. for itself and as agent for others, hereinafter called the "owner".

WHEREAS, the undersigned is the owner of and/or agent for all the lots in the following described block of real estate located in Winston County, Alabama, to wit:

All lots depicted on the plat of South Pointe Subdivision - Phase One, as recorded in Map Book 3, Page 68-74 in the Probate Office of Winston County, Alabama and all lots depicted on the plat of South Pointe Subdivision - Phase Two, to be recorded in the Probate Office of Winston County, Alabama.

WHEREAS, the owners intend to sell the above-described property in lots designated on a subdivision plat to be known as South Pointe Subdivision, and to be recorded in the plat map records in the Probate Office of Winston County, Alabama; any subsequent phase added at a later date shall merge with the then existing phases in order to comprise South Pointe Subdivision, with restrictions being specifically applicable by particular phase number and modifications or changes being filed accordingly pursuant to the written mutual consent of South Pointe Development, Inc., Judie Estes and Harvard Pointe Corporation, or their respective successors, assigns and/or agents.

NOW, THEREFORE, the owner declares that all of the lots in the property hereinabove described, shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied, subject to the covenants, restrictions and limitations hereinafter set forth expressly and exclusively for the use and benefit of the property, and of each and every person or entity who now, or in the future, owns any portion or portions of said real estate.

1. No part of said property shall be used except for residential purposes. No dwelling shall be placed, erected, altered or permitted to remain on any part of said real property other than one detached single-family dwelling per lot and one other detached storage structure that is in conformity with the architectural design and quality of the main dwelling. The heated floor area of the dwelling must consist of 1500 square feet or more. When house construction commences, the structure and all related construction and landscaping must be pursued to completion with due diligence and not to exceed 18 months. No lot shall be further subdivided with the exception of Lots 68, 72, 75, 76 and 78, each of which may be subdivided one time only.

31.00 rec fee

Recorded In DEED BK 245 PG 898, 10/03/2002 01:56:54 PM Recording Fee 31.00, TOTAL 31.00
Cassandra Horsley, Probate Judge, Winston County, AL

St. Additions

Dump

2. No dwelling shall be located nearer than thirty (30) feet to a county road right-of-way, South Pointe Drive, West Pointe Drive or Estes Pointe Drive, nor nearer than five (5) feet to an interior lot line, including an attached carport, garage or other permitted accessory building. No smooth or flat metal shall be used as a roofing material; however, metal roof materials with standing groove or crimped seams of one-half inch or greater shall be permitted to be used as a roofing material. The main house building shall be maintained in a neat, orderly and clean condition and shall consist of architecturally pleasing exterior surfaces and materials. No manufactured homes of single or double width fully assembled on an attached fixed rubber tire chassis, trailers, tents, shacks, relocated structures, or other out buildings shall be used on any part of said real property at any time as a residence either temporarily or permanently. Manufactured components are permitted to be used to construct a permanent structure on a permanent foundation. A single recreational vehicle per lot with rubber tires either motorized or not, may be used as a residence by the lot owner on a temporary basis only. The exterior appearance of the recreational vehicle must be neat, clean, and orderly. Said recreational vehicle must not be positioned any closer than 20 feet from any interior lot line and not closer than 30 feet from any road right of way. Said recreational vehicle shall not be located on any lot for more than 90 consecutive days and not more than 360 days in any calendar year. Any and all restrictions and covenants mentioned hereinafter shall apply equally to the temporary parking and use of a recreational vehicle.

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3. Building plans, position of structure and all site improvements must be submitted in writing to South Pointe Development, Inc., its agents, successors and/or assigns for approval prior to any construction, including changes to previously approved plans. Approval of plans/improvements/site positions shall not be unreasonably withheld by South Pointe Development, Inc., its agents, successors and/or assigns, and in the event the Owner fails to respond to requests for approval within ten (10) days of the submission of the required documentation of the plans, said plans shall be deemed approved by Owner.

4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any part of said real property, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Household pets must be controlled and prevented from being an annoyance to other property owners.

5. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste.

Dump

6. No commercial repair of vehicles or boats is allowed. Cars, boats, and other machinery shall not be abandoned or remain disassembled for more than seven (7) days on subject property.

7. Sewage disposal shall be by a Winston County Health Department approved individual sewage system. The purchaser of the lot is responsible for obtaining the

approval of the Winston County Health Department for said sewage disposal system permit.

8. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on the lot that may become an annoyance or nuisance to the subdivision. Discharge of firearms is strictly prohibited within the boundaries of the subdivision.

9. Except for the subdivision entrance sign, no sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than 2 feet by 3 feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

10. Plants, fences or walls may be used as protective screening on appropriate lot lines as shown on the plat of the subdivision. No other type of protective screening except for utilities or drainage facilities shall be placed or permitted to remain on any lot. Any such protective screening shall be maintained by the owners of the lots at their expense.

11. No oil drilling, oil well operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon, in, or on any lot. No derrick, or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. No lot shall be clear cut of trees and as many trees as is practical shall be left standing on the lot, particularly within the five (5) feet interior lot line setback area.

13. Any mailbox located on any lot must be architecturally pleasing, professionally constructed and well maintained at all times.

14. All piers, docks, boathouses or other floating structures must be of sound design and of professional commercial quality construction, architecturally pleasing, and shall be well maintained and kept neat and orderly at all times.

15. Any culvert pipes or driveway culverts installed by lot owners shall meet Winston County Road Department specifications and be not less than twelve (12) inches in diameter.

16. Any lot owner (and/or its agents or sub-contractors) that causes any damage to road surfaces, road shoulders or road ditches shall be responsible for returning them to the condition prior to the damage within ten (10) days, or South Pointe Development, Inc., its successors and/or assigns shall make the necessary repairs and shall charge the responsible lot owner for the cost of said repairs. The amount of any unpaid repair charges shall become a lien against the lot in question.

17. There shall be designated common areas reserved by the owner and its agents for the non-exclusive use of lot owners in all phases of South Pointe Subdivision to launch boats, park vehicles and for other purposes as determined by Owner and its agents. Usage of the common areas shall be controlled and governed by South Pointe Development, Inc. (the owner), Judie Estes and Harvard Pointe Corporation or its agents by written mutual agreement, in its sole discretion, until such time as 90% of all lots in all phases of the subdivision have been sold to third parties, at which time a non-profit owners' association shall be created upon such terms and conditions as a majority of the lot owners shall then determine. Each lot shall have one vote in the non-profit association. After the creation of the owners' association, said association shall then control and govern the non-commercial usage of the common areas; provided, however, that (a) South Pointe Development, Inc., the owner, Judie Estes and Harvard Pointe Corporation (or its successors, assigns, or agents) shall have the permanent right to use the common areas and (b) the association may not prohibit the permanent right to use the common areas by non-lot owners to the same extent as any lot owner who already may have such right. The owner, Judie Estes and Harvard Pointe Corporation, its successors and assigns or agents each individually reserve a private non-exclusive easement on all property described on Exhibit "A" with the right to free and unrestricted use at all times including the right to assign to others the same right to use the property. The common area is described on Exhibit "A". Owner reserves the right at its discretion to add additional areas to be dedicated as common areas for subdivision residents.

18. Easements for installation and maintenance of utilities and/or drainage facilities are reserved as shown on the plat to be recorded for the subdivision, and as described in this paragraph. No structures, plants, or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of drainage canals in the easements shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Cullman Electric Cooperative, Arley Water Authority, South Pointe Development, Inc., and Bell South Telephone Company, their successors and assigns, shall have the right to construct, operate and maintain lines of poles and towers and appliances and water lines necessary in connection with the subdivision, for the transmission of electric power, water, and communication services, with the right to string thereon from time to time electric power and communication wires and cables, together with the right to install, maintain and operate underground conduits, cables, or other facilities for the transmission of electric power and for the purpose of constructing communications wire underneath the surface of the ground and the right to permit other corporations and persons to attach wires and cables to said poles and towers and to install wires or cables within conduits upon, over, under and across all street, avenues, alleys, public ways, public utility easements and/or said additional easements as shown on the subdivision plat. Together with all the rights and privileges necessary or convenient for full enjoyment or use thereof, including the right of ingress and egress to and from said lines across lands adjacent to said street, avenues, alleys, public ways, public utility easements and/or additional easements shown on the subdivision plat and including the right to install guys and anchors within twenty (20) feet of aforesaid poles

Is the Roads then
governed by someone
else? City?

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on property immediately adjacent to said streets, avenues, alleys, public ways, public utility easements and/or additional easements; and to overhang with wires and cross arms, for a distance not to exceed fifteen (15) feet, the property immediately adjacent to said streets, avenues, alleys, public ways, public utility easements and/or additional easements; and the right to cut, trim and keep clear, both on the areas described above and lots adjacent thereto, all trees and undergrowth within fifteen (15) feet of the above described lines and electric facilities, as well as the right to cut danger timber within falling distance of said lines and facilities; and also the right to string wires or lay pipe across properties adjacent to said streets, avenues, alleys, public ways, and easements. In the event it becomes necessary, in the opinion of the utility company in question, to install service poles on the property lines between adjacent lots within the subdivision for the purpose of providing electric and telephone and water service to such lots, the right to install such poles and appliances is also granted. Also included in the rights granted to the utilities herein is the right to install underground service laterals and/or service poles and lines necessary to serve the dwellings and outbuildings constructed on each lot. In addition to the foregoing, Cullman Electric Cooperative is hereby granted a fifteen foot wide utility easement along the inside perimeter of each lot line of South Pointe Subdivision - Phase I and Phase II with permission to place anchors and Guy wires outside this easement when necessary. Cullman Electric Cooperative may sub-lease this easement for the installation of other utilities or services which serve the public.

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19. All owners shall have a permanent right of ingress and egress over South Pointe Drive, Estes Pointe Drive and West Pointe Drive as shown on the plat of South Pointe Subdivision to be recorded in the Probate Office of Winston County, Alabama. All lot owners shall have a non-exclusive right of ingress and egress over South Pointe Park Drive as described on Parcel 4 of Exhibit "A".

Roads

20. These covenants shall run with the land. They shall be binding on all the parties and persons claiming under them for a period of 25 years from the date these covenants are recorded. After 25 years these covenants shall be automatically extended for successive 25-year periods unless the majority of the then current owners of the lots sign and record an instrument revoking or altering these covenants in whole or in part.

21. Enforcement shall be by proceedings at law or in equity, either to restrain violation or to recover damages, against any person or persons violating or attempting to violate any covenant. The definition and interpretation of the term "architecturally pleasing" shall be determined by South Pointe Development, Inc. (the owner) or its agents, in their sole discretion.

Covenant violation

22. Invalidation of any one of these covenants by judgment or court order shall in no way affect the validity of any other provision herein, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owner has executed this Declaration on the day and the year first above written.

SOUTH POINTE DEVELOPMENT, INC.

By: Judie Estes
Judie Estes
Title: President

DEED 245 903

This instrument prepared by
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