

STATE OF ALABAMA     )

COUNTY OF MORGAN     )

PROTECTIVE COVENANTS FOR MOUNTAIN COVE, TRINITY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS. THAT:

Mountain Cove Development, LLC, being the Owner of the hereinafter described real estate, desiring to place certain protective covenants on such property as hereinafter set out, does hereby place upon the hereinafter described property the protective covenants hereinafter set out, and to the extent hereinafter set out, does hereby restrict the use of the following described property situated in Trinity, Morgan County, Alabama, to-wit:

Lots 1-44 of Mountain Cove, Trinity, Alabama, as shown by map or plat on file and of record in Map Book \_\_\_\_\_ Page \_\_\_\_\_ in the Office of the Judge of Probate of Morgan County, Alabama.

1. Residential Use. All lots in said subdivision shall be known and described as residential lots and shall be used solely for single-family, residential purposes, and not otherwise. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, and a private garage for not less than two cars, nor for more than three cars, however, that model homes may be used by Mountain Cove Development, LLC or other builders during the initial construction and sales period. No commercial activity of any kind shall be conducted on any lot or in any living unit contained on any lot.
2. Approval by Architectural Control Committee. No building, fence, wall or other structure including storage buildings shall be placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the architectural control committee, as hereinafter provided for, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. All buildings, structures and other improvements to any lot shall be constructed in full compliance with all applicable ordinances, rules and regulations of the Town of Trinity, Alabama.
3. Architectural Control Committee. (a) The architectural control committee hereinabove referred to is composed of Kent Hollingsworth, Sena Hollingsworth and \_\_\_\_\_ . A majority of the committee may designate a representative to act for it. In the event of 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.  
(b) The architectural control 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 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 hereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
4. Dwelling Quality and Size, Lots 1 – 44 Phase I. No dwelling shall be permitted on any lot with a ground floor area of the main structure, exclusive of open porches, carports and garages, and unheated storage areas, of less than 1,700 square feet for a one-story dwelling, nor less than 900 square feet for a dwelling of more than one story, provided, however, that in no case shall the total floor area, exclusive of open porches, carports and garages, and unheated storage areas, be less than 1,700 square feet for any dwelling of more than one story.

5. Building Exterior Elevation. The exterior of buildings shall be restricted to 75% brick. Other materials may be used for architectural accents as approved by the Architectural Control Committee. All windows are to be vinyl or clad.
6. Building Location. No building or structure shall be placed or located on any lot nearer to the side street line than is permissible under the applicable provisions of the zoning ordinances of the Town of Trinity, Alabama, in effect at the time that the building or structure is erected.
7. Nuisance. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.
8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be constructed or used on any lot at any time as a residence, either temporarily or permanently; provided however, nothing herein contained shall restrict or prohibit Mountain Cove Development, LLC or its agents or other builders from locating, constructing, or moving a temporary sales office on any of said lots to be used during the period of construction and sale of property or from erecting, maintaining, and operating model homes for sales purposes.
9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise property during the construction and sales period. The developer herein, Mountain Cove Development, LLC., during the construction and sales period of the lots hereinabove described, expressly reserves the right to place, erect and maintain signs, billboards and other structures for information, advertising, and sales purposes throughout the subdivision until such time as the last lot in the subdivision is sold by the developer.
10. Drilling and Quarrying. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, 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.
11. Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, may be kept, provided they are not bred or maintained for commercial purposes.
12. Dumping of Rubbish. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. Such containers or other equipment for the storage and disposal of such material shall be kept in a clean and sanitary condition and shall be placed on the curb or other designated area for collection only on the days designated for pickup of such material.
13. Sewage Disposal. No individual sewage treatment or disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authorities.
14. Water Supply System. No individual water supply system shall be permitted on any lot unless such system designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authorities.

15. Subdividing of Lots. No lot shown on the subdivision plat shall be further subdivided except that any lot or portion thereof may be combined or consolidated with any adjoining lot(s) for the purpose of enlarging or improving the adjacent lot(s). The said lot(s) resulting from such consolidation or combination shall be subject to all the restrictions herein set forth.
16. Easement. Easements for installation and maintenance of utilities and drainage facilities are dedicated to the public utilities and public authorities on the recorded plat of the subdivision. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage any facility installed in accordance with the purposes of said easement, or interfere with the installation and maintenance of utilities, or which may damage the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in them shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
17. Fences. Walls and Hedges. No fence, wall or hedge or mass planting shall be permitted to extend nearer to any street than the minimum building set-back line, except nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than twelve (12) inches above the finished grade at the back of said retaining wall. No barbed wire or hog wire type fences shall be allowed or permitted on any lot. No chain link fence will be permitted on any lot. Any wooden fence constructed shall be six (6) feet high. (See Attachment "A")
18. Garages and Carports. No carports are allowed. All garages must be equipped with doors which shall be kept closed as much as practical to preserve the appearance of the subdivision. Any garage which is detached from the main dwelling unit located on the lot shall be constructed out of the same exterior materials as that of the main dwelling unit and the design and style of any such detached garage shall be in harmony with the design, height and style of the main dwelling unit located on the lot.
19. Lot leasing. No lot shall be leased or used as rental property within three (3) years of the issuance of a Certificate of Occupancy for said lot.
20. Miscellaneous.
  - (a) The structures on each lot and the grounds of each lot shall be maintained in a neat and attractive manner.
  - (b) No individual satellite television signal receiving dish or system larger than 18 inches in diameter shall be allowed, maintained or permitted on any lot and shall not be visible from the front street. No outside television, radio or other antennas shall be allowed on any lot without approval of the architectural control committee.
  - (c) No portable storage or utility building of any kind shall be allowed on any lot.
  - (d) All mailboxes are to be black wrought iron. (see Attachment "B")
  - (e) Automatic underground sprinkler systems shall be required on front and side yards of all dwellings.
  - (f) No permanent poles, for attaching wires or lines for the purposes of hanging laundry thereupon shall be erected, installed or constructed on any lot unless completely concealed from view from beyond the boundaries of the lot upon which such poles are erected.
  - (g) No fuel tank or container of any nature shall be placed, erected, installed or allowed to remain on any lot.
  - (h) No eighteen-wheel tractor trailer type vehicles, heavy equipment or other similar type commercial machinery shall be located or parked on or in front or the side of any lot except where as necessary for construction purposes on said lot.

- (i) No junk or disabled vehicles shall be permitted to be parked, stored or repaired on any lot unless completely concealed from view from beyond the boundaries of the lot.
  - (j) There shall be no storing or keeping of firewood, lawn care equipment, bicycles, off-road motorcycles, trash containers or any similar equipment or substances in the front or on the side of any unit or lot.
  - (k) No automobile or truck owned or operated by the owner or occupant of any lot shall be located or parked in front of or the side of any lot.
  - (l) Air conditioning and heating units, whether located on building sides and roofs or on the ground, shall be screened so as not to be visible from any street.
  - (m) Any boat, jet ski or other watercraft shall be parked inside the garage or in a location so as not to be visible from any street.
  - (n) During the process of construction a garbage dumpster is required on job site.
  - (o) Individual lot owners must maintain grass and appearance of lot on a monthly basis.
21. Amendment. These protective covenants may be amended, altered, modified or revised, in whole or in part, by an instrument in writing duly acknowledged as required by law for conveyances in the State of Alabama, signed by all of the members of the Architectural Control Committee until the last lot in the subdivision is sold, and thereafter by owners of the majority of the lots in the subdivision, and filed for record in the Office of the Judge of Probate of Morgan County, Alabama.
22. Terms of Covenants. These covenants shall 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 automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots, exclusive of any mortgagees, is recorded in the Office of the Judge of Probate of Morgan County, Alabama, agreeing to change or to extinguish said covenants in whole or in part.
23. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, or both, and the failure of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
24. Severability. Invalidation of any one or more of these covenants, or any portion of any covenants, by judgment or court order shall nowise affect any other provision contained herein which shall remain in full force and effect.

IN WITNESS WHEREOF, Kent Hollingsworth as Manager of Mountain Cove Development LLC have hereunto set his hand and affixed his seal on this the \_\_\_\_ day of \_\_\_\_\_, 2007.

Mountain Cove Development LLC

BY: \_\_\_\_\_  
Kent Hollingsworth, Manager

STATE OF ALABAMA     )  
  )  
COUNTY OF MORGAN    )

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kent Hollingsworth, whose name as Manager of Mountain Cove LLC, a limited liability company, 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 the instrument, he, as such manager, and with full authority, executed the same voluntarily for and as act of said limited liability company.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Prepared by:  
Douglas R. Bachuss, Jr.  
Nowlin & Associates, LLC  
118 Moulton Street East, First Floor  
Decatur, Alabama 35601  
(256) 353-8601

File No: 06-1001