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STATE OF ALABAMA )  
COUNTY OF MADISON )

RESTRICTIVE COVENANTS  
FOR JACOB'S LANDING

KNOW ALL MEN BY THESE PRESENTS that, whereas, COLBY DEVELOPMENT, INC., an Alabama Corporation, hereinafter called "DECLARANT", is the owner of all the lots and property known as JACOB'S LANDING, Madison County, Alabama, and hereinafter known as the "SUBDIVISION";

AND, WHEREAS, Declarant desires before any of the lots in said subdivision are sold or conveyed to other persons, to fix and establish additional restrictions, covenants, conditions, stipulations and reservations as to the use and enjoyment of all the lots or parcels of land located in said subdivision, in order to establish a uniform plan of development, improvement and orderly sale of the subdivision;

NOW THEREFORE, the Declarant does by these presents file the following protective covenants, restrictions, reservations and conditions which shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the Declarant and all parties and persons owning lots in said subdivision. Said covenants and restrictions shall apply to the following described property:

SEE ATTACHED EXHIBIT "A"

Any lot may be used for commercial purposes exclusively.

(A) No building shall be erected, placed or altered on any lot until the construction plans, construction specifications, a plat showing the location of the structure on the lot and a landscape plan, showing the type, size and location of plants and trees, and a parking layout, have been approved by the Architectural Control Committee. Approval will be to (1) insure the harmony of the external design with existing or planned structures and (2) to identify location with respect to topography and finish grade elevation. Approval shall be as hereinafter provided.

(B) The Architectural Control Committee (the "Committee") is composed of Timothy D. Clark, Donald B. Weir, Jr., and R. Carlton O'Neal or their designated agents or successors. Neither the members of the Committee, nor their designated representatives, shall be entitled to any compensation for services performed pursuant to this Covenant.

(C) Architectural Standards: No exterior construction, alteration, addition, or erection of any nature whatsoever shall be commenced or placed upon any part of the subdivision, except such as is installed by the Declarant, or as is approved in accordance with this Section, or as is otherwise expressly permitted herein. No exterior construction, addition, erection, or alteration shall be made unless and until plans and specifications showing at least the nature, kind, shape, height, materials, and location shall have been submitted in writing to and approved by the Architectural Control Committee.

In the event that the Architectural Control Committee fails to approve or to disapprove submitted plans and specifications within thirty (30) days after the plans and

MADISON CO  
COUNTY OF MADISON  
OFFICE OF THE CLERK  
MAY 20 11 01 AM '01  
REG. TAX  
RECORDED IN INSTRUMENT  
BOOK 20880 PAGE 15

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THIS INSTRUMENT  
WAS PREPARED BY:  
DONALD B. WEIR, JR.  
ATTORNEY AT  
LAW  
208 EUSTIS AVE. S.E.  
MONTGOMERY, AL  
36101  
TEL: 205/333-7111  
FAX: 205/333-7113

specifications have been submitted to it, approval will not be required, and this Section will be deemed to have been fully complied with. As a condition of approval under this Section, an owner, on behalf of himself and his successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement, and insurance to and on any change, modification, addition or alteration. In the discretion of the Architectural Control Committee, an owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such owner on behalf of himself and his successors-in-interest. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Architectural Control Committee or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not these restrictive covenants have been or are being complied with. Such person or persons shall not be deemed guilty of trespass by reason of such entry. In addition to any other remedies available, the Architectural Control Committee may record in the appropriate land records office a notice of violation naming the violating owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the Architectural Control Committee or the members thereof assumes liability or responsibility therefore, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Architectural Control Committee, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every owner agrees that he/she will not bring any action or suit against Declarant, the Architectural Control Committee, employees and agents of any of them to recover any such damages and hereby releases, remise, quitclaims and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

3. (A) Any metal exterior on the front or sides of any building without brick, stucco, or synthetic stucco or decorative block or painted wood or acceptable siding shall not be permitted. Metal exterior on the rear of any building shall be submitted and approved by the Architectural Control Committee per Paragraph 2 above. No mobile homes shall be permitted.
- (B) All parking lots or facilities shall be paved, landscaped, well lighted and kept clean.

4. No building shall be located on any lot nearer the front lot line than 45' from the State Right-of-Way or nearer to the side than 5' and nearer to the rear lot lines than 20'. For the purpose of this Covenant, eaves, steps and overhang stoops shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a

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DONALD B. WEIR, JR.  
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LAW  
208 EUSTIS AVE. S.E.  
HUNTSVILLE, AL  
35801  
TEL: 205/533-7111  
FAX: 205/533-7113

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building on a lot to encroach upon another lot. In the event Declarant shall decide, in its sole discretion, that strict enforcement of the setback lines and distances contained herein, would work unnecessary hardship in any specific case, then Declarant shall have the right to waive the setback requirements contained herein by filing notice in writing of such waiver in the Office of the Judge of Probate of Madison County, Alabama. In any event, any building constructed shall be at least forty-five (45) feet from any state right-of-way.

5. 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 building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve (12) months after commencement of construction. No property within the subdivision shall be used, in whole or in part, for the storage of any property or thing that will cause such lot to appear 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 surrounding property.

No noxious or offensive activity shall be carried on within the subdivision, nor shall anything be done tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any property within the subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the subdivision. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any lot unless required by law.

6. No structure of a temporary character including, without limitation, a mobile home, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

7. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for the use in boring for oil, or any other substance, shall be erected, maintained or permitted upon any lot.

8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or other pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Veterinary Clinics and guard dogs are excluded from this provision.

9. No lot shall be used or maintained for a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

10. The authority of the Architectural Control Committee shall include the approval of construction plans, plot plans showing the location of the building and any and all other

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structures to be located on said lot, landscape plans, parking lots, exterior paint colors, exterior materials and color, roof type and color of shingles. The builder and subsequent owners of a building shall not change or deviate from those selections approved by the Architectural Control Committee unless such deviation or change is approved in writing by the Architectural Control Committee.

11. The Architectural Control Committee may issue guidelines detailing acceptable fence styles, but in no event will a woven wire, hog wire or barbed wire fence be approved. Prior to starting construction of any fence a plan showing where the fence is to be located and a cross section of the fence must be submitted for approval to the Architectural Control Committee.

12. Plywood signs, flashing light signs or any other signs of a temporary nature shall be prohibited. All permanent signs shall be submitted to the Architectural Control Committee for approval.

13. The following uses of property in the subject subdivision shall be prohibited:

(A) Establishments that sell or lease video, audio, or printed matter that are marketed along the theme of "adult entertainment" that could be deemed sexually explicit in nature.

(B) Pawn shops.

(C) Retail sales of used automobiles or trucks or sales of other recreational or marine vehicles regardless of the number of wheels on the vehicles. Excepted from this provision are retail sales of new boats and campers and bicycle shops.

(D) Only gasoline service stations/convenience stores would be allowed that provides no major repair work of any kind on the premises.

(E) Nude bars or lewd, lascivious entertainment facilities.

(F) No alcoholic beverages shall be sold, distributed or delivered within 300 feet of any existing church or school. This provision shall not apply to any property on the east side of Highway 231/431 North.

(G) No duplex or other multi-family residential use shall be allowed.

14. JACOB'S LANDING AT CLEAR SPRINGS Covenants are to run with the land and shall be binding on all the 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 a majority of the then recorded owners of the lots has been recorded, agreeing to change of said Covenants in whole or in part.

15. Enforcement of these Covenants shall be by proceeding in law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages.

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16. Invalidation of any one of these Covenants by Judgment or court order shall in no way affect any other of the provisions which will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, the Declarant, has executed this instrument and affixed their signature and seal to this document on this 20 day of May, 1997.

COLBY DEVELOPMENT CO., INC.

BY: *Timothy D. Clark*  
TIMOTHY D. CLARK, Its President

STATE OF ALABAMA     )  
                                  :  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that TIMOTHY D. CLARK, whose name as President of COLBY DEVELOPMENT CO., INC., an Alabama Corporation, 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 officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 20th day of May, 1997.

*Betty J. Stone*  
NOTARY PUBLIC  
My Commission Expires: 5/2/99

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DONALD B. WEIR, JR.  
ATTORNEY AT  
LAW  
208 EUBANK AVE. S.E.  
HUNTSVILLE, AL  
35801  
TEL: 205/933-7111  
FAX: 205/933-7113

EXHIBIT "A"

ALL THAT PART OF SECTIONS 6 AND 7, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA.

PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 1 WEST; THENCE SOUTH 00 DEGREES 01 MINUTES 52 SECONDS EAST 4010.26 FEET TO A POINT; THENCE SOUTH 89 DEGREES 41 MINUTES 20 SECONDS EAST 342.37 FEET TO A 3/8" REBAR FOUND ON THE WESTERLY RIGHT-OF-WAY MARGIN OF U.S. HIGHWAY NO. 231-431; THENCE ALONG SAID WESTERLY MARGIN SOUTH 08 DEGREES 53 MINUTES 10 SECONDS EAST 81.27 FEET TO A 3/8" REBAR FOUND; THENCE CONTINUE ALONG SAID WESTERLY MARGIN SOUTH 09 DEGREES 05 MINUTES 30 SECONDS EAST 335.50 FEET TO A 3/8" CAPPED REBAR STAMPED "HELS" AND THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING AND CONTINUING ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN SOUTH 09 DEGREES 03 MINUTES 08 SECONDS EAST 1625.00 FEET TO A POINT; THENCE LEAVING SAID MARGIN SOUTH 80 DEGREES 56 MINUTES 52 SECONDS WEST 200.00 FEET TO A POINT; THENCE NORTH 09 DEGREES 03 MINUTES 08 SECONDS WEST 1624.86 FEET TO A POINT; THENCE NORTH 80 DEGREES 54 MINUTES 29 SECONDS EAST 200.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 7.46 ACRES, MORE OR LESS.

97 MAY 20 AM 11:01  
RECEIVED FOR RECORDING  
& DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT  
Judge W. R. Riddle  
JUDGE OF PROBATE

STATE OF ALA. MADISON CO  
CERTIFY THIS INSTRUMENT  
WAS FILED ON