

STATE OF ALABAMA
CHEROKEE COUNTY

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
RIVER BEND ESTATES, PHASE II

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS, made and published this 9th day of November, 1990 by WEISS LAKE LODGE, LTD, INC., a corporation, being the owner of certain real property hereinafter described and being situated in Cherokee County, Alabama:

W I T N E S S E T H :

THAT, WHEREAS, the said WEISS LAKE LODGE, LTD, INC., is the owner of certain lands situated in Section 32, Township 9 South, Range 10 East, Cherokee County, Alabama; and

WHEREAS, the said owner will from time to time, sell certain portions of said lands, with the conveyances of said lands being made subject to the herein contained protective covenants and restrictions, and which said conveyances shall make specific reference to these covenants and restrictions; and

WHEREAS, said owner desires to provide for a quality rural residential neighborhood, promote the construction of architecturally custom designed single family dwellings with quality materials and workmanship in harmony with the natural setting of the terrain, to attract permanent homeowners, to provide privacy and security in a spacious natural environment, and to enhance the value of the investment by homeowners in the said lots made subject by reference to these covenants and restrictions;

NOW, THEREFORE, THE SAID WEISS LAKE LODGE, LTD, INC., does hereby set up, establish, promulgate and declare the following protective covenants and restrictions to apply to all of the lots to be sold by said owner by conveyance which shall make specific reference to the herein contained protective covenants and restrictions:

1. There is hereby established an unincorporated association known as the River Bend Estates, Phase II Homeowners Association (hereinafter referred to as the "Homeowners Association"). The Homeowners Association shall be composed of each person or entity who owns a lot or lots, the conveyance of which was made subject to these protective covenants and restrictions by specific reference. In the event a lot is, or lots are, owned jointly by more than one joint owner, one of the joint owners shall be designated by the joint owners to be the member of the Homeowners Association representing such jointly owned lot or lots. If any lot is or lots are, owned by a corporation or other artificial entity, said corporation or entity shall designate one person to represent said corporation or entity as a member on the Homeowners Association. Each member of the Home Owners Association shall have one vote for each lot owned and made subject to these covenants and restrictions. The initial meeting of the Homeowners Association shall take place at Weiss Lake Lodge, Yancey's Bend Road, Cedar Bluff, Alabama, on the 16th day of November, 1990, at 3:00 o'clock, PM, Central Time, for the purpose of organizing the Homeowners Association and electing such officers as the Homeowners Association might determine to be necessary. Thereafter, the annual meeting of the Homeowners Association shall take place on the first Saturday in May of each year at a place determined by the Homeowners Association. Notice of the time and place of the annual meeting (or of any special called meeting) of the members of the

Homeowners Association at least two weeks prior to any such meeting. A special called meeting of the Homeowners Association shall be called by petition signed by at least 5 members of the Homeowner Association. At any an all of the duly called meetings of the homeowners association, a quorum shall be established if more than fifty percent of the members of the Homeowners Association are present. At all meetings of the Homeowners Association at which a quorum is present, a simple majority vote of the members present shall be sufficient to constitute the action of the Homeowners Association, unless a different majority is otherwise required or specified herein. The Homeowners Association by a two-thirds vote of any duly called meeting at which a quorum is present, shall have the power to adopt reasonable rules and regulations governing the use of the lots made subject to these covenants and restrictions.

2. Each said lot made subject to these covenants and restrictions shall be used for residential purposes only, with only one single family residence per lot constructed thereon. However, the owner may erect an attached garage for use in connection with such residence. Each such residence shall contain a minimum of 1,000 square feet of heated living space exclusive of any carport, garage, basement, deck, patio or open porch. Each such residence shall be built on a permanent foundation, with the construction of such residence to be completed within twelve months of the commencement thereof.

3. No lot may be subdivided or in any way made into two or more separate lots.

4. No lot made subject by reference to these restrictions or covenants shall be clear cut, logged, pulpwooded, and the trees on the same shall not be removed for commercial purposes. Each such lot shall be maintained in a safe, clean and sanitary manner.

5. No signs, advertisements, notices or other such letterings shall be displayed except for residential identification considered normal and customary or for job identification signs during construction.

6. There shall not be constructed on, placed on, or allowed to remain on any lot made subject to these covenants and restrictions by reference, any of the following described structures or vehicles: any house trailer, mobile home, camper, doublewide home, modular home, prefabricated home, metal building, barn, out building, school bus, homemade camper, tents, shacks or incompleated structures (except structures in the process of construction), and no structure of a temporary nature shall be erected, used as a residence, or permitted to remain on any of said lots.

7. No structure for human habitation shall be erected on any lot made subject to these covenants and restrictions by reference, between that certain contour line of 573 feet above mean sea level, and that certain contour line of 575 feet above mean sea level, as established by the U.S. Coast and Geodetic Survey, as adjusted January, 1955, either in whole or in part, unless the area to be occupied by such structure shall first have been raised or filled to an elevation above that certain contour line of 575 feet above mean sea level, as established by the U.S. Coast and Geodetic Survey, as adjusted January, 1955.

8. All construction on the lots made subject to these covenants and restrictions by reference shall comply with the following minimum setback rules, to-wit: Such construction shall be set back at least 25 feet from any street right of way; 25 feet from any lot back line; and 20 feet from any lot side line.

9. The owner of a lot to which these covenants are made applicable by reference may store no more than one recreational vehicle (motor home, RV, camper-trailer, etc.) on such lot, but

said recreational vehicle cannot be used as a place of human habitation.

10. No trade, business, commercial or industrial activity of any kind shall be performed, or allowed to occur on any lot to which these covenants are made applicable by reference.

11. Domestic pets, such as dogs and cats are permitted on the lots subject to these covenants. All swine, cows, horses, goats, chickens, turkeys, sheep, wild animals, or any animals, determined to not be a domestic pet by the Homeowners Association by a two-thirds vote of any duly called meeting at which a quorum is present, shall not be allowed to be kept on or remain on any of said lots. All such domestic pets kept on said lots shall be kept confined, or on leash, except when under the direct supervision of the owner thereof.

12. No noxious, offensive or dangerous activity shall be carried on on any of the lots made subject to these covenants and restrictions by reference, or common area among said lots, nor shall anything be done thereon which may become an annoyance, nuisance or danger to said lots or the people occupying the same.

13. The disposal of sewage and effluent on or from any lot made subject to these covenants and restrictions by reference shall be in compliance with existing State and County regulations. No outside toilets shall be allowed. No waste or effluent shall be permitted to enter any of the streams or natural drainage areas. There shall be no change in the natural or existing drainage of surface waters.

14. No junk, auto bodies, scrap or parts shall be stored on any of the lots made subject to these covenants and restrictions by reference. No non-functioning motor vehicle shall be allowed to remain on any of said lots for a period of time in excess of 30 days. Rubbish, trash and garbage shall be stored in appropriate covered containers and shall be removed from said lots on a regular basis.

15. No docks shall be constructed so as to unreasonably interfere with any other lot owner's use or enjoyment of his property. Any dock located on any such lot shall not be constructed closer than 20 feet to the lot's side line, including an extension of such side line into the waters of Weiss Lake.

16. An easement along all road right of ways fronting on any lot made subject to these covenants and restrictions by reference is reserved for access for all lot owners whose lots are subject to these covenants and restrictions, and for utility systems, including but not limited to electric power, gas, water, sewer, telephone and cable television systems.

17. In the event of a dispute as to whether a particular use or activity violates any of the covenants or restrictions herein contained, the Homeowners Association by a two-thirds vote of any duly called meeting at which a quorum is present, shall have the power to determine and declare whether the particular use or activity is a violation, and such decision by the Homeowners Association shall be binding on all parties concerned.

18. These protective covenants and restrictions are to run with the lots made subject hereto by reference, and be binding on said lots, and those who claim an interest therein for a period of 5 years from the date these protective covenants and restrictions are recorded, after which time said protective covenants and restrictions shall be automatically extended for successive periods of 5 years each, unless an instrument executed by at least two-thirds of the members of the Homeowners Association, has been recorded after the annual meeting of the Homeowners Association held in the last year of each such 5 year period, and before the end of such 5 year period, agreeing to change the same and stating the terms of the changed protective

covenants and restrictions.

IN WITNESS WHEREOF, the undersigned duly authorized officer of said owner has hereunto set his hand for and as the act of said corporation on the date first above written.

WEISS LAKE LODGE, LTD., INC.

BY: Sybil S. Harrison
ITS: Vice-President

STATE OF ALABAMA
CHEROKEE COUNTY

I, the undersigned, a Notary Public, in and for said County and State hereby certify that Sybil S. Harrison, whose name as Vice-President for WEISS LAKE LODGE, LTD, INC., a corporation, is signed to the foregoing protective covenants and restrictions, and who is known to me, acknowledged before me on this day that, being informed of the contents of the protective covenants and restrictions, he, as such officer, and with full authority, executed the same voluntarily for and as the act of the said corporation on the day the same bears date.

Given under my hand this 9th day of November, 1990.

Robert D. McWhorter, Jr.
NOTARY PUBLIC

This Instrument Prepared By:
Buttram & McWhorter
Attorneys At Law
Centre, Alabama

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Rec. 10.00
cert. 1.00
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13.00pd.

REC'D BY THE CLERK OF THE COUNTY OF CHEROKEE ALABAMA
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