

STATE OF ALABAMA)
BALDWIN COUNTY)

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SEP 12 1989

Miss 657 115-17

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
COTTON CREEK TRACE

Know All Men by These Presents, That Whereas, the undersigned, DANIEL L. ATCHISON, MARGARET L. ATCHISON, ROBIN L. FRANKLIN and PAMELA FRANKLIN are owners of record and subdividers of the following described real estate, to-wit:

All of the property embraced in Cotton Creek Trace subdivision according to the map or plat of said subdivision appearing of record in the Office of the Judge of Probate of Baldwin County, Alabama, in Slide #1203-A, all of the property lying and being in Baldwin County, Alabama.

Whereas, we, the undersigned, DANIEL L. ATCHISON, MARGARET L. ATCHISON, ROBIN L. FRANKLIN and PAMELA FRANKLIN, own all the subdivision and are desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the Community and thereby to secure to each site owner the free and full benefit and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his site that is necessary to insure the same advantages to the other site owners.

Now Therefore, we, the undersigned do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots, except lot one, in the Subdivision of Cotton Creek Trace, Baldwin County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said Lots of said Subdivision.

1. **Land Use and Building Type.** No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than a one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, and well house. All lots will be properly maintained by owners after purchase.

2. **Dwelling, Quality, and Size.** No dwelling shall be permitted on any lot smaller than herein provided. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. The ground floor area of the main structure, inclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, not less than 1500 square feet for a dwelling of more than one story. Construction shall be completed within six (6) months after commencement.

3. **Building Location.** No building shall be located nearer than 40 feet to the front lot line (except that the building on Lot seven (7) shall not be located nearer than thirty (30) feet to the front lot line) nor nearer than 50 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered to permit any portion of the building on a lot to encroach upon another lot.

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4. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

6. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sale period.

7. Livestock and Poultry. 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 that they are not kept, bred, or maintained for any commercial purpose.

8. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of the street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

10. Architectural Control. No building shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee as to quality and workmanship and materials, harmony of external design with existing topography and finish grade elevation.

The Architectural Committee shall be composed of DANIEL L. ATCHISON and ROBIN L. FRANKLIN of Baldwin County, Alabama and such other person as the two may designate and the 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. 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.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fail 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 after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

11. Homeowner's Association. The Subdivision will also have a Homeowner's Association that is comprised of the lot owners of said Subdivision. Each lot owner will have one vote per lot owned

in conducting the Association's business. The purpose of the Homeowner's Association will be for the maintenance, repair and upkeep of the common area and the private road. Each lot owner will pay 1/14 of the costs of the maintenance, repair and upkeep of the common area and private road.

12. Term. 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 automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damage.

14. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

15. Miscellaneous. No owner shall erect a satellite dish or fence in any area from the rear of the house to the front property line. Only two automobiles may be parked in the front area of the lot. All other vehicles must be parked in the rear of the lot area.

In Witness Whereof, DANIEL L. ATCHISON and MARGARET L. ATCHISON, husband and wife, and ROBIN L. FRANKLIN and PAMELA FRANKLIN, husband and wife, have hereunto set their hands and seals this 30th day of August, 1989.

Daniel L. Atchison

Robin L. Franklin

Pamela Franklin

Margaret L. Atchison

THE STATE OF ALABAMA)

BALDWIN COUNTY)

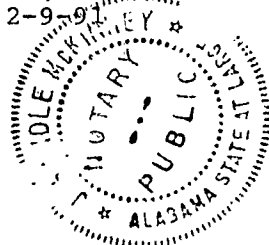
I, J. Randle McKinney, a Notary Public for the State at Large, hereby certify that DANIEL L. ATCHISON, MARGARET L. ATCHISON, ROBIN L. FRANKLIN and PAMELA FRANKLIN, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of, and understanding, the contents of same, executed the same voluntarily on the day the same bears date.

Given under my hand this the 30th day of August, 1989.

J. Randle McKinney
Notary Public
My Commission Expires: 2-9-91

PREPARED BY:

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Attorney at Law
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Gulf Shores, Alabama 36542



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