

Park Place Subdivision
Restrictive Covenants

B&B Residential Development, L.L.C. (Brent L. Parker) hereinafter "Developer", is the owner of two tracts of land as described by Deed Book 4190, page 49 and Deed Book 4267, page 216, in the office of the clerk of the Probate Court of Marshall County, Alabama, and

WHEREAS, said tracts have been divided into a residential subdivision known as Park Place Subdivision. As shown by plat of record on Plat Book ____, page _____, in the office of the above said clerk.

WHEREAS, Developer desires to impose RESTRICTIVE COVENANTS on said subdivision in order to promote the orderly development of said tract as a residential for the benefit of Developer and the future owners of lots in said subdivision:

NOW THEREFORE, Developer imposes the following RESTRICTIVE COVENANTS, which shall run with the land, on all the lots in said subdivision:

1. No dwelling shall be erected or permitted to remain in the subdivision unless it has the number of square feet of enclosed living area, exclusive of open porches, screened porches, garages, or basements as forth in the following paragraph. Stated square footage shall mean the finished and heated area contained within the residence, exclusive of open porches, garages, eaves, and steps. The following are these requirements:

- (A) A 1 level residence must have at least 1400 square feet of heated living space.
- (B) All residences must have a minimum of an attached double garage.

2. All lots shall be for residential use only. All structures erected must be none other than a single family dwelling with an attached garage, which garage may be located in the basement, but must be for a minimum of two cars.

3. No residence shall be designed, patterned, constructed, or maintained to serve, or for the use of more than one single-family dwelling.

4. No more than one dwelling shall be erected on any one lot. No lots shall be divided into smaller tracts for that purpose.

5. No buildings shall be built on any lot until first a completed dwelling house conforming to the provisions of this instrument have been completed.

6. Any residence shall be completed within a period of twelve months from the date of pouring the footing of the said residence.

7. All homes shall be built in traditional style. All foundations shall be faced with brick or stone on all four sides with no exposed concrete block. All front and side porches shall be built of the same. In addition, each home shall have a mailbox typical with modern construction.

8. Exterior walls of homes must be faced with brick, mountain stone, vinyl siding, or hardy board. Synthetic stone will be permitted but said stone must be installed as individual masonry pieces and not pre-constructed board.

9. Each residence must be served by a driveway constructed with concrete. Asphalt, loose stone, or rock will not be permitted.

10. Any and all fences constructed on property shall be no nearer the front lot line than the line of the rear elevation of the residence extended in a direct line to each side. No chain link fences shall be allowed.

11. All homes must have a roof pitch of at least 7/12 and must be guttered in front and rear.

12. The foundation of all front porches or front stoops and steps must be of masonry construction.

13. All homes must fully comply with all local, city, county, state, and/or federal building codes and ordinances.

14. No individual water supply system shall be permitted on any lot unless the system is located, constructed, and equipped with the requirements, standards and recommendations of North Marshall Utilities and/or the Marshall County Health Department.

15. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Alabama Department of Environmental Management and/or the Marshall County Health Department.

16. Developer must approve all home plans and outbuilding plans in said subdivision before any construction begins. Said plans must specifically show for approval the appearance, main floor elevations, and exterior paint color scheme of each home.

17. All homes built must be completely finished; including yard, driveway, landscaping, and painting, within 12 months of the date construction began. Prior to occupation, complete yard must be landscaped, seeded and strawed.

18. All lots, from the date of purchase, must be maintained by the owner in a neat and orderly condition. All limbs, trees, and rocks must be maintained and kept out of the streets and off adjoining property.

19. Outbuildings, pools, and fences may be built on back yards only. Outbuildings must be built of the same construction as the home on the lot and painted the same color scheme as said home. No outbuilding will be allowed which contains more than 600 square feet.

20. There shall be no pools, above or below ground, or any playground equipment allowed in the front of a residence to where it could be viewed from the front road of home.

21. No signs shall be displayed on any lot other than advertising the property for sale or rent and those used by the builders and developer to advertise the property during the construction and sales period.

22. No permanent clothes lines will be permitted. No plowed vegetable garden spots will be allowed. No satellite dish more than 2 feet in diameter, antennae's, or other unsightly transmitting devices shall be permitted.

23. No building shall be located in any lot nearer than thirty (30) feet to any side street or front line, and no building shall be located nearer than ten (10) feet to any interior lot line.

24. No piers shall be erected in or on the pond located on the subject property.

25. No motorized craft or boats shall be kept in or operated on the pond.

26. No structure of a temporary character, including, but not limited to, trailer, tent, shack, garage, barn or other outbuilding shall be permitted on any lot at any time.

27. No sheep, swine, goats, horses, cattle, fowl, or any like animals shall be permitted. There shall be no kennels and no commercial breeding or the raising of animals for commercial purposes on any lot in the subdivision.

28. No truck larger than one ton in size may be parked or kept on any lot, except during the construction of the home.

29. No junk or inoperable cars or cars in need of body repair may be parked or kept on any lot or streets.

30. Contractors must comply with all erosion control regulations.

31. Property owners shall take whatever means necessary to prevent siltation from leaving your property. Any uncorrected deficiencies will be addressed by the developer. Property owner shall reimburse developer for expenses to correct all deficiencies.

32. Damages to roadway, caused by lot owner, resulting from over-loaded vehicles and or track maintained equipment, shall be repaired at lot owner expense.

33. Any violation of said RESTRICTIVE COVENANTS will be handled in the courts of Marshall County with all court costs paid by the violator.

34. If the developer thinks it is appropriate, there will be an owners association formed with developer, a development committee, and property owners that would have the power to alter, amend and/or enforce the restrictions set forth herein.

The RESTRICTIVE COVENANTS are hereby declared to be severable. In the event any one of them is declared invalid by the final judgment of a court of law, the remainder shall continue in full force and effect. The RESTRICTIVE COVENANTS shall be in effect for 25 years, and after said time shall be cancelled or amended by a two-thirds majority of the then lot owners, evidenced in writing, and recorded in the Probate Court of Marshall County, Alabama.

Developer shall have power, during the construction of homes on said lots, to grant waivers or minor violations of these RESTRICTIVE COVENANTS that, in their opinion, do not materially affect the purpose of these RESTRICTIVE COVENANTS. Developer reserves the right, as long as the Developer owns any lot in said subdivision, to amend any or all of the said COVENANTS, evidenced in writing and recorded in said Clerk's office. Developer, any individual lot owner, or group of lot owners shall have the power to enforce these RESTRICTIVE COVENANTS and take appropriate action against the violator in the court of law of competent jurisdiction. Any person found guilty of violating said RESTRICTIVE COVENANTS shall be liable for any damages caused and the costs of enforcement including court costs and attorney's fees.

IN WITNESS WHERE OF the undersigned have hereunto set their hands and affixed their seals, on the ___ day of ____ 2008.

B&B Residential Developers, L.L.C.

Brent L. Parker