

STATE OF ALABAMA,  
CHEROKEE COUNTY.

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PROTECTIVE COVENANTS FOR  
WOODMONT ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, Robert S. Tucker, Jr., John L. Gross, Jack L. Roberson, Thomas K. Lindsey, Horace L. Cline, and D. L. Lindsey, are the owners of the following described real estate situated in Cherokee County, Alabama, to-wit:

All that part of the North Half of the Southwest Quarter of Section 34, Township 9 South, Range 10 East, that lies above that certain datum plane of 565 feet above mean sea level containing 70 acres, more or less, a portion of said 70 acres is subject to the right of Alabama Power Company to flood from time to time up to 573 feet above such mean sea level.

AND, WHEREAS, the undersigned owners of said real estate have subdivided said real estate into lots and have caused a plat of said subdivision which has been designated as Woodmont Estates to be recorded in Plat Book 9 at Page 69 in the Probate Office of Cherokee County, Alabama, and

WHEREAS, the owners of said subdivision have determined that it is advisable to impose and place certain covenants, restrictions, limitations and conditions on the lots contained in said subdivision, governing the use and occupancy thereof.

NOW, THEREFORE, for and in consideration of the premises, the undersigned Robert S. Tucker, Jr., John L. Gross, Jack L. Roberson, Thomas K. Lindsey, Horace L. Cline, and D. L. Lindsey, do hereby impose on the above described real property the following covenants, restrictions, limitations and conditions:

- I. As to Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 27, 28, 29, 30, 50 and 51, the following protective covenants shall apply:
  - A. No house trailers or mobile homes shall be permitted on any of said lots at any time, either temporarily or permanently.
  - B. No building or improvement shall be constructed, erected or permitted to remain on any one lot other than one detached single family dwelling, together with necessary appurtenant out buildings.
  - C. All houses constructed on said lots must be on a block or masonry foundation.
  - D. No undivided or fractional interest in any lot shall be sold or conveyed to any person for the purpose or with the intent of creating two or more separate and smaller lots from out of one lot.
  - E. No lot or any building or improvement constructed or erected thereon shall be used, either in whole or in part, temporarily or permanently, as a business or commercial establishment, or for any purpose other than residential and/or private recreational purposes.

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II. As to Lots 19, 20, 21, 22, 24, 25, 26, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, and 64, the following protective covenants shall apply:

- A. No lot or any building or improvement constructed or erected thereon shall be used, either in whole or in part, temporarily or permanently, as a business or commercial establishment, or for any purpose other than residential and/or private recreational purposes.
- B. All houses or mobile homes placed on said lots must have a block or masonry foundation.
- C. No building or improvement shall be constructed, erected or permitted to remain on any one lot other than one detached single family dwelling, together with necessary appurtenant out buildings.
- D. No undivided or fractional interest in any lot shall be sold or conveyed to any person for the purpose or with the intent of creating two or more separate and smaller lots from out of one lot.

III. As to Lots 23, 42, 43, 44, 45, 46, 47, 48, 49, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, and 94, the following protective covenants shall apply:

- A. No building or improvement used, designed or intended to be used for human habitation shall be constructed on any portion of said lots.
- B. No mobile homes or modular homes shall be placed on said lots, temporarily or permanently.
- C. No undivided or fractional interest in any lot shall be sold or conveyed to any person for the purpose or with the intent of creating two or more separate and smaller lots from out of one lot.
- D. No lot or any building or improvement constructed or erected thereon shall be used, either in whole or in part, temporarily or permanently, as a business or commercial establishment, or for any purpose other than residential and/or private recreational purposes.
- E. No pit or dry privies or septic tanks shall be placed on any of said lots. Any camper used on any of said lots must have self contained sewage facilities.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals on this 12<sup>th</sup> day of August, 1987.

Robert S. Tucker, Jr.

John L. Gross

Jack L. Roberson  
Jack L. Roberson

Thomas K. Lindsey  
Thomas K. Lindsey

Horace L. Cline  
Horace L. Cline

D. L. Lindsey  
D. L. Lindsey

THE STATE OF GEORGIA,

FLOYD COUNTY, ss a precinct of said State.

I, JAMES M. GIVENS, a Notary Public in and for said County

and State, hereby certify that Robert S. Tucker, Jr., John L. Gross, Jack L. Roberson, Thomas K. Lindsey, Horace L. Cline and D. L. Lindsey, whose names are signed to the foregoing instrument, and who are known to me acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand this the 12<sup>th</sup> day of August, 1987.

James M. Givens  
NOTARY PUBLIC

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