

BOOK# 328 PAGE 264

PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
THE LANDINGS AT LITTLE RIVER EAST

1. The LANDINGS AT LITTLE RIVER EAST is intended to afford to owners of lots of land in said subdivision an attractive residential area with lake front lots. The sole purpose of the restrictions is to assure that all structures, and/or additions within the development of THE LANDINGS AT LITTLE RIVER EAST are in conformity and harmony of external design with existing standards of the neighborhood.

2. There shall be only one dwelling house constructed on any one lot. However, two or more lots may be used together for the purpose of constructing one dwelling.

3. All dwelling houses shall be single family dwelling, of good appearance. The exterior of the dwelling house should blend with the surrounding natural environment. All original plans for houses and colors are subject to review and prior approval by the developers, J. Doyle Buffington and June C. Buffington or their designee.

4. Construction debris must be removed from all lots in a timely manner.

5. Material used on the exterior can be natural wood lap siding, hardboard, or masonite. All siding must be painted and colors approved.

6. Brick may be used but color of brick and mortar must be approved. Old, used brick will be allowed and the painting of brick is also allowed.

7. Stucco is allowed. Color samples required.

8. Stone is allowed. Vinyl is allowed but must be approved before use.

9. Log structures, rough sawn or rounded wood siding is allowed.

10. All colors on the exterior of houses and detached structures must be approved by the developers. The intent is to insure that the overall color scheme of the subdivision is compatible and harmonious. In general terms, the primary colors which are large areas of painted walls should be subdued with accent colors limited to focal areas such as doors and shutters. Care should be taken that colors are not the same or identical with colors of adjacent houses. Roof colors should be black, dark gray, dark red, dark green or dark brown. White roofs will not be allowed. Highly reflective and bright colors shall be prohibited. All colors are to be submitted to the developers for approval.

11. Fencing and screening may be used in THE LANDINGS AT LITTLE RIVER EAST to define private spaces or to attract or divert attention to or from particular views. Free standing utility equipment, air conditioning and heating equipment, outside storage and service areas for equipment and supplies and refuse containers are typical areas to be screened. Subject to approval of the developers the following methods of screening may be used. Earth banks and berms that are well landscaped, planting screen and hedges may also be used. Fencing may also be used provided they compliment the design, texture and colors of all structures on the same lot. All fencing must be approved, in advance by the developers.

12. Prefabricated Structures or factory built structures shall not be permitted within THE LANDINGS AT LITTLE RIVER EAST. This does not prohibit penalized housing

where actual units are assembled on-site. Completion of outside construction of residences shall be no later than one year from the beginning date of construction.

13. No window air conditioning unit may be located in any part of any dwelling or accessory structure which is visible from any street.

14. A detached accessory structure may be placed on a Lot to be used for a playhouse, swimming pool, tool shed, dog house, guest house or garage. Such accessory structures shall conform in exterior design and quality to the dwelling on the same lot. The developers shall have the right to approve or disapprove the plans and specifications for any accessory structure to be erected on any lot and construction of an accessory structure may not be commenced until approved by the developers.

15. Mail boxes must be approved by the developers.

16. Silver-finish (mill finish) aluminum doors and windows shall not be approved.

17. No plumbing or heating vent shall penetrate roof surfaces which face the street. If any of these can be seen from a street or side street they must be painted to blend with the roof color.

18. All driveways must be paved with asphalt or concrete. No dirt or gravel drives are allowed. Existing trees, topography and landscape planning should be taken into consideration and where possible, driveways should curve.

19. No lot or combination of lots shall be used for commercial purposes.

20. No dwelling house shall be erected and permitted to remain on any lot or lots in this subdivision except single family dwelling houses having a minimum of 1,000 square feet including roofed porches.

21. Developers must approve the location of each house on a lot and the developers may promulgate setbacks for each structure.

22. The visible exterior of any foundation shall have an exterior finish of rock, brick, stucco, paint or similar covering. The exterior of each building must be completed in every detail in accordance with approved plans and specifications prior to occupancy. No old, completed or used houses may be placed on any lot.

23. No commercial trucks or vehicles in size of 1 ton or larger may be parked overnight on any lot in the subdivision. No vehicles of any kind shall be parked on any street in THE LANDINGS AT LITTLE RIVER EAST for longer than twenty-four (24) hours.

24. Docks and pier locations are to be approved by the developers. Any retaining and seawalls to be built along the water shall first receive approval with respect to design and materials by the developers and Alabama Power Company.

25. No outside clothesline will be allowed within sight of neighboring residences and street. Garbage cans and woodpiles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a lot only. If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open on any day that a pick-up is to be made, in order to provide access to persons making such pick-up.

26. Lot owners may jointly build a landing dock and ramp. Approval of all designs and operating arrangements are retained by the developers. The Common Boat Ramp built by the developers is for lot owners only and no permission shall be given by lot owners to any other persons. Access to common areas, including boat ramp and docks, shall not be blocked or access otherwise restricted at any time. Courtesy is the rule.

27. No temporary house, mobile home, camper, trailer or tent shall be placed upon any lot for use as a residence. Motor homes, campers, trucks with camper top, boats or boat trailers or like equipment shall be allowed on a temporary basis only during construction. Notwithstanding the foregoing, any such vehicles or equipment may be stored on a lot, provided such vehicle or equipment is kept in a concealed manner from view of other lot owners, and be approved by the developer.

28. Fencing material shall be wood, brick or stone, metal fencing will be permitted only with approval by the developer.

29. No lot shall be subdivided, nor shall more than one residence be erected on any lot.

30. No duplex or other multi-family residence shall be constructed on any lot.

31. Each lot in the subdivision shall be used for residential purposes only, with only one single family residence per lot constructed thereon.

32. No signs are permitted without written approval from the developers with the only exception to this being signs as may be required by legal proceedings and "For Sale" signs, such signs having a maximum face area of 25 square feet.

33. The keeping, housing or otherwise maintaining of hogs, cows, chickens, goats, and livestock of any kind is expressly prohibited, with the exception of horses by the owner of an acreage tract.

BOOK A 328 PAGE 268

BOOK A 328 PAGE 268

34. All dwellings and residences erected on said lots shall be maintained in reasonably good appearances during the effective time of these covenants.

35. These Design restrictions may be amended from time to time by a majority vote of the owners of lots situated in THE LANDINGS AT LITTLE RIVER EAST.

36. These Protective Covenants and Restrictions shall run with the land and shall be binding upon and enforceable by and against all persons or claiming possession or an interest in any of the real estate within said subdivision and they shall be effective for a term of twenty-five (25) years from the date these Protective Covenants and Restrictions are recorded in the Probate Office of Cherokee County, Alabama, after which time said Protective Covenants and Restrictions shall be automatically extended for successive periods of five (5) years each, unless an instrument executed by at least two-thirds (2/3) of the owners of the lots of the subdivision extending the term of these Protective Covenants and Restrictions.

37. No business, commercial trade or manufacturing activity shall be conducted upon any lot. No "For Rent" signs will be permitted.

38. The private road located within and designated as "THE LANDINGS EAST DRIVE" on the plat of said subdivision as appears of record in Plat Book 42 at page 27 in the Probate Office of Cherokee County, Alabama; and, the boat dock and ramp designated as "COMMON AREA" on said subdivision plat; and the entrance gate located at the entrance of said subdivision of The Landings East Drive and Cherokee County Road #752, shall be maintained and kept and repaired as follows: The developers shall initially construct and pave said private subdivision roads in accordance with road specifications established by the Cherokee County Highway Department (even though said roads are private in nature). The developers will maintain and repair said subdivision roads, the boat ramp and entrance gate at their expense until such time as sixty (60) per cent of the subdivision lots have been sold and at such time the lot owners of the Subdivision shall take over the responsibility for the upkeep, maintenance and repair of said private subdivision roads, boat ramp, and entrance gate. Each lot owner shall be responsible for his/her/its pro-rata share of the said maintenance and upkeep expense in accordance with his/her/its pro-rata share of ownership of lots in the subdivision.

39. Any party who claims title, legal or equitable, including the right of possession, to any of the real estate in this subdivision shall be entitled to enforce the provisions of these Protective Covenants and Restrictions, or any part thereof, and by the acceptance of any deed, lease or other instrument permitting possession to any real estate within this subdivision, the parties thereto agree to submit to the jurisdiction of a court of competent jurisdiction in Cherokee County, Alabama and to abide by the judgement of said court with respect to any order, injunction or judgment which may be entered with respect to any violation of the Protective Covenants and Restrictions contained herein.

BOOK A328 PAGE 269

BOOK A328 PAGE 269

40. Should any portion of the foregoing Protective Covenants and Restrictions be declared invalid by final judgment of any court of competent jurisdiction, the remaining Protective Covenants and Restrictions shall not be affected by such judgment and the same shall remain in full force and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals on this 10th day of January, 2000.

J. Doyle Buffington
J. Doyle Buffington

June C. Buffington
June C. Buffington

STATE OF ALABAMA, CHEROKEE COUNTY.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. DOYLE BUFFINGTON and wife, JUNE C. BUFFINGTON, whose names are signed to the foregoing Protective Covenants and Restrictions, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Protective Covenants and Restrictions, they executed the same voluntarily on the day the same bears date.

Given under my hand this 10th day of January, 2000.

John M. Lindsey
NOTARY PUBLIC

This instrument prepared by:
Albert L. Shumaker
Shumaker & Rice
Attorneys at Law
Centre, Alabama

5822-21rle

104544

- 6 -
Cert. Fee 1.00
Mtg. Tax
Docd Tax
Res. Fee 15.00
M.H. 3.00

Total 18.00

NOTARY PUBLIC
JAN 11 PM 9:48
NOTARY PUBLIC
JAN 11 PM 9:48
NOTARY PUBLIC
JAN 11 PM 9:48

AL