

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

BROWNSTONE PLAT NO. 2

RLPY 2003 91290
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JIMMY STUBBS
PROBATE JUDGE
Elmore County, AL
Recording Fee 27.00
TOTAL 27.00

Designs Unlimited, Inc., an Alabama Corporation, being the owner of the real property embraced within the subdivision known as Brownstone Subdivision Plat No. 2, recorded at Plat Book 14, page 80, in the Office of the Judge of Probate, Elmore County, Alabama, hereby impose the following Protective Covenants and Restrictions upon the property embraced in said Plat, the same to run with the title to the land to be enforceable in law and equity.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and persons affected by them for a period of twenty-five (25) years from the date of the recording of this Plat, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. In any such vote, the owners of each lot shall have only one (1) vote collectively, such that there is one (1) vote per lot. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

1. **LAND USE AND BUILDING TYPE.** All lots in this subdivision shall be known and described as residential lots and shall be used for residential purposes only. No more than one single family dwelling for private use, not to exceed two (2) stories in height, excluding a basement, shall be permitted on each lot except a private garage or carport for not more than three (3) automobiles.
2. **DWELLING SIZE.** The ground floor living area of the main structure shall not be less than 1500 square feet of heated and cooled space for a one (1) story dwelling and shall not be less than 1000 square feet heated and cooled space for a one and one-half (1-1/2) or two (2) story dwelling.
3. **OUTBUILDINGS.** Outbuildings incidental to residential use shall be of a design and exterior finish commensurate with that of the main structure. Metal buildings are prohibited. Outbuildings, may be a pre-fabricated structure as long as they are constructed on the exterior with a masonite, brick, or similar materials and mounted to a concrete slab. **ALL LOTS WITH LAKE FRONTAGE SHALL HAVE NO STORAGE BUILDINGS**

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BUILDINGS THAT INTERFERE WITH THE LAKEVIEW OF OTHER LAKE LOT OWNERS, WITH THE EXCEPTION OF APPROVED COVERS FOR PUMP HOUSES USED FOR IRRIGATION SYSTEMS, GAZEBOS, AND DOCKS. THE DESIGN AND LOCATION OF ALL OUTBUILDINGS MUST BE APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE BEFORE CONSTRUCTION BEGINS.

4. **TEMPORARY STRUCTURES.** No basement, tent, shack, garage, barn, trailer, prefabricated home, modular home, outbuilding, or any temporary structure shall be occupied or used as a residence. Any main dwelling structure which does not meet the requirement of Paragraph 2 hereof shall be considered a temporary structure.
 5. **COMPLETION OF CONSTRUCTION.** All construction, once begun, must be pursued to completion with due diligence.
 6. **FENCES.** Vinyl coated chain link fences are prohibited except on rear lot lines and side lot lines from rear lot line to a point parallel with the rear of the dwelling. The closure fence from the dwelling to the side lot line and all fences facing or visible from a street shall be four (4) foot or six (6) foot made of cedar, cypress wood or white vinyl fencing. The finish side of the closure fence shall be visible to the street. All fences shall be approved by the Architectural Review Committee prior to installation, and drawings and Specifications of proposed fences shall be submitted to the Architectural Review Committee prior to construction. ALL LOTS WITH LAKE FOOTAGE SHALL NOT HAVE ANY FENCING ALONG THE BACK OF LAKE. ALL SIDE AND FRONT FENCING SHALL BE NO HIGHER THAN FOUR (4) FEET IN HEIGHT AND MAKE OF VINYL OR OTHER MATERIALS APPROVED BY THE ARCHITECTURAL REVIEW COMMITTEE, NO WOOD OR CHAIN LINE FENCING.
 7. **BOATS.** ALL LAKE LOT OWNERS SHALL NOT ALLOW BOATS OVER TWELVE (12) FEET IN LENGTH IN THE LAKE AND SHALL USE AN ELECTRIC/BATTERY POWERED MOTOR ONLY.
 8. **SUBDIVISION OF LOTS.** No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the full dimensions of the lot as shown on the original plat of record.
 9. **INGRESS/EGRESS EASEMENTS.** No easements or rights of way for ingress or egress to any contiguous property shall be granted by the owner of any lot or lots in the subdivision, except Designs Unlimited, Inc. may grant or dedicate temporary or permanent easements or rights of ways for streets in connection with the development of adjacent property.
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10. **EASEMENTS.** Easements for installation and maintenance to utilities and drainage facilities are reserved as shown on the plat on each lot. The easements shall not prevent the use of the area by the owner for any purpose not inconsistent with the easement except for structures, buildings or any obstructing of a drainage area. A right of access by way of a driveway or lawn area is hereby granted over each lot, from the front lot line to the rear lot line, to any utility company, government agency, person or entity having an interest in the easement for the purpose of using or maintaining the easement area.
 11. **SIGNS.** No billboard or other advertising device shall be erected or permitted on any lot, except the subdivision entrance identification signs, a single standard size real estate "For Sale" sign may be placed on a lot during the period of sale of a lot or residence, and construction and development signs may be erected and maintained by the developer during the development and construction stages of this plat and adjacent property.
 12. **MAILBOXES.** Mailboxes with a common design, as selected by the Architecture Review Committee, will be provided for each lot by the builder. The homeowner shall maintain said mailbox in good condition and repair, with original color scheme being maintained thereon, as required by the Architecture Review Committee. Any damage or destruction to mailboxes which cannot be adequately repaired will result in the lot owner being required to purchase a replacement mailbox meeting the previous requirements.
 13. **TELEVISION SATELLITE EQUIPMENT.** Satellite dishes are restricted to black mesh and shall be placed in the center 1/3 of rear yards only, shall not exceed six (6) feet in height and shall not be visible from the street. No satellite dishes shall be affixed to the structure except on the rear of the structure and shall not be visible from the street.
 14. **PARKING AND STORAGE.** No construction trucks, tractors or excavating machinery shall be parked or stored on any road, street, yard or lot located in the subdivision, except in an enclosed garage, for any period in excess of forty-eight (48) hours, except for the period needed for actual construction on the lot utilizing the equipment. No vehicles shall be parked on grass or lawn areas, and no disabled vehicles or vehicles under repair shall be allowed to remain within the subdivision longer than forty-eight (48) hours. No house trailer, mobile home, boats of any type, or similar structure shall be located in the subdivision except in the rear of the home and cannot be seen on the street and shall not be occupied temporarily or permanently as a residence.
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