

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

RESTRICTIVE COVENANTS FOR CUMBERLAND PLACE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Inman and Winn Land Development, L.L.C.**, is the owner of **Cumberland Place Subdivision**, and **EMW Construction Company**, being the owner of Lots 2, 3, 4 and 17, Cumberland Place Subdivision; and **Thomas Crumbly**, being the owner of Lot 23, Cumberland Place Subdivision; and **Michael Whitt and Jeffrey Hodges**, being the owner of Lot 20, Cumberland Place Subdivision; and **Inman Construction, L.L.C.**, being the owner of Lots 9, 25 and 26, Cumberland Place Subdivision; and **Lynd Enterprises, Inc.**, being the owner of Lots 6 and 19, Cumberland Place Subdivision; and **Brandon Hargrove**, being the owner of Lots 7 and 15, Cumberland Place Subdivision; and **Ronald L. Lewis and Kelly L. Lewis**, being the owner of Lot 1, Cumberland Place Subdivision; **Danie'l McMahan a/k/a Danie'l Young** being the owner of Lot 28, Cumberland Place Subdivision being situated in Limestone County, Alabama, and recorded in **Plat Book G, Page 146**, Probate Office of Limestone County; and

WHEREAS, the lots comprise a subdivision and are embraced with the Map of **Cumberland Place Subdivision**, in **Plat Book G, Page 170**;

NOW THEREFORE, we, **Inman and Winn Land Development, L.L.C.**, do hereby making the following declarations pertaining to the lots, which are embraced within said **Cumberland Place Subdivision**:

1. All lots shall be for residential purposes only and only one single family dwelling per lot shall be permitted, except as hereinafter set out. No public or private business shall be located or conducted at any time on said lots.
2. No dwelling shall be built, erected, or altered, in or on said lots having less than One Thousand Eight Hundred (1,800) square feet of living area, excluding garages, basements, carports and porches. A separate garage or accessory building shall be permitted if constructed on site, which must be of the same exterior finish as the main dwelling. No metal, fiberglass, or vinyl buildings of any type will be allowed. Other accessory buildings shall have finished exteriors and design and construction must be in keeping with main dwelling and located only at the rear of the main dwelling no closer to the front of the lot than the rear line of the main dwelling. Two story dwellings shall have not less than Two Thousand (2,000) square feet with a minimum of Fourteen Hundred (1,400) square feet on the first floor, but the plans must be approved in advance by the Building and Architectural Control Committee.
3. All dwellings shall be constructed of at least 90 % brick. The combination of drivite and vinyl will be allowed; however, the house must still be 90 % brick. Any other material to be used must be approved by the Building and Architectural Control Committee.
4. No front entry garages will be allowed except on corner lots where there is access to two streets (front and side).
5. All front yards from front of dwelling to curb must be sodded.

6. All dwellings shall have some type of post lamp light in front yard. Any other type light must be approved by Building and Architectural Committee.
7. All roof pitches must be a minimum of 7/12.
8. No dwelling shall be constructed closer than thirty-five (35) feet from front or rear property line and no closer than ten (10) feet from any side lots lines.
9. No house trailers, mobile homes, recreational vehicles, campers, tents, shacks, abandoned vehicles, buses, or like vehicles, or any structure or facility that has ever been a mobile home with or without wheels, may be erected, placed or permitted to remain on any lot at any time as a temporary or permanent residence, or used for storage. No horse trailers or like objects shall be permitted to remain in view on any lots except in a garage or fully enclosed space.
10. No obnoxious or offensive activity shall be carried on upon any lot, nor anything shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
11. No lots shall be used, maintained or allowed to remain or be used as a junkyard, dumping ground, or storage area for rubbish, trash, garbage, or other waste. Equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. No inoperable auto or truck or one being kept for restoration or repair may be left visible on the property. Ground must be maintained in a neat and attractive fashion to blend to the established look of the subdivision, and kept free from what are commonly considered to be weeds or underbrush or other unsightly growth or objects. Grass or other turf must be cut and maintained at all times at no more height than three inches. All improvements shall be kept in a good state of repair.
12. No animals other than dogs or cats shall be kept as family pets, and no more than two of each on any lot. Any kennels shall be screened from all views, except owner's house. Permitted dogs and cats must not be allowed to run free off the owner's property.
13. Any satellite dish erected on any lot shall be located to the rear of the house and no nearer to any lot line than ten (10) feet.
14. All driveways must be concrete and minimum of twelve (12) feet wide.
15. No subdividing of lots will be allowed after purchase of lot.
16. These covenants shall apply to Cumberland Place Subdivision, and 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless voided by vote of a majority of the then lot owners. These restrictions may be amended at any time by an instrument signed by a majority of the then owners of the lots.

17. In violation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.
18. There shall be no overhead or aboveground utility wires or lines connecting houses or other structures to electric power, television cable, telephone or other utilities. All utilities must be underground.
19. No fences shall be constructed except after approval and review by the Building and Architectural Control Committee, and all fences shall be designed and constructed so as to be compatible with the neighborhood. No chain link or wire fences will be permitted. Fences and hedges should take into consideration any easement times as required by code.
20. All mailboxes shall be in like manner and must be approved by the Architectural and Building Control Committee.
21. In order that compliance may be had with the foregoing and to maintain an attractive and harmonious appearance of the subdivision, the prospective builder will submit to the Building and Architectural Control Committee, or assigns, as hereinafter defined, a plot plan showing the location of the proposed construction of all improvements, consisting of outside elevations, floor plans, outline specifications, materials to be used, finished appearance and approximate costs. No construction shall begin until the Building and Architectural Control Committee approves, in writing, the location and plans for the dwelling. The same will be required for any alteration, addition or other type construction not covered by the original approval. Until such time as all of the lots have been sold, the Building and Architectural Control Committee shall be the undersigned, Inman and Winn Land Development, L.L.C., also known as David Inman and Gray Winn, or their agents, heirs, or assigns. Subsequently the Building and Architectural Control Committee shall be the representatives of all the property owners, which representatives shall consist of a committee of three (3) duly appointed by owners of a majority of the lots in the Subdivision. In each case, the Building and Architectural Control Committee can allow minor deviations to any part of these restrictive covenants provided that their intent is maintained.
22. Any construction commenced on any house as provided in this declaration shall be substantially completed, including, but not limited to, all painting, and shall be occupied within twelve (12) months from the date such construction is commenced.
23. No sign of any kind shall be displayed to public view on any building site, except for a sign, limited to one, advertising the property for sale, which sign shall not be larger than three (3) square feet.
24. All lots owners shall provide and maintain proper facilities to control storm water run-off onto adjacent properties and to insure that sediments do not enter the natural drainage system.
25. No noxious, illegal, or offensive use of property shall be carried on lot, nor shall anything be done thereon that may be, or become, an annoyance or nuisance to the neighborhood. No owner, under any conveyance, shall at any time, conduct or permit to be conducted on any residential lot, any trade or business of any description, either commercial or church schools, nor shall such premises be used for

any other purpose whatsoever except for the purpose of providing a private, single-family dwelling or residence.

26. Enforcement shall be by proceedings by law or in equity against any person violating or attempting to violate any covenant. Neither the undersigned, nor any committee formed by the undersigned, or which the undersigned is a member of organized to enforce these covenants, nor the employees, agents or assigns of the undersigned or any such committee may be held liable for the failure to enforce the covenants contained herein. Anyone found by a Court of competent jurisdiction to have violated the same or being found in violation of them shall reimburse all costs of enforcing the same to the party (ies) doing so, including reasonable attorney's fees.
27. Sidewalks will be required on all lots from lot line to lot line following the contour of the roadway. Sidewalks shall be two (2) feet off the back of the curb and must be three (3) feet wide.

IN WITNESS WHEREOF, I have hereunto set my hand and my seal,
this the _____ day of December, 2003.

**Inman and Winn Land Development, L.L.C.
By Howard Gray Winn, Jr.- Co-Manager**

**Inman and Winn Land Development, L.L.C.
By David Inman-Co-Manager**

EMW Construction Company, Inc.

Thomas Crumbly

Jeffrey Hodges

Inman Construction, L.L.C.

Lynd Enterprises, Inc.

Brandon Hargrove

Notary Public

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County and state, hereby certify that **Michael Whitt and Jeffrey Hodges**, whose names are signed to the foregoing conveyance, 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 and seal, this the _____ day of December, 2003.

Notary Public

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County and state, hereby certify that **David Inman**, is signed as member of **Inman Construction, L.L.C.**, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the _____ day of December, 2003.

Notary Public

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County and state, hereby certify that _____, is signed as _____ of **Lynd Enterprises, Inc.**, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the _____ day of December, 2003.

Notary Public

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County and state, hereby certify that **Brandon Hargrove**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the _____ day of December, 2003.

Notary Public

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County and state, hereby certify that **Ronald L. Lewis and Kelly L. Lewis**, whose names are signed to the foregoing conveyance, 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 and seal, this the _____ day of December, 2003.

Notary Public

THE STATE OF ALABAMA)

LIMESTONE COUNTY)

I, the undersigned, a Notary Public in and for said County and state, hereby certify that **Danie'l McMahan a/k/a Danie'l Young**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal, this the _____ day of December, 2003.

Notary Public

THIS INSTRUMENT PREPARED BY:

William G. Mathews Law Office

117 South Marion Street

Athens, Alabama 35611

(256) 232-2310