

PROTECTIVE COVENANTS
HIDDEN LAKE WEST SUBDIVISION, SECOND ADDITION

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Luke Cooley
Judge of Probate
Houston County, Alabama

STATE OF ALABAMA
HOUSTON COUNTY

THIS DECLARATION made this 9th day of November 2005 by Killewats, L.L.C., hereinafter called the Declarant.

WITNESSETH:

WHEREAS Declarant is the owner of record of the following described real estate to-wit:

All property embraced in Hidden Lake West Subdivision, Second Addition according to the map or plats of said subdivision appearing of record in the Office of the Judge of Probate of Houston County, Alabama, in Plat Book 11, Page 76, all of the property lying and being in Houston County, Alabama

WHEREAS Declarant is desirous of establishing and placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the property, and thereby to secure to each site owner the free and full benefit and enjoyment of his or her site with no greater restrictions upon the free and undisturbed use of his or her site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, Declarant does hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots in the Hidden Lake West Subdivision Second Addition of Houston County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said lots of said subdivision, and shall be binding on all parties having the right, title or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

I.
DEFINITIONS

1. "Declarant" shall mean and refer to Killewats, L.L.C., its successors and assigns.
2. "Common Area" shall mean and refer to that certain real property in the subdivision identified as a common area on the map or plat of the subdivision and utilized for the common use and enjoyment of the owners of lots in the subdivision.
3. "Architectural Review Committee" shall mean and refer to a committee of two or more persons appointed by Declarant, its successors and assigns. The purpose of this committee is to review all lot improvements for conformance to the community design standards before, during and after completion of the improvement.
4. "Maintenance Fees" shall mean and refer to expenditures made or liabilities incurred by the Declarant, its successors and assigns, and/or the Homeowners Association,

used to promote the recreation, health, safety and welfare of the residents of the subdivision and for the improvement and maintenance of the lake and common areas of the subdivision, or otherwise authorized herein.

II.

LAND USE AND BUILDING TYPE

1. The location and use of all structures built in said subdivision shall conform to the provisions of the zoning regulations of the City of Dothan, Alabama, applicable at the time of construction. The minimum construction setback lines shall be those shown on the recorded plat of Hidden Lake West Subdivision, Second Addition.
2. No lot shall be used except for a private, single family dwelling not to exceed two and one-half stories in height used for residential purposes.
3. No building, wall, mailbox, fence, dock, pier, seawall, swimming pool, satellite dish, antenna, basketball goal, clothes line or other structure of any type shall be commenced, erected, altered, placed, maintained, or permitted to remain on any lot until the plans and specifications of same have been submitted to and approved in writing by the Declarant and/or the Architectural Review Committee.
4. Refusal or approval of plans, location or specifications by Declarant or the Architectural Review Committee, may be based upon any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of the Declarant or Architectural Review Committee shall seem sufficient.
5. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings or grounds on such lot that shall tend to hinder the beauty of the neighborhood. Each lot owner shall maintain the exterior premises of the lot and all improvements thereon in a clean, neat and attractive condition.
6. In the event the owner of a lot permits any underbrush, weeds, et. Cetera, to grow on any such lot to a height above one (1) foot, (except as part of a landscaping plan approved by Declarant or the Architectural Review Committee) and on request fails to have the premises cut within ten (10) days, agents of the Declarant, its successors and assigns, may enter upon said lot and cut and remove the same at the expense of the owner.
7. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste, and such shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
8. No livestock, fowl or animals of any kind shall be raised, kept or bred on any lot, except that cats, dogs and other household pets, may be kept provided they are not kept, bred or maintained for any commercial purpose. However, any such animal must always be under the complete control of its owner and under no circumstances may any animal be permitted or allowed to run loose. If the owner of any such animal allows the animal upon any of the common areas of the subdivision, then said owner shall be responsible for removing and disposing of any waste from said animal.
9. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

10. No sign of any kind shall be erected or displayed to the public view on any lot except a professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or one sign used by a builder and one sign used by a realtor to advertise the property during the construction and sale period.
11. No structure of a temporary character, travel trailer, motor home, camper, etc., shall be used as a permanent residence. No structure of a temporary character, travel trailer, motor home, camper, boat, etc. shall be parked or placed on a regular basis on any street in the subdivision, any common area of the subdivision, or any driveway or yard in the subdivision. Any such temporary structure, travel trailer, motor home, camper, boat, etc., that is deemed unsightly by the Architectural Review Committee, must be hidden from the view of the public.
12. No commercial trucks may be parked, stored or kept within the subdivision. However, this provision is not intended to prevent delivery trucks and moving vans from entering the subdivision for their normal business deliveries and pickups.
13. No fence, wall, hedge or shrub planting that obstructs sight lines at elevations between two and six feet above the roadway shall be permitted along the street property line. No trees shall be permitted to remain along the street property line unless the foliage line is maintained at sufficient height to prevent obstruction of the street.
14. The Declarant reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right, on, over, across and under the ground to erect, maintain and use electric and telephone poles, wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of such other easements as are shown on the recorded plat of Hidden Lake West Subdivision Second Addition. The easements expressly include the right to cut any trees, bushes, shrubs, hedge, etc. and include the right to grade, ditch and any like action reasonably necessary to provide economical utility installation.

III.
DWELLING, QUALITY AND SIZE

1. No dwelling shall be permitted smaller than herein provided.
2. All dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded.
3. The heated and cooled area of the main structure, exclusive of porches and garages, shall be as follows:
 - a. Not less than 1500 square feet for lots 36-44, Block "A"
 - b. Not less than 1,500 square feet for lots 25-65, Block "C"
4. No carport shall be allowed. Each dwelling shall have a garage that is enclosed on all sides.

IV.
COMMON AREAS

1. No child under the age of thirteen (13) shall be allowed in any common area without adult supervision.
2. Jumping from any bridges or walkways is strictly prohibited.
3. There shall be no swimming in the lake.
5. No powerboats of any kind shall be operated on the lake, except electric trolling motors shall be permitted.
6. No live bait, other than crickets and earthworms, shall be used for catching or attempting to catch fish in the lake.
7. No motorcycles, four wheelers, go-carts or other motorized recreational or all-terrain vehicle shall be allowed in the common areas of the subdivision.

V.
ARCHITECTURAL REVIEW COMMITTEE

1. The Architectural Review Committee shall mean and refer to a committee of two or more persons appointed by Declarant, its successors and assigns. The members of this committee may be changed at any time by the Declarant, its successors and assigns.
2. The purpose of this committee is to review all lot improvements for conformance to the community design standards, before, during and after completion of the improvement.
3. All requests for approval shall be submitted in writing to the committee. In the event the Committee fails to approve or disapprove a request within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenant shall be deemed to have been fully complied with.

VI.
HOMEOWNERS ASSOCIATION

1. Declarant shall cause to be formed an association to be known as HIDDEN LAKE WEST HOMEOWNERS ASSOCIATION, with the powers and duties as set forth below. Any purchaser of any lot in the subdivision is deemed to have consented specifically to this provision and does specifically agree to comply with the provisions as set out herein. Every owner of a lot in the subdivision shall be a member of the homeowners association, except that only one membership shall be allowed per lot. Where lots are owned by more than one (1) owner, such owners shall, by written instrument, designate one (1) of such owners to be the sole voting member.
2. "Class A " membership consists of the owners of the lots other than Declarant. Class A members are entitled to one (1) vote per each lot owned.

3. "Class B" membership consists of the Declarant only. Declarant shall be entitled to three (3) votes per each lot owned until such time as the total votes outstanding in Class A membership and Class B membership are equal.
4. The members of the association shall elect a Board of Directors that shall consist of not less than three (3) individuals, each of whom shall be a voting member, and said Board shall be elected at each annual meeting by the members of the Homeowners Association.
5. The Board of Directors of the Homeowners Association shall have the following duties, rights and powers:
 - a. To adopt rules for the regulation and operation of the lake and common areas and to change, modify or adjust, from time to time, the different and various classifications of maintenance fees.
 - b. To levy and collect monthly, quarterly, annual or periodic maintenance fees, against and from owners; to collect delinquent maintenance fees by suit or otherwise; and to collect such other fees as are herein authorized.
 - c. From funds collected, to provide for maintenance, management, insurance and other expenses pursuant to its obligations.
 - d. To lease, acquire and sell real and personal property pursuant to its obligations.
 - e. To enter upon the lots when necessary in connection with the duties outlined in these covenants.
 - f. To enjoin or seek damages from the owners of the lots in the subject property for violation of these covenants or violation of any of the rules of said association.
 - g. To suspend the voting rights and the right to use the common areas of the subdivision by a delinquent owner.
 - h. To perform any task necessary to lawfully carry out these covenants of any of the rules of the association.

VII. MAINTENANCE FEES

1. "Maintenance Fees" shall mean and refer to expenditures made or liabilities incurred by the Declarant, its successors, and assigns, and/or the Homeowners Association, used to promote the recreation, health, safety and welfare of the residents of the subdivision and for the improvement and maintenance of the lake and common areas of the subdivision, or otherwise authorized herein.
2. The owner of any lot by acceptance of a deed for such lot, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Association such maintenance fees that are assessed by the Declarant, its successors and assigns, and/or the Homeowners Association, and agrees that such maintenance fees create a lien on the property.

VIII. MISCELLANEOUS

1. These covenants 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 an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

- 2. In the event any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for Declarant, its successors and assigns, the homeowners association, or any other person or persons owing real property situated in said subdivision, to prosecute any proceedings at law in or in equity against any person or persons violating or attempting to violate any covenant either to restrain violating or to recover damages.
- 3. Invalidation of any one of these covenants, or any part thereof, by judgment or court order shall in no wise effect any of the other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused these covenants to be executed by its proper officers, who have affixed its seal, the day and year first above written.

KILLEWATS, L.L.C.

By: Jamie Killebrew
 Attest: Angel Benton

STATE OF ALABAMA
HOUSTON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that the duly authorized officers of Killewats, L.L.C., whose names are signed to the foregoing document and who are known to me, acknowledged before me on this date, that being duly informed of the contents of said document, they, as such officers executed the same voluntarily for said Killewats, L.L.C.

Given under my hand and seal this 9th day of ^{NOVEMBER} ~~October~~ 2005.

Eve Todd
 Notary Public
 My commission expires: 2-04-07



Development + Engineering
 PO Box 8484
 Dothan AL 36304

Recording Fee	26.00
TOTAL	26.00