

STATE OF ALABAMA, HENRY COUNTY
FILED 03/01/96 AT 11:00 A.M. FOR
RECORD IN BOOK 472-475 Misc.
RECORD NO. 6 MTE. TAX
\$ 11.00 DEED TAX RECORDING FEE
HEREBY CERTIFIED
LAMAR TURNER JUDGE OF PROBATE *Cash*

RESTRICTIONS AND COVENANTS FOR
STONEGATE, A SUBDIVISION
IN THE CITY OF HEADLAND, ALABAMA

STATE OF ALABAMA
HENRY COUNTY

(KNOWN ALL MEN BY THESE PRESENTS) that the undersigned, being the owner of and all parties having any right, title, or interest, in that certain subdivision shown and designated on the map and plat known and designated as Stonegate, and recorded in the Office of the Judge of Probate of Henry County, Alabama, in Town Plat Book 2, at Page 7, hereby impose upon all of the lots of the aforesaid subdivision according to the plat thereof, the following covenants and restrictions:

1. All lots of said subdivision shall be used for residential purposes only. All such residential homes shall be erected, altered, placed or permitted only as provided in the zoning and building regulations of the City of Headland, Alabama.
2. Each main structure residential building, exclusive of open porches, garages, basements and carports, shall not be less than 2,000 square feet on the ground floor of any one story building; nor less than a total of 2,000 square feet in the case of a multistory building.
3. All proposed home plans shall be subject to the review and approval of the subdivision developer.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than minimum building set back lines shown on the subdivision plat or map. For the purpose of this covenant, eaves, steps and open decks, pools or terraces shall not be considered as a part of the building.
5. Storage buildings and/or boat houses, shall be of permanent structure and of same decor as each main structure residential buildings.
6. To the extent of interest of the owner of a lot, the owner of a lot will not erect or grant to any person, firm or corporation the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical or telephone service on said real estates. All electrical and telecommunication lines located upon any lot and property subject to this declaration shall be installed and maintained underground.
7. All structures, landscaping and other improvements upon individual lots shall be continuously maintained by the owner thereof so as to preserve a well kept appearance, especially

along the perimeters of any lot, including a vacant lot. Lots must be kept neat, clean, orderly, free of debris and litter, mowed, and/or trimmed.

8. No lumber, metals, bulk materials (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such a manner so that it cannot be seen from adjacent and surrounding property) refuse or trash shall be kept, stored, or allowed to accumulate on any part of the properties except building materials during the course of construction of any approved structure. Builders must provide dumpsters on the property during the construction period.

9. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of a lot and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of a lot, including undeveloped lots. Owners will be required to keep undeveloped lots safe, neat, clean, orderly, free of debris and liter, mowed and/or trimmed within thirty (30) feet of the front line of said lot parcel and thirty (30) feet of the side line of any corner lot or parcel.

10. No structure of a temporary character, trailer, basement, tent, or shack shall be used at any time as a residence either temporarily or permanently.

11. No chain link fences shall be used. No fence of any type shall be used on the front of any lot.

12. No signs shall be displayed on any lot except that of a real estate company or for sale by owner pertaining to that particular residence.

13. No business is to be operated out of any residence on any lot.

14. Garage openings will not be permitted on the front of any main structure residential building.

15. Parking in street will not be permitted.

16. Parking only on concrete drives or in garages will be permitted. No parking on lawns.

17. No unoperable vehicles shall be stored on any lot.

18. Outside air conditioning units may not be located in the front yard. All outside air conditioning units shall be hidden from view by shrubbery, or other foliage or fence that otherwise satisfies the requirements hereof. No wall or window air conditioning shall be permitted. No plumbing or heating vent



shall be placed on the front side of the roof. All vents protruding tfrom roofs shall be painted the same color as the roof covering.

19. Satellite dishes permitted only in rear of lot or screened by shrubbery or other foliage or fence.

20. No boat, boat trailer, horse trailer, trailer, camper, motor home or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours unless housed in a carport or garage, or otherwise screened so that it cannot be seen from the street or from adjacent and surrounding property.

21. No commercial truck, vehicle, or equipment shall be permitted to be parked or to be stored in open view on any place of any lot. This prohibition on parking shall no apply to temporary parking of trucks and commercial vehicles used for pickup and delivery.

22. No maintenance or repairs shall be performed on any vehicle upon any portion of the property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disassembled vehicles within the property must be completed with four (4) hours from its immobilization or the vehicle must be removed.

23. No clothing or other household fabrics shall be hung in the open on any lot or property unless the same is not visible from any adjoining property or public view.

24. All mailboxes shall be of permanent structure and of same decor as main residential structure.

25. No visible ham radios or radio transmission equipment shall be operated or permitted to be operated on any lot. No television or radio antennas shall be permitted on property.

26. No tree houses shall be permitted.

27. No oil drilling, oil development operations or refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

28. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

29. All exterior finishes on the front of any structure shall be of brick veneer, stone veneer, stucco, or an EIFS (Dryvit, Sto, etc.) or an equivalent permanent exterior excluding only dormers.

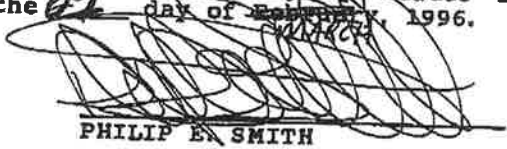
30. All block work on sides of residential structure to be of brick, stone, or a plastered product of same decor as front of residential structure.

31. These covenants are to run with the land and shall be binding on all parties and persons claiming under them unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

32. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages therefor.

33. Invalidation of any one of these covenants by a Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS THEREOF, the undersigned, PHILIP E. SMITH, hereby adopts, ratifies, and confirms the foregoing by hereto setting his hand and seal on this the 02 day of ~~February~~, 1996.

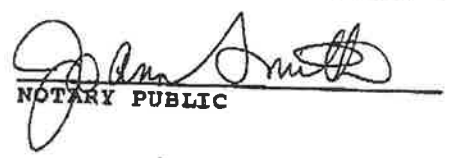

PHILIP E. SMITH

STATE OF ALABAMA
HENRY COUNTY

I, the undersigned, a Notary Public in and for said State, hereby certify that Philip E. Smith, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he executed the same voluntarily on the date the same dears date.

Given under my hand and seal on this the 1st day of ~~February~~, 1996.

March
OK g.s.


NOTARY PUBLIC



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HENRY COUNTY

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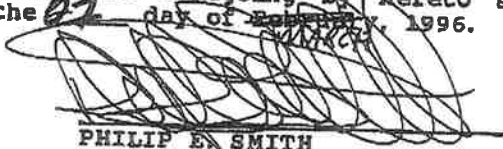
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IN WITNESS THEREOF, the undersigned, PHILIP E. SMITH, hereby adopts, ratifies, and confirms the foregoing by hereto setting his hand and seal on this the 02 day of ~~February~~, 1996.

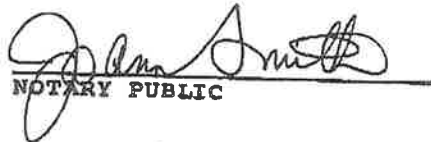

PHILIP E. SMITH

STATE OF ALABAMA
HENRY COUNTY

I, the undersigned, a Notary Public in and for said State, hereby certify that Philip E. Smith, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me this date that, being informed of the conveyance, he executed the same voluntarily on the date the same dears date.

Given under my hand and seal on this the 1st day of ~~February~~, 1996.

March
OK g.s.


NOTARY PUBLIC

