

COVENANTS AND RESTRICTIONS FOR TRACE CROSSING SUBDIVISION

**STATE OF ALABAMA
HENRY COUNTY**

PART A - PREAMBLE AND PURPOSE:

This indenture made and entered into by and between Barnes & Associates Investors, LLC, an Alabama Limited Liability Company, (the "Company") and the purchaser or purchasers of lots or parcels of land in the Trace Crossing Subdivision, a Subdivision in the City of Headland, Henry County, Alabama. Witnesseth:

WHEREAS the Company has had platted and subdivided into the lots and streets as shown by the plat of said land recorded in Plat Book 2, Page 71, in the Office of the Judge of Probate of Henry County, Alabama, and desire to place certain minimum restrictions on the use of said property as to size of dwelling, and other related matters, and in order to properly restrict said property, do hereby covenant and agree as follows:

PART B - AREA OF APPLICATIONS:

- B-1 Fully Protected Residential Area: The residential area covenants in Part C in their entirety shall apply to the entire subdivision.

PART C - RESIDENTIAL AREA COVENANTS:

- C-1 Land Use and Building Type: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two and one-half stories in height. For structures other than main building, refer to C-2.
- C-2 Architectural Control: No storage buildings are to be allowed until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved by the Architectural Control Committee. Approval shall be as provided in Part D. Notwithstanding the foregoing, any such approval will not be granted unless the storage building is out of plain view from the street in front of the building, and they are made of similar construction as the building. No other type building, cabana, swimming pool, fences, walls, TV satellite dishes, basketball goals, clotheslines, or any other structure shall be erected, placed or altered on any lot in the subdivision until the plans, material specifications and plot plan showing the location and design of such buildings or structures have been expressly approved as to conformity and harmony of external design and location with existing structures in the subdivision and as to location of the buildings or other structures in respect to topography and finished ground elevation by the Architectural Control Committee. Approval shall be as provided in Part D.

- C-3 Size and Quality: It is the intention and purpose of the covenants to assure that all dwelling 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. The heated and cooled area of the main structure, exclusive of porches and garages shall be not less than 2,000 square feet on lots one (1) through forty-three (43), and fifty-seven (57) through sixty-two (62) (i.e., all of Phase I of the Trace Crossing Subdivision, lots 24 through 43 of Phase II of the Trace Crossing Subdivision, and lots 57 through 62 of Phase II of the Trace Crossing Subdivision), and 1650 square feet on lots forty-four (44) through fifty-six (56) (i.e., lots 44 through 56 of Phase II of the Trace Crossing Subdivision).
- C-4 Building Location: No building shall be located on any lot nearer than 30 feet to the front lot lines, 30 feet to any side street line, 10 feet to any interior lot lines, or 35 feet to any rear lot line. For the purpose of this covenant, eaves, steps and fireplace chases shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building or a lot to encroach upon another lot.
- C-5 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
- C-6 Nuisance: No noxious or offensive activities shall be carried on upon lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood.
- C-7 Temporary Buildings: No building materials or temporary buildings of any kind or character shall be placed or stored on the property until the owner is ready to commence improvements, and then such material or temporary building shall be placed within the property line of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the street and the property lines. Any such temporary building or structure of any kind shall not be used for other than construction purposes, and expressly such term temporary structure or buildings shall not be used for residential or sales office purposes either during construction or thereafter, and shall be removed immediately upon completion of construction or within one year after such material or temporary building was placed thereon, whichever is sooner.
- C-8 Signs: No sign of any kind shall be 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 six 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.
- C-9 Material Specifications: Each building shall consist of at least 80% brick or stone for exterior wall coverings. The exterior building materials for each building shall be limited to brick, stone, or hardiplank, only. No change in building material shall be visible from street (i.e., front wall brick with side wall hardiplank will not be permitted). No Concrete or stucco-based building shall be allowed in lieu of brick. The front, sides, and rear elevation must be brick from bottom plate line to top plate line. Indention for porch areas, etc. are excluded. No roof pitch is to be lower than 5/12 pitch. Minimum roof pitch for porches shall be 3/12 pitch. Roofing colors are to be limited to shades of brown, gray and black. No skylights or roof windows shall front the street. Each property must have

an architecturally and visually pleasing mailbox constructed of brick or stone. All air conditioning units shall be hidden behind a brick veneer or stone wall. All constructions must be approved by the Architectural Control Committee.

- C-10 Walls and Fencing: No fences shall be installed on any lot without written approval of the Architectural Committee, but in no case shall the fencing be closer to the front street than the back of the house. Any wall visible to the street must be of wood, with the good side facing out.
- C-11 Storage Buildings: No storage building shall be erected or placed upon any lot unless the same be constructed with the same kinds of materials and workmanship as used in the main dwelling. The design, construction, and location of such building shall be expressly approved by the Architectural Control Committee. No portable storage buildings are allowed.
- C-12 Satellite Dishes and Antennas: No towers, conductors, converters, satellite dishes, or other facilities or equipment for the reception of audio or video broadcasts directly from satellites or otherwise shall be maintained on any lot unless the same shall be located directly behind the main dwelling inside a privacy fence and the structure not to exceed eight feet tall; and the design, construction, and location shall be approved in writing by the Architectural Control Committee. No antennae shall be erected or maintained on any lot without the prior written approval of the Architectural Control Committee.
- C-13 Livestock and Poultry: 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. No pet of any sort shall be allowed to run loose in the subdivision. The intention of this restriction is to exclude pets from roaming the subdivision and to prohibit any pet from becoming an annoyance or nuisance to other owners.
- C-14 Disposal of Refuse: No garbage, trash, ashes, refuse, inoperable vehicles (that have been inoperative for more than thirty days), or any waste shall be thrown or dumped on any lot or street in the subdivision as permitted to remain upon any such place. All incinerators or other equipment for the storage of, or disposal of such material, shall be kept in a clean and sanitary condition. Garbage containers will be housed in dwelling areas which will not be visible from the street. If garbage containers are left outside, they will be screened by vegetation or appropriate fencing. No lumber, metals or bulk materials shall be kept, stored, or allowed to accumulate on any lot, except during the course of construction of any approved structure. No harmful or noxious materials shall be stored, either inside any structure, or outside any structure on any lot.
- C-15 Drying of Laundry: No structure or apparatus may be constructed for the outdoor drying of laundry or wash unless such structure or apparatus is enclosed in such a way so that it is not visible to the public or adjoining lot owners from a distance greater than twenty-five feet.
- C-16 Excavations: No excavations, except such as is necessary for the construction of improvements, shall be permitted.

- C-17 House and Travel Trailers: No house trailers or travel trailers are allowed in the subdivision. Motor Homes must remain parked within a privacy fence behind the house.
- C-18 Oil and Mining Operations: No oil drilling, oil development 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 or in 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.
- C-19 Garage/Yard Sales: No garage/yard sale will be permitted unless specifically authorized in writing by the Architectural Control Committee.
- C-20 On Street Parking: The streets shall not be used for parking any vehicle on a regular basis. No camper or recreational vehicle of any sort, boat, or trailer shall be allowed to park on a regular basis on any street, common area, driveway or subdivision. No truck larger than a one-half ton pick up truck shall be allowed to park on a regular basis on any street or driveway in the subdivision. It is the intention of this restriction that all such vehicles and/or boats are properly parked in enclosed garages, so as not to be detrimental to the general appearance of the neighborhood.
- C-21 Garages: Each house shall have a minimum of a two car garage. No carports are allowed. No front entrance garages are allowed. Garage doors cannot face the street without approval of Architectural Control Committee.
- C-22 Sign Distance at Intersection: No fence, wall edge, or shrub planting which obstructs sign lines at elevations between two and six feet above the roadways section of a street property line with the edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such lines.
- C-23 Pools: No above ground swimming pools shall be constructed or erected on any lot in the subdivision. All in ground pools shall be subject to review and approval by the Architectural Control Committee prior to construction of any such pool to determine conformance with set backs, pool enclosures and in keeping with the overall development plan of the subdivision. No hot tub, sauna, or spa shall be erected on any lot without prior approval of the Architectural Control Committee and after submission of design and plan to the Architectural Control Committee for approval.
- C-24 Outside Burning: Outside or open burning of trash, refuse or other material upon any lot is prohibited.
- C-25 Landscaping: The landscape plan must be approved by the Architectural Control Committee prior to any site disturbance. The landscape plan shall indicate the proposed type, location, size, and quantity of all plant materials to be planted on the lot. The Owner must faithfully execute the landscape plan submitted within thirty (30) days after occupancy.
- C-26 Exterior Lighting: Exterior lighting plans must be set forth on the architectural and/or landscape plans for a lot, and must be approved by the Architectural Control Committee. Exterior lighting shall be "environmental type" which directs all light beams downward with no spillover light or glare

emitted off-site and shall be compatible with lighting used on other residential structures within the subdivision.

- C-27 **Machinery:** No machinery shall be placed or operated upon any lot except such machinery as is usual in the maintenance of a private residence.
- C-29 **Maintenance:** Each owner shall keep all lots owned by him, her or it, and all improvements therein or thereon, in good order and repair, including the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.
- C-30 **Existing trees:** Existing trees shall be preserved as much as possible. Removal of any tree larger than 10" in caliper at waist level that does not interfere with driveway or building footprint must be approved by the A.C.C.
- C-31 **Driveways:** Driveways shall be concrete and approved by the A.C.C. Driveways shall be designed to minimize removal of existing trees.

PART D - ARCHITECTURAL CONTROL COMMITTEE:

- D-1 **Membership:** The Architectural Control Committee is composed of Adam K. Barnes and William K. Barnes of Headland, Alabama, and David M. Ritchie of Dothan, Alabama. Any committee member may designate a representative to act on his behalf. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designated representatives, shall be entitled to any compensation for services performed pursuant to this covenant.
- D-2 **Procedure:** All requests for approval shall be submitted in writing to the Committee. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- D-3 **Term:** The powers and duties of the members of the Architectural Control Committee shall cease on or after December 31, 2028. Thereafter, the approval described in these covenants is executed by the then recorded owners of a majority of lots in the subdivision and duly recorded, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised and given herein to the Architectural Control Committee.

PART E - GENERAL PROVISION:

- E-1 **Term of Restrictions:** These covenants and restrictions are to run with the land, and shall be part of all deeds and contracts or conveyances of any and all lots in this subdivision and shall be binding on all parties and all persons claiming under them until December 31, 2028, at which time said covenants and restrictions shall terminate. They may be extended for additional successive periods

of ten years by written and recorded agreement of a majority of the record owners on December 31, 2028, and each successive ten year anniversary date thereafter.

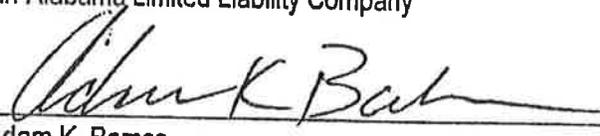
- E-2 Proceedings Against Violators: If any owner, tenant or occupant of this subdivision shall violate or attempt to violate any of these covenants and restrictions while in force and effect, it shall be lawful for any other person or persons having any ownership interest in any lot in the subdivision to prosecute any proceedings at law or in equity against any person violating or attempting to violate such covenants and restrictions and either to prevent them from doing so or to recover damages for such violations. In no event and under no circumstances shall a violator of any covenant or restriction herein contained work a forfeiture of reverter to title.
- E-3 Invalidation of any Covenants: Invalidation of any of these covenants or restrictions by judgment or restrictions by judgment or court order shall in no way affect any other provision which shall remain.
- E-4 Attorney Fees and Court Costs: If the party attempting to enforce these restrictions shall prevail in any proceeding at law or at equity, such party shall be entitled to recover reasonable attorney fees and court costs, which will be assessed against the party which is found to be in violation of such restrictions.
- E-5 Abatement or Removal of Violations: Violations of any restrictions or covenant shall give the Company or its duly designated representative the right to enter upon the property where such violations exist and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass.
- E-6 Deed Restrictions: The Company, its successors, or its designated representative, may make other restrictions applicable to each home site by appropriate provision in the contract for deed or in any deed without otherwise modifying the general plan herein outlines, and such other restrictions shall inure to the benefit of other owners of home sites in the subdivision and shall bind the grantees and their respective heirs, successors, or transferees in the same manner as though they had been expressed herein.
- E-7 Property Owners Organization: The developer of this subdivision, Barnes & Associates Investors, LLC, at its sole discretion, may cause to be organized a non-profit corporation of property owners to provide an effective means to obtain an adherence to these protective covenants and as a device for maintaining the character and long range value of this development. If such a corporation is started, the Architectural Control Committee and/or Barnes & Associates Investors, LLC, may transfer some or all of its duties hereunder to such corporation.
- E-8 Amendment by Owners: These covenants and restrictions may be amended by an instrument executed by 75% of the property owners recorded in the public records of Henry County, Alabama, a copy of which shall be furnished to the Company or the Home Owners Association, whichever is applicable.
- E-8 Waiver of Liability: Neither the Architectural Control Committee, the Company, nor any architect nor agent or employee thereof, shall be responsible in any way for the failure of structures to comply with the requirements of this covenant and restriction, nor for any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying

thereon or benefiting therefrom. All owners agree not to sue or submit a claim against the entities and persons referred to in this paragraph for any cause arising out of the matters referred to in this covenant and restriction and further agree to and do hereby release said person and entities from any and all liability regarding or in any way associated with these covenants and restrictions.

E-9 No Waiver: The failure of any party entitled to enforce any of these covenants and restrictions shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such violation or breach occurring prior to or subsequent thereto; provided, however, that approval of plans pursuant to these covenants and restrictions shall be binding on any an all parties as a conclusive determination that such plans are in conformity with these covenants and restrictions.

Done this the 20 day of June 2006.

Barnes & Associates Investors, LLC
An Alabama Limited Liability Company



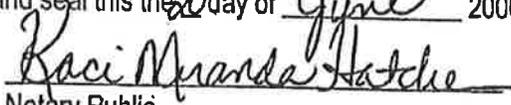
Adam K. Barnes
Member and Manager


Witness

STATE OF ALABAMA
HOUSTON COUNTY

I, the undersigned authority in and for said County and State, hereby certify that Adam K. Barnes, as Manager of Barnes & Associates Investors, LLC, signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, that being informed of the contents of said instrument, he on behalf of such company with full authority, executed the same voluntarily for and as the act of said Barnes & Associates Investors, LLC.

Given under my hand and seal this the 20th day of June 2006.



Notary Public
My Commission Expires: 3-28-10