

Recording Fee 33.00
TOTAL 33.00

RLPY 2005 36287
Recorded In Above Book and Page
05/18/2005 02:20:57 PM
JIMMY STUBBS
PROBATE JUDGE
Elmore County AL

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHARLESTON PLACE, PLAT 1, 75 FT. LOTS ONLY

CHARLESTON PLACE DEVELOPMENT, L. L. C., an Alabama Corporation, the owner of the real property embraced within the subdivision known as CHARLESTON PLACE SUBDIVISION, PLAT 1, recorded at Plat Book 15, page 75 & 76, in the Office of the Judge Of Probate, Elmore County, Alabama, hereby impose the following Protective Covenants, Conditions and Restrictions upon the property embraced in said Plat, the same to run with the title to the land and to be enforceable in law or equity.

These Covenants and Restrictions are to run with the title to 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 recording of these Covenants, Conditions and Restrictions, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each unless as instruments 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 one (1) vote collectively such that there is one (1) vote per lot. Invalidation of any one of these covenants by judgement 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 of the lots in this subdivision shall be residential lots and 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 that an attached private garage or carport for not more than two (2) automobiles may be located on the lot.
2. **DWELLING SIZE.** The ground floor living area of the main structure shall not be less than 1,700 square feet of heated and cooled space for a one (1) story dwelling and shall not be less than 1,000 square feet heated and cooled space for a one and one-half (1-1/2) or for a 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.** Out buildings, other than garages, may be a pre-fabricated structures as long as they are constructed on the exterior with a masonite, brick, or similar materials and located on a concrete slab. 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 of any type, prefabricated home, modular home, outbuilding, or any temporary structures shall be occupied or used as a residence. Any main dwelling structure

- which does not meet the requirements of Paragraph 2 hereof shall be considered a temporary structure.
5. **COMPLETION OF CONSTRUCTION.** All construction, once begun, must be pursued with due diligence.
 6. **FENCES.** Vinyl coated chain link fences are prohibited except on rear lot lines and side lot lines from the 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 fences facing or visible from a street shall be six(6) foot fence made of cedar or cypress wood (NO PINE) or white vinyl fencing. The finish side of the closure fence shall be visible to the street or streets. All fences shall be approved by the Architectural Review Committee prior to installation and drawings and specifications of the proposed fence shall be submitted to the Architectural Review committee for its consideration prior to construction.
 7. **SUBDIVISION OF LOTS.** No lot shall be re-subdivided into smaller lots nor conveyed or encumbered in any less than the dimensions of the lot as shown on the original recorded plat of record, except by and for CHARLESTON PLACE DEVELOPMENT, L.L.C. without consent of homeowners or lot Owners. SEE NOTATIONS ON RECORDED PLAT, LOTS 60-61-62.
 8. **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 by and for CHARLESTON PLACE DEVELOPMENT, L.L.C. may grant or dedicate temporary or permanent easement or rights-of-ways for street in connection with the development of adjacent property. SEE NOTATION OF RECORDED PLAT LOTS 60-61-62.
 9. **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat on each lot. These 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, or person or entity having an interest in the easement for the purpose of using or maintaining the easement areas.
 10. **SIGNS.** No billboards 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.

11. **MAILBOXES.** Mailboxes with a common design, as selected by the Architectural 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 Architectural 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.
12. **TELEVISION SATELLITE EQUIPMENT.** Satellite dishes are restricted To black mesh and shall be placed only in the center 1/3 of REAR YARDS, Shall not exceed six (6) feet in height, and shall not be visible from the street. No satellite dishes shall be affixed to a structure except on the rear of the structure and shall not be visible from the street.
13. **PARKING AND STORAGE.** No construction trucks, tractors, excavating equipment, boats, or trailers of any discription, etc. , 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 TRAILERS, MOBILE HOMES, BOATS OF ANY TYPE, OR SIMILAR STRUCTURES SHALL BE LOCATED IN THE SUBDIVISION EXCEPT IN THE REAR OF THE HOME AND CANNOT BE SEEN FROM THE STREET AND SHALL NOT TEND TO DECREASE THE BEAUTY OF THE SPECIFIC AREA OR NEIGHBORHOOD AS A WHOLE.**
14. **CARE OF BUILDING AND GROUNDS.** Each lot owner shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on a lot which shall tend to decrease the beauty of the specific area or neighborhood as a whole.
15. **NUISANCES.** Noxious or offensive activity shall not be conducted on any lot and nothing shall be done on any lot which may be or may become an annoyance or nuisance to the neighborhood.
16. **GARBAGE AND REFUSE DISPOSAL.** No rubbish, trash, garbage or other waste shall be kept on any lot, except in sanitary containers, provided by a government agency or commercial company and kept out of sight from the street, except during the development stage or building stage. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and be emptied on a reasonable schedule.
17. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any

- kind shall raised, bred or kept on any lot, except that domesticated dogs and cats may be kept as house pets provided they are not maintained for commercial purposes and do not become a nuisance to the neighborhood.
18. **OPEN FIRES.** There shall be no open burning of trash, rubbish, grass, brush, tree limbs, or other matter, except during the development stage or building stage and within the "Burning Ordinance" of The City of Millbrook " and The State of Alabama.
19. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall 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.
20. **SIGHT DISTANCE AT INTERSECTIONS.** No fence, wall, hedge or shrub plantings, or any other object which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on an lot which interferes with the sight or safe use of streets. No tree shall be allowed to remain within such distances of such intersections unless the foliage line is trimmed and maintained at a sufficient height to prevent obstruction of such sight lines.
21. **ARCHITECTURAL REVIEW COMMITTEE.** No dwelling, outbuilding, or structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure (site plan) have been approved in writing by the Architectural Review Committee before a Building Permit can be applied for or issued by The City of Millbrook, Alabama. The Architectural Review Committee shall initially consist of Bobby N. Cleland and John D. Cleland and either member shall have the authority to give or deny any required approval. A member of the Architectural Review Committee may resign his or her position by filing an affidavit in the Office of the Judge of Probate of Elmore County, Alabama, indicating his or her decision to forfeit and relinquish his or her architectural control authority. If all members of the committee resign their position on the Architectural Review Committee, then the vacancy may be filled by a majority vote of all lots with each lot having one (1) vote.
22. **ENFORCEMENT.** A. Enforcement of the covenants, conditions and restrictions shall be by proceeding at law or in equity against the person or persons violating or attempting to violate them, either to restrain the violation, to recover damages or both.
- B. In the event any of these Covenants, Conditions and Restrictions are violated, the owner shall be given a letter of explanation. If the infraction is not corrected within thirty (30) days, then Charleston Place Development, L.L.C., another lot owner, OR a homeowner Or a homeowner's Association, if one exist, can pursue legal redress at the full expense with all costs, including Attorneys fees, to be paid by the offending lot owner.

WHEREFORE, these covenants, conditions and restrictions are imposed and adopted by CHARLESTON PLACE DEVELOPMENT, I.L.C., an Alabama Corporation on this 10th day of January, 2005 and these covenants, conditions and restrictions are executed by BOBBY N. CLELAND, MANAGING MEMBER OF CHARLESTON PLACE DEVELOPMENT, L.L.C. with full authority and as the act of and on behalf of said Corporation.

CHARLESTON PLACE DEVELOPMENT, L.L.C.

BY: Bobby N. Cleland
Bobby N. Cleland, Managing Member

STATE OF ALABAMA }
COUNTY OF MONTGOMERY }

I, THE UNDERSIGNED AUTHORITY, A Notary Public in and for said County and State, do hereby certify that Bobby N. Cleland, whose name as Managing Member of Charleston Place Development, L.L.C. an Alabama Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 10 day of January, 2005.

(NOTARIAL SEAL)

Keri Ward
NOTARY PUBLIC
MY COMMISSION EXPIRES: 8.9.2006

