

STATE OF ALABAMA  
ELMORE COUNTY

RLPY 2016 38687  
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JOHN E. ENSLEN  
PROBATE JUDGE  
Elmore County, AL

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS**

**FOR**

**HEARTH HAVEN PLAT NO. 2**

Recording Fee  
TOTAL

21.00  
21.00

**Plat Book 26 Page 21**

Margate Landing, LLC, being the sole owner of the real property embraced within the subdivision known as Hearth Haven Plat No. 2, recorded at Plat Book 26, Page 21 in the Office of the Judge of Probate, Elmore County, Alabama, hereby imposes the following Protective Covenants 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 and equity.

1. **LAND USE:** All lots in this subdivision shall be known and described as residential lots and shall be used for single family residential purposes with only one residence per lot permissible. No lot shall be further subdivided so as to create additional lots. Subdivision is allowed, however, to increase or decrease the size of the lots in such subdivision if no additional lots are created by such subdivision.
2. **RESIDENTIAL UNIT SIZE:** Each residence shall have a minimum square footage of air-conditioned and heated living area of at least 1,250 square feet. In case of a two story structure, the ground floor shall be a minimum of 1,000 square feet of air conditioning and heating area, exclusive of open porches, attached garages, carports or other non-living areas.
3. **BUILDING LOCATION:** No building shall be placed nearer than the building line shown on the plat and all structures placed or erected on each lot must comply with all municipal zoning rules and regulations in effect at the time of construction or erection.
4. **ARCHITECTURAL CONTROL COMMITTEE:** No residence or other building shall be constructed, erected, placed or altered on any lot until construction plans and specifications and a plat showing the location of the structure have been approved by the Architectural Control Committee. All such details must be furnished to such Committee a minimum of 7 days prior to beginning such work. See Item 21 below for further details.

5. **OUTBUILDINGS:** Detached garages are not allowed. Other outbuildings may be placed or constructed on a lot; however, all outbuildings must be approved in advance by the Architectural Control Committee and must be located in the rear yard only and be of good quality materials, good appearance and design.
6. **MOBILE HOMES OR TEMPORARY STRUCTURES:** No modular homes, double-wide homes, prefab homes, house trailers, tents, mobile homes or similar structures or outbuildings shall be placed or allowed on any lot either temporarily or permanently.
7. **FENCING:** Fences are to be constructed of wood only and are not to extend forward past the rear corners of any residence and must be approved in advance by the Architectural Control Committee. All fencing shall be a minimum and maximum height of six feet.
8. **GENERAL APPEARANCE:** Unsightly and/or hazardous conditions shall not be allowed. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions of buildings and/or grounds of each respective lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.
9. **NUISANCES:** No noxious or offensive trade or activity shall be conducted upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance in the neighborhood.
10. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other normal or common household pets may be kept provided that they are not kept, bred or maintained for commercial purposes, provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or neighborhood.
11. **OIL AND MINING OPERATION:** No oil or gas drilling or mining operation of any kind shall be permitted on any lot.
12. **BILLBOARDS:** No billboards or other advertising device shall be erected or permitted on any lot, nor shall anything be done or permitted on any lot which will deface or mar the natural beauty thereof, except that temporary "FOR SALE" or construction signs which do exceed 3' X 2' in size will be temporarily allowed on a lot.
13. **RECREATIONAL VEHICLES:** Recreational vehicles, boats, boat trailers, horse trailers, campers, travel trailers, motor homes or similar vehicles are not allowed to be stored either temporarily or permanently on any lot.

14. **SATELLITE DISHES:** Satellite dishes are allowed, but must be roof mounted or placed in the rear yard only.
15. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
16. **EXTERIOR LIGHTING:** Any exterior lighting not attached to the residence shall be by underground service only and must comply with the Electric Codes in effect in the City of Wetumpka at the time of installation.
17. **MAILBOXES:** All mailboxes shall be constructed and located according to plans and specifications approved by the Architectural Control Committee or shall be purchased through the Committee. All original mailboxes or replacement mailboxes in the subdivision shall be of like kind and design as approved by the Architectural Control Committee.
18. **EASEMENTS:** All easements for installation and maintenance of utilities and drainage facilities are reserved as written on the plat. The granting of the easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easement.
19. **RIGHT OF WAY EXCAVATION:** Should there be any excavation or disturbing of any road right of way during construction, such right of way shall be graded, seeded and re-established at the conclusion of construction of the residence. This responsibility shall be the responsibility of each lot owner and the owner's contractors.
20. **WAIVERS:** Margate Landing, LLC hereby reserves unto itself and its successors and assigns, until such time as the last lot within the subject subdivision has been conveyed by deed from Margate Landing, LLC to another party, the right to waive any violation of these restrictions and covenants by recorded written instrument upon determination that the violation waived is minor, does not substantially adversely affect the value, utility or enjoyment of any other lot in said plat and does not constitute a safety hazard to anyone. This reserved right also relates to the relocation of lot lines and boundaries, and any matters appearing on that certain plat to which these restrictions and covenants apply.

21. **THE ARCHITECTURAL CONTROL COMMITTEE:** The architecture of any house to be erected on said lots in addition to the square foot limitations contained above shall be generally in substantial harmony and conformity with the general prevailing type architecture in the vicinity. No building or addition thereto, or fence, or ancillary structure shall be erected, altered or placed on any lot until and unless the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the Architectural Control Committee, hereafter referred to as ACC. In all respects, the ACC shall be comprised of not less than one (1) individual as designated by Margate Landing, LLC, or its successors and assigns. The ACC must approve any and all construction and improvements on each lot within the plat herein set out, including building and landscape plans for the individual lots. Each request for approval must be accompanied with two (2) sets of plans for the proposed construction, renovation, improvements, or other action requiring ACC approval. One set will be retained by the ACC and one set will be returned to the builder or lot owner. The ACC will establish its own requirements, procedures, policies and schedules which shall be available, upon request, to owners, their architects and builders. All approvals by the ACC must be in writing and signed by one member of the ACC. The declarant may assign the duties of the ACC or dissolve the ACC at such time that the residential development is substantially complete. Should the ACC fail to approve or reject the plans and specifications as submitted within thirty (30) days, then the same shall be deemed to have been approved and the owner or builder seeking such approval shall be entitled to proceed with construction as if approval was given.
  
22. **HOMEOWNERS ASSOCIATION:** A Homeowners Association known as the Hearth Haven Homeowners Association has been established. The Declaration establishing such Homeowners Association is recorded at Rlpy Book 2013 at Page 61925. Such Association is responsible for maintenance of the Common area shown on the Plat of Hearth Haven Plat No. 1 and Hearth Haven Plat No. 2 identified as "Storm Drainage Detention Basin." By the purchase of a lot in Hearth Haven Subdivision Plat 1 or Plat 2, the owners of such lots shall become members of such Association and shall be subject to the rules, regulations and bylaws of the Association.
  
23. **COVENANT ENFORCEMENT:** These protective covenants may be enforced in law or in equity by any affected party who shall be entitled to recover all costs of enforcement including a reasonable attorney's fee if such enforcing party prevails in such action. The Developer and/or the Architectural Control Committee shall be entitled but not obligated to enforce these covenants.
  
24. **HEADING AND CAPTIONS:** The Headings and Captions herein are for convenience only and are not to be interpreted as extending or limiting these covenants and restrictions.

SEE ATTACHED PAGE FOR SIGNATURES

IN WITNESS WHEREOF the undersigned, Margate Landing, LLC, has hereunto set its hand and seal and does hereby adopt the foregoing Declaration of Covenants, Conditions and Restrictions on this the 10<sup>th</sup> day of August, 2016.

Margate Landing, LLC



By: Paul Pemberton  
Its: Authorized Member

STATE OF ALABAMA  
COUNTY OF ELMORE

I, the undersigned authority, a Notary Public in and for said State of Alabama at Large, hereby certify that Paul Pemberton whose name as Authorized Member of Margate Landing, LLC, is signed to the foregoing document and who is known to me, acknowledged before me that, being informed of the contents of said document, he, in such capacity as such Authorized Member and with full authority, executed the same voluntarily for and as the act of Margate Landing, LLC.

GIVEN under my hand and seal this the 10 day of August, 2016.

  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-8-2017

THIS DOCUMENT PREPARED BY:

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