

BUILDING AND USE RESTRICTIONS  
FOR  
GRAND POINTE SUBDIVISION  
AS RECORDED IN  
MAP BOOK 5, PAGE 72,  
OFFICE, JUDGE OF PROBATE,  
CHILTON COUNTY, ALABAMA

THAT, WHEREAS, the undersigned, Rex B. Hall and others, hereinafter referred to as owners of all the lots in Grand Pointe Subdivision, a map of which is recorded in Map Book 5, Page 72, in the Probate Office in Chilton County, Alabama.

WHEREAS, the undersigned owners are desirous of establishing restrictions and limitations applicable to all lots owned by the undersigned in said subdivision as recorded.

NOW, THEREFORE, the undersigned owners do hereby adopt the following restrictions and limitations which shall be applicable to all the lots in said subdivision, as recorded, said restrictions are as follows:

1. The premises are conveyed and shall be used exclusively for residential purposes and no more than one single family dwelling house may be erected on each residential lot nor more than one other building for garage or storage purposes in connection therewith. In addition thereto, a boathouse is permitted to be erected on said lot or added to the lot and it shall be constructed out of the following materials and must be neat in appearance. The boathouse material shall be either wood, rock, brick, block or pre-finished aluminum siding and in the event block is used for this construction, it is required to be painted on the exterior. In no instance shall tin or fiberglass be allowed for an exterior material on the boathouse. The roof must be covered with a composite roof.

2. Building shall be neat in appearance and no building structure shall be removed, constructed or erected on the premises that may be considered detrimental to the development. Wood exteriors shall be stained or painted with two coats of paint or stain. Concrete block exteriors shall be prohibited.

3. No outside toilets shall be allowed and sanitary arrangements must comply with State and local laws for sanitation.

4. No residence of less than 1600 square feet of heated and air-conditioned area on the first floor shall be erected or constructed on any lot which has water frontage or water line touching one or more of its boundaries. No residence of less than 1,000 square feet of heated or air-conditioned area on the first

floor shall be erected or constructed on any other lot which does not have water frontage.

5. There shall be no building porch or projection extending nearer than 40 feet from the front line of any lot or within 20 feet from the property line of any abutting property owner or within 75 feet of the 397 foot contour line or water front, unless the natural terrain indicates an exception should be made and in that instance, the owner has a right to waive or amend this restriction.

Subject to the right to install and service electric lines, telephone lines, gas and water mains, over and upon any and all lots, streets, right-of-way, beaches or recreation areas or the right to license or permit the same to be done.

7. Subject to the right to locate and install drains where necessary and to cause or permit drainage of surface waters over and/or through any of the aforesaid lots.

8. No animal or fowl shall be kept or maintained on said property, but nothing herein shall be construed to prevent or prohibit the owner from keeping a dog or cat as a domestic pet.

9. House trailers shall be prohibited on any lots and temporary structures of any type will be prohibited without special permission from owners or assigns.

10. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the direction and with the written consent of owners or their successors or assigns.

11. Any and all of the foregoing covenants, terms, conditions, restrictions, and limitations can be altered, changed, cancelled, or amended at any time by owners or their successors or assigns and without the consent of any of the grantees or subsequent purchasers of any of said lots.

12. These restrictions shall be considered as covenants running with the land and shall bind the purchaser and his heirs, executors, administrators and all future assigns of said premises or any part or parts thereof.

13. The exterior finish and general clean up of constructions must be completed within one year after starting construction of cottage. No out building, building or residences shall be erected or begun on said property without plans, specifications, architectural designs, grades and location therefor having been first submitted to and approved in writing by owners or their successors or assigns.

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Thomas W. McEwen  
THOMAS W. McEWEN

CORDA D. McCALL  
CORDA D. McCALL

John C. Trimm  
JOHN C. TRIMM

STATE OF ALABAMA

CHILTON COUNTY

The above constitute the owners of all the lots as referenced and described on Map Book 5, Page 72, Grand Pointe Subdivision, Office, Judge of Probate, Chilton County, Alabama.

This the 18th day of May, 1988.

Sibley Reynolds  
SIBLEY REYNOLDS  
ATTORNEY FOR DEVELOPER

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14. No lot shall be sold or used for the purpose of extending any public or private road, street or alley, or for the purpose of opening any road, street or alley except by prior written consent of said owners, their successors and assigns.

15. No area outside the residential building will storage of appliances, building materials, etc. not to be used in 30 days be permitted.

16. Vehicles that are not capable of moving under their own power shall be permitted in the subdivision. All vehicles in the subdivision or parked on a residential lot shall be licensed.

17. Fencing other than decorative fencing shall be discouraged. All fencing perimeter lines must be approved by the owner prior to the construction.

18. It is agreed that a road maintenance co-operative shall be formed for the purpose of maintaining the access to Grand Pointe Subdivision, Phase V and that the dues from said co-operative shall maintain the road and dues shall be accessed according to the number of lots owned in said subdivision.

Invalidation of any one of these covenants by judgment or Court Order shall, in no way, affect any of the other provisions and they shall remain in full force and effect.

Rex B. Hall  
REX B. HALL

Fred L. McCord  
FRED L. McCORD

Priscilla A. McCord  
PRISCILLA A. McCORD

Diana Coshatt  
DIANA COSHATT

Mike Coshatt  
MIKE COSHATT