



97205 079
Brigadoon
P.O. BOX 997
ATHENS, ALABAMA 35612

60319

STATE OF ALABAMA)
LIMESTONE COUNTY)

BRIGADOON PROTECTIVE COVENANTS

The undersigned, Brigadoon Land Development, Inc., being the owner of all the property embraced in the subdivision shown on the map and plat prepared by Dunivant Engineering, Inc., known and designated as Brigadoon West, Phase I, located in Limestone County, Alabama, and recorded in the office of the Judge of Probate of said county in Plate Book F at Page 203, hereby imposes on all of the lots in said plat the following covenants and building restrictions.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then record owners of the lots, it is agreed to change said covenants in whole or in part. The term "Record Owners" shall not include mortgagees.

A. "If any owner, or person in possession, of any lot or lots within the subdivision, shall violate or attempt to violate any of the covenants herein, any other person owning any lot or lots of said subdivision may bring a proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants to restrain or enjoin such person or persons from so doing or to recover damages for such violations or both."

REC'D: 5/21/74
LIMESTONE COUNTY
SHERIFF'S OFFICE
WINDORS

REC'D: 5/21/74
LIMESTONE COUNTY
SHERIFF'S OFFICE
WINDORS

(a) All of said lots shall be used exclusively for single family residential purposes.

"Family" shall mean one or more persons related by blood, marriage, or adoption and living as a single nonprofit, noncommercial housekeeping unit. This shall not be deemed to exclude in

residence child care, domestic help, or medical care personnel.

(b) No trade, business, or commercial activity of any kind or character shall be conducted upon or permitted upon any said property, which is intrusive in any way to the general neighborhood, or invites additional traffic, or in any way alters the quiet, peaceful, and secure residential environment of Brigadoon West, Phase I.

II

(a) Only one (1) detached single family residential dwelling shall be erected, constructed, altered, placed or permitted to remain on any lot.

(b) No building or structure shall be erected, constructed, altered, placed or permitted to remain on any lot other than one (1) accessory building, and one unenclosed boat shelter and pier. "Accessory building" means subordinate building, the use of which is incidental to and directly related to the use of said dwelling for single family residential purpose. No sleeping, living, or cooking quarters will be permitted within any boat shelter. Any such accessory building or water use facility may not be constructed prior to construction of a single family residence. No accessory building or portion of the property may be leased or rented except as a part of the entire premises including the single family residence. No accessory building may be located nearer to the waterfront than the main dwelling.

III

i. (a) All single family dwellings must contain a furnished living area, exclusive of basement, accessory buildings, garages, terraces, porches and the like of at least 2500 square feet with at least 2000 square feet on the main floor which must be totally above ground. No dwelling, garage, or accessory building may exceed to two (2) stories in height, excluding basements.

(b) A garage large enough to accommodate two standard size automobiles must be constructed for use with each single family dwelling and such garage must be at least twenty-four (24) feet wide, with a total floor space of at least 500 sq. ft. 1

(c) The exterior siding of all dwellings, detached garages and accessory structures must be of natural woods, clay-based brick, drivit type material or natural cut stone or such siding as is approved by the Architectural Control Committee. The use of asbestos, aluminum, vinyl, exterior siding is prohibited. Foundations are not included within the definition of "exterior siding." Concrete blocks may be used for foundations provided they are covered with brick or stone veneer, concrete, plaster, or drivit. Boat shelter must be open and is required not to have any siding. Plans for such open boat shelters must meet with the approval of the Architectural Control Committee, as well as appropriate permits from TVA and the U.S. Army Corps of Engineers or other regulatory authorities.

(d) In no event may manufactured or prefabricated buildings or structures be erected, placed, constructed, or allowed to remain on any lot or on said property.

(e) All driveways shall be of hard surfaces, such as concrete, asphalt or brick, or such other surface as may be expressly authorized in writing by the Architectural Control Committee or its designated representative and shall be of a minimum width of 10 feet hard surface.

IV

No dwelling or accessory structure or detached garage shall be located nearer than fifty (50) feet to any front (roadside) lot line (or nearer to said roadside lot line than may be allowed by the County of Limestone by its standard set back line, (whichever is greater), or nearer than Fifty (50) feet to the 560' contour line of Lake Wheeler's primary shoreline, or rear of lot as the case may be, or nearer than fifteen (15) feet to any side lot line, or upon any easement shown on

individual lot plat.

V

No dwelling, garage, boat shelter, pier, accessory structure, fence, wall, mailbox, swimming pools, tennis court, satellite dish or antenna or any other structure shall be placed, commenced, erected, constructed, maintained or built upon any lot, nor shall any exterior addition to, or change, or alteration therein be made until the plans and specifications showing the nature, shape, kind, color, height, materials, and location of same shall have been submitted to the Architectural Control Committee and approved by it or its designated representative in writing as to harmony of external design and materials and location in relation to surrounding dwellings, accessory structures and other permitted structures and topography. Satellite dishes of more than 1.5 meter in diameter are prohibited. Above ground swimming pools are prohibited. Notwithstanding compliance with the other specific provisions contained in these covenants concerning design, materials, size and location of structures, the Architectural Control Committee is given the express and absolute authority and power, in its sole discretion, to disapprove the proposed plans, location or specifications upon any grounds herein set forth or otherwise, including but not limited to purely aesthetic considerations, which in the sole discretion of the Architectural Control Committee are deemed sufficient. In arriving at a decision as to the approval or disapproval of location of any proposed addition to specific requirements as to location herein set forth, the Architectural Control Committee will consider, location of structures so that a maximum amount of view and breeze will be available to each dwelling; location of structures with regard to topography of each building site, taking into account the height of hills, the locations of large trees and similar considerations. Over and above the specific requirements as to location herein set forth, the Architectural Control Committee shall have the right to control

absolutely and solely decide the precise site and location of any dwelling, garage, accessory structure, fence, boat shelter, pier, or other structures on or appurtenant to any building site or lot. One (1) copy of the plans and specification must be furnished to the Architectural Control Committee and its approval in writing obtained before the commencement of construction or site preparation. In the event the Architectural Control Committee or its designated representative fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with. The "Standard Southern Building Code" (SSBC), shall be the guide lines for the Architectural Control Committee as to quality of material and workmanship of construction. Disapproval of any portion of the plans and specifications within thirty (30) days shall constitute a disapproval of the entire plans and specifications and the Architectural Control Committee shall have an additional thirty (30) days to act when plans and specifications are resubmitted after any disapproval.

When the construction of any building is started, work thereon must be prosecuted diligently and must be completed within a reasonable time and the construction of any building must be completed within twelve (12) months. All debris from clearing of any lot for construction or construction debris must be transported and discarded outside of said subdivision. All site preparation and/or excavation activity must comply with E.P.A. best management practices.

VI

No tree measuring 6" in diameter, two (2) feet above ground level may be removed without the prior written approval of the Architectural Control Committee unless said tree is

located within fifteen (15) feet of the approved site for dwelling house or any other permitted structure or a driveway thereto.

VII

The owner of each tract shall be required to provide a screened storage area for garbage cans or bags or to provide underground garbage receptacles or similar facilities in accordance with reasonable standards to be established by the Architectural Control Committee.

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 of such material shall be kept in a clean and sanitary condition.

VIII

No trailer, mobile home, barn, tent, busbody, shack, basement or other similar outbuilding or structure or device shall be placed on any lot, either temporarily or permanently for any reason, provided however, during the construction phase of a dwelling or any other approved improvement, such temporary structure may be permitted during the construction phase only with the express prior written consent of the Architectural Control Committee or its designated representative.

No boat, truck, trailer or any structure or vehicle of a temporary or mobile nature, other than a passenger vehicle shall be regularly parked, stored or exhibited on any lot in any manner that would be conspicuous or offensive to the neighborhood. Nothing in this covenant shall be construed to alter modify the provisions of covenant number VIII.

IX

It shall be the responsibility of each owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on any lot which shall tend to decrease the

X

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done therein tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, animals, stables, device, or thing of any sort, the normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant or as may diminish or destroy the enjoyment of other property in the area by the owners there of.

XI

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 commercial purposes. Not more than two (2) pets may be kept on any lot. No owner shall keep or maintain any pet or animal that has vicious propensities or that becomes a nuisance to the neighborhood. All pets shall be confined within the owner's lot when not on leash.

XII

No sign of any kind (except as may be required by legal proceedings) shall be displayed to the public view on any lot except two (2) professional signs of not more than four (4) square feet each advertising the property during the construction and sale period. The subdivision developer may have one (1) large sign thirty (30) feet by fifteen (15) feet (30' x 15') advertising the subdivision. All signs must be approved as to size color, content, and location by the Architectural Control Committee.

XIII

The use of houseboats, cruisers and other types of water conveyances that are regularly docked at any of the property as a permanent residence is expressly prohibited. Furthermore, no boat docked at any of the property, no matter how temporary the stay there, may use a toilet that evacuates raw, untreated sewage into the water. The toilet for a temporary boat docked at any of the property must have as a minimum standard of sanitation, a toilet that micro pulverizes and then effectively chemically treats all sewage before ejection into the water. The shoreline shall in no way be used as rental docking space or for any other commercial endeavor. Neither shall it be used as a regular docking space for other than the owner, except the property owner may allow docking by friends and provided further that the boats of said friends, if equipped with toilets, meet the above requirements. It being the purpose and intent of this covenant to prohibit and prevent the systematic dumping of sewage and waste into the waters abutting the property covered by these covenants.

XIV

Perpetual easements are reserved for utility installation and maintenance as shown on the recorded plat of subdivision.

All utility lines, including power, telephone and TV cable, shall be placed underground, including the lines servicing each individual dwelling, and no over-head utility lines shall be permitted in the subdivision. Security lights or street lights must be approved by the Architectural Control Committee.

XV

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations over three

(3) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

XVI

No storage tanks of any kind shall be permitted above ground. Underground tank service devices (i.e. - gauges, valves, plumbing, etc.) which protrude above grade level shall be suitably screened from view beyond lot lines.

XVII

No clothes lines or drying yards shall be permitted. No garbage incinerators shall be permitted.

XVIII

No wire cyclone fence, chain link, chicken wire, barbed wire, or similar fencing wire, tree house or like structure shall be permitted at the front of any lot nearer to the street than the backside of the house, and no such fence, wall, other fence or tree house or like structure to be built on any lot shall be erected only after obtaining the approval in writing of the Architectural Control Committee.

Material and construction must be in such a manner so as not to obstruct the adjacent property owner's view of that portion of the lake and water front which but for said fence or structure would be visible from such adjacent lot or lots.

XIX

None of the said tracts nor any part thereof shall be used as a roadway, footpath, trail or access way of any kind to provide any person or persons with access or entry to Lake Wheeler, other than the owner of said tract, his or her family and their bona fide guest, except easements that are especially and specifically granted in writing to the respective owners hereof.

XX

The Architectural Control Committee shall consist of at least two (2) members and not more than five (5) members. The initial committee shall consist of:

James W. Christopher

Teresa A. Hilliard

Except as hereinafter provided, any approval required by the Architectural Control Committee may be executed by a representative designated by the Committee. The committee shall serve until they shall resign or be removed by death and the then remaining member or members shall have full authority and power to designate a successor or successors in any such case. At any time, the then record owners of 75% of said lots shall have the power through a duly acknowledged instrument to change the membership of the Architectural Control Committee or to withdraw from the committee or restore to it any of its powers or duties.

During the life of these "Protective Covenants" it may become prudent to make modifications to the covenants. At the sole discretion of the Architectural Control Committee, a

modification may be created. To be put into effect and recorded, the modifications shall require ratification by the then record owners of 75% of said lots.

XXI

All lot owners (but no mortgagees) shall at all times be members of the Property Owners's Association of Brigadoon West, Phase I, Inc., an Alabama non-profit corporation, and both the owners and lots shall be subject to the payment and assessment provisions, now and hereafter adopted, of the articles of incorporation and the by-laws of the Property Owner's Association of Brigadoon West, Phase I, Inc., together with all other provisions, terms and conditions therein contained.

XXII

All lots shall have a non-exclusive easement for ingress and egress over the private roadways designated or named Inverness Place and Brigadoon Drive. No lot owner shall have any interest in lands on the plat of Brigadoon West, Phase I, designated for future development, and Brigadoon Land Development, Inc., James W. Christopher, and any other owner of lands adjoining or in proximity to Brigadoon West, Phase I, shall not be under any obligation to develop or use such land for any particular purpose or purposes.

"Provided, however, that for a period of two years next following the recording of these protective covenants, no amendment can be made without the express written consent of Brigadoon Land Development, Inc. Provided, further, no modification or amendment shall be made at any time to the provisions of paragraphs XXI and XXII of these protective covenants."

IN WITNESS WHEREOF, the undersigned Brigadoon Land Development, Inc. By James W. Christopher being the president thereof, has hereunto executed these covenants on this the 10th day of April, 1997.