

Cypress Gardens Subdivision

Description	Size (acres)	Price
Phase I		
Lot 1	0.204	\$17,000.00
Lot 2	0.155	Sold
Lot 3	0.155	Sold
Lot 4	0.155	\$16,000.00
Lot 5	0.155	\$16,000.00
Lot 6	0.158	\$16,000.00
Lot 7	0.158	\$16,000.00
Lot 8	0.155	\$16,000.00
Lot 9	0.155	\$16,000.00
Lot 10	0.155	\$16,000.00
Lot 11	0.2	\$17,000.00
Lot 12	0.185	\$18,000.00
Lot 13	0.219	\$18,000.00
Lot 14	0.213	\$18,000.00
Lot 15	0.157	Sold
Lot 16	0.335	Sold
Lot 17	0.15	\$16,000.00
Lot 18	0.204	Sold
Lot 19	0.255	Sold
Lot 20	0.229	\$17,000.00
Lot 21	0.168	\$17,000.00
Lot 22	0.297	\$19,000.00
Lot 23	0.335	\$19,000.00
Lot 24	0.203	\$16,000.00
Lot 25	0.176	\$16,000.00
Lot 26	0.173	\$16,000.00
Lot 27	0.191	\$17,000.00
Lot 28	0.159	\$16,000.00
Lot 29	0.144	\$16,000.00
Lot 30	0.191	\$17,000.00
Lot 31	0.152	\$16,000.00
Lot 32	0.176	\$16,000.00
Lot 33	0.167	\$16,000.00
Lot 34	0.245	Sold
lot 35	0.201	\$17,000.00
Lot 36	0.226	Sold
Lot 37	0.208	\$17,000.00
Lot 38	0.211	\$17,000.00
Lot 39	0.158	\$16,000.00
Lot 40	0.157	\$16,000.00
Lot 41	0.157	Sold
Lot 42	0.157	Sold

**RESTRICTIVE COVENANTS
Of
CYPRESS GARDENS SUBDIVISION**

THIS DECLARATION made as of the 21st day of September, 2004, LCY Development Co., Inc., an Alabama Corporation, (hereinafter referred to as "Developer"), and for its successors and assigns, for the purpose of creating restrictions running with the land with respect to the development and construction on the real property owned by Developer which is described with particularity as follows:

All lots of CYPRESS GARDENS SUBDIVISION as the same appear of record in Plat Book L, Page 27, Probate Office of Etowah County, Alabama (the "Property") whose legal description is as follows:

Commence at the Northeast corner of the Northeast ¼ of the Northwest ¼. Section 11, T-12-S, R-7-E, of the Huntsville Meridian, Hokes Bluff, Etowah County, Alabama; from said point of commencement run Southerly along the West line of Bradley Avenue a record distance of 909.34 feet to an existing 3/4 -inch rebar being the point of beginning of the lands herein described; from said point of beginning continue along the previously described course a distance of 1373.15 feet to an existing capped iron; thence deflect 83° 42' 40" right, depart from said right-of-way and run Westerly a distance of 194.45 feet to an existing capped iron; thence deflect 58° 35' 23" right and run Northwesterly a distance of 712.77 feet to an existing capped iron; thence deflect 89° 56' 02" left and run Southwesterly a distance 106.26 feet to an existing capped iron; then deflect 147° 06' 34" right and run Northeasterly a distance of 1396.77 feet to an existing capped iron; thence deflect 160° 41' 20" right and run Southerly a distance of 448.74 feet to an existing ½ inch rebar; thence deflect 96° 24' 55" left and run Easterly a distance of 250.37 feet to the point of beginning.

Said parcel being a portion of the Northwest ¼ of Section 11, T-12-S, R-7-E, of the Huntsville Meridian, Hokes Bluff, Etowah County, Alabama, and containing 16.322 acres, more or less.

(Description from survey prepared by Skipper Engineering, Inc., Registered Survey #. 20141, dated July 17, 2003)

(Hereinafter the "Property")

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of the Property situated in Etowah County, Alabama described with particularity above; and

WHEREAS, the Developer desires to make the declarations and specifies that the provisions hereof shall constitute covenants running with the land and shall be binding upon the Developer, and its successors and assigns and all subsequent purchasers of all or any part of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, and/or assigns and any and all persons who acquire any right, title, or interest in the Property, for the entire term of this Declaration, as defined herein.

NOW, THEREFORE, the Developer hereby makes the following declarations and specifies that the provisions, hereof shall constitute covenants running with the land and shall be binding upon the Developer, and their personal representatives, heirs, successors and assigns and all subsequent executors, administrators, devisees, and/or assigns and any and all persons who acquire any right, title, or interest in the Property or any part thereof, for the entire term of this Declaration, as defined herein:

1. Land Use and Building Type: The Property is currently divided into parcels as described in Exhibit "A" attached hereto and incorporated herein. The Property may not be re-divided or amended in any way from Exhibit "A" and no portion of any parcel may be conveyed apart from the whole parcel. The Property shall be used for residential purposes only. No structure shall be erected, altered, placed or permitted to remain on any parcel of the Property other than one (1) single-family dwelling. All plans and specifications for proposed structures must be presented to the Architectural Control Committee (as defined herein) and must meet the approval of the Architectural Control Committee (hereinafter the "Committee") pursuant to Section 16 herein, PRIOR to the beginning of construction.

2. Architectural Control: No home, garage, or other structure shall be erected, placed or altered on any part of any parcel of the Property, or on the Property itself, until the construction plans, specifications and a survey plan showing the location of the structures have been approved by the Committee pursuant to the procedures as discussed in Section 16 herein. No fence or wall shall be erected, placed or altered on any parcel of the Property or on the Property itself, (nearer to any street than the minimum building set back lines as set forth by the appropriate governing body). The Committee shall have the power to alter set back lines on any corner parcel of the Property or any other irregularly shaped parcel of the Property when, in the Committee's sole judgment, said alteration will not adversely effect the value of adjoining parcels of the Property, the Property as a whole, or any adjoining property or conflict with zoning regulations in force. Approval shall be as dictated in Section 16 herein.

3. Dwelling Size and Quality: NO dwelling shall be built upon any parcel of the Property which does not contain a minimum of 1200 square feet, exclusive of open porches and garages. All structures must be constructed in a good and workmanlike manner of quality building materials and supplies. Such materials, supplies and workmanship must meet or surpass the minimum property requirements of the Federal Housing Authority and/or the Southern Standard Building Code in effect on the date of the commencement of construction. The exterior design of the structures on the parcel of the Property, and on the Property itself, must be in accordance with the following:

- a) All houses are to be constructed by licensed/insured builders which have been approved by the Developer.
- b) All homes shall be constructed of brick with vinyl trim consistent with the architecture of the structure. A selection of Boral Brick has been chosen by the Developer. A list of brick colors shall be kept on file with the Developer.
- c) All homes shall be built on slabs, except for sloped lots. Sloped lots shall have no more than three courses of block.
- d) Paint shall be one color for trim. Doors and shutters may be the second color.
- e) The roof on all structures must have a minimum of 8/12 pitch with a 30 year dimensional shingle roof manufactured by Owens Corning.
- f) Ceiling height shall be a minimum of 9 feet with crown molding in a minimum of three rooms (preferably the great room, kitchen and master bedroom).
- g) Cabinetry shall be birch or better in quality with quality countertops, such as Preformed Plastic Laminate or better in quality.
- h) Flooring shall consist of a combination of hardwood (laminated or pre-finished hardwood is acceptable), ceramic tile and/or carpeting.
- i) The central heating and air equipment should be one of the following brands with metal duct system: Trane or American Standard
- j) Windows shall be insulated vinyl windows manufactured by Moss Supply Co., no wood windows.
- k) Doors shall be 36" wide for handicap accessibility.
- l) Structures shall be so constructed as to not have visible or exposed view in the foundation or in the structure itself, any concrete blocks, whether such blocks be painted or covered with stucco or cement. This restriction shall not exclude the use of concrete bricks in the foundation or any other portion of the structure.
- m) All driveways and sidewalks on the Property must be concrete.
- n) All mailboxes shall be brick, to match brick used in the construction of the house.
- o) Any outdoor post lamps shall be decorative in nature and constructed of metal. No wooden posts are allowed.
- p) The lawn shall be sod; the front of house should be landscaped with low growing shrubs.
- q) Building of all structures must be started within 60 days after approved by the Committee and completed within 6 months of such commencement date.

4. Structure Location: All structure construction on each parcel of the Property shall not be located closer than fifteen (15) feet to a front parcel line nor closer than eight (8) feet to an interior parcel line.

5. Accessory Structures: Accessory structures may be constructed on the parcels of the Property provided they are of like construction in finish and architectural character to the main residential structure and providing that they are approved by the Committee.

6. Fences: No Owner shall erect or have erected any fence on any Property or Common area without the prior written approval of the Committee. Neither chain link or wire fence nor any walls shall be allowed in front of any dwelling. The Committee must

- approve all types of fencing and/or walls constructed on the Property. No fence or wall shall be constructed in excess of four (4) feet in height.
7. Garbage and Refuse Disposal: Neither the Property nor any parcel of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be limited to household waste and shall be kept in sanitary containers at all times and in accordance with the contractor of Waste Disposal for the City of Hokes Bluff.
8. Forbidden Structures: No structure of a temporary character and no mobile homes, trailers, trailer-type residences, shacks, tents, barns, and other outbuildings, shall be used on the Property at any time, whether temporarily or permanently. No abandoned, junked, or inoperable vehicles allowed whether temporarily or permanently.
9. Signs: No signs of any kind shall be displayed to public view on any parcel of the Property, except that not more than two signs of more than five (5) square feet each advertising any parcel of the Property for sale or rent, or signs used by a builder to advertise any parcel of the Property during the construction and sales phases and periods shall be allowed on each parcel of the Property.
10. Sewer Disposal: Each property shall be connected to The Hokes Bluff Water and Sewer System in accordance with requirements, standards, and recommendations of the local public health authority and The Hokes Bluff Sewer Board.
11. Nuisance: NO noxious or offensive activities shall be carried on upon any parcel of the Property or upon the Property itself. In addition, nothing shall be done upon any parcel of the Property or upon the Property itself, which is or may become an annoyance and/or nuisance to the neighboring parcels of the Property, the Property itself, neighboring real property, and the neighborhood itself.
12. Animals and Poultry: No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel of the Property or on the Property itself, except dogs, cats or other household pets may be kept, provided that they are not bred or maintained for commercial purposes.
13. Utility Service Lines: All utility service lines extending service to any dwelling constructed on any parcel of the Property shall be installed and maintained underground.
14. Easements: The Property, including all parcels, shall be subject to easements for utilities and drainage as indicated on the recorded plat.
15. Architectural Control Committee: The Architectural Control Committee shall be composed of VESTER HILL, LEANN RAINNEY and CLINTON HILL, or their designated representatives. If Clinton Hill is unable to serve or to continue to serve on the Committee for any reason including, but not limited to, death, resignation or incapacity, then SHEILA MUELLER shall serve in his or her place. If the remaining member of Vester Hill and Learn Rainey is unable to serve or continue to serve as on the Committee

for any reason including, but not limited to, death, resignation or incapacity, then JAMIE GOSS shall serve in his or her place.

~~16. Homeowners Association: The Committee shall act as officers of the Homeowners Association until fifteen (15) homes have been occupied. Thereafter, new officers may be elected by a majority of the homeowners. The acceptance of a deed signifies the homeowner's participation in the Homeowner's Association. The Homeowner's Association shall make decisions related to maintenance and improvements of the Property including but not limited to lawn care, lighting, etc.~~

17. Architectural Control Committee Submission Procedure: The Committee's approval or disapproval as required in these covenants and requirements shall be in writing. Any item that is required to be submitted for approval pursuant to the terms of this Declaration, shall be submitted to the Committee in writing, detailing the specific item and the specific request. If in the Committee's sole discretion, it chooses not to approve an item, then the person submitting the request shall be restricted from acting upon such item. Approval of plans and specifications shall not render the Committee liable for any deficiency in such plans or specifications or deficiencies in the structure constructed in accordance with such plans and specifications.

18. Term: These restrictions and 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.

19. Enforcement: Enforcement of these covenants shall be by proceedings at law or in equity against any person or person violating any of the covenants or to recover damages and shall be enforceable by any owner of a parcel of the Property or by any owner of real property adjoining the Property.

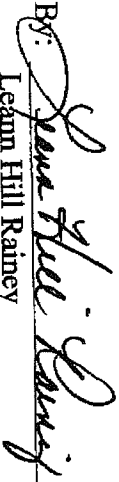
20. Severability: Invalidation in whole or in part of any one of these restrictions or covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

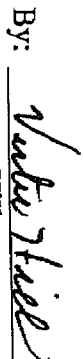
21. Modifications: In the event that the enforcement of these restrictions shall work as a hardship on the owner of the Property in regard to the location of the residence upon said Property due to the topography of the Property, then the owner, if he deems a modification of these restrictions to be in the best interest of the other parcels included within these restrictions and the owner of such parcel, upon the written approval of the Committee, shall be authorized to modify or amend the restrictions established as to such individual parcel filing an amendment to these restrictions in the office of the Judge of Probate of Etowah County, Alabama.

22. Successors Bound: The acceptance of a deed or conveyance or entering into a lease or entering into occupancy of any residence constructed on the Property shall constitute an agreement that the provisions of this Declaration are accepted and ratified by such owner, tenant and/or occupant, for the term of this Declaration, and all such provisions shall be

covenants running with the land and shall bind any person having any interest or estate in any lot consisting of any part of the Property as though such provisions were recited and stipulated at length in each and every deed, on conveyance and/or lease thereof, for the ~~entire term of this Declaration. In addition, all sales and/or leases of lots consisting of~~ any part of the Property shall be made subject to these restrictive covenants herein for the entire term of this Declaration.

LCV DEVELOPMENT CO., INC.

By: 
Leann Hill Rainey
Its. President/Secretary

By: 
Vester Hill
Its. Vice President/Treasurer

STATE OF ALABAMA
ETOWAH COUNTY

I, the undersigned authority, in and for said County, in said State hereby certify that LEANN HILL RAINEY, whose name as President/Secretary of LCV Development Co., Inc., a corporation, and VESTER HILL, whose name as Vice President/Treasurer of LCV Development Co., Inc., a corporation, are signed to the foregoing sales agreement, and who are known to me acknowledged before me on this day that, being informed of the contents of the sales agreement, he and she, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Witness my hand and official seal, this 21 day of September 2004.

Doc. #: Misc-2004-5934, Year: 2004, Day: 265

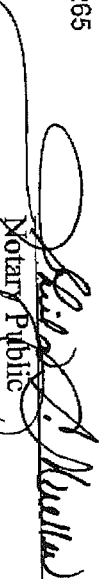
STATE OF AL, ETOWAH COUNTY

I Certify This
Instrument Was Filed

SEP 21, 2004, 2:58 PM

U.C.C. File Number or
Doc. # as Shown Above

BOBBY JUNKINS
Judge of Probate


Notary Public

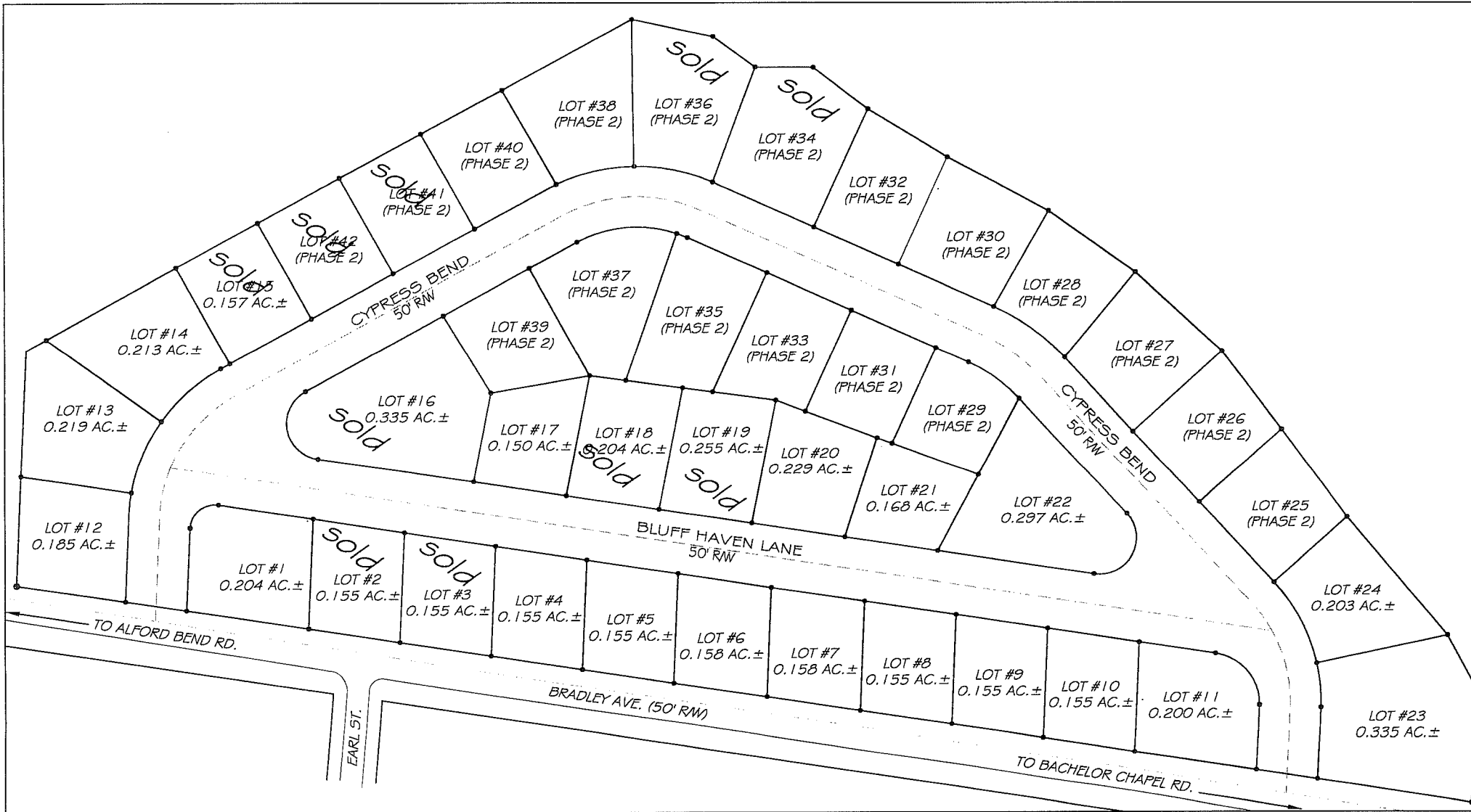
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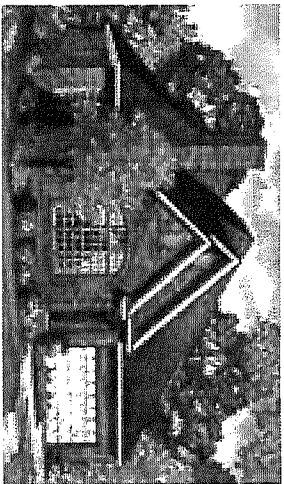
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Fees:

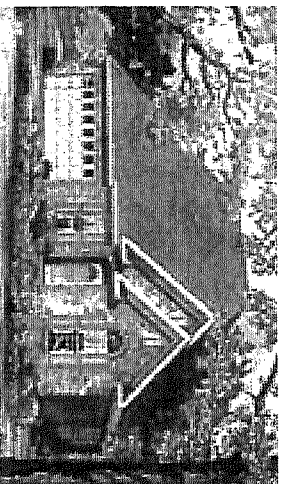
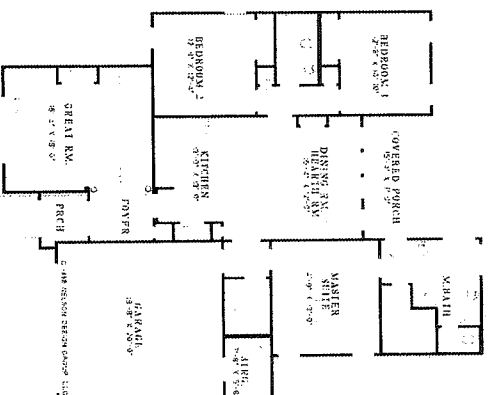
Mental Health	\$2.00
Probate Judge	\$3.00
Certification	\$3.00
Recording	\$18.00
Charter	\$0.00
Index	\$0.00
Deed Tax	\$0.00
Mfg. Tax	\$0.00
Satisfaction	\$0.00
Bond Fee	\$0.00
Scan Fee	\$5.00
Other Fee	\$0.00

Total Fees \$31.00

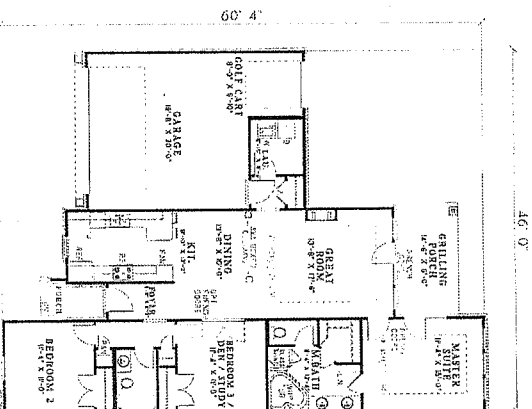


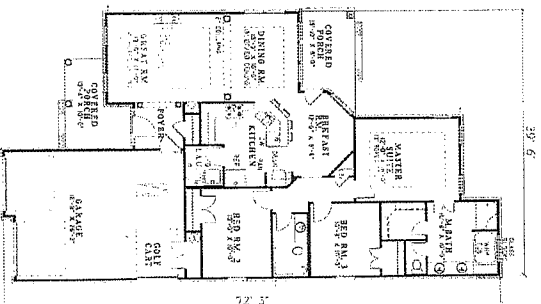
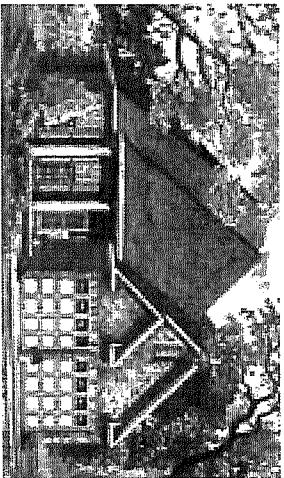


Width: 49' Bedrooms: 3
 Depth: 58'6" Baths: 2
 Total Living: 1654sq. ft.
 Main Ceiling: 9 ft.
 Foundation: Slab
 NGD: 301 Cross Creek

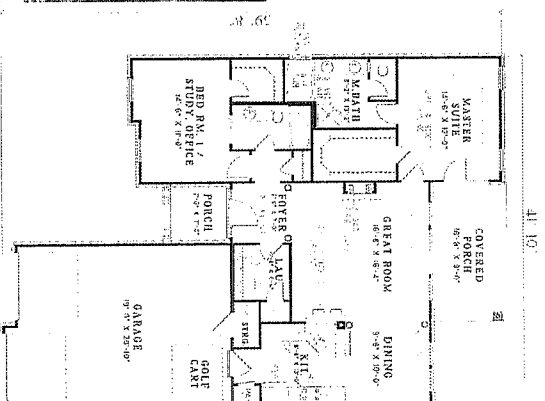
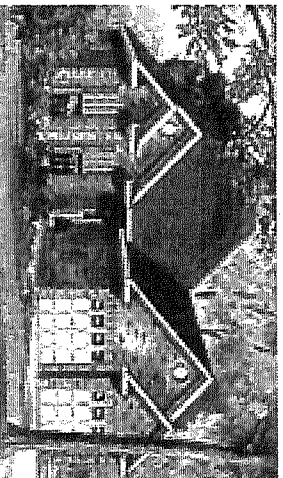


Width: 46' Bedrooms: 3
 Depth: 60' 4" Baths: 2
 Total Living: 1359sq. ft.
 Main Ceiling: 9 ft.
 Foundation: Slab
 NGD: 279 Sage Meadows





Width: 39'6" Bedrooms: 3
 Depth: 72'5" Baths: 2
 Total Living: 1504sq. ft.
 Main Ceiling: 9 ft.
 Foundation: Slab
 NDG: 284 Sage Meadows



Width: 41'10" Bedrooms: 2
 Depth: 59'8" Baths: 2
 Total Living: 1287 sq. ft.
 Main Ceiling: 9 ft.
 Foundation: Slab
 NDG: 288 Sage Meadows