

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

RECORDING FEES

THE WATERS EDGE

TX \$ _____

DE. FEE \$ 3.00

REG. FEE \$ 26.50

TOTAL \$ 29.50

SUBDIVISION

TALLAPOOSA COUNTY, ALABAMA

THIS DECLARATION OF RESTRICTIONS is made this 13th day of April, 1988, by Robert H. Wilder, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, Developer is the Owner of the real property described in Article II of this declaration and desires to create thereon a residential development; and

WHEREAS, Developer intends to sell the above described property restricting it in accordance with a common plan designed to preserve the value and residential qualities of the land, for the benefit of its future Owners;

NOW THEREFORE, Developer declares that the real property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the Covenants and Restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) Accessory Building shall mean and refer to a subordinate building, the use of which is incidental to that of the Dwelling Unit, and located on the same Lot therewith.
- (b) Alterations shall mean or refer to change or rearrangement, as applied to a building or structure, in the structure parts or enlargement, whether by extending on the side or increasing by height.
- (c) Developer shall mean Robert H. Wilder, his successors or assigns.
- (d) Family shall mean one or more persons related by blood, marriage or adoption, occupying a Dwelling Unit and living as a single, non-profit housekeeping unit.

(e) Floor Area shall mean the sum of the floor area for each of the several stories under one (1) roof measured from the interior RECORDED DEED structure.

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STATE OF ALABAMA
TALLAPOOSA COUNTY

(f) The Properties shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental Declaration under the provisions of Article II, hereof.

(g) Lot shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

(h) Dwelling Unit shall mean and refer to any portion of a detached building situated upon the Properties, designed and intended for use and occupancy as a residence by a single-family unit.

(i) Owner shall mean and refer to a record Owner of the fee simple title to any Lot or Dwelling Unit situated upon the Properties.

(j) Committee shall mean the Architectural Control Committee. The Committee shall be made up of five (5) members, two (2) of which shall be selected by the Developer and the other three (3) of which shall be initially selected by the Developer from individual Lot owners of the subdivision. These three (3) Lot Owners will be given one (1) vote each in Committee-associated decisions regardless of how many Lots they might own. The three (3) Lot Owners shall serve one-year (1) terms following which an election will be held by the Owners of the subdivision Lots to elect the next Committee. This procedure shall continue annually. Each Lot Owner will be allowed one (1) vote for each Lot owned, but no Owner shall have more than two (2) votes (regardless of the number of Lots that he may own) in electing the Committee. The Developer shall not be allowed to vote on the election of the three (3) members of the Committee, regardless of how many Lots the Developer may own. The principal function of the Committee shall be to review plans for the construction of residences in THE WATERS EDGE for the purpose of maintaining a high standard of architectural quality and value in the subdivision. Specific duties and obligations of the Committee are set forth in detail in these Covenants. A Lot Owner Committee member shall be automatically removed if he or she misses three (3) called meetings in a row without substantial reason. Any vacancy of Lot Owner Committee members shall be filled by the remaining Committee members making a selection from other Lot Owners of the subdivision. The Lot Owner Committee member selected shall serve in such capacity until the next annual election.

(k) High Water Mark is the normal high elevation of water in the lake (490 feet m.s.l.).

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Tallapoosa County,

and is more particularly described as THE WATERS EDGE all of which shall hereinafter be referred to as "Existing Property", and is described in Plat Book 7, at page 100, Probate Office, Dadeville, Alabama.

ARTICLE III

COVENANTS, RESTRICTIONS

AND AFFIRMATIVE OBLIGATIONS

Section 1. Residential Building. All Lots in residential areas shall be used exclusively for residential purposes; no structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family detached dwelling not to exceed two (2) stories in height above ground and one (1) small one-story Accessory Building which may include a private garage or dry-land boathouse. If the accessory structure is a boathouse, such structure shall be of dry-land type and shall be located and constructed in accordance with Section 13 of these Covenants. Detached boathouses will not be allowed on all lots where such structures may cause view restrictions to adjacent Lots. In other cases, they may be disapproved solely due to aesthetic reasons. No sleeping or living quarters will be permitted within any accessory structure.

Section 2. Location of Houses. The house shall be sited in such a way as to provide a minimum sideyard setback of fifteen (15) feet from the farthest projection of the house, usually the roof overhang. A minimum setback line from the waterfront of thirty-two (32) feet from the farthest projection will be observed. The Developer reserves unto himself his successors and assigns, the right to control absolutely and to decide solely the precise site and location of any house or dwelling or other structure on every Lot within the development; provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site. (NOTE: All septic field lines are required to be a minimum of fifty (50) feet from the High Water Mark (490' contour elevation.) All driveways shall have a maximum opening width of twelve (12) feet at the intersection of any paved subdivision road.

Section 3. Minimum Square Footage. No plans will be approved unless the proposed house will have the minimum required floor area of 1,500 square feet of enclosed dwelling space, finished for year-round dwelling purposes. The term enclosed dwelling area as used in these minimum size requirements shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boathouses, greenhouses, gazebos, atria, terraces, decks, open porches and like spaces; and provided, further, expanded lean-to or dormer attic space and screened porches, even though attached to the house, are specifically excluded from the definition of the aforesaid term "enclosed dwelling area", regardless of whether the roof of such spaces forms an integral part of the roof line of the main dwelling or whether such spaces are located on the ground floor of a two-story dwelling.

Section 4. Minimum Standard of Construction. All construction will be done in conformance with the National Electrical Code, the Southern Standard Building code, and the requirements of the Alabama State Public Health Department. Lots in THE WATERS EDGE shall be sold with the intent that the Purchaser construct a dwelling thereon. There is no minimum period of time within which construction must commence. Once construction of the Dwelling Unit is begun, however, the Dwelling Unit must be completed within (12) calendar months from the date of beginning.

Section 5. Water System. The Developer has had installed a public water system in THE WATERS EDGE which water system is an extension of the general water supply system of Walnut Hill Water Authority. It shall be the obligation of the Owner of a Lot in THE WATERS EDGE to use the public water system as the only source of supply to the Owner's residence as directed by the requirements of the Alabama State Public Health Department. All required connection fees shall be paid by the Owner to the Walnut Hill Water Authority, and all charges for the use of water by Owner shall be paid by the Owner to the water authority.

Section 6. Temporary Structures. A structure of a temporary nature shall not be placed upon a Lot at any time with the exception of shelters used by the contractor during the construction of the main Dwelling Unit. It is clearly understood that these temporary construction shelters may not at any time be used as residences or permitted to remain after the completion of construction.

Section 7. Trailers. No trailer, mobile home, or other similar outbuilding or structure shall be placed on any Lot either temporarily or permanently. Recreational vehicles are permitted to be parked on-site once the house is completed, in a location which must be first approved by the Architectural Control Committee.

Section 8. Storage Structures. Outside fuel storage tanks, or similar storage receptacles, not installed within the main Dwelling Unit or within the Accessory Building, are required to be buried under ground or to be screened from view by screen planting or fencing, subject to the provisions of Section 21 of these Covenants.

Section 9. Parking. Each Owner shall provide space for off-street parking of two automobiles (minimum two hundred (200) square feet per space) prior to the occupancy of any Dwelling Unit constructed on his Lot. Parking area is to be clearly designated on the site plan when submitted for review by the Developer. On-street parking is not permitted.

Section 10. Garbage Area. Each Lot Owner will be required to provide a screened storage area for garbage cans or bags or to provide underground garbage receptacles or similar facilities subject to the provisions of Section 21 (2a) of these Covenants.

Section 11. Utility Easements. The Developer reserves unto himself, his successors and assigns, a perpetual, alienable, and releasable easement right on the surface of, under and over the ground to erect, maintain and use electric and telephone poles, wire, cables, conduits, sewers, water mains, and other suitable equipment for conveyance and use of electricity, telephone equipment, gas, sewer, water or other

public conveniences or utilities on, in, or over the rear ten (10) feet of each Lot and ten (10) feet along each side of each Lot and such other areas as are shown on the applicable plat, provided, further, that the Developer may cut drainways for surface waters wherever or whenever such action may appear to be necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubberies, make any gradings of the site, or to take any other similar actions reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, appearance, and safety. The establishment of these easements is in no way to imply that all utilities will be installed by the Developer. Power lines and Telephone lines shall be underground from public road to house.

Section 12. Septic Tanks. The septic tank and fields and accompanying facilities are to be installed and maintained where located by and under the rules of State of Alabama Public Health Department and the Tallapoosa County Public Health Department. The Alabama Department of Public Health requires a minimum of fifty (50') setback from the High Water Mark to any drainfield line.

Section 13. Boat Docks and Boathouse. Owners of Lots fronting on Lake Martin may erect boat docks and dry land boathouses on property located between the outer boundary of their Lots and the High Water Mark upon complying with the following terms and conditions:

(a) No boathouse or boat dock may be erected on a site which will interfere with the adjoining Owner's access or view. For this reason and for reasons solely based on aesthetics, detached boat houses will not be allowed on all Lots.

(b) Detached boathouse must be above the 490' elevation.

(c) Boat docks may not exceed fifty (50) feet in length nor eight (8) feet in depth, whichever is determined by ground slope.

(d) Metal drums for flotation purposes are not permitted. Styrofoam and manufactured flotation tanks are required for flotation purposes.

(e) Sketch plans and specifications, including siting, color or finish for boathouses and boat docks, must be approved by the Committee prior to beginning construction. Boat docks and piers must be approved and constructed in accordance with Alabama Power Company requirements. All Owners who construct or cause to have constructed a boathouse and/or boat dock agree to maintain such structures in good repair and keep same safe, clean, and orderly in appearance at all times, and further agree to paint or otherwise treat with preservative all wood or metal located above the High Water Mark, exclusive of pilings.

(f) All boat docks will observe a minimum sideyard distance of fifteen (15) feet from the structure to an adjoining Lot.

Section 14. Television Signal Receiving Devises (satellite T.V. dishes). Television receiving devices shall be subject to Committee approval.

Section 15. Seawalls. Owners of Lots fronting on Lake Martin may erect seawalls on property located between the outer boundary of their Lots, and contiguous to same, and the High Water Mark upon complying with the following terms and conditions:

(a) Sketch plans and specifications including siting, type of materials, color, and finish must be approved by the Committee prior to beginning construction.

(b) Rock mortar walls or rip-rap are preferred. Concrete block walls are discouraged.

(c) All seawalls must be sited and reviewed, prior to construction, by the Committee and approved and constructed in accordance with Alabama Power Company and the United States Corp of Engineer's requirements.

Section 16. Entry. Whenever the Developer is permitted by these Covenants to correct, repair, clean, preserve, clear out, or take any action on the property of any Lot Owner, the Developer shall first obtain the approval of the Committee and shall give written notice to the property Owner involved before entering the property. After such approval and notice, such entering the property and taking such actions shall not constitute a trespass on the part of the Developer.

Section 17. Unsightly Conditions. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on his respective Lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area. This includes unkempt stacks of firewood, etc. Boats and boat trailers should be neatly parked in designated areas.

Section 18. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No Owner shall maintain any plants, animals, devices or things of any sort the normal activity or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof. No livestock shall be permitted on any Lot.

Section 19. Signs. No commercial signs including "For Rent", "For Sale" and other similar signs shall be erected or maintained on any Lot except as may be required by legal proceedings.

Section 20. Subdivided Lots. Any two (2) or more Lots may be subdivided or replatted by either the Developer or other Owners provided such subdivision or other replatting is first approved by the Committee, and such Subdivision or replatting must result in no Lot being smaller than origianlly platted.

Section 21. Residential Design Criteria.

(A) General. Pursuant to the other provisions of the Protective Covenants for THE WATERS EDGE, as recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama, the Committee has developed the following criteria to be used by the Committee in reviewing plans for proposed dwellings and structures in THE WATERS EDGE and further, to be used either in approving or disapproving such proposed plans.

(B) Design Criteria.

1. Design of the main Dwelling Unit:

- a. It is strongly recommended that all plans for residential construction be prepared by a qualified designer, preferable, a registered architect. Pre-designed "catalog" plans and "contractor designed" plans will be accepted for review provided they are complete and insufficient detail to allow a full review by the Committee. No sketch plans nor any incomplete plans will be accepted for review by the Committee. All revisions to the exterior of any plans, regardless of the state of construction, must be submitted to the Committee for review and approval prior to the implementation of such revisions. The Committee reserves the right to retain one (1) complete set of plans for each residence in its files.
- b. Rooflines shall be attractively designed to complement the character of the Lot and the development in general.
- c. Building materials shall be of natural tones and colors to blend with the overall setting of the development. White, bright, or shiny surfaces will not be permitted. The use of brick will be subjected to careful review by the Committee.
- d. The house shall be designed and sited on the Lot so as to take maximum advantage of the topography, view, trees and other natural features which tend to enhance the overall appearance of the finished structure and property. Special consideration should be given to the design of the lake-side elevation of the house.
- e. The Covenants require a minimum sideyard setback of fifteen (15) feet from the property line of the Lot, measured from the farthest projection of the structure,

which in most cases is the overhang of the roof. The Alabama Department of Public Health requires a minimum of fifty (50) feet between the 490' elevation and any septic drainfield line. A minimum lakeside setback of thirty-two (32) feet will be observed on all Dwelling Units and Accessory Buildings excluding Buildings excluding detached boat houses, which must be on dry land and above the 490' elevation.

2. Fences and Accessory Structures.

- a. Fences shall be used only for screening unsightly areas such as storage receptacles, garbage cans, air conditioners, pet control areas, and the like, except that the Owner may erect a non-metal fence for decorative purposes. Such fences shall not exceed three (3) feet in height and shall be built of materials harmonious with those used in construction of the principal Dwelling Unit but cannot be solid. The use of fencing is encouraged for purposes of pet control. The design and location of any fencing must be approved by the Committee prior to its erection. Pet control fencing shall be limited to a run or pen and shall be no higher than five (5) feet and shall be located sufficiently far away from the 490' elevation to prevent run-off of animal waste into the lake.
- b. The use of Accessory Buildings, in general, is discouraged, and will be subject to careful review by the Committee. Detached garages are acceptable only if their design enhances the overall design of the Dwelling Unit. The use of boathouses is strongly discouraged because they tend to restrict the view both from the main structure and from neighboring houses; boat storage within the main structure is encouraged. Greenhouses, storage spaces and other such structures, if contemplated, should be incorporated into the design of the Dwelling Unit. Plans, specifications and siting of any Accessory Building shall be submitted to and reviewed by the Committee as stated in Section 21 of the Covenants. If approved, the construction may begin. All Accessory Buildings will be required to meet all previously mentioned setback lines and building codes.

C. Review and Inspection.

1. Final plans must be submitted to the Committee

for review. Unless the Committee shall take formal action to review submitted plans within thirty (30) days from the date of submission by the Owner, notwithstanding a reasonable allowance of time for revisions and review resulting from comments in the original review, plans shall stand approved as submitted. The Committee shall keep one (1) set of these approved plans in its possession.

2. As the final step in the review and approval process, and prior to construction, the Committee will designate a representative to inspect siting after the house has been field staked and before tree removal and excavation are started. (At this stage, plans will have been formally reviewed and approved by the Committee. The Owner will then be notified in writing of such approval and construction may commence.) Inspection may also be made as work progresses to insure compliance with the approval. The second inspection will be required after the footings have been poured and before any additional construction has begun.

3. Additional Criteria - PROTECTIVE COVENANTS FOR THE WATERS EDGE.

Notwithstanding any of the foregoing provisions in Section 20, the design and construction of improvements on Lots in THE WATERS EDGE are further subject to the provisions of the foregoing Protective Covenants.

Section 22. Sole Covenants and Restrictions. It is the intent and purpose of the Developer that Covenants and Restrictions contained in this declaration shall be the sole applicable Covenants restricting and affecting properties conveyed by the Developer to Owners of Lots in said development, with these Covenants and Restrictions being made applicable to such conveyances by specific reference in individual deeds or by subsequent declaration to the extent that there is any variation from an addition to Covenants herein recorded.

Section 23. Duration. Covenants and Restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer or the Owner of any land subject to this declaration, their respective legal representative, heirs, successors and assigns for the period of fifteen (15) years from the date this declaration is recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots has been recorded, agreeing to change said Covenants and Restrictions, in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every

Owner at least ninety (90) days in advance of any action taken.

Section 24. Notices. Any notice required to be sent to any Owner under the provisions of this declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or persons who appears as Owner on records of the developer or the Office of the Probate Judge of Tallapoosa County at the time of such mailing.

Section 25. Enforcement. Enforcement of these Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants; failure by any Owner to enforce any Covenants or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 26. Servability. Invalidation of any one of these Covenants or Restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Robert H. Wilder, has caused these presents to be executed on this the 13 day of April, 1988.

Robert H. Wilder
Robert H. Wilder

Subscribed and sworn to before me this the 13th day of April, 1988.

D. L. Turley
Notary Public

My Commission Expires: 7/2/90