

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
PERTAINING TO EAGLE VIEW ESTATES**

The undersigned, PAULA LOWERY and MPL ENTERPRISES, LLC, being the owner and developer of all property in that subdivision known and designated as EAGLE VIEW ESTATES, according to the plat thereof prepared by Alexander Land Surveying, LLC, and recorded in the Office of the Judge of Probate of Colbert County, Alabama, in Book 2013, Page 4, Map Cabinet C at Slide 179, hereby imposes on all lots within the subdivision the following conditions, covenants and building restrictions (collectively referred to as "Covenants").

GENERAL CONDITIONS:

1. These Covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years from the date the subdivision plat is filed of record in the Office of the Judge of Probate of Colbert County, Alabama, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of at least two-thirds (2/3) of lots owners of record at such time. No amendment is effective until it is duly recorded. The term "record owners" shall not include mortgagees. There shall be one vote for each lot owned regardless of whether there is more than one record owner of each lot. Lot owners shall have one vote for each lot owned.

2. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision, or EAGLE VIEW ESTATES Homeowner's Association, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages for such violation, or both, and in the event of a breach of said Covenants, the person or persons committing the breach shall pay all cost of enforcing these covenants, liquidated damages of \$1,500.00, plus reasonable attorney's fees and court costs.

3. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

ARCHITECTURAL CONTROL COMMITTEE:

1. The Architectural Control Committee (the "Committee") shall consist of a minimum of two (2) members, initially appointed by MPL Enterprises, LLC. If possible, at least one member shall be a homeowner in the subdivision. In the event of death or resignation of a member of the Committee, the remaining member(s) shall have full authority to designate a successor.

2. The Committee shall have full and final approval of architectural, landscape and site plans as follows:

- a) All architectural plans must be submitted to the Committee for written approval prior to commencement of any work of any nature. This includes original construction and all subsequent alterations or additions.
- b) A landscape plan in sufficient detail as to be acceptable to the Committee, in its sole discretion, shall be furnished to the Committee before any site preparation is commenced. Landscaping must be completed within ninety (90) days of occupancy.
- c) A site plan, prepared by a licensed surveyor, showing existing contour elevations at 2 foot intervals, proposed contours, location of proposed improvements, including dwelling, all driveways, patios, piers, decks and any and all other structures and improvements shall be furnished to the Committee in advance of any work.
- d) All plans shall be submitted to the Committee no later than twenty-one (21) days before anticipated start of site work. The committee's approval or disapproval as required by these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve the plans and specifications within ten (10) business days after submission, approval will be deemed to have been given. Notwithstanding the fact that a lot owner has received approval of his plans and specifications, the lot owner is still responsible to comply with all covenants and restrictions contained herein during construction. The Committee will base its action on the quality of workmanship and materials, conformity with the covenants and restrictions contained herein, harmony of external design with existing structures located within the subdivision, if applicable, and as to location with respect to topography and finish grade elevation.
- e) No work of any nature may be commenced on the site until written approval has been given by Committee. Construction must commence within 12 months of the Committee approval. Work must proceed diligently and be completed within 12 months of commencement unless the Committee approves, in writing, additional time.

PROTECTIVE COVENANTS AND RESTRICTIONS

- 1. No recorded lot shall be further subdivided. Only one detached, residential/single family structure may be built per any recorded lot. No apartments, duplexes or multi-family dwelling improvements may be erected or maintained. No manufactured or prefabricated homes shall be located on any recorded lot.
- 2. No lot shall be used except for residential, single family purposes. No structures shall be erected, altered, placed or permitted to remain on any lot other than detached, single family dwelling (not exceeding two stories in height, excluding any basement below ground level), private garage and accessory buildings and structures such as enclosed storage rooms, screened enclosures and patios approved by the Committee. Any detached garage or accessory building shall have the same general appearance as the residence and be constructed of the same materials.
- 3. No temporary structures may be placed on the lot except necessary

shelters used by builders during construction, and these must be removed upon completion of construction.

4. Each lot owner in EAGLE VIEW ESTATES must be a dues paying member of EAGLE VIEW ESTATES Homeowners Association (the "Association") and shall be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. Each lot owner/member shall be entitled to one vote for each lot owned on matters to be voted upon by the Association. Lot owners shall have one vote for each lot owned.

5. All dwellings constructed in EAGLE VIEW ESTATES on Lots 1-6, inclusive, must contain a minimum 2600 square feet of heated and cooled, enclosed livable floor space. All dwellings constructed in EAGLE VIEW ESTATES on Lots 7-11, inclusive, must contain a minimum 2100 square feet of heated and cooled, enclosed livable floor space. All multi-story dwellings must contain a minimum 1600 feet on ground level. No unfinished storage, utility room, basement, attic, breezeway, porch, or garage shall be counted as part of the living area for the purpose of determining the minimum building size.

6. No house or improvement shall be built closer than 60 feet to the front lot line on Lots 1-6, inclusive, or closer than 25 feet to the front lot line on Lots 7-11, inclusive. No house or improvement shall be built closer than 25 feet to the rear lot line or closer than 6 feet to any side lot line.

7. No carports shall be permitted. All garages shall be enclosed and shall be at least adequate to house two standard sized vehicles, but not less than four hundred (400) square feet of floor space. All garage doors shall be operable. No abandoned or non-usable motor vehicle may be parked or kept on any part of a recorded lot or in the subdivision streets. No trailers, boats, boat trailers, or motor homes may be kept upon the premises except in totally enclosed garages.

8. All driveways and entranceways onto the lots shall be a hard surface such as asphalt, concrete, brick pavers or similar materials. No gravel or natural surfaces are to be used as driveways. If the removal of curbs/gutters is required, it must be done with a concrete cutting saw.

9. Only finished materials such as brick, natural or cultured stone, or similar material shall be used on the exterior surface of the residence. Vinyl, aluminum or similar material may be used for gables or trim purposes only. Roofing materials must be approved by the Committee. Examples of roof types that will be approved are architectural/dimensional roofs, cedar/wooden shake roofs, slate/ceramic tile roofs. Single ply or asphalt roofs are not permitted.

10. Underground electrical, telephone, and TV cable services are required, if available to the subdivision. All homes are required to utilize natural gas in a primary manner. For purposes hereof, a primary manner is defined as:

- (a) a home that has a gas hot water heater;
- (b) a home that has primary gas heat (not dual fuel nor backup);

(c) a home that has at least two uses of natural gas or “burnertips” if one of the “burnertips” is a year round user of natural gas, such as a gas range or gas dryer.

North Alabama Gas District will verify the status of each home to verify that its use of gas is in a primary manner.

11. All exterior machinery and equipments, such as air conditioning compressors and other mechanical features or storage, shall be screened by structures or landscaping approved by the Committee. Air conditioner compressors, to the extent feasible, should be located at the rear of a residential dwelling. No window mounted heating or air conditioning unit shall be permitted.

12. No signs of any kind shall be displayed to the public view on any lot except an approved development identification sign and one temporary sign of not more than six (6) feet in area advertising the property for sale.

13. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. No more than two dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No owner shall keep or maintain any pet or animal that has a vicious propensity, or that becomes a nuisance to the neighborhood. Owners must comply with any applicable animal control ordinances or regulations.

14. Landscaping and the building of driveways and the installation of mailboxes within utility easements are permissible; however, it is the responsibility of the property owner to remove the same if access to the utilities is necessary.

15. Mailboxes must conform to Committee approved standards. Mailboxes shall contain only the family name, home number and street name of the lot. No further inscription, painting, ornaments, or artistry shall be allowed without written consent of the Committee.

16. All fences shall be a type and quality approved by the Committee, in advance. No chain link fences shall be allowed. Each fence shall have a gate. If the permitted fence has only one finished side it must be the side exposed to the public. No fence may be erected nearer the front lot line than the rear of the dwelling. Exceptions may be made to include patios and porches.

17. Any solar devices, satellite dishes, radio and television antennae, radio receivers or other similar devices or aerials shall be subject to the approval of the Committee. Satellite dishes measuring 18" in diameter or smaller may be attached to the rear slope of the roof, provided it is not visible from the street.

18. Outside clotheslines or other facilities for drying or airing clothes are prohibited. Barbecue grills, bird feeders, wood carvings, plaques and other types of home craft are prohibited in the front or side yards, but may be located in the rear yards so long as the same are not visible from a street.

19. Trash, garbage and other waste shall be kept only in trash containers, which shall be kept in a clean and sanitary manner. Trash containers shall be located at

the rear or side of the dwelling, properly screened, or in the garage and must not be visible from a street.

20. The grounds, lawns, landscaping shall be maintained on a regular basis to provide the entire lot with a neat and aesthetically pleasing appearance.

21. The location of the septic system and appurtenances thereto must be approved by the Committee prior to installation. Septic systems and appurtenances thereto must be installed and maintained according to the rules of the State of Alabama Public Health Department and any other governmental agency having jurisdiction or authority thereof.

22. All boathouses, piers and sea walls may be constructed only after the plans and specifications thereof are approved, in writing, by the Committee and any required permit is obtained from TVA.

23. If any lot owner fails to maintain his property and improvements in a neat and aesthetically pleasing appearance and, further, in conformance with the covenants and restrictions contained herein within ten (10) days of written notice received from the Homeowners Association specifying the required maintenance, repairs, etc., the Homeowners Association shall have the right to enter upon the property and restore it to a satisfactory condition and in compliance with the covenants and restrictions set forth herein. The entry onto a lot owner's property for these purposes is expressly agreed upon and shall not constitute a trespass. The cost of the work involved shall be assessed against the lot owner and, if not paid within ten (10) days of notice, the Homeowners Association may collect the assessment by court action. Alternatively, the Homeowners Association may file an enforcement action as authorized in Section 2, General Conditions, hereinabove.

IN WITNESS WHEREOF, the undersigned, as Members of MPL Enterprises, LLC, has set his hand and seal this the ___ day of _____, 2013.

MPL ENTERPRISES, LLC

BY: _____
Paula Lowery, Member

BY: _____
Kevin D. McHugh, Member

STATE OF ALABAMA
COLBERT COUNTY

I, the undersigned authority, a Notary Public in and for said county and state, hereby certify that Paula Lowery and Kevin D. McHugh, whose names as sole members

of MPL Enterprises, LLC are signed to the foregoing instrument and who are known to me, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, they, as such members and with full authority, signed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ___ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires:

SEAL

DRAFT