

STATE OF ALABAMA
COVINGTON COUNTY

2012 9189
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Benjamin M. Bowden, Probate Judge
Covington County, Alabama

Declaration of Covenants, Restrictions, and Reservations
Applicable to the Easley Court Subdivision
Covington County, Alabama

KNOW ALL MEN BY THESE PRESENTS, That Tex Cassady and Gloria Cassady, a married couple, (hereinafter sometimes referenced as the "Declarant") do by this Declaration of Covenants, Restrictions, and Reservations render the subject this non-homestead real estate, known as Easley Court Subdivision, as shown by the Plat recorded in Plat Book 7 Page 1 of the Probate Record of Covington County, Alabama, to the restrictions contained herein for the benefit, enhancement, and protection of all present and future owners of lots in said subdivision and declares that all lots contained in said subdivision will be regulated by this document.

1. **LAND AND BUILDING RESTRICTIONS.** No lot shall be used except for single family residential purposes. No building shall be erected, placed, altered, or permitted to remain on any lot other than one detached single – family dwelling not to exceed two and one- half stories in height, a private garage for not more than three cars and utility structures. All outside structures shall be connected to the house or located to the rear of the house and no carport or garage opening shall open or face the road unless located on a corner lot. All structures must coincide with the scheme of the house and built of the same or similar material.
2. **DWELLING QUALITY AND SIZE.** No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one-story, open porches, carports, garages, and / or the other external attendant structures shall be not less than 1600 square feet heated and cooled for a dwelling of one story. For a multi-story home, the ground floor shall not be less than 1500 square feet heated and cooled. The home must continue to meet the overall requirement of 1600 square feet. Each dwelling shall be constructed on site, with the exception of prefabricated trusses and wall sections of brick, hardy board or comparable material. No metal roof shall be allowed. All houses constructed shall be "dried in" and construction trailers and temporary toilets removed within 9 months from commencement of construction and all exterior construction completed within 12 month from commencement.
3. **WINDOW AIR-CONDITIONING UNITS.** Window air conditioning units shall not be permitted except in utility structures which are not visible from the street.
4. **TEMPORARY STRUCTURES.** No travel trailers, mobiles homes, modular homes, tents or temporary housing shall be allowed, other than portable toilets, construction trailers which are owned by licensed general contractors engaged in active construction upon said lot, or

- dumpsters for debris removal all of which may remain on a lot during active construction only. Said structures shall not be used on any lot at any time as a residence either temporarily or permanently.
5. **STORED VEHICLES.** No mobile homes, RV's travel trailers, cars and trucks which are not in active use (operative, tagged and insured) or boat trailers shall be allowed to be parked on the property unless garaged. No trucks larger than one ton and no commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage nor parked on any residential street in the subdivision, except while engaged in transporting to or from a residence in the subdivision.
 6. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. During the period that the sub-divider, Tex Cassidy and Gloria Cassidy owns lots in the subdivision, it agents shall be authorized, but not required, to mow and maintain lots that have sold, but whose owners have not yet began construction, in order to maintain a neat appearance.
 7. **HOME BUSINESSES.** No businesses shall be allowed, except for home offices which are not open to the public. No exterior signage advertising the business shall be allowed.
 8. **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than ten (10) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period. Tex Cassidy and Gloria Cassidy reserves the right to erect larger signs at the entrance of the subdivision advertising the sale of lots and to permit additional signs to be erected advertising availability of financing at said location.
 9. **ANIMAL RESTRICTIONS.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that of dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose or in kennels.
 10. **GARBAGE AND REFUSE DISPOSAL.** 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 incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
No lumber, metals, bulk material (except lumber, metals, bulk materials as is usual in the maintenance of a private residence and which must be stored in such manner so that it cannot be seen from adjacent and surrounding property), refuse or trash shall be kept, stored or allowed to accumulate on any part of the property, except building materials during the course of the construction of any approved structure. Builders must provide dumpsters on the property during the construction or make other arrangements to keep the job site reasonably clear of debris. If trash or other refuse is to be disposed of or being picked up and carried

away on a regular and reoccurring basis, containers may be placed in the open. At all other times such containers must be stored in such a manner that they cannot be seen from adjacent and surrounding property.

11. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on, any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local health authorities. Approval of such system as installed shall be obtained from such authority.
12. **SWIMMING POOLS.** Any pool placed or located on any lot in this subdivision shall be placed only in the rear yard, and shall be completely enclosed with a fence.
13. **WATER SUPPLY.** No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system installed shall be obtained from such authority.
14. **EASEMENTS.** A landscaping easement twenty feet square is reserved at the Northwest corner of Lots 1 for maintenance of such fences, shrubs and signage as may be erected by the undersigned. Easements are also created for a water line and for drainage as shown by the plat of the subdivision. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for these improvements for which a public authority or utility company is responsible.
15. **DRAINAGE.** No lot can be filled nor driveway constructed which will impede drainage.
16. **LOTS DIVISIONS.** No further division of any lot shall be permitted. Nothing in this paragraph shall prevent dividing lots for the purpose of increasing the size of resulting tracts (e.g. Lot 1 and E 1/2 of lot 2) with the express written consent of owners Tex Cassady and Gloria Cassady.
17. **ARCHITECTURAL CONTROL COMMITTEE.** No building, hedges or fences shall be erected, placed, or altered on any lot until the complete construction plans, specifications and a plan showing the location of all structures has been approved by the Architectural Control Committee as to the quality of workmanship, materials, and harmony of external design with existing structures.
Gloria Cassady, Tex Cassady, and Thomas Nixon as agents for the subdivder, shall serve as the sole members of the Architectural Control Committee until all lots have been sold or until their resignation, after which time lot owners can appoint by vote of majority. The Architectural Control Committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. The members of the committee, nor its designated Representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the sale of all the lots owned by Tex Cassady and Gloria Cassady, the then record owners of a majority of lots shall have the power through a duly recorded

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written instrument to change the membership of the committee or to withdraw from the committee or restore to it any powers and duties.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated Representative, fails to issue its written approval or disapproval within 30 days after plans and specifications have been submitted to it, or in any event, if no suit by any party enjoin the construction has been commenced prior to the completion thereof, approval will not required and the related covenants shall be deemed to have been fully complied with.

- 18. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In no event of a covenant cause a forfeiture of title.
- 19. TERM. All other covenants shall run with the land and be binding on all present and future owners or occupants of said facilities/dwellings, and the property on which they are situated for a minimum of twenty years.
- 20. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by the majority of then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 21. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

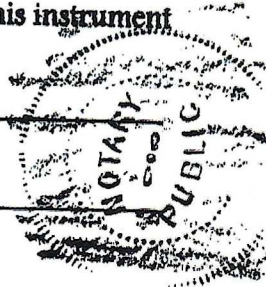
In Witness Whereof, TEX CASSADY AND GLORIA CASSADY has executed this instrument

on this the 13 day of July, 2012

Term/Cashier: PATSTG-PC / Patsya
 Tran: 9601.93618.120083
 CER Certification Fee 3.00
 INF Indexing Fee (Pro Judge) 2.50
 REC Recording Fee 12.00
 Total Fees: \$ 17.50

Tex Cassady
Tex Cassady

Gloria Cassady
Gloria Cassady



STATE OF ALABAMA
COVINGTON COUNTY

I, the undersigned authority, a Notary Public in and for said County in said State hereby certify that Tex Cassady and Gloria Cassady whose name is signed for the foregoing conveyance, and who is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, they executed the same voluntarily on the same bears date.

Witness my hand and seal this the 13 day of July, 2012
Covington County, Alabama

I certify this instrument was filed on
07-13-2012 01:35:11 PM
and recorded in Real Prop Book
2012 at pages 9189 - 9192
Benjamin M. Bowden, Probate Judge

Shanne Paul
NOTARY PUBLIC

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