Explanation for the Restrictions for the Falcon Crest 57.14 Acres.

The majority of the property is not restricted.

The first three pages are listed as Book 0600 Pages 0879-0881.
These apply to the "hook" portion of the 51.63 acres.
This hook is located in the southwest corner and borders the culdesac on Ravens Ridge Road.

The final three pages are listed as Book 0646 Pages 0500-0502.
These apply to the 5.51 acre portion that is south of the 51.63 acres.

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BOOK PAGE

0646 0500

STATE OF ALABAMA

COUNTY OF MADISON

001951

RESTRICTIONS

WHEREAS, the undersigned, is the owner of all the property more particularly described herein and

WHEREAS, before any of the said property is sold or conveyed to other persons, it is desired by the owner to fix and establish certain restrictions as to the use and enjoyment of all the said property and any parts or parcels thereof and to make such restrictions a part of any dedication of streets, alleys or public ways which might be dedicated to the public and to further protect all persons, or other entities that may hereafter become the owners of said property or parcels or parts thereof.

NOW, THEREFORE, the undersigned do by these presents establish and fix protective covenants and restrictions as to the future use of the said land and any parcels or parts thereof set forth herein and to grant to the public and to the future owners of the said property or any parcels or part thereof as a part of the enjoyment of the property the right to enforce such restrictions and rights as set forth herein.

1. PROPERTY TO BE RESTRICTED. THE FOLLOWING PROPERTY IS RESTRICTED BY THESE CONVENANTS:

The West one-half (1/2) of the Southwest quarter of Section 26, Township 4 South, Range 2 East, Madison County, Alabama, containing 80 acres more or less.

2. LAND USE AND BUILDING TYPE. Nor parcel or any part of said property shall be used except for residential purposes. No parcel or portion thereof, may have placed upon it more than one single-family dwelling, one barn and one garage. Additionally, each parcel or portion may contain one out-building per acre. All buildings shall be for the use of the owner of said property or portion thereof and must be of reasonable size, and must be attractive in appearance and of good quality workmanship. Provided, further, no residence or other building of any nature shall be erected nearer than forty (40) feet from any lot line or bluff line. Every effort shall be made to avoid blocking the view of an adjoining owner by the erection of any building. Further, the living space area of any residential dwelling, exclusive of one-story open porches, attics, basements and garages shall not be less than 2,000 square feet.

3. PARCEL AREA. The above described property may not be subdivided unto tracts of less than one (1) acre.

4. NUISANCES AND JUNKYARDS. No portion, parcel, lot or subdivision of the said property shall be used as a junkyard, salvage yard or other purpose or business which is considered illegal, dangerous or unsafe, or which constitutes a nuisance or is noxious or offensive by reason of emission of dust, odor, gas, smoke, fumes or noise.

STATE OF ALA MADISON CO
I CERTIFY THIS INSTRUMENT
WAS FILED ON
JAN 24 3 39 PM '85

5. TEMPORARY STRUCTURES AND MOBILE HOMES. No outbuilding, trailer, mobile home, tent, shack, temporary building, garage, incomplete or unfinished dwelling, or barn shall be erected, constructed, permitted or maintained on any part of the said property nor shall same be used or inhabited upon any part of the said property as a dwelling either temporarily or permanently except as provided herein. A mobile home or trailer shall be permitted on a strictly temporary basis during the period of construction of a permanent dwelling not to exceed a period of one (1) year and shall be removed from the premises upon completion of construction of the permanent dwelling. No commercial type vehicles shall be kept or stored on any part of the property except within an enclosed garage. A pleasure boat on its trailer or motor home may be parked or stored on a part or portion of the said property away from any street line and beyond and behind all building lines. The words "motor home" as used in these restrictions also include pleasure type travel trailers.

6. GARBAGE, SEWAGE AND REFUSE DISPOSAL. No lot shall be used or maintained for a dumping ground for rubbish, junk, trash, or motor vehicles of any nature. Trash, garbage or other waste shall not be kept except in sanitary containers. Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No individual sewage disposal system shall be permitted on any lot, unless said system is designed, located and constructed in accordance with the requirements, standards and regulations of the public health authorities of Madison County, Alabama, and the State of Alabama. Permits to install any sewage or waste disposal system shall be obtained from the public health authorities of Madison County, Alabama, and the State of Alabama if required prior to the installation of any said system. Approval of the said system as installed shall be obtained from such authorities prior to use. No individual sewage disposal system may be located in such a position or location so that it overflows or seeps onto adjoining property.

7. LIVESTOCK, POULTRY AND ANIMALS. There may be kept upon parcels or parts of the said property appropriate and safe numbers of horses, cattle, dogs, cats or other household pets, however, this shall not include the keeping or breeding of pigs, hogs, or swine on any part of the said property. Provided, further, poultry shall be allowed upon the said property up to a maximum of only twenty (20) birds for any portion or part of the said property regardless that the size of said portion shall exceed one (1) acre. Under no circumstances shall any said animals be kept, bred, or maintained on any part of the said property for any commercial purpose. All animals shall be confined to their owner's premises by fence, leash or otherwise.

8. SIGNS. No sign of any character shall be displayed or placed upon any part of the said property, except "For Rent" or "For Sale" signs, referring only to the premises on which displayed, and not to exceed eight (8) square feet in size. Any signs placed on the premises must be in good taste, unlit and not offensive. No flashing or portable type sign shall be permitted.

9. WATER COURSES & DRY CREEKS. No building shall be placed nor shall any material or refuse be placed or stored on any part of the said property within twenty (20) feet of the edge of any open water course (or dry creek), except that

clean fill may be placed nearer provided that the natural water course (or any dry creek) is not to be altered or blocked by such fill.

10. TERM. 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 of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the property has been recorded agreeing to change said covenants in whole or in part. For the purposes of voting to change these restrictions, a husband and wife shall have one vote and an unmarried owner shall have one vote provided, however, that no parcel shall be entitled to more than one vote regardless of the number of persons or entities which might own said parcel or portion thereof. An owner shall not in good faith convey a portion of his said parcel to another person for the purpose of controlling or influencing the voting on any amendment to these restrictions.

11. ENFORCEMENT. Enforcement of these restrictions and covenants shall be by proceedings at law or in equity against any person or entity violating or attempting to violate any covenant or restriction whether to restrain violation or to recover damages.

12. SEVERABILITY. 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.

IN WITNESS WHEREOF, the undersigned, owner of all interest in the above described tract, has executed the same on this the 23rd day of January, 1985

COUNTRY PLACES, INC.,

BY: Charles B Nelson
Charles B. Nelson,
President

STATE OF ALABAMA

MADISON COUNTY

I, the undersigned, a Notary Public in and for said County State, hereby certify that Charles B. Nelson, whose name as President of Country Places, Inc., a corporation is signed to the foregoing restrictions and who is known to me, acknowledged before me on this day that, being informed of the contents of said restrictions, he, as such officer and with full authority, executed the same voluntarily for and as the Act of Corporation on the day the same bears date.

GIVEN under my hand and official seal, this 23rd day of January, 1985.

Debra H Hendrix
Notary Public

This instrument prepared by:
Arnold Rankin Sneed
132 West Holmes Avenue
Huntsville, Alabama 35801

State of Alabama Madison County Probate Court

I hereby certify that the foregoing instrument was filed for record in this office on 1-24-85 at 3:38 pm o'clock and duly recorded.

Deed Tax Mortgage Tax Frank H. Riddick, *Judge of Probate*

BOOK PAGE

0600 0879

075811

STATE OF ALABAMA

COUNTY OF MADISON

RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned HORSE COVE PARTNERSHIP, A LIMITED PARTNERSHIP, CHESTER J. ARD and wife, ELIZABETH B. DINGLER ARD, CHARLIE S. BURRUS, a single person, CHARLES FLACK, III and wife, CYNTHIA A. FLACK, ROLAND N. WEAVER and wife, DEBORAH H. WEAVER, MICHAEL E. GAY and wife, KATHERINE J. GAY, ELFRED M. LEE and wife, SHERRY J. LEE, BEN H. FURNAS and wife, NELLIE JANE FURNAS, TOMMIE J. MILLER, a single person, JANIS S. FORSYTHE, a single person, DOUGLAS S. HERRING and wife, LEIGH ANN HERRING, DAYREL R. MOORE and wife, JULIET MOORE, COY L. MOORE and wife, CARLEEN A. MOORE, CLEVELAND ROBINSON and wife, BETTIE M. ROBINSON, EDWIN L. DERRICK and wife, CAROLYN DERRICK, JOHN JAY HARPER and wife, CONSTANCE J. HARPER, LIONEL E. RAY, a single person, RONALD E. MALONE and wife, ALTHEA K. MALONE

TRACT 1: The East half of the Southwest Quarter and the Southeast Quarter of Section 26, Township 4, Range 2 East, containing 240 acres more or less: AND

TRACT 2: The East Half of the Northwest Quarter, the Northeast Quarter, the Northeast Quarter of the Southwest Quarter and the North Half of the Southeast Quarter of Section 35, Township 4, Range 2 East, containing 360 acres, more or less, and the aggregate acreage in Tracts 1 and 2, being 600 acres, more or less.

It is the desire of the owners hereof that before any of the land shall be sold or conveyed to any other person, firm or corporation to affix and establish certain restrictions as to the use and enjoyment of said property and to make such restrictions a part of the dedication of any street and public ways so dedicated to the public by the filing of any plats or maps and thereby protect all persons, firms or corporations that may in the future become owners of said property or any part thereof.

NOW, THEREFORE, the undersigned in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, do by these presents establish and file these protective covenants and restrictions as to the future use and enjoyment of the property set forth above.

1. No waste of any nature shall be committed on any portion of the property. No garbage, trash, waste, or refuse shall be dumped or placed on any portion of the lands.

2. No noxious, illegal, any acts or activities which violate the laws, ordinances and regulations of any governing body and no offensive activity shall be carreid on upon any portion of said property, nor shall anything be done thereon which may be or become an annoyance or nuisance.

3. No junk yard, salvage yard, or other commercial venture other than farming and the raising of livestock, shall be permitted on the hereinabove described property. However, notwithstanding anything herein to the contrary, no pigs, hogs, poultry, or swine, may be kept, maintained or bred on any portion of the herein described property for commercial purposes.

4. No individual sewage disposal systems shall be permitted on any portion of the lot, unless that system is designed, located and contracted in accordance with requirements, standards and regulations of the Public Health authorities of Madison County, Alabama, and of the State of Alabama. Approval of the said system as installed, shall be obtained from such authorities. No individual sewage disposal system may be located in such a position or location so that it overflows or seeps on adjoining properties.

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5. 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 of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the property has been recorded, agreeing to change said covenants in whole or in part.

6. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrian violation or to recover damages.

7. 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.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 13th day of April, 1982.

HORSE COVE PARTNERSHIP, A
LIMITED PARTNERSHIP

BY: Marvin H. Brown
MARVIN H. BROWN, General Partner

BY: Dawson E. White
DAWSON E. WHITE - Limited Partner

BY: Charles B. Nelson
CHARLES B. NELSON

Chester J. Ard
CHESTER J. ARD

Elizabeth B. Dingler
ELIZABETH B. DINGLER

Charley S. Burruss
CHARLEY S. BURRUSS

Charles Flack III
CHARLES FLACK, III

Cynthia A. Flack
CYNTHIA A. FLACK

BOOK PAGE

0600 0881

ROLAND N. WEAVER

DEBORAH H. WEAVER

MICHAEL E. GAY

KATHERINE J. GAY

ELFRED M. LEE

SHERRY J. LEE

BEN H. FURNAS

NELLIE JANE FURNAS

LIONEL E. RAY

RONALD E. MALONE

ALTHEA K. MALONE