

**DECLARATION OF PROTECTIVE COVENANTS
FOR
ADAMS LANDING AT NERO ROCK PLAT NO. 1**

STATE OF ALABAMA)
COUNTY OF ELMORE)

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, **J.C. Holley Development, LLC**, an Alabama limited liability company is the owner of real property known as **Adams Landing at Nero Rock Plat No. 1** (hereinafter referred to as "Subdivision"), located in Elmore County, Alabama, a more particular description of which appears on that certain map of Adams Landing at Nero Rock Plat No. 1 as appearing of record in the Office of the Judge of Probate of Elmore County, Alabama in Plat Book 25 at page 33, a copy of which is attached hereto and made a part hereof; and

WHEREAS, **J.C. Holley Development, LLC**, desires to subject said property and each lot to be located in said Subdivision to and impose upon said lots mutual and beneficial restrictions, covenants, terms, conditions and limitation (herein for convenience sometimes referred to collectively as "Restrictions") for the benefit of all the lots in said Subdivision, the future owners of said lots, and any other party as may be specified herein;

NOW, THEREFORE, **J.C. Holley Development, LLC**, does hereby proclaim, publish and declare that all of the said lots in said Subdivision (herein "Lot" or "Lots") are subject to, held and shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the following Restrictions which shall run with the land and shall be binding upon **J.C. Holley Development, LLC**, and upon all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

J.C. Holley Development, LLC, shall from this point on be referred to as "Declarant".

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every Lot in the Subdivision and are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots therein, to create reciprocal rights between the respective owners of said Lots; and to create a privity of contract and state between the grantees of said Lots, their heirs, successors and assigns.

ARTICLE II
REQUIREMENTS OF CONSTRUCTION

Section 2.A. Concept. It is intended that the Subdivision development will be a residential community of high esteem and quality homes in a delightful environment. The concept of Adams Landing Subdivision is to provide harmony of architectural standards, but not absolute conformity.

Section 2.E. Design Criteria, Structure.

2-E-1. It is the intent of Adams Landing Subdivision to generally present a sound architectural environment. The following types of exterior materials are acceptable:

- (a) Brick
- (b) Stone
- (c) Cement Siding
- (d) Wood siding
- (e) Stucco
- (f) Metal Roofing
- (g) Natural-colored asphalt shingles.
White roofing of any material is NOT acceptable.

- (h) No vinyl siding will be permitted, with the exception of eaves and soffits.

2-E-2. Building Setbacks. No building shall be located on any lot nearer to the front lot line or nearer to the street line than the building line for such lot shown on the plat. Buildings shall be located a minimum of 25 feet way from the 490 foot water elevation.

No boat house structures shall be allowed at the shoreline or over water.

2-E-3. Garage doors must remain closed except when vehicles are entering and/or exiting the garage.

2-E-4. Window, Window Treatments and Doors.

- (i) Reflective glass shall not be permitted on the front exterior of any dwelling. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.
- (ii) No aluminum colored windows shall be utilized on the front or sides of any dwelling. Burglar bars or doors shall not be permitted. No aluminum colored doors with glass fronts (e.g., storm doors) shall be allowed on the front of any dwelling.
- (iii) Appropriate window treatments shall be used on all windows. Sheets, bed linens, blankets and paper or plastic bags are not appropriate window treatments.

2-E-5. No chain link or wire fences are allowed.

Section 2.F. Construction Obligations. All improvements constructed on any Lot located within Adams Landing Subdivision shall be made by a licensed contractor or builder.

2-F-1. During construction, all vehicles, including those delivering supplies, must enter the building site only on driveways and such vehicles must be parked on the building Lot where the construction is under way so as to not unnecessarily damage grass or trees outside of driveway right-of-way.

2-F-2. All building debris, stumps, trees, etc., must be removed from each Lot by builder as often as necessary to keep the house and Lot attractive.

2-F-3. During construction, builder must keep homes and garages clean and yards cut.

2-F-5. Underground Utilities. All utility lines, pipes, conduits and wiring for electrical, gas, telephone, water, sewer, cable television, security and any other utility service for any portion of the Subdivision shall be installed and maintained below ground.

ARTICLE III

EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

Section 3.A. All Lots in the Subdivision shall be known and described as residential Lots and shall be used for single family residential purposes exclusively. The Lot lines shown on this plat may be further modified by the owners thereof without the approval or joinder of the owners of the other Lots in this plat, provided no additional building lots may be created thereby. In the event of any resubdivision of any Lots shown on this map, each tract so constituted shall be considered as and referred to as one lot for the purpose of these Covenants and these Covenants shall apply the same as if each tract had been platted as one lot on this plat. Should the owner of two adjacent Lots desire to build and maintain a single dwelling on the combined Lots, then the side lot line restrictions shall apply only to the extreme side lines of the combined Lots. Notwithstanding the foregoing, no lot

lines or building lines may be further modified without the majority written consent of the Lot owners.

No profession or home industry or other commercial venture shall be conducted in or on any part of the property or in any improvements thereon.

Section 3.B. Every building erected on a Lot in the Subdivision, exclusive of one story open porches, garages, carports and other finished spaces, shall each have a ceiling height of not less than eight feet in all enclosed, heated, habitable areas and in dwellings of not less than 1,600.00 square feet of floor space.

Section 3.C. No more than a single family unit shall occupy any dwelling house. Detached auxiliary buildings are permitted so long as they conform to and are of the same quality as the primary dwelling house. All dwellings must be built within the building lines shown on the recorded plat of Adams Landing Subdivision. All guest houses, pool houses, storage houses or garages must follow the architectural style of the dwelling. Any garage or out building shall be of a permanent nature and shall conform to the general architecture of the main residence. Prefabricated and/or portable structures shall be considered non-conforming.

ARTICLE IV **GENERAL PROHIBITIONS AND REQUIREMENTS**

Section 4.A. It shall be the responsibility of each Lot owner to prevent the development of any unclean, unsightly or unkept conditions of building or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

Section 4.B. All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent them from becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon.

Section 4.C. No trash or other refuse shall be dumped, stored or accumulated on any Lot. Trash, garbage or other waste shall not be kept on any Lot except in

sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition. The owner of each Lot shall contract with the proper authorized agent in Elmore County for the collection of trash, refuse and garbage.

Section 4.D. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, and other normal and common household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and provided that they are kept in reasonable numbers and under reasonable conditions so as not to create a nuisance and not to otherwise unreasonably disturb the neighbors or the neighborhood. No dogs with vicious tendencies shall be kept.

Section 4.E. No noxious, offensive or illegal activity shall be carried out upon any Lot nor shall anything be done on any Lot which may be or may become an annoyance or nuisance to the neighborhood.

Section 4.F. No oil or natural gas mining or exploration such as drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

Section 4.G. No structure of a temporary character, trailer, basement, tent or shack shall be used at a time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling are completed and a certificate, or other satisfactory evidence of completion, is issued by Elmore County or other necessary governing authority.

Section 4.H. Any dwelling or other structure on any Lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year from the beginning of the start of rebuilding. All debris must be removed and the Lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than 90 days.

Section 4.I. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked in

public view or stored on any road, street or driveway located in the Subdivision for any period of time in excess of 48 hours except in garages or on the rear part of the Lot. Also, no unkept or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, yard or Lot except in garages, barn, storage house or carport.

4-I-1. INTENTIONALLY LEFT BANK

4-I-2. Commercial Trucks: No commercial truck, vehicle or equipment shall be permitted to be parked or to be stored at any place on subject property. This prohibition on parking and storage shall not apply to temporary parking of trucks and/or commercial vehicles used for pickup and delivery.

4-I-3. Vehicle Maintenance and Repair: No vehicle maintenance or repair shall be performed on any vehicles upon any portions of the subject property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing exception for emergencies, all repairs to disabled vehicles within the property must be completed within 24 hours from its immobilization or the vehicle must be removed.

Section 4.J. There shall be no discharging of any type of firearm in the Subdivision or any surrounding area.

Section 4.K. No window air conditioners shall be permitted unless specifically approved by majority consent of the Lot Owners.

Section 4.L. All outside radio and T.V. antennas shall be installed in such a way as to be non-visible from the main road and where possible it should be placed on the back side of the chimney; otherwise, they must be placed on the back side of the roof. All satellite dishes must be in the rear yard and screened from view.

Section 4.M. No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color of the roof covering.

Section 4.N. Outside storage tanks such as propane tanks, or similar storage receptacles are required to be buried underground or to be screened from view by screen planting or fencing.

4-N-1. Swimming pool equipment and housing must be underground or placed in walled-in or landscaped areas so as not to be visible from adjoining property.

4-N-2. No water pipes, gas pipes, sewer pipes, drainage pipes or clotheslines may be installed or maintained on the property so as to be visible from adjoining property or public view, except hoses and movable pipes used for temporary irrigation purposes.

4-N-3. No machinery shall be placed on or operated upon any portion of the subject property except such machinery as is normal and usual in the maintenance of a private residence, or except such as is necessary during the original construction of a residence or a major renovation or improvement thereto.

Section 4.O. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots.

ARTICLE V **EASEMENTS**

Section 5.A Declarant reserves for itself, its successors and assigns, the right to use, dedicate and/or convey to the State of Alabama, to Elmore County and/or to the appropriate utility company or other companies, rights of way or easements on, over or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, cable television, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in and over strips of land 10 feet in width along the rear property line of each Lot and 10 feet in width along each side line of each Lot, with a further easement reserved to cut or fill a three to one slope along

the boundaries of all public or private streets built in the Subdivision.

Section 5.B. Drainage flow shall not be obstructed or diverted from drainage swells, storm sewer and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these Restrictions. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health and appearance. Except as provided herein, existing drainage shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots. This provision, as well as all others herein, shall run with the land and pertain to all present and future owners of the Lots in Adams Landing Subdivision over and across which said easements and drainage ways run.

Section 5.C. The grantee in a deed to any Lot subject to the coverage of these Restrictions shall be deemed to have received by and through the grantee's receipt of said deed, an easement for ingress and egress over and upon the roadways as depicted on the recorded plat of Adams Landing Subdivision and any additional phases thereof made subject to these Restrictions as amended. The benefit of this easement for ingress and egress shall cover both vehicular and pedestrian use by the grantee, his heirs and assigns, family members, guests, invitees and employees of proper fire departments, police departments and the U.S. Postal Service.

ARTICLE VII **ENFORCEMENT**

Section 7.A. In the event of a violation or a breach of any of these Restrictions, or any amendment thereto by any property owner, or family of such owner, or agent for such owner, the owner(s) of Lot(s), or any other party to whose benefit these inure, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said Restrictions, to sue for and recover damages or other

dues, or take all such courses of action at the same time, or such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to invoke an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation. The Declarant shall not be responsible in any way for any delay or failure by any or all of such entities, their successors and assigns, to enforce or seek to enforce any violation or breach of any of these Restrictions, or amendments thereto.

Section 7.C. Wherever the term "Declarant" or "Declarant" is used herein it shall mean J.C. Holley Development, LLC, its successors and assigns. These Covenants and Restrictions touch and benefit all the land reflected on the above-referenced plat map and shall run with the land and shall be binding upon the land and all Lot owners within the plat, their heirs, successors and assigns, the utilities referenced herein either specifically or generally, and their successors and assigns. The Declarant expressly reserves the sole and exclusive right and privilege, both for itself and its successors and assigns, to change, alter, modify or amend any of the terms, covenants and provisions of this Declaration or to grant a variance to or from any of the terms, covenants and provisions of this Declaration, without the consent or approval of the owners of Lots in this plat provided, however, that, if any such change, alteration, modification, amendment or variance concerns the annexation of real property (except for such property which has been previously approved by the Department of Veterans Affairs). This Declaration may be amended by the approval of seventy-five percent (75%) of the owners of Lots within this plat, as amended.

Section 7.D. Each and every Lot owner and future Lot owners, in accepting a deed or contract for any Lot or Lots in Adams Landing Subdivision agrees to adhere to these Protective Covenants governing Adams Landing Subdivision. If said Lot owner(s) does not adhere to said Restrictions and legal action is taken against the party in violation of said Restrictions, then the Lot owner(s) in violation agrees to pay all attorney fees and other associated costs incurred by other parties in pursuing legal action to remedy violation of these Restrictions.

ARTICLE VIII
GRANTEE'S ACCEPTANCE AND INDEMNIFICATION AGREEMENT

Section 8.A. The grantee of any Lot subject to the coverage of these Restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purpose thereof, whether from Declarant or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these Restrictions and the agreements herein contained.

Section 8.B. Each and every Lot owner and future Lot owners, by accepting a deed or contract for any Lot or Lots in Adams Landing Subdivision, whether from Declarant or a subsequent owner of such Lot, agrees to indemnify and reimburse Declarant for any damage caused by such Lot owner or the contractor, agent or employees of such Lot owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer line or sanitary sewer lines owned by Declarant, the city or the county, or for which either has the responsibility, at the time of such damage.

Section 8.C. Each and every Lot owner and the future Lot owner, by accepting a deed or contract for any Lot or Lots in Adams Landing Subdivision, whether from Declarant or a subsequent owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless Declarant, its successors and assigns, and its agents, directors and employees, from and against any and all claims and demands by such owner, any member of his or her family, their employees, agents, guests, invitees, licensees, contractors and employees or for damages to property or injury or death, including, but not limited to, Declarant's contributory negligence, which may arise out of or be caused directly or indirectly by such owner's(s') Lot or Lots and/or the use of or construction on said Lot or Lots by said owner, any member of his or her family, their guests, agents, invitees, licensees, contractors or employees or subcontractors of such contractors or by any other person whomsoever. The indemnification by such owner as set forth above shall cover any and all expenses of Declarant, its successors and assigns, including attorney fees resulting from any claims or demands.

Section 8.D. Each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot or Lots in Adams Landing Subdivision, whether from Declarant or a subsequent owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any contractors of such owner, or employees of contractors or subcontractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such owner, his or her family, and such contractor and its employees and subcontractors.

ARTICLE IX
SEVERABILITY

Section 9.A. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions and of and from every combination of the Restrictions. Invalidation by any court of any Restrictions in this instrument shall in no way affect any of the other Restrictions which shall remain in full force and effect.

ARTICLE X
CAPTIONS

Section 10.A. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to make or apply to the feminine or the neuter.

ARTICLE XI
MISCELLANEOUS


Section 11.A. Waiver. None of the terms or provisions of this Declaration can be waived, modified or amended except by a written instrument duly signed by the party against whom such waiver, modification or amendment is sought to be enforced.

Section 11.B. No Reverter. No provision of this Declaration is intended to create, or shall be construed as creating, a condition subsequent to or a possibility of reverter.

Section 11.C. Gender. Throughout this Declaration the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa, unless otherwise clear from the context in which such term is used.

Done this the 29th day of December, 2015.

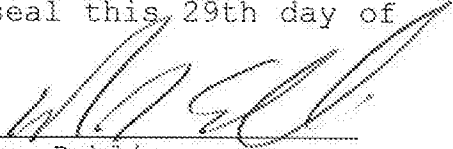
J.C. Holley Development, LLC


By J. Chad Holley
Its: Member

STATE OF ALABAMA
MONTGOMERY COUNTY

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that J. Chad Holley, whose name as authorized member of J.C. Holley Development, LLC, an Alabama limited liability company is signed to the foregoing, and who is known to me acknowledged before me on this day, that being informed of the contents of the conveyance he, as such authorized member and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 29th day of December, 2015.



Notary Public
My Commission Expires: 7-15-17

Prepared By:
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641 S. Lawrence St.
Montgomery, Alabama 36104

