

**RESTRICTIVE COVENANTS OF
HIDEAWAY COVE**

STATE OF ALABAMA)
)
COUNTY OF TALLAPOOSA)

KNOWN ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, HIDEAWAY COVE, LLC, own certain lands in Tallapoosa County, Alabama, which they caused to be subdivided and platted, and plat thereof has been recorded in Plat Book 11 at Page 69, in the Office of the Judge of Probate, Tallapoosa County, Alabama, and;

WHEREAS, HIDEAWAY COVE, LLC, (hereinafter called Developers) are desirous that the said lots described on said plat be restricted as provided hereinafter for the use of present and future owners as an uncontested, pleasant, healthful and desirable community;

NOW THEREFORE, Developers hereby declare that all lots as described on the above-referenced plat shall be subject to the following restrictions, conditions, exceptions and protective covenants.

1. No lot shall be used except for single family residential purposes. No commercial activity shall be conducted or permitted on any lot.
2. No dwelling shall be permitted on any lot that is smaller than herein provided. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and material substantially the same or better than that which can be produced on the date these covenants are recorded for the minimum permitted dwelling size. The minimum size home shall not be less than 1,500 square feet. No structure of a temporary nature shall be placed upon a Lot at any time. No modular homes, double-wide homes, prefab homes, trailers, tents, mobile homes, or other similar structures or outbuildings shall be placed on any Lot either temporarily or permanently.
3. No noxious or offensive activities shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No illegal operations or acts shall be conducted on any lot in this subdivision.
4. No sign of any kind shall be displayed to the public view on any lot except: one professional sign, if not more than five (5) square feet advertising the property for sale, or for rent, or for signs used by the builder to advertise the property during the construction and sale period and those signs or sign required by any governmental agency or public utility.

5. No commercial activity of any sort shall be permitted upon any lot.
6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such 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 lots shall be used for the storage of abandoned junk automobiles, motorcycles, motor homes or other motor vehicles; nor shall any such vehicles be stored or kept on any lot whatsoever.
7. No building shall be located on any lot nearer than 50 feet to any public right-of-way or nearer than 10 feet to any other property line of the lot.
8. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of the property and no odors shall be permitted to accumulated upon any portion of the property and no odors shall be permitted to arise so as to render any portion of the property (or any other lot) unsanitary or unsightly, offensive or detrimental to any other property or to occupants thereof. Nothing contained in this paragraph shall be construed to prohibit the maintenance by owners or tenants of regularly cleaned garbage and trash containers. No stream, creek or other area of natural drainage shall be used as a depository for or to remove from the property any untreated sewage or other unpleasant or harmful pollutant.
9. No exterior speakers, horns, whistles, bells or other sound devices except security devices used exclusively for security purposed shall be located, used or placed on the premises. Antique dinner bells shall be allowed on any lot.
10. No dwelling unit or other improvement shall be permitted to fall into disrepair and each improvement, structure and exterior fixture shall at all times be kept in good condition and repair and adequately painted or otherwise finished.
11. Vehicles not operable or not in good running order shall not be left on any premises for over six (6) weeks.
12. Enforcement shall be by proceedings at law or at equity against any person or persons or entities violating or attempting to violate any covenants or restrictions or conditions contained herein or recover damages therefore. Such proceedings may be instituted by any person or other entity owning or occupying any property within said subdivision. Hideaway Cove, LLC assumes no responsibility for enforcing covenants. Any lot owner found in violation of these covenants by a court of competent jurisdiction shall pay all reasonable attorney fees and court costs incurred for the enforcement of the covenant or covenants.
13. These covenants run with the land perpetually from date of signing and shall be binding upon all parties and all persons and shall run with the land and shall be binding on all successors in title. Each person who now or hereafter owns or acquires any rights, title or estate in any portion of the property is and shall be conclusively deemed to have consented and agreed to

every covenant, condition and restriction contained herein. These covenants control all property and property rights of succeeding owners, whether referred to in the muniments of title of succeeding owners or not.

14. 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.

15. No trees greater the eight (8) inches in diameter shall be cut or removed from any lot except as follows:

- a. Trees within and fifteen feet beyond the footprint of the residence;
- b. Trees within five feet of the driveway and parking areas;
- c. Trees in the area where the septic tank and field lines are to be located and within five feet of said tank lines.

16. No lot may be further subdivided or re-platted by an Owner without the express written permission of the Developer or the consent of a majority of lot owners (with one vote for each lot owned). Developer, however, expressly reserves the right to subdivide, re-plat, or realign any lot or lots as he sees fit prior to the sale of all lots.

17. An initial two member Building Committee shall consist of Steve Fuller and David Robinette. If a member resigns from the Committee or otherwise becomes unwilling or unable to serve, the remaining committee members should appoint a replacement who owns a lot in Hideaway Cove.

18. At such time as the Building Committee determines by majority vote that maintenance, repairs, or other upkeep needs to be performed on any easement or roadways leading to and through Hideaway Cove, the owner or owners of each of the seven lots in Hideaway Cove shall pay 1/7th of the total cost of such maintenance, repair or upkeep. If any person owns more than one lot, such person or persons shall pay 1/7th of the total cost of such repair, maintenance, or upkeep for each lot owned.

19. The Building Committee shall have exclusive and sole authority to determine if and when maintenance, repairs or upkeep to the roadways and easements are needed. Further, the Building Committee shall have the exclusive authority to select the contractor, entity, or person to perform such repairs and maintenance and to negotiate and enter into any contract or agreement for such repairs, maintenance, or upkeep. The Building Committee shall also have the right to receive payment in full from each lot owner for the maintenance cost immediately upon request to do so by the Building Committee.

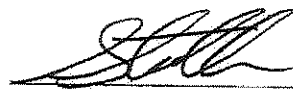
20. Any person purchasing a lot in Hideaway Cove, by purchasing such lot, specifically promises, contracts, and agrees to immediately pay 1/7th for each lot owned, of the cost of any repairs, maintenance, or upkeep of the roadways of Hideaway Cove when the Building Committee determines such repairs are needed.

MICHAEL MEZICK, LLC



MICHAEL MEZICK, Owner Lot 3

HIDEAWAY COVE, LLC

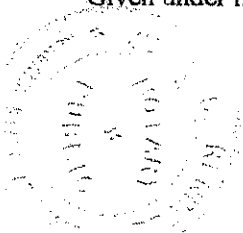


STEVE FULLER

STATE OF ALABAMA)
COUNTY OF TALLAPOOSA)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that STEVE FULLER, whose name as Member of HIDEAWAY COVE, LLC, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and official seal this the 4th day of ~~October~~ ^{MARCH} 2009.



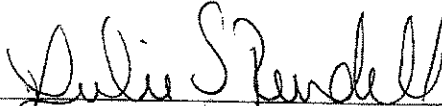
Notary Public

My Commission Expires: July 11, 2012

STATE OF ALABAMA)
COUNTY OF TALLAPOOSA)

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that MICHAEL MEZICK, whose name as Member/Owner of MICHAEL MEZICK, LLC, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he executed the same voluntarily for and as the act of said Corporation on the day the same bears date.

Given under my hand and official seal this the 4th day of ~~October~~ ^{MARCH} 2009.



Notary Public

My Commission Expires: July 11, 2012

This instrument was prepared by:
Donald R. Harrison, 125 W Columbus Street, Dadeville, AL 36853