

CEDAR SHORES

COVENANTS AND RESTRICTIONS

- (1) The property shall be used only for residential purposes and there shall not be constructed on the property more than one detached single-family dwelling containing not less than eighteen hundred (1,800) square feet, if one story, or not less than one thousand (1,000) square feet per story if two stories, exclusive of carports, garages, patios and porches.
- (2) No building shall be erected altered, placed or permitted to remain on the property except as herein provided. In addition to such dwelling, there may be constructed garages or other permanent buildings or structures customarily incidental to residential use.
- (3) No building shall be located on the property nearer in the front line than forty (40) feet, or as shown by recorded map.
- (4) No noxious nor offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- (5) No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on the property at any time as a residence either temporarily or permanently.
- (6) No oil drilling, oil-development operations, oil refinings, quarrying or mining operations of any kind shall be permitted upon the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.
- (7) The property shall not 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 material shall be kept in a clean and sanitary condition.
- (8) No individual water-supply system shall be permitted on the property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State of Alabama Department of Public Health. Approval of such system as installed shall be obtained from such authority.
- (9) No individual sewage disposal system shall be permitted on the property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Alabama Department

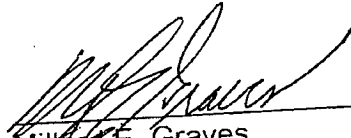
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Billy Atkinson, Probate Judge, Talladega County, AL


of Public Health.

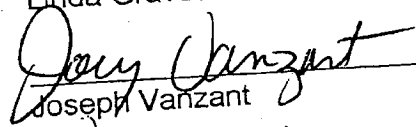
- (10) No animals or birds, other than household pets, shall be kept on any lot. There shall be no commercial breeding or raising of household pets on any of the property.
- (11) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period 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 then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- (12) If the owner of any property in this development, or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development 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 so doing or to recover damages or other dues for such violation.
- (13) Invalidation of any one or more of these covenants or restrictions by judgement of any court shall in no ways affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.


IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the

17th day of October, 2003.


Millard E. Graves

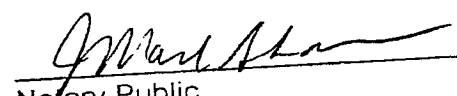

Linda Graves


Joseph Vanzant


Raegan Vanzant

Recording Fee 19.00
TOTAL 19.00

Subscribed and sworn to before me this 15th day of October, 2003.


Notary Public
My Commission Expires 1-21-2004

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Billy Atkinson, Probate Judge, Talladega County, AL