

RESTRICTIONS AND PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That whereas the undersigned, Donna Drake, is the owner of the following described real property situated in Cherokee County, Alabama, to-wit:

Lots 1 through 41 both inclusive, of Taylor Ridge subdivision, Cherokee County, Alabama, according to the plat thereof recorded in Plat Book 13 at page 90 in the Probate Office of Cherokee County, Alabama. Said lands are located in the north ½ of the southwest ¼ of section 1, Township 10 South, Range 8 East. Cherokee County, Alabama.

AND WHEREAS, the said Donna Drake, deems it advisable to impose and place certain covenants, restrictions, limitations and conditions on said real Property, governing the use and occupancy thereof; and

NOW, THEREFORE, the undersigned Donna Drake does hereby impose on the above described real property, the following covenants, restrictions, limitations, and conditions:

1. No lot shall be used except for residential purpose.
2. No dwelling shall be built upon any lot which does not contain a minimum of 1700 square feet of heated area, exclusive of open porches, garages and basements. 1400 square feet must be located on the first or main floor above ground.
3. The property is to be limited to use as a single family residential property. No rental housing or apartment housing shall be allowed. No duplex or multi-family residence or commercial shall be constructed on any lot. No business, commercial trade or manufacturing activity shall be conducted or permitted on any lot. As aforesaid, no structure on any lot shall be used for rental property.
4. Siding material shall be stucco, brick or stone. Exposed concrete block, concrete, cinder blocks, or other fabricated masonry blocks shall be veneered with brick or natural stone, stucco or other approved material over the entire surface exposed above finished grade to match the building 50% of vinyl siding is acceptable with approval of the developer. Rear of house can be vinyl siding on interior lots.

5. No structure of temporary character, trailer, basement, shack, tent, garage, barn or other outbuildings shall be used on any lot at any time as a residence, whether temporarily or permanently. No mobile home, trailer or double-wide type residence shall be permitted on any lot as a residence, either temporarily or permanently. No residence shall be moved from another location and be placed on a lot.
6. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall be kept in sanitary containers.
7. All sewage disposal systems are to be installed with the requirements, standards and recommendations of the Cherokee County Health Department.
8. Only one dwelling per lot allowed. While no lot may be re-divided such that more than one dwelling may be constructed thereon, lots may be combined with each other or with portions of other lots to form a location for one single residence. In the event such combination does occur, no portion of lot used in such combination maybe subsequently utilized as a separate building site.
9. During construction, all builders shall keep the Lot as free of trash and construction debris as possible. Any surplus materials or trash on site must be kept hidden from the street and adjacent lots. Declarant shall have the right, but not he obligation, to remove any such debris and to place a lien against such Lot for the reasonable cost of such removal of trash, should it accumulate, In addition, it shall be the obligation of each Owner, his builder to keep the streets and roads in said subdivision, free of dirt, gravel, etc. and other litter lost or dropped by delivery or work vehicles. Any owner or his builder, who causes damage to the streets or common areas of the subdivision, shall be held liable for the cost of repair of said damage, and shall repair said damage forthwith at his own expense.
10. Before any residence on any lot may be occupied, it must be completely finished on the exterior in accordance with the plans and specifications approved by the developer. All of the yard, which is visible from any street, must be sodded with grass or have other suitable ground cover (as approved by the developer) and the driveway surface must be paved.
11. Prefabricated structures or factory built structures shall not be permitted within Taylor Ridge subdivision , Cherokee County, Alabama. This does not prohibit panalized housing where actual units are assembled onsite.

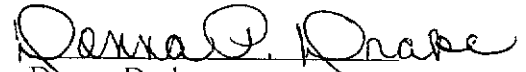
12. No window air conditioning unit or window heating unit may be located in any part of any dwelling. Any such unit in an accessory structure shall not be placed on such structure so as to make it visible from the subdivision roadway.
13. A detached accessory structure may be placed on a lot to be used for playhouse, swimming pool, tool shed, dog house, gazebo or garage. Such accessory structures shall conform in exterior design and quality to the dwelling on the same lot. There shall be no more than three detached sheds or outbuildings on any one lot or other structures as aforesaid.
14. Structures shall be setback at least 30 feet from the street right-of-way and at least 10 feet from the side boundary lines of any lot.
15. No commercial trucks or vehicles in size of 1 ton or larger may be parked overnight on any lot in the subdivision. No inoperable vehicles shall be allowed to be parked on a lot for more than 7 days (consecutive or otherwise) and no vehicle shall be allowed on any lot on jacks or blocks for more than 3 days (consecutive or otherwise).
16. No outside clothesline will be allowed. Garbage cans and woodpiles shall be kept screened by adequate planting or fencing so as to conceal them from view by neighboring residences and streets, and may be maintained in the rear yard on a lot only. If rubbish, garbage, or any other form of solid waste is to be disposed of by being collected on a regular and recurring basis, containers may be placed in the open only on the day that a pick-up is to be made in order to provide access to persons making such pick-up.
17. All lots, vacant or not, shall be kept cleared and or mowed after purchased.
18. No temporary house, manufactured home, coach, mobile home, camper, trailers or tent shall be placed upon any lot for use as a residence or parked on any lot for any period. Also, no motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer or like equipment shall be allowed on a temporary basis not to exceed two (2) weeks. Notwithstanding the foregoing, if prior approval of the developers is Obtained, any such vehicles or equipment may be stored on a lot, Provided such vehicle or equipment is kept in a concealed manner from view of other lot owners and be approved by the Developers not with standing the foregoing, a truck (less than one ton) with camper top or boat or boat trailer or like equipment my be stored in one of the allowed enclosed detached outbuildings or in the house garage.

19. All driveways must ingress and egress subdivision streets and must be paved with asphalt or concrete. No dirt or gravel drives are allowed. Existing trees, topography and landscape planning should be taken into consideration.
20. The developer will provide electrical, water, sewage, and telephone line service along at least one side of the subdivision roadways. Each lot owner will be required to keep electrical, gas, cable television and telephone service underground from the pedestal or line at any subdivision road to the house entrance and pay to the utility provider all fees, assessments, deposits and other sums due to obtain a tie on and services to and across such lot owned. No above ground wiring or utility lines will be permitted unless the itemized cost of such underground requirement exceeds the sum of Five Thousand Dollars (\$5000.00) whereupon the lot owner or owners may request the Developer to give a written waiver of such underground requirement in whole or part. Developer has the option of granting or denying such request at their discretion in whole or in part and the decision shall be binding and final and not subject to any further action. The said decision of Developer as to one lot shall not be binding as to their decision regarding another lot in the subdivision.
21. Domestic pets, such as dogs and cats are permitted on the lots subject to these covenants. Such keeping shall be as domestic pets and not for commercial purposes. The keeping, housing of otherwise maintaining of hogs, cows, chickens, turkeys, sheep, goats, horses, and livestock of any kind or other animals determining not to be a domestic pet is expressly prohibited.
22. No fence, wall, hedge, shrub, trees or flowers which obstruct sight lines at elevations between 2 and 6 feet above the roadways shall be erected, placed, planted or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street property lines extended. This sight line limitation shall apply on any lot within 10 feet from the intersection, unless the foliage is maintained at a sufficient height to prevent obstruction of such sight lines.
23. All dwelling and residences erected on said lots shall be maintained in reasonably good appearance during the effective time of these covenants.
24. No products that are listed on any current stipulated hazardous or toxic materials list of the Environmental protection Agency, of the

Alabama Department of Environmental Management or any other Government Agency, shall be stored or used on any lot, except that gasoline and other petroleum products, pesticides, and fertilizers may be stored and used on a lot for the purpose of normal and routine maintenance of grounds and the normal, routine construction, repair, maintenance and operation of a dwelling and other improvements located on a lot.

25. These Protective Covenants and restrictions shall run with the land and shall be binding upon and enforceable by and against all person said subdivision and they shall be effective for a term of twenty-five (25) years from the date these Protective Covenants and Restrictions are recorded in the Probate Office of Cherokee County, Alabama, after which time said Protective Covenants and Restrictions shall be automatically extended for successive periods of five (5) years each, unless during such extension period an instrument properly executed by at least three-fourths (3/4) of the owners of the lots of the subdivision is recorded otherwise extending, changing or terminating such restrictions and covenants in whole or in part.
26. Any party who claims title, legal or equitable, including the right of possession, to any of the real estate in this subdivision shall be entitled to enforce the provisions of these Protective Covenants and Restrictions, or any part thereof, and by the acceptance of any deed or other instrument permitting possession to any real estate within this subdivision, the parties thereto agree to submit to the jurisdiction of a court of competent jurisdiction in Cherokee County, Alabama, and to abide by the judgement of said court with respect to any order, injunction of judgement which may be entered with respect to any violation of the Protective Covenants and Restrictions contained herein.
27. Should any portion of the foregoing Protective Covenants and restrictions declared invalid be final judgement of any court of competent jurisdiction, the remaining Protective Covenants and Restrictions shall not be affected by such judgement and the same shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seals
on the 29th day of September, 2006.


Donna Drake

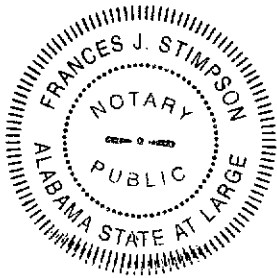
STATE OF ALABAMA

CHEROKEE COUNTY

I, the undersigned, a Notary Public in and for said County in said State,
hereby certify that Donna Drake, whose name is signed to the foregoing
Protective Covenants, and who are 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 day the same bears date.

Given under my hand and seal this 29th day of September, 2006.

(seal)




NOTARY PUBLIC
My commission Expires: 10/02/2009

State of Alabama, Cherokee County
I certify this instrument was filed
and taxes collected on:

2006 October -30 11:27AM

Instrument Number	143679	Pages	6
Recording	21.00	Mortgage	
Deed		Min Tax	
Index		DP	
Archive		Other	2.00
Total Fees	-----		23.00

J. Kirk Day, Judge of Probate