

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
HIDDEN COVE SUBDIVISION

BOOK 265 PAGE 1

THIS DECLARATION, made this the 3rd day of July, 1996, by TK LANDS, L.L.C., an Alabama Limited Liability Company, hereinafter referred to as Declarants.

W I T N E S S E T H:

WHEREAS, Declarants are the owners of certain real property situated in Cherokee County, Alabama, described as Hidden Cove Subdivision as shown on the plat for Hidden Cove Subdivision recorded in the Office of the Judge of Probate of Cherokee County, Alabama, in Plat Book 10, Page 91; and

WHEREAS, Declarants desire to subject Hidden Cove Subdivision, to the following covenants, conditions, and restrictions for the benefit of the property and its present and subsequent owners;

NOW, THEREFORE, Declarants hereby declare that Hidden Cove Subdivision shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which shall attach to and run with the land, and shall be binding on all parties having any right, title or interest in any lot or parcel contained within Hidden Cove Subdivision, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof,

RECREATIONAL LOTS - LOTS 1 through 95

1. Recreational use: Lots numbers 1 through 95 lie within the flood easement of Alabama Power Company and may be used solely for recreational purposes. No buses, homemade trailers or homemade motor homes. Two (2) motor homes or campers per lot are allowed.

2. Camper and motor home location: No camper or motor home shall be placed closer than 5 feet to any side lot line and no closer than 30 feet to the road or highway.

3. Livestock and fowl: No livestock, hog parlors or fowl of any kind shall be kept or maintained upon any lot.

4. Nuisances: No noxious or offensive activities shall be carried on upon any lot.

5. Future rules: Use of all lots is subject to current and future rules and restrictions imposed by Alabama Power Company.

6. Junk automobiles: No junk automobiles or inoperable buses or vans shall be permitted on any lot.

7. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No trash, rubbish, fluids, waste, water or chemicals shall be deposited in any way as to be washed by rain into Weiss Lake.

8. Covenant against subdivision: No lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise.

1. Land use and building type: No lot shall be used except for residential purposes. Nothing shall be erected, altered, placed or permitted to remain on any lot other than one single or double-wide mobile home or one home having a minimum of 1,000 square feet floor space constructed to minimum FHA specifications, together with attached porch, canopy or carport, and one detached storage building of appropriate design and construction in keeping with the materials and construction of the main dwelling. The undersigned reserves the right to maintain a sign on Lot 144.

2. Mobile home size and quality: No mobile home shall be placed upon any lot or lots which does not contain a minimum of seven hundred (700) square feet of heated living space and which is in excess of seven (7) years of age at the time of installation. All mobile homes shall be neatly constructed and maintained and shall be underpinned within sixty (60) days from installation with either vinyl, painted metal, stone or brick. Exposed concrete blocks on any construction or for underpinning is prohibited. No mobile home which is damaged, unkept in appearance, or in any state of disrepair shall be installed or maintained upon any lot.

3. Home location: No house or mobile home shall be erected on any lot nearer than thirty-five (35) feet to a front lot line, nor nearer than ten (10) feet to any side lot line, provided however, the undersigned reserve the right to waive the front lot line setback on any lot should it become necessary to avoid encroachment of a house or mobile home on the Alabama Power Company flood easement. No detached storage building shall be located in front of any residence or nearer than ten (10) feet to any side lot line. Only one detached storage building per lot.

4. Lot area and width: None of the lots shall at any time be divided into more than one building site. A single lot together with contiguous portion or portions of one or more lots may be used for one building site.

5. Nuisances: No noxious or offensive activities shall be carried on upon any lot nor shall any thing be done thereon which may be or may become any annoyance or nuisance to the neighborhood. Specifically, no business or commercial enterprises shall be carried on. Each owner shall maintain his lot and, at all times, keep said lot in a clean and presentable appearance. No cattle, swine, chicken or animals except household pets shall be maintained or harbored on said lot. Each owner shall keep the yard area mowed and free of underbrush. At all times said lot shall be kept free of debris, junk, trash or any unsightly materials and no lot shall be used for the storage of junk car or any building materials or any other unsightly materials not necessary or needed in the use of said lot for residential purposes.

6. Temporary structures: No structure of a temporary character, camper, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence.

7. Fences: No metal fences shall be allowed, except around the rear portion of a lot. In no event shall any metal fence exceed five (5) feet in height and shall not be constructed closer than fifty (50) feet to the front lot line. No fence or obstruction shall be allowed around the front fifty (50) feet of any lot except fences not exceeding three (3) feet in height.

8. Driveway: Each lot shall be served by one driveway of concrete, chert, asphalt or gravel surface not exceeding fifteen

(15) feet in width and located no nearer than three (3) feet to any side lot line. Driveway shall be installed with a drainage pipe such as not to obstruct the free flow of water along a drain line.

9. Utility installation: No cut shall be made in the surface of any street for the installation of any utility service.

TRACTS C, D, E, F AND G

1. Tracts C, D and F:

(a) Livestock and fowl: No livestock, hog parlors or fowl of any kind shall be kept or maintained.

(b) Nuisances: No noxious or offensive activities shall be carried on.

(c) Junk automobiles: No junk automobiles or inoperable buses or vans shall be permitted.

2. Tract E: Tract E shall be subject to the restrictions applicable to Lots 1 through 95, provided however, up to four (4) motor homes or campers may be installed or maintained on Tract E, provided none shall be located closer than sixty (60) feet to the road or highway.

3. Tract G - Boat ramp: Owners have designated the area identified on the plat as Tract G for lake access for all lot owners in the subdivision. This lot is to be used solely by the owners of such lots for access to Lake Weiss. This lot shall not be used for parking, camping or any loud or offensive activities. The lot owners shall be responsible for the maintenance and upkeep of Tract G.

GENERAL PROVISIONS

1. Term: These covenants shall 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 these covenants are recorded 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.

2. Amendment, modification or alteration: The undersigned reserve the right to amend, alter or modify the provisions of these restrictions with regard to any lot or lots in the event that the undersigned in their sole judgment deem such amendment, alteration or modification consistent with the restrictive intent of these covenants or if terrain features and topographical considerations render the enforcement of these restrictions in regard to any particular lot harsh and unduly expensive to the owner.

3. Severability: Invalidation of any one of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

4. Enforcement of covenants: As these restrictions shall operate as covenants running with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Hidden Cove Subdivision, such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any person or persons violating or threatening to violate such restrictions

and recover any damages suffered by them from any violation of such restrictions, including but not limited to, the recovery of a reasonable attorney's fee such as shall be incurred in connection with enforcement of the restrictions.

TK LANDS, L.L.C., an Alabama Limited Liability Company

By: Mitchell E. Kessler
Mitchell E. Kessler, Manager

By: T. Mandell Tillman
T. Mandell Tillman, Manager

STATE OF ALABAMA)
COUNTY OF ETOWAH)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Mitchell E. Kessler, whose name as Manager and T. Mandell Tillman, whose name as Manager of TK Lands, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they, as such Managers, and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal of office this the 3rd day of July, 1996.

Brenda D. Carrell
NOTARY PUBLIC

THIS INSTRUMENT PREPARED BY:

F. Michael Haney
Inzer, Stivender, Haney & Johnson, P.A.
P. O. Drawer 287
Gadsden, AL 35999

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I CERTIFY THIS
INSTRUMENT WAS FILED
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JUDIC. DEPT. OF STATE
Brenda D. Carrell

Kessler Land Agency
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