

**DECLARATION**  
**OF**  
**RESTRICTIONS, CONDITIONS AND EASEMENTS**  
**FOR**  
**ST. CHRISTOPHER POINT**

THIS DECLARATION, made this the \_\_\_\_ day of \_\_\_\_\_, 2002, by ST. CHRISTOPHER POINT, L.L.C., an Alabama Limited Liability Company, hereinafter referred to as Declarant.

**W I T N E S S E T H:**

WHEREAS, Declarant is the owner of certain real property situated in Marshall County, Alabama, described as St. Christopher Point as shown on the plat for St. Christopher Point recorded in the Office of the Judge of Probate of Marshall County, Alabama, in Plat Book \_\_\_\_\_, Page \_\_\_\_\_; and

WHEREAS, Declarant desires to subject St. Christopher Point to the following covenants, conditions, and restrictions for the benefit of the property and its present subsequent owners;

NOW, THEREFORE, Declarant hereby declares that St. Christopher Point 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 St. Christopher Point, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof,

1. Residential use only: No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed two and one-half stories in height. Two or more lots may be used to accommodate one such dwelling, provided that no other dwelling shall be erected on the multiple lots so used as a unit. This shall not, however, prevent the construction of a separate free-standing garage, boathouse, pier, dock, gazebo or other out buildings approved by the architectural committee.

2. Architectural control:

- (a) No home, garage, pier, boathouse or other building shall be erected, placed or altered on any lot until the Architectural Control Committee. <sup>1</sup>No garage or carport shall face or open to the street without prior written approval of said committee. In addition to the foregoing information, each Lot owner shall submit to the Committee for their approval the exterior colors of the walls and the roof of any boathouse, pier or other water use facility. Also, the

Architectural Control Committee shall review and have power to locate where any pier or boathouse is placed on the lot or adjoining TVA land.

<sup>1</sup> 1<sup>st</sup> Amendment to Restrictive Covenants dated April 20<sup>th</sup>, 2004

(b) The committee shall have the power to alter set back lines on corner lots and other irregularly shaped lots when in its sole judgment said alteration will not adversely effect the value of adjoining property or conflict with zoning regulations. Approval shall be as provided in the section hereof entitled "Architectural Control Committee".

(b) All decisions of the Architectural Committee shall be final and no owner nor any other party shall have recourse against the Committee for its approval or refusal to approve any such plans and specifications or plot plan. The Committee approval or disapproval as required in these covenants shall be in writing. If the Committee fails to approve or disapprove any plans and specifications within twenty-one (21) days of submission to the committee, the same shall be deemed approved.

3. Dwelling quality and size: The heated and cooled area of the main structure, exclusive of open porches, terraces, basements, carports and garages shall be not less than one thousand eight hundred (1,800.00) square feet. However, the main level of any two (2) story residence must contain a minimum of one thousand two hundred (1,200) square feet. All dwellings shall be constructed with quality workmanship and materials substantially the same or better than those required by the Southern Building Code currently in force and effect at the time of construction. No mobile homes or modular homes shall be allowed.

4. Exterior: Exterior materials and color; and roof materials and color are subject to Architectural Committee approval. There shall be no exposed concrete block or split faced block visible from any direction and all exterior materials are to be approved by the Architectural Committee.

5. Building location: No building shall be located on any lot nearer to the front line, or nearer to either side lot line, or nearer to the rear lot line than the minimum building setback lines as shown on the recorded plat. In any event, no building shall be located on any lot nearer than fifty (50) feet from the six hundred (600) foot elevation line or nearer than ten (10) feet to any lot line. For the purpose of this covenant, eaves and steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Whenever, in the opinion of the Architectural Control Committee, the topography or size or shape of the physical condition of any lot requires it, said Architectural Control Committee may, in its sole discretion, permit or allow variations or modifications of the provisions as provided in Paragraph 3 and/or in this paragraph. Such modifications or variations shall not violate any zoning or other ordinance of Marshall County or any municipality having jurisdiction thereof.

6. Temporary Structures: No structure of a temporary character, including but not limited to, trailers, tents, shacks, garages, or barns or other out buildings shall be permitted on any lot at any time.

7. Subdivision of Lots: No lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise except that a lot may be divided for the purpose of combining a portion of a lot with another whole lot for use as a building site for a single dwelling. Two or more lots may be used to accommodate one such dwelling, provided that no other dwelling shall be erected on the multiple lots so used as a unit.

8. Nuisances: No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. No outside clotheslines shall be permitted. No window air conditioning units shall be permitted. All premises shall be kept in a clean and attractive manner and no refuse piles or unsightly objects shall be allowed to remain anywhere thereon. Garbage cans, equipment, dog houses, woodpiles, or storage piles must be concealed by hedges, lattice work or screening acceptable to the Architectural Control Committee.

9. Livestock and poultry: No animals will be permitted on any lot except household pets. No swine, goats, geese, ducks, peacocks or other poultry shall be kept on any tract. No livestock or poultry of any kind shall be raised, bred or maintained for any commercial purpose.

10. Signs: No sign of any kind shall be displayed to the public view on any lot except that one identification sign not over eight square feet advertising the property for sale or rent or signs used by builder to advertise the property during the construction and sales period.

11. Oil and Mining Operations: No oil drilling or refining, quarrying or mining operations of any kind shall be permitted on or in any lot nor shall oil wells, tanks, tunnels, minerals, excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

12. Commercial Vehicles and Repairs of Automobiles, Equipment and Machinery: No trucks, boats, trailers, commercial-type vehicles, motor homes, construction or like equipment or mobile or stationary trailers of any kind shall be stored or parked on any tract except in a designated area approved by the Architectural Control Committee nor parked on the street within the subdivision, except while engaged in transporting to or from a residence on the premises. No repair or maintenance of vehicles on lots, with the exception of minor or emergency repairs will be permitted.

13. 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 and slightly containers. All equipment for the storage or disposal of such material shall be kept in a clean, slightly sanitary condition.

14. Sewage Disposal: No individual sewage disposal system shall be permitted on any tract unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of the Marshall County Health Department.

15. Utilities Serving the Premises: All utilities serving any buildings located on any lot must be located underground. No provision hereof shall be deemed to prohibit the erection of temporary above ground utilities incident to the construction of buildings or structures approved by the Committee. No wells may be drilled, created or maintained on any lot.

16. Walls and Fences: No chain link fence shall be allowed. No boundary wall or fence shall be constructed so as to extend in front of any residence and shall not be permitted until the height, type, design and approximate location therefore shall have been approved in writing by the Architectural Control Committee.

17. Land Elevation and Landscape Plan: No substantial changes in the elevations of any lot or the flow or capture of surface water on said lots shall be made without the prior written approval of the Architectural Control Committee. A detailed landscaping plan must be submitted to the Architectural Control Committee and its written approval obtained prior to the commencement of any work. Lot owners are strongly encouraged to utilize natural landscaping. No clear-cutting of trees. Other than actual location for house, any tree larger than eight (8) inches in diameter measured three (3) feet from the ground must be Architectural Control Committee approval for removal.

18. Construction Debris: Owners of tracts shall be responsible for keeping all debris, including but not limited to dirt and mud, off of the street during construction. All builders and/or owners shall provide and use proper receptacles or gathering placed for all trash, debris and waste material during construction of all buildings. The exterior of such house, the driveway and all landscaping shall be completed on or before the expiration of one (1) year from commencement of construction.

19. Architectural Control Committee: The Architectural Control Committee is composed of the T. Mandell Tillman and Mitchell E. Kessler, until 90% of the lots are sold or they shall voluntarily resign, whichever shall first occur. Their successors, at that time, or at the time of resignation shall be appointed by a majority of the property owners. Each lot shall be afforded one vote such that multiple owners shall be afforded voting interests based upon their ownership interest per lot. The members of the committee shall not be entitled to any compensation for services performed pursuant to this covenant. The committee shall have the power to alter set back lines on corner lots and other irregularly shaped lots when in its sole judgment said alteration will not adversely effect the value of adjoining property or conflict with zoning regulations.

Approval shall be as provided in the section hereof entitled "Architectural Control Committee".

20. Committee Procedure: The Committee's approval or disapproval as required in these covenants shall be in writing and will be given within twenty-one (21) days of submission. No building activities can commence until the Architectural Control Committee has issued its written approval.

21. TVA Shoreline Management Policy: Any alteration to the shoreline and all piers, docks or boathouses must conform to the TVA Standards and TVA Shoreline Management Policy effective November 1, 1999 and must be located as specified by TVA.

22. Term: These covenants are to run with the land and be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of the recording of these covenants, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by owners of the lots contained herein has been recorded agreeing to change said covenants in whole or in part. Once a ten (10) year extension period begins said covenants cannot be changed except on an extension date. Each lot shall be afforded one vote such that multiple owners shall be afforded interest based upon their ownership interest per lot.

23. Easements:

(a) Easements for installation and maintenance of drainage facilities are reserved as shown on the recoded subdivision plat. No structures, plants or other material that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow or drainage channels in easements, or that may obstruct or retard the flow of water through drainage channels in the easements shall be placed or permitted to remain within these easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible. Declarant reserves the right to vacate and relocate any drainage facilities shown on the recorded subdivision plat.

(b) Declarant reserves the right to grant such utility easements as are necessary to provide utility services to dwellings constructed on the lot.

24. Maintenance: Each owner shall properly maintain the yard and keep the yard free of trash and other unsightly material.

25. Wood piles: No exposed wood piles shall be erected on the street side or side yard of any lot.

26. Diseases or insects: No owner shall permit any thing or condition to exist upon the property which shall induce, breed or harbor infectious plant diseases or noxious insects.

27. Satellite Dishes: All satellite dishes must be less than twenty (20) inches in diameter. All outside antennas, ham radio antennas, and microwave transmission antennas are prohibited.

28. Damage or destruction: In the event of damage or destruction to any structure within the subdivision, the respective owner thereof agree as follows:

i. In the event of total destruction, the owner of the lot shall promptly clear the lot of debris and leave the same in a neat and orderly condition until such time as he might elect to rebuild and reconstruct the structure. Any such rebuilding the reconstruction shall be accomplished in conformity with the plans and specifications of the original so destroyed, subject to any changes or modifications as approved by the Architectural Control Committee;

ii. In the case of partial damage or destruction, the owner shall, as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and the structure restored to its condition prior to such damage.

29. Fuel storage tanks: No fuel storage tank of any type (e.g. LP, propane or butane tank) shall be installed or maintained on any lot.

30. Access Lot Number One, Twelve Slip Marina and Property Owners Association:

(a) Declarant shall cause to be formed a non-profit corporation named St. Christopher Point Marina Lot Owners Association, Inc. (hereinafter Association) which shall be charged with the responsibility for the administration of access Lot Number One (1) and the Twelve (12) Slip Marina served by such access lot and the common affairs of the owners of Lots 1,2,3, 4,5, 14,21,22,23,34, and 35 (hereinafter referred to as Marina Lots) of the subdivision.

(b) The owners of Marina Lots shall be deemed by virtue of such ownership to have membership in the Association. Membership shall be appurtenant to and may not be separated from the ownership of property within the subdivision.

(d) Declarant shall transfer or convey to the Association Access Lot Number One (1) as shown on the map or plat of St. Christopher Point, recorded in Plat Book \_\_\_\_, Page \_\_\_\_, Probate Office, Marshall County, Alabama, along with all rights in the Twelve (12) Slip Marina subject to the following:

1. This lot and marina are to be used solely by the Association members for access to the lake.
2. This lot shall not be used for overnight parking, loitering, picnicking, volleyball, camping, or any loud or offensive activities.
3. No additions, modifications, or changes shall be made in the Twelve (12) Slip Marina, including but not limited to, the lighting or boat lifts without the written approval or the Architectural Committee.
4. Neither the Twelve (12) Slip Marina nor the access lot shall be used for fish cleaning.

5. Declarant reserves unto itself the right to exclusive use of one of the boat slips in the marina together with all rights of access over access Number One (1). Declarant further reserves the right to transfer such interest as reserved herein by Declarant to its managers, Mitchell E. Kessler and T. Mandell Tillman or to any lot owner in St. Christopher Point, it being the intention of the Declarant to assure that apart from any transfer to Kessler and Tillman, Declarant's interest in the boat slip and access lot reserved herein shall not be transferred to any person or legal entity who is not a property owner in St. Christopher Point.

(d) Association voting rights: Owners shall be entitled to one vote for each of the lots described herein. When more than one person holds an ownership interest the vote for such lot shall be exercised as those owners shall among themselves determine. In the event of a dispute among the several owners as to the exercise of their vote the vote with respect to that lot shall be suspended until the owners among themselves agree as to casting such vote.

(e) The Association may suspend the voting rights of owners the right of owners to use common property recreational facilities, if any, for any period during which assessments for common or other expenses provided herein or in the Association's Articles of Incorporation remains unpaid and for a reasonable period of time for an infraction of the rules and regulations of the Association.

(f) Budget: Commencing on October 1, 2002 and, unless amended by a majority vote of Association members, on October 1, each year thereafter owners of each lot shall pay Two Hundred and Fifty and no/100 (\$250.00) Dollars to provide funds necessary for furthering general purposes of the Association, including but not limited to payment of insurance, utilities, maintenance, upkeep and similar expenses associated with Access Lot Number One (1) and the Twelve (12) Slip Marina.

(g) Any assessment which is not paid in full by the date specified shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late charge in such amount as the Association may from time to time determine. If the assessment is not paid when due a lien shall attach and shall include late charges,

interest upon the principal amount due, all cost of collection and reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event that the assessment remains unpaid after ninety days, the association may, as the board shall determine, institute suit to collect such amounts and to foreclose its lien. Each owner or occupant, by acceptance of a deed, lease or rental agreement, or as party to any other type of conveyance or letting, vests in the Association and its agents the right and power to bring all actions against them personally for the collection of such charges as a debt, or to foreclose the aforesaid lien in the same manner as other liens for improvements to real property. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all other owners. The association, acting on behalf of the owners, shall have the power to bid at any foreclosure sale or to acquire, hold, lease, mortgage, or convey foreclosed property. No owner may waive or otherwise exempt himself, herself or itself from liability for the assessments provided for herein, including, by way of illustration, but not limitation, by non-use of common property, or abandonment of the unit or unimproved lot or unit site. No diminution or abatement of assessment or set-off shall be claimed or allowed by reasons of any alleged failure of the Association or board to take some action or perform some function required to be taken or performed by the Association or the board under this declaration, the Articles of Incorporation or the by-laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive, of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each owner. All payments shall be applied first to costs and attorney's fees, then to late charges, then to interest and then to delinquent assessments. The board or its designee may compile a list of owners who are delinquent in the payment of any assessment to the Association, which lists may indicate, without limitation, the unit or unimproved lot or unit site, owner, occupant and delinquent amount. Such list may be posted in a prominent place within the subdivision and/or be placed in a newspaper or newsletter published by the board, after the board has consulted with legal counsel regarding the specific form and content of such list.

(h) The Association shall maintain and keep in good repair the common property and shall be responsible for maintaining appropriate insurance coverage in force and in effect insuring all improvements on the common property and insuring against liability of the Association, its members and Declarant.

31. 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 St. Christopher Point and 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.



32. Severability: 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.

St. Christopher Point, L.L.C.

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

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

STATE OF ALABAMA )  
COUNTY OF ETOWAH)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that T. Mandell Tillman, whose name as Manager, and Mitchell E. Kessler, whose name as Manager, of St. Christopher Point, 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 \_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
NOTARY PUBLIC