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Andrea LeCroy, Judge of Probate

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
MARINA VILLAGE**

KNOW ALL MEN BY THESE PRESENTS:

That this Declaration of Covenants, Conditions, and Restriction of Marina Village, being a subdivision of part of Section 28, Township 6 South, Ranges 4 in Marshall County, Alabama, as recorded Plat Book 8 Page 395 in the Probate Office of Marshall County, which was executed by Shannon Provence (herein called "Declarant");

WHEREAS, Declarant intends to sell the above described property (herein referred to a "Property"), restricting it in accordance with a common plan designed to preserve the value and qualities of the land, for the benefit of its future owners;

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions set forth below, expressly and exclusively for the use and benefit of the property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

WHEREAS, Declarant is the owner of all of the Lots of Marina Village and has negotiated with TVA regarding the land below 600 and the boathouses.

WHEREAS, these Covenants, Conditions, and Restrictions, as may be amended from time to time, shall apply to Marina Village and adjoining boathouses and TVA land located off of Highway 79, in Section 28, Township 6 South, Range 4 East in Marshall County, Alabama.

WHEREAS, Declarant intends to sell the Property, restricting it in accordance with a common plan designed to preserve the value and qualities of the land, for the benefit of its future owners.

NOW THEREFORE, Declarant declares that the Property and adjoining boathouses and TVA land shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the Restrictions expressly and exclusively for the use and benefit of the Property and of each and every person or entity who now or in the future owns any portion or portions of the Property.

1. Land Use and Building Type

No Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot, other than one (1) detached single-family dwelling not to exceed 3 stories in height and the following accessory buildings: a private, enclosed garage for not more than three (3) automobiles and an enclosed storage or accessory building of no more than 500 square feet. Underground utilities only shall be permitted within each Lot. No utility poles, aboveground wires or pipe shall be permitted on any Lot. Mobile homes, modular homes, or manufactured housing of any type which are constructed elsewhere than on a Lot shall not be permitted on any Lot.

2. Architectural Control:

(a) No home, accessory building, garage, gazebo, mailbox, boathouse, or other building shall be erected, placed, or altered on any Lot (or extension thereto) until the construction plan, materials, and specifications have been approved by the Architectural Control Committee ("the Committee").

(b) It is intended that the residences at Marina Village shall have only coastal, craftsman, or farmhouse designs, with materials to be primarily hardy plank, shake, cedar shake, board & batten, or similar. The Architectural Control Committee shall also approve all paint colors and have the final word on approval or disapproval of any design or materials.

(c) All decisions submitted to the Committee under the Covenants shall be decided in its absolute discretion and shall be final, and no Lot owner or 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's approval or disapproval shall be in writing. If the Committee fails to approve or disapprove any plans and specifications within twenty-one (21) days of written submission to the Committee, the same shall be deemed approved.

(d) The Architectural Control Committee shall be composed of Shannon Provence, Shane Vandergriff, and Daniel Sizemore until 90% of the Lots are sold or until any or all of them shall voluntarily resign, whichever first shall occur. Their successors, at that time, shall be elected by the current Committee members. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Subject to the approval of Marshall County Commission, if required, the Committee shall have the power to alter set back lines on Lots when, in its sole judgment, said alteration will not adversely affect the value of adjoining property or conflict with zoning regulations.

(e) The Committee's approval or disapproval, as required in the Covenants, shall be in writing and shall be given within twenty-one (21) days of submission. No building activities may commence until the Committee has issued its written approval or the twenty-one (21) days has expired.

3. Dwelling Size and Quality

(a) No primary residence shall be erected or permitted to remain on any Lot in the Marina Village Subdivision unless it contains a minimum of 1400 square feet of enclosed living area, exclusive of open or screened porches, garages, over the garage rooms, unfinished bonus rooms, and/or unfinished basements. All dwellings shall be of a quality of workmanship and materials substantially the same or better than those required by the Southern Building Code.

(b) No Antennas and any other towers may be erected or placed on any Lot or the exterior of any building or structures on any Lot. Satellite dishes may be used so long as they comply with paragraph 16 below.

(c) Also some specialty soffit vinyl may be used in some locations (not readily visible) with the prior written approval of the Architectural Control Committee. All vents, roof caps, and flashing extending above the roof line must be painted to match the roof color. Vents extending through the exterior walls must be painted to match the exterior walls. All foundations must be brick, stone, or other materials as may be approved by the Architectural Control Committee. No stucco, dryvit, or exposed block will be permitted.

(d) All garages and outbuildings must be built with the same materials as the primary residence. No garages larger than a 3 car garage will be allowed on any Lot. The plans and the materials for structures must be approved for appearance by the Architectural Control Committee prior to construction thereof.

(e) In addition to any other landscaping of individual Lots, the owner shall be required to properly shield in-ground meters, transformers, etc. with shrubs and landscaping. Basic landscaping (i.e., grass and shrubs to prevent washing of the soil) will be accomplished as soon as practicable of occupancy of the residence. The integrity of the Lot will be preserved, and erosion control will be observed.

(f) During the construction of residences, owners and their builders must keep all debris cleared from the street and the adjoining property onto which the debris may have washed or blown. Before any residence is occupied, all debris and trash must be removed from the entire Lot and said adjoining property.

(g) Screen porches must have a dark color or anodized finish screen. Bright color and silver screens are not permitted.

(h) Air conditioning units visible from any street must be screened by approved materials or plantings of a density and height to effectively conceal the unit. No window air conditioning units shall be permitted on any structure on the property.

(i) All mailboxes must be uniform and must be approved by the Architectural Control Committee. The Developer will provide the style of the mailbox.

(j) Any pillars, posts and/or piers for decks shall be covered with such material approved by the Architectural Control Committee.

4. Construction Process

(a) During the construction of residences, owners and their builders must keep all trash, construction materials, and debris cleared from the streets. Before any residence is occupied, all debris and trash must be removed from the entire Lot and said adjoining property.

(b) All of said Lots must, from the date of purchase, be maintained by the owner in a neat and orderly condition (grass cut and leaves, broken limbs, and other debris being removed when needed). Tree limbs, rocks, and other debris must be kept out of the street.

(c) Any residence being erected on a Lot shall be completed within nine (9) months from the date of the pouring of the footing for said residence.

5. Building Location

(a) No building shall be located nearer any Lot line than as shown on the Plat of said Subdivision. Any or all setback lines or building locations may be altered or amended by the Architectural Control Committee in its sole discretion.

(b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered a part of the building; provided, however, that no portion of a building including eaves, steps, or porches on a Lot may be closer than 10 feet of any Lot line.

(c) No structure shall be placed or erected below the 600 foot contour line without the prior approval of the Architectural Committee and the Tennessee Valley Authority.

(d) There shall be no redivision of Lots; however Lots, or portions of Lots, may be combined to form one (1) building Lot without the prior written consent of the Developer. If two or more Lots are used as one building Lot for a single family home then the utility and drainage easement, as well as the then interior set back line as shown on the Plat will be made null and void so that the house may straddle the former Lot line.

6. Boathouses/Landscaping

TVA and the Architectural Control Committee shall approve all boathouses and piers, which shall be located along a straight line (meaning some piers are longer than others) as shown on the attached Boathouse Preliminary for Marina Subdivision prepared by Stubblefield Land Development, LLC. Only open-sided boathouses will be allowed. The length and width of piers and boathouses shall be approved by TVA and the Architectural Control Committee. No trees larger than 4" in diameter shall be cut without the written approval of the Architectural Control Committee, with most boathouses limited to 38 foot in width.

7. Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the 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.

8. Nuisances & Miscellaneous Prohibitions

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on the Lot that may become an annoyance or nuisance to the neighborhood. No trucks larger than one (1) ton or commercial-type vehicle may be stored or parked on any residential street or Lot, except while engaged in the transporting to or from a residence. 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.

9. Temporary Structures

No structure of a temporary character, including but not limited to trailers, tents, shacks, garages, barns, or other outbuildings shall be permitted, except during the construction process.

10. Livestock & Poultry

No animals, livestock, or poultry of any kind shall be raised, bred, trained, or kept on any Lots; provided, however, that dogs, cats, or other household pets may be kept, so long as they are not kept, bred, trained, or maintained for any commercial purpose. All pets shall be kept under control and not allowed to roam the neighborhood.

11. Garbage & Refuse Disposal

No Lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in secure sanitary containers that are hidden from view from the street and from other Lots.

12. Special Provisions

- a. The owner of Lot 1 shall also own Lot 1A, which may not be sold separately.
- b. Lot 9 shall not have any setback on the North side (adjoining the narrow portion of Lot 10).
- c. The building setback on the Southeast side of Lot 2 (setback from the road) may be reduced with permission of Marshall County.

13. Commercial Vehicles, Boat and Outdoor Parking

No trucks, boats, trailers, commercial-type vehicles, recreation vehicles, motor homes, campers, construction equipment, mobile homes, or trailers of any kind shall be stored or parked outside on any street or any Lot for more than 12 hours, except in a designated area approved by the Architectural Control Committee. No vehicle or trailer may be parked in a yard at any time. No repair or maintenance of vehicles shall be allowed on any Lot or street in the Subdivision with the exception of minor or emergency repairs. Any vehicle or trailer in violation of this covenant may be towed and the owner of such vehicle is responsible for any towing charges and impounds fees charged by the tow company.

14 Walls and Fences

No fence shall be permitted on any Lot until the height, type, design, and approximate location shall have been approved in writing by the Architectural Control Committee. The use of brick, stone, wrought iron, or wood for fences, if any, is encouraged. Chain link fences are not allowed. No fences in the front of the residence will be allowed.

15. Swimming Pools

No swimming pool shall be permitted unless it is an in-ground pool. In ground pool area must be fenced as required by applicable law and safety requirements. The fence material must be approved by the Architectural Control Committee. The Architectural Control Committee is in no way responsible for any oversight as the safety of any fencing or any pools.

16. Satellite Dishes

No satellite dish over 30" in diameter, antennae, or other unsightly transmitting device shall be permitted on any Lot. Any satellite dish 30" in diameter or smaller must be attached so that it is not visible from the street and shall only be placed in a location approved by the Committee; provided, however, that if changes in technology (e.g. HDTV) result in different size dishes; the committee may change this provision to accommodate such changes. All outside antennas, ham radio antennas, and microwave transmission antennas are prohibited.

17. Severability

Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

18. Effect of Waiver of Breach of Failure to Enforce

Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. No waiver of breach of any of the covenants, conditions, restrictions and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

19. Applicable Time.

These covenants shall run with the land and shall be binding on all parties and all persons claiming unto them for a period of fifty (50) years from the date these covenants are recorded. After fifty (50) years, these covenants shall be automatically extended for successive periods of 10 years unless a majority of the then current owners of the Lots sign and record an instrument revoking, or altering these covenants in whole or in part.

20. Enforcement of Covenants:

The covenants shall operate as covenants running with the land for the benefit of any and all person who now may own, or who may hereafter own, property in the Subdivision, 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 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 incurred in connection with enforcement of the restrictions.

21. Declarant Modification

Declarant have the right to amend, modify, or waive any or all of these restrictions, covenants, or conditions, or any part of them, so long as he owns any of the Lots; provided, however, that no amendment shall have retroactive effect; and provided further, that no such amendment, modification, or waiver shall have the effect of causing an existing property owner to spend money to comply with such changes.

22. Home Owners Association:

(a) Declarants shall cause to be formed a non-profit limited liability company, Marina Village Homeowner's Association, LLC ("the Association") which shall be charged with the responsibility for the administration of the Subdivision and any adjoining TVA property.

(b) The Owner(s) of any Lot in the Subdivision who 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 a Lot. Each Lot shall be afforded one vote, such that those who own multiple Lots shall be afforded voting interests based upon their ownership interest per Lot.

(c) Declarants shall transfer or convey ownership to the Association of all common areas in the Marina Village Subdivision. Further restrictions of any common area and boat ramp may be made, from time to time, by the Declarants.

(e) The Association may suspend the voting rights of Lot owners and the right of Lot owners to use the common areas (i) for any period during which there are unpaid assessments, as provided herein or in the Association's Articles and (ii) for a reasonable period of time for an infraction of the rules and regulations of the Association.

(f) Commencing on January 1, 2020, and, unless amended by a majority vote of Association members, on January 1 each year thereafter, the Lot owners shall pay an Annual Fee of Five Hundred and no/100 Dollars (\$500.00) to be used for the costs of maintenance of any common areas, or other structures to be placed on the common area, any Dredging or Weed Control Fund that may be set up and for aquatic weed control and other expenses that are particular for the common areas and/or to property not belonging to any owner, such as property below the 600' contour or in or below the water, and 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 the rights of way, common areas of the Subdivision, or any TVA property. Such amount shall be prorated at the time that the Lot is purchased, whether before or after January 1, 2020. The terms of the Association and the dues owed are controlled by the Articles of that organization, and any conflicts between this document and those documents are to be resolved in favor of the Association's Articles, as may be amended from time-to-time.

(g) Any assessment which is not paid in full by the date specified shall be delinquent. Any assessment which is 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 institute suit to collect such amounts and to foreclose its lien. Each owner or occupant, by acceptance of a deed, or as a party to any other type of conveyance, 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 Lot 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 a Lot. No diminution or abatement or setoff shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under

this Declaration, the Articles of Organization, or the Operating Agreement 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 Lot 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 Association or its designee may compile a list of owners who are delinquent in the payment of any assessment to the Association, which list may indicate, without limitation, the Lot, 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 Association.

(h) The Association shall maintain and keep in good repair the common property (and part or all of the rights of way, if it elects) and shall be responsible for maintaining appropriate insurance coverage in force and in effect (i) insuring all improvements on any other associated common property and (ii) insuring against liability of the Association, its members, and Declarants.

IN WITNESS WHEREOF, Declarants have executed this Declaration of Covenants, Conditions Restrictions on the day the same bears date.



Shannon Provence (Seal)

STATE OF ALABAMA)

COUNTY OF MARSHALL)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Shannon Provence, 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 on the day the same bears date.

Given under my hand and seal this the 31st of May, 2019.



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