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Madison Cnty Judge of Probate.AL  
01/30/2009 04:18:00PM FILED/CERT

STATE OF ALABAMA

MADISON COUNTY

AMENDED  
SUPPLEMENTAL DECLARATION  
OF  
COBBLESTONE COVE  
SUBDIVISION  
PHASE FOUR

WHEREAS heretofore on the 8<sup>th</sup> day of April, 1992, Hampton Community, Inc., an Alabama corporation as Declarant, did promulgate and file for record Declaration of Protective Covenants for Hampton Cove, a planned residential community, which said Declaration of Protective Covenants are recorded in Deed Book 789, Page 182, Office of the Judge of Probate of Madison County, Alabama (the "Declaration").

WHEREAS, Article X, Section 2 of the Declaration provides that the an Owner, with the consent of two-thirds of the Board of Directors of the Hampton Cove Owners Association, may subject additional parcels of real property and may promulgate Special Parcel Use Restrictions for such additional parcels of real property platted within Hampton Cove by the filing of such use restrictions in the Office of the Judge of Probate of Madison County, Alabama, as provided for in Article VI, Section 29 of said Declaration. And,

WHEREAS, the undersigned Jeff Benton Homes, Inc., an Alabama corporation, (the "Developer") as the owner of the hereinafter described real property known as a portion of COBBLESTONE COVE, has recorded a Supplemental Declaration to the above described Declaration of Protective Covenants for Hampton Cove, which was signed by Declarant on May 26, 2004 ("Phase One Supplemental Declaration"). And,

WHEREAS, the Developer as the owner of the hereinafter described real property desires to subject the said real property to the Declaration and the covenants set forth below.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 2 and Article VI, Section 29 of the Declaration of Protective Covenants of Hampton Cove as the same are recorded in the Office of the Judge or Probate of Madison County, Alabama, the undersigned, Hampton Cove Owners Association, Inc., an Alabama non-profit corporation, and the Developer, do by these presents add the real property described as lots 112, 113 and 114 of COBBLESTONE COVE, PHASE FOUR, (the "Subdivision") as recorded in Instrument Number \_\_\_\_\_ (the "Property"), and do make and promulgate the following use restrictions pertaining to the use and enjoyment of all the lots of COBBLESTONE COVE, PHASE FOUR, (each lot being referred to as a "Lot") according to the plat of said Subdivision recorded, or to be recorded, in the Office of the Judge of Probate of Madison County, Alabama. The use restrictions described in this instrument are to be in conjunction with the use restrictions as described in said Declaration of Protective Covenants of Hampton Cove. Except as specifically amended below, the Declaration is hereby republished and is ratified and affirmed as to the Property.

1. Approval Required. Approval by the Architectural Control Committee is required before construction begins on any dwelling/building.
2. Exterior Requirements. All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 60% masonry brick or stone construction,

including gable ends (with not less than 25% brick or stone on any one side of a building). The purpose of this provision is to restrict construction that has only siding on any given side thereby creating additional architectural interest.

3. Roofs. Roofs of dwellings constructed on all of said lots shall have a minimum of 6/12 roof pitches and shall be of regular or architectural grade shingles.

4. Minimum Square Footage. Dwellings constructed on the lots of said Subdivision shall have at least two thousand four hundred (2400) square feet of heated area.

5. Fences. No fence or fencing type barrier of any kind shall be placed, erected, allowed, or maintained upon any portion of the Community, including any Residence, without the prior written consent of the Board or its designee. Fences will be compatible with the home and have architectural interest. No fence will be higher than 6 feet from the final ground level to the top of the fence. The exterior side of the fence shall be finished, specifically *the structural characteristics must be covered*. Within the construction of the fence there must be some brick or stone masonry and either stone or brick is required at the corner posts. No roughsawn board of any kind will be used in the fence. All wood will be opaque stained in a color to be determined by the Board and maintained in a satisfactory manner. No chain link fences are allowed in the Community. Fences, regardless of construction, will not be permitted any nearer to front lot line than the rear most corner of the dwelling.

Except for approved privacy fences erected around patios, there shall be no solid fences erected in the back yards of Residences on any Lake Lots, nor any other structure closer than forty (40) feet to the back lot line on any such Lake Lots. However, with Board approval, a four (4) feet high wrought iron or cast aluminum fence may be erected, with brick columns at the corners. The intent of this regulation as related to Lake Lots is to present an aesthetically pleasing, "non-walled off" appearance from, to, and in the vicinity of a lake or other common areas. Detached garages are PROHIBITED on Lake Lots regardless of location.

6. Mailboxes. All homes constructed within the Subdivision shall have a uniform mailbox, the design of which will be furnished by the Declarant or the Board. The mailboxes shall initially be installed by the Developer.

7. House Numbers. House numbers shall be recessed in concrete on the front of the Dwelling.

8. Landscape Requirements:

One schematic landscape plan shall be submitted to the Architectural Review Committee as part of the development package submittal. This plan is to be in accordance with the Community Guidelines and shall comply with the provisions below. This plan will in variation apply to all houses.

(a) The front yard of each lot shall be planted with three large trees (1.5" to 2.5" caliper) and three small trees (small trees can be in bedding areas). Shrubbery required in the front yard shall be a minimum of eighteen shrubs, with all foundation planting to be at least 90% evergreen and three gallon in size (36" in height of B & B) and must be spaced no further than 3 feet apart.

(b) The rear yard shall be planted with one large tree.

(c) Sod is required in all front and side yards.

(d) All beds must be edged with steel, brick or similar edging.

(e) All beds must be mulched with bark. Rock is not allowed.

9. Garages. Each Dwelling must have either a rear or side entry garage. Provided, however, that detached front entry garages are allowed on the following Lots in the Subdivision: 90, 96, 97, 98, 99, 105, 106, 111, 115, 131, 140, 148, 149, and 157.

10. Garbage Cans. Garbage cans will be allowed in front of dwellings only on days of garbage pick-up by City of Huntsville, Alabama.

11. Docks. No docks may be constructed on any Lot nor on any portion of the Common Area.

12. Definitions. All capitalized words used in this Supplemental Declaration or in any subsequent Supplementary Declaration (unless the context shall prohibit), shall have the following meanings. Any word not defined herein shall have the meaning assigned in the Declaration or in the Phase One Supplementary Declaration.

(a) **"Articles of Incorporation"** shall mean the Articles of Incorporation of Hampton Cove Owners Association, Inc., as such document may be amended.

(b) **"Association"** shall mean and refer to Hampton Cove Owners Association, Inc., a nonprofit, nonstock, membership corporation incorporated under the laws of the State of Alabama, its successors and assigns.

(c) **"Board of Directors"** or **"Board"** shall mean the governing body of the Association, and the Board shall have such duties as are provided in the Declaration, the By-Laws, the Articles of Incorporation, and the Alabama Nonprofit Corporation Act.

(d) **"By-Laws"** shall refer to the By-Laws of Hampton Cove Owners Association, Inc.

(e) **"Common Properties"** or **"Common Areas"** shall mean those easements and common and mutual appurtenances which are shown on the recorded plat for the Subdivision and easements appurtenant thereto and required to be maintained by the Association, and are intended for the common use and benefit of all Owners.

(f) **"Community"** shall mean and refer to the property that is subjected to this Supplemental Declaration and any property subjected to these particular restrictions in future declarations.

(g) **"Dwelling Unit"** or **"Dwelling"** shall mean a single family residence situated upon a Lot and authorized for use and occupancy by a single family.

(h) **"Occupant"** shall mean any Person occupying all or any portion of a Residence or other property located within the Community for any period of time, regardless of whether such Person is a tenant of the Owner of such property.

(i) **"Owner"** shall mean the recorded Owner or Owners, whether one (1) or more persons, firms, associations, corporations, or other legal entities, of the fee simple title to any Lot, notwithstanding any applicable theory of a Mortgage, Owners shall not mean or refer to the Mortgagee, unless and until such Mortgagee has acquired title pursuant to foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of any Owner. The Developer may be an Owner.

(j) "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust, or other legal entity.

(k) "Residence" shall mean a portion of the Community designated on an approved layout plan or subdivision plat, as more particularly described below, for any type of independent use and occupancy as a residence by a single family. Residence shall include all portions of the land owned as well as any structure thereon, as described above. A Residence shall come into existence when a Certificate of Occupancy is issued by the proper governing authority

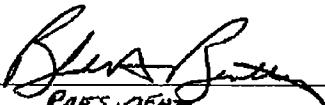
(l) "Supplementary Declaration" shall mean this amendment to the Declaration and subsequent Supplemental Declarations.

The above described use restrictions are in addition to those use restrictions pertaining to Hampton Cove as recorded in Deed Book 789, page 182, (and amended in Deed Book 789, Page 398, and Deed Book 826, Page 585) Office of the Judge of Probate of Madison County, Alabama and shall run with the land and become binding upon all the owners of lots embraced within COBBLESTONE COVE SUBDIVISION, their heirs, successors and assigns.

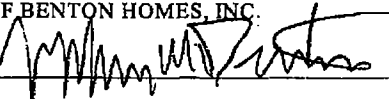
Enforcement of the above described additional use restrictions shall be in the same manner and direction as described in the Declaration of Protective Covenants of Hampton Cove as described above.

IN WITNESS WHEREOF, the undersigned Hampton Cove Owners Association, Inc., and Jeff Benton Homes, Inc., have caused this instrument to be executed on this the 30<sup>th</sup> day of January, 2009.

HAMPTON COVE OWNERS ASSOCIATION, INC.

By:   
Its: PRESIDENT

JEFF BENTON HOMES, INC.


By:   
Its: \_\_\_\_\_

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Blake Bentley whose name as President of Hampton Cove Owners Association, Inc., an Alabama non profit corporation is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said non profit corporation.

This the 30<sup>th</sup> day of January, 2009.

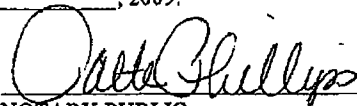
  
NOTARY PUBLIC  
My Commission Expires: 3-10-2010

STATE OF ALABAMA

MADISON COUNTY

Before me, the undersigned authority this day personally appeared Jeffrey M Benton whose name as President of Jeff Benton Homes, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me that, on being informed of the contents of said instrument, he executed the same voluntarily on the day the same bears date in his capacity as such officer and for the act of said corporation.

This the 30<sup>th</sup> day of January, 2009.

  
NOTARY PUBLIC  
My Commission Expires: 10-4-2010

THIS INSTRUMENT PREPARED BY:

Samuel H. Givhan

X Attorney for the Hampton Cove Owners Association

Wilmer & Lee, P.A.

100 Washington Street

Huntsville, Alabama 35801

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