

STATE OF ALABAMA

MADISON COUNTY

SUPPLEMENTAL DECLARATION  
OF  
MALLARD'S LANDING AT HAMPTON COVE  
SUBDIVISION

WHEREAS heretofore on the 8<sup>th</sup> day of April, 1992, the undersigned 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.

WHEREAS, Article X, Section 1. of said declaration of Protective Covenants of Hampton Cove provides that the Declarant may subject additional parcels of real property described in Exhibit "C" of said Declaration 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 of Protective Covenants. And,

WHEREAS, the undersigned Smith & Patterson Construction, Inc., an Alabama corporation, is the owner of the hereinafter described real property known as MALLARD'S LANDING AT HAMPTON COVE and as such owner desires to subject such real property to the above described Declaration of Protective Covenants for Hampton Cove and the hereinafter set forth covenants.

NOW THEREFORE, pursuant to the provisions of said Article X, Section 1 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 Community, Inc., an Alabama Corporation and the undersigned Smith & Patterson Construction, Inc., an Alabama corporation do by these presents add Parcel Number 93, MALLARD'S LANDING AT HAMPTON COVE SUBDIVISION and does make and promulgate the following use restrictions pertaining to the use and enjoyment of all the lots of MALLARD'S LANDING AT HAMPTON COVE SUBDIVISION according to the plat of said subdivision shown of record in the Office of the Judge of Probate of Madison County, Alabama in Plat Book \_\_\_\_\_, page \_\_\_\_\_. 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, but not in derogation thereof.

1. Approval by the Architectural Control Committee is required before construction begins on any dwelling/building
2. 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, except that all dwellings facing the Eastern By-Pass shall have at least 80% masonry brick or stone construction, including gable ends. The purpose of this provision is to restrict construction that has only siding on any given side thereby creating additional architectural interest.

4. 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.

5. Dwellings constructed on the lots of said subdivision shall have at least 1600 square feet of heated area.

6. All chimneys that are on the exterior wall must have brick or stone on the three exterior sides of the chimney. All interior chimneys may have a siding or stucco product on all four sides of the chimney.

7. 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. Fence 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 has to be finished, specifically the structural characteristics must be covered. No roughsawn board of any kind will be used in the fence. All wood will be painted or opaque stained and maintained in a satisfactory manner. Fences, regardless of construction, will not be permitted any nearer to front lot line than the rear most corner of the dwelling. Each interior lot shall have a 6 foot wooden fence along each side and rear lot line. All lots backing up to a lake shall have a 6 foot fence extending from the rear of the dwelling toward the lake for at least 15 feet. Lake lot owner's may, at their expense, erect a wrought iron fence along their rear lot lines of not more than 3 feet in height, as approved by the Architectural Control Committee. Notwithstanding any provision to the contrary, fences in Mallard's Landing at Hampton Cove shall not require stone or brick columns.

8. All homes constructed within the subdivision shall have a uniform mailbox, the design of which will be furnished by the Declarant or the Developer.

9. House numbers shall be on the front of the home and shall be uniform throughout the subdivision as approved by the Declarant or the Developer.

10. Landscape requirements:

(a) All planting beds shall be mulched with bark, using edging materials such as brick, steel, stacked stone or hi-grade vinyl.

(b) The front yard of each lot shall be planted with one small tree. Shrubbery required in the front yard shall be a minimum of six (6) shrubs, with all foundation planting to be at least 90% evergreen and 3 gallon in size (36" in height of B & B) and must be spaced no further than 3 feet apart.

(c) The rear yard shall be planted with one (1) large tree and one (1) small tree.

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

11. Maintenance and upkeep of the lawns, shrubs and vegetation of the front yards of all dwellings shall be by a Special Parcel Assessment applicable to all lots within the subdivision and shall be calculated and imposed by the Hampton Cove Owner's Association as set forth in the above

referenced Declaration of Protective Covenants for Hampton Cove and shall be paid by each dwelling owner quarterly to such Association. Such Special Parcel Assessment shall be in addition to a general annual assessment applicable to all owners of lots within the Hampton Community.

12. Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang of improvements constructed on any lots in this subdivision as between each Residence and such portion or portions of the Common Property adjacent thereto or as between adjacent Residences due to the placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than five (5) feet for overhang and not more than one (1) foot for encroachment, as measured from any point on the common boundary between each Residence and the adjacent portion of the Common Property or as between adjacent Residences, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an Owner, Occupant, or the Association.

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 MALLARD'S LANDING AT HAMPTON 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 Community, Inc., an Alabama Corporation and Smith & Patterson Construction, Inc., an Alabama Corporation, have caused this instrument to be executed on this the 31<sup>st</sup> day of July, 2002.

HAMPTON COMMUNITY, INC., an Alabama corporation

By: 

Its: P.M.

SMITH & PATTERSON CONSTRUCTION, INC.

By: 

Its: President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared John W. Hays, whose name as President of Hampton Community, 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 31<sup>st</sup> day of July, 2002.

Mitzi Robinson  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

STATE OF ALABAMA

MADISON COUNTY

Before me, the undersigned authority this day personally appeared WAYNE PATTERSON whose name as PRESIDENT of Smith & Patterson Construction, Inc., and 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 31<sup>st</sup> day of July, 2002.

George K. Williams  
NOTARY PUBLIC  
My Commission Expires: 10/16/04

THIS INSTRUMENT PREPARED BY:

George K. Williams  
Watson, Jimmerson, Givhan,  
Martin & McKinney, P.C.  
203 Greene Street  
Huntsville, Alabama 35801

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STATE OF ALABAMA

MADISON COUNTY

AMENDED  
SUPPLEMENTAL DECLARATION  
OF  
MALLARD'S LANDING AT HAMPTON COVE  
SUBDIVISION

WHEREAS heretofore on the 8<sup>th</sup> day of April, 1992, the undersigned 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.

WHEREAS, Article XIII, Section 4, of said Declaration of Protective Covenants of Hampton Cove provides that the Declarant may amend said Declaration of Protective Covenants from time to time. And,

WHEREAS, the undersigned Smith & Patterson Construction, Inc., an Alabama corporation, as the owner of the hereinafter described real property known as MALLARD'S LANDING AT HAMPTON COVE has recorded a Supplemental Declaration to the above described Declaration of Protective Covenants for Hampton Cove, which was recorded on April 8, 1992, (the "Supplemental Declaration"). And,

WHEREAS, the undersigned Smith & Patterson Construction, Inc., an Alabama corporation, is the owner of the hereinafter described real property known as MALLARD'S LANDING AT HAMPTON COVE and as such Owner desires to modify Sections 7 and 20 of the Supplemental Declaration to read in full as hereinafter set forth. And,

WHEREAS, the undersigned desire to amend said Declaration of Protective Covenants and any Amendment to the Declaration of Protective Covenants for Hampton Cove previously recorded, including but not limited to, the Amendment to the Declaration of Protective Covenants for Mallard's Landing at Hampton Cove, as recorded in Document Number 20040420000004790, of the Probate Records of Madison County, Alabama, dated the 20th day of April, 2004.

NOW THEREFORE, pursuant to the provisions of said Article XIII, Section 4 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 Community, Inc., an Alabama corporation, as Declarant, and the undersigned Smith & Patterson Construction, Inc., an Alabama corporation, (the "Developer"), and Citizens Bank of Fayette, the Lender, do by these presents amend Sections 7 and 20 of the Supplemental Declaration to read as follows:

**“7. Fences and Easements.** 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 shall be a Shadow Box style. No fence will be higher than 6 feet from the final ground level to the top of the fence. Each side of the fence shall be finished, specifically *the structural characteristics must be covered*. 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 Developer and maintained in a satisfactory manner. Fences, regardless of construction, will not be permitted any nearer to front lot line than the rear most corner of the Dwelling except for buildings which have a side porch so that the fence will be allowed no closer to the front lot line than the front most portion of the porch. All fences shall line up with a point that is 15 feet from the outermost rear portion of the original building in which the residence is located, however, Dwellings with a side porch shall not be included as a benchmark for fence location. Lake lot owners with a fence must erect a 3 foot high wrought iron fence on the rear portion of fence, connecting the fences on the side lot lines as approved by the Architectural Control Committee. Notwithstanding any provision to the contrary, fences in MALLARD'S LANDING AT HAMPTON COVE shall not require stone or brick columns. All fences extending from the rear of the dwellings must be located on the boundary, except as provided below, and shall be considered as a joint fence with each adjoining owner being responsible for the up-keep and maintenance of the joint fence, unless the adjacent property is Common Area, in which case the fence shall be deemed to be owned and maintained solely by the Owner. Provided, however, that due to either variances from the actual construction of a Dwelling and/or aesthetic reasons, a fence may extend, if approved by the Board or installed by the Developer, from a point on the dwelling that is within eighteen inches (18") from the rear most corner of the Dwelling, and may extend over onto the adjacent Lot for a distance of up to eighteen inches (18"). Reciprocal appurtenant easements between each Residence and such portion or portions of the Common Property adjacent thereto or as between adjacent Residences due to the placement or settling or shifting of the improvements are hereby reserved for the installation of such fences within the tolerance allowed for above. The fact that a fence may be physically located on a point that is 18 inches off of the common boundary does not negate the fact that it shall still be deemed to be a joint fence as set out above. Since, the natural gas meters will be placed on the rear portion of each lot, an easement is reserved unto the City of Huntsville, d/b/a Huntsville Utilities, its successors and assigns (the "Utility Company"), to enter upon each Lot in order to read the gas meters and/or service said meters and service lines. All fences must have a gate to allow entrance by Utility Company employees, which must remain unlocked at all times.”

**“20. Basketball goals, etc.** No basketball goals, swing sets, trampolines, swimming pools, or like structures shall be allowed in the yards or driveways of the dwellings.”

The Declaration of Protective Covenants as recorded in Deed Book 925, Page 980, Office of the Judge of Probate of Madison County, Alabama, as amended, except as modified hereby, remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, the undersigned Hampton Community, Inc., an Alabama corporation, Smith & Patterson Construction, Inc., an Alabama corporation, and Citizens Bank of Fayette, as mortgagee, have caused this instrument to be executed on this the 27 day of

January 2004.

HAMPTON COMMUNITY, INC., an Alabama corporation

By: [Signature]  
Its: director

SMITH & PATTERSON CONSTRUCTION, INC., an Alabama corporation

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

CITIZENS BANK OF FAYETTE

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

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared \_\_\_\_\_, whose name as \_\_\_\_\_ of Hampton Community, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_