

This Instrument Prepared By:
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SOURCE OF TITLE: DEED BOOK 2000
PAGE 332

STATE OF ALABAMA
TUSCALOOSA COUNTY

2000 8888
Recorded in the Above
DEED Book & Page
06-20-2000 02:44:10 PM
Source Of Title: 2000 / 332
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

PROTECTIVE COVENANTS AND RESTRICTIONS FOR NORTHWIND
SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that Sunn Properties, LLC
(hereinafter the "Developer") is the owner of all of the lots in Northwind, a map or plat of
which is recorded in Plat Book 2000 at Pages 82 & 83 in the Probate Office of
Tuscaloosa County, Alabama.

WHEREAS, for an in consideration of the enhancement to the value of said
property, the Developer does hereby restrict said subdivision by placing against each and
every lot therein the restrictions hereinafter set out and the Developer covenants and
agrees to be bound by all of the covenants and restrictions hereinafter set forth and that
all future deeds, covenants, rights-of-way, easements or other transfers of title shall be
made subject to said restrictions and covenants and hereinafter set out, to wit:

1. No lot will be used for any purpose except residential purposes. No
building may be erected, altered, placed or permitted to remain on any
residential building lot other than one detached single family dwelling not
to exceed two and one-half (2-1/2) stories in height and a private garage
for not less than two (2) nor more than five (5) cars. No outbuildings shall
be constructed unless approved by the Architectural Control Committee.
2. No building may be erected, placed or altered on any lot until the
construction plans and specifications and a plan showing the location of
the structure have been approved by the Architectural committee as to
quality of workmanship and materials, harmony of external design with
existing structures and as to location with respect to topography and finish
grade elevation. No fence or wall may be erected, placed or altered on any

lot nearer to any street than the minimum building setback line unless approved by the said Committee.

3. No residence constructed on any lot in said subdivision may be constructed with less than 1,100 square feet of floor space, not counting porches and breezeways or carports.
4. No building may be located on any lot nearer to the front lot line than the minimum building setback line shown on the recorded plat of the said subdivision. No building may be constructed nearer than ten feet to any side lot line on the bedroom side and ten feet on the carport side. For the purpose of this provision, eaves, steps and open pouches will not be considered as a part of a building. This shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No noxious or offensive activity or trade may be carried on upon any lot, nor may anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. This specifically includes but is not limited to barber shops, beauty parlors, flower shops, etc.
6. No structure of a temporary character, trailer, basement, tent, shack, garbage barn or other out-building may be used on any lot any any time as a residence, either temporarily or permanently.
7. Each dwelling constructed in the said subdivision must have a minimum of one and one-half baths.
8. The Architectural Committee referred to above is composed of Phillip Kinard and Billy Fields. In the event of the death or resignation of a member of the Architectural Committee, such vacancy shall be filled by appointment by the remaining members. In the event that all members of the Architectural Committee have died or resigned, new members of the Architectural Committee shall be appointed by the Board of Directors of Northwind Homeowner's Association, Inc. In the event said committee, or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection

of such buildings or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representatives, shall cease on and after the 3rd day of May, 2015.

Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by majority vote. The Architectural Committee shall have the right to waive any building or set back line or to approve or disapprove any house regardless of square footage requirements.


9. No sign of any kind may be displayed on any lot, except a sign containing five square feet or less advertising the property for sale or rent and signs used by a builder to advertise the property during the construction and sale period.
10. No animals, livestock, or poultry of any kind may be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes.
11. No lot may be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste may not be kept except in sanitary containers. Such containers must be kept in a clean and sanitary condition and emptied at least weekly. All incinerators or other equipment for disposal of such material must be kept in a clean and sanitary condition. All vacant lots must be kept mowed and free of rubbish.
12. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways may be placed or

permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply to any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree may be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. The front and side yards of a lot upon which improvements are constructed shall be sodded to a point even with the two (2) rear corners of the dwelling built thereon.
14. No lot shall be re-subdivided or a portion thereof severed so as to create a lot smaller than the smallest lot in the subdivision. For the purpose of this paragraph, the word "re-subdivided" shall include any splitting or selling off of any part of a platted lot by meets and bounds; provided, however, that the provision herein contained shall not be construed so as to prevent a lot from being divided by meets and bounds and thereby increasing the size of adjoining lots thereto.
15. No recreational vehicles, campers, motor homes, inoperative automobiles, over-the-road commercial vehicles, including eighteen wheel tractor trailers, no heavy equipment, and no other machinery shall be located in front of any lot, except where necessary for construction purposes on said lot.
16. No over-the-road commercial vehicles, including eighteen wheel tractor trailers, no heavy equipment and no other machinery shall be located on or in any lot, except necessary for construction on said lot.
17. Mailboxes and mailbox stands within the subdivision shall be uniform in appearance as determined by the Architectural Committee.
18. All driveways shall be constructed of concrete unless the Architectural Control Committee agrees otherwise.

19. Each owner of a lot in the Northwind Subdivision shall be a member of the Northwind Homeowners Association.

(a) The Northwind Homeowners Association shall be responsible for maintaining all open space, recreational space, stormwater retention basins, and other common landscaped areas which are part of this development.

(b) Dues to the Northwind Homeowners Association are mandatory and set at \$75.00 per year beginning in Jan 1, 2000. 2001 
Dues will be determined by the Homeowners Association in January of each year and will become delinquent March 31 of each year.

Interest of 1-1/2 % per month will be accrued on delinquent accounts.

20. The Developer has caused the Northwind Homeowners Association, Inc., to be formed. The Articles of Incorporation of the Association are filed in the Probate Office of Tuscaloosa County, Alabama in Incorporation Book 2000 at Page 1766. At the time of the execution of this instrument, the By-Laws are on file in the office of the Association.

Title to each lot in Northwind, and in future Northwind phases, if developed, carries with such title the right to cast one (1) vote, on the basis of one (1) vote per one (1) lot, at any regularly or specially called meeting of the members of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of lots in the subdivision.

It is anticipated that future phases of Northwind, if developed, may also contain certain common areas, that the streets may have medians containing street lights, a water sprinkling system, shrubs, trees, bushes and other landscaping and that a sign (hereinafter "Entrance Sign") may be constructed at the entrance to Northwind.

The care and upkeep of the Entrance Sign, the street medians and any other common areas in the subdivision, as well as the payment of all utility bills associated with any street lights or water sprinkling systems,

shall be the responsibility of the Association and shall be governed by the Articles of Incorporation and By-Laws of the Association.

21. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten 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.
22. Enforcement may be by proceedings at law or in the equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.
23. Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provision, which shall remain in full force and effect.

2000 8893
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IN WITNESS WHEREOF, Sunn Properties, LLC, is a limited liability corporation, has caused this instrument to be executed in its name by Phillip Kinard as its president, and attested by Philip Kinard, as its Secretary, on this the 15th day of JUNE, 2000.

Sunn Properties, LLC

BY: 
AS ITS PRESIDENT

ATTEST:

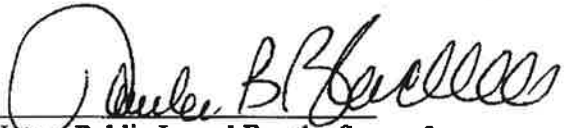

AS ITS SECRETARY

STATE OF ALABAMA
TUSCALOOSA COUNTY

I, the undersigned. A Notary Public in and for said County in said State, hereby certify that Philip Kinard, whose name as President and Secretary, respectively, of Sunn Properties, LLC, a limited liability corporation, is signed to the foregoing instrument adopting and approving Protective Covenants and Restrictions for Northwind Homeowners Association, and who are known to me, acknowledged before me on this day that being informed of the contents of said instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal on this the 15 day of June, 2000.

My Commission Expires: 11/5/2000


Notary Public In and For the State of
Alabama at Large

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Source Of Title: 2000 / 332
W. Hardy McCollum - Probate Judge
Tuscaloosa County, Alabama

Book/Pg: 2000/8888
Term/Cashier: SCAN1 / pav
Tran: 1790.118031.167509
Recorded: 06-20-2000 14:45:35
PJF Probate Judge Fee 2.00
REC Recordings Fee 18.50
SOT Source of Title 1.00
Total Fees: \$ 21.50