

STATE OF ALABAMA

TALLAPOOSA COUNTY

**DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
HIDDEN LAKE ESTATES SUBDIVISION PLAT NO. 1**

WHEREAS, DILPAR DEVELOPERS, L.L.C. is the owner of the land situated in Tallapoosa County, Alabama, as described on Exhibit A attached hereto; (herein as the "Property" on the "Subdivision").

WHEREAS, Developer desires to create and carry out an orderly, uniform and general plan of development and improvement of the Property which plan is designed for the mutual benefit of Developer and the owners of parcels of the Property; and

WHEREAS, to enhance the value and desirability of the Property, Developer desires to encumber and restrict all of the Property with the protective covenants and restrictions hereinafter set forth; and

WHEREAS, Developer may sell, convey, lease and mortgage the Property subject to this Declaration and desires that owners, lessees and mortgagees thereof shall at all times enjoy the benefits of, and shall hold their individual parcels or liens subject to, the covenants and conditions contained herein, and shall in addition comply with all ordinances and regulations of Tallapoosa County as they now exist or as they may be amended and shall also comply with any other covenants of a more restrictive nature which might be imposed from time to time in the future.

NOW, THEREFORE, in consideration of the premises and to assist in enhancing and protecting the value, desirability, and attractiveness of the Property, Developer hereby declares that the Property shall be sold and conveyed subject to the protective covenants and restrictions hereinafter set forth, which shall be deemed to run with the land and shall be a benefit and a burden to Developer, its successors and assigns (for only so long as it owns a portion of the Property), any person or entity subsequently acquiring or owning an interest in the Property, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I – Definitions

As used in this Declaration, unless the context otherwise requires, the following shall mean:

1.01 DRB: The term "DRB" shall mean the Design Review Board (DRB) established by this Declaration.

1.02 Declaration: The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.

1.03 Developer: The term "Developer" shall mean Hidden Lake Estates Subdivision, its successors and assigns.

1.04 Common Area. The term "Common Area" shall mean all real property (including the improvements thereon), which is deeded or may in the future be deeded or dedicated by Dilpar Developers, L.L.C., for common use and enjoyment of the Lot Owners, however, all such common areas shall be situated within and be a part of the property of Hidden Lake Estates Subdivision.

1.05 Enlarged Lot: The term "Enlarged Lot" shall mean and refer to adjacent Lots or parts thereof, which are owned by the same person or entity and which are combined for building purposes to form one building site. Any Enlarged Lot so constituted shall be considered and referred as a Lot for purposes of this Declaration.

1.06 Improvements: The term "Improvements" shall mean buildings, outbuildings, underground installations, slope alterations, mailboxes, roads, driveways, parking areas, fences, screening, walls and barriers, retaining walls, stairs, decks, windbreaks, signs, and any and all other structures of every type and kind.

1.07 Landscaping: The term "Landscaping" shall mean vegetative plantings such as trees, grass and other natural ground covers, terraces, berms, plant materials, and aesthetic structures.

1.08 Lot: The term "Lot" shall mean and refer to any numbered or lettered separate plot of land or parcel shown upon the Plat.

1.09 Owner: The term "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot that is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.09 Plat: The term "Plat" shall mean the Plat of Hidden Lake Estates Subdivision No. ____, recorded in the Office of the Judge of Probate of Tallapoosa County, Alabama in Plat Book 11, at Page 74 and all corrections and amendments thereto.

ARTICLE II – Architectural Control

2.01 Design Review Board: The Developer hereby establishes a Design Review Board (heretofore defined as the “DRB” and/or “DRB”), of three (3) members which shall review and approve the development, Landscaping, site plans (including signs, driveways, walks, mailboxes, fences, parking and the like), Improvements and uses for the Property.

2.02 Approved Contractors. All improvements constructed on any lot located within Hidden Lake Estates Subdivision shall be made by a contractor or builder approved by the DRB. The DRB may at its sole discretion, establish criteria and requirements upon which a contractor or builder may or may not be approved to construct improvements on properties in this plat. This covenant is not to be construed as an attempt to show prejudice, malice, or favor toward any person or entity, but only to attempt to discourage unscrupulous and/or undesirable business in Hidden Lake Estates Subdivision. By approving or disapproving any contractor the DRB shall in no manner be deemed to pass upon the character or reputation of any contractor or to warrant or guarantee the performance or work of any such contractor in any manner whatsoever.

2.03 Design Review Board Approval: Including but not limited to the following shall not be placed on any Lot, until the DRB has given written approval for construction to proceed:

- a. Landscaping
- b. Buildings and/or Outbuildings
- c. Fences
- d. Signs
- e. Mailboxes
- f. Piers/Decks
- g. Seawalls

Furthermore, any and all improvements, shall not be placed on any Lot, until the DRB has given written approval for construction to proceed.

2.04 Submission of Plans and Specifications: Two copies of the plans and specifications showing the plot layout, all exterior elevations with materials and colors, all landscaping and fences shall be submitted to the DRB by the proposed contractor prior to

the commencement of any construction, or landscaping or repair, painting, alteration, addition or remodeling of the exterior of any Improvement (including any changes or alterations in siding or screening now or hereinafter located on any Lot), for the review and approval of the DRB. Within 14 days after receipt of said plans and specifications, the DRB shall, in writing, approve, disapprove or suggest amendments to such plans and specifications. The DRB may use its absolute discretion in approving, disapproving or suggesting amendments to such plans and specifications.

The following itemized Building Materials and Specifications are guidelines set forth by the DRB for the use by the owner and developer in creating, designing and constructing, residential homes:

- i. Exterior finish: Building shall be traditional in nature. These building types shall exude a southern charm and elegance and carried throughout all portions of construction, harmoniously on all sides and shall have an exterior construction of veneer or brick, wood, masonite, stucco, EIFS (drivit), hardy plank or natural and man-made stone. Exterior colors shall be consistent with the theme and carried throughout all portions of construction, harmoniously on all sides. However, only vinyl eaves and soffits are acceptable. All exterior wood and vinyl must be maintained regularly.
- ii. Garages Carports, and Out Buildings: No separate garages or outbuildings or auxiliary structures of any kind or nature, except garden or ornamental landscape structures shall be erected or allowed to occupy any portion of any lot, except that portion of the lot in the rear of the residence and no such building shall be constructed, used, or occupied prior to the construction of the main structure except such as may be used in storing tools and materials for the construction of the main house. Furthermore, the storage or outbuilding shall not have separate utilities, mailing addresses and/or entrances from Hidden Lake Drive. Any such structure must be approved in writing by DRB. Garage doors, if a part of the original approved construction, must be kept operable and must be closed

