

910-417
STATE OF ALA. MADISON CO.
I CERTIFY THIS INSTRUMENT
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PAID ON THIS INSTRUMENT
[Signature]
OFFICE OF PROBATE

STATE OF ALABAMA

MADISON COUNTY

SUPPLEMENTAL DECLARATION
OF
ARBOR WOODS SECOND ADDITION

WHEREAS heretofore on the 9TH day of DECEMBER, 1997, 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.

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 does by these presents add Parcel Number 75, ARBOR WOODS SECOND ADDITION and does make and promulgate the following use restrictions pertaining to the use and enjoyment of all the lots of ARBOR WOODS SECOND ADDITION 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 35, page 95. 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. All dwellings and permitted accessory buildings constructed on the lots of said subdivision shall have an exterior of at least 50% (with not less than 25% brick or stone on any one side of building) 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.

2. All dwellings shall have side or rear entry garages.

3. Roofs of dwellings constructed on all of said lots shall be of regular or architectural grade shingles.

4. Dwellings constructed on the lots of said subdivision shall have at least 2,400 square feet

of heated area.

5. 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.

6. 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. Within the construction of the fence there must be some brick or stone masonry, and stone or brick is required at the corner posts. Additional posts are required if the fencing is longer than 75 feet in length on any given side or on the rear. 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. No chain link fence will be allowed within the subdivision. Fences, regardless of construction, will not be permitted any nearer to front lot line than the rear most corner of the dwelling.

7. On all corner lots, homes must be facing at an approximately 45° angle from the respective corner. Any variations must be approved by the architectural control committee.

8. 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 four large trees (d, i, ii, iii) and three small trees (d, iv, v), to include no more than one evergreen. Shrubbery required in the front yard shall be a minimum of 12 shrubs, with all foundation plantings 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 two large trees (d,i,ii,iii) and one small tree (d, iv, v).

(d) All proposed trees shall conform to the minimum size standard listed below, based on American Standards for Nursery stock, ANSI 260.1, published by the American Association of Nurserymen and approved by the American National Standards Institute, as follows:

Suggested Large Trees

(i) Type 1, Shade trees, 2.5" caliper, 12' height range - Sugar Maple, Red Maple, Tulip Poplar, Sycamore, Red Oak, White oak, and Willow Oak.

(ii) Type 2, Shade trees, 1.5" caliper, 6' to 8' height range - Bradford Pear, Goldenrain Tree, Southern Magnolia, Zelkova, River Birch, and European Birch.

(iii) Type 5, Coniferous Evergreens, 5' to 6' height range - Pine species, Hemlock and Spruce.

Suggested Smaller Trees

(iv) Type 3, Small upright trees, 1" caliper, 6' to 7' height range - Redbud, Crabapple, Crepe Myrtle, Cherry Laurel, Flowering Peach, and Flowering Plum.

(v) Type 4, Small spreading trees, 5' to 6' height range - Flowering Dogwood, Star Magnolia, Flowering Cherry, and Japanese Maple.

(e) If existing trees meet requirements of this covenant in all respects, required trees of the covenant may be omitted. Each existing tree meeting requirements may count, at the option of the owner, for one (1) of the trees in its required class, provided it:

(i) Is not one of the following species: Boxelder, silver maple, catalpa, cottonwood, camphor, mimosa, chinaberry, princess tree, or siberian elm.

(ii) Has a live crown and is free from serious root, trunk, and crown injury.

(iii) Is indicated on the landscaping plan as a tree "to be saved."

(iv) Is situated so that it can be incorporated into the landscape with minimal grade, cut, or fill under the drip line of the tree.

(f) Sod is required in all front yards, with seeding or sprigging being allowed in the backyard if it is the correct time of year.

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 ARBOR WOODS SECOND ADDITION, 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 has caused this instrument to be executed on this the 30TH day of OCTOBER, 1997.

HAMPTON COMMUNITY, INC.
an Alabama Corporation

BY: 
Ms Vice President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared Jeff ENTINGER, whose name as VICE 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 30TH day of OCTOBER, 1997.


NOTARY PUBLIC

My Commission Expires 8-15-2001

THIS INSTRUMENT PREPARED BY:
Samuel H. Givhan
WATSON, FEES & JIMMERSON, P.C.
200 Clinton Avenue, West
Huntsville, AL 35801

EXHIBIT "A"

ARBOR WOODS SECOND ADDITION

ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 4 SOUTH, RANGE 2 EAST OF THE HUNTSVILLE MERIDIAN, MADISON COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE DUE NORTH 703.97 FEET AND DUE EAST 8.02 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON THE EASTERN RIGHT-OF-WAY OF THE EASTERN BY-PASS;

THENCE FROM THE POINT OF BEGINNING SOUTH 76 DEGREES 26 MINUTES 56 SECONDS EAST, A DISTANCE OF 246.11 FEET TO A POINT;

THENCE NORTH 39 DEGREES 50 MINUTES 30 SECONDS WEST, A DISTANCE OF 270.00 FEET TO A POINT;

THENCE SOUTH 50 DEGREES 09 MINUTES 30 SECONDS WEST, A DISTANCE OF 3.00 FEET TO A POINT;

THENCE NORTH 38 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 335.11 FEET TO A POINT;

THENCE NORTH 30 DEGREES 26 MINUTES 06 SECONDS WEST, A DISTANCE OF 100.55 FEET TO A POINT;

THENCE NORTH 39 DEGREES 18 MINUTES 12 SECONDS WEST, A DISTANCE OF 179.68 FEET TO A POINT;

THENCE NORTH 71 DEGREES 13 MINUTES 10 SECONDS WEST, A DISTANCE OF 65.25 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 01 MINUTES 58 SECOND WEST, A DISTANCE OF 283.19 FEET TO A POINT;

THENCE NORTH 73 DEGREES 53 MINUTES 39 SECONDS WEST, A DISTANCE OF 115.74 FEET TO A POINT;

THENCE NORTH 54 DEGREES 50 MINUTES 14 SECONDS WEST, A DISTANCE OF 115.94 FEET TO A POINT;

THENCE NORTH 39 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 114.03 FEET TO A POINT;

THENCE NORTH 50 DEGREES 08 MINUTES 35 SECONDS EAST, A DISTANCE OF 140.00 FEET TO A POINT;

THENCE NORTH 39 DEGREES 51 MINUTES 25 SECONDS WEST, A DISTANCE OF 13.54 FEET TO A POINT;

THENCE NORTH 50 DEGREES 08 MINUTES 35 SECONDS EAST, A DISTANCE OF 185.14 FEET TO A POINT;

THENCE SOUTH 51 DEGREES 25 MINUTES 12 SECONDS EAST, A DISTANCE OF 95.27 FEET TO A POINT;

THENCE NORTH 89 DEGREES 32 MINUTES 40 SECONDS EAST, A DISTANCE OF 266.00 FEET TO A POINT;

THENCE SOUTH 88 DEGREES 07 MINUTES 01 SECONDS EAST, A DISTANCE OF 94.69 FEET TO A POINT;

THENCE SOUTH 76 DEGREES 20 MINUTES 48 SECONDS EAST, A DISTANCE OF 94.41 FEET TO A POINT;

THENCE SOUTH 63 DEGREES 41 MINUTES 30 SECONDS EAST, A DISTANCE OF 92.94 FEET TO A POINT;

THENCE SOUTH 45 DEGREES 55 MINUTES 27 SECONDS EAST, A DISTANCE OF 94.58 FEET TO A POINT;

THENCE SOUTH 43 DEGREES 39 MINUTES 54 SECONDS EAST, A DISTANCE OF 100.00 FEET TO A POINT;

THENCE SOUTH 36 DEGREES 26 MINUTES 28 SECONDS EAST, A DISTANCE OF 94.35 FEET TO A POINT;

THENCE SOUTH 35 DEGREES 42 MINUTES 43 SECONDS EAST, A DISTANCE OF 79.77 FEET TO A POINT;

THENCE SOUTH 34 DEGREES 43 MINUTES 22 SECONDS EAST, A DISTANCE OF 66.19 FEET TO A POINT;

THENCE SOUTH 17 DEGREES 51 MINUTES 00 SECONDS EAST, A DISTANCE OF 116.06 FEET TO A POINT;

THENCE SOUTH 80 DEGREES 01 MINUTES 14 SECONDS EAST, A DISTANCE OF 109.72 FEET TO A POINT;

THENCE SOUTH 74 DEGREES 48 MINUTES 59 SECONDS EAST, A DISTANCE OF 73.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 36.81 FEET (CHORD BEARING AND DISTANCE OF SOUTH 55 DEGREES 43 MINUTES 24 SECONDS WEST, 33.58 FEET) TO A POINT ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET TO A POINT;

THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 90.48 FEET (CHORD BEARING AND DISTANCE OF SOUTH 18 DEGREES 52 MINUTES 51 SECONDS WEST, 90.34 FEET) TO A POINT;

THENCE SOUTH 65 DEGREES 46 MINUTES 30 SECONDS EAST, A DISTANCE OF 338.80 FEET TO A POINT ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1630.00 FEET; SAID POINT IS FURTHER DESCRIBED AS BEING ON THE EASTERN RIGHT-OF-WAY OF THE EASTERN BY-PASS;

THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY, A DISTANCE OF 347.31 FEET (CHORD BEARING AND DISTANCE OF SOUTH 22 DEGREES 21 MINUTES 03 SECONDS WEST, 346.66 FEET) TO THE POINT OF BEGINNING AND CONTAINING 14.04 ACRES MORE OR LESS.