

STATE OF ALABAMA

MADISON COUNTY

SUPPLEMENTAL DECLARATION
OF
COBBLESTONE COVE
SUBDIVISION

WHEREAS heretofore on the 8th 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.

WHEREAS, the undersigned JEFF BENTON HOMES, INC. an Alabama corporation, is the owner of the hereinafter described real property known as COBBLESTONE 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 does by these presents add Parcel Number 94, COBBLESTONE COVE SUBDIVISION and does make and promulgate the following use restrictions pertaining to the use and enjoyment of all the lots of COBBLESTONE 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 47, page 62. 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 constructed on the lots of said subdivision shall have an exterior of at least 60% masonry brick or stone construction, including gable ends.
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 with a minimum of 6/12 pitch.
4. Dwellings constructed on the lots of said subdivision shall have at least 2,400 square feet

of heated area.

5. 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. 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. 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.

(a) Lots number 183, 184, 185 & 186 are considered lake view lots and are restricted to wrought iron/aluminum fences with said brick columns at corners. This is to present an aesthetically pleasing "non-walled off" appearance.

6. All homes constructed within the subdivision shall have a uniform mailbox, the design of which will be approved by the Declarant and provided by Jeff Benton Homes.

7. House number of home shall be recessed in concrete on the front of the home.

8. 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.

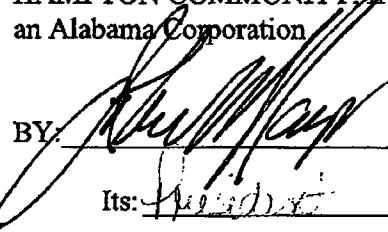
- (a) The front yard of each lot shall be planted with three large trees (1.5" to 2.5" caliper) and three small trees (small trees can be in bedding areas). Shrubbery required in the front yard shall be a minimum of eighteen shrubs, with all foundation planting to be at least 90% evergreen and three 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.

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 1035, Page 1079) 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.

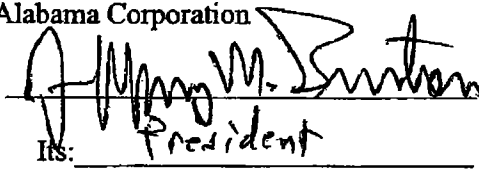
Enforcement of the above described additional use restrictions shall be in the same manner and direction as described in the Declaration of Protective Covenants of Hampton Cove as described above.

IN WITNESS WHEREOF, the undersigned Hampton Community, Inc., an Alabama Corporation has caused this instrument to be executed on this the 26 day of May, 2004.

HAMPTON COMMUNITY, INC.
an Alabama Corporation

BY: 
Its: President

JEFF BENTON HOMES, INC.
An Alabama Corporation

BY: 
Its: President

STATE OF ALABAMA

COUNTY OF MADISON

Before me, the undersigned authority, this day personally appeared John 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 26th day of May, 2004.

David Doyle
NOTARY PUBLIC

My Commission Expires: _____

MY COMMISSION EXPIRES 8-27-2007

STATE OF ALABAMA

COUNTY OF MADISON

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 2nd day of June, 2004.

James J. Jones
NOTARY PUBLIC

My Commission Expires: 4-19-2008