

## STATE OF ALABAMA

## COUNTY OF COFFEE

Fees: \$38.00  
Total: \$38.00

A. KNOW ALL MEN BY THESE PRESENTS, That WHEREAS, Salter 3, LLC is the owner of all of the lots and property embraced in that certain subdivision in the Town of New Brockton, Coffee County, Alabama, more particularly described and known as **Cardinal Point**, as shown on plat which is recorded in the Office of the Judge of Probate, Enterprise, Coffee County, Alabama, in Plat Book 4, Page 122.

B. WHEREAS, Salter 3, LLC is desirous of selling several lots described in that said Plat, as referred to hereinabove and is of the opinion that the restrictions hereinafter imposed upon all of the lots embraced in the above referred to Plat Book will be for the mutual benefit and protection of said lots and will enhance the value and desirability thereof;

NOW, THEREFORE, Salter 3, LLC does hereby covenant and agree for itself, its heirs and assigns, that the following reservations, restrictions and covenants shall be and are hereby imposed upon each and every lot shown in said plat of Cardinal Point, for the benefit of each of the lots on which such restrictions are imposed, to-wit:

### C. RESIDENTIAL AREA COVENANTS

C-1. LAND USED AND BUILDING TYPE. No lot may be used except for residential purposes, unless any lot is deemed necessary for further development, for expansion by developer.

No building shall be erected, altered, placed or permitted, to remain on any lot other than one detached, single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

C-2. ARCHITECTURAL CONTROL. No building shall 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 control 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 shall be erected, placed or altered on any lot nearer to any street, than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D. No window air conditioner units are permitted, to include garage areas.

C-3. DWELLING COSTS, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$100,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garage shall be not less than 1800 square feet for a one-story dwelling, nor less than 1,000 square feet for a dwelling of more than one story.

C-4. **BUILDING LOCATION.** No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot minimum side yard shall be permitted for a garage to other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot, nearer than 40 feet to the rear lot line. For the purposes, of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. In the event the owner of any two (2) contiguous lots shall build a residence on each of said lots simultaneously either of said residences may be located not less than five (5) feet from the interior lot line; provided the distance of not less than 20 feet is maintained between said residences. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be construed to permit any portion of a building to encroach upon another lot.

C-5 **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line to any utility company having an installation in the easement.

The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-6. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 13,000 square feet.

C-7. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporary or permanently.

C-9. **SIGNS.** No sign of any kind shall be displaced to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

C-10. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operation, oil refining, quarrying or mining, operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

No derrick or other structure designed to use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-11. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, walls, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and 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 on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-14. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

C-15. COMMERCIAL VEHICLES. No trucks and no commercial type vehicles shall be stored or parked on any lot except while parked in a closed garage nor parked on any residential street in the subdivision, except while engaged in transporting to or from a residence in the subdivision.

C-16. SUBDIVISION OF LOTS. A single lot together with contiguous portion or portions of one or more lots in the same block may be used for one building site, and no building or structure or any part thereof shall be erected or maintained nearer the side boundary line of such integral unit than 7 1/2 feet.

C-17. SWIMMING POOLS: Any pool placed or located on any lot in this subdivision shall be placed only in the rear yard, and shall be completely enclosed with a fence.

C-18. INCIDENTAL BUILDINGS: Any permanent storage building constructed on any lot must be of similar construction to and harmonious with residence on said lot and a drawing of same must be presented to the architectural control committee prior to commencing construction on same.

C-19. TRAILERS, ETC.: No house trailer, horse trailer, camper or any similar item shall be stored on or at any lot for a period of time in excess of forty-eight (48) hours, unless housed in a carport or

garage, or parked beyond the building setback line and otherwise screened so that it cannot be seen from adjacent and surrounding property. This also applies to parking on the streets.

C-20. VEHICLE MAINTENANCE AND REPAIR: No maintenance or repairs shall be performed on any vehicle upon any portion of the property, unless performed in a garage, except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the property must be completed within twenty-four (24) hours from its immobilization or the vehicle must be removed.

C-21. SATELLITE DISHES: Satellite Dishes shall be placed only in the rear yard and must not be visible to the public from the street.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. MEMBERSHIP. The architectural control committee is composed of Douglas Salter, Owner of Salter 3, LLC. The committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the member of the committee, nor its designate representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through the duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. PROCEDURE. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event, the committee or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

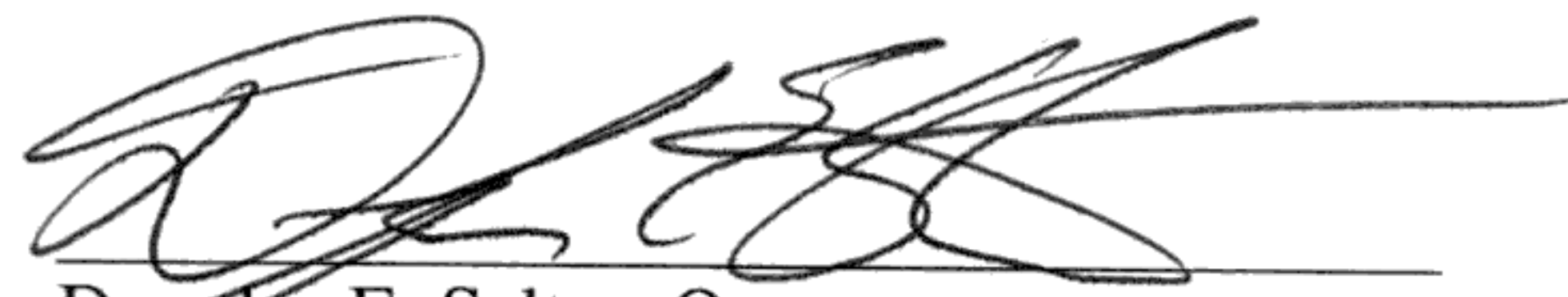
#### PART E. GENERAL PROVISION and REQUIREMENTS.

E-1. TERM. 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 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 and in part.

E-2. ENFORCEMENT. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

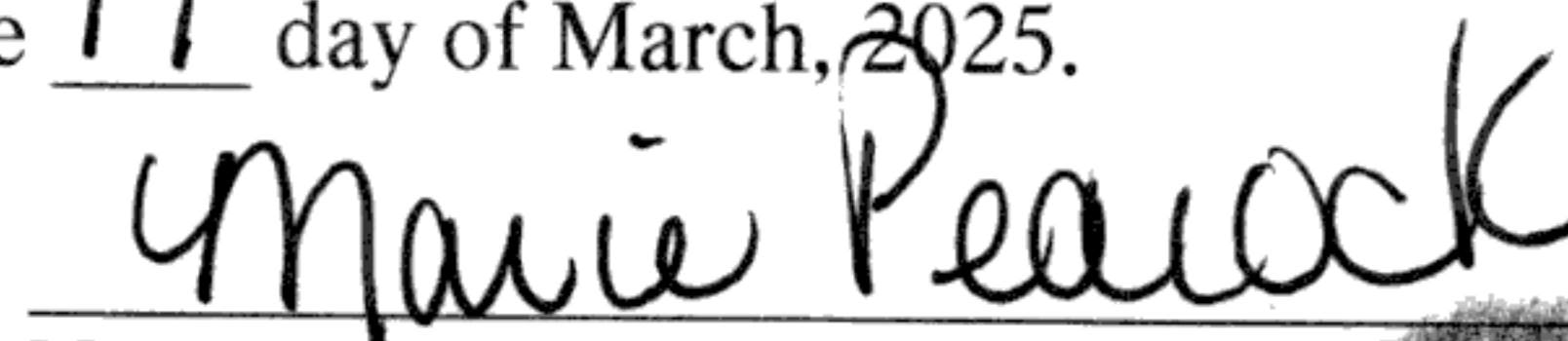
IN WITNESS WHEREOF, Douglas Salter, has caused this instrument to be executed in the name of Salter 3, LLC and on its behalf has hereunto set its hands and seals this the \_\_ day of March, 2025.

  
Douglas E. Salter, Owner

STATE OF ALABAMA  
COUNTY OF COFFEE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Douglas Salter, whose named as Owner of Salter 3, LLC, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Restrictive Covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17 day of March, 2025.

  
Notary Public

**PREPARED BY:**  
Weatherford & Williams, LLP  
Attorney at Law  
304 S. Edwards Street  
P. O. Box 311291  
Enterprise, AL 36331 (334) 347-1314

My Commission Expires  
March 3, 2029

