CANOE HARBOR

LOVEJOY REALTY

FREEMAN LAND & DEVELOPMENT

Lovejoy Realty (800) 699-5816 * Freeman Land (256) 547-9039

Pricing as of: MARCH 31, 2021

Pricing could change - Always ask for updated price sheet.

LOT	PRICE	ACREAGE	WF	STREET NUMBER	STATUS
1	SOLD	1.41	OF	211 Harbor Ln - Ashville, AL 35953 C	SOLD
2	SOLD	1.60	OF	205 Harbor Ln - Ashville, AL 35953 C	SOLD
3	SOLD	1.04	OF	201 Harbor Ln - Ashville, AL 35953 or 133 Harbor Dr OF	SOLD
4	SOLD	1.60	OF	125 Harbor Dr - Ashville, AL 35953 C	SOLD
5	SOLD	1.25	OF	119 Harbor Dr - Ashville, AL 35953 C	SOLD
6	SOLD	1.02	OF	113 Harbor Dr - Ashville, AL 35953 C	SOLD
7	$18,900.00	1.01	OF	107 Harbor Dr - Ashville, AL 35953 C	AVAIL
8	SOLD	1.00	OF	101 Harbor Dr - Ashville, AL 35953 C	SOLD
9	$107,900.00	1.30	305.47	100 Harbor Dr - Ashville, AL 35953	AVAIL
10	SOLD	0.77	103.35	106 Harbor Dr - Ashville, AL 35953	SOLD
11	SOLD	0.83	102.25	112 Harbor Dr - Ashville, AL 35953	SOLD
12	SOLD	0.85	111.39	118 Harbor Dr - Ashville, AL 35953	SOLD
13	SOLD	1.29	398.43	124 Harbor Dr - Ashville, AL 35953 B	SOLD
14	SOLD	1.32	358.50	130 Harbor Dr - Ashville, AL 35953 B	SOLD
15	SOLD	1.16	117.75	136 Harbor Dr - Ashville, AL 35953	SOLD
16	SOLD	1.22	116.14	142 Harbor Dr - Ashville, AL 35953	SOLD
17	SOLD	1.30	198.87	148 Harbor Dr - Ashville, AL 35953	SOLD
18	$117,000.00	1.03	154.75	154 Harbor Dr - Ashville, AL 35953	AVAIL
19	SOLD	1.19	114.84	160 Harbor Dr - Ashville, AL 35953	SOLD
20	SOLD	1.25	113.91	300 Harbor Dr - Ashville, AL 35953	SOLD
21	$99,900.00	0.84	227.82	304 Harbor Dr - Ashville, AL 35053	
22	SOLD	0.75	102.31	210 Harbor Ln - Ashville, AL 35953	SOLD
23	SOLD	0.60	106.90	206 Harbor Ln - Ashville, AL 35953	SOLD
24	SOLD	0.65	127.83	204 Harbor Ln - Ashville, AL 35953	SOLD
25	SOLD	0.68	100.50	202 Harbor Ln - Ashville, AL 35953	SOLD
26	SOLD	0.59	101.20	200 Harbor Ln - Ashville, AL 35953	SOLD
27	SOLD	0.57	99.78	301 Harbor Court - Ashville, AL 35953	SOLD
28	SOLD	0.49	99.31	303 Harbor Court - Ashville, AL 35953	SOLD
29	SOLD	0.46	107.35	305 Harbor Court - Ashville, AL 35953 or 401 Harbor Point	SOLD
30	SOLD	0.41	110.21	407 Harbor Point - Ashville, AL 35953	SOLD
31	SOLD	0.41	168.83	413 Harbor Point - Ashville, AL 35953 PN	SOLD
32	SOLD	0.41	227.54	419 Harbor Point - Ashville, AL 35953 PN	SOLD
33	SOLD	0.40	225.57	425 Harbor Point - Ashville, AL 35953 PN	SOLD
34	SOLD	0.41	235.37	431 Harbor Point - Ashville, AL 35953 PN	SOLD
35	SOLD	0.41	271.06	437 Harbor Point - Ashville, AL 35953 PN	SOLD
36	SOLD	1.18	1029.00	443 Harbor Point - Ashville, AL 35953 PL	SOLD

OF - OFF WATER LOTS * BR - BOAT RAMP * BH - BOAT HOUSE * PN - PENINSULA LOT * PL - POINT LOT

$750 - Reimbursement charge on top of lot cost for prepaid water services already installed.

2017 13135
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DEED Book & Page
11-22-2017 12:46:30 PM
Mike Bowling - Judge of Probate
St. Clair County, Alabama

STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

RESTRICTIVE COVENANTS
FOR
Canoe Harbor

WHEREAS, the undersigned Canoe Properties, LLC are the owners of all the hereinafter described real estate and are desirous of placing restrictions, which said restrictions shall become covenants running with the land, upon the following real estate to-wit:

Canoe Harbor Subdivision, as the same appear of record in Plat Book 2017, Page 15 & 16, Probate Office, St. Clair County, Alabama.

NOW THEREFORE, inconsideration of the benefits to accrue to the owner and purchaser of property in said subdivision, the undersigned does hereby agree that said property shall be subject to the following covenants, terms, restrictions, easements, conditions and limitations.

RESIDENTIAL AREA COVENANTS

1. **Land Use and Building Type**: No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one detached, single family dwelling not to exceed three stories in height, and a private garage for not more than three cars. Two or more lots may be used to accommodate one such dwelling, provided that no other dwelling shall be erected on the multiple lots so used as a unit. The Architectural Control Committee may approve a freestanding garage, gazebo, or detached storage building if in their sole judgment the lot will accommodate such improvement. All buildings to be built and conformity of the residents.

2. **Architectural Control**: No home, garage or other building shall be erected, placed or altered on any lot until the construction plan and specifications and a plan showing the location of the structures have been approved by the Architectural Control Committee. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set back line unless in like manner approved. The committee shall have the power to alter set back lines when in its sole judgment said alteration will not adversely affect the value of adjoining property or conflict with zoning regulations. Approval shall be as provided in the section hereof entitled "Architectural Control Committee". All boat houses, piers, wet slips, PWC floatations, etc. must be conforming to Alabama Power guidelines for residential shoreline permitting. All architectural features and location must be approved by the Architectural Control Committee before submitting application to Alabama Power.

3. **Dwelling Quality and Size**: No dwelling shall be built upon any lot which does not contain a minimum of 1600 square feet in the ground floor area of the main structure, exclusive of open porches and garages, except that a single family dwelling more than one story may contain not less than 1200 square feet of heated and cooled living

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area in the ground floor area. All buildings and building materials must be of such quality and workmanship as to be equal to, or surpass, the minimum standards of the Federal Housing Authority and/or Southern Standard Building Code in force at the time of construction. No mobile homes or modular homes shall be allowed.

4. **Building Location:** No building shall be located nearer than thirty (30) feet to front lot line. No building shall be located nearer than ten (10) feet to an interior lot line nor nearer than forty (40) feet to a back lot line on lots 1 thru 8 and no minimum on back line set off on all remaining lots (9-36). For the purpose 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 upon a lot to encroach upon another lot. Whenever, in the opinion of the Architectural Control Committee, the topography or size or shape of the physical condition of any lot requires it, said Architectural Control Committee may, in its sole discretion, permit or allow variations or modifications of the provisions as provided in Paragraph 3 and/or in this paragraph. Such modifications or variations shall not violate any zoning or other ordinance of St. Clair County jurisdiction thereof.

5. **Nuisances:** No noxious or offensive activities shall be carried on upon any lot nor shall any thing be done thereon which may be or may become any annoyance or nuisance to the neighborhood.

6. **Temporary Structures**: No structures of temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently. No mobile homes or trailer type residences shall be permitted on any lot as a residence, either temporarily or permanently.

7. **Fences:** No chain link or wire fences shall be allowed in the front of any residence. All fences or walls may only be constructed on the property at the approval of the Architectural Control Committee.

8. **Signs**: No sign of any kind shall be displayed to the public view on any lot except not more than two signs of more than three (3) feet square each, advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

9. **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

10. **Sewage Disposal:** No individual septic-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority.

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11. **Building Foundation:** No building on any lot shall be so construed as to have visible or exposed to view in the foundation or in the building itself, any concrete blocks, whether such blocks be painted. However, covered with stucco or cement is permitted.

12. **Combination of Lots into Single Lots:** While no lot may be re-divided such that more than one dwelling may be constructed thereon, lots may be combined with each other or with portions of other lots to form a location for one single residence. In the event that such combination does occur, no portion of lot used in such combination may be subsequently utilized as a separate building site.

13. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or maintained. Household pets are allowed.

14. **Architectural Control Committee**: The Architectural Control Committee is composed of Lyman Lovejoy and Chad Camp. The committee may appoint new members or replace members.

15. **Procedure:** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove within thirty (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 covenants related to approval shall be deemed satisfied. Approval of plans and specifications shall not render the Architectural Control Committee liable for any deficiency in such plans or specifications or deficiencies in the building constructed in accordance with such plans and specifications.

16. **All out buildings to be approved by the Architectural Control Committee.**

17. **RECREATIONAL LOTS:** (1) Parent lots 31, 32, 33, 34, 35 &36 in Canoe Harbor will have 1 recreational lot paired as followed; 31 & A, 32 & B, 33 & C, 34 & D, 35 & E then 36 & F. Said recreational lots, A, B, C, D, E & F are restricted for use as ingress and egress to Neely Henry Lake and the erection and enjoyment of piers, boat landings and boat houses, provided, however, no buildings, trailers or camping equipment shall be permitted or allowed on said premises. Any improvements must be approved by Architectural Control Committee before submitting application to Alabama Power; and (2) Grantor does by these presents restrict any transfer, assignment, conveyance or sale of said property or interest therein to any person, firm, corporation or other entity, unless, Recreational Lot is Sold simultaneously with its Parent Lot. Parent Lot and Recreational Lot shall be deeded to Grantee(s) as Two Separate Deeds but simultaneously at the time of any transaction.

18. **HARBOR POINT HOME OWNERS ASSOCIATION (HOA):** The following lots within Canoe Harbor Subdivision are located on Harbor Point Road and are hereby made subject to Harbor Point HOA; 21, 29, 30, 31, 32, 33, 34, 35 & 36. Harbor Point HOA does include, but is not limited to, private road maintenance of Harbor Point Road & Turn Around, it's entrance, signage, right of way infrastructure and other issues deemed important to the HOA. The Lots within the HOA will also adhere to and be governed by the same procedures and covenants in Canoe Harbor Subdivision.

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Mike Bowling - Judge of Probate
St. Clair County, Alabama

GENERAL PROVISIONS

19. 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 twenty-five (25) years from the date these covenants are recorded.

20. Enforcement of Covenants: These restrictions shall be enforced through any proceedings, at the law or in equity, against any person or persons violating or threatening to violate such restrictions and to recover any damages suffered from any violation of such restrictions, including but not limited to, the recovery of a reasonable attorney's fee such as shall be incurred in connection with enforcement of the restrictions.

21. 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.

22. The Declarants reserve the right to amend, alter or modify the provisions of these restrictive covenants with regard to any tract or tracts in the event that the Declarants, in their sole judgment, deem such amendment, alteration or modification consistent with the restrictive intent of these restrictive covenants or if terrain features and topographic considerations render the enforcement of these restrictive covenants in regard to any particular tract harsh to the owner.

NOW THEREFORE, in consideration of the premises and for the purpose of carrying out said restrictive intent, the above and foregoing restrictions and covenants are declared to exist upon the above described real estate for the term hereinabove fixed.

WITNESS my hand and seal this, the 22 day of Nov. 2017.

Chad Camp, Manager
Canoe Properties, LLC.

STATE OF ALABAMA
COUNTY OF ETOWAH

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Chad Camp, whose name as Manager of Canoe Properties, L.L.C., an Alabama Limited Liability Company, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument they, as such Managers, and with full authority, executed the same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal of office this the 22nd day of Nov., 2017

Notary Public

Total Fees: $ 20.50
REC Recording Fee 12.00
PJF Special Index Fee 5.50
CER Certification Fee 3.00
Book/Pg: 2017/13135
Term/Cashier: N RECORD9 / AMYF
Tran: 10013.26270I.378165

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05-30-2018 04:15:13 PM
Mike Bowlins - Judge of Probate
St. Clair County, Alabama

STATE OF ALABAMA
COUNTY OF ST. CLAIR

AMENDMENT TO RESTRICTIVE COVENANTS

FOR

CANOE HARBOR

This Amendment made this 30 day of May, 2018, by Canoe Properties, LLC, hereafter referred to as the Developer.

WHEREAS, the Developer has previously filed in Deed Book 2017, Page 13135 in the office of the Judge of Probate for St. Clair County, Alabama, certain Restrictive Covenants for Canoe Harbor Subdivision.

WHEREAS, the Restrictive Covenants for Canoe Harbor apply to all lot owners of the subdivision as recorded in Plat Book 2017, Page 15, in the Office of the Judge of Probate of St. Clair County, Alabama.

WHEREAS, the Developer has deemed it prudent and in the best interest of Canoe Harbor Subdivision to amend the Restrictive Covenants as follows:

23. Amendment by Developer. For so long as Developer owns any Lot or Dwelling within the Subdivision, Developer may amend the Plat filed and recorded in the Probate Office of St. Clair County, Alabama, without obtaining the approval of any Owner or Mortgagee. Any amendment made pursuant to this Section shall be effective upon recording of the same in the Probate Office of St. Clair County, Alabama. Each Owner, by acceptance of a deed or other conveyance to a Lot or Dwelling, and each Mortgagee, by acceptance of a Mortgage on any Lot or Dwelling, agrees to be bound by all amendments permitted by this section and further agrees that, if requested to do so by Developer, such Owner and Mortgagee will consent in writing to the amendment of the Plat or any other instrument relating to the Development if such amendment is (i) necessary to bring any provision hereof into compliance or conformity with the provision of any law, ordinance , statute, rule or regulation of any applicable Governmental Authority or the judicial decision of any state or federal court, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Lots or Dwellings, (iii) required by any Institutional Mortgagee in order to enable such Institutional Mortgagee to make a Mortgage loan on any Lot or Dwelling or (iv) necessary to enable any governmental agency or reputable private insurance company to insure Mortgages on any Lots or Dwellings

The undersigned lot owners of Canoe Harbor Subdivision consent and agree to this Amendment to Restrictive Covenants for Canoe Harbor.

Witness my hand and seal as dated below.

PRINTED NAME OF LOT OWNERS	SIGNATURE	LOT NUMBER	DATE
Andreas Duin		34+33	5-9-18
Christopher A. and Ashleigh H. RAY	Ashleigh H. Ray	15	5-21-2018
Joel Robert Klein		2	5/23/18
Peggy W. Vice	Peggy W. Vice	3	5/29/18

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Mike Bowling - Judge of Probate
St. Clair County, Alabama

Book/Pg: 2018/5933
Term/Cashier: N RECORD9 / AMYF
Tran: 10274.269619.387809
Recorded: 05-30-2018 16:16:17
CER Certification Fee 3.00
PJF Special Index Fee 5.50
REC Recording Fee 18.00
Total Fees: $ 26.50

within the Development.

Any lot heretofore sold shall not be amended on the Plat without the approval and signature(s) of the Owner and Mortgagee of said lot on the Amended Plat.

EXCEPT AS HEREIN modified or amended all other terms of the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed on the date first written above.

Canoe Properties, LLC

BY: _____
CHAD CAMP
ITS: MANAGER

Debra G. Pike
my commission expires
10-16-18

THIS INSTRUMENT PREPARED BY:
ELIZABETH S. PARSONS
BLAIR and PARSONS, P.C.
1711 Cogswell Avenue
Pell City, Alabama 35125
Phone: 205-884-3440

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The undersigned lot owner(s) of Canoe Harbor Subdivision consent(s) and agree(s) to this Amendment to Restrictive Covenants for Canoe Harbor.

Witness my hand and seal as dated below.

PRINTED NAME OF LOT OWNER	SIGNATURE	LOT NUMBER	DATE
Kendall W. Robison		36	5/30/18
Denise M Robison		36	5/30/18

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The undersigned lot owner(s) of Canoe Harbor Subdivision consent(s) and agree(s) to this Amendment to Restrictive Covenants for Canoe Harbor.

Witness my hand and seal as dated below.

PRINTED NAME OF LOT OWNER	SIGNATURE	LOT NUMBER	DATE
James D Stephens	James D Stephens	32	5/25/18
Brenda Kay Stephens	Brenda Kay Stephens	32	5/25/18

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The undersigned Mortgagees of Canoe Harbor Subdivision consent and agree to this Amendment to Restrictive Covenants for Canoe Harbor.

Witness my hand and seal as dated below.

Matthew David Cone — 25
PRINTED NAME OF LOT OWNER — LOT NUMBER

[signature] — 25
PRINTED NAME OF LOT OWNER — LOT NUMBER

Metro Bank — Donald A. Sanders — 5/30/18
PRINTED NAME OF MORTGAGEE — BY: [signature] ITS: Senior Vice President — DATE

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