

83

THE HOMESTEAD, A JOINT VENTURE

PROTECTIVE COVENANTS

TO PROMOTE AND MAINTAIN PROPERTY

VALUES

BOOK 003 PAGE 840

Donald Real Estate
4508 - Gary Ave.
Bldg. 35014

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

PART A

The undersigned, The Homestead, A Joint Venture (THJV),
being the owner of the following described real property situated,
lying and being in Shelby County, State of Alabama, to-wit:

Lots 2 - 26 Sector A

Lots A, B, and 1 - 22 Sector B

Lots 1 - 10 Sector C

According to that survey by Coulter, Gay, Salmon and Martin
Engineers dated 12-21-83; as recorded in the Office of the Judge
of Probate, Shelby County, Alabama in Map Book 8 , Page 167.

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hereby makes the following declaration as to the limitations, restrictions and uses to which the above described property may be put, hereby specifying that such declaration shall constitute covenants to run with this land, as provided by law, and shall be binding upon all parties and all persons claiming under them and for the benefit of, and limitations upon all future owners of said property or any portion thereof; this declaration of restriction being designed for the purpose of keeping such property, hereinafter referred to as lots or tracts desirable, uniform and suitable in architectural design and use as herein intended and specified.

PART B - AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenant in Part C in its and their entirety shall apply singularly and jointly to the above described lots in The Homestead, Shelby County, Alabama.

PART C - RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, solely and only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, one neat and well kept detached parking garage to serve said dwelling, one neat and well kept tool / tractor shed, and one neat and well kept boat house. All fences, walls, gates, hedges, or other of similar purpose shall be no closer to any property line nearest a publically used road or street within' or upon the overall herein above described property than 15 feet; and any such fence, wall, gate, hedge, or other shall be neat and well kept, as shall any other fence, wall, gate, hedge, outbuilding, dwelling or other permitted by law, decree, covenants, restrictions, rules and whatsoever as said pertain to the herein covered lots.

Grassed areas with 30 feet of any dwelling or structure shall be kept clean and cut to less than 6" in height at all times and should this area not be maintained, the Architectural Control Committee shall be empowered to have this area cut at whatever cost they should find appropriate and charge said cost to the then owner. If the then owner fails to pay this cost within 15 days from notification (mailed by 1st Class U.S. Mail to subject property) a lien in the amount of said cost plus a reasonable Attorneys fee shall be placed upon the subject property.

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C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications, including pre-built and on-site constructed and any combination thereof, and a plan showing the location of the proposed structure or structures have been approved by the Architectural Control Committee as to quality and harmony of external design and overall aesthetic incorporation within the framework of the existing or proposed structures and as to location with respect to topography and finish grade elevation have been so approved by said committee as provided in Part D herein.

C-3. DWELLING SIZE AND CONSTRUCTION. No detached dwelling shall be permitted at any time upon any lot which contains less than 1000 square feet of heated finished space and shall conform to the Southern Building Code Construction Specifications. Any prefabricated dwelling must be permanently attached to a foundation of Brick, Concrete Block, or material of a similar nature. Any construction shall be completed within 12 months from date of commencement of construction, however this time limit may be waived by the Architectural Control Committee.

C-4. BUILDING LOCATIONS. No building shall be located on any lot nearer to the front lot line or nearer to the adjacent side street lot line than 35 feet. No building shall be located nearer than 15 feet to an interior lot line except that a 10 foot

minimum side yard shall be permitted for any permitted accessory building located 75 feet or more from the minimum front building set-back line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this particular provision of this covenant shall not be construed or interpreted so as to permit any portion of any structure on any lot to unlawfully encroach. Should more than one contiguous lots be owned by the same party or parties then the interior lot lines shall be considered non-existent without the necessity for resurvey; and any set back restrictions shall not apply to those interior lot lines.

C-5. LOT AREA AND WIDTH. No detached dwelling shall be erected or placed on any lot having a width of less than 75 feet of water frontage nor shall any detached dwelling be erected or placed on any lot containing less than 18,000 square feet of land area.

C-6. EASEMENTS AND RELATED ACCESS. Easements and access to each individual lot for necessary and normal installation and maintenance of roads, utilities and drainage facilities are reserved within an area of 10 feet inside each lot line of each lot. The granting of this easement and right of access shall not prevent the use of the area by the owner for any permitted purposes except for building. A right of pedestrian access by way of a driveway or open lawn areas shall also be granted on each lot from the front lot line to each side lot line and rear lot line to any public authority or utility company having an installation, or in the process of having installed an installation, in any said easement, provided such right of use and access is neither normally nor arbitrarily abused, from the standpoint of the owner as usually regarded as reasonable and prudent according to local special circumstances and custom. 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-7. NUISANCES. No commerical activities, or by-products of any such commerical activity, or hobbies of a commerical or noxious or offensive nature whatsoever such as, but no limited to, the outside storage of such articles as junk vehicles, racing vehicles, building materials, equipment, automotive vehicles for commerical resale, grease racks, welding equipment, excessive noise, foul odors or otherwise shall occur within the confines of any lot, right-of-way or roads, except by or at the direction of a public utility or governmental authority of competent jurisdiction in the normal discharge of their respective jobs, obligations and duties; nor shall anything be done thereon or therein which may be or may become an annoyance to the neighborhood.

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C-8. TEMPORARY STRUCTURES. No structure of a temporary character as a wagon, trailer, camper, bus, basement, shack, garage, barn, any outbuilding or other shall be used on any lot at any time as a residence for occasional or permanant occupancy.

C-9. SIGNS. No sign of any kind shall be displayed to public view on any lot except one professional sign not more than one square foot in area, one sign of not more than five square feet in area advertising the lot for sale or rent, excluding signs used by a builder or original Partner in THJV while such Partner maintains his original equity position in THJV and any other signs the Architectural Control Committee approves.

C-10. REPTILES, LIVESTOCK AND POULTRY. No reptiles, pigs, goats, sheep, cattle or other domestic, wild or exotic livestock or animals whatsoever, nor poultry of any kind shall be raised, bred, kept or maintained on any lot, except that dogs, cats or other household pets may be kept, provided that they are not an infringement upon nor an interference with the quiet enjoyment of the neighborhood and are not bred, raised, kept or maintained for any commerical purpose.

C-11. GARBAGE, REFUSE, JUNK AND WASTE DISPOSAL. No lot be used or maintained as a dumping or storage ground or repository for any trash, garbage, junk, rubbish or other waste. However, any such trash, garbage or other waste may be kept temporarily in sanitary containers while awaiting imminent removal. All containers, incinerators or other equipment for the storage or disposal of such material shall be kept and maintained in a clean, sanitary and not unsightly condition and location.

C-12. WATER SUPPLY. No individual water supply systems shall be permitted upon any lot except as permitted and accepted by the then current Health Regulations in effect by the Health Authorities having jurisdiction.

C-13. SEWAGE DISPOSAL. Individual sewage disposal systems shall be permitted upon any lot, but only in accordance with the then current Health Regulations in effect.

C-14. LAND NEAR WATER COURSE. No material, refuse, trash, garbage, junk or dirty fill shall be placed or stored upon any lot within 20 feet of the edge of any open water course, except that clean fill, pipes and culverts for water control, fences or other may be placed in or nearer to than said 20 feet provided that the natural water flow and course from any such lot is not altered, blocked or changed significantly by any such fill, pipes, culverts, fences or other.

C-15. RESTRICTION OF WATER TRAFFIC. No boathouse, pier, docking facility, wall or other structure shall be erected in or placed in or on the waters of Lay Lake which shall restrict the normal movement of water traffic. Lots 2,3,4,5,6,7,8, and 9 Sector A of The Homestead shall be restricted to having no pier, wall, dock, boathouse or other structure erected or placed in or

on the water which shall extend more than 20 feet into the water: from the now existing bank. Lots 13,14,15,16,17,18,19,20,21,22,23, 24,25 and 26 of Sector A; and lots 13,14,15,16,17,18,19,20,21 and 22 of Sector B of The Homestead shall be restricted to having no pier, wall, dock, boathouse or other structure erected or placed in or on the water of the now existing canal which shall extend more than 10 feet into the water from the now existing bank. Lots 8,9,10,11,12 and 13 Sector B of The Homestead shall be restricted to having no pier, wall, dock, boathouse or other structure erected or placed in or on the water which shall extend more than 15 feet into the water from the now existing bank.

PART D - ARCHITECTURAL COMMITTEE

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D-1. MEMBERSHIP. The Architectural Control Committee is composed of John W. Kidd, Arthur P. Bagby III, Robert L. Robinson, 4508 Gary Ave, Fairfield, Alabama 35064, and at such address which may without notice thereof be changed from time to time.

A majority of the Committee may designate a representative to act for it. In the event of death, incapacitation or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. No member of the Committee nor its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to 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 that the Committee or its designated representative fails to approve or disapprove within 45 days after plans and specifications have been submitted to it, or in the event that an infraction of said herein covenants is disclosed to the Committee

or its designated representative and the Committee for whatever reason takes no action within the 45 days, or in any event, if no suit to enjoin the construction or to enjoin said infraction has been commanded prior to the completion thereof or 46 days thereafter, approval of and by the Committee or its designated representative will not be required and the related covenants shall be deemed to have been either fully complied with or fully waived or both, as the case may be, as to that particular covenant and circumstance.

PART E - GENERAL PROVISIONS

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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 automatically be extended for successive periods of ten 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 or in part.

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

E-3. SEVERABILITY. Invalidation of any of these covenants or portions and parts thereof by judgement, court order or other shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART F

IN WITNESS WHEREOF, THE HOMESTEAD, A JOINT VENTURE, a partnership, has caused these presents to be executed by John W. Kidd, Arthur P. Bagby III, Robert L. Robinson, Robert Bond and Forest Hill Land Company, the original owning Partners of The Homestead, A Joint Venture, this the 20th day of DECEMBER, 1983.

THE HOMESTEAD, A JOINT VENTURE

BY John W. Kidd
JOHN W. KIDD, PARTNER

BY Arthur P. Bagby III
ARTHUR P. BAGBY, III, PARTNER

BY Robert L. Robinson
ROBERT L. ROBINSON, PARTNER

BY Robert Bond
ROBERT BOND, PARTNER

BY Forest Hill Land Company
FOREST HILL LAND COMPANY

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STATE OF ALABAMA
INSTRUMENTS
1984 OCT -1 PM 1:06

Rec 2500
Ind 100
2600

STATE OF ALABAMA }
SHELBY COUNTY }

I, Robbie J. Bartlett, a Notary Public in and for said County in said State, hereby certify that John W. Kidd, Arthur P. Bagby III, Robert L. Robinson, Robert Bond and Forest Hill Land Co., whose names as original owning Partners respectively of The Homestead, A Joint Venture, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of its contents, they as such owning Partners and with full authority, executed the same voluntarily for and as the act of said The Homestead, A Joint Venture.

Given under my hand and seal, this the 20th day of Dec, 1983.

Robbie J. Bartlett
Notary Public