

## DECLARATION OF PROTECTIVE COVENANTS

STATE OF ALABAMA )

SHELBY COUNTY )

. KNOW ALL MEN BY THESE PRESENTS, that :

WHEREAS, the undersigned, Oak Glen Partnership, an Alabama general partnership, is the owner of all of the following described property:

Lots 1 through 33, Oak Glen, 1st Phase as recorded in Map Book 9 Page 104 in the Probate office of Shelby County, Alabama. Said parcel of land is situated in Township 19 South Range 2 West, Shelby County, Alabama.

WHEREAS, the undersigned desires to subject said property and each lot located in said survey to the conditions limitations and restrictions hereinafter set forth.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations and limitations for said subdivision, to wit:

That said property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

## 1. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively.

B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than detached single family dwellings not to exceed two and one-half stories, 35 feet in height, and a private garage for not more than four cars, and other outbuildings incidental to and necessary for proper residential use of the lot.

C. Notwithstanding anything to the contrary herein, the undersigned or their assigns, shall be permitted to construct and maintain on one lot only a structure and related facilities designed and used as a sales center for the marketing of real estate including the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigns or their assigns.

D. 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. No building shall be located nearer than 10 feet to an interior lot line. For the purpose of this covenant, eaves, steps, and open decks or terraces 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.

Oak Glen Partnership  
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E. No residential structure shall be erected or placed on any building lot which lot has an area of less than 15,000 square feet.

F. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions:

Lots 1-33: Dwellings shall contain not less than 1,600 square feet of finished and heated living area. In the event of a 1-1/2 story house, 1,100 square feet shall be on the ground floor. A two story house shall have not less than 900 square feet on the ground floor.

G. No more than a single family unit shall occupy any dwelling house.

H. No lot once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

## 2. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development or occurrence of any unclean, unsightly or unkept conditions of, buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserves the right (after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which, in the sole opinion of the undersigned, detracts from the overall beauty and safety of the subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

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

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. 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 for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road, waterway, or golf course within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

G. No structure of a temporary character, or trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior satisfactory evidence, of completion is received by and approved by the Committee.

H. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (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 lines and a 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 intersections 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. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two(2) square feet, one sign of not more than six(6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee. This provision shall not apply to the undersigned or their assigns during the sale period.

J. No satellite receiving or transmitting dishes or antennas shall be erected or located on any lot except in an area located directly behind house, no closer to the side line of the lot than the extended house side set back line. Corner lots must have location approval given specifically by the Architectural Control Committee.

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K. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (10 days written notice) and will be charged to the contractor (or owner) at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity.

During construction, all builders must keep the homes, garages, and building sites clean. All building debris, stumps, trees, etc., must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

L. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.

M. Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable, electric automatic door closers shall be used.

N. Outside air conditioning units may not be located in the front yard or side yard nearest the street on corner lots.

O. No plumbing or heating vent shall be placed on the front roof or any side roof on corner lots.

#### ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee is composed of David Jones and Martin Clem. 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 members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

B. All plans for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and shall require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention.

C. Any remodeling, reconstruction, alterations or additions to the interior of an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

D. One set of prints of the drawings (herein referred to as "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the office of Martin Clem, Building 7, Office Park, Birmingham, Alabama, 35223, at least ten (10) days prior to the beginning of construction. All plans must include the following:

1. An accurately drawn and dimensional plot plan showing all building set-backs, easements, drives, and walks.
2. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete. (The back filling sketch may be drawn by a builder)
3. All plans must include summary specifications or a list of proposed materials and exterior color selections. Samples of exterior materials which cannot be adequately described on the plans or materials with which the Committee is unfamiliar must be submitted with the plans.
4. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section 3E hereof.

E. 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 submitted plans and specifications have been submitted to it, within ten (10) business days after receipt of the same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.

F. Neither the Committee nor any architect or agent thereof nor the developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specification. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness of any structure to be erected upon any lot in the subdivision.

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4. The undersigned reserve for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on, in and over strips of land ten (10) feet in width along the rear property line of each lot, and five (5) feet in width along each side line of each lot.
5. Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.
6. The undersigned may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
7. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or persons owning any lot in said subdivision: (A) To prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.
8. Any person purchasing a lot or lots in the referenced subdivision shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee and set forth in Exhibit "A".
9. Subject to the approval of the undersigned and upon the unanimous vote of the Architectural Control Committee, the Committee reserves the right to change, amend, delete, alter and add to the above regulations and restrictions.
10. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described subdivision and are intended to create: (i) mutual, equitable servitudes upon each lot within such subdivision; (ii) reciprocal rights between and among the respective owners and future owners of each lot within such subdivision and (iii) a privity of contract and estate between the grantees of any and all lots within such subdivision, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Oak Glen Partnership, an Alabama general partnership, by and through its general partners has caused this Declaration of Protective Covenants to be executed on this the 24<sup>th</sup> day of October, 1985.

OAK GLEN PARTNERSHIP,  
an Alabama general partnership

By: Martin Clem  
Martin Clem  
Its Managing General Partner

By: David Jones  
David Jones  
Its General Partner

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Martin Clem, whose name as Managing General Partner of Oak Glen Partnership, an Alabama general partnership, 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 said instrument, he in his capacity as such Managing General Partner, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of October, 1985.

Patsy H. Davis  
Notary Public

My Commission Expires Nov. 1, 1986

STATE OF ALABAMA )

JEFFERSON COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David Jones, whose name as General Partner of Oak Glen Partnership, an Alabama general partnership, signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he in his capacity as such General Partner executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24<sup>th</sup> day of October, 1985.

Patsy H. Davis  
Notary Public  
I CERTIFY THIS INSTRUMENT WAS FILED

1985 OCT 16 AM 9:06

Thomas A. Swindler, Jr.  
JUDGE OF PROBATE

My Commission Expires Nov. 1, 1986

Rec'd 17.50  
Jud. 1.00  
18.50

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