

STATE OF ALABAMA

1582

SHELBY COUNTY

LINWOOD ESTATES

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, Oak Tree Enterprises, Inc., David J. Dern, Vickie L. Dern, Wayne Dutton Construction, Inc. and Bill Langston Construction, Inc. (the "Declarant's"), are the owners of all of the following described property:

LINWOOD ESTATES, as recorded in Map Book 11, Page 45, in the Probate Office of Shelby County, Alabama (the "Property").

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 for said subdivision, to-wit:

I. 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 property 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 undersigned or their assigns.

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D. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. No building shall be located nearer than 35 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No building shall be located on any interior lot nearer than 50 feet to the rear 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.

E. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: 1 story houses shall have a minimum of 1700 square feet of heated areas and no basement area can be considered finished area. 1½ story and 2 story houses shall have a minimum of 2,000 square feet and no basement area can be considered finished area.

F. No more than one family shall occupy any dwelling house.

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

H. No aluminum siding shall be permitted to be installed on the exterior of any structure or residential building constructed on a lot.

I. No satellite dish shall be visible from streets.

J. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rear most portion of any dwelling house. Brick and/or wood material is to be used on all sides visible from street.

II. General Requirements.

A. It shall be the responsibility of each lot owner to prevent 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 purposes.

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, minerals 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 or waterway 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 of the dwelling is complete and a certificate, or other 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 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 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 sale period. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. This provision shall not apply to the undersigned or their assigns during the sale period.

J. 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 (after 10 days written notice) and will be charge 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 subdivison.

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

L. Garage doors shall not be permitted on the front of homes except on approval of the Architectural Control Committee.

M. Outside air conditioning units may not be located in the front yard, only on the side or rear as required.

N. No plumbing or heating vent shall be placed on the front of house, only on the side or rear as required.

O. Design of all mail boxes and posts must be approved by the Architectural Control Committee. The Architectural Control Committee has a standard plan including a light bulb and photo-electric cell which shall be used.

P. No trailers or habitable motor vehicles of any nature shall be kept on or stored on any part of a lot except within an enclosed garage. No trucks of any nature shall be parked overnight on any lot except in an enclosed garage. A pleasure boat on its trailer or a non-habitable recreational van may be parked or stored on that portion of a lot away from the street lying beyond the rear of a house.

Q. No individual water supply system shall be permitted except solely for irrigation purposes or swimming pools.

R. Clothes lines or drying yards shall be so located as not to be visible from the street serving the premises of any Lot.

III. Architectural Control Committee and Plan Approval

A. Tracy Lucas, Hiram H. Gilbert and Greg Gilbert are hereby designated as the initial members of the Architectural Control Committee. A majority of 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. Upon the (i) development of at least seventy-five (75%) of the Lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants, and then record 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 withdraw from the Committee or restore to it any of its power and duties.

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 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 Real Estate Specialist, 3656 Cahaba Beach Road., Birmingham, Alabama, at least ten (10) days prior to the beginning of construction. All plans must include the following: A list of proposed exterior materials and color selections including exterior paint samples. 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 E 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 which have been submitted to it, within ten (10) business days after receipt of 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 specifications. 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.

G. The undersigned reserve for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to the city of Hoover, 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 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.

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H. 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.

I. The undersigned, and on 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. These restrictions may be modified, amended or withdrawn in whole or in part upon the recording of a document signed by a majority of the owners of the Lots in Linwood Estates reflecting such changes or modifications.

J. 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 contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

K. 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.

L. No owner of any part of any lot will do or permit to be done any act upon his property which may be, is, or may become a nuisance.

M. The breach of any of the foregoing covenants, conditions, reservations, or restrictions, or any re-entry by reason of a breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any lot, but these covenants, conditions, restrictions, and reservations shall be binding upon and effective against any mortgagee or trustee or owner, whose title or whose grantors title is or was acquired by foreclosure, trustee sale, or otherwise.

N. No delay or omission on the part of the owners of lots in this subdivision in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein.

O. In the event any one or more of the foregoing covenants, conditions or restrictions is declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment shall not in any manner effect, modify, change or nullify any of the remaining covenants and condition and not declared to be void by such order and the remaining covenants, conditions and restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, Oak Tree Enterprises, Inc. has caused this Declaration of Protective Covenants to be executed this the 20th day of January, 1988.

OAK TREE ENTERPRISES, INC.

By: Margaret L. Latham
Its: President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Margaret L. Latham, whose name as President of Oak Tree Enterprises, Inc. 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 said instrument, he as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of January, 1988.

Dora M. Smith
Notary Public

David J. Dern
Owner-David J. Dern

Vickie L. Dern
Owner-Vickie L. Dern

Wayne Dutton Construction, Inc.

By: Wayne Dutton

Bill Langston Construction, Inc.

By: William Langston

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Tracy Lucas, a Notary Public in and for said County, in said State, hereby certify that David J. Dern and Vickie L. Dern whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance were executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of January, A.D., 1988.

Tracy Lucas
Notary Public

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, _____, a Notary Public in and for said County, in said State, hereby certify that _____ whose name(s) _____ signed to the foregoing conveyance, and who _____ known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance _____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, A.D., 198____.

Notary Public

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wayne Dutton whose name as Wayne Dutton Construction, Inc. of Wayne Dutton Construction, Inc. 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 said instrument, he, as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of January, 1988.

Tracy Lucas
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

88 JAN 25 PM 2:32

STATE OF ALABAMA) Thomas A. Snowden, Jr.
JUDGE OF PROBATE
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William Langston whose name as William Langston Construction, Inc. of William Langston Construction, Inc. 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 said instrument, he, as such officer, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20 day of January, 1988.

Tracy Lucas
Notary Public

RECORDING FEES
Recording Fee \$25.00
Index Fee 1.00
TOTAL \$26.00

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