

STATE OF ALABAMA

SHELBY COUNTY

113-
DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, Valley Brook Development Company a PARTNERSHIP and LACEY AND Company (the "Declarant") is the owners of all of the following described property:

FIRST ADDITION TO INDIAN CREST ESTATES, as recorded in Map Book 12, Page 54, 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:

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 privated garage for not more than four cars, and other outbuildings incidental to and necessary for property residential use of the lot. Building for pool equipment and a green house will be permitted.

C. 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 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open decks or terrances shall not be considered as a part of a building; provided, however, that his shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

D. The main residential structure erected or placed on any lot within the Property shall included not less than the minimum amount of living space set forth herein. Living space is defined as heated and finished area and does not include porches, garages, basements, carports, or attics. The minimum living space for the main residential structure on the Lots is as follows: 2400 square feet for a one story home, 2800 square feet for a one and one-half story home, with 1750 square feet on the first floor, and 2800 square feet for a two story home.

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

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

G. Only wooden windows shall be permitted to be installed on the exterior or any structure or residential building constructed on a Lot.

H. No satellite dish or outside antenna shall be visible from streets.

BOOK 192 PAGE 466

11. 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 animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, excepts dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

C. 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 any annoyance or nuisance to the neighborhood.

D. 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.

E. 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 conditions, and shall be so placed or screened by shrubbery or other appropriate material, 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 burying of trash, garbage or household refuse shall be permitted, except during the construction period.

F. 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.

G. Chain link fences shall not be used. 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.

H. 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. No signs shall be nailed to trees. This provision shall not apply to the undersigned or their assigns during the sale period.

I. 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 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.

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

K. Garage doors shall not be permitted on the front of homes.

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

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

N. No trucks, buses, or construction equipment or commercial vehicles shall be parked on any lot on a regular basis, except during construction period. One light pick-up truck or van for personal use only may be used.

O. No outside sodium lamps shall be installed on lots.

IN WITNESS WHEREOF, VALLEY BROOK DEVELOPMENT COMPANY
PARTNERSHIP, has caused this Declaration of Protective Covenants to be
executed this the 30th day of June, 1988.

VALLEY BROOK DEVELOPMENT COMPANY
PARTNERSHIP

BY James E. Bishop
Its President

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State,
hereby certify that James E. Bishop, whose name as
President of Valley Brook Development Company
a Partnership, is signed to the foregoing instrument and who is know 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 the 30th day of
June, 1988.

Phyllis H. Hunter
Notary Public
July 31, 1989
My Commission expires

IN WITNESS WHEREOF, LACEY AND COMPANY has caused
this Declaration of Protective Covenants to be executed this the 30th
day of June, 1988.

LACEY AND COMPANY

By Robert H. Lacey
Its President

BOOK 192 PAGE 470

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County in said State,
hereby certify that Robert H. Lacey, whose name as
President of LACEY AND COMPANY 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 the 30th day of June, 1988.

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

88 JUL -5 AM 8:54

Thomas G. Snowden, Jr.
JUDGE OF PROBATE

Phyllis A. Hunter
Notary Public
July 31, 1989
My commission expires

1. Deed Tax \$
2. Mtg. Tax
3. Recording Fee 12.50
4. Indexing Fee 1.00
TOTAL 13.50