

This instrument was prepared by:
Clayton T. Sweeney, Esquire
2700 Highway 280 East Suite 150E
Birmingham, AL 35223

STATE OF ALABAMA)
COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS
FOR
SUMMER PLACE, 1ST PHASE

Inst. # 1993-17264

06/14/1993-17264
03:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
24.00
008 MCD

THIS DECLARATION OF PROTECTIVE COVENANTS, (hereinafter referred to as the "Declaration") is made this the 14 day of June, 1993 by Summer Place Land Developers, Inc., an Alabama Corporation, (hereinafter referred to as the "Developer"), which declares that the real property herein after described is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (sometimes hereinafter referred to as the "Protective Covenants").

WHEREAS, the Developer is presently the owner of all the real property described in the Plat of Summer Place, 1st Phase, prepared by Reynolds & Rawson, Inc. and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 17, at Page(s) 57;

WHEREAS, the Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of the real property herein described and for the maintenance and administration of certain areas thereof which benefit all owners of property therein and, to this end, desires to subject said real property, together with such additions thereto as may hereafter be made, to the Protective Covenants, all of which are for the benefit of the said real property and each owner thereof; and

NOW, THEREFORE, the Developer declares that the real property described in Section 2.01 hereof, and such additions thereto as may hereafter be made pursuant to Section 2.02 hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said real property, as well as their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

Don Aron

2232 Cahaba Valley Dr
Bham AL 35242

1.01 "DEVELOPER" shall mean and refer to Summer Place Land Developers, Inc., an Alabama Corporation, or its successors or assigns if such successors or assigns acquire any portion of the Property from the Developer and is designated as successor developer by Developer.

1.02 "LOT" shall mean and refer to the individual lots (as defined in the Subdivision regulations of the Shelby County Planning Commission) as reflected on Subdivision Plat(s) for the Property as recorded in the Office of the Judge of Probate of Shelby County, Alabama, as the same may be amended from time to time. Any portion of the Property not included in the subdivision plat shall be considered a single lot.

1.03 "OWNER" shall mean and refer to one or more persons or entities who or which have fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.04 Summer Place, 1st Phase, or "Property" shall mean and refer to all real property which is presently or may hereinafter be subject to this Declaration pursuant to Article II hereof.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION
ADDITIONS THERETO, DELETIONS THEREFROM

2.01 LEGAL DESCRIPTION: The real property which presently is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Shelby County, Alabama, and is described in the Plat of Summer Place, 1st Phase, prepared by Reynolds and Rawson, Inc. and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book _____, at Page(s) _____.

2.02 ADDITIONS TO PROPERTY: Upon approval in writing by the Owners who own a majority of the Lots, the owner of any property who desires to subject it to this Declaration, may file a Supplementary Declaration to that effect in the Office of the Judge of Probate of Shelby County, Alabama. Such Supplementary Declaration may contain such complementary additions to and modifications of the Protective Covenants as said majority of Owners shall determine to be necessary or proper to reflect the different character, if any, of the additional property, provided they are not inconsistent with the general plan of this Declaration.

2.03 WITHDRAWALS OF PROPERTY: The Developer may at any time or from time to time withdraw portions of the Property from this Declaration owned by the Developer. The withdrawal of Property as aforesaid shall be evidenced by filing in the Office of the Judge of Probate of Shelby County, Alabama, a Supplementary Declaration setting forth the portions of the Property to be so withdrawn.

2.04 PLATTING AND SUBDIVISION OF PROPERTY: The Developer shall be

entitled at any time and from time to time, to subdivide, plat and/or re-plat all or any part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

3.01 NECESSITY OF ARCHITECTURAL REVIEW AND APPROVAL: No improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, lighting system, site paving, grading, screen enclosure, sewer, and drain shall be commenced, erected, placed or maintained upon the Property, nor shall any addition, change or alteration therein, thereof or thereto be made, unless and until the plans and specifications, showing the color, nature, kind, shape, materials and location of the same, shall have been submitted to and approved in writing by, the Architectural Control Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

3.02 ARCHITECTURAL CONTROL COMMITTEE: The architectural review and control functions shall be administered and performed by the Architectural Control Committee (hereinafter referred to as the "ACC"), which shall consist of not more than three (3) persons. The ACC shall initially be comprised of Summey Higgins, Mark Acton and Danny Acton. A majority of the ACC may designate a representative to act for it. In the event of death or resignation of any member of the ACC, the remaining member(s) shall have full authority to designate a successor. So long as the developer owns any lots with the Property, at least two members of the ACC shall be designated by the Developer. Neither the members of the ACC, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

3.03 POWERS AND DUTIES OF THE ACC: The ACC shall have the following powers and duties:

(a) To require submission to the ACC of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building, fence, wall, sign, lighting system, site paving, grading, screen enclosure, sewer or drain, the construction or placement of which is or is proposed upon any Lot or the Property. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the ACC and shall include, but not necessarily be limited to, foundation plan, floor plan, and summary specifications list of proposed materials. The ACC may also require such additional information as reasonably may be necessary for the ACC to evaluate completely the proposed structure or improvement in accordance with this Declaration. All information submitted to the ACC shall be delivered to the office of the Developer at 2232 Cahaba Valley Drive, Birmingham, AL 35242,

or at such other address as may be reflected by the ACC in a duly recorded instrument filed in the Probate Office of Shelby County, Alabama.

(B) The Committee's approval or disapproval as required in this Declaration shall be in writing. In the event the ACC or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

ARTICLE IV RESTRICTIONS

4.01 DWELLING SIZE: Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: Dwellings shall contain not less than 1,700 square feet of finished and heated living area. In the event of a 1-1/2 story building, not less than 1,300 square feet shall be on the ground floor. A 2 story building shall have not less than 1,000 on each floor. No more than a single family unit shall occupy any dwelling house.

4.02 BUILDING LOCATION: 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 as 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 50 feet to the rear lot line, unless a different rear building setback line is indicated 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 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.

4.03 LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, and play houses or storage houses which conform with the architectural design, materials and decor of the surroundings, and applicable Shelby County regulations.

4.04 EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

4.05 NUISANCES: No offensive activity shall be carried on upon any lot.

4.06 TEMPORARY STRUCTURES: No structure of a temporary character, trailer, tent, shack, garage or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

4.07 STORAGE OF BOATS, TRAILERS AND OTHER VEHICLES: Only vehicles used for day-to-day transportation of the property owners, their families, or invitee may be kept or stored on the property. Inoperable vehicles and house trailers may not be kept or stored on the property. A motor home, camper or boat may be kept, provided they are parked or stored on the side or at the rear of the house.

4.08 SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising property for rent or sale or signs used by a builder to advertise the property during the construction and sales period.

4.09 MAIL BOXES: All mail boxes will be wrought iron. They will be purchased from the developer. The purchase price and installation thereof will be incurred by either the purchaser or builder.

4.10 FENCES AND HEDGES: No Fences of any kind shall be erected within the front minimum building set back line as shown on the recorded plat and no chain link or wire fences shall be permitted, that show from the front of the house. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway will be permitted on any corner lot.

4.11 YARD LANDSCAPING: All yards shall be landscaped so as to blend harmoniously with other dwellings and lots in the Subdivision. No sprigging or seeding allowed in the front yard. Front yards must be sodded grass. Some natural areas of bark or pine straw will be allowed if approved by the Architectural Control Committee. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of a Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a Lot, including vacant parcels. The foregoing sentence shall not apply to the Developer until the last Lot is sold to an owner other than the Developer.

4.12 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.

4.13 GENERAL RESTRICTIONS:

(a) No outside clothes lines shall be permitted.

(b) No animals will be allowed except for dogs, cats and pet birds, limited to a per lot aggregate of four and no breeding of any animals for commercial purposes shall be permitted. The ACC may approve more animals to be kept as domestic pets on a Lot is such animals are to be kept in the enclosed area of the house and approved by the ACC.

(c) No garage or carport to open to the front of Lot unless approved by the ACC.

(d) No satellite dish or antenna to be installed on any Lot.

(e) No chimney may be cantelilevered on the side or front of any dwelling house.

(f) No wooden front steps or front stoops shall be permitted, unless approved by the ACC in writing. All front stoops and front steps must be of brick or masonry material.

(g) No aluminum, vinyl or steel siding shall be used and all siding shall be less than 10 inches in width.

(h) No outside air conditioning unit may be located in any front yard.

(i) All basketball goals shall be attached to a goal post and goals shall not be attached to the dwelling.

(j) All windows shall be of wood construction.

(k) All foundation walls shall be bricked, brick veneer or drivit.

(l) The pitch of the roof on the dwelling must be at least 6 and 12 or more on a one story and two story; on a 1-1/2 story the back roof pitch may be 3-1/2 and 12.

ARTICLE V GENERAL PROVISIONS

5.01 TERM: The foregoing Protective Covenants shall constitute a servitude in and upon the Property and shall run with the such Property and inure to the benefit of and be enforceable by the Developer, its designated successors and assigns, or by any Owner and his respective heirs, successors and assigns for a term of twenty years from the date this Declaration is recorded, after which time said Protective Covenants shall automatically be extended for successive periods of ten (10) years, unless an agreement, which has been signed by Owners who own two-thirds (2/3) or more of the then existing Lots of the Property, agreeing to terminate or modify this Declaration has been recorded in the Office of the Judge of Probate of Shelby County, Alabama.

5.02 ENFORCEMENT: Enforcement shall be through any appropriate proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages.

5.03 SEVERABILITY: Invalidations of any 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.

5.04 GOVERNING LAW: Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws

of the State of Alabama.

5.05 CAPTIONS: The captions and title of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of the Declaration.

5.06 USAGE: Whenever used herein the singular shall include the plural and the singular and the use of any gender shall include all genders.

5.07 LANDSCAPING OF ENTRANCE TO SUBDIVISION: The Developer agrees to install and maintain the shrubbery and landscaping at the entrance to the subdivision at or near the brick entranceway. Said developer shall continue to maintain this landscaping for a period of twelve (12) months from the recording of the subdivision plat, at its expense. The developer shall have no responsibility beyond said twelve (12) months period for such landscaping, or for the maintenance of the wall and entrance.

5.08 AMENDMENT OR CANCELLATION BY DEVELOPER: The developer reserves the right to unilaterally amend, cancel, change, delete and/or grant a variance for any of the restrictions and limitations contained in this Declaration.


5.09 EFFECTIVE DATE: This Declaration shall become effective upon its recordation in the Office of the Judge of Probate of Shelby County, Alabama.

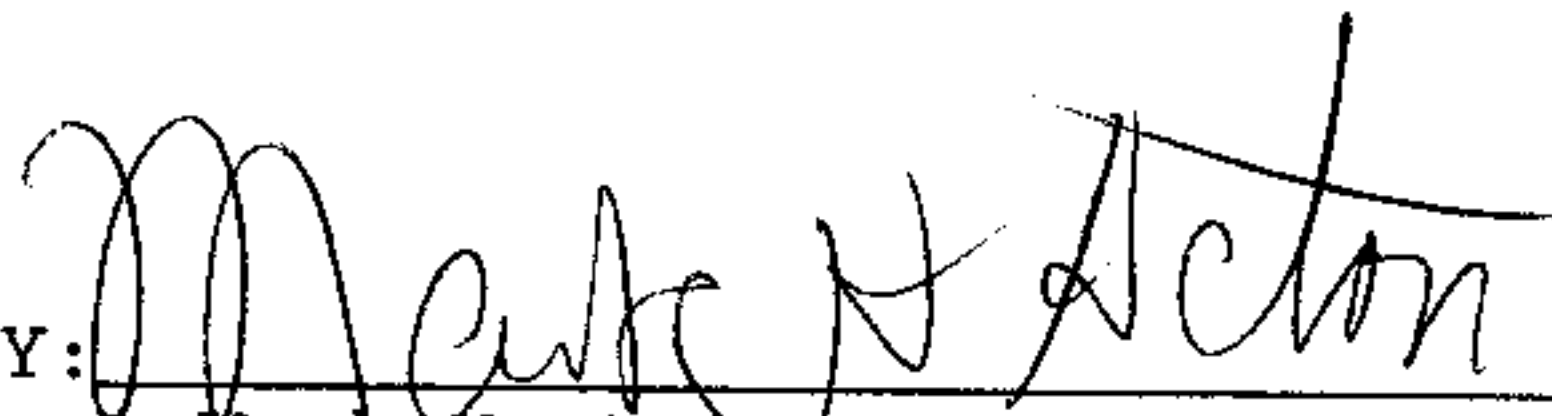
IN WITNESS WHEREOF, the have duly executed this Declaration as of the date first written above.

DEVELOPER:

SUMMER PLACE LAND DEVELOPERS, INC.
an Alabama Corporation

ATTEST:


Donald M. Acton
Its Secretary

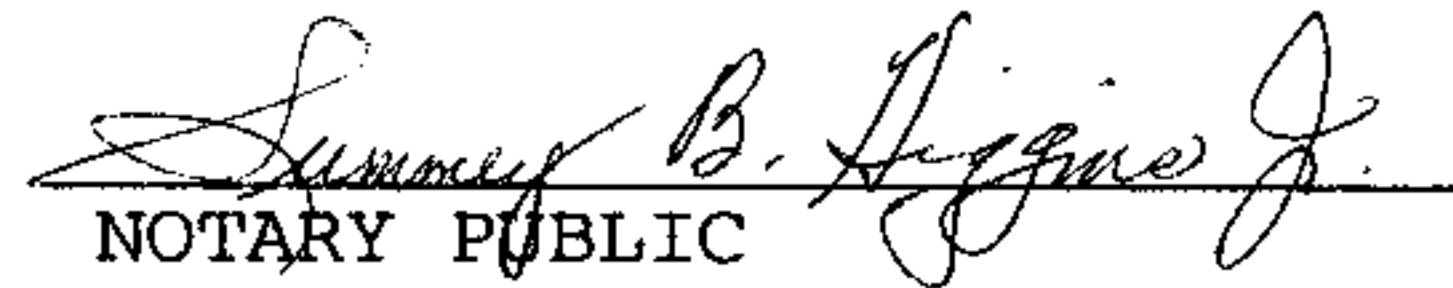
BY: 
Mark H. Acton
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Mark H. Acton, whose name as President and attested to by Donald M. Acton, whose name as Secretary, of Summer Place Land Developers, Inc., an Alabama Corporation, are signed to the foregoing Declaration, and who are known to me, acknowledged before me on this day that, being

informed of the contents of the above and foregoing Declaration of Protective Covenants, they, as such officers, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, on this the 10th day of June, 1993.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.

MY COMMISSION EXPIRES: Mar. 21, 1997.

~~BONDED THRU NOTARY PUBLIC UNDERWRITERS.~~

Inst # 1993-17264

06/14/1993-17264
03:48 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE
008 MCD 24.00