

STATE OF ALABAMA)
COUNTY OF SHELBY)

GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS

GREEN FAMILY ESTATES SURVEY

Recorded in Map Book 17, Page 61

in the Probate Office of Shelby County, Alabama

Inst # 1993-20463

07/14/1993-20463
09:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
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KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, GREEN FAMILY ESTATES SURVEY is a planned residential community,
and

WHEREAS, the ESTATE OF HOWARD GREEN, deceased, is the Owner, (hereinafter referred to as the "Owner"), of all lots in the Survey of said Green Family Estates Survey, a plat of which is recorded in Map Book 17, Page 61, in the Probate Office of Shelby County, Alabama, said plat being made a part hereof by reference thereto; and

WHEREAS, the Owner is desirous of establishing certain general covenants, restrictions, and easements applicable to all lots owned by it in said survey;

NOW, THEREFORE, the Owner does hereby adopt, proclaim, and publish general covenants, restrictions, and easements which shall be applicable to all lots in the said GREEN FAMILY ESTATES SURVEY, and which shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners of said lots (hereinafter referred to as "Lot Owner" or "Lot Owners") in said GREEN FAMILY ESTATES SURVEY (hereinafter referred to as the "Property"), and Owner hereby declares that all of said lots shall be owned, sold, transferred, conveyed, and occupied subject to all of the General Covenants, Restrictions, and Easements herein set forth, said General Covenants, Restrictions, and Easements being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use and which are set forth as follows:

1. RESIDENTIAL USE. The Property shall be used for single family residence purposes only and not for any purpose of business or trade, except that certain livestock may be maintained upon said premises, as hereinafter designated.

2. FLOOR AREAS. No single family residence shall be constructed containing less than 1800 square feet of heated and air conditioned interior floor space, exclusive of porches, garages, and carports. For a 1-1/2 story dwelling, or a 2 story dwelling, a minimum of 1,800 square feet is required.

However, it is specifically noted that any real estate within said survey, which lies North of Country Hills Drive shall be required only to have 1,500 square feet of heated floor space, regardless of whether same is built on one or two levels.

M. A. Shearn

3. **SETBACKS.** All single family residences or other authorized structures shall comply with the following setback requirements. No residence or structure shall be constructed closer than:

- (a) Minimum front line setbacks as shown on said recorded plat; and
- (b) 35 feet to any front lot line; and
- (c) Request for variance for items a or b will be presented to the Owner only if aforesaid requirements cannot be met because of the topography of a particular lot.

4. **TEMPORARY STRUCTURES.** Except for the construction and development activities of Owner, no temporary structure of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents. However, outbuildings and auxiliary structures may be allowed, within Owner's discretion.

5. **UTILITIES.** The Lot Owner shall be solely responsible for the cost and expense of the installation of all utilities used on any lot up to the lot line. Owner shall not be responsible for the cost and expense of installing or maintaining any utilities, including underground electrical power, used on any lot.

6. **SEWER.** Lot Owner acknowledges that his/her lot may be served by a septic tank system, which septic tank system shall be installed and maintained at his/her expense. If connection to City sewer is done, Lot Owner shall be responsible for all tap fees, usage fees, or other costs associated therewith.

7. **DRAINAGE.** The Lot Owner shall be responsible for the drainage of all surface waters on the lot so as not to increase the natural drainage across neighboring lots. The Lot Owner shall also be responsible for drainage and silt control during the construction and landscaping of his/her residence. Also, the Lot Owner shall be responsible for maintaining any ditch or swale used for storm water drainage through his/her lot to insure it is never obstructed and that it properly drains at all times.

8. **LOT MAINTENANCE.** Each Lot Owner shall at all times keep and maintain said lot and improvements thereon in a clean, orderly, and attractive condition, maintaining and repairing the residence promptly as conditions may require. All trash, rubbish, garbage, grass, leaves, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal from a lot as soon as is practical, and prior to removal, the same shall be stored on the lot out of sight and in a neat and orderly manner so as not to interfere with the aesthetics, health, or welfare of other Lot Owners. No such material shall be placed or stored on any street or public right of way. No open burning shall be permitted on any lot or any other part of the Property, except that outdoor fireplaces, grills and chimneys may be used provided they are so constructed and equipped with fire screens as to prevent the discharge of any ashes, embers, or other particulate matter, and in compliance with local, state, and federal laws.

9. **SIGHT EASEMENTS.** No fence, wall, tree, shrub, or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having clear, open, and safe scope of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on public right of way. The height of shrubbery near intersections shall not exceed 42 inches.

10. **FENCES, CLOTHES LINES, AND MAILBOXES.** No fence, wall (above the grade of the lot), or hedges may be installed in front of a residence. Only chain-link fences, not to exceed 42 inches in height shall be allowed on the back side of any Lot.

11. **ARCHITECTURAL APPROVAL REQUIRED.** No structure shall be commenced, erected, placed, moved on to or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Owner or by an Architectural Committee appointed by the Owner. Such plans and specifications shall be in such form and shall contain such information as may be required by the Owner or by the Architectural Committee, but in any event shall include: (a) a site plan of the lot showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular lot, including proposed front, rear, and side setbacks and free spaces, if any are proposed, of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and locations of all parking spaces and driveways on the lot; (2) a clearing plan for the particular lot showing the location of sanitary sewer service lines, and such other information required by the Owner or the Architectural Committee; (3) a drainage plan, including a construction drainage plan for silt control; and (4) a plan for landscaping.

12. **PETS.** No animals, birds, or reptiles shall be kept or be possessed on the Property by any Lot Owner, except for commonly accepted household pets. Any such pet shall be kept by any Lot Owner within the limitations of the lot and residence thereon, and no pet shall be permitted to leave said lot or residence without being controlled at all times by the Lot Owner. No kennels will be allowed. However, cattle and/or horses may be maintained upon the premises, at the rate of one head per acre, to the specific exclusion of goats, pigs and sheep.

13. **SIGNS.** No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted anywhere on the Property except as provided herein. The Owner or Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

14. **UTILITY EASEMENTS.** The Owner, or any utility authorized by it, reserves an easement across the back of each lot and side line easements or

other easements as shown on the recorded plat of the Property, for the purpose of constructing, maintaining, and repairing utility lines and equipment and for water mains, storm drains, sanitary sewer lines and other general use facilities; provided, however, that said easement area shall be maintained by the Lot Owner, except for those obligations of public authorities or utility companies.

15. **NUISANCES.** No substance, thing, or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupant of surrounding property. No house trailer, trailer, truck, commercial vehicle, or any other similar item shall be stored in the open on any lot for a period of time in excess of twenty-four (24) hours.

16. **RESTRICTIONS ON ACCESS.** No vehicular access be permitted from any lot to public roads outside the boundaries of the Property except by roads constructed by the Owner or Lot Owner on the Property.

17. **ZONING AND SPECIFIC RESTRICTIONS.** The general covenants, restrictions, and easements herein shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed. In the event of conflict, the most restrictive provision of such laws, rules, regulations, deeds, or the general covenants, restrictions, and easements shall be taken to govern and control.

18. **GRANTEE'S ACCEPTANCE.** The grantee of any lot subject to the coverage of these general covenants, restrictions, and easements, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Owner, Owner's heirs at law, or a subsequent Lot Owner, shall accept such deed or other contract upon and subject to each and all of these general covenants, restrictions, and easements herein contained.

19. **INDEMNITY FOR DAMAGES.** Each and every Lot Owner and future Lot Owner, in accepting a deed or contract for any lot subject to these general covenants, restrictions, and easements, agrees to indemnify and defend Owner against and hold Owner harmless from any damage caused by such Lot Owner, or the contractor, agent or employees of such Lot Owner, to the roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water drainage or storm sewer lines or sanitary sewer lines.

20. **ENFORCEMENT.** In the event of a violation or breach of any of these general covenants, restrictions, and easements or any amendments thereto by a Lot Owner, or family or agent of such Lot Owner, the Lot Owner(s), Owner, its successors and assigns, or any aggrieved party to whose benefit these general covenants, restrictions, and easements inure, shall have the right to proceed at law or in equity to compel the compliance with the terms and conditions hereof, to prevent the violation or breach of said general covenants, restrictions, and easements, to sue for and recover damages, or take all such

courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of the aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief at law or in equity.

Any party to a proceeding who succeeds in enforcing a general covenant, restriction, or easement or enjoining the violation of the same against a Lot Owner may be awarded a reasonable attorney's fee against such violating Lot Owner.

21. **INTERPRETATION BY OWNER.** Owner shall have the right to construe and interpret the provisions hereof, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.

22. **ASSIGNMENT BY OWNER.** In the event that Owner should sell the Property to a third party, Owner shall be empowered to assign its rights hereunder to said third party, and, upon such assignment, said third party shall have all the rights and be subject to all the duties of Owner hereunder.

23. **RULES AND REGULATIONS.** All Lot Owners shall at all times comply with all rules and regulations, orders, laws, ordinances, statutes, and decrees of any governmental or political entity or persons, and any rules and regulations adopted by Owner or its successors, assigns, or designees.

24. **RIGHTS OF OWNER TO MODIFY COVENANTS, RESTRICTIONS, AND EASEMENTS.** The undersigned Owner, its successors or assigns, reserves the right to modify, release, amend, void, transfer, or delegate any and all of the rights, reservations, and restrictions herein set forth, or the right to modify, amend, void, or transfer any one or more of the said herein set forth general covenants, restrictions, and easements on lots in said subdivision.

25. **TITLE.** It is understood and agreed that said general covenants, restrictions, and easements, shall attach to and run with the land for a period of twenty (20) years from July 13, 1993, and at which time the said general covenants, restrictions, and easements shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then majority of the Lot Owners of said subdivision, it is agreed in writing to change said general covenants, restrictions, and easements in whole or in part. Invalidity of any one of these general covenants, restrictions and easements by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

26. The initial Lot Owners (being the lawful heirs of Owner) shall each have the first option to purchase the right, title or interest of any other Lot owner who sells his/her interest therein, for the fair market value thereof, for a period of five (5) years from the date of the execution of this document.

IN WITNESS WHEREOF, the undersigned Marcia G. Wright and Leslie Howard Green, as Co-Administrators of the Estate of Howard Green, deceased, Probate Case No: 30-285, Probate Office, Shelby County, Alabama; Leslie Howard Green; Martin Farrell Green; Melissa Ann Booth; and Lisa Gayle Hill (formerly known as Lisa Gayle Coggins), have caused these presents to be duly executed on this 13th day of July, 1993.

Marcia G. Wright

Marcia G. Wright, as Co-Administrator
of the Estate of Howard Green, deceased

Leslie Howard Green

Leslie Howard Green, as
Co-Administrator of the Estate of
Howard Green, deceased

Leslie Howard Green

Leslie Howard Green

Martin Farrell Green

Martin Farrell Green

Melissa Ann Booth

Melissa Ann Booth

Lisa Gayle Hill

Lisa Gayle Hill

STATE OF ALABAMA)

COUNTY OF SHELBY) Acknowledgment in Representative Capacity

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARCIA G. WRIGHT and LESLIE HOWARD GREEN, Co-Administrators of the Estate of Howard Green, deceased, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day, that, being informed of the contents of this instrument, they, as such Co-Administrators, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of July, 1993.

Ericell K. Damp

Notary Public

My Commission Expires: 5/95

STATE OF ALABAMA)

COUNTY OF SHELBY) General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LESLIE HOWARD GREEN, whose name 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 the instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of July, 1993.

L. Michelle K. Damps

Notary Public

My Commission Expires: 5/95

STATE OF ALABAMA)

COUNTY OF SHELBY) General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MARTIN FARRELL GREEN, whose name 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 the instrument, he, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of July, 1993.

L. Michelle K. Damps

Notary Public

My Commission Expires: 5/95

STATE OF ALABAMA)

COUNTY OF SHELBY) General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that MELISSA ANN BOOTH, whose name 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 the instrument, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of July, 1993.

L. Michelle K. Damps

Notary Public

My Commission Expires: 5/95

STATE OF ALABAMA)

COUNTY OF SHELBY) General Acknowledgment

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that LISA GAYLE HILL, whose name 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 the instrument, she, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 13th day of July, 1993.

L. Michelle K. Damps

Notary Public

My Commission Expires: 5/95

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