

HEATHERWOOD

GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS

for

Heatherwood, Ninth Sector, Phase II  
Recorded in Map Book 19, Page 17,  
in the Probate Office of Shelby County, Alabama.

Inst # 1994-31605

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Heatherwood is a planned residential and golf community; and

WHEREAS, USX Realty Development, a division of U.S. Steel Group, USX Corporation (formerly known as United States Steel Corporation), a Delaware corporation, is the owner and developer, (hereinafter referred to as the "Developer"), of all lots in the Survey of Heatherwood, Ninth Sector, Phase II, a plat of which is recorded in Map Book 19, Page 17, in the Probate Office of Shelby County, Alabama, said plat being made a part hereof by reference thereto (said lots hereinafter collectively referred to as the "Property" or referred to individually as the "Lot"); and

WHEREAS, the Developer is desirous of establishing certain general covenants, restrictions, and easements applicable to the Property.

NOW THEREFORE, the Developer does hereby adopt, proclaim, and publish general covenants, restrictions, and easements which shall be applicable to the Property, 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 the Property, and Developer hereby declares that the Property 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 Property 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.
2. MINIMUM FLOOR AREAS. No single story residence containing less than 2,400 square feet of heated and air conditioned interior floor space (exclusive of porches, garages and carports) shall be constructed on a Lot. For a 1-1/2 story dwelling, the main level must contain a minimum of 2,400 square feet with the remaining 750 square feet in the half-story. A 2-story dwelling, must contain a minimum of 1,300 square feet each on the 1st and 2nd levels. A three walled golf cart storage area must be provided within the areas described above. The minimum size of said storage area must be 6'-0" wide by 10'-0" in length and be equipped with a shelf and electrical outlet (110v) on one of the three walls.
3. SETBACKS. All single family residences or other authorized structures shall comply with the following setback requirements. No residence or structure shall be constructed on a Lot closer than:
  - (a) Minimum front line setbacks as shown on the recorded plat; and
  - (b) Side-line setback on each side of a Lot shall be 15% of the Lot at the building line of the front of the building, except that no more than 25 feet shall be required; and
  - (c) 35 feet to any rear Lot line; and
  - (d) 50 feet from the shoreline of any lake; such shoreline shall be defined as that point at which the water meets the shore when the water is at the spillway elevation of the lake.

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Requests for any variances from the requirements of items a, b, c, or d of this paragraph 3 will be considered by the Developer only if the aforesaid requirements cannot be met because of the topography of a particular Lot.

4. **TEMPORARY STRUCTURES.** Except for the construction and development activities of Developer and a home builder, no temporary structure of any kind shall be used or placed upon a Lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures.

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.

6. **SEWER TREATMENT.** Lot owner acknowledges that although his/her Lot will be served by a septic tank system, installed and maintained at his/her expense, the Developer has been required to install a capped gravity sewer system that may be activated at some time in the future. At such time that the gravity sewer system shall be operational, the Lot owner may be subject to tap fees, usage fees, or other costs directly or indirectly related to the sewer system, which fees shall be paid by Lot owner and Lot owner's successors in title.

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 or the golf course. 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 on the Lot 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 on any Lot located near any intersection 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 on any Lot or adjacent to the golf course, including fairways, tees, or greens, and along the shore line of any lakes. **ABSOLUTELY NO** construction of any kind shall be permitted within 25' of any Lot or Property line adjacent to the golf course without the express written consent of the Developer. Walls and fences on any Lot or Property must be approved in writing prior to installation by the Developer or by the Heatherwood Architectural Committee, its successors or assigns. No clothes lines are permitted. **NO MASONRY ENCLOSED MAILBOXES WILL BE PERMITTED.**

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 Developer or by the Heatherwood Architectural Committee, its successors and assigns. Such plans and specifications shall be in such form and shall contain such information

as may be required by the Developer or by the Heatherwood 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 Developer or the Heatherwood 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 any Lot or the Property by any person owning a Lot, 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 pet owner. No kennels will be allowed.

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 Developer or the Heatherwood Architectural Committee may, in its discretion, adopt, and promulgate rules and regulations relating to signs which may be employed by any Lot owner.

14. **UTILITY EASEMENTS.** Developer, or any utility authorized by it, reserves an easement across the back of each Lot and the side line of each Lot such 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 areas shall be maintained by the Lot owner, except for those obligations assumed by public authorities or utility companies.

15. **WATER-CRAFT.** The use of any water-craft propelled by gasoline motors is prohibited on the lakes within the Property.

16. **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 any other Lot owners. No boat, boat trailer, house trailer, trailer, motor home, truck, commercial vehicle, motorcycle, golf cart, 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. **NO SATELLITE DISHES ARE PERMITTED ON ANY LOT.**

17. **RESTRICTIONS ON ACCESS.** No vehicular access shall be permitted from any Lot to public roads outside the boundaries of the Property except by roads constructed by the Developer on the Property.

18. **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 govern and control.

19. **GOLF COURSE EASEMENT.** Developer hereby grants such easements to permit the doing of every act necessary and proper to the playing of golf on the golf course adjacent to the Lots which are subject to these general covenants, restrictions, and easements. These acts shall include, but not be limited to: retrieval of golf balls, provided such golf balls can be recovered without damaging any flowers, shrubbery, or property on any Lot; the flight of golf balls over and upon such Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf and the operation and maintenance of the golf course; together with all other common and usual activity associated with the game of golf and with all the normal and usual activities associated with the operation of a golf club.

20. **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 Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these general covenants, restrictions, and easements herein contained.

21. **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 Developer against and hold Developer harmless from any damage caused by such Lot owner, or the contractor, agent or employees of such Lot owner, to the golf course, 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.

22. **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, invitee, or agent of such Lot owner, the owners of Lots, Developer, its successors and assigns, or any 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, and to prevent the violation or breach of said general covenants, restrictions, and easements, and to sue for and recover damages, and take all such courses of action at the same time, and 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/her 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 Lot owner.

23. **INTERPRETATION BY DEVELOPER.** Developer 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.

24. **ASSIGNMENT BY DEVELOPER.** In the event that Developer should sell the Property to a third party, Developer 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 Developer hereunder.

25. **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 Developer or its successors, assigns, or designees.

26. **EXCEPTION FOR DEVELOPER.** Paragraphs 1 through 22 shall not apply to Developer during the course of development of the Property.

27. **RIGHTS OF DEVELOPER TO MODIFY COVENANTS, RESTRICTIONS, AND EASEMENTS.** The Developer, 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 and the right to modify, release, amend, void, or transfer any one or more of the said general covenants, restrictions, and easements on any Lot or the Property.

28. TITLE. It is understood and agreed that said general covenants, restrictions, and easements, shall attach to and run with the Lots and Property for a period of twenty (20) years from the date of recording hereof, 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 it is agreed in writing to change said general covenants, restrictions, and easements in whole or in part.

29. SEVERABILITY. Invalidation 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.

IN WITNESS WHEREOF, these General Covenants, Restrictions, and Easements have been executed by Developer on this 19<sup>th</sup> day of October, 1994.

ATTEST:

USX CORPORATION

By: [Signature]  
Assistant Secretary

By: [Signature]  
General Manager-Southeast  
USX Realty Development,  
a Division of U.S. Steel Group,  
USX Corporation

APPROVED:  
AS TO FORM  
LAW DEPT.  
[Signature]

STATE OF ALABAMA)  
COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that T. G. Howard, as General Manager-Southeast, of USX Realty Development, a division of U.S. Steel Group, USX Corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of the instrument, he/she, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand and official seal, this the 19<sup>th</sup> day of October, 1994.

[Signature]  
Notary Public  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Feb. 25, 1997.  
My Commission Expires \_\_\_\_\_

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