

STATE OF ALABAMA

SHELBY COUNTY

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this the 24 day of July 1997 by DAVIS & ALLEN, LLC.

WITNESSETH:

DAVIS & ALLEN, LLC, is the owner of all of the lots located in FAIRVIEW SUBDIVISION, the maps of which are recorded in MAP BOOK 22 PAGE 135 in the office of the Judge of Probate of Shelby County, Alabama, (hereinafter sometimes referred to as the "SUBDIVISION").

The Lots within the Subdivision may sometimes hereinafter be referred to as impose certain covenants and conditions upon the subdivision and the lots therein which shall be binding upon the Subdivision and the lots therein and the subsequent owners and occupants thereof.

NOW THEREFORE, DAVIS & ALLEN LLC hereby covenant and declare that the Subdivision and the lots located therein shall from henceforth be subject to the declarations, covenants, restrictions and conditions as follows:

1. Residential use

(a) With respect to each lot located in the Subdivision, no structure shall be erected, altered, placed or permitted to remain on the Lot other than one (1) detached single-family dwelling, not to exceed two and one half (2 1/2) stories in height, and a private garage for not more than two (2) cars. Special permission may be granted by the Architectural Control Committee (as same is established elsewhere in this instrument) for the construction of an upstairs or downstairs, non-rental, apartment in an owner-occupied dwelling. No Modular Home is allowed.

2. ARCHITECTURAL CONTROL COMMITTEE.

DAVIS & ALLEN LLC hereby establish an Architectural Control Committee (hereinafter referred to as the "committee"). The Committee shall be initially composed of three (3) members, each of whom shall be appointed by the Owners. The membership of the Committee shall be controlled by the owners until the expiration of one (1) year after the date on which the owners have conveyed all of the Lots within the Subdivision or until such earlier time as the Owners might elect in writing. Until said time, any member of the Committee may be removed and replaced at the discretion of the owners. Subsequent to said time, the membership of the committee shall be determined by the owners of a majority of the Lots in the Subdivision, each lot to carry one (1) vote. Provided, that subsequent to the termination of control thereof by the owners pursuant to the terms of this paragraph, the Architectural Control Committee shall remain inactive and shall have no force or authority until such time as the owners of Lots in the Subdivision shall elect new members to the Committee. Such election shall be effectuated by a written instrument executed by the then-owners of record of a majority of the votes cast by lot owners in the Subdivision, which shall be recorded with the Office of the Judge of Probate of Shelby County, Alabama. At all times, at least one of the three (3) members of the Architectural Control Committee shall be an owner of a Lot in Section One of the Subdivision.

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3. Approval of Plans and Specifications.

No improvement, including residential dwellings, fencing, carports, or garages shall be constructed or altered in any manner on any Lot within the Subdivision until the architectural design, building plans, specifications, and plot plan showing the location of all improvements on the Lot shall have been submitted to and approved by the Committee in writing. Upon the completion of the construction of any such improvements, the exterior appearance of same may not be altered, whether by change in color, size, or otherwise, until any such alteration has been approved by the Committee. Any requests for approval pursuant to this paragraph shall be submitted to representative designated by the Committee. Such requests shall be in writing and shall include the building plans, specification, plot plan, architectural rendering, and such other information as the Committee might require, together with the name and address of the maker of the request and the legal description of the Lot affected by the request. The Committee shall, within thirty (30) days thereafter, meet to consider the request and give its response thereto. Any such request not approved or disapproved in written by the Committee within thirty (30) days after the submission of same to the Committee shall be deemed approved. A request shall be deemed to have been made upon delivery of the same in writing to the Committee's designated, representative together with the information required under the paragraph. Any approval or disapproval by the Committee shall be deemed to have been delivered to the requesting party upon same having been either delivered in person to the requesting party or deposited in the United States mail addressed to the requesting party at the address given in the request.

All decisions of the Committee with respect to approvals or disapproval's under this paragraph shall be made by the majority vote of those in attendance at a duly called meeting. In considering the approval or disapproval of any proposals submitted the Committee, the Committee shall be entitled to consider the architectural design and aesthetics of the proposal and the conformity and harmony thereof with any existing or planned structures in the Subdivision, together with the location of the proposed improvements with respect to the topography of the Lot and finished ground elevation. The Committee shall not be required to approve any particular architectural design nor shall the Committee be found to limit the architectural design of any improvement which the Committee might determine to approve based upon any prior approvals or disapproval's made by the committee.

If the construction of improvements on any Lot in the Subdivision is commenced and if no suit is filed to enjoin the erection of such improvements or if alterations to existing improvements are commenced and no suit is filed to enjoin the making of such alterations prior to the completion of any improvements or alterations, the approvals required pursuant to this paragraph shall be deemed to have been given, provided that the improvements and the alterations thereto are otherwise in conformity with all of the other terms, restrictions, and conditions as set forth in this instrument.

Neither the members of the Committee nor any designated representatives thereof shall be entitled to any compensation for their services as members of the Committee pursuant to this covenant.

4. Underground Utilities.

There shall not be erected on or across and portion of the Subdivision any overhead wires, poles, or overhead facilities of any kind for electrical, television, cable television, or any other utility service (except such poles and overhead facilities may be required at those places where distribution facilities enter and leave the Subdivision). The owners of any Lots located within the Subdivision shall not erect any such above ground utility facilities nor shall they grant to any person, firm, or corporation the right, license, or privilege to erect any above ground

utility facilities. Nothing in this paragraph shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables.

5. Building Line Restriction.

Any portion of any building erected shall not be located nearer to the front Lot line than 25' nor nearer to the side lot line 7.5 nor the rear Lot line that 25'.

6. Size of Dwelling.

(a) Each dwelling located on any Lot must have at least 1200 sq. ft of living area.

(b) Subject to the applicable provisions of the zoning ordinances of the City of Montevallo, Alabama, special permission may be granted by the Committee, as same is established elsewhere in this instrument to deviate from the area limitations described in this paragraph.

7. Subdivision.

There shall be no further or additional lots created by subdivision or otherwise within the Subdivision. The lot lines between Lots, however, may be moved and relocated by resubdivision for the purpose of increasing and decreasing the size of adjacent Lots; provided, that there shall be no additional building plots created by and such further subdivision.

8. No temporary Structures.

No trailer, tent, shack, or barn may be erected in the Subdivision or any time used as a residence on either a temporary or permanent basis. All other permanently detached structures must be approved by the Committee.

9. No Livestock

No farm animals shall be kept or maintained on any Lot, and not more than two (2) domestic pets, except tropical or subtropical fish, may be kept or maintained on any Lot.

10. Signs.

No signs shall be permitted on any Lot except "For Sale" or "For Rent" signs which shall not be more than twenty-four (24) inches by thirty (30) inches and except for such signs as owners might deem appropriate during the period of the construction of improvements upon and the marketing of the Lots.

11. Fences.

Fences may be constructed; however, prior to commencement of such construction, a plan detailing the design and location of the fences must be submitted to and approved by the Committee. The Committee shall, within thirty (30) days thereafter, meet to consider the request and give the response thereto. Any such request not approved or disapproved in writing by the Committee within thirty (30) days after the submission of same to the Committee shall be deemed approved. No boundary wall shall be constructed with a height of more than four feet and no boundary line hedge or shrubbery shall be permitted with a height of more than four feet.

12. No Dumping Ground.

There shall be permitted no dumping of garbage, trash, or sewage on any Lot in the Subdivision or in the storm drains within the Subdivision. Trash, garbage, rubbish, or other waste must be kept only in sanitary containers. All equipment for the storage or disposal of any such material shall be kept in a clean and sanitary condition. The use of all or any portion of any Lot within the Subdivision for the outside storage of materials shall be prohibited, except as may be deemed appropriate by owners in connection with construction of any improvement upon any of the Lots.

13. Easements.

Easements affecting the Subdivision are hereby reserved, as shown on the map of the Subdivision, as same is recorded in the Office of the Judge of Probate of Shelby County, Alabama, for the installation and maintenance of sanitary sewers, storm sewers, underground electric, telephone conduits and wires, cable TV conduits and wires, water mains, or any other utility easement that owner might deem appropriate.

14. Nuisances.

No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done on any lot which may be or become an annoyance or nuisance to the owners and occupants of any Lot in the Subdivision.

15. Amendment.

Anything contained herein to the contrary notwithstanding, owner reserves the sole and exclusive right to modify, release, or amend all of the covenants, resurrections, and conditions contained herein until such time as it has sold all of the Lots located within the Subdivision. Subsequent to the conveyance of all of the Lots within the Subdivision by owner, the provisions of this instrument may be modified and amended by a vote of the owners of at least two-thirds (2/3) of the Lots within the Subdivision, each Lot to carry one (1) vote. Any such modification or amendment must be in writing and filed for record with the Office of the Judge of Probate of Shelby County, Alabama. Without in any manner limiting any of the foregoing provisions of this paragraph, owner hereby reserves unto itself and shall have the right to, at any time at the sole discretion of owner, provided that owner is the owner of one (1) or more Lots, within the Subdivision, remove, amend, void, and declare of no further effect any restriction contained in this instrument. By the acceptance of a deed conveying title to any Lot within the Subdivision, any grantee thereunder shall be deemed to acknowledge the rights of owner pursuant to this instrument and, more particularly, this paragraph and shall be deemed to have consented to any action which might be taken by owner pursuant to this paragraph.

16. Rights Reserved by Owner.

Any provisions herein to the contrary notwithstanding, owner shall have the right to construct, install, and maintain on any Lot owned by owner a temporary sales and construction structure (and overhead utilities) which may be maintained and used only during the period of construction of improvements by owner on any one or more Lots within the Subdivision. Nothing in this instrument shall be interpreted to prevent owner from displaying " For Sale" signs and conducting such other activity on or about any portion of the Subdivision owned by owner as are reasonably necessary to promote and facilitate the sale of Lots within the Subdivision by owner and to enable owner to complete the construction of dwellings and other permitted improvements upon any Lot. The rights herein reserved by owner shall include but not be limited to the rights to cross any roads and any areas dedicated or otherwise shown on the

recorded plot of the Subdivision for utilities and other such public used in the furtherance of the improvement of Lots within the Subdivision and the marketing thereof.

Owner reserves the right to create easements across, under, over, about and through each Lot as necessary for utilities to serve any on or more other Lots in the subdivision.

Owner shall have the right to assign to others its rights, power, privileges, title and interests associated in any manner with the subdivision.

17. Binding effect and Term.

The covenants and conditions herein contained shall run with the land described in the instrument and shall be binding on all parties, persons, and entities claiming under owner, or its successors or assigns, until the 1st day of February, 2011, at which time same shall be automatically extended for successive periods of ten (10) years unless, prior to the beginning of any such successive period, an instrument signed by the then owners of a majority of the Lots within the Subdivision has been recorded with the Office of the Judge of Probate of Shelby County, Alabama, agreeing to a change in the covenants and conditions herein contained, in whole or in part.

18. Enforcement

Enforcement of the provisions of this instrument may be by the Committee or by the provisions of this instrument may be by the Committee or by the owner of any Lot located within the Subdivision by the filing of proceedings at law or in equity against any person, persons, firm, or other entity violating or attempting to violate same. Any party so enforcing these covenants shall be entitled to equitable relief, the recovery of damages resulting from any such violation, and a reasonable attorney's fee.

19. Invalidation.

The invalidation of any of the covenants or conditions herein contained, or any part of portion thereof, by and court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. No Reverter.

No restrictions or provisions herein is intended to be nor shall same be construed to be a condition subsequent or as creating any possibility of a reverter.

21. General Requirements.

(a) It shall be the responsibility of each Lot owner (which, together with their respective heirs, executors, personal representatives, successors and assigns, its hereinafter individually referred to as and "Owner" and collectively as the "Owners") to prevent the development from any unclean, unsightly or unkept conditions of any dwelling or grounds on such Owner's Lot which may tend to decrease the beauty of the specific area or of the neighborhood as a whole.

(b) No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part or any lot or the development, including vacant Lots or Common Area. Developer, for itself and the Association, reserves the right (after ten (10) days prior written notice to an Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse therefrom which, in the sole opinion of either Developer or the Association,

detracts from the overall beauty and safety in the Development and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provide.

(c) No animals, livestock, or poultry of any kind shall be raised, breed or kept on any Lot, except that dogs and/or cats (not to exceed two (2) in number), other household pets, or maintained for any commercial purpose, subject to appropriate zoning ordinances.

(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 or the other Owners.

(e) No trash or garbage or other refuse shall be dumped, stored or accumulated on any Lot or Common Area. 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 Architect Control Committee as not to be visible from any road or within sight distance of any other Lot an anytime except during refuse collection. No outside burning or wood leaves, trash, garbage or household refuse shall be permitted, except during the construction of a swelling on such Lot, or with approval of or by the Fire Department having jurisdiction over the Development.

(f) No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling.

(g) No satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless they are placed to the rear of the house.

(h) No regular parking of vehicles on streets, but visitors parking is allowed.

(I) Mail boxes are to be consistent throughout subdivision and subject to approval by the Architectural Control Committee.

IN WITNESS WHEREOF, the said Owners have hereunto set their signatures and seals this 24 day of July, 1997.

DAVIS & ALLEN PROPERTIES, LLC

BY: Mike Davis
Mike Davis

Jeff Davis
Jeff Davis

B. G. Allen
Inst # 1997-23159

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