

STATE OF ALABAMA)
COUNTY OF SHELBY)

**DECLARATION OF PROTECTIVE COVENANTS
FOR
BRANCH LAKE ESTATES**

KNOW ALL MEN BY THESE PRESENTS, THAT:

Whereas, the undersigned, CORNERSTONE BUILDING COMPANY, INC., is the owner of all the lots in BRANCH LAKE ESTATES.

Whereas, the undersigned CORNERSTONE BUILDING COMPANY, INC., herein after referred to as "OWNER" is desirous of establishing restrictions and limitations applicable to all lots owned by them in said subdivision, subdivision is recorded in MAP BOOK 25, PAGE 148, OFFICE of the JUDGE of PROBATE of SHELBY COUNTY, ALABAMA

Now, therefore, the undersigned CORNERSTONE BUILDING COMPANY, INC., does hereby adopt the following restrictions and limitations which are as follows:

**ARTICLE I
PURPOSE**

For interpreting and applying these protective covenants, their purpose shall be deemed to be to allow the purchasers of lots in Branch Lake Estates to enjoy the pleasures and benefits of a rural lifestyle with minimum restrictions while simultaneously imposing reasonable requirements and controls on construction, maintenance and other activities within the subdivision in order to provide for the safety of the purchasers and to preserve the beauty and value of their property.

**ARTICLE II
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

- A. That said property shall be used for residence and non-commercial recreational and agricultural purposes only and not for any purpose of business or trade.
- B. Any residence constructed shall be a one family dwelling.
- C. A secondary residence may be constructed to be a guesthouse on any lot but only one such guesthouse per lot. If a guesthouse is built, the guesthouse may not be sold separately from the sale of the main dwelling.
- D. No main dwelling shall be erected in said Branch Lake Estates unless the following listed minimum square footage requirements are complied with (exclusive of porches or garages).
- E. One story structure, 2400 square feet of finished and heated living area.

- F. One and one-half (1 1/2) story structure, a minimum of 1750 square feet on the first floor and a minimum of 650 square feet on the second level.
- G. Two (2) story structure, a minimum of 1400 square feet on each floor.
- H. A secondary residence such as a guesthouse will have minimum square footage of 1200 in one level, 1800 square feet in 1 1/2 story, 1000 square feet on each level of a two story.
- I. No trailer or other temporary residence shall be maintained on any lot except that a permanent barn, equipped with a septic system and approved by the Architectural Control Committee (ACC) (see Article III) may contain guest quarters and be used indefinitely as a part-time basis and may be used for up to a maximum of two (years) as a temporarily full-time residence while a permanent residence is being built. The Architectural Control Committee will have to approve this in writing. When using a barn as a temporary or part-time residence or guesthouse quarters, the lot owner shall be knowledgeable of and fully comply with all relevant requirements of the Shelby County Health Department. Guest quarters in a permanent barn may be in addition to the guesthouse allowed in paragraph C.
- J. A barn or stable for horses and/or storage of boats, lawn equipment, etc. and/or for guest quarters may be constructed and must be approved in writing by the Architectural Control Committee. The ACC must be given a construction plan and must show the location of the structure on the lot.
- K. Fences may be erected with approval of the Architectural Control Committee. No razor wire or barbed wire fencing will be allowed. Chain link, wire or metal fencing (other than wrought iron) may not be used in view of roads or in the lake buffer area specified in Article V. Use of chain link, wire or metal fencing in other areas must be approved in writing to the ACC. Privacy type fencing may not be erected in front of a dwelling, in the lake buffer area specified in Article V, or closer to the road than the minimum setback distance of seventy-five (75) feet.
- L. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings.
- M. No animals will be allowed except for dogs, cats, pet birds, limited to a per lot aggregate of four (4) and no breeding of any animals for commercial purposes shall be permitted. Notwithstanding the foregoing, a maximum of six (6) horses may be allowed per lot. Pets shall not create a nuisance to surrounding lot owners nor be vicious in nature. It shall be within the authority of the ACC to determine what constitutes a nuisance, disturbance or vicious in nature.

N. No commercial vehicles may be stored or maintained on any lot. A motor home, travel home, recreational vehicle, camper, or boat may be stored out of view from the street and other lots (but in no case in front of the house) or may be stored in the barn if one is constructed. Outdoor storage of abandoned or inoperable motor homes, travel home, recreational vehicle, camper or boat shall not be allowed. Boats used in development lakes may be kept at the lake.

O. No more than four (4) cars shall be regularly maintained outside at any single lot.

P. No exterior radio, television antennas, or satellite dishes shall be permitted in front of a dwelling or if they are visible from the street, approval of Architectural Control Committee is needed.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee shall consist of Summey Higgins and Don Acton. The majority of the committee may designate a representative to act for it in the event of death or resignation of any member of the committee. Remaining members shall have full authority to designate a successor.

B. No buildings or outbuildings of any type, no dock, pier, gazebo or fence shall be erected, placed or altered on any lot until the construction plans and the specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee as to the quality and workmanship and materials, harmony of external design with existing temporary and finish grade elevation. Outbuildings with an industrial or commercial appearance will not be allowed.

C. One set of prints of the drawings (herein referred to as "plans") for each house or other structure (such as a barn or stable) proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the committee. The plans submitted to the committee shall be retained by the committee. Said plans should be delivered to the office of Cornerstone Properties Real Estate, Inc.

D. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fail to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

- E. When the developer has sold all the lots in Branch Lakes Estates, the ACC will be comprised of three (3) individuals who are lot owners who are elected by a majority of the fee simple owners of the lots within the property and at such time the affirmative vote of a majority of the members of the committee shall be required in order to issue any permit and authorization set forth herein.

ARTICLE IV SEPTIC TANKS

- A. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining lot, property line or road. Field lines must be laid so that they are seventy-five (75) feet from the lake shore line, and fifty (50) feet from any stream flowing into the lake.

ARTICLE V LAKES

A. Private use

There are three (3) lakes within the property as shown on the survey. Each lot is a lake lot. Each lake lot owner will use the lake that their lot touches. The lakeshore of each lot owner is for their exclusive use; however, the owners of a lake lot shall be entitled to use the entire surface of the lake benefitting such lot. No lake lot owner shall allow guests or invites the use of the lake unless such lot owner is present at the time of such use. With the approval of the ACC, lot owners may construct additional lakes for their exclusive use. Such lakes shall not be subject to the provisions of this paragraph.

B. Restrictions

1. No boathouses will be constructed on the lakes.
2. Boats and other machinery. Under no circumstances shall the following be permitted access to the lake.
 - a. Boats in excess of 14 feet.
 - b. Sailboats of any size.
 - c. Boats or other machinery operated by gasoline powered motors.
 - d. Boats or other machinery traveling at speeds in excess of 15 miles per hour.
 - e. Only boats or machinery operated by means of oars, paddles, or by electric motors shall be permitted in the lake.
3. No lot owner shall make such use of the water in the lakes so as to cause the lake water to diminish below natural state.

4. Each lake lot owner shall carry liability insurance in an amount of no less than \$ 500,000 specifically covering causality and liabilities which may result from the existence or use of the lake.
5. Piers and or docks shall be constructed in accordance with the following criteria:
 - a. Any such structure shall not extend beyond twelve (12) feet from the lake bank.
 - b. The highest point permitted for the floor of such structure shall be two (2) feet above the average water level of the lake.
 - c. Only one dock or pier per lot shall be permitted.
 - d. These must be approved by the ACC.
 - e. Each lake lot owner shall maintain and supervise a thirty- five (35) foot buffer zone from the edge of the lake into such lot to enhance beauty of the lakes and prohibit unsightly encroachments.
 - f. The lakes shall be maintained by the appropriate lake lot owners. No lake lot owner shall permit nor cause any discharge into the lakes.
 - g. The aspects of this declaration relative to the lakes as set forth in this article are not subject to termination as herein after set out without the affirmative vote of all of the lake lot owners.
 - h. Pesticides and other chemicals. The owner shall not use or suffer the use of any pesticides or other toxic, hazardous or harmful chemicals for any purpose whatsoever in twenty (20) feet of the lake. Any such chemicals used as applied more than twenty (20) feet of the lake shall be used or applied as to prevent the spread or dissemination of such chemicals to the lake. The ACC may provide approval for limited use of herbicides within twenty (20) feet of the lake for control of poison ivy and other nuisance undergrowth.
 - I. Maintenance of lake. Each owner shall be responsible for the maintenance and up keep of that portion of the bank of the lake which is included in such owners property. The bank of the lake shall be maintained in a reasonable manner at the sole cost and expense of the owner who owns such portion of the lake bank. Such general maintenance shall include. At a minimum mowing grass, trimming hedges and shrubbery, cutting weeds and removing all trash. No owner, family member or guest shall permit trash or debris to be placed or to remain in the lake or along the lake bank, nor shall any owner permit sewage or other waste to be discharged into the lake. Maintenance needed to ensure structural integrity of the dam, including keeping the dam clear of trees and burrowing animals and correcting any dam seepage, erosion or degradation of road crossing over the dam, shall be promptly carried out when required and all owners sharing a lake shall share in the cost of the maintenance or repair. Each lot owner's share of the cost will be calculated based on each lot owner of lots fronting on the lake, including lots still held by the developer, paying an equal share for each lot owned.
 - J. Vector control. The ACC may engage a firm for the purpose of controlling mosquitoes on the property. In the event of such elections, each owner of a lot

within the property shall bear his or her prorata share of the periodic costs of the service.

ARTICLE VI ENTRANCES

A. Entrance maintenance and lighting. The developer may elect to construct streetlights and landscaping at the entrance to Branch Lake Estates. The developer will be responsible for above costs until all lots are sold. At this time the above expenses become those of the lot owners. The annual maintenance fees paid by the lot owners in ARTICLE IX will be used to pay the above expenses.

ARTICLE VII ROADS AND DRIVEWAYS

- A.** Roads in Branch Lake Estates are private roads.
- B.** For the safety of development residents, a speed limit of 25 miles per hour shall be posted and observed by all lot owners and their guests on all roads and driveways located on access easements.
- C.** Road easements. Lot owners are responsible for maintaining road easement in a reasonable manner. At a minimum, mowing grass, cutting weeds and undergrowth and removing all trash.
- D.** The cost of maintenance of the entrance road and of that portion of developer installed driveways which cross lake dams, beginning at the entrance road and ending at the far end of the dam will be the responsibility of the developer until all lots are sold. Once the seal coating has been applied, the cost of road maintenance will be the responsibility of lot owners. The developer will put one thousand dollars (\$1000.00) each time a lot is sold in the fee account named in Article IX. This will help to provide funds to pay for road maintenance when that need occurs.
- E.** In the event any lot owner fails to pay within sixty (60) days the charges assessed by the ACC under this paragraph, a lien shall be established on the lot of such defaulting owner which may be foreclosed as mortgages are foreclosed (with power of sale) in the state of Alabama.
- F.** Delinquent sums shall bear interest at the rate of 1.5% per month and such delinquent lot owner shall also pay all costs of collection including a reasonable attorneys fee.
- G.** Driveways. All driveways servicing any lot shall be concrete or asphalt for at least one hundred (100) feet from the road servicing each lot. A road from the primary dwelling to the barn or stable may be made.

ARTICLE VIII GENERAL REQUIREMENTS

- A. Outside air conditioning units may not be visible from the street. No window units or through-the-wall units shall be allowed.
- B. Swimming pools must be approved by the ACC. No swimming pool shall be allowed unless it can be determined that draining of the pool can be accomplished without adversely impacting adjoining lots or subdivision lakes. Swimming pools may not be visible from the street.
- C. No treehouses can be built within view of the street or lakes without written approval of the ACC.
- D. All basketball goals shall be attached to a goal post and no goals may be attached to the dwelling.
- E. All yards must be landscaped so as to blend harmoniously with the dwellings and lots in the subdivision. Seeding or sprigging allowed in pastures but not in front yard. All natural areas around homes and along roads must be regularly and attractively maintained.
- F. It is the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions or grounds which shall tend to decrease the beauty of the neighborhood as a whole.
- G. Lot owners shall use commercial garbage and trash disposal services and shall not burn, bury or otherwise dispose of garbage or trash on the property.
- H. All dwellings must contain wooden or vinyl window frames. Aluminum window frames are prohibited.
- I. The pitch of the roof on the dwelling must be at least 6 in 12 or more.
- J. Mailboxes will be furnished by the builder.
- K. No wooden front stoops shall be permitted. All front stoops must be brick or masonry.
- L. No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or to the neighborhood.
- M. No hunting shall be allowed on the property. No discharge of firearms shall be allowed except for killing snakes or target shooting, supervised by an adult lot owner and conducted in such a fashion as to ensure that no bullets travel on to adjacent lots, roads or access easements.
- N. No use of fireworks shall be allowed on the property unless the activity is supervised by an adult lot owner. Use of fireworks shall not be allowed at anytime during dry or drought conditions when risk of fire is present.
- O. No lumber, metals, bulk or scrap materials shall be stored or allowed to accumulate on any lot, except those materials used during the construction of an approved structure or improvement.
- P. 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 the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
- Q. No clear cutting of timber shall be allowed except after approval by the ACC of a written request specifying the area(s) to be cut.
- R. No building shall be located on any lot nearer than seventy-five (75) feet to the front lot line. No building shall be located nearer than thirty (30) feet to the interior lot line. For

the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

- S. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easements.
- T. No oil drilling, oil development, operations, 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.
- U. The restrictions 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 or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.
- V. Any person purchasing a lot or lots in the referenced subdivision shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee.
- W. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of twenty-five (25) years from date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten (10) years, unless by vote of a majority of a two-thirds ($\frac{2}{3}$) then owners of the lots, each owner casting one vote for each lot owned, it is agreed in writing to change said restrictions in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.
- X. Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said set forth restrictions on lots, and lakes belonging to them subject to the written approval of $\frac{2}{3}$ of the owners of lots not owned by them.

**ARTICLE IX
ANNUAL FEES**

Each lot owner will pay an annual maintenance fee of \$300.00 at the time lot is purchased. This money to be held in escrow in an interest bearing account until spent. The annual fee of \$300.00 will be due January of each year. This money will be for maintaining the roads, entrance lighting, maintenance of entrance and of dam. Collection of these fees will be administered by the ACC.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions that shall remain in full force and affect.

IN WITNESS WHEREOF, the said Cornerstone Building Company, Inc., has here-unto set its signature by Donald M. Acton, President, who is duly authorized, and has caused the same to be attested by it's Secretary on this the 12th day of July 1999.

ATTEST:

CORNERSTONE BUILDING COMPANY, INC.

Muriel L. Peterson

Donald M. Acton

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that Donald M. Acton whose name as Cornerstone Building Company, Inc., a corporation, is signed to the foregoing document, and who is known to me on this day that, being informed of the contents of the document, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12th day of July 1999.

Summy B. Higgins Jr.
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar. 21, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.