

THE STATE OF ALABAMA  
SHELBY COUNTY

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,  
EASEMENTS AND AGREEMENTS FOR AMMERSEE LAKES

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Bagley Properties, L.L.C. ("Developer") is the fee simple titleholder of certain real property located and situated in the City of Montevallo, Shelby County, Alabama, and Developer has subdivided said property into 43 lots ("Lots") as shown and described on the Map and Survey of the Ammersee Lakes Subdivision, First Sector, as recorded in Map Book 28, Page 28A+B in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, Developer desires to develop the property into a residential subdivision to be known as Ammersee Lakes, First Sector, and Developer desires to make the Property subject to the protective covenants, restrictions, easements and agreements for the Property ("Declaration"); and,

WHEREAS, Ammersee Lakes, First Sector shall consist of two (2) subsections to be known as Ammersee Lakes, Division 1 and Ammersee Lakes, Division 2 (a/k/a Moores Spring Lake); and,

WHEREAS, Ammersee Lakes, Division 1, shall consist of Lots 1-23 and 56-71 as shown on said Map and Survey of Ammersee Lakes Subdivision; and,

WHEREAS, Ammersee Lakes, Division 2 (a/k/a Moores Spring Lake) shall consist of Lots 1A, 2A, 46A and 47A as shown on said Map and Survey of Ammersee Lakes Subdivision; and,

WHEREAS, the Developer proposes to develop at a later date Sector Two and Sector Three, which said Sectors Two and Three shall be restricted by identical covenants, restrictions, limitations, and easements contained herein.

NOW, THEREFORE, the Developer does upon the recording of this Declaration declare and make the Property and each of the Lots included in the Property subject to the covenants, easements, restrictions, conditions, uses, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner, and all of which shall run with the land and shall be binding upon all parties having or acquiring right, title, or interest in the Property, and shall inure to the benefit of and shall be binding upon each successor in interest and to the owners thereof.

07/16/2001-29304  
09:14 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
013 CH 47.00

Inst # 2001-29304

## ARTICLE I

### Land Use and Building Type

1. All lots shall be used for single-family detached residential purposes exclusively. No lot shall be subdivided or resubdivided without prior written approval of Developer.

## ARTICLE II

### Building Requirements

1. No structures shall be constructed, erected, altered, placed or permitted to remain on any lot other than one single-family detached dwelling not to exceed 1 1/2 stories or 28 feet in height, with a two car attached garage.

2. No mobile homes, trailers, modular homes, manufactured homes or pre-fabricated homes may be constructed, placed or used on any lot within the subdivision. Anything to the contrary notwithstanding contained in this paragraph,

3. There shall be no outbuilding on any lot within the subdivision without the written approval of the Developer and the written consent of the Architectural Review Committee ("ARC"). Except buildings built by Developer in Common Areas.

4. No lot shall be used for any commercial or institutional purpose and there shall be no signs on any lot other than "For Sale" signs with dimensions of not more than 1 1/2 feet by 1 foot. All signs must have the prior written approval of the Developer.

5. No automobiles, trucks, or other vehicles shall be parked or remain on the curb overnight on any lot or in the common area.

6. The lots shall be at all times maintained in a neat, clean and orderly appearance. No trash or other debris shall be allowed to collect on any lot within the subdivision or in the common area.

7. There shall be no domestic animals on any lot at any time other than dogs, cats and small birds.

8. There shall be no farming, breeding or other commercial activity on any lot within the subdivision or in the common area.

9. There shall be no drilling on any lot in the subdivision or in the common area.

10. There shall be no change or alteration in the subdivision map without the prior written approval of Developer.

11. Developer reserves the right to extend a road or roads within the subdivision to adjoining property in the event the Developer should hereafter acquire adjacent and contiguous property.

12. There shall be no motorized vehicles within the common areas or lakes except for maintenance and repair.

A. Boats of any kind may not have any motors and may not be more than 22 feet long.

B. Boats, while not in use, may protrude into the lake no more than 10 feet from the shore.

13. There shall be no curb cuts at any time unless same are approved in writing by the Developer or the ARC.

14. Construction shall commence within one year after any lot is purchased and construction must be completed within two years after the acquisition date of any lot.

15. All air conditioning compressors shall be placed only in the rear, back, or side of all buildings within the subdivision.

16. There shall be no fences other than wooden fences and such fences shall not be erected in the front yard of any residence and no fence shall be permitted which blocks or interferes with the view or line of sight of any residence from the road. All fences must be approved in writing by the Developer or ARC.

17. No decks shall be constructed or placed beyond the setback lines except decks on lots which are contiguous to the lake.

18. Docks and piers on the lake lots shall not protrude into the lake beyond the engineered shoreline of the lake. Docks are not to be built within 10 feet of side lot line setbacks.

A. One dock on lake may be built in common area per lot, directly behind said lot. The owner of this lot shall be responsible for the maintenance of his dock. All docks shall be no more than 16 feet wide and 16 feet long.

19. No shrubs or hedges shall be permitted on any lot which blocks or interferes with the sight of any residence from the road. No shrubs or hedges shall be permitted along the side lot line of any lot from the front set back line to the road.



20. Each residence constructed on any lot shall be provided with ten shrubs and sodded with Bermuda or Zoysia grass on the front and side of each residence and sodded or hayed in the rear.

21. All sidewalks within the subdivision shall be 48" in width and 24" beyond and in back of the curb.

22. The following building restrictions shall apply to Ammersee Lakes, Division 1, Lots 1-23 and Lots 56-71.

A. No residential structure subsequently erected or placed on said Lots shall contain less than one thousand four hundred (1400) square feet of living (heated) area on the main level of a one-story dwelling, exclusive of porches and garages. Any one and one-half (1 1/2) story dwelling must contain a minimum of one thousand six hundred (1600) square feet of living (heated) area, with no less than one thousand (1000) square feet on the main level and no less than six hundred (600) square feet on the second level, exclusive of porches and garages. The Developer reserves and shall have the right to grant reasonable variances so long as the overall square footage meets or exceeds the minimum requirements.

B. The front line of all residential structures must be set back no less than 25 feet from the Lot line. No structure may be placed closer to the side Lot lines than 7.5 feet and no structure may be placed closer to the rear Lot line than 35 feet. The Developer reserves and shall have the right to grant reasonable variances from the setback line requirements. All such variances must be approved in writing.

C. A greenbelt ("Greenbelt") is to be maintained in its natural state for a distance of 40 feet from the rear Lot line of each Lot.

23. The following building restrictions shall apply to Ammersee Lakes, division 2, Lots 1A, 2A, 46A and 47A (a/k/a Moores Spring Lakes):

A. No residential structure subsequently erected or placed on said Lots shall contain less than one thousand two hundred (1200) square feet of living (heated) area on the main level of a one-story dwelling, exclusive of porches and garages. Any one and one-half (1 1/2) story dwelling must contain a minimum of one thousand four hundred (1400) square feet of living (heated) area, with no less than nine hundred (900) square feet on the main level and no less than five hundred (500) square feet on the second level, exclusive of porches and garages. The Developer reserves and shall have the right to grant reasonable variances so long as the overall square footage meets or exceeds the minimum requirements.

B. The front line of all residential structures must be set back no less than 25 feet from the Lot line. No structure may be placed closer to the side Lot lines than 5 feet and no structure may be placed closer to the rear Lot line than 30 feet. The Developer reserves and shall have the right to grant reasonable variances from the setback line requirements. All such variances must be approved in writing.

C. A greenbelt ("Greenbelt") is to be maintained in its natural state for a distance of 30 feet from the rear Lot line of each Lot.

24. No trees more than two inches in diameter shall be cut or removed from the Greenbelt areas unless written approval is obtained from the Developer. In the event any trees within the Greenbelt more than two inches in diameter are cut without approval, such trees must be replaced at the expense of the contractor or Lot owner.

25. All fronts of the residences constructed in the subdivision shall be brick or stone and the sides and rear of the residences shall be board, vinyl, wood siding or concrete composite. There shall be no exposed concrete block.

26. All mailboxes within the subdivision shall be uniform in design and appearance and shall be provided by the Developer. The Developer will sell the mailboxes to the builder at Developer's cost.

### ARTICLE III

#### Common Areas

1. Maintenance of Common Areas. There are certain areas within the confines of Ammersee Lakes Subdivision, First Sector, that are defined as "Common Areas" and that shall require the collective maintenance efforts of all the Lot Owners. These areas consist of the entry ways including the landscaping around the entry ways, the grassed recreational area, playground and walking trail the lake and that Property designated as "Common Areas" on said Map and Survey of Ammersee Lakes Subdivision, First Sector. The Developer shall provide routine maintenance of those areas until twelve (12) months from the date of recording the final subdivision plat of Ammersee Lakes Subdivision, First Sector. After that time, the Developer shall not be obligated to maintain the Common Areas. Each Lot Owner agrees to participate in the formation of an owner's association, to be formed no later than twelve (12) months from the date of recording the final subdivision plat of Ammersee Lakes Subdivision, First Sector. Each Lot Owner shall pay 1/43rd of the cost of forming the owner's association, including reasonable legal fees and recording costs incurred. The



association shall have the sole responsibility for maintaining the Common Areas in whatever manner it deems appropriate, including, but not limited to, a pro-rata annual assessment against each Lot Owner for 1/43rd of the amount of actual and projected maintenance costs. Each Lot Owner agrees to pay the amount of such assessments as they are levied from time to time by the association within ten (10) days of the date of such assessment. The Owners of each Lot shall be entitled to one (1) vote in the conduct of the association's affairs. The Developer will provide assistance in the formation of the home owner's association, but each Lot Owner recognizes and agrees that all costs associated with the formation of such owner's association shall be borne by the Lot Owners as described herein. It is understood that the Developer shall be relieved of any and all responsibility for maintaining the Common Areas on the date which is twelve (12) months from the date of recording the final subdivision plat of Ammersee Lakes Subdivision, First Sector, regardless of any inaction on the part of any Lot Owners and the Lot Owners shall maintain the Common Areas on and after twelve (12) months from the date of recording the final subdivision plat of Ammersee Lakes Subdivision, First Sector.

Each Lot Owner shall permit the Developer, the owner's association or other third parties access across their Lot as may be reasonably necessary or convenient to maintain the Common Areas.

Developer agrees that all of the Common Area, fee simple title to which may be owned or held by Developer, shall be conveyed to the Association at such time as ninety (90%) percent of the Lots contiguous to the Common Area lake are sold.

#### ARTICLE IV

##### Architectural Control

1. Approval by Architectural Control Committees. No structure, building, or fence shall be commenced, erected, placed, moved onto or permitted to remain on any Lot within the Property, nor shall any existing structure upon any Lot within the Property be altered in any way which materially changes the exterior appearance thereof, unless plans and specifications thereof shall have first been submitted to and approved by the Architectural Control Committee ("Committee"). Such plans and specifications shall be in such form and shall contain such information as may be required by the Committee and shall include, but necessarily be limited to, a site plan of the Lot showing the location, height, exterior design (including a summary of all proposed materials) of all building and improvements proposed to be constructed or altered on the Lot. The plans shall be submitted to the Committee at least thirty (30) days prior to the date of the proposed construction, rehabilitation or alteration of the Property. In the event the Committee fails to approve or disapprove the plans which have been submitted within thirty (30) days of receipt of such plans and

other information requested by the Committee, such plans shall be deemed accepted to the extent such plans or in conformity with these restrictive covenants.

2. Appointment of Architectural Control Committee. The Committee shall be composed of three (3) individuals, initially designated by the Developer. A majority of the members of the Committee, or any one member of the Committee authorized by a majority of the members of the Committee may issue any permit, authorization or approval pursuant to the directives or authorization set forth herein. In the event of the death, resignation or disability of any member of the Committee, the remaining member or members shall have full authority to designate a successor and the remaining member or members shall have full authority to approve or disapprove plans and specifications.

3. Basis for Disapproval of Proposed Plans.

(a) The scope of review by the Committee shall be limited to appearance only. The Committee does not assume or accept by the filing hereof any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards or any other factors.

(b) The Committee shall have the right to disapprove any plans and specifications submitted for approval for any reason it deems appropriate, including but not limited to, the following:

(i) failure to comply with the covenants and restrictions set forth herein;

(ii) objection to exterior design, appearance, color, scheme, finish, proportions or materials of any proposed structure or improvement;

(iii) objection to the site plan, clearing plan, or drainage plan for any Lot;

(iv) incompatibility of any proposed structure or improvement or use thereof with the existing structures or uses upon other Lots in the Property;

(v) any other matter which in the judgment of the Committee, would render the proposed structure, improvement or use inharmonious with the general plan and improvements of the Property or with structures, improvements or uses located upon other Lots in the Property.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement



with the Committee in which event the extended time period shall be applicable.

In any case where the Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

4. Failure to Obtain Approval. If any structure or improvement shall be altered, erected, placed or maintained upon any Lot or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Committee pursuant to provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this covenant and without the approval required herein, and upon written notice from the Committee, any structure or improvement so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered and any such use shall be terminated so as to extinguish such violation.

If fifteen (15) days after the notice of such violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward removal or termination of the same, the Developer or Committee shall have the right to enter upon such Lot and to take such steps as may be necessary to extinguish violations and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question. The lien provided in this covenant shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the Lot in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County, Alabama, prior to the recordation among the land records of Shelby County, Alabama, of the deed (or mortgage) conveying the Lot in question to such purchaser (or subjecting the same to such mortgage).

5. Waiver of Liability. Neither the Committee nor any architect nor agent thereof, nor Developer, nor any partner, agent or employee of any of the foregoing, shall be responsible in any way for any failure of structures or improvements to comply with requirements of this Declaration, any defects in any plans and specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications, and all persons relying thereon agree not to sue or claim against the entities and persons referred to in this section for any cause



arising out of the matters referred to, and further agree to and do hereby release said entities and persons from any and every such cause.

## ARTICLE V

### General

1. Additions to Property. The Developer reserves the right to subject the property proposed for future development as Ammersee Lakes, Sector Two and Sector Three, to this Declaration by filing a supplement to this Declaration ("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 may 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, and shall set forth any reallocation of voting rights or responsibility for Assessments by the owners of the additional property.

2. Grantee's Acceptance. The grantee of any Lot subject to the coverage of this Declaration, 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 restrictions herein contained.

3. Indemnity for Damages. Each and every Lot Owner, in accepting a deed or contract for any Lot subject to this Declaration, agrees to indemnify Developer for any damage caused by such Owner, or the contractor, agent, or employees of such Owner, to 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 owned by Developer, or for which Developer has responsibility, at the time of such damage.

4. Severability. Every one of the provisions and restrictions is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidity by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

5. Gender. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

6. Effects of Violations on Mortgage Liens. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

7. No Reverter. No restrictions herein is intended to be, or shall constitute a condition subsequent or to create a possibility of reverter.

8. Duration and Amendment. The covenants and restrictions contained in this Declaration shall run with the land and bind the Property, shall inure to the benefit of and shall be enforceable by Developer, the Committee and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2025, after which time said restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or altered by the Developer during such period of time as the Developer owns as many as 25% of the Lots in the Ammersee lakes Subdivision. After December 31, 2025, this Declaration may be amended and/or terminated in its entirety by an instrument signed by not less than fifty-one percent (51%) of the Lot Owners, which instrument shall be filed for record in the Office of the Judge of Probate of Shelby County, Alabama, or in such other place of recording as may be appropriate at the time of the execution of such instrument.

9. Enforcement. In the event of a violation or breach of any of these restrictions or any amendments hereto by any Lot Owner or employee, agent, or lessee of such Owner, the Owners of Lots, Developer, the Committee, their successors and assigns or any party to whose benefit these covenants and restrictions inure shall have the right to abate any violation, to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages or other dues, 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 an 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 reoccurrence 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 either at law or in equity.



Any party to a proceeding who succeeds in enforcing a restriction or enjoining the violation of a restriction against the Lot Owner may be awarded a reasonable attorney's fee and costs of such action against such violating Lot Owner.

10. No Waiver. The failure of any party entitled to enforce any of the covenants and restrictions herein contained shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto; provided, however, that approval of plans pursuant to Article IV shall be binding on any and all parties as a conclusive determination that such plans are in conformity with these covenants and restrictions.

## ARTICLE VI

### Easements

1. Utility Easements. Utility easements are reserved throughout the whole of the Property, including Lots, as may be required for utility services (including, without limitation water, sewer, gas, electricity, telephone and cable television) in order to adequately serve the Lots within the Property. Nothing herein shall be construed to prohibit the granting of easements and licenses as may be necessary to provide utilities to the Property. In the event that any structure comprising a part of any home is partially or totally destroyed, or is otherwise repaired or remodeled, then the adjoining Lot Owners hereby grant to such Lot Owner and its agents and servants such easements as may be reasonably necessary or convenient to provide such maintenance, repair or construction.

## Article VII

### Construction Requirements

1. Homes shall be of the following Construction
  - A. Vinyl siding on sides and rear of home is approved.
  - B. Eaves not supported by brick in front of house can be vinyl.
  - C. Main floors must have at least 7 feet ceilings.
  - D. Brick and brick color to be approved by developer, no pink or red grout.
  - E. During construction silt fences shall be placed and maintain across lot. Border to border on lowest side of lot, parallel to rear.
  - F. No trucks or vehicles shall be used in construction or maintenance of homes with gross weight of over 55,000 lbs. Builder or owner will pay a for any damage to roads or subdivision property cause by over weight vehicles. The fine will be \$200.00 for each violation. The developer will make necessary repairs, and invoice the responsible party for immediate payment. Checks to be made payable to Bagley Properties, LLC.



IN WITNESS WHEREOF, the undersigned as the Owner and Developer  
of the Property has caused this Declaration to be executed on this  
14 day of September, 2000.

BAGLEY PROPERTIES, L.L.C.

BY:  (SEAL)  
Thomas Douglas Bagley,  
Member

 7-16-2001

THE STATE OF ALABAMA  
JEFFERSON COUNTY

*J.D. Shelby*  
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Thomas Douglas Bagley, whose name as Member of Bagley Properties, L.L.C., a limited liability company, is signed to the foregoing Declaration of Protective Covenants, Restrictions, Easements and Agreements for Ammersee Lakes Subdivision, First Sector, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Declaration of Protective Covenants, Restrictions, Easements and Agreements for Ammersee Lakes Subdivision, First Sector, he, as such Member, and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 14th day of September, 2000.

*L. Kay Wallace*  
NOTARY PUBLIC

My Commission Expires: 11-28-2000

*Charity R Hoge*  
Notary Public

MY COMMISSION EXPIRES  
4-11-2004

Inst # 2001-29304

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09:14 AM CERTIFIED  
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