



STATE OF ALABAMA  
COUNTY OF SHELBY

DECLARATION OF PROTECTIVE COVENANTS  
OF  
TANYARD BRANCH ESTATES

KNOW ALL MEN BY THESE PRESENTS, That:

**WHEREAS**, JBK, L.L.C., (herein the "Developer"), is the owner of the following described real property:

Lots 1 through 30, according to the Survey of Tanyard Branch Estate, as recorded in Map Book 30, Page 94, in the Probate Office of Shelby County, Alabama.

and formerly described as:

PARCEL I:

A tract of land located and situated in the Southwest Quarter of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama, being more particularly described as follows:

The West half of the Southwest Quarter; the West half of the Northeast Quarter of the Southwest Quarter; and the West half of the Southeast Quarter of the Southwest Quarter, less and except  $1\frac{1}{2}$  chains off of East side.

PARCEL II:

Commencing at a railroad spike found at the Southwest corner of the Northwest  $\frac{1}{4}$  of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama; thence North 0 degrees, 55 minutes, 46 seconds East assumed along the West line of Section 33, 36.50 feet to the point of beginning; thence continue North 0 degrees, 55 minutes, 46 seconds East along said line 1281.53 feet to a  $\frac{7}{8}$ " rebar found at the SW corner of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence North 0 degrees, 55 minutes, 04 seconds East 513.78 feet to a  $\frac{1}{2}$ " rebar found; thence South 89 degrees, 32 minutes, 44 seconds East 1065.21 feet to a  $\frac{1}{2}$ " rebar found; thence South 24 degrees, 39 minutes, 48 seconds East 856.19 feet to a  $\frac{5}{8}$ " rebar set; thence South 45 degrees, 38 minutes, 55 seconds East 240.00 feet to a  $\frac{5}{8}$ " rebar set; thence South 23 degrees, 14 minutes, 35 seconds East 599.83 feet to the Northerly right of way line of Farmingdale Road; thence along said line South 65 degrees, 34 minutes, 32 seconds West 124.91 feet to a  $\frac{5}{8}$ " rebar set at the point of curvature of a curve concave to the North having a radius of 3108.16 feet, a central angle of 6 degrees, 52 minutes, 21 seconds and a chord of 372.82 feet bearing South 69 degrees, 00 minutes, 43 seconds West; thence Southwest along said curve, a distance of 372.82 feet to a  $\frac{5}{8}$ " rebar set at the point of curvature of a curve, concave to the North having a radius of 2850.00 feet, a central angle of 22 degrees, 39 minutes, 17 seconds and a chord of 1119.56 feet bearing South 83 degrees, 45 minutes, 32 seconds West; thence West along said curve a distance of 1126.88 feet to a  $\frac{5}{8}$ " rebar set; thence North 86 degrees, 33 minutes, 01 seconds West 285.78 feet to the point of beginning.

AND:

Commencing at a railroad spike found at the Southwest corner of the Northwest  $\frac{1}{4}$  of Section 33, Township 19 South, Range 2 East, Shelby County, Alabama; thence North 88 degrees, 31 minutes, 09 seconds East assumed along

the South line of said 1/4, 1318.68 feet to a 5/8 " rebar set at the point of beginning; thence North 88 degrees, 32 minutes, 03 seconds East, a distance of 645.56 feet; thence North 19 degrees, 48 minutes, 39 seconds West along the center of a branch 214.55 feet to the Southerly right of way line of Farmingdale Road; thence along said line South 65 degrees, 34 minutes, 32 seconds West 122.07 feet to a 5/8" rebar set at the point of curvature of a tangent curve, concave to the North having a radius of 3188.16 feet, a central angle of 6 degrees, 52 minutes, 20 seconds and chord of 382.17 feet bearing South 69 degrees, 00 minutes, 43 seconds West; thence Southwest along said curve 382.40 feet to a 5/8" rebar set at the point of curvature of a non-tangent curve, concave to the North having a radius of 1046.88 feet and a central angle of 5 degrees, 58 minutes, 38 seconds and a chord of 109.16 feet, bearing South 73 degrees, 29 minutes, 57 seconds West; thence West along said curve 109.21 feet to the point of beginning.

PARCEL III:

The Northeast Quarter of the Southeast Quarter of Section 32, Township 19 South, Range 2 East, situated in Shelby County, Alabama.

PARCEL IV:

Begin at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 32, Township 19 South, Range 2 East; thence run North 89 degrees 08 minutes West along the South line of said 1/4- 1/4 Section 427.71 feet; thence North 25 degrees 52 minutes East 107.80 feet; thence North 41 degrees 00 minutes East 178.16 feet; thence North 18 degrees 00 minutes East 120.94 feet; thence North 11 degrees 15 minutes West 1002.00 feet to the North line of said 1/4-1/4 Section; thence South 89 degrees 14 minutes East along the North line of said 1/4-1/4 Section 443.22 feet to the Northeast corner of said 1/4- 1/4 Section; thence in a Southerly direction along the East line of said 1/4-1/4 Section for a distance of 1331.97 feet to the point of beginning.

AND:

The Northwest Quarter of the Southeast Quarter of Section 32, Township 19, Range 2 East and being the same lands conveyed to S. J. Strock by F. A. Gorman by deed recorded in Deed Book 25, Page 540.

LESS AND EXCEPT:

Any portion conveyed out by James M. Kidd, his heirs or assigns, and any portion not being assessed by present owner.

**WHEREAS,** Developer desires to subject the Property to this Declaration and each Lot located in said survey to the conditions, limitations, Restrictions.

**NOW, THEREFORE, DEVELOPER** does hereby proclaim, publish and declare that the Property shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to the Declaration, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any part of the Property.

**ARTICLE I**

**MUTUALITY OF BENEFIT AND OBLIGATION**

The Restrictions set forth herein are made for the mutual and reciprocal benefit of each and every part of the Property and are intended to create mutual, equitable servitudes upon each such part of the Property and in favor of each and all such parts of the Property herein, to create reciprocal rights between the respective owners and future owners of such Property; and to create a privity of contract and estate between the grantees of said Property, their heirs, successors and assigns. All of the Property shall be held, transferred, sold, conveyed, used, leased, occupied, mortgaged or otherwise encumbered subject to all the terms and provisions of this Declaration.

## **ARTICLE II**

### **DEFINITIONS**

**SECTION 2.1 Declaration.** This Declaration of Protective Covenants which shall be recorded in the Probate Records of Shelby County, Alabama, as the same may from time to time be supplemented or amended in the manner described therein.

**SECTION 2.2 Deed.** Any deed, assignment, lease, or other instrument conveying fee title or a leasehold interest in any lot subjected to these Restrictions.

**SECTION 2.3 Developer.** JBK, L.L.C., its successors and assigns.

**SECTION 2.4 Lot.** Those subdivided parcels of the above described property which are or shall be in the future platted of record by Developer.

**SECTION 2.5 Owner's Property.** All Lots which are subjected to the Declaration.

**SECTION 2.6 Owner.** The owner of a Lot.

**SECTION 2.7 Property.** The real property first described above and as subsequently subdivided into "Lots."

**SECTION 2.8 Resident.** Any person or persons occupying or leasing an Owner's Property.

**SECTION 2.9 Restrictions.** The covenants, agreements, casements, charges and liens created or imposed by this Declaration.

## **ARTICLE III**

### **EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

**SECTION 3.1 Oil Drilling and Mining.** No oil drilling, oil development, oil operation, 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.

**SECTION 3.2      Offensive Activities.** 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.

**SECTION 3.3      Trash and Garbage.** No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot. 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.

**SECTION 3.4      Underbrush, and Refuse.** No underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the Property, including vacant parcels.

**SECTION 3.5      Animals and Livestock.** Dogs, cats, and other household pets as well as horses and other domestic livestock, may be kept on any Lot provided they are not bred or maintained for any commercial purposes. Restated, no breeding or feed lot operations may be maintained on any lot.

**SECTION 3.6      Unclean and Unkept Conditions.** It shall be the responsibility of each Lot Owner to prevent the development or occurrence of any unclean, unsightly or unkept conditions of, buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

#### **ARTICLE IV**

##### **CONVEYANCE OF EASEMENTS**

**SECTION 4.1      Easements.** The Developer reserves for itself, its successors and assigns the right to use, dedicate and/or convey to the State of Alabama, Shelby County, the City of Harpersville and/or to the appropriate utility company or companies, right-of-way or easements on, over, across, or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, water mains and other suitable equipment, for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities on, in and over strips of land as required along any property line of each Lot.

#### **ARTICLE V**

##### **SUBMISSION OF ADDITIONAL REAL PROPERTY; ADDITIONAL COVENANTS AND RESTRICTIONS**

**SECTION 5.1 Submission of Additional Real Property.** Developer may at any time during the pendency of this Declaration add any additional real property, now or hereafter acquired by Developer, to the Property which is covered by this Declaration. Additional real property may be submitted to the provisions of this Declaration by an instrument executed by Developer, his heirs, successors, or assigns in the manner required for the execution of deeds. Such instrument shall: (i) refer to this Declaration stating the book or books of the records of Shelby County, Alabama, and the page numbers where this Declaration is recorded; (ii) contain a statement that such real property is subjected to the provisions of the Declaration; (iii) contain an exact description of such additional real property; and (iv) such other or different covenants, conditions and Restrictions as Developer shall, in its discretion, specify to regulate and control the use, occupancy and improvement of such additional real property.

**SECTION 5.2 Developer's Easement.** The Developer, its successors and assigns reserve for themselves and/or the appropriate utility company or companies, right-of-way or easements on over, across or under the ground in order to use and maintain utilities, electric, telephone poles, wire, cables, suitable equipment, gas, sewer, water, or other public conveniences or utilities on, in and over strips of land as required along any property line of each Lot.

**SECTION 5.3 Additional Covenants and Restrictions.** The undersigned, and only the undersigned, may include in and any contract or deed hereinafter may state any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of these covenants and Restrictions. These covenants and Restrictions shall, nevertheless, remain in full force and effect.

## **ARTICLE VI**

### **GENERAL**

**SECTION 6.1 Grantee's Acceptance.** The grantee of any Lot subject to the coverage of these Restrictions, 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, shall accept such deed or other contract upon and subject to each and all of these Restrictions herein contained.

**SECTION 6.2 Severability.** Every one of these provisions and Restrictions is hereby declared to be independent of, and severable from the rest of the provisions and Restrictions in this Declaration.

**SECTION 6.3 Captions.** The captions preceding the various sections, paragraphs and subparagraphs of these Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of the Restrictions. Wherever and



whenever 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.

**SECTION 6.4 Effect of Violation on Mortgage Lien.** No violation of any of these Restrictions 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 mortgage in actual possession, or any purchaser at any purchases at any portion of the Property.

**SECTION 6.5 No Reverter.** No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

**SECTION 6.6 Duration and Amendment.** The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by the Developer, and to the Owners of any Lot or other parcel included in the Property, their respective legal representatives, heirs, successors and assigns until the 31<sup>st</sup> day of December in the year 2012, after which time said Restrictions shall be automatically extended for successive periods of ten years.

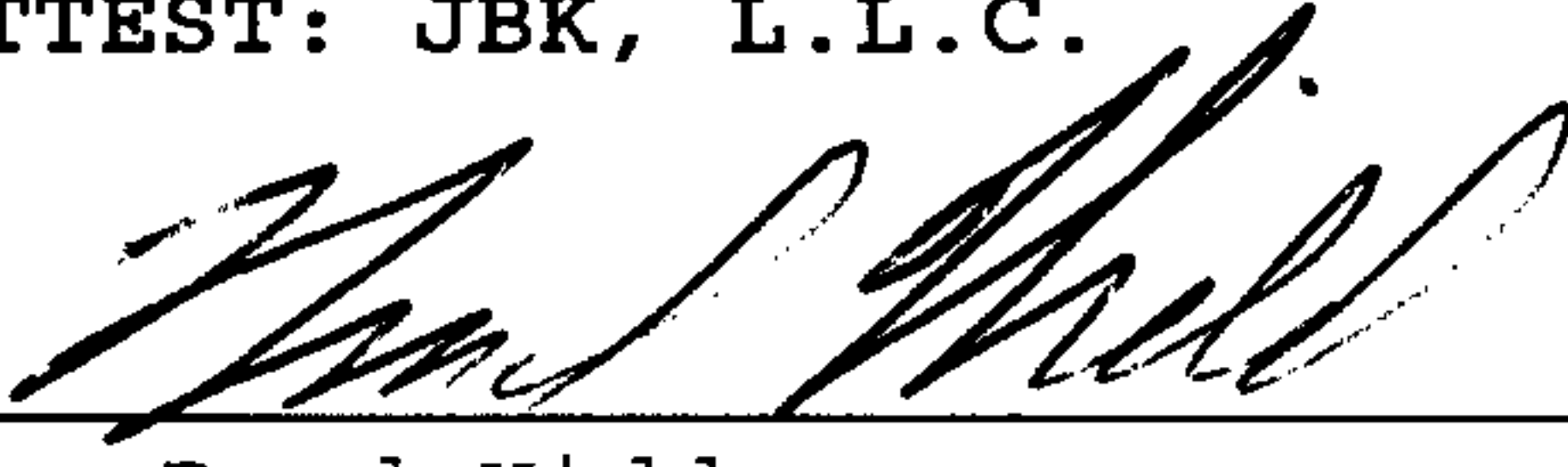
**SECTION 6.7 Enforcement.** In the event of a violation or breach of any of these Restrictions or any amendments thereto by any Lot Owner, or employee, agent, or lessee of such Owner, or by any Resident, then the Owner(s) or Lot(s), or the Developer, their heirs, successors and assigns, or any party to whose benefit these Restrictions inure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violations 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 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 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 an Owner may be awarded a reasonable attorney's fee against such Owner.

**SECTION 6.9 No Waiver.** The failure of any party entitled to enforce any of these 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.

**IN WITNESS WHEREOF,** the Declaration of Protective Covenants has been

executed by JBK, L.L.C. through Brad Kidd as its Manager, effective the  
12<sup>th</sup> day of November, 2002.

ATTEST: JBK, L.L.C.

  
By: Brad Kidd  
Its: Manager

STATE OF ALABAMA           )  
COUNTY OF SHELBY        )

I, William E Pitts, a notary public in and for said County in said  
State, hereby certify that Brad Kidd whose name as Manager of JBK, L.L.C.  
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 such instrument, he, acting in such capacity and with full authority,  
executed the same voluntarily and as the act of said JBK, L.L.C. on the  
day the same bears date.

Given under my hand and official seal this 12<sup>th</sup> day of November,  
2002.

  
Notary Public  
My Commission Expires: \_\_\_\_\_

