


STATE OF ALABAMA     )  
SHELBY COUNTY         )

  
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**DECLARATION OF PROTECTIVE COVENANTS  
AND RESTRICTIONS FOR  
SHILOH CREEK, SECTOR ONE, PLAT II**

**Lots 58-61, 82-85 AND 116-133**

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS (the "Declaration") is made as of this 23<sup>rd</sup> day of February, 2011, by SHILOH CREEK, LLC, an Alabama limited liability company ("Developer"), which declares that the Habitat Lots, as defined below, are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth (the "Protective Covenants").

WHEREAS, Developer owns Lots 58-61, inclusive, Lots 82-85, inclusive and Lots 116-133, inclusive (individually a "Lot" or a "Habitat Lot" and collectively the "Habitat Lots" or the "Property"), located in Shiloh Creek, Sector One, according to the Final Plat of Shiloh Creek, Sector One, Plat II recorded at Map Book 42, Page 43 in the Office of the Judge of Probate of Shelby County, Alabama (the "Plat"); and

WHEREAS, Developer desires to establish and enforce uniform standards of development quality and to provide for the effective preservation of the appearance, value and amenities of the Habitat Lots and, to that end, desires to subject the Habitat Lots to these Protective Covenants; and

WHEREAS, Developer has deemed it desirable, for the establishment and enforcement of uniform standards of development quality and the effective preservation of the appearance, value and amenities of the Habitat Lots, to create a not for profit corporation (the "Association") to which should be delegated and assigned limited powers of maintaining and administering certain areas as set forth herein for the benefit of the Owner(s) of the Habitat Lots and enforcing these Protective Covenants; and

WHEREAS, the Developer has incorporated the Association under the Alabama Nonprofit Corporation Act for the purpose of, among other things, exercising the aforesaid functions.

NOW, THEREFORE, Developer declares that the Habitat Lots as further described on Exhibit A hereto are and shall be held, transferred, sold, conveyed and occupied subject to these Protective Covenants, all of which shall be construed as and deemed to be covenants running with the land further and shall be binding on and inure to the benefit of all parties having a right, title or interest in the Habitat Lots, as well as their grantees, heirs, successors and assigns.

## ARTICLE I

### DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

#### Section 1.1 **Intentionally Omitted**

Section 1.2 "**Architectural Review Committee**" or "**ARC**" or "**Committee**" shall mean the Architectural Review Committee appointed pursuant to Article IV hereof with the rights and obligations conferred upon such Architectural Review Committee pursuant to this Declaration.

Section 1.3 "**ARC Guidelines**" shall mean the written architectural, landscaping, and use regulations, specifications, procedures, guidelines and policies for the Subdivision, each of which shall be promulgated by the ARC in accordance with applicable provisions of this Declaration.

Section 1.4 "**Articles**" shall mean the Articles of Incorporation of the Shiloh Creek Association, Inc. as said Articles may be amended from time to time.

Section 1.5 "**Declaration**" shall mean this entire document, as same may from time to time be amended.

Section 1.6 "**Developer**" shall mean Shiloh Creek, LLC, an Alabama limited liability company, its successor and assigns, if such successors or assigns acquire any portion of the remaining Shiloh Creek subdivision and are designated successor developer by Developer.

Section 1.7 "**Dwelling**" shall mean a residential dwelling constructed on any of the Habitat Lots in accordance with the restrictions and conditions set forth herein and the ARC Guidelines.

Section 1.8 "**Living Area**" shall mean enclosed and covered areas within a Dwelling which are heated and cooled by heating, ventilating, and air conditioning equipment, exclusive of porches, garages, basements, carports, or attics.

Section 1.9 "**Mortgage**" shall mean any mortgage or other security device encumbering any Habitat Lot or Dwelling or any interest therein and which shall have been duly and properly recorded in the Probate Office of Shelby County, Alabama.

Section 1.10 "**Mortgagee**" shall mean the holder of any Mortgage.



Section 1.11 "**Occupant**" shall mean and include any Lessee or Owner, the family members, guests, tenants, agents, employees or invitees of any Lessee or Owner and their respective family members, guests, tenants, agents, employees, invitees and any other person who occupies or uses any Dwelling.

Section 1.12 "**Owner**" shall mean and refer to the record owner, including Greater Birmingham Habitat for Humanity, Inc. of fee simple title to any Habitat Lot or Dwelling, whether a corporation, partnership, proprietorship, association or other entity of any nature, including natural persons, but shall not include (i) any Mortgagee unless and until such Mortgagee has foreclosed on its Mortgage and purchased such Lot or Dwelling at the foreclosure sale held with respect to the foreclosure of such Mortgage or (ii) any lessee, purchaser, contract purchaser or vendor who has an interest in any Lot or Dwelling solely by virtue of a lease, contract, installment contract or other agreement.

Section 1.13 "**Protective Covenants**" shall mean all of those covenants, conditions and restrictions contained in this Declaration.

Section 1.14 "**Purchaser**" shall mean any person who acquires ownership in any Lot.

Section 1.15 "**Yard**" shall mean any and all portions of land lying within any Lot but outside the exterior structural walls of the primary building constructed on such Lot. The "**Front Yard**" shall mean the land lying between any Lot line fronting a street and the front exterior structural wall of the primary building. The "**Rear Yard**" shall mean the land lying between any Lot line that runs in substantially the same direction as the Lot line fronting the street and the rear exterior wall of the primary building except that in the case of lots fronting more than one street the Rear Yard shall be the land lying between the Lot line which is the greatest in distance from the street and the primary building. The "**Side Yards**" shall mean the land lying between all other Lot lines and the primary building.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS THERETO, DELETIONS THEREFROM

2.01 Legal Description. The Habitat Lots as further described on Exhibit A are located in Shelby County, Alabama, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration. This Declaration shall not apply to any other property owned by Developer or any other person or entity, unless expressly made subject to this Declaration pursuant to Section 2.02 hereof.

2.02 Addition or Deletion of Property. Other than as set forward in Article VII, no Property can be added to or deleted from this Declaration.

## ARTICLE III

### ARCHITECTURAL CONTROL

#### 3.01 Architectural Review and Approval.

(a) All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon any Lot, the proposed location thereof on any Lot, the construction material, exterior paint and finishes, the roofs, landscaping, and later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations or additions thereto on any Lot shall require the approval in writing of the Committee (the "Letter of Approval"), before any work is commenced; provided, however, ARC approval shall not be required in connection with remodeling, reconstruction, alterations, or additions made to repair or restore any structure or improvement to substantially the same condition, appearance and colors as previously approved by the ARC.. THE SCOPE OF REVIEW BY THE COMMITTEE SHALL BE LIMITED TO EXTERIOR APPEARANCE ONLY AND SHALL NOT INCLUDE ANY RESPONSIBILITY, LIABILITY OR AUTHORITY TO REVIEW FOR STRUCTURAL SOUNDNESS, INTERIOR DESIGN, COMPLIANCE WITH BUILDING OR ZONING CODES OR STANDARDS, OR ANY OTHER FACTORS. For any construction not exempt from ARC approval, commencement of such construction prior to receipt of a Letter of Approval, a copy of which must be signed by the Owner, and returned to the Committee for retention, is strictly prohibited.

(b) No improvement or structure of any kind shall be commenced, erected or maintained upon any Lot until the Committee shall have issued a Letter of Approval with respect thereto.

(1) Intentionally Omitted

(2) Driveways to be constructed on the Habitat Lots that do not interfere with any drainage.

(3) Fences meeting the criteria set forth in Section 3.05(j) hereof.

#### 3.02 Architectural Review Committee.

(a) All architectural review and control functions shall be administered and performed by the Architectural Review Committee. The Committee shall be composed of three (3) members, and at all times, at least two-thirds (2/3) of the membership of the Committee shall be composed of Owners of Lots in the Property; provided, however, that Developer reserves the right to appoint the initial and successor members of the Committee, none of whom need be an Owner of a Lot in the Property, until Developer elects to terminate its control of the Committee. After terminating control



of the Committee by Developer, as aforesaid, the members of the Committee shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association.

(b) The Committee shall not be required to conduct regular meetings. The Committee may conduct special meetings upon five (5) days notice from the Chairman elected by such Committee at such times and locations as may be established by the Committee.

(c) The members of the Committee may retain the services of a registered architect, registered engineer, registered landscape architect, or other licensed professional to provide advisory services to and consult with the Committee in connection with the performance of its duties hereunder.

3.03 Powers and Duties of the Committee. The primary authority of the Committee shall be to examine and approve or disapprove all initial and subsequent plans more particularly set out herein, including site plans, for construction of improvements on Lots within the Property in accordance with the provisions of these Protective Covenants. The Committee shall have the following powers and duties:

(a) To propose, adopt, alter and amend rules and regulations applicable to builders, general contractors, and subcontractors who are engaged in the construction of improvements on any Lot.

(b) To require submission to the Committee of plans and specifications for any improvement or structure of any kind, and any change, modification or alteration thereof, including, without limitation, any such improvement or change to any building or fencing the construction or placement of which is or is proposed upon any Lot. Such plans and specifications shall be in such form and shall contain such information as is required in Section 3.04 hereof.

(c) To approve or disapprove the submitted plans and specifications for any improvement or structure as hereinabove described prior to commencement of construction of such improvement or structure and to approve or disapprove any improvements constructed pursuant to such plans and specifications after the same have been fully completed. The Committee shall meet weekly to approve plans and specifications. If any improvement or structure aforesaid that requires Committee Approval shall be completed, changed, modified or altered not in accordance with the approvals granted by the Committee, then the Owner shall, upon and in accordance with a demand by the Committee cause the property, improvement, or structure to either be restored to its original condition or to comply with the plans and specifications as approved by the Committee, and shall bear all costs and expenses of such restoration or compliance, including the costs and attorneys' fees of the Committee. Notwithstanding the aforesaid, after the expiration of one year from the date of final completion of any such improvement or structure, such improvement or structure shall be deemed to comply with all of the provisions hereof unless notice to the contrary shall have been recorded in the Probate Office of Shelby County, Alabama, or legal proceedings shall have been



instituted to enforce such compliance. Any agent or member of the Committee may at any reasonable time enter any building or property subject to the jurisdiction of the Committee which is under construction or on or in which the agent or member may believe that a violation of the Protective Covenants in this Declaration is occurring or has occurred. The Committee may, from time to time, delegate to a person or persons, who may or may not be a member of the Committee, the right to approve or disapprove plans and specifications and to issue such certification. The approval by the Committee of the builder or contractor and/or plans and specifications submitted for its approval, as herein specified, shall not be deemed to be a waiver by the Committee of the right to object to such builder or contractor and/or any of the features or elements embodied in such plans or specifications if and when the same builder or contractor and/or the same features and elements are embodied in any plans and specifications subsequently submitted for approval for other Lots. Any Owner aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association (the "Board"), within thirty (30) days of such decision, for a review thereof. The determination of the Board, after reviewing any such decision, shall in all events be dispositive.

3.04 Review Documents. A set of prints of the drawings and specifications (herein referred to as "Plans") for the exterior of each house or other structure proposed to be constructed on each Lot shall be submitted for review and approval to the Committee. The Plans submitted to the Committee may be retained by the Committee. Said Plans shall be delivered to the general office of the Committee or to the office of the administration agent designated to service the Committee at least seven (7) business days prior to the date construction is scheduled to commence. All Plans submitted shall include the following:

- (a) The Plans shall include a site plan, foundation plan and floor plan.
- (b) All Plans for structures shall be not less than one-eighth (1/8) inch to one (1) foot scale.
- (c) The site plan must take into consideration the particular topographic and vegetative characteristics of the Lot or Lots involved.
- (d) The Plans must include the elevations of all sides of the proposed structure.
- (e) The Plans shall show all existing and planned improvements, access streets and walkways, driveways, setbacks, easements of record and drives.
- (f) All Plans must include a summary exterior specifications list on a form designated or approved by the Committee of proposed materials.

### 3.05 Design Criteria, Structure.

(a) It is the intent of Developer that Shiloh Creek will generally present a consistent architectural environment. All exterior materials are subject to final approval of the actual appearance of such materials by the Committee:

(1) All roofing material shall be of an approved coloring. The minimum pitch for the main roof shall be 7:12. Minor roof elements may have a pitch of not less than 6:12 with the approval of the Committee. If the roof design calls for an overhang, the overhang shall be not less than 12 inches from the vertical wall.

(2) No concrete block, cinder block or concrete shall be used as an exposed building surface without the express approval of the Committee. Any proposed retaining wall or landscaping wall and the design and landscaping of same must be submitted to and approved by the committee in writing.

(b) Exterior materials shall be generally uniform in color on all sides of a residence, and no artificial, simulated or imitation materials shall be permitted without the prior approval of the Committee after submission of samples. Reflective glass shall not be permitted on the exterior of any dwelling, and no foil or other reflective material which produces the same effect as reflective glass shall be installed on any windows or used for sunscreens, blinds, shades or other purposes.

(c) No window or "through wall" air conditioning units shall be allowed. All outdoor air conditioning units shall be located only at the side or rear of a dwelling.

(d) Satellite dishes, not to exceed eighteen inches in diameter may be permitted on the rear of a residence if properly screened. Any other type of radio antenna, radio receiver, or other similar electronic or radio receiving device must be approved in writing by the Architectural Control Committee. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any lot or dwelling which may interfere with the reception of radio or television signals within the Property.

(e) No plumbing or heating ventilators shall be placed on that portion of the roof of any structure which fronts on a street providing primary access to a Lot. All vents, fans or other items protruding from roofs shall be painted in as nearly the same color as the roof covering as is possible and shall be located on the rear or side of the roof. Any material other than natural copper used for roof valleys, flashings, drips, downpours or gutters shall be painted to blend with roof color or with the color of the exterior finish of the dwelling.



(f) All driveways shall be finished with brick, stone, concrete pavers, asphalt or concrete. Dirt, gravel and loose stone driveways following completion of construction of a dwelling are prohibited.

(g) All chimneys must be at least two feet and four inches (2' 4") by four feet (4'-0") in size and will be required to have finished caps. The approved exterior finish material shall be, brick, stone, stucco, masonite, horizontal siding or cement based stucco board. Other exterior materials will be considered on written request to the Committee.

(h) All mailboxes shall be located and constructed in accordance with U. S. Postal Service specifications. Owner shall be allowed to construct a mailbox kiosk. If individual mailboxes are to be utilized, the Developer has specified that specific type, color, design and style of mailbox to be used. Said mailbox is available from Alabama Mailbox.

(i) There shall be no silver chrome/mill finish aluminum or other silver finish metal doors (including glass sliding doors) and windows of any kind. All windows must be wood framed, wood framed with vinyl or aluminum clad, or aluminum thermally broken windows in white finish. Any color other than white finish must be approved by the Committee.

(j) Chain link, wire, or metal (other than wrought iron) fences of any type are prohibited. All fences shall be wood shadow box privacy fences. All fences visible from the street shall not extend beyond the front building set back line of any adjacent lot and shall not exceed six feet in height above grade.

(k) Drainage of surface water, storm water, and/or foundation drains may not be connected to sanitary sewers. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots.

(l) Outside clothes lines or other facilities for drying or airing clothes shall not be permitted. Barbecue grills and other types of outdoor cooking equipment shall be located at the side or rear of the dwelling.

(m) Accessory structures, including but not limited to accessory buildings, detached garages, pool houses, utility sheds, and gazebos will not be permitted without written approval from the Committee. All play equipment shall be located so as to have a minimum visual impact on adjacent properties. Fountains, birdbaths, sculptures or doghouses shall be permitted but shall be limited to the Rear Yard or Side Yards only. No trailer, tent, shack or barn, whether of a temporary or permanent nature, shall be erected on any Lot at any time.

(n) Front steps shall be constructed of brick, stone or architecturally treated concrete, provided such shall be subject to approval of the Committee.



(o) No facilities, including poles, wires, pipes and conduits for the transmission of electricity, telephone, gas, water, sewer, cable television, security and other uses, shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained, except as is expressly permitted or referred to in Section 3.05(d) above. No Lot Owner shall erect or permit any other party to erect any such overhead wires, poles or facilities of any kind. Each Lot Owner agrees, by acceptance of a deed to a Lot within the Property, to connect utility service lines (including, but not limited to, natural gas, water, sewer, cable television and electricity) at points designated by the Developer.

(p) Firewood shall be stored only at the rear or side of a Dwelling in a location having minimum visual impact on adjoining properties.

3.06 Limitation of Liabilities. Neither the Committee nor any architect, nor engineer, nor agent thereof, nor Developer, nor the Association, shall be responsible in any way for any defects in any plans 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. It is specifically agreed that the scope of review by the Committee shall be limited to aesthetic characteristics and appearance only and shall not include any responsibility or authority to review for structural soundness, compliance with building or zoning codes or standards, or any other similar matter. Neither the Committee, nor any member thereof, shall be liable to any Owner for any action taken, or omitted to be taken by the Committee or the individual members thereof in the performance of their respective duties hereunder.

### 3.07 Exclusive Residential Use and Improvements.

(a) All Lots shall be known, used, and described as residential Lots and shall be used for residential purposes exclusively, and for no other purpose, and no Lot shall be subdivided so as to decrease the size of any Lot as shown on the Plat. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single family residence with not more than two stories. For purposes of this section 3.07(a), basements, attics, attic areas and roofs shall not be included as a story. This section shall not be interpreted as to prohibit the construction of one residence upon two (2) or more Lots. No open deck or other structure requiring separate and independent support to the ground shall be constructed so as to be higher than the top of the first floor of a Dwelling.

(b) Every Dwelling erected on any Lot, exclusive of one-story open porches, garages, carports and other unairconditioned, unfinished spaces, shall each include a minimum of 1,100 square feet of enclosed, heated, habitable areas, ("finished space") with a minimum of 950 square feet on the first floor.

(c) Except as may be otherwise provided by law, each Dwelling may be occupied by a group of one or more persons each related to the other by marriage or



legal adoption, or a group of not more than three persons not so related, who maintain a common household in a Dwelling.

### 3.08 Subsurface Conditions.

(a) Approval of the Project Plans by the Committee as herein provided shall not be construed in any respect as a statement, representation or warranty of the Committee, the Developer, or any person acting on behalf of them, to the Owner or any other person submitting such plans, or successors or assigns of such Owner, that the surface or subsurface conditions of the Lot are suitable for the construction of the improvements contemplated by such plans. It shall be the sole responsibility of the Owner to determine the suitability and adequacy of the surface and subsurface conditions of the Lot for the construction of any and all structures and other improvements thereon.

(b) Neither the Association, the Committee (and their respective individual members), nor the Developer and its partners, agents, and employees and the officers, directors, agents, and employees of its partners, shall be liable to any Owner, or the successors, assigns, licensees, lessees, employees and agents of any Owner, for loss or damage on improvements, or structures now or hereafter located upon the Property, or on account of injuries to any Owner, occupant, or other person in or upon the Property, which are caused by known or unknown sinkholes, underground mines, limestone formations or other similar conditions under or on the Property.

3.09 Variance Requests. The Committee, in its discretion, shall have the authority to modify the requirements of this Article III upon the request for a variance from such requirements by an Owner with respect to his or her Lot. If the Committee grants a requested variance, the nonconforming improvements subject to said request shall not be deemed to be in violation of these covenants. The granting or denial of a request for variance shall not be binding on the Committee, nor shall it have any precedential value, on any further variance requests by the Owner or another Owner.

3.10 Setback Requirements. The following setback requirements shall be applicable to the Lots, except as may be otherwise shown on the Plat:

- (a) Side Yard setbacks shall be a minimum of five feet (5'0").
- (b) Rear Yard setback shall be twenty feet (20'0").
- (c) Front Yard setback shall be twenty feet (20' 0").
- (d) For purposes of setback requirements, eaves, steps, stoops, uncovered porches, uncovered terraces and uncovered decks shall not be deemed a part of a Dwelling.



## ARTICLE IV

### EASEMENTS

4.01 Drainage Easement. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as reflected on the Plat.

4.02 No permanent structure or fencing may be constructed or placed in such drainage flow easement area. Each Lot owner also agrees, upon acceptance of a deed to a Lot, to assume all the risks and hazards of ownership or occupancy attendant to such Lots.

## ARTICLE V

### RESTRICTIONS ON USE

#### 5.01 Maintenance.

(a) It shall be the responsibility of each Owner to prevent 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.

(b) All Lots, whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and in such manner as to prevent their becoming unsightly by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon.

#### 5.02 Construction.

(a) In the event of any damage to any utilities, drainage structure, roadway, or other infrastructure caused by any Owner or any tenant, agent, servant, employee, or contractor of Owner, the Developer or the Association shall have the right to repair any such damage not repaired by Owner within thirty (30) days after written notice from Developer or Association has been delivered to Owner as set forth in Section 8.01 hereof, and to charge the Owner the reasonable cost for such repair.

(b) During construction of any Dwelling or improvement on any Lot, all building debris, stumps, trees, and other waste must be removed from each Lot by the builder or contractor as often as necessary to keep the Lot attractive. Such debris and waste material shall not be kept on any Lot nor dumped in any area of the Property. No unused material (except rocks or bricks) may be buried on or beneath any Lot or Dwelling.

(c) Adequate silt fencing, erosion control devices, and gravel at the entry of each driveway must be properly installed and maintained during construction.

All streets within the Property or any adjoining property shall be kept free of dirt, gravel, mud, silt and debris from erosion and construction traffic.

(d) During the construction of any improvements or Dwelling, the Owner and Owner's agents, contractors, subcontractors and material suppliers shall comply with all requirements of any governmental authorities having jurisdiction over the Property, including but not limited to the Alabama Department of Environmental Management and the Engineering Department of the City of Calera.

5.03 Animals. No animals, livestock, birds, insects or poultry of any kind or description except the usual household pets shall be kept, raised or bred on any Lot; provided, however, that no household pet may be kept on any Lot for commercial breeding purposes; provided further, that any household pets shall be confined to the Lot of the Owner thereof and must be kept on a leash when permitted to be outside. No more than three (3) outside pets per dwelling shall be permitted.

5.04 Nuisance. No noxious, offensive or illegal activities shall be carried on or permitted to exist upon any Lot or within the Property nor shall anything be done on any Lot or within the Property which may be or may become an annoyance, embarrassment, nuisance or source of discomfort to the neighborhood or which would render any portion of the Lot or Dwelling thereon unsanitary, unsightly, offensive or detrimental to occupants of other Dwellings or which may result in the cancellation or increase of insurance coverage or premiums for others, or cause a violation of any law, statute, ordinance, rule, regulation or requirement of any governmental authority. Without limiting the generality of the foregoing, no horns, whistles, bells, or other similar sound devices other than security and fire alarm devices used exclusively for such purposes shall be located or placed upon any Lot, Dwelling or other portion of the Property.

5.05 Minerals. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

5.06 Garbage. No trash, garbage, rubbish, refuse, waste or other debris of any kind shall be dumped, placed or permitted to accumulate on any portion of the Property. All dead trees, limbs, leaves and other debris shall be removed from the Lot within a reasonable length of time. Trash, garbage, or other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units. Garbage containers shall at all times be kept at the rear, side, or inside of a dwelling and shall be screened from view from streets and adjacent Lots and Dwellings by appropriate landscaping or fencing. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted except during construction with approval of the local governmental authorities and the Committee. The Owner of each Lot shall contract with the authorized agent in the City of Calera for the collection of trash, refuse and garbage.



5.07 Signs. All signs, billboards or advertising structures of any kind are prohibited except that (i) developer, builder and contractor signs will be permitted during construction periods, and (ii) one professional sign of not more than five (5) square feet will be permitted to advertise the Property for sale or lease during sales or leasing periods. All developer, builder or contractor signs shall be promptly removed after completion of construction. No sign shall be nailed or attached to trees.

5.08 Damaged Structures. Any Dwelling or other structure on any Lot which may be destroyed in whole or in part for any reason must be rebuilt within two (2) years. All debris must be removed and the Lot restored to a slightly condition with reasonable promptness, provided that in no event shall such debris remain on any Lot longer than one hundred and twenty (120) days.

5.09 Roadway Obstruction. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above any roadway shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. Except as herein provided, no trees shall be permitted to remain within such distance of such intersections unless the foliage is maintained at sufficient height to prevent obstruction of such sight-lines. Any such tree or shrub of a rare or unusual species may be permitted to remain in place upon application to and written permission from the Committee.

5.10 Boats, Trailers and Campers. No boat, boat trailer, house trailer, truck (other than pick-up trucks, passenger vans, or sport utility vehicles), camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, Yard or Lot located in the Property or otherwise be visible from any street for any period of time in excess of twenty-four (24) hours except in garages. Also, no unkept, unoperational, unmaintained or otherwise unattractive vehicle or piece of equipment may be parked or stored on any road, street, driveway, Yard or Lot or otherwise be visible from any street in the Property, but may be kept only in garages. No vehicles of any kind shall be parked on any Yard or natural areas of a Lot.

5.11 Firearms. There shall be no discharging of any type firearm or other weapon in the Property.

5.12 Due Care. Each and every Owner and future Owner, in accepting a deed or contract for any Lot or Lots, whether from Developer or a subsequent Owner of such Lot, agrees, in connection with the construction of any improvements on such Lot or Lots, to exercise due care, and to assure that any builders or contractors of such Owner, or employees and subcontractors of such contractors, will exercise due care and will comply with any and all governmental rules, regulations, codes and ordinances relating to safety, so as to protect the safety and health of the public, and the safety and health of such



Owner, the occupants of any Lot, and any such builder or contractor and its employees and subcontractors.

5.13 Time of Construction. Upon the commencement of construction of any building on a Lot, work thereon must be prosecuted diligently and continuously and must be completed within twenty-four (24) months from date of commencement of construction.

5.14 Drainage. No Owner shall restrict the planned flow of storm water along any street or road upon which the Owner's Lot fronts or adjoins. All proposed construction of driveways or other ingress and egress to each Lot shall be approved by the Committee in efforts to prevent violation of such restriction.

5.15 Entrance to Property and Roadways. The Property may be accessed only from the designated entrance off of U.S. Highway 31 and Shiloh Creek Drive and from roads within the Property, as shown on the Plat. No other connecting road, alley or other vehicular access shall be permitted.

## **ARTICLE VI**

### **RIGHTS OF DEVELOPER**

6.01 Indemnification. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property whether from Developer or a subsequent owner of such Lot, agrees to indemnify and reimburse Developer and/or the Association, as their respective interests may appear, for any damage caused by such Owner or the builder, contractor, agent or employees of such Owner, to roads, streets, gutters, walkways, Common Areas, or other portions of the Property, including all surfacing thereon, or to water, drainage or storm sewer lines or sanitary sewer lines owned by Developer and/or the Association, or for which Developer and/or the Association has responsibility, at the time of such damage.

6.02 Limitation of Liability. Each and every Owner, in accepting a deed or contract for any Lot or Lots in the Property, whether from Developer or a subsequent Owner of such Lot, agrees and covenants to release, indemnify, protect and hold harmless the Developer, and its agents, directors and employees (all of whom are included in the term "Developer" for the purposes of this Section) from and against any and all claims and demands by such Owner, any member of his or her family, their employees, agents, guests, invitees, licensees, builders, contractors, and employees or subcontractors of such contractors, or any other persons whomsoever, for damages to property and personal injury or death (including but not limited to, the Developer's contributory negligence) which may arise out of or be caused directly or indirectly by such Owner's Lot or Lots, and/or the use of or construction on said Lot or Lots by said Owner, any member of his or her family, their guests, agents, invitees, licensees, builders, contractors, or by any other person whomsoever. The indemnification by such Owner as set forth above shall also



cover any and all expenses of Developer, including attorneys' fees resulting from any claims or demands.

## **ARTICLE VII**

### **NATURE OF PROTECTIVE COVENANTS; DEFAULTS AND REMEDIES**

7.01 Protective Covenants Running with the Land. The foregoing Protective Covenants shall run with the land and constitute a servitude in and upon the Property and shall inure to the benefit of and be enforceable by the Developer, the Association, or any Owner from the date this Declaration is recorded through DECEMBER 31, 2039, after which date, these Protective Covenants shall automatically terminate and the Habitat Lots shall immediately become subject to the Declaration of Protective Covenants and Restrictions for Shiloh Creek as recorded in Instrument # 20070831000413640 in the Office of the Judge of Probate of Shelby County ("Shiloh Creek Declaration") and the Developer by the execution of this document shall be considered as filing in the Office of the Judge of Probate a Supplementary Declaration describing the Habitat Lots to be subject to the Shiloh Creek Declaration, and any modifications or changes of the Shiloh Creek Declaration which shall be applicable to such Habitat Lots.

After Great Birmingham Habitat for Humanity, Inc. acquires title to the Habitat Lots and immediately upon Greater Birmingham Habitat for Humanity, Inc. no longer having a fee simple interest in a Habitat Lot or maintaining a valid lien on a Habitat Lot then said Habitat Lot shall immediately become subject to the Shiloh Creek Declaration at which time such Habitat Lot shall immediately be released from these Protective Covenants and the Developer by the execution of this document shall be considered as filing in the Office of the Judge of Probate a Supplementary Declaration describing the Habitat Lots to be subject to the Shiloh Creek Declaration, and any modifications or changes of the Shiloh Creek Declaration which shall be applicable to such Habitat Lots.

7.02 Amendments. This Declaration shall not be amended or modified without the written consent of the Developer, the Association, and each Lot Owner.

7.03 Default. Violation or breach of any of the Protective Covenants shall constitute a default hereunder. Any person given the right to enforce the Protective Covenants herein set forth may provide written notice thereof to any Owner (and any Institutional Mortgagee who or which has requested the same and provided to the Association an address for such notices).

7.04 Remedies for Default. The existence of any default which has not been cured within thirty (30) days of the notice specified above shall give the Developer and any Owner, in addition to all other remedies specified herein, the right to proceed at law or in equity to compel compliance with the terms of these Protective Covenants and to prevent the violation or breach of any of them. All costs, fees and expenses, including attorneys'



fees, incurred by any party enforcing or attempting to enforce these Protective Covenants shall be borne by the defaulting party,

7.05 Nature of Remedies; Waiver. All rights, remedies and privileges granted to the Developer and the Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more of them shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same, or any other party, from pursuing such other and/or additional rights, remedies, or privileges as may be available to such party at law or in equity. The failure at any point in time to enforce any covenants or restriction shall in no event be deemed a waiver of the right thereafter to enforce any such covenant or restriction. Nothing contained herein shall be deemed or construed to require the Developer to take any action or do any thing relating to the enforcement of these covenants, or the exercise of any remedy set out herein or as may be otherwise permitted by law.

7.06 No Right of Reverter. No covenant, condition or restriction set forth in this Declaration is intended to be, or shall be construed as, a condition subsequent or as creating the possibility of reverter.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

8.01 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed by United States mail, postage prepaid, to the address of such Owner as it appears on the records of the Association at the time of such mailing. Any notice required to be sent to the Developer or the Association, as the case may be, shall be deemed to be sent when mailed by United States mail, postage prepaid, to their respective registered office in the State of Alabama. Any notice required to be sent to Greater Birmingham Habitat for Humanity, Inc. shall be sent to the following address: Post Office Box 540, Fairfield, Alabama 35064.

8.02 Severability. Invalidity of any provision or provisions hereof by judgment or court order shall in no way affect any previous other provision, all of which shall remain in full force and effect.

8.03 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Alabama.

8.04 Captions. The captions and titles of the various Articles and Sections in this Declaration are for convenience of reference only, and in no way define, limit or describe the scope or intent of this Declaration.



8.05 Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

8.06 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of any provisions of this Declaration, the Articles, the By-Laws or the Rules and Regulations, then the provisions of this Declaration shall prevail.

8.07 Effective Date. This Declaration shall become effective when it has been recorded in the Probate Office of Shelby County, Alabama.

8.08 Owner's Acceptance. EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE FOR ANY LOT OR ANY INTEREST THEREIN, OR BY EXECUTION OF A CONTRACT FOR THE PURCHASE THEREFOR, UNCONDITIONALLY AGREES TO BE BOUND BY, AND TO COMPLY WITH, EACH AND EVERY TERM, PROVISION, COVENANT AND RESTRICTION CONTAINED HEREIN OR THE SHILOH CREEK DECLARATION AS THE CASE MAY BE.

23rd IN WITNESS WHEREOF, the undersigned has executed this instrument on this day of February, 2011.

Shiloh Creek, L.L.C., an Alabama  
limited liability company

By: ASKJ, LLC, its Sole Member

By: John H. Street, Jr.  
Its: Sole Member

STATE OF ALABAMA  
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John H. Street, Jr., whose name as Sole Member of ASKJ, LLC, which is the Sole Member of Shiloh Creek, L.L.C., is signed to the foregoing General Warranty Deed and who is known to me, acknowledged before me on this day that, being informed of the contents of this General Warranty Deed, he, as such Sole Member of ASKJ, LLC which is the Sole Member of Shiloh Creek, L.L.C., executed the same voluntarily on behalf, on the day the same bears date.

Given under my hand and seal this 23rd day of February, 2011.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_