

## **COVENANTS AND RESTRICTIONS FOR CREEKVIEW ESTATE**

STATE OF ALABAMA}  
SHELBY COUNTY }

**20191007000368910**  
**10/07/2019 02:12:28 PM**  
**RESTCOVN 1/3**

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, DONOVAN BUILDERS, LLC is the owner of CREEKVIEW ESTATES Subdivision as recorded in Book 49, page 69 in the Probate Office of Shelby County, Alabama.

NOW, THEREFORE, the undersigned, DONOVAN BUILDERS, LLC AND MORTGAGEE, does hereby adopt the following conditions, restrictions, covenants, and limitations, which shall apply in their entirety to all lots within the described property.

- A. All tracts shall be used for residential purposes only. No business or commercial building may be erected on any lot, and no business or commercial activity may be conducted on any lot without developer's approval. Home offices are allowed, but there shall be no signs or trucks/equipment stored on premises without approval.
- B. Only one single-family site built home is permitted per lot. All homes must be of conventional type construction with stone, brick, vinyl, exteriors. All dwellings shall have brick, rock or stone foundation. There shall be no concrete type blocks exposed to public view after completion of construction. No HVAC equipment shall be located in the front of any dwelling. Property may not be subdivided or reduced in size. No structure shall be erected, constructed, altered, placed, or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height. No lot may be subdivided or reduced in size.
- C. There shall be no mobile, modular or manufactured homes placed on this property. All motor homes/travel trailers, boats, trailers, ATVs, etc. shall be kept behind the back rear building line out of the view from the street; and none of the following may be used as a temporary or permanent residence: tents, sheds, shacks, campers, travel trailers, motor homes, buses, barns, garages or any other type temporary structures. No junk or inoperative vehicle of any kind shall be permitted on any lot, and no automotive repairs shall be conducted on any lot except for temporary repairs.
- D. All 1 level homes must have a minimum of 2400 sq ft of heated and cooled living area (excluding any basements - finished or unfinished, porches, decks or garages). Any multi-level homes must have a minimum of 1750 square feet on the main level and a minimum of 2800 square feet in the entire dwelling, with the same above-mentioned exclusions.
- E. No structure shall be located on any tract nearer than 25 feet from the front porch line (porch, retaining wall, or projection not including the steps or driveway retaining wall) and 10 feet on either side. All easements necessary for drainage, access, etc. shall remain open, maintained, and free of any structures, for the intended purpose of drainage or access.
- F. When construction begins on any structure, it must be completed within 12 months.
- G. All driveways to be concrete or asphalt – any future driveway changes must be a majority rule of the homeowners. All driveway pipes to be approved by the municipality/county. All pipes shall be placed deep enough to catch water and prevent washing on the street. The city or county should be notified when installing the pipe.
- H. All mailboxes shall be uniform in form and size.
- I. No fence of any kind will be allowed in the front of any residence. Fences are allowed beginning at the rear of a dwelling, running parallel to the street, and continuing toward the rear property line. Allowable construction materials are wood, brick or stone; black chain link material may also be utilized as fencing material. No galvanized, uncolored chain link is allowed. Maximum height is 6 feet for fences. All wood fences to be built as shadowbox or with the rail facing the inside of the back yard.
- J. Any outbuildings or garages shall complement the home and be constructed with similar building materials as primary home and be placed to the rear of the residence. Any outbuildings shall not be considered an eyesore to the community. All outbuildings shall be kept free and clear of all exterior debris and shall have an enclosed foundation.

- K. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any tract except dogs, cats, or other household pets provided they are not bred or maintained for any commercial purposes and limited to 3 per household. Any dog pen areas, etc. shall be contained behind the rear building line and/or fence and shall not become an eyesore or nuisance.
- L. No sign of any kind shall be displayed to the public view on any lot except that one identification sign advertising the property for sale. One sign shall be permitted of not more than 12 square feet advertising the property by builders or realtors to advertise the property during the construction and sales period. No other signs shall be allowed. All sales signs shall be removed by the builder once subdivision is complete and all homes have been sold, except for resale by owners on an individual basis.
- M. During lot preparation and construction process, all measures deemed necessary shall be used to prevent mud, storm water or and construction material, etc. from being discharged on any other street or ditch. When construction is complete, a sufficient ground cover must be maintained to eliminate excessive water shed onto street or other tracts. THEREFORE, property owners must comply with State Regulations (ADEM) during any type of construction to prevent erosion. Silt fence and erosion control measures shall be completed and maintained prior to starting and during excavation. Property owners must adhere to the following:
- Maintain at least 50' of gravel at construction entrance;
  - Install silt fencing in downhill grade areas near roads;
  - Vegetate lot when construction/clearing/etc. is complete to prevent erosion.
  - Comply with building practices and ADEM Regulations: refuse containers, no burning debris, etc.
- N. Side and back yards may be seeded and hay with solid coverage. All sodding and seeding must be completed prior to the occupancy of any residential dwelling.
- O. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, their heirs, successors, and assigns. Any change or alteration of the covenants shall require written consent of 50% of owners of said tracts, and recorded for public record by the same.
- P. If a Homeowners Association is formed within the subdivision, each homeowner shall be a member and shall be responsible for any and all assessments. Ownership and acceptance of deed of property in said subdivision is acceptance and adherence to an association with dues if formed.
- Q. Enforcement of these covenants and restrictions shall be by proceeding in law or equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages. No property owner has any obligation to enforce any of the covenants and restrictions, but all property owners have the right to enforce said restrictions and reservations through proceedings in law.
- R. No noxious or offensive activities shall be carried on at any time. This includes unsightly trash and debris, parties, noise, traffic, or activities that would be bothersome, an eyesore, or an annoyance to others, etc. There shall be no 4-wheelers, motorcycles, go carts, etc., ridden on vacant lots, streets, or other unimproved property in the area which may violate local laws, including trespassing, noise and city/county ordinances.
- S. Invalidation of any one of these judgments by court order shall in no way affect any of the other provisions which shall remain in full force and effect.
- T. Garbage and refuse disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept, except in sanitary containers. All equipment designed for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- U. Oil and Mining Operations: 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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this the 2nd day of October 2019.

DONOVAN BUILDERS, LLC, OWNER

BY: [Signature]  
JACK A. DONOVAN, SR.

STATE OF ALABAMA }  
SHELBY COUNTY }

I the undersigned, a Notary Public in and for said County and State, hereby certify that Jack A. Donovan, Sr. whose name as Owner of Donovan Builders LLC, 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 said instrument, he, as such manager and with full authority to do so, executed the same voluntary on the day the same bears date.

Given under my hand and official seal this 2nd day of October, 2019.

Morgan Kelsie Bryant  
NOTARY PUBLIC  
My Commission Expires: 05/18/20

MORTGAGEE:

BY: [Signature]  
OFFICER, SERVISFIRST BANK

STATE OF ALABAMA }  
SHELBY COUNTY }



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/07/2019 02:12:28 PM  
\$28.00 CHERRY  
20191007000368910

Allen S. Bayl

I the undersigned, a Notary Public in and for said County and State, hereby certify that Clark Zinsmeister whose name as Officer of Servisfirst Bank, 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 said instrument, he, as such manager and with full authority to do so, executed the same voluntary on the day the same bears date.

Given under my hand and official seal this 2 day of October, 2019.

Candice Elaine Chapman  
NOTARY PUBLIC  
My Commission Expires: March 8, 2023

