

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOWN ALL MEN BY THESE PRESENT, That:

WHEREAS, Joseph DeMarco, Developer, is the owner of the following described lots situated in the subdivision known as Dearing Downs, Fifth Sector, Helena, Alabama, area of Shelby County, Alabama:

Lots 1 through 38 of the Dearing Downs Subdivision, Fifth Sector, as recorded in Map Book 9, Page 160, in the Probate Office of Shelby County, Alabama.

WHEREAS, Joseph DeMarco, Developer, desires to subject all of the numbered lots in the above survey to the covenants, terms, conditions, restrictions, and limitations:

1. The property made the subject of these restrictions shall be used for single family residential purposes only.

2. It is the intention and purpose of the covenants contained in these restriction that all dwellings shall be subject to the same minimum quality, workmanship, material and size. No dwelling shall be constructed that shall have a ground floor area of the main structure, exclusive of one story open porches and garages of less than 1400 feet for a one story dwelling. In the event of a multiple story dwelling, the square footage of said dwelling shall have a minimum of 1400 total square footage with not less than 850 square feet being on the main floor exclusive of porches and garages.

3. No temporary buildings, servant houses, garages or other buildings shall be used for residential purposes prior to the completion of a dwelling house on said property, in accordance with these restrictions.

4. No cement blocks used in buildings or retaining walls to be exposed.

5. No dwelling shall be erected on any lots of said property nearer to the front lot line or nearer to the said street line than the building setback lines shown on the recorded plat of Dearing Downs, Fifth Sector. In any event, any portion of the building shall not be located on any lot nearer than 35 feet to the front lot or more than 60 feet from either the front lot line or the side street line or nearer than 10 feet to any side lot line, nor nearer than 30 feet to the back lot line. However, the Architectural Control Committee mentioned below retains the authority to waive any violation of setback lines.

6. No dwelling, outbuildings, garages, or servants houses shall be erected or begun on said property until the building plans and specifications and a plot plan showing the location of such building have first been delivered to and approved in writing as to harmony and conformity of external design with existing structures in the subdivision by the Architectural Control Committee composed of Joseph DeMarco or by such other representatives as may be designated by him. If the plans, specifications, architectural design, plot plan, grade and location of a dwelling or other buildings provided for herein are actually delivered to one of the members of said committee or other designated representatives for examination and approval and no member of said committee or other designated representatives acts thereon within thirty (30) days after such delivery by delivering notice in writing of his determination to the party requesting his approval, such plans, specifications, architectural designs, plot plans, grades and location, as the case may be, shall be conclusively deemed to have been approved by the committee.

7. The lots indicated on the recorded plat for this subdivision may be further subdivided for the purpose of increasing the size of adjacent lots, however, no additional building lots may be created by resubdivision of the lots shown herein. In the event of any

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such subdivision of the lots shown on the recorded map, the tract so constituted shall be considered as and referred to as one lot for the purposes of these covenants and these covenants shall apply the same as if said tract had been originally platted as one lot on this plat. Should the owner of two adjacent lots desire to build and maintain a dwelling on both lots, the side restrictions shall apply to the extreme side line of the combined lots. However, nothing herein contained shall permit the erection of a duplex or other multiple family dwelling on the lots restricted by these covenants.

8. No lot shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located in the rear of any dwelling.

9. Joseph DeMarco, Developer, or its transferors or assigns reserves the right to make any road or other improvements abutting on said property, to change the present road or other street grades, if necessary, without liability to the purchasers, their heirs, and assigns for any claims for damages; and further reserves the right to change or modify the restrictions on any property in said subdivision.

10. No farm animals shall be kept or maintained on any residential building lot and not more than two domestic animals may be kept or maintained on any residential building lot. Furthermore, the construction, operation, or maintenance of any place for caring for or raising stock or other animals for commercial purposes is hereby prohibited and no such building shall be constructed, maintained, or operated for this purpose on any lot in this subdivision.

11. In the event Joseph DeMarco dies or becomes incapacitated, the owners of a majority of the lots in Dearing Downs, Fifth Sector, by an instrument in writing signed by a majority of the owners of such lots, may appoint a committee of three of their number to perform all of the functions and exercise all of the rights, duties and powers hereby vested in Joseph DeMarco.

12. No signs shall be permitted on any lots, except for "For Sale" or "For Rent" signs, which shall be no more than 18" by 24". Signs erected by Joseph DeMarco, Developer, or its designated representative shall be exempt from this provision.

13. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rear most portion of any dwelling house, except these specifically approved in writing by the Architectural Control Committee.

14. No mail or paper box shall be placed upon any lot unless the type and form of the same is approved by the Architectural Control Committee.

15. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

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

17. 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 incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

18. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

19. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

20. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways 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 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. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 25 years from July 1, 1986, at which time said restrictions and limitations shall be automatically extended for successive period of ten years, unless by a vote or a majority of the then owners of lots it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, of any of them, or their assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute at any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues from such violation.

Invalidation of any one of these covenants by judgment or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

These covenants are subscribed to on this the 8th day of July, 1986.

Joseph DeMarco
Joseph DeMarco, Developer

STATE OF ALABAMA
COUNTY OF Jefferson

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph DeMarco, whose name is signed to the foregoing instrument, and who is known to me, on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and seal this the 8th day of July, 1986.

Carolyn Diane Blue
Notary Public

My Commission Expires: 5-2-89

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1986 JUL 14 AM 10:44

Thomas A. Henderson
JUDGE OF PROBATE

1. Deed Tax \$ _____
2. Mtg. Tax _____
3. Recording Fee 7.50
4. Indexing Fee 1.00
TOTAL 8.50

