

GENERAL COVENANTS, RESTRICTIONS AND EASEMENTS

MAR-WOOD 2nd Sector

Whereas the J-MAR Development, Inc. is desirous of establishing certain building restrictions and limitations applicable in said second sector of MAR-WOOD as recorded in Map Volume 10, Page 16, Probate Office, Shelby County, Alabama.

The following protective covenants, easements and restrictions are herewith placed on all lots in the 2nd Sector of MAR-WOOD Sub-division.

1. Residential Use. No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling.
2. Floor Area. No single family dwelling shall be constructed on any lot containing less than 1600 square feet of heated and air conditioned interior floor space, exclusive of porches, garages and carports, on the main floor of a 1 story dwelling. For a 1 1/2 story dwelling, the main level must contain a minimum of 1200 square feet and 500 square feet in the half story. For a 2 story dwelling, a minimum of 1000 square feet on 1st and 2nd levels. No single family dwelling shall be less than 50 feet in length, including garages and carports.
3. Setbacks. All authorized structures shall comply with the following minimum setback requirement: (a) 35 ft. to the front street line, except as shown on recorded plat. (b) 10 ft. to any side lot line. (c) 25 ft. to any rear lot line.
4. Temporary Structures. (A) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be placed on any lot at any time as a residence either temporarily or permanently. (This rule shall exclude developer during development and sale of lot(s).)

(B) No boats, boat trailer, horse trailers, campers or similar equipment or vehicle shall be parked or stored on any road, street, driveway, front yard or side yard or lot located in the sub-division for any period of time, except in garages or rear yards.
5. Garbage and Refuse Disposal. No lot shall be used or maintained as dumping ground for rubbish, trash, garbage. All other waste shall be kept 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.
6. Lot Maintenance. Each owner of any lot shall at all times keep and maintain said lot and improvements in a clean, orderly and attractive condition, maintaining and repairing the residences promptly as conditions require.
7. Easements or Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Each lot owner shall also be responsible for the drainage of all surface water on each lot so that the use of the adjacent property is not adversely affected.
8. Sight Easements. No fence, wall, tree, shrub or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having a clear, open and safe scope of vision at any intersection, corner or other adjoining street, or to obstruct passage of public right-of-way.
9. Pets. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that of dogs, cats or other household or domestic pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose or purposes. In addition hereto, no dog, cat or other household pet or domesticated animal shall be allowed to run loose except and unless said animal be constrained by leash, rope or other similar device to impair the unrestrictive movement of the animal through the neighborhood.
10. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot. One sign of not more than five square feet advertising the property for sale or rent, or a sign used by builder to advertise the property during the construction and sale period.

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4525 Valleydale Rd.
B'ham, AL 35243

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- 11. Nuisances. No noxious or offensive activities shall be carried on upon any lot, nor shall anything thereon be done which may be or may become an annoyance or nuisance to the neighborhood or neighboring or adjacent lots.
- 12. No garage or carport shall open to the front.
- 13. Architectural Control. No building and/or fence shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure and/or fence have been approved by the Architectural Control Committee, its designated representative or successor, as to quality of workmanship and material, design and color with existing structure and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot until similarly approved. All approved fence in the front of any structure must be of wood.
- 14. Front yards are to be sodded except for natural areas; side yards and back yards to be seeded or sodded.
- 15. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years, from the date of these covenants, after which time said covenants shall automatically extend for a successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
- 16. Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions or covenants which shall remain in full force and effect.

In witness whereof the said J-MAR Development, Inc., a corporation, by James Ray Martin, its president, who is duly authorized to execute this instrument, and who has hereto set his signature this the 5th day of August, 1986.

J-MAR Development, Inc.

By James Ray Martin
James Ray Martin, President

State of Alabama
Shelby County

I, the undersigned notary public, in and for said county in said State, hereby certify that James Ray Martin whose name as president of J-MAR Development, Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that being informed of the contents of this instrument, he as such office and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 5th day of August, 1986.



Sherry D. Leonard
STATE OF ALABAMA
Notary Public
My commission expires 7/17/88

1986 AUG -5 PM 2:07

Thomas W. Snowden, Jr.
JUDGE OF PROBATE

RECORDING FEES	
Recording Fee	\$ <u>5.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>6.00</u>