

STATE OF ALABAMA)

SHELBY COUNTY)

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS

MOUNTAIN OAKS

Whereas, the undersigned owner, MOUNTAIN OAKS DEVELOPMENT CO., An Alabama Partnership, composed of JERRY LUCAS and CHARLES R. SAUNDERS, is desirous of establishing covenants, restrictions, and limitations applicable to all property owned by the undersigned and described in Exhibit "A", attached hereto and incorporated herein by reference.

W I T N E S S E T H:

NOW, THEREFORE, the undersigned does hereby adopt the following restrictions and limitations:

1. Said property shall be used for residential purposes only. Only one single family dwelling may be erected on each parcel of property, and occupied by a single family only.

2. No more than one outbuilding such as a barn or stable, except for well or pump house shall be erected.

3. No building may be erected closer than 75 feet from the front property line, or closer than 35 feet from any side or back property line.

4. No house shall be constructed of less than 2400 total square feet. The first floor area of the main dwelling, exclusive of open porches and garages, shall not be less than 2400 square feet in the case of a one story structure, not less than 1600 square feet in the case of a one and one-half, two or two and one-half story structure.

5. No building shall be erected except for the personal use of the property owner.

6. All septic tanks must be of an approved kind, such tanks together with adequate field lines must be completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 50 feet of an adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property.

7. Each lot owner shall be responsible for his own water supply. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.

8. No property may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one horse per acre and

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2105 Old Montgomery Hwy
Pelham, AL 36864

dogs, cats, or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

10. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision; concrete unfinished block materials, asbestos shingles, sheetrock, and imitation asphalt brick.

11. No trailer, basement without finished superstructure, tent, or any temporary structures shall at any time be used as a residence, temporarily or permanently.

12. No boat, trailer or other vehicle of similar nature shall be parked on any property nearer the front of the property than the rearmost portion of any dwelling house. No unusable vehicle shall be allowed to be stored on any property.

13. No residential structures shall be moved onto any property. No mobile modular or factory constructed housing allowed.

14. After start of construction of any superstructure, said superstructure shall be completed within 180 days.

15. It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of twenty-five years from 1986 at which time said restrictions and limitations shall be automatically extended for successive periods of five years, unless by a vote of a majority of the then owners of the adjoining property agree in writing to change said restrictions and limitations in whole or in part.

16. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning adjoining property to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either prevent him from doing so or to recover damages or other dues from such violations. Invalidation of any one of these covenants by judgment or court order shall in wise affect any of the other provisions which shall remain in full force and effect.

17. All of the said restrictions and limitations shall constitute a covenant running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions herein above set out.

18. No building structure, driveway, walkway, landscaping, fence or other improvements shall be erected, placed or altered on any lot in the subdivision until construction plans and specifications, and a plan showing the location of the structure and all other improvements on the lot have been approved in writing by the architectural control committee.

19. An architectural control committee of Charles R. Saunders and Jerry Lucas shall have the right to approve or disapprove all buildings and structures, including the location of the same and the location of the driveways, walkways, landscaping, fences and any and all other improvements to be erected on any of said lots. In the event of the death or resignation of either of the above-named members, the remaining member shall have the authority to designate a successor to such member.

20. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

21. In the event the architectural control committee fails to approve or disapprove the plans for erecting any buildings, structures, walks, landscaping, driveways or other improvements on any of said lots within 30 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval shall not be required and these covenants shall be deemed to have been fully complied with.

22. If any person shall violate or attempt to violate any of the covenants and restrictions contained herein, it shall be lawful for any person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from doing so again or to recover any damages for such violation. It being understood that this right extends not only to the present owners of said subdivision lots but also to any future lot owners.

IN WITNESS WHEREOF, Mountain Oaks Development Company has hereunto set its hand and seal this the 14th day of January, 1987.

MOUNTAIN OAKS DEVELOPMENT COMPANY
An Alabama Partnership

By: Jerry Lucas
Jerry Lucas, Partner

By: Charles R. Saunders
Charles R. Saunders, Partner

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jerry Lucas and Charles R. Saunders, constituting all the partners of Mountain Oaks Development Company, An Alabama Partnership, are signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, they, as such partners and with full authority, executed the same voluntarily for and as the act of said Mountain Oaks Development Company.

Given under my hand and official seal, this the 14th day of January, 1987.

(SEAL)



Byron C. Latham
Notary Public

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1987 JAN 16 AM 10:27

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

Rec'd 7.50
Jud 1.00
8.50