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COVENANTS & RESTRICTIONS

COUNTRY HILLS SUBDIVISION

SHELBY COUNTY, ALABAMA

DEVELOPER: HOWARD GREEN

1. That said property shall be used for residential purposes only and not for any purposes of business or trade, and that no more than one single family dwelling house may be erected on each residence lot and said dwelling is not to exceed 2½ stories in height.
2. No lot shall be sold or allowed to be sold for the purposes of extending any public or private road or street, or for the purpose of opening any road or street, except by written consent of owner, its successors or assigns.
3. No building shall be erected or allowed to remain on any residential lot in said subdivision within 50 feet of the front property line or within 30 feet on any side property line of said lots.
4. Exposed exterior walls composed of the following material shall be prohibited from this subdivision: concrete unfinished block materials, asbestos shingles, sheetrock or other similar materials and imitation asphalt brick.
5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
6. No trailer, basement without finished superstructure, tent, or any temporary structures erected on lots in the subdivision hereinabove mentioned, shall at any time be used as a residence, temporarily or permanently.
7. The heated finished floor area of any residential structure shall be no less than 1400 square feet exclusive of open porches, breezeways, carports or terraces.
8. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of any dwelling house, except split rail fences as approved by Architectural Control Committee.
9. No signboard of any description shall be displayed on any residential lot with the exception of "For Sale" or "For Rent" signs, which signs shall not exceed two feet by three feet, except signs erected by the owner.
10. No residential structures shall be moved onto any lot.

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35115

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11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.
12. The owner reserves the right, along with its successors and assigns, to grant rights of way to use said streets to any person, firm or corporation for the purposes of erecting thereon and installing thereon and installing thereover such poles, wires, guy wires, pipelines and other equipment and apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electrical, telephone, water, sewer and gas service, including but not restricted to the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on said streets or ways.
13. After start of construction of any superstructure, said superstructure shall be completed within 120 days.
14. Front and Rear yards may be seeded.
15. All superstructures will have wooden windows.
16. All homes are to be constructed under "Good Cents" guidelines
17. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after 10 days written notice) and will be charged to the contractor (or Owner) at a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity.
18. All houses shall use standard Country Hills design for the mailbox as per Architectural Control Committee.
19. No carport shall be open to the main street.
20. Prefabricated fireplaces and chimneys visible from the street shall be within the house or rest on a foundation wall.

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21. No oil drilling, oil development operation, 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.
22. Outside air conditioning units may not be located in the front yard, only on the side or rear as required.
23. No plumbing or heating vent shall be placed on the front of house, only on the side or rear as required.
24. Construction to began within 1 year of purchase of all lots.

ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

- A. The Architectural Control Committee is composed of

Howard Green, Marie Hurt, Mike Romano

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant.

- B. All plans for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and shall require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner and returned to the Committee for retention.

- C. Any remodeling, reconstruction, alterations or additions to the interior of an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

- D. One set of prints of the drawings (herein referred to as "plans") for each house or other structure proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the Committee. The plans submitted to the Committee shall be retained by the Committee. All plans must include the following and be submitted 10 days prior to the beginning of construction:
1. An accurately drawn and dimensional plat plan showing all building set-backs, easements, drives, and walks.
  2. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete.
  3. All plans must include summary specifications or a list of proposed materials and exterior color selections. Samples of exterior materials which cannot be adequately described on the plans or materials with which the Committee is unfamiliar must be submitted with the plans.

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4. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes of Section 3E hereof.

E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove submitted plans and specifications have been submitted to it, within ten business days after receipt of the same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.

F. Neither the Committee nor any architect or agent thereof nor the developer shall be responsible to check for any defects in any plans or specifications 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 and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness of any structure to be erected upon any lot in the subdivision.

Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

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These covenants are subscribed to on this the 10<sup>th</sup> day of Feb., 1988.

Howard Green  
HOWARD GREEN, Developer

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Howard Green, Developer, 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, with full authority executed the same.

Given under my hand and official seal this 10<sup>th</sup> day of Feb 1988.

James Smith  
Notary Public My Commission Expires November 25, 1991

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STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED  
88 FEB 10 PM 3:04

James A. Snowden, Jr.  
JUDGE OF PROBATE

RECORDING FEES

Recording Fee	\$ <u>15.00</u>
Index Fee	<u>1.00</u>
TOTAL	\$ <u>16.00</u>