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DECLARATION OF PROTECTIVE COVENANTS AND EASEMENTS
OF THE COTTAGES AS RECORDED
IN MAP BOOK 12, PAGE 19, PROBATE OFFICE
OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)
JEFFERSON COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned Marie Awtry Enterprises, Inc., an Alabama Corporation (hereinafter referred to as "developer") is the owner of all of the lots described in the survey of The Cottage as recorded in Map Book 12, Page 19, in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned desires to subject said property and each lot located in said property described to the conditions, limitations, restrictions and easements hereinafter set forth,

NOW, THEREFORE, the undersigned do hereby expressly adopt the following protective covenants, conditions and limitations for said property described hereinabove, to-wit:

That said property and each lot located in said property described herein shall be and the same are hereby subject to the following conditions, limitations, restrictions and easements.

1. EXCLUSIVE RESIDENTIAL USE, IMPROVEMENTS AND EASEMENTS

A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively.

B. No structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than one single family dwelling not to exceed two stories, or 25 feet in height.

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C. Notwithstanding anything to the contrary herein, the undersigned developer or their assigns shall be permitted to construct and maintain on one lot only a structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or their assigns.

D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.

E. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding.

F. PARTYWALLS. Each wall which is built as a part of the original construction upon the lots, and placed on the dividing line between the lots shall constitute a partywall, and to the extent not inconsistent with the provisions of this section, the general rule of law regarding partywalls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost of reasonable repair and maintenance of any such partywall shall be shared by the owners who make use of the wall in equal proportions.

If a partywall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in any equal proportion.

Notwithstanding any other provisions of this paragraph, any owner who by his negligent or willful act causes the partywall to be exposed to the elements in such a manner as to cause damage thereto shall bear the entire cost of furnishing the necessary protection against such elements, together with any and all costs associated with the repair or restoration of such partywall occasioned by such exposure.

The right of any owner to contribution from any other owner under this paragraph shall be appurtenance to the end and shall pass to such owners and successors in title.

G. Residential dwellings located on lots in the subdivision will share a common roof in clusters of four, five and six dwellings per common roof. The cost of repair, maintenance and upkeep of the common roof will be shared in equal proportions by those lot owners in a cluster which share the common roof.

Any dispute over payment or reimbursement for the repair, replacement, maintenance and upkeep of the common roof by owners in a cluster will be governed by the provisions applicable to partywalls as set out in paragraph F. above. There is also granted cross-construction easements to each lot in a cluster sharing a common roof for repair, maintenance and upkeep of eaves and overhangs.

2. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserve the right (after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the undersigned detracts from the overall beauty and safety of the Subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned developer and builders or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

D. No noxious 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.

E. 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

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other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

G. No structure of a temporary character, trailer, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy issued by Shelby County or other appropriate governmental authority.

H. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than six square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. This provision shall not apply to the developer or builders or their assigns during the sales period (signs shall be on one by two stakes and not on trees).

I. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months. Construction must begin in 12 months or developer may buy back at current appraised value.

J. Outside air-conditioning units may not be located in the front or any required side yard on corner lot.

K. No fencing shall extend nearer the street than the rear line of the house on interim lots and nearer the street than set back lines and the rear line of the house on corner lots.

L. No shrubs or trees shall be planted on street corners that will impede view of sight of pedestrians or automobiles.

M. No automobiles will be stored on any lot or kept on blocks unless in the basement of a structure.

N. No satellite or microwave dishes, radio or television antennas shall be permitted on any lot in the subdivision.

O. No walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property in front of the front line of residence without the express written permission of the control committee. No walls or fence in excess of six feet in height shall be erected rear of the front line of the residential dwelling without the express written consent of the control committee.

P. No foundation block shall be exposed on any structure sides, front or rear.

3. CONTROL COMMITTEE

A. All plans and specifications, including plot plans, of residences on any lot in The Cottages shall be first filed with and approved by the Control Committee before any construction is commenced. Control Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof. The Control Committee will consist of Rosemarie J. Awtrey and H. Albert Awtrey and/or assigns.

B. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Control Committee.

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

D. Neither the Committee nor any architect nor agent thereof nor the developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance

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with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

E. 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.

4. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, the undersigned or any person or persons owning any lot on said land may: (A) prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restriction, or (B) maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation. The remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.
5. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from April 28, 1989, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.
6. These covenants and restrictions may be altered only with the consent of a majority vote of lot owners and agreement of the developer.

IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument on the 29th day of April, 1988.

DEVELOPER - MARIE AWTREY ENTERPRISES, INC.

BY: Rosemarie J. Awtrey
ROSEMARIE J. AWTREY, President

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Rosemarie J. Awtrey, whose name as President of Marie Awtrey Enterprises, Inc., an Alabama corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 29 day of April, 1988.

My Commission Expires:
8-25-90

J. O. T.
NOTARY PUBLIC

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

88 MAY -6 AM 10:29

Thomas A. Saunders, Jr.
JUDGE OF PROBATE

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		<u>17.50</u>
4. Indexing Fee		<u>1.00</u>
TOTAL		<u>18.50</u>