

COVENANTS AND RESTRICTIONS FOR
LAUREL CLIFFS TOWNHOMES

Recorded in Book 209, Page 886 in the
Probate Office of Shelby County, Alabama

WHEREAS, the undersigned Nichols & Hill Construction Co., the owners of all lots in the Survey of Laurel Cliffs Townhomes, a map of which is recorded in Map Book 12, Page 35 and Map Book 12, Page 95, in the office of Probate in Shelby County, Alabama; and

WHEREAS, the lots in question are residential lots for the purposes of constructing townhomes (single family dwelling) in accordance with the zoning rules and regulations of Pelham, Alabama; and

WHEREAS, the undersigned is desirous of establishing certain restriction and limitations applicable to all lots in Laurel Cliffs Townhomes, as recorded in Map Book 12, Page 35 and Map Book 12, Page 95, in the Probate Office of Shelby County, Alabama.

NOW THEREFORE, the undersigned owner does hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said Survey of Laurel Cliffs Townhomes, which building restrictions and limitations are as follows:

1. That said property shall be used for single family residence purposes only and not for any purpose of business or trade.

2. That the dwellings which are erected on each of the said lots shall conform to the requirements of the zoning rules and regulations of Pelham, the board of Adjustment of Pelham and any improvement designed or erected on the property by the owner of approved by the owner so long as such is approved by the city of Pelham.

3. The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

4. That no temporary buildings, servant houses, garages, or other buildings shall be built and used for residence purposes prior to the completion of a dwelling house on said lots in accordances with those restrictions.

5. All buildings shall remain behind the set back lines established by the recorded map unless approved by the City Council of any appropriate Board of the City of Pelham, likewise, no building shall be added to the property without the approval of the City of Pelham Planning and Zoning Commission and City Council after title has passed from the developer and owner. The undersigned owner, his successors assigns, reserve the right to modify the building line restrictions on any lot in the said subdivision, for a period of twenty-four (24) months from the date of these recorded restrictions.

6. No outbuildings, garages and servant houses on said property shall be erected other than existing outbuilding erected by builder.

7. No fences or walls above the grade of the lot shall be erected, nor growing hedge rows planted and maintained, on said property in front of building. No fences nor walls shall be constructed on the side that shall exceed five feet in height from the improved grade by the Developer.

8. No addition to or alteration of the existing building, nor any new building, nor any other structure or sign shall or well be constructed or erected above the building or structure now standing on the land herein conveyed.

Nationwide Realtors, Inc.
Barbizon Professional Bldg.
Suite 202
3100 Larn Rd.
211 Larn Rd.

BOOK 209 PAGE 886

9. No outbuildings, buildings or garages shall be erected or begun on said property without plans, architectural designs and locations therefore having been first submitted to and approved by the undersigned owner, his successors and assigns. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion of and the written approval of the undersigned owner, his successors or assigns.

10. No horse, cow hog, or similar animal shall be kept or maintained on the property conveyed by the within deed or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon.

11. There shall be conducted or allowed on the premises no fair, exhibition, festival, show or other activity that attracts or is intended to attract, divert, or collect a large number of persons.

12. Neither grantee nor any person or persons claiming under him shall or will at any time raise the grade of any lot or lots herein conveyed above the grade established or to be established by grantor.

13. No signs, billboards, or advertising devices of any kind, except those used in any subsequent sale of the property conveyed by the within deed shall be placed or otherwise installed on any lot or building in Laurel Cliffs Townhomes.

14. All easements recorded as per the plot map are hereby adopted herein and no fences or building may be placed on the said easement.

15. The undersigned owner, his successors or assigns, reserve the right to modify, release, amend, void, transfer, or delegate all the rights, reservations and restrictions herein set forth the right to modify, release, amend, void or transfer any one or more of the said herein set forth restrictions on lots in the said subdivision.

16. It is understood and agreed that said restrictions, conditions and limitations shall attach to and run with the land for a period of 50 years from September 1, 1988, at which time the said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of the then majority of owners of the lots, it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, or any one of them or their heirs or assigns, shall violate, or attempt to violate, any of the covenants herein, it shall be lawful for any person or persons, owning real property situated in said development or subdivision to prosecute any proceedings at law in equity against the person, or persons, violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues from such violation.

17. Request for improvements by any owner, alteration or change in any lots and improvements must be submitted to an architectural committee which shall be appointed by the Owner-Developer for the first twenty-four months and thereafter by an architectural committee to be selected by all of the lot owners in the subdivision, naming a representative from each building in the subdivision or upon any other method determined by a majority of the owners in the subdivision. There shall be three (3) members of this committee.

18. The basis for disapproval of plans by the Architectural Committee shall be as follows:

- a. Failure of plans and specification to comply with any restrictions.
- b. Objection to the exterior design, style, color scheme, or materials proposed.
- c. Objection to location of structure on Parcel.
- d. Objection to parking areas proposed for Parcel relative to improvements on other Parcels in area, to incompatibility to proposed use and structure on Parcel considered.

19. The lot owners in this said subdivision shall permit any meters, utility lines or vents to encroach on their said lot (s) where such are necessary to provide all the necessary utilities to one or more of the residences in the subdivision.

The said lot owners shall not interfere with such meters or lines as the same maybe required to be installed from time to time for purposes of serving any of the residences with utilities. It shall be further permissible that any readings of these meters, maintenance of these meters and lines by the owner, his agent, or utility company's agents may be done at all normal hours without further permission. No such action shall be considered a trespass or a violation of the rights of the individual lot owner (s). Any lot owner in an emergency for health, safety, or serious damage to property shall have a temporary easement across the rear of any of the lots in the subdivision for ingress and egress to the rear of subject owner's lot provided that subject owner using said easement shall be responsible for and agree to pay any damage to the adjoining or other lots in the subdivision.

20. Each owner of a lot and dwelling in the subdivision agrees to limit parking by themselves to those spaces located on their lot. Each Purchaser-Owner likewise shall acknowledge at the time of closing that parking which is supplied shall adequately serve such owner's needs and shall not interfere with parking, ingress and egress of any adjoining or nearby lot owners.

21. Drainage flow shall not be obstructed nor diverted from drainage swales, storm sewers, and/or utility without prior written approval of the Developer. Developer may cut drainways for surface water whenever and wherever such action is necessary in the opinion of the Developer, to be necessary in order to maintain reasonable appearance and safety and health standards.

22. No lot owner or guest of any lot owner in the subdivision shall park or maintain any vehicle other than passenger automobiles, pick up trucks, vans, and motor cycles, (excluding motor homes, trailers, and boats in excess of 16 feet or commercial vehicles), along the street bordered by the subdivision nor any part of the lot otherwise.

23. No fences shall be erected on any lot or lots, except appropriate fences constructed of wood or brick material. No chain link fence of any type shall be constructed or erected on any lot or lots.

24. Acceptance and Condition and Improvements and Release for Damages. Any owner of a lot or lots with Laurel Cliffs Townhomes acknowledges that: (1) he has completely examined a copy of the Subdivision Plat and purchases subject lot (s) and improvements situated thereon with full knowledge of the information contained thereon including but not limited to size and location and size of all easements and rights-of-way, set back distances and any and all other facts which are shown or those which might be understood by a review of said Subdivision Plat, and (2) he has inspected subject lot (s) and adjoining land and improvements, and hereby accepts the same in their present condition, including but not limited to drainage, utility, installation, clearing, grading, slope conditions and conditions existing due to engineering tests and surveys, and hereby releases Laurel Cliffs Townhomes, its successors, assigns and affiliates, its representatives and agents, from any and all damages connected therewith.

25. These Restrictions which are made of record shall be amendable by the Owner-Developer, if in the opinion of the Architectural Committee or developer, that it is necessary to make amendments to better serve the overall benefits of the Subdivision. It is understood that no individual lot owners shall have the right to make such alterations nor interfere with the alterations by the Developer within the twenty-four (24) month referred to hereinabove.

26. No satellite dishes shall be erected on any lots.

27. All pedestrian easements shall not be infringed on.

28. All trash shall be placed in approved containers subject to the City of Pelham Regulations.

29. That no changes, alterations or redecorating shall be premitted to the exterior color scheme of Laurel Cliffs Townhomes; as a change in the color scheme would lessen the value of all units in the developement.

30. All window treatments, whether drapes, curtains or blinds or any other type of window treatment shall be colored white or off-white on the side facing the exterior of the unit.

31. Since two or more units have the same and continuous roof structure, if said roof is damaged and leaking to the extent that it affects unit(s) other than the unit directly below the cause of the leak, the owner of the unit below the cause of the leak, at his/her own expense, and within seventy two (72) hours of being notified by the owner(s) of the affected unit(s), weather permitting, shall repair or shall have repair the cause of said leak..

Invalidations of any one of these provisions or covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

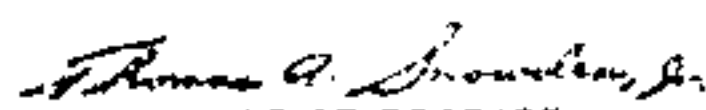

Nichols and Hill Construction, Inc. President

Sworn to and subscribed to before me on this the 19th day of October, 1988.


Notary Public

STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 OCT 20 AM 10:08


JUDGE OF PROBATE

RECORDING FEES

Recording Fee	<u>\$10.00</u>
Index Fee	<u>1.00</u>
TOTAL	<u>11.00</u>