

STATE OF ALABAMA
COUNTY OF SHELBY

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1278

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Jefferson Construction Company, Inc. is the owner of the following described lot situated in the Subdivision known as Augusta Pointe, are of Shelby County, Alabama:

Lots 1 through 23, Augusta Pointe, as recorded in the Probate Office of Shelby County, Alabama in Map Book 13, Page 9.

WHEREAS, Augusta Pointe desires to subject all of the numbered lots in the above survey to covenants, terms, conditions, restrictions and limitations hereinafter set forth.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations for said subdivision, to-wit:

That said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

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 detached single-family dwellings not to exceed two stories, 30 feet in height, and a private garage for not more than four cars, and other outbuildings incidental to and necessary for property residential use of the lot.

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

D. No building shall be located nearer than 30 feet from the front lot line, with the exception of a cul-de-sac lot which will be 25 feet from the front lot line. No building shall be located nearer than 30 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line. No building shall be located on any interior lot nearer than 30 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open decks or terraced shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

Kracke, Thompson & Ellis, P.C.

808 - 29th Street South - Suite 300
(29th Street at University Boulevard)

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E. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: 1 story houses shall have a minimum of 1500 square feet of heated area; no basement area can be considered finished area. 1 1/2 story houses shall have a minimum of 1200 square feet for the first story and 400 square feet for the second story. 2 story houses shall have a minimum of 900 square feet on each floor.

F. No more than a single-family unit shall occupy any dwelling house.

G. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

H. No aluminum siding shall be permitted to be installed on the front exterior of any structure or residential building constructed on a lot.

II. General Requirements.

A. It shall be the responsibility of each Lot Owner to prevent development or occurrence 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 reserved 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 sole 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 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 that they are not kept, bred or maintained for any commercial purposes.

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 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 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 waterway 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, or trailer, basement, 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 complete and a certificate, or other satisfactory evidence, of completion is received by and approved by the Committee.

H. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such lines.

I. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than six (6) square feet advertising property for sale or rent, or signs used by a building 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.

J. During all constructions, 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. During construction, all builders must keep the homes, garages and building sites clean. All building debris, stumps, trees, etc. must be removed from each building lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.

K. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 6 months.

L. All yards will be sodded on the front and sides except where there are landscaping shrubs and/or bark islands. Rear to be seeded and hayed and any additional area disturbed, restored to its natural state.

M. Garage doors shall not be permitted on the front of homes, except on approval of the Architectural Control Committee.

N. Outside air conditioning units may not be located in the front yard, only on the side or rear as required and landscape screened.

O. No plumbing or heat vent shall be placed on the front of house, only on the side or rear as required. All utility meters shall be located on the side or rear of the house and landscape screened.

P. No Satellite Dish shall be visible from streets.

Q. Design of all mail boxes and posts must be approved by the Architectural Control Committee. The Architectural Control Committee has a standard plan including a light bulb and photo-electric cell, which shall be used.

R. All windows shall be of wood construction. All exposed foundation walls shall be bricked or brick veneer. No aluminum, vinyl or steel siding shall be used on the front exterior and all siding shall be less than 10" (inches) in width.

III. Architectural Control Committee and Plan Approval.

A. These restrictions shall provide for an Architectural Control Committee. 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 representatives shall be entitled to any compensation for services performed pursuant to this covenant. Upon the (i) development of at least ninety percent (90%) of the lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and (ii) occupancy of said dwelling units by individual owner/tenant occupants, and then record owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its power and duties.

B. All plans for any structure or improvement whatsoever to be erected on or move upon or to any lot or lots, the exterior construction material, the roofs, and any late changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and 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 signed by the Builder or Owner, and returned to the Committee for retention.

C. Any remodeling, reconstruction, alternations 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. Said plans should be delivered to the office of Jefferson Construction Company, Inc., 601 St. Patrick Circle, Birmingham, Alabama 35210, at least ten (10) days prior to the beginning of construction. All plans must include the following: a list of proposed exterior material and color selections including exterior paint samples. 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 E. 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 which have been submitted to it, within ten (10) business days

after receipt of 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 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 and erected upon any lot in the subdivision.

G. The undersigned reserve for themselves, their successors and assigns the right to use, or dedicate to the State of Alabama and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities electric and telephone poles, wires, cable, conduits, storm sewers, sanitary sewers, conveniences or utilities on, in and over strips of land ten (10) feet in width along the rear Property line of each lot and five (5) feet in width along each side line of each lot.

H. The architectural control committee shall be composed of I.L. O'Sullivan, Jr., Carolyn Lueken and Joe Miller. Each member of the committee shall have one (1) vote and in the event of disagreement a majority vote shall control.

IV. Miscellaneous

A. Each and every covenant and restriction contained herein shall be considered to be an independence 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 set forth herein.

B. The undersigned, and only the undersigned, may include any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

C. 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, it shall be lawful for the undersigned or any person or persons owning any Lot in said subdivision: (a) to prosecute proceeding 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) to 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; provided, however, that the remedies contained in the paragraph shall be construed as cumulative of all other remedies now or hereafter provided law.

D. The covenants and restrictions set forth herein ar made for the mutual and reciprocal benefit of each Lot within the herein described subdivision and are intended to create: (1) mutual, equitable servitudes upon each Lot within such subdivision; (ii) reciprocal rights between

their respective heirs, executors, administrators, successors and assigns.

E. It is expressly understood and agreed that for a period of five (5) years from the date of recording of these protective covenants the owners of Fifty Percent (50%) or more of the lots in the subdivision may upon written notification to the remaining lot holders modify, change, delete or abolish these protective covenants. A notice of said intention to change, modify, delete or abolish said protective covenants shall be given by sending notice thereof by certified mail to the address of the owner of each lot in the subdivision.

F. It is understood and agreed that the conditions, limitations and restrictions set forth herein shall attach to and run with the land for a period of 25 years from August 18, 1989 at which time said restrictions and limitations shall be automatically extended for successive periods of ten years,

However it shall not affect the right of the owners of Fifty Percent (50%) or more of the lots to change, alter, delete or abolish their restrictive covenants.

It is expressly agreed that the owners of any lot which is offered for resale must first offer said lot and/or improvements to I.L. O'Sullivan, Jr. at the same price which they would have offered said lot and/or improvement to a purchaser. Said I.L. O'Sullivan, Jr. shall have the option to accept or reject said offer to re-purchase within seven (7) days of being notified of the sale of said property and the price at which it is being offered.

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

89 AUG 30 AM 10:40

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

JEFFERSON CONSTRUCTION COMPANY, INC.

BY:

ITS:

1. Deed Tax	\$	_____
2. Mtg. Tax		_____
3. Recording Fee		15.00
4. Indexing Fee		3.00
TOTAL		19.00

STATE OF ALABAMA]
COUNTY OF SHELBY]

I, the undersigned, a notary public, in and for said County and State, hereby certify that I. L. O'Sullivan whose name as President of Jefferson Construction Company, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument he/she as such officer, executed the same voluntarily on the day the same bears date.

Give under my hand and official seal this the 22nd day of August, 1989.

Caroline L. Jackson
NOTARY PUBLIC (S E A L)

My Commission Expires: August 21, 1993

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