

STATE OF ALABAMA)

COUNTY OF SHELBY)

RESTRICTIONS ON TWELVE OAKS SUBDIVISION

Located on the N $\frac{1}{4}$ of NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 22 Township 20 South, Range 1 West Shelby County.

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, Tom D. Bagley heretofore recorded in the Probate Office of Shelby County, Alabama, in Map Book 13, Page 44, the map and survey known as Twelve Oaks Subdivision. The following protective covenants, easements and restrictions are herewith placed on the lots in said Twelve Oaks Subdivision.

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling. One barn and one garage may also be built. Barn and/or garage to be approved and built after construction or along with construction of main residence.

1.1. Construction of single family dwelling is to be completed within one year from date of the beginning of construction.

1.2. LAKE: A separate restrictive covenant will be recorded upon the completion of the county road for the lake. No structures of any kind shall be erected on the lake unless approved by the Architectural Control Committee. No piers shall be built above or below water level equal to more than 12 feet from the engineered shoreline of the lake. Only lots contiguous the shoreline of the lake will have joint ownership and exclusive rights to the lake.

2. ARCHITECTURAL CONTROL: No building and/or fence shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure and/or fence have been approved by the Architectural Control Committee, its designated representative or successor as set out in Paragraph 14, as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot until similarly approved. In no event shall any fence, or wall be erected nearer to any street than the minimum building set back line unless specifically approved. All fences in the front of any structure must be of wood. Approval shall be as provided herein.

3. No metal windows, or rather metal framing or openings throughout structures except sliding glass doors will be allowed.

TOM D. BAGLEY
2948-DONITA DR.
BIRMINGHAM, AL.
35243

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4. BUILDING LOCATIONS: 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 set back line as shown on the recorded plat. In any event, no building shall be located on any lot nearer than 70 feet to the front lot line. No building shall be located nearer than 20 feet to the interior lot line, unless approved by the Architectural Control Committee. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

5. ANIMALS: One large animal per acre on any tract in subdivision. Any animal over 40 lbs. will be considered a large animal. Small animals other than dogs and cats must be approved by the Architectural Control Committee.

6. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easements.

7. FENCES: Only wooden fences shall be erected within the area of the 70 foot minimum building set back line referred to in Paragraph 4 herein, all fences must be approved by the Architectural Control Committee.

8. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

9. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

10. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five 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.

11. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, 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.

12. GARGAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and same shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS: 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 intersection 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. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such light lines.

14. ARCHITECTURAL CONTROL COMMITTEE: The architectural Control Committee shall be composed of those three individuals so designated from time to time by Tom D. Bagley and shall have its principal office at 2948 Donita Drive, Birmingham, Alabama 35243. Except as hereinafter provided, the affirmative vote of a majority of the membership of the Architectural Control Committee shall be required in order to issue any permit, authorization or approval pursuant to directives or authorizations contained herein.

14.1. Approval Required: No structure as defined herein shall be commenced, erected, placed, moved on to or permitted to remain on any parcel, nor shall any existing structure upon any parcel be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any parcel, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Architectural Control Committee. Such plans and specifications shall be in such form and shall contain such information, as may be required by the Architectural Control Committee, but in any event shall include a site plan of the parcel showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular parcel (including proposed front, rear and side setbacks and free spaces, if any are proposed) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the parcel.

14.2. Basis For Disapproval of Plans: The Architectural Control Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

(a). Failure of such plans or specifications to comply with any of the restrictions;

(b). Failure to include information in such plans and specifications as may have been reasonably requested;

(c). Objection to the exterior design, appearance or materials of any proposed structure;

(d). Incompatibility of any proposed structure or use with existing structures or uses upon other parcels in the vicinity;

(e). Objections to the location of any proposed structure upon any parcel or with reference to other parcels in the vicinity;

(f). Objection to the site plan, clearing plan, drainage plan or landscaping plan to any parcel;

(g). Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure;

(h). Objection to parking areas proposed for any parcel on the grounds of (i) incompatibility to proposed uses and structures on such parcel or (ii) the insufficiency of the size of parking areas in relation to the proposed use of the parcel;

(i). Failure of plans to take into consideration the particular topography, vegetative characteristics and natural environment of the parcel; or

(j). Any other matter which, in the judgment of the Architectural Control Committee, would render the proposed structure, structures or uses inharmonious with the general plan of improvement of the property or with structures or uses located upon other parcels in the vicinity.

Approval of any such plans shall terminate and be rendered void if construction is not begun within six (6) months after such approval unless such six (6) month period is extended by agreement with the Architectural Control Committee in which event the extended time period shall be applicable.

In any case where Architectural Control Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Control Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

14.3 Retention of copy of Plans: Upon approval by the Architectural Control Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Architectural Control Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

14.4. Time For Approval: In the event that the Architectural Control Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

14.5. Failure To Obtain Approval: If any structure shall be altered, erected, placed or maintained upon any parcel, or any new use commenced on any parcel, otherwise than in accordance with plans and specifications approved by the Architectural Control Committee pursuant to the provisions of this paragraph, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this paragraph, and without the approval required herein, and, upon written notice from the Architectural Control Committee, any such structure so altered, erected, placed or maintained upon any parcel in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

In fifteen (15) days after the notice of such a violation the owner of the parcel upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, Tom D. Bagley . shall have the right, through its agents and employees, to enter upon such parcel and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such owner as well as a lien (enforceable in the same manner as a mortgage) upon the parcel in question. The lien provided in this section shall not be valid as against a bona fide purchaser (or bona fide mortgagee) of the parcel in question unless a suit to enforce said lien shall have been filed in a court of record in Shelby County, Alabama, prior to the recordation among the land records of Shelby County, Alabama of the deed (or mortgage) conveying the parcel in question to such purchaser (or subjecting the same to such mortgage).

14.6. Certificate of Compliance: Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Control Committee, the Architectural Control Committee shall, upon written request of the owner thereof, issue a certificate of compliance in form suitable for recordation, identifying such structure and the parcel on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies with the requirements of the Committee. Preparation and recording of such certificate shall be at the expense of

such owner. Any certificate of compliance issued in accordance with the provisions of this section shall be prima facie evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such certificate shall be conclusive evidence that all structures on the parcel, and the use or uses described therein comply with all the requirements of this section, and with all other requirements of this restriction as to which the Architectural Control Committee exercises any discretionary or interpretive powers.

14.7. Inspection And Testing Rights: Any agent of the Architectural Control Committee may at any reasonable time or times enter upon and inspect any parcel and any improvements thereon for the purpose of ascertaining whether the maintenance of such parcel and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither the Architectural Control Committee nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

14.8. Waiver of Liability: Neither the Architectural Control Committee nor any architect nor agent thereof, nor any agent or employee of the foregoing, shall be responsible in any way for any failure of structures to comply with requirements of this restriction, although a certificate of compliance has been issued, any defects in any plans and 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 and all persons submitted any such plans and specifications, and all persons relying thereon, agree not to sue or claim against the entities and persons referred to in this section and further agree to and do hereby release said entities and persons for any and every such cause.

15. GENERAL COVENANTS AND RESTRICTIONS: Without the prior written approval of the Architectural Control Committee:

(a). No previously approved structure shall be used for any purpose other than that for which it was originally designed:

(b). No parcel shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise:

(d). No satellite dishes or other structures shall be erected within the area of the 70 foot minimum building set back lines referred to in Paragraph 4 herein.

15.1. Animals: No animals, livestock, insects or poultry shall be kept or maintained on any parcel without the express written consent of the Architectural Control Committee except the usual household pets, these pets are not to exceed an aggregate of eight (8) animals in number except as referred to in Section 5.

15.2. Pipes: To the extent of the interest of the owners of a parcel, no water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any parcel above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

15.3. Clothes Line: No clothing or any other household fabrics shall be hung in the open on any parcel unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use unless the same are enclosed by a fence or other enclosure at least six inches higher than such hanging articles, provided such fence or other enclosure is approved by the Architectural Control Committee.

15.4. Machinery: No machinery shall be placed or operated upon any parcel except such machinery as is usual in maintenance of a private residence.

15.5. Mail Boxes: The 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 must be used.

15.6. Connection Points For Utility Service Lines: To the extent of the interests of the owner of each parcel, such owners agree to connect utility service lines (including, but not limited to, gas, water and electricity) at points designated by Tom D. Bagley.

15.7 Construction Period: With respect to each residential parcel, construction of the residential building is to be completed within one (1) year from the date of beginning construction. In addition to all other rights and remedies for breach of these restrictions, in the event this restriction is not fully complied with, Tom D. Bagley, shall have the right, but not the obligation, to repurchase the parcel for an amount not to exceed the purchase price paid Tom Bagley for the parcel without interest.

15.8. Minimum Structure and Size:

(a). One and one-half story houses must have a minimum finished living area of 1800 square feet on the first floor and 600 square feet on the second floor. No basement area is to be considered in this minimum requirement.

(b). Two story houses must have a minimum finished living area of 1200 square feet on each floor. No basement area is to be considered in this minimum requirement.

(c). Split level houses must have a minimum finished living area of 1800 square feet on the first two floors; finished area in the basement is not considered to meet this minimum.

(d). A single level house, built on full basement, crawl space or slab, must have a minimum finished living area of 1800 square feet and finished area in basement shall not be included to meet this requirement.

15.9. Driveways: All driveways must be concrete, asphalt or gravel and be side or rear drives. No front entrance, garage, or carport are allowed.

15.10. Zoning and Specific Restrictions: The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

16. EASEMENTS: Except with prior written permission from the developer or when so designated by same, or from the Architectural Control Committee, drainage flow shall not be obstructed nor be diverted from drainage swales, storm sewers and/or utility easements as designated herein, or as may hereafter appear on any plat of record in which reference is made to these covenants.

17. GENERAL

17.1. Grantee's Acceptance: The grantee of any parcel subject to the coverage of these restrictions, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Tom D. Bagley or a subsequent owner of such parcel, shall accept such deed or other contract upon the subject to each and all of these restrictions herein contained.

17.2. Indemnity For Damages: Each and every parcel owner and future parcel owner, in accepting a deed or contract for any parcel subject to these restrictions, agrees to indemnify Tom D. Bagley for any damage caused by such owner, or the contractor, agent or employees of such owner, to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines.

17.3. Severability: Every one of the provisions and restrictions herein contained is hereby declared to be independent of, and severable from the rest of the provisions and restrictions and of and from every combination of the provisions and restrictions. Invalidity by any court of any provision or restriction in this restriction shall in no way affect any of the other provisions or restrictions which shall remain in full force and effect.

17.4. Captions: The captions preceding various paragraphs and sub-paragraphs of these restrictions are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

17.5. Effect of Violation On Mortgage Lien: No violation of any of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by any subject to these restrictions as fully as any other owner of any portion of the property.

17.6. No Reverter: No restriction herein is intended to be, or shall be construed as a condition subsequent or as creating a possibility of reverter.

17.7. Duration and Amendment: The restrictions contained in these Restrictions shall run with and bind the property, shall insure to the benefit of and shall be enforceable by the Architectural Control Committee and the owner of any parcel included in the property, their respective legal representatives, heirs, successors and assigns until the 31st day of December in the year 2006, after which time said Restrictions shall be automatically extended for successive periods of ten (10) years.

18. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its seal affixed hereunto on the 26 day of January, 1990.

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

By

Tom D. Bagley
Tom D. Bagley

Rec. 22.50
Ind. 3.00
Cert. 1.00
26.50

STATE OF ALABAMA
COUNTY OF SHELBY

90 JAN 26 PM 3:33
William C. Linn
JUDGE OF PROBATE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tom D. Bagley, Developer located at 2948 Donita Dr. Birmingham, Alabama 35243, is signed to the foregoing Restrictions, and who is known to me, acknowledged before me on this day that, being informed authority, executed the same voluntarily.

Given under my hand and official seal this day 26th day of January, 1990.

Leola Linn
Notary Public