

1470

RESTRICTIVE COVENANTS

STATE OF ALABAMA)

COUNTY OF SHELBY)

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, the undersigned, DOGWOOD PROPERTIES, INC., is the owner of record of the following described real property lying and being in Shelby County, Alabama, to-wit:

Lots 25-39, Phase III Dogwood Forest as recorded in Map Book 14 at Page 46 in Shelby County, Alabama.

BOOK 296 PAGE 879

WHEREAS, the undersigned, DOGWOOD PROPERTIES, INC. (the "Developer") is desirous of establishing or placing the heretofore described tract under certain restrictive covenants to insure the use of the property for attractive purposes only to maintain the high quality and tone of the community and thereby to secure to each site owner the free and full benefit and enjoyment of his/her home site with no greater restrictions upon the free and undisturbed use of his/her site than is necessary to insure the same advantages to the other site owners.

NOTICE is hereby given that the restrictions for Lots 25 through 39, Phase III, Dogwood Forest may differ from those of adjoining properties.

NOW, THEREFORE, the undersigned does hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to each parcel sold by DOGWOOD PROPERTIES, INC. and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said of the above-described tract.

James Burgard

BOOK 296 PAGE 880

1. MINIMUM PARCEL SIZE: No parcel of land may be divided leaving any parcel less than three acres without approval from state and local health authorities.

2. LAND USE AND BUILDING TYPE: No lot shall be used except for residential, agricultural and road purposes. No residence shall have less than 1800 square feet of heated living area. No mobile, modular or factory constructed housing is allowed. All houses must be constructed of new materials. There shall be no mobile homes placed on the property. No concrete blocks may be exposed to the exterior of the building.

3. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such shall not be kept except in sanitary containers.

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

5. SIGNS: No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one 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.

6. 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 designated for use in boring for soil or natural gas shall be erected, maintained or permitted upon any lot.

7. LIVESTOCK AND POULTRY: No poultry or hogs may be kept on any lot. No animals or livestock may be commercially bred on any lot. Animals must be kept in accordance with the City of Alabaster zoning laws. Two horses are permitted on each lot. Horses must be fenced properly and fed.

8. WATER SUPPLY: No individual water supply systems shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendation of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.

9. SEWAGE DISPOSAL: No individual sewage disposal shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

BOOK 296 PAGE 881

10. SET BACK LINE: All residence and other structures must be set back a minimum of 75 feet from the front property line. Rear set back is a minimum of 50 feet and side line requirements are 20 feet minimum.

11. SET BACK-OUT BUILDINGS: No structure (in addition to the residence) may be constructed closer to the ingress and egress road than the back of the residential building.

12. DRIVEWAYS: All driveways shall be constructed of asphalt or concrete. The drive culvert diameter shall be determined by the Architectural Control Committee before installation.

13. FENCES: Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rear-most portion of dwelling house, except those specifically approved in writing by the Architectural Control Committee. Fences cannot be barbed wire but must be wood, for pasture use. Fences for children or pets may be chain link or wood.

14. SATELLITE DISHES: No satellite dish may be located in the front yard of any lot, and trees and shrubbery shall be planted so as to hide the satellite dish from view from all streets and from houses constructed on other lots.

15. STORAGE OF UNMAINTAINED BOATS, TRAILERS, AND OTHER VEHICLES: No wrecked unmaintained, or inoperable (i) vehicles, (ii) boats, or (iii) trailers shall be parked, stored or located in any locations that can be seen from any street.

BOOK 296 PAGE 882

BOOK 296 PAGE 883

16. STORAGE OF LARGE VEHICLES: No trailers or boats, either of which exceed twenty (20) feet in length, and no motor homes or camping trailers whatsoever shall be parked, stored or located in any location that can be seen from any street.

17. HVAC EQUIPMENT:

A. Outside air conditioning units may not be located in the front yard of any lot.

B. No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from roofs shall be painted the same color as the roof covering.

18. EXTERIOR OF BUILDINGS: No structure which is visible from any road or street, whether such road or street is in the front or on the side of such lot, shall contain any uncovered concrete block on its exterior.

19. GARAGES: Garage openings will not be permitted on the front of houses, unless electric automatic door closers are installed and functioning on the doors of such garages.

20. ADDITIONAL REAL ESTATE MAY BE INCLUDED: Owner reserves the right to include additional real estate under these covenants.

21. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded. After the Developer has sold and closed at least twelve (12) lots within the said subdivision, if it is the decision of the owner(s) of the majority of the lots to change

these restrictive covenants, they may do so by recording an instrument expressing their desire to effect said change.

22. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee shall be comprised of John D. Baird and at least two (2) other individuals nominated by John D. Baird. The Architectural Control Committee shall approve all proposed plans for primary residential dwellings and any out buildings within the subdivision.

23. 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 and may be brought by an owner of a parcel within the above-described tract.

24. SEVERABILITY: Invalidation of any of these covenants by judgment of court order shall in no wise affect any of the other provisions and shall remain in full force and effect.

IN WITNESS WHEREOF, the owner has hereunto set his hand and seal this the 14 day of JUNE, 1990.

BOOK 296 PAGE 884

STATE OF ALA. SHELL
I CERTIFY THIS
INSTRUMENT WAS FILED

90 JUN 20 PM 12: 28

DOGWOOD PROPERTIES, INC.

BY:

John D. Baird
JOHN D. BAIRD, PRESIDENT

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John D. Baird, whose name as President of Dogwood Properties, Inc., a corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 14 day of June, 1990.

1. Deed Tax ----- \$
2. Mig. Tax ----- \$
3. Recording Fee ----- \$ 15.00
4. Indenture Fee ----- \$ 3.00
5. Notary Fee ----- \$ 1.00
6. Copy of the ----- \$
Total ----- \$ 19.00