

GENERAL COVENANTS, RESTRICTIONS AND EASEMENTS

MAR-WOOD SUBDIVISION

SECTOR THREE

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Whereas the J-Mar Development, Inc. is desirous of establishing certain building restrictions and limitations applicable in said third sector of Mar-Wood, as recorded in Map Volume 14, Page 62, Probate Office Shelby County, Alabama.

The following protective covenants, easements and restrictions are herewith placed on all lots in the Third Sector of the MAR-WOOD SUBDIVISION.

1. MAR-WOOD SUBDIVISION will have an Architectural Control Committee, composed of the developer and owners/sellers of the land or their appointee. No building, fence, swimming pool, hot tub, tennis court, or any structure shall be erected, placed or altered on any lot until the construction plans and specifications and the plans showing the location of the structure and/or fence have been approved by the Architectural Control Committee, its designated representative or successor, as to quality of workmanship and material, design and color with existing structure and as to location with respect to topography and finished grade elevation. If a swimming pool is approved, the owner must submit a plan for the privacy fence for the pool.
2. No lot shall be used except for residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling.
3. Minimum structure sizes as to living area only are as follows:
*One level homes: a minimum of 1800 square feet.
*One and one half story homes: at least 1500 square feet on the main level and at least 700 square feet on the half story.
*Two story homes: at least 1200 square feet on the first floor and at least 1200 square feet on the second floor. ***The plans and specifications for two-story structures shall be reviewed by the Architectural Control Committee with particular attention to the visual lines, utilized to break the straight vertical look in porches, attached garages, and wings.
NOTE No one level or one and half story dwelling shall be less than 50 feet in length, excluding garages, carports, porches, eaves, and steps.
4. Setback requirements: As detailed on the recorded map.
5. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that of dogs, (2), cats (2), or other household or domestic pets may be kept, and confined, provided that they are not kept, bred, or maintained for any commercial purpose or purposes. In addition hereto, no dog, cat, or other household pet or domesticated animal shall be allowed to run loose except and unless said animal be constrained by leash, rope or other similar device to impair the unrestrictive movement of the animal through the neighborhood.
6. Temporary Structures: (A) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out buildings shall be placed on any lot at any time as a residence either temporarily or permanently. (This rule shall exclude developer during development and sale of lot (s). (B) No boats, boat trailer, horse trailers, campers, RV's or similar equipment OR VEHICLE shall be parked or stored on any road, street, driveway, front yard or side yard or lot located in the subdivision for any period of time, except in garages or rear yards.
7. Garbage and Refuse Disposal: No lot shall be used or maintained as dumping ground for rubbish, trash, or garbage. All other waste shall be kept 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.

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4525 Valleydale (1)
Blair, (AP) Rd.

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8. **Nuisances:** No noxious or offensive activities shall be carried on upon any lot, nor shall anything thereon be done which may be or may become an annoyance or nuisance to the neighborhood or neighboring or adjacent lots.
9. **Easements or Easements** for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Each lot owner shall also be responsible for the drainage of all surface water on each lot so that the use of the adjacent property is not adversely affected.
10. **Garage Openings:** Garage openings should not be visible from the street. In the case of a corner lot or a lot where the opening must be visible, the builder and/or owner shall have electric garage door openers.
11. **Mailboxes:** All mailboxes and posts must be constructed and located according to the Developer's specifications.
12. **Air Conditioner Units:** No window or thru-the-wall A/C units will be permitted.
13. **Clothes Lines:** No clothes lines of any kind will be permitted.
14. The intent is to present a traditional architectural environment. Contemporary exterior design will be discouraged. All structures shall be brick from the foundation to the eaves on the first floor. There will be no A-frame construction. The following types of exterior materials are acceptable and subject to final approval by the Committee:
 - A. Brick or Dravit (stucco).
 - B. Stone.
 - C. Wood or masonite siding, painted only - in minimal use.
 - D. Paint in soft tones not to include high gloss finishes or pure red.
 - E. All windows must be wood framed or encased. Aluminum Windows will not be permitted.
15. **ROOFS:**
 1. Must have a minimum of 6/12 pitch.
 2. No Gambrel or Mansard roofs permitted.
 3. Shingles must be neutral color or slate. No white roofing will be permitted.
16. **Signs:** No sign of any kind shall be displayed to the public view except one of not more than 5 square feet to advertise the home for sale, or builder's signs during the construction and sale period.
17. **Pipes:** No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained above the surface of the ground except for hoses and moveable irrigation pipes.
18. **Oil and Mining:** No parcel shall be used for the purposes of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.
19. **Sight Easements:** No fences, wall, tree, shrubs or bushes shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having a clear, open and safe scope of vision at any intersection, corner or other adjoining street, or to obstruct passage of public right-of-way. No mail boxes or entrance posts may be constructed in a manner which would be hazardous to the driving public, i.e., no brick mail boxes.
20. **Garbage, trash, grass clippings, debris, etc.,** taken to the street shall be in a can with lid- no plastic bags or loose debris shall be placed in the gutter or on the curb or end of driveway.
21. **Rear or Underground Electrical Distribution :** No overhead wiring will be allowed except for the rear main service to the house. T.V. and radio antennas must be attached to the rear of the house and must not be visible from the front.
NO SATELLITE DISKS WILL BE PERMITTED.
22. **Outside Lighting:** All outside lighting must be low-key, not to exceed 100 watts.
23. The purchaser of a lot shall begin construction within one year of closing on the lot sale; once construction is begun the structure shall be completed within six (6) months.

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24. Re-Purchase Option: In the event a builder/purchaser, chooses not to build on a lot, the Developer of Mar-Wood, shall have the first right of refusal to purchase the lot for the same price that the builder originally paid for the lot. In such an instance, the builder shall notify the Developer of his intention to sell the lot in writing, giving 30 days notice.

25. Lot Maintenance: Each owner of any lot and Mar-Wood homeowner shall at all times keep and maintain said property and improvements in a clean, orderly and attractive condition, maintaining and repairing the residences promptly as conditions may require.

DESTROYED OR DAMAGED STRUCTURES: Any dwelling or structures on any lot in the subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot in excess of (90) days.

26. If, after 90% of the homes on the lots have been sold, a majority of the homeowners desire to form a homeowners association they may do so to promote community integrity, maintain the entrance after the development is complete and for other purposes as defined by the group.

27. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty (20) years, from the date of these covenants after which time said covenants shall automatically extend for a successive period of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions or covenants which shall remain in full force and effect.

In witness whereof, the said J-MAR DEVELOPMENT, INC., a corporation, by James Ray Martin, its President, who is fully authorized to execute this instrument, and who has hereto set his signature this 6 day of Aug, 1990.

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STATE OF ALABAMA
SHELBY COUNTY

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

90 AUG -6 AM 9:08

James A. Johnson, Jr.
JUDGE OF PROBATE

J-MAR DEVELOPMENT, INC.

BY:

James Ray Martin
JAMES RAY MARTIN, PRESIDENT

I, the undersigned notary public, in and for said county in said State, hereby certify that JAMES RAY MARTIN, whose name as President of J-MAR DEVELOPMENT, INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that being informed of the contents of this instrument, he as such office and with full authority, executed the same voluntarily for and as such office and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 6th day of August, 1990

Kathy K. Hamilton
NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/12/92

I hereby certify that I have received and read the covenants and restrictions for MAR-WOOD, SECTOR THREE, and I agree to abide by all such restrictions.