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STATE OF ALABAMA)

COUNTY OF SHELBY)

19.8

EAGLE POINT COVENANTS

(RESIDENTIAL)

DECLARATION OF PROTECTIVE COVENANTS

RESTRICTIONS AND EASEMENTS,

FOR

EAGLE POINT SUBDIVISION (RESIDENTIAL)

Whereas EAGLE POINT ASSOCIATES is desirous of establishing certain building restrictions and limitations applicable in Eagle Point Subdivision as recorded in Map Volume 14, Page 114 Probate Office Shelby County, Alabama.

The following protective covenants, easements and restrictions are herewith placed on all lots zoned E-2 in Eagle Point Subdivision except lot #1 which shall be a part of Eagle Point Golf Club, Inc.

BOOK 329 PAGE 434

1. ARCHITECTURAL CONTROL COMMITTEE: Eagle Point Subdivision will have an Architectural Control Committee, composed of the developer of the land or their appointees. At the Developer's sole discretion, it may transfer the power to appoint Architectural Control Committee members to those members currently serving and their successors. No building, fence, swimming pool, hot tub, tennis court, or any structure shall be erected, placed or altered or grading or clearing for same commenced on any lot until the construction plans and specifications and the plans showing the location of the structure and/or fence have been approved in writing by the Architectural Control Committee, its designated representative or successor, as to quality of workmanship and materials, harmony or external design and color with existing structure(s) 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. The Architectural Control Committee shall undertake only to review plans and specifications for the purpose of aesthetic approval and promotion of architectural harmony within the subdivision. No approval by the Architectural Control Committee shall be construed as approval of building or site engineering and structural integrity or soundness of any structure.

2. SHELBY COUNTY FEES: No construction on any lot shall be permitted or commenced until such time as all sewer impact fees and connection costs shall have been paid to Shelby County, Alabama by the Lot Owner.

3. USE OF PROPERTY: 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 detached single family dwelling.

4. MINIMUM STRUCTURE SIZES: Minimum structure sizes as to heated living area only excluding basements are as follows:

- One level homes: a minimum of 2,200 square feet
- One and one-half story homes: at least 1,600 square feet on the main level and at least 800 square feet on the half story
- Two story homes: at least 1,300 square feet on the first floor and at least 1,300 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 as in porches, attached garages and wings.

5. SETBACK REQUIREMENTS: As detailed on the recorded map.

6. RIGHT-OF-WAY OBSTRUCTIONS: No permanent obstructions shall be placed within the right-of-way, i.e. brick mail boxes.

7. ANIMAL RESTRICTION: No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except that of dogs, cats, 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.

8. 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 not apply to builders or developers 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.

9. GARBAGE AND REFUSE DISPOSAL: No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot except temporarily for collection. 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 of other appropriate material as not to be visible from any road within sight distance of the lot at any time except during refuse collection. 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.

10. **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.

11. **UTILITY AND DRAINAGE EASEMENTS:** 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.

12. **GARAGE OPENINGS:** Garage openings shall not be visible from the street; provided that in hard ship cases the Architectural Control Committee may, at its sole option, approve exceptions but in such cases the builder and/or owner shall have electric garage door openers.

13. **MAILBOXES:** All mailboxes and posts must be approved as to construction and location by the Architectural Control Committee.

14. **AIR CONDITIONER UNITS:** No window or thru-the-wall air conditioner units will be permitted.

15. **CLOTHES LINES:** No clothes lines of any kind will be permitted.

16. **STRUCTURE, DESIGN AND MATERIALS:** All structures shall be of traditional design. 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 - in minimal use
- D. All windows must be wood framed or encased. Aluminum windows will not be permitted.
- E. All yards must be sodded in front and sides of structure, except in natural areas.

17. SIGNS: No sign of any kind shall be displayed to the public view except one of not more than five (5) square feet to advertise the home for sale, or builder's signs during the construction and sale period.

18. 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.

19. OIL AND MINING: No parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

20. 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.

21. UNDERGROUND ELECTRICAL DISTRIBUTION: No overhead wiring will be allowed. Television, radio antennas and satellite dishes must not be visible from the street.

22. LOT MAINTENANCE: Each owner of any lot and Eagle Point 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. The Developer or the Committee shall have the right (after ten (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 option of the Developer or Committee, 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 Developer or its assigns during the sales and development period, such sales period to extend until the last lot is sold by the Developer.

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 ninety (90) days.

23. PROPERTY OWNERS ASSOCIATION: A Property Owners Association will be formed at a time at the option of the Developer, to promote community integrity, maintain the entrance and right-of-ways and

for other purposes as defined by the group. The Association shall have the right to assess each parcel of land for the maintenance of right-of-way landscaping and other cost agreed to by two-thirds of the "property owners". Each owner by acceptance of a deed for any of the property shall be a member of the Association and is deemed to covenant and agree to pay to the Association charges as herein provided. These charges together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made.

24. AMENDMENT:

A. Amendment by Developer. The Developer reserves the right to unilaterally amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto, provided, however, that this right of unilateral amendment is subject to the limitations set forth in Paragraph 24C hereof and provided, further, that this right of unilateral amendment shall expire after all lots have been sold to owners other than the Developer, after which time this Declaration may be amended only in the manner set forth in Paragraph 24B below.

B. Amendment by Association. Any amendment must be approved by the affirmative vote of two-thirds (2/3) of the owners in writing in order for such amendment or amendments to become effective. The original or executed copy of such amendment or amendments shall be recorded in the office of the Judge of Probate of Shelby County, Alabama, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording information which identifies the Declaration.

C. Restrictions on Amendment.

(1) No amendment shall materially adversely affect the right of any owner or particular group of owners, unless such owner or all owners so adversely affected shall consent thereto.

(2) No amendment shall materially adversely affect the rights and priorities of any mortgagees holding a mortgage of record on any lot or change the provisions of this Declaration with respect to said mortgages, unless all mortgagees of record so adversely affected shall consent thereto.

(3) No amendment shall be made to this Declaration so long as the Developer owns any lot, unless the Developer shall consent thereto. Such consent may be withheld by the Developer in its sole and unrestricted discretion.

25. COVENANT TERM AND ENFORCEMENT: 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. If any persons shall violate or attempt to violate any such restrictions or covenants, it shall be lawful for the Developer, the Committee, or any person or persons owning any lot in the Subdivision: (A) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenants 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 any such violation: and (C) The party bringing such action, if successful, shall also be entitled to recover his cost of such litigation including a reasonable attorney's fee. The remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

26. **SEVERABILITY:** 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 EAGLE POINT ASSOCIATES, an Alabama general partnership, have hereto set their signatures this 18th day of September, 19 90.

ATTEST:

Pauline Rucka

ATTEST:

Pauline Rucka

EAGLE POINT ASSOCIATES

EAGLE POINT ASSOCIATES, INC.

BY: *A. Myron Harper*
A. Myron Harper, Treasurer

ARLINGTON PROPERTIES, INC.

BY: *Frank A. Nix*
Frank A. Nix, President

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

91 FEB 14 PM 3:39

Thomas A. Johnston, Jr.
JUDGE OF PROBATE

1. Deed Tax	—	—
2. Mtg. Tax	—	—
3. Recording Fee	—	15.00
4. Indexing Fee	—	3.00
5. Notary Fee	—	—
6. Certified Fee	—	1.00
Total	—	19.00