

STATE OF ALABAMA)

SHELBY COUNTY)

1621

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into on this the 3rd day of April, 1991, by Merchants & Planters Bank (hereinafter referred to as "Declarant") and Laura Lou Leighton, Michael L. Rowland, Marilyn R. Rowland, Rickie L. Sauer, and Penny Louise Sauer.

W I T N E S S E T H:

Declarant and Laura Lou Leighton, Michael L. Rowland, Marilyn R. Rowland, Rickie L. Sauer, and Penny Louise Sauer, are the owners of all of the lots located in the First and Second Sectors of Shoal Creek Highlands Subdivision, the maps of which are recorded in Map Book 13, pages 39 and 40 in the Office of the Judge of Probate of Shelby County, Alabama, (hereinafter sometimes referred to as the "Subdivision"). The lots within the Subdivision may sometimes hereinafter be referred to as the "Lots" or individually as the "Lot." Declarant and Laura Lou Leighton, Michael L. Rowland, Marilyn R. Rowland, Rickie L. Sauer, and Penny Louise Sauer have determined to impose certain covenants and conditions upon the Subdivision and the Lots therein which shall be binding upon the Subdivision and the Lots therein and the subsequent owners and occupants thereof.

NOW THEREFORE, Declarant and Laura Lou Leighton, Michael L. Rowland, Marilyn R. Rowland, Rickie L. Sauer, and Penny Louise Sauer hereby covenant and declare that the Subdivision and the Lots located therein shall from henceforth be subject to the declarations, covenants, restrictions and conditions as follows:

1. Residential Use.

(a) With respect to each lot located in the First Sector of the Subdivision, no structure shall be erected, altered, placed, or permitted to remain on the Lot other than one (1) detached single-family dwelling, not to exceed two and one-half (2-1/2) stories in height, and a private garage for not more than two (2) cars. Special permission may be granted by the Architectural Control Committee (as same is established elsewhere in this instrument) for the construction of an upstairs or downstairs, non-rental, apartment in an owner-occupied dwelling.

(b) With respect to each Lot in the Second Sector in the Subdivision, no structure shall be erected, altered, placed, or permitted to remain on any Lot other than one (1)

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single-family attached or detached dwelling, not to exceed one (1) story in height, exclusive of basement or attic areas, and a private garage for not more than two (2) cars. Special permission may be granted by the Architectural Control Committee referred to above for the construction of an attic or basement, non-rental, apartment in an owner-occupied dwelling.

2. Architectural Control Committee. Declarant and Laura Loy Leighton, Michael L. Rowland, Marilyn R. Rowland, Rickie L. Sauer, and Penny Louise Sauer hereby establish an Architectural Control Committee (hereinafter referred to as the "Committee"). The Committee shall be initially composed of three (3) members, each of whom shall be appointed by the Declarant. The membership of the Committee shall be controlled by the Declarant until the expiration of one (1) year after the date on which Declarant has conveyed all of the Lots within the Subdivision or until such earlier time as Declarant might elect in writing. Until said time, any member of the Committee may be removed and replaced at the discretion of the Declarant. Subsequent to said time, the membership of the Committee shall be determined by the owners of a majority of the Lots in the Subdivision, each lot to carry one (1) vote. Provided, that subsequent to the termination of control thereof by Declarant pursuant to the terms of this paragraph, the Architectural Control Committee shall remain inactive and shall have no force or authority until such time as the owners of Lots in the Subdivision shall elect new members to the Committee. Such election shall be effectuated by a written instrument executed by the then-owners of record of a majority of the votes casted by lot owners in the Subdivision, which shall be recorded with the Office of the Judge of Probate of Shelby County, Alabama. At all times, at least one of the three (3) members of the Architectural Control Committee shall be an owner of a Lot in Section One of the Subdivision.

3. Approval of Plans and Specifications. No improvement, including residential dwellings, fencing, carports, or garages shall be constructed or altered in any manner on any Lot within the Subdivision until the architectural design, building plans, specifications, and plot plan showing the location of all improvements on the Lot shall have been submitted to and approved by the Committee in writing. Upon the completion of the construction of any such improvements, the exterior appearance of same may not be altered, whether by change in color, size, or otherwise, until any such alternation has been approved by the Committee. Any requests for approval pursuant to this paragraph shall be submitted to a representative designated by the Committee. Such requests shall be in writing and shall include the building plans, specifications, plot plan, architectural rendering, and such other information as the Committee might require, together with the name and address of

the maker of the request and the legal description of the Lot affected by the request. The Committee shall, within thirty (30) days thereafter, meet to consider the request and give its response thereto. Any such request not approved or disapproved in writing by the Committee within thirty (30) days after the submission of same to the Committee shall be deemed approved. A request shall be deemed to have been made upon delivery of the same in writing to the Committee's designated representative together with the information required under this paragraph. Any approval or disapproval by the Committee shall be deemed to have been delivered to the requesting party upon same having been either delivered in person to the requesting party or deposited in the United States mail addressed to the requesting party at the address given in the request.

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All decisions of the Committee with respect to approvals or disapprovals under this paragraph shall be made by the majority vote of those in attendance at a duly called meeting. In considering the approval or disapproval of any proposals submitted the Committee, the Committee shall be entitled to consider the architectural design and aesthetics of the proposal and the conformity and harmony thereof with any existing or planned structures in the Subdivision, together with the location of the proposed improvements with respect to the topography of the Lot and finished ground elevation. The Committee shall not be required to approve any particular architectural design nor shall the Committee be bound to limit the architectural design of any improvement which the Committee might determine to approve based upon any prior approvals or disapprovals made by the Committee.

If the construction of improvements on any Lot in the Subdivision is commenced and if no suit is filed to enjoin the erection of such improvements or if alterations to existing improvements are commenced and no suit is filed to enjoin the making of such alterations prior to the completion of any improvements or alterations, the approvals required pursuant to this paragraph shall be deemed to have been given, provided that the improvements and the alterations thereto are otherwise in conformity with all of the other terms, restrictions, and conditions as set forth in this instrument.

Neither the members of the Committee nor any designated representatives thereof shall be entitled to any compensation for their services as members of the Committee pursuant to this covenant.

4. Underground Utilities. There shall not be erected on or across any portion of the Subdivision any overhead wires, poles, or overhead facilities of any kind for electrical, television, cable television, or any other utility service

(except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave the Subdivision). The owners of any Lots located within the Subdivision shall not erect any such above ground utility facilities nor shall they grant to any person, firm, or corporation the right, license, or privilege to erect any above ground utility facilities. Nothing in this paragraph shall be construed to prohibit overhead street lighting or ornamental yard lighting where serviced by underground wires or cables.

5. Building Line Restrictions.

(a) In the First Sector of the Subdivision, any portion of any building erected shall not be located nearer to the front lot line nor nearer to the side street line than thirty-five (35) feet nor more than seventy (70) feet from either the front lot line or the side street line nor nearer than twelve (12) feet to any side lot line or a total of twenty-five (25) feet from both side lot lines nor nearer than thirty-five (35) feet to the rear lot line.

(b) In the Second Sector of the Subdivision, any attached dwelling unit erected shall not be located nearer to the front lot line or side street line than twenty-five (25) feet nor more than seventy (70) feet from either the front lot line or the side street line nor nearer than ten (10) feet to the unattached side lot line nor nearer than thirty (30) feet from the rear lot line.

(c) In the Second Sector of the Subdivision, any portion of any detached dwelling shall not be located nearer to the front lot line or side street line than twenty-five (25) feet nor more than seventy (70) feet from either the front lot line or the side street line nor nearer than ten (10) feet to any side lot nor nearer than thirty (30) feet to the rear lot line.

6. Size of Dwellings.

(a) In the First Sector of the Subdivision, each one (1) story dwelling located on any Lot must have at least 1,300 square feet of living area. Any dwelling located on any such Lot which is one and one-half (1-1/2) stories, two (2) stories, or two and one-half (2-1/2) stories must contain at least 800 square feet of living area on each full story and must each have an overall living area of not less than 1,500 square feet. For the purposes of this paragraph, "living area" shall not include porches, stoops, garages, or other similar structures.

(b) In the Second Sector of the Subdivision, any dwelling unit on any Lot located therein shall have at least

1,200 square feet of living area, exclusive of basement, attic and garage.

(c) Subject to the applicable provisions of the Zoning Ordinances of the City of Montevallo, Alabama, special permission may be granted by the Committee, as same is established elsewhere in this instrument, to deviate from the area limitations described in this paragraph.

7. Subdivision. There shall be no further or additional lots created by subdivision or otherwise within the Subdivision. The lot lines between Lots, however, may be moved and relocated by resubdivision for the purpose of increasing and decreasing the size of adjacent Lots; provided, that there shall be no additional building plots created by any such further subdivision.

8. No Temporary Structures. No trailer, tent, shack or barn may be erected in the Subdivision or any any time used as a residence on either a temporary or permanent basis. All other permanently detached structures must be approved by the Committee.

9. No Livestock. No farm animals shall be kept or maintained on any Lot, and not more than four (4) domestic pets, except tropical or subtropical fish, may be kept or maintained on any Lot.

10. Signs. No signs shall be permitted on any Lot except "For Sale" or "For Rent" signs which shall not be more than twenty-four (24) inches by thirty (30) inches and except for such signs as Declarant might deem appropriate during the period of the construction of improvements upon and the marketing of the Lots.

11. Fences. Fences may be constructed; however, prior to commencement of such construction, a plan detailing the design and location of the fences must be submitted to and approved by the Committee. The Committee shall, within thirty (30) days thereafter, meet to consider the request and give the response thereto. Any such request not approved or disapproved in writing by the Committee within thirty (30) days after the submission of same to the Committee shall be deemed approved. No boundary wall shall be constructed with a height of more than four feet and no boundary line hedge or shubbery shall be permitted with a height of more than four feet.

12. No Dumping Ground. There shall be permitted no dumping of garbage, trash, or sewage on any Lot in the Subdivision or in the storm drains within the Subdivision. Trash, garbage, rubbish, or other waste must be kept only in

sanitary containers. All equipment for the storage or disposal of any such material shall be kept in a clean and sanitary condition. The use of all or any portion of any Lot within the Subdivision for the outside storage of materials shall be prohibited, except as may be deemed appropriate by Declarant in connection with the construction of any improvements upon any of the Lots.

13. Easements. Easements affecting the Subdivision are hereby reserved, as shown on the map of the Subdivision, as same is recorded in the Office of the Judge of Probate of Shelby County, Alabama, for the installation and maintenance of sanitary sewers, storm sewers, underground electric, telephone conduits and wires, cable TV conduits and wires, water mains, or any other utility easement that Declarant might deem appropriate.

14. Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done on any Lot which may be or become an annoyance or nuisance to the owners and occupants of any Lot in the Subdivision.

15. Amendment. Anything contained herein to the contrary notwithstanding, Declarant reserves the sole and exclusive right to modify, release, or amend all of the covenants, restrictions, and conditions contained herein until such time as it has sold all of the Lots located within the Subdivision. Subsequent to the conveyance of all of the Lots within the Subdivision by Declarant, the provisions of this instrument may be modified and amended by a vote of the owners of at least two-thirds (2/3) of the Lots within the Subdivision, each Lot to carry one (1) vote. Any such modification or amendment must be in writing and filed for record with the Office of the Judge of Probate of Shelby County, Alabama. Without in any manner limiting any of the foregoing provisions of this paragraph, Declarant hereby reserves unto itself and shall have the right to, at any time at the sole discretion of Declarant, provided that Declarant is the owner of one (1) or more Lots within the Subdivision, remove, amend, void, and declare of no further effect any restriction contained in this instrument. By the acceptance of a deed conveying title to any Lot within the Subdivision, any grantee thereunder shall be deemed to acknowledge the rights of Declarant pursuant to this instrument and, more particularly, this paragraph and shall be deemed to have consented to any action which might be taken by Declarant, pursuant to this paragraph.

16. Rights Reserved by Declarant. Any provisions herein to the contrary notwithstanding, Declarant shall have the right to construct, install, and maintain on any Lot owned by Declarant a temporary sales and construction structure [and overhead utilities] which may be maintained and used only during

the period of construction of improvements by Declarant on any one or more Lots within the Subdivision. Nothing in this instrument shall be interpreted to prevent Declarant from displaying "For Sale" signs and conducting such other activity on or about any portion of the Subdivision owned by Declarant as are reasonably necessary to promote and facilitate the sale of Lots within the Subdivision by Declarant and to enable Declarant to complete the construction of dwellings and other permitted improvements upon any Lot. The rights herein reserved by Declarant shall include but not be limited to the rights to cross any roads and any areas dedicated or otherwise shown on the recorded plat of the Subdivision for utilities and other such public uses in the furtherance of the improvement of Lots within the Subdivision and the marketing thereof.

Declarant reserves the right to create easements across, under, over, about and through each Lot as necessary for utilities to serve any one or more other lots in the subdivision.

Declarant shall have the right to assign to others its rights, powers, privileges, title and interests associated in any manner with the subdivision.

17. Binding Effect and Term. The covenants and conditions herein contained shall run with the land described in this instrument and shall be binding on all parties, persons, and entities claiming under Declarant, or its successors or assigns, until the 1st day of February, 2011, at which time same shall be automatically extended for successive periods of ten (10) years unless, prior to the beginning of any such successive period, an instrument signed by the then owners of a majority of the Lots within the Subdivision has been recorded with the Office of the Judge of Probate of Shelby County, Alabama, agreeing to a change in the covenants and conditions herein contained, in whole or in part.

18. Enforcement. Enforcement of the provisions of this instrument may be by the Committee or by the owner (including Declarant) of any Lot located within the Subdivision by the filing of proceedings at law or in equity against any person, persons, firm, or other entity violating or attempting to violate same. Any party so enforcing these covenants shall be entitled to equitable relief, the recovery of damages resulting from any such violation, and a reasonable attorney's fee.

19. Invalidation. The invalidation of any of the covenants or conditions herein contained, or any part or portion thereof, by any court of competent jurisdiction shall in no wise affect any of the other provisions which shall remain in full force and effect.

20. No Reverter. No restrictions or provision herein is intended to be nor shall same be construed to be a condition subsequent or as creating any possibility of a reverter.

IN WITNESS WHEREOF, the said Merchants & Planters Bank, by its President, James A. Kelly, and Laura Lou Leighton, Michael L. Rowland, Marilyn R. Rowland, Rickie L. Sauer, and Penny Louise Sauer have hereunto set their signatures and seals this 3rd day of April, 1991.

MERCHANTS & PLANTERS BANK

By: James A. Kelly
James A. Kelly
Its President

Laura Lou Leighton
Laura Lou Leighton

Michael L. Rowland
Michael L. Rowland

Marilyn R. Rowland
Marilyn R. Rowland

Rickie L. Sauer
Rickie L. Sauer

Penny Louise Sauer
Penny Louise Sauer

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STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James A. Kelly, whose name as President of Merchants & Planters Bank, a State banking corporation, is signed to the foregoing declaration of restrictive covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration of restrictive covenants, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 3rd day of April, 1991.



Notary Public Notary Public, Alabama State At Large
My Commission Expires: My Commission Expires Jan. 23, 1993

[CORPORATE SEAL]

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Laura Lou Leighton, whose name is signed to the foregoing declaration of restrictive covenants, and who is known to me, acknowledged before me on this day that, being informed of the contents of the declaration of restrictive covenants, she executed the same voluntarily for on the day the same bears date.

Given under my hand and seal this 12th day of April, 1991.


Notary Public Notary Public, Alabama State At Large
My Commission Expires: My Commission Expires Jan. 23, 1993

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael L. Rowland and wife, Marilyn R. Rowland whose names are signed to the foregoing declaration of restrictive covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the declaration of restrictive covenants, they executed the same voluntarily for on the day the same bears date.

Given under my hand and seal this 3rd day of April, 1991.


Notary Public Notary Public, Alabama State At Large
My Commission Expires: My Commission Expires Jan. 23, 1993

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Rickie L. Sauer and wife, Penny Louise Sauer whose names are signed to the foregoing declaration of restrictive covenants, and who are known to me, acknowledged before me on this day that, being informed of the contents of the declaration of restrictive covenants, they executed the same voluntarily for on the day the same bears date.

Given under my hand and seal this 13th day of April, 1991.


Notary Public Notary Public, Alabama State At Large
My Commission Expires: My Commission Expires Jan. 23, 1993

CONSENT

The undersigned, as mortgagee, hereby consents to and joins in the foregoing Declaration of Restrictive Covenants.

Dated this 3rd day of April, 1991.

MERCHANTS & PLANTERS BANK

By: James A. Kelly
Its: President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that James A. Kelly, whose name as President of Merchants & Planters Bank, an Alabama banking association, 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.

Given under my hand and seal this 3rd day of April, 1991.

James A. Kelly
Notary Public
My Commission Expires: My Commission Expires Jan. 23, 1993

[NOTORIAL SEAL]

CONSENT

The undersigned, as mortgagee, hereby consents to and joins in the foregoing Declaration of Restrictive Covenants.

Dated this 17th day of April, 1991.

SOUTHTRUST MORTGAGE COMPANY

By: [Signature]

Its: [Signature]

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Ben Machen, whose name as Sr. Vice President of SouthTrust Mortgage Company, an Alabama 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.

Given under my hand and seal this 17th day of April, 1991.

Patricia Latham Harris

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: JULY 24, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

[NOTORIAL SEAL]

NOTARIAL SEAL
I CERTIFY THIS
INSTRUMENT WAS FILED

91 APR 22 PM 2: 14

JUDGE OF PROBATE

1. Deed Tax	
2. Mort. Tax	
3. Record Fee	30.00
4. Int.	3.00
5. Notary Fee	1.00
6. Other	
Total	34.00

