

1493

DECLARATION OF PROTECTIVE COVENANTS

FIELDSTONE PARK

WHEREAS, the undersigned, Harbar Homes, Inc., is the owner of all the lots in Fieldstone Park Subdivision.

WHEREAS, the undersigned, Harbar Homes, Inc., hereinafter collectively referred to as "Owner" is desirous of establishing restrictions and limitations applicable to all lots owned by it in said subdivision, which said subdivision is recorded in Map Book 15, Page 89, Office of the Judge of Probate of Shelby County, Alabama.

NOW, THEREFORE, the undersigned, Harbar Homes, Inc., does hereby adopt the following restrictions and limitations which are as follows:

1. That said property be used for residence purposes only and not for any purpose of business or trade.
2. No more than one residence shall be constructed on any one lot in said subdivision and any residence so constructed shall be a one family dwelling.
3. 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 residence either temporary or permanently.
4. No fences of any kind shall be erected within the area of the minimum front building set back line as shown on the recorded plat. 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 any dwelling house, except these specifically approved in writing by the Architectural Control Committee. The Architectural Control Committee must approve the type of material used in the construction of said fences.
5. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except in the discretion and with the written prior approval of said owner, its successors or assigns.
6. No animals will be allowed except for dogs, cats, pet birds limited to a per lot aggregate of four and no breeding of any animals for commercial purposes shall be permitted.
7. Owner, its successors and or assigns, reserves the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said set forth restrictions on lots or estate belonging to it.
8. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street or alley except by the prior written consent of said owner, its successors and assigns.

BOOK 370 PAGE 09

Survey of Caldwell Mill Rd.
5502 Caldwell Mill Rd.
B'ham, AL 35242

9. No privy or receptical of any kind can be used for storage or waste and only septic tanks and sewage disposal systems approved by the County Health Department shall be acceptable.

10. 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.

11. No sign of any kind shall be displayed to the public view on any lot except, 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.

12. 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 setback lines shown on the recorded plat. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 40 feet to any side street line. No building shall be located nearer than 12 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open decks or terraces shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot, to encroach upon another lot.

13. 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.

14. 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.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 5 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 obstructions of such sight lines.

16. 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. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of 25 years from date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten years, unless by vote of a majority of the then owners of the lots, it is agreed in writing to change said restrictions in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeds at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.

17. No satellite dishes may be installed in any front or side yard but installation of satellite dishes is permitted in the rear yard. No television antenna may be installed at a height greater than six (6) feet above the highest point of the roof. No other antennas, including C.B. antennas or amateur radio antennas shall be permitted on any lot.

18. Storage of boats, boat trailers, house trailers, campers, recreational vehicles, abandoned vehicles, dune buggies or similar equipment or vehicles in the open on any lot shall be prohibited.

19. Once constructions has begun on a lot, twelve (12) consecutive calendar months from the date of permit with the City of Helena are allowed for completion of a home. Completion is defined as having been granted a certificate of occupancy by the City of Helena.

ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee (the "Committee") shall be composed of three individuals designated from time to time by the Developer.

B. All plans for any structure or improvement whatsoever to be erected on or moved upon or to any lot, the exterior construction material, the roofs, and any later changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and shall require the approval in writing of the Committee before any work is commenced. Construction may not be started before receipt of a Letter of Approval from the Committee, a copy of which must be signed by the Builder, or Owner, and returned to the Committee for retention, see, however, Section E.

C. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

D. The plans submitted to the Committee shall be retained by the Committee. Said plans should be delivered to the office of Harbar Homes, Inc., 5502 Caldwell Mill Road, Birmingham, Alabama 35243 at least ten (10) business days prior to

the beginning of construction. All plans must include the following:

1. An accurately drawn and dimensional plot plan showing all building set-backs, easements, drives, and walks.
2. Foundation plan, floor plan, exterior elevations of buildings above finished grade as they will actually appear after all back filling and landscaping is complete. (The back filling sketch may be drawn by a builder.)
3. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purpose of Section 3E hereof.

E. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove submitted plans and specifications which have been submitted to it, within ten (10) business days after receipt of the same, then such plans and specifications shall be deemed to have been approved by the Committee and the related covenants herein shall be deemed to have been fully complied with.

F. With respect to the enforcement of these restrictions and covenants as to a particular lot the purpose is to protect the value of the other lots in the Subdivision and not to ensure the owner of a particular lot that the structure and other improvements made to such owner's lot (either before or while he owns such lot) comply with these restrictions and covenants or that such structure or other improvements are free of defects and are properly located on the lot. Neither the Committee nor any architect or agent thereof nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for the subsurface conditions where the structure is to be located, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness or any other aspect of any structure to be erected upon any lot in the Subdivision.

The Developer reserves for itself, its successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to Shelby County, and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public conveniences or utilities, on, in and over strips of land ten (10) feet in width along the rear property line of each lot, and five (5) feet in width along each side line of each lot.

Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of said covenants or restrictions shall for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each lot within the herein described Subdivision and are intended to create: (i) mutual, equitable servitudes upon each lot with such Subdivision; (ii) reciprocal rights between and among the respective owners and future owners of each lot within such Subdivision; and (iii) a privity of contract and estate between the grantees of any and all lots within such Subdivision, their respective heirs, executors, administrators, successors and assigns.

The park shown on the subdivision plat shall be a private park for the use and enjoyment of residents in Fieldstone Park Subdivision and shall not be operated or maintained by the City of Helena. Harbar Homes, Inc. reserves the option to convey said private park to the Association of Homeowners in said subdivision should an association be created.

IN WITNESS WHEREOF, the said Harbar Homes, Inc. has hereunto set its signature by B.J. Harris, President, who is duly authorized, and has caused the same to be attested by its Secretary on this the 21st day of October, 1991.

ATTEST:

Rumely Barrow

HARBAR HOMES, INC.

By B.J. Harris

STATE OF ALABAMA

COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that B. J. Harris whose name as President of Harbar Homes, Inc., a Corporation, is signed to the foregoing document, and who is known to me, acknowledged before me on this day that, being informed of the contents of the document, 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 official seal, this the 21st day of October, 1991.

Diana McLaughlin
Notary Public
MY COMMISSION EXPIRES FEBRUARY 1, 1994

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

91 OCT 25 AM 9:36

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	12.50
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	16.50