

Sunny Brook Subdivision designates and restricts all lots therein as residential lots, and covenants that each lot in each block in said Sunny Brook Subdivision, First Sector is to be conveyed by the owner thereof, subject to the following covenants and restrictions which are to be recorded in the office of the Judge of Probate of Shelby County, Alabama, and it is an expressed condition of this instrument that neither Sunny Brook Subdivision nor its successors or assigns, being the owner of the above described lands, or any part or parts thereof, shall or will at any time hereafter cause or procure a permit to be erected or maintained upon any part or parts of the land and premises hereinabove described any building or buildings, except such as shall conform to the terms and conditions of the hereinafter named covenants and conditions and that said Sunny Brook Subdivision further covenants that neither said Corporation nor its successors or assigns shall at any time, erect or permit any building or buildings upon any part of said heretofore described lands, to be erected in violation of the terms of the following covenants namely:

1. No building shall be erected, placed or altered on any building plot in Sunny Brook First Sector until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and with existing structures in said Sunny Brook, First Sector, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of three persons appointed by the President of Sunny Brook Subdivision or by a representative designated by a majority of the members of said committee. The members of said committee shall serve at the will of the President of Sunny Brook Subdivision.

2. All lots in the above described tract shall be known and designated as residential lots. No building or structure of any kind whatsoever other than a single dwelling house and a private garage for not more than two cars shall be erected on the property, and any such dwelling house shall be used for residential purposes only. No lot shall be in any way used for any purpose other than strictly residential purposes. This restriction shall be construed to prevent the use of any residence constructed on any lot as a church, synagogue or recreation center.

3. No structures shall be erected, altered, placed or permitted to remain on any residential building lot, other than one detached single family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars. Special permission may be granted by the committee as set out in paragraph 1 above for the construction of an upstairs or downstairs apartment in an owner occupied dwelling.

4. In the event that said committee designated in paragraph 1 above, or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to said committee, or, if no suit to enjoin the erection of such building, or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the building is erected in keeping with all other terms of this agreement. Neither the members of such committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its designated representatives shall cease on and after February 1, 1998. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said Sunny Brook, First Sector, and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

Frank Yaffee
58 Fox Valley
Maylene, AL

5. That any portion of any building erected shall not be located nearer to the front lot line, or nearer to the side street line than the building set back lines shown on the recorded plat of Sunny Brook, First Sector. In any event any portion of the building shall not be located on any residential building plot nearer than 40 feet from either the front lot line or the side street line, or nearer than 12 feet to any side lot line or 25 ft. total on both sides, nor nearer than 40 feet to the back lot line.
6. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or become any annoyance or nuisance to the neighborhood.
7. No trailer, basement, tent, shack, garage, barn or other building erected in said Sunny Brook, First Sector, shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
8. No one story dwelling with less than 1300 square feet of living area shall be permitted on any lot in said Sunny Brook, First Sector. The living area shall not include porches, stoops, garages or similar structures. The ground floor area of the main structure, of a one and one-half story, two story or two and one-half story dwelling, exclusive of and excepting open porches, garages and similar structures, shall not be less than 800 square feet of living area, and any of said dwellings shall have an over all living area, excepting open porches, garages and similar structures, of not less than 1300 square feet. Easements affecting the entire Sunny Brook, First Sector, are hereby reserved, as shown on the map of Sunny Brook, First Sector, for the installation and maintenance of storm sewers, underground electric and telephone conduits and wires, water mains or any other utility easement that may be needed.
9. The lots shown on the map of Sunny Brook, First Sector may be further divided for the purpose of increasing the size of adjacent lots, however, no additional building plots may be created by further division of the lots shown on the map of Sunny Brook First Sector.
10. No farm animals shall be kept or maintained on any residential building lot and not more than two domestic pets may be kept or maintained on any residential building lot.
11. No person or persons shall be permitted to dump garbage, trash or sewage on lots or in drains within the Sunny Brook, First Sector.
12. No signs shall be permitted on any lots, except for "For Sale" or "For Rent" signs.
13. Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of any dwelling house.
14. No mail or paper box shall be placed upon any lot unless the type and form of same is approved by the committee set up in Covenant 1 above.
15. It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the lands described herein and as surveyed and platted in said Sunny Brook, First Sector, and shall be binding on all parties claiming under Sunny Brook Subdivision, Inc. or its successors or assigns until February 1, 1998, at which time the said covenants shall be automatically extended for successive period of (10) years, unless prior to said expiration period, by a written vote duly sworn to by a majority of the then owners of the lots described in Sunny Brook, First Sector and filed with the committee set up in Covenant 1 above, it is agreed to change said covenants in whole or in part.

16. It is further expressly understood and agreed that the covenants set forth herein on the part of Sunny Brook Subdivision Inc. shall attach to and run with all the lots and parcels of land surveyed and platted in Sunny Brook, First Sector, in the City of Helena, Alabama; and it shall be lawful not only for Sunny Brook Subdivision, Inc. but for its successors and assigns in title to any part or parcel of land described in said Sunny Brook Subdivision, to institute and prosecute proceedings in law or in equity against the person or persons violating or threatening to violate the covenants or any part thereof set forth herein; and that said covenants may be proceeded on for an injunction and for specific execution thereof against such person or persons, and for damages against such persons violating said covenants or any part thereof, such damages to be deemed cumulative and not alternative.

17. Invalidation of any of these covenants or any part 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.

IN WITNESS WHEREOF, the said Sunny Brook Subdivision, Inc. by its President, Frank R. Griffin, has hereto set its signature and seal, this 30th day of Oct, 1981.

Sunny Brook Subdivision, Inc.
by: Frank R. Griffin

Frank R. Griffin

ATTEST:

Tyra B. Cutchner

Inst # 1932-14901

07/23/1992-14901
03:19 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 11.50