

RESTRICTIVE COVENANTS APPLICABLE TO
APACHE RIDGE

WHEREAS, the undersigned GREENBRIAR, LTD. hereinafter called "Owner", are the owner of all lots as shown on map of said Apache Ridge, Sector 6, which is recorded in the Probate Office of Shelby County, Alabama in Map Book /7 Page/45.

WHEREAS, the undersigned is desirous of establishing restrictions and limitations applicable to all lots owned by undersigned in said survey,

NOW, THEREFORE, the undersigned, GREENBRIAR, LTD., does hereby adopt the following restrictions and limitations which shall be applicable to all lots in the said subdivision, which restrictions and limitations are as follows:

1. That said property shall be used for residential purposes only and not for any purpose of business or trade, and that no more than one single family dwelling house may be erected on each residence lot and said dwelling not to exceed 2 1/2 stories, in height. If a lot does not have a residence constructed on it, or on any part of it, the lot may not be utilized for the storage of items such as boats, campers, trailers, building materials, etc. or for the purpose of domestic animal pens or cages.

2. No lot shall be sold or allowed to be sold for the purpose of extending any public or private road or street, or for the purpose of opening any road or street, except by written consent of owner, its heirs or assigns.

3. No building shall be erected or allowed to remain on any residential lot in said subdivision within 35 feet of front property line of lots 1 through 44 and 48 through 55 or, 55 feet of front property line in lots 45 through 47 or within ten feet of any side line of said lot.

4. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: Concrete, cement or other types of block materials; asbestos shingles, sheet rock or other similar materials; imitation asphalt brick or imitation stone siding.

5. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement without finished superstructure, tent, or any temporary structures erected on lots in the subdivision hereinabove mentioned, shall at any time be used as a residence, temporarily or permanently.

7. Single level residences shall have no less than 1600 square feet. Split foyer residences shall have no less than 1600 square feet on the main level. Story and a half residences shall have no less than 1400 square feet on the main level and no less than 1600 square feet overall. Minimum size of two story residences is 1800 square feet with minimum of 900 feet on the first level.

8. Fences may be constructed no higher than six feet to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of the dwelling house.

9. For any lot containing a pipeline easement for Plantation Pipeline Company the following restrictions are in effect:

a. The erection of fences of any type across Plantation's easement shall have a gate or a removable section of fence sixteen feet wide within the easement area.

b. The fences, shrubbery or similar items shall not be placed longitudinally down or parallel to Plantation's pipelines within the easement corridor.

c. Ornamental shrubbery or other similar vegetation or plant growth shall be restricted to a type having a shallow root base with no tap root

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and a mature height no greater than four feet. All trees are deemed detrimental to the pipelines and shall not be placed within the easement corridor.

d. Permanent structures of any type shall not be placed within Plantation's easement corridor. Structures deemed "temporary" shall have a time limit imposed commensurate with the type of structure and the time frame shall be at the discretion of Plantation's representative.

e. Any construction across the pipeline easement of driveways, pipes, etc., shall first be approved by contacting Plantation Pipeline Company before the commencement of the construction activity.

10. No signboard of any description shall be displayed on any residential lot with the exception of "For Sale" or "For Rent" signs, which signs shall not exceed two feet by three feet, except signs erected by Owners.

11. No residential structures shall be moved onto any lot.

12. No satellite dishes, large antennas, or outdoor lights such as all night mercury vapor lights may be installed on any lot.

13. The Owner reserves to themselves, their heirs and assigns, the right to grant rights of way to use said streets to any other person, firm, or corporation for the purposes of erecting hereon and installing thereover such poles, wires, guys, guy wires, pipelines, and other equipment and apparatus as may be necessary or desirable for the purpose of supplying the premises adjacent thereto with electricity, telephone, water, sewer and gas service, including but not restricted to the right to trim trees where necessary or advisable for the safe operation thereof, and to conduct telephone and electric light wires over said lots from the poles located on said streets or ways.

14. All construction activity shall use the BMP's (Best Management Practices) as required by the Alabama Department of Environmental Management to protect the quality of stormwater discharge.

15. Front and side yards must be sodded.

16. Any lot owner in said subdivision or the City of Alabaster will have the right to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the restrictions contained herein. If the person or persons against whom action is taken is an owner of property in the subdivision, it is agreed that remedies shall include, but not be limited to, the right to require the removal of any structure or improvement erected in violation of these restrictions, the right to recover damages for a violation, the right to obtain injunctive relief to prohibit the continued violation of these restrictions, and the right to collect attorney's fees and reasonable expenses to enforce the requirements set forth in these covenants. Any failure of a lot owner or the City of Alabaster at any time to take action to enforce these restrictions shall not be considered any form of estoppel, and shall not constitute approval of same, and also shall not be construed as a waiver of any right or action contained herein.

17. Owner reserves right to approve the dwelling to be built on lot whether built by initial or subsequent purchaser.

18. Minor violations of the building line requirements not to exceed ten percent of the required distance may be waived by Owners.

19. Since a great majority of Shelby County is underlain by carbonate rocks, Owner has been advised by consulting Geotechnical Engineers that it would be advisable that purchasers of lots obtain sinkhole insurance which can be obtained through most major carriers.

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

21. Said restrictions and covenants can be amended by Owner at any time during the five years succeeding their initial date of recording at the Shelby County Courthouse. Any amendment can be made and effective retroactive to the date of initial recording, provided that said amendment(s) is considered beneficial to the majority of lot owners in said subdivision.

22. All of said restrictions and covenants shall constitute covenants running with the land and all of the deeds hereafter made conveying said lots shall be made subject to the restrictions hereinbefore set out.

WITNESS my hand this the day of , 1993.

W. M. Farris
FARRIS MANAGEMENT CO. INC.
as Managing Partner of
GREENBRIAR, LTD.

By W. M. Farris
W. M. Farris
President,
Farris Management Co. Inc.

STATE OF ALABAMA
SHELBY COUNTY

I, Dianne Matherly, a Notary Public in and for said County, in said State, hereby certify that W. M. Farris, whose name as President of Farris Management Co. Inc., a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that being informed of the contents of such conveyance, 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 13 day of Dec, 1993.

Dianne Matherly
Notary Public

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