

Declaration of Protective Covenants for Cedar Bend
as Recorded in Map Book 17, Page 139
In the Probate Office of Shelby County, Alabama

Inst # 1994-25594

08/17/1994-25594
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 MCD

STATE OF ALABAMA)

SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, Cedarbend Properties, Inc. ("Declarant"), is the owner of the following described property:

Cedar Bend as recorded in Map Book 17,
Page 139, Shelby County, Alabama

WHEREAS, the undersigned desires to subject said Property and each lot located in said survey to the conditions, limitations and restrictions hereinafter set forth.

NOW, THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations for said subdivisions to-wit:

That said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.

B. No structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than detached single-family dwellings not to exceed two and one-half stories, and a private garage for not less than two cars.

C. The undersigned and their assigns shall be permitted to construct or place and maintain a structure and related facilities for use as a sales center for the marketing of real estate and a structure and related facilities for use as a construction office.

D. No building shall be located on any lot nearer to the front lot line than 20 feet or nearer to the side street than 20 feet as shown on the recorded plat. No building shall be located nearer than 20 feet to any side street 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.

2200 3rd Place So.
B'ham, AL 35205

- E. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: 1 story houses shall have a minimum of 1200 square feet of heated area; 1½ story houses shall have a minimum of 1400 square feet, with a minimum of 800 square feet on the main level; 2 story houses shall have a minimum of 700 square feet on each floor.
- F. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.
- G. No aluminum siding shall be permitted to be installed on the exterior of any structure or residential building constructed on a lot.
- H. No satellite, microwave dishes or television or radio antennas shall be placed on any lot in the subdivision; unless approved in writing by the Architectural Control Committee, but in no event shall satellite, microwave dishes or television or radio antennas be visible from any street in the subdivision.
- I. All lots will be sold to a builder approved by the Architectural Control Committee.
- J. Wherever any curbs, gutters or sidewalks must be removed, such removal shall be done in a manner (sawed or cut) to enable replacement to be done in keeping with the balance of the curbs, gutters and sidewalks.
- K. No lots shall be cultivated for crops of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of any dwelling.
- L. Fences may be constructed in the rear of the dwelling but shall not be constructed nearer to the front of the lot than 20' from the front building line of the dwelling. With respect to corner lots, no fence may extend toward the side street more than 10'. The design and materials to be used in fencing shall be approved, in advance, by the Architectural Control Committee.

II GENERAL REQUIREMENTS

- A. It shall be the responsibility of each lot owner to prevent development or occurrence of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
- B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain upon any part of the Property, including vacant parcels. The undersigned reserves the right (after 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 or trash which, in the sole opinion of the undersigned, 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 undersigned or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Household pets will be restricted to fenced backyards, houses or leases

D. No trade or activity, which, in the sole opinion of the undersigned, may be deemed noxious or offensive, shall be carried on upon any lot, nor shall anything be done there on which may become an annoyance or a nuisance, to the neighborhood.

E. No oil drilling, oil development operation, oil refining, quarrying or mining operation 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.

F. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. 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 as not to be visible from any road within sight distance from the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.

G. No structure of a temporary character, or trailer, basement, tent or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling, until the interior and exterior of the dwelling is complete and a certificate, or other satisfactory evidence, of completion is received and approved by the committee.

H. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway 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 intersections 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. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. These provisions shall not apply to the undersigned or their assigns during the sales period.

J. No grass clippings, trash or any other debris, or items of any sort are to ever be deposited in, on or around the concrete drainage flumes.

K. Lots which contain easement/berms shall be required to maintain same in a manner which is consistent with the requisite appearance of the neighborhood as a whole.

L. Outside air conditioning units may not be located in the front yard, but must be located only on the side or rear as required.

M. No outside plumbing or heating vent shall be placed on the front of house, but only on the side or rear as required.

N. No boats, boat trailers, horse trailers, campers or similar equipment or vehicle shall be stored on any road, street, driveway, front yard or side yard in the subdivision for any period of time. No more than one such item may be stored in the rear of the dwelling provided that it is stored on a concrete pad.

O. Any pools must have Architectural Control Committee approval.

P. All dwellings shall have fully seeded front yards except that a nature area may be created by approval of the Architectural Control Committee. Rear and side yards may be seeded. Sufficient landscaping shall be done to control erosion.

Q. No free-standing basketball goal may be placed closer to the street than the rear building line of the house. Basketball goals may be affixed to the house above garage entries only so long as the garage is a side or rear entry garage.

III. ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

A. The Architectural Control Committee (the Committee) is to be under the control of Cedarbend Properties, Inc. until all the subdivision is completed and at such time will be terminated.

B. All plans for any structure of improvement, whatsoever, to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, 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 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.

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 undersigned reserve for themselves and their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to the city of Helena, and/or to the appropriate utility company or companies right-of-way or easement 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 equipment, gas, sewer, water or other public conveniences or utilities on, in and over strip of land ten (10) feet in width along the rear property line of each lot and five (5) feet in width along each line of each lot.

E. 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.

F. The undersigned, and only the undersigned, may include in any contract or deed thereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set for herein.

G. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned, or any person or person owning any lot in said 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 covenant or restrictions, 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 such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

H. 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: (1) mutual, equitable servitude upon each lot within such subdivision, (2) reciprocal rights between and among the respective owners and future owners of each lot within such subdivision; and (3) 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.

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Prohibited Construction - 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 the City of Helena, Alabama by the lot Owner.

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IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument on the 16 day of August 1994.

Cedarbend Properties, Inc.

By: John D. Joseph
Its: President

State of Alabama)

Shelby County)

Inst. # 1994-25594

08/17/1994-25594
10:44 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 NCD 18.50

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Joseph, whose name as of Cedarbend Properties, Inc., 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 the 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 seal this the 16 day of Aug, 1994.

Amy Anne Smith
Notary Public

My COMMISSION EXPIRES AUGUST 16, 1999