

Inst # 1995-03878

**DECLARATION OF PROTECTIVE COVENANTS FOR
STERLING GATE, SECTOR 1**

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

KNOW ALL MEN BY THESE PRESENTS THAT: WHEREAS, the undersigned GREENBRIAR, LTD.(which, together with its successors and assigns, is hereinafter referred to as "Developer"), is the owner of all lots as shown on map of said Sterling Gate, Sector 1, (hereinafter referred to as "Development") which is recorded in the Probate Office of Shelby County, Alabama in Map Book **19** Page **90**.

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 covenants, conditions 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 or forty (40) feet, 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 developer, its successors heirs or assigns. No Lot shall be subdivided or resubdivided without the prior written approval of Developer.

3. No building shall be erected or allowed to remain on any residential lot in said subdivision in violation of the City of Alabaster zoning set back lines without approval of the City of Alabaster Zoning Board of Adjustments. No structure (other than the residential dwelling and any attached garage or guest house) may be constructed closer to the ingress and egress roadway than the back of the residential dwelling. Any buildings of any nature built on any Lot must conform to a residential nature and must be approved by Developer or Architectural Committee of the Sterling Gate Home Owners Association if Developer no longer owns lots in Development.

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 (Coronado or equal is acceptable) or vinyl siding. Front of dwelling must be constructed of brick or dryvit. The Developer reserves the right to further establish what types of exterior building materials may be utilized on any dwelling or other structures or improvements to a Lot.

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. This may include unsightly trash piles or storage of building or other material. Developer, for itself and the Association, reserves the right (after ten (10) days prior written notice to a Lot Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse therefrom which, in the sole opinion of either developer or the Association, detracts from the overall beauty and safety in the Development, and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided.

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. No mobile home or modular housing is allowed. Separate garage buildings are permitted. Any and all dwellings, buildings, structures and other improvements of any nature to any Lot will be in conformity to the standards set herein and approved by the Developer or Architectural Committee of the Sterling Gate Home Owners Association if Developer no longer owns lots in the Development. Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot a structure and related facilities which may be designed and used as a construction field office and as a sales/marketing office.

7. Single level residences shall have no less than 1600 square feet of living (heated and cooled) area. Square footage measurements shall not include porches, garages, basements (unless finished) or decks. 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 1200 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. All dwellings shall have brick, stucco or stone on all four (4) sides of the foundation with no exposed block.

FARRIS Mgmt. Co, Inc
P.O. Box 247
Alabaster, AL 35007

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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. Shrubby may be utilized to define front side lines between lots but said shrubby may not be more than four feet in height and in any case may not obstruct sight lines from roadways within the Development.

9. 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.

10. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs and/or cats (not to exceed two (2) in number), and other household pets provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances.

11. No satellite dishes, large antennas, or outdoor lights such as all night mercury vapor lights may be installed on any lot. Satellite dishes no larger than 18 inches may be allowed on rear roof tops or may be allowed on side or front roof tops with approval of developer or architectural committee. At the end of developer's control period (see paragraph 24) this right of approval may be assumed by the Architectural Committee of the Sterling Gate Homeowner's Association.

12. The Developer 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.

13. No automobile or other vehicles shall be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a Lot. No tractor trailer trucks, panel vans or other commercial truck in excess of one (1) ton classification shall be parked or stored on any Lot or Common Area.

14. All construction activity whether performed by developer or subsequent Lot purchaser 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. Upon the completion of a dwelling, all front and side yards which are not left in a natural wooded state (with ground covered with natural materials) will be landscaped with sod and other landscaping approved by developer. The rear yard may be seeded or sprigged.

16. No above ground swimming pools will be allowed on any Lot.

17. Any lot developer 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 developer 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 developer 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.

18. Developer reserves right to approve the dwelling and any structure such as outbuildings or garages to be built on lot whether built by initial or subsequent lot purchaser. Developer may appoint an architectural committee to approve or disapprove building plans.

19. The roof pitch on any dwelling shall not be less than 8 on 12 unless first approved in writing by the Developer. All roof vents and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the dwelling and not visible from the front. No solar or other energy collection device or equipment shall be maintained on any Lot or dwelling if the same would be visible from the street.

20. Mailboxes and posts shall be of a standard design supplied by developer. Numbers on mail boxes shall be standard three (3) inch reflective. All mail boxes shall be of size #1 1/2 or T2. No names may be put on mail boxes or posts, only the standard numbers. All mailboxes and posts shall be painted black.

21. Basketball goals may be located no closer to the street than the front building line of the dwelling.

22. There shall be no attached garages facing the street unless approved by the Developer or the Architectural Committee of the Sterling Gate Homeowner's Association.

23. The Development may be located in an area which includes underground mines, tunnels, sinkholes and subsurface conditions. The approval of plans and specifications by the Developer shall not be construed in any respect as a representation or warranty by the Developer to any owner that the surface or subsurface conditions of any lot are suitable for the construction of a dwelling or other structures thereon. It shall be the sole responsibility of each owner to determine the suitability and adequacy of the surface and the subsurface conditions of the Lot. The Developer shall not be liable or responsible for any damage or injury suffered or incurred by owner or any other person as a result of surface or subsurface conditions affecting a Lot or any portion thereof, including, without limitation, any surface or subsurface drainage and any underground mines, tunnels, sinkholes or other contains or types of ground subsidence occurring on or under any Lot. Since a great majority of Shelby County is underlain by carbonate rocks, Developer 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.

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

25. The Developer shall not be responsible to check for any defects in any plans or specification submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specification. Each Owner, by acceptance of a Deed to any Lot, does hereby waive and release the Developer and any of their respective agents, officers, directors, members and successors and assigns, from any liability of any nature whatsoever arising from damage, low or expense suffered, claimed, paid or incurred by any owner on account of any defects in any plans and specification submitted to or approved by the committee, any defects resulting in any work done in accordance with such plans and specification, the failure of the Developer to approve or the disapproval of any plans or other data submitted pursuant to the requirements of these covenants and any injury to property or person, including death, arising from any defect in any improvements constructed on such owner's lot.

26. These covenants and restrictions may be amended or altered (a) solely by the Developer during such periods of time as the Developer owns any Lots in the Development, so long as such amendment does not materially and adversely affect or alter any Owner's right to use his Lot or (b) by the consent of a majority vote of Lot Owners (including Developer who shall have the voting right attributable to the Lot owned by Developer) and the written agreement of the Developer. When Developer no longer owns Lots in the Development, Developer grants the right of amendment to the Sterling Gate Homeowner's Association pursuant to the rules and bylaws of said Association. Developer reserves the right to make any road or other improvements within the Development, to change or extend the present road or other street grades, if necessary, without liability to the Lot Owners for any claims for damages.

27. The terms and provisions of these Protective Covenants shall be binding upon each Owner and the respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner and shall enure to the benefit of the Developer, the Sterling Gate Homeowners Association, and all of the Owners of any of the Lots within the Development. 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. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of at least fifty-one percent (51%) of the then Owners of the Lots, it is agreed to change the same in whole or part.

28. STERLING GATE HOMEOWNER'S ASSOCIATION

a. Every owner of a lot in Sterling Gate Subdivision (all sectors) shall be a member of the Sterling Gate Homeowner's Association and is subject to assessment. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants.

b. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest to any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.

c. There will be an annual assessment of Twenty-five and no/100 Dollars (\$25.00) due and payable July 1 of each year to be paid for the maintenance of the entrance way, landscaping and any other common area maintenance within the subdivision. The assessment will be due and payable at the closing of each home in the subdivision prorated from July 1.

1. The annual assessment of Twenty-five and no/100 dollars (\$25.00) shall be made payable to Greenbriar, Ltd. (Developer) until the Developer has sold all of the lots in the subdivision (all sectors) or until Developer elects to turn control over to the Sterling Gate Homeowner's Association. After control and responsibility for the common areas has been assumed by the Sterling Gate Homeowner's Association all payments of the assessment shall be made to the Sterling Gate Homeowner's Association.

d. The assessment shall be due and payable on July 1 of each year and if not paid by August 15 of each year shall constitute grounds for a lien on the lot. The annual assessment may be increased by a vote of two-thirds (2/3) of the membership of the Homeowner's Association.

29. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders. The use of the singular tense shall include the plural and vice versa.

WITNESS my hand this the 13th day of February, 1995.

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

By Mary F. Roensch
Mary F. Roensch
President,
Farris Management Co. Inc.

STATE OF ALABAMA
SHELBY COUNTY

I, Thomas Hartz, a Notary Public in and for said County, in said State, hereby certify that Mary F. Roensch, 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 13th day of FEB, 1995.

Thomas Hartz
Notary Public

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