

STATE OF ALABAMA)
SHELBY COUNTY)

DECLARATION OF COVENANTS
CONDITIONS: RESTRICTIONS AND RIGHTS
FOR
SUMMER BROOK

KNOW ALL MEN BY THESE PRESENTS, THAT SUMMER BROOK PARTNERSHIP AN ALABAMA GENERAL PARTNERSHIP owns in fee simple the following described real estate situated in Jefferson County, Alabama to-wit:

Survey of Summer Brook, Phase Three

WHEREAS, it will be the mutual benefit of the present owner of said property and to all prospective owners and to the general public to subject the property to the following covenants, terms, conditions, restrictions and limitations hereinafter set forth:

NOW, THEREFORE, the owner hereby declares that all of the above described properties and any subdivisions thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

The undersigned does hereby adopt the following Restrictive Covenants which shall be applicable to all lots in Summer Brook, Phase Three, as recorded in Map Book 20, Page 28, in the Probate Office of Shelby County, Alabama.

I. ARCHITECTURAL REVIEW COMMITTEE

- A. An Architectural Control Committee is hereby established in accordance with Procedure for Architectural Review, attached hereto and made a part hereof, marked Exhibit "A".
- B. No residence shall be constructed without compliance with the provisions set out in said procedure.
- C. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Architectural Review Committee.

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- D. Neither the Committee nor any architect nor 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 any structural or other defects in any work done according to such plans and specifications.
- 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.

II. 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 one detached single family dwelling not to exceed two and one-half stories or 35 feet in height.
- C. Notwithstanding anything to the contrary herein, the under-signed developer or their assigns shall be permitted to reconstruct and maintain on one lot only a structure and related facilities designed and used as a construction field office or real estate sales office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or their assigns.
- D. 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 or required by applicable zoning laws.
- E. No dwelling shall be erected containing less than one thousand four hundred (1400) square feet of living (heated) area for one-story buildings, exclusive of porches, garages, and basements. Any one and a half (1 ½) story dwelling must contain no less than a total of fifteen hundred (1500) square feet of living (heated) area. Any two-story dwelling must at least have sixteen hundred (1600) square feet of living (heated) area.
- F. All dwellings must have brick, stucco or dry-vit on all sides of the foundation with no exposed concrete block. Aluminum windows must be of double paned construction with a white finish.
- G. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding except with the written consent of the developer.
- H. No more than a single family unit shall occupy any dwelling house.

III. GENERAL REQUIREMENTS

- A. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall, in the sole opinion of the ACC, 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 suffered to remain upon any part of the property, including vacant parcels. The undersigned reserve 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 and trash which in the 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 developer and builders 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. These household pets may be kept provide they are not kept, bred or maintained for any commercial purpose. All pets are to be kept within a fence if outside and not allowed to roam free.
- D. 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 an annoyance or nuisance to the neighborhood.
- E. No oil drilling, oil development operation, 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.
- 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 placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road or within sight distance of 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, 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 completed and a certificate of occupancy issued by the appropriate governing agency.

- H. 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 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. All signs shall comply with design specifications of the Architectural Control Committee. No signs shall be nailed to trees. This provision shall not apply to the developer or builders or their assigns during the sales period.
- I. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.
- J. Outside air-conditioning units may not be located in the front yard or any required side yard.
- K. No vertical siding shall be used on the construction of any dwelling unless approved in writing from the Architectural Review Committee. The use of any siding must have the prior approval of the ARC.
- L. No fencing shall extend nearer to the street than the rear line of the dwelling. On corner lots, no fencing will extend beyond the side building line or any closer to the street than the rear corner of the dwelling. Chain link fences may not be visible from the street fronting the dwelling.
- M. No shrubs or trees shall be planted on street corners that will impede view of sight of pedestrians or automobiles.
- N. No automobiles or similar vehicles will be stored on any lot or kept on blocks unless in the basement of structure.
- O. No satellite, or microwave dish, or antennas of any kind shall be placed on a lot which shall be visible from any street in the subdivision.
- P. No walls above the grade of the lot shall be erected, no growing hedges planted and maintained on said property in front of the front line of the residence. No wall or fence shall be erected on the rear of the property which exceeds six feet in height. Any walls on the rear of the property above the line of site must be approved in writing by the control committee.
- Q. Upon the completion of a residence, all front and side yards will be landscaped with solid sod. The rear yard may, at builder's or owner's option, be sprigged or seeded.
- R. The roof pitch on any residence shall not be less than 6 and 12 unless first approved in writing by the ACC committee.
- S. No motor home, utility trailer, travel trailer, or boat may be stored on the driveway. They must be stored on a separate pad behind the driveway or home and must have current motor vehicle registration and tag. No tractor trailer trucks, panel vans, or other commercial truck in excess of a one ton classification shall be parked on any lot.

- T. There will be an annual fee paid for the maintenance and up keep of the common areas, landscaping, street lights, swimming pool, pool buildings and entrance to the subdivision. The amount of the fee will be determined by the Developer until all of the lots are sold and homes are constructed on each lot. This fee will be due and payable at the closing of the sale of each home in the Subdivision and on the anniversary date of each year thereafter. A special bank account will be set up to handle these funds and to pay the bills until all of the lots are built out and sold. This account and all monies will be turned over to the Summer Brook Homeowners Association when all of the lots are built out and sold. It will be mandatory that each lot owner be a member of the Summer Brook Homeowners Association, and pay annual dues.
- U. No basketball goal or similar structure may be placed closer to the street than the rear building line of the house except that a basketball goal may be affixed to the house above the garage doors on a side entrance garage only.
- IV. 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 persons owning any lot on said land: (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 restriction, or (B) to maintain proceedings 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 in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.
- V. These covenants and restrictions may be altered only with the consent of a majority vote of lot owners after agreement of the developer.
- VI. The undersigned reserve for themselves, their successors and assigns the right to use, dedicate and/or convey to the State of Alabama, to the City of Alabaster, 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 side line of each lot.
- VII. The following restrictions are imposed by Plantation Pipe Line Company as a condition of the developer being allowed to construct utilities, roads, driveways and other related installations which may affect Plantation's right of way. No change or alteration of any kind whatsoever may be made in this Section of the covenants and restrictions without the prior written consent of Plantation Pipe Line Company.
- A. The erection of fences of any type across Plantation's easements shall have a gate or a removable section of fence sixteen (16) feet wide within the easement area.
- B. The fences, shrubbery or similar items shall not be placed longitudinally down or parallel to Plantation's pipeline 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 and a mature height no greater than four (4) feet. All trees are deemed detrimental to 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. An concrete driveways shall have expansion joints every ten (10) feet and shall not contain any rebar or other like materials.
- F. All gates restricting access to Plantation's easement area shall maintain a Plantation Pipe Line Company lock which will be provided by Plantation.
- G. Recreational facilities to include, but not limited to, picnic tables, grille boxes, playground equipment, basketball goals, and volleyball nets, shall be of a type that allow being moved with ease without destroying the facilities. Posts shall be installed no greater than eighteen (18) inches deep. No posts shall be installed over Plantation's pipeline.
- H. Pipeline marker posts required by the Department of Transportation for public notification and safety shall be provided by Plantation and maintained on the easement area indefinitely.

IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument on the 14th day of July, 1995.

SUMMER BROOK PARTNERSHIP
AN ALABAMA GENERAL PARTNERSHIP

BY: *Donald R. Slatton*
PARTNER

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Donald R. Slatton, whose name as an officer of Summer Brook Partnership, an Alabama General Partnership 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.

Given under my hand and seal this the 14th day of July 1995.

Sylvia M. Perdue
NOTARY PUBLIC

My Commission Expires: 12-1998

EXHIBIT "A"

PROCEDURE FOR
SUMMER BROOK

1. An Architectural Review Committee shall be established for the Summer Brook Subdivision, in writing. Concurrence by a majority of the committee shall be binding and final. This committee will consist of H. Albert Awtrey, Rosemarie J. Awtrey, Jack T. McDuffie, and Donald R. Slatton or such other persons as the committee may designate from time to time.
2. When a builder develops a house plan either for pre-sale or speculation, he shall deliver two copies to the Architectural Review Committee.
3. House plans submitted for review shall include:
 - A. Detailed architectural drawings such as are generally acceptable to lending institutions for purposes of making loans.
 - B. Elevations indicating grade and materials.
 - C. Site plan indicating setback requirements and proposed house location and depth to be excavated.
4. No clearing or other site construction may be started before plans are approved in writing.
5. Approved plans for a particular lot are good for that lot only.
6. RESIDENTIAL REVIEW COMMITTEE: There will be a Summer Brook HomeOwner's Association established as a successor to the Architectural Control Committee to properly carry out and monitor the purpose and design of all covenants and restrictions.

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