

**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND RIGHTS OF:**

BUCK CREEK LANDING

This declaration made this 29 day of February, 1996 by Douglas M. Kent, II and Peggy S. Kent, hereinafter referred to as Owner.

WITNESSETH

WHEREAS, The undersigned owner own in fee simple all the lots in that certain subdivision set out herein above as recorded in Map Book 20 Page 136, in the Probate Office of Shelby County, Alabama.

NOW, Therefore, The Owner hereby declares that all of the above described property 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 property, and which shall run with the 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 thereto, be enforceable by the Shelby County Health Department and any other municipal entity at interest.

- 1. LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one half stories in height.
- 2. NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 3. TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
- 4. SIGNS.** No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than three foot square advertising the property for sales or rent or signs used by builders to advertise the property during the construction and sales period.
- 5. OIL AND MINING OPERATION.** No oil drilling, oil development operations, 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 to. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 6. LIVESTOCK AND POULTRY.** No animals, livestock, or poultry of any kind shall be raised or bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are to kept, bred, or maintained for any commercial purpose.
- 7. WATER SUPPLY.** No individual water supply system shall be permitted on any lot unless such system is located and constructed in accordance with the requirements, standard and recommendations of both state and local public health authorities. Approval of such systems installed shall be obtained from such authority.

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Alabaster, AL
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8. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is located and constructed in accordance with the requirements, stand and recommendations of both state and local public health authorities. Approval of such systems installed shall be obtained from such authority.

9. SET BACK LINE. All residence and other structures must set back a minimum of twenty (20) feet from the street. No structure of any nature may be placed closer than three (3) feet to the side property line and sixteen (16) feet between houses.

10. SET BACK. OUTBUILDINGS AND FENCES. No structure (in addition to the residence) may be constructed closer to the street than the back of the residential building. Paint on outbuildings should be coordinated with the house.

11. CONCRETE BLOCK. No concrete block on any structure may be visible from the street. This means no concrete block may be visible from the road or street on the front or sides of the residential structures.

12. DRIVEWAYS. All driveways visible from the street must be concrete.

13. RECREATIONAL VEHICLE. No recreational vehicle including but not limited to motor homes, tents, campers, buses and any and all other recreational vehicles motorized shall be parked on the street more than 24 hours.

14. SATELLITE DISH. No short wave antennas and/or satellite dish in excess of eighteen inches in diameter or more than two feet above or outside of roof line of a residential house, shall be installed on any house and not free standing antennas of any nature shall be allowed. No satellite dish, even if it does meet the above requirements, shall be installed so as to be visible from the street.

15. FENCES. No fence may be constructed any closer to the street than the back corner of the residence constructed on the lot. No chain link fences.

16. LANDSCAPING. All lots shall have sodded front yards. The rest to be seeded. Builder must plant at least one six foot tree per lot.

17. ROOF PITCH. All roof pitches shall be 6/12 or greater.

18. SIDING. All siding shall be placed horizontally.

19. HOME DESIGN. All homes shall have a country or traditional design.

20. PARKING. No cars will be permitted to park on the street.

21. MAIL BOX DESIGN. All builders are responsible for installing mail box holders of the same design.

22. PARKING ON LOTS. All houses that do not have garages must have double parking pads or carports. All garage doors on the front of houses must be of uniform construction and must remain closed when not in use.

23. SQUARE FOOTAGE MINIMUMS. 1100 Square foot or greater.

24. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which, said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

25. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity, any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

26. SEVERABILITY. In validation of any one of these covenants by judgments or court order shall in no way effect any other provisions which shall remain in full force and effect.

27. ALABASTER. These restrictions can be enforced by the City of Alabaster, The Alabaster Planning and Zoning Board, Inspection Service and any other authority of Alabaster at the option of said authority, in addition to the property owners composing this subdivision.

28. REQUIREMENTS FOR PLANS. All plans must be approved by the Architectural Control Committee. Any variance in said plans must also be approved before implementation of said changes and said changes must still comply with all requirements of these restrictions and covenants.

29. ARCHITECTURAL CONTROL COMMITTEE. Will consist of the team builders: Any and all exterior paint colors and any additions to homes must be approved by Architectural Control Committee.

30. After the lots have all been built on and sold, the Architectural Control Committee may be changed to consist of elected officers of a Home Owners Association consisting of Home Owners in the subdivision.

These covenants are subscribed to on this, the 29 day of February, 1996.

Douglas M. Kent II
Douglas M. Kent, II

Peggy S. Kent
Peggy S. Kent

STATE OF ALABAMA

COUNTY OF SHELBY

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Douglas M. Kent, II and Peggy S. Kent, whose names as Developers of Buck Creek Landing, is signed to the foregoing instrument, and who is known to me, on this day, that being informed of the contents of such instrument, they, as such Developer and with full authority, executed the same voluntarily.

Given under my hand and official seal the 29 day of Feb., 1996.

Glynn J. Lambert
Notary Public

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