

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENT, That:

WHEREAS, The Phoenix 95 Group, Inc., An Alabama Corporation, is the owners of the following lots situated in the subdivision known as Magnolia Parc as recorded in the Probate Office of Shelby County, Alabama in Map Book 21, Page 155.

WHEREAS, The Phoenix 95 Group, Inc., An Alabama Corporation, desires to subject all of the numbered lots and common areas in the above survey to the covenants, terms, conditions, restrictions, and limitations:

1. All lots in the tract shall be known and described as residential lots and shall be used for single-family residential purposes exclusively.
2. No more than a single-family unit shall occupy any dwelling house.
3. No Dwelling shall be constructed that contains less than 1000 square feet of heated area, exclusive of open porches and garages, and all plans must be approved by the Architectural Control Committee.
4. No dwelling shall be constructed on any lots of said property nearer to the front lot line or nearer to the street line than the building setback lines shown on the recorded plat of Magnolia Parc. In any event, any portion of the building shall not be located on any lot nearer than 20 feet to the front lot or more than 20 feet from either the front lot line or the side street line or nearer than 10 feet to any side lot line, nor nearer than 15 feet to the back lot line.

No dwelling, outbuildings and garages shall be erected or begun on said property until the building plans and specifications and a plot plan showing the location of such building to existing structures in the subdivision have first been delivered to the Architectural Control Committee for approval.

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5. All storage buildings must conform to the same type design and materials used in the main dwelling and be located to the rear of the main dwelling. No metal storage buildings allowed.

6. Only the satellite system that is (18) eighteen inches in diameter or less will be allowed. The location of these systems receiving dish, must be approved by the Architectural Control Committee.

7. Nothing herein contained shall permit the erection of a duplex or multiple family dwelling on the lots restricted by these covenants.

8. Garage doors facing the street must be of solid material, no glass.

9. No clothesline or any other apparatus for the purpose of hanging clothes or laundry shall be permitted to be placed in a location that is visible from any street in the subdivision.

10. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

11. 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 and must be confined to the owners property.

12. The front and side yards of all lots located in the subdivision shall be sodded to the property line.

13. Roof and exterior colors are to be approved by the Architectural Control Committee.

14. No lot shall be cultivated for crops of any kind, except for kitchen gardens of reasonable size, which must be located to the rear of the dwelling.

15. Fences may be constructed to the rear of the house, but none shall be constructed nearer than 40 feet of the front lot line. All fences to be of white vinyl material, not to exceed 72" in height. No chain link fence shall be allowed.

16. No signs shall be permitted on any lots, except "For Sale" or "For Rent" signs, which shall be not more than 18" x 24", and one professional sign of not more than five square feet to be used by a builder to advertise the property during the construction and initial sales period.

17. No wrecked, unmaintained or inoperable vehicles, boats or trailers shall be parked, stored or located on any location that can be seen from any street. No trailers or boats, either of which exceed twenty (20) feet in length and no motor homes or camping trailers whatsoever shall be parked, stored or located in any location that can be seen from any street.

18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.

19. All mail or paper boxes to be placed upon any lot must be the same type and form and approved by the Architectural Control Committee.

20. 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 of oil or natural gas shall be erected, maintained or permitted upon any lot.

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

22. Any lot owner in said subdivision of the City of Columbiana 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 improvements 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 Columbiana 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.

23. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force.

24. The owners herein reserve the right to modify, waive, release and/or void said building limitations and restrictions by a vote of a majority of the then owner of said lots.

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

These covenants are subscribed to on the 12th day of March, 1997.

The Phoenix 95 Group, Inc., An Alabama Corporation

BY: The Phoenix 95 Group, Inc.
Jeff Falchner, Treas.

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