

Declaration of Protective Covenants and
Restrictions for Dogwood Hollow Estates

This Declaration of Protective Covenants and Restrictions is made this 13th day of August, 1997, by Thomas D. Neill and Barbara W. Neill (hereinafter referred to as "Owner"), who are the owners of Lots 1 through 5, according to the survey of Dogwood Hollow Estates, as recorded in Map Book 22 page 158, in the Probate Office of Shelby County, Alabama.

Now, therefore, in order to enhance and protect the value, attractiveness, and desirability of the Property, the Owner hereby declares that all of the property described herein shall be subject to the following covenants and restrictions:

- 1) All lots shall be used for single family purposes only. Requests to build an additional home (for parent or children, etc) will be considered on an individual basis by Developer. No part of any lot shall be used or caused to be used in any way, directly, or indirectly, for any business, commercial, manufacturing, warehousing, or other non-residential purpose. No lot may be further subdivided without approval of the Shelby County Planning Commission.
- 2) Homes should contain no less than 1600 square feet of heated and cooled space.
- 3) No building may be constructed nearer than 40 feet to any lot line.
- 4) No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five 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. However, each lot may have one entrance sign at the driveway.
- 5) No disabled or non-operating, or wrecked vehicle will be permitted on any lot or on the street.
- 6) No mobile homes or trailers will be allowed on any lot.
- 7) There shall be no animals, including pigs or poultry, raised, bred or kept on the property. However, owners will be allowed ordinary household pets (e.g. dogs, cats, fish, birds) and/or horses and cows kept for non-commercial uses.
- 8) No building erected of any kind shall be occupied as a residence until such building shall have been fully completed.
- 9) No concrete block on any structure may be visible from the ingress and egress road. This means no concrete block may be visible from the road or street on the front or sides of the residential structures.

08/26/1997-27301
10:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00


Inst # 1997-27301

10) No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be of or may become an annoyance or nuisance to the neighborhood.

The covenants and restrictions shall (a) run with the land; (b) be binding upon any and every person or entity having any rights, title or interest in the property, or any part thereof, and such person's or entity's heirs, executors, administrators, successors and assigns; (c) inure to the benefit of every portion of the Property and every interest therein, and (d) be binding and in effect for a period of 25 years from the date this instrument is recorded in the Probate Office of Shelby County, Alabama, after which period said covenants and restrictions shall be automatically extended for successive periods of 10 years each, unless an instrument amending or modifying this instrument, executed by a majority of the then lot owners shall be recorded in the Probate Office of Shelby County, Alabama.

If any lot owner, or their heirs or assigns shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning real property situated in said subdivision to prosecute any proceedings at law or in equity against the person, or persons, violating or attempting to violate any such covenant, and either to prevent him or them from so doing, or to recover damages or other dues from such violation.

In witness whereof, the undersigned owners have hereunto set their hands and seals this 13th day of August, 1997.



Thomas D. Neill


Barbara W. Neill

State of Alabama)
County of Shelby)

I, the undersigned, hereby certify that Thomas D. Neill and Barbara W. Neill, whose names are signed to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they executed the same voluntarily on the day of same bears date.

GIVEN UNDER MY HAND THIS 13th DAY OF August, 1997.


Notary Public

My Commission Expires: 1997-27301 My Commission Expires Feb. 14, 2001.

08/26/1997-27301
10:32 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00