

Willow Creek South

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Sherman Holland, Jr., is the owner of the following described Lots situated in the subdivision known as Willow Creek South, are of Shelby County, Alabama.

Lots 1 through 14, Willow Creek South as recorded in the Probate Office of Shelby County, Alabama in Map Book 23 Page 102.

WHEREAS, Willow Creek South desires to subject all of the numbered Lots in the above survey to covenants, terms, conditions, restrictions, and limitations hereinafter set forth.

NOW THEREFORE, the undersigned does hereby expressly adopt the following protective covenants, conditions and limitations for said subdivision, to-wit:

That said Property and each lot located in said subdivision shall be and the same are hereby subject to the following conditions, limitations and restrictions.

I. 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 exclusively.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential lot other than detached single family-dwellings not to exceed two stories, 30 feet in height, and a private garage for not more than four cars.
- C. Notwithstanding anything to the contrary herein, the undersigned or their assigns, shall be permitted to construct and maintain on one Lot only a structure and related facilities designed and used as a sales center for the marketing of real estate including the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigned or their assigns.
- D. No building shall be located nearer than 35 feet from the front lot line. No building shall be located nearer than 35 feet to any side street line. No building shall be located on any interior lot nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open decks or terrace shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach another lot. No building shall be closer than 10' to side of lot.

Inst # 1998-24195

06/29/1998-24195
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Inst # 1998-24195

E. Each main structure of a residential building, exclusive of open porches, garages and basements shall meet the following size restrictions: One (1) story houses shall have a minimum of 1400 square feet of heated area; no basement area can be considered finished area. One and one-half (1 1/2) story houses shall have a minimum of 1000 square feet for the first story and 600 square feet for the second story. Two (2) story houses shall have a minimum of 800 square feet on each floor.

F. No more than a single-family unit shall occupy any dwelling house.

G. No lot, once subdivided and recorded by the undersigned or their assigns, shall be further subdivided.

H. No aluminum siding shall be permitted to be installed on the front exterior of any structure or residential building constructed on a lot. All vinyl siding shall be approved by the Architectural Control Committee.

II. GENERAL REQUIREMENTS

A. It shall be the responsibility of each Lot Owner to prevent development or occurrence of any unclean, unsightly or unkept conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. Purchaser acknowledges he is aware that Best Management Practices (BMP's) will be required to be implemented to protect the quality of storm water discharge as required by ADEM. BMP implementations may require installation of hay bales, silt fences, or other soil erosion protection equipment around disturbed ground. Purchaser acknowledges by accepting this contract, he is responsible for implementation of BMP's on each Lot purchased and that he will reimburse developer for any expense required to adhere to ADEM BMP requirements on purchased Lots in emergency situations. Purchaser also acknowledges his financial responsibility for ongoing BMP implementation on Lot(s) purchased.

C. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any disturbed area 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 reserves 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 sole opinion of undersigned detracts from the overall beauty and safety of the subdivision and may charge the Owner a reasonable cost for the 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 or their assigns during the sales and development period. Such sales period to extend until the last Lot is sold by the undersigned.

D. 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.

- E. 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 undersigned.
- F. 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.
- G. 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 so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road 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 construction period.
- H. No structure of a temporary character, or 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 of the dwelling is complete and a certificate, or other satisfactory evidence, of completion is received and approved by the Committee.
- I. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 5 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight line limitations shall apply on any Lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such lines.
- J. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than six (6) square feet advertising 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.
- K. During all construction, all vehicles including those delivering supplies, must enter the building lot on the driveway only as approved by the undersigned so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the contractor will be repaired by the undersigned (after 10 days written notice) and will be charged to the contractor (or Owner) at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction, all builders must keep the homes, garage and building sites clean. All building debris, stumps, trees, etc. must be removed from each building Lot by the builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.
- L. When the construction of any building is begun, work thereon must be prosecuted diligently and continuously and must be completed within 6 months.

M. All yards will be sodded on the front except: (1) where there are landscaping shrubs and/or bark islands and (2) where any utility easement crosses the front property line; this area may be seeded and hayed. Any disturbed area from the front set back line to the rear of the lot to be seeded and hayed and restored to it's natural state.

N. No fence of any nature shall be permitted in front of the rear building line, except as approved by the Architectural Control Committee. ALL FENCING IS TO BE WOODEN AND VERTICALLY INSTALLED FACING THE STREET. SIDES AND REAR CAN BE VINYL COATED ,CHAIN LINK. ALL FENCING SHALL BE A MINIMUM OF FOUR FEET TALL.

O. 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.

P. Outside air conditioning units may not be located in the front yard, only on the side or rear as required and landscape screened.

Q. No plumbing or heat vent shall be placed on the front of house, only on the side or rear as required. All utility meters shall be located on the side or rear of the house and landscape screened.

R. No satellite dishes shall be allowed except for 18" DSS Systems and shall be located to rear of sides or back.

S. Design of all mail boxes and posts must be approved by the Architectural Control Committee. The Architectural Control Committee shall develop a standard plan including the post and box which shall be used.

T. All roof pitches must be six (6/12) or greater.

U. No mobile or manufactured homes shall be permitted except a construction trailer to be used during the sales and development period.

III. ARCHITECTURAL CONTROL COMMITTEE

A. These restrictions shall provide for an Architectural Control Committee. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. After five (5) years from development of at least ninety percent (90%) of the lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and occupancy of said dwelling units by individual owner tenant occupants and the record owners of a majority of the total shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it any of its power and duties.

B. Any remodeling, reconstruction, alterations or additions to the interior of any existing residence shall not require the written approval of the committee, but shall comply with all restrictions and covenants.

C. The Architectural Control Committee shall be composed of Annette Durrett, Kerry Carter, Kenneth Carter. Each member of the committee shall have one (1) vote and in the event of disagreement a majority vote shall control.

IV. MISCELLANEOUS

A. 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 set forth herein shall remain in full force and effect.

B. The undersigned, and only the undersigned, may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.

C. 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 in said subdivisions: (a) to prosecute proceeding at law for the recovery of damage against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding 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 contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.

D. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each Lot within described subdivision and are intended to create: (i) mutual, equitable servitude upon each Lot within such subdivision: (ii) reciprocal rights between their respective heirs, executor, administrators, successors and assigns.

E. It is expressly understood and agreed that after a period of five (5) years from the date of recording of the these protective covenants and the owners of Fifty Percent (50%) or more of the lots in the subdivision may upon written notification to the remaining lot holders modify, change, delete or abolish these protective covenants. A notice of said intention to change, modify, delete or abolish said protective covenants shall be given by sending notice thereof by certified mail to the address of the owner of each lot in the subdivision.

F. It is understood and agreed that the conditions, limitations and restrictions, set forth herein shall attach to and run with the land for a period of 35 years from the date of recording of these protective covenants at which time said restrictions and limitations shall be automatically extended for successive periods of ten years, however, these extensions shall not affect the right of owners of Fifty Percent (50%) or more of the lots to change, alter, delete or abolish these restrictive covenants.

WILLOW CREEK SOUTH - COVENANTS

SHERMAN HOLLAND, JR

Sherman Holland

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public, do hereby certify that the foregoing document was executed in my presence and acknowledged that they did of their own free will with full understanding of its contents on this 15th day of June, 1998.

Given under my hand and official seal this 15th day of June, 1998.

Ticki Wood

Notary Public

My Commission expires MY COMMISSION EXPIRES FEB. 7, 2000

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