

DECLARATION OF PROTECTIVE COVENANTS OF OAKBROOKE SUBDIVISION
AS RECORDED IN MAP BOOK _____, PAGE _____
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned Joseph Development & Construction, Inc., an Alabama corporation (hereinafter referred to as "Developer") is the owner of the lots described in the survey of Oakbrooke Subdivision as recorded in Map Book 24, Page 44 in the Probate Office of Shelby County, Alabama; and,

WHEREAS, the undersigned desires to subject said property and each lot located in said property described to the conditions, limitations and restrictions hereinafter set forth, in order to create a more aesthetic and harmonious subdivision.

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

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

1. 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 lots and shall be used for single family residential purposes exclusively.
- B. No home shall be located on any lot nearer to the rear lot line than the minimum setback shown on the recorded plat or required by applicable zoning laws.
- C. No home shall be erected containing less than one thousand four hundred (1400) square feet of living (heated) area for one-story building, exclusive of porches, garages and basements. Any one and one-half story home, exclusive of porches, garages and basements shall have a minimum of one thousand (1000) square feet of living (heated) area on the first level with a total living area for the home of not less than sixteen hundred (1600) square feet. Any two-story home, exclusive of porches, garages and basements shall have a minimum of nine hundred (900) square feet of living (heated) area on the first level with a total living area for the home of not less than eighteen hundred (1800) square feet.
- D. No mill finished aluminum windows will be allowed.
- E. No exposed concrete block shall be permitted.
- F. Due to the width and topography of the residential lots, front entry drive and garages on the front of the dwelling unit will be permitted, but only if (i) no alternative is economically feasible, and (ii) the plans for such drive and/or garage shall have been approved by the Architectural Control Committee. All garages shall be equipped with garage doors, and the interior of all garage areas opening toward the front of the dwelling unit will be finished and painted.
- G. All front and side yards will be landscaped with solid sod and shrubs.

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- H. No vertical siding shall be used on the construction of any home except as approved by the Control Committee. No fencing or walls shall extend nearer the street than the front line of the home nor exceed six feet six inches (6'6") in height. No chain link fencing permitted.
- I. Outside air-conditioning units may not be located in the front yard of any home.
- J. The roof pitch on any home shall not be less than six (6) and twelve (12) unless approved in writing by the Control Committee.
- K. Utility service shall be underground. No utility poles or above ground wires shall be permitted except in the construction phase.
- L. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings except with the written consent of the Developer.

2. GENERAL REQUIREMENTS

- A. It shall be the responsibility of each lot owner to prevent the occurrence of any unclean, unsightly or unkept condition 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. 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 reserves the right (after 10 days notice to the owner) to enter any residential lot during normal working hours for the purpose of moving, 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 may be kept provided they are not kept, bred or maintained for any commercial purpose.
- 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 so placed or screened by shrubbery or the appropriate material approved in writing by the Control 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, tent or shack shall be used at any time as a residence either temporarily or permanently.
- H. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six (6) 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 Control Committee. This provision shall not apply to the Developer or builders or their assigns during the sales period.
- I. No shrubs or trees shall be planted on street corners that will impede view of sight of pedestrians or automobiles.
- J. No automobiles, boats, or recreational vehicles will be stored on blocks unless in the garage of a structure.
- K. No satellite dishes in excess of 24 inches in diameter, microwave dishes or television antennas will be allowed on any lots. Any conforming satellite dish must be located so that it is not visible from the street.
- L. Exterior colors must be approved by the Control Committee, as per Section 3.A below, and cannot be changed for three years after said approval without the prior written consent of the Control Committee.

3. CONTROL COMMITTEE

- A. All plans, specifications and exterior colors of residences on any lot in Oakbrooke Subdivision, shall be first filed with and approved by the Control Committee in writing before any construction is commenced. The Control Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof. The Control Committee will initially consist of Leo E. Joseph, Jr. and Mario Mazzei. Once all lots have been sold, the Control Committee shall consist of three (3) persons elected by a majority vote of all owners at a special meeting called therefor. At such time, the owners shall form a Homeowners' Association to take over all aspects of management and control of Oakbrooke Subdivision.
- B. 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 Control Committee.
- C. Any remodeling, reconstruction, alterations or additions to an existing residence not specifically herein prohibited shall require the written approval of the Control Committee, but shall comply with all restrictions and covenants.

- D. Neither the Control 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.
- F. 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 in a proceeding 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 a proceeding in equity against the person or persons to 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.
- G. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from July 14, 1998, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against the person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.
- H. Until the owners have formed a Homeowners' Association in accordance herewith, all builders and owners shall pay to developer their pro rata share of common expenses upon receipt of invoices for same.
- J. These covenants and restrictions may be altered only with the consent of a majority vote of lot owners and agreement of the Developer.

IN WITNESS WHEREOF, the said Developer has executed this instrument on the 14th day of July, 1998.

DEVELOPER - Joseph Development & Construction, Inc.

By:


Its President

LEO E. JOSEPH, JR.

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Leo E. Joseph, Jr., the President of Joseph Development & Construction, Inc., an Alabama Corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as its President and with full authority, executed the same voluntarily.

Given under my hand and seal this the 14th day of July, 1998.

Gayle B. Smith

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE.
MY COMMISSION EXPIRES: Apr. 7, 2001.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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