

**PROTECTIVE COVENANTS OF  
SHELBY SPRINGS LAKELAND  
SECTOR II  
SHELBY COUNTY, ALABAMA**

WHEREAS, Shelby Springs Stock Farm, Inc. are the owners of Shelby Springs Development situated in Shelby County, Alabama, and recorded in Map Book 24, Page 144 A,B, and C.

WHEREAS, it is desired by said owners before any of said lots or parcels of ground in said subdivision shall be sold or conveyed, to fix and establish certain restrictions as to the use and enjoyment of such lots and property in said plat for the protection of all owners of said properties or lots:

NOW, THEREFORE, the undersigned Shelby Springs Stock Farm Inc. does by these presence establish and file protective covenants or restrictions an to the future use of the lots or parcels of land embraced in said plat, and do grant to future owners of any part of the land embraced in said plat, the rights to enforce said restrictions as hereinafter set forth:

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 detached single-family dwelling not to exceed two stories in height, excluding full basement. Permitted will be horticultural and agricultural uses and gardens, greenhouses and structures incidental thereto, customary to residential occupancy provided no sales of the products are made on the premises, but not including commercial animal or poultry farms and kennels. Permitted will be accessory structures (such as private garages, work shops, servant houses, barns, stables customarily incidental to residential occupancy) provided that servant houses shall be permitted only as accessory to single family dwellings; and provided further that any stable or other structure housing livestock shall be at least one hundred (100) feet from any property line. Accessory structures incidental to other permitted uses shall be located so as to conform to front, side and rear yard requirements established for such uses.

2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, (as established in Section Number 12), as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section Number 13.

3. **DWELLING COST, QUALITY AND SIZE.** On each of the said lots of Shelby Springs Development, the first floor area or main floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than 2,000 (Two thousand) square feet in the case of a one story structure, in the case of a one-half (1-1/2) story, there must be a minimum of 2,200 (Twenty-two hundred), with the main level being no less than 1,200 (Twelve hundred) square feet, in the case of a two (2) story,

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there must be a minimum of 2,400 (Twenty-four hundred), with the main level being no less than 1,200 (Twelve hundred) square feet. IN the event a house is constructed in tri-level, that is, the main level having split level or different height and/or elevation, then, in that event, the main level shall be considered to be the ground level and said upper level of that particular floor, to the exclusion of any level beneath or below said main level. That is to say, that no basement footage will or can be considered as main level footage, for the purpose of this restriction.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer than 100 feet, except for lot 15 being 75 feet, or any other lot developer deems a variance is needed, to the front lot line. No building shall be located nearer than 20 feet to any interior lot line, unless specifically approved by the architectural control committee. No dwelling shall be located on any interior lot nearer than 100 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building. The Architectural Control Committee shall have authority to grant variances as to either such set-back line where the topography or shape of any lot makes such variance desirable in the opinion of such Committee.

5. **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.

6. **TEMPORARY STRUCTURES.** No temporary structures.

7. **OIL AND MINING OPERATIONS.** 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 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.

8. **GARBAGE AND REFUSE DISPOSAL.** 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

9. **WATER SUPPLY.** No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authorities.

10. **SEWAGE DISPOSAL.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authorities.

11. **ARCHITECTURAL CONTROL COMMITTEE.** The architectural control committee is composed of Shelby Springs Stock Farm, Inc. Owner and/or assigns. A



majority of the committee shall control and may designate a representative to act for it. In the even 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, not its designed representative, shall be entitled to any compensations for service performed pursuant to this covenant.

12. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing.

13. **TERMS.** 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 time 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.

14. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violation or attempting to violate any covenant either to restrain violation or to recover damages. Any party to a proceeding who succeeds in enforcing a general covenant, restriction, or easement or enjoining the violation of the same against a lot owner may be awarded a reasonable attorney's fee against such lot owner.

15. **NO ACCESS TO OTHER PROPERTY.** No lot or any part thereof may be used as a roadway or walkway (paved or unpaved) from any property outside of Shelby Springs Development, however, nothing contained herein shall prevent the enlargement or expansion of Shelby Springs Development and provided further that there shall be no expansion or enlargement of Shelby Springs Development without the written approval of the Architectural Control Committee.

16. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. **PRIVATE SUBDIVISION.** The Shelby Spring Development shall be a private subdivision with easements, bridlepaths, roadways and ingress and egress constituting common areas which shall be maintained by easements made by the Homeowners Association of which all the owners of lots in Shelby Springs Development shall be members. Membership in the Homeowners shall be wholly responsible for the maintenance and repair of all easements, bridlepaths, roadways, ingress and egress and other common area.

18. **EASEMENTS AND COMMON AREAS.** The site plan of Shelby Springs Development will be filed for record in the Office of the Judge of Probate Of Shelby County, Alabama, and will provide thereon easements, bridlepaths, roadways, ingress and egress and other common areas. The owners of lots in Shelby Springs Development shall

have a non-exclusive easement with other owners in the Shelby Springs Development for the use of said roadways, bridlepaths, ingress and egress, easements and other common areas.

**19. ELECTRIC UTILITY LINES.**

(a) The owners of lots within said subdivision will not erect or grant to any person, firm, or corporation the right, license, or privilege to erect or use or permit the use of overhead wires, poles, or overhead facilities of any kind for electrical, telephone, or cable television service on said real estate (except such poles and overhead facilities as may be required at those places where distribution facilities enter and leave said subdivision, or existing overhead transmission facilities). Nothing herein shall be construed to prohibit overhead street lighting, or ornamental yard lighting, where serviced by underground wires or cables.

(b) In order to beautify said subdivision for the benefit of all lots owners and permit Alabama Power Company to install underground electric service to each house in said subdivision for the mutual benefit of all lot owners therein, no owner of any lot within said subdivision will commence construction of any house on any said lot until such owner (1) notifies Alabama Power Company that such construction is proposed, (2) grants in writing to Alabama Power Company such rights and easements as Alabama Power Company requests in connection with its construction, operation, maintenance and removal of underground service lateral of each lot, and (3) otherwise complies with the Rules and Regulations for Underground Residential Distribution on file with and approved by the Alabama Public Service Commission.

(c) Alabama Power Company, its successors and assigns, will retain title to the underground service lateral and outdoor metering trough serving each said house, and said service entrance facilities provided by Alabama Power Company will not in any way be considered a fixture or fixtures and thereby a part of said real estate, but will remain personal property belonging to Alabama Power Company, its successors and assigns, and will be subject to removal by Alabama Power Company, its successors and assigns, in accordance with applicable Rules and Regulations filed with and approved by Alabama Public Service Commission.

**20. UTILITIES.** The lot owner shall be solely responsible for the cost and expense of the installation of all utilities used on any lot up to the lot line. Developer shall not be responsible for the cost and expense of installing or maintaining any utilities, including underground electrical power, used on any lot up to the lot line.

**21. LOT MAINTENANCE.** Each owner of any lot shall at all times keep and maintain said lot and improvements thereon in a clean, orderly, and attractive condition, maintaining and repairing the residence promptly as conditions may require.

**22. UTILITY EASEMENTS.** Developer, or any utility authorized by it, reserves a 10 foot easement across the back of and along each side of each lot, for the purpose of constructing, maintaining, and repairing utility lines and equipment and for water mains and storm drains, and other general use facilities; provided, however, that said easement



area shall be maintained by the lot owner, except for those obligations of public authorities or utility companies.

23. **NUISANCES.** No substance, thing, or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupant of surrounding property. No boat, boat trailer, trailer, motor home, truck, commercial vehicle, motorcycle, golf cart, or any other similar item shall be stored in sight from any street. No satellite dishes in excess of 18 inches in diameter are permitted on any lot without the approval of the Architectural Committee.

24. **ASSIGNMENT BY DEVELOPER.** In the event that Developer should sell the Shelby Springs development to a third party, Developer shall be empowered to assign its rights hereunder to said third party and, upon such assignment said third party shall have all the rights and be subject to all the duties of Developer hereunder.

25. **RULES AND REGULATIONS.** All homeowners shall at all times comply with rules and regulations, orders, laws, ordinances, statutes, and decrees of any governmental or political entity or persons, and any rules and regulations adopted by Developer or its successors, assigns, or designees.

26. **RIGHTS OF DEVELOPER TO MODIFY COVENANTS, RESTRICTIONS, AND EASEMENTS.** The undersigned Developer, its successors or assigns, reserves the right to modify, release, amend, void, transfer or delegate any and all of the rights reservations, and restrictions herein set forth, or the right to modify, release, amend, void, or transfer any one or more of the said herein set forth general covenants, restrictions, and easements on lots in said subdivision, at his sole discretion.

27. **PROPERTY OWNERS ASSOCIATION.** A Property Owners Association will be formed at a time determined in the sole discretion of the Developer, to promote community integrity, maintain the entrance and rights-of-ways and for other purposes determined by the Association. The Association shall have the right to assess charges against each parcel of land for said maintenance of the entrance and rights-of-ways and for any other costs agreed to by two-thirds of the "property owners". Each owner, by acceptance of a deed for any property in this Shelby Springs, Lakeland Sector II, shall become a member of the Association and is deemed to have covenanted and agreed to pay the Association charges as provided herein. These charges together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such charge is made. Dues are owed at time of acceptance of deed even though the Homeowners Association may not be formed at such time.

28. **GRANTEE'S ACCEPTANCE.** The grantee of any lot subject to the coverage of these general covenants, restrictions, and easements, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these general covenants,

restrictions, and easements herein contained.

29. **INDEMNITY FOR DAMAGES.** Each and every lot owner and future lot owner, in accepting a deed or contract for any lot subject to these general covenants, restrictions, and easements, agrees to indemnify and defend Developer against and hold Developer harmless from any damage caused by such lot owner, or the contractor, agent or employees of such lot owner.

30. **INTERPRETATION BY DEVELOPER.** Developer shall have the right to construe and interpret the provisions hereof, and in absence of any adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefitted or bound by the provisions hereof.

31. **GARAGE OPENINGS.** Garage openings shall not face the street. Exceptions may be granted by the Architectural Control Committee in their sole discretion, and said exceptions must have electric door openers installed and operating.

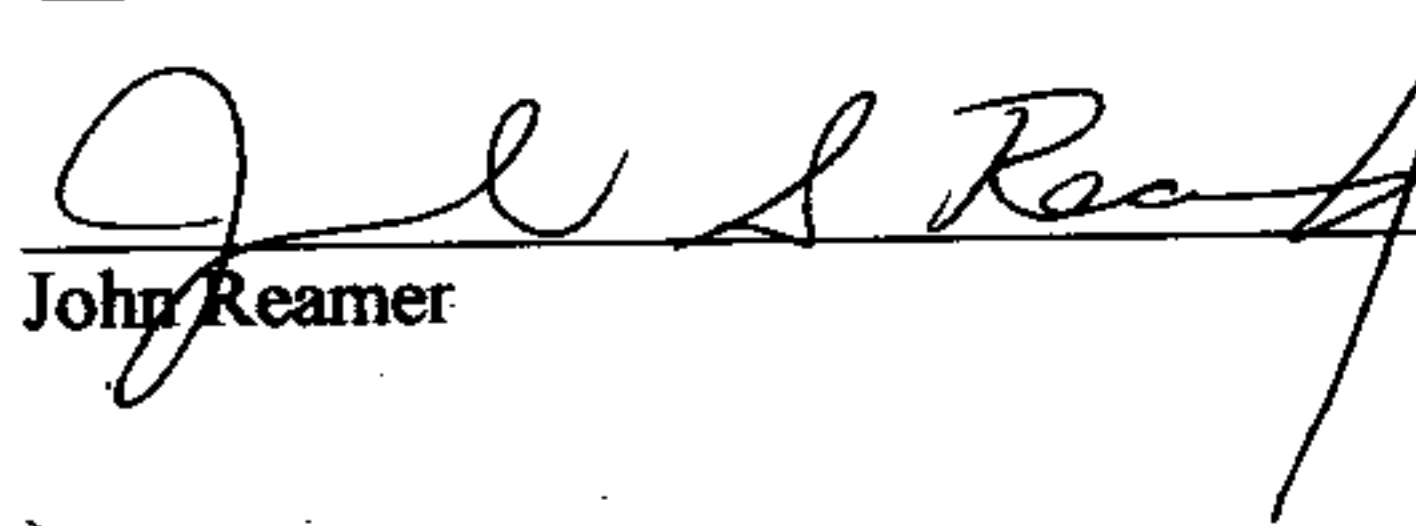
32. **HORSES.** No horses permitted accessability to lake except for a small partial fenced area for drinking purposes only on each individual parcel location on lake. No more than one horse allowed per acre.

33. **ENGINES.** No gasoline engines permitted on the lake.

#### **RIGHTS of Developer to modify covenants, restrictions, and easements.**

The undersigned Developer, its successors, and or assigns, reserve the right to modify, release, amend, void, transfer or delegate any and all of the rights, reservations, and restrictions herein set forth, or the right to modify, release, amend, void or transfer any one or more of the said herein set forth general covenants, restrictions, and eaements on lots in said subdivision, at Developers sole discretion.


IN WITNESS WHEREOF, the undersigned Shelby Springs Stock Farm, Inc. have hereunto set their hands and seals this 18<sup>TH</sup> day of December, 1998.

 (SEAL)  
John Reamer

THE STATE OF ALABAMA     )  
SHELBY COUNTY            )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Shelby Springs Stock Farm, Inc., whose name is signed to the foregoing instrument adopting protective covenants, who are know to me, acknowledged before me on this day, that, being informed of the contents of said instruments, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17<sup>th</sup> day of December, 1998.

  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sept. 19, 1999.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Inst # 1998-50314

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