

SUMMERCHASE GARDEN HOMES  
PHASE 2 and 3

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,  
EASEMENTS, RIGHTS AND LIENS

Inst # 1999-13859

04/02/1999-13859  
08:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
18.50  
005 HHS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Roy Martin Construction, Inc., is the owner and developer of all lots in the Survey of Summerchase, Phase 2, as recorded in Map Book 24, Page 47 and the Survey of Summerchase, Phase 3, as recorded in Map Book 25, Page 65, in the Probate Office of Shelby County, Alabama.

WHEREAS, Owner wishes to insure uniformity in the development of the property and to protect the value and desirability of the Property; now, therefore, the owner declares each and every lot which comprises the property to be subject to the following covenants, restrictions, easements, rights and liens (hereinafter referred to collectively as Restrictive Covenants). These Restrictive Covenants shall run with the land. They are intended to burden and benefit all those who have or shall acquire an interest in the property and their successors and assigns. They shall be enforceable by any of them which can show interest.

LAND USE: The subdivision shall be used exclusively for residential purposes. No building shall be constructed, placed or permitted to remain on any lot other than one single-family dwelling not more than two and one-half stories in height (excluding any subterranean basement). No lot in the subdivision shall be used or caused to be used in any way, directly or indirectly, for any business, commercial, manufacturing, warehousing or other such nonresidential purpose, except that the developer may use any lot as a model home site and may operate display a sales office for the purpose of selling lots for as long as the developer continues to own such lot.

PARKING: No automobile, truck, house trailer, camper, boat, dune buggy or any other type vehicle shall be parked or maintained on any permanent basis on the right-of-way or in front of any lot. Only vehicles used for day-to-day transportation of the lot owners their families or invitees may be kept or stored. Campers and boats may be stored on a lot, but must be stored so as not capable of being seen from the street. Nothing contained in this paragraph shall preclude guests or invitees of any lot owner from parking in the front of any lot so long as such guest or invitee parks in the designated parking area and parks only on a temporary basis. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to the lot as reasonably possible, together with the right of ingress and egress in and upon said parking area.

CANADA title

DWELLING SIZE: Every dwelling must contain not fewer than 1000 square feet of heated space.

SET-BACK REQUIREMENTS: Each dwelling shall be constructed and placed on a lot in conformance with the minimum building set-back requirements set forth in applicable municipal or county ordinances from time to time in effect or as may be indicated on the recorded plat. The Architectural Control Committee may grant waivers or violations of set-backs shown on the recorded plat.

NUISANCES: No noxious or offensive activity or activity which is or may become an unreasonable nuisance or annoyance to any lot owner shall be conducted or permitted in the subdivision. No loud noises or noxious odors shall be emitted or permitted.

TEMPORARY STRUCTURES: No out-building, tent, shack or shed of any kind shall be placed upon any portion of any lot or common or public area, either temporarily or permanently, other than temporary structures of offices erected by the developer in connection with the construction and sale of garden homes on the lots. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence, either temporarily or permanently.

SIGNS AND ANTENNAS: No sign, poster, display, billboard or other advertising device of any kind shall be erected or displayed to the public view on any portion of the subdivision, except one sign of not more than 6 square feet advertising a lot for sale or rent may be placed on the lot, and signs, regardless of size, used by the developer to advertise the sale of lots during the period in which the developer is constructing and selling garden home in the subdivision, may be placed on the lots. No television or other antenna shall be placed or erected on the exterior of any residence. The only satellite dishes allowed will be no larger than 18" (eighteen inches) in diameter.

OIL AND MINING OPERATIONS: No exploration, drilling, development or refining of or for hydrocarbons, or quarrying or mining operation of any kind, shall be conducted or permitted, and no wells, tanks, tunnels, surface mines or underground mines shall be permitted. No derrick or other structure designed for use in boring or drilling for water, oil or natural gas shall be erected, maintained or permitted.

ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept in the subdivision, except the usual and ordinary household pets (e.g. dogs, cats, fish and birds) may be kept on any lot, provided that such animals are not kept, bred or maintained for commercial purposes or in unreasonable numbers.

GARBAGE AND REFUSE DISPOSAL: No portion of the subdivision shall be used or maintained as a dumping ground for wastes, rubbish or garbage. All such refuse stored or kept on any lot must be placed in sanitary containers, and no noxious or foul odor shall be permitted to emanate therefrom.



COVENANTS TO RUN WITH THE LAND: The covenants, restrictions, easements, rights, equitable servitudes, liens and charges set forth herein shall (a) run with the land; (b) be binding upon any and every person or entity having any rights, title or interest in the subdivision, or any part thereof, and such person's entity's heirs, executors, administrators, successors and assigns; (c) inure to the benefit of, and be binding upon, the developer, its successors in interest; and (e) be binding and in effect for a period of twenty-five years from the date this instrument is recorded in the Probate Office of Shelby County, Alabama after which period said covenants, restrictions, easements, rights, equitable servitudes, liens and charges shall be automatically extended for successive periods of ten years each unless an instrument amending or modifying this instrument, executed by a majority of the then owners of not less than three-fourths of the lots, shall be recorded in the Probate Office of Shelby County, Alabama.

CONSENT OF LOT OWNERS: Whenever the consent of the owners of the lots is required with respect to any action described herein, the consent of the owner or owners of any lot shall be deemed given if the record owner of such lot (or a majority of such record owners, if more than one) shall evidence such consent in writing.

EXTERIOR MAINTENANCE: Each lot owner shall from time to time, paint and otherwise maintain the exterior of his dwelling as needed. Such maintenance and painting shall be done in a manner harmonious with the remaining homes and shall not be completed in such a manner, color, or design so as to disrupt the harmonious blending of the original architectural plans of the other homes.

Until 90% of the lots have been sold, developer reserves the right to modify, release, amend, void, transfer or delegate all the rights, reservations, and restrictions herein set forth, and to modify, release, amend, or void any item or items set out herein.

ENFORCEMENT: If any lot owner or his heirs or assigns shall violate or attempt to violate any of the covenants herein, any owner of a lot, or group of owners of lots shall have the power and authority to prosecute and bring proceedings at law or in equity against the lot owner to enforce any covenant herein and to recover damages from such violation.

COVENANT WITH RESPECT TO MAINTENANCE OF LOTS AND IMPROVEMENTS: Each owner shall keep his or her lot and the structure thereon in good order and repair including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management. No owner of any lot shall modify the structure on his or her lot by adding a room or rooms, changing the roof lines, adding decks, materially changing or altering the color or making their alterations in the exterior appearance of the structure without the express written approval of the Architectural

Control Committee. Each owner, in acquiring title to his or her respective lot, acknowledges that the decor, color scheme, and design have been selected in such a manner to be consistent and harmonious with other houses within the subdivision and agrees to maintain his or her respective lot and structure in such a manner as to maintain and perpetuate the visual harmony within the subdivision.

DAMAGE OR DESTRUCTION: In the event of damage or destruction to any structure within the subdivision, the respective owner thereof agrees as follows:

(i) In the event of total destruction, the owner shall within (60) sixty days clear the lot of debris and commence to rebuild and reconstruct the structure in conformity with the colors, materials, plans, and specifications of the original structure so destroyed, subject to any changes or modifications as may be approved by the Architectural Control Committee.


(ii) In the case of partial damage or destruction, the owner shall as promptly as an insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

FENCES: No fence, or wall 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 to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as hereinbelow set forth. No fence shall be over 6 feet in height, and will be constructed from the rear of the home.

ARCHITECTURAL CONTROL COMMITTEE: James Mason and Jackie Williams shall serve as the Architectural Control Committee and shall serve until such time as 90% of the lots have been conveyed by developer. Upon the occurrence of said event, the then record owner of the majority of the lots within the subdivision shall have the power to elect an architectural control committee consisting of three owners of lots. Until such election takes place, James Mason and Jackie Williams shall continue to have the authority to act to enforce the covenants. Neither members of the architectural control committee shall be entitled to any compensation for services performed pursuant to this covenant.

IN WITNESS WHEREOF, the undersigned Roy L. Martin, as President of Roy Martin Construction, Inc., has hereunto set his hand and seal on this 31st day of March 1999.

Roy Martin Construction, Inc.



Roy L. Martin, President

STATE OF ALABAMA       )  
County of Shelby       )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Roy L. Martin, as President of Roy Martin Construction, Inc., whose name is signed to the foregoing instrument and who is known to me, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of  
March 1999.

Brenda H. Clayton  
Notary Public

4-27-2001  
Commission expiration date

Inst # 1999-13859

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08:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
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