

STATE OF ALABAMA  
SHELBY COUNTY

EXHIBIT "A"

Inst # 1999-27783

07/02/1999-27783  
09/19/99 IN CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
083 CM 13.50

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, John W. Owens is the owner of all of the lots, blocks and parcels of land constituting Oakwoods Subdivision:

WHEREAS, said owner desires to impose and create certain restrictions and conditions with respect to the use of said lots and the type of structures that may be erected thereon, which shall be covenants that run with the land and shall inure to the benefit of the purchasers and future owners of said lots:

NOW, THEREFORE, the said John W. Owens does hereby establish and create the following conditions and restrictions which shall apply to all of said lots in said subdivision, and does hereby covenant with any and all persons who purchase said lots or become the owners of same, that they will sell said lots only subject to such restrictions and conditions, which are as follows, to-wit:

1. **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 to quality of workmanship and materials and location.

2. **DWELLING COST, QUALITY AND SIZE.** The heated floor area of the main structure shall be not less than 1,500 square feet.

3. **BUILDING LOCATION.** No building shall be located on any on nearer than 40 feet to the front lot line, or nearer than 35 feet to any side street line. No building shall be located nearer than 20 feet to an interior lot line, except that a 10 foot minimum side yard shall be permitted for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

4. **LOT AREA AND WIDTH.** No dwelling shall be erected or placed on any lot having a width of less than 75 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 45,000 square feet.

5. **NUISANCE.** No noxious or offensive activity shall be carried out 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 structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot at any time as a residence either temporarily or permanently, Except, a mobile home for maximum of 2 years while constructing a residence.

7. **SIGNS.** No sign of any kind shall be erected without the expressed consent of the ARCHITECTURAL CONTROL COMMITTEE, except one sign of no more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during the construction and sales period.

8. **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.

9. **ANIMALS.** Horses and cows will be limited to 1 per acre. No commercial poultry houses or swine pens will be allowed. Dogs, cats and other household pets kept as "outside pets" will be limited to 1 per species per acre. No animals shall be kept so as to impose an undue nuisance upon the other neighbors at Oakwoods.

10. **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.

11. **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.

12. **SIGHT DISTANCE AT INTERSECTION.** No fence, wall, hedge or shrub planting wall, which obstructs sight lines at elevations between 2 and 6 feet above 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 correcting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection 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. No trees shall be permitted to remain within such distances of such intersection unless the Foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

#### **ARCHITECTURAL CONTROL COMMITTEE.**

1. **MEMBERSHIP.** The Architectural Control Committee is composed of John W. Owens and Tim Sullivan. A majority of the committee may designate a representative to act for it. In the event of a death or resignation of any member of the committee, the remaining member 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. At any time, after the sale of all parcels at Oakwoods, the then recorded owners of a majority of the lots 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 to it any of its powers and duties.

2. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the relative covenants shall be deemed to have been fully complied with.

#### **(d) GENERAL PROVISIONS**

1. **TERM.** 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 ten (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.

2. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain or to recover damages.

3. **SEVERABILITY.** Invalidity of any one of these covenants

by judgements or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, we have affixed our Hands and Seals on this the 28<sup>th</sup> day of May 1999.

John W. Owens (SEAL)  
John W. Owens

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John W. Owens 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 executed same voluntarily on the day it bears date.

Given under my hand and seal on May 28, 1999

Linda V. Barber  
Notary Public

MY COMMISSION EXPIRES OCT. 26, 2002

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09:49 AM CERTIFIED  
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003 CPM 13.50