

BUILDING AND USE RESTRICTIONS

FOR

MOUNTAIN CREST ESTATES, PHASE I,  
SUBDIVISION

AS RECORDED IN MAP BOOK 26, PAGE 7

OFFICE OF JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA

Inst # 1999-36673

09/01/1999-36673  
09:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
31.00

WHEREAS, the undersigned, Loreann, Inc., a corporation (hereinafter referred to as "Owner"), is the owner of all the lots in the Mountain Crest Estates, Phase I, Subdivision, a map of which is recorded in Map Book 26, page 7, in the Probate Office of Shelby County, Alabama; and

WHEREAS, said undersigned Owner is desirous of establishing restrictions and limitations applicable to all lots owned by it in said subdivision.

NOW, THEREFORE, the undersigned Owner does hereby adopt the following restrictions and limitations which shall be applicable to all the lots in said subdivision, which restrictions and limitations are as follows:

1. Each lot in said Mountain Crest Estates, Phase I, Subdivision is subject to all rights of way, easements, restrictions, building set-back lines, and other features and limitations as shown on the map or plat of said subdivision which is recorded in Map Book 26, page 7, in the Probate office of Shelby County, Alabama.

2. All residence dwellings must conform to local city, county and state regulations as they pertain to new home construction and must conform to applicable building codes. Further, applicable permits from appropriate authorities must be obtained for all construction. Sanitary sewer or septic tank arrangements must comply with state and local laws and regulations.

3. ACCESS TO SUBDIVISION LOTS:

(a) Access to and from Lot No. 1 and Shelby County Highway No. 28, and access to and from Lot No. 2 and Shelby County

Highway No. 28, shall be over and across an existing chert driveway which extends from said Highway No. 28 to and past the common corners of said lots on the Northeasterly right of way line of said Highway, and access shall be shared over and across said existing chert driveway by the owners of said lots. Said existing chert driveway now extends into the "30' x 30' Typical Driveway Easement", as shown on the map or plat of said Mountain Crest Estates, Phase I, Subdivision, and from such position may be extended and continued into Lot No. 1 as a private driveway by the owner or owners of Lot No. 1, and may be extended and continued as a private driveway into Lot No. 2 by the owner or owners of Lot No. 2.

Initial purchasers of Lot No. 1 and Lot No. 2 will, at his/her/their expense, construct over said existing chert driveway a paved or concrete driveway surface of a minimum width of twenty feet extending from the paved asphalt surface of Shelby County Highway No. 28 to the Northeasterly right of way line of said highway, as shown on said subdivision map, the construction of such paved or concreted driveway surface to be permitted and approved by the Shelby County Engineering Department or its designated representative.

(b) Access to and from Lot No. 3 and Shelby County Highway No. 28, and access to and from Lot No. 4 and Shelby County Highway No. 28, shall be over and across an existing chert driveway which extends from said Highway No. 28 to and past the common corners of said lots on the Northeasterly right of way line of said Highway, and access shall be shared over and across said existing chert driveway by the owners of said lots. Said existing chert driveway now extends into the "30' x 30' Typical Driveway Easement", as shown on the map or plat of said Mountain Crest Estates, Phase I, Subdivision, and from such position may be extended and continued into Lot No. 3 as a private driveway by the owner or owners of Lot No. 3, and may be extended and continued as a private driveway into Lot No. 4 by the owner or owners of Lot No. 4.

Initial purchasers of Lot No. 3 and Lot No. 4 will, at

his/her/their expense, construct over said existing chert driveway a paved or concrete driveway surface of a minimum width of twenty feet extending from the paved asphalt surface of Shelby County Highway No. 28 to the Northeasterly right of way line of said highway, as shown on said subdivision map, the construction of such paved or concreted driveway surface to be permitted and approved by the Shelby County Engineering Department or its designated representative.

(c) Access to and from Lot No. 5 and Shelby County Highway No. 28 shall be over and across an existing road, shown on the map or plat of said Mountain Crest Estates, Phase I, Subdivision, as "60' Future Right-of-Way".

(d) Access to and from Lot No. 6 and Shelby County Highway No. 28, and access to and from Lot No. 7 and Shelby County Highway No. 28, shall be over and across an existing chert driveway which extends from said Highway No. 28 to and past the common corners of said lots on the Northeasterly right of way line of said Highway, and access shall be shared over and across said existing chert driveway by the owners of said lots. Said existing chert driveway now extends into the "30' x 30' Typical Driveway Easement", as shown on the map or plat of said Mountain Crest Estates, Phase I, Subdivision, and from such position may be extended and continued into Lot No. 6 as a private driveway by the owner or owners of Lot No. 6, and may be extended and continued as a private driveway into Lot No. 7 by the owner or owners of Lot No. 7.

Initial purchasers of Lot No. 6 and Lot No. 7 will, at his/her/their expense, construct over said existing chert driveway a paved or concrete driveway surface of a minimum width of twenty feet extending from the paved asphalt surface of Shelby County Highway No. 28 to the Northeasterly right of way line of said highway, as shown on said subdivision map, the construction of such paved or concreted driveway surface to be permitted and approved by the Shelby County Engineering Department or its designated representative.

(e) Access to and from Lot No. 8 and Shelby County Highway

No. 28, and access to and from Lot No. 9 and Shelby County Highway No. 28, shall be over and across an existing chert driveway which extends from said Highway No. 28 to and past the common corners of said lots on the Northeasterly right of way line of said Highway, and access shall be shared over and across said existing chert driveway by the owners of said lots. Said existing chert driveway now extends into the "30' x 30' Typical Driveway Easement", as shown on the map or plat of said Mountain Crest Estates, Phase I, Subdivision, and from such position may be extended and continued into Lot No. 8 as a private driveway by the owner or owners of Lot No. 8, and may be extended and continued as a private driveway into Lot No. 9 by the owner or owners of Lot No. 9.

Initial purchasers of Lot No. 8 and Lot No. 9 will, at his/her/their expense, construct over said existing chert driveway a paved or concrete driveway surface of a minimum width of twenty feet extending from the paved asphalt surface of Shelby County Highway No. 28 to the Northeasterly right of way line of said highway, as shown on said subdivision map, the construction of such paved or concreted driveway to be permitted and approved by the Shelby County Engineering Department or its designated representative.

(f) Access to and from Lot No. 10 and Shelby County Highway No. 28, and access to and from Lot No. 11 and Shelby County Highway No. 28, shall be over and across an existing chert driveway which extends from said Highway No. 28 to and past the common corners of said lots on the Northeasterly right of way line of said Highway, and access shall be shared over and across said existing chert driveway by the owners of said lots. Said existing chert driveway now extends into the "30' x 30' Typical Driveway Easement", as shown on the map or plat of said Mountain Crest Estates, Phase I, Subdivision, and from such position may be extended and continued into Lot No. 10 as a private driveway by the owner or owners of Lot No. 10, and may be extended and continued as a private driveway into Lot No. 11 by the owner or owners of Lot No. 11.

Initial purchasers of Lot No. 10 and Lot No. 11 will, at his/her/their expense, construct over said existing chert driveway a paved or concrete driveway surface of a minimum width of twenty feet extending from the paved asphalt surface of Shelby County Highway No. 28 to the Northeasterly right of way line of said highway, as shown on said subdivision map, the construction of such paved or concreted driveway surface to be permitted and approved by the Shelby County Engineering Department or its designated representative.

(g) Access to and from Lot No. 12 and Shelby County Highway No. 28 shall be over and across an existing chert driveway which extends from said Highway No. 28 to a point which is 100 feet Northwesterly (measured along the Northeasterly right of way line of said Highway) from the common corners of Lot No. 12 and Lot No. 13, and as shown on the map of said subdivision as "Driveway Location".

The initial purchaser or purchasers of Lot No. 12 will, at his/her/their expense, construct over said existing chert driveway a paved or concrete driveway surface of a minimum width of twenty feet extending from the paved asphalt surface of Shelby County Highway No. 28 to said "Driveway Location" point on the Northeasterly right of way line of said Highway, and from such position may be extended and continued into Lot 12 as a private driveway by the owner or owners of said Lot No. 12. The construction of such paved or concreted driveway surface from said Shelby County Highway No. 28 to said "Driveway Location" point must be permitted and approved by the Shelby County Engineering Department or its designated representative.

(h) Access to and from Lot No. 13 and Shelby County Highway No. 28, and access to and from Lot No. 14 and Shelby County Highway No. 28, shall be over and across an existing chert driveway which extends from said Highway No. 28 to and past the common corners of said lots on the Northeasterly right of way line of said Highway, and access shall be shared over and across said existing chert driveway by the owners of said

lots. Said existing chert driveway now extends into the "30' x 30' Typical Driveway Easement", as shown on the map or plat of said Mountain Crest Estates, Phase I, Subdivision, and from such position may be extended and continued into Lot No. 13 as a private driveway by the owner or owners of Lot No. 13, and may be extended and continued as a private driveway into Lot No. 14 by the owner or owners of Lot No. 14.

Initial purchasers of Lot No. 13 and Lot No. 14 will, at his/her/their expense, construct over said existing chert driveway a paved or concrete driveway surface of a minimum width of twenty feet extending from the paved asphalt surface of Shelby County Highway No. 28 to the Northeasterly right of way line of said highway, as shown on said subdivision map, the construction of such paved or concreted driveway surface to be permitted and approved by the Shelby County Engineering Department or its designated representative.

4. Each lot shall be used exclusively for single-family residential purposes and shall not be used for any purpose of business, trade, nor for any purpose of institutional or group occupancy or assembly, except for occasional family, social, or civic gatherings which may be scheduled and held from time to time on an irregular basis. No more than one single-family unit shall occupy any dwelling house on any lot.

5. No more than one single-family dwelling house and one other building for garage or storage purposes may be erected on any lot, and each dwelling house so erected shall have a minimum of 2,000 square feet of heated floor space exclusive of open porches and garages. The exterior of all buildings shall be either wood, brick, stone, stucco, or pre-finished siding. Detached garages and storage buildings must conform to the same type design and materials used in the family dwelling house, and must be located to the rear of said dwelling house. Garages and storage buildings with metal exteriors are prohibited, and garage doors shall not be located on the front of the family dwelling house.



6. No part of any building, family vegetable garden, swimming pool, or other structure or improvement, shall extend nearer than 100 feet from the front line of any lot, nor within 25 feet from the side property line of any abutting property owner, nor within 40 feet from rear property line.

7. House trailers and/or mobile homes are prohibited within the subdivision, either as residential dwellings, or for storage. Recreational vehicles are permissible, provided that no more than one such vehicle shall be present on any lot, and provided further that no person or family resides therein while such vehicle is present within the subdivision. Vehicles that are not capable of moving under their own power shall not be permitted in the subdivision. All vehicles in the subdivision or parked on a residential lot shall be licensed.

8. No boats, camping trailers, recreational vehicles, or trailers shall be parked, stored or located on any location that can be seen from any street.

9. No animals or fowls shall be raised, bred or kept on any lot, except dogs (not to exceed two), cats (not to exceed two), or canaries or other pet birds which are caged within a residential dwelling house, and dogs, cats, and fowls which are permitted must be confined to the owners' property. Dogs that bark or howl continuously or intermittently for more than 60 seconds within any 30 minutes period must be silenced or removed from the subdivision.

10. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceeding, nor shall any lot or portion thereof be sold or used for the purposes of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley.

11. The exterior finish and general clean-up of constructions of any permitted structure must be completed within one year after

starting construction thereof. No outbuilding or residences shall be erected or begun on said property without plans, specifications, architectural designs, grades, and location therefor, which shall be available for inspection at any reasonable time by the Owner, or its successors or assigns, and by any other owner of any lot within the subdivision.

12. Each lot owner/owners shall at all times keep and maintain his/her/their lot, and the improvements thereon, in a clean, orderly and attractive condition, maintaining and repairing the same promptly as conditions may require. All trash, junk, debris, rubbish, garbage, grass, leaves, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal as soon as is practical, and prior to removal, the same shall be stored in sanitary containers on the lot out-of-sight and in a neat and orderly manner so as not to interfere with the aesthetics, health or welfare of other lot owners.

13. No oil or natural gas drilling, development or refining, and no quarrying or mining operations of any kind shall be granted or permitted by any lot owner upon or in any lot, nor shall any lot owner grant or permit any oil or natural gas wells, tanks, tunnels, derricks, mineral excavations or shafts to be installed, erected, or operated upon or in any lot.

14. No clothes line 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. Barbecue grills, propane gas tanks, outside heating and air conditioning units, and other such outside utility installations and storage containers, shall be located to the side or rear of the family dwelling house. No radio, television, or other communications transmitting or receiving device, or antenna, towers, or other such structure, shall be erected, maintained, or permitted on any lot, except that antennas and satellite dishes extending no higher than ten feet above any residence dwelling



roof-top shall be permitted. No more than one "dusk to dawn" light, or other lighting fixture providing continuous artificial light during the night shall be permitted on any lot.

15. No noxious or offensive trade or activity shall be carried on upon any lot or shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. No lot shall be cultivated for crops of any kind, except for home vegetable gardens of reasonable size, which must be located to the rear of the residential dwelling.

17. No signs, billboards, or other advertising matter or displays of any kind, shall be permitted on any lot, except "For Sale" or "For Rent" signs, which shall be not more than 18 inches by 24 inches, and except for one professional sign of not more than five square feet which may be erected by a builder to advertise his construction on the property during the construction period.

18. The restrictions and limitations as set forth herein shall be considered as covenants running with the land and shall bind the purchaser or purchasers of each and every lot within the subdivision, their heirs, executors, administrators, and all future assigns of the premises or any part or parts thereof, except that the same may be altered, changed, canceled, or amended at any time by the Owner or its successors and assigns, without the consent of any purchasers or subsequent owners of any of said lots, and except that such covenants and restrictions may be changed by written document entered into and executed by a majority of the owners of the lots within this subdivision after twenty-five (25) years from the date hereof.

19. Modification or invalidation of any restriction, limitation, or other provisions herein contained by judgment or court order shall, in no way, affect any of the other provisions herein which are not so modified or invalidated, and all provisions

which are not modified or invalidated shall remain in full force and effect.

IN WITNESS WHEREOF, undersigned owners have hereunto set their hands and seals on this 27<sup>th</sup> day of August, 1999.

ATTESTED BY:

LOREANN, INC.

Ann B. Head

Ann B. Head - Secretary

By J. D. Falkner

J. D. Falkner - President

STATE OF ALABAMA

SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that J. D. Falkner, whose name as President of Loreann, Inc. 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 such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 1<sup>st</sup> day of ~~August~~ September, 1999.

Lance Brasher

Notary Public

Inst # 1999-36673

09/01/1999-36673  
09:15 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
010 HNS 31.00