

STATE OF ALABAMA  
SHELBY COUNTY

DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS AND RIGHTS

HIGHLANDS

This Declaration made on this day by Highlands Subdivision, owned by James W. Glasgow and Margaret R. Glasgow, hereinafter referred to as "Owner".

WITNESSETH:

WHEREAS, the undersigned Owner owns in fee simple the following described Real Estate situated in Shelby County, Alabama, to wit:

HIGHLANDS, SECOND SECTOR, PHASE III

Lots 1-6

NOW, THEREFORE, The Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title of interest in the above described property or any part thereof, their heirs, successors and assigns shall endure to the benefit of each owner therefor, and shall, in addition thereto, be enforceable by the Shelby County Health Department and any other municipal entity at interest.

1. MINIMUM PARCEL SIZE. No parcel of land may be divided leaving any parcel less than original size of lot (all these restrictions shall apply equally to all such parcels).

2. LAND USE AND BUILDING TYPE: No lot shall be used except for single-family residential purposes. No dwellings shall be erected on any Lot containing less than 1500 square feet of living area for a one story dwelling. All two story dwellings must have a minimum of 1800 square feet of living area. Story and one-half dwellings must have a minimum of 1600 square feet of living area with at least 1200 feet of living area on the first floor. Square footage measurements shall include only the heated and cooled areas of a dwelling but shall not include porches, garages, basements or decks.

Inst # 1999-48602

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3. 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.

4. 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.

5. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction or sales period.

6. 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 a lot.

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or any other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

8. 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 authority.

9. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, 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 authority.

10. SET BACK LINE. All residence and other structures must be set back a minimum of 35 feet from the ingress and egress road. No structure of any nature may be placed closer than 10 feet to the side or back of lot.

11. SET BACK - OUTBUILDINGS No structure (in addition to the residence) may be constructed closer to the ingress and egress road than the back of the residence building.

12. CONCRETE BLOCK. No concrete block on any structure may be visible from the ingress and egress road; this means no concrete block may be visible from the road or street on the front or sides of the residential structure.

13. DRIVEWAYS. All driveways visible from the ingress and egress streets must be on the side of the lot and must be concrete.

14. ADDITIONAL REAL ESTATE MAY BE INCLUDED. Owner reserves the right to include additional real estate under these covenants.

15. ARCHITECTURAL STYLE. All homes must be country-style and/or cape cod, 1-1/2 story saltbox, 2-story colonial, or traditional and agree in esthetic value with other homes in the area. No split-level or contemporary homes are allowed. Plans must be approved prior to construction by Architectural Committee composed of:

James W. Glasgow, Margaret R. Glasgow, Lynn G. Smith

16. All windows must be wooden; also, no sliding glass doors are allowed.

17. All homes must meet Alabama Gas Corporation WISE HOMES and Alabama Power Company's specifications regarding insulation and energy efficiency.

18. Fencing may be used on any Lot with prior written approval of the same by the Committee. If fencing is not finished on both sides, the finished side must be to the outside, if it faces any street or house.

19. No automobiles or other vehicles will be stored on any Lot or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a Lot, which structure must be approved by the Committee. No tractor trailer trucks, panel vans or other commercial



trucks in excess of one ton classification shall be parked or stored on any Lot except during initial construction of a dwelling on a Lot.

20. No fence, wall, hedge or shrub planting which obstructs sight lines from any roadways within the Property shall be placed or permitted to remain on any Lot.

21. No satellite, microwave dishes or television or radio antennas shall be placed on any Lot unless first approved in writing by the Committee, except that 18 inch digital receivers shall be permitted to be placed on the dwelling so long as it is not visible from any street.

22. When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot must be completed within twelve months.

23. 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 other appropriate material. No outside burning of leaves, wood, trash, garbage or household refuse shall be permitted, except during the construction of a dwelling on such Lot.

24. During all construction, all vehicles, including those delivering supplies, must enter each Lot on the driveway only as approved by the Committee so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the Owner or his contractor will be repaired by Developer or the Committee (after 10 days written notice) and will be charged to the Owner of such Lot at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided. During construction, all Owners or contractors must keep the sites clean and attractive. No construction debris will be dumped in any area of the Property.

25. 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 10 years unless an agreement signed by a majority of the then owners of the lots has been recorded changing said covenants in whole or in part.

26. 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 violation or to recover damages.

27. SEVERABILITY. In validation of any one of the covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the OWNER has hereunto set its hand and seal this the 20th day of September, 1999.

THE HIGHLANDS

By:

James H. Glasgow  
Margaret R. Glasgow

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