

STATE OF ALABAMA)

COUNTY OF SHELBY)

**RESTRICTIONS APPLYING TO MARENGO SUBDIVISION, SECTOR TWO
ACCORDING TO THE MAP THEREOF AS RECORDED IN THE OFFICE OF
THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN MAP BOOK
26, PAGE 90 .**

The undersigned, Marengo Building and Development, Inc., owns MARENGO SUBDIVISION, SECTOR TWO as recorded in Map Book 26, Page 90 in the office of the Judge of Probate of Shelby County, Alabama, and does hereby adopt the following restrictions and covenants as to the use of said property:

1. No structure other than one detached single family dwelling with private garage shall be erected, placed, altered, or permitted to remain on any lot embraced in said subdivision.
2. Said property shall be used for residential purposes only, and not for any purpose of business or trade.
3. No temporary buildings, servant's house, stable, garage or other building shall be built and used for residential purpose prior to the completion of the dwelling house on any of said lots in accordance with these restrictions.
4. No dwelling shall be erected of less than twelve hundred (1200) square feet of finished floor area, exclusive of porches and garages.
5. No fence or walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property unless prior written approval is obtained from Marengo Building & Development, Inc., its successors or assigns.
6. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding, except with the written consent of Marengo Building & Development, Inc., its successors or assigns.
7. All roofs in the subdivision must be of earth tone colors. All expose foundation walls above grade shall be brick veneer; no concrete block foundations will be exposed on the front, on the sides, or the rear of the residence of any structure constructed in this subdivision.
8. No animals or fowls may be kept on the premises of any lot in the said subdivision, except not more than two (2) dogs and two (2) cats, which shall be confined to the said premises.
9. No clotheslines for the purpose of hanging clothes, wash or laundry shall be installed, nor shall there be the hanging of clothes, wash or laundry on any lot in the subdivision, where the hanging of said clothes, wash or laundry which is visible from any street or lot within the subdivision.
10. No satellite dish or television antennas may be placed on any lot within the subdivision nearer to the street than the rear building line

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of the residence, and said satellite dish or television antennas shall not be visible from any street within the subdivision.

11. All residences must have front yards of sodded grass, not less than three hundred (300) square yards. All yards must be maintained in a manner customary with a majority of the other residences in the area and within Marengo Subdivision. No unsightly garbage or trash may be visible from any street or lot within the subdivision except in proper garbage or trash containers and the said garbage or trash containers may be placed on the street only on those days that garbage or trash pick-up is designated by government authority or authorized franchise.

12. No recreational vehicles, junked vehicles or vehicles on which major repairs are in progress, boats, sporting equipment, business equipment, business materials or business articles, or any other unsightly refuse may be parked/stored on any lot within the subdivision, which is visible from any street or lot in the subdivision.

13. No building shall be located on any lot in the subdivision nearer to the front line, or nearer to a sideline where there is a street, than thirty (35) feet. In any event, the dimensional regulations of the zoning ordinance of The City of Calera, Alabama, approved by the City Council of the City of Calera, October 17, 1994, for an R-2 Single Family Residential District, shall be adhered to. The developer retains the right to grant variances from any setback lines specified herein.

14. No trees greater than six (6) inches in diameter nor any flowering trees may be removed from said lots, except within twelve (12) feet of the building site or without the expressed written approval of Marengo Building & Development, Inc., its successor or assigns.

15. No building, dwelling, outbuilding, garage or servants house shall be erected, begun, placed or altered on any lot until the plans, specifications and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structures in said subdivision, and as to location of the building with respect to topography and finished ground elevation by an officer or representative, duly appointed for such purpose, of Marengo Building & Development, Inc., its successors or assigns.

In the event an officer of said development company, or its designated representative, fails to approve or disapprove such design and location within seventy-two (72) hours after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The right to approve such plans may be terminated by the directors of Marengo Building & Development, Inc. at any time the said corporation shall own a minimum of ten percent (10%) of the lots and tracts in the said subdivision; otherwise, such rights shall cease ten (10) years from the date hereof.

After the directors of Marengo Building & Development, Inc. terminate its right to approve plans, the approval of plans and specifications described in this covenant shall not be required unless a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers as previously exercised by the said company.

17. Homeowners Association: It is the intent of this section to set up a framework for the incorporation of a Homeowners Association at such time as a two thirds(2/3) majority of the lot owners in the subdivision elect to have such an association. It is hereby understood that Marengo Subdivision will be developed in phases, and as those phases are developed, the owners of lots in those additional phases shall become members of any Homeowners Association incorporated by the property owners of Marengo Subdivision. There shall be one vote per lot by the owners of the lots in all phases of the subdivision recorded in probate office of Shelby County, Alabama. The dues set by this association shall also be determined by a two thirds (2/3) majority of the then lot owners. The dues shall be used to pay for the upkeep of any common areas, parks and/or street lights, etc. THE DUES ARE THE OBLIGATION OF EACH LOT OWNER, AND IF NOT PAID WHEN DUE, AND IN A TIMELY MANNER BY THE RESPECTIVE LOT OWNER, THEN SUCH CHARGE SHALL BECOME A LIEN ON THE PROPERTY (LOT) OF THAT RESPECTIVE LOT OWNER.

18. It is understood and agreed that the foregoing conditions, limitations and restrictions shall attach to and run with the land for a period of twenty-five (25) years from June 1, 1997, at which time these limitations and restrictions shall be automatically extended for successive ten (10) year periods, unless by a vote of the majority of the then owners of the lots in the subdivision, it is agreed to change said restrictions and limitations in whole or in part, during any successive ten (10) year period.

It shall be lawful for the said Marengo Building & Development, Inc., its successors or assigns, to institute and prosecute any proceedings at law or in equity against the persons, person, corporations or corporation violating or threatening to violate the said conditions, limitations and restrictions; and failure to institute legal action shall not be construed as a waiver of any right of action contained herein, for past or future violations of said restrictions.

Any and all of the foregoing covenants, terms and conditions, restrictions and limitations can be altered, changed, cancelled or amended at any time by Marengo Building & Development, Inc., its successors or assigns. Said corporation shall also have the right to grant variances from set back lines, or location of roads or right-of-ways on any lots owned by Marengo Building & Development, Inc.

19. Enforcement shall be by proceeding brought by a property owner at law or equity against any person violating or attempting to violate any covenants either to restrain violation or to recover damages.

20. Invalidation of any one of these covenants, terms, conditions, or restrictions by judgement or court order shall in no wise effect any other provision, which shall remain in full force and effect.

IN WITNESS THEREOF, Marengo Building & Development, Inc. a corporation, has caused these presents to be executed in its name and on its behalf by Joe A. Scotch, Jr., its vice president.

Marengo Building & Development, Inc.

BY: Joe A. Scotch Jr.
Joe A. Scotch, Jr., Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned notary public, in and for said County in said State, hereby certify that Joe A. Scotch, Jr., whose name as Vice President of Marengo Building & Development, Inc. a corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the same, he, as such officer and with full authority, executed same voluntary for and as the act of said corporation.

GIVEN UNDER MY HAND THIS THE 10TH DAY OF January, 2000

Martha B. Ferguson
Notary Public

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