

DECLARATION OF PROTECTIVE COVENANTS
FOR
HANNA FARMS

04/05/2000-11199
02:33 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 CJ1 23.50

STATE OF ALABAMA)
COUNTY OF SHELBY)

KNOW ALL ME BY THESE PRESENTS, THAT:

WHEREAS, the undersigned, Acton Land Company, L.L.C., an Alabama Limited Liability Company, is the owner of the real property described in Exhibit "A", attached hereto and made a part hereof, and more particularly described in the Amended Map of Hanna Farms as recorded in Map Book 26, Page 129, as recorded in the Probate Office of Shelby County, Alabama.

WHEREAS, Acton Land Company, L.L.C. (hereinafter referred to as "OWNER") is desirous of establishing uniform restrictions and limitations applicable to all lots owned by it in said subdivision known as "HANNA FARMS", said plat for the real property described in the Amended Map of Hanna Farms, as recorded in Map Book 26, Page 129, as recorded in the Probate Office of Shelby County, Alabama.

NOWHEREFORE, the undersigned, Acton Land Company, L.L.C., does hereby adopt the following uniform restrictions and limitations which are as follows:

ARTICLE I
PURPOSE

For interpreting and applying these protective covenants, their purpose shall be deemed to be to allow the purchasers of lot in Hanna Farms to enjoy the pleasures and benefits of a rural lifestyle with minimum restrictions while simultaneously imposing reasonable requirements and controls on construction, maintenance and other activities within the subdivision in order to provide for the safety and welfare of the purchasers and to preserve the beauty and value of the their property.

ARTICLE II
EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. That said property shall be used for residence and non-commercial recreational purposes only and not for any purpose of business or trade.
- B. No more than one single family dwelling, Double-wide mobile home and/or manufactured home shall be erected, placed or permitted to remain on any lot. Owner reserves the right to inspect any mobile home before it can be placed on any lot.
- C. Double-wide mobile homes and/or manufactured homes are permitted to be used as single family residences as long as such double-wide mobile homes and/or manufactured homes are new and must contain a minimum of 1,200 square feet of heated and cooled living area when placed on said lot. All Double-wide mobile homes and/or manufactured homes must be underpinned at the time of placement on a lot. Underpinning material should be brick or block, with block to have a stucco finish, to compliment the exterior of the Double-wide home and/or manufactured home. Any addition to a Double-wide home and/or manufactured home must be constructed to compliment the existing structure and be painted or covered with siding. Any pre-fabricated or site built homes are to be at least 1,200 square feet of heated and cooled living area for a one level dwelling and 1,400 square feet for a dwelling of more than one story.
- D. No single-wide mobile homes and/or manufactured homes are permitted on any lot.
- E. No Double-wide mobile homes, manufactured homes, single family dwelling or other structures shall be located on any lot nearer than 35 feet to the front or rear lot lines; nor nearer than 35 feet to any side

street; nor nearer than 15 feet to any interior lot line or side lot line; nor nearer than 50 feet from another dwelling. Not more than one private garage for more than two cars and a barn or storage building containing more than 800 square feet shall be allowed.

- F. No tent, shack, shed or other outbuilding shall be erected on any lot at any time, other than those permitted in paragraph "E" above.
- G. All driveway drainage pipes must be approved by the Shelby County engineer,
- H. No lot may be subdivided or reduced in size making any lot smaller than the original size by voluntary alienation, judicial sale or other proceedings.
- I. No animals, livestock or poultry of any kind shall be raised, bred, kept on any Lot, except dogs, cats and other household pets, limited to a per lot aggregate of four (4) provided that they are not bred or maintained for commercial purposes. No more than four (4) total dogs, cats or other household pets may be kept on any lot. All dogs, cats and/or other household pets shall be either kept inside the dwelling or in a fenced area or kennel. While walking dogs or other household pets, such animals shall be kept on a leash. Pets shall not create a nuisance to surrounding lot owners nor be vicious in nature. It shall be the authority of the ACC to determine what constitutes a nuisance, disturbance or that a pet is vicious in nature.
- J. No commercial vehicles may be stored or maintained on any lot. A motor home, travel home or recreational vehicle, camper or boat may be stored out of view from the front street, or stored in a barn if one is constructed, but in no case stored or maintained in front of any dwelling. Outdoor storage of abandoned or inoperable motor homes, travel homes, recreational vehicles, campers or boats shall not be allowed. Junk cars, junk piles, garbage piles or any such thing considered to be an eyesore or a detriment to the other tracts are not to accumulate on any lot.
- K. No lot shall be used as a dumping ground for rubbish or trash. All trash, garbage, rubbish or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of trash, garbage, rubbish or other waste shall be kept in a clean and sanitary condition.
- L. Privacy fence or chain link fence may be installed for the rear portion of the property. Any fence shall not come forward of the rear corners of any dwelling. No fence shall be higher than six (6) feet nor shorter than four (4) feet.
- M. No exterior radio, television antennas, or satellite dishes shall be permitted in front of a dwelling or visible from the front street. Only eighteen (18") inch satellite dishes shall be permitted.
- N. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- O. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved by the Shelby County Health Department. No septic tank or field line shall be constructed within twenty (20) feet of an adjoining property line. No septic lines or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining lot, property line or road.
- P. Outside air conditioning units or window units may not be visible from the front of the dwelling or the front street.
- Q. Any natural gas storage tanks shall not be visible from the front of the dwelling or the front street.

**ARTICLE III
ARCHITECTURAL CONTROL COMMITTEE**

- A. The Architectural Committee (Hereinafter referred to as the "ACC") shall consist of one initial member, Danny F. Acton, the Owner. When the Owner has sold all the lots in Hanna Farms, the ACC will be comprised of three (3) individuals who are lot owners and shall be elected by a majority of the fee simple owners of the lots within the property and at such time the affirmative vote of a majority of the members of the committee shall be required in order to issue any permit and authorization set forth herein.
- B. The ACC reserves the right to inspect any double-wide mobile home before it can be placed on a lot. No buildings or outbuildings of any type or any fence shall be erected, placed or altered on any lot until the construction plans and the specifications and the plans showing the location of the construction have been approved by the ACC as to the quality of materials, harmony of external design with existing temporary and finish grade elevation.
- C. One set of prints of the drawings (herein referred to as "plans") for each house or other structure (such as a detached garage or storage building or workshop) proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the ACC. The plans submitted to the ACC shall be retained by the ACC. Said plans shall be delivered to Danny F. Acton c/o Cornerstone Properties Real Estate, Inc., 2232 Cahaba Valley Drive, Birmingham, AL 35242.
- D. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC or its designated representative fail to approve or disapprove within thirty (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 after the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

**ARTICLE IV
GENERAL REQUIREMENTS**

- A. Swimming pools must be approved by the ACC.
- B. It is the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkempt conditions or grounds which shall tend to decrease the beauty of the neighborhood as a whole.
- C. Lot owners shall use commercial garbage and trash disposal services and shall not burn, bury or otherwise dispose of garbage or trash on the property.
- D. No hunting shall be allowed on the property. No discharge of firearms shall be allowed.
- E. No use of fireworks shall be allowed on the property unless supervised by an adult lot owner. Use of fireworks shall not be allowed at anytime during dry or drought conditions when risk of fire is present.
- F. No lumber, metals, bulk or scrap materials shall be stored or allowed to accumulate on any lot, except those materials used during the construction of any approved structure or improvement.
- G. No sign of any kind shall be displayed to the public view on any lot except, 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 period.
- H. The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions, imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

- I. Any person purchasing a lot or lots in the referenced subdivision shall execute an agreement with the owner to abide by the protective covenants and to construct any house in accordance with the architectural standards established by the ACC.
- J. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of twenty-five (25) years from the date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten (10) years, unless by a majority of a two-thirds (2/3) then owners of the lots, each owner casting one vote for each lot owned, it is agreed in writing to change said restrictions in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other persons or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.
- K. Owner, his heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the set forth restrictions on lots as long as the Owner has ownership or title to at least one lot.

IN WITNESS WHEREOF, the said Danny F. Acton, as Managing Member, of Acton Land Company, L.L.C., who is duly authorized and has caused this Declaration of Restrictive Covenants on this the 4th day of April, 2000.

ACTON LAND COMPANY, L.L.C.

BY: Danny F. Acton
Danny F. Acton, Managing Member

State of Alabama)
Jefferson County)

I, Clayton T. Sweeney, the undersigned, a Notary Public in and for said County in said State, hereby certify that Danny F. Acton, whose name as Managing Member of Acton Land Company, L.L.C., is signed to foregoing document, he, as such member and with full authority, executed to same voluntarily for and as the act of said Limited Liability Company.

Given under my hand and official seal, this the 4th day of April, 2000.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6/5/2003

This Instrument prepared by:
Clayton T. Sweeney
Attorney At Law
2700 Highway 280 East Suite 290E
Birmingham, AL 35223

CONSENT OF OWNER

FAITH HOMEBUILDERS, INC., as owner of Lot 5, according to the Amended Map of Hanna Farms as recorded in the Office of the Judge of Probate of Shelby County, Alabama, and made subject to the above and foregoing Declaration of Protective Covenants for Hanna Farms, does hereby consent to the filing of the Declaration of Protective Covenants for Hanna Farms and does hereby agree that said property shall remain subject to the terms and conditions of the Declaration of Protective Covenants.

IN WITNESS WHEREOF, the undersigned has duly executed this consent on this 31 day of March, 2000.

FAITH HOMEBUILDERS, INC.

By: Sandra F. Varner
Its: President

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Sandra F. Varner, whose name as President of Faith Homebuilders, Inc., an Alabama corporation and who is known to me acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 31 day of March, 2000.

Charlotte Barnett
Notary Public

My Commission Expires:

Dec. 18, 2000

This instrument was prepared by:
Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 290E
Birmingham, AL 35223

CONSENT OF LENDER

First National America's Bank as the holder and owner of the mortgage securing the property described in the Plat of HANNA FARMS, recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 26, at Page 129 and made subject to the above and foregoing Declaration of Protective Covenants for HANNA FARMS, does hereby consent to the filing of the Declaration of Protective Covenants for HANNA FARMS and does hereby agree that said property shall remain subject to the terms and conditions of the Declaration of Protective Covenants if the Bank should succeed to the interest of the Developer of the Property by Foreclosure of its mortgage or by accepting a deed in lieu of the foreclosure.

IN WITNESS WHEREOF, the undersigned has duly executed this consent on this 5TH day of April, 2000.

FIRST NATIONAL AMERICA'S BANK

By: Russell Spragg
Its: ASST. VICE PRESIDENT

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Russell Spragg, whose name as Assistant Vice President of First National America's Bank, an Alabama bank and who is known to me acknowledged before me on this day that, being informed of the contents of the above and foregoing consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 5 day of April, 2000.

Rene Spradley
Notary Public

My Commission Expires:

MY COMMISSION EXPIRES SEPT. 10, 2001

This Instrument Prepared By:
Clayton T. Sweeney, Attorney at Law
2700 Highway 280 East, Suite 290E
Birmingham, AL 35223

EXHIBIT "A"

LEGAL DESCRIPTION:

A part of the SE 1/4 of the NW 1/4, SW 1/4 of the NE 1/4, NW 1/4 of the SE 1/4 and the NE 1/4 of the SW 1/4 all in Section 1, Township 19 South, Range 2 East, Shelby County, Alabama and being more particularly described as follows: For a POINT OF BEGINNING, commence at the Northeast corner of the NW 1/4 of the SE 1/4 of said Section 1, and proceed thence South 2 degrees 31 minutes 07 seconds West along the East boundary of said NW 1/4 of the SE 1/4 for a distance of 652.06 feet; thence North 88 degrees 13 minutes 52 seconds West 1341.60 feet to a point on the West boundary of said NW 1/4 of the SE 1/4; thence 2 degrees 44 minutes 57 seconds East along the West boundary of said NW 1/4 of the SE 1/4 for 653.86 feet to the Northwest corner of said NW 1/4 of the SE 1/4; thence North 88 degrees 09 minutes 21 seconds West along the South boundary of the SE 1/4 of the NW 1/4 for a distance of 938.95 feet; thence South 2 degrees 47 minutes 53 seconds West 200.00 feet; thence North 88 degrees 09 minutes 21 seconds West parallel to the South boundary of said SE 1/4 of the NW 1/4 for a distance of 400.00 feet to a point on the West boundary of the NE 1/4 of the SW 1/4; thence North 2 degrees 47 minutes 53 seconds East along the West boundary of the East one-half of the West one-half for a distance of 1443.27 feet to a point on the South right of way boundary of Highway No. 466 (R/W 60'); thence proceed along said highway the following short chord bearings and distances; thence South 88 degrees 06 minutes 20 seconds East 925.73 feet; thence South 83 degrees 12 minutes 49 seconds East 419.99 feet; thence South 84 degrees 39 minutes 27 seconds East 353.63 feet; thence North 89 degrees 10 minutes 44 seconds East 662.32 feet; thence North 82 degrees 14 minutes 53 seconds East 317.83 feet to the point of intersection with the South right of way boundary of said Highway No. 466 and the East boundary of the West one-half of the East one-half of said Section 1; thence South 2 degrees 31 minutes 07 seconds West along the East boundary of said West one-half of the East one-half for 1268.39 feet back to the POINT OF BEGINNING.

According to the survey of Billy R. Martin, Al. Reg. No. 10559, dated June 29, 1998.

Inst # 2000-11199

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SHELBY COUNTY JUDGE OF PROBATE

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