

STATE OF ALABAMA)

COUNTY OF SHELBY)

DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, EASEMENTS, AND AGREEMENTS
FOR
COBBLESTONE VILLAGE

I. COBBLESTONE VILLAGE HOMEOWNERS' ASSOCIATION

1. Every owner of a lot in Cobblestone Village is subject to assessment and shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment and subject to the provisions of the Protective Covenants.
2. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than (1) person holds and interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any lot.
3. There will be annual assessment of Fifty and no/100 Dollars (\$50.00) to be paid for the maintenance of the entrance way, access easements, landscaping and any other deemed common area maintenance within the subdivision. The assessment will be due and payable at the closing of each home in the subdivision. The annual assessment of Fifty and no/100 Dollars (\$50.00) shall be made payable to Cobblestone Village Homeowners' Association and due on or before May15 of each year of ownership.
4. The maximum annual assesment may be increased each year by not more than five percent (5%) of the previous year's assessment without a majority vote of the Cobblestone Village Homeowners' Association.
5. Written notice of any meeting called for the purpose of taking any action authorized under Article I shall be sent to all members not less than thirty (30) days not more than sixty (60) days in advance of the meeting.

II. GENERAL REQUIREMENTS

1. No violation of any of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagee's or foreclosure sale shall be bound by and subject to this declaration as fully as any other owner of any portion of this property.
2. All lots shown on the recorded plot of Cobblestone Village shall be for single family residence only.
3. No lot on the recorded plot of Cobblestone Village shall be subdivided or set back lines changed without the written permission of the Cobblestone Homeowners' Association.

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4. No building, structures, or swimming pools shall be erected, altered, placed or permitted without written permission of the Cobblestone Village Homeowners' Association.
5. All structures shall have their front entrances facing the front street.
6. No building shall be located on any lot nearer than 10 feet from the front lot line. No building except a detached garage shall be located nearer than 3 feet from the side lot line unless approved by the Cobblestone Village Homeowners' Association.
7. No trade or business activity or noxious or dangerous activity of any kind shall be carried on upon any lot within the property, which may become a nuisance to other lots within the property.
8. No clothesline will be permitted if visible from the street.
9. No external antennas of any kind will be permitted. No satellite dishes will be permitted larger than 30 inches or mounted on, in front, or on the front of a residence, unless approved by the Cobblestone Village Homeowners' Association.
10. No commercial vehicles shall be permitted. No trailers, mobile, or stationary, shall be permitted. All campers, boats, and motor homes shall be parked on the property so as not to be visible from the street.
11. No out buildings of any kind, either permanent or temporary, (tents, shacks, portable sheds etc.), will be permitted.
12. No disabled or non operating, nor wrecked vehicle will be permitted on any lot or any street within the subdivision.
13. Trash, garbage, leaves, etc., shall not be kept on any lot except in sanitary containers and said trash cannot be visible from the street.
14. No animals, livestock, or poultry of any kind shall be kept on any lot, except that the owner may keep no more than 2 dogs and or 2 household cats provided they are not kept for any commercial use or purpose and said animals do not become a nuisance to other lot owners.
15. All exterior lighting will be prohibited unless approved in writing by the Cobblestone Village Homeowners' Association, except for seasonal lighting.
16. No fence, privacy wall or other dividing structure shall be erected on any lot unless approved in writing by the Cobblestone Village Homeowners' Association. NO CHAIN LINK FENCING IS ALLOWED.
17. No basketball goals on any lot, free standing or attached to the building, visible from Cobblestone Terrace.
18. No more than one sign, 3 feet or smaller, allowed on a lot for longer than seven days; except for a 5 foot real estate sign.
19. It is the intention and purpose of the covenants in these restrictions for all dwellings to be subject to the same minimum quality, workmanship, material, and size. No dwelling shall be constructed that shall have less than 1200 total square feet.

20. No exterior alterations or additions shall be made unless approved in writing by the Cobblestone Village Homeowners' Association.
21. All mailboxes are to be the same type and design as approved by the Cobblestone Village Homeowners' Association
22. No tree larger than 3 inches in diameter shall be cut or removed from any lot unless approved in writing by the Cobblestone Homeowners' Association.
23. Burning trash, refuse or other materials on any lot is prohibited.
24. No window or through the wall air conditioning units shall be permitted.
25. All exterior colors will be restricted to the colors represented on our color boards, exterior trim, siding color and brick unless otherwise approved by Cobblestone Village Homeowners' Association.
26. No cinder blocks used in buildings or retaining walls to be exposed.

THESE CONVENANTS AND RESTRICTIONS MAY BE ALTERED ONLY WITH THE CONSENT
OF
A MAJORITY OF PAID MEMBERS OF THE COBBLESTONE VILLAGE HOMEOWNERS'
ASSOCIATION.

*President of Cobblestone Village Homeowners'
Victoria J. Hopping Association*

Chanty R Hogg

MY COMMISSION EXPIRES
4-11-2004

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