

**General Covenants, Restrictions, and Easements**  
**Teri Moore Breitinger Lots**



20030612000367780 Pg 1/9 35.00  
Shelby Cnty Judge of Probate, AL  
06/12/2003 08:37:00 FILED/CERTIFIED

Recorded as Instrument Number \_\_\_\_\_  
In the Probate Office of Shelby County, Alabama

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Teri Moore Breitinger is the Owner and Developer, (herein after referred to as the "Developer"), of all lots in the Deed a plat of which is recorded in Map Book 107 , Page(s) 375 , in the Probate Office of Shelby County, Alabama, said plat being made a part hereof by reference thereto, and

WHEREAS, the Developer is desirous of establishing certain general covenants, restriction, and easements applicable to all lots owned by it in said survey of Teri Moore Breitinger NOW THEREFORE, the Developer does hereby adopt, proclaim and publish general covenants, restrictions, and easements which shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations of all future owners in said Teri Moore Breitinger Lots and Developer hereby declares that all of the said lots in Teri Moore Breitinger shall be owned, sold, transferred, conveyed, and occupied subject to all of the General Covenants, Restrictions, and Easements herein set forth, said General Covenants, Restrictions, and Easements being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use, and which are set forth as follows:

1. **RESIDENTIAL USE.** The said property shall be used for single family residence purposes only and not for any purpose of business or trade.
2. **FLOOR AREAS.** No single-family residence shall be constructed containing less than 1800 square feet of heated and air conditioned interior floor space, exclusive of porches, garages and carports. For a 1-1/2 story dwelling, the main level must contain a minimum of 1,400 square feet and 500 square feet in the half story. For a 2 story dwelling, a minimum of 1,050 square feet each on the 1<sup>st</sup> and 2<sup>nd</sup> levels.
3. **SETBACKS.** All single family residences or other authorized structures shall comply with the following setback requirements. No residence or structure shall be constructed closer than:
  - A. Minimum front line setbacks to be 51 feet from front property line.
  - B. Side-line setback on each side to be 10 feet from the

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- property line.
- C. 25 feet to any rear lot line; and
  - D. Request for variance for items a, b or c, will be presented to the Developer only if aforesaid requirements cannot be met because of the topography of a particular lot.
4. **TEMPORARY STRUCTURES.** Except for the construction and development activities of Developer and Builder no temporary structure of any kind shall be used, or placed upon the lot, including but limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures.
  5. **UTILITIES.** The Lot owner shall be responsible for the cost and expense of the installation of all utilities used on any lot.
  6. **DRAINAGE.** The lot owner shall be responsible for the drainage of all surface waters on the lot so as not to increase the natural drainage across neighboring lots. The lot owner shall also be responsible for drainage and silt control during the construction and landscaping of his/her residence.
  7. **LOT MAINTENANCE.** Each owner of any lot shall at all times keep and maintain said lot and improvements thereon in a clean, orderly, and attractive condition, maintaining and repairing the residence promptly as conditions may require. All trash, rubbish, garbage, grass, leaves, tree limbs, weeds, vines, and other materials shall be removed for proper disposal from a lot as soon as is practical, and prior to removal, the same shall be stored 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 homeowners. No such material shall be placed or stored on any street or public right of way.
  8. **SIGHT EASEMENTS.** No fence, wall, tree, shrub, or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having clear, open and safe scope of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on public right of way. Height of shrubbery near intersections not to exceed 30 inches.
  9. **FENCES, CLOTHESLINES, AND MAILBOXES.** No fence wall (above the grade of the lot), or hedges may be installed in front of a residence. Walls and fences on the property are to be approved in writing by the Developer or by the Architectural committee, its

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successors, or assigns, prior to installation. No clotheslines are permitted. Mailboxes are to be of a design specified by the developer.

10. **WINDOWS; YARDS.** All windows shall be wood framed or encased. Metal windows of any kind will not be permitted. All front and side yards must be seeded, or sodded, except in natural areas.
11. **GARAGE OPENINGS.** Garage openings shall not face the street. Exceptions may be granted by the Architectural Control Committee in their sole discretion, and said exceptions must have electric door openers installed and operating.
12. **ARCHITECTURAL APPROVAL REQUIRED.** No structure shall be commenced, erected, placed, moved on to or permitted to remain on any lot, nor shall any existing structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced on any lot, unless plans and specifications (including a description of any proposed new use) thereof shall have been submitted to and approved in writing by the Developer or by an Architectural Committee appointed by the Developer. Such plans and specifications shall be in such form and shall contain such information as may be required by the Developer or by the Architectural Committee appointed by the Developer. Such plans and specifications shall be in such form and shall contain such information as may be required by the Developer or by the Architectural Committee, but in any event shall include: (1) a site plan of the lot showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular lot, including proposed front, rear, and side setbacks and free spaces, if any are proposed, of all structures, the location of all parking spaces and driveways on the lot, (2) a clearing plan for the particular lot showing the location of sanitary sewer service lines, and such other information required by the Developer or the Architectural Committee, (3) a drainage plan, including a construction drainage plan, including a construction drainage plan for silt control, and (4) a plan for landscaping.
13. **PETS.** No animals, birds, or reptiles shall be kept or be possessed in Teri Moore Breitinger Lots by any person owning a lot, except for commonly accepted household pets. Any such pet shall be kept

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by any homeowner with in the limitations of the lot and residence thereon, and no pet shall be permitted to leave said lot or residence without being controlled at all times by the owner. No kennels will be allowed.

14. **SIGNS.** No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted anywhere except as proved herein. The Developer or Architectural Committee may, in its discretion, adopt and promulgate rules and regulations relation to signs which may be employed. The Developer and builders shall be permitted to install their signage.
15. **UTLITY EASEMENTS.** Developer, or any utility authorized by it reserves a 10 foot easement across the back of and along each side of each lot, for the purpose of constructing, maintaining, and repairing utility lines and equipment and for water mains and storm drains, and other general use facilities: provided, however, that said easement area shall be maintained by the lot owner, except for those obligations of public authorities or utility companies.
16. **NUISANCES.** No substance, thing, or material shall be kept upon any lot that will emit foul or obnoxious order, or that will cause any noise that will or might disturb the peace, quite, comfort, or serenity of the occupant of surrounding property. No boat, boat trailer, house trailer, trailer, motor home, truck commercial vehicle, motorcycle, golf cart, or any other similar item shall be stored in the open on any lot for a period of time in excess of twenty-four (24) hours. No satellite dishes are permitted on any lot without the approval of the Architectural Committee. The 18" satellite dish is accepted from the restriction. The location of any satellite dish must be approved by the Architectural Committee.
17. **RESTRICTIONS ON ACCESS.** No vehicular access is permitted from any lot to public roads outside the boundaries of the subdivision except by roads constructed by the Developer in the development.
18. **ZONING AND SPECIFIC RESTRICTIONS.** The covenants, restrictions, and easements herein 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. In the event of conflict, the most restrictive provision of such laws, rules, regulations,

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deeds, or the general covenants, restrictions and easements shall be taken to govern and control.

19. **GRANTEE'S ACCEPTANCE.** The grantee of any lot subject to the coverage of these general covenants, restrictions, and easements, by acceptance of the deed or other instrument conveying an interest in or title to or execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of the covenants, restrictions, and easements herein contained.
20. **INDEMNITY FOR DAMAGES.** Each and every lot owner and future lot owner, in accepting a deed or contract for an lot subject to these general covenants, restrictions, and easements, agrees to indemnify and defend Developer against and hold Developer harmless from any damage caused by such lot owner, or the contractor, agent or employees of such lot owner, roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water drainage or storm sewer lines or sanitary sewer lines.
21. **ENFORCEMENT.** In the event of a violation or breach of any of these general covenants, restrictions, and easements or any amendments thereto by a lot owner, or family or agent of such lot owner, the owner of lots, Developer, its successors and assigns, or any party to whose benefit these general covenants, restrictions and easements inure shall have the right to proceed at law or in equity to compel the compliance with the terms and conditions hereof, to prevent the violation or breach of said general covenants, restrictions, and easements, to sue for and recover damages, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of the aggrieved party to initiate an available remedy set forth herein shall be held to be waiver of that party or an estoppels of that party or of any other party to assert any right available to him upon the recurrence or continuation of said or continuation of said violation or the occurrence of a different violation. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforced any provision hereof shall be entitled specifically to relief by say of injunction as well as any other

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available relief at law or equity.

Any party to a proceeding who succeeds in enforcing a general covenant, restriction, or easement or enjoining the violation of the same against a lot owner may be awarded a reasonable attorney's fee against such lot owner.

22. **INTERPRETATION BY DEVELOPER.** Developer shall have the right to construe and interpret the provisions hereof, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction of interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.
23. **ASSIGNMENTS BY DEVELOPER.** In the event that the Developer should sell the Teri Moore Breitinger Lots to a third party, Developer shall be empowered to assign its rights hereunder to said third party and, upon such assignment said third party shall have all the rights and be subject to all the duties of Developer hereunder.
24. **RULES AND REGULATIONS.** All homeowners shall at all time comply with all rules and regulations, orders, laws, ordinances, statues, and decrees of any governmental or political entity or persons, and any rules and regulations adapted by Developer or its successors, assigns or designees.
25. **MAILBOXES.** All mailboxes and posts must be of a designed specified by the developer.
26. **EXCEPTION FOR DEVELOPER.** Paragraphs 1 through 24 shall not apply to Developer during the course of development of the property.
27. **RIGHTS OF DEVELOPER TO MODIFY COVENANTS, RESTRICTIONS AND EASEMENTS.** The undersigned Developer, its successors or assigns, reserves the right to modify, release, amend, void transfer or delegate any and all of the rights, reservations, and restrictions herein set forth, or the right to modify, release, amend, void, or transfer any one or more of the said herein set forth general covenants, restrictions, and easements on lots in said subdivision, at his sole discretion.
28. **PROPERTY OWNERS ASSOCIATION.** A property Owners Association will be formed at a time determined in the sole discretion of the Developer, to promote community integrity, maintain the entrance and rights-of-ways and for other purposes

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determined by the Association. The Association shall have the right to assess charges against each parcel of land for said maintenance of the entrance and rights of way and for any other purposes determined by the Association. The Association shall have the right to assess charges against each parcel of land for said maintenance of the entrance and rights of ways and for any other costs agreed to by two-thirds of the 'property owners'. Each owner, by acceptance of a deed for any property in Teri Moore Breitinger Lots shall become a member of the Association and is deemed to have covenanted and agreed to pay the Association charges as provided herein. These charges together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be continuing lien upon the property against which each such charge is made.

29. TITLE. It is understood and agreed that said general covenants, restrictions and easements, shall attach to and run with the land for a period of twenty (20) years from \_\_\_\_\_, 20\_\_\_\_, and at which time the said general covenants, restrictions, and easements shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then majority of the owners of the lots of Teri Moore Breitinger Lots it is agreed in writing to change said covenants, restrictions, and easements in whole or in part.

Invalidation of any one of the general covenants, restrictions, and easements by judgments or court order shall in no way affect any of the other provisions, which remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned Teri Moore Breitinger has hereunto set her hand and seal of the 30<sup>th</sup> day of May, 2003.

\_\_\_\_\_  
(Witness)

By: Teri Moore Breitinger  
Teri Moore Breitinger

State of Alabama  
County of Shelby

I, the undersigned, a Notary Public in and for said County in the State, hereby certify whose name is signed to the foregoing instrument and who is know to me, acknowledged before me 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, on the day the same bears date.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SEE ATTACHED  
CALIFORNIA ALL PURPOSE  
ACKNOWLEDGEMENT

Tonia V. Bierman  
826 Orange Avenue  
Coronado, CA 92118

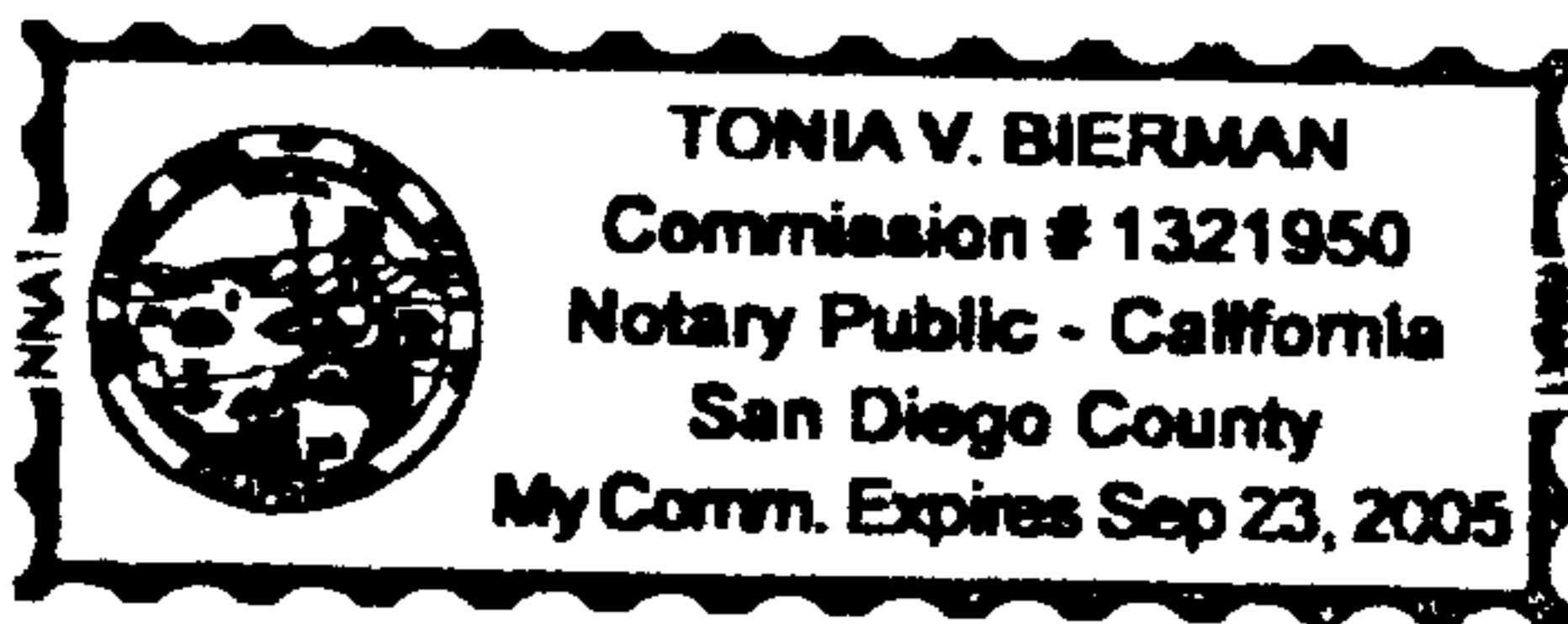


### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of San Diego } ss.

On May 30, 2003 before me, Tonia V. Bierman, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Teri Moore Breitinge  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tonia V. Bierman  
Signature of Notary Public

#### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

#### Description of Attached Document

Title or Type of Document: General Covenants, Restrictions, and easements Teri Moore Breitinge Lot

Document Date: 5-30-03 Number of Pages: 8

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

