

IRONWOOD SUBDIVISION

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, EASEMENTS, RIGHTS AND LIENS

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, Ironwood Development, LLC, is the owner and developer of all lots in the Survey of Ironwood Subdivision, as recorded in Map Book 32, Page 88 + 89, in the Office of the Judge of Probate, Shelby County, Alabama.

WHEREAS, Owner wishes to insure uniformity in the development of the property and to protect the value and desirability of the Property; now, therefore, the owner declares each and every lot which comprises the property to be subject to the following covenants, restrictions, easements, rights and liens (hereinafter referred to collectively as Restrictive Covenants). These Restrictive Covenants shall run with the land. They are intended to burden and benefit all those who have or shall acquire an interest in the property and their successors and assigns. They shall be enforceable by any of them which can show interest.

1. **LAND USE:** The subdivision shall be used exclusively for residential purposes. No building shall be constructed, placed or permitted to remain on any lot other than one single-family dwelling not more than two and one-half stories in height (excluding any subterranean basement). No lot in the subdivision shall be used or caused to be used in any way, directly or indirectly, for any business, commercial, manufacturing, warehousing, or other such nonresidential purpose, except that the developer may use any lot as a model home site and may operate or display a sales office for the purpose of selling lots for as long as the developer continues to own such lot.
2. **PARKING:** No automobile, truck, house trailer, camper, boat, dune buggy, or any other type vehicle shall be parked or maintained on any permanent basis on the right-of-way or in front of any lot. Only vehicles used for day-to-day transportation of the lot owners, their families or invitees may be kept or stored. Campers and boats may be stored on a lot, but must be stored so as not capable of being seen from the street. Nothing contained in this paragraph shall preclude guests or invitees of any lot owner from parking in the front of any lot so long as such guest or invitee parks in the designated parking area and parks only on a temporary basis. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than two automobile parking spaces, which shall be as near and convenient to the lot as reasonably as possible, together with the right of ingress and egress in and upon said parking area.
3. **DWELLING SIZE:** Every dwelling shall contain not fewer than 1200 square feet of heated space.

4. **SET-BACK REQUIREMENTS:** Each dwelling shall be constructed and placed on a lot in conformance with the minimum building set-back requirements set forth in applicable municipal or county ordinances from time to time in effect or as may be indicated on the recorded plat. The Architectural Control Committee may grant waivers or violations of set-backs shown on the recorded plat.
5. **NUISANCES:** No noxious or offensive activity or activity which is or may become an unreasonable nuisance or annoyance to any lot owner shall be conducted or permitted in the subdivision. No loud noises or noxious odors shall be emitted or permitted.
6. **TEMPORARY STRUCTURES:** (a) Except as provided in Section _____ herein for a model or sales office, no out-building, tent, shack or shed of any kind shall be placed upon any portion of any lot or common or public area, either temporarily or permanently, other than temporary structures of offices erected by the developer in connection with the construction and sale of garden homes on the lots. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence either temporarily or permanently.

(b) There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling is completed and a Certificate of Occupancy for such dwelling has been issued by the appropriate governmental authorities.

(c) 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 (12) months.

(d) Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street on corner lots. Utilities meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street. No window air conditioning units shall be permitted at any time.
(e) Vinyl clad or solid vinyl windows will be used exclusively on the sides, fronts and rears of all dwellings constructed.

(f) No concrete block work, including foundations, concrete block steps, walkways, walls or any other concrete block work, whether painted, or otherwise, shall show above ground or from the exterior of any dwelling.

(g) Except as set out in Section e above, no siding shall be used on the construction of any dwelling, except as approved by the Committee. The Committee shall have the right, in its sole and absolute discretion, to establish what types of exterior building materials may be utilized on any dwelling or other structures or improvements to a Lot.

(h) Fencing may be utilized on any Lot with prior written approval of the same by the Committee.

(I) Upon the completion of a dwelling, all front and side yards will be landscaped with sod and other landscaping approved by the Committee. The rear yard may be seeded or sprigged.

(j) The roof on any dwelling shall not be less than 6 in 12 unless first approved in writing by the Committee. All roof vents and pipes shall be painted as near the color of the roof as possible and shall be located on the rear of the dwelling and not visible from the front. All roofs will be three dimensional roofing product and all homes will use the same color in this Sector. No solar or other energy collection devise or equipment shall be maintained on any Lot or dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof ridge of any dwelling except for approved chimneys, exhaust fans and vent stacks.

7. **SIGNS AND ANTENNAS:** No sign, poster, display, billboard, or other advertising device of any kind shall be erected or displayed to the public view on any portion of the subdivision, except one sign of not more than 6 square feet advertising a lot for sale or rent may be placed on the lot, and signs, regardless of size, used by the developer to advertise the sale of lots during the period in which the developer is constructing and selling garden home in the subdivision, may be placed on the lots. No television or other antenna shall be placed or erected on the exterior on any residence. The only satellite dishes allowed will be no larger than 18" (eighteen inches) in diameter.

8. **OIL AND MINING OPERATIONS:** No exploration, drilling, development or refining of or for hydrocarbons, or quarrying or mining operation of any kind, shall be conducted or permitted, and no wells, tanks, tunnels, surface mines or underground mines shall be permitted. No derrick or other structure designed for use in boring or drilling for water, oil or natural gas shall be erected, maintained or permitted.

9. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept in the subdivision, except the usual and ordinary household pets (e.g. dogs, cats, fish and birds) may be kept on any lot, provided that such animals are not kept, bred or maintained for commercial purposes or in unreasonable numbers.

10. **GARBAGE AND REFUSE DISPOSAL:** No portion of the subdivision shall be used or maintained as a dumping ground for wastes, rubbish or garbage. All such refuse stored or kept on any lot must be placed in sanitary containers, and no noxious or foul odor shall be permitted to emanate therefrom.

11. **COVENANTS TO RUN WITH THE LAND:** The covenants, restrictions, easements, rights, equitable servitude, liens and charges set forth herein shall (a) run with the land; (b) be binding upon any and every person or entity having any rights, title or interest in the subdivision, or any part thereof, and such person's entity's heirs, executors, administrators, successors and assigns; (c) inure to the benefit of, and be binding upon, the developer, its successors in interest; and (e) be binding and in effect for a period of fifty (50) years from the date this instrument is recorded in the Probate Office of Shelby

County, Alabama after which period said covenants, restrictions, easements, rights, equitable servitude, liens and charges shall be automatically extended for successive periods of ten years each unless an instrument amending or modifying this instrument, executed by a majority of the then owners of not less than three-fourths of the lots, shall be recorded in the Probate Office of Shelby County, Alabama.

(f) Developer reserves the right to make any road or other improvements within the Property to change or extend the present road or other street grades, if necessary, without liability to the Owners for any claims for damages; and further reserves the right to change or modify the restrictions on any Lots within the Property.

(g) 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 Committee (after ten (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 must keep homes, garages and building sites clean and attractive. No construction debris will be dumped on any area of the Property or any Common Area.

11. **RESTRICTION ON OUTSIDE USE OF PROPERTY & LANDSCAPING.** Wood piles shall be located only at the rear of a dwelling and should be screened from view from public streets and adjacent Lots. Children's toys, swings, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling and shall be located so as not to be visible from any public street. Free-standing playhouses and tree houses must be approved by the Committee; no above ground swimming pools shall be allowed on any Lot. All outdoor furniture for any dwelling shall be kept and maintained only at the rear or behind the dwelling. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from any public street. Statues, water fountains, bird baths, bird feeders, wood carvings, plaques and other home crafts shall be allowed only at the rear of a dwelling and should not be visible from any public street. No rocks, rock walls, fencing or other substances shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. Seasonal or holiday decorations (e.g. Christmas trees and lights, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or dwelling within thirty (30) days following such holiday.

12. **CONSENT OF LOT OWNERS:** Whenever the consent of the owners of the lots is required with respect to any action described herein, the consent of the owner or owners of any lot shall be deemed given if given the record owner of such lot (or a majority of such record owners if more than one) shall evidence such consent in writing.

13. **EXTERIOR MAINTENANCE:** Each lot owner shall from time to time, paint and otherwise maintain the exterior of his dwelling as needed. Such maintenance and painting shall be done in a manner harmonious with the remaining homes and shall not be completed in such a manner, color, or design so as to disrupt the harmonious blending of the original architectural plans of the other homes.

Until 90% of the lots have been sold, developer reserves the right to modify, release, amend, void, transfer or delegate all the rights, reservations, and restrictions herein set forth and to modify, release, amend, or void any item or items set out herein.

14. **ENFORCEMENT:** If any lot owner or his heirs or assigns shall violate or attempt to violate any of the covenants herein, any owner of a lot, or group of owners of lots shall have the power and authority to prosecute and bring proceedings at law or in equity against the lot owner to enforce any covenant herein and to recover damages from such violation, including a reasonable attorney's fee awarded by the Court.

15. **COVENANT WITH RESPECT TO MAINTENANCE OF LOTS AND IMPROVEMENTS:** Each owner shall keep his or her lot and the structure thereon in good order and repair including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of the structure all in a manner and with such frequency as is consistent with good property management. No owner of any lot shall modify the structure on his or her lot by adding a room or rooms, changing the roof lines, adding decks, materially changing or altering the color or making their alterations in the exterior appearance of the structure without the express written approval of the Architectural Control Committee. Each owner, in acquiring title to his or her respective lot, acknowledges that the decor, color scheme, and design have been selected in such a manner to be consistent and harmonious with other houses within the subdivision and agrees to maintain his or her respective lot and structure in such a manner as to maintain and perpetuate the visual harmony within the subdivision.

16. **DAMAGE OR DESTRUCTION:** In the event of damage or destruction to any structure within the subdivision, the respective owner thereof agrees as follows:

1. In the event of total destruction, the owner shall within (60) sixty days clear the lot of debris and commence to rebuild and reconstruct the structure in conformity with the colors, materials, plans, and specifications of the original structure so destroyed, subject to any changes or modifications as may be approved by the Architectural Control Committee.
2. In the case of partial damage or destruction, the owner shall as promptly as an

insurance adjustment may be made, cause the damage or destruction to be repaired and restored in a first class condition in accordance with the plans and specifications of the original structure. In no event shall any damaged structure be left unrepaired and unrestored for in excess of sixty (60) days.

17. **FENCES, DRIVEWAYS AND AGRICULTURE:** No fence, or wall shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be provided as herein below set forth. No fence shall be over 6 feet in height, and will be constructed from the rear of the home. All fencing shall be constructed using treated pine board. No chain link fence will be allowed.

(a) All driveways must be concrete finish. ⁽⁴⁾ Four foot sidewalk on street on all lots upon completion of house adjoining driveway.

(b) No Lot shall be cultivated for crops of any sort, except gardens of reasonable size, which are to be located at the rear of a dwelling and not visible from any public street.

(c) 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.

18. **ARCHITECTURAL CONTROL COMMITTEE:** David W. Bishop and John A. ~~Lines~~, Jr. shall serve as the Architectural Control Committee and shall serve until such time as 90% of the lots have been conveyed by developer. Upon the occurrence of said event, the then record owner of the majority of the lots within the subdivision shall have the power to elect an architectural control committee consisting of three owners of lots. Until such election takes place, David W. Bishop and John A. Lines, Jr. shall continue to have the authority to act to enforce the covenants. Neither members of the architectural control committee shall be entitled to any compensation for services performed pursuant to this covenant.

(a) Neither the Committee, any architect or agent thereof, nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done **TO ANY LOT, DOES HEREBY WAIVE AND RELEASE THE COMMITTEE AND DEVELOPER AND ANY OF THEIR RESPECTIVE AGENTS, OFFICERS, DIRECTORS, MEMBERS AND SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM DAMAGE, LOSS OR EXPENSE SUFFERED, CLAIMED, PAID OR INCURRED BY ANY OWNER ON ACCOUNT OF ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED TO OR APPROVED BY THE COMMITTEE, ANY DEFECTS RESULTING IN ANY WORK DONE IN ACCORDANCE WITH SUCH PLANS OR OTHER DATA SUBMITTED**

PURSUANT TO THE REQUIREMENTS OF THIS ARTICLE AND ANY INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH OWNER'S LOT.

(b) The Committee shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. Any approval granted by the Committee shall be effective only if such approval is in writing. The Committee shall have the right to disapprove any plans and specifications upon any ground which is consistent with the objectives and purposes of the Protective Covenants, including, without limitation, purely failure to aesthetic considerations, failure to comply with any of the provisions of the Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material objection on the ground of incompatibility with the overall scheme of development for the Property, objection to location of any proposed improvements on any Lot, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvements on any Lot or any other matter which in the sole and absolute judgement of the Committee, would render the proposed dwelling or other improvements inharmonious with the general plan of development for the Property. The approval of plans, specifications and other data for any one specific dwelling shall not be deemed an approval or otherwise obligate the Committee to approve similar plans, specifications or data for any other dwelling to be constructed on any Lot within the Property.

(c) THE PROPERTY MAY BE LOCATED IN AN AREA WHICH INCLUDES UNDERGROUND MINES, TUNNELS, SINKHOLES AND SUBSURFACE CONDITIONS. THE APPROVAL OF PLANS AND SPECIFICATIONS BY THE COMMITTEE SHALL NOT BE CONSTRUED IN ANY RESPECT AS A REPRESENTATION OR WARRANTY BY THE COMMITTEE OR DEVELOPER TO ANY OWNER THAT THE SURFACE OR SUBSURFACE CONDITIONS OF ANY LOT ARE SUITABLE FOR THE CONSTRUCTION OF A DWELLING OR OTHER STRUCTURES THEREON. IT SHALL BE THE SOLE RESPONSIBILITY OF EACH OWNER TO DETERMINE THE SUITABILITY AND ADEQUACY OF THE SURFACE AND THE SUBSURFACE CONDITIONS OF THE LOT. NEITHER DEVELOPER NOR THE COMMITTEE SHALL BE LIABLE OR RESPONSIBLE FOR ANY DAMAGE OR INJURY SUFFERED OR INCURRED BY OWNER OR ANY OTHER PERSON AS A RESULT OF SURFACE OR SUBSURFACE CONDITIONS AFFECTING A LOT OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, ANY SURFACE OR SUBSURFACE DRAINAGE OR UNDERGROUND MINES, TUNNELS, SINKHOLES OR OTHER CONDITIONS OR TYPES OF GROUND SUBSIDENCE OCCURRING ON OR UNDER ANY LOT.

(d) The Committee shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the Committee shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary Committee approvals have been obtained in connection of any dwelling or other improvements on any Lot.

(e) The Committee, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Committee shall be in writing and shall be executed by a member of the Committee.

(f) Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event any one (1) or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

19. Easements.

(a) Developer does hereby establish and reserve for itself, the Committee and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purpose of inspecting each Lot and any dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertake any of the action authorized or permitted to be taken by any of them pursuant to these Protective Covenants.

(b) Developer does hereby establish and reserve for itself, its successors and assigns a permanent and perpetual non-exclusive easement over, across, through, upon and under those portions of any Lot upon which Developer has reserved an easement, as reflected on the recorded Subdivision Plat for such lot, which easements may be used for the purpose of installing, erecting, maintaining and using above and below ground utility and cable television lines, poles, wires, cables, conduits, storm sewers, sanitary sewers, conveniences, appurtenances and other utilities.

(c) Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual non-exclusive easement over, across, through, upon and under all portion of the Common Area for the purpose of installing lines, pipes, wires, poles, cables, conduits, storm sewers, conveniences and other utilities.

20. **Miscellaneous.**

(a) Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any additional property (the “Additional Property”) situated adjacent to or in close proximity within the Property to the terms and provisions of these Protective Covenants. Additional Property may be submitted to the provisions from those set forth herein. From and after the date on which an amendment to these Protective Covenants is recorded in the Probate Office of Shelby County, Alabama submitting to any Additional Property to the terms and provisions hereof, (a) all references herein to Owner shall include Owners of all Lots within the Property and the Owners of all Lots within such Additional Property, (b) all references herein to the Property shall include the Additional Property. In no event shall Developer be obligated to submit any Additional Property to the provisions of these Protective Covenants or to otherwise impose any covenants, conditions or restrictions set forth herein upon any other real property owned by Developer situated adjacent to or in close proximity within the Property.

(b) The terms of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, administrators, personal representatives, successors and assigns of each Owner and shall enure to the benefit of Developer, Committee and all of the Owners of any of the lots within the Property. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of these Protective Covenants.

21. Developer reserves the right to make any road or other improvements within the Property, to change or extend the present road or other street grades, if necessary,

HINES

IN WITNESS WHEREOF, the undersigned David W. Bishop and John A. ~~Hines~~, Jr., as members of Ironwood Development, LLC, has hereunto set his hand and seal on this 24th day of ~~October~~, 2003.

December

Ironwood Development, LLC

David (Spud) Bishop Contractor, Inc.

David W. Bishop

By: David W. Bishop, President, Member

John A. Hines, Jr.

John A. ~~Hines~~, Jr., Member

HINES

STATE OF ALABAMA)
COUNTY OF SHELBY)

HINES

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David W. Bishop and John A. ~~Hines~~, Jr., as members of Ironwood Development, LLC, whose name is signed to the foregoing instrument and who is known to me, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 24th *December* of 2003.

Carolyn C. Lovewell
Notary Public

5-27-07
Commission expiration date