

STATE OF ALABAMA  
COUNTY OF SHELBY

**DECLARATION OF PROTECTIVE COVENANTS**

**KNOW ALL MEN BY THESE PRESENTS**, that:

**WHEREAS**, Hidden Springs LLC, an Alabama Limited Liability Company, is the owner of the following described Lots situated in the subdivision known as Hidden Springs, Sector 2, Columbiana, Shelby County, Alabama:

Lots 9 through 16, Hidden Springs, Sector 2, as recorded in the Probate Office of Shelby County, Alabama in Map Book 32 Page 97.

**WHEREAS**, Hidden Springs, LLC desires to subject all of the above numbered Lots in the above survey to covenants, terms, conditions, restrictions, and limitations hereinafter set forth.

**NOW THEREFORE**, the undersigned does hereby expressly adopt the following protective covenants, restrictions, conditions, and limitations for each and every above described lot in said subdivision, to-wit:

That each lot located in said above subdivision shall be and the same is hereby subject to the following covenants, restrictions, conditions, and limitations.

**I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

1. All Lots in the above subdivision shall be known as residential lots and shall be used for one single family residence exclusively.
2. No structure shall be erected, altered, placed, or permitted to remain on any residential lot other than one (1) detached single family dwellings not to exceed two (2) stories above ground level at front of dwelling and thirty (30) feet in height, a private garage for no more than four (4) cars, and a utility storage building not to exceed twenty-four (24) feet by twenty-four (24) feet of a design and construction which is neat in appearance, compatible with the exterior of the residence, and constructed of materials approved in writing by the Architectural Control Committee and to be located to the rear of the residential structure.
3. Notwithstanding anything to the contrary herein, a swimming pool and/or children's playground facilities shall be allowed if neat in appearance, compatible with the exterior of the residence, and constructed of materials approved in writing by the Architectural Control Committee and to be located to the rear of the residential structure. Any swimming pool and/or children's playground facilities must comply with setback requirements of paragraph (5) of this section. Any swimming pool must be enclosed by a security fence.

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4. Notwithstanding anything to the contrary herein, the undersigned shall be permitted to construct and maintain on one Lot only a structure and related facilities designed and used as a sales center for the marketing of real estate, including the lots subject to these covenants and adjoining land and improvements thereon owned by the undersigned.
5. No part or portion of any building shall be located nearer than forty (40) feet from the front lot line or nearer than any setback line shown on the above recorded subdivision plat, whichever is more. No building shall be located nearer than forty (40) feet to any side street line or nearer than any setback line shown on the above recorded subdivision plat, whichever is more. No building shall be located nearer than fifteen (15) feet from any side lot line. No building shall be located on any interior lot nearer than forty (40) feet to the rear lot line except for an approved utility storage building which may be located no nearer than ten (10) feet to the rear lot line. For the purpose of this covenant, caves, steps, and open decks or terrace shall be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach another lot.
6. Each main structure of a residential building, exclusive of open porches, garages, and basements shall meet the following size restrictions. One (1) story houses shall have a minimum of two thousand (2,000) square feet of finished heated living area; no basement or garage, or attic area can be considered finished heated living area. One and one-half (1½) story houses shall have a minimum of one thousand four hundred (1,400) square feet finished heated living area for the first story and a total of at least two thousand (2,000) square feet of finished heated living area for the entire house. Two (2) story houses shall have a minimum of one thousand two hundred (1,200) square feet of finished heated living area on each floor.
7. No more than one (1) single-family unit shall occupy any dwelling house. Detached garages and storage buildings must conform to the same type design and materials used in the family dwelling house, and must be located to the rear of said dwelling house. Garages and storage buildings with metal exteriors are prohibited.
8. No lot shall be further subdivided or reduced in size by voluntary alienation, judicial sale, or for any other reason without the prior written approval of the Columbiana Planning Commission. No lot or a portion thereof shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley. With the prior written approval of the Columbiana Planning Commission, the undersigned Developer shall, however, have the right to sell a part or portion of any lot to the owner of an

adjacent lot within the subdivision to become part and parcel of said lot with the entire lot and additional partial lot to be used for one single family dwelling.

9. No aluminum siding shall be permitted to be installed on the front or side of the exterior of any structure or residential building constructed on a lot. The Architectural Control Committee shall have the right to approve or reject in writing all vinyl siding and other siding, and same shall not be installed without prior written approval of the Architectural Control Committee.

## **II. GENERAL REQUIREMENTS**

1. It shall be the responsibility of each Lot Owner to prevent development or occurrence of any unclean, unsightly, or unkept conditions of buildings or grounds on such Lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
2. Purchaser of each lot, their successors, and assigns, acknowledges he/she is aware that Best Management Practices (BMP's) will be required to be implemented to protect the quality of storm water discharge as required by ADEM and/or other government agencies having legal jurisdiction thereof. BMP implementations may require installation of hay bales, silt fences, or other soil erosion protection equipment around disturbed ground. Purchaser acknowledges he/she, his/their successors, and assigns are responsible for implementation of BMP's on each Lot purchased and that he/she, his/their successors, and assigns will reimburse developer for any expense required of developer to adhere to ADEM and/or other government agencies having legal jurisdiction thereof. BMP requirements on purchased Lots in emergency situations where purchaser, his/their successors, and assigns have failed to implement required BMP's. Purchaser, his/their successors, and assigns also acknowledge his financial responsibility for ongoing BMP implementation on Lot(s) purchased.
3. Lawns and grass shall be kept neatly cut and trimmed. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any disturbed area of any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of any lot, including vacant parcels. The undersigned reserves the right (after 10 days notice to the lot Owner) to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning, or cutting underbrush, weeds, or other unsightly growth and trash which, in the sole opinion of undersigned, detracts from the overall beauty and safety of the subdivision and may charge the Owner a reasonable cost for the services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. After the expiration of twenty-five (25) years from the date of recording of these covenants and restrictions, the enforcement powers



reserved to the undersigned shall be vested in the owners of seventy-five (75) percent or more of the lots in the subdivision who may enforce the provisions of this paragraph through a Homeowners Association, duly formed and incorporated.

4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs (not to exceed two), and cats (not to exceed two). Other normal and customary household pets which are kept and maintained at all times within the heated area of the residence may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All dogs and cats must be confined to the owner's property. During the hours from 8:00 A.M. through 9:00 P.M. dogs that bark, howl, or emit noises which can be heard beyond the lot line of the owner's property by a normal unaided human ear, continuously or intermittently for more than sixty (60) seconds within any thirty (30) minute period must be silenced or removed from the subdivision. During the hours from 9:00 P.M. through 8:00 A.M. dogs that bark, howl, or emit noises which can be heard beyond the lot line of the owner's property by a normal unaided human ear must be immediately silenced or removed from the subdivision.
5. 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 undersigned or any other lot owner in the subdivision.
6. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon, or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.
7. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on any Lot. Trash, garbage, or other waste shall not be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee as not to be visible from any road within sight distance of the Lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted, except during construction period.
8. No structure of a temporary character, no trailer, mobile home, basement, tent, or shack shall be used at any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the dwelling is complete and a certificate of occupancy has been issued by the building inspector of the controlling governmental agency, or other satisfactory evidence of completion, is

received and approved in writing by the Architectural Control Committee.

9. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines or in the case of a rounded property corner from the intersections of the street property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. Trees shall be permitted to remain within such distances of such intersections provided the foliage line is maintained at sufficient height to prevent obstruction of such lines.
10. No sign of any kind shall be displayed to the public view on any Lot except one (1) sign no larger than thirty (30) inches by thirty (30) inches advertising the subject property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the Architectural Control Committee.
11. During all construction, all vehicles, including those delivering supplies, must enter the building lot on the driveway only as approved in writing by the undersigned so as not to unnecessarily damage trees, street paving, and curbs. Any damage not repaired by the contractor or lot owner may be repaired by the undersigned (after ten (10) days' written notice) and will be charged to the contractor and/or Owner at a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. During construction, all owners and builders must keep homes, garage, and building sites clean. All building debris, excess concrete, stumps, trees, etc. must be removed from each building Lot by the owner and builder as often as necessary to keep the house and lot attractive. Such debris will not be dumped in any area of the subdivision.
12. When the construction of any building is begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months.
13. All yards will be sodded and maintained by purchaser/lot owner on the front except (1) where there are landscaping shrubs and/or bark islands and (2) where any utility easement crosses the front property line; this area may be seeded and hayed. Any disturbed area from the front set back line to the rear of the lot shall be seeded and hayed and restored to its natural state.
14. Garage doors and garage openings shall not be permitted on the front of the home, except with written approval of the Architectural Control Committee. No carports

or garage with open side walls shall be allowed if any part of the interior thereof is visible from any street within the subdivision.

15. No fence of any nature shall be permitted in front of the rear building line, except as approved in writing by the Architectural Control Committee. All fencing is to be wooden, or Committee-approved vinyl, vertically installed and either white or brown, neat in appearance, compatible with the exterior of the residences and constructed of materials approved in writing by the Architectural Control Committee. Other colors must be approved in writing by the Architectural Control Committee. All fencing shall be a minimum of four (4) feet tall and no higher than eight (8) feet tall. Any variances must be approved in writing by the Architectural Control Committee.
16. No clothesline or any other apparatus for the purpose of hanging clothes or laundry shall be permitted to be placed in a location that is visible from any street in the subdivision. Barbecue grills are to be located to the rear of the house.
17. Outside air conditioning units, heat pumps, or furnaces, may not be located in the front yard, and shall be located only on the side or rear of the residence and landscape screened.
18. No plumbing or heat vent shall be placed on the front of the house, and shall be located only on the side or rear of the residence. All utility meters, including but not limited to gas meters and electricity meters, shall be located on the side or rear of the house and landscape screened. All utility lines and electric lines shall be located under ground and not visible on the surface.
19. No satellite dishes larger than twenty-four (24) inches in diameter shall be allowed. Any satellite dish larger than twenty-four (24) inches in diameter must be approved in writing by the Architectural Control Committee. All satellite dishes shall be located to the rear of the residence. No radio, television, or other communications transmitting or receiving device, or antenna, towers, or other such structure, shall be erected, maintained, or permitted on any lot.
20. Design of all mail boxes and posts must be approved in writing by the Architectural Control Committee. The Architectural Control Committee shall develop a standard plan including the post and box that shall be used.
21. All exposed foundation walls shall be brick or brick veneer. All roof pitches must be six to twelve (6/12) or greater.
22. No house trailer, mobile or manufactured homes shall be permitted on any lot at any time except a construction trailer to be used during the sales and development



period by the undersigned developer.

23. No lot shall be cultivated for crops of any kind, except for home vegetable gardens of reasonable size, which must be located to the rear of the residential dwelling.
24. No more than one (1) "dusk to dawn light" or other lighting fixture providing continuous artificial light during the night shall be permitted on any lot. If such light is "directional," it shall be positioned so that it intrudes as little as reasonably possible on other properties within the subdivision.
25. No boats, camping trailers, recreational vehicles, or utility trailers shall be parked, stored or located on any location that can be seen from any street.
26. No cars, trailers, boats, equipment, or other vehicles or property shall be parked on or within the right-of-way of any street or roadway.
27. No car, truck, or other motor vehicle or part thereof which is not licensed and in operable condition shall be allowed except within the confines of the enclosed garage.
28. All driveways must be either paved with asphalt, concrete (or like material approved in writing by the Architectural Control Committee) prior to occupancy of the dwelling or completion of construction thereof, whichever shall occur first.
29. No firearms shall be discharged on the property or within the subdivision, and no owner shall make or allow others on his/her property or at any point within the subdivision to make noise which disturbs other persons within the subdivision or which can be heard by a person of average and normal hearing at a distance of more than one hundred (100) feet from the lot line of subject property except for power tools and household equipment which are usually and customarily used in connection with residential activities, lawn mowers, and other customary lawn and garden tools and implements which may be used between the hours from 8:00 A.M. until 9:00 P.M. and except for construction machinery, tools, and equipment during construction of the residence and/or other buildings.

### **III. ARCHITECTURAL CONTROL COMMITTEE**

1. These restrictions shall provide for an Architectural Control Committee (hereafter sometimes referred to as "Committee"). A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated

representative shall be entitled to any compensation for services performed pursuant to this covenant. After twenty-five (25) years from development of at least ninety percent (90%) of the lots of the subdivision for single-family residential use by the construction thereon of a single-family residential dwelling in accordance with the terms hereof and occupancy of said dwelling units by individual owner or tenant occupants, the record owners of a majority of the total lots shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the committee or restore to it any of its power and duties.

2. Any remodeling, reconstruction, alterations, or additions to the interior of any existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.
3. One (1) set of prints of the drawings (herein referred to as "plans"), for each house or other structure proposed to be constructed on each lot shall be submitted for review and written approval or written disapproval by the Committee. Said plans shall be delivered individually to Hidden Springs, LLC or its designee, at least twenty (20) business days prior to the beginning of the construction. All plans must include the following: A complete set of plans and specifications including exterior materials and exterior paint selections. Only upon the submission of all reasonably requested plans in the manner set forth above shall the Committee be deemed to have received the plans for the purposes hereof.
4. All plans for any structure or improvement whatsoever to be erected on or to move upon or to any lot or lots, the exterior construction materials, the roofs, and any late changes or additions to the exterior of the building on any lot after initial approval thereof shall be subject to and require the approval in writing of the Committee before any work is to commence. Construction may not be started before receipt of a Letter of Approval from the Committee. A copy of which must be signed by the Builder or Owner and returned to the Committee for retention.
5. The Committee's approval or disapproval as required in these covenants shall not be valid unless in writing. In the event the Committee, or its designated representative, fails to approve or disapprove submitted plans and specifications which have been submitted to it, within twenty (20) business days after receipt of same, then such plans and specifications shall be deemed to have been approved by the Committee. The Committee may, however, approve any plans and/or changes in plans upon shorter notice than twenty (20) business days, at the Committee's option.
6. Neither the Committee nor any architect or agent thereof nor the developer shall be responsible to check for any defects in any plans or specifications submitted,

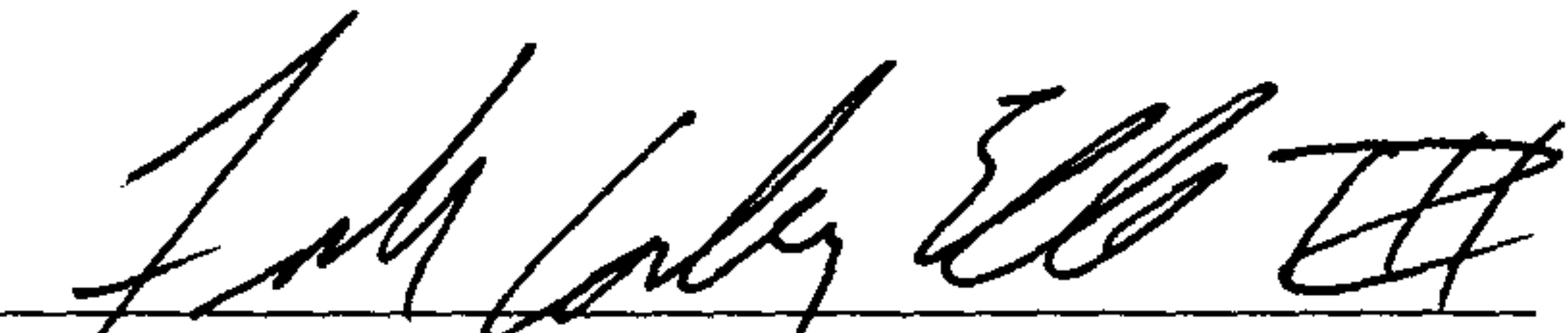



revised or approved, nor for any structural or other defects in any work done according to such plans and specifications. It is specifically understood and agreed that any approval given by the Committee as provided herein shall not be deemed any warranty, either expressed or implied, or approval by the Committee of the structural integrity or soundness of any structure erected upon any lot in the subdivision.

7. Hidden Springs, LLC reserves the right to use, or dedicate to the City of Columbiana, State of Alabama and/or to the appropriate utility company or companies, rights-of-way or easements on, over, across, or under the ground to erect, maintain, and use utilities, electric and telephone poles, wires, cable conduit, storm sewers, sanitary sewers, conveniences or utilities on, in and over strips of land along the rear and side property lines of each lot and on or within the rights-of-way of any public road or street.
8. The Architectural Control Committee shall be composed of Frank Corley Ellis, III, Kelly Ellis Davis, and Christy Ellis Brasher, or their respective appointees. Each member of the committee shall have one (1) vote and in the event of disagreement a majority vote shall control.
  - A. 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 or more of said covenants or restrictions shall for any reason be held to be invalid or unenforceable, all remaining covenants and restrictions set forth herein shall remain in full force and effect.
  - B. The undersigned, Hidden Springs, LLC, and only the undersigned, may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with and which do not lower the standards of the covenants and restrictions set forth herein.
  - C. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any of such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in said subdivisions: (a) to prosecute proceeding at law for the recovery of damage against the person or persons so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative to all other remedies now or hereafter provided by law.

- D. The covenants and restrictions set forth herein are made for the mutual and reciprocal benefit of each Lot within the above described subdivision and are intended to create: (i) mutual, equitable servitude upon each above described Lot within such subdivision; (ii) reciprocal rights between the lot owners therein and their respective heirs, executor, administrators, successors and assigns.
- E. For a period of five (5) years from the date hereof, the undersigned Hidden Springs, LLC reserves and shall have the right to modify and change these covenants and restrictions with the exception of minimum square feet requirements of Section I, paragraph 6. above. It is expressly understood and agreed that after a period of twenty-five (25) years from the date of recording of these protective covenants, the owners of seventy-five percent (75%) or more of the lots in the subdivision may upon written notification to the remaining lot holders modify, change, delete, or abolish these protective covenants. A notice of said intention to change, modify, delete, or abolish said protective covenants shall be given by sending notice thereof by certified mail to the address of the owner of each lot in the subdivision.
- F. It is understood that the conditions, limitations, and restrictions, set forth herein shall attach to and run with the land for a period of twenty-five (25) years from the date of recording of these protective covenants at which time said restrictions and limitations shall be automatically extended for successive periods of ten (10) years; however, these extensions shall not affect the right of owners of seventy-five percent (75%) or more of the lots to change, alter, delete, or abolish these restrictive covenants as provided for above.
- G. In any situation where any of these covenants and restrictions may conflict with local laws and ordinances, the most restrictive shall prevail.

**Hidden Springs LLC, an Alabama Limited Liability Company**

By:   
Frank Corley Ellis, III, Member

By:   
Kelly Ellis Davis, Member

By:   
Christy Ellis Brasher, Member

By:   
Frank C. Ellis, Jr., Member

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Frank Corley Ellis, III**, whose name as Member of Hidden Springs, LLC, an Alabama Limited Liability Company, is signed to the foregoing Declaration of Protective Covenants and who is known to me, acknowledged before me, on this day, that, being informed of the contents of same, he, as such member and with full authority, executed the same voluntarily for and as the act of said Hidden Springs, LLC.

Given under my hand and official seal, this the 28 day of April, 2004.



Notary Public

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Kelly Ellis Davis**, whose name as Member of Hidden Springs, LLC, an Alabama Limited Liability Company, is signed to the foregoing Declaration of Protective Covenants and who is known to me, acknowledged before me, on this day, that, being informed of the contents of same, she, as such member and with full authority, executed the same voluntarily for and as the act of said Hidden Springs, LLC.

Given under my hand and official seal, this the 29 day of April, 2004.



Notary Public

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Christy Ellis Brasher**, whose name as Member of Hidden Springs, LLC, an Alabama Limited Liability Company, is signed to the foregoing Declaration of Protective Covenants and who is known to me, acknowledged before me, on this day, that, being informed of the contents of same, she, as such member and with full authority, executed the same voluntarily for and as the act of said Hidden Springs, LLC.

Given under my hand and official seal, this the 29 day of April, 2004.

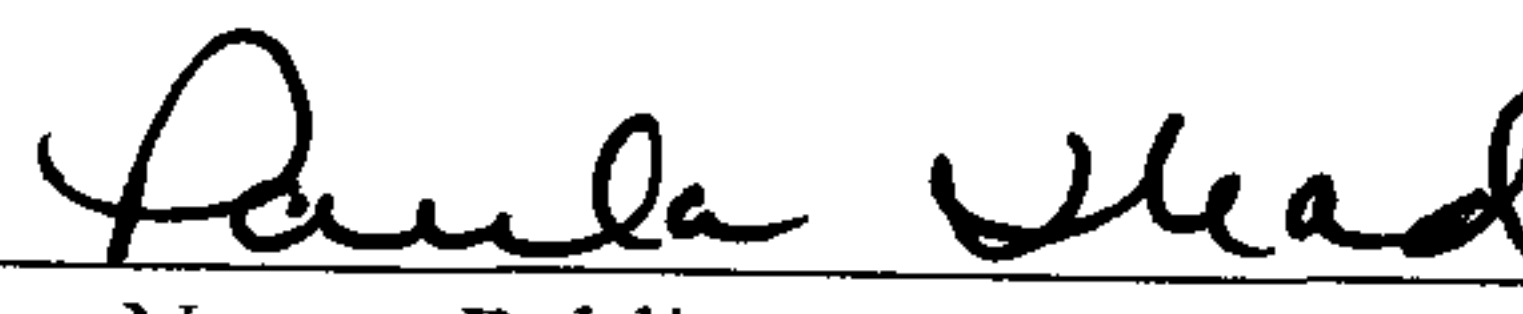


Notary Public

STATE OF ALABAMA  
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Frank C. Ellis, Jr.**, whose name as Member of Hidden Springs, LLC, an Alabama Limited Liability Company, is signed to the foregoing Declaration of Protective Covenants and who is known to me, acknowledged before me, on this day, that, being informed of the contents of same, he, as such member and with full authority, executed the same voluntarily for and as the act of said Hidden Springs, LLC.

Given under my hand and official seal, this the 29 day of April, 2004.



Notary Public