

DECLARATION OF PROTECTIVE COVENANTS FOR
SOUTHPOINTE, EIGHTH SECTOR, 1ST ADDITION,
2 LOT SUBDIVISION
AS RECORDED
IN MAP BOOK 33 PAGE 53
PROBATE OFFICE OF SHELBY COUNTY

STATE OF ALABAMA)
SHELBY COUNTY)

KNOW ALL MEN BY THESE PRESENTS THAT: Whereas the undersigned that

WRIGHT ACQUISITION, INC., an Alabama corporation (hereinafter referred to as "Developer") is the owner of all of the lots described in the survey of Southpointe, Eighth Sector, 1ST Addition, as recorded in Map Book _____, Page _____, in the Probate Office of Shelby County, Alabama.

WHEREAS, the undersigned desire to subject said property and each lot located in said property described to the conditions, limitations and restrictions hereinafter set forth,

NOW, THEREFORE, the undersigned do hereby expressly adopt the following protective covenants, conditions and limitations for said property described hereinabove, to be in conjunction with Declaration of Covenants for private sanitary sewer outfall for the subdivision, to -wit:

That said property and each lot located in said property described herein shall be and the same are hereby subject to the following conditions, limitations and restrictions.

1. **EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS**

- A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than (1) detached single family dwelling not to exceed two and one-half (2 ½) stories, or thirty five (35) feet in height, and a private garage,

and other out buildings incidental to and necessary for proper residential use of the lot. Any out building will be in conformity to the standards set herein and approved by the Control Committee.

C. Notwithstanding anything to the contrary herein, the undersigned developer or their assigns shall be permitted to construct and maintain on one (1) lot only a structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or their assigns.

D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat or required by applicable zoning laws.

E. No dwellings shall be erected containing less than one thousand eight hundred (1,800) square feet of living (heated) area for one-story buildings exclusive of porches, garages and basements. Any 1 1/2 story dwelling must contain at least one thousand four hundred (1,400) square feet of living area on the first floor, with no less than a total of two thousand (2,000) square feet of living (heated) area in the entire dwelling. Any two story dwelling must have at least two thousand one hundred (2,100) square feet of living (heated) area, provided that the second story will in no event be less than one thousand (1,000) square feet of living (heated) area. All dwellings will have wooden or aluminum clad windows, brick or drivit on all four sides of the foundation, to include any front or side porch foundation (no wooden supports or lattica on front or side porches), no exposed block. All homes are to be of traditional styling, unless approved in writing by the control committee. Seventy five percent of the dwelling exterior must be masonry or brick.

F. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding.

2. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development 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.

B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserve the right (after ten (10) days notice to the 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 opinion of the undersigned

detracts from the overall beauty and safety of the Subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned developer and builders or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.

C. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs and/or cats. Other household pets and one (1) horse per acre of land may be kept provided they are not kept, bred or maintained for any commercial purpose.

D. 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 annoyance or nuisance to the neighborhood.

E. 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.

F. 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 Committee as not to be visible from any road or within eight 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 the construction period.

G. No structure of a temporary character, trailer, 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 interior and exterior of the dwelling is completed and a Certificate of Occupancy issued by the appropriate governmental authorities where applicable.

H. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising the 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. No signs shall be nailed to trees. This provision shall not apply to the Developer or Builders or their assigns during the sales period.

- I. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within twelve (12) months. If construction has not commenced in 12 months after purchase, Developer may buy back at current appraised value.
- J. Garage doors shall not be permitted on the front of houses. In cases where it is unavoidable due to terrain, electric automatic door closers shall be used. Unless excepted in writing by the Committee, all garage doors shall be located in the side or rear of houses.
- K. Outside air conditioning units may not be located in the front yard or any required side yard on corner lots.
- L. Wood frame or vinyl clad windows (provided the vinyl clad windows are approved by the Control Committee) will be used exclusively on the sides, fronts, and rears of the dwellings constructed. Painted or unpainted aluminum windows may not be used.
- M. 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 building.
- N. No vertical siding shall be used on the construction of any dwelling, except as approved by Control Committee. Horizontal siding may be used with the condition that exposure shall be no more than eight (8") inches.
- O. No fencing shall extend nearer the street than the rear line of the dwelling on interior lots and nearer the street than the set back lines and the rear line of the house or corner lots.
- P. No shrubs or trees shall be planted on street corners that will impede view of sight of pedestrians or automobiles.
- Q. No automobiles will be stored on any lot or kept on blocks unless in the basement of a structure. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or on a separate parking pad located behind the front building line of the residential structures. No tractor trailer trucks, panel vans or other commercial truck in excess of a one (1) ton classification shall be parked or stored on any lot.
- R. No satellite, microwave dishes shall be placed on front or side yards which shall be visible from the street.

S. No walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property in front of the front line of the residence. No wall or fence shall be erected on the rear of the property which exceeds six feet in height. Any walls on the rear of the property above the line of site must be approved in writing by the Control Committee.

T. Upon the completion of a residence, all front and side yards will be landscaped with shrubbery and solid sod (a minimum of five hundred (500) yards of sod on interior lots and eight hundred (800) yards on corner lots). The rear yard may be seeded or solid sod.

U. The roof pitch on any residence shall not be less than 6 & 12 unless first approved in writing by the Control Committee.

V. No residence shall have a front drive or open carport unless otherwise permitted under subsection J. herein.

W. Utility service shall be underground. No utility poles or above ground wires shall be permitted except in the construction phase, except for street lights as approved by the Control Committee.

X. No cantilevered chimney chases shall be allowed on the front or side of any structure. All chimney chases on the front or side of the structures shall be supported by the foundation of the structure.

Y. The design of all mail box posts in the subdivision will be approved by the Control Committee.

3. CONTROL COMMITTEE

A. All plans and specifications including drainage and erosion control plan (said plan to meet current requirements of all applicable Governmental agencies) and plot plans of residences on any lot in South Pointe, Ninth Sector, Phases I & II, shall be first filed with and approved by the Control Committee before any construction is commenced. The builder will submit the drainage and erosion control plan to the appropriate Governmental authority at issuance of building permit. The builder will aggressively inspect and alter the drainage and erosion control on the lot to prevent excessive runoff and erosion. All exterior colors, to include roof, paint, siding, trim and brick or dryvat, must be approved by the Control Committee prior to installation or application. Control Committee shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof. The Control Committee will consist of Ondrea Eaton, Di Anna Taylor, H. Albert Awtry and Buddy Birdwell.

B. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Control Committee.

C. Any remodeling, reconstruction, alterations or additions to an existing residence shall not require the written approval of the Committee, but shall comply with all restrictions and covenants.

D. Neither the Committee nor any architect nor agent hereof 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 according to such plans and specifications.

E. 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 shall nevertheless remain in full force and effect.

4. 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 on said land: (A) to prosecute proceedings at law for the recovery of damages 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 in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

5. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty five (25) years from April 15, 1991, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against that person, persons, corporation or corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.

6. These covenants and restrictions may be altered only with the consent of a majority vote of lot owners and agreement of the developer.

IN WITNESS WHEREOF, the said developer and lot owners have executed this instrument on the 15th day of April 2004.

DEVELOPER WRIGHT HOMES, INC.

By: [Signature] PRESIDENT

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said county in said State, hereby certify that Richard Wright, whose name as President of Wright Homes, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer is with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this the 21st day of April, 2004.

Cheryl R. Abbott
Notary Public

1-26-07
My Commission Expires: