

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

**RESTRICTIVE COVENANTS
OF OAK BROOK SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, **EDWARDS SPECIALTIES, INC., an Alabama corporation**, is the owner of all of the property comprising the plat of **OAK BROOK SUBDIVISION**, as recorded in Map Book 35, Page 106, Probate Records of Shelby County, Alabama; and,

WHEREAS, it is desired by the owners hereof, before any of the lots or parcels of real property in said subdivision shall be sold or conveyed to any other person, firm or corporation, to affix and establish certain restriction as to the use and enjoyment of said lots or properties and thereby protect all persons, firms or corporations that may in the future become owners of said properties or lots or any part thereof.

NOW THEREFORE, the undersigned, **EDWARDS SPECIALTIES, INC., an Alabama corporation**, in consideration of the premises and other good and valuable considerations, the receipt whereof is hereby acknowledged, does by these presents establish and file protective covenants of restrictions as to the future use of the lots embraced in said subdivision, as follows:

1. All house plans, outbuilding plans, and site plans must be approved in writing by the Architectural Control Committee. No building, including detached buildings, 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 structure and as to location, with respect to topography and finished elevation. The Architectural Control Committee is composed of **Liz Bishop, Sean Dassau and Jesse Waddell**. The Committee may designate a representative to act for it. Neither the Committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

2. No lot shall be used except for residential purposes and no dwelling shall be erected, altered or permitted to remain on any of the lots described in said plat other than a detached single family dwelling. All main dwelling buildings erected thereon must be constructed of all new material approved by the Architectural Control Committee. All foundations must be faced with either brick or native stone.

3. The ground floor living area of heated space of the single story main dwelling, exclusive of open or screen porches, carport and garages shall contain not less than 1,800 square feet. The ground floor living area of heated space of a two-story dwelling, exclusive of open or

screen porches, storage rooms, carports and garages, shall contain not less than 1200 square feet, or a combination of 2200 square feet for both floors.

4. Each residential dwelling shall have a driveway that is constructed with concrete and the sides of the driveway shall be sloped to provide for drainage and to appear neat. At the entrance from the street, the driveway shall be constructed in accordance with the Plat Engineering Drawing with appropriately sized check walls, constructed of all new materials and approved by the Architectural Control Committee.

5. Mobile homes, large trucks, trailers, and tree houses shall be prohibited.

6. No building shall be located on any lot nearer to the front line nor nearer to the side street line than the minimum building set back line of 35-feet, or as shown on the recorded plat. No dwelling shall be located on any interior lot nearer than 5-feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

7. All main dwellings and outbuilding roofs shall be constructed with a minimum roof pitch of 6/12, unless otherwise approved by the Architectural Control Committee.

8. All dwellings, porches and outbuildings shall be underpinned and approved by the Architectural Control Committee.

9. All utilities, including, but not limited to water, sewer, gas, telephone and cable television, if applicable, shall be installed underground from the main service pole in the public right of way to the main family dwelling or the outbuildings. Propane tanks should be underground. If a propane gas tank is to be installed aboveground, it must be approved by the Architectural Control Committee and shall be enclosed by a fence to shield the view to the tank. The design, location, and material of the fence must be approved by the Architectural Control Committee.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which will be, or may become, an annoyance or nuisance to the neighborhood. Property must be maintained in a neat and orderly way and in a manner that prohibits obnoxious odors, noise or other offensive activities. However, it is hereby recognized that the traffic, noise, dirt in the streets, and activity associated with the construction of homes in the subdivision is normal activity and not to be considered noxious, offensive or prohibited.

11. No incomplete or unfinished barn, trailer, mobile home, tent, shack, basement, outbuilding nor dwelling of any nature, shall be constructed, used or inhabited upon the premises as a dwelling either temporarily or permanently.

12. No dwelling shall be inhabited unless all construction is complete and yard is landscaped or an escrow is established with the Architectural Control Committee for completion of landscaping.

13. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and same shall not be kept, except in sanitary containers. Scrap building material or other material shall not be buried nor burned on any lot but shall be hauled away from the development. All builders and/or contractors shall keep scrap materials picked up often enough to keep debris from being scattered over the neighborhood and shall be responsible for cleaning up any debris that is scattered. Children's toys, yard and gardening equipment, garbage cans, and other items shall be kept inside and out of public view, when not in use.

14. All front yards to the street shall be sodded with grass, or seeded. Side yards of each Lot may, unless approved by the Architectural Control Committee as a natural area or unless the same is landscaped with shrubbery and other approved plant life, be sodded with grass or seeded.

15. Each lot owner shall be responsible for keeping all weeds under control, grass mowed and other foliage trimmed. Any and all grass located on each lot must never reach a height higher than twelve (12) inches.

16. No lot shall be subdivided, nor more than one dwelling erected on any one lot.

17. All exterior lighting, except for that originally installed, and excluding Christmas lighting (which will be allowed from Thanksgiving through January 10 of the following year), must receive approval from the Architectural Control Committee. Exterior sculptures, fountains and artificial vegetation must be approved by the Architectural Control Committee.

18. No storage or detached garage buildings shall be built before the main dwelling is finished and must be approved by the Architectural Control Committee.

19. No overnight parking on the street, ditches, or public right-of-way.

20. No commercial vehicles affiliated with an occupied dwelling, including delivery trucks, tractor-trailer rigs, road tractors or trailers shall be parked overnight on any lot or street, nor shall any repair or service of any motor vehicle be carried out on any lot.

21. All garbage to be picked up by public garbage collectors shall be placed in proper, closed containers and the containers must be removed as soon as practicable after the garbage has been picked up.

22. No oil drilling, oil development, oil refining, quarrying or mining operations of any kind shall be permitted upon the surface of any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structures designed for the use in boring for oil and natural gas shall be erected, maintained or permitted upon any lot. No storage tanks for fertilizer or petroleum products shall be permitted.

23. Use of firecrackers, except within two (2) days of holiday, BB guns, pellet guns, or firearms of all types is prohibited.

24. Subject to any additional restrictions set out as "NOTES" on recorded plat, if applicable.

25. Subject to rights of way for public roads, easements and minimum setbacks on recorded plat, if applicable. Further, subject to an easement for a sign for said Subdivision being the same area as the utility easement at the north end of Lot 18.

26. Commencement of construction must begin within 20 months of purchase of property. Once construction on a dwelling or outbuilding begins, the construction of any dwelling or dwellings must be completed within nine (9) months and the construction of the outbuilding must be completed within three (3) months. The main dwelling must be completed before any outbuilding is constructed.

27. Inoperable or unlicensed automobiles, trucks, motor homes, campers, travel homes, motorcycles, all terrain vehicles, lawn mowers and all other motor vehicles, farm, garden and lawn machinery, tractors and boats, boat trailers and similar personal property, requiring a license by any governmental agency, shall not be allowed to remain on any lot for a period exceeding fourteen (14) days.

28. No animals, livestock, swine nor poultry of any kind shall be bred or kept on any lot except as follows:

a. Dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for commercial purposes. Pets must be leashed when not on owner's property and any "droppings" will be cleaned up immediately from other's property.

b. Maintenance of household pets or other animals shall not create a health hazard or nuisance to the neighborhood.

c. Yard dogs, cats or other household pets or other animals shall not be allowed to run loose in the yard or neighborhood and shall be contained in an enclosure that is approved by the Architectural Control Committee.

29. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than twelve (12) square feet advertising the property for sale or rent, or signs used by a builder or realtor to advertise property for sale. Professional signs shall be constructed from wood with wood or masonry upright supports, with the upper edge of the sign not more than four (4) feet above the ground.

30. No fence shall be constructed on a lot except in the backyard. The fence shall be constructed no closer to the front of the house or street than the back corners of the house on either side. The fence shall not be constructed on the property line without the adjoining property owners' consent. All fences must be pre-approved by the Architectural Control Committee.

31. Only one (1) satellite telecommunication receiving dish of three (3') feet or smaller diameter shall be allowed on each lot. The satellite telecommunication receiving dish must be located on a lot used as a residence and shall be located in the rear yard no nearer to the street than the point of the residence most distant from the street. The size of the satellite telecommunication receiving dish and the location must be approved by the Architectural Control Committee. The Committee may require appropriate screening.

32. These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these Covenant are recorded, after which time said Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change in whole or in part.

33. Enforcement shall be by legal proceedings against any person or persons violating or attempting to violate any covenant, either to restrain said violation or to recover damages. If any attorney is employed to notify a lot owner of actions, which are in violation, the lot owner agrees to the responsibility for a reasonable attorney's fee and all other costs which are caused by such violation.

34. Invalidation of any one of these Covenants by judgment or court order shall in no wise affect any other provisions, which will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed or causes these presents to be executed by its duly authorized officer on this the 23 day of September, 2005.

EDWARDS SPECIALTIES, INC.

By: [Signature]
Alden R. Edwards, Its President

STATE OF ALABAMA)
 :
COUNTY OF MADISON)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that ALDEN R. EDWARDS, whose name, as President of EDWARDS SPECIALTIES, 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 said instrument, he, as such officer, and with full authority executed the same voluntarily for and as the act of said Corporation.

Given under my hand and seal this the 23 day of September, 2005.

[Signature]
Notary Public

My Commission Expires: 7-14-2007

THIS INSTRUMENT PREPARED BY: JAMES G. HARRISON; STEPHENS MILLIRON; HARRISON & GAMMONS, P.C., 2430 L & N DRIVE. HUNTSVILLE, AL 35801