

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VALLEY BLOCH TOWNHOMES

THIS DECLARATION made on the date hereinafter set out by Creekwood Construction, Inc., hereinafter referred to as "Declarant" or "Developer".

W I T N E S S E T H:


20070802000360280 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
08/02/2007 11:36:52AM FILED/CERT

WHEREAS, Declarant is the owner of certain real property in the County of Shelby, State of Alabama, which is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant will convey the said property subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as set forth in the survey of Valley Bloch Townhomes, a Residential Development as recorded in Map Book 38, Page 143, of the Probate Office of Shelby County, Alabama, made a part hereof and as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. These easements, covenants, and restrictions, and conditions shall run with the property and be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

Residential Use. Townhomes shall be used only for residential purposes. The foregoing restriction shall not, however, be construed in such a manner as to prevent an occupant from: (a) Maintaining his personal professional library; (b) Keeping his personal business or professional records or accounts; (c) Handling telephone calls or correspondence relating to his personal business or profession. Such uses are expressly declared to be incidental to the principal residential use and not in violation of said restriction.

ARTICLE II

Balconies. Balconies appurtenant to any Townhome shall be used and maintained in accordance with the following: (a) A Townhome Owner may neither screen nor enclose the balcony adjoining his Unit nor install any type of shed or similar object on his balcony; (b) No rugs, clothing, towels, or other objects shall be dusted, shaken, or hung from the balconies; (c) Nothing shall be hung or left on a balcony that will detract from the outward appearance of the Building. This prohibition shall include, without limitation, signs, laundry, bathing suits, towels, beach mats, and mops. However, no provision of this Article shall be construed to prohibit a Townhome Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on the balcony appurtenant to his Townhome. (d) Balconies shall not be used as storage areas; (e) No object shall be placed on a balcony so as to create a risk that the object may fall from the balcony; (f) Cooking is permitted on balconies provided the cooker is placed a sufficient distance away from any wall or railings to resist fire or smoke stain, a fire extinguisher is readily available, and an adult resident is in attendance.

ARTICLE III

Maintenance. Each Townhome Owner shall maintain his Townhome in good condition and repair, and in good order, at his own expense, and shall not do or allow anything to be done in his Townhome that may increase the cost or cause the cancellation of insurance on other Townhomes.

ARTICLE IV

Window Coverings. No awnings or window guards shall be used in or about any Townhome.

ARTICLE V

Electrical Equipment. All radio, television, or other electrical equipment of any kind or nature installed or used in each Townhome shall fully comply with all the rules, regulations, and requirements or recommendations of the local city and fire authorities and the insurance underwriters. The Townhome Owner shall become liable for any damage or injury caused by any radio, television, or other electrical equipment in such Townhome Owner's Townhome.

ARTICLE VI

Noise. No Townhome Owner shall operate or permit to be operated in a Townhome, any phonograph, radio, or television set in a manner so as to disturb the other Owners.

ARTICLE VII

Obstructions. The sidewalks, entrances, passages, public halls, vestibules, corridors of the Townhomes shall not be obstructed or used for any other purpose than ingress to and egress from the Townhome.

ARTICLE VIII

Alteration. No Unit Owner or Occupant shall make any addition or alteration to the Common Elements except by written consent of all townhome Owners.

ARTICLE IX

Decoration of Townhomes. The exterior of the buildings shall not be painted, or modified in appearance in any manner without the prior consent of all Townhome Owners. No Townhome Owner shall cause or allow anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, or windows of the buildings (including any signs).

ARTICLE X

Signs and Exterior Attachments. With the exception of a small satellite system, no radio or television aerial shall be attached to or hung from the exterior of the Townhome, and no sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Townhome, without the prior written consent of all of the Townhome Owners.

ARTICLE XI

Inflammables. No Townhome Owner or any of his agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his Townhome any flammable, combustible, or explosive fluid, material, chemical, or substance, except for normal household use.

ARTICLE XII

Pets. No pets or animals shall be kept or maintained on or about the Townhome Property, except dogs, cats, and small birds (hereinafter referred to as "Pet" or "Pets"), subject to the terms and conditions hereinafter set forth.(a) No Townhome Owner may keep or maintain more than two Pets in his Townhome or on the Townhome Property; (b) Pets must not be curbed near the Building, walkways, shrubbery, gardens, or any other public spaces; (c) Pets are not allowed to be housed or kept for excessive period of time on balconies; (d) Pets must be taken in and out of the Townhome, and on and off Townhome Property on a leash; (e) No animals shall be raised, bred, or kept for any commercial purpose.

ARTICLE XIII

Parking and Driving. Each Unit Owner, occupant, guest and invitee shall observe the following rules and regulations concerning the use and maintenance of vehicles on the Townhome Property: (a) No boats, trailers, campers, or recreational vehicles shall be kept overnight on the Townhome Property; (b) Only automobiles, motorcycles, bicycles, and motor scooters may be parked in the parking areas; (c) No vehicle belonging to a Townhome owner or to a member of the family or guest, tenant, or employee of a Townhome Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the townhome by another vehicle; (d) A resident, his family, and his guests shall park only in his assigned parking space or in a non-reserved parking area. Any illegally parked vehicle will be towed away at the owner's expense.

ARTICLE XIV

Townhome Easements. The Owner has constructed a Townhome on each Lot and the construction of such Townhome requires that certain eaves, roof overhangs, brick veneers, siding and/or other architectural features and building materials encroach upon or hang over continuous Lots. Accordingly, there is hereby created, granted and reserved as an appurtenance to each Lot a perpetual easement over and across each Lot, contiguous thereto for all such encroachments and overhangs as well as for all encroachments and over-hangs resulting from any natural movement of settling of any such Townhome. In addition, there is hereby created, granted and reserved to the owner or owners of each lot a license and right of entry across contiguous lots as may be reasonable needed to maintain and repair such encroaching or over-hanging structures. If any townhome shall be damaged or destroyed, the owner or owners thereof shall be permitted to repair and reconstruct such Townhome with encroachments and over-hangs not more intrusive than those existing at the time of such damage or destruction and thereafter said license and right of entry shall continue in effect. There is also reserved an easement for drainage as may be required resulting from the topography or lay of the land. Easements for installation and maintenance of utilities and drainage facilities are reserved and created as shown of the recorded map.

ARTICLE XV

Covenants to Run with the Land. The covenants, restrictions, easements, right, equitable servitude, liens and charges set forth herein shall (a) run with the land (the property); (b) be binding upon any and every person or entity having any rights, title or interest in the Property, or any part thereof, and such person's or entity's heirs, executors, administrators, successors and assigns; (c) inure to the benefit of every portion of the Property and every interest therein; (d) inure to the benefit of and be binding upon the Owner, its successors in interest, and each grantee from the Owner of any interest in the property and such grantee's successors in interest; and (e) be binding and in effect for a period of twenty-five (25) 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 owners of not less than three-fourths of the Lots, shall be recorded in the Probate Office of Shelby County, Alabama.

ARTICLE XVII

Party Walls. The residential unit located on each lot is constructed up to at least one of the two sides of the lot. The structural wall located on each such sideline is a party wall and is also a part of the dwelling unit located on the adjoining lot. The title to each lot, therefore, shall be subject to all rights of the owner or owners of any such adjoining lot in and to any such party wall. The obligation and expense for maintenance and repair of each party wall shall be shared equally by the owners of the two lots on either side thereof; provided, any expense for maintenance or repair which is the result of the negligence or willful act of the owner or owners of one of said lots shall be paid fully by the owner or owners of one of said lots shall be paid fully by the owner or owners guilty of such negligence or willful act, it shall be a violation of the covenants for any party to penetrate or create an opening through a party wall.

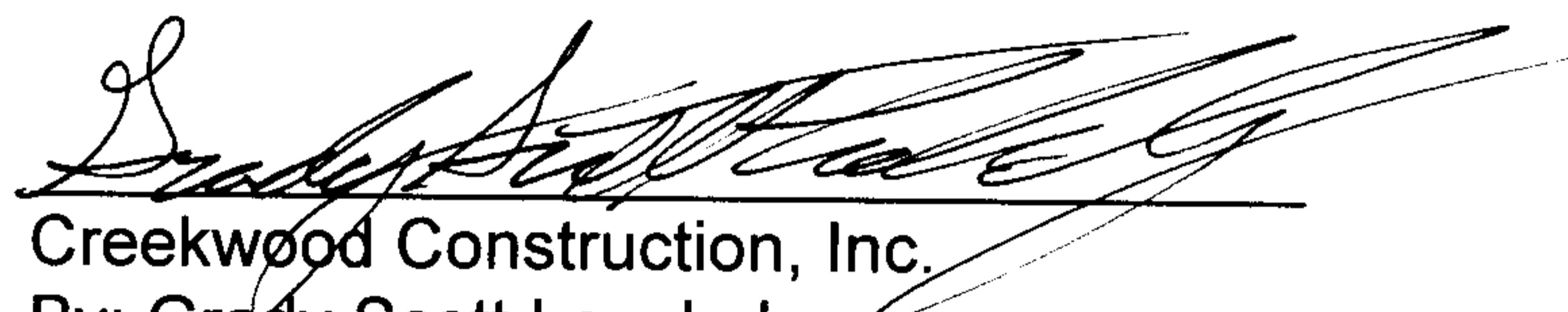
ARTICLE XVIII

Prohibition Against Changing Exterior or Landscaping. Each lot owner shall from time to time, paint (provided the same color is used) and otherwise maintain the exterior of his dwelling as needed. Such maintenance and painting shall be done in a manner harmonious with the remaining dwelling units 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 dwelling units. Each lot owner shall be prohibited from making any changes at all in the landscaping, it being understood that all residences and landscaping are designed to blend harmoniously with each other. The following shall be located or maintained only at the rear of or behind a dwelling: wood piles, articles such as children's toys, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances, statues, water fountains, bird baths, flagpoles, bird feeders, wood carvings, plaques, other home crafts or furniture. 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. No rocks, rock walls, fencing or other substance shall be placed on any Parcel as a front or side yard border to prevent vehicles from parking on or pedestrians from walking on any portion of a Parcel or to otherwise impede or limit access thereto. Seasonal or holiday decorations (Christmas trees, lights, pumpkins, Thanksgiving decorations) shall be removed promptly from any Parcel or dwelling within thirty (30) days, following the holiday. The planting or growing of any type of shrubbery, flower, tree, vine, grass, or other plant life outside the Townhome without the prior written consent of all Townhome Owners.

ARTICLE XIX

Covenant with Respect to Maintenance of Lot 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, mowing of all lawns, the pruning and cutting of all shrubbery and trees, 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, changing the roof lines, adding decks, materially changing or altering the color or making other alterations in the exterior appearance of the structure without the express written approval of the Planning Commission to the City of Montevallo, Alabama. Each owner in acquiring title to his respective lot acknowledges that decor, color scheme and design have been selected in such a manner to be consistent and harmonious with other homes 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.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has caused this instrument to be executed this 31st day of August, 2007.



Creekwood Construction, Inc.
By: Grady Scott Lovelady
Its: President

STATE OF ALABAMA)
)
SHELBY COUNTY)

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Grady Scott Lovelady, as President and authorized agent for Creekwood Construction, Inc. and, whose names are signed to the foregoing Declaration and who are known to me, acknowledged before me on this day, that being informed of the contents of said Declaration, he executed the same voluntarily on the day same bears date.

Given under my hand and official seal this 31st day of August, 2007.



NOTARY PUBLIC
MY COMMISSION EXPIRES: 12-11-07