


This instrument prepared by:
Jason E. Spinks
1205 Ashville Road, Suite 200
Montevallo, Alabama 35115


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Shelby Cnty Judge of Probate, AL
08/14/2008 03:32:19PM FILED/CERT

STATE OF ALABAMA}
SHELBY COUNTY}

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RIGHTS**

This Declaration made on this day by Valley Grande Farms, LLC, an Alabama Limited Liability Company hereinafter referred to as "Owner."

WITNESSETH:

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama, to wit:

Lots 1-11, Valley Grande Farms subdivision as recorded in Map
Book 40 page 55 in the Probate Office of Shelby
County, Alabama.

known as "Valley Grande Farms."

NOW, THEREFORE, The Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall enure to the benefit of each owner thereof, and shall, in addition thereto, be enforceable by the City of Montevallo, Alabama, the Shelby County Health department and any other municipal entity at interest.

NOW, THEREFORE, the undersigned does hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to each parcel sold by VALLEY GRANDE FARMS, LLC and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said of the above-described tract.

1. **MINIMUM PARCEL SIZE:** No lot may be divided leaving any parcel less than the original size as recorded on the final plat.
2. **LAND USE AND BUILDING TYPE:** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, with not less than 1,800 square feet heated and cooled space. Homes with full sub-grade basements may have only 1,600 square feet heated and cooled space above

grade not counting basement square footage. No mobile or modular housing is allowed. Separate garage buildings are permitted. Separate "guest houses", not to exceed 750 square feet heated and cooled space are permitted..

3. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste and such shall not be kept except in sanitary containers.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
5. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot, except one professional sign of not more than one square foot, one sign of not more than five 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.
6. **OIL AND MINING OPERATIONS:** No oil drilling, oil development, operations, 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 designated for use in boring for soil or natural gas shall be erected, maintained or permitted upon any lot.
7. **LIVESTOCK AND POULTRY:** No poultry or hogs may be kept on any lot. No animals or livestock may be commercially kept or bred on any lot. Animals must be kept in accordance with the City of Montevallo zoning laws.
8. **WATER SUPPLY:** No individual water supply systems shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendation of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.
9. **SEWAGE DISPOSAL:** No individual sewage disposal shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such systems as installed shall be obtained from such authority.
10. **SET BACK LINE:** All residences must be set back a minimum of 100 feet from the front property line. Rear set back is a minimum of 100 feet from rear property line and side set back requirements are fifty feet from the side property line.
11. **SET BACK LINES FOR OUTBUILDINGS:** No structure (in addition to the residence) may be constructed closer to the front property line than the rear of the residence structure.
12. **DRIVEWAYS:** All driveways shall be constructed of asphalt or concrete. Driveway culverts shall be constructed from concrete or corrugated pipe.
13. **FENCES:** Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rear-most portion of the dwelling house. Fencing may be constructed from the front property line joining the fencing along the front of the lots. This fencing must be of same design which is commonly referred to as "West Virginia Split Three Rail" type.
14. **SATELLITE DISHES AND ANTENNAES:** Satellite dishes and antennas may be installed on the residence in the rear yard of the residence but must not be visible from the road across the front of the lot.
15. **CONCRETE BLOCK:** No visible concrete block on residential structure may be visible from the front or sides of the lots.

16. **STORAGE OF LARGE VEHICALS:** Storage of large vehicles such as trailers, RV's, boats, etc., shall be kept to the side or rear of the lots.
17. **HVAC EQUIPMENT:** Outside air units may not be located in front of the residence. No plumbing or heating vent shall be placed on the front side of the roof. All vents protruding from the roofs shall be painted the same color as the roof covering.
18. **CONSTRUCTION COMPLETION:** Once the construction of any building is begun, work thereon must be prosecuted diligently and continuously and must be completed within one year.
19. **ADDITIONAL REAL ESTATE MAY BE INCLUDED:** Owner reserves the right to include additional real estate under these covenants.
20. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
21. **SEVERABILITY:** In validation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
22. **TERM:** 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 covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
23. **MODIFICATION:** The Owner reserves the right to modify this document in whole or part until such time as a majority of the lots have been sold.

VALLEY GRANDE FARMS, LLC
An Alabama Limited Liability Company

By: 

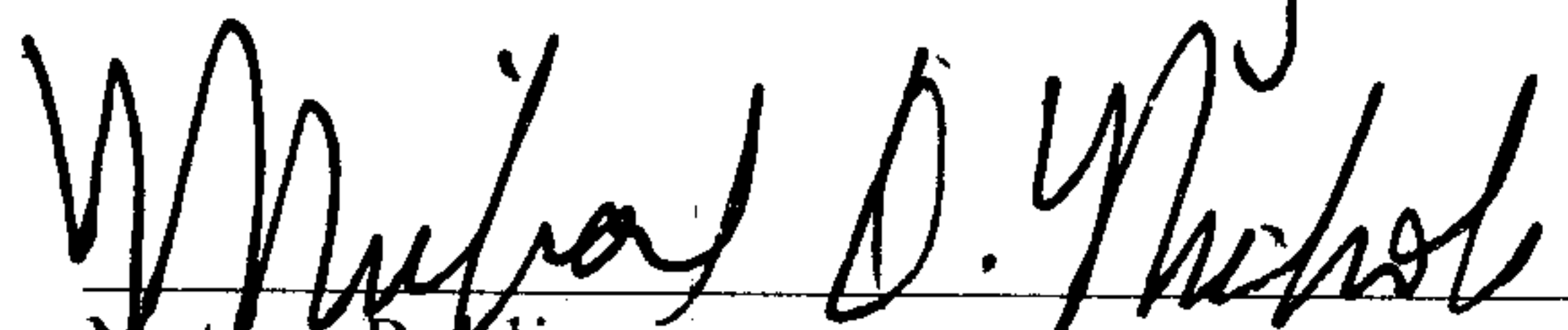
Jason E. Spinks, Member

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, THE UNDERSIGNED, A Notary Public in and for said County, in said State, hereby certify that Jason E. Spinks, as Member of Valley Grande Farms, LLC, an Alabama Limited Liability Company, is signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, he, as such officers and with full authority, executed the same voluntarily for and as the act of said Valley Grande Farms.

Given under my hand and official seal, this the 13th day of August, 2008.

(Seal)


Notary Public

My Commission Expires
November 14th, 2009