


AMENDED AND RESTATED
PROTECTIVE COVENANTS FOR
DOUBLE OAK ESTATES


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Shelby Cnty Judge of Probate, AL
08/20/2008 02:50:59PM FILED/CERT

WHEREAS, EBSCO Investment Services, Inc., a Delaware corporation ("EBSCO") recorded that certain Protective Covenants for Double Oak Estates dated August 26, 1983, as recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Original Protective Covenants"), establishing the covenants, restrictions, and limitations applicable to all property owned by the undersigned and described in Exhibit "A" attached thereto and attached hereto as Exhibit "A" and incorporated herein by reference (as used herein, the "property").

WHEREAS, as permitted pursuant to Section 17 of the Original Protective Covenants, the undersigned, being the majority of the current owners of the lots in which the property has been subdivided, have agreed by vote to change certain restrictions and limitations set forth in the Original Protective Covenants, and have executed this Amended and Restated Protective Covenants for Double Oak Estates as an amendment, restatement and replacement of the Original Protective Covenants in accordance with same.

NOW THEREFORE, the undersigned does hereby adopt the following restrictions and limitations as an amendment, restatement and replacement of the Original Protective Covenants:

1. Said property shall be used for residential purposes only. Only one single family dwelling may be erected on each parcel of property, and occupied by a single family only.
2. No more than one outbuilding such as barn or stable, except for well or pump house shall be erected. No outbuildings shall be erected except for the personal use of the owner.
3. No building may be erected closer than 100 feet from the front property line, or closer than 35 feet from any side line, or back property line.
4. No house shall be constructed of less than 3000 total square feet. The first floor area of the main dwelling, exclusive of one-story open porches and garages, shall be not less than 3000 square feet in the case of a one-story structure, nor less than 2000 square feet in the case of a one and one-half, two, or two and one-half structure.
5. No fences or walls above the grade of the property may be erected, nor growing hedges planted and maintained on said property nearer than 50 feet from the front property line.
6. All septic tanks must be of an approved kind, such tanks together with adequate field lines must be completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 50 feet of an adjoining property line. No sewer or drainage line shall be constructed or laid which shall empty on or become a nuisance to the adjoining property.
7. Each lot owner shall be responsible for securing public water from the Shelby County Water System when any residential structure is constructed on his or her lot. Each lot

owner may have and maintain a well by drilling and installing a well and pump inspected and acceptable to the Shelby County Health Department.

8. No property may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the written approval of a majority of the owners of the adjoining property subject to these restrictions, their successors or assigns.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot for any commercial or animal shelter purposes. No more than two horses for family purposes may be kept on a single lot. Animals, livestock or poultry will not be allowed on any property lot of less than two (2) acres in size. Any swine or exotic animal will not be allowed. Any barn erected may not be erected closer than 150 feet from the front property line.

10. Exposed exterior walls composed of the following materials shall be prohibited from this subdivision: concrete unfinished block materials, asbestos shingles, sheetrock, and imitation asphalt brick.

11. No trailer, motor home, manufactured home, basement without finished superstructure, tent, or any temporary structures, shall at any time be used as a residence, temporarily or permanently.

12. No boat, camper, trailer or other vehicle of similar nature shall be parked on any property nearer than the front of the property than the rearmost portion of any dwelling house. No unusable vehicle shall be allowed to be stored on any property.

13. No carport, attached garage or automobile entrance to any basement area shall be erected in connection with any dwelling house, unless the entrance to the same is from the rear or side rather than the front of the house.

14. No residential structures shall be moved onto any property.

15. After start of construction of any superstructure, said superstructure shall be completed within 180 days.

16. It is understood and agreed that said conditions and restrictions shall attach to and run with the land. Said restrictions and limitations may be changed at the discretion of a majority of the then owners of the adjoining sub-division properties who agree in writing to change said restrictions and limitations in whole or in part.

17. If any party shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person, or persons, owning adjoining property to prosecute any proceedings at law or in equity against the person violating or attempting to violate any such covenant, and either prevent him from doing so or to recover damages or other dues from such violations. Invalidation 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 or effect.

18. All of the said restrictions and limitations shall constitute covenants running with the land and all of the deeds hereafter made conveying said property shall be made subject to the restrictions hereinabove set out.

19. The road known as "Double Oak Way" from Shelby County Hwy. 41 shown on the plat of Double Oak Estates as recorded in Map Book 8, Page 129 in the Probate Office of Shelby County, Alabama, which map describes Lots 1 through 5 to which these covenants apply, is a private road over which Shelby County has no jurisdiction nor obligation to maintain, rebuild or repair.

20. No building structure, driveway, walkway, landscaping, fence or other improvement shall be erected, placed or altered on any lot in the subdivision until construction plans and specifications, and a plan showing the location of the structure and all other improvements on the lot has been approved in writing by the architectural control committee.

21. An architectural control committee consisting of the owner or one of the joint owners of lots 1, 2, 3, 4, and 5 shall have the right to approve or disapprove all buildings and structures, including the location of the same and the location of driveways, walkways, landscaping, fences and any and all other improvements to be erected on any said lots.


22. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

23. In the event the architectural control committee fails to approve or disapprove the plans for erecting any buildings, structures, walks, landscaping, driveways or other improvements on any said lots within 45 days after plans and specifications have been submitted to them, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval shall not be required and these covenants shall be deemed to have been fully complied with.

24. If any person shall violate or attempt to violate any of the covenants and restrictions contained within, it shall be lawful for any other person or persons owning any of the lots in said subdivision to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and restrictions and either to prevent him or them from doing so again or to recover any damages for such violation. It being understood that this right extends not only to the present owners of said subdivision lots but also to any future lot owners.

25. The architectural control committee reserves the right to modify, waive, release and/or void said building limitations and restrictions.

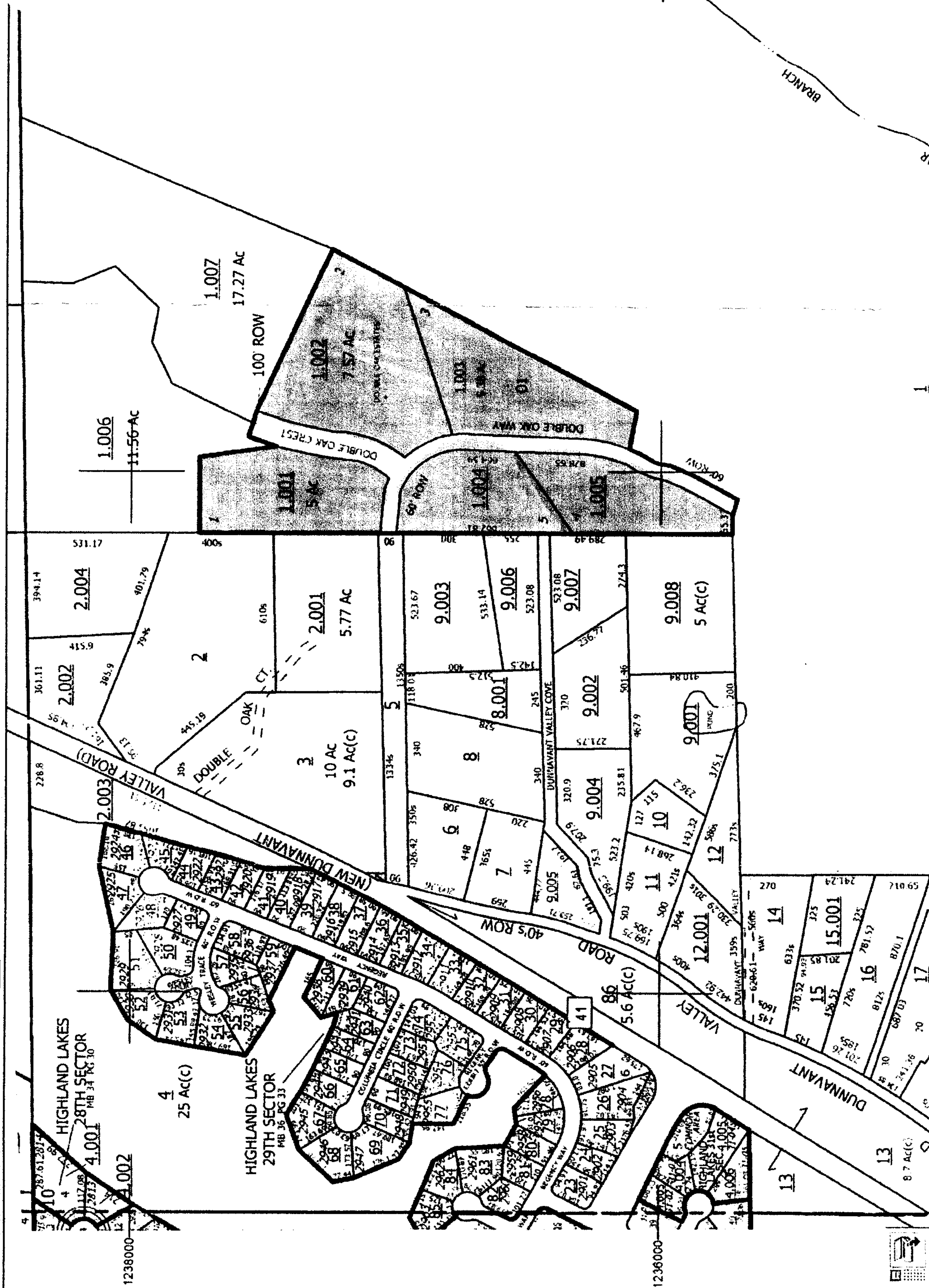
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**EXHIBIT "A" TO PROTECTIVE COVENANTS
FOR DOUBLE OAK ESTATES**

Lots 1, 2, 3, 4, and 5 according to the survey of Double Oak Estates, First Sector,
as recorded in Map Book 8, Page 129, in the Probate Office of Shelby County,
Alabama.

EXHIBIT "A"



IN WITNESS WHEREOF, the below listed property owners have caused these presents to be executed this 18th day of AUGUST, 2008.

Owner Rex W. Anderson, Sr., (signature) Rex W. Anderson, Sr.

Owner Jeanne M. Anderson, (signature) Jeanne M. Anderson

Owner _____, (signature) _____

Owner _____, (signature) _____

Owner _____, (signature) _____

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Rex W. Anderson Sr, Jeanne M. Anderson, whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of August, 2008.

[Signature]

Notary Public

AFFIX SEAL



My commission expires: 7-09-09

IN WITNESS WHEREOF, the below listed property owners have caused these presents to be executed this 18 day of August, 2008.

Owner John D. Nall (signature) [Signature]

Owner Ginger S. Nall, (signature) [Signature]

Owner _____, (signature) _____

Owner _____, (signature) _____

Owner _____, (signature) _____

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that John D. Nall and Ginger S. Nall, whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of August, 2008.


[Signature]
Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES OCTOBER 14, 2009

My commission expires: _____

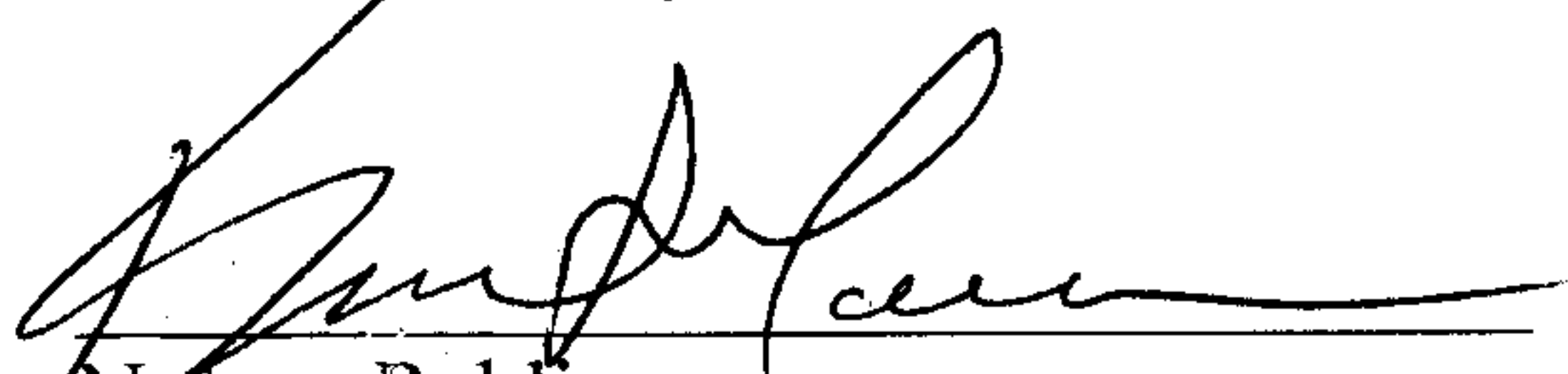
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Print Name: Richard Lazenby

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard Lazenby, whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of August, 2008.


Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES JULY 7, 2012

My commission expires: _____

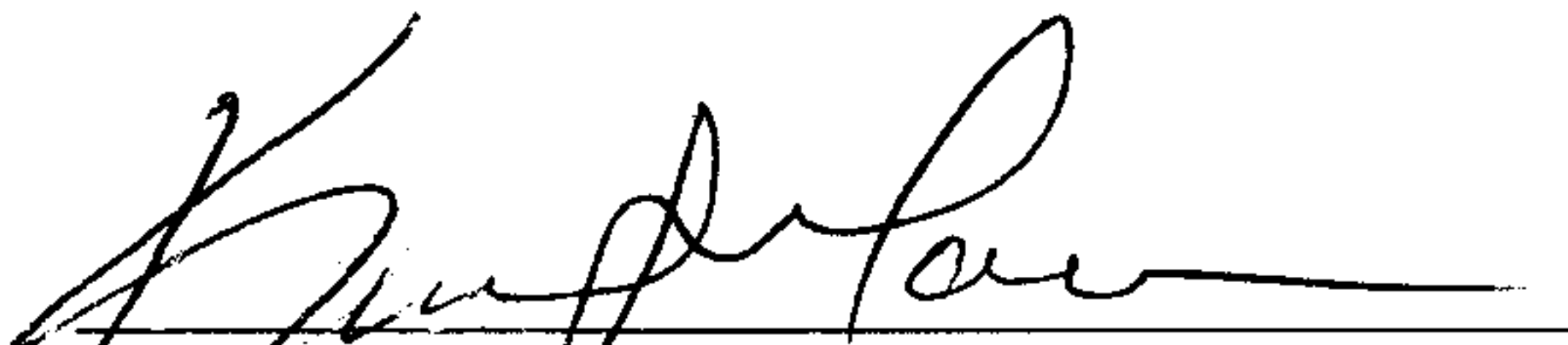
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Print Name: DORIS P. LAZENBY

STATE OF ALABAMA)
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Doris P. Lazenby, whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18th day of August, 2008.


Notary Public

AFFIX SEAL

MY COMMISSION EXPIRES JULY 7, 2012

My commission expires: _____

IN WITNESS WHEREOF, the below listed property owners have caused these presents to be executed this 15 day of August, 2008.

Owner Michael N. Hodges, (signature) Michael N. Hodges

Owner Laura T. Hodges, (signature) Laura T. Hodges

Owner _____, (signature) _____

Owner _____, (signature) _____

Owner _____, (signature) _____

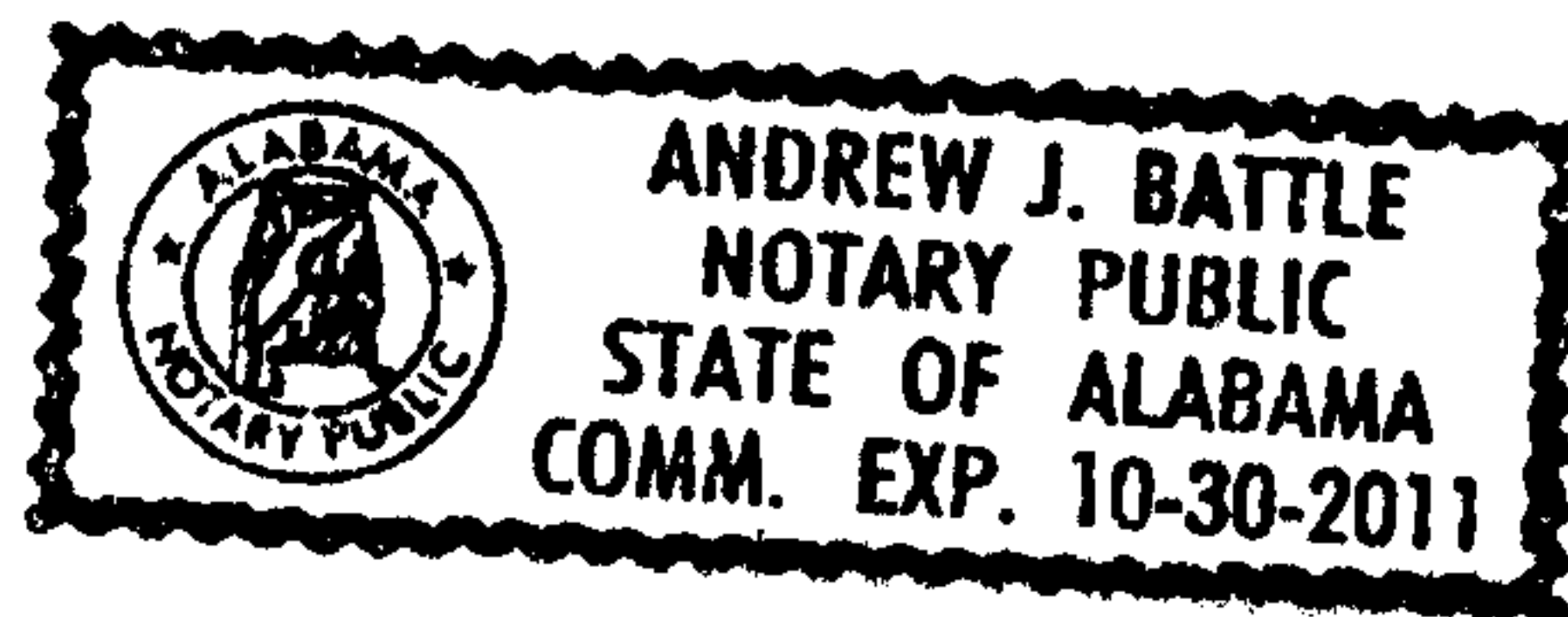
STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Michael N. Hodges and Laura T. Hodges, whose name 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/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of August, 2008.

Andrew J. Battle
Notary Public

AFFIX SEAL



My commission expires: 10-30-2011