

## DECLARATION OF COVENANTS AND RESTRICTIONS OF CEDARS SUBDIVISION

THIS DECLARATION made this 25<sup>th</sup> day of July, 2009, by the heirs of William and Billie Stamps, hereinafter sometimes referred to as the "Declarant".

### WITNESSETH:

A. Declarant is the owner in fee simple title of the real estate located in Shelby County, AL, more particularly described as follows:  
Lots numbered One(1) through five(5) inclusive as shown on the recorded Plat of "The Cedars" Subdivision recorded, 2009 as Document Number \_\_\_\_\_ in the office Shelby County, AL Probate, and Map Book 41 Page 53

B. The real estate referenced in Recital A above is hereinafter sometimes referred to as the "Property"; and

Declarant, by execution of this Declaration, states that all homesites which are part of the Property shall be conveyed subject to the terms and conditions of this Declaration which shall run with the land and be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. **Definitions.** The following terms as used in this Declaration, unless the **context clearly** requires otherwise, shall mean the following:
  - A. "Plat" means the plat of the Property prepared by R.C. Farmer & Associates recorded \_\_\_\_\_, 2009 as Document Number \_\_\_\_\_ in the Office of the recorder of Shelby County, Alabama.
  - B. "Homesite" means any plot of ground designated as a lot upon the recorded Plat of the Property. When Homesite is used, it shall be deemed to include the lot and the dwelling unit, if any, located thereon.
  - C. "Owner" means any person, firm, corporation, partnership, association, trust, Limited Liability Company or other legal entity or any combination thereof which owns the fee simple title to a Homesite.
  - D. "Dwelling Unit" means the structure used as a residential living unit located upon a Homesite, including the garage and any appurtenances.
2. **DECLARATION.** Declarant hereby expressly declares that the Property shall be held, conveyed and transferred in accordance with the provisions of this Declaration.
3. **DESCRIPTION OF THE PROPERTY.** The Property consists of Five (5) Homesites numbered 1 through 5 inclusive. The sites of the Homesites are designated on the Plat.
4. **LAND USE AND BUILDING TYPE.**

- A. Lots Restricted to Private Residential Use. All Homesites or lots in said Subdivision are restricted to private residences or vacant land and shall not be improved, used or occupied for other than private one family residence purposes, keeping of horses, or vacant land.
- B. Building Location. No building shall be erected nor located on any lot nearer to the right of way line than the minimum building setback lines as shown on the recorded Plat, however, the Declarant reserves the right to determine if a minimum setback of forty (40) feet would apply. Each structure shall be located no nearer than Ten (10) feet from any side lot line. If the owner of one lot, however, shall purchase a second lot, and the second lot purchased adjoins the first, the setbacks for the side lot line may be waived by the Owner and said Owner may construct a dwelling house on both said lots, subject to the front lot line and rear lot line setback requirements, and these restrictive covenants herein set out shall govern both said lots as one unit, and the lot Owner may not thereafter sell either lot as one unit, and the lot Owner may not thereafter sell either lot or any part thereof separately, but the lot Owner must sell the two(2) lots as on tract or parcel of land. Declarant reserves the right to approve the site plan prior to the home staking.
- C. Completion date. Construction of a dwelling shall be fully completed within a period of sixteen (16) months of starting of construction. While lot is vacant and after dwelling is complete, Owner shall keep lot mowed and maintained. Occupying a motor home on property is not permitted, unless it is being occupied by Owner while ongoing construction of dwelling is underway and not to be occupied longer that the sixteen (16) month time limit of construction, and also not to be occupied longer than one month prior to beginning of construction.
- D. Single Family Dwelling, Barns, and Storage Buildings. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Home-site other than one (1) single family dwelling, approved barns, and approved storage sheds, unless approved by Architectural Control Committee (heirs of William and Billie Stamps).
- E. Dwelling Unit Size. No Dwelling Unit shall be permitted on any Home-site with a total living floor area of the structure, exclusive of porches, basements of all types, and garages of all types, of less than 1500sq ft, unless approved by Architectural Control Committee.
- F. Building Types and Materials. Structures of Conventional materials and/or Log are permitted. No occupied or unoccupied mobile homes, modular homes, or manufactured homes are permitted. No rolled roofing is allowed, tabbed shingle or metal roofing only. No metal siding is permitted, except for barns or storage sheds, all subject to approval by Architectural Control Committee.
- G. Home Occupations. No Homesite shall be used for any purpose other than as a single-family residence, exception of using home-site for boarding of horses of no more than four (4) horses per lot. No raising or keeping of livestock or poultry on any home-site/lot, unless owner owns two (2) or more contiguous lots and/or receives permission in writing from Architectural Control Committee.
- H. No storage of Hazardous Materials in bulk shall be stored on homesite/lot.
- I. No commercial vehicle(s) or equipment parking on homesite/lots, except if kept inside approved barn or storage building or with written permission of Architectural Control Committee.
- J. No non-operating or abandoned vehicles or equipment to be stored outside without written permission of Architectural Control Committee.
- K. No bulk materials or machinery, such as asphalt, bricks, blocks, etc. to be stored outside without written permission of Architectural Control Committee.

5. **STRUCTURE AND POWERS OF ARCHITECTURAL CONTROL**

**COMMITTEE:** There is hereby created The Cedars Architectural Control Committee ("Committee") which shall consist of three (3) persons appointed by the heirs of William and Billie Stamps or its successors and assigns who shall serve until they are removed or have resigned. This Committee may designate any one of its members to act on its behalf. In the event of a vacancy on the Committee, the remaining members shall have the authority to appoint a replacement. The Committee shall have the authority and power to approve all plans and specifications for all structures to be erected in the Subdivision. Said Committee may act as a representative of the Owners of the lots in the Subdivision and may act to enforce the covenants and restrictions herein by due process of law, which authority and power in the Committee shall not exist to the exclusion of the authority and power vested in said lot owners.

6. **APPROVAL BY ARCHITECTURAL CONTROL COMMITTEE.** No building or other structure shall be erected, constructed, placed, maintained or altered on any Homesite/lot in this Subdivision until the building plans (including floor plans, external design, location with respect to lot lines, topography and finished grade elevations), specifications and site plan showing the location of such building, have been approved in writing by the "Committee". Committee's approval or disapproval must be in writing. No structure of any kind which does not fully comply with such approved plan shall be erected, constructed, placed or maintained upon any Homesite/lot, and no changes or deviations in or from such plans as approved shall be made without the Committee's prior written consent. In the event the Committee, or its designated representative, fails to approve or disapprove of such design or location within thirty (30) days after plans and specifications have been submitted to them and if no suit to enjoin erection of such building or the making of such alterations has been commenced prior to completion thereof, such approval will not be required and this covenant shall be deemed fully complied with. The plans must show floor plan, quality of construction, materials, outside colors to be used and harmony of external design with existing structures and location with respect to lot lines, topography and finish grade elevations. In addition, the site plans must show placement of driveways. Lot owners warrant maintaining wooded integrity of the Subdivision and therefore agree to make all diligent efforts to save as many trees as possible. No tree more than eighteen (18) inches in diameter shall be removed unless actually necessary for construction purposes. The Committee's approval or disapproval of the plans shall be in writing.
7. **LIABILITY OF DECLARANT AND COMMITTEE MEMBERS.** Neither Declarant nor the Architectural Control Committee nor any member thereof nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to any one by reason of any mistake in judgment, negligence or non-feasance arising out of or relating to the approval or disapproval or failure to approve any plans so submitted, nor shall they, or any of them, be responsible or liable for any structural defects in such plans or in any structure erected according to such plans or any drainage, well or septic system problems resulting therefrom. Every person and entity which submits plans to the Committee agrees, by submission of such plans, that the party making the submissions will not bring any action or suit against the Committee, the Declarant or either of them to recover any damages or require the Committee or its representative to take or refrain from taking any action. Neither the submission of any complete set of plans to the Declarant or to the Committee for review by the Committee, nor the approval thereof by the Committee, shall be deemed to guarantee or require the actual construction of the building or structure therein described, and no adjacent lot owner may claim any reliance upon the submission and/or approval of any such plans or the buildings or structures described therein.
8. **COMMITTEE VACANCIES.** In the event there is a vacancy created in the Committee, Declarant, its successors and assigns, shall have the right to appoint another person to fill said vacancy. If there is no Declarant nor its successors and assigns, then Eighty (80%) percent of the recorded title Owners of the lots may elect by a majority vote of said 80%, a person to the vacancy.
9. **ARCHITECTURAL CONTROL COMMITTEE EXPIRATION.** The authority of the Committee shall expire twenty (20) years after date of the recording of the Plat. Declarant may at any time relinquish its right to designate a Committee member or fill any vacancy on the Committee and upon its written relinquishment of the same, any vacancy on the Committee shall be filled by an election of the majority of Eighty (80%) percent of the Homesite Owners in the Subdivision.
10. **EASEMENTS AND POND DAMS AND PONDS.** There are strips of ground variable in width, as shown on this Plat, and marked "Easement" reserved for use as roads, or for maintenance/creation of ponds/lakes or recreational/drainage easements, or signage and landscape easements, and for use of public utilities, subject at all times and for the benefit of the proper regulatory authorities, the

Declarant, or Homeowners, and to the easement herein reserved. The owner(s) of the lot(s) containing said easements, their successors and assigns shall take their titles subject to said use of the easements. Lot 2&3 Owner(s) agrees to the following: Not to in any way form or fashion interfere with, alter, or build, construct or place any structure or item on the piece of ground used as pond/lake dam for Lot 1. Lot 1 owner has sole rights to use and maintenance of pond/lake, and has full rights to remove any and all structures, items, trees, etc from pond/lake dam in order to ensure water holding integrity of said dam.

11. **WAIVER OR AMENDMENT OF COVENANTS.** It is expressly provided that the Declarant, its successors, or assigns, shall have the exclusive right for a period of five (5) years from the date of recording of this Plat to amend any or all of the restrictions or covenants herein contained; except that the Declarant, its successors or assigns, shall not during such five-year period, increase the Two hundred and Fifty Dollar (\$250.00) limitation on the total dues and assessments which may be levied annually by the Committee, against any lot.
12. **DURATION OF COVENANTS.** These Covenants and Restrictions are to run with the land and shall be binding on all parties and persons claiming under them until July 4, 2029 at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then owners of the fee title of not less than seventy-five percent (75%) of the said lots covered by these covenants and restrictions.
13. **SEPARABILITY OF COVENANTS.** Invalidation of any one of the covenants or restrictions by judgment of a Court of competent jurisdiction shall in no way affect any of the other covenants or restrictions and all other provisions of these covenants and restrictions shall remain in full force and effect.
14. **ENFORCEMENT OF COVENANTS.** The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any structure, is hereby vested in each owner of a lot in this subdivision, and in the Committee, its successors and assigns. These covenants and restrictions may all be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person(s) shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons vested with the title of any of the lots herein before described, the Committee, its successors and assigns, or the Declarant, to proceed either in law or in equity, against such person(s) violating or attempting to violate any such covenants, and to enjoin them from so doing, to recover damages for such violation and to seek all other appropriate relief. In the event that the Committee, or the Declarant should employ counsel to enforce any of the foregoing covenants and restrictions, all costs incurred in such enforcement, including reasonable attorneys' fees, shall be paid by the owner of such lot or lots against whom such enforcement action is brought. The Committee, or the Declarant, as the case may be, shall have a lien upon such lot or lots to secure owner's payment of all such costs.
15. **EFFECTIVE DATE.** These Restrictions and Covenants shall be deemed to be effective upon their recording in the Office Probate of Shelby County, Alabama.



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Shelby Cnty Judge of Probate, AL  
07/28/2009 10:52:00 AM FILED/CERT

**DECLARANT:**  
**THE CEDARS SUBDIVISION (HEIRS OF WILLIAM AND BILLIE STAMPS)**  
By Jarred L Stamps, heir

STATE OF ALABAMA )

)SS

COUNTY OF SHELBY )

*Jerrod C Stamps*  
*Jarred L Stamps*  
*Jeremy H Stamps*

Before me, the undersigned, a Notary Public and for said County and State, this 25 day of July, 2009, personally appeared Jerrold C Stamps, Jerremy H Stamps, & Jarred L Stamps, heirs of William and Billie Stamps, a Family subdivision, and who acknowledged for and on behalf of said Subdivision of The Cedars the execution of the above and foregoing instrument.

WITNESS my hand and Notarial Seal.

*Walter E Thomas*

My Commission Expires 5/23/12