

**HAMPTON SQUARE
Covenants & Restrictions**

**As Recorded
In Map Book 42, Page 114, in the
Probate office of Shelby County, Alabama**

**STATE OF ALABAMA
SHELBY COUNTY**

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

1. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purpose exclusively. No lot shall be subdivided.
2. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one (1) detached single family dwelling not to exceed two and one-half (2 ½) stories, or forty (40) feet in height, and private garage. No mobile homes or modular housing is allowed. Separate garage buildings are permitted. No other outbuilding will be allowed.
3. Notwithstanding anything to the contract herein, the undersigned Developer or its assigns shall be permitted to construct and maintain on one (1) lot only a structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or its assigns.
4. The front line of all residences and other structures must be set back no less than twenty (20) feet from the dedicated right of way road, unless indicated otherwise on said recorded plat. No structure of any nature may be placed closer to the side boundary line than 10 feet on either side. No structure may be located nearer than twenty five (25) feet to the rear boundary of the lot. The Developer reserves and shall have the right to grant reasonable variances from the set back lines requirements. No structure other than the residence or garage may be constructed closer to the ingress and egress road than the back of the residential building. Any buildings of any nature, including gazebos, decks and outbuildings built on said property must conform to a residential nature and must be approved by the Developer.
5. No lot shall be used except for residential purposes. No dwellings shall be erected containing less than one thousand (1,000) square feet of living (heated) area on the main level of a one-story dwelling exclusive of perches, garages and basements. The Developer reserves and shall have the right to grant reasonable variances as long as the overall square footage meets or exceeds the minimum requirements.
6. The entrance way and all areas on the recorded plat, which are depicted as common area or beautified easements shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the Hampton Square Homeowner's Association (the HOA), (hereinafter referred to as the 'Association') as hereinafter provided.

II. GENERAL REQUIREMENTS

1. It shall be the responsibility of each lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

2. No refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of the property, including vacant lots. The undersigned reserve the right (after 10 days notice to the Owner) to enter any residential lot for the purpose of removing trash or refuse which in the opinion of the undersigned detracts from the overall beauty and safety of the Development, and may charge the Owner a reasonable cost for the services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned Developer during the sales and development period, such sales period to extend until the last lot is sold by the undersigned Developer. This applies to builders and lot owners.
3. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs and/or cats. Household pets may be kept provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances.
4. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighborhood.
5. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
6. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage or other waste shall not be kept on any lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Developer as not to be visible from any road or within sight distance of the lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period, or with approval of or supervision by the Fire Department having jurisdiction over the subdivision.
7. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. There shall not be occupancy of any dwelling until the interior and exterior of the dwelling is completed and a Certificate of Occupancy issued.
8. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than two (2) 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. All signs shall comply with design specifications of the Developer. No signs shall be nailed to trees. This provision shall not apply to the Developer or Builders or their assigns during the sales period.
9. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within (12) months.
10. Whenever any curbs or gutters must be removed and/or replaced, removal must be done in a manner (sawed or cut) to be in compliance with the Developer and in conformity with the subdivision.
11. All four (4) sides must be concrete composite siding or brick. No vinyl or aluminum siding will be allowed. Color of home to be consistent in keeping with the neighborhood and must be approved by the HOA.
12. No fencing shall extend nearer the street than the rear line of the Dwelling.
13. No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of

the both state and local health authorities. Approval of such system as installed shall be obtained from such authority.

14. No automobiles will be stored on any lot or kept on blocks unless in the basement of a structure. No tractor trailer trucks, panel vans or other commercial truck in excess of one (1) ton classification shall be parked or stored on any lot.
15. No satellite, microwave dishes or television or radio antennas larger than 18" diameter shall be placed on any lot in the subdivision; unless approved in writing by the Developer.
16. No individual sewage disposal system 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 authority's approval of such system as installed shall be obtained from such authority.
17. Upon the completion of a residence, all front and side yards landscape with sod. The rear yard may be seeded or sprigged. No natural wild grown yards. If owner does not maintain he is subject to fines as decided.
18. All roof vents and pipes shall be painted as near the color of the roof as possible, and shall be located on the rear of the structure and shall not be visible from the front, if possible. Garage must match roof pitch and masonry of home.
19. All porches on the front and sides of any dwelling shall be supported by the foundation of the structure, unless approved by the Developer.
20. No Cantilevered or foundation supported chimney chases shall be allowed on front side of any structure.
21. All driveways visible from the street must be concrete. Parking Pads must be 12 feet and hold 2 cars on pad. All property owners shall maintain all mailboxes; all mailboxes must match and be uniform with all other mailboxes in the neighborhood.
22. No lot shall be cultivated for crops of any sort.
23. All in-ground pools must have Architectural Control Developer approval. There are to be no above ground pools.
24. All garage doors must be kept closed at all times except when garage is in use.
25. No clothes line for the purpose of hanging clothes, wash or laundry shall be permitted or installed on any lot.
26. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and five (5) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within heights to prevent obstruction of such sightless.
27. Developer or its transferors or assigns reserves the right to make any road or other improvements abutting on said property, to change or extend the present road or other street grades, if necessary, without liability to the lot owners their heirs and assigns for any claims for damages; and further reserves the right to change or modify the reservation on any property in said Development.

28. During construction, all builders must keep the homes, garage sites clean. All builders are to keep the house and lot attractive. Such debris will not be dumped in any area of the Development. No construction debris, no runoff to include silt. Absolutely no construction debris on streets on curb and gutter. Owners not complying subject to afore mentioned penalties.
29. The undersigned reserve, for themselves, their successors and assigns, the right to use, dedicate and/or to the appropriate utility company or companies, rights of way easements on, over across or under the ground to erect, maintain and use utilities, electric and telephone poles, wires, cables, conduits, storm sewer, sanitary sewers conveniences or utilities on, in and over strips of land.
30. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, except by the prior written consent of the Developer, its successors and assigns.
31. To insure the maintenance of the natural beauty, no Owners shall be allowed to dam up the creeks which flow through said Development nor shall he change the flow of said creek.
32. Motorized vehicular traffic of any type is strictly prohibited on any common area or beautification, bridle or riding easement in Development except as may be required by the Developer or the Home Owner's Association for maintenance or construction.
33. Homeowner's dues are currently \$180.00 per year subject to review and prorated to maintain common areas and private streets.

III. DEVELOPER CONTROLS

1. All plans and specifications including plot plans, grading and drainage plans and exterior texture, design and color selections or residences and plans for all mailboxes and entrance columns serving any lot in the Development shall be first filed with and approved by the Developer before any construction is commenced. The Developer shall have authority to require modifications and changes in plans and specifications it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof and the architectural integrity of the entire subdivision. The Developer will consist of no more than five (5) persons who will be designed by the Developer, until such time as Developer relinquishes the authority to appoint members to the Developer to the Homeowner's Association.
2. The authority to review and approve any plans and specification as provided herein is a right and not an obligation. Contractors and Owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Developer together with any and all governmental rules and regulations.
3. Any remodeling, reconstruction, alterations or additions to an existing residence shall not require the written approval of the Developer, but shall comply with all restrictions and covenants.
4. Neither the Developer nor any architect not agent thereof nor the Developer shall be responsible to check for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.
5. Each and every covenant and restriction contained herein shall be considered to be independent and separate covenant and agreement, and in the event any one (1) or more of said covenants or restriction shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

IV. COVENANT – GENERAL

1. The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempt to violate any such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any lot on said land: (a) to prosecute proceedings at law for the recovery of damages against the person or persons for violating or attempting to violate any such covenant or restriction, or (b) you maintain a proceeding in equity against the person or persons for violating or attempting to violate any such covenant or restriction for the purpose of preventing such violating, provided, however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.
2. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from 3-10-11, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then Owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the Developer and lot Owner to institute and prosecute any proceedings at law or in equity against that person, persons corporation of corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one (1) or more violations shall not constitute approval of same or be construed as a waiver of any right of action contained herein, for past or future violations of said covenants and restrictions.
3. These covenants and restrictions may be amended or altered by the Developer during such period of time as the Developer owns as much as 25% of the lots in the subdivision.

IN WITNESS THEREOF, the said Developer and lot Owners have executed this instrument on the 31st day of December, 2011.

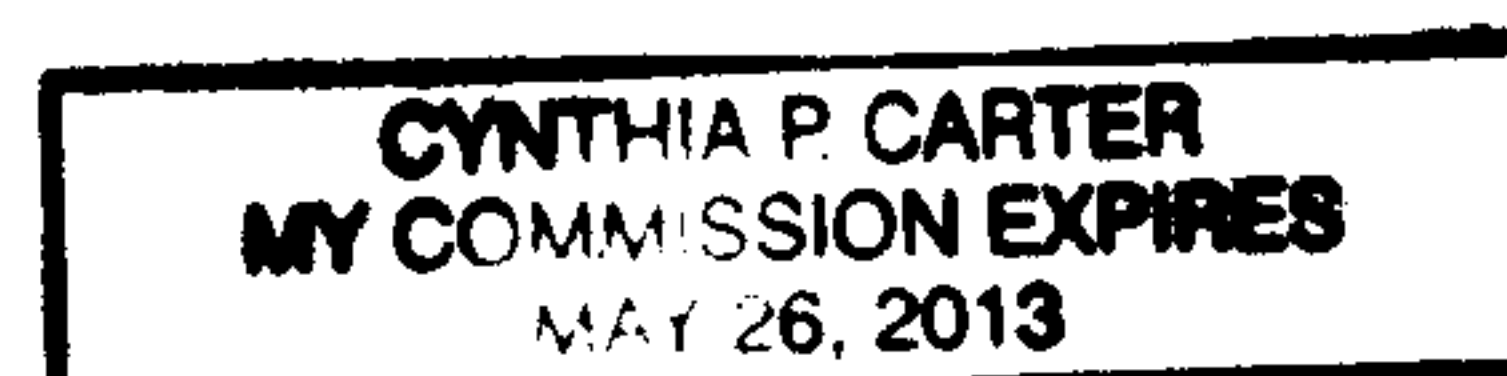
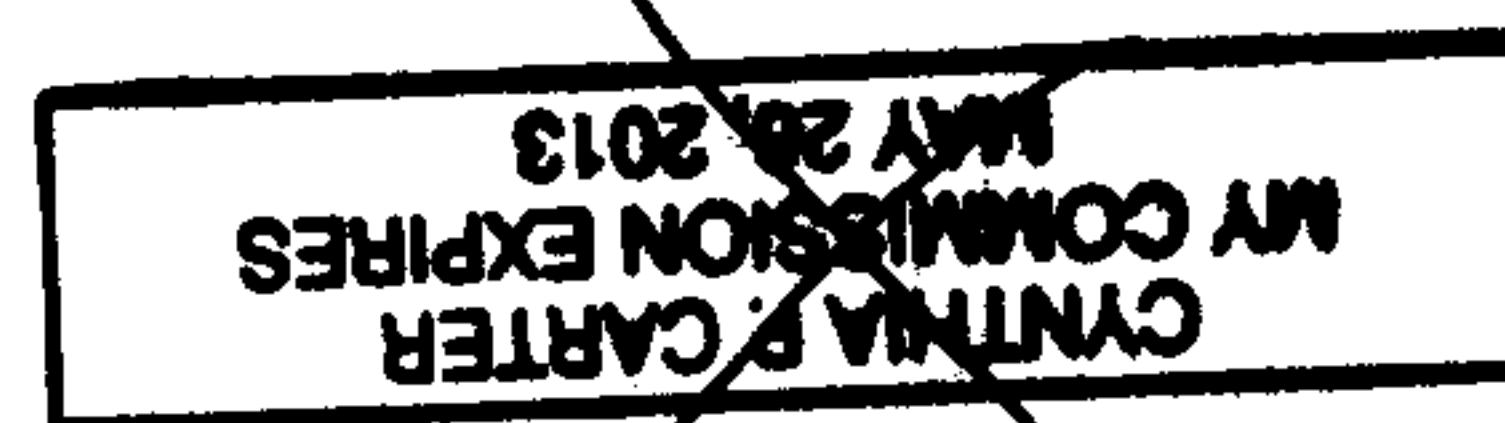
OWNER AND DEVELOPER
MSmith RE, L.L.C.

BY: Margaret Smith
ITS: OWNER

I, the undersigned, Notary Public in and for said County in said State hereby certify that Margaret Smith, whose name is Owner of MSmith RE, L.L.C., 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, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 31st day of December 2011.

Cynthia P. Carter



Prepared by Karen McGall
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