

Formal Acknowledgement of Approval

March 13, 2017

Subject Property Location:

- A) Known as: Lot 15, according to the Survey of Shelby Spring Farms, Lakeland Sector 2, as recorded in Map Book 24, Page 144 A,B, and C in the probate office of Shelby County, Alabama.
- B) Also Known as: 330 Mountain Forest Trail, Calera, AL 35040
- C) Also Known as: Parcel Number 29-3-07-0-002-015.000

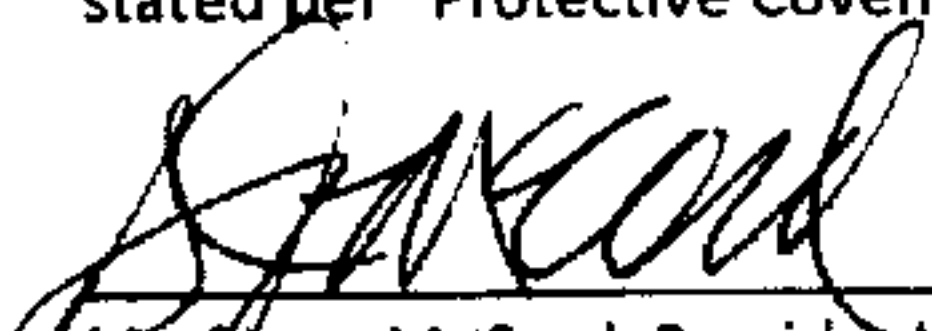
Subject Property Variance Request:

- A) To allow for the front lot line setback referenced within the "Protective Covenants of Shelby Springs Lakeland" to be 60 feet from the front property line, instead of 75 feet to which is currently stated.
- B) Please find "Exhibit A" attached for greater request detail.

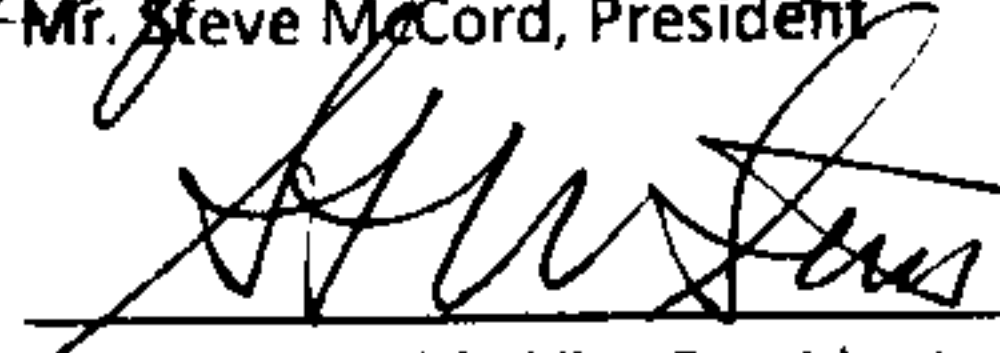
Subject Property Approval Authority:

- A) As referenced within the "Protective Covenants of Shelby Springs Lakeland", "The Architectural-Control Committee shall have authority to grant variances as to either such set-back line where the topography or shape of any lot makes such variance desirable in the opinion of such Committee".
- B) "The Architectural-Control Committee is composed of Shelby Springs Gated Residential Association, Inc. Owners and/or assigns. Three, at large owners shall serve as representatives of the Committee. Unless otherwise appointed, the President, Vice President, and Treasurer shall serve as the Committee."

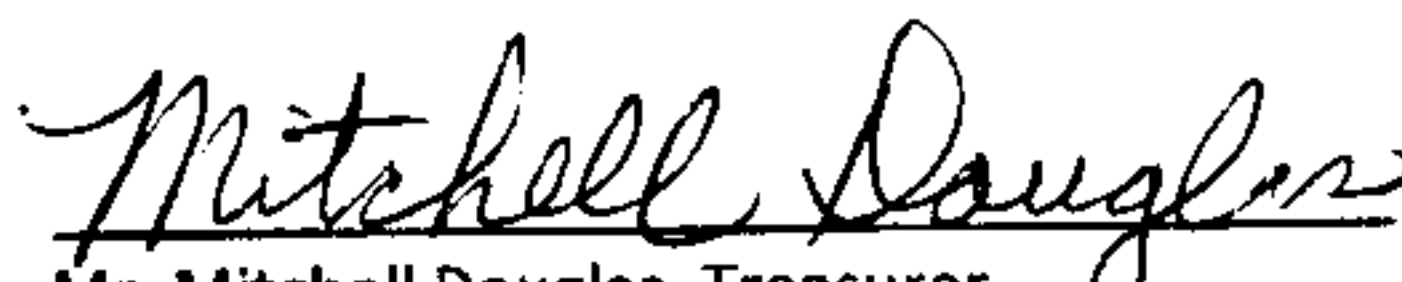
As per the signing of our signature(s) below, we hereby formally grant/approve aforementioned variance request, and acknowledge that we are the proper authority to grant/approve such request as stated per "Protective Covenants of Shelby Springs Lakeland".


Mr. Steve McCord, President

3.13.17
Date


Mr. Steve Smith, Vice President

3-14-17
Date


Mr. Mitchell Douglas, Treasurer

3/14/17
Date



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Shelby Cnty Judge of Probate, AL
03/17/2017 03:44:29 PM FILED/CERT

Exhibit A

David Comer

From: Steve McCord <mccord@HOAR.com>
Sent: Monday, March 13, 2017 9:25 AM
To: David Comer; Steve & Laura Smith; Mitchell Douglas
Cc: Christina Comer; Steve McCord
Subject: RE: Lot# 15, Set-Back Variance Request

In regards to the set back ... we approve your proposed changes for lot #15 listed below . Also thanks for addressing the follow up statements at the end of your email . As you get closer to the material selections for the exterior, can you please let us review those as well . You will find we are easy to work with . Good luck and welcome to the neighborhood .

Steve McCord
Hoar Construction
tel / 205.423.2218
fax / 205.423.2323

From: David Comer [mailto:davidc@centralstatebank.com]
Sent: Thursday, March 9, 2017 11:15 AM
To: Steve McCord <mccord@HOAR.com>; Steve & Laura Smith <mdsco@bellsouth.net>; Mitchell Douglas <mitchell.douglas@att.net>
Cc: Christina Comer <christina@nxsgym.com>
Subject: Lot# 15, Set-Back Variance Request

Gentlemen, good morning. This is David Comer. My wife Christina and I purchased Lot #15 -also known as 330 Mountain Forest Trail, Calera, AL 35040- with the intention of building our primary residence on it. As you are already aware, the layout of the lot was "handicapped" to say the least for a home site.

Several months ago, we hired a good friend Mr. Merrell to move the dirt around on the lot to bring it to "grade". We also spent a substantial amount of money on a compaction company to measure compaction in 1 foot increments as the lot was brought to grade. All of that went as planned, and we thought we were on schedule until this past Sunday.

This past Sunday, my wife and I went out onsite to stake out the lot for it to be brought to final grade and to be prepared for the footings to be dug. Prior to measuring, I reviewed section 4 of the "Protective Covenants of Shelby Springs Lakeland" document and read the following "No building shall be located on any lot nearer than 100 feet, except for lot 15 being 75 feet, or any other lot developer deems a variance is needed, to the front lot line." Key words I caught reading it was "lot line". I then pulled out a copy of my survey that I have on Lot #15, and figured out that our lot line starts approximately 25' from the center of the road.

Herein lies the problem, when our dirt guy and I initially laid out approximately where the house was going to lay, we measured 75' off of the edge of the road, NOT the lot line. Long and short of it is, when we push the house an additional 15' further back, the back of the house would be located on the downhill slope, and more importantly, a large portion of the house would rest on dirt that was not compacted to the same standards as where we had the house originally positioned. We compacted the dirt to the highest standards where the house was originally going to sit, past the back of the original house site, we moved the remaining dirt to provide a little bit of a back yard, but did not use a compactor or proof roll that section.

By nature, I am extremely meticulous and like things in my life to be done right. I am embarrassed to be having to come to you hat in hand with this request. Per the covenants, "The Architectural-Control Committee shall have authority to grant variances as to either such set-back line where the topography or shape of any lot makes such variance desirable in the opinion of such Committee" Also, per covenants, "The Architectural Control Committee is composed

of Shelby Springs Gated Residential Association, Inc. Owner and/or assigns. Three, at large owners shall serve as representatives of the Committee. Unless otherwise appointed, the President, Vice President, and Treasurer shall serve as the Committee." To our knowledge, you three gentlemen serve in these positions, and are the representatives of the Committee, therefore, our official request to you is an additional 15' or 60' setback for Lot #15.

Unfortunately, due to the fact that the dirt on the backside of the house is not properly compacted, and due to the fact that the lot itself has been expunged of all usable dirt to fill with, if we continue as is building the house 15' further back than originally planned (to no fault but our own), we would have the potential for future foundation problems, and more importantly to my wife, we wouldn't have any kind of backyard.

Please find our house plans attached as you have seen them before for your reference should you need them. We understand that the position we are in is to no one else's fault but our own. With that being said, we humbly request that the Committee grant this request with our hat in hand. Please let us know if you have any additional questions. Thank you gentlemen all for your consideration

Additional notes:

Mr. Douglas, I am going to clean up the road by this Saturday where the dirt washed into it from this last rain storm. Also, we will be installing silt fencing prior to construction starting. I apologize the dirt got out there in the first place, but will make it right.


Mr. Smith, prior to construction, per our discussion, and per your approval, I am going to put up a few t-post along your lot bordering the road with some tape going from post to post to keep construction workers from driving on your grass.

Mr. McCord, I can assure you I will have a concrete apron installed prior to starting construction.

Once again my family and I appreciate all of your consideration with this request. Please advise us further as to the Committees verdict. Thank you

David G. Comer
Central State Bank
Assistant Vice President
Lending Officer
205-621-1000 Direct
205-586-7838 Mobile
205-621-1907 Fax
NMLS #709949

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**PROTECTIVE COVENANTS OF SHELBY SPRINGS LAKELAND
SECTOR II
SHELBY COUNTY, ALABAMA
AMENDED & REVISED**

WHEREAS, Shelby Springs-Gated Residential Association, Incorporated (SSGRAI) are the owners of Shelby Springs Development situated in Shelby County, Alabama and recorded in map Book 24, Page 144 A, B and C.

WHEREAS, these amended and revised covenants supersede the terms and provisions set forth in the original Developer Covenant, as recorded in Instrument #1999-04858, in the Probate Office of Shelby County, Alabama, and as amended and revised by the Board of Directors on 3/18/14.


WHEREAS, it is desired by said owners before any of said lots or parcels of ground in the said subdivision shall be sold or conveyed, to fix and establish certain restrictions as to the use and enjoyment of such lots and property in said plat for the protection of all owners of said properties or lots:

NOW, THEREFORE, the undersigned SSGRAI does by these presence establish and file protective covenants or restrictions and to the future use of the lots or parcels of land embraced in said plat, and do grant to future owners of any part of the land embraced in said plat, the rights to enforce said restrictions as hereinafter set forth:


1. **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 detached single-family dwelling not to exceed two stories in height, excluding full basement. Permitted will be horticultural and agricultural uses and gardens, greenhouses and structures incidental thereto, customary to residential occupancy provided no sales of the products are made on the premises, but not including commercial animal or poultry farms and kennels. Permitted will be accessory structures (such as private garages, workshops, servant houses, barns, stables customarily incidental to residential occupancy) provided that servant houses shall be permitted only as accessory to single family dwellings; and provided further that any stable or other structure housing livestock shall be at least one hundred (100) feet from any property line. Accessory structures incidental to other permitted uses shall be located so as to conform to front, side and rear yard requirements established for such uses. No building shall be used as a retail or distribution structure in said development. This prohibition shall not exclude home offices.
2. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure has been approved by the Architectural Control Committee, (as established in Section Number 12), as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section Number 13.
3. **DWELLING COST, QUALITY AND SIZE.** On each of the said lots of Shelby Springs Development, the first floor area or main floor area of the main structure, exclusive of one story open porches and garages or carports, shall not be less than 2,000 (two thousand) square feet in the case of a one story structure, in the case of a one and one-half (1 ½) story, there must be a minimum of

2,200 (twenty-two hundred) square feet, with the main level being no less than 1,200 (twelve hundred) square feet. In the event a house is constructed in tri-level, that is, the main level split level or different height and/or elevation, then, in that event, the main level shall be considered to be the ground level and said upper level of that particular floor, to the exclusion of any level beneath or below said main level. That is to say, that no basement footage will or can be considered as main level footage, for the purpose of this restriction.

4. **BUILDING LOCATION.** No building shall be located on any lot nearer than 100 feet, except for lot 15 being 75 feet, or any other lot developer deems a variance is needed, to the front lot line. No building shall be located nearer than 20 feet to any interior lot line, unless specifically approved by the Architectural Control Committee. No dwelling shall be located on any interior lot nearer than 100 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building. The Architectural Control Committee shall have authority to grant variances as to either such set-back line where the topography or shape of any lot makes such variance desirable in the opinion of such Committee.
5. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No substance, thing or material shall be kept upon any lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupant of surrounding property. No boat, boat trailer, trailer, motor home, truck, commercial vehicle, motorcycle, golf cart, or any other similar item shall be stored in sight from any street. No satellite dishes in excess of 18 inches in diameter are permitted on any lot without the approval of the Architectural Committee.
6. **TEMPORARY STRUCTURES.** No temporary structures.
7. **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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
8. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
9. **WATER SUPPLY.** 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 both state and local public health authorities. Approval of such system as installed shall be obtained from such authorities.
10. **SEWAGE DISPOSAL.** No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authorities.


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11. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee is composed of Shelby Springs Gated Residential Association, Inc. Owner and/or assigns. Three, at large owners shall serve as representatives of the Committee. Unless otherwise appointed, the President, Vice President and Treasurer shall serve as the Committee. A majority of the committee shall control and may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, not its designated representative, shall be entitled to any compensation for service performed pursuant to this covenant.
12. **PROCEDURE.** The Committee's approval or disapproval as required in these covenants shall be in writing.
13. **TERMS.** 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 years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of 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.
14. **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. Any party to a proceeding who succeeds in enforcing a general covenant, restriction, or easement or enjoining the violation of the same against a lot owner may be awarded a reasonable attorney's fee against such lot owner.
15. **NO ACCESS TO OTHER PROPERTY.** No lot or any part thereof may be used as a roadway or walkway (paved or unpaved) from any property outside of Shelby Springs Development, however, nothing contained herein shall prevent the enlargement or expansion of Shelby Springs Development and provided further that there shall be no expansion or enlargement of Shelby Springs Development without the written approval of the Architectural Control Committee.
16. **SEVERABILITY.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.
17. **PRIVATE SUBDIVISION.** The Shelby Springs Development shall be a private subdivision with easements, bridle paths, roadways and ingress and egress constituting common areas which shall be maintained by easements made by the Homeowners Association of which all the owners of lots in Shelby Springs Development shall be members. Membership in the Homeowners shall be wholly responsible for the maintenance and repair of all easements, bridle paths, roadways, ingress and egress and other common areas.
18. **EASEMENTS AND COMMON AREAS.** The site plan of Shelby Springs Development will be filed for record in the office of the Judge of Probate of Shelby County, Alabama, and will provide thereon easements, bridle paths, roadways, ingress and egress and other common areas. The owners of lots in Shelby Springs Development shall have a non-exclusive easement with other owners in the Shelby Springs Development for the use of said roadways, bridle paths, ingress


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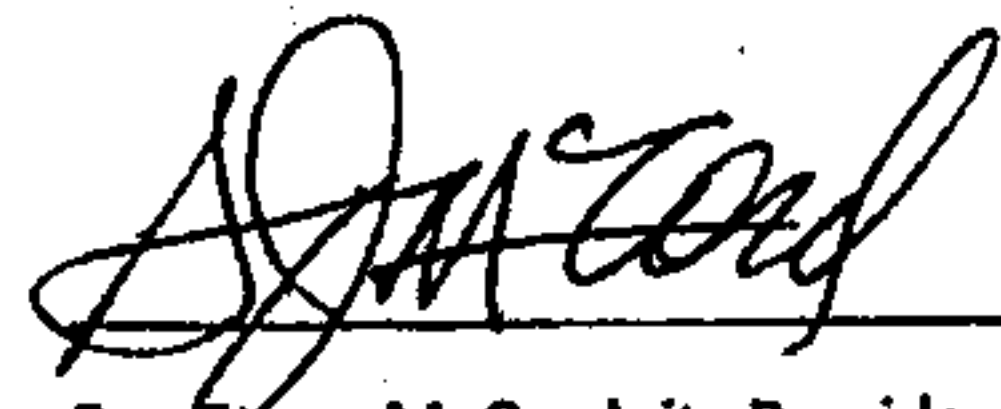
and egress, easements and other common areas. No gravel driveways will be allowed to connect to existing roadways. A minimum of a 4 foot paved stoop is required between gravel and existing roadways.

19. **FENCES.** All fences erected in front or to the sides of the house must be of wooden or plastic material. Any fences seen from the road must also be of these materials. Barb wire, mesh, chain link, or like materials may be used if hidden in trees or out of sight of any public or private roads or neighboring homes. Any exceptions shall be at the sole discretion of the Architectural Control Committee.
20. **UTILITIES.** The lot owner shall be solely responsible for the cost and expense of the installation of all utilities used on any lot up to the lot line. Developer shall not be responsible for the cost and expense of installing or maintaining any utilities, including underground electrical power, used on any lot up to the lot line.
21. **LOT MAINTENANCE.** Each owner of any lot shall at all times keep and maintain said lot and improvements thereon in a clean, orderly and attractive condition, maintaining and repairing the resident promptly as conditions may require. If at any time, and after 20 days notification to lot owner, any lot that is not maintained as described herein, the Property Owners Association (POA) shall have a right, at its sole discretion to maintain any lots wherein notice has not been rectified at the lot owner's expense.
22. **UTILITY EASEMENTS.** Developer, or any utility authorized by it, reserves a 10 foot easement across the back of and along each side of each lot, for the purpose of constructing, maintaining, and repairing utility lines and equipment and for water mains and storm drains, and other general use facilities; provided, however, that said easement area shall be maintained by the lot owner, except for those obligations of public authorities or utility companies.
23. **RULES AND REGULATIONS.** All homeowners shall at all times comply with rules and regulations, orders, laws, ordinances, statutes, and decrees of any governmental or political entity or persons, and any rules and regulations adopted by SSGRAI or successors, assigns, or designees.
24. **RIGHTS OF SSGRAI TO MODIFY COVENANTS, RESTRICTIONS AND EASEMENTS.** The undersigned SSGRAI, its successors or assigns, reserves the right to modify, release, amend, void, transfer or delegate any and all of the rights reservations, and restrictions herein set forth, or the right to modify, release, amend, void, or transfer any one or more of the said herein set forth general covenants, restrictions, and easements on lots in said subdivision, at its sole discretion.
25. **PROPERTY OWNERS ASSOCIATION (POA).** A Property Owners Association has been formed to promote community integrity, maintain the entrance and rights-of-ways and for other purposes determined by the POA. The POA shall have the right to assess charges against each parcel of land for said maintenance of the entrance and rights-of-ways and for any other costs agreed to by two-thirds of the "property owners". Each owner, by acceptance of a deed for any property in this Shelby Springs, Lakeland Sector II, shall become a member of the POA and is deemed to have covenanted and agreed to pay the POA charges as provided herein. These charges together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and


shall be a continuing lien upon the property against which each such charge is made. Dues are owed at the time of acceptance of deed. Dues maybe changed from time to time by a two-thirds vote of the POA. Dues are set at \$500 per lot per year and shall be paid by January 15th of each year. POA members with multiple lots shall pay dues per lot (example 3 lots = \$1,500 per year).

26. **GRANTEE'S ACCEPTANCE.** The grantee of any lot subject to the coverage of these general covenants, restrictions, and easements, by acceptance of the deed or other instrument conveying an interest in or title to, or the execution of a contract for the purchase thereof, shall accept such deed or other contract upon and subject to each and all of these general covenants, restrictions, and easements herein contained.
27. **INTERPRETATION BY POA.** POA shall have the right to construe and interpret the Provisions hereof, and in absence of any adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof.
28. **GARAGE OPENINGS.** Garage openings shall not face the street. Exceptions may be granted by the Architectural Control Committee in their sole discretion, and said exceptions must have electric door openers installed and operating.
29. **HORSES.** No horses permitted accessibility to lake except for a small partial fenced area for drinking purposes only on each individual parcel location on lake. No more than one horse allowed per acre.
30. **VOTING RIGHTS.** Each lot shall count one vote. Members with more than one lot shall have a vote for each lot owned (Example: 3 lots = 3 votes). A simple majority vote is required to implement a change or article.
31. **LIGHT LOADS/STREET USAGE.** Each lot owner shall limit the truck load deliveries to their property to 9 tons per axle and a maximum of 18 tons per load. Any repair costs caused by overloading the roads shall be the responsibility of the lot owner receiving said delivery.

SHELBY SPRINGS GATED RESIDENTIAL
ASSOCIATION, INC.




By: Steve McCord, its President


By: Steve Smith, its Vice-President


By: Mitchell Douglas, its Secretary-Treasurer

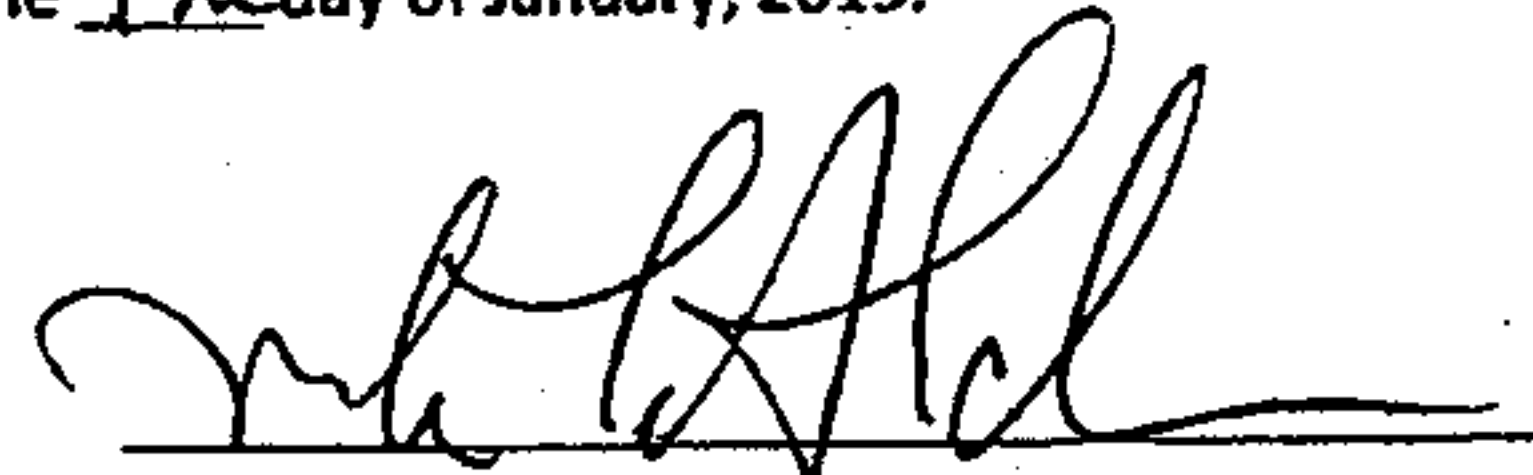
STATE OF ALABAMA

SHELBY COUNTY

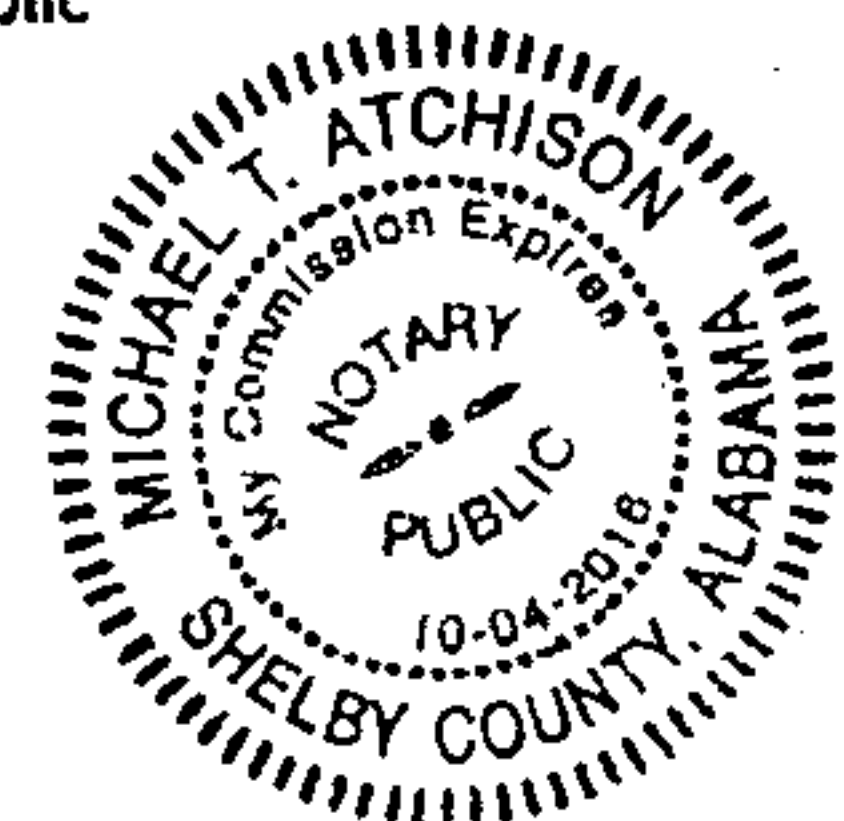

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I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Steve McCord, whose name as President of SHELBY SPRINGS GATED RESIDENTIAL ASSOCIATION, INC. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of January, 2015.


Notary Public

My commission expires: _____



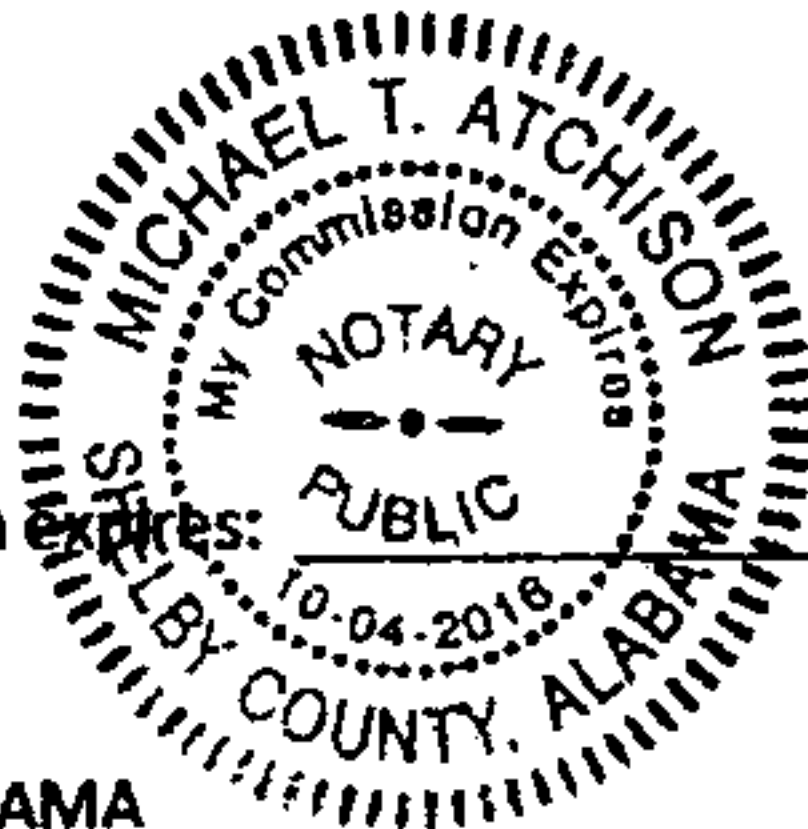

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STATE OF ALABAMA
SHELBY COUNTY

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I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Steve Smith, whose name as Vice-President of SHELBY SPRINGS GATED RESIDENTIAL ASSOCIATION, INC. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of January, 2015.



My commission expires:

A handwritten signature in black ink, appearing to read "Michael T. Atchison", written over a horizontal line.

Notary Public

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Mitchell Douglas, whose name as Secretary-Treasurer of SHELBY SPRINGS GATED RESIDENTIAL ASSOCIATION, INC. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal, this the 9th day of January, 2015.

A handwritten signature in black ink, appearing to read "April Shannon Clark", written over a horizontal line.

Notary Public

My commission expires:

1-9-2017



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THIS INSTRUMENT WAS PREPARED BY:

MIKE T. ATCHISON, ATTORNEY AT LAW, INC.
P.O. BOX 822
COLUMBIANA, AL 35051



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