

This Instrument prepared by:
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STATE OF ALABAMA)
COUNTY OF SHELBY)

**DECLARATION OF PROTECTIVE COVENANTS
FOR
The CORNERS of WESTOVER**

KNOW ALL MEN BY THESE PRESENTS, THAT:

Whereas, the undersigned, **Chappell Enterprises and Properties, LLC**, an Alabama limited liability company, is the owner of all the Lots 1 through 6, according to the Survey of the Corners of Westover, as recorded in Map Book 50, Page 4, in the Probate Office of Shelby County, Alabama.

Whereas, the undersigned, **Chappell Enterprises and Properties, LLC**, herein after referred to as "Owner" and "Developer" is desirous of establishing restrictions and limitations applicable to all lots owned by them in said development.

Now, therefore, the undersigned, **Chappell Enterprises and Properties, LLC, Anthony Joseph**, does hereby adopt the following restrictions and limitations which are as follows:

**ARTICLE I
PURPOSE**

For interpreting and applying these protective covenants, their purpose shall be deemed to be to allow the purchasers of lots in The Corners of Westover to enjoy the pleasures and benefits of a rural life style with minimum restrictions while simultaneously imposing reasonable requirements and controls on construction, maintenance and other activities within the subdivision in order to provide for the safety of the purchasers and to preserve the beauty and value of their property.

This Declaration of Protective Covenants is being re-recorded to correct the name of the Developer in paragraph 3 above.

ARTICLE II EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. That said property shall be used for residence and non-commercial recreational and agricultural purposes only and not for any purpose of business or trade.
- B. Any residence constructed shall be a one family dwelling. Construction of any dwelling shall commence within twelve (12) months of the purchase of the Lot and shall be completed within twelve (12) months from the commencement of construction.
- C. No main dwelling shall be erected in said development unless the following listed minimum square footage requirements are complied with (exclusive of porches or garages).
- D. One story structure, 1800 square feet of finished and heated living area, excluding basement. All floor plans and elevations to be approved by the ACC.
- E. One and one-half (1 ½) story structure, a minimum of 1800 square feet on the first floor and a minimum of 850 square feet on the second level.
- F. Two (2) story structure, a minimum of 1800 square feet on each floor.
- G. A secondary residence such as a guesthouse will have minimum square footage of 1800 on the main level.
- H. No trailer or other temporary residence shall be maintained on any lot except that a permanent bath equipped with a septic system and approved by the Architectural Control Committee (ACC) (see Article M) may contain guest quarters and be used indefinitely as a part-time basis and may be used for up to a maximum of two (years) as a temporarily full time residence while a permanent residence is being built. The Architectural Control Committee will have to approve this in writing. When using a barn as a temporary or part-time residence or guesthouse quarters, the lot owner shall be knowledgeable of and fully comply with all relevant requirements of the Shelby County Health Department. Guest quarters in a permanent barn may be in addition to the guesthouse allowed in paragraph C.
- I. A barn for storage of boats, lawn equipment, etc. and/or for guest quarters may be constructed and must be approved in writing by the

Architectural Control Committee. The ACC must be given a construction plan and must show the location of the structure on the lot.

- J. Fences may be erected with approval of the Architectural Control Committee. No razor wire or barbed wire fencing will be allowed. Chain link, wire or metal fencing (other than wrought iron) may not be used in view of roads or in the lake buffer area specified in Article V. Use of chain link, wire or metal fencing in other areas must be approved in writing to the ACC. Privacy type fencing may not be erected in front of a dwelling, or closer to the road than the minimum setback distance of seventy-five (75) feet.
- L. No lot may be subdivided or reduced in size, without approval of the Shelby County Planning Commission or other appropriate governmental authority.
- M. Dogs and cats are allowed-limited to 5 each per lot. Horses are not allowed. No chickens other fowl shall be allowed. No pigs, goats, cows or other farm animals shall be allowed. Pets shall not create a nuisance to surrounding lot owners nor be vicious in nature. It shall be within the authority of the ACC to determine what constitutes a nuisance, disturbance or vicious in nature.
- N. No commercial vehicles may be stored or maintained on any lot. A motor home, travel home, recreational vehicle, camper, or boat may be stored out of view from the street and other lots (but in no case in front of the house) or may be stored in the barn if one is constructed. Outdoor storage of abandoned or inoperable vehicle, shall not be allowed. Boats used in development lakes may be kept at the lake.
- O. No more than six (6) cars shall be regularly maintained outside at any single lot.
- P. No exterior radio, television antennas, or satellite dishes shall be permitted in front of a dwelling or if they are visible from the street, approval of Architectural Control Committee is needed.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE AND PLAN APPROVAL

- A. The Architectural Control Committee shall consist of Lynal Chappell until such time as the Developer has sold all of the lots within the Property. The Developer or thereafter the ACC may designate a representative to act for it in the event of death or resignation of any

member of the committee. Remaining members shall have full authority to designate a successor.

B. No buildings or outbuildings of any type, gazebo or fence shall be erected, placed or altered on any lot until the construction plans and the specifications and the plans showing the location of the construction have been approved by the Architectural Control Committee. Outbuildings with an industrial or commercial appearance will not be allowed, unless approved by the ACC.

C. One set of prints of the drawings (herein referred to as "plans") for each house or other structure (such as a barn or stable) proposed to be constructed on each lot shall be submitted for review and approval or disapproval by the committee. The plans submitted to the committee shall be retained by the committee. Said plans should be delivered to the office of Chappell Enterprises and Properties, LLC, located at 324 Branch Lake Drive, Columbiana, AL 35051.

D. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fail to approve or disapprove within 30 days after plans and specifications have been submitted to it or in any event if no suit to enjoin the construction has been commenced after the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

E. When the developer has sold all the lots in The Corners of Westover, the ACC will be comprised of the individuals who are lot owners of the two (2) lots within the property and at such time the affirmative vote of a majority of the members of the committee shall be required in order to issue any permit and authorization set forth herein.

ARTICLE IV SEPTIC TANKS

A. All septic tanks must be of an improved type, such tanks together with adequate field lines must be approved and completely acceptable to the Shelby County Health Department. No septic tank or field line shall be constructed within 20 feet of an adjoining property line. No sewer or drainage lines shall be constructed or laid which shall empty on or become a nuisance to an adjoining lot, property line or road. Field lines



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ARTICLE V

GENERAL REQUIREMENTS

- A. Outside air conditioning units may not be visible from the street. No window units or through-the-wall units shall be allowed.
- B. Location of swimming pools must be approved by the ACC. No swimming pool shall be allowed unless it can be determined that draining of the pool can be accomplished without adversely impacting adjoining lots or subdivision lakes.
- C. No treehouses can be built within view of the street without written approval of the ACC.
- D. All basketball goals shall be attached to a goal post and no goals may be attached to the dwelling.
- E. All yards must be landscaped so as to blend harmoniously with the dwellings and lots in the development. Seeding or sprigging allowed in pastures but not in front yard. All natural areas around homes and along roads must be regularly and attractively maintained.
- F. It is the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions or grounds which shall tend to decrease the beauty of the neighborhood as a whole.
- G. Lot owners shall use commercial garbage and trash disposal services and shall not burn, bury or otherwise dispose of garbage or trash on the property.
- H. All dwellings must contain wooden or vinyl window frames. Aluminum window frames are prohibited.
- I. The pitch of the roof on the dwelling must be at least 6 in 12 or more.
- J. No wooden front stoops shall be permitted. All front stoops must be brick or masonry.
- L. No noxious, illegal 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 to the neighborhood.

M. No use of fireworks shall be allowed on the property unless the activity is supervised by an adult lot owner. Use of fireworks shall not be allowed at anytime during dry or drought conditions when risk of fire is present.

N. No lumber, metals, bulk or scrap materials shall be stored or allowed to accumulate on any lot, except those materials used during the construction of an approved structure or improvement.

O. No sign of any kind shall be displayed to the public view on any lot except, 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.

P. No clear cutting of timber shall be allowed except after approval by the ACC of a written request specifying the area(s) to be cut.

Q. No building shall be located on any lot nearer than seventy- five (75) feet to the front lot line. No building shall be located nearer than thirty (30) feet to the interior lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

R. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access shall also be granted on each lot, from the front line to the rear lot line, to any utility company having an installation in the easements.

S. The restrictions shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the restrictions shall be taken to govern and control.

T. Any person purchasing a lot or lots in the referenced development shall execute an agreement with the developer to abide by the protective covenants and to construct houses in accordance with the architectural standards established by the Architectural Control Committee.


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U. No Mobile homes or manufactured home may be located on any lot.

V. It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of fifty (50) years from date hereof, at which time said restrictions and limitations shall automatically extend for successive periods of ten (10) years, unless by vote of a majority of a two-thirds (2/3) then owners of the lots, each owner casting one vote for each lot owned, it is agreed in writing to change said restrictions in whole or in part. If the parties hereto, or any of them, or their heirs, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.

X. Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delete all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said set forth restrictions on lots belonging to them subject to the written approval of 2/3 of the owners of lots not owned by them.

Y. So long as the Developer owns any lot, the Developer may amend or modify these restrictive covenants without the consent of any other owner.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions that shall remain in full force and affect.


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IN WITNESS WHEREOF, the said Lynal Chappell, Sole Member of Chappell Enterprises and Properties, LLC has hereunto set his/its signature(s) and seal(s) on this the 12th day of October, 2018.

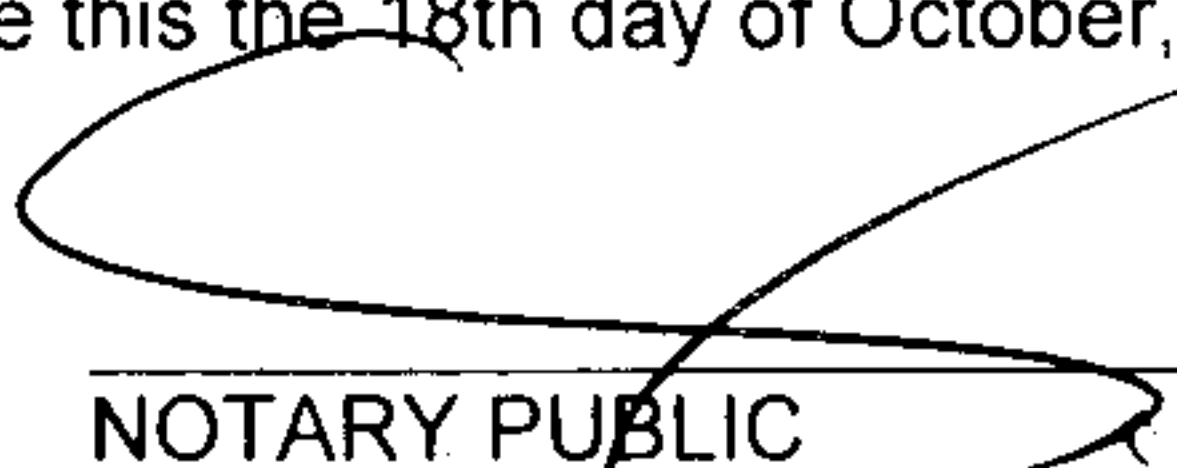
Chappell Enterprises and Properties, LLC

By: 
Lynal Chappell
Its: Sole Member

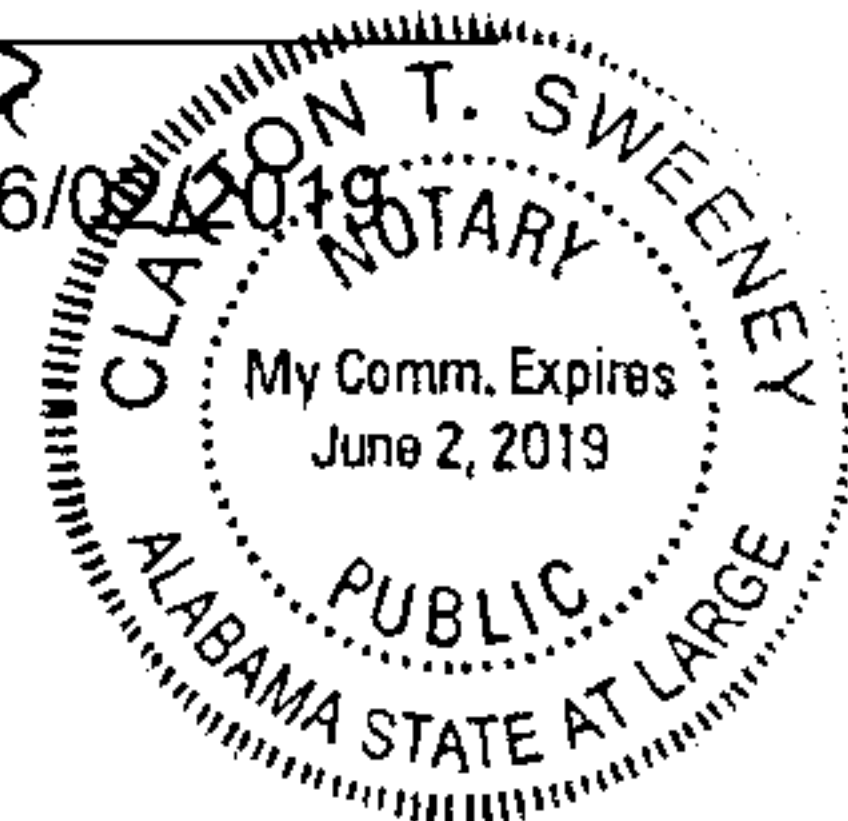
STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and for said State, hereby certify that **Lynal Chappell**, whose name as Sole Member of **Chappell Enterprises and Properties, LLC, an Alabama limited liability company**, 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 sole member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal of office this the 18th day of October, 2018.


NOTARY PUBLIC

My commission expires: 06/02/2019




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