

STATE OF ALABAMA  
COUNTY OF SHELBY



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Shelby Cnty Judge of Probate, AL  
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DECLARATION OF PROTECTIVE COVENANTS  
OAK VALLEY ESTATES SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, GES ENTERPRISES INC, an Alabama corporation ("Declarant"), is the owner of OAK VALLEY ESTATES subdivision, as recorded in Map Book 50, at Page 82, in the Office of the Judge of Probate of Shelby County, Alabama (the "Property" or the "Lots"); and

WHEREAS, in order to preserve and enhance the quality of life for purchasers of Lots, and to protect values of houses constructed on the Lots, Declarant desires to subject the Property to certain restrictions, conditions and limitations; and

WHEREAS, the Declarant has incorporated the Association under the Alabama Nonprofit Corporation Act for the purpose of, among other things, exercising the aforesaid functions.

NOW, THEREFORE, Declarant subjects and commits the Property to the following restrictions, conditions, and limitations relating to the use of the Property, intending them to be construed as covenants running with the land and shall be binding on and inure to the benefit of all parties having a right, title or interest in the said Property, as well as their grantees, heirs, successors, and assigns:

1. **Single Family Residence.** Each lot shall be used for a single-family residence, and for no other purpose.
2. **One family.** Each dwelling shall be occupied by one family unit, only.
3. **Permitted Buildings.** No structure shall be erected, altered, placed or permitted to remain on any Lot other than (1) detached single-family dwelling.

4. **Minimum Finished and Heating Living Area.** Each residential building shall contain a minimum of 2400 square feet of finished and heated living area. In calculating the minimum areas required under this paragraph, open porches, garages and basements are to be excluded.
5. **No Lot to be Subdivided.** No Lot shall be subdivided so as to create an additional Lot.
6. **No Temporary Residence.** No structure of a temporary character, no trailer, no recreational vehicle, garage, tent or basement shall be used at any time as a residence, either temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by the City of **Alabaster**
7. **Boats, Trailers and RVs.** All Boats, Trailers and RVs shall be stored in a manner that none can be seen from road or adjoining property owners. Screening shall be used such as shrubs, trees or fencing to insure proper screening. all fencing and landscaping shall be reviewed and approved by the Architectural Control Committee / owner / developer before Installation.
8. **Grassing of Yards.** All front yards are to be sodded. Seeding or sprigging, or a combination, will be permitted on the sides and rear of houses.
9. **Signage.** All signs shall comply with design specifications of the Architectural Control Committee. No sign of any kind shall be displayed on any Lot, except one for sale sign of not more than two (2) square feet, one for sale sign of not more than six (6) square feet during the construction and sale.
10. **Location of Air Conditioning Units and Vents.** Outside air conditioning units and plumbing and heating vents shall be placed only at the rear or at the sides of the houses.
11. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences will be permitted. All fences visible from the front or side street must have a wood barrier of a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencement of construction.
12. **Doors and Window Finishes.** No silver finish metal doors or windows of any kind will be permitted. However, factory painted or anodized finish in natural earth tones may be used.
13. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted. All satellite dishes must be installed at the side or rear of the house.
14. **Setbacks.** The setbacks required are those of the City of **Alabaster** district.



20190405000111320 2/8 \$36.00  
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15. **Keeping of Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots, except dogs, cats and other household pets in a reasonable number and provided that they are not kept, bred or maintained for any commercial purpose.
16. **Nuisances.** No noxious or offensive trade or activity shall be carried on upon any Lot, neither shall there be any conduct or activity thereon which constitutes an annoyance or nuisance to the residents of neighboring houses.
17. **Boats, Trailer, Recreational Vehicles.** No boat, trailer, recreational or commercial vehicles or bus, or vehicle of any kind which is not in driveable condition, shall be allowed to be parked or stored on any Lot or driveway.
18. **No Dumping.** 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 clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Architectural Control Committee so as not to be visible from any road at any time, except during the time that refuse is being collected.
19. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted.
20. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the ingress/egress driveway only, in order to prevent unnecessary damage to trees, paving and curbs. Any damage not repaired by the owners of the Lot after ten (10) days' written notice, may, at the discretion of the undersigned or the Homeowner's Association, be repaired and the costs assessed to the Lot owner. This charge will constitute a lien upon the Lot, enforceable by an appropriate proceeding at law or equity.
21. **Exterior Construction.** All materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.
22. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed with in twelve (12) months thereafter.
23. **Architectural Control Committee ("ACC").** (a) **Authority.** The ACC shall have the power and authority to interpret, apply and enforce these covenants. In addition to the authority to review and approve plans and specifications for the structures to be built on the Lots and to approve the positioning of the structures in accordance with Paragraph (c), below, the ACC is granted the authority to exercise reasonable discretion in granting exceptions in unique situations and circumstances.
- (b) **Composition.** The Architectural Control Committee (the "ACC") shall be composed initially of **Guy Krebs** . Should any member of the ACC decline or be



20190405000111320 3/8 \$36.00  
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unable to serve, the member's replacement will be determined by the remaining two members. The ACC shall be permitted to name one of its members to make the day-to-day decisions. The initial Members of the ACC shall serve without compensation and shall serve until all of the Lots have been sold, at which time, the owners of record of the majority of the Lots shall have the power, upon written notice to the ACC, to change the membership of the ACC.

(c) **Approval of Plans and Home Location.** All plans for any structure or improvements to be erected or moved upon any Lot, together with documentation showing the proposed location on the Lots, the exterior construction material, the roofs (and any changes or additions to the exterior) must be submitted to and approved by the ACC before any work is commenced.

(d) **No Liability For Failure to Identify Defects in Plans.** Neither the ACC nor any architect, engineer or other person examining the Plans and specifications on behalf of the ACC shall incur any responsibility to the Lot owner submitting the Plans, or to any third party, in any respect whatsoever, but specifically, without limitation, the failure to check or to check properly on defects of any kind, whether the defects be structural or otherwise. Neither shall an approval by the ACC be deemed to be a comment on the structural integrity of any structure, but rather the ACC's judgment that the Plans meet the requirements of these Covenants, Restrictions and Limitations.

25. **Storm Water Run-Off.** By accepting delivery of a deed to a Lot, the new owner of the Lot assumes responsibility for all drainage and storm water run-off from the Lot.

26. **Each Covenant Independent.** Each and every covenant and restriction contained herein shall be considered to be an independent and separate restriction and condition, and in the event one or more condition 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.

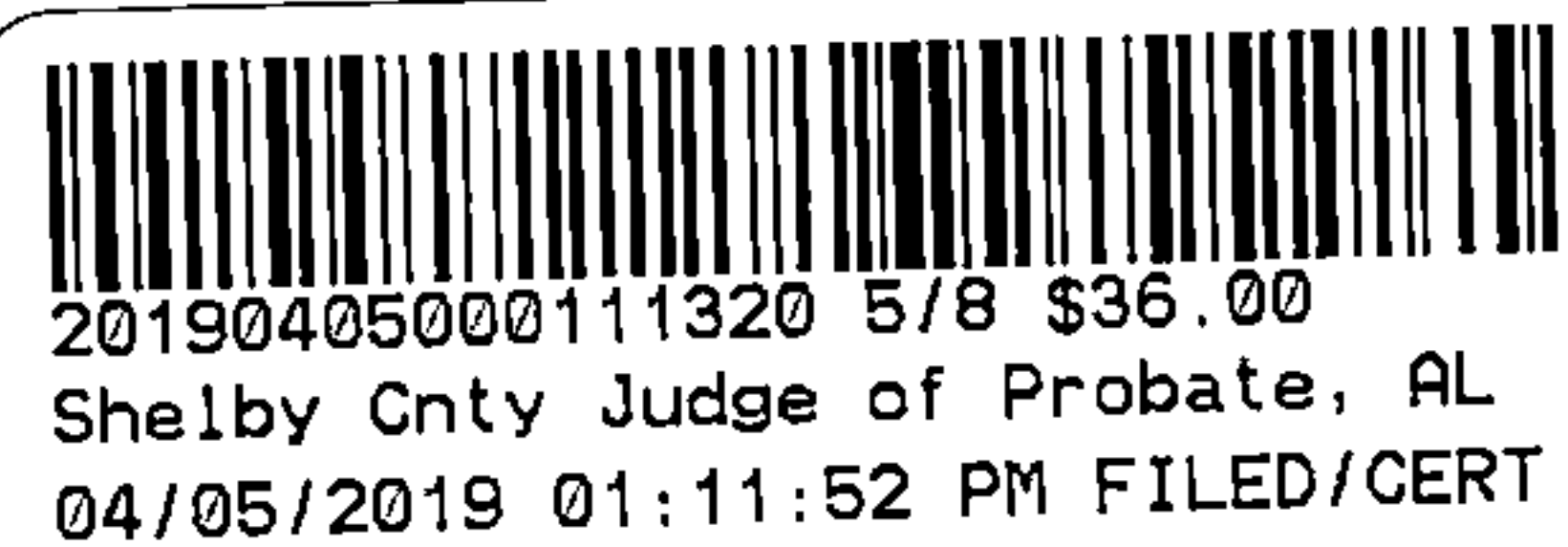
27. **Covenants for Benefit of All Lot Owners.** The covenants and restrictions herein shall be deemed to be covenants running with the land. If any person shall violate or attempts to violate any such restrictions or covenants, it shall be lawful for the undersigned or any person or persons owning any Lot in the subdivision: (a) to prosecute proceedings at law for the recovery of damages against the person or persons so violating or attempting to violate any such covenant or restrictions, or (b) to maintain a proceeding in equity against the person or persons so violating or attempting to violate any such covenant or restriction for the purpose of preventing such violation; provided, however, that the remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law.



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28. **Mailboxes.** All mailboxes shall be located and constructed in accordance with U.S. Postal Service specifications. The ACC shall have the right to specify the specific type, color, design and style of mailbox to be used.
29. **Drainage.** The lot owners shall be solely responsible for the drainage of surface water, storm water and/or foundation drains away from any and all improvements. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent Lot or Lots. Drainage flow shall not be obstructed or diverted from drainage swales, storm sewers and/or utility easements as reflected on the record map.
30. **Membership in the Association.** Every Owner, including the Declarant for so long as it is an Owner, shall at all times be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot. Membership shall attach automatically upon the acceptance of the delivery of the instrument of transfer of such ownership interest, provided that such instrument is promptly recorded in the Probate Office of Shelby County, Alabama. Each member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. In no event, shall more than one vote be cast with respect to any one (1) lot. There shall be no fractional voting.



33. **Certificates Concerning Assessments.** The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment or his designee or any Institutional Mortgagee a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
34. **Liability of Owners for Assessments.** No Owner may exempt himself from liability for any Assessment levied against his Lot by waiver of the use or enjoyment of any of the Common Areas, or by abandonment of the Lot.
35. **Effect of Non-Payment of Assessments.** If any Assessment or other charge or lien provided for herein is not paid in full on the due date set by the Board, then such Assessment, charge or lien shall become delinquent on the thirtieth day thereafter, and together with interest thereon and cost of collection thereof as are hereinafter provided, thereupon become a continuing lien on the Lot encumbered thereby, and also the personal obligation of its Owner, his heirs, and his or its successors and/or assigns. Notice of such delinquency shall be forwarded to such Owner and any Institutional Mortgagee having an interest in the Lot. The personal obligation of any Owner to pay such Assessment, however, shall remain his or its personal obligation and shall not pass to any successors or assigns unless expressly assumed by them.
36. **Lien Rights.** The lien herein granted to the Association shall be perfected by recording a Claim of Lien in the Probate Office of Shelby County, Alabama, stating the description of the Lot encumbered thereby, the name of its Owner, the amount due and the date when due. The lien shall continue in effect until all sums secured by it, as herein provided, shall have been fully paid. If any Assessment is not paid within thirty (30) days after the delinquency date, the Assessment shall bear interest from the date of delinquency at the highest rate permitted under Alabama law, and the Association may bring an action against the Owner personally obligated to pay the same and/or commence the foreclosure of the aforesaid lien against the Lot in like manner as a foreclosure of a mortgage on real property under the laws of the State of Alabama, and there shall be added to the amount of such Assessment all attorneys' fees incurred in attempting to collect such Assessment and in prosecuting any action for the same, the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include the interest on the Assessment as above provided together with the costs of the action. The lien granted to the Association shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Any person (except an Institutional Mortgagee) who shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to the Association and shall acquire his interest in any Lot expressly subject to any such lien of the Association. The lien of any Assessments shall be subordinate to the lien of any Institutional Mortgagee bearing a recording date in the Probate Office of **Shelby** County, Alabama prior to the date of recording the Association's Claim of Lien.



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37. **Amendment by Declarant.** The Declarant reserves the right unilaterally to amend this Declaration, and to do so at such time and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment thereto. However, this right of unilateral amendment shall expire after all Lots have been sold to Owners other than the Declarant. Once, the Declarant no longer owns any Lots, this Declaration may be amended once properly noticed by the Association by an affirmative vote of two-thirds (2/3) of the Lot Owners of the total Lots of the Property.

38. **Owner's Acceptance.** EACH OWNER, BY ACCEPTANCE OF A DEED OR OTHER INSTRUMENT OF CONVEYANCE FOR ANY LOT OR ANY INTEREST THEREIN, OR BY EXECUTION OF A CONTRACT FOR THE PURCHASE THEREFOR, UNCONDITIONALLY AGREES TO BE BOUND BY, AND TO COMPLY WITH, EACH AND EVERY TERM, PROVISION, COVENANT AND RESTRICTION CONTAINED HEREIN.

Done the 5<sup>th</sup> day of April 2019

GES Enterprises Inc an Alabama Corporation

By: Guy Krebs PRES.

STATE OF ALABAMA )  
SHELBY COUNTY )

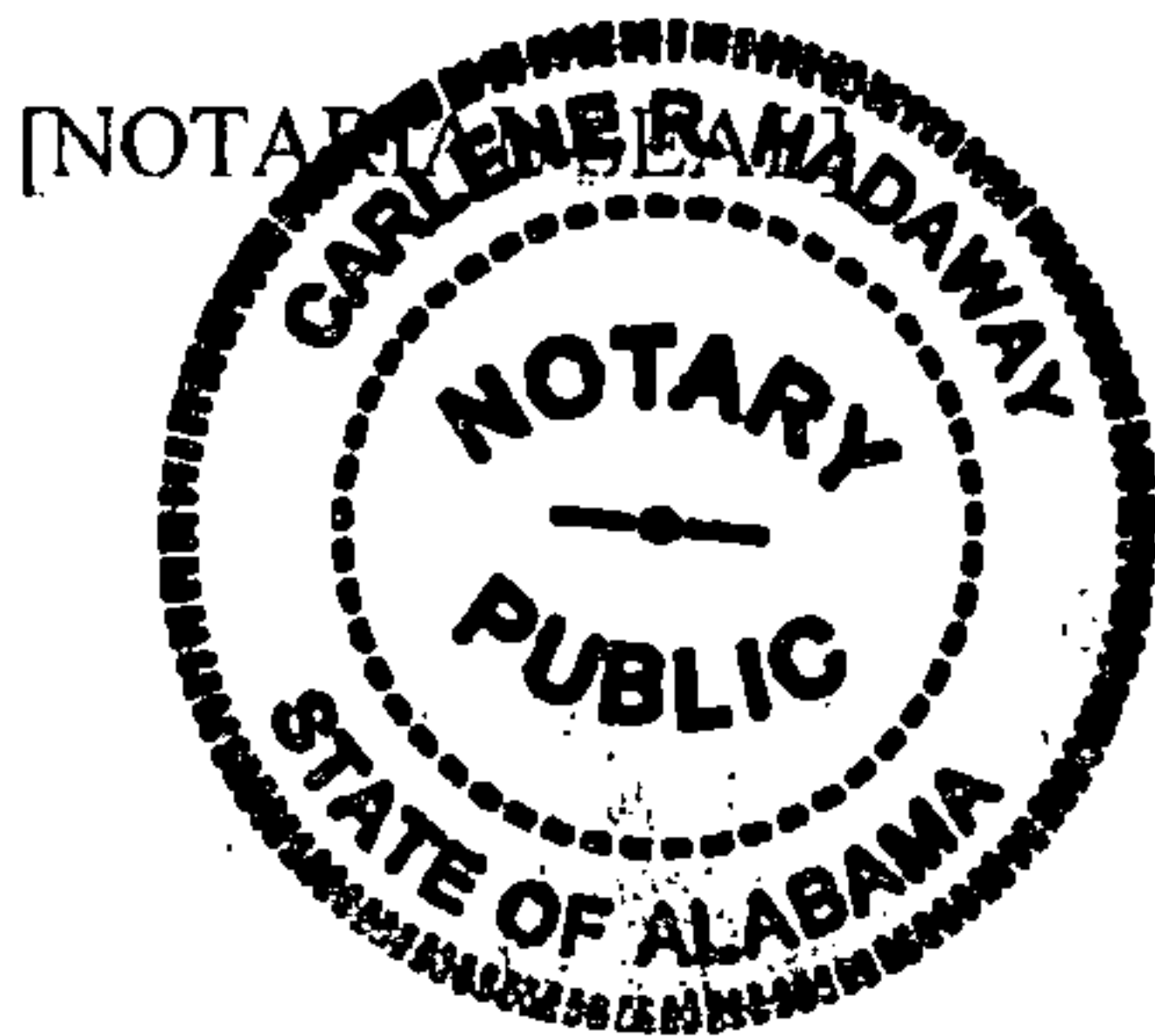
I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Guy Krebs** whose name as **President of GES Enterprises, Inc**, an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such closing manager and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 5<sup>th</sup> day of April, 2019

Carlene R. Hadaway

Notary Public

My commission expires: \_\_\_\_\_



My Commission Expires November 15, 2021



20190405000111320 7/8 \$36.00  
Shelby Cnty Judge of Probate, AL  
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Mortgagee's Consent

Shane D. Schroeder, the holder and owner of that certain Mortgage recorded in the Office of the Judge of Probate of Shelby County, joins in the execution of this Declaration of Protective Covenants for the sole and singular purpose of consenting to said Declaration and subjecting the Property described and referred to therein to the terms, conditions and provisions thereof.

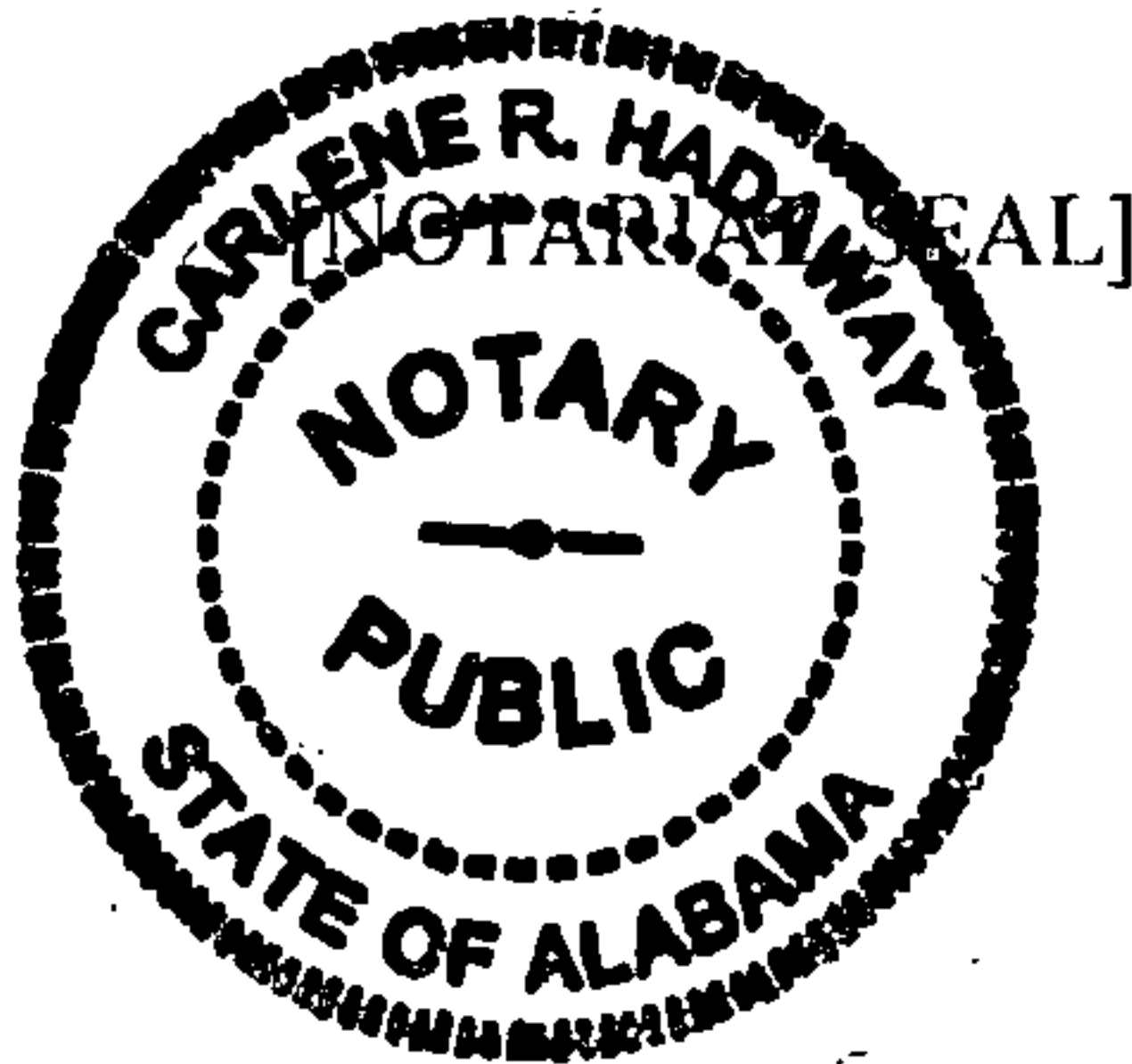
By its: [Signature]  
President

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Shane D. Schroeder, whose name as Shane D. Schroeder of Central State Bank, Calera, AL 35040, a corporation, 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 5 day of April, 2019

Carlene R. Hudaway  
Notary Public



My Commission Expires November 15, 2021



20190405000111320 8/8 \$36.00  
Shelby Cnty Judge of Probate, AL  
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