

DECLARATION OF PROTECTIVE COVENANTS FOR
MT. ERA ESTATES
AS RECORDED IN MAP BOOK 50, PAGE 65
IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

STATE OF ALABAMA

COUNTY OF SHELBY

KNOW ALL MEN BY THESE PRESENT THAT:

WHEREAS, The undersigned, AUTHENTIC BUILDING COMPANY LLC, an Alabama Limited Liability Company, (herein after referred to as "Developer"), is the owner of all the lots as described in the Survey of Mt. Era Estates (herein after referred to as the "Development") as recorded in Map Book 50, Page 65 in the Probate Office of Shelby County, Alabama; and

WHEREAS, The Undersigned desires to subject said property and each lot located in said property to the following conditions, limitations and restrictions herein after set forth;

NOW, THEREFORE, the Undersigned does hereby expressly adopt the covenants, conditions and limitations for said property described herein above.



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Shelby Cnty Judge of Probate, AL
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Article I

Exclusive Residential Use and Improvements

1.01 All Lots shall be known and described as residential lots and shall be used for single-family residential purposes exclusively. No lot shall be subdivided or re-subdivided without prior written approval of Developer. It is the responsibility of the Lot Owner to strictly follow those certain codes and ordinances set forth for that particular zoning classification of the municipality in which said lot is located.

1.02 No structure shall be erected, altered, placed or permitted to remain on any lot, other than one (1) detached single-family dwelling, not to exceed two and one half (2-1/2) stories, with or without a private garage, and other outbuildings incidental to and necessary for proper residential use of Lot. No mobile home or modular housing is allowed. Any outbuilding will be in conformity to the standards set herein and approved by the Architectural Review Developer (hereinafter referred to as "Developer"), established by Developer pursuant to Article III hereof.

1.03 Notwithstanding anything provided to the contrary herein, Developer shall be permitted to construct and maintain on any Lot a structure and related facilities, which may be designed and used as a construction field office and as a sales/marketing office.

1.04 Subject to the provisions of Articles VIII below and the rights retained below by the Developer, each Lot and any dwelling, building or other structure constructed or placed thereon shall be subject to the following minimum setbacks -Front set back: Twenty-five (25) feet from front lot line to nearest line of the main building; Side set back: fifteen (15) feet from the side of the lot to the nearest line of the principal building; Rear set back: Fifty (50) feet from rear lot line and nearest line of the main building. The Developer reserves and shall have the right to grant variances to the foregoing setback requirements with permission from the Shelby County Planning and Zoning. No structure (other than residential dwelling and any attached garage or guest house) may be constructed closer to the ingress and egress road than the back of the residential dwelling. Any building of any nature, including gazebos, decks and outbuildings built on any Lot must conform to a residential nature and must be approved by the Developer.

1.05 No Lot shall be used except for single-family residential purposes. No dwellings shall be erected on any Lot containing less than 2,000 square feet of living area. All dwellings will have wooden, vinyl or painted aluminum clad windows. The Developer reserves and shall have the right to grant reasonable variances.

Article II General Requirements

2.01 It shall be the responsibility of each Lot owner (which together with their respective heirs, executors, personal representatives, successors and assignees, is herein after individually referred to as an "Owner" and collectively as "Owners") to prevent any unclean unsightly or unkept conditions of any dwelling, buildings or grounds on such Owner's Lot which may tend to decrease the beauty of a specific area or of the neighborhood as a whole. The Developer must approve any and all dwellings, buildings, structures and other improvements of any nature to any Lot.

2.02 No refuse pile or unsightly object will be allowed to be placed, or allowed to remain upon, any part of any Lot or the Property, including vacant lots or Common Area. Owner shall maintain all lawns and shrubbery. Developer, for itself and the Association, reserves the right (after ten (10) days prior written notice to an Owner) to enter any Lot during normal working hours for the purpose of removing trash or refuse therefrom which, in the sole opinion of either Developer or the Association, detracts from the overall beauty and safety of the Property, and may charge the Owner of such Lot a reasonable cost for such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided.

2.03 Horses or poultry can be kept on Lot, except that dogs and/or cats (not to exceed two (2) in number) and other indoor household pets may be kept on each Lot provided they are not kept, bred or maintained for any commercial purpose, subject to appropriate zoning ordinances with Shelby County.

2.04 No noxious or offensive trade or activity shall be carried on upon and Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to the Owners or which would be in violation of any applicable governmental law, ordinance or regulation.

2.05 No oil drilling, oil development operation, 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 oil or natural gas shall be erected, maintained or permitted upon any Lot.

2.06 No trash, garbage or other refuse shall be dumped, stored or accumulated on any Lot or Common Area. No trash, garbage or other waste shall be kept on any Lot except in sanitary containers or garbage compactor units. Garbage containers, if any, shall be kept in a clean and sanitary condition. No outside burning of wood,

leaves, trash, garbage or household refuse shall be permitted, except during the construction of a dwelling on such Lot, or without approval of or by the Fire Department having Jurisdiction over the Property.

2.07 Except as authorized in Section 1.03 above, no structure of a temporary character, trailer, basement tent or shack shall be used at any time as a residence, whether temporarily or permanently, nor shall be allowed to remain on any Lot without the Developer's approval. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling is completed upon final inspection by the appropriate governmental authorities, and when a certificate of occupancy has been issued by such governmental authorities.

2.08 No sign of any kind shall be displayed to the public view on any Lot except as may be approved by the Developer. All signs shall comply with the design specifications of the Developer. No signs shall be nailed to trees, unless approved by the Developer.

2.09 When the construction of any dwelling is once begun, work thereon must be prosecuted diligently and continuously and the dwelling on such Lot must be completed within nine (9) months.

2.10 Garage doors shall be on the side or rear of dwellings unless otherwise approved by the Developer. Garage doors shall be kept closed when not in use. Carriage style door can be used at front elevation.

2.11 Outside air conditioning units may not be located in the front yard or within any side yard adjacent to any street or corner lots. Utility meters shall not be located on the front of a dwelling (unless required by any applicable governmental authority) and shall not be visible from any street or road. All outside air conditioning units and utility meters shall be screened by appropriate landscaping so as not to be visible from any public street.

2.12 Wood frame, vinyl or painted aluminum windows will be used exclusively on the sides, fronts, and rears of all dwellings constructed.

2.13 No concrete block work, including foundations (with initial construction exception stated below), concrete block steps, walkways, walls or any other concrete block work, whether painted, or otherwise, shall show above ground or from the exterior of any dwelling, with exception of concrete exposed on foundations due to slab on grade construction.

2.14 The Developer shall have the right, in its sole and absolute discretion; to establish what types of exterior building materials may be utilized on any dwelling or other structures or improvements to a Lot.

2.15 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 authority.

2.16 No automobiles or other vehicles will be stored on any Lot or Common Area or kept on blocks unless in the basement or garage of a dwelling. Boats, utility trailers, recreational vehicles and travel trailers must either be parked or stored in the basement or garage of a dwelling or within a completely enclosed structure on a Lot, which structure must be approved by the Developer. No tractor trailer trucks, panel vans or other commercial trucks in excess of one (1) ton classification shall be parked or stored on any Lot of Common Area, except during initial construction of a dwelling on a Lot.

2.17 No satellite in excess of 18" in diameter, microwave dishes or television or radio antennas shall be placed on any Lot unless first approved in writing by the Developer, but in no event shall satellite, microwave dishes or television or radio antennas be visible from any street.

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

2.19 The main roof pitch on any dwelling shall not be less than 8 & 12, or 3 and 12 on any shed roofs, dormers, or small roofs on second floors, unless first approved in writing by the Developer. 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 dwelling and not visible from the front. No solar or other energy collection devise or equipment shall be maintained on any Lot or dwelling if the same would be visible from the street. No projections of any type shall be allowed above the roof of any dwelling except for approved chimneys and vent stacks.

2.20 All porches on the front and sides of any dwelling shall be supported by the foundation of the dwelling, unless otherwise approved by the Developer.

2.21 No cantilevered chimney chases shall be allowed on the front or side of any dwelling. All chimney chases shall be supported by the foundation of the dwelling.

2.22 All driveways must be concrete or asphalt finish.

2.23 No Lot shall be cultivated for crops of any sort, except gardens of reasonable size, which are to be located at the rear of the dwelling and not visible from any public street.

2.24 No fence, wall hedge or shrub planting which obstructs sight lines from any roadways within the Property shall be placed or permitted to remain on any Lot.

2.25 All Lots shall be landscaped in accordance with standards established by the Developer. All landscaped areas, on any Lot, shall be maintained in good condition by the Owner thereof.

2.25 During all construction, all vehicles, including those delivering supplies, must enter each Lot on the driveway only as approved by the Developer so as not to unnecessarily damage trees, street paving and curbs. Any damage not repaired by the Owner or his Contractor will be repaired by Developer of the Developer (after ten (10) days written notice) and will be charged to the Owner of such Lot enforceable by appropriate proceedings at law or equity or as hereinafter provided. During construction, all Owners must keep the homes, garages and building sites clean and attractive. No construction debris will be dumped in any area of the Property.

2.26 Except with the prior written consent of Developer, no Lot shall be sold, or used for the purpose of extending any public or private road, street or alley or to provide a means of access to any other real property situated adjacent to or close proximity with the Property.

2.27 Woodpiles shall be located at the rear of a dwelling and adjacent Lots. Children's toys, jungle gyms, trampolines and other outdoor recreational equipment and appurtenances shall be allowed only at the rear or behind a dwelling. Freestanding playhouses and tree houses must be approved by the Developer; no above ground swimming pools shall be allowed on any Lot. No statues, water fountains, birdbaths, flagpoles or furniture shall be placed or maintained on the front or side yard of any Lot. All outdoor furniture for any dwelling shall be kept and maintained only at the rear or behind the dwelling. Outside clothes lines and other facilities for drying or airing of clothes are prohibited. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall. Barbecue grills and other outdoor cooking equipment and apparatus shall be located only at the rear of a dwelling and should not be visible from the public street. No rocks, rock walls, fencing or other substance shall be placed on any Lot as a front or side yard border or to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same. Seasonal or holiday decorations (e.g. Christmas trees and light, pumpkins, Thanksgiving decorations) shall be promptly removed from any Lot or dwelling within thirty (30) days following such holiday.

2.28 Fences or any other permanent structures are not to be constructed within any drainage easements.

Article III

Architectural Review Developer

3.01 The Developer will consist of no more than two (2) persons each of whom will be designated and may be removed at any time by the Developer, until such time as Developer relinquishes in writing the authority to appoint members to the Developer to the Association. At such time as Developer no longer owns any Lot within the Property or upon the Developer's written notice to the Association that it no longer desires to exercise the right to appoint and remove members of the Developer, then the Board of Directors of the Association shall have the right to appoint and terminate with or without cause, all members of the Developer.

3.02 All plans and specifications, including plot plans, grading and drainage plans for any improvements to a lot, exterior materials, texture and color selections for any dwellings and the plans for all mailboxes and entrance columns serving any Lot within the Property shall be first filed with and approved by the Developer before and construction is commenced on such Lot. The Developer shall have the authority to require modifications and changes in plans and specifications if it deemed the same necessary.

3.03 The authority to review and approve plans and specifications as provided herein is a right and not an obligation. Owners (and their respective contractors) shall have sole obligation to oversee and construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the Developer. No dwellings, buildings, structures or other improvements of any nature shall be constructed, erected, placed or maintained on any Lot until such time as the Developer has approved in writing the plans therefore. The Developer shall have the right to establish and amend from time to time written rules, regulations and standards governing policies, guidelines and minimum requirements relating to the construction and alteration of any dwellings or other improvements on any Lot, as well as the content and types of information required to be submitted to the Developer for its approval, each of which shall be in addition to the provisions and requirements set forth herein.

3.04 Any Exterior remodeling, reconstruction, alterations or additions to an existing dwelling or any activity, which would change or alter the exterior appearance of a dwelling must be approved by the Developer, included but not limited to paint colors. Interior remodeling, reconstruction or alterations not affecting the exterior appearance of a dwelling shall not require the written approval of the Developer, but shall comply with all restrictions and covenants set forth herein.

3.05 Neither the Developer, any architect or 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 forgoing provisions, nor for any structural or other defects in any work done according to such plans and specifications. EACH OWNER, BY ACCEPTANCE OF A DEED TO ANY LOT, DOES HEREBY WAIVE AND RELEASE THE DEVELOPER AND DEVELOPER AND ANY SUCCESSORS AND ASSIGNS, FROM ANY LIABILITY OF ANY NATURE WHATSOEVER ARISING FROM DAMAGE, LOSS OR EXPENSES SUFFERED, CLAIMS, PAID OR INCURRED BY ANY OWNER ON ACCOUNT OF ANY DEFECTS IN ANY PLANS AND SPECIFICATIONS SUBMITTED TO OR APPROVED BY THE DEVELOPER, ANY DEFECTS RESULTING IN ANY WORK DONE IN ACCORDANCE WITH SUCH PLANS OR OTHER DATA SUBMITTED PURSUANT TO THE REQUIREMENTS OF THIS ARTICLE III, AND ANY INJURY TO PROPERTY OR PERSON, INCLUDING DEATH, ARISING FROM ANY DEFECT IN ANY IMPROVEMENTS CONSTRUCTED ON SUCH OWNER'S LOT.

3.06 The Developer shall, in its sole discretion, determine whether the plans and specifications and other data submitted by any Owner for approval are acceptable. Any approval granted by the Developer shall be effective only if such approval is in writing. The Developer shall have the right to disapprove any plans and specifications upon any ground which is consistent with these covenants, including purely aesthetic considerations, failure to comply with any of the provisions of the Protective Covenants, failure to provide requested information, objection to exterior design, appearances or material, objection on the ground of incompatibility with the overall scheme of development for the Property, objection to the location of any proposed improvements on any Lot, objection to color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any dwellings or other improvements on any Lot or any other matter which in the sole and absolute judgment of the Developer, would render the proposed dwelling or other improvements inharmonious with the general plan of development for the Property. The approval of plans, specifications and other data for any one specific dwelling shall not be deemed an approval or otherwise obligate the Developer to approval similar plans, specifications or data for any other dwelling to be constructed on any Lot within the Property.

3.07 The Developer shall have the right to establish, amend, change and modify from time to time reasonable charges and fees for the review of any plans and specifications submitted pursuant to the provisions hereof. Furthermore, the Developer shall, upon request and at reasonable charges, furnish to any Owner a written certificate setting forth whether all necessary Developer approvals have been obtained in connection of any dwelling or other improvements on any Lot.

3.08 The Developer, in its sole and absolute discretion, shall have the exclusive right to grant variances with respect to any of the matters set forth in these Protective Covenants. Any variance approved by the Developer shall be in writing and shall be executed by either the Chairman or the Vice-Chairman of the Developer.

3.09 Each and every covenant and restriction contained herein shall be considered to be an independent and separate covenant and agreement, and, in the event any

one or more of said covenants or restrictions shall, for any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless remain in full force and effect.

Article IV

Easement

4.01 Developer does hereby establish and reserve for itself, the Association, the Developer and their respective successors and assigns, a permanent and perpetual non-exclusive easement over, across, through and upon each Lot for the purpose of inspecting each Lot and any dwelling constructed thereon in order to determine the compliance with the provisions of these Protective Covenants and to otherwise perform any of their duties or undertake any of the action authorized or permitted to be taken by any of them pursuant to these Protective Covenants.

4.02 Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual nonexclusive easement over, across, through, upon and under those portions of any Lot upon which Developer has reserved an easement, as reflected on the recorded Subdivision Plat for such Lot, which easements may be used for the purpose of installing, erecting, maintaining and using above and below ground utility and cable television lines, poles, wires, cables, conduits, storm sewer, sanitary sewers, conveniences, appurtenances and other utilities.

4.03 Developer does hereby establish and reserve for itself, its successors and assigns, a permanent and perpetual nonexclusive easement over, across, through, upon and under all lots for the purpose of erecting, maintaining and using thereon, above and below ground utility and cable television lines, pipes, poles, wires, cables, conduits, storm sewers, conveniences and other utilities.

4.04 Subject to any applicable rules and regulations adopted from time to time by the Association and the payment of any fees and charges which may from time to time be established by the Association, Developer does hereby grant to the Association and each Owner the non-exclusive right, privilege and easement of access to and the use of the Common Area in common with Developer, its successors and assignees.

Article V

Miscellaneous

5.01 Developer reserves the right, in its sole and absolute discretion, at any time and from time to time, to add and submit any additional property (the "Additional Property") situated adjacent to or in close proximity within the Property to the terms and provisions of these Protective Covenants. Additional Property may be submitted to the provisions of these Protective Covenants by an instrument executed solely by Developer and filed for record in the Probate Office of Shelby County, Alabama, which instrument shall be deemed an amendment to these Protective Covenants which need not be consented to or approved by any Owner of his mortgagee and which may contain different terms, conditions, restrictions and provisions from those set forth herein. From and after the date on which an amendment to these Protective Covenants is recorded in the Probate Office of Shelby County, Alabama submitting any Additional Property to the terms and provisions hereof, (a) all references herein to Owner shall include Owners of all Lots within the Property and the Owners of all Lots within such Additional Property; (b) All references herein to the Property shall include the Additional Property.

5.02 The terms and provisions of these Protective Covenants shall be binding upon each Owner and their respective heirs, executors, administrators, personal representatives, successors and assignees of each Owner and shall inure to the benefit of Developer, the Developer, the Association and all of the Owners of any Lots within the Property. These Protective Covenants shall be deemed covenants running with the land and any Lot shall be held, owned, sold, transferred, conveyed, hypothecated, encumbered, leased, occupied, built upon and otherwise used, improved and maintained subject to all of the terms and provisions of the Protective Covenants.

5.03 It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of fifty (50) years from the date hereof, at which time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless, by a vote of at least fifty-one percent (51%) of all votes in The Association, it is agreed to change the same in whole or part.

5.04 These covenants and restrictions may be amended or altered (a) solely by Developer during such periods time as the Developer owns any Lots within the Property, so long as such amendment does not materially and adversely affect or alter any Owner's right to use his/her Lot or (b) by the (I) vote of fifty-one percent (51%) of all votes in the Association and (II) written agreement of the Developer.

5.05 All personal pronouns used herein, whether used in masculine, feminine or neutral gender, shall include the plural and vice versa.

5.06 Each Owner hereby waives any right to seek or obtain judicial partition of any portion of the Property.


5.07 Notwithstanding anything provided herein to the contrary, no sale, transfer, conveyance, lease, pledge, encumbrance or other hypothecation of any Lot by Developer to any third party shall constitute or be deemed a transfer of any of the rights reserved herein to the Developer unless express reference is made in such instrument of conveyance to the specific rights created in these Protective Covenants which Developer is transferring to such third party.

5.08 Whenever in these Protective Covenants, Developer, the Association or the Developer has the right to approve, consent to or require any action to be taken, such approval, consent or required action shall, except as otherwise specifically provided herein to the contrary, be given or withheld in the sole and absolute discretion of Developer, the Association or the Developer, as the case may be.

IN WITNESS WHEREOF, this instrument has been executed on the 19th day of August, 2019.

AUTHENTIC BUILDING COMPANY LLC

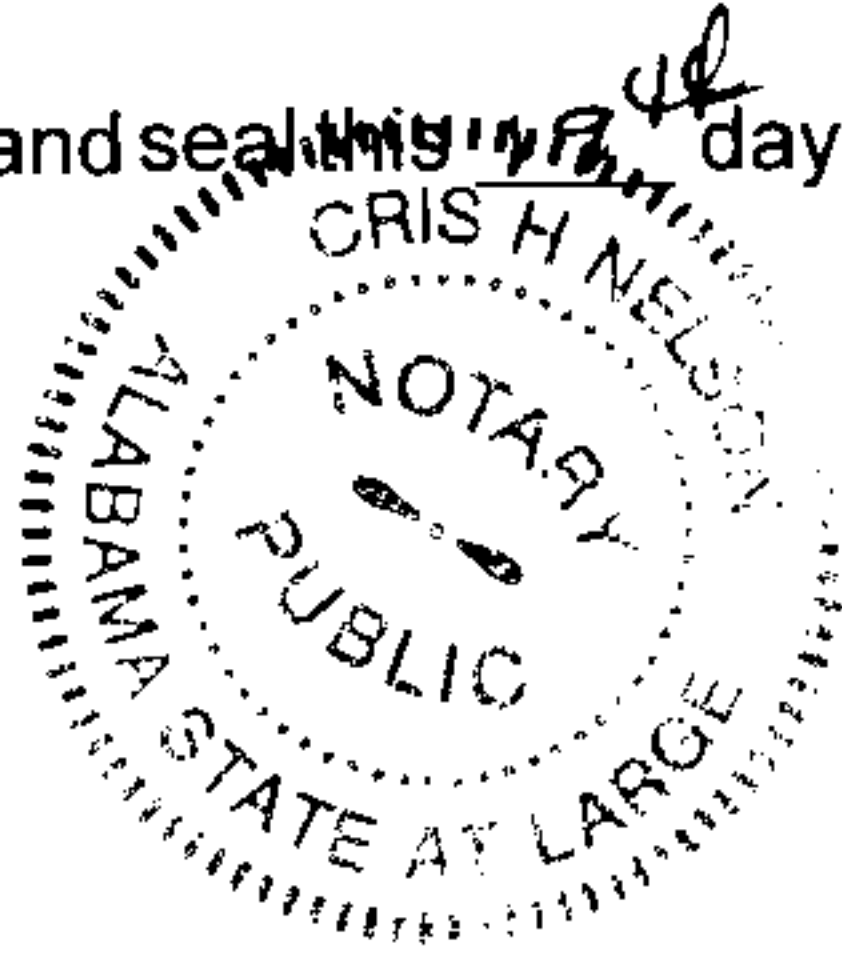
BY: 
Brett Winford
Its: Managing Member


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STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Brett Winford**, whose name as **Managing Member** of **AUTHENTIC BUILDING COMPANY LLC**, is signed to forgoing conveyance and is known to me, acknowledged before me on this day that being informed of the contents of the conveyance, he, as such officer and full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and seal this 17th day of August, 2019



Cris Nelson
Notary Public
My Commission Expires 6/20/21

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