

BROKEN BOW HOMEOWNERS' ASSOCIATION, INC.
COVENANTS AND RESTRICTIONS

These Covenants and Restrictions pertain to matters deemed consequential to the preservation and promotion of property values and the enjoyable living experience of homeowners and residents of the Broken Bow Subdivision, Shelby County, Alabama.

1. Items out of compliance with these Covenants and Restrictions on or before December 31, 2020 shall be exempt from compliance except for Items 3F, 5A-E, 6A-D, and 7B which shall be brought into compliance no later than April 30, 2021.

2. Matters pertaining to Structure and Use of Main Dwelling:

A. No permanent building other than one detached single-family dwelling with a private garage shall be erected, placed, altered, or permitted to remain on any lot in said subdivision.

B. No dwelling shall be erected of less than fourteen hundred and fifty (1450) square feet of ground floor area for one-story buildings, exclusive of porches and garages, ground floor for one and one-half (above grade) or two-story buildings with a minimum of five hundred (500) square feet on the upper floor.

C. The Subdivision is a residential community. Home-based business or trade shall be permitted except that related activities shall not directly or indirectly increase vehicle traffic or in any way impact property values and the enjoyable living experience within the subdivision. Items shall not be manufactured, stored, or sold from or in the building or lot in a manner that is visible from the common area. Permanent business signage shall not be attached to the dwelling, posted on the property, or visible from the street within the Subdivision.

3. Matters pertaining to Appearance of Main Dwellings, Outbuildings, Garages, Decks, Fences, and Other Structures:

A. All residences built in this subdivision must be constructed of at least 25% brick veneer. No concrete block foundations will be exposed on the front, the sides, or the rear of the residences constructed in this subdivision.

B. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building from the lot line, or nearer than twenty-five (25) feet to any side street line, or nearer than thirty (30) feet from the rear property line, and these dimensions shall include any overhang, porch, or deck. Each building must have a minimum of fifteen (15) feet side yards to any interior lot lines.

C. No uncoated aluminum windows or aluminum sliding glass doors may be used in the construction or replacement of any residences in the subdivision.



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D. Exterior brick, siding, and trim color of buildings (main dwelling, garages, outbuildings, etc.) shall be in conformity and harmony of the surrounding buildings. All such siding shall be regularly maintained and cleaned.

E. All roofs in the subdivision must be of earth tone colors.

F. Placement of fences, walls, and bordering live hedges, etc. shall be restricted to the sides and rear of the dwelling. All such bordering devices shall be kept structurally sound, upright, treated, and maintained to enhance the backyard view of nearby homeowners.

4. Matters pertaining to Lot Division: No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceeding, except with the written consent of Broken Bow Homeowners' Association, Inc., its successors or assigns.

5. Matters pertaining to General Appearance of Lots:

A. Lots shall be regularly mowed and cleared of fallen leaves, branches, and other debris, at a minimum of every three weeks.

B. Visually depreciative items such as fallen trees, piles of debris, etc. shall be removed from the lot in a timely manner extending no more than 60 days.

C. It is preferred that equipment be stored in the main dwelling, garage, or outbuilding. Equipment that must be stored outside these areas shall be neatly situated in the side or back of the lot closest to the main dwelling, garage, or outbuilding and covered with an earth tone tarp or similar covering. Setbacks mentioned in Item 3B apply to equipment storage.

D. No clotheslines for the purpose of hanging clothes/wash/laundry shall be installed, nor shall there be the hanging of clothes/wash/laundry on any lot where the hanging of said clothes/wash/laundry is visible from the street within the subdivision.

E. Holiday decor displayed outside of the main dwelling shall be removed in a timely manner extending no more than 60 days past the event the decor had been intended to commemorate.

6. Matters pertaining to Vehicles:

A. It is preferred that vehicles in regular use, such as automobiles and motorcycles, be garaged or parked on lot driveways.

B. Vehicles, such as boats, campers, trailers, etc., belonging to the Subdivision residents, shall be garaged or parked on lot driveways.

C. No vehicle of any kind is permitted to be parked or stored on any grassy or unpaved area of the lot.



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D. All such vehicles that are inoperable and/or no longer used shall be either garaged or removed from the Subdivision in a timely manner extending no more than 90 days of becoming inoperable or otherwise out of use.

7. Matters pertaining to Livestock and Domestic Animals:

A. No outdoor fowl or livestock may be kept on the premises.

B. No animal shall be allowed to annoy residents unreasonably, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoyment of others. Pet owners shall be deemed in violation if their pets:

1.) Consistently or constantly make excessive noise by barking, growling, or otherwise;

2.) Leave owners' premises unleashed and unattended;

3.) Cause damage to or destruction of another's property;

4.) Leave excrement on another's lot;

5.) Cause unsanitary, dangerous, or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement; or

6.) Create a pest, parasite, or scavenger control problem which is not effectively treated.

8. Matters pertaining to Complaint, Resolution, and Enforcement:

A. It is encouraged that neighbor-to-neighbor complaints involving matters included and not included in these covenants and restrictions be reasonably and appropriately discussed and agreed upon between the neighbors involved. In circumstances where this approach is not preferable, the aggrieved neighbor(s) may express the concern(s) to the Homeowners' Association Board of Officers, its successors, or assigns. All such concerns should be submitted in writing.

B. The Homeowners' Association Board of Officers, its successors, or assigns will consider reasonable appeals and requests for extensions of time while homeowners and residents make efforts to bring their properties into compliance with these covenants and restrictions. All such appeals and requests should be submitted in writing.

C. Enforcement shall be by proceeding at law or equity against any persons violating or attempting to violate any covenants either to restrain violation or recover damages.

9. It is understood and agreed that the foregoing conditions, limitations, and restrictions shall attach to and run with the land while Broken Bow Homeowners' Association, Inc., exists and is active unless by a vote of the majority of the then homeowners and active Association members it is agreed to change said restrictions and limitations in whole or in part and that it shall be

lawful for the said Broken Bow Homeowners' Association, Inc., its successors or assigns, to institute and prosecute any proceedings at law or in equity against the person, persons, corporations or corporation, violating or threatening to violate the said conditions, limitations and restrictions; and failure to institute proceedings for any one 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 restrictions.

10. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any one of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have caused these Covenants and Restrictions to be duly executed as of the date first below written.

John Tice, Lead Board Member

Signature John Tice Date 12/7/20

April Jeff, Associate Board Member

Signature April Jeff Date 12/8/20

Theresa McMichen, Associate Board Member

Signature Theresa McMichen Date 12/8/20



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State of Alabama
County of Shelby

On this 7th day of December, 2020, before me, the undersigned notary public, personally appeared John Tice, April Jeff, and Theresa McMichen, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal:

Beverly Sue Goodwin

Notary Public

