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JG SUBDIVISION

GENERAL COVENANTS, RESTRICTIONS, AND EASEMENTS

JG SUBDIVISION

Lot 1, 360 Highway 83, Harpersville, Alabama 35078

Lot 2, 374 Highway 83, Harpersville, Alabama 35078

Lot 3, 368 Highway 83, Harpersville, Alabama 35078

Lot 4, 402 Highway 83, Harpersville, Alabama 35078

Recorded in Map Book

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in the Probate Office of Shelby County, Alabama

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, JG Property Management and Land Development, LLC, an Alabama Limited Liability Company, is the Owner and Developer, (hereinafter referred to as the "Developer"), of all lots in the JG Subdivision, a plat of which is recorded in the Probate Office of Shelby County, Alabama, said plat being made a part hereof by reference thereto, and

WHEREAS, the Developer is desirous of establishing certain general covenants, restrictions, and easements applicable to all lots by it in the survey of said subdivision.

NOW THEREFORE, the Developer does hereby adopt, proclaim and publish general covenants, restrictions, and easements which shall be applicable to all lots in the said Survey or and which shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners in said subdivision, and Developer hereby declares that all of the said lots in subdivision shall be owned, sold, transferred, conveyed and occupied to all of the General Covenants, Restrictions, and Easements herein set forth, said General Covenants, Restrictions, and Easements being designed for the purpose of keeping the subdivision desirable, uniform, and suitable in architectural design and use, and which are set forth as follows:

- 1. RESIDENTIAL USE.** The said property shall be used for single family residence purposes only and not for any purpose of business or trade.



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2. **FLOOR AREAS.** No single family residence shall be constructed without the approval of the Developer. All plans shall conform to the minimum heated living space as determined and/or required by the Developer.
3. **SETBACKS.** All single family residences or other authorized structures shall comply with the following setback requirements: Minimum front line setbacks as shown on the recorded map, or designated by the Developer, unless a variance to setback is granted by Shelby County, and/or the Developer. Other setbacks will be as designated by record map or Developer. The Developer may not grant a variance in violation of the County's minimum, without permission from the County.
4. **TEMPORARY STRUCTURES.** No temporary structure of any kind shall be used, or placed upon the lot, including, but not limited to trailers, campers, shacks, tents, outbuildings, or auxiliary structures without permission of the Developer.
5. **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. Furthermore, all electrical power transmission lines on any lot shall be required to be installed underground 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.
6. **DRAINAGE.** The lot owner shall be responsible for the drainage of all surface waters on the lot so as not to increase the natural drainage across neighboring lots. The lot owner shall also be responsible for drainage and silt control during the construction and landscaping of his/her residence. Any lot that violates ADEM requirements for storm water runoff will be required to remedy the problem immediately. If the Developer brings lot into compliance, the lot owner shall immediately reimburse Developer for any and all costs incurred. If ADEM fines are imposed because of said violations, lot owner will pay all fines, attorney fees, and interest fees incurred.
7. **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 residence promptly as conditions may require. All trash, rubbish, garbage, grass, leaves, tree limbs, weeds, vines, and other waste materials shall be removed for proper disposal from a lot as soon as is practical, and prior to removal the same shall be stored on the lot out of sight and in a neat and orderly manner so as not to interfere with the aesthetics, health or welfare of other homeowners. No such material shall be placed or stored on any street or public right of way. No open burning shall be permitted on any lot or any other



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part of the development, except that outdoor fireplaces, grills and chimneys may be used provided they are so constructed and equipped with fire screens as to prevent the discharge of any ashes, embers, or other particulate matter, and in compliance with local, state, and federal laws.

8. **SIGHT EASEMENTS.** No fence, wall, tree, shrub, or bush shall be erected or planted in such a way as to prevent any pedestrian or operator of a motor vehicle from having clear, open and safe scope of vision at any intersection, corner, or other adjoining of streets, or as to obstruct passage on public right of way. Height of shrubbery near intersections not to exceed 30 inches.

9. **PETS.** No animals, birds, or reptiles shall be kept or be possessed in the development by any person owning a lot, except for commonly accepted household pets. Any such pet shall be kept by any homeowner within the limitations of the lot and residence thereon, and no pet shall be permitted to leave said lot or residence without being controlled at all times by the owner. No kennels will be allowed. Chickens are allowed but need to be maintained in owner of said animals property.

10. **SIGNS.** No signs, billboards, posters or other advertising matter or displays of any kind shall be permitted anywhere in the development except as provided herein. The Developer may in his/her discretion adopt and promulgate rules and regulations relating to signs which may be employed. The Developer and builders shall be permitted to install their signage.

11. **UTILITY EASEMENTS.** Developer, or any other 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. This easement may be modified and/or enlarged by the Developer if it is deemed necessary by the Developer, at his/her sole discretion. Additional easements may be granted on any lot by Developer as required for future drainage or utility purposes, or any other purpose that it deems necessary.

12. **NUISANCES.** 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 or surrounding property.



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13. DRIVEWAYS. A shared driveway will be used by the owners of Lot 1 and Lot 2. In addition, a shared driveway will be used by the owners of Lot 3 and Lot 4.

14. ZONING AND SPECIFIC RESTRICTIONS. The general covenants, restrictions, and easements herein 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. In the event of conflict, the most restrictive provisions of such laws, rules, regulations, deeds or the general covenants, restrictions, and easements shall be taken to govern and control.

15. 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, whether from Developer or a subsequent owner of such lot, shall accept such deed or other contract upon and subject to each and all of these general covenants, restrictions, and easements herein contained.

16. INDEMNITY FOR DAMAGES. Each and every lot owner and future lot owner, in accepting a deed or contract for any lot subject to these general covenants, restrictions, and easements, agrees to indemnify and defend Developer against and hold Developer harmless from any damage caused by each lot owner, or the contractor, agent or employees of such lot owner, to the roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water damage or storm sewer lines or sanitary sewer lines.

17. ENFORCEMENT. In the event of a violation or breach of any of these general covenants, restrictions, and easements or any amendments thereto by a lot owner, or family or agent of such lot owner, the owners lots, Developer, its successors and assigns, or any party to whose benefit these general covenants, restrictions, and easements inure shall have the right to proceed at law or in equity to compel the compliance with the terms and conditions hereof, to prevent the violation or breach of said general covenants, restrictions, and easements, to sue for and recover damages, or take all such courses of actions at the same time, or such other legal remedy it may deem appropriate. No delay or failure on the part of the aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any



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provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief at law or in equity.

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.

18. INTERPRETATION BY DEVELOPER. Developer shall have the right to construe and interpret the provisions hereof, and in absence of an 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.

19. RULES AND REGULATIONS. All homeowners shall at all times comply with all rules and regulations, orders, laws, ordinances, statutes, and decrees of any governmental or political entity or persons, and any rules and regulations adopted by Developer or its successors, assigns, or designees.

20. RIGHTS OF DEVELOPER TO MODIFY COVENANTS, RESTRICTIONS, AND EASEMENTS. The undersigned Developer, 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.

21. TITLE. It is understood and agreed that said general covenants, restrictions, and easements shall attach to and run with the land for a period of twenty (20) years from the date of recording of this document, and at which time the said general covenants, restrictions, and easements shall be automatically extended for successive periods of ten (10) years, unless by a vote of the then majority of the owners of the lots of the subdivision, it is agreed in writing to change said general covenants, restrictions, and easements in whole or in part.

Invalidation of any one of these general covenants, restrictions, and easements by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, Jonathan Gill, JG Property Management and Land Development, LLC, has hereunto set his hand and seal on this 24th day of June, 2022.



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Jonathan Gill

JG Property Management and Land Development, LLC

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jonathan Gill, JG Property Management and Land Development, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me that being informed of the contents of the instrument he executed the same voluntarily for and as the act of said corporation, on the day the same bears date.

Given under my hand official seal, this the 24th day of June, 2022.

Notary Public

My Commission Expires: 8-26-2025

