

STATE OF ALABAMA )  
COUNTY OF SHELBY )

12/10/1998-49152  
09:01 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 CDM 22.00

**DECLARATION OF PROTECTIVE COVENANTS**

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned, **FOREST PARKS, LLC**, an Alabama limited liability company ("Declarant"), is the owner of Forest Parks, 9<sup>th</sup> Sector, as recorded in Map Book 24, at Page 138 A+B, and Instrument No. 1998-49151, 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.

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 run with the land:

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) one detached single-family dwelling which does not exceed 2-1/2 stories and is not more than a maximum of thirty-five (35) feet in height; (2) one garage that will accommodate a maximum of four vehicles and serve the residence located on the same Lot; and (3) other outbuildings incidental and necessary for the use of the residence constructed on the Lot.
4. **Minimum Finished and Heating Living Area.** Each 1-story residential building shall contain a minimum of 1,500 square feet of finished and heated living area. Each 1-1/2 story residential building shall contain a minimum of 1,700 square feet of finished and heated and living area. Each 2-story residential building shall contain a minimum of 1,700 square feet of finished and heated living area. Each split-foyer house shall contain a minimum of 1,500 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

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residence, either temporary or permanently. No dwelling may be occupied until a certificate of occupancy has been issued by Shelby County.

7. **Obstruction of View at Intersections.** No tree, fence, wall, hedge, shrub, or planting which obstructs lines of view at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner Lot. Trees shall be permitted to remain provided the foliage line is kept trimmed so as to prevent obstruction of such lines of sight.
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. **No Garage Doors on Fronts of Houses.** Doors to garages must be located only at the rear or at the sides of the houses.
11. **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 houses.
12. **Fencing.** No uncoated, galvanized, bright or reflective chain link fences visible from the front or side street will be permitted. All fences visible from the front or side street must have a wood barrier of bleached or a natural earth tone color. All fences must be approved by the Architectural Control Committee before commencing of construction.
13. **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.
14. **Antennas.** No radio towers will be permitted. No satellite dish antennas larger than eighteen (18) inches in diameter will be permitted.
15. **Setbacks.** No building shall be located nearer than 35 feet to the front line of any Lot; nearer than 35 feet to a side street; or nearer than ten (10) feet to an interior lot line. No building shall be located on any interior Lot nearer than 35 feet to the rear lot line. For the purpose of this Paragraph 15, eaves, steps, and open decks or terraces shall not be construed as part of the building.
16. **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.

17. **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.
18. **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 in a location where it can be seen from a front or side street.
19. **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.
20. **Burning Trash and Leaves Not Allowed.** No burning of wood, leaves, trash, garbage or household refuse shall be permitted, except during the construction period.
21. **Protection of Streets and Curbs.** All vehicles, including those delivering supplies, must enter the building Lot on the driveway only, in order to prevent unnecessary damage to trees, street 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.
22. **Lot Owners Responsible for Builders' Acts.** During the construction of houses on the Lots, Lot owners are responsible to keep the homes, garages and building sites clean. All building debris, stumps, trees and the like must be removed to keep the houses and Lots attractive. Owners of the Lots will be financially responsible to clean and restore any areas on which their builders dump debris, trash and the like.
23. **Exterior Construction.** All exterior materials used on houses, including retaining walls, shall be of such kind and in such combinations as are approved by the Architectural Control Committee.
24. **Diligent Completion of Construction.** It shall be a violation of these Covenants for the construction of any building, once begun, not to be completed within twelve (12) months thereafter.
25. **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 in connection with Paragraphs 7,9,10, and 15.

(b) **Composition.** The Architectural Control Committee (the "ACC") shall be composed initially of John B. Davis, Jr., H.M. Davis, Jr. and John B. Davis. Should any member of the ACC decline or be 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. 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 House 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. No work may be begun until the ACC has issued its Letter of Approval and a copy has been signed by the Lot owner, or the builder, evidencing receipt. Submission shall mean delivered to the offices of Davis & Major, Inc., 1031 21<sup>st</sup> South, Birmingham, Alabama. Required to be submitted are (1) full set of drawings for each structure, (2) a complete summary of the specifications and (3) a list of proposed materials and exterior color selections (together, the "Plans"). Samples of exterior material which cannot adequately be described on the Plans, or materials with which the ACC is unfamiliar, must be submitted with the Plans. An incomplete or partial package will not constitute submission of Plans.

(d) **Plans Deemed Approved if ACC Has Not Acted in Ten Days.** The ACC shall approve or disapprove the Plans in writing within ten (10) days following submission of the Plans as defined herein. If the ACC has failed to post notice by U.S. Mail of its approval or disapproval within ten (10) business days after receipt of Plans, the Plans shall be deemed to have been approved by the ACC.

(e) **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.

26. **Compliance Agreement and Indemnity Damages.** All Lot owners must comply with Alabama Department of Environmental Management (ADEM) rules, regulations and permits prior to, during and after construction. 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, as well as responsibility to perform all requirements for silt fencing or protection of adjoining property and property lying below the Lot. Each Lot owner agrees to indemnify Declarant (and Declarant's engineers, agents and representatives) from any and all liability, damages, fines, or loss resulting from the failure of the Lot owner, or the Lot owner's representative, strictly to adhere to or comply with ADEM's rules, regulations and permits. Lot owners further agree to indemnify and hold the Declarant ( and the Declarant's engineers, agents and representatives) harmless for any damage caused by Lot owner to roads, streets, gutters, walkways or other aspects of public ways, including all surfacing, or to water, drainage or storm sewer lines or sanitary sewer lines.

27. **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 or 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.
28. **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 attempt to violate any of 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.
29. **Temporary Sales and Construction Facilities Permitted.** Until houses have been constructed on all of the Lots, Declarant and purchasers of Lots shall be permitted to maintain construction and sales offices on one or more of the Lots.

Done this 4th day of November, 1998.

Forest Parks, LLC, an Alabama Limited liability company

By:   
John B. Davis, Jr.  
As its Manager

STATE OF ALABAMA )  
COUNTY OF SHELBY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John B. Davis, Jr., whose name as Manager of Forest Parks, LLC, an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed the contents of the instrument, he, in his capacity as such Manager and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 4th day of November 1998.

  
Notary Public

My commission expires: 1-18-2001

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