

STATE OF ALABAMA
JEFFERSON COUNTY

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ACCORDING TO THE
MAP OF SOMERSBY, SECTOR III
(STONES RIVER)

Know all men by these present, that Whereas Cahaba Park Development, Inc., own in fee simple the following described real estate situated in Jefferson County, Alabama to wit:

Somersby, Sector III, Jefferson County, Alabama
As recorded in Map 211 , Page 78 of the Judge of Probate of Jefferson County, Alabama.

WHEREAS, it will be to the mutual benefit of the present owner of said property, to all prospective owners and to the general public to subject said property to the following covenants, terms, conditions, restrictions and limitations hereinafter set forth.

The undersigned does hereby adopt the following Protective Covenants and Restrictions which shall be applicable to all lots in Somersby, Sector III (henceforth referred to as Stones River Subdivision in this document).

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. All lots in the tract shall be known and described as residential lots and shall be used for single family residential purposes exclusively.
- B. No home shall be located on any lot nearer to the front line or nearer to the side lot lines than the minimum setback shown on the recorded plat or required by applicable zoning laws.
- C. No home shall be erected containing less than nineteen hundred (1900) square feet of living (heated) area for one-story buildings, exclusive of porches, garages and basement. Any 1.5 story dwelling must contain at least thirteen hundred (1300) square feet of living area on the first floor, with no less than a total of two thousand one hundred (2100) square feet of living (heated) area in the entire dwelling. Any 2 story home must contain a minimum of thirteen hundred (1300) square feet of living (heated) area on each level.
- D. Wood or vinyl windows may be used on all dwellings.
- E. There shall be no silver finish metal doors (including sliding glass doors or metal screen doors) or silver finish metal windows of any kind on front of dwelling.
- F. Front and side yards shall be professionally landscaped with solid sod, however, some natural areas may be approved in writing, prior to installation, by the Architectural Control Committee. (Henceforth referred to as ACC in this document.)
- G. All concrete or concrete block foundations shall be bricked.
- H. Mailboxes are to be of uniform construction. No brick mailboxes shall be allowed.

I. No garage doors shall be permitted to face the street, unless necessary on some lots and must be approved by ACC.

J. No vertical siding shall be used on the construction of any dwelling. Wood or vinyl only may be used. Decorative vinyl may be used in gables, dormers and other architectural accent areas upon approval by the ACC.

K. No fencing or walls shall extend nearer to the street than the rear line of the home nor exceed six feet six inches (6'6") in height. All fencing should be treated wood, black chain link or wrought iron and shall be erected with non-corrosion nails or fasteners. **All fencing to be approved by the ACC prior to construction.**

L. Outside air conditioning units should be located at the rear of homes whenever possible. **If lot requires side yard placement, builder must landscape around unit to obscure view immediately upon completion of the home.**

M. The roof pitch on any residence shall not be less than 8& 12 on the dwelling and 3 & 12 on any exterior porches unless first approved in writing by the ACC. All roofing must be of a dimensional nature.

N. Utility service shall be underground. No utility poles or above ground wires shall be permitted, except in the construction phase, except for street lights as approved by the ACC.

O. No lot may be subdivided or reduced in size by voluntary alienation or other proceedings except with the written consent of the developer.

P. The exterior of each dwelling will be constructed of four sides of brick, stucco or stone. These materials must constitute a minimum on 70% of the exterior construction with 30% being allowed for accents consisting of decorative shingles and siding treatments as approved in writing before construction by the ACC.

Q. **During the course of construction of any house, all building debris, stumps, trees, general trash and refuse must be removed from each lot by the builder as often as necessary to keep the house and lot attractive and to comply with all regulatory agencies requirements. No debris shall be dumped in any area of the subdivision.**

R. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner a to divert the flow of water onto any adjacent lot or lots. **Maintenance of silt fencing, hay bales, graveled driveways and all current storm water management techniques shall be the responsibility of each builder.**

II. OUTSIDE STORAGE BUILDINGS ARE SUBJECT TO THE FOLLOWING RESTRICTIONS AND RULES.

A. All buildings shall meet all of the requirements of the Building Codes of the City of Clay if applicable. **Detailed plans and location map must be approved by the ACC.**

B. All utilities run to outside storage buildings shall be run underground and be subject to the building codes.

C. The floor in outside storage buildings shall be constructed of concrete.

D. All outside storage buildings shall be to the rear of the main structure on the property. They must be located inside a privacy fence not to exceed 6'6" and may not exceed the height of this fence.

III. GENERAL REQUIREMENTS

A. It shall be the responsibility of each lot owner to prevent the development of an unclean, unsightly or unkempt conditions of buildings or grounds which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.

B. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly object shall be allowed to be placed or suffered to remain upon any part of the property, including vacant parcels. The undersigned reserves the right, after 10 days notice to the owner, to enter any residential lot removing, cleaning or cutting underbrush, weeds or other unsightly growth or trash which in the opinion of the undersigned detracts from the overall beauty and safety of the subdivision and may charge the owner a reasonable cost for such a service, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or household pets, provided they are not kept, bred or maintained for any commercial purpose.

D. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

E. 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 any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted.

F. No boats, motor homes or trailers of any type will be kept or stored on any lot except as approved in writing by the ACC. Stipulations on approval include that vehicle must be stored under deck, must be obscured on three sides by professionally installed latticework and must not be visible from the street or any other lot.

G. No trash, garbage or other refuse shall be dumped, stored or accumulated on any lot except in garbage containers. Said containers shall be kept in a clean and sanitary condition and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the ACC as not to be visible from the road or within sight distance of any lot at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

H. No structure of a temporary character, trailer, basement, tent or shack shall be used at

any time as a residence, either temporarily or permanently. There shall be no occupancy of any dwelling until the interior and exterior of the dwelling is completed and a certificate of occupancy is issued by the appropriate governmental authorities where applicable.

I. No sign of any kind shall be displayed to the public view on any lot except a professional sign of not more than two (2) square feet, one sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction period. All signs shall comply with design specifications of the ACC. No sign shall be nailed to trees. This provision shall not apply to the developers or their assigns during the sales period or as contracted by city rules and regulation.

J. No shrubs or trees shall be planted so as to hinder or impede the line of sight from the street to any adjoining property.

K. No automobile will be stored on any lot or kept on blocks unless in the garage of a structure. No automobile may be parked in the street except during visitation and should not exceed 8 hours in duration.

L. Eighteen inch (18") TV antenna may be allowed if placed not to be visible from front street. No other type antenna may be used.

M. Exterior colors (including brick and roof) must be approved by the ACC.

N. Plans and locations of all swimming pools must be approved by the ACC and must meet government agency requirements. Fencing will be required by the ACC.

IV. ARCHITECTURAL CONTROL COMMITTEE

A. The ACC has the exclusive right to approve any builder in the subdivision. A full size plan and specifications including plot plans of residence to be built on any lot in the Stones River Subdivision shall be first filed with, approved by and retained by the ACC before construction is commenced. The ACC shall have the authority to require modifications and changes in plans and specifications if it deems the same necessary in its sole judgment to seek conformity of the proposed dwelling with restrictions hereof.

B. The authority to review and approve any plans and specifications as provided herein is a right and not an obligation. Contractors and owners shall have the sole obligation to oversee and to construct dwellings in accordance with the restrictions hereof and the plans and specifications approved by the ACC and any government agency.

C. Any remodeling, reconstruction, alterations or additions to an existing dwelling shall require the written approval of the ACC and shall comply with all restrictions and covenants. Homeowners will furnish plans and specifications to the ACC for review and approval.

D. Neither the ACC nor any architect nor agent thereof nor the developer shall be responsible to check any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and specifications.

E. 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 remain in full force and effect.

F. Zoning and Specific Restrictions: The restrictions 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 or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds leases or the restrictions shall be taken to govern and control.

G. Residential Review Committee: It is anticipated that a residential review committee shall be established as a successor to the ACC to properly carry out and monitor the purpose and design of these covenants. Said committee shall be composed of a group selected by a majority of owners in the subdivision to which these covenants apply, upon notification in writing to said owners by the existing ACC.

H. It is understood and agreed that the foregoing covenants and restrictions shall attach to and run with the land for a period of twenty-five (25) years from recording date, at which time these covenants and restrictions shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots, it is agreed to change same in whole or part, and that it shall be lawful for the developer and lot owners to institute and prosecute any proceedings at law or in equity against person, persons, corporations or corporations violating or threatening to violate said covenants and restrictions; and failure to institute proceedings for any one or more violations shall not constitute approval or same or be constructed as a waiver of any right of actions contained herein, for past or future violations of said covenants and restrictions.

V. HOMEOWNERS ASSOCIATION

A. Stones River homeowners shall become members of the Cross Keys Homeowners Association and shall pay all applicable dues and assessments outlined in these restrictions and covenants and all future dues and assessments as adjusted annually by the Cross Keys Homeowners Association.

B. Maximum Annual Assessment: The monthly assessment for Stones River Subdivision shall be a maximum annual assessment of \$180. This assessment may be increased annually with a majority vote of members of the Cross Keys Homeowners Association.

C. The developer will give Homeowners Association responsibility of common areas and street lighting expenses as collection of homeowners dues will permit.

D. Commencement of the Assessment: The Cross Keys Homeowners Association will assume maintenance and responsibility of the entranceways and all common areas at the discretion of the ACC.

E. Purpose of Assessment: The assessment levied by the association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the development and for the improvement and maintenance of the entranceways, landscaping

and all access easements within the development.

F. In addition to annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying in whole or in part of the cost of any construction, reconstruction, repair or replacement or a capital improvement upon the entranceway areas or any private access easement, provided that any such assessment must have the assent and approval of not less than sixty (60%) percent of the votes of members who are voting in person or proxy at a meeting duly called for this purpose.

G. The Association shall have one (1) class of voting membership. The members shall be owners and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

H. The entranceway and all areas on the recorded plat which are depicted as common areas or beautification easements shall be for the purpose of maintenance and upkeep considered common area, and shall be maintained by the Cross Keys Homeowners Association as hereinafter provided. After notification in writing by Developer all utilities servicing common areas shall be paid by Association.

ENFORCEMENT

In the event of a violation or breach of any of these Restrictions, or any amendment thereto by any property owner or family of such owner, or agent of such owner, the owner(s) of Lot(s) Cahaba Park Development, Inc. their successors and assigns or any other party to whose benefit these Restrictive Covenants insure shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent the violation or breach of said restrictions, to sue for and recover damages, reasonable attorney fees or other dues, or take all such courses of action at the same time such legal remedy it may deem appropriate. No delay or failure on the part of an aggrieved party to evoke any available remedy set forth herein shall be held to be a waiver of that party or an estoppel or that party or of continuation of said violation or the occurrence of a different violation. Cahaba Park Development, Inc. shall not be responsible in any way for any delay or failure to enforce or seek to enforce any violation or breach of any of these restrictions or amendments thereto.