

COVENANTS

RECORDED IN 3205 PAGE 421

STATE OF ALABAMA

JEFFERSON COUNTY

DECLARATION OF COVENANTS CONDITIONS: RESTRICTIONS & RIGHTS FOR SHERMAN OAKS

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, SHERMAN OAKS, INC. own in fee simple the following described real estate situated in Jefferson County, Alabama to-wit:

Sherman Oaks Subdivision, Trussville, Alabama, as recorded in the Office of the Judge of Probate of Jefferson County, Alabama.

WHEREAS, it will be the mutual benefit of the present owner of said property and 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:

NOW, THEREFORE, the owner hereby declares that all of the above described properties and any subdivisions thereof shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the land and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner hereof.

The undersigned does hereby adopt the following Restrictive Covenants, which shall be applicable to all lots in the Sherman Oaks Subdivision, recorded in Map Book 62, Page 153, in the Probate Office of Jefferson County, Alabama.

1) ARCHETECTURAL REVIEW COMMITTEE (ARC)

- A. An Architectural Review Committee (ARC), is hereby established in accordance with Procedure for Sherman Oaks Architectural Review, marked Exhibit "A," attached hereto and make a part hereof.
- B. No building shall be constructed without compliance with provisions set out in said procedure.

- C. The ARC's 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 ARC.
- D. Neither the Committee nor any architect nor 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 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 nevertheless remain in full force and effect.

2) EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

- A. All lots in tract shall be known and described as residential lots and shall be known and described as residential lots and shall be used for single-family residential purposes exclusively, and not for any purpose of business or trade.
- B. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single family dwelling not to exceed two and one-half stories, or 35' in height, and a private garage for not more than 4 cars, and other out buildings incidental to and necessary for proper residential use of the lot. Any out building will be in conformity to the standards set herein and approved by the Control Committee.
- C. Notwithstanding anything to the contrary herein, the undersigned developer or its assigns shall be permitted to construct and maintain on one lot only one structure and related facilities designed and used as a construction field office including the lots subject to these covenants and adjoining land improvements thereon owned by the undersigned or their assigns.
- D. No building shall be located on any lot nearer to the front lot line or nearer to the side street line that the minimum building setback lines show on the recorded plat or required by applicable zoning laws.
- E. No dwellings shall be erected containing less than one thousand six hundred (1,600) square feet of living (heated) area for one-story buildings, exclusive of porches, garages and basements. Any 1.5 story dwelling must contain at least one thousand two hundred (1,200) square feet of living area on the first floor, with no less than a total of eighteen hundred (1,800) square feet of living (heated) area in the entire dwelling. Any two-story dwelling must have at least two thousand (2,000) square feet of living (heated) area. All dwellings will have wooden windows on front, brick on all four sides of the foundation,

and no exposed block. All homes are to be of traditional styling, unless approved in writing by the Architectural Review Committee.

- F. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceeding except with the written consent of the developer.
- G. No more than a single-family unit shall occupy any dwelling house.
- H. All front and side porches shall be bricked or stone.

3) GENERAL REQUIREMENTS

- A. No commercial activity of any kind shall be permitted to take place on any lot, in any house, or on any street in the subdivision.
- B. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to decrease the beauty of the specific area or of the neighborhood as a whole.
- C. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any part of the property, including vacant parcels. The undersigned reserve the right (after 10 days notice to the owner), to enter any residential lot during normal working hours for the purpose of mowing, removing, cleaning, or cutting underbrush, weeds, or unsightly growth and trash which in the opinion of the undersigned detracts from the overall beauty of the Subdivision and may charge the owner a reasonable cost for such services, which charge shall constitute a lien upon such lot enforceable by appropriate proceedings at law or equity. This provision shall not apply to the undersigned developer and builders or their assigns during the sales and development period, such sales period to extend until the last lot is sold by the undersigned.
- D. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.
- E. 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.
- F. 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.
- G. 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 a clean and sanitary condition, and shall be so placed or screened by shrubbery or other appropriate material approved in writing by the Committee as not to be visible from any road within sight distance of the lot at any time except during refuse collection. No outside burning

of wood, leaves, trash, garbage, or household refuse shall be permitted, except during the construction period.

- 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 issued by the appropriate Governing Agency.
- I. No sign of any kind shall be displayed to the public view on any lot except one 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 a builder to advertise the property during the construction and sales period. All signs shall comply with design specifications of the ARC. No signs shall be nailed to trees. This provision shall not apply to the developer or builders or their assigns during the sales period.
- J. When the construction of any building is once begun, work thereon must be prosecuted diligently and continuously and must be completed within 12 months.
- K. No garage doors shall be permitted on the front of houses.
- L. Outside air conditioning units may not be located in the front yard or any required side yard.
- M. Wood frame windows will be used exclusively on the front of the dwelling being constructed.
- N. No foundation block shall be exposed on any structure sides, front, or rear.
- O. No vertical siding shall be used on the construction of any dwelling unless approved in writing from the ARC.
- P. No fencing shall extend nearer the street than the rear line of the dwelling.
- Q. No shrubs or trees shall be planted on street corners that will impede view of sight or pedestrians or automobiles.
- R. No automobiles or similar vehicles will be stored on any lot or kept on blocks unless in the basement of a structure.
- S. No satellite or microwave dishes shall be placed on a lot, which shall be visible from the street.
- T. No walls above the grade of the lot shall be erected, nor growing hedges planted and maintained on said property in front of the front line of the residence. No wall or fence shall be erected on the rear of the property which exceeds six (6) feet in height. The ARC must approve any walls on the rear of the property above the line of site in writing.
- U. Upon the completion of a residence, all front and side yards will be landscaped with solid sod. The rear yard may, at builder's or owner's option, be sprigged.
- V. The roof pitch on any residence shall not be less than 7/12 pitch, unless first approved in writing by the ARC.
- W. All mail boxes located on the street are to be brick or stone, unless otherwise approved by the ARC.

- 4) 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 on said land:
 - 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 restriction.
 - B. To maintain a proceeding in equity against the person or persons so violating or attempting to violate any such violation, provided however, that the remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

- 5) These covenants and restrictions may be altered only with the consent of a majority of lot owners after agreement of the developer.