

*MAY 11, 2004
APPROVED*

DECLARATION OF PROTECTIVE AND RESTRICTIONS ACCORDING TO THE MAP OF CROSS KEYS, PHASE I, SECTOR II OF SOMERSBY. AMENDED October, 2004.

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

Cross Keys, Phase I, Sector II of Somersby, Jefferson County, Alabama as recorded in Map 0200, Page 0031 of the Judge of Probate of Jefferson County, Alabama.

WHEREAS, it will be 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 Restrictive Covenants which shall be applicable to all lots in Cross Keys, Phase I, Sector II of Somersby subdivision, as recorded in the Probate office of Jefferson County, Alabama.

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 setbacks shown on the recorded plat or required by applicable zoning laws.
- C. No home shall be erected containing less than two thousand (2,000) square feet of living (heated) area for one-story building, exclusive of porches, garages and basement. Any 1 ½ story dwelling must contain at least one thousand four hundred fifty (1,450) square feet of living area on the first floor, with no less than total of two thousand three hundred (2,300) square feet of living (heated) area in the entire dwelling. Any 2 story dwelling must contain a min. of fourteen hundred (1,400) 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 silver finish metal windows of any kind on front of dwelling (example: metal screen doors.)
- F. Front and side yards shall be professionally landscaped with solid sod. However, some natural areas may be approved only by the ARC.

- G. No concrete or concrete block foundation will be allowed to remain uncovered.
- H. Mailboxes are to be of uniform construction, Developer may furnish uniform mailboxes to Builder at his cost.
- I. No garage doors shall be permitted to face the street, unless necessary on some lots and must be approved by Architectural Control Committee.
- J. No vertical siding shall be used on the construction of any dwelling. Wood or vinyl trim only may be used. No vinyl siding allowed. Horizontal Wood siding will be allowed.
- K. No fencing or walls shall extend nearer to the street than rear line of the home nor exceed six feet six inches (6' 6") in height. All fencing should be treated wood and shall be erected with non corrosion nails or fasteners on interior lots. No chain link fencing allowed. All fencing to be approved by the Architectural Control Committee prior to construction.
- L. All outside air-conditioning units should be located in the rear of any home. Unless approved by the ARC.
- M. The roof pitch on any residence shall not be less than 8 & 12 unless first approved in writing by the control committee. All roofing must be of a dimensional nature, as approved by the ARC.
- 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 Architectural Control Committee.
- O. No lot may be subdivided or reduced in size by voluntary alienation, or other proceedings except with the written consent of the Committee.
- P. The exterior of each dwelling will be constructed of not less than ninety percent (90%) brick. There shall be four sides of brick or stone. All plans must be approved by the ARC.
- Q. During the course of construction of any house, all building debris, stumps, trees, etc. must be removed from each lot by the Builder as often as necessary to keep the house and lot attractive. Such debris shall not be dumped in any area of the subdivision unless approved by the Architectural Control Committee.

R. Existing drainage shall not be altered in any manner, and specifically shall not be altered in such a manner as to divert the flow of water onto an adjacent lot or lots. Silt fencing or equivalent may be required by the Architectural Control Committee during or after construction. This is applicable to both builder or resident. Builders are required to maintain proper fences, hay bales, etc. as well as gravel or stone on driveways during entire construction process. Builders will be required to keep roads and streets clean of silt and run-off debris.

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

- A. All buildings shall meet all of the requirements of the Building Codes of Jefferson County and City of Clay if applicable. Detailed plans and location map must be approved by the Architectural Control Committee.
- B. All utilities run to outside storage buildings shall be run underground and be subject to the building codes.
- C. The floor of outside storage buildings shall be constructed of concrete.
- D. All outside storage buildings shall be to the rear of the main structure on the said property. All outside storage buildings must be inside a privacy fence. Structure shall not exceed the height of the privacy fence. (Maximum of 6 feet 6 inches.)
- E. Location & description of any outside storage buildings shall be approved by the ARC prior to installation.

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. Pets must be kept inside, within a fence or on a leash at all times.

- 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.
- G. No trash, garbage, or other refuse shall be dumped, stored or accumulated on any lot. Trash, garbage, or other waste shall 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 the road or 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 temporary 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 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 Architectural Control Committee. 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 regulations.
- 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 vehicle, private or commercial, 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 place not to be visible from front street. No other type antenna may be used.

- M. Exterior colors (including brick and roof) which have been approved by the Architectural Control Committee can not be changed for three years after said approval without prior written consent of the Architectural Control Committee.
- N. Swimming Pools: Plans and locations of pools must be approved by the A.C.C. and meet government agency requirements Fence will be required by the A.C.C.

IV. ARCHITECTURAL CONTROL COMMITTEE

- A. Architectural Control Committee has the exclusive right to approve any builder in the subdivision. All plans and specifications including plot plans of residence on any lot in the Cross Keys Subdivision, shall be first filed with and approved by the Architectural Control Committee before any construction is commenced. Architectural Control Committee 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 Architectural Control Committee and any government agency.
- C. Any remodeling, reconstruction, alterations or additions to an existing lot or dwelling shall require the written approval of the committee, and shall comply with all restrictions and covenants. Lot owners will furnish to the Architectural Control Committee plans and specs for review.
- D. Neither the committee 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, of any reason, be held to be invalid or unenforceable, all remaining covenants and restrictions shall nevertheless 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 Architectural Control Committee 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 Architectural Control Committee.
- 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 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, corporation 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 of 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 SHALL BE ESTABLISHED

- A. The Cross Keys Homeowners Association shall be established within sixty (60) days from the time that there are ten (10) residents living in Cross Keys. The Association should elect officers & begin collecting the Homeowners Association dues.
- B. Each homeowner must become a member of the Homeowners Association and pay all dues and assessments outlined in these restrictions and covenants and all future dues and assessments as adjusted annually by the Cross Keys Homeowners Association.
- C. Maximum Annual Assessment: The yearly assessment for Cross Keys shall be One Hundred Eighty dollars (\$180.00) per lot, the maximum annual assessment may be increased each year by not more than 10% of the previous year's assessment with a majority vote of the Cross Keys Homeowners Association.
- D. The developer will give Homeowners Association responsibility of common areas & street lighting expenses as collection of Homeowners dues will permit.
- E. Commencement of the Assessment: The Cross Keys Homeowners Association will assume maintenance and responsibility of the entrance way and all common areas of Cross Keys at the discretion of the Architectural Control Committee.

- F. 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 entrance way, landscaping, and all access easements within the development.
- G. 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 of a capital improvement upon the entrance way area 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.
- H. 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 exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.
- I. The entrance way 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, the Alabama power lighting (lamp post monthly cost) will be paid by the Homeowner's Association when transfer notice is given in writing by developer.

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 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 or an estoppel of 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.