

STATE OF ALABAMA )  
COUNTY OF SHELBY )

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND  
RIGHTS OF:

BROOK FOREST ADDITION TO WYNDHAM

This declaration made on this the 10<sup>th</sup> day of May, 2000 by Brookline Limited.

WITNESSETH

WHEREAS, the undersigned owner owns in fee simple all the lots in that certain subdivision set out herein above as recorded in Map Book 27 Page 25 in the Probate Office of Shelby County, Alabama.

NOW, therefore, the owner hereby declares that all of the above described property 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 thereto, be enforceable by the Shelby County Health Department and any other Municipal entity at interest.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one half stories in height.
2. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
4. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign, of not more than three foot square, advertising the property for sale or rent or signs used by builders to advertise the property during the construction and sales period.
5. OIL AND MINING OPERATIONS. No oil drilling, development operations, 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 for oil or natural gas shall be erected, maintained or permitted upon any lot.
6. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised or bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose.
  7. WATER SUPPLY. No individual water supply system shall be permitted on any lot unless such system is located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such systems installed shall be obtained from such authority.
  8. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is located and constructed in accordance with the requirements, standards and recommendations of both the state and local public health authorities. Approval of such systems installed shall be obtained from such authority.
  9. SET BACK LINE. All residences and other structures must set back a minimum of twenty-five (25) feet from the street. Minimum of ten (10) feet between houses. Minimum of twenty-five (25) feet from rear of property line and any boundary not Special District Planned Residential Single Family.
  10. SIDEWALKS. All sidewalks shall be constructed in accordance with the local authority and no additions to sidewalks shall be constructed without the prior approval of said authority.
  11. SET BACK OF OUTBUILDINGS. No structure (in addition to the residence) may be constructed closer to the street than the back of the residential building. Paint on outbuildings should be coordinated with the house.
  12. CONCRETE BLOCK. No concrete block on any structure may be visible from the road or street on the front or the sides of the residential structures.
  13. DRIVEWAYS. All driveways visible from the street must be concrete.
  14. RECREATIONAL VEHICLE. No recreational vehicle including but not limited to motor homes, tents, campers, buses, boats, and all other recreational vehicles motorized shall be parked on the street more than twenty-four (24) hours.

15. SATELLITE DISH. No short wave antennas and/or satellite dish in excess of eighteen inches in diameter or more than two feet above or outside of roofline of a residential house shall be installed on any house and no freestanding antennas of any nature shall be allowed. No satellite dish, even if it does meet the above requirements, shall be installed so as to be visible from the street.
16. FENCES. No fence may be constructed any closer to the street than fifteen (15) feet from the back of the residence constructed on the lot. No chain link fences.
17. LANDSCAPING. All lots shall have sodded front yards. The rest to be seeded or sodded.
18. ROOF PITCH. All roof pitches shall be 6/12 or greater.
19. SIDING. All siding shall be placed horizontally.
20. HOME DESIGN. All homes shall have a country or traditional design.
21. PARKING. No cars will be permitted to park on the street for more than twenty-four (24) hours.
22. MAILBOX DESIGN. All builders are responsible for installing mailbox holders of same design.
23. PARKING ON LOTS. All houses that do not have garages in front must have double parking pads or carports. All garage doors on the front of the house must be of uniform construction and must remain closed when not in use.
24. SQUARE FOOTAGE MINIMUMS. All residences constructed shall be one thousand (1000) square feet or greater.
25. TERMS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to change said covenants in whole or in part.
26. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity, any person violating or attempting to violate any covenant may be held by a court of competent jurisdiction to be in violation and shall be

restrained by injunction and/or forced to pay for damages and costs associated with bringing suit to restrain said conduct.

- 27. SEVERABILITY. In the event any portion of these covenants and restrictions are held by a court of competent jurisdiction to be void as a matter of law, said order shall in no way affect any other provision that shall remain in full force and effect.
- 28. REQUIREMENTS FOR PLANS. All plans must be approved by the Architectural Control Committee. Any variance in said plans must also be approved before implementation of said changes and said changes must still comply with all requirements of these restrictions and covenants.
- 29. ARCHITECTURAL CONTROL COMMITTEE. Said committee shall consist of the team of builders: Any and all exterior paint colors and additions to homes must be approved by said committee.
- 30. HOME OWNERS ASSOCIATION. After all the lots have been built on and sold, the Architectural Control Committee may be changed to consist of elected officers of a Home Owners Association consisting of Home Owners in the subdivision.

These Covenants and Restrictions are Subscribed to on this the \_\_\_\_ day of May, 2000.

Brookline Limited  
A Tennessee Limited Partnership.

By: \_\_\_\_\_  
Berry Shirley  
Its: President

STATE OF ALABAMA            )  
COUNTY OF SHELBY         )

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared Brookline Limited, whose name is signed to the foregoing instrument, and who is known to me, on this day, that being informed of the contents of such instrument, he, in his capacity and with full authority, executed the same voluntarily.

Given under my hand and official seal this the \_\_\_\_ day of May 2000.

\_\_\_\_\_  
Notary Public  
My Commission Expires: