

STATE OF ALABAMA
COUNTY OF JEFFERSON

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS

HILLCREST HYGHLANDS - 4th SECTOR, 2ND ADDITION

KNOW ALL MEN BY THESE PRESENT, That:

WHEREAS, Pritchett Brothers Construction Company, Inc., an Alabama Corporation has heretofore acquired fee simple title of certain real property situated in Jefferson County, Alabama, subdivided into 20 Lots as described in the map and survey of Hillcrest Highlands as recorded in Map Book _____, Page _____, in the Probate Office of Jefferson County, Alabama (the "Property").

WHEREAS the Developer desires to develop the property into a residential subdivision known as Hillcrest Highlands, 4th Sector, 2nd Addition subject to the protective covenants, restrictions and easements set forth in this Declaration of Protective Covenants and Restrictions for said subdivision (the "Declaration") for the purpose of creating a traditional community, enhancing, and protecting the value, attractiveness, and desirability of the above-described Property.

NOW, THEREFORE, the Developer, upon recording hereof, declare and make the Property and each of the Lots included in the subdivision of the Property subject to the covenants, restrictions, conditions, used, limitations and affirmative obligations set forth in this Declaration, all of which are declared to be in furtherance of a plan for the improvement of the Property in a desirable and uniform manner suitable in architectural design, and all of which shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall be for the benefit of each such owner of property or interest therein, and shall inure to the benefit of and be binding upon each successor in interest to the owners thereof. The purpose is, to establish a traditional community with harmonious architectural continuity.

ARTICLE I

LAND USE AND BUILDING TYPE

1. LAND USE AND BUILDING TYPE: The Property will be used for residential purposes only, and no trade or business purposes (including, but not limited to all types of home industry) will be permitted. No building shall be erected, altered, placed, or remain on any lot other than one detached single-family dwelling and not more than one detached garage or utility building for storage of household and garden tools. Any detached garage or utility building must have the approval of the Architectural Control Committee and shall be in keeping.

with the house design and color scheme and is not to detract from or be detrimental to the residential neighborhood. The same must be located to the rear of the dwelling house and a tree screen provided to reduce the visibility of same from the street as much as practical.

2. ARCHITECTURAL CONTROL: A. No building shall be erected or placed on any lot until construction plans showing the location of the house, driveways and walkways has been approved by the Architectural Control Committee as to design, size, topography, and grade elevations. B. Plans must include a site plan showing location of all buildings, set-back distance from front, sides and rear lot lines, walls or fences proposed. All driveways, walkways and paved parking areas, front, rear, and side elevations of house must be shown.

3. MINIMUM STRUCTURE SIZE: The main residential structure erected or placed on any Lot within the Property shall include not less than the minimum amount of living space set forth herein. Living space is defined as finished and heated area and does not include porches, garages, basements, or unfinished attic space.

	<u>Table of Minimum Structure Size</u>		
	<u>1 Story</u>	<u>1½ story(1st FL)</u>	<u>2 Story</u>
Lots 8,9,10 Blk 6	1500sf	1700sf	1800sf
Lot 7 Blk 6; Lot 11 Blk 5	1600sf	1800sf	2000sf
Lots 1,2 Blk 5			
Lots 3,4,5,6 Blk 6	1700sf	1900sf	2100sf
Lots 2,3,4,11 Blk 7			
Lots 5,10 Blk 7	1800sf	2000sf	2200sf
Lots 6,8,9 Blk 7	2000sf	2200sf	2400sf

4. EXTERIOR DESIGN CRITERIA: The exterior design of the structures within the Property shall be in accordance with the following, subject to final approval of the Architectural Control Committee:

A. Traditional design is recommended for all houses. Others must have specific approval by the Architectural Control Committee.

B. All buildings are to be constructed with brick, stone or field stone at least to the top of the concrete or block foundation.

C. It is suggested that the remainder of the house be finished with a minimum of approximately 60% brick, field stone or stucco (or "Dri-Vit"). Approximately 40% may be finished with wood, horizontal hardboard or vinyl siding. No vertical siding shall be allowed.

D. A house with all siding to achieve a specific architectural design must have the specific approval of the Architectural Control Committee.

E. Driveways - all driveways shall be constructed of concrete, pea gravel concrete, paving brick, or asphalt paving. No stone driveways allowed.

F. Basements - all basement garage doors and walk.

through doors shall be on the side or the back of the house where practical and are discouraged from being on the front of the house. Any variance from this must have the specific approval of the Architectural Control Committee and must be.

for good and legitimate reasons. Any garage door, if allowed on the front, must have automatic garage door operators installed.

G. Carports - there shall be no open carports constructed on any home without the express permission of the Architectural Control Committee.

H. Roofs - all roofs must have a minimum 6/12 or more pitch on Hillcrest Road and a minimum of 7/12 or more pitch on others, except on rear of 1½ story house.

5. TEMPORARY STRUCTURES: A. No trailer, tent, shack, camper, barn, servant house, garage, or any other outbuilding (portable or otherwise) shall be erected on any Lot within the Property prior to the completion of a dwelling house. An exception may be made for construction trailers used during construction phase by Builder. B. After construction, motor homes, boats, boat trailers, travel trailers, motorcycles or commercial vehicles must be stored in garage or in rear of the house. C. No commercial vehicles to be allowed to park on streets, except for delivery or pick-up services. No 18 wheelers allowed except for same.

6. BUILDING LOCATION: The location of any structure, alteration, or addition in relation to the front and side boundaries of any Lot within the Property will be determined according to the requirements of the local governmental authority having jurisdiction over the property for R-1 zoning and shall meet all Jefferson County or local building codes having jurisdiction. Easements as shown on the recorded plot are for utility purposes and can be used for any purpose except for permanent buildings.

7. COMPLETION: All dwellings must be completed within (12) months of the initial starting date. No dwelling shall be considered complete until all exterior paint and finish work completed, all driveways, porches and decks are completed, and grass sod and other landscaping is complete.

8. FENCES: A. No fence may be built in front of the rear line of the main residential dwelling house, except any fence which appears to the community to be an integral part of the architectural design and then no closer than the front building set-back lines. Any fence or wall must be approved by the Architectural Control Committee. B. No clothes lines to be installed outside that will be visible from the front street.

ARTICLE II

USE OF THE PROPERTY

1. YARDS: A. All lots must be sodded from the front of street continuous to the rear line of the residential dwelling.

house, except for a proportionate area for natural landscaping, bark islands, ground cover, etc. (approximately 40% of area maximum). B. It is recommended that Zoysia sod be used as first choice, tifton or centipede as second choice.

2. NUISANCES: No obnoxious or offensive activity shall be permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. SIGNS: No sign of any kind shall be displayed to the public view except signs of not more than five square feet to advertise a home for sale or builder signs during construction, and prior to the sale of the home by the builder and/or realtor. Satellite dishes are discouraged unless placed behind house and not visible from front street.

4. ANIMALS: No animals, birds, poultry, livestock, or reptiles shall be kept or maintained on any of the property for commercial purposes, except that each owner of a Lot may maintain commonly accepted household pets such as dogs, cats, birds of other domestic pets, provided that such domestic animals or birds are confined to the Lot of the owner of same, and that they are not kept, bred, or maintained for commercial use. Each owner must provide a quiet, clean habitat for pets and they must not be allowed to disturb the neighborhood.

5. GARBAGE AND REFUSE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All storage or disposal of such material shall be kept in a clean and sanitary condition. No junk cars, boats, trucks, trailers, or recreational vehicles shall be kept or stored on any lot, no on the streets within the subdivision.

6. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevation between two feet and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and the line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended.

7. ARCHITECTURAL CONTROL COMMITTEE: The initial Architectural Control Committee will be composed of (3) persons - J.C. Pritchett, Eugene Pritchett and Benny Pritchett or someone appointed by the developer to act on their behalf. Any two members of the committee can act at any time with a majority rule. When the applicable sector is 75% complete, one person from the Homeowners Association will be appointed to the Committee.

A. ENFORCEMENT: Enforcement shall be by arbitration with the parties concerned. If satisfactory agreements are not made, then proceeding at law or in equity against any person or person violating or attempting to violate any covenant either to restrain violation or to recover damages.

B. SEVERABILITY: In validation of any one of these covenants by judgements or court order shall in no way effect any one of the other provisions which shall remain in full force

in effect. In the event any of these covenants are at variance with the Jefferson County zoning regulation, then the Jefferson County zoning regulations or municipality having jurisdiction will apply.

ARTICLE III

1. OBLIGATION OF OWNER TO BUILD:

(A) Each owner of an unimproved Lot shall commence construction of a residential dwelling house in accordance with the requirements herein set forth on or before the expiration of (24) months from the date of conveyance of such Lot to the owner and shall complete the construction of such residential dwelling house on or before the expiration of (12) months from the commencement of construction, but in no event later than (36) months from date of conveyance of said Lot. Any variance from this schedule must have the specific approval of the Architectural Control Committee and/or the Homeowners Association.

(B) In the event a residential dwelling house on any Lot within the Property is damaged or destroyed in whole or in part, the owner shall be obligated to repair or replace said structure within six months from date of such damage or destruction or a reasonable time thereafter, and such repair and replacement of said structure shall be in accordance with the covenants and restrictions set forth in this Declaration. Further, all debris resulting from such damage or destruction must be removed and the Lot restored to a slightly condition with reasonable promptness, but not later than (60) days after such damage or destruction.

2. PURCHASE OPTION:

(A) Except as provided in subparagraph (B) below, the owner of a Lot shall the right to sell, mortgage, hypothecate, subject to any security device, transfer, assign, or otherwise dispose of all or a portion of his interest in said Lot subject to the covenants and restrictions herein set forth, including the purchase option of Developer set forth in Section 3 of this ARTICLE IV.

(B) The owner of a Lot shall have no right to sell, assign, transfer, convey, or otherwise dispose of all or a portion of his interest in said lot at any time prior to the first to occur of either (1) the commencement of construction of a residential dwelling house as required under subparagraph (A) above, or (2) the expiration of (24) months from the date of conveyance without first giving written notice to the Developer stating the intention of the owner to so dispose of his Lot. The Developer will have first option to purchase back the Lot. Thereafter, the owner shall have the right to sell, transfer, assign or otherwise dispose of all or a portion of his interest in said Lot subject to the covenants and restrictions herein set forth, including the purchase option of Developer set forth in Section 3 of this ARTICLE IV.

3. DEVELOPER'S RIGHT TO REPURCHASE:

(A) In the event of the occurrence of any of the following:

(1) . The owner of a Lot shall fail to commence construction of a residential dwelling house on such Lot within (24) months from date of conveyance as required in Section 1(A) above; or

(2) . The owner of a Lot shall fail to complete construction of a residential dwelling house on such Lot within (36) months from date of conveyance of said Lot as required in Section 1(A) above; or

(3) . The owner of a Lot shall give written notice to Developer of his desire to sell or otherwise transfer said Lot as required in Section 2(B) above; the Developer shall have the right to purchase the Lot from said owner at a price equal to the net sales price paid by the owner for said Lot, without interest. The Developer shall exercise its right to so purchase the Lot of the owner by giving written notice to the owner at the last address furnished to the Developer by the owner within whichever of the following periods is applicable:

i) (90) days from the expiration of (24) months after date of conveyance of the Lot to the owner in the case of (1) above; or

ii) (90) days from the expiration of (36) months from date of conveyance of the Lot to the owner in the case of (2) above; or

iii) (30) days after delivery of written notice to the Developer in the case of (3) above.

(B) In the event that the Developer exercises its option to purchase the Lot of an owner as herein provided, the Developer shall be obligated to purchase, and the owner shall be obligated to sell, the Lot on the terms and conditions set forth herein at a closing to be held on or before (30) days after the exercise of the option. At the closing, the Developer shall pay the purchase price in funds immediately available to the owner or by other financial arrangements satisfactory to owner and the owner shall deliver a general warranty deed conveying said Lot to Developer free and clear of any liens or encumbrances unless such liens or encumbrances were reflected on the deed from Developer to owner and are unrelated to any indebtedness of the owner.

(C) The right of the Developer to purchase the Lot from an owner for failure to comply with Section 1 hereof shall be in addition to, and not in limitation of all other rights and remedies available to the Developer for failure to comply with the provisions set forth in this Declaration.

4. LOT MAINTENANCE:

(A) Each Lot owner while having title to a Lot or Lots will be obligated to keep the Lot clear of debris, clear of underbrush and other unattractive growth (vines, briars,

weeds, etc.) a minimum distance of 20 feet back of curb, maintain a grass cover of rye, Pennington fescue or other attractive permanent cover and keep mowed in the growing season. Each Lot owner must meet the weed law in effect in Jefferson County.

or municipality having jurisdiction.

(B) After construction is complete, each owner shall at all times keep and maintain said Lot and improvements thereon in a clean, orderly and attractive condition, maintaining and repairing the residence promptly as conditions may require. All trash, rubbish, garbage, grass, leaves, tree and shrub cuttings, weeds, vines, and other waste materials shall be removed for proper disposal as soon as practical. All permanent lawns, landscaped areas and ground cover areas must be maintained in and kept in reasonable attractive condition.

(C) The Developer will be responsible for keeping Lot fronts clean and clear of debris until title is passed to a new owner. The Developer will sow the initial temporary grass along the streets.

5. HOMEOWNERS ASSOCIATION:

(A) A Homeowners Association shall be formed with 2/3 of the Lots are sold or within (2) years from date of recording the subdivision to assist the Architectural Control Committee and to eventually replace the Architectural Control Committee when all lots are sold.

(B) Other duties of the Homeowners Association will be to take over the maintenance of the subdivision entrance, streetlights (if not provided by governmental authority having jurisdiction), street signs, etc.

(C) It shall be the obligation of each Lot owner to belong and participate as a member of the Homeowners Association and to pay the assessment amount of dues to maintain the above, as set forth by the Homeowners Association.

(D) The Developer will provide the initial sod and shrubs for landscaping the subdivision entrance in an attractive manner and provide a sprinkler system with the maintenance for the first (2) years. Thereafter, the Homeowners Association shall assume responsibility for the upkeep of same. (~) The Developer will provide or have provided (4) streetlights and pay the monthly cost of operating (if any) for the first (2) years, after which this responsibility will be assumed by the Homeowners Association.

6. GRANTEE'S ACCEPTANCE:

(A) The grantee of any Lot subject to the coverage of these general covenants, restrictions, and easements, by acceptance of the deed or other instrument conveying an interest in or title to, pr the execution of a contract for the purchase thereof, whether from Developer or a subsequent owner of such Lot, shall accept such deed or other contract upon and subject to each and all of these general covenants, restrictions, and easements herein contained.

(B) Indemnity for damages - each and every Lot owner and future Lot owner, in accepting a deed or contract for any Lot subject to these general covenants, restrictions, and easements, agrees to indemnify and defend Developer against and hold Developer harmless from any damage caused by such Lot owner, his contractor, agent or employees of such Lot owner, to roads, streets, gutters, walkways, or other aspects of public ways, including all surfacing thereon, or to water, drainage or storm sewer lines, and for any injury to any employee, agent or contractor employed by the Lot owner or adjacent to their property.

IN WITNESS WHEREOF, the undersigned as the owner of the Property has caused this Declaration to be executed as of the ____ day of _____, 1992.

PRITCHETT BROTHERS CONSTRUCTION CO., INC.

BY: _____
J. C. Pritchett, President

ATTEST:

Eugene Pritchett, It's Secretary

STATE OF ALABAMA JEFFERSON COUNTY

I, the undersigned Notary Public in and for County in said State, hereby certify that J. C. Pritchett, whose name as President of Pritchett Brothers Construction Co., Inc., a corporation, is signed to the foregoing Declaration of Protective Covenants and Agreements for Hillcrest Highlands, 4th Sector, 2nd Addition, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Declaration of Protective Covenants and Agreements for Hillcrest Highlands, 4th Sector, 2nd Addition, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the ____ day of _____, 1992.