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 Bk: LR200608 Pg: 15437  
 05/16/2006 02:28:19 PM REST  
 Jefferson Co Judge of Probate, AL  
 Filed/Certified - Judge Mark Gaines

STATE OF ALABAMA     )  
   :  
 JEFFERSON COUNTY    )

**RESTRICTIVE COVENANTS**

This instrument is entered into on the 29<sup>th</sup> day of August, 2005, by the undersigned, Molokai Development, LLC, an Alabama limited liability company (hereinafter "Developer").

**WITNESSETH:**

Developer is the owner of lots 15, 16, 17, 18 and 19, according to the record plat of Montevallo Park (herein referred to as "Montevallo Park"), as recorded in Map Book 218, page 47, in the office of the Judge of Probate of Jefferson County, Alabama (hereinafter sometimes referred to collectively as "the five (5) Lots"). The five (5) Lots are adjacent to the property which has been previously subdivided and included within the record plat of Stonehurst Green subdivision, as recorded in Map Book 33, page 92 in said probate office (hereinafter referred to as "Stonehurst Green"). In consideration of the owners of the lots within Stonehurst Green agreeing to support the application made by Developer to the Planning Commission and City Council of the City of Mountain Brook (the "City") for the rezoning of Montevallo Park, Developer has agreed to place certain restrictive covenants upon the five (5) Lots for the benefit of the owners of lots within Stonehurst Green.

**NOW, THEREFORE**, in consideration of the foregoing recitals, Developer does hereby covenant and agree as follows:

1. The front yards of Lots 15, 16, 17 and 18 will be those yards which are adjacent to the boundaries of Stonehurst Green.
2. The front yard of Lot 19 shall be that yard which faces Montevallo Road.
3. The mailboxes for Lots 15, 16, 17 and 18 will be situated on Stonehurst Green.
4. The addresses of the homes to be constructed upon each of Lots 15, 16, 17 and 18 shall be Stonehurst Green addresses.
5. Each of the homes to be constructed upon Lots 15, 16, 17 and 18 shall be served by driveways which connect to Stonehurst Green.
6. The uses and improvements which may be made within the front yards of Lots 15, 16, 17 and 18 shall be subject to the same building codes of the City as are applicable to the front yards of the lots within Stonehurst Green, including the measurement of the heights of the homes to be constructed upon said lots; provided, however, that the front yard building set back lines shall be those as established pursuant to the Master Development Plan for Montevallo Park as approved by the City Council, and the means of driveway access to Stonehurst Green for Lot 15 shall be as established pursuant to said Master Development Plan.

7. Lots 15, 16, 17 and 18 shall also be adjacent to Montevallo Park Lane, as shown on the record map of Montevallo Park and may have additional driveway access from Montevallo Park Lane. Any driveways which serve said lots from Stonehurst Green or from Montevallo Park Lane shall not connect with one another. No driveway which serves any of said lots shall connect to both Stonehurst Green and Montevallo Park Lane.
8. There shall be a minimum separation of twenty (25) feet between the homes to be constructed upon the five (5) Lots.
9. Access to the five (5) Lots by construction vehicles and construction workers during the period of construction of new homes upon the Lots shall be through Montevallo Park as opposed to Stonehurst Green, except as is reasonably necessary to construct and finish said homes (for example, the connection of the driveways to Stonehurst Green, and the installation of the yards and landscape improvements within the yards adjacent to Stonehurst Green). Developer shall give written notice to the purchasers of each of the five (5) Lots on or before the closing of the conveyance thereof by Developer and shall, upon the approval by Developer of the general contractor for the construction of each such home, give written notice of this requirement to the general contractor. Developer shall not be responsible for the enforcement of the provisions of this paragraph; however, Developer does hereby assign unto the owners of the lots in Stonehurst Green the right to enforce the provisions of this paragraph directly with the owners of the five (5) Lots and their respective general contractors.
10. The front yard building setbacks for Lots 15, 16, 17 and 18 shall be no closer than thirty-five (35) feet from the westerly boundary lines of said lots as shown on the record plat of Montevallo Park.
11. There shall be no free standing storage buildings or swimming pools permitted in the front yards (the yards adjacent to Stonehurst Green) of Lots 15, 16, 17 or 18.
12. The provisions of this instrument and the restrictions and covenants set forth herein (a) shall be binding upon and run with the lands forever, (b) shall be enforceable by the owners of lots in Stonehurst Green and the City, and (c) may not be amended without the written approval of the owners of the lots within Stonehurst Green and the owners of the five (5) Lots.
13. If any one or more of the owners of lots in Stonehurst Green should give written notice to any one or more of the owners of the five (5) Lots of a violation by any such owner or owners of any one or more of the five (5) Lots of the terms and provisions of this instrument, and should such violation not be remedied within ten (10) days after the giving of such written notice, and if any such owner or owners of lots in Stonehurst Green then file legal proceedings in the Circuit Court of Jefferson County, Alabama, for the remedy of such violation, then the prevailing party or parties in any such legal proceedings shall be entitled to recover, from the non-prevailing party or parties, attorneys' fees incurred by the prevailing party or parties in such legal proceedings in such amount as said Court shall deem to be appropriate and reasonable.

Executed by the undersigned Developer effective the same date as first hereinabove written.

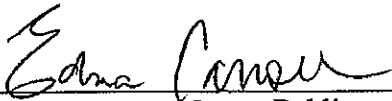
MOLOKAI DEVELOPMENT, LLC

By   
R. B. Coats, III  
Its Manager

STATE OF ALABAMA    )  
                                  :  
JEFFERSON COUNTY    )

I, the undersigned, a notary public in and for said county in said state, hereby certify that R. B. Coats, III, whose name as Manager of MOLOKAI DEVELOPMENT, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 29<sup>th</sup> day of August, 2005.

  
Notary Public

[NOTARIAL SEAL]

My commission expires **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**  
**MY COMMISSION EXPIRES: May 16, 2006**  
**BONDED THRU NOTARY PUBLIC UNDERWRITERS**

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Fee - \$9.50

Total of Fees and Taxes-\$9.50  
ANYG