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Shelby Cnty Judge of Probate, AL
04/21/1978 12:00:00 AM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

730

RESTRICTIONS APPLYING TO INDIAN WOOD FOREST - FIRST SECTOR
ACCORDING TO THE MAP THEREOF RECORDED IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA
IN MAP BOOK 7, PAGE 51

24 852 WHEREAS, Gilbert Development Company, Inc., a corporation, is the owner of certain property known as Indian Wood Forest, according to the map recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 7, Page 51, and in that said corporation is desirous of placing certain restrictions as to the use and enjoyment of the lots and parcels of land contained in the said map hereinabove referred to for the protection and benefit of the purchasers of the lots or tracts of land contained in the said maps;

NOW, THEREFORE, in consideration of the benefits to the said seller and for the benefits to future purchasers of the said lots and tracts of land, the undersigned developer, Gilbert Development Company, Inc., a corporation, does hereby file the following protective covenants, the said covenants to run with the land and to be binding on all parties and persons claiming thereunder for a period of twenty-five (25) years from the date hereof, said covenants to automatically renew for successive ten (10) year periods unless a vote of the majority of the land owners of the lots or tracts agree to modify or change the said covenants in whole or in part. The said covenants and restrictions are hereby set forth as follows:

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached

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single-family dwelling not to exceed two stories in height (excluding a basement) and a private garage for not more than two cars, and other out-buildings incidental to residential use.

B. No building shall be erected, placed or altered on any residential building plat in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by an officer or representative duly appointed for such purpose of Gilbert Development Company, Inc. No fences or permanent structures including but not limited to chain link fences, walls or other structures shall be erected or placed on the front yard of any lot, the front yard being that portion of the lot between the exterior front wall of the residence constructed thereon and the street which the said residence faces, unless same is approved by an officer of Gilbert Development Company, Inc., or its designated representative. In the event an officer of said development company, or its designated representative, fails to approve or disapprove such design and location within ten (10) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. The right to approve such plans may be terminated by the directors of Gilbert Development Company, Inc., at any time the said corporation shall own a minimum of ten percent (10%) of the lots and tracts in the said subdivision; otherwise, such right

shall cease ten (10) years from date hereof. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said company.

C. 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. This would include dog kennels, stables and chicken houses, etc.

D. No trailer, basement, tent, shack, garage, barn, or other building shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

E. Dwelling Quality and Size - No structure shall be less than 1,200 square feet of finished living space exclusive of porches and garages.

F. An easement is reserved over lots for necessary utility installation and maintenance, as shown on said survey.

G. Building Location - No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line. Each building must have a minimum of ten (10) feet side yards to any interior lot lines.

Gilbert Development Company, Inc., a corporation, reserves unto itself the right to change or alter said restrictions as they may apply to



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any particular lot so as to permit the construction and location thereon of proper approved residences in line with the general construction plan authorized in said subdivision. This reservation shall be valid for the period of two (2) years from the date of these restrictions and the variations to be authorized shall be placed of record as an approved variation.

H. Enforcement - Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

I. Severability - Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Gilbert Development Company, Inc., a corporation, has caused these presents to be executed in its name and behalf by Hiram H. Gilbert, its President, and attested by Dale Corley, its Secretary, who are thereto duly authorized, on this the ____ day of April, 1978.

ATTEST:


Dale Corley, Secretary

GILBERT DEVELOPMENT COMPANY, INC.

By:


Hiram H. Gilbert, President

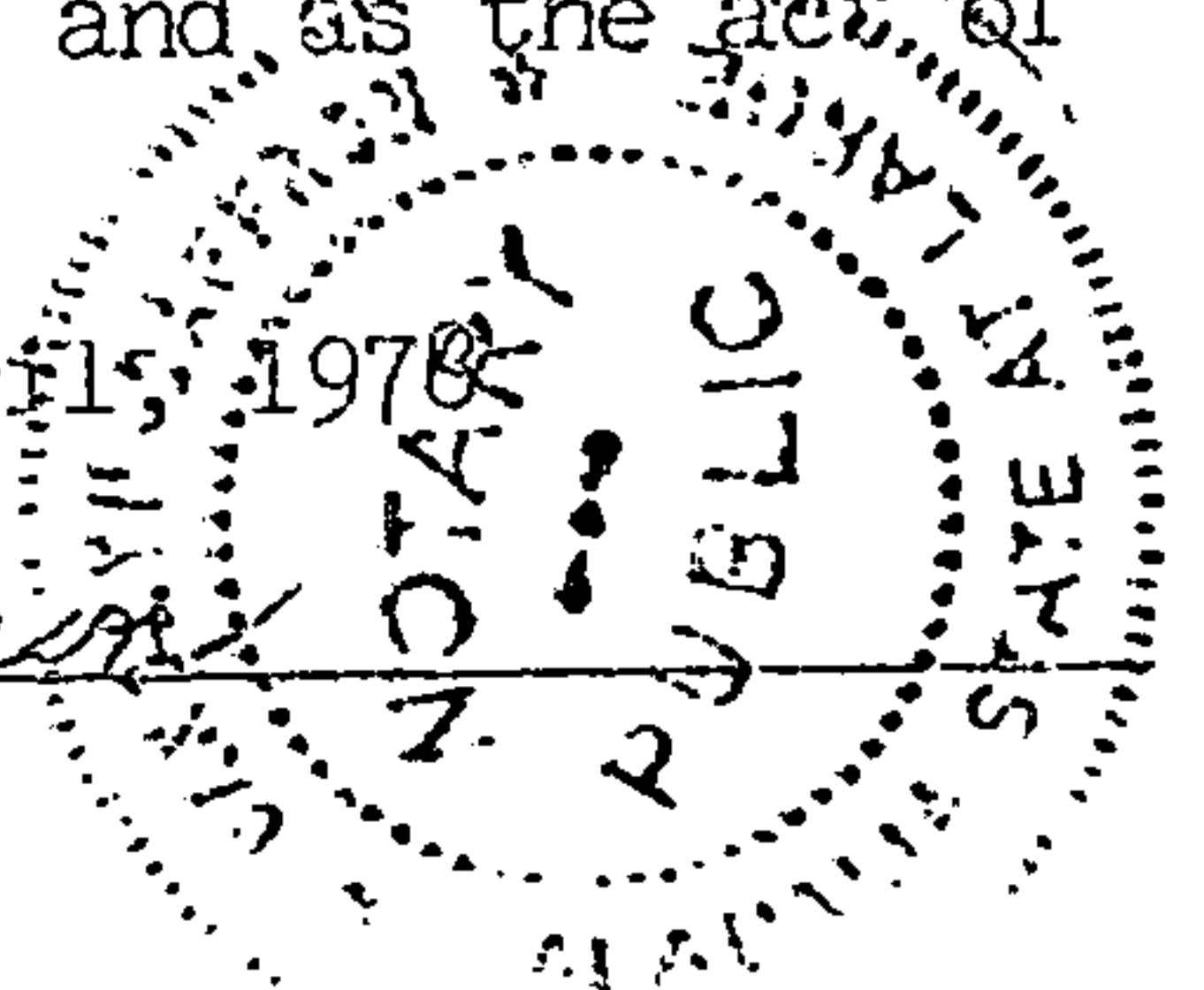
STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Hiram H. Gilbert, whose name as President of Gilbert Development Company, Inc., a corporation, 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 the instrument, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal this 19th day of April, 1978

STATE OF ALA. SHELBY CO.
JUDGE OF PROBATE
FILED THIS
APR 21 1978


Notary Public



APR 21 AM 8:47 Rec. 6.00 Ind. 1.00 -4-

This instrument was prepared by William H. Halbrooks, 2117 Magnolia Avenue, Birmingham, Alabama 35205.