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

STATE OF ALABAMA

JEFFERSON COUNTY

729

RESTRICTIONS APPLYING TO EAGLEWOOD ESTATES - 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 45

WHEREAS, Three C's, An Alabama General Partnership, is the owner of certain property known as Eaglewood Estates , according to the map recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 7 , Page 45 , and in that said partnership 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;

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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, Three C's, An Alabama General Partnership, 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 single-

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family dwelling not to exceed two stories in height (excluding a basement) and a private garage for not more than two cars, and other outbuildings 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 Three C's. 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 a partner of Three C's, or its designated representative. In the event an officer of said development partnership, 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 partners of Three C's, at any time the said partnership 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 partnership.

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 1,100 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.

Three C's, An Alabama General Partnership, reserves unto itself the right to change or alter said restrictions as they may apply to 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, Three C's, An Alabama General Partnership, has caused these presents to be executed in its name and behalf by Steven E. Chambers, Martin Clem, Jr. and Charles A. Corsentino, as partners, who are thereto duly authorized, on this the 18th day of April, 1978.

THREE C'S, An Alabama General Partnership

By: [Signature]
Steven E. Chambers, A Partner

By: [Signature]
Martin Clem, Jr., A Partner

By: [Signature]
Charles A. Corsentino, A Partner

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Steven E. Chambers, Martin Clem, Jr., and Charles A. Corsentino, whose names as Partners of Three C's, An Alabama General Partnership, are signed to the foregoing instrument, and who are

This instrument was prepared by Dale Corley, Esq., 2117 Magnolia Avenue, Birmingham, Alabama, 35205.

REC'D APR 21 11 8 34
 CLERK OF PROBATE
 COUNTY OF ALA. SHELBY CO.
 I CERTIFY THIS
 INSTRUMENT WAS FILED
 JUDGE OF PROBATE

Rec. 7.50
 Paid 1.00
 8.50

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known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such Partners, and with full authority, executed the same voluntarily for and as the act of said Partnership.

April 18, 1978
 Notary Public

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