

RESTRICTIVE COVENANTS APPLICABLE

Service Corporation of Alabama, Inc.

a corporation

WILLOW GLEN
(SECOND SECTOR)

- A. The following restrictions and reservations shall be applicable to the subdivision known as Willow Glen as developed by Service Corporation of Alabama, Inc., a corporation, Suite 518, City Federal Building, Birmingham, Alabama 35203.
- B. These restrictions shall apply to all lots which are shown on the map recorded in the Office of the Probate Judge of Shelby County, Alabama, in Map Book 8 Page 102.
- C. The said property shall be used for residence purposes only except those areas identified as "Open Spaces" are not a part of this subdivision and are not subject to these restrictive covenants. Use of "Open Space" areas will be at the option of Service Corporation of Alabama, Inc.
- D. No one-story dwelling house of less than 950 square feet of area exclusive of porches, carports and terraces.
- E. Each dwelling shall have off street parking for two cars.
- F. No temporary buildings, servant houses, garages or other buildings shall be used for residence purposes prior to the completion of a dwelling house on said property, in accordance with these restrictions.
- G. No dwelling shall be erected on any lot of said property, the front line of which shall be nearer the road or street on which said lot of said property faces than that offset line shows on the recorded map; and that no dwelling shall be erected on any lot of said property, the side of which (which means the side line of projections, not counting steps or porch) shall be nearer the side line of said lot than 10 feet.
- H. No dwelling, outbuilding, garages or servants houses shall be erected or begun on said property without plans and specifications having first been delivered to and approved in writing by a committee composed of Officers of Service Corporation of Alabama, Inc. If the plans, specifications, architectural design, grade and location of a dwelling or other building provided for herein, are actually delivered to one of the members of said committee acts thereon within 15 days after such delivery by delivering notice in writing of his determination to the party requesting his approval, such plans, specifications, architectural designs, grades and location, as the case may be, shall be conclusively deemed to have been approved by the committee.
- I. No lot shall be cultivated for crops of any sort, except in kitchen gardens of reasonable sizes, suitably located.

BODY
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Service Corporation of Alabama
 Subsidiary of City Federal Savings and Loan Association
 Suite 518, City Federal Building
 2026 2nd Avenue North, Birmingham, Alabama 35203

Stephen T. Whittle
 Vice President

Telephone: 320-6358

- J. There shall not be built, maintained, or kept on any lot of said property a cess pool, privy vault, or receptacle of any kind for the storage of liquid waste, except septic tanks of an improved type, satisfactory to the County Health authorities.
- K. The grantor reserves the right to make any road or other improvements abutting on said property, to change the present road or street grades, subject to approval of County Engineer and Shelby County Planning Commission, if necessary, without liability to the purchaser or assigns for any claim for damages; and further reserves the right to change or modify the restrictions on any property in said subdivision.
- L. The construction, operation or maintenance of any Dairy, sanitarium, or dog kennel or place for caring for or raising stock or other animals for commercial purposes is hereby prohibited and no such building shall be constructed, maintained or operated on any lot in the subdivision, but this provision is not intended to prohibit any owner from keeping a pet dog, pet birds or other pet fowls so long as they do not become a nuisance. No cattle or horses may be kept on premises.
- M. 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.
- N. An easement is reserved over lots for necessary utility installation and maintenance, as shown on said survey.
- O. Service Corporation of Alabama Inc. 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 residence in line with the general construction plan authorized in said subdivision. This reservation to be valid for the period of two years from the date of these restrictions and the variations to be authorized shall be placed of record as an approved variation.

It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 5 years from January, 1988 at which time said restrictions and limitations shall be automatically extended for successive periods of 20 years, unless by a vote of a majority of the then home owners it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, or any of them, or their assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and

either to prevent him or them from doing so or to recover damages or other dues from such violation.

Invalidation of any one these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

These covenants are subscribed to on this 15 day of February, 1983.

SERVICE CORPORATION OF ALABAMA INC.

BY: Stephen T. Whittle
Stephen T. Whittle,
Vice President

ATTEST:

E. C. Gardner
E. C. Gardner,
President
Secretary-Treasurer

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Stephen T. Whittle, whose name as Vice President of Service Corporation of Alabama, Inc., a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this date, 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 of office this 15th day of February, 1983.

Jagoe H. Hill
Notary Public
Commission Expires 2/2/85

ALABAMA, SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1983 FEB 21 AM 8:22

Thomas A. Brantley, Jr.
JUDGE OF PROBATE

Rec'd 4.50
Jud 1.00
5.50