

1294

This instrument prepared by:  
✓ DANIEL M. SPITLER  
Attorney at Law  
108 Chandalar Drive  
Pelham, Alabama 35124

STATE OF ALABAMA )

SHELBY COUNTY )

DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RIGHTS

WINDY OAKS

This Declaration made on this day by Windy Oaks, an Alabama Partnership, composed of Shelby Homes, Inc. and Roy Martin Construction, Inc. hereinafter referred to as "Owner."

W I T N E S S E T H:

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama, to wit:

BOOK 057 PAGE 473  
A parcel of land situated in the North 1/2 of Section 16, Township 21 South, Range 3 West described as follows: Beginning at the SE corner of the SE 1/4 of the SE 1/4 of the NE 1/4 of Section 16 go North 1 deg. 45 min. 30 sec. West along the East boundary of said 1/4-1/4 Section 1330.67 feet to the NE corner of said 1/4-1/4 Section; thence South 89 deg. 33 min. 50 sec. West along the North boundary of the S 1/2 of the NE 1/4 of Section 16 for 1787.91 feet; thence South 00 deg. 23 min. West for 618.66 feet; thence South 43 deg. 03 min. 47 sec. West for 76.52 feet; thence South 01 deg. 02 min. 20 sec. East for 655.19 feet to the south boundary of the S 1/2 of the NE 1/4 of Section 16; thence North 89 deg. 35 min. 45 sec. East for 1873.42 feet to the point of beginning; being situated in Shelby County, Alabama.

known as Windy Oaks.

WHEREAS, the undersigned Owner, on the 24th day of October 1985, recorded a Declaration of Covenants, Conditions, Restrictions and Rights in Book 046, Page 169 in the Office of the Judge of Probate of Shelby County, Alabama. Included in said covenants is the provision that additional real estate may be included in said covenants (Paragraph 14 of said recorded covenants). The undersigned Owner does herewith exercise its right to include additional real estate under said recorded covenants, the actual said declaration being set out

hereinabove and hereinbelow. It is further the intent and purpose of the Owner to hereby declare that the property owners, the City of Alabaster, Alabama, the Shelby County Health Department and any other municipal entity at interest be entitled to enforce their said covenants on all property included in the original said covenants as set out in Book 046, Page 169 as well as the new property included in this newly recorded covenant.

NOW, THEREFORE, The Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall enure to the benefit of each owner thereof, and shall, in addition thereto, be enforceable by the City of Alabaster, Alabama, the Shelby County Health Department and any other municipal entity at interest. The Owner incorporates and adopts herein the covenants as recorded in Book 046, Page 169 in the Office of the Judge of Probate of Shelby County, Alabama, which said covenants are restated hereinbelow.

1. MINIMUM PARCEL SIZE. No parcel of land may be divided leaving any parcel less than three acres (all these restrictions shall apply equally to all such parcels.)

2. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling not to exceed two and one-half stories in height, with less than 1400 square feet of heated space and related non-residential out buildings. No mobile, modular or factory constructed housing is allowed.

3. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. SIGNS. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sales period.

6. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that one cow or horse per acre and dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose.

8. WATER SUPPLY. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

9. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standards and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

10. SET BACK LINE. All residence and other structures must be set back a minimum of 75 feet from the ingress and egress road, if any part of the original parcel of land as deeded by Windy Oaks to the original owner on which the structure is constructed has a minimum side length or depth of at least 500 feet. No structure of any nature may be placed closer than 50 feet to the side or back of any parcel of land.

11. SET BACK - OUT BUILDINGS. No structure (in addition to the residence) may be constructed closer to the ingress and egress road than the back of the residential building.

12. CONCRETE BLOCK. No concrete block on any structure may be visible from the ingress and egress road, this means no concrete block may be visible from the road or street on the front or sides of the residential structures.

13. DRIVE-WAYS. All drive-ways visible from the ingress and egress streets must be concrete or asphalt.

14. ADDITIONAL REAL ESTATE MAY BE INCLUDED. Owner reserves the right to include additional real estate under these covenants.

15. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recovery damages.

17. SEVERABILITY. In validation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this the 8th day of January, 1986.

WINDY OAKS,  
An Alabama Partnership

By: SHELBY HOMES, INC.

By: *Reid Long*  
Reid Long, President  
Partner

By: ROY MARTIN CONSTRUCTION, INC.

By: *Roy H. Martin*  
Roy Martin, President  
Partner

STATE OF ALABAMA     )  
COUNTY OF SHELBY    )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Reid Long, as President of Shelby Homes, Inc., a corporation and Roy Martin, as President of Roy Martin Construction, Inc., a corporation, which said corporations constitute all partners of Windy Oaks, an Alabama Partnership, are signed to the foregoing Declaration of Covenants, Conditions, Restrictions and Rights, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Declaration, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Windy Oaks.

Given under my hand and official seal, this the 16th day of January, 1986.

(SEAL)

*Robert S. Smith*  
Notary Public

BOOK 057 PAGE 476

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

1986 JAN 16 AM 10:23

*Thomas A. Lawrence, Jr.*  
JUDGE OF PROBATE

Rec. 10<sup>00</sup>  
Ind. 1<sup>00</sup>  
11<sup>00</sup>