

**THIS INSTRUMENT PREPARED BY:**

David B. Champlin  
Balch & Bingham  
Post Office Box 306  
Birmingham, Alabama 35203

STATE OF ALABAMA )

COUNTY OF SHELBY )

**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**, made this 29 day of March 1989, by **KEY ROYAL AUTOMOTIVE COMPANY**, a Delaware corporation (hereinafter "Key Royal"), and consented to by the **HORIZON 280 ASSOCIATION**, an Alabama not-for-profit corporation (hereinafter "Horizon 280"), is made with reference to the following facts:

**WITNESSETH:**

**WHEREAS**, Key Royal is the owner of that certain real property (hereinafter "Subject Property") in Shelby County, Alabama, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS**, Horizon 280 is an association composed of owners of real property along U.S. Highway 280 in Jefferson and Shelby Counties, Alabama, and other interested persons and entities, whose purpose is to promote the orderly development of real property along U.S. Highway 280 so as to benefit, and enhance the value of, all real property located on, along or in the vicinity of U.S. Highway 280; and

**WHEREAS**, Subject Property was the subject of a Settlement Agreement (hereinafter "Settlement Agreement") entered into between Horizon 280 and Albert F. Thomasson (who then owned the Subject Property) which imposed certain restrictions on said Subject Property; and

**WHEREAS**, Key Royal is the successor in ownership to Albert F. Thomasson with respect to the Subject Property; and

**WHEREAS**, it is the intention of this Declaration that the covenants, conditions and restrictions contained herein shall control the use of Subject Property, and that all provisions of any prior agreement, including but not limited to, the Settlement Agreement, are without force and effect and are hereby superseded by this Declaration; and

**WHEREAS**, this Declaration is made and executed as a settlement to an actual and existing dispute between Key Royal and Horizon 280; and

**WHEREAS**, it is the expressed desire and intent of Key Royal that the covenants, conditions and restrictions set forth herein are imposed for the benefit of the owners of the Subject Property, and their heirs, successors and assigns (herein "Owners"), Horizon 280 and those other persons or entities owning or having an interest in real property as provided for herein; and

**WHEREAS**, it is the expressed desire and intent that the covenants, conditions and restrictions set forth herein shall be enforceable by Owners of Subject Property, and their heirs, successors and assigns, Horizon 280, its successors and assigns, and those other persons or entities owning or having an interest in real property as provided for herein, and that such enforcement may be by any means provided in equity or law, or as otherwise allowed under the laws of the State of Alabama;

**NOW, THEREFORE**, Key Royal, with the consent of Horizon 280, does hereby proclaim, publish and declare that the Subject Property described in Exhibit "A" shall be held, conveyed, hypothecated or encumbered, rented, used, occupied and improved subject to this Declaration, which shall run with the land and shall be binding upon Key Royal and upon all parties having or acquiring any right, title or interest in any part of Subject Property which is the subject of this Declaration.

**ARTICLE I  
DEFINITIONS**

Unless the context otherwise specifies or requires, the terms defined in Article I shall, as used in this Declaration, have the meanings herein set forth:

**Section 1.1 Declaration.** The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions.

BOOK 232 PAGE 309

*David B. Champlin*  
Balch & Bingham

**Section 1.2 Horizon 280.** The term "Horizon 280" shall mean and refer to Horizon 280 Association.

**Section 1.3 Key Royal.** The term "Key Royal" shall mean and refer to Key Royal Automotive Company, the declarant herein.

**Section 1.4 Landscaping.** The term "Landscaping" shall include, but not be limited to, all fences, screening, walls and barriers, retaining walls, hedges, windbreaks, plantings, planted trees, shrubs, bushes and flowers located on Subject Property.

**Section 1.5 Landscaping Buffer.** The term "Landscaping Buffer" shall mean that twenty foot (20') portion or strip of land on the northeast side of Subject Property lying adjacent to the U.S. Highway 280 right-of-way, said strip of land to run parallel to the southwest side of the U.S. Highway 280 East right-of-way for the length of the Subject Property, at least ten feet (10') of said Landscaping Buffer shall be located on the northeast side of Subject Property adjacent and parallel to the Highway 280 right of way with the remaining ten feet (10') of said Landscaping Buffer to be located on the U.S. Highway 280 East right of way, all as more particularly described, shown and indicated in Exhibit "D".

**Section 1.6 Lot.** The term "Lot" shall mean a fractional part of Subject Property as subdivided from time to time by Owners of said Property.

**Section 1.7 Owners.** The term "Owners" shall mean and refer to any persons or entity (whether one or more) that is the record owner of fee simple title in the Subject Property, or any Lot, excluding any entity or person who holds such interest as security for the payment of an obligation, but including any mortgagee or other security holder in actual possession of a lot.

**Section 1.8 Sign.** The term "Sign" shall mean and refer to any statement, device or contrivance, electric or nonelectric, upon or within which any poster, bill, bulletin, printing, lettering, painting, device or other advertising or communication of any kind whatsoever is used, placed, posted, tacked, nailed, pasted or otherwise fastened or affixed.

**Section 1.9 Subject Property.** The term "Subject Property" shall mean and refer to all the real property now or hereafter made the subject of this Declaration, or any position thereof, including all such real property described in Exhibit "A".

## **ARTICLE II** **COVENANTS, CONDITIONS AND RESTRICTIONS**

**Section 2.1 Signs.** No Sign or advertising device of any kind whatsoever shall be placed upon or above Subject Property except as provided herein.

The pole mounted site sign, located and situated on Lot 1 of Key Pointe Subdivision Plan as recorded in the Probate Office of Shelby County, Alabama, shall have a face area of a maximum of sixty (60) square feet and a contiguous merchandise sign shall be a maximum of forty (40) square feet, with sign height to be a maximum of twenty-four feet (24') above grade. The combined area of the building wall sign and the pole sign shall not exceed the aggregate area for said signage as set forth in the Horizon 280 Association Sign Guidelines which are attached hereto as Exhibit "B" and incorporated herein by reference.

The site sign, located and situated on Lot 2 of the Key Pointe Subdivision Plan as recorded in the Probate Office of Shelby County, Alabama, shall be a maximum of fourteen feet (14') wide and a maximum of twenty-four feet (24') high, and be of contiguous horizontal dimension from top to base. This double faced sign shall be constructed of the same opaque material as the opaque building walls with the firm identification placed on the upper sign face in neon to match the building face sign design and a lighted, recessed advertising sign with a maximum area of twelve (12) square feet on the lower sign face. Other signage on Lot 2 of said Key Pointe Subdivision Plan shall comply with the Horizon 280 Association Sign Guidelines, as set forth in Exhibit "B".

Except as otherwise herein provided, all Signs or other advertising devices of any kind whatsoever placed on or above Subject Property shall comply and be in accordance with Horizon 280 Associates Sign Guidelines which are attached hereto as Exhibit "B" and incorporated herein by reference.

**Section 2.2 Landscaping Buffer.** Except as otherwise herein provided, the Landscaping Buffer shall be landscaped in accordance with Horizon 280 Association's guidelines as set forth in Exhibit "C" attached hereto and as imposed and established for other property located on U.S. Highway 280 East, and a landscaping plan shall be submitted to Horizon 280 Association for approval prior to implementation. The Landscaping Buffer shall, in its entirety, be planted with a continuous hedge of perennial shrubs, and the entire surface area of the Landscaping Buffer shall be planted with grass sod. All Owners of Subject Property shall maintain the Landscaping Buffer, which is located or situated on such Owner's property or on the Highway 280 East right of way which adjoins or is contiguous to such Owner's property, in good condition including but not limited to the replacement of any plants, shrubs, trees or grass located thereon that fail to survive, in addition to ordinary and standard care.

**Section 2.3 Setback Lines.** Subject Property shall have a thirty-five foot (35') building set-back line from the front boundary of Subject Property along U.S. Highway 280 East as more specifically described and indicated in Exhibit "D".

**Section 2.4 Ingress/Egress.** Subject Property shall have a single way of ingress/egress to U.S. Highway 280 East.

**Section 2.5 Use.** The Subject Property shall be restricted to those certain permitted uses set forth for the Q-B-3 Community Business District pursuant to Ordinance Number 1389-G as adopted by the City Council of Birmingham on January 3, 1988 and approved by the Mayor of the City of Birmingham on January 6, 1988 (a copy of which is attached hereto as Exhibit "E"), and all uses permitted pursuant to said Q-B-3 Community Business District shall be permitted, excepting used car lots. Future amendments to said Birmingham Q-B-3 Community Business District shall not have the effect of modifying or amending this restriction unless an amendment to this Declaration is executed by the Owners and Horizon 280.

**Section 2.6 Lots.** The Subject Property may be subdivided into no more than four subdivision Lots.

**Section 2.7 Enforcement.** In the event of a violation or breach of any covenant, condition or restriction contained herein, the Owners of Subject Property, its or their heirs, successors and assigns, the Horizon 280 Association, its successors and assigns, any person or entity which owns or has an interest in real property which is adjacent to or contiguous with the Subject Property, and any person or entity which owns or has an interest in real property which is located or situated along the U.S. Highway 280 corridor within one-quarter (1/4) of a mile of the Subject Property, including but not limited to persons or entities owning or having an interest in real property which is located or situated on the East side of U.S. Highway 280 East, shall have the right to proceed at law or in equity to compel compliance with the terms and conditions hereof, to prevent a violation or breach of said covenants, conditions and restrictions, to sue for and recover damages or other dues, or take all such courses of action at the same time, or such other legal remedy it may deem appropriate. No failure or delay on the part of any aggrieved party to initiate an available remedy set forth herein shall be held to be a waiver of that party or an estoppel of that party or of any other party to assert any right available to him upon the recurrence or continuation of said violation or the occurrence of a different violation.

Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, but any person or entity entitled to enforce any provision hereof shall be entitled specifically to relief by way of injunction as well as any other available relief either at law or in equity.

**Section 2.8 Repeal of Prior Agreements.** This Declaration supersedes any and all prior agreements or understandings between Horizon 280 Association and its successors, agents and assigns and Key Royal Automotive Company, and its predecessors in interest, and without limitation of the foregoing replaces in its entirety such restrictions set forth in that certain Settlement Agreement dated June 17, 1986 between Horizon 280 Association and Albert F. Thomasson.

**Section 2.9 No Waiver.** The failure of any party entitled to enforce any of the covenants, conditions or restrictions contained herein shall in no event be considered a waiver of the right to do so thereafter, as to the same violation or breach or as to such a violation or breach occurring prior or subsequent thereto.

**Section 2.10 Certificates.** Upon request by any Owner of the Subject Property, Horizon 280 will review proposed landscaping, signage, and other construction plans pertaining to improvements to be made on the Subject Property, and upon determining that such plans comply with this Declaration, Horizon 280 will issue its certificate to that effect. A certificate of Horizon 280 regarding compliance with the Declaration may be relied upon by the Owners of Subject Property without further investigation or inquiry and shall be conclusively binding upon Horizon 280 and all parties entitled to enforce the restrictions contained herein to the extent that said landscaping, signage and other construction and improvements remain in compliance with the plans as approved by Horizon 280. Furthermore, from time to time as requested by Owners of Subject Property, Horizon 280 will issue estoppel certificates that may be relied upon by lenders and other interested parties certifying that improvements actually constructed on the premises were constructed in compliance with this Declaration.

IN WITNESS WHEREOF, KEY ROYAL AUTOMOTIVE COMPANY has caused this Declaration of Protective Covenants, Conditions and Restrictions to be executed by its duly authorized officer.

ATTEST:

KEY ROYAL AUTOMOTIVE COMPANY,  
a Delaware corporation

By: Patricia R. Mize  
Its Secretary  
*assistant*

By: John A. Richardson  
John A. Richardson, Its Chairman

HORIZON 280 ASSOCIATION hereby consents to this Declaration.

WITNESS:

Clay R. Darby

HORIZON 280 ASSOCIATION,  
an Alabama not-for-profit corporation

By Murray Kidd  
Murray Kidd, Its President

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that John A. Richardson, whose name as Chairman of KEY ROYAL AUTOMOTIVE COMPANY, a Delaware 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 this the 29<sup>th</sup> day of March, 1989

Patricia R. Mize  
Notary Public  
My commission expires: 7-23-89

[NOTARIAL SEAL]

STATE OF ALABAMA )

COUNTY OF Jefferson )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Murray Kidd, whose name as President of HORIZON 280 ASSOCIATION, an Alabama not-for-profit 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, \_\_\_\_, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 28<sup>th</sup> day of March, 1989

Joseph Michael Jackson  
Notary Public  
My commission expires: 6/26/91

[NOTARIAL SEAL]

**EXHIBIT "A"**

A parcel of land located in the NW 1/4 of the NW 1/4 of Section 36, Township 18 South, Range 2 West of Shelby County, Alabama and more particularly described as:

Beginning at the southwest corner of the NW 1/4; NW 1/4 Section 36, TWP 18 south; Ranger 2 West, thence northerly with the west line of said section 91.50 feet to a point; thence continuing northerly with said west line 525.12 feet to a point on the south line of U.S. Highway 280; thence southeasterly forming an interior angle counterclockwise from the previous course of  $62^{\circ}04'18''$ , and along the southerly right of way of Highway 280, 67.22 feet to a broken Right-of-Way Monument; thence northeasterly, forming an interior angle counterclockwise from the previous course of  $270^{\circ}00'00''$  a distance of 10.00 feet to a broken concrete right-of-way monument; thence southeasterly along the southerly right-of-way of Highway 280, a curve to the right having a radius of 2230 feet, a central angle of  $14^{\circ}06'56''$ , an arc length of 549.39 feet to a point (the chord of said curve forms an interior angle counterclockwise from the previous course of  $82^{\circ}56'31''$  and is 548.00 feet in length); thence southeasterly, forming an interior angle of  $86^{\circ}54'59''$  as measured counterclockwise from the chord previously mentioned 102.29 feet to a point; thence southwesterly but more southerly forming an interior angle of  $197^{\circ}56'45''$  as measured counterclockwise from the previous course, 61.16 feet to a point; thence westerly forming an interior angle of  $113^{\circ}17'25''$  as measured counterclockwise from the previous course, 128.43 feet to a point; thence southwesterly forming an interior angle of  $230^{\circ}58'17''$  as measured counterclockwise from the previous course, 173.59 feet to a point on the southerly line of the NW 1/4; NW 1/4 of Section 36-18-2 aforesaid; thence westerly forming an interior angle of  $124^{\circ}08'40''$  as measured counterclockwise from the previous course 199.08 feet to the point of beginning and containing 4.5545 acres of land.



# HORIZON 280 ASSOCIATION SIGN STANDARDS

## FREESTANDING SIGNS

Freestanding signs are supported from the ground by a structure and are not attached to a building. There are two types: a pole sign, and a ground sign. Their principal purpose is establishment identification.



24

SPECIAL  
DINNER  
\$2.50

POLE SIGN



### POLE SIGN

A pole sign is elevated high above ground level, typically on a pole or other structure.

Maximum Height ..... 24 feet above the grade of the frontage street.

Maximum Number ..... One for each premises regardless of the number of establishments.

Maximum Area ..... Internally illuminated—55 square feet.

Non-illuminated or indirectly illuminated—66 square feet.

Minimum Setback ..... No portion of the sign shall be nearer than 10 feet to any property line.

Advertising Message ..... Letters, symbols, and graphics of a pole sign should not occupy more than 40 percent of total sign area.

### GROUND SIGNS

Ground signs are low to the ground and are typically used to identify large buildings, institutions and real estate developments.

Maximum Height ..... 8 feet above normal ground level.

Maximum Number ..... One for each street frontage.

Maximum Area ..... Internally illuminated—66 square feet.

Non-illuminated or indirectly illuminated—80 square feet.

If setback is in excess of 50 feet from facing property line, maximum area may be increased 0.7 square feet for each additional foot of setback up to a maximum sign area of 150 square feet.

Minimum Setback ..... 15 feet from any property line.

Advertising Message ..... Letters, symbols, and graphics of a ground sign should not occupy more than 40 percent of total sign area.



GROUND SIGN

## MERCHANDISING SIGNS

Merchandising signs identify products or services available at an establishment and their prices. It should be mounted to the structure of a pole sign or to other permanent structure. It should not be placed on a moveable frame or wheels. It should conform to the following standards:

Maximum Height ..... 10 feet

Maximum Area ..... 12 square feet

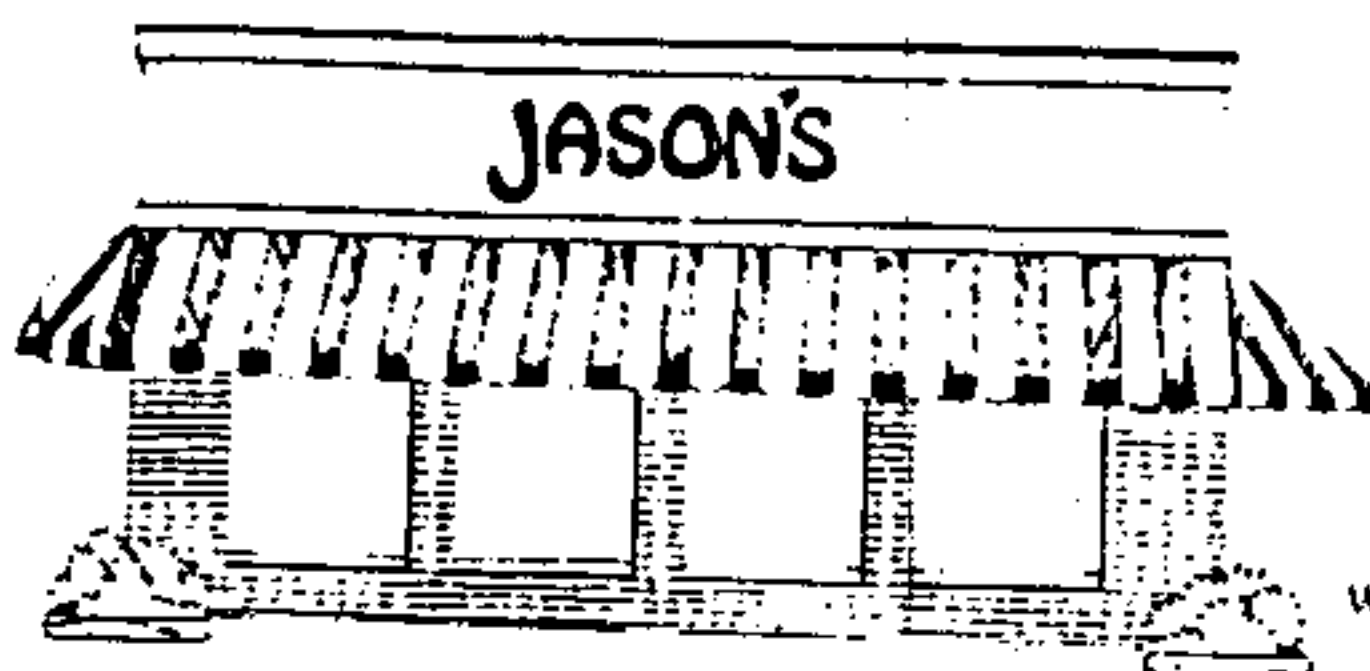
Minimum Setback ..... 10 feet from any property line or driveway.

Maximum Number ..... 1 for each establishment.

## EXHIBIT "B"

### WALL SIGNS

Wall signs are attached to the wall of a building and project out from such walls no more than 14 inches. The area of a wall sign includes that area within a continuous line enclosing all letters and graphic symbols of the sign.



**Maximum Height** 30 feet above the grade of the frontage street

**Maximum Area** For every foot of street frontage in excess of 300 feet, maximum sign area may be increased as follows:

0.14 square foot for internally illuminated signs, up to a maximum sign area of 96 square feet;

0.2 square feet for indirectly illuminated or non-illuminated signs up to a maximum sign area of 120 square feet

WALL SIGN

**Maximum Sign Area** No wall sign shall exceed an area equal to 15 percent of the area of the wall to which it is affixed.

No wall sign shall have an area greater than 150 square feet except that, if the sign has a setback greater than 50 feet from its frontage street, its area can be increased 1 square foot for each additional foot of setback up to a maximum of 450 square feet.

Where a sign is placed on a pitched roof, and below its ridge, it is considered a wall sign. The area of the roof will be considered part of total wall area.

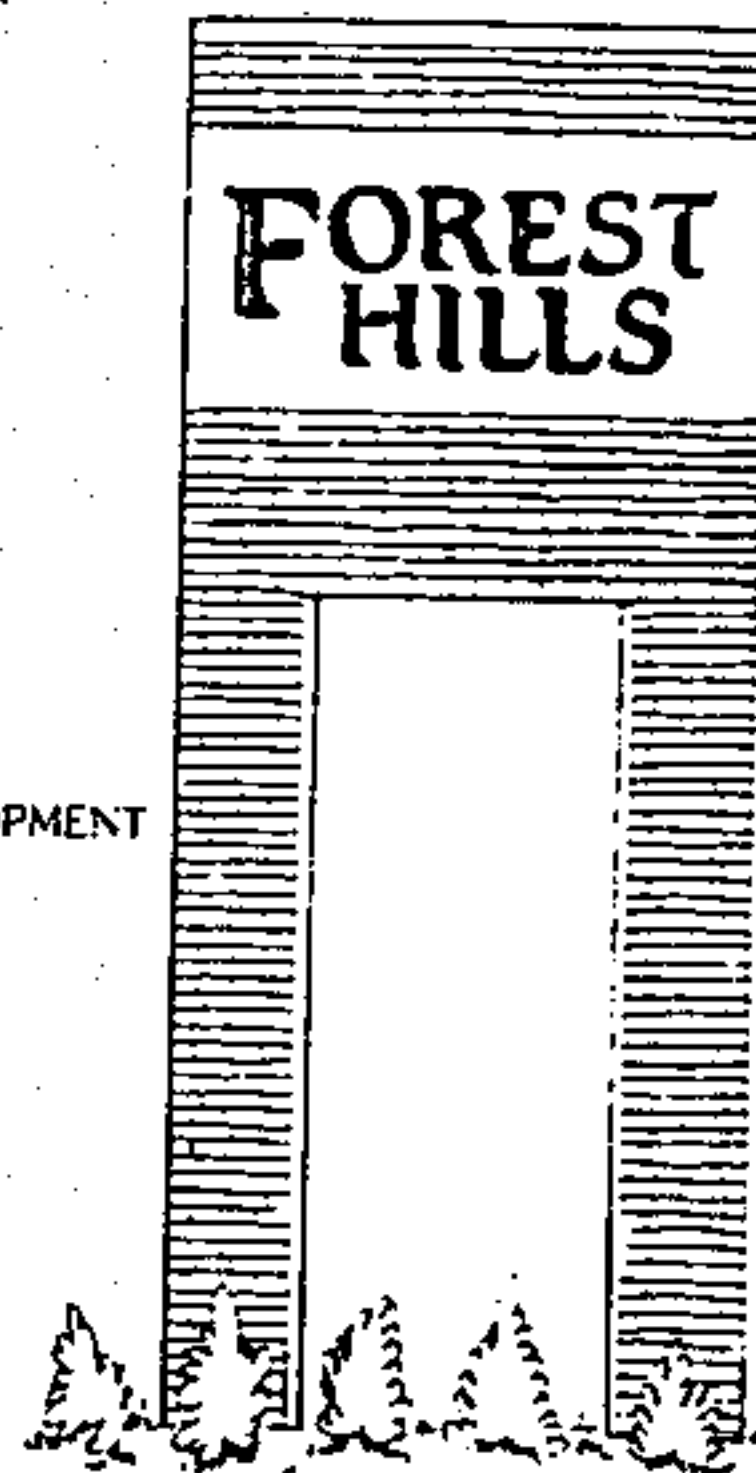
### TEMPORARY SIGNS

The use of temporary signs to advertise real estate developments or sales events, is discouraged and they should be promptly removed after their purpose has been served. They should conform to standards set forth for free standing signs except that, if they are pole signs, their height should be limited to 12 feet, and area size to 32 square feet.

### UNIFIED DEVELOPMENT SIGNS

Signs for unified developments, such as shopping centers, office parks, etc., should identify only the development, not individual tenants or establishments. If it is a wall sign, its area should not exceed 15 percent of that section of the wall to which it is attached and not exceed a maximum area of 450 square feet. If it is a free standing sign, it should conform to standards set forth for free standing signs except that, if the street frontage of the unified development exceeds 300 feet, such standards may be modified as follows:

UNIFIED DEVELOPMENT SIGN



### ADVERTISING GUIDELINE PROHIBITIONS

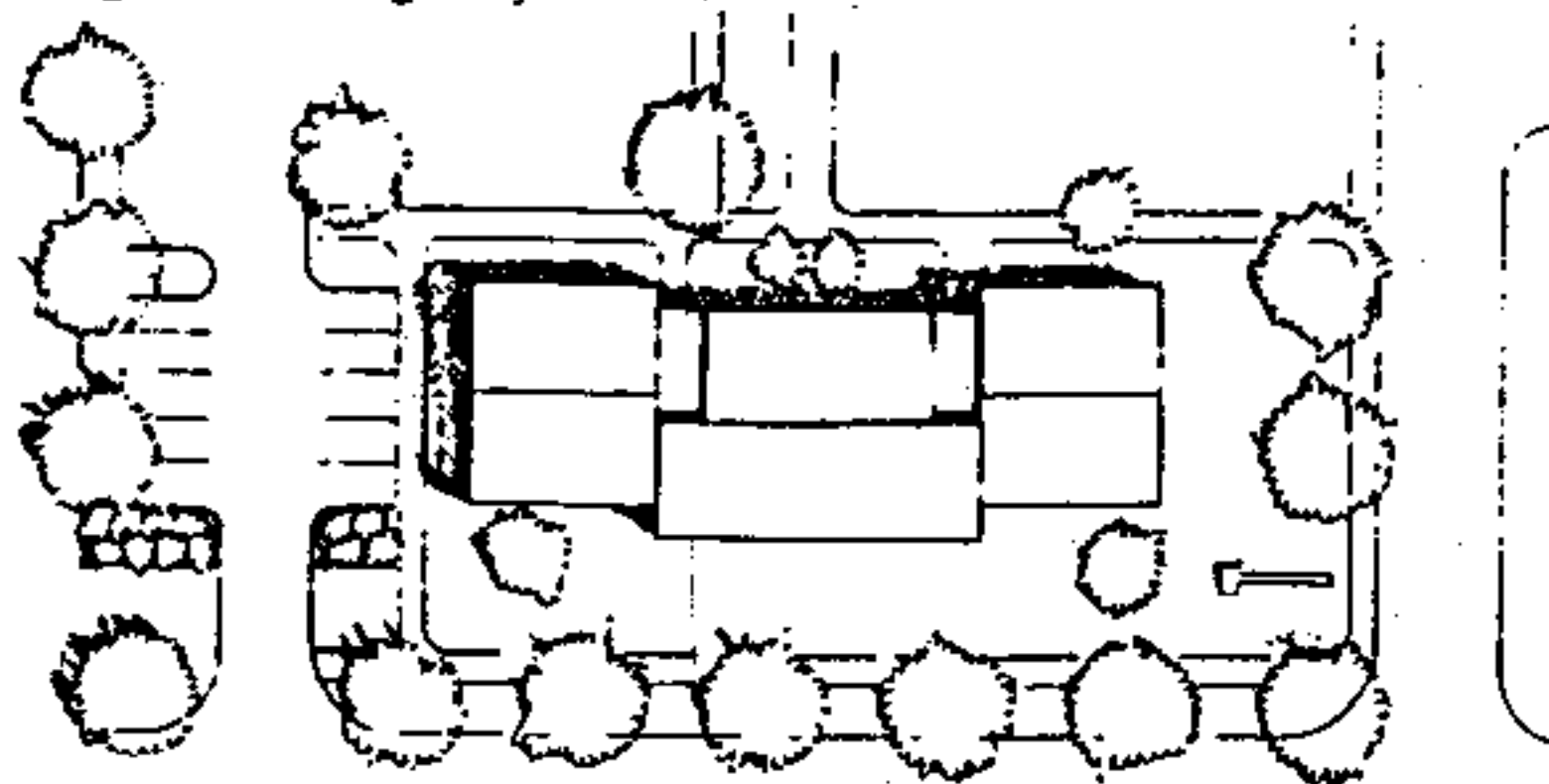
- ❑ General advertising signs and billboards that advertise a commodity or service not available on the premises on which the sign is erected.
- ❑ Roof signs or portions of other signs that extend above the highest elevation of a roof.
- ❑ Signs with intermittent, flashing or rotating lights, or with exposed light bulbs
- ❑ Pennants, banners, streamers and strings of spinning or fluttering devices except when appropriate for a temporary sales event or holiday.
- ❑ Projecting signs exceeding 8 square feet in area
- ❑ Signs mounted on wheels or other portable framework and other moveable signs

## EXHIBIT "C"

### SITE LANDSCAPE GUIDELINES

The association strongly recommends that all sites developed along U.S. 280 have the benefit of landscape plans prepared by a registered landscape architect. The cumulative effect of landscaping for individual developments, small and large, will have an important effect on corridor appearance. The planting of trees in parking lot islands, the screening of parking with low evergreen shrubs and the development of the highway edge as a continuous landscape element are mandated.

Any parking lots visible from U.S. Highway 280 shall have a plant screening buffer with plants a minimum 3 feet in height at maturity and no planting gaps exceeding 10 feet. Any building visible from U.S. Highway 280 shall be set back a minimum of 35 feet from the U.S. Highway 280 right-of-way line and shall have a landscaping buffer between the building and the highway surface.





പ്രതി  
പ്രതി

BURGER KING  
517 CANADA PARK CIRCLE  
BIRMINGHAM, AL. 35243

TACO BELL  
4625 HWY 280  
DALLAS, TX 75243

McDONALDS  
4723 CARRERA WILLE  
B'HAM, AL 35243

DATE: 10-10-49	
NO.	DESCRIPTION

SCALE: 1"=30'	
DATE: OCT 21, 1988	DESIGNED BY: B.H. & D.H.
DRAWN BY: K.R. WHEELER	CHECKED BY: D.H. & J.E.M.

**PERRY HAND & ASSOCIATES**  
**INCORPORATED**  
P.O. BOX 881  
PELHAM, ALA. 36124  
(205) 843-1500

FINAL PLAT FOR  
KEY POINTE  
SHOPPING CENTER

	教育、科学、文化省 <b>E-07</b>
	国立国会図書館蔵 E07

BOOK 232 PAGE 317

## KEY POINTS

RESOURCE MANAGEMENT  
PO BOX 43388  
BIRMINGHAM, AL 35243

VULCAN MATERIALS  
PO BOX 7497  
BRIMMICHAM, AL 35243

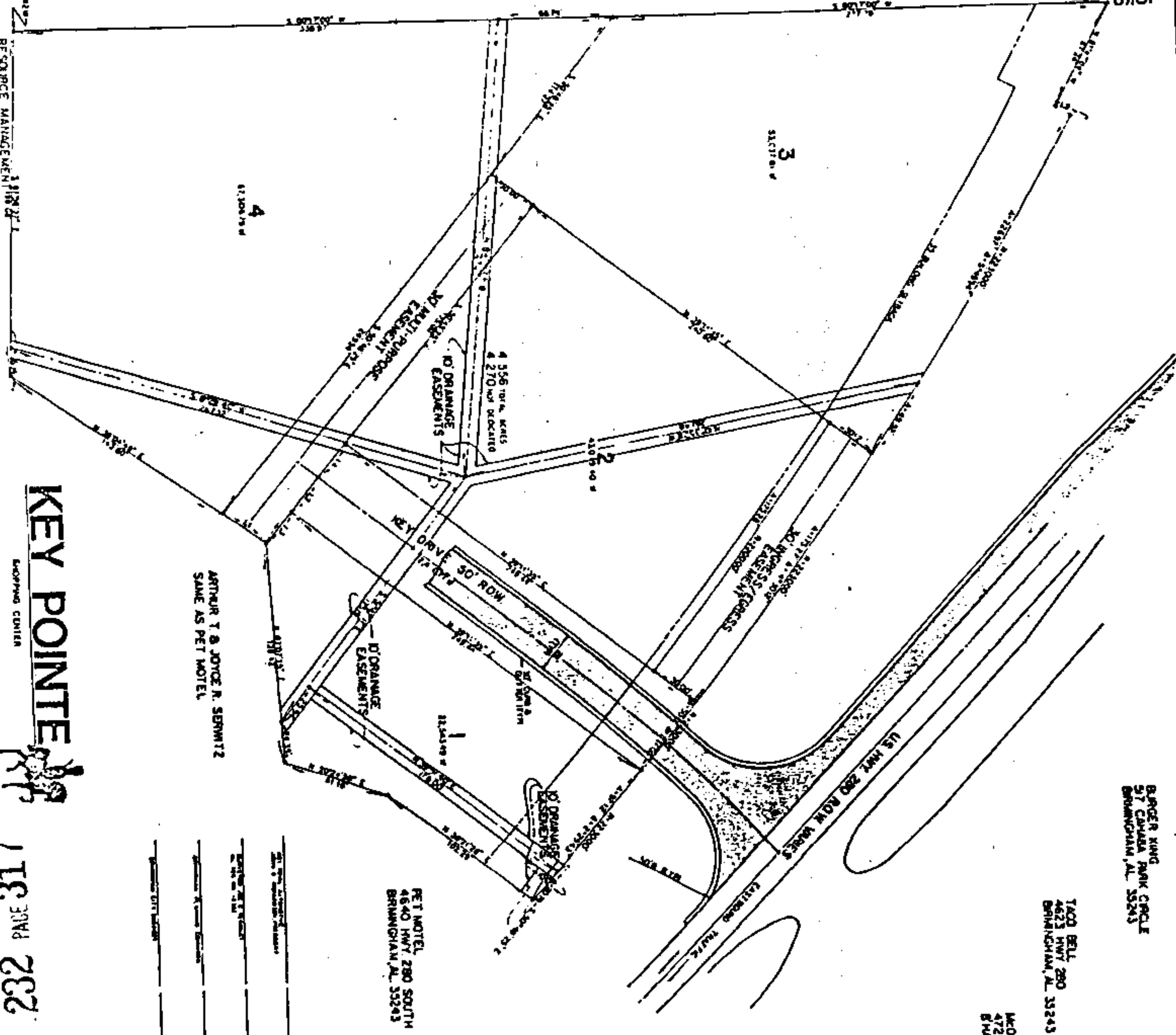
ARTHUR T. & JOYCE R. SEYMOUR  
SAME AS PET MOTEL.

PEI MOTEL,  
4640 HWY. 280 SOUTH  
BRUNNCHAM, AL. 35243

3

**4**  
**67, 106, 115 et**

GRAPHIC SCALE

[illegible]

## RECOMMENDATIONS

Z.A.C. RECOMMENDED

CASE NO. Z-76-88

ORDINANCE NO. 1389-G

AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF THE CITY OF BIRMINGHAM

BE IT ORDAINED By the City of Birmingham as follows:

Section 1. That the Zoning District Map of the City of Birmingham as described in Section 2, Article III of Chapter 57, General Code of the City of Birmingham of 1944, as amended, as reflected in Appendix A, General Code of the City of Birmingham of 1980, be and said Zoning District Map hereby is amended, by rezoning or redistricting the parcels of land hereinafter in this section described, so as to change such parcels from one class of districts to another class of districts as follows, to wit:

FROM B-2 SHELBY COUNTY ZONING

TO "Q" B-3 COMMUNITY BUSINESS DISTRICT \*

\* "Q" Conditions include all uses allowed under B-2 General Business District zoning and only Item No. 25 subsections A - F under B-3 Community Business District

Commence for the point of beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 18 South, Range 2 West; run thence North 00 degrees, 17 minutes, 00 seconds East for 616.76 feet to the Southern right of way of U. S. Highway No. 280; run thence South 61 degrees, 47 minutes, 03 seconds East along said right of way for 67.24 feet; run thence North 28 degrees, 12 minutes, 57 seconds East along said right of way for 10 feet; run thence in a Southeasterly direction along said right of way and a curve to the right having a radius of 2230.00 feet for an arc distance of 549.37 feet; run thence South 38 degrees, 21 minutes, 28 seconds West for 102.29 feet; run thence South 20 degrees, 24 minutes, 50 seconds West for 61.16 feet; run thence South 87 degrees, 07 minutes, 15 seconds West for 128.42 feet; run thence South 36 degrees, 04 minutes, 49 seconds West for 173.85 feet to the South line of the Northwest Quarter of the Northwest Quarter of said Section 36; run thence North 87 degrees, 56 minutes, 27 seconds West along said Quarter line for 199.08 feet to the point of beginning. Said land being in the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 36, Township 18 South, Range 2 West of the Huntsville Principle Meridian, Shelby County, Alabama, and containing 4.55 acres (proposed Key Pointe Subdivision)

Section 2. This ordinance shall become effective when published as required by law.

ADOPTED BY THE  
CITY COUNCIL OF  
BIRMINGHAM

JAN 03 '88

APPROVED BY THE  
MAYOR  
OR

JAN 06 '88

  
DON BAILEY  
CITY CLERK

EXHIBIT "E"

Article XIV. B-1 Neighborhood Business District.

Sec. 1. Generally.

The regulations set forth in this article or set forth elsewhere in this ordinance, when referred to in this article, are the regulations in the B-1 Neighborhood Business District. (Ord. No. 1830-F, 5A; Ord. No. 64-38, SE.)

Sec. 2. Use regulations.

A building or premises shall be used only for the following purposes:

1. Any use permitted in the R-5 Multiple Dwelling District, except row house projects.
2. Greenhouse having a retail outlet on the premises.
3. Bakery with sales of all bakery products at retail on the premises only; except, that catering services direct to consumer shall be permitted.
4. Barbershop, beauty shop, massage or similar personal service shops.
5. Catering shop, business, music, dancing, or similar school.
6. Dressmaking and tailoring; provided, that all work is done for individuals, at retail only, and on the premises.
7. Drugstore limited in size to that which is of service to the immediately surrounding neighborhood only.
8. Laundromat or shop for the delivery or picking up of laundry or dry cleaning.
9. Medical or dental office or clinic and other professional or business office.
10. Parking lot and storage or parking garage.
11. Restaurant or coffee shop; provided, that the serving of food or beverages to patrons waiting in parked automobiles shall not be permitted.
12. Retail store, limited in character and size to that which is of service to the immediately surrounding neighborhood only, except for any such use listed for the first time in the B-2 or B-3 districts.
13. Service station; except, no pump shall be located within fifty feet of a dwelling district, nor any portion of a structure within fifteen feet of a dwelling district.
14. Shoe repairing, repairing of household appliances and bicycles on an individual service call basis, and other uses of a similar character limited in size and nature to those which serve the immediately surrounding neighborhood.
15. Telephone exchange or outdoor public telephone booth.
16. Tourist home.
17. Utility installations.
18. Accessory structures and uses, including signs subject to the following conditions:
  - a. Signs shall pertain to goods, products or services sold or offered on the premises.
  - b. Signs shall be attached to a vertical surface of the building or extend not more than eighteen inches therefrom.
  - c. Such signs shall not exceed in the aggregate forty square feet of gross surface area for any lot having forty feet or less of street frontage. On lots having a frontage greater than forty feet, such sign or signs shall not exceed in the aggregate one square foot in area for each linear foot of principal street frontage, but in no case shall the aggregate area of such sign or signs exceed sixty square feet, provided, however, in developments consisting of two or more establishments each use shall

# EXHIBIT "E"

be allowed signs not to exceed the footage occupied by such establishment, but in no case to exceed sixty square feet.  
(Ord. No. 64-38,SE; Ord. No. 67-10; Ord. No. 74-38, SA.)

## Sec. 3. Area and dimensional regulations.

Except as provided in articles XXIII, XXIV and XXVI, the area and dimensional regulations set forth in the following table shall be observed.

Maximum Height of Structures Feet	Minimum Yards			Minimum Lot Area Per Family	Minimum Lot Width
	Front	Rear	Side		
35	25	None, except on the rear of a lot abutting a dwelling district, in which case there shall be a rear yard of not less than 20 feet.	None, except on the side of a lot abutting a dwelling district, in which case there shall be a side yard of not less than 6 feet.	5,000 square feet for single family dwellings. 2,500 square feet for two-family dwellings. 1,000 square feet for multiple dwellings or for dwelling units erected in connection with other uses.	50 feet when lot is used solely for dwelling purposes.

Yard regulations for dwellings are the same as in the R-7 Multiple Dwelling District

(Ord. No. 64-38,SE.)

## Sec. 4. Parking and loading regulations.

Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in article XXII.

EXHIBIT "E"

Article XV. B-2 General Business District.

Sec. 1. Generally.

The regulations set forth in this article or set forth elsewhere in this ordinance, when referred to in this article, are the regulations in the B-2 General Business District. (Ord. No. 1830-F, 5A.)

Sec. 2. Use regulations.

A building or premises shall be used only for the following purposes:

1. Any use permitted in the B-1 Neighborhood Business District; except that the limitations upon extent of service area shall not apply.
2. Signs or billboards located not closer than twenty-five feet to the side line of a dwelling district.
3. Automobile or trailer display and sales room.
4. Public garage.
5. Amusement or recreation service except drive-in theater or practice golf driving range.
6. Business, dancing or music school.
7. Display room for merchandise to be sold at wholesale.
8. Frozen food lockers.
9. Farm implement display and sales room.
10. Hotel, motel or motor court.
11. Hospital or clinic for animals, but not including open kennels.
12. Radio or television broadcasting station, studio or office.
13. Retail store or shop.
14. Self-storage structure.
15. Tavern or drive-in restaurant.
16. Undertaking establishment or mortuary.
17. Used car lot.
18. Bank or lending institution.
19. Utility service buildings.
20. Medical or dental laboratory.
21. The following uses provided all materials stored and all work done on the premises is done within a building.
  - a. Dyeing and cleaning establishment or laundry; provided pickup or delivery of clothing is not made to other pickup points.
  - b. Painting decorators.
  - c. Radio or television repair shop.
  - d. Dressmaking, millinery, or tailoring establishment.
  - e. Upholstering shop, not involving furniture manufacturing.
  - f. Any other general service or repair establishment of similar character.
22. A shopping center or facility composed of any one or more of the foregoing uses or any combination thereof.
23. Accessory structures and uses.



# EXHIBIT "E"

## Sec. 3. Area and dimensional regulations.

Except as provided in articles XXIII, XXIV and XXVI, the area and dimensional regulations set forth in the following table shall be observed:

Maximum Height of Structures Feet	Front	Minimum Yards Rear	Side	Minimum Lot Area Per Family	Minimum Lot Width
75	None, except where the frontage between two intersecting streets as partly in an "E" or "R" district the front yard requirements of the "E" or "R" district shall apply to the "B" district.	None, except on the rear of a lot abutting a dwelling district, in which case there shall be a <del>20</del> yard of not less than 8 feet. 20	None, except on the side of a lot abutting a dwelling district, in which case there shall be a side yard of not less than 6 feet.	5,000 square feet for single family dwellings. 2,500 square feet for two-family dwellings. 1,000 square feet for multiple dwellings or for multiple dwelling units erected in connection with other uses.	50 feet when lot is used solely for dwelling purposes.

Height and yard regulations for dwellings are the same as in the R-6 Multiple Dwelling District, except that no dwelling may be erected above a height of 6 stories or 75 feet.

(Ord. No. 67-45.)

## Sec. 4. Parking and loading regulations.

Off-street parking and loading spaces shall be provided in accordance with the requirements for specific uses set forth in article XXII.

EXHIBIT "E"

Article XVI B-3 Community Business District

Sec. 1. Generally.

The regulations set forth in this article or set forth elsewhere in this ordinance, when referred to in this article, are the regulations in the B-3 Community Business District.

Sec. 2. Use regulations.

A building or premises shall be used only for the following purposes:

1. Retail store.
2. Restaurant (including drive-in restaurant) or tavern.
3. Automotive, farm implement or trailer display or sales.
4. Service station; except, no pump shall be located within fifty feet of a dwelling district nor any portion of a structure within fifteen feet of a dwelling district.
5. Hardware or building material sales.
6. Hotel or motel.
7. Amusement or recreation service, such as theater, dance hall or bowling alley.
8. Laundry, dry cleaning or dyeing plant.
9. Personal service shop, such as barbershop or beauty shop, photographic studio or massage establishment.
10. Business service shop, such as blueprinting, accounting, duplicating or employment agency.
11. Business, music or dancing school.
12. Office.
13. Repair service for such items as radios, televisions, shoes, watches or jewelry.
14. Bank or lending institution.
15. Parking lot or garage.
16. Automotive, farm implement or trailer repair or servicing.
17. Radio or television broadcasting station, studio or office.
18. Undertaking establishment or mortuary.
19. Wholesale establishment, including storage and display.
20. Carpentry, painting, plumbing, tinsmithing, and electrical shops; provided, that all work on the premises is done within a building, and all materials are stored in a building.
21. Testing or research laboratory.
22. Millinery, dressmaking or tailoring.
23. Signs or billboards.
24. Printing or engraving.
25. Light manufacturing limited to the following:
  - a. Furniture.
  - b. Jewelry.
  - c. Cosmetics.
  - d. Candy.
  - e. Fur goods, except tanning or dyeing.
  - f. Medical, dental, or drafting instruments.
  - g. Optical equipment, clocks, watches and similar precision instruments.
26. Other manufacturing, processing, fabricating or assembling operations which do not create any objectionable noise, vibrations, smoke, dust, odor, heat or glare, but only when the manufacturing, processing, fabricating, or assembling is incidental to a retail business conducted on the premises.

# EXHIBIT "E"

27. Mini-Warehouse.
28. Single, Two-Family, or Multiple Dwelling (jointly with other uses or as a principal use).
29. Church, hospitals or other insititutions, but not including mental hospitals or penal institutions.
30. Private club or lodge.
31. Public buildings.
32. Parks.
33. Telephone exchange or outdoor public telephone booth.
34. Utility installation or service buildings.

## Sec. 3. Area and dimensional regulations.

Except as provided in articles XXIII, XXIV and XXVI, the area and dimensional regulations set forth in the following table shall be observed:

Maximum Height of Structures		Minimum Yards		Minimum Lot Area	Minimum Lot
Feet	Front	Rear	Side	Per Family	Width
None	None	None, except on the rear of a lot abutting a dwelling district, in which case there shall be a rear yard of 15 feet.	None, except on the side of a lot abutting a dwelling district, in which case there shall be a side yard of 5 feet.	350 square feet for multiple dwellings or for dwelling units erected in connection with other uses.	50 feet. when lot is used solely for dwelling purposes.

STATE OF ALA. SHERIFF  
I CERTIFY THIS  
INSTRUMENT WAS FILED

89 MAR 29 AM 11:40

*Thomas H. Jones, Jr.*  
JURY OF PROBATE

## RECORDING FEES

Recording Fee	\$ 40.00
Index Fee	1.00
TOTAL	41.00

Height and yard regulations for dwellings are the same as in the R-7 Multiple Dwelling District.

(Ord. No. 67-45.)

## Sec. 4. Parking and loading regulations.

Off-street parking spaces shall be provided in an amount equal to one half the requirements of article XXII. Off-street loading spaces shall be provided in accordance with the requirements of article XXII.