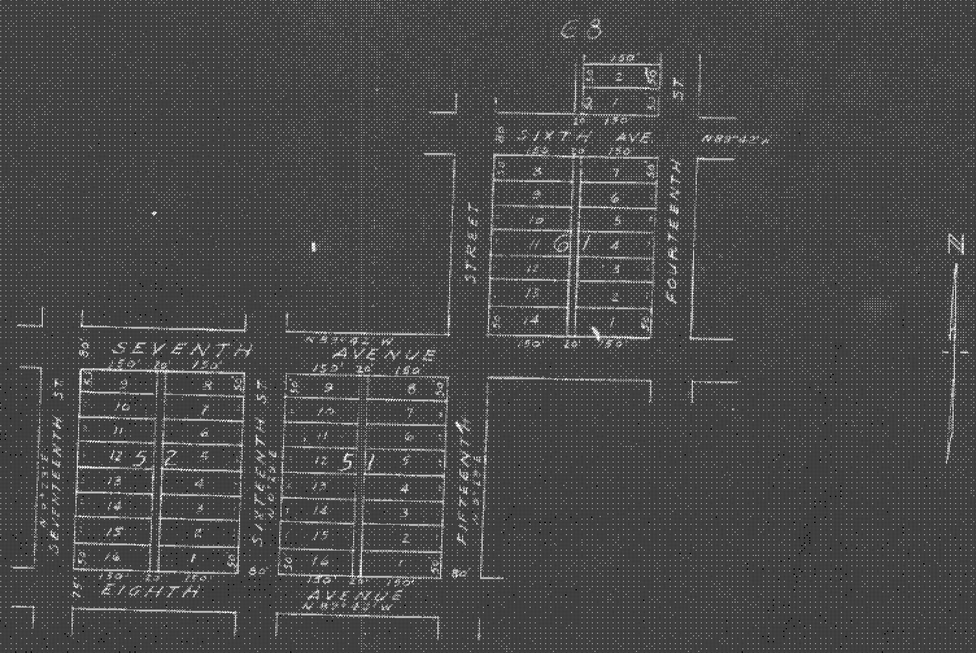
PLAT OF CALERA HEIGHTS

BEING BLOCKS 51, 52, 61, AND LOTS 1 & 2 OF BLOCK 68
DUNSTON'S MAP OF
CALERA, ALABAMA

APRIL 1954

BY
MINCH, KERSHAW & CRUMP
ARCHITECTS & ENGINEERS
MONTGOMERY, ALABAMA

SCALE: 1" = 200'



STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, STOTT N. CRUMP, A REGISTERED CIVIL ENGINEER AND LAND SURVEYOR OF MONTGOMERY, ALABAMA, HEREBY CERTIFY THAT I HAVE SURVEYED THE PROPERTY SHOWN ON THIS PLAT AND THAT THE PLAT IS TRUE AND CORRECT: THAT ALL LOT CORNERS ARE MARKED WITH IRON PINS AND THAT THEY ACTUALLY EXIST.

THIS THE 9TH DAY OF APRIL, 1954.

Stott N. Crump
ALABAMA REG. ENGINEER #1031

STATE OF ALABAMA)
MONTGOMERY COUNTY)

THE CAPITOL REAL ESTATE, INC., OWNERS OF THE PROPERTY SHOWN ON THIS MAP, ACTING BY AND THROUGH ITS PRESIDENT AND SECRETARY, HEREBY JOIN IN AND SIGN THE FOREGOING SURVEYOR'S CERTIFICATE AND ADOPT THE MAP ON THIS 12th DAY OF April, 1954.

H. N. Roberson
PRESIDENT

Nelson Low
SECRETARY

STATE OF ALABAMA)
MONTGOMERY COUNTY)

I, James G. Ellis, A NOTARY PUBLIC, IN AND FOR SAID COUNTY IN SAID STATE, DO HEREBY CERTIFY THAT H. N. Roberson, WHOSE NAME AS PRESIDENT, AND Nelson Low, WHOSE NAME AS SECRETARY OF CAPITOL REAL ESTATE, INC., A CORPORATION, ARE SIGNED TO THE FOREGOING PLAT AND WHO ARE KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THIS PLAT OR INSTRUMENT, THEY, AS SUCH OFFICERS, AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS THE ACT OF SAID CORPORATION.

GIVEN UNDER MY HAND THIS 12th DAY OF April, 1954.

James G. Ellis
NOTARY PUBLIC, MONTGOMERY COUNTY, ALABAMA.

PROTECTIVE COVENANTS

1. 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 detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than $4,500.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet for a one-story dwelling, nor less than 600 square feet for a dwelling of more than one story.

4. 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 25 feet to the front lot line, or nearer than 8 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that a 3-foot minimum side yard shall be required for a garage or other permitted accessory building located 40 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7500 square feet.

6. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

7. 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.

8. 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.

9. SIGNS. No sign 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.

10. 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.

11. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

GENERAL PROVISIONS

1. 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.

2. 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 recover damages.

3. SEVERABILITY. INVALIDATION 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.

STATE OF ALABAMA
SHELBY COUNTY

FINAL APPROVAL OF THE ABOVE PLAT IS HEREBY GIVEN, THIS THE 12th DAY OF April, 1954

TOWN OF CALERA ALABAMA

O. C. Evans
Mayor

STATE OF ALABAMA }
SHELBY COUNTY }

I, C. C. Walker, Judge of Probate hereby certify that the within Map was filed in this office for record the 12 day of April 1954 at 2 o'clock P. M. and recorded in Map Record 2 pg. 127 and examined ..... as to the Mortgage Tax of $ ..... Deed Tax of $ ..... has been paid.

C. C. Walker
Judge of Probate

Fees $ .....

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