

STATE OF ALABAMA X

SHELBY COUNTY X

5829

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Calera Northwest, Inc., a corporation, is the owner of the following described lots and parcels of land lying and being in Shelby County, Alabama:

Lots 10, 11, 12, 13 and 14 in Block 67;  
Lots 3 to 8, both inclusive, in Block 68;  
All of Block 69;  
All of Block 70, except Lots 9 to 16, both inclusive;  
All of Block 71;  
Lots 5, 6, 7, 8, 9, 10, 14, 15 and 16 in Block 73;  
Lots 2 to 12, both inclusive, in Block 74;  
Lots 1 to 11, both inclusive, in Block 75;  
All of Blocks 77, 78 and 79;  
Lots 9, 10, 11, 12, 13, 14 and 16 in Block 80;  
Lots 2 and 3, Block 84;  
Lots 9 to 16, both inclusive, in Block 87;  
All of Block 88;  
Lots 9 to 16, both inclusive, in Block 89;  
All of Blocks 90, 91, 92, 93 and 94;  
Lots 9 to 16, both inclusive in Block 96;  
All of Blocks 107, 108 and 109;

All above are according to J. H. Dunstan's map of the Town of Calera, Alabama, which map is on file in the Probate Office of Shelby County, Alabama.

WHEREAS, the said corporation is desirous of establishing certain building restrictions and limitations applicable to these lots in said J. H. Dunstan's map of the Town of Calera, Alabama.

NOW THEREFORE, the undersigned does hereby adopt the following building restrictions and limitations which shall be applicable to these lots which building restrictions and limitations are as follows:

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.

DWELLING SIZE. No dwelling shall be permitted on any lot with less than the minimum square feet of floor area. The minimum ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 800 square feet for a one-story dwelling, nor less than 700 square feet for a dwelling of more than one story.

BUILDING LOCATION. All buildings shall be located on lots conforming with restrictions, building and zoning ordinances of the Town of Calera, Alabama.

LOT 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.

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.

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.

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.

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 structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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

GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground

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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.

SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, 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.

SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six 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 tree 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.

LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

GENERAL PROVISIONS:

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.

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.

SERVERABILITY. 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.

IN WITNESS WHEREOF, the said Calera Northwest, Inc., a corporation, by John G. Dearborn, its President, who is duly authorized to execute this instrument, has hereto set its signature and corporate seal, this the 18th day of September, 1961.

CALERA NORTHWEST, INC.

By John G. Dearborn  
President

ATTEST:

L. C. Wood

STATE OF ALABAMA  
JEFFERSON COUNTY

I, the undersigned Notary Public in and for said County in said State, hereby certify that John G. Dearborn, whose name as President of the Calera Northwest, Inc., a 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 and official seal this 18th day of September, 1961.

Marquitta P. Hayes  
Notary Public

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 9-20 1961  
RECORDED & \$ 3.00 MTG. TAX  
& \$ 1.00 DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

Conrad M. Fowler  
JUDGE OF PROBATE

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