

STATE OF ALABAMA )  
SHELBY COUNTY )

C 221

RESTRICTIONS OF SURVEY OF ALTADENA VALLEY,  
COUNTRY CLUB SECTOR,  
SHELBY COUNTY, ALABAMA

WHEREAS, Suburban Homes, Inc. is the owner of all of the property embraced in the survey of Altadena Valley, Country Club Sector, as said subdivision is recorded in Map Book 4, Page 71, in the Office of the Judge of Probate, Shelby County, Alabama; and

WHEREAS, the said owner desires to fix and establish certain restrictions as to the use and enjoyment of all of the parcels of land located in said survey of Altadena Valley, Country Club Sector, as said lots are laid down and plotted on said plot and thereby protect all persons, firms or corporations that may have in the future any interest in said parcels of land or any part thereof.

NOW, THEREFORE, Suburban Homes, Inc. does by these presents fix and establish the protective covenants and restrictions as to the future use of the plots or parcels of land located in said survey of Altadena Valley, Country Club Sector to Shelby County, Alabama, as follows:

1. Each lot in said subdivision shall be known and described as a residential lot and no structure shall be erected, altered or placed or permitted to remain on such lot other than a single family dwelling, not to exceed two and one-half stories in height and a private garage or carport for not less than two cars.

2. No building shall be located or placed nearer to the front lines of the lots than Thirty-five (35) feet. No building shall be located or placed nearer to the side lines of the lots than fifteen percent (15%) of the width of the front building line.

3. No noxious or unlawful activity or trade of any kind shall be carried on on said lots nor shall anything be done thereon which shall cause or may become an annoyance or nuisance to the neighborhood.

4. No trailers, basements, shacks, tents, garage, barn or other out-building shall be erected on said lots for use either temporarily or permanently as a residence nor shall any type of building whatsoever of temporary character be used as a residence.

5. Easement for drainage is reserved as shown on the recorded plot over such portions of such lots as set forth on the recorded plot.

6. No dwelling shall be erected on the said property having or containing less than 1,400 square feet of residential living area, excluding porches, carports and/or garages.

7. No dwelling shall be erected on said property other than masonry veneer dwellings or such other materials as shall be approved by the Building Committee as hereinafter set forth. Except that for purposes of this provision the building material known as concrete block shall not be considered a masonry veneer.

8. All zoning restrictions and regulations of Shelby County, Alabama shall be observed in the use and occupation of said lots.

9. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings except with the consent of Suburban Homes, Inc.

10. Suburban Homes, Inc. shall from time to time set up by resolution of its Board of Directors a Building Committee and all plans and specifications of residences on any lot in said subdivision shall be first filed and approved by the Building Committee so established before any construction is commenced. Said Building Committee shall have the authority to require notifications and changes in plans and specifications to insure the conformity of the dwelling

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to be constructed with the minimum requirements for dwellings in said subdivision.

11. These restrictions shall run with the land for a period of 20 years from the date hereof and shall be enforceable by the grantors and by all owners of the lots in said subdivision.

12. The invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions of these restrictions.

13. Enforcement may be by proceedings in law or in equity against any person, firm or corporation violating or attempting to violate any of the covenants or restrictions, either to restrain the violation or to recover damages.

14. No animals are to be allowed except domestic pets and specifically no horses are to be allowed.

15. The owner herein reserves the right to modify, waive, release and/or void said building limitations and restrictions.

IN WITNESS WHEREOF, Suburban Homes, Inc. has executed these presents on this the 25th day of April, 1962.

SUBURBAN HOMES, INC.

By

  
President

STATE OF ALABAMA )  
SHELBY COUNTY )

I, the undersigned, a Notary Public in and for said State and County hereby certify that J. B. Stone, whose name as President of Suburban Homes, 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 said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 25th day of April, 1962.

*Margaret Stone*  
Notary Public  
My Commission Expires August 24, 1963

STATE OF ALABAMA  
I CERTIFY  
WAS FILED ON 8/27/64  
RECORDED  
& \$  
PD. ON THE  
CLERK OF PROBATE