

STATE OF ALABAMA)
SHELBY COUNTY)

6702

RESTRICTIONS OF BUTTE WOODS RANCH ADDITION
TO ALTADENA VALLEY, SHELBY COUNTY, ALABAMA

WHEREAS, Suburban Homes, Inc. is the owner of all of the property embraced in the survey of Butte Woods Ranch Addition to Altadena Valley as said subdivision is recorded in Map Book 5 at Page 1, 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 Butte Woods Ranch Addition to Altadena Valley 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 Butte Woods Ranch Addition to Altadena Valley, 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 fifty (50) 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 or twenty-five feet, whichever is lesser.

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 plat. The ten foot easement skirting the outside perimeters of this subdivision and the easement running along the banks of the Cahaba River and the thirty-foot easement common to lots 8, 9, 10, 35 and 36 shall be additionally used as horse riding trails exclusively by residents of this subdivision and cannot be blocked or obstructed in any manner.

6. No dwelling shall be erected on the said property having or containing less than 1,800 square feet of residential living area, excluding porches, carports and/or garages. Any dwelling having residential living area on more than one story, must contain at least 1,200 square feet of residential living area on at least one of the stories.

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 and other auxiliary structures to be built 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 modifications and changes in plans and specifications to insure the

conformity of the dwelling 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. The building of all fences shall be subject to approval of the building committee.

15. No animals are to be allowed except domestic pets, horses and ponies. The placement and construction of all buildings and facilities for housing and care of horses and ponies shall be subject to approval of the Building Committee.

16. Anyone purchasing a lot from the owner must build a residence on the lot within twelve months from the date of purchase. If the purchaser fails to build a residence on his lot within the specified period, he agrees to list the lot for sale exclusively until sold at the price he paid for the lot with Ralph Sanderson Realty Company, Inc.

17. 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 14th day of September, 1964.

SUBURBAN HOMES, INC.

By:

Ralph Sanderson
Vice-President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned, a Notary Public in and for said State and County hereby certify that Ralph Sanderson, whose name as Vice-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 14th day of September, 1964.

Margaret Sharp
Notary Public

My Commission Expires August 12, 1968

