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COVENANTS OF THE "COUNTRY CLUB ESTATES"

STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, that whereas, Philip J. Kyser, of Montevallo, Alabama, is the owner and is in possession of the following described lands situated and being in the City of Montevallo, Alabama, in the County of Shelby, and being known as the "Country Club Estates", to-wit:

Begin at the northwest corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, Township 22 South, Range 3 West, thence run east along the north line of said  $\frac{1}{4}$ - $\frac{1}{4}$  Section a distance of 330.69 feet to the southeast corner of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20; thence turn an angle of 92 deg. 07 min. to the left and run north along the east line of the W $\frac{1}{2}$  of the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20 a distance of 969.57 feet to the south line of a lot known as and called the Joe DeJarnett Lot; thence turn an angle of 90 deg. 23 min. to the right and run along the south line of the Joe DeJarnett lot a distance of 275.37 feet to the west margin of the Tuscaloosa-Montevallo Road; thence turn an angle of 96 deg. 05 min. to the left and run a distance of 353.33 feet to a point on the north line of Section 20 that is 572.37 feet east of the northwest corner; thence turn an angle of 97 deg. 52 min. to the right and run along the north line of Section 20 a distance of 711.77 feet to a point on the west R.O.W. line of the Montevallo-Dogwood Highway that is 42.62 feet west of the northeast corner of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20; thence turn an angle of 87 deg. 52 min. to the right and run along the west R.O.W. Line of the Montevallo-Dogwood Highway a distance of 697.26 feet to R.O.W. marker PT Station 15 plus 47.2; thence turn an angle of 2 deg. 46 min. to the left and run a distance of 162.80 feet to a point on the west R.O.W. of the Montevallo-Dogwood Highway; thence turn an angle of 78 deg. 01 min. to the right and run a distance of 329.64 feet to a point on the northeast margin of the Tuscaloosa-Montevallo Road; thence turn an angle of 117 deg. 31 min. to the left and run along the northeast margin of the Tuscaloosa-Montevallo Road a distance of 135.47 feet; thence turn an angle of 3 deg. 20 min. to the left and run along the northeast margin of the Tuscaloosa-Montevallo Road a distance of 364.46 feet to a point on the east line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20; thence turn an angle of 45 deg. 41 min. to the right and run along the east line of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20 a distance of 30.00 to the southeast corner; thence continue south along the east line of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 20, a distance of 637.64 feet to the north R.O.W. line of the Montevallo-Aldrich Highway; thence turn an angle of 92 deg. 03 min. to the right and run along the arc of a curve (whose radius is 1961.96 feet, Delta Angle is 6 deg. 48 min. Tan. Distance is 116.56 feet. Arc Distance is 232.85 feet) to the P.T. Sta 37 plus 90.3; thence turn an angle of 3 deg. 24 min. to the left and run a distance of 211.60 feet to the P.C. Sta 40 Plus 01.9 thence turn an angle of 20 deg. 51 min. to the left and run along the arc of a curve (whose radius is 756.79 feet. Delta Angle is 41 deg. 42 min. Tan. Distance is 288.23 feet arc distance is 550.79 feet) to the P.T. Sta. 45 Plus 23.1; thence turn an angle of 20 deg. 51 min. to the left and run a distance of 327.30 feet to the P.C. Sta. 48 plus 50.5; thence turn an angle of 9 deg. 55 min. to the right and run a distance of 162.90 feet to a point on the north R.O.W. line of the Montevallo-Aldrich Highway and the west line of Section 20; thence turn an angle of 122 deg. 58 min. to the right and run along the west line of Section 20 a distance of 1196.44 feet to the northwest corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  and the point of beginning; situated in the W $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 20, Township 22 South, Range 3 West and containing 49.81 acres, situated in Shelby County, Alabama.

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Whereas, Philip J. Kyser has caused the above described tract of land to be surveyed by Floyd Atkinson, a competent surveyor, into lots and a plat or a map thereof has been made by such surveyor showing streets, alleys and public grounds, together with the bearings, length, width and the name of each street as well as the number of each lot and block and showing the relation of the land platted or mapped to the Government Survey; and that said plat has been duly certified by the said Floyd Atkinson, the surveyor making such survey, which certificate has been duly signed by said surveyor, and also by Philip J. Kyser, the owner of said land, and by Vera Mae Kyser, as the wife of Philip J. Kyser, and such certificates have been acknowledged and said subdivision has been designated by said persons as "Country Club Estates"; and said map of said subdivision known as "Country Club Estates" is recorded in Map Book 5 Page 4 in the office of the Judge of Probate of Shelby County, Alabama; and

Whereas, Philip J. Kyser designates and restricts all lots therein as residential lots, and covenants that each lot in each block in said "Country Club Estates" is to be conveyed by the owner thereof subject to the following covenants and restrictions which are to be recorded in the office of the Judge of Probate of Shelby County, Alabama, and it is an expressed condition of this instrument that neither Philip J. Kyser nor his successors or assigns, heirs, administrators or executors, being the owner of the above described lands or any part, or parts, thereof, shall or will, at any time hereafter, cause or procure, or permit to be erected or maintained upon any part or parts of the land and premises hereinabove described any building or buildings, except such as shall conform to the terms and conditions of the hereinafter named covenants and conditions and that the said Philip J. Kyser further covenants that neither he nor his successors or assigns, heirs, administrators or executors, shall at any time, erect or permit any building or buildings upon any part of said heretofore described land, to be erected in violation of the terms of the following covenants, namely:

1. All lots in the above described tract shall be known and designated as residential lots.

2. No structures shall be erected, altered, placed or permitted to remain on any residential building 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 and other appropriate outbuildings.

3. That the main body of any building erected shall not be located nearer to the front lot line or nearer to the side street line than the building

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set back lines shown on the recorded plat of "Country Club Estates" subdivision. In any event the main body of the building shall not be located on any residential building plot nearer than 30 feet to either the front lot line, or the side Street line, or nearer than 10 feet to any side lot line. The main body of a building as used herein refers to the main or principal outer wall of the building exclusive of porches, chimneys, stoops, eaves or similar minor projections.

4. No residential structure shall be erected or placed on any building lot, unless said lot has a width of 75 feet, <sup>or</sup> more, at the front lot line.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance, or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other building erected in said "Country Club Estates" shall, at any time, be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. No dwelling costing less than \$10,000.00 shall be permitted on any lot in said "Country Club Estates". The ground floor area of the main structure, exclusive and excepting, open porches and garages, shall not be less than 1000 square feet in the case of a one story structure, nor less than 900 square feet in the case of a one and one-half, two or two and one-half structure. Easements affecting the entire "Country Club Estates" are hereby reserved, as shown on the map of said "Country Club Estates", for the installation and maintenance of storm sewers, electric poles, telephone poles, water mains, or any other utility easement that may be needed.

8. Any easement is required to allow the utilities to place poles and anchors on or within two feet of the inside property line.

9. No farm animals or domestic fowl shall be kept or maintained on any residential building lot.

10. No person or persons shall be permitted to dump garbage, trash or sewage on lots <sup>or</sup> in drains within "Country Club Estates".

11. It is expressly understood and agreed that the covenants herein set forth shall attach to and run with the lands described herein and as surveyed and platted in said "Country Club Estates", and shall be binding on all parties claiming under Philip J. Kyser or his successors or assigns, heirs, administrators or executors until the 31<sup>st</sup> day of March, 1975, at which

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time the said covenants shall be automatically extended for successive periods unless of 10 years/by vote of a majority of the then owners of the lots described in said "Country Club Estates", it is agreed to change said covenants in whole or in part.

12. It is further expressly understood and agreed that the covenants set forth therein on "Country Club Estates, shall attach to and run with all the lots and parcels of lands surveyed and platted in "Country Club Estates" and it shall be lawful not only for Philip J. Kyser, but for his successors and assigns in title, or his heirs, executors or administrators, to institute and prosecute proceedings in law or in equity against the person or persons violating or threatening to violate the covenants or any part thereof set forth herein; and that said covenant may be proceeded on for an injunction and for specific execution thereof against such person or persons, and for damages against such persons violating said covenants or any part thereof, such damages to be deemed cumulative and not alternative.

13. Invalidation of any of these covenants or any part thereof, by any Court of competent jurisdiction, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I, Philip J. Kyser, as the owner of, being joined by my wife, Vera Mae Kyser, have hereunto set our hands and seals on this the 31st day of March, 1965.

Philip J. Kyser (Seal)  
Philip J. Kyser  
Vera Mae Kyser (Seal)  
Vera Mae Kyser

State of Alabama  
Shelby County

I, R. C. HENDERSON, a Notary Public in and for said County, in said State, hereby certify that Philip J. Kyser and wife, Vera Mae Kyser, whose names are signed to the foregoing covenants and who are known to me, acknowledged before me on this day, that being informed of the contents of the covenants, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 31st day of March, 1965.

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT  
WAS FILED ON 3/31/65  
3/31/65 1965  
RECORDED & \$... MTG. TAX  
& \$... DEED TAX HAS BEEN  
PD. ON THIS INSTRUMENT.

R. C. Henderson  
Notary Public

Conrad M. Joubert  
JUDGE OF PROBATE

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