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STATE OF ALABAMA

SHELBY COUNTY

KNOW ALL MEN BY THESE PRESENTS, That, whereas, K & S Development Corporation, Inc., an Alabama corporation, is the owner, developer and is in possession of the following described lands situated and being in Shelby County, Alabama, to-wit:

First Sector of "Cherokee Forest" as shown by map of said subdivision which is recorded in Map Book 5 Page 17 in the Probate Office of Shelby County, Alabama, and which said First Sector is situated in SE $\frac{1}{4}$ of Section 22 and in the NE $\frac{1}{4}$ of Section 27, all in Township 19 South, Range 2 West, Shelby County, Alabama.

WHEREAS, K & S Development Corporation, Inc. has caused the above described land to be surveyed by Melvin R. Reynolds, Registered Land Surveyor No. 2087, a competent surveyor, into lots and a plat or a map thereof has been made by said 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 Melvin R. Reynolds the surveyor making such survey, which certificate has been duly signed by said surveyor and also by K & S Development Corporation, Inc., a corporation, by Robert F. Sorrell as its President, the owner of said lands, and such certificate acknowledged by the said Melvin R. Reynolds, as such surveyor, and Robert F. Sorrell as President of said K & S Development Corporation, Inc., designating said subdivision as, FIRST SECTOR--CHEROKEE FOREST, of the property of K & S Development Corporation, Inc. in Shelby County, Alabama; said map of said property is recorded in Map Book 5 on page 17 in the office of the Judge of Probate of Shelby County, Alabama, and

WHEREAS, K & S Development Corporation, Inc. designates and restricts all lots therein as residential lots, and covenants that each lot in each block in said FIRST SECTOR--CHEROKEE FOREST 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 K & S Development Corporation, Inc. nor its successors or assigns, 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

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and that said K & S Development Corporation, Inc. further covenants that neither said Corporation nor its successors or assigns shall at any time, erect or permit any building or buildings upon any part of said heretofore described lands, to be erected in violation of the terms of the following covenants, namely:

1. Wherever herein the term "Owners", "builder" or "developer" is used, it shall include K & S Development Corporation, Inc., its successors and assigns.

2. No building shall be erected, placed or altered on any building plot in FIRST SECTOR--CHEROKEE FOREST until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design and with existing structures in said FIRST SECTOR--CHEROKEE FOREST, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of three persons appointed by the President of K & S Development Corporation, Inc. or by a representative designated by a majority of the members of said committee. The members of said committee shall serve at the will of the President of K & S Development Corporation, Inc. or by a representative designated by a majority of the members of said committee. The members of said committee shall serve at the will of the President of K & S Development Corporation, Inc.

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

4. 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. Special permission may be granted by the committee as set out in paragraph 2 above for the construction of an upstairs or downstairs apartment in an owner-occupied dwelling.

5. In the event that said committee designated in paragraph 2 above or its designated representative, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to said committee, or, if no suit to enjoin the erection of such building, or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the building is erected in keeping with all other terms of this agreement. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee and of its

designated representatives shall cease on and after the 11th day of June, 1986. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said FIRST SECTOR--CHEROKEE FOREST and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

6. 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 set back lines shown on the recorded plat of FIRST SECTOR--CHEROKEE FOREST. In any event the main body of the building shall not be located on a residential building plot nearer than 50 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.

7. 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.

8. No trailer, basement, tent, shack, garage, barn or other building erected in said FIRST SECTOR--CHEROKEE FOREST 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.

9. No one story dwelling with less than 1800 square feet of heated area shall be permitted on any lot in said FIRST SECTOR--CHEROKEE FOREST.

10. Easements affecting the entire FIRST SECTOR--CHEROKEE FOREST are hereby reserved, as shown on the map of said subdivision for the installation and maintenance of storm sewers, water mains or any other utility easements that may be needed.

11. No farm animals shall be kept or maintained on any residential building lot.

12. No person or persons shall be permitted to dump garbage, trash or sewage on lots or in drains within FIRST SECTOR--CHEROKEE FOREST.

13. No signs shall be permitted on any lots, except for "FOR SALE" or "FOR RENT" signs, which shall be not more than 18" x 30".

14. No mail or paper box shall be placed upon any lot unless the type and form of the same is approved by the committee set up in covenant 2 above.

15. No shrubbery or trees shall be permitted to grow higher than 3 feet nearer than 6 feet from any intersection of streets.

16. 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 FIRST SECTOR--CHEROKEE FOREST, and shall be binding on all parties claiming under K & S Development Corporation, Inc. or its successors or assigns until the 11th day of June, 1986, at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless prior to said expiration period, by a majority of the then owners of the lots described in FIRST SECTOR--CHEROKEE FOREST, and filed with the committee set up in covenant 2 above, it is agreed to change said covenants in whole or in part.

17. It is further expressly understood and agreed that the covenants set forth therein on the part of K & S Development Corporation, Inc. shall attach to and run with all the lots and parcels of land surveyed and platted in FIRST SECTOR--CHEROKEE FOREST in Shelby County, Alabama; and it shall be lawful not only for K & S Development Corporation, Inc., but for its successors and assigns in title to any part or parcel of land described in said FIRST SECTOR--CHEROKEE FOREST, 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 covenants 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.

18. 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, the said K & S Development Corporation, Inc. by its President Robert F. Sorrell, has hereto set its signature and seal this the 11th day of June, 1966.

ATTEST:

Robert W. Keller
Secretary

K & S DEVELOPMENT CORPORATION, INC

BY

Robert F. Sorrell
President

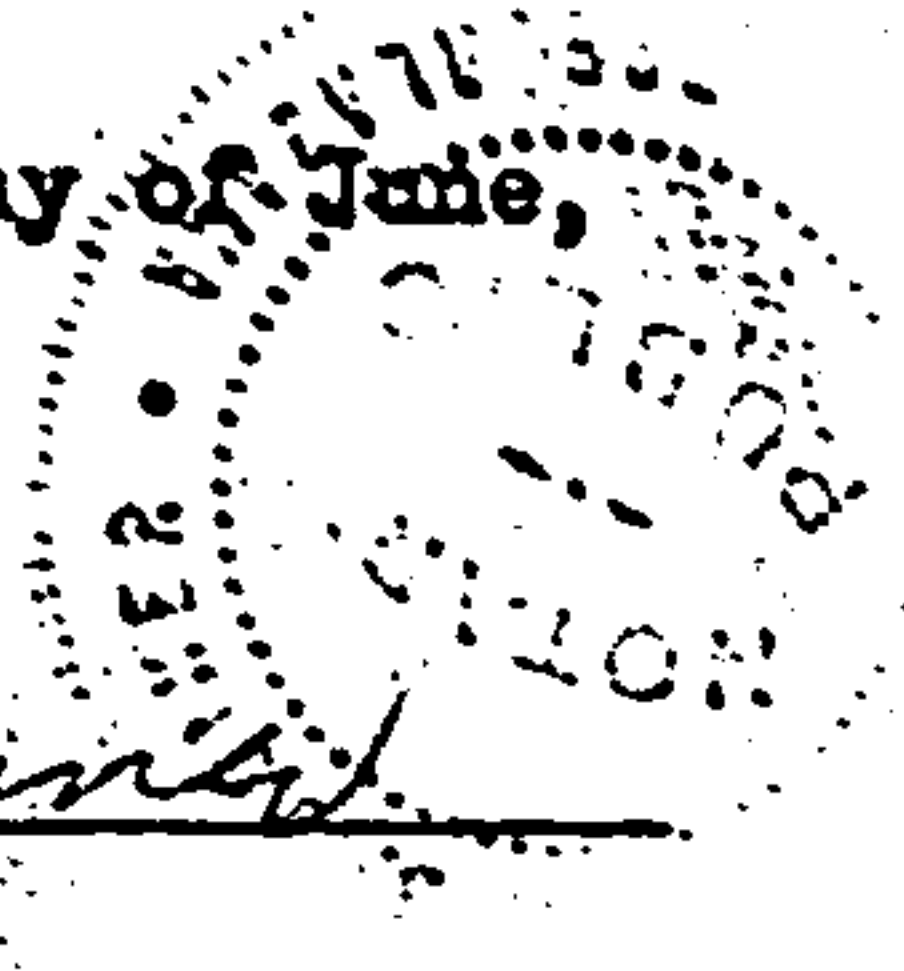
STATE OF ALABAMA

SHELBY
~~TUSCALOOSA~~ COUNTY

I, Martha B. Joiner, a Notary Public in and for said County, in said State, hereby certify that Robert F. Sorrell, whose name as President of K & S Development Corporation, 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 the 11th day of June, 1966.

Martha B. Joiner
Notary Public



STATE OF ALA., SHELBY CO.,
I CERTIFY THIS INSTRUMENT
WAS FILED ON

RECORDED & \$ MTO. TAX
\$ DEED TAX HAS BEEN
PD. ON THIS INSTRUMENT.

Cornelius M. Tucker
JUDGE OF PROBATE

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