

1714

RESTRICTIONS FOR TRIPLE SPRINGS SUBDIVISION

RECORDED IN MAP BOOK 5, PAGE 34

PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

WHEREAS, the undersigned, W. C. Billingsley and wife, Ethel Billingsley, are the owners of all the lots in Triple Springs Subdivision, a map of which is recorded in Map Book 5, page 34, in the Probate Records of Shelby County, Alabama, and

WHEREAS, the undersigned, W. C. Billingsley and wife, Ethel Billingsley, hereinafter collectively referred to as "Owners", are desirous of establishing restrictions and limitations applicable to all lots owned by them in said subdivision:

NOW, THEREFORE, the undersigned W. C. Billingsley and wife, Ethel Billingsley do hereby adopt the following restrictions and limitations which are as follows:

1. That said property shall be used for residence purposes only and not for any purpose of business or trade.
2. No dwelling shall be erected on any lot in the said subdivision of less than 1,000 square feet, exclusive of porches, on the ground floor and not less than 1,000 square feet on the first floor of any one and one-half or two story buildings.
3. No more than one residence shall be constructed on any lot in said subdivision and any residence so constructed shall be a one family dwelling; Except, however, after obtaining the prior written consent of said owners, their heirs, successors or assigns, the construction of a duplex apartment for two families may be permitted on said lots; The granting of permission to construct such apartments shall be in the sole discretion of owners.
4. That no temporary buildings, tables, garages, or other buildings shall be built and used for residence purposes on said lots and no more than two outbuildings shall be built on any lot in said subdivision.
5. No dwelling shall be erected on said property, the front line of which (which means the front line of porches or any projection not counting steps) shall be nearer the street on which said property faces than forty (40) feet, and no dwelling shall be erected on said property, the side line of which (which means the side line of any porch or other projection, not counting steps) shall be nearer each side line of said property than twenty (20) feet. No dwelling shall be erected on said property, the back line of which (which means the back line of any porch or any projection, not counting steps) shall be nearer to the back line of said property than twenty (20) feet; Except, however, in the event any residence constructed on Lot No. 1 in said subdivision is so constructed that it faces Deborah Drive, the set back line on said residence off Mooney Road shall be twenty (20) feet regardless of any restriction or set back line shown on the recorded plat to the contrary.
6. No trailers or mobile homes shall be placed on said property.
7. No out buildings shall be erected on any of said lots except for the personal use of the property owner and said out buildings must be constructed to the rear of the residence situated on said lot and not closer than 20 feet to any rear property line.
8. No fences or walls above the grade of the estate shall be erected, nor growing hedges planted and maintained on said property nearer the street than the front line of any dwelling. Any fences or walls shall be of a decorative nature and are to be approved in writing by said owners, their heirs, executors, administrators, successors, or assigns.
9. No outbuildings, residences, buildings or other structures shall be erected or begun on said property without plans, specifications, architectural designs, grades, and locations therefor having been first submitted to and approved in writing by said owners, their heirs, successors, or assigns. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale, or other proceedings, except at the discretion and with the written prior approval of said owners, their heirs, executors or assigns.

10. No animals will be allowed except for dogs, cats, and pet birds, limited to a per lot aggregate of four.

11. Owners, their heirs, executors, assigns and successors, reserve the right to modify, release, amend, void, transfer, or delegate all of the rights, reservations and restrictions herein set forth, or the right to modify, release, amend, or void any one of them or more of the said herein set forth restrictions, on lots or estates belonging to them.

12. No lot shall be sold or used for the purpose of extending any public or private road, street, or alley, or for the purpose of opening any road, street, or alley except by the prior written consent of said owners, their heirs, executors and assigns.

13. No privy or receptacle of any kind can be used for storage of waste and only septic tanks and sewage disposal systems approved by the county health department shall be acceptable.

14. No residence shall be constructed on any of said lots with an exterior surface of concrete block, asphalt, or artificial brick siding and the exterior surface or walls of any such residence must be approved in writing by said owners, their heirs, executors or assigns, prior to the commencement of construction.

15. 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.

16. 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.

It is understood and agreed that said conditions, limitations, and restrictions shall attach to and run with the land for a period of 25 years from date hereof, at which time said restrictions and limitations shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of the lots, it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing or to recover damages or other dues from such violations.

Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, W. C. Billingsley and wife, Ethel Billingsley, have hereto set their signatures and seals, this the 23 day of Jan, 1969.

W. C. Billingsley (SEAL)
W. C. Billingsley

Ethel Billingsley (SEAL)
Ethel Billingsley

STATE OF ALABAMA }
BIBBLY COUNTY }

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that W. C. Billingsley and wife, Ethel Billingsley, whose names are signed to the foregoing, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same were acknowledged.

Given under my official seal this the 23 day of January, 1969.



Nancy K. Beecher
Notary Public