

3381

STATE OF ALABAMA)

SHELBY COUNTY)

RESTRICTIONS APPLYING TO INDIAN
VALLEY SECOND SECTOR, ACCORDING
TO THE MAP THEREOF RECORDED IN
MAP BOOK 5, PAGE 75,
IN THE OFFICE OF THE JUDGE OF
PROBATE OF SHELBY COUNTY, ALABAMA

THE FIVE T'S, INC., an Alabama corporation, is the owner of Indian Valley Second Sector, as recorded in Map Book 5, Page 75, in the office of the Judge of Probate of Shelby County, Alabama and is desirous of placing certain restrictions as to the use and enjoyment of the lots or parcels of land embraced in said maps for the protection and benefit of the purchasers of the lots embraced in said maps:

NOW, THEREFORE, The Five T's, Inc. does by these presents file the following protective covenants, which covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1991, at which time the covenants shall be automatically renewed for successive ten-year periods unless a vote of the majority of the owners of the lots or tracts agree to change said covenants in whole or in part, said covenants and restrictions are as follows:

A. All lots described above in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain on any of these residential building lots other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than three cars, and other out-building incidental to residential use.

B. No building shall be erected, placed, or altered on any of the above described building plots in this subdivision until the building plans, specifications and plot plan showing the location of such buildings have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by anyone of the following: Ralph S. Tully, or James McClain, or by an architect or other representative designated by The Five T's, Inc. In the event of death or resignation of any member of said committee; the remaining member, or members, shall have full authority to approve or disapprove such design and location, The Five T's, Inc. shall designate all successive committee members. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoy the erection of such



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building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. 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 representative, shall cease on or after January 1, 1991. 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 this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. 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 an annoyance or nuisance to the neighborhood.

D. No trailer, basement, tent, shack, garage, barn or other building 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.

E. Dwelling Quality and Size: Ground Floor area of the main structure of one story, exclusive of porches, basements and garages, shall not be less than 1,400 square feet for all residential lots and no less than 1,000 square feet for a dwelling of two stories, unless plans, specifications and plot plans are expressly approved in advance.

F. An easement is reserved over lots for necessary utility installation and maintenance.

G. Sight Distance at Intersection: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

THE FIVE T'S, INC., reserves unto itself the right to waive, change or alter said restrictions as they may apply to any particular lot, so as to permit the construction thereon of proper approved residences in line with the general construction plan authorized in said subdivision.

H. Enforcement: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

I. Each lot conveyed by The Five T's, Inc., is subject to the reservation in Cahaba Mines of the right to mine all minerals, expressly including but not limited to coal, oil, gas and dolomite, which said minerals are retained by The Five T's, Inc. Each grantee is given notice that any lot or real estate purchased from The Five T's, Inc. may be mined for coal, or other minerals to the extent that the surface has not been and may not hereinafter be maintained in its natural state by reason of said mining.

J. Severability: 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, THE FIVE T'S, INC., a corporation, has caused these presents to be executed in its name and behalf by Ralph S. Tully, Its President, and attested by Frank S. Tully, Secretary, who are duly authorized, on this the 3 day of JUNE, 1971.

THE FIVE T'S, INC.

ATTEST:

by: Ralph S. Tully
President

Frank S. Tully
Secretary

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, Shirley M. Whitlock, a notary public in and for said County in said State, hereby certify that Ralph S. Tully whose name as President of The Five T's, 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 3 day of JUNE, 1971.

Shirley M. Whitlock
Notary Public

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