

STATE OF ALABAMA)

SHELBY COUNTY)

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Shelby Cnty Judge of Probate, AL
01/19/1972 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the undersigned Robinette Development Co., Inc., an Alabama Corporation, is the owner of all the lots embraced in the subdivision known as Blueberry Estates, situated in Shelby County, Alabama, the map of which subdivision is recorded in Map Book 5, Page 72, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, the said corporation desires to impose certain protective covenants and building restrictions on all lots embraced in said subdivision except Lot 20 of which is commercial in nature.

NOW, THEREFORE, in consideration of the premises and the advantages and benefits to said corporation, its successors and assigns, and to said lands and the future owners thereof, the said Robinette Development Co., Inc. does restrict the use of each and all of the said lots numbered 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15 and 16; the rest of the lands to be considered acreage and not a part of the subdivision, embraced in said subdivision by making and declaring the following covenants and restrictions, shall inure to the favor of and bind said corporation its successors and assigns:

1. LAND USE AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than single family dwellings, not to exceed two and one-half stories in height and a private garage for no more than two cars.

2. ARCHITECTURAL CONTROL: No building shall be erected placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topograph and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Sections 16 and 17.

3. DWELLING COST, QUALITY AND SIZE: No dwelling shall be permitted on any lot at a cost of less than \$10,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches, garages and basement, shall be not less than 900 square feet for a one-story dwelling, except in the case where the house is built on one or more levels, such ground floor area of the main structure shall be not less than 900 square feet and/or the entire livable area shall be not less than 900 square feet. The ground floor area of the main structure exclusive of one-story open porches, garages and basement, shall be not less than 600 square feet for a dwelling of more than one story, and the entire livable area of such dwelling shall be not less than 1,000 square feet.

4. BUILDING LOCATION: No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 7 feet to an interior lot line, except that a five foot minimum side yard shall be permitted for a garage or other permitted accessory building located 30 feet or more from the minimum building setback line. No building shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, caves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. LOT AREA AND WIDTH: No building shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 10,000 square feet.

6. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear of the lot as shown on the recorded plat, plus an additional ten foot strip, five foot wide on each side of the lot line, where overhead guys are necessary. The granting of the easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line, to the rear lot line, to any utility company having an installation in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

7. NUISANCES: 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.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

9. SIGNS: 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, or 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.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.



11. LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

12. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. SEWAGE DISPOSAL: No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed in accordance with the requirements, standard and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

14. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six 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 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines, or in 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 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.

15. LAND NEAR PARKS AND WATER COURSES: No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line or any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

16. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The architectural control committee is composed of Robert L. Robinette, J. M. Thomas and Linda Robinette. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

17. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof,

approval will not be required and the related covenants shall be deemed to have been fully complied with.

18. GENERAL PROVISION TERMS: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from date of these covenants being recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part,

19. 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.


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

IN WITNESS WHEREOF, the said Robinette Development Co., Inc., has caused these presents to be executed by its President, Robert L. Robinette, who is duly authorized hereunto, and attested by its Secretary, J. M. Thomas, and its corporate seal affixed this 3rd day of December, 1971.



Robert L. Robinette, President

ATTEST:


J. M. Thomas, Secretary

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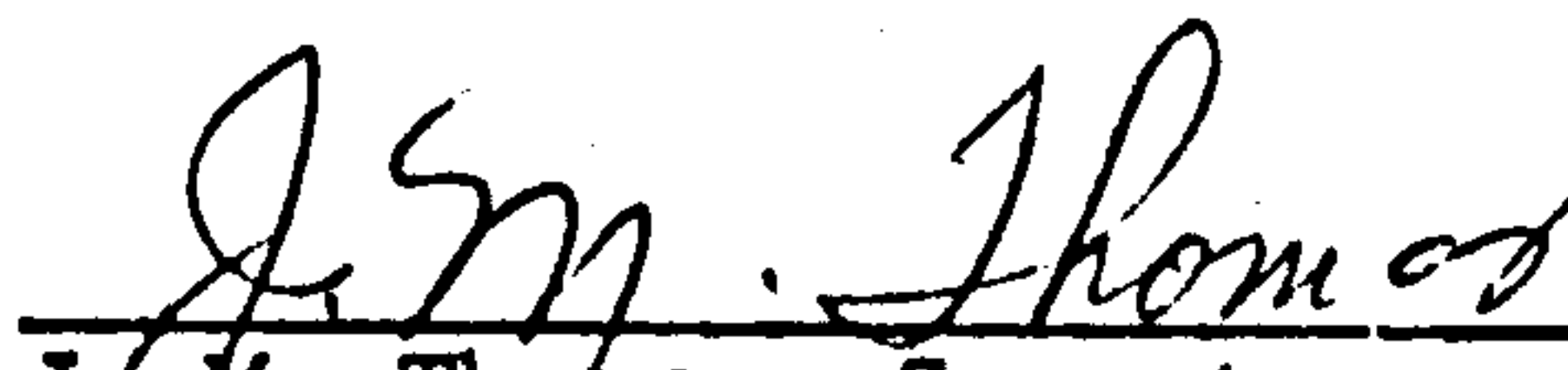
We are excluding Lots 7, 17, 18 and 19 due to the problems presented to us by FHA. These will be considered raw acreage and not a part of the subdivision and not in any way to be recorded or known as Lots 7, 17, 18 and 19, Blueberry Estates.

ROBINETTE DEVELOPMENT CO., INC.



Robert L. Robinette, President

ATTEST:


J. M. Thomas, Secretary



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STATE OF ALA. SHELBY CO.
NOTIFY THIS
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1972 JUN 19 AM 11:02
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REC. BK. & PAGE AS SHOWN ABOVE
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