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RESTRICTIVE COVENANTS APPLICABLE

J&M DEVELOPMENT CORPORATION

WOODDALE

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Shelby Cnty Judge of Probate, AL  
01/20/1972 12:00:00 AM FILED/CERT

- A. The following restrictions and reservations shall be applicable to the subdivision known as WOODDALE as developed by J&M Development Corporation, officers Carlos H. Johnson, President, Fred L. McDaniel, Sec.-Treas. of Jefferson County, Alabama - 3229 Lorna Road, Birmingham 35216.
- B. These restrictions shall apply to all lots which are shown on the map recorded in the office of the Probate Judge of Shelby County, Alabama, in Map Book 5 Page 86.
- C. The said property shall be used for residence purposes only.
- D. No one-story dwelling house of less than 1500 square feet of area exclusive of porches, carports and terraces, and no one and one-half or two story dwelling house having less than 1200 square feet on the first floor shall be erected on any lot in said subdivision.
- E. No temporary buildings, servant houses, garages or other building shall be used for residence purposes prior to the completion of a dwelling house on said property, in accordance with these restrictions.
- F. No dwelling shall be erected on any lot of said property, the front line of which shall be nearer the road or street on which said lot of said property faces than 35 feet; and that no dwelling shall be erected on any lot of said property, the side line of which (which means the side line of porch or projection, not counting steps) shall be nearer the side line of said lot than 15% of the lot width; on corner lots the side of no house shall be closer to street than 35 feet.
- G. No dwelling, outbuildings, garages or servants houses shall be erected or begun on said property without plans and specifications having first been delivered to and approved in writing by a committee composed of Carlos H. Johnson or Fred L. McDaniel. If the plans, specifications, architectural design, grade and location of a dwelling or other building provided for herein, are actually delivered to one of the members of said committee for examination and approval and no member of said committee acts thereon within 15 days after such delivery by delivering notice in writing of his determination to the party requesting his approval, such plans, specifications, architectural designs, grades and location, as the case may be, shall be conclusively deemed to have been approved by the committee.
- H. No lot may be subdivided or reduced in size by voluntary alienation, judicial sale or other proceedings, except at the discretion and with the approval of the said owner or their authorized agents.
- I. No lot shall be cultivated for crops of any sort, except in kitchen gardens of reasonable sizes, suitably located;

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There shall not be built, maintained, or kept on any lot of said property a cess pool, privy or privy vault, or receptacle of any kind for the storage of liquid waste, except septic tanks of an improved type, satisfactory to the County Health authorities. No septic tanks may be constructed within 10 feet of an adjoining property line. No sewer or drainage line shall be laid on any lot, which shall empty on or become a nuisance to the adjoining property;

The grantor reserves the right to make any road or other improvements abutting on said property, to change the present road or street grades, subject to approval of County Engineer and Shelby County Planning Commission, if necessary, without liability to the purchaser or assigns for any claim for damages; and further reserves the right to change or modify the restrictions on any property in said subdivision.

- L. The construction, operation or maintenance of any Dairy, sanitarium, or dog kennel or place for caring for or raising stock or other animals for commercial purposes is hereby prohibited and no such building shall be constructed, maintained or operated on any lot in the subdivision, but this provision is not intended to prohibit any owner from keeping a pet dog, pet birds or other pet fowls so long as they do not become a nuisance. No cattle or horses may be kept on premises.
- M. Every contract to convey, and every Deed conveying any lot in the subdivision which is not first approved in writing by a member of the Committee named above, shall be void, but this Section shall not defeat the title of any purchaser on foreclosure of a valid mortgage on any lot, or defeat any mortgage made in good faith;
- N. In the event Carlos H. Johnson and Fred L. McDaniel die or become incapacitated, the owners of a majority of the lots in Wooddale may, by instrument in writing, signed by a majority of the owners of such lots, appoint a Committee of three of their number to perform all of the functions and exercise all of the rights, duties and powers hereby vested in Carlos H. Johnson and Fred L. McDaniel.

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 July 9, 1971, at which time said restrictions and limitations shall be automatically extended for successive periods 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 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 proceeding 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 so or to recover damages or other dues from such violation.

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.

These covenants are subscribed to on this 9th day of July, 1971.

J&M DEVELOPMENT CORPORATION

By:

Carlos H. Johnson

Fred L. McDaniel

Fred L. McDaniel

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