

This paper was prepared by:

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Judy Stiles

STATE OF ALABAMA

SHELBY COUNTY



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Shelby Cnty Judge of Probate, AL
07/07/1976 12:00:00 AM FILED/CERT

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned Whitling Development Company, Incorporated, Charles F. White, and Judy L. White, hereinafter referred to as "Owners" are owners of the hereinafter described land, to-wit:

Kingwood Second Sector as recorded in Plat Book *6*, Page *90*, in the Office of the Judge of Probate of Shelby County, Alabama

and

WHEREAS, the Owners, in order to provide for the health, safety, comfort, convenience and general welfare of the public, desires to subject the hereinabove described land to the covenants, terms, conditions, restrictions and limitations hereinafter set forth:

NOW, THEREFORE, the undersigned Owners do hereby agree that the above described property shall be subject to the following covenants, terms, conditions, restrictions and limitations:

(A) No residential dwelling house shall be erected on the above described property containing less than 1,300 square feet of heated living area.

(B) No lot shall be used except for residential purposes. No building shall be erected, altered, or placed on any lot other than one detached single-family dwelling not to exceed two stories in height. With the approval of the architectural control committee, there may be erected a detached garage and servants quarters of the same construction as the main dwelling and occupied by domestic servants employed on the premises only.

(C) 1. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plat 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 location with respect to topography and finish grade elevations. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similar approval shall be obtained as hereinafter provided.

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2. The architectural control committee is composed of Charles H. White and Jerry L. White, a majority of the members shall designate a representative to act 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 record 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.

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

(D) 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. Each building shall have a minimum side lot of 10 feet. For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not conflict with applicable zoning ordinances and that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

(E) No more than one dwelling shall be erected or placed on any one lot.

(F) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

(G) No noxious or offensive activity or any trade or commerce shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.



(H) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence; either temporarily or permanently.

(I) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts 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.

(J) 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 commercial purposes.

(K) No lot shall be used or maintained as a dumping ground; nor shall rubbish, trash, garbage or other waste 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.

(L) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above 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 property lines extended. The same sight line limitations shall apply on any lot within 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 distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

(M) 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 of 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.



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(N) 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 these covenants are 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.

(O) Enforcement shall be by proceedings at law or in equity against any person or persons violation or to recover damages.

(P) Invalidation of any one of these covenants by judgment 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 Owners have caused these presents to be executed on the 6th day of July, 1976.

Judith K. Stiles
WITNESS

Judith K. Stiles
WITNESS

Judith K. Stiles
WITNESS

[Signature]
Whitling Development Co., Inc. - President

[Signature]
Charles F. White

[Signature]
Judy L. White
JUDGE OF PROBATE



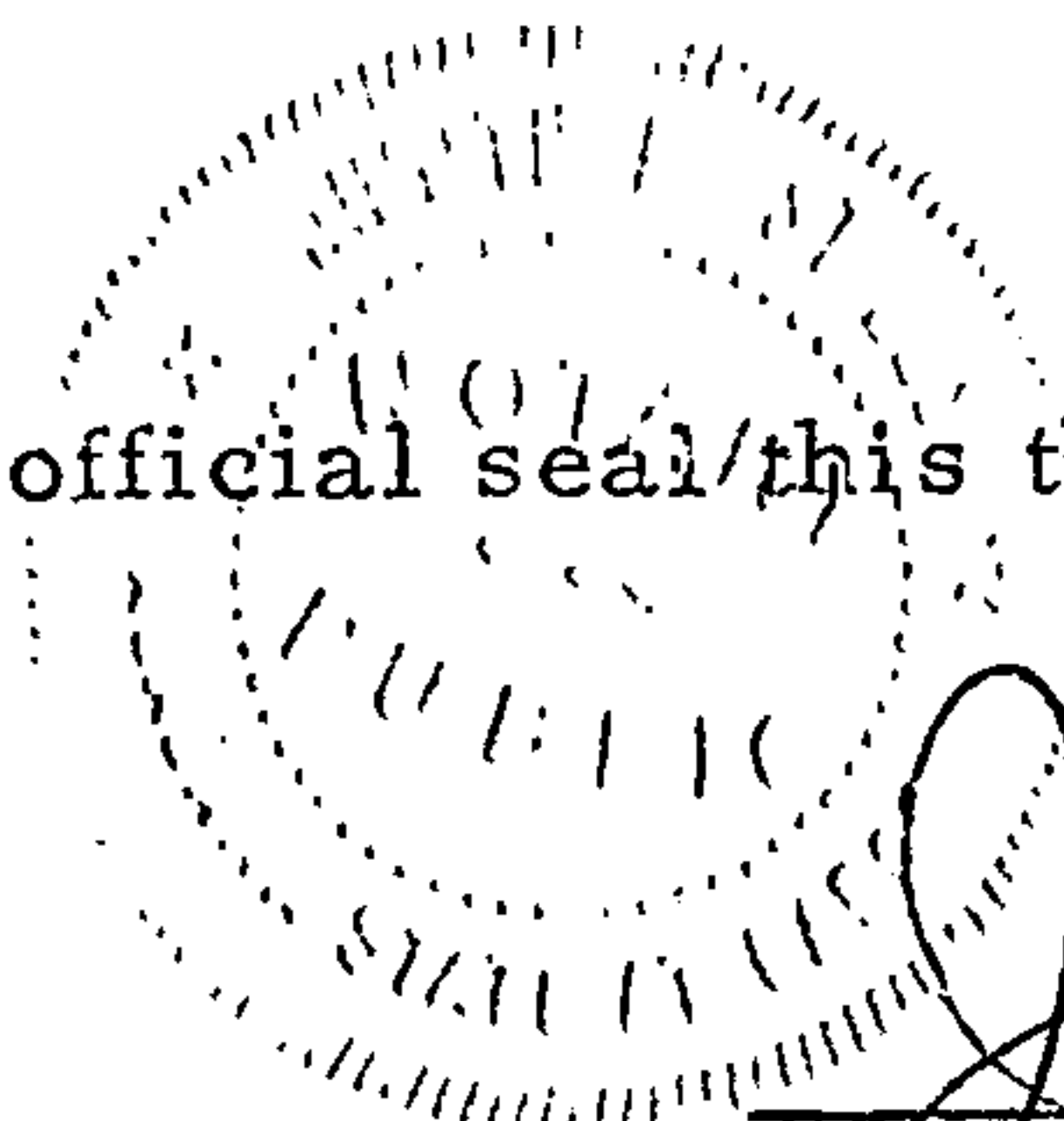
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STATE OF ALABAMA
SHELBY COUNTY
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STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Charles F. White, Judy L. White whose names are signed to the foregoing instruments as Owners, and who are known to me, acknowledged before me on the day, that after being duly informed of the contents of said instrument, executed same voluntarily and with full authority therefor.

Given under my hand and official seal this the 6th day of July, 1976.



[Signature]
Judith K. Stiles

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