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Shelby Cnty Judge of Probate, AL
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RESTRICTIVE COVENANTS

STATE OF ALABAMA) KINGRIDGE SUBDIVISION OF
SHELBY COUNTY) SHELBY COUNTY, ALABAMA

KNOW ALL MEN BY THESE PRESENTS, THAT WHEREAS, I the undersigned, Rose Marie King, am the owner of record of the following described real estate lying and being in Shelby County, State of Alabama, to-wit:

Kingridge Subdivision located in the NE quarter of NE quarter, Section 28, Township 20 South, Range 3 West. Situated in Shelby County, Alabama. As recorded in Map Book 6, Page 87 of the Probate Office of Shelby County, Alabama.

WHEREAS, I, the undersigned Rose Marie King, is desirous of establishing or placing the heretofore described subdivision under certain restrictive covenants to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain the high quality and tone of the community and thereby to secure to each site owner the free and full benefit and enjoyment of his home with no greater restrictions upon the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

NOW THEREFORE, I, the undersigned, do hereby adopt the following conditions, restrictions, covenants and limitations, which shall apply in their entirety to all lots in the Kingridge Subdivision of the City of Helena, Shelby County, Alabama, and shall hereafter be included as a part of the consideration in transferring and conveying title to any or all of said Lots of said Subdivision.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected,

BOOK 16 PAGE 538

altered, placed or permitted to remain on any lot other than a one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

2. GARAGES AND OTHER OUT BUILDINGS. No lot shall have a garage constructed thereon for more than two cars, and any such garage must be erected as a part of the building on the lot.

3. STORES AND OTHER COMMERCIAL STRUCTURES. No commercial enterprise or enterprises of any kind for profit may be maintained on, in front of, or in connection with the property hereby conveyed, nor shall such property in any way be used for other than strictly residential purposes.

4. MINIMUM FLOOR PLAN SIZE. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than one thousand two hundred (1200) square feet in the case of a one story structure, nor less than one thousand two hundred (1200) square feet in the case of a one and one-half, two or two and one-half story structure.

5. BUILDING LINE AND HEIGHT RESTRICTIONS. No portion of any house, appurtenances, or outbuildings shall be less than thirty-five (35) feet from the front line of any lot, nor less than thirty-five (35) feet from the side line on corner lots.

6. MINIMUM COSTS OF RESIDENCE. No residence shall be built on any of the land conveyed by the within deed costing, when completed, less than thirty thousand dollars (\$30,000.00).

7. RESTRICTION ON NUMBER OF BUILDINGS PER LOT. Not more than one residence is to be built on any one lot in the residential section without a special permit in writing from Rose Marie King and all other owners of lots.

8. RESTRICTIONS AS TO BUILDING MATERIALS. No residence or structure of any kind of construction shall be built in the



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tract in which the conveyed property is located unless the same shall be covered over on all its outside walls with brick or stone, or metal or wood siding.

9. RESTRICTION AGAINST HEAVY INDUSTRY. Neither grantee nor his heirs, assigns, or undertenants shall erect or maintain, or permit to be erected or maintained, on any part of the land hereby conveyed any factory or facility of any kind or nature whatsoever for engaging in heavy industry.

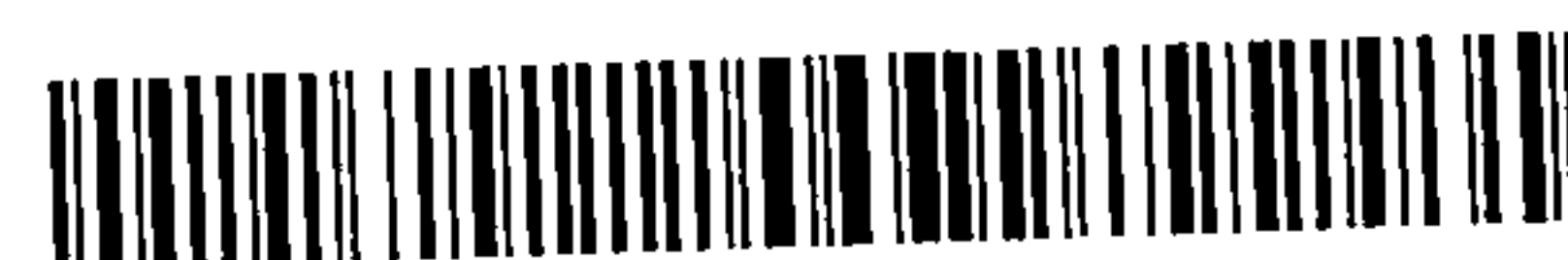
10. RESTRICTION AGAINST OFFENSIVE BUSINESS. There shall not be erected on any part of the property herein conveyed any building in which shall be carried on any business offensive, noxious, or detrimental to the use of the land in the vicinity of the conveyed premises for private residences, nor shall the conveyed premises be used for any purposes that, as a matter of common experience, tend to create a nuisance.

11. RESTRICTION AGAINST NUISANCES. There shall not be conducted or maintained on any part of the property herein conveyed any activity or structure which, as a matter of common experience, tend to create a nuisance.

12. RESTRICTION AGAINST FAIRS, EXHIBITIONS AND THE LIKE. There shall be conducted or allowed on the premises, no fair, exhibition, festival, show or other activity that attracts or is intended to attract, divert or collect a large number of persons.

13. RESTRICTION AGAINST KEEPING LIVESTOCK. No horse, cow, hog, goat, or similar animal shall be kept or maintained on the property conveyed by the within deed or any portion thereof, nor shall any chicken yard or similar facility be maintained thereon.

14. RESTRICTION AGAINST POLLUTION OF WATER. In the interest of public health and sanitation, the grantee will not use the above described property for any purpose that would result in the pollution of any water way that flows



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BOOK 16 PAGE 540

through or adjacent to such property, by refuse, sewage, or other material that might tend to pollute the waters of any such stream or streams or otherwise impair the ecological balance of the surrounding lands.

15. RESTRICTION AS TO FENCES. No fence, wall or hedge higher than four (4) feet shall be erected or maintained on the premises conveyed by the within deed.

16. RESTRICTIONS AGAINST SIGNS AND BILLBOARDS. No signs, billboards or advertising devices or any kind, except those used in any subsequent sale of the property conveyed by the within deed shall be placed or otherwise installed on any lot or building.

17. ENFORCEMENT OF RESTRICTIONS. It is expressly understood and agreed, that the several restrictive covenants contained herein shall be attached to and run with the land, and it shall be lawful not only for grantor, his heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby granted, deriving title from or through grantor, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

18. EXCEPTIONS TO RESTRICTIONS: No grantee, or his heirs or assigns, shall be excepted from the above restrictions without prior written consent of Rose Marie King, and the written consent of the owners of more than fifty (50%) per cent of the lots within Kingridge Subdivision.

IN WITNESS WHEREOF, Rose Marie King, has hereunto set her hand and seal this _____ day of August, 1976.


Rose Marie King
ROSE MARIE KING

STATE OF ALABAMA)

COUNTY OF SHELBY)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rose Marie King, whose name


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is signed to the foregoing and who is known to me,
acknowledged before me on this day, that, being informed
of the contents of the conveyance, she executed the same
voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day
of August, 1976.

Dianne Roberts
NOTARY PUBLIC



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Conrad M. Johnson
JUDGE OF PROBATE

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
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BOOK 16 PAGE 542