

STATE OF ALABAMA)

COUNTY OF SHELBY)

1749

RESTRICTIVE COVENANTS

PART A. KNOW ALL MEN BY THESE PRESENTS: That, whereas, Dudley E. Williams
and wife, Rebecca H. Williams

hereinafter referred to as OWNER, (is) (are) the owner (s) of the following
described lands, to-wit:

That certain real property which is more particularly described
as set forth on Exhibit "A," which is attached hereto and made
a part hereof.



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NOW, THEREFORE, in consideration of the premises and other valuable
considerations, the receipt whereof is hereby acknowledged, the said owner does
hereby agree that said above-described property shall be subject to the follow-
ing covenants, terms, conditions, restrictions and limitations.

PART B. AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants
in Part C in their entirety shall apply to the entire Subdivision.

PART C. RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. All of subject property, and every
part thereof shall be used solely for residential purposes. No building shall
be erected, altered, or permitted to remain on any part of said property other
than one detached single-family dwelling not to exceed two and one-half stories
in height and a private garage for more than two cars. In the event subject
property is divided into more than one tract, no such resulting tract shall
contain less than two acres in area.

C-2 ARCHITECTURAL CONTROL. No building shall be erected, placed or
altered on any part of said property until the construction plans and specifi-
cations 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 topography and finish grade elevation. No fence or wall shall be
erected, placed or altered on any part of said property nearer to any street
than the minimum building setback line unless similarly approved. Any fence

placed in the front yard must be of a decorative nature and approved by the architectural committee. Approval shall be as provided in Part D.

C-3 DWELLING SIZE. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, nor less than 1200 square feet for a dwelling of more than one story.

C-4 BUILDING LOCATION. No dwelling shall be erected on said property, the front line of which (which means the front line of porches or any projection, not counting steps) shall be nearer the street on which said property faces than 35 feet; and no dwelling shall be erected on said property, the side line of which (which means the side line of porch or any projection not counting steps) shall be nearer each side line of said property or tracts resulting from a division thereof than 35 feet.

C-5 NUISANCES. No noxious or offensive activity shall be carried on upon any part of said property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6 TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any part of said property at any time as a residence either temporarily or permanently.

C-7 SIGNS. No sign of any kind shall be displayed to the public view on any part of said property except one professional sign of not more than one square foot, one 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.

C-8 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 part of said property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of said property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any part of said property.

C-9 LIVESTOCK AND POULTRY. Animals or fowls will be allowed, except pigs, goats, cows, or chickens. No dog kennels will be allowed, or more than one (1) horse per acre allowed on each estate.

C-10 GARBAGE AND REFUSE DISPOSAL. No part of said property 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.

C-11 SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any part of said property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendation of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1 MEMBERSHIP. The architectural control committee is composed of: Dudley E. Williams, James B. Davis, and Billy W. Erwin.



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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 record owners of a majority of said property, by acreage ownership, 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.

D-2 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 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.

PART E. GENERAL PROVISIONS

E-1 TERM. 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 the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless any instrument signed by a majority of the then owners of said property, by acreage ownership, has been recorded; agreeing to change said covenants in whole or in part.

E-2 ENFORCEMENT. Enforcement shall be by proceeding 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.

E-3 SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall nowise affect any of the other provisions which shall remain in full force and effect.

E-4 DEFINITION OF "OWNERS." It is within the contemplation of the parties hereto that captioned lands are restricted not merely for the benefit of the undersigned owners, but for those owners present and future of that certain subdivision known as Chelsea Estates Subdivision, Shelby County, Alabama, a plat and a map of which have been recorded in Plat Book 5, page 61 in the Office of the Judge of Probate, Shelby County, Alabama. Accordingly, wherever the terms "majority of the then record owners," or any such similar terms are used in the foregoing set of restrictions, covenants, terms, conditions and limitations, said majority of record owners shall consist of or be determined with reference to the record owners of lots in said Chelsea Estates Subdivision, as well as the owner or owners of captioned lands.

IN WITNESS WHEREOF, The undersigned owners have hereunto set their hands and seals on this, the 24th day of November, 1975.



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Dudley E. Williams


Rebecca H. Williams

STATE OF ALABAMA
COUNTY OF JEFFERSON

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dudley E. Williams and wife, Rebecca H. Williams

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

Given under my hand and seal this the 24th day of November 1975.

James R. Davis
Notary Public

STATE OF
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

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

Given under my hand and seal this _____ day of _____ 19__.

Notary Public

STATE OF
COUNTY OF

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____

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

Given under my hand and seal this _____ day of _____ 19__.

Notary Public

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EXHIBIT "A"

Commence at the Southeast corner of the North half of the Northwest Quarter of the Southwest Quarter of Section 35, Township 19 South, Range 1, West; thence run in a Westerly direction along the South line of said North half of the Northwest Quarter of the Southwest Quarter of Section 35 a distance of 675.0 feet; thence turn an angle to the right of 91 degrees, 48 minutes, 56 seconds and run in a Northerly direction for a distance of 1,127.32 feet to it's intersection with the Southerly right-of-way line of Liberty Road; thence turn an angle to the right of 58 degrees, 29 minutes, 51 seconds to the tangent of a curve to the right, having a central angle of 29 degrees, 32 minutes, 09 seconds and a radius of 310.32 feet; thence continue along the arc of said curve, continuing along the Southerly right-of-way line of Liberty Road in an Easterly direction a distance of 159.97 feet to the end of said curve; thence continue in an Easterly direction along the Southerly line of said Liberty Road along the tangent extended to last described curve a distance of 513.15 feet to the point of commencement of a curve to the left, having a central angle of 1 degree, 34 minutes, 07 seconds and a radius of 421.60 feet; thence continue along the arc of said curve a distance of 11.54 feet to it's intersection with the East line of the Southwest Quarter of the Northwest Quarter of Section 35, Township 19, South, Range 1 West; thence from the tangent extended to last described curve, turn an angle to the right of 93 degrees, 36 minutes, 07 seconds and run in a Southerly direction along the East line of said Southwest Quarter of the Northwest Quarter and continuing along the East line of said Northwest Quarter of the Southwest Quarter of said Section 35 a distance of 1,169.52 feet to the point of beginning.

ALSO:

A tract of land located in the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows: Commence at the SW corner of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 35, Township 19 South, Range 1 West, Shelby County, Alabama thence North along the West line of said quarter-quarter Section a distance of 505.22 feet to the South right-of-way boundary of Liberty Road, Thence 74 degrees, 48 minutes, right 175.9 feet along a chord of a curve being subtended by a central angle of 24 degrees, 04 minutes, 54 seconds, and having a radius of 421.60 feet, to a point on said right-of-way boundary, thence 105 degrees, 12 minutes, right from said chord, in a Southerly direction a distance of 546.10 feet to the South line of said quarter-quarter section, thence right and Westerly along said quarter-quarter line 170 feet to the point of beginning.



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Donna J. McClinton
JUDGE OF PROBATE

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED
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