

State of Alabama

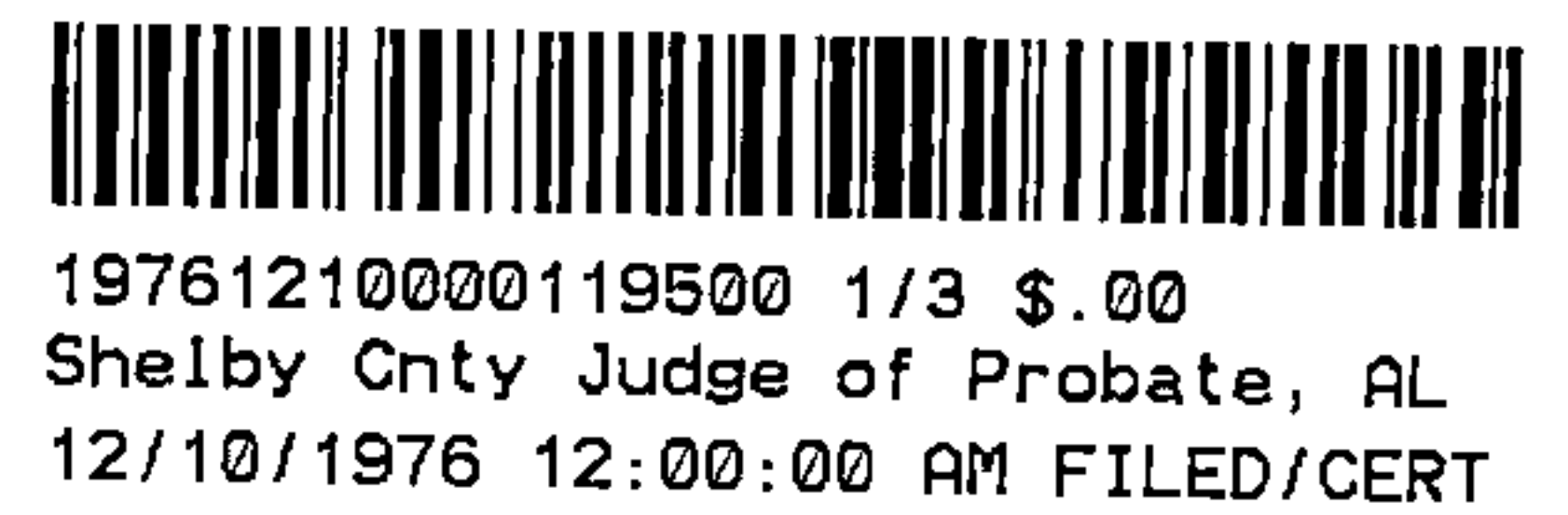
County of Shelby

RESTRICTIONS

Dated: December 2, 1976

2020  
2017  
HOMESTEAD THIRD SECTOR

Know ALL Men By These Presents:



WHEREAS, Residential Land Co., Inc. is the owner of the following described lots lying and being in Shelby County, Alabama:

Lots in Third Sector including a resurvey of lots 10, 11, and 27, Homestead, First Sector, as recorded in Map Volume 6, page 9, Probate Office, Shelby County, Alabama, and lots 90 and 91, Homestead, Second Sector, as recorded in Map Volume 6, page 74, Probate Office, Shelby County, Alabama, and being situated in the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of NW $\frac{1}{4}$  Section 15, Township 19 South, Range 2 West, and NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 16, Township 19 South, Range 2 West, Shelby County, Alabama.

WHEREAS, the said corporation is desirous of establishing certain building restrictions and limitations applicable to all lots in said survey:

NOW THEREFORE, the undersigned does hereby adopt the following building restrictions and limitations which shall be applicable to all lots in said Survey of Homestead, Third Sector and including a resurvey of lots 10, 11, and 27, Homestead, First Sector, as recorded in Map Volume 6, page 9, Probate Office, Shelby County, Alabama, and lots 90 and 91, Homestead, Second Sector, as recorded in Map Volume 6, page 74, Probate Office, Shelby County, Alabama, and being situated in the NW $\frac{1}{4}$  of SW $\frac{1}{4}$  and the SW $\frac{1}{4}$  of NW $\frac{1}{4}$ , Section 15, Township 19 South, Range 2 West, and NE $\frac{1}{4}$  of SE $\frac{1}{4}$ , Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, which building restrictions and limitations are as follows:

A. RESIDENTIAL AREA COVENANTS:

A-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 one detached single-family dwelling not to exceed two and one-half stories in height, a private garage for not more than three cars, play houses or storage houses which conform with the architectural design, materials, and decor of the surrounding, and special building as shown under A-14.

A-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 size, materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. Approval shall be as provided in Section labeled Architectural Control Committee. The committee shall have the power to alter restrictions in its judgment such exception would not adversely affect the value of adjoining property.

A-3. DWELLING SIZE. One level Rancher or with basement 1500 square feet heated; split level 1500 square feet heated; split foyer 1350 square feet heated on main level with 1900 square feet heated total; story and one-half 1350 square feet heated main level and 1900 square feet heated total; two story 1000 square feet heated main level with 2000 square feet heated total.

A-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 35 feet to the front lot line, or nearer than 35 feet to any side street line, except that the Architectural Control Committee may make certain exceptions as provided in Section entitled "Architectural Control." No building shall be located nearer than 10 feet to an interior lot line, except that a 5-foot minimum



side yard shall be permitted for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. For the purpose of this covenant, eaves, 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.

A-5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.

A-6. NUISANCES. No offensive activity shall be carried on upon any lot.

A-7. TEMPORARY STRUCTURES. 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.

A-8. No boat, boat trailer, house trailer, camper or similar equipment or vehicle shall be parked or stored on any road, street, driveway, front yard or side yard or lot located in the Subdivision for any period of time in excess of 48 hours except in carports, garages, or rear yards.

A-9. No outside clothes lines shall be permitted.

A-10. No garage or carport to open to front.

A-11. Any dwelling or other structure on any lot in the Subdivision which may be destroyed in whole or in part for any reason must be rebuilt within one (1) year. All debris must be removed and the lot restored to a sightly condition with reasonable promptness, provided that in no event shall such debris remain on any lot longer than sixty (60) days.

A-12. 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, 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.

A-13. 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, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structures designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

A-14. 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 household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes, and except that Lots 10-A, 69, 72, 75, 79, 76, and 90-A shall be permitted to have a maximum of two (2) horses in accordance with the following provisions:

1. All barns, stables, etc. shall be located at least 35 feet from side lot line and 35 feet from rear property line.
2. All animals are to be housed, fed, watered, and pastured at least 150 feet from all then existing residences other than that of owner.
3. All animals shall be housed and fed in rear of owner's residence.

A-15. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as 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.



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A-16. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevation 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 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction on such sight lines. No fence shall be erected in front of any dwelling, so as to completely enclose front yard.

B. ARCHITECTURAL CONTROL COMMITTEE.

B-1. MEMBERSHIP. The Architectural Control Committee is composed of the following: Board of Directors of Residential Land Co., Inc. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

B-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 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.

C. GENERAL PROVISION.

C-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 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 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.

C-2. 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 violations or to recover damages.

C-3. SEVERABILITY. Invalidation of any 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 Residential Land Co., Inc., a corporation, by Richard M. Baker, its President, who is duly authorized to execute this instrument, and who has hereto set his signature and corporate seal, this the 2nd day of December, 1976.



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RESIDENTIAL LAND CO., INC.

By: Richard M. Baker  
Richard M. Baker, President

STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Richard M. Baker, whose name as President of the Residential Land Co., Inc., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2nd day of December, 1976.

Marianne R. Hester  
Notary Public

STATE OF ALABAMA, SHELBY CO.  
I CERTIFY THIS  
INSTRUMENT WAS FILED

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