

STATE OF ALABAMA)
)
 COUNTY OF SHELBY)



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 Shelby Cnty Judge of Probate, AL
 04/27/1977 12:00:00 AM FILED/CERT

RESTRICTIONS ON CHANDALAR SOUTH,
 FIFTH SECTOR

KNOW ALL MEN BY THESE PRESENTS, That

WHEREAS, W.M. Humphries Enterprises, Inc. heretofore recorded in the Probate Office of Shelby County, Alabama, in Map Book 6, Page 146, the map and survey known as Chandalar South, Fifth Sector. The following restrictions are herewith placed on the lots in said Chandalar South, Fifth Sector Subdivision:

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 and a detached garage and/or storage building.

2. ARCHITECTURAL CONTROL: No building and/or fence shall be erected, placed or altered on any lot until the construction plans and specifications and plans showing the location of the structure and/or fence have been approved by the Architectural Control Committee, its designated representative or successor as set out in Paragraph 13, as to quality of workmanship and material, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot until similarly approved. In no event shall any fence, wall, detached garage or storage area be erected nearer to any street than the minimum building set back line unless specifically approved. All fences in the front of any structure must be of wood. Approval shall be as provided herein.

3. DWELLING QUALITY: No structure shall be permitted of an inferior material or workmanship, it being the intention and purpose of the covenant to insure that all structures shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded.

Attn: Ray Hamilton
 W.M. Humphries
 The...

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Construction is subject to the following conditions: Plans for any residence, detached garage, storage area or fence to be constructed on the property must be approved by the Architectural Control Committee and the file copy of the plans left in the possession of the present owners, W.M. Humphries Enterprises, Inc., prior to construction.

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 set back line as 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. No building shall be located nearer than 8 feet to the interior lot line, except that a 5 foot minimum side yard shall be permitted for a garage or other permitted assessory building located 35 feet or more from the minimum set back line unless approved by the Architectural Control Committee. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon another lot.

5. EASEMENTS: Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved as set out in the recorded plat. The granting of this easement or right of access shall not prevent the use of the area by the owner for the permitted purpose except for building. A right of pedestrian access by way of a driveway or open lawn area shall also be granted on each lot, from the front lot line to the rear lot line, to any utility company having an installation in the easements.

6. FENCES: No fences of any kind shall be erected within the area of the 40 or 50 foot minimum building set back lines referred to in Paragraph 4 herein.

7. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

8. TEMPORARY STRUCTURES: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently.

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9. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one professional 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.

10. OIL AND MINING OPERATIONS: No oil drilling, oil development, operation, 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.

11. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and same 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.

12. SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 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 obstructions of such sight lines.

13. MEMBERSHIP: The Architectural Control Committee is composed of W.M. Humphries, of Pelham, Alabama. The Committee may designate a representative to act for it. In the event of the death of W.M. Humphries, the Committee shall be composed of the Board of Directors of W.M. Humphries Enterprises, Inc., or a majority thereof and the Board of Directors shall have full authority to act as the Architectural Control Committee, and it shall further have full authority to delegate a representative to act for it with full authority. Neither W.M. Humphries nor his designated representative, nor W.M. Humphries Enterprises, Inc., nor its designated repre-

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representative, shall be entitled to any compensation for services performed pursuant to this covenant.

14. 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.

15. 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 25 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.

16. 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 violation or to recover damages.

17. SEVERABILITY: Invalidation of any one of these covenants by judgments or court order shall in no wise affect any one of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed and its seal affixed hereunto on this the 27th day of April, 1977.

ATTEST:

W.M. HUMPHRIES ENTERPRISES, INC.

By Larry G. Silvers
Its Secretary
L.S.

By W.M. Humphries
W.M. Humphries, Its President

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

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JUDGE OF PROBATE



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