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Shelby Cnty Judge of Probate, AL  
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STATE OF ALABAMA )

COUNTY OF SHELBY )

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KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, John G. Halbert and wife, Eloise J. Halbert, are the owners of all of the following described lots situated in the Alabaster, Montevallo Area of Shelby County, Alabama:

Lots 1 thru 22 Monte Verde Subdivision as recorded in Map Book 6, Page 66, Shelby County Courthouse, Columbiana, Alabama.

WHEREAS, John G. Halbert and wife, Eloise J. Halbert, desire to subject all of the numbered lots in the above survey to the covenants, terms, conditions, restrictions and limitations hereinafter set forth:

NOW THEREFORE, in consideration of the premises and other valuable considerations, the receipt whereof is hereby acknowledged, the said John G. Halbert and Eloise J. Halbert, do hereby agree that said property and each lot hereinabove described shall be subject to the following covenants, terms, restrictions, conditions and limitations:

1. The said property shall be used for residence purpose only.
2. No one story dwelling house of less than 1200 square feet of area exclusive of porches, carports and terraces, and no one-half or two-store dwelling houses having less than 1000 square feet on the first floor shall be erected on any lot in said subdivision.
3. No temporary buildings, servant houses, garages or other building shall be used for residence purposes prior to the completion of a dwelling house on said property, in accordance with these restrictions.
4. No cement blocks used in buildings shall be exposed to street.
5. No dwelling shall be erected on any lot of said property, the front line of which shall be nearer the road or street on which said lot of said property faces than 35 feet, and that no dwelling shall be erected on any lot of said property, the side line of which (which means the side line or porch or projection not counting steps) shall be nearer the side line of said lot than 10% of the lot width; on corner lots the side of no house shall be closer to street than 35 feet. However, the architectural control committee mentioned below, retains the authority to waive any violation of set back line.
6. No dwelling, outbuildings, garages or servants houses shall be erected or begun on said property without plans and specifications having first been delivered to and approved in writing by a committee composed of John G. Halbert. If the plans, specifications, architectural design, grade and location of a dwelling or other building provided for herein, are actually delivered to one of the members of said committee for examination

Waldron Construction  
4616 Round Forest Circle  
Bham. Ala. 35213



and approval and no member of said committee acts thereon within 25 days after such delivery by delivering notice in writing of his determination to the party requesting his approval, such plans, specifications, architectural design, grades and location, as the case may be, shall be conclusively deemed to have been approved by the committee.

X

7. The lots shown on this map may be further subdivided for the purposes of increasing the size of adjacent lots, however, no additional building lots may be created by resubdivision of the lots shown hereon. In the event of any such subdivision of the lots shown on the recorded map, the tract so constituted shall be considered as and referred to as one lot for the purposes of constituted covenants and these covenants shall apply the same as if said tract had been originally platted as one lot on this plot. Should the owner of two adjacent lots desire to build and maintain dwelling on both lots, the side restriction shall apply to the extreme side line of the combined lots.

8. No lot shall be cultivated for crops of any sort, except in kitchen garden of reasonable sizes, suitably located

9. There shall not be built, maintained, or kept on any lot of said property a cess pool, privy or privy vault, or receptacle of any kind for the storage of liquid waste, except septic tanks of an improved type, satisfactory to the County Health authorities. No septic tanks may be constructed within 30 feet of an adjoining property line. No sewer or drainage line shall be laid on any lot which shall empty on or become a nuisance to the adjoining property.

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10. The grantor reserves the right to make any road or other improvements abutting on said property, to change the present road or street grades, if necessary without liability to the purchaser or assign for any claim for damages and further reserves the right to change or notify the restrictions on any property in said subdivision.

11. The construction, operation or maintenance of any Dairy, or dog kennel or place for caring for or raising stock or other animals for commercial purposes is hereby prohibited and no such building shall be constructed maintained or operated on any lot in the subdivision but this provision is not intended to prohibit any owner from keeping a pet dog, pet birds or other pet fowls so long as they do not become a nuisance. No cattle or horses may be kept on premises.

12. Every contract to convey, and every deed conveying any lot in the subdivision which is not first approved in writing by a member of the committee named above, shall be void, but this Section shall not defeat the title of any purchaser on foreclosure of a valid mortgage on any lot, or defeat any mortgage made in good faith.



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13. In the event John G. Halbert dies or becomes incapacitated, the owners of a majority of the lots in Monte Verde by instrument in writing signed by a majority of the owners of such lots, appoint a Committee of three of their number to perform all of the functions and exercise all of the rights, duties and powers hereby vested in John G. Halbert.

It is understood and agreed that said conditions, limitations and restrictions shall attach to and run with the land for a period of 25 years from April 1, 1977, at which time said restrictions and limitations shall be automatically extended for successive periods ten years, unless by a vote or a majority of the then owners of the lots it is agreed in writing to change said restrictions and limitations in whole or in part. If the parties hereto, or any of them, or their assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning real property situated in said development or subdivision to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing so or to recover damages or other dues from such violation.

Invalidation of any one of these covenants by judgements or Court Order shall in no wise affect any of the other provisions which shall remain in full force and effect.

These covenants are subscribed to on the 11 day of June, 1977.

BY: John G. Halbert  
John G. Halbert

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

1977 JUN 13 PM 12:19

Eloise J. Halbert  
Eloise J. Halbert

Thomas A. Snowden, Jr.  
JUDGE OF PROBATE

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Deed

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