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Shelby Cnty Judge of Probate, AL
09/08/1977 12:00:00 AM FILED/CERT

CEDAR GROVE ESTATES:

PROTECTIVE COVENANTS
AND RESTRICTIONS
TO PROMOTE
AND MAINTAIN
HIGH PROPERTY VALUES


SHELBY COUNTY, ALABAMA

BOOK 21 PAGE 614 See Amended Covenants Map Bk. 30 pg. 158
(4-2-79)

Robert L. Robinson
2725 - 7th Ave. So.
Bham Ala



STATE OF ALABAMA)
COUNTY OF SHELBY)


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PART A

The undersigned, A. P. Sloss, Jr., and James Sloss, being the owners of the following described real property situated lying and being in Shelby County, State of Alabama, to-wit: Exhibit "A" attached hereto and made a part hereof; hereby makes the following declaration as to the limitations, restrictions and uses to which the above described property may be put, hereby specifying that such declaration shall constitute covenants to run with this land, as provided by law, and shall be binding upon all parties and persons claiming under them and for the benefit of, and limitations upon all future owners of said property or any portion thereof; this declaration of restriction being designed for the purpose of keeping such property, hereinafter referred to as lots, desirable, uniform and suitable in architectural design and use as herein intended and specified.

PART B

AREA OF APPLICATION

B-1 FULLY PROTECTED RESIDENTIAL AREA. The residential area covenant in Part C in its and their entirety shall apply singularly and jointly to the above described lots in Cedar Grove Estates, Shelby County, Alabama.

PART C

RESIDENTIAL AREA COVENANTS

C-1 LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes, solely and only. No building shall

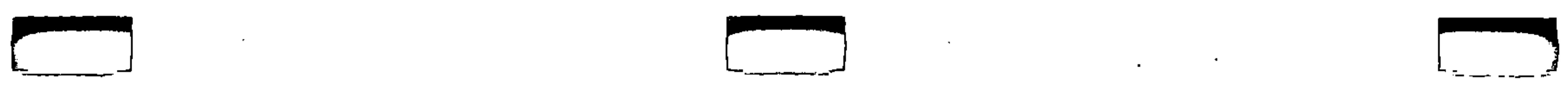
BOOK 21 PAGE 615

be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, one neat and well kept detached parking garage to serve said dwelling, one neat and well kept barn having no more than four horse stalls and one neat and well kept tool/tractor shed. All fences, walls, hedges, or other of similar purpose shall be no closer to any property line nearest a publically used road or street within or upon the overall herein above described property than 35 feet; and any such fence, wall, gate, hedge, or other shall be neat and well kept, as shall any other fence, wall, gate, hedge, out-building, dwelling or other permitted by law, decree, covenants, restrictions, rules and whatsoever as said pertain to the herein covered lots.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed or altered on any lot until the construction plans and specifications, including pre-built and on site constructed and any combination thereof, and a plan showing the location of the proposed structure or structures have been approved by the Architectural Control Committee as to quality and harmony of external design and overall aesthetic incorporation within the framework of the existing or proposed structures and as to location with respect to topography and finish grade elevation have been so approved by said committee as provided in Part D herein.

C-3. DWELLING VALUE AND COST. No detached dwelling shall be permitted at any time upon any lot for which the fair market value of said dwelling is less than \$20,000; based upon value and cost levels prevailing on the date these covenants are recorded; it being the intention, purpose and design of the covenant to assure that all dwellings shall be of a quality of workmanship, materials and aesthetics substantially the same or better than that which can be produced on the date these covenants

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are recorded for and at the minimum value and cost stated herein for the minimum permitted dwelling upon any herein subject lot.

C-4. BUILDING LOCATIONS. No building shall be located on any lot nearer to the front lot line or nearer to the adjacent side street lot line than 35 feet. No building shall be located nearer than 20 feet to an interior lot line except that a 10 foot minimum side yard shall be permitted for any permitted accessory building located 75 feet or more from the minimum front building set-back line. No dwelling shall be located nearer than 35 feet to the rear lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this particular provision of this covenant shall not be construed or interpreted so as to permit any portion of any structure on any lot to unlawfully encroach upon another lot.

C-5. LOT AREA AND WIDTH. No detached dwelling shall be erected or placed on any lot having a width of less than 100 feet at the minimum front building setback line nor shall any detached dwelling be erected or placed on any lot containing less an area than 35,000 square feet.

C-6. EASEMENTS AND RELATED ACCESS. Easements and access to each individual lot for necessary and normal installation and maintenance of roard, utilities and drainage facilities are reserved within an area of 30 feet inside each lot line of each lot. The granting of this easement and right of access shall not prevent the use of the area by the owner for any permitted purposes except for buildings. A right of pedestrian access by way of a driveway or open lawn areas shall also be granted on each lot from the front lot line to each side lot line and rear lot line to any public authority or utility company having an installation, or in the process of having installed an installation, in any said

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easement, provided such right of use and access is neither normally nor arbitrarily abused, from the standpoint of the owner as usually regarded as reasonable and prudent according to local special circumstances and custom. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-7. NUISANCES. No commercial activities, or by-products of any such commercial activity, or hobbies of a commercial or noxious or offensive nature whatsoever such as, but not limited to, the outside storage of such articles as junk vehicles, racing vehicles, building materials, equipment, automotive vehicles for commercial resale, grease racks, welding equipment, excessive noise, foul odors or otherwise shall occur within the confines of any lot right-of-way or road, except by or at the direction of a public utility or governmental authority of competent jurisdiction in the normal discharge of their respective jobs, obligations and duties; nor shall anything be done thereon or therein which may be or may become an annoyance to the neighborhood.

C-8. TEMPORARY STRUCTURES. No structure of a temporary character as a wagon, trailer, camper, bus, basement, tent, shack, garage, barn, any outbuilding or other shall be used on any lot at any time as a residence for either temporary, occasional or permanent occupancy.

C-9. SIGNS. No sign of any kind shall be displayed to public view on any lot except one professional sign not more than one square foot in area, one sign of not more than five square feet in area advertising the lot for sale or rent, excluding signs used by a builder or original owner in Cedar Grove Estates while such owner maintains his original equity position in Cedar Grove Estates and any other signs the Architectural Control Committee approves.

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C-10. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or within any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or within any lot. No derrick, pipeline or other structure designed or used in boring or drilling for, nor the pumping or transmitting of any oil or natural gas shall be erected, laid, maintained or permitted upon or within any lot.

C-11. REPTILES, LIVESTOCK AND POULTRY. No reptiles, pigs, goats, sheep, cattle or other domestic, wild or exotic livestock or animals whatsoever, nor poultry of any kind shall be raised, bred, kept or maintained on any lot, except that dogs, cats or other household pets may be kept, provided that they are not an infringement upon nor an interference with the quiet enjoyment of the neighborhood and are not bred, raised, kept or maintained for any commercial purpose.

C-12. GARBAGE, REFUSE, JUNK AND WASTE DISPOSAL. No lot shall be used or maintained as a dumping or storage ground or repository for any trash, garbage, junk, rubbish or other waste. However, any such trash, garbage or other waste may be kept temporarily in sanitary containers while awaiting imminent removal. All containers, incinerators other equipment for the storage or disposal of such material shall be kept and maintained in a clean, sanitary and not unsightly condition and location.

C-13. WATER SUPPLY. No individual water supply system shall be permitted upon any lot except as permitted and accepted by the then current Health Regulations in effect and the Health Authorities having jurisdiction.

C-14. SEWAGE DISPOSAL. Individual sewage disposal system shall be permitted upon any lot, but only in accordance with the then current Health Regulations in effect.

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C-15. HORSES AND PONIES. Personal riding horses and ponies may be kept within one's lot and are exempt from the provisions of Paragraph C-11 hereinabove, provided that such keeping is not unlawful and that said horses and ponies are kept by fences at least 200 feet distance from any dwelling not within that lot whenever said horses and ponies are not actually being ridden or transported and that such horses and ponies are not raised, kept and maintained for any commercial purpose and such horses and ponies are not an infringement upon nor an interference with the quiet enjoyment of the neighborhood.

C-16. LAND NEAR WATER COURSES. No building shall be placed nor shall any material, refuse, trash, garbage, junk or dirty fill be placed or stored upon any lot within 20 feet of the edge of any open water course, except that clean fill, pipes and culverts for water control, fences or other may be placed in or nearer to than said 20 feet provided that the natural water flow and course from any such lot is not altered, blocked or changed significantly by any such fill, pipes, culverts, fences or other.

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PART D - ARCHITECTURAL COMMITTEE

D-1. MEMBERSHIP. The Architectural Control Committee is composed of A. P. Sloss, Jr., John M. Benton, Jr. and Robert L. Robinson, at 2725 7th Ave. South, Birmingham, Alabama 35233, and at such address which may without notice thereof be changed from time to time. A majority of the Committee may designate a representative to act for it. In the event of death, incapacitation or resignation of any member of the Committee, the remaining members shall have full suthority to designate a successor. No member of the Committee nor its designated representatives shall not be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the Committee or

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to 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 that the Committee or its designated representative fails to approve or disapprove within 45 days after plans and specifications have been submitted to it, or in the event that an infraction of said herein covenants is disclosed to the Committee or its designated representative and the Committee for whatever reason takes no action within in 45 days, or in any event, if no suit to enjoin the construction or to enjoin said infraction has been commanded prior to the completion thereof or 46 days thereafter, approval of and by the Committee or its designated representative will not be required and the related covenants shall be deemed to have been either fully complied with or fully waived or both, as the case may be, as to that particular covenant and circumstance.

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 thirty years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by a majority of the owners of the lot has been recorded agreeing to change said covenants in whole or part.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant to restrain violation or to recover damages.

E-3. SEVERBILITY. Invalidation of any of these covenants or portions and parts thereof by judgement, court order or other shall in no wise affect any of the other provisions which shall remain in full force and effect.

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PART F

IN WITNESS WHEREOF, A. P. Sloss, Jr., has caused these presents to be executed this the 1st day of Sept. 1977.

CEDAR GROVE ESTATES

BY: A. P. Sloss Jr.

A. P. Sloss, Jr.



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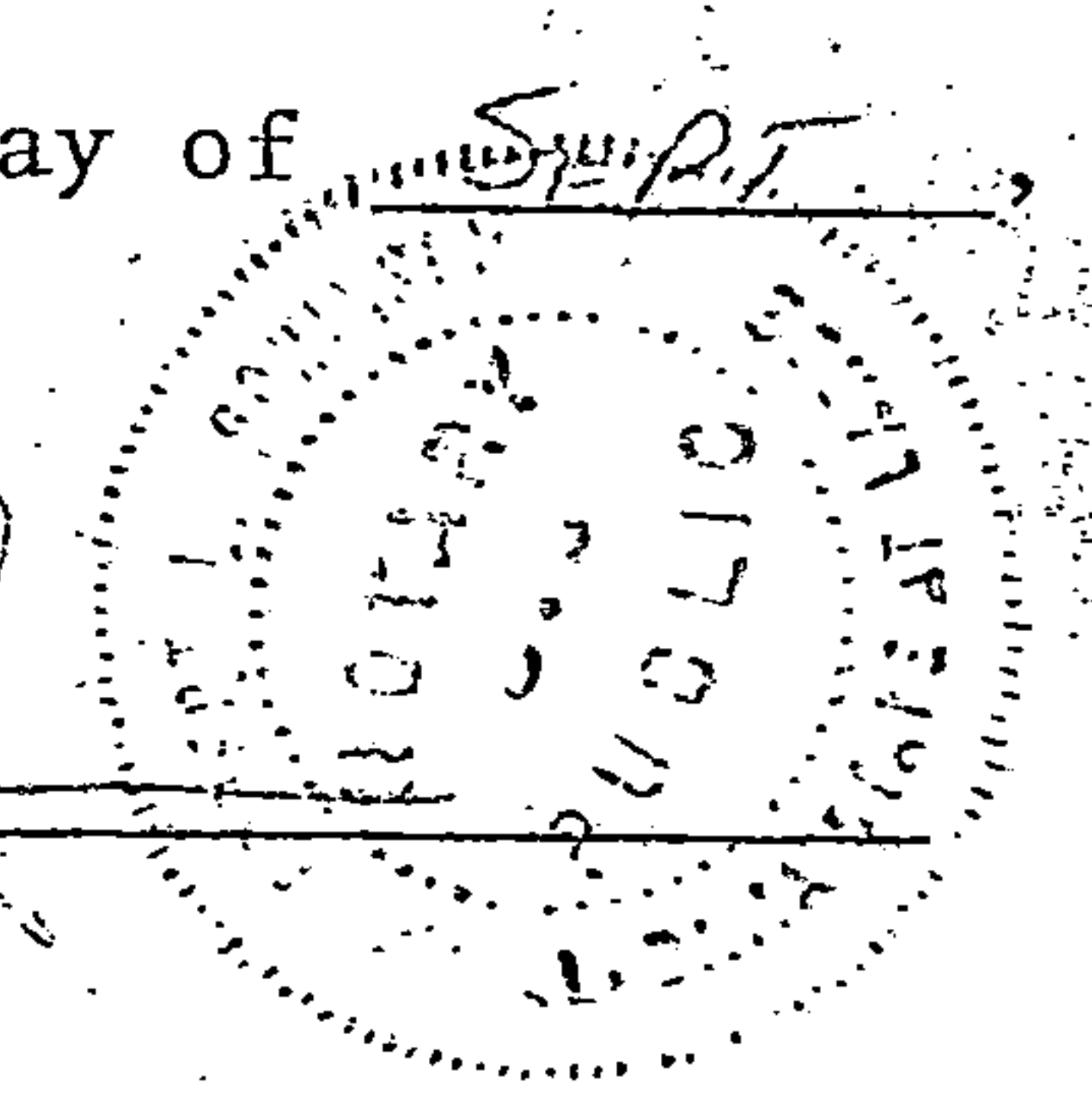
STATE OF ALABAMA)
COUNTY OF ST. CLAIR)

I, Robert L. Robinson, a Notary Public in and for said County in said State, Hereby certify that A. P. Sloss, Jr., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of its contents, he as the owner executed the same voluntarily.

Given under my hand and seal, this the 1st day of Sept. 1977.

Robert L. Robinson

Notary Public



My Commission Expires: September 3, 1980

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

1977 SEP -8 AM 8:47

Thomas A. Sloss, Jr.
JUDGE OF PROBATE

Fee 13.50
Ind. 1.00
\$ 14.50

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