

State of Alabama
Shelby County

8284

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, Lewis Knowles, is the owner of the following described lots situated in the Subdivision known as The Round Table in Shelby County, Ala.:

Lot 1 through 13 of The Round Table as recorded in the Probate Judge Office of Shelby County, Ala.

WHEREAS, Lewis Knowles, desires to subject all of the numbered lots in the above survey to the covenants, terms, conditions, restrictions and limitations herein after set forth:

NOW THEREFORE, in consideration of the premises and other valuable considerations, the receipt whereof is hereby acknowledged, the said Lewis Knowles, does hereby agree that said property and each lot herein above described shall be subject to the following covenants, restrictions, terms, conditions, and limitations:

1- The said property shall be used for residential purposes only.

2- The intention and purpose of the covenant to assure that all dwellings 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. The ground floor area of the main structure shall not be less than 1200 square feet (excluding one-story open porches and garages), nor less than 1000 square feet for a dwelling of more than one story.

3- No temporary buildings, trailers, servant houses, garages, or other buildings shall be used for residential purposes prior to the completion of a dwelling house on said property, in accordance with these restrictions.

Lewis Knowles

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Shelby Cnty Judge of Probate, AL
02/28/1978 12:00:00 AM FILED/CERT

5- No dwelling shall be erected on any lot of said property nearer to the front lot line or nearer to the side street line than the building setback line as shown on the recorded plat of The Round Table. In any event, any portion of the building shall not be located on any lot nearer than 35 ft. to the front lot line or more than 60 feet from either the front lot line or the side street line or nearer than 10 feet to any side lot line nor nearer than 30 feet to the back lot line. However the Architectural Control Committee mentioned below retains the authority to waive any violation of the setback lines.

6- The lots shown on this map may be further subdivided for the purpose of increasing the size of adjacent lots, however no additional building lots shall be created by resubdivision of the lots as shown on the record map of the Round Table. Should the owner of two adjacent lots desire to build and maintain a dwelling on both lots, the side restrictions shall apply to the extreme side line of the combined lots.

7- No lot shall be cultivated for crop of any sort, except for kitchen gardens of reasonable size, which must be located to the rear of any dwelling.

8- The purchaser, or owner, shall reserve the right to alter any road or other improvements abutting said property, to change the present road or street grades, if and when without liability to the purchasers, they shall not be liable for any claims for damages and shall reserve the right to change or modify the restrictions on any property in said subdivision.

9- No farm animals shall be kept or maintained on any residential building lot and no more than two domestic animals shall be kept or maintained on any residential building lot.

10- 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 the foreclosure of a valid mortgage on any lot, or defeat any mortgage made in good faith.

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Shelby Cnty Judge of Probate, AL
02/28/1978 12:00:00 AM FILED/CERT

11- In the event that Lewis Knowles dies or becomes incapacitated the owners of a majority of the lots in The Round Table by an instrument in writing signed by a majority of the owners of such lots, map appoint a Committee of three of their number to perform all the functions and exercise all of the rights, duties, and powers hereby vested in Lewis Knowles.

12- No signs shall be permitted on any lots, except for "For Sale" of "For Rent" signs, which shall not be more than 18"x24"

13- Fences may be constructed to the rear of the dwelling house, but none shall be constructed nearer the front of the lot than the rearmost portion of any dwelling house, except those specifically approved in writing by the Architectural Control Committee.

14- No mail box or paper box shall be placed upon any lot unless the type and form of the same is approved by the Architectural Control Committee.

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

16- No oil drilling rig, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

17- No lot shall be used or maintained as a dumping ground for rubbish. Trash 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.

18- No lot shall be used as a dumping ground for refuse.

18- No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both the state and local public health depts. Approval of such systems as installed shall be obtained from such authority.

19- No fence, wall, hedge or shrub plantings which obstructs sight lines at elevations of 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 case of a rounded property corner from the intersection of the street property lines extended. The same sight 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 of such sight lines.

20- No individual water supply system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of both the state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

21- No dwelling, outbuildings, garages or servants houses shall be erected or begun on said property until the building plans and specifications and a plot plan showing the location of such building have first been submitted and approved in writing as to harmony and conformity of the external design with existing structures in the subdivision by the Architectural Control Committee composed of Lewis Knowles and others as designated by Lewis Knowles. If the plans, specifications, architectural design, plot plan, grade, and location of a dwelling or other buildings provided for herein are actually delivered to the said Committee for examination and approval and no action is taken by said Committee within thirty (30) days after such delivery such plans, specifications, architectural designs, plot plans, grades, and location, shall be conclusively deemed to have been approved by the Committee.



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Shelby Cnty Judge of Probate, AL
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It is understood and agreed that said limitations, conditions, and restrictions shall attach to and run with the land for a period of 25 years from 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 the development or subdivision to prosecute at 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 othrt dues from such violation.

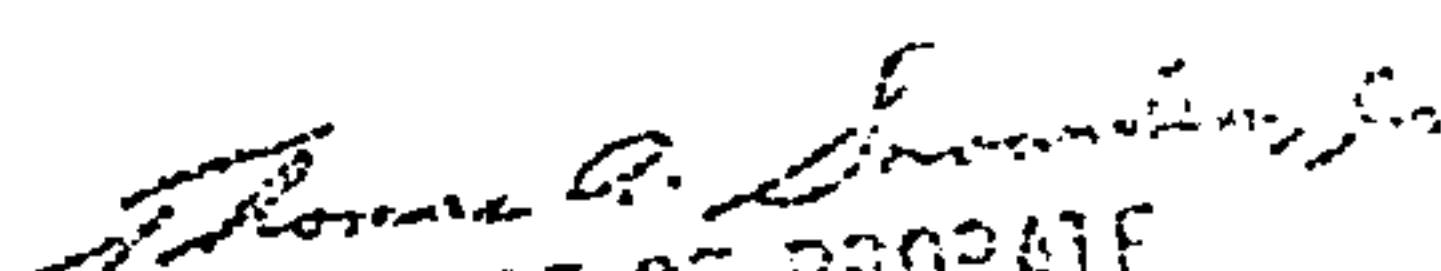
Invalidation of any one of the these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

These covenants are subscribed to on this day of 1978.


LEWIS KNOWLES

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

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JUDGE OF PROBATE

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