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Shelby Cnty Judge of Probate, AL
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RESTRICTIVE COVENANTS FOR CLEARVIEW ESTATES, AS RECORDED IN THE
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA IN MAP BOOK 7, PAGE 43.

WHEREAS, the undersigned Elbert W. Gibson, an individual, Route 2, Box 4, Columbiana, Alabama 35051, is desiring to establish a plat for said Clearview Estates as the same is recorded in the Probate Office of Shelby County in Map Book 7, Page 43.

NOW, THEREFORE, the said restrictive covenants for lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12 of said Clearview Estates are hereby established as listed below.

- (A) RESIDENCY, USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be created, erected, placed, or permitted to remain on any lot other than one detached, single-family dwelling not to exceed $2\frac{1}{2}$ stories in height and a private garage for not more than 3 cars.
- (B) 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 quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraphs (M and N).
- (C) DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot unless same is of good quality workmanship and materials. The quality of workmanship and materials shall be the same as, or superior to, those required by Veterans Administration financing; though Veterans Administration financing of such dwelling is not necessary. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1500 square feet for a one-story dwelling, not less than 1800 square feet for a dwelling of more than one story.
- (D) BUILDING LOCATION
- (1) 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 25 feet to any side street line.
 - (2) No building shall be located nearer than 15 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 15 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line.
 - (3) For the purposes 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.
- (E) LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 85 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

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- (F) **EASEMENTS.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. 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.
- (G) **NUISANCES.** These restrictions or nuisances shall include, but not be limited to the following: Specifically, there shall be no noxious or offensive activity carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, and these specifically listed items shall not limit control and elimination of other nuisances.
- (H) **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.
- (I) **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 or a real estate agent to advertise the property during the construction and sales period.
- (J) **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 other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
- (K) **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a 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.
- (L) **SEWAGE SYSTEMS.** 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 the Shelby County Health Department and/or other appropriately designated governmental units of authority. In any event, no sewer or drainage line shall be constructed or laid, which shall empty on, or become a nuisance to the adjoining property.
- (M) **MEMBERSHIP.** The Architectural Control Committee is composed of Elbert W. Gibson, Hazel L. Gibson, and Charles W. Gibson. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall 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 to withdraw from the committee or restore to it any of its powers and duties.
- (N) **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee,



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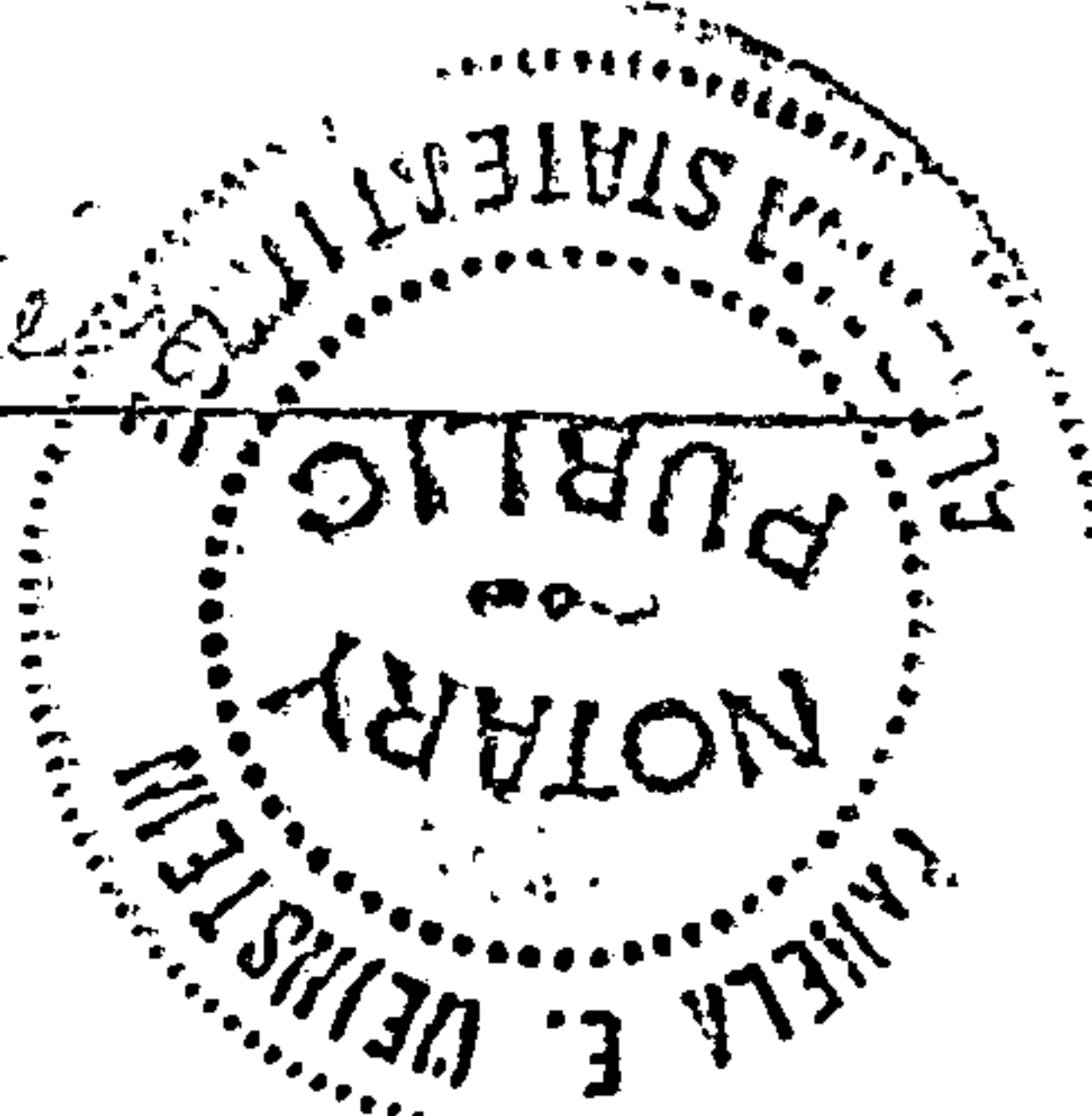
or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

WITNESS my hand this 25th day of November, 1977.

Elbert W. Gibson
ELBERT W. GIBSON

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 25th DAY OF November, 1977.

Pamela E. Weinstein
Notary Public



STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
1978 MAR 29 AM 10:02
Thomas G. Shover
JUDGE OF PROBATE

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