

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RIGHTS

STATE OF ALABAMA)  
SHELBY COUNTY )



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Shelby Cnty Judge of Probate, AL  
05/30/1978 12:00:00 AM FILED/CERT

This declaration made on this day by Realty Brokers, Inc., hereinafter referred to as "OWNER",

W I T N E S S E T H:

WHEREAS, the undersigned Owner owns in fee simple the following described real estate situated in Shelby County, Alabama, to-wit:

Lots 1 through 19, both inclusive and Lots 58 through 69, both inclusive, according to the Survey of Cahaba Manor Town Homes, First Addition, as recorded in Map Book 7, page 57, in the Office of the Judge of Probate of Shelby County, Alabama.

being the entire subdivision known as Cahaba Manor Townhomes.

NOW THEREFORE, the Owner hereby declares that all of the above described properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and rights which are for the purpose of creating uniformity, protecting the value and desirability of the above described property, and which shall run with the said real estate and be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors and assigns shall enure to the benefit of each owner thereof.

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 single-family dwelling not to exceed two and one-half stories in height.

2. 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 hereinbelow.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$23,000.00, excluding lot cost, based upon cost levels prevailing on the date these covenants are recorded,

*Barnett + Jingle*



it being 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 at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages shall be not less than 1,000 square feet for a one-story dwelling, nor less than 500 square feet for a dwelling of more than one story.

4. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than 20 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 2,000 square feet.

5. EASEMENTS. Easements to each individual lot for installation and maintenance of utilities and drainage facilities are reserved on the rear 10 feet of the lot and as shown on the recorded plat plus an adjacent twelve foot strip three feet wide on each side lot line where overhead guys are necessary. The granting of this easement or right of access shall not prevent the use of the area by the owner for any permitted purpose except for buildings. 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 easement. 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. Fences shall not be allowed to be constructed over or along any easement for public utilities.

6. SEWER EASEMENT. All of said property shall be subject to the covenants, stipulations and agreements relative to the sanitary sewer system and the Pelham Sewer Fund, Inc. which said covenants are executed simultaneously with this agreement and filed for record in Volume 25, page 393

7. UNDERGROUND WIRING. All the above described property is subject to that certain Underground Distribution System Agreement heretofore executed by Alabama Power Company and the undersigned Owner as recorded in Volume 108, page 379, in the Probate Office of Shelby County, Alabama, and Volume 311, page 689.

8. 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.

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

10. 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 to advertise the property during the construction and sales period.

11. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, 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.

12. 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 they are not kept, bred, or maintained for any commercial purpose.

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13. 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.

14. WATER SUPPLY. 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 state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

15. SEWAGE DISPOSAL. 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 state and local public health authorities. Approval of such system as installed shall be obtained from such authority.

16. SIGN 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 obstruction of such sight lines.

17. LAND NEAR PARKS AND WATER COURSES. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

18. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP. The architectural control committee is composed of R. P. Sexton, Sr., R. P. Sexton, Jr. and Fred S. Jones. 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.

19. 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 the 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.

20. The owner proposes to construct on each of the aforesaid lots a town house. In the matter of the construction and completion of each of said town houses certain eaves, roof overhands and brick veneer attached to the structural walls will or may encroach over onto the air space of an adjoining or contiguous lot. There is hereby created on each of said lots so affected an easement for said encroachments or overhangs created by said construction. In addition to the valid easements for each of said encroachments or overhangs there is also granted the right to maintain and repair the same so long as said encroachments and overhangs shall and do exist. In the further event that any structure comprising a said town house is totally destroyed and then rebuilt, the Owners of said town house so affected agree that said encroachments and easements shall be permitted in the matter of the reconstruction and the right of maintenance shall continue to exist.

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21. 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 twenty-five 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.

22. 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.

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

IN WITNESS WHEREOF, the Owner has hereunto set its hand and seal this the 22nd day of May, 1978.

REALTY BROKERS, INC.

By R. P. Sexton, Jr.  
R. P. Sexton, Jr., Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)



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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that R. P. Sexton, Jr., whose name as Vice President is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 22nd day of May, 1978.

Glenn W. Harrison  
NOTARY PUBLIC

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS  
DOCUMENT IS FILED

1978 MAY 30 AM 11:30

Thomas A. Harrison  
JUDGE OF PROBATE

Rec. 600  
Ind. 100

700

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