

STATE OF ALABAMA)
SHELBY COUNTY)

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Shelby Cnty Judge of Probate, AL
07/19/1978 08:59:00 AM FILED/CERT

RESTRICTIONS APPLYING TO BERMUDA HILLS
SECOND SECTOR FIRST ADDITION, ACCORDING
TO THE MAP THEREOF, RECORDED IN THE OFFICE
OF THE JUDGE OF PROBATE OF SHELBY COUNTY,
ALABAMA IN MAP BOOK 7, PAGE 16.

GRAVLEE HOMES, INC. & WYATT CONSTRUCTION COMPANY, INC., is the owner of all of the property known as Bermuda Hills, Second, Sector, First Addition, according to map thereof recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 7, Page 16, and is desirous of placing certain restrictions as to the use and enjoyment of the lots or parcels of land embraced in said maps for the protection and benefit of the purchasers of the lots or tracts of land embraced in said maps.

NOW, THEREFORE, ~~Gravlee~~ Gravlee Homes, Inc. & Wyatt Construction Company, Inc., does by these presents file the following protective covenants which covenants are to run with the land and shall be binding on all parties and persons claiming under them until the 27th Day of June, 2002, at which time the covenants shall be automatically renewed for successive ten-year periods unless a vote of the majority of the owners of the lots or tracts agree to change said covenants in whole or in part. Said covenants and restrictions are as follows:

A. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached family dwelling of single family type, not to exceed two stories in height and a private garage for not more than two cars, and other outbuildings incidental to residential use.

B. No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans, specifications and plot plan showing the location of each building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and ground elevation by a committee composed of

Gravlee Homes Inc.
3100 Lorna Rd. Suite 305
B'ham. Ala. 35216

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V. S. Gravlee, L. C. Wyatt and Freda K. Gravlee, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event such committee, or its designated representative fails to approve or disapprove such design and location within thirty days after said plans and specifications have been submitted to it, or in any event, if not suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and its designated representative, shall cease on and after November Twenty Seventh, 2002. Thereafter, the approval described in the covenant shall not be required unless, prior to said date and effective thereon, a written statement shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. This would include dog kennels, stables and chicken houses, etc.

D. No trailer, basement, tent, shack, garage, barn or other building shall at any time be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

E. Dwelling Quality and Size -- Ground floor area of the main structure of one story, exclusive of porches and garages, shall not be less than 1200 square feet for a one-story dwelling and no less than 1400 square feet for a split level dwelling and no less than 1600 square feet for a dwelling of two stories including a 1000 square foot



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minimum for the first floor.

F. An easement is reserved over lots for necessary utility installation and maintenance, as shown on said survey.

G. Building location - No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plot. In any event, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 35 feet to any side street line. Each building must have a minimum of 10 feet side yards to any interior lot lines.

Gravlee Homes, Inc. & Wyatt Construction Company, Inc., reserves unto itself the right to change or alter said restrictions as they may apply to any particular lot so as to permit the construction and location thereon of proper residence in line with the general construction plan authorized in said subdivision. This reservation to be valid for the period of two years from the date of these restrictions and the variations to be authorized shall be placed of record as an approved variation.

H. Enforcement - Enforcement shall be by proceeding 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.

I. Severability - invalidation of any one of these covenants by judgement or court order shall be in no wise effective or any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Gravlee Homes, Inc. & Wyatt Construction Co. Inc., has caused these presents to be executed in its name and behalf of W. D. Tanner and Lester C. Wyatt, its Presidents, who are thereto duly authorized on this 18th day of July, 1978.

GRAVLEE HOMES, INC.

BY:

W. D. Tanner, President

WYATT CONSTRUCTION COMPANY, INC.

BY:

Lester C. Wyatt, President



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STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned a Notary Public in and for said County and State, hereby certify that W. D. Tanner, whose name as President of Gravlee Homes, Inc. and Lester C. Wyatt whose name as President of Wyatt Construction Company, Inc. is signed to the foregoing instrument and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, 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 seal of office this 18th day of July, 1978.

[Signature]
Notary Public
[Circular Notary Seal]

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

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[Signature]
JUDGE OF PROBATE

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