

376

RESTRICTIONS FOR
VALDAWOOD



19800310000028940 1/8 \$.00
Shelby Cnty Judge of Probate, AL
03/10/1980 12:00:00 AM FILED/CERT

Recorded in Map Book 8, Page 6, in
The Probate Office of Shelby County, Alabama

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WHEREAS, Trimm Building Corporation, Inc. and John H. Bankhead & Co. (hereinafter referred to as "Trimm-Bankhead") is the owner of certain property located in Shelby County, Alabama, and known as Valdawood, according to the map recorded in the Office of the Judge Of Probate of Shelby County, Alabama, in Map Book 8, Page 6, and in that said Trimm-Bankhead is desirous of placing certain restrictions as to the use and enjoyment of the lots and parcels of land contained in the said map hereinabove referred to for the protection and benefit of the purchasers of the lots or tracts of land contained in the said map;

NOW THEREFORE, in consideration of the benefits to the said Seller and for the benefits to future purchasers of the said lots and tracts of land, the undersigned Trimm-Bankhead does hereby file the following protective covenants, the said covenants to run with the land and to be binding on all parties and persons claiming thereunder for a

Trimm & Bankhead

period of thirty (30) years from the date hereof, said covenants to automatically renew for successive ten (10) year periods unless a vote of the majority of the land owners of the lots or tracts agree to modify or change the said covenants in whole or in part. The said covenants and restrictions are hereby set forth as follows:

1. All lots in the tract shall be known and described as residential lots. These lots include Lots 3 through 15, 16 through 23, 24 through 34 and 35, 36 and 37. The lots excluded, 1, 2, 38 and 39, have been set aside for commercial use as a condition to restricting the remaining lots for residential use only. No structure shall be erected, altered, placed or permitted to remain on any residential building lot other than one detached single-family dwelling not to exceed two stories in height (excluding a basement) and a private garage for not more than two cars, and other outbuildings incidental to residential use.

2. No building shall be erected, placed or altered on any residential building plat in this subdivision until the building plans, specifications, and plot plan

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showing the location of such 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 finished ground elevation by a representative duly appointed for such purpose of Trimm-Bankhead. No fences or permanent structures including but not limited to chain link fences, walls or other structures shall be erected or placed on the front yard of any lot, the front yard being that portion of the lot between the exterior front wall of the residence constructed thereon and the street which the said residence faces, unless same is approved by Trimm-Bankhead or its designated representative. In the event such development partnership, or its designated representative, fails to approve or disapprove such design and location within thirty (30) 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. The right to approve such plans may be terminated by Trimm-Bankhead at any time the said partnership shall own a minimum of ten

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percent (10%) of the lots and tracts in the said subdivision; otherwise, such right shall cease ten (10) years from date hereof. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument 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 partnership.

3. 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.

4. 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.

5. Dwelling Quality and Size. There are certain lots which are considered on or near the lake contiguous to

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the subdivision, these lots being 16 through 23, 35, 36 and 37. On these lots the following restrictions shall apply: No one level structure shall be less than 2,200 square feet of finished living space exclusive of porches and garages. All one and a half level structures shall have no less than 1,600 square feet first level and 600 square feet on the half level of finished living space, while all two level structures shall have no less than 1,200 square feet on first level and 1,200 square feet on the second level of finished living space exclusive of porches and garages. On all remaining lots in the subdivision excluding 1 and 2, no one level structure shall have less than 1,950 square feet on a single floor, one and a half level shall have less than 1,500 square feet on the first level and 500 on the second level. On two (2) stories, 1,100 on each floor.

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

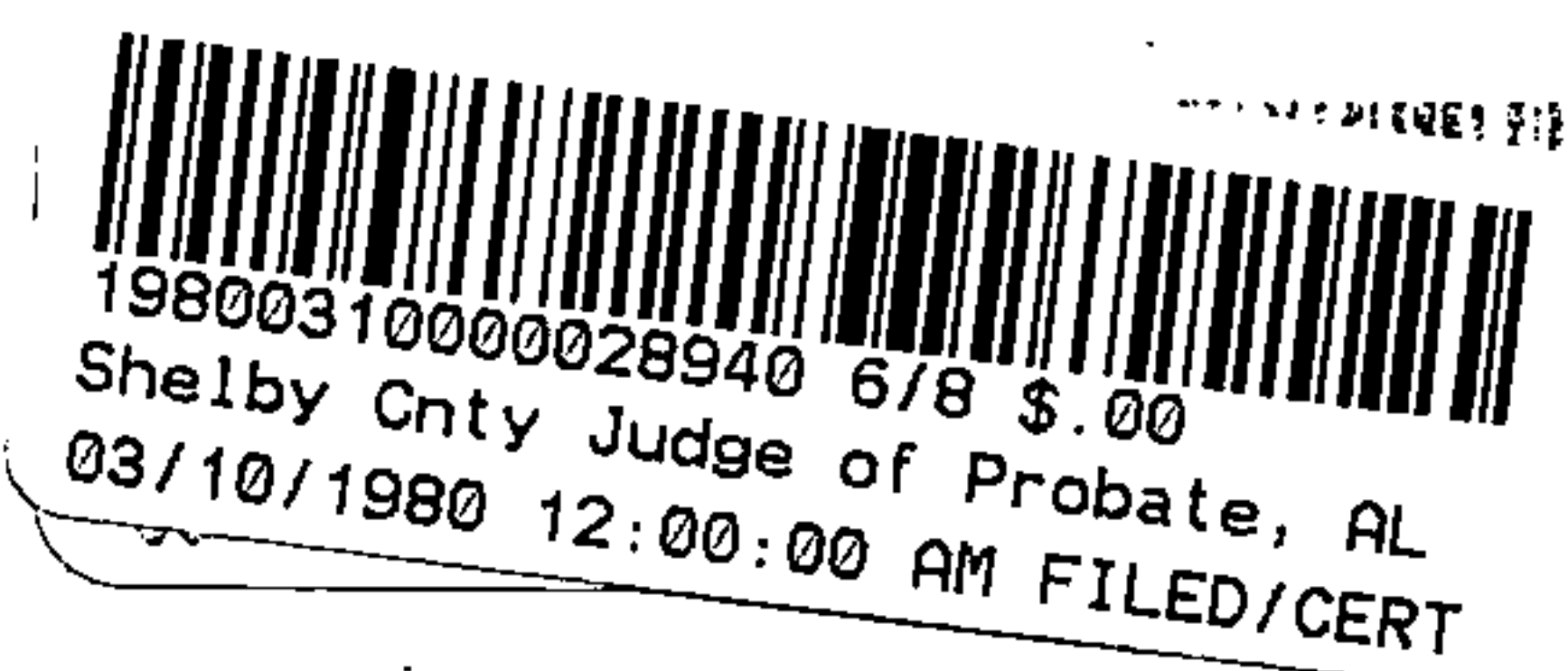
7. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines

shown on the recorded plat. In any event, no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line. Each building must have a minimum of ten (10) feet side yards to any interior lot lines.

Trimm-Bankhead 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 approved residences in line with the general construction plan authorized in said subdivision. This reservation shall be valid for the period of two (2) years from the date of these restrictions and the variations to be authorized shall be placed of record as an approved variation.

8. 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.

9. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise effect



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any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, Trimm-Bankhead has caused these presents to be executed in its name and behalf by Trimm Building Corporation, Inc. and John H. Bankhead & Co., who are thereto duly authorized, on this the 6th day of March, 1980.

TRIMM BUILDING CORPORATION, INC.

By William H. Trimm
Its President

JOHN H. BANKHEAD & CO.

By J. H. Bankhead
Its President

STATE OF ALABAMA)
COUNTY OF SHELBY)

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I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that William H. Trimm, whose name as President of Trimm Building Corporation, Inc., a corporation, is signed to the foregoing instrument, and who is known to me acknowledged before me on this day, that being informed of the contents of such 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 official seal, this 6th
day of March, 1980.

Suzanne D. MacLeod
Notary Public

My commission expires 4/15/81

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for
said County, in said State, hereby certify that John H.
Bankhead, whose name as President of John H.
Bankhead & Co., a corporation, is signed to the foregoing
instrument, and who is known to me acknowledged before me on
this day, that being informed of the contents of such in-
strument, 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 6th
day of March, 1980.

Suzanne D. MacLeod
Notary Public

My commission expires 4/15/81

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

1980 MAR 10 AM 11:40

Thomas A. Shaver, Jr.
JUDGE OF PROBATE

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ind 1.00
13.00

