

750

351

MAY 8 1980

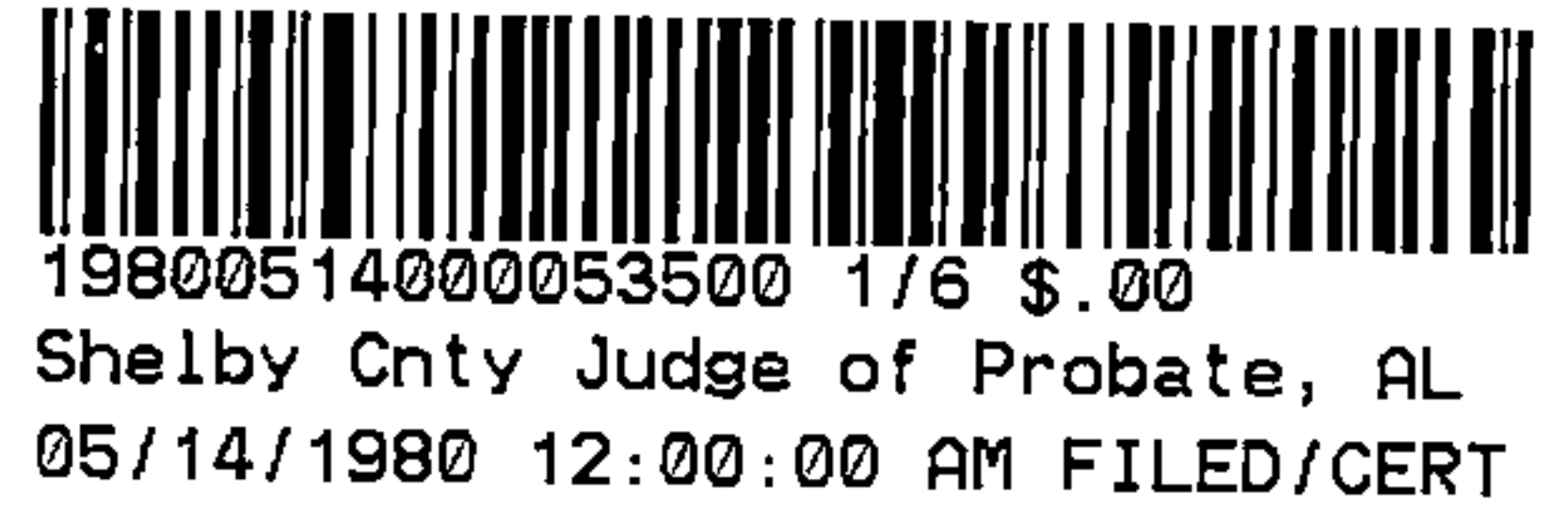
COVERED COMPANIES

STATE OF ALABAMA)
SHELBY COUNTY)

RESTRICTIVE COVENANTS

AND

RESTRICTIVE COVENANTS RE-RECORDED



KNOW ALL MEN BY THESE PRESENTS, that:

The undersigned, RIVERCHASE TOWNHOMES (I), LTD., an Alabama Limited Partnership (the "Developer") is the owner of all of that certain property described in Exhibit "A" which is attached hereto and made a part hereof by reference. In addition, Developer owns certain adjoining land which is, undeveloped, and which is intended to be restricted and protected by similar restrictive covenants and Developer's covenants, at that time, based upon current plans, will be mutual with these restrictive covenants, with the property owners in each subdivision being jointly protected by and entitled to the benefits of each set of restrictive covenants. Future development and future mutuality of covenants dependent upon Developer's action at the time of developing the adjoining land, but if said covenants are made mutual by the Developer then the land owners in this subdivision will be entitled to the benefits of and subject to the restrictions of the covenants relating to the adjoining property of the Developer. At the present time, Developer intends to develop forty-three (43) townhouses on subject property and desires to subject said property to the hereinafter stated protective and restrictive covenants, agreements and easements.

NOW, THEREFORE, these restrictions, reservations, covenants and easements are hereby declared, adopted and imposed upon the said land for the benefit, enhancement and protection of the land and the land owners as incidental to the total scheme of the owners and developers of the said land:

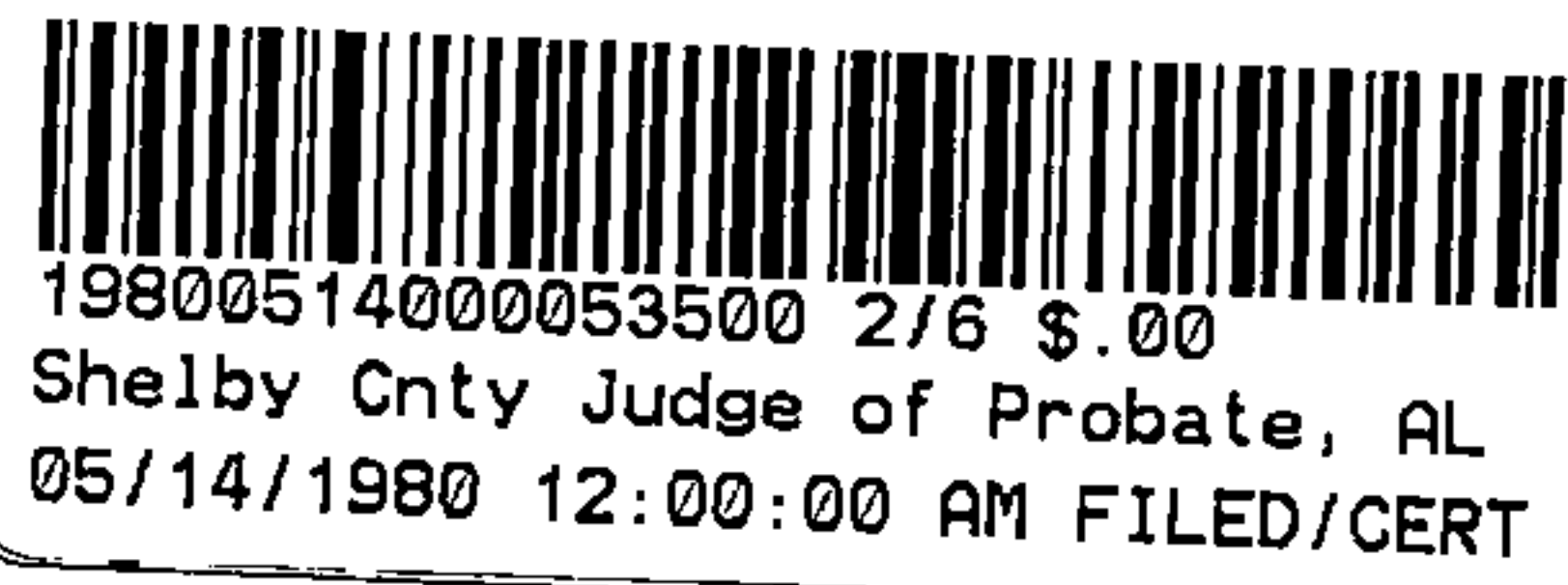
1. Said land, being located within that certain area of land already covered by protective covenants is hereby specifically subjected to the Declaration of Protective Covenants, Agreements, Charges and Liens for Riverchase ("residential"), as reported in Book 14, page ⁵³⁶356, and as amended by Amendment #1, recorded in Book 17, page 550, in the Probate Office of Shelby County, Alabama, and the restrictions imposed upon Developer by deed recorded in Book 319, page 411, in the said Probate Office.
2. No lot shall be used except for residential purposes.
3. No automobile, truck, house trailer, camper, boat, dune buggy or

Davenport Companies
of Riverchase

any other type vehicle shall be parked or maintained on any permanent basis on the right-of-way or in front of any lot. Any such vehicle, if maintained on the premises, shall be kept within the parking pad or within the area to the rear of the townhouse screened from outside view. Nothing contained in this paragraph shall preclude guests or invitees of any lot owner from parking on the front of any lot so long as such guest or invitee parks on the front of any lot on a temporary basis.

4. A perpetual easement is reserved for the purpose of installing and maintaining telephone and power lines and poles, anchors and guy wires on each side of all side lot lines and extending back no deeper than twenty-five (25) feet. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for which improvements a public authority or utility company is responsible.

5. There is hereby reserved, created and granted to each lot owner a non-exclusive easement appurtenant to each lot for ingress and egress for the use and benefit of the owners, parties in privy with owners and invitees of owners, over and across the private drives and/or alleyways which pass along the sides of certain lots within Sector 1 and Sector 2 of the subdivision and which pass to the rear of all lots of Sectors 1 and 2 of the subdivision, as shown on maps of Riverchase Townhouses, First Section and Second Sector, which maps are recorded in the Probate Office of Shelby County, Alabama, in Book 8 pages 9 & 9A and in Book 8, pages 10 & 10A, respectively, extending from the public roads (Mountain Laurel Lane and Mountain Laurel Court) to the boundary line of each respective lot where they intersect with said private drives and/or alleyways, and each respective lot owner within said land shall at all times be responsible for the keeping and maintaining of said private drives and/or alleyways open, clear and unobstructive, for the free and uninterrupted flow of vehicular traffic, and said responsibility shall extend to the private drives and/or alleyways in the additional sectors, hereinabove referred to, developed by the Developer and if the restrictive covenants thereon are made mutual with these restrictive covenants. Said private drives and/or alleyways shown on such maps and to be shown on future maps are for the equal and mutual benefit of each



and all of the respective lot owners and the reasonable cost and expense of maintaining and repairing said private drives and/or alleyways for their entire length and width as shown on the respective maps for the First and Second Sectors, and additional sectors if applicable, shall be borne equally (one forty-third (1/43)) each, by the owners of each of the forty-three (43) lots, or if the Developer develops the additional sectors which are currently intended and develops them in such a way as they are compatible with the existing development and makes the restrictive covenants thereon mutual with these restrictive covenants, then the responsibility for the additional private drives and/or alleyways shall be borne equally by each of the owners of all lots within all sectors so developed.

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

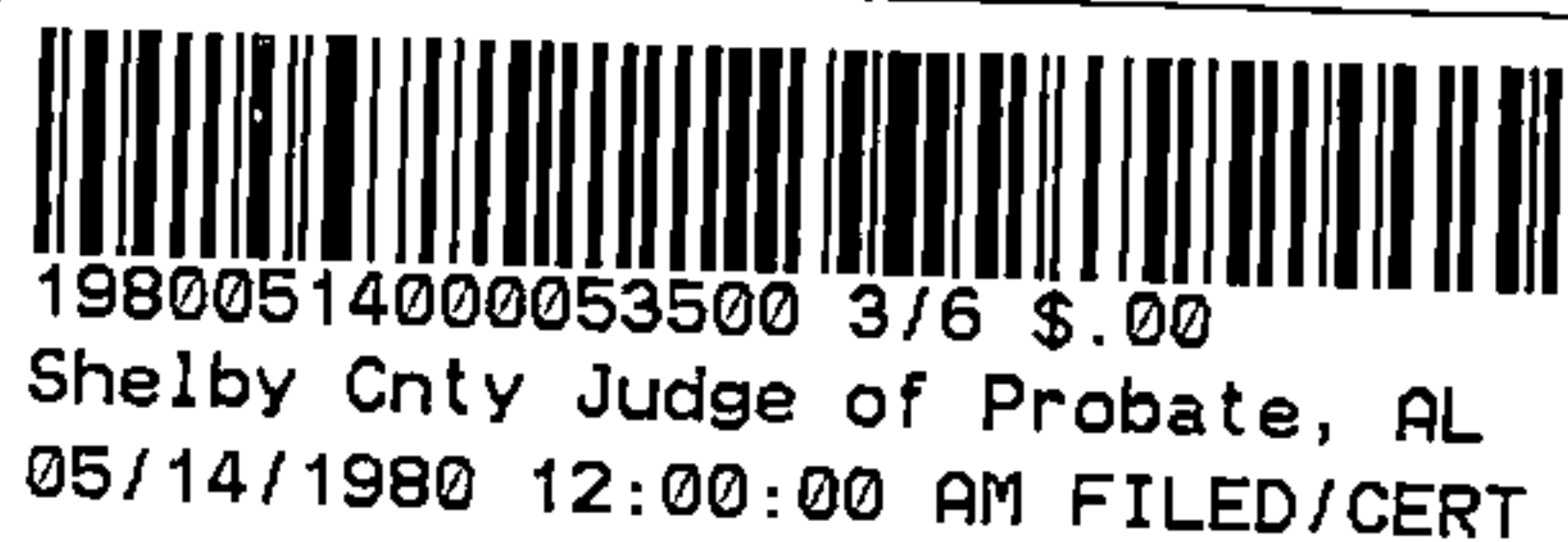
7. Each lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, covenants, conditions, easements and provisions hereof.

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

9. Each lot owner shall, from time to time, paint and otherwise maintain the exterior of his dwelling as needed. Such maintenance and painting shall be done in a manner harmonious with the remaining dwelling units and shall not be completed in such a manner, color, or design so as to disrupt the harmonious blending of the original architectural plan of the dwelling units.

10. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or signs used by the Developer to advertise the property during the construction and sales period may be displayed.

11. Easements for installation and maintenance of utilities and drainage facilities are reserved and created as shown on the recorded map. Each lot and townhouse shall be subject to an easement for encroachments created by the declarant. A valid and continuing easement



for said encroachments and for the maintenance of same, so long as they stand and as they may be replaced, shall and does exist. In the event of damage or destruction of one or more of said townhouses and the reconstruction of same, the owners of the lots and townhouses so affected agree that minor encroachments of parts of the adjacent townhouse units due to reconstruction shall be permitted and that a valid and continuing easement for said encroachments and the maintenance of same shall exist.

12. No oil drilling development operations, 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.

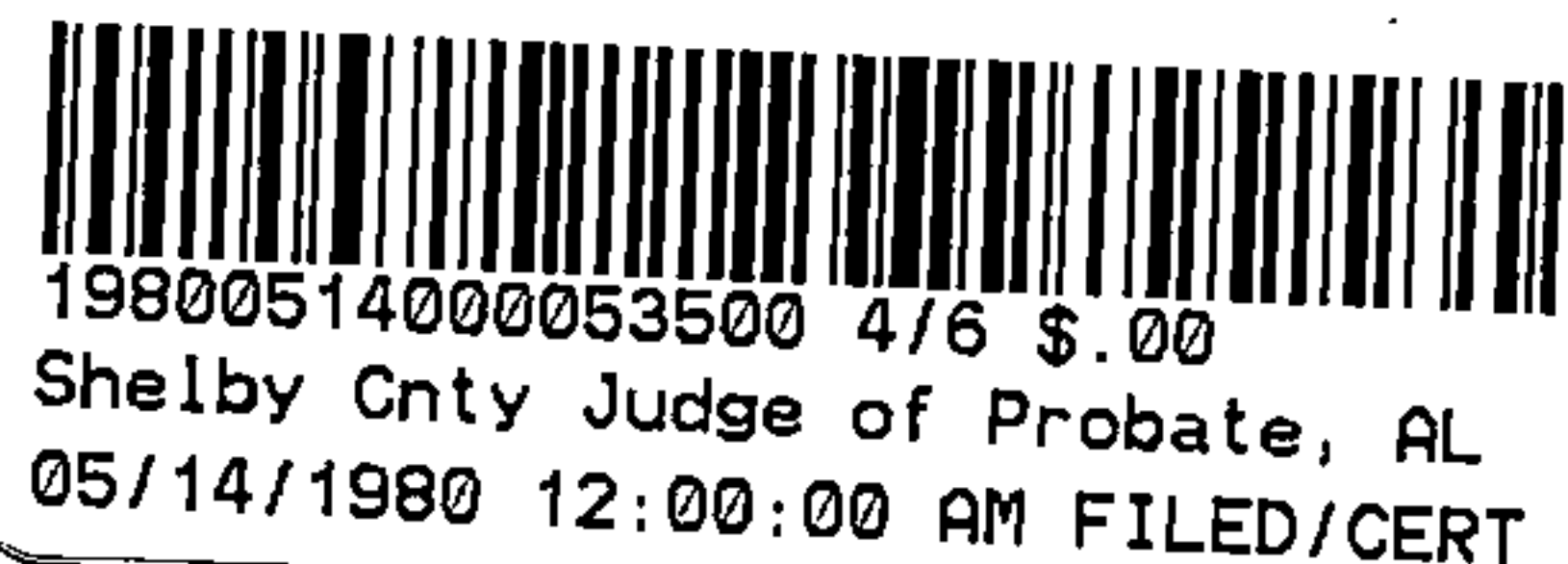
13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes.

14. These covenants are to run with the land and shall be binding upon all persons owning said land or claiming under them, their heirs, successors and assigns for a period of fifty (50) years from the date these covenants are recorded.

15. Enforcement shall be by proceedings at law or in equity against person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

16. Invalidation of any one (1) of these restrictive covenants by judgment or court order shall in no way affect any of the other provisions hereof, all of which shall remain in full force and effect.

17. Recreation Areas. Title in those areas of the subject property referred to on the respective maps as recreational areas shall be retained by the Developer until the owners of the respective lots form an owners association which will be responsible for the ownership, care, control and handling of these recreational areas or opened areas, at which time the Developer intends to transfer said areas to the owners association. The Developer will be responsible for the taxes on said recreational areas so long as he retains ownership thereof.



IN WITNESS WHEREOF, RIVERCHASE TOWNHOMES (I), LTD., has caused this instrument to be properly executed by its duly authorized general partners, on this 17th day of March, 1980.

RIVERCHASE TOWNHOMES (I), LTD.,
an Alabama Limited Partnership

BY: James D. Davenport
James D. Davenport
General Partner

BY: DAVENPORT COMPANIES, INC.

BY: General Partner
General Partner

19800514000053500 5/6 \$.00
Shelby Cnty Judge of Probate, AL
05/14/1980 12:00:00 AM FILED/CERT

CONSTITUTING ALL ITS GENERAL PARTNERS

RE-RECORDING EXPLANATION
AND
CORRECTION

Comes now, RIVERCHASE TOWNHOMES (I), LTD., an Alabama Limited Partnership, and re-records these Restrictive Covenants to correct a typographical error contained therein, said correction being in paragraph 1 of the original Restrictive Covenants, wherein the subject property is identified as being specifically subjected to the Declaration of Protective Covenants, Agreements, Charges and Liens for Riverchase ("residential"), and identifying said document as being recorded in Book 14, Page 356. Said page designation being a typographical error. Said document truly being recorded at Book 14, Page 536 in the Office of the Judge of Probate of Shelby County, Alabama. All other numerical and identifying information in said paragraph being correct.

IN WITNESS WHEREOF, RIVERCHASE TOWNHOMES (I), LTD., has caused this correction to be made and properly executed by its duly authorized general partners, on this 9th day of May, 1980.

RIVERCHASE TOWNHOMES (I), LTD.,
an Alabama Limited Partnership

By: James D. Davenport
James D. Davenport
General Partner

By: DAVENPORT COMPANIES, INC.

By: General Partner
General Partner

CONSTITUTING ALL ITS GENERAL PARTNERS

35 PAGE 393

BOOK

34
36 PAGE
BOOK

EXHIBIT A

A description of a tract of land situated in the SE 1/4 of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows:

Begin at the SW corner of the NE 1/4 of the SE 1/4 of said Section; thence North along the West Line of said 1/4 - 1/4, 326.02 feet; thence 56°56'29" right, 248.96 feet; thence 53°34'20" right, 142.00 feet; thence 33°20'48" left, 155.77 feet; thence 102°44'36" right, 246.35 feet; thence 62°50'15" left, 183.71 feet to the Northwesternly right-of-way of Riverchase Parkway West and a curve to the left, said curve having a central angle of 34°52'00" and a radius of 310.00 feet; thence 113°22'15" right to tangent of said curve and along the arc of said curve and along said right-of-way, 188.65 feet; thence tangent to said curve and along said right-of-way 86.84 feet to a curve to the right, said curve having a central angle of 25°10'00" and a radius of 310.00 feet; thence along the arc of said curve and along said right-of-way, 136.17 feet; thence tangent to said curve and along said right-of-way 23.42 feet to a curve to the right, said curve having a central angle of 90°00'00" and a radius of 25.00 feet; thence along the arc of said curve and along said right-of-way 39.27 feet to the Northeasterly right-of-way of a proposed road; thence tangent to said curve and along said right-of-way, 70.00 feet to a curve to the right, said curve having a central angle of 09°55'00" and a radius of 200.00 feet; thence along the arc of said curve and along said right-of-way, 34.62 feet; thence 90°00'00" left from tangent of said curve 60.00 feet to the Southwesterly right-of-way of said proposed road; thence 39°20'23" right 295.12 feet; thence 90°00'00" right 229.76 feet to the point of beginning.

BOOK 35 PAGE 394

BOOK

BOOK 36 PAGE 35

BOOK



19800514000053500 6/6 \$.00
Shelby Cnty Judge of Probate, AL
05/14/1980 12:00:00 AM FILED/CERT

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

1980 MAR 20 PM 1:36

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 900
Ind 100

\$10.00

STATE OF ALA. SHELBY CO.

I CERTIFY THIS

INSTRUMENT WAS FILED

Corrected
1980 MAY 14 AM 9:30

Thomas A. Snowden, Jr.
JUDGE OF PROBATE

Rec. 900
Ind 100
10.00