

STATE OF ALABAMA)
SHELBY COUNTY)

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Shelby Cnty Judge of Probate AL
03/06/1981 12:00:00 AM FILED/CERT

RIVERWOOD SUBDIVISION
DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS, EASEMENTS,
RIGHTS AND LIENS

This Declaration of Protective Covenants, Restrictions, Easements, Rights and Liens is made on this 26th day of February, 1981, by Altadena Manor, Ltd, an Alabama limited partnership, the owner of the property described below (hereinafter referred to as the "Owner"), which property is to be developed as a residential subdivision known as RiverWood.

WITNESSETH:

WHEREAS, the Owner is the fee simple owner of certain real property located in Shelby County, Alabama, which is more particularly described as follows (hereinafter referred to as the "Real Estate"):

The following parcel of land is situated in the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 19 South, Range 2 West and is more particularly described as follows:

Commence at the NW corner of the SE1/4-NW1/4 of said Section 3, Township 19 S, R 2 W and run thence Easterly along the North line thereof 69.02 feet; thence turn 69°-30'-50" right and run Southeasterly 96.27 feet to a point on the Northerly line of Altadena Park Resurvey as recorded in map volume 5, page 111, in the Office of the Judge of Probate of Shelby County, Alabama; thence turn 90°-00' left and run Northeasterly 240.0 feet to the Northernmost corner of Lot 1A of said Altadena Park Resurvey; thence turn 90°-58'-45" right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1A; thence turn 6°-16'-15" right and run Southeasterly along Easterly line of Lot 2A of said subdivision 144.94 feet to the NE corner of Lot 3A; thence turn right 7°-01'-15" and run Southwesterly along

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JOHN D. JOHNS
CABANISS, JOHNSTON, GARDNER, DUMAS & GIBSON
1900 First National - Southern Natural Bldg.
BIRMINGHAM, ALABAMA 35203

the Easterly line of said Lot 3A for 57.52 feet to the Point of Beginning of the parcel of land herein described; thence continue along said Lot 3A for 94.33 feet to the Northeasterly corner of Lot 4A; thence turn right $6^{\circ}-24'$ (meas. $6^{\circ}-26'-30''$) and run Southwesterly and along the easterly line of said Lot 4A for 132.38 feet (meas. 133.02) to the Northeasterly corner of Lot 5A of said subdivision; thence turn right $12^{\circ}-17'$ (meas. $12^{\circ}-18'-15''$) and run Southeasterly along the Easterly line of said Lot 5A for 133.07 (meas. 132.44) feet to the Northeasterly corner of Lot 6A; thence turn $7^{\circ}-35'-15''$ (meas. $7^{\circ}-33'$) right and run Southwesterly along the Easterly line of said Lot 6A for 133.29 (meas. 133.35) feet to the Northeasterly corner of Lot 7A; thence turn right $0^{\circ}-18'-15''$ (meas. $0^{\circ}-18'-45''$) and run Southwesterly for 115.48 (meas. 115.65) feet to the southeasterly corner of said Lot 7A; thence turn left $9^{\circ}-21'-30''$ and run Southwesterly for 40.22 feet to the northeast corner of Lot 8A; thence turn left $6^{\circ}-53'$ (meas. $6^{\circ}-02'-15''$) and run Southwesterly for 92.20' (meas. 92.57') to the southeasterly corner of Lot 8A; thence turn left $14^{\circ}-28'-30''$ (meas. $15^{\circ}-18'-30''$) and run Southerly for 108.09 (meas. 107.17) feet to the southeasterly corner of Lot 9A; thence turn left $2^{\circ}-58'$ (meas. $3^{\circ}-03'$) and run Southerly for 92.05 feet to the Southeasterly corner of Lot 10A; thence turn right $0^{\circ}-09'-40''$ and run southerly for 83.30 feet; to a point on the Southerly line of Lot 11A, Block 1 of said Altadena Park Resurvey, said point also being on the South line of said SE1/4-NW1/4, 130 feet East of the Southwest Corner of said 1/4-1/4 section; thence turn left $87^{\circ}-01'$ (meas. $87^{\circ}-03'-28''$) and run Easterly and along said South line of said 1/4-1/4 section 1192.02'; thence turn left $91^{\circ}-45'-28''$ and run North and along the East line of said 1/4-1/4 section for a distance of 636.01 feet; thence turn an angle to the left of $90^{\circ}-28'-07''$ and run in a south-

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westerly direction for a distance of 116.65 feet; thence turn an angle to the left of $11^{\circ}-00'$ and run in a southeasterly direction for a distance of 215.0 feet; thence turn an angle to the left of $6^{\circ}-27'-24''$ and run in a southwesterly direction for a distance of 66.73 feet; thence turn an angle to the right of $17^{\circ}-56'-37''$ and run in a westerly direction for a distance of 150.0 feet; thence turn right $52^{\circ}-39'-30''$; and run Northwesterly for 333.63 feet; thence turn right $21^{\circ}-00'-00''$ and run Northwesterly for 194.97 feet; thence turn $84^{\circ}-49'-42''$ left and run Southwesterly for 128.22 feet to the point of beginning.

WHEREAS, the Owner is also the fee simple owner of certain other property contiguous to the Real Estate located in Shelby County, Alabama, which is more particularly described as follows (hereinafter referred to as the "Common Area"):

The following parcel of land is situated in the Southeast 1/4 of the Northwest 1/4 and the Northeast 1/4 of the Northwest 1/4, Section 3, Township 19 South, Range 2 West and is more particularly described as follows:

From the southeast corner of the southeast quarter of the northwest quarter of said Section 3 run thence in a northerly direction along the east line of said quarter-quarter section for a distance of 636.01 feet to the point of beginning of the parcel herein described; thence continue along the same course as before for a distance of 1042.87 feet; thence turn left 90° and run Westerly for 137.41 feet; thence turn left $87^{\circ}-58'-40''$ and run Southeasterly for 170.0 feet; thence $22^{\circ}-35'-33''$ right and run Southwesterly for 121.28 feet; thence turn $16^{\circ}-23'-35''$ right and run Southeasterly for 100.85 feet to the South line of said NE1/4-NW1/4; thence continue along last stated course for 199.15 feet; thence turn $41^{\circ}-00'$ left and run Southerly for 600.57 feet; thence turn an angle to the left of $107^{\circ}-55'-59''$



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and run in a northeasterly direction for a distance of 66.73 feet; thence turn an angle to the right of 6°-27'-24" and run in a northeasterly direction for a distance of 215.0 feet; thence turn an angle to the right of 11°-00'-00" and run in a northeasterly direction for a distance of 116.65 feet to the point of beginning. Less and except all that part of the SE1/4 of the NW1/4 of Sec. 3, T 19 S, Range 3 W, lying East of the East Bank of the Cahaba River in Shelby County, Alabama, heretofore deeded to Todd Robbins and Robert L. Martin October 21, 1974.


WHEREAS, the Owner intends to develop the Real Estate and the Common Area (the Real Estate and Common Area being hereinafter sometimes collectively referred to as the "Property") pursuant to a general subdivision plan covering all of the Property and subject to certain protective covenants, restrictions, easements, rights, equitable servitudes, liens and charges, all running with the land.

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WHEREAS, the plan for the Property provides for the Real Estate to be subdivided into lots on which single-family townhouse units will be constructed (hereinafter such lots being referred to as "Lots"), and for an undivided interest in the Common Area to be conveyed to each purchaser of a Lot.

NOW, THEREFORE, in order to enhance and protect the value, attractiveness and desirability of the Property, and in furtherance of a general plan for the development, protection, maintenance, improvement and sale of the Property, the Owner hereby declares that all of the Property shall be subject to the following covenants, restrictions, easements, rights, equitable servitudes, liens and charges:

1. Land Use. The Real Estate shall be used exclusively for residential purposes. No building shall be constructed, placed or permitted to remain on any Lot other than one single-family dwelling not more than two and one-half stories in height (excluding any subterranean basement). No part of the Property shall be used or caused to be used in any way, directly or indirectly, for any business, commercial, manufacturing, warehousing or other such nonresidential purpose, except that the Owner may use the Property as a model home site, and may operate display and sales offices on the Property for the purpose of selling Lots for as long as the Owner continues to own any portion of the Property.



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2. Dwelling Cost, Quality and Size. No dwelling shall be constructed or permitted on any portion of the Real Estate which costs less than \$23,000 to construct (excluding land cost), and all dwellings and improvements constructed on the Real Estate shall be of substantially the same quality with respect to workmanship and materials and shall be harmonious in external design with other structures situated on the Real Estate. The ground floor area of any dwelling constructed on the Real Estate, exclusive of open porches and garages, shall be not less than 800 square feet for a one-story structure and not less than 500 square feet for a dwelling having more than one story.

3. Set-back Requirements. Dwellings shall be constructed and placed on a Lot in conformance with the minimum building set-back requirements set forth in applicable municipal or county ordinances from time to time in effect or as may be indicated on the recorded plat covering the Property.

4. Nuisances. No noxious or offensive activity, or activity which is, or may become, an unreasonable nuisance or annoyance to any Lot owner, shall be conducted or permitted in or around any portion of the Property. No loud noises or noxious odors shall be emitted or permitted on the Property.

5. Temporary Structures. No out-building, tent, shack or shed of any kind shall be placed upon any portion of the Property, either temporarily or permanently, other than temporary structures or offices erected by the Owner in connection with the construction and sale of townhouse units on the Lots. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence on the Property, either temporarily or permanently.

6. Signs and Antennas. No sign, poster, display, billboard or other advertising device of any kind shall be erected or displayed to the public view on any portion of the Property, except one sign of not more than 6 square feet advertising a Lot for sale or rent may be placed on the Lot, and signs, regardless of size, used by the Owner to advertise the Property during the period in which the Owner is constructing and/or selling townhouse units on the Property, may be placed on the Property. No television or other antenna erected on a Lot shall rise more than one foot above the peak of the roof of any dwelling on the Lot.

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7. Oil and Mining Operations. No exploration, drilling, development or refining of or for hydrocarbons, or quarrying or mining operations of any kind, shall be conducted or permitted upon or under any portion of the Property, and no wells, tanks, tunnels, surface mines or underground mines shall be permitted thereon or therein. No derrick or other structure designed for use in boring or drilling for water, oil or natural gas shall be erected, maintained or permitted upon the Property.

8. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept upon the Property, except that usual and ordinary household pets (e.g., dogs, cats, fish and birds) may be kept on the Property, provided that such animals are not kept, bred or maintained for commercial purposes or in unreasonable numbers.

9. Garbage and Refuse Disposal. No portion of the Property shall be used or maintained as a dumping ground for wastes, rubbish or garbage. All such refuse stored or kept on the Property must be placed in sanitary containers, and no noxious or foul odor shall be permitted to emanate therefrom.

10. Fences, etc. No fence, hedge, wall or other obstruction shall be constructed or maintained in the area between the front lot line of a Lot and the front surface of any dwelling located on the Lot, other than decorative shrubbery placed not more than six feet from the dwelling.

11. Townhouse Easements. The Owner intends to construct a townhouse on each Lot, and the construction of such townhouses may require that certain eaves, roof overhangs, brick veneers, siding and other architectural features and building materials encroach upon or hang over contiguous Lots. Accordingly, there is hereby created, granted and reserved, as an appurtenance to each Lot, a perpetual easement over and across each Lot contiguous thereto for all such encroachments and overhangs, as well as for all encroachments and overhangs resulting from any natural movement or settling of any such townhouse. In addition, there is hereby created, granted and reserved to the owner or owners of each Lot a license and right of entry across contiguous Lots as may be reasonably needed to maintain and repair such encroaching or overhanging structures. If any townhouse shall be damaged or destroyed, the owner or owners thereof

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shall be permitted to repair and reconstruct such townhouse with encroachments and overhangs not more intrusive than those existing at the time of such damage or destruction, and thereafter said license and right of entry shall continue in effect.

12. Common Area. The Owner intends to convey fee simple title to an undivided interest in the Common Area to the person or persons purchasing Lots, the amount of such undivided interest to be described in the instrument by which each Lot is conveyed to such person or persons. The undivided interest in the Common Area conveyed with respect to each Lot shall be appurtenant to, and an indivisible part of, the Lot, and no estate in any such undivided interest in the Common Area shall be transferable or assignable unless such estate is transferred or assigned contemporaneously with the transfer or assignment of an identical interest in the related Lot. The Common Area shall not be partitioned or sold for division without the prior written consent of the owners of not less than three-fourths of the Lots. No building, dwelling, structure or improvement shall be constructed on, or placed upon, the Common Area without the prior written consent of the owners of not less than three-fourths of the Lots. Every person owning an interest in a Lot shall have full rights of ingress and egress to and over, and enjoyment of, the Common Area, which rights shall be appurtenant to, and shall pass with title to, each such Lot, subject to such uniform rules and regulations pertaining to the use of the Common Area as may be established and approved from time to time by the owners of not less than three-fourths of the Lots. Subject to such uniform rules and regulations, the owner or owners of a Lot may delegate his or their rights of ingress, egress and enjoyment with respect to the Common Area to the members of his or their immediate families, tenants and guests. The owner or owners of a Lot shall be responsible for, and shall pay, a prorata share of the property taxes and assessments due with respect to the Common Area, and such owner or owners authorize the Tax Assessor of Shelby County, Alabama each year to combine and aggregate the amount of taxes and assessments due with respect to each Lot and the related undivided interest in the Common Area in a single tax assessment and a single tax notice.

13. Lien for Private Sewer Systems. Sewer service for the Property is provided by means of a private sewage treatment plant and attendant sewage lines and related equipment situated on the Property

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and on land adjacent to the Property (the "Sewage System"). As is described in that certain Agreement between Lankford Investment Company, Ltd., an Alabama limited partnership, ("Lankford") and Altadena Forest Apartments, a general partnership (successor in interest to the Owner), dated May 1, 1979 and recorded in Miscellaneous Book 36, at page 549, in the Probate Office of Shelby County, Alabama (the "Sewage Agreement"), the owner of each Lot is required to pay to Lankford, its successors in title, monthly sewer service charges for the sewer service provided to each Lot by the Sewage System. Paragraph 3(c)(i) of the Sewage Agreement provides that upon the failure of the owner of any townhouse unit located on a Lot to pay such monthly sewer service charges, a lien shall be created and imposed upon such Lot in favor of Lankford, its successors in title, to the extent of such unpaid sewer service charges; and such lien is hereby reserved and established by the Owner to and for the benefit of Lankford, its successors in title, to secure the prompt payment of such monthly sewer service charges. In addition, by accepting title and a deed to a Lot, the owner or owners of each Lot grant, and the Owner hereby establishes, grants and reserves unto Lankford, its successors in title, an easement of access to, on and across each Lot (and the townhouse located thereon) as may be necessary to provide maintenance and repairs upon the Sewage System, and the owner or owners of such Lot do release Lankford, its successors in title, of and from any liability arising from the maintenance and operation of the Sewage System.

14. Parking Areas and Driveways. By the acceptance of a deed conveying an interest in the Property, each such grantee acknowledges and agrees that Shelby County, Alabama will not be responsible for maintaining paving on any portion of the Property other than paving on the portion of dedicated streets located between the gutters on the sides of such streets, and that each such grantee shall be responsible for maintaining the driveway and parking pad located on such grantee's Lot.

15. Covenants to Run with the Land. The covenants, restrictions, easements, rights, equitable servitudes, liens and charges set forth herein shall (a) run with the land (the Property); (b) be binding upon any and every person or entity having any right, title or interest in the Property, or any part thereof, and such person's or entity's heirs, exe-

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cutors, administrators, successors and assigns; (c) inure to the benefit of every portion of the Property and every interest therein; (d) inure to the benefit of, and be binding upon, the Owner, its successors in interest, and each grantee from the owner of any interest in the Property and such grantee's successors in interest; and (e) be binding and in effect for a period of twenty-five years from the date this instrument is recorded in the Probate Office of Shelby County, Alabama, after which period said covenants, restrictions, easements, rights, equitable servitudes, liens and charges shall be automatically extended for successive periods of ten years each unless an instrument amending or modifying this instrument, executed by a majority of the then owners of not less than three-fourths of the Lots, shall be recorded in the Probate Office of Shelby County, Alabama.

16. Application to Owner. Notwithstanding any provision herein to the contrary, nothing contained in this instrument shall prevent, hinder or limit the Owner in any manner whatsoever in connection with the development of the Property and the construction and sale of townhouse units on the Property, and any provision having such effect shall be null, void and unenforceable against the Owner.

17. Consent of Lot Owners. Whenever the consent of the owners of the Lots is required with respect to any action described herein, the consent of the owner or owners of any Lot shall be deemed given if the record owner of such Lot (or a majority of such record owners, if more than one) shall evidence such consent in writing.

18. Enforcement. These covenants and provisions may be enforced by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or provision set forth herein.

19. Severability. Invalidation of any one or more of the provisions hereof by a judgment or court order shall not in any manner affect any of the other provisions hereof, and such other provisions shall remain in full force and effect.

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IN WITNESS WHEREOF, the undersigned Owner has hereunto caused this instrument to be executed by its general partner on the day and year first above written.

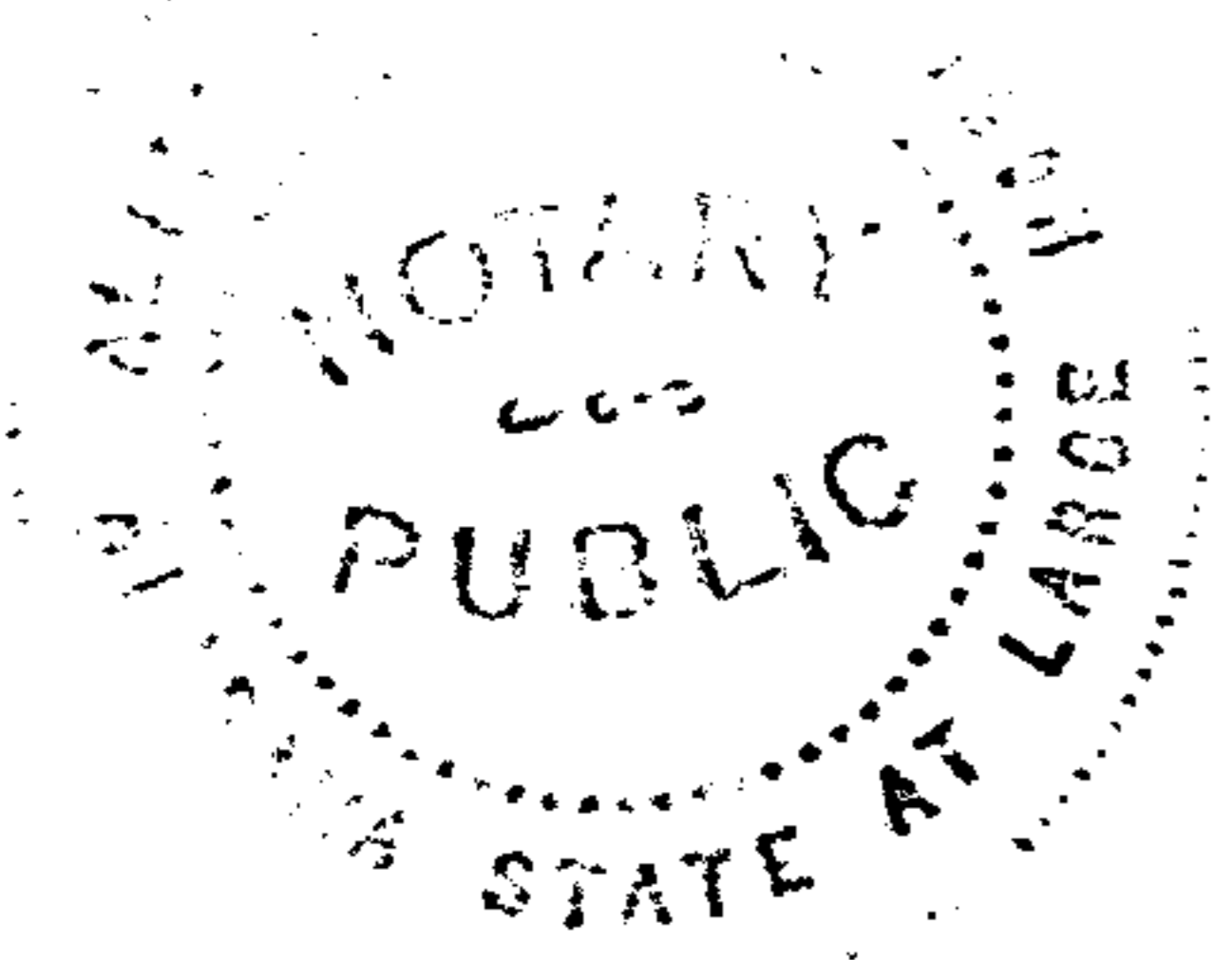
ALTADENA MANOR, LTD.

By Gibson - Anderson - Evins, Inc.

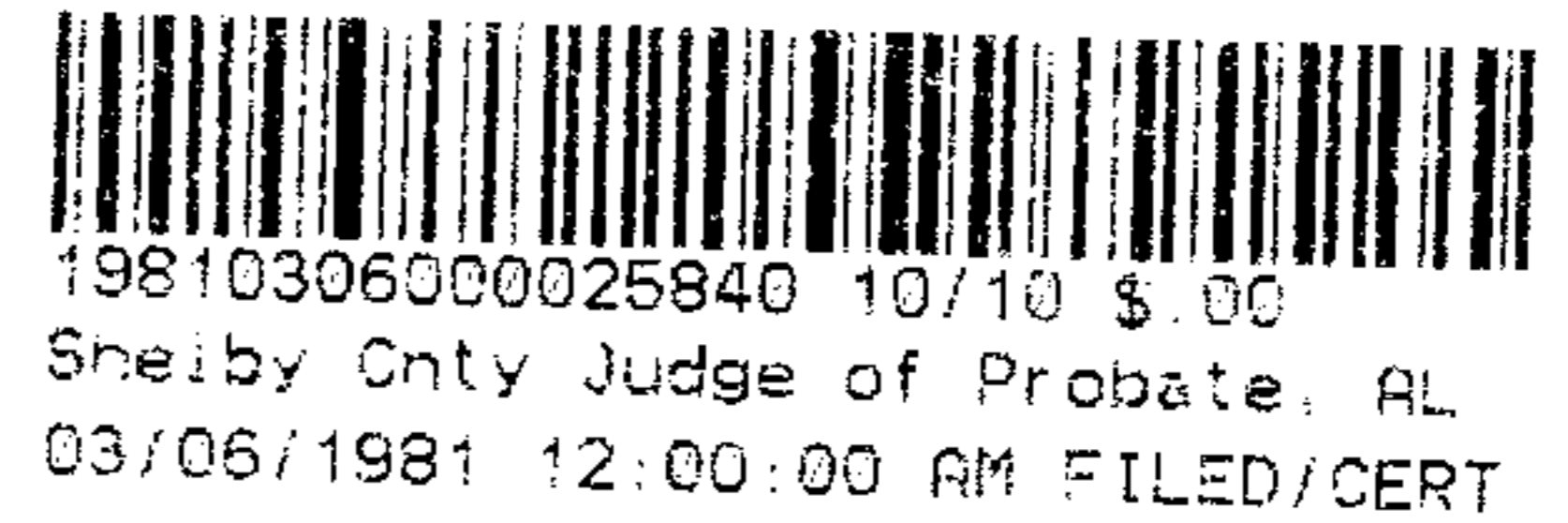
Its General Partner

By *L. S. Evins III*

Its *President*



STATE OF ALABAMA)
SHELBY COUNTY)



I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *L. S. Evins III*, whose name as *President*, of Gibson - Anderson - Evins, Inc., an Alabama corporation, which is the general partner of Altadena Manor, Ltd, an Alabama limited partnership, 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 the said instrument, he, as such officer of Gibson-Anderson-Evins, Inc., and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as such general partner.

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Given under my hand and official seal, this the *21th* day of *February*, 198*1*.

Alice Marie Morrison
Notary public

NOTARY MUST AFFIX SEAL

MY COMMISSION EXPIRES OCT. 9, 19*82*

My commission expires: _____

This instrument prepared by:

John D. Johns
Cabaniss, Johnston, Gardner,
Dumas & O'Neal
1900 First National-Southern
Natural Building
Birmingham, Alabama 35203

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED *Rec. 1500*
D.S. 100
1981 MAR 16 AM 11:17 *1600*
Alice Marie Morrison
JUDGE OF PROBATE