

STATE OF ALABAMA )  
 )  
 SHELBY COUNTY )

RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

The undersigned, RIVERCHASE TOWNHOMES (II), LTD., an Alabama Limited Partnership (the "Developer") is the owner of all that certain property described more specifically in Exhibit "A" which is attached hereto and made a part hereof by reference, and which is commonly referred to as

DAVENPORT'S ADDITION TO RIVERCHASE WEST  
 SECTOR III, AS RECORDED IN MAP BOOK 8,  
 PAGE 53, IN THE PROBATE OFFICE OF SHELBY  
 COUNTY, ALABAMA

In addition, the Developer owns certain adjoining land which is both developed and undeveloped, which is restricted and protected by similar restrictive covenants or which will be restricted and protected by similar restrictive covenants and Developer covenants with reference to said adjoining property, based upon current plans, will be mutual with these restrictive covenants, although possible not identical, with the property owners in each subdivision being jointly protected by and entitled to benefits of each set of restrictive covenants. Future development and future mutuality of covenants dependent upon Developer's sole judgment at the time said land is subdivided and at the time said restrictive covenants are filed thereon. In all events where the covenants are made mutual by the Developer, then the landowners in this subdivision will be entitled to benefits of and subject to the restrictions of covenants relating to adjoining property of the Developer. The restrictive covenants specifically referred to and which will be applicable to this subdivision and will be considered as covered by these restrictive covenants are those covenants and covenants as rerecorded which are recorded of record at Book 36, page 30 and Book 35, page 389 in the Office of the Judge of Probate of Shelby County, Alabama.

NOW, THEREFORE, these restrictions, reservations, covenants and easements are hereby declared, adopted and imposed upon said land, for the benefit, enhancement and protection of the landowners 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

DAVENPORT COMPANIES  
 ONE RIVERCHASE OFFICE PLAZA SUITE 200  
 BIRMINGHAM AL 35244

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and Liens for Riverchase ("residential"), as reported in Book 14, page 536, 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. Subject land is hereby specifically subjected to those restrictive covenants and restrictive coverants as rerecorded which are recorded at Book 36, page 30 and Book 35, page 389, in the Office of the Judge of Probate of Shelby County, Alabama, wherein said restrictive covenants are not in conflict with these restrictive covenants.

3. No lot shall be used except for residential purposes.

4. No automobile, truck, house trailer, camper, boat, dune buggy or any other type vehicle shall be parked or maintained on any permanent basis on the right-of-way or in front of any lot. Only vehicles used for day-to-day transporatation of the property owners, their families or invitees may be kept or stored on the property. Any and all vehicles, if maintained on the premises, shall be kept within the parking pad or within the area to the rear of the townhomes screened from outside view or in such other areas as are designated in the recorded maps and plot plans of the subdivision as being "parking areas". No house trailers, campers, boats, dune buggys, or inoperable vehicles or hobby vehicles may be kept or stored on the premises. Nothing contained in this paragraph shall preclude guests or invitees of any lot owner from parking in the front of any lot so long as such guest or invitee parks in the designated parking areas and parks only on a temporary basis.

5. 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.

6. 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 Section 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 Townshouses, First Section and Second Sector, which maps are recorded in the Probate Office of Shelby County, Alabama, in Book 8 pages 9 and 9A and in Book 8, pages 10 and 10A, respectively, or as same may be recorded for a modification or corrective purposes, 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 Sections, and additional sectors if applicable, shall be borne equally (one thirty-sixth (1/36)) each, by the owners of each of the thirty-six (36) 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. This provision is specifically intended to include those certain forty three (43) lots developed in Sector I of the Developer's subdivision, the restrictive covenants to which are referred to above.



7. 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.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

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14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. For the purposes of accepting ownership of recreational areas and/or common areas, and for the purposes of protecting and assisting in the protection of the rights and privileges of the owners of the respective lots in the subdivision, and for the purposes of providing a vehicle to carry out the joint and mutual obligations of the owners of the subdivision, it is understood and agreed that at such time as all lots in the subdivision have been sold to owners other than the Developer or at such earlier time if the Developer wishes to participate, an association of lot owners will be formed which association will be formed in such a manner as to make it a legal entity capable of contracting, deeding, and holding title, which association will be formed in such a manner as to give each respective lot owner an equal vote in the management of the affairs of the association, it being intended that either officers, directors, or an executive

committee will be elected by the lot owners to carry out the day-to-day functions of the association.

IN WITNESS WHEREOF, RIVERCHASE TOWNHOMES (II), LTD., has caused this instrument to be properly executed by its duly authorized general partners, on this 30 day of June, 1981.

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

BY: [Signature]  
James D. Davenport  
General Partner

BY: DAVENPORT COMPANIES, INC.

BY: [Signature]  
James D. Davenport, President  
General Partner

STATE OF ALABAMA )  
JEFFERSON COUNTY )

BEFORE ME, the undersigned, a notary public in and for said county in said state, personally appeared RIVERCHASE TOWNHOMES (II), LTD., an Alabama Limited Partnership by James D. Davenport, General Partner and DAVENPORT COMPANIES, INC. by James D. Davenport, President, who are known to me and who have stated to me that they are familiar with the contents of the foregoing instrument and understand the same and that it is their intention and desire to sign the same and to be bound by the terms thereof, and that in signing same they are signing the same voluntarily and of their own free will.

Done this 30 day of June, 1981

[Signature]  
NOTARY PUBLIC FOR ALABAMA

My commission expires: Sept 26, 1982



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EXHIBIT "A"

# Lawyers Title Insurance Corporation

A Stock Company  
Home Office - Richmond, Virginia

SCHEDULE A cont'd.

Part of the NE 1/4 of the SE 1/4 of Section 24, Township 19 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the SW Corner of said 1/4-1/4 section run in a northerly direction along the west line of said 1/4-1/4 section for a distance of 326.02 feet to a point "A"; thence continue along last mentioned course for a distance of 633 feet, more or less, to the centerline of the Cahaba River being the point of beginning; thence turn an angle to the right of 100° 00' and run in a southerly direction for a distance of 633 feet, more or less to a point "A"; thence turn an angle to the left of 123° 03' 31" and run in a northeasterly direction for a distance of 248.96 feet; thence turn an angle to the right of 53° 34' 20" and run in a southeasterly direction for a distance of 142.00 feet; thence turn an angle to the left of 33° 20' 48" and run in a northeasterly direction for a distance of 155.77 feet; thence turn an angle to the left of 77° 15' 24" and run in a northerly direction for a distance of 143.65 feet; thence turn an angle to the right of 78° 42' 00" and run in a northeasterly direction for a distance of 361.46 feet to a point on the southwest right of way line of U. S. Highway #31; thence turn an angle to the left of 105° 15' 43" and run in a northwesterly direction along said southwest right of way line for a distance of 103.32 feet; thence turn an angle to the left of 90° and run in a southwesterly direction for a distance of 20 feet; thence turn an angle to the right of 90° and run in a northwesterly direction along said southwest right of way line for a distance of 210 feet, more or less, to a point on the centerline of the Cahaba River; thence turn an angle to the left and run along the centerline of said Cahaba River for a distance of 692 feet, more or less, to the point of beginning.

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*Thomas A. Schumaker*  
CLERK OF PROBATE

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Schedule A Page 2 No. SC-1772